ATTENTION

The City Council meeting will be held in a hybrid format that may include both in-person AND virtual attendance via Zoom. Unless they have cause to appear virtually, Councilmembers will attend the meeting in person in Council Chambers, fifth floor of City Hall, 316 N. 26th Street. In order to honor the Right of Participation and the Right to Know in Article II, Sections 8 and 9, of the Montana Constitution, the City of Billings and City Council are making every effort to meet the requirements of the open meeting laws.

Citizens are invited to:

- Review the Agenda Packet on the City's website at: www.billingsmt.gov and click on "Your Government," "City Council," and "Agendas & Minutes".
- View the meeting:
  - On Community 7 TV - Channel 7 or Channel 507 -- Spectrum Cable. *(On evenings when there is a conflict with School District No. 2 Board meetings, the City Council meeting will be broadcast on Channel 8 - Spectrum Cable.)* Channel 7 or Channel 978 - TDS Fiber.
  - Online at www.comm7tv.com and click on the "Watch Live" icon. Community 7 also has links to their Facebook page and YouTube channel.
  - On the City's website at www.billingsmt.gov and click on "Watch Meetings Online" on the homepage.
  - In-Person.

Citizens may submit public comment via the following methods:

- Mail: City Clerk, P.O. Box 1178, Billings, MT 59103
- Email: Council@billingsmt.gov.
  - Emails received after 3:00 PM on the day of the meeting, may be posted on the Council's webpage the following day for public viewing.
- Attend the meeting in person

Please contact Denise Bohlman, City Clerk, at bohlmand@billingsmt.gov, or at 406.657.8210, with any questions.

CITY OF Billings

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

REVISED 9.17.2025
Attachments added to
Consent Agenda Items 1E and 1I

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

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

SEPTEMBER 22, 2025

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Kennedy

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

MINUTES:

- August 25, 2025
- September 8, 2025

COURTESIES:

PROCLAMATIONS: October - Domestic Violence Awareness Month

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 and 10 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

1. CONSENT AGENDA -- Separations:

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

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	Rebecca Noell	Community Development - At Large*	09/22/25	12/31/29
2	Sandra McKee	Housing Authority - Family*	09/22/25	12/31/26
3	Jeff Schoenhard	Tourism BID	10/1/25	09/30/29
4	George Maragos	Tourism BID	10/1/25	09/30/29

*1 Unexpired term of Adam Toland
*2 Unexpired term of Gale Stott

B. Bid Awards:

1. **MET Transit Bus Wash Equipment Replacement.** (Opened 08/05/25) Recommend Cucancic Construction Inc.

2. **W.O. 23-31: Millice Park Irrigation System Replacement**. (Opened 9/02/25) Recommend The Good Earth Works Company, Inc.

3. **W.O. 25-31: Water Reclamation Facility Air Flotation Thickener Roof Replacement.** (Opened 9/02/25) Recommend Empire Roofing.

C. **Purchase** of a RamVac hydro excavator from SWS Equipment, LLC, for Public Works Department.

D. **Contract for Professional Services** with Sanbell for W.O. 25-24 Safe Streets for All 2023.

E. **Consultant Contract** with Steven Baldwin Associates for the Airport Governance Analysis and Transition Plan project.

F. **General Contractor/Construction Manager (GC/CM) Services Contract** with Martel Construction for Preconstruction Services, Phases I and II for the Airport Ticketing and Baggage Remodel.

G. **Memorandum of Understanding (MOU)** between Riverstone Health, Yellowstone County, and the City of Billings concerning code compliance for unlicensed motels, hotels, and tattoo artists.

H. **Agreement** with Allies in Aging to provide Senior Medical Transportation for FY26 by MET Transit.

I. **Property Acquisition** of 123.52 acres (C.O.S. 2795 Parcel D) from the Dr. Morledge Family, LLC, for the Airport.

J. **Temporary Land Use Agreement** with Yellowstone County for its use of City-owned property to store equipment and material for repairs to Duck Creek Bridge.

K. **Perpetual Right-of-Way Easements** from MBA Properties, LLC.

L. **Warranty Deed** for Lot 4B, Annafeld North Subdivision, 1st Filing from McCall Development.

M. **Preliminary Major Plat** for High Sierra Subdivision, 23rd Filing. *Quasi-Judicial

N. **Final Plat** for Annafeld Subdivision, 6th Filing. *Quasi-Judicial

O. **Final Major Plat** for Annafeld Subdivision, 7th Filing. *Quasi-Judicial

P. **Resolution of Intent** to expand the boundaries of the South Billings Boulevard Urban Renewal District (SBBURD) and set a Public Hearing date of October 27, 2025.

Q. **Resolution** establishing a Public Art Policy and effective date.

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

1. August 25, 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** to receive input on FY2024-2025 draft Comprehensive Annual Performance Evaluation Report (CAPER). No action necessary.

3. **PUBLIC HEARING AND RESOLUTION** assessing Weed Abatements. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution assessing Weed Abatements, as recommended by staff.

4. **PUBLIC HEARING AND RESOLUTION** assessing Nuisance Property Abatements. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution assessing Nuisance Property Abatements, as recommended by staff.

5. **PUBLIC HEARING AND RESOLUTION** assessing false alarm responses. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution assessing false alarm responses, as recommended by staff.

6. **PUBLIC HEARING AND RESOLUTION** Re-levying and Reassessing SID 2925 (W.O. 22-07). Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution re-levying and re-assessing SID 2925, as recommended by staff.

7. **PUBLIC HEARING** for land use contrary to zoning to to install an electronic message display wall sign at Alkali Creek Elementary School. No action necessary.

8. **PUBLIC HEARING AND SPECIAL REVIEW 1001:** a special review to allow construction of a new surface parking lot for Energy Laboratories at 1108 and 1110 South 28th Street. Zoning Commission recommends conditional approval and adoption of the findings of the 9 review criteria. *Quasi-Judicial

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve Special Review 1001 and adopt the findings of the 9 review criteria, as recommended by the Zoning Commission.

9. **JOINT PUBLIC HEARING FOR ANNEXATION 25-04 AND ZONE CHANGE 1070:**
   Lots 66A1 and 67A1 of the Amended Lots 66A and 67A,
   Sunny Cove Fruit Farms Subdivision

   a. **RESOLUTION APPROVING ANNEXATION 25-04:** generally described as Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms Subdivision. Staff recommends conditional approval. *Quasi-Judicial

      Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution conditionally approving Annexation 25-04, as recommended by staff.

   b. **FIRST READING ORDINANCE FOR ZONE CHANGE 1070:** generally described as Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms Subdivision. Zoning Commission recommends approval and adoption of the 10 review criteria. *Quasi-Judicial

      Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1070 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

   c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward IV to include recently annexed property in Annexation 25-04: Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms Subdivision. Staff recommends approval.

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

10. **RESOLUTION** renewing the Citizen Police Advisory Board for four years (December 31, 2029 expiration). Staff recommends approval.

    Recommended Motion: I move to approve a resolution renewing the Citizen Police Advisory Board for four years (December 31, 2029 expiration), as recommended by staff.

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

COUNCIL INITIATIVES:

1. **Aggressive Driving and Excessive Vehicular Noise Reduction** - Councilmember Rupsis
2. **Codify HB231 (2025) Levy Adjustments** - Councilmember Rupsis

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

~ ~ ~

City Council Regular
Date: 09/22/2025
Title: Boards & Commissions Appointments
Presented by: Chris Kukulski, City Administrator
Department: City Hall Administration
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

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

	Name	Board/Commission	Term	
			Begins	Ends
1	Rebecca Noell	Community Development - At Large*	09/22/25	12/31/29
2	Sandra McKee	Housing Authority - Family*	09/22/25	12/31/26
3	Jeff Schoenhard	Tourism BID	10/1/25	09/30/29
4	George Maragos	Tourism BID	10/1/25	09/30/29

*1 Unexpired term of Adam Toland
*2 Unexpired term of Gale Stott

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
The Mayor is requesting that the City Council confirm appointments for Board and Commission positions that are vacant due to a resignation or term end..

STAKEHOLDERS
N/A

ALTERNATIVES
Council may:

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

FISCAL EFFECTS
The proposed action has no financial impact.

City Council Regular

Date:	09/22/2025
Title:	MET Transit Bus Wash Equipment Replacement (Opened 08/05/2025) - Recommend Cucancic Construction Inc. $578,490.
Presented by:	Rusty Logan
Department:	Transit
Presentation:	No
Legal Review:	Template Contract
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council approve and award the MET Transit Bus Wash Equipment Replacement Project to Cucancic Construction Inc. for $578,490.

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

On October 22, 2024, City of Billings Administration approved Amendment 20 with the Aviation and Transit Department's contracted A&E firm (Morrison-Maierle) for the design, engineering, and project management of a bus wash equipment replacement project for the drive-thru bus wash located at MET's primary facility, the METroplex, at 1705 Monad Rd. This project consists of the replacement of existing bus wash equipment that is no longer in an operable state. The current bus wash system was installed in 2008 and the brush system regularly caused damage to the MET Transit heavy-duty bus fleet as it was no longer configured correctly to match new vehicle designs. Further, the current wash equipment configuration is not able to be used for the fully electric buses as the bus height exceeds the current maximum vehicle size able to be accommodated by the setup. Finally, the existing equipment was not usable in temperatures below freezing due to the configuration of both the equipment, building heaters, and the overhead door systems. This project will update equipment to a fully touchless system to mitigate any future potential damage from moving brushes while installing equipment to a height that accommodates the entire bus fleet; the accompanying overhead door system and heater systems will also be updated to include features allowing use of the wash in cold weather. Through this project, MET Transit will extend the useful life of its 43+ year old primary facilities by improving functionality and refurbishing existing building space.

This project was advertised in the Yellowstone County News on July 11, 2025, July 18, 2025 and July 25, 2025. On August 05, 2025, the following bids were received:

CONTRACTOR BID
Cucancic Construction $563,490
Langlas, $595,000

See "Fiscal Effects" for explanation of the difference in amount of bid received and recommended contract award.

ALTERNATIVES

City Council may:

- Approve the award of the MET Transit Bus Wash Equipment Replacment Project to Cucancic Construction Inc. for $578,490; or,
- Not Approve the award, reject all bids, and delay the project.

FISCAL EFFECTS

The MET Bus Wash Equipment Replacement project will be executed using a combination of Federal and local funding. MET has adequate capital reserves to execute this project and will be utilizing Section 5339(A) formula federal funds; this project was budgeted and approved in the FY25 Capital Improvement Plan and is currently programmed in the adopted Transportation Improvement Plan. For the final contract, the A&E recommended Owner (City) contingency be increased from the included bid amount of $10,000 to $25,000; this allows for approximately 4.3% of total project available for contingency purposes. With this increase, total recommended award to Cucancic Construction Inc is $578,490. Funding details as follows:

Total (100%)	Federal (80%)	Local(20%)
$578,490	$462,792	$115,698

City Council Regular

Date:	09/22/2025
Title:	W.O. 23-31: Millice Park Irrigation System Replacement The Good Earth Works Company, Inc.
Presented by:	Cole McQuillan, Parks Superintendent
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Not Applicable
Project Number:	W.O. 23-31

RECOMMENDATION

Staff recommends City Council accept the lowest responsible bid from The Good Earth Works Company, Inc. in the amount of $374,306.00.

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

Millice Park Irrigation System Replacement is a FY26 CIP project, and is to replace the aging irrigation system at Millice Park. Millice Park is located at the corner of Central Avenue and 29th Street West. The new improvements include installation of an irrigation system, pump station, concrete vault, and electrical upgrades. The existing irrigation system is aging and is operated manually. The manual irrigation system requires a park attendant to operate the system and disrupts activities during the day. An automated system will free up the attendant to focus on other duties and enable irrigation operations to occur overnight, opening up more hours during the day for recreation and activities. Furthermore, irrigating overnight will save water due to daytime evaporation. The project was advertised on August 8, August 15, and August 22, 2025, in the Yellowstone County News and on the City's website. Bids were opened on September 2, 2025, and three bids were received. A-1 Landscaping's bid was rejected and considered "non-responsive" as it was missing the Bid Bond, Unit Prices, and Qualifications. The Good Earth Works Company submitted the lowest, responsible bid.

STAKEHOLDERS

PRPL department
City of Billings
Users of Millice Park

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve and continue to operate an energy and water inefficient, labor-intensive, manual irrigation system through daytime hours limiting park activities and operations.

FISCAL EFFECTS

The FY26 CIP has $400,000.00 budgeted for Millice Park Irrigation System Replacement. Two responsive bids were received from The Good Earth Works Company, Inc. for $374,306.00, and Greater Gallatin Contractors, Inc. for $449.00.00. There is an adequate budget to award this project to the lowest bidder for $374,306.00.

Attachments

Bid tab
Good Earth Works
Greater Gallatin Contractors
Award Recommendation
Millice Irrigation plans
Legal Ad

Contact: Cole McQuillan
mcquillanc@billingsmt.gov

BID TABULATION SUMMARY

PROJECT NAME: **W.O. 23-31: Millice Park Irrigation System Replacement**

9/2/2025

NAME OF BIDDER	Greater Gallatin Contractors	A-1 Landscaping	The Good Earth Works
STATE	**MT**	**MT**	**MT**
Type of Security	Bond	Bond Approval	Bond
Addendum(s)	1	1	1
Total Bid	$449,000.00	$660,000.00	$374,306.00

INVITATION TO BID

Separate sealed bids for the construction of Millice Park Irrigation System Replacement will be received by the Billings City Clerk, P.O. Box 1178, Billings, MT 59103 or bids@billingsmt.gov until 2:00 p.m. local time on Tuesday, September 2, 2025 and then publicly opened and read aloud. The bid opening will be via Facebook Live on the City's Facebook page: Billings MT City Government.

The project consists of: Removal of existing irrigation equipment, pump, concrete vault, and the installation of a new irrigation system, pump station, and electrical upgrades.

The bidding documents consisting of Drawings and Project Manual may be examined or obtained at the office of STEINER THUESEN PLLC; 1925 Grand Avenue Suite 105, Billings, MT 59102 in accordance with Article 2.1 of Instructions To Bidders. Required deposit is $100.00 per set, which is not refundable. There is no charge for digital copies. Bidders submitting bids as a General Contractor must obtain a set of plans from the Landscape Architect and be listed on the Landscape Architect's Planholders list in accordance with Article 2.4 of the Instructions to Bidders. Bidding documents may also be examined at City of Billings PRPL, 390 N. 23rd Street, Billings, MT 59101, and www.montanabid.com

There will be a non-mandatory Pre-Bid meeting at 390 N. 23rd Street, Billings, MT 59101 at 11:00 a.m. on August 25, 2025. Interested CONTRACTORS are encouraged to attend. Contact Nathan Steiner by telephone at (406) 252-5545 x10 or by email at nathan@steinerthuesen.net for more information on the Pre-Bid meeting.

CONTRACTOR and any of the CONTRACTOR'S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the laws of Yellowstone County and the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the "City of Billings, MT" in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided. Bids submitted via email shall have the bid bond scanned and included with the bid. Bids submitted via mail shall have any of the bid securities included.

No bid may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 p.m. local time, September 2, 2025.

For further information concerning this project, please contact Nathan Steiner with STEINER THUESEN PLLC by telephone at (406) 252-5545 ext. 10 or by email at nathan@steinerthuesen.net, or Cole McQuillan with Parks, Recreation, and Public Lands by telephone 406-657-8367 or by email mcquillanc@billingsmt.gov at 390 N. 23rd St., Billings, MT 59101. End of day on Wednesday, August 27, 2025 is the last day for questions.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of the OWNER.

The City of Billings is an Equal Opportunity Employer.

Published on August 8, 15, and 22, 2025.

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

Dept:	PRPL
Published:	August 8, 2025
	August 15, 2025
	August 22, 2025

Billings
PARKS
AND RECREATION

STEINER
THUESEN
PLLC
GOLF COURSE ARCHITECTURE
IRRIGATION DESIGN
LANDSCAPE ARCHITECTURE
1925 GRAND AVE. SUITE 105
P.O. BOX 22943
BILLINGS, MT 59104
406/252-5545 FAX 245-9855

W.O. 23-31

BID SUBMITTAL PACKAGE

Millice Park Irrigation System Replacement

BID SUBMITTED BY:

The Good Earth Works Co., Inc.

THESE DOCUMENTS MUST BE EXECUTED FOR BID

- [ ] **BID FORM (COMPLETED)**
- [ ] **ADDENDA (ACKNOWLEDGED IN BID FORM)**
- [ ] **10% BID SECURITY (ENCLOSED)**
- [ ] **UNIT PRICES PER SP-45 (COMPLETED)**
- [ ] **QUALIFICATIONS PER SP-46 (COMPLETED)**

- Bids submitted via email shall have the **bid bond** scanned and included with the bid. Emailed bids should be sent to bids@billingsmt.gov
- Bids submitted via mail shall have any of the bid securities included. Mailed bids should be sent to City of Billings, PO Box 1178, Billings, MT 59103.
- Bids submitted via hand delivery shall have any of the bid securities included. Hand delivered bids should be delivered to City of Billings at the Office of the City Clerk, 210 N. 27th Street, Billings, MT 59101.

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

W.O. 23-31 Millice Park Irrigation System Replacement

(Name of Project)

32 29th St.
Billings, Montana 59102

(Location)

CONTRACT IDENTIFICATION AND NUMBER:

W.O. 23-31 Millice Park Irrigation System Replacement

THIS BID SUBMITTED TO:

City of Billings
bids@billingsmt.gov

or

City of Billings
P.O. Box 1178
Billings, MT 59103

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

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

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

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

Addendum No.	Addendum Date
One	8/21/2025

STEINER THUESEN PLLC

GOLF COURSE ARCHITECTURE • IRRIGATION DESIGN • LANDSCAPE ARCHITECTURE

W.O. 23-31 MILLICE PARK IRRIGATION SYSTEM REPLACEMENT
ADDENDUM #1
August 21, 2025

CLARIFICATIONS: none

CHANGES TO PRIOR ADDENDA: none

BIDDING REQUIREMENTS: none

CONDITIONS OF THE CONTRACT: none

SPECIFICATIONS:

1. SECTION 00200 Instructions to Bidders, Article 2:
    a. Add 2.4:
        i. Bidders submitting bids as a General Contractor must obtain a set of plans from the Landscape Architect and be listed on the Landscape Architect's Planholders list. Bids received from General Contractors that are not on the Planholders list will be considered non-responsive and rejected.
2. Insert the accompanying specifications in the project manual in their respective locations as noted in the Table of Contents
    a. 024119 - Selective Demolition
    b. 221125 - Pump Station
    c. 260500 - Electrical
    d. 312334 - Irrigation Trenching & Backfilling
    e. 328400 - Irrigation System

DRAWINGS:

1. Sheet I1.4, Pump Details, Detail 1
    a. Filter flush valve shall be a Rain Bird PESB series valve.
    b. Provide a pressure transducer downstream of the filter to allow for flushing of filter based on pressure differential.
    c. Remove item G- Level Transducer.

Attachments: 024119 - Selective Demolition
221125 - Pump Station
260500 - Electrical
312334 - Irrigation Trenching & Backfilling
328400 - Irrigation System

THIS ADDENDUM IS HEREBY ATTACHED TO AND MADE A PART OF THE CONTRACT DOCUMENTS, AND EACH BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN WRITING ON HIS BID.

END ADDENDUM #1

1925 GRAND AVE. SUITE 105 P.O. BOX 22943 BILLINGS, MT 59104 406/252-5545 FAX 245-9855

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

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

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

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

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

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

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

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

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

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

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

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

LUMP SUM BID

Base Bid:

TOTAL LUMP SUM BID PRICE$ 374,306.00

(Figures)

TOTAL LUMP SUM BID PRICE Three Hundred & Seventy Four Thousand & Three Hundred & Six Dollars

(Words)

A. Lump Sum Prices have been computed in accordance with 11.01 of the General Conditions.

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

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

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

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

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

B. Unit Prices, See Special Provisions.

C. Irrigation Contractor Qualifications, see Special Provisions.

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

SUBMITTED on September 1, 2025.
(Date)

Montana Contractor's Registration # (if any) 31625

Montana Contractor's Gross Receipts Account # 4045313004
(Example: XXXXXX-XXX-CGR)
Employer's Tax ID No. 81-0529137

If BIDDER is:

An Individual: _____
(Name typed or printed)
By: _____
(Individual's Signature)
Doing business as: _____

Business Address: _____

_____

Phone No.: _____ FAX No: _____

A Partnership: _____
(Partnership Name)
By: _____
(Signature)
_____
(Name, typed or printed)
Business Address: _____

_____

Phone No.: _____ FAX No: _____

A Corporation: The Food Earth Works Co., Inc.
(Corporation Name)

State of Incorporation: Montana

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

By: J S Zgraggen
(Signature of person authorized to sign)

Title: Vice-President

Attest: Claire Johnson
(Signature)

Business Address: 4215 Hwy 312
Billings, MT 59105

Phone No.: 406-373-5155 FAX No: 406-373-5706

Date of Qualification To Do Business Is: 11/26/1999

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

_____

Phone No.: _____ FAX No: _____

Joint Venturer Name:_____
(Name)

By:_____
(Signature of Joint Venture Partner)

Name:_____
(Name, printed or typed)

Title:_____

Business Address:_____

_____

Phone No.:_____FAX No: _____

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

_____

Phone No.:_____FAX No: _____

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

END OF SECTION

BID BOND

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

BID BOND

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

BIDDER *(Name and Address)*:
The Good Earth Works Co., Inc.
4215 Highway 312
Billings, MT 59105
SURETY *(Name, and Address of Principal Place of Business)*:
Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105
OWNER *(Name and Address)*:
City of Billings
PO Box 1178
Billings, MT 59103

BID
Bid Due Date: September 2, 2025
Description: Millice Park Irrigation System Replacement, Billings, Montana

BOND
Bond Number: Bid Bond
Date: September 2, 2025
Penal sum Ten Percent of Amount Bid $ 10%
(Words) (Figures)

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

BIDDER
The Good Earth Works Co., Inc. (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature
John S. Spray
Print Name
Vice-President
Title

Attest: _____
Signature
Witness
Title

SURETY
Swiss Re Corporate Solutions America Insurance Corporation (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)
Naomi Gerber
Print Name
Attorney-in-Fact
Title

Attest: _____
Signature
Shawna Tjaaland Witness
Title

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

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

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

3. This obligation shall be null and void if:

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

3.2 All Bids are rejected by Owner, or

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

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

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

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

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

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

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

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall

govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: Naomi Gerber

Principal: The Good Earth Works Co., Inc.
Obligee: City of Billings
Bond Description: Millice Park Irrigation System Replacement, Billings, Montana
Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

State of Illinois
County of Cook ss

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 28, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of September, 2025.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC

shall be accomplished by hand. Piping that is installed within 10' of any tree shall be installed perpendicular to the tree to the extent possible to minimize root damage. Unnecessary pulling or mechanical trenching within 10' of any tree may result in a financial damage assessment by the Owner to the Contractor as noted in the next paragraph. Contractor shall anticipate adjustments to the piping and system layout to work with existing trees.

Any overhanging branches or underlying roots which may be crushed, scarred, broken, or damaged in any way due to unavoidable construction activity shall be reported to the City Forester so that preventive action may be taken to minimize tree damage. **Any trees damaged shall be the responsibility of the Contractor to repair or replace as determined by the City Forester and the valuation shall be determined by "Landscape Trees, Shrubs and Other Plants," published by International Society of Arboriculture.** Any financial damage assessments will be deducted from the Contractor's pay request.

Prior to backfilling any trench or ditch the City Forester shall be notified to inspect any repairs made to damaged roots. All exposed roots shall be pruned, or trimmed using a hand pruner or hand saw. Axe cuts will not be allowed.

Upon completion of construction, the Contractor shall notify the City Forester for a final inspection of the trees whether or not any damage occurred. Any damage found to have been caused by the construction activity of the Contractor shall be the remedial responsibility of the Contractor.

SP-43 INSURANCE

Listing of the Engineer/Architect and the Engineer/Architect's Consultants as additional insured under this section shall conform to the Insurance Services Office (ISO) endorsement CG 2031 and GC 2032 "Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured". Copies of the additional insured endorsement shall be provided to the Engineer/Architect for approval prior to execution of the contract.

SP-44 COORDINATION WITH UTILITY PROVIDERS

The Contractor shall be responsible for all coordination with utility providers. This includes but is not limited to coordination with Northwestern Energy for electrical upgrades, and the BBWA work taking place in the canal right-of-way. The Owner will pay Northwest Energy for the electrical upgrades, the Contractor shall be responsible for formally requesting the upgrades and completing any applications, etc.

SP-45 UNIT PRICES

The following unit prices may be used to adjust the contract sum in the event the Owner desires to increase or decrease the scope of work. The Contractor understands the Owner

reserves the right to select any, all or none of the unit prices, and to adjust the contract amount accordingly.

All unit prices shall be for all work required to furnish and install, including incidentals, complete-in-place systems. Unit price items may or may not be included in base bid work. No adjustment to base bid and alternative amounts shall be made without written authorization prior to commencement of the work.

These unit prices are to be filled out and provided with the Bid. Bids received without this section filled out may be considered non-responsive.

UNIT	ITEM DESCRIPTION	UNIT COST
SF	TRENCH RESTORATION WITH SEED	1.00
EA	6504 SERIES ROTOR WITH SWING JOINT	155.00
EA	AIR RELIEF VALVE AS DETAILED	1,250.00
EA	3" ISOLATION VALVE AS DETAILED	875.00
EA	MAINLINE DRAIN VALVE AS DETAILED	805.00
EA	44 NP QUICK COUPLING VALVE AS DETAILED	795.00
EA	1" ELECTRIC CONTROL VALVE AS DETAILED	1,515.00
EA	1-1/2" ELECTRIC CONTROL VALVE AS DETAILED	1,515.00
EA	2" ELECTRIC CONTROL VALVE AS DETAILED	1,515.00
EA	2" MASTER VALVE WITH 2" FLOW SENSOR AND GATE VALVE ASSEMBLY AS DETAILED.	6,600.00
EA	60 STATION SATELLITE CONTROLLER INSTALLED AS DETAILED	15,000.00
EA	RAIN SENSOR AS SPECIFIED	250.00
EA	GROUNDING GRID AS DETAILED	825.00
LF	3" CL 200 PVC MAINLINE PIPE	9.75
LF	3" CL 200 PVC LATERAL PIPE	8.70
LF	2" CL 200 PVC LATERAL PIPE	4.40
LF	1-1/2" CL 200 PVC LATERAL PIPE	2.75
LF	1" CL 200 PVC LATERAL PIPE	1.60
LF	6" SCH 40 PVC SLEEVE	33.00
LF	4" SCH 40 PVC SLEEVE	25.00
LF	3" SCH 40 PVC SLEEVE	12.00
LF	2-WIRE COMMUNICATIONS CABLE IN CONDUIT	1.60
EA	IVM-SOL INSTALLED	330.00
EA	IVM-OUT INSTALLED	915.00
EA	IVM-SEN INSTALLED	915.00

EA	IVM-SD INSTALLED WITH GROUND ROD	440.00
LF	1" SCH 40 PVC CONDUIT	1.90
LF	1-1/2" SCH 40 PVC CONDUIT	3.25
LF	2" SCH 40 PVC CONDUIT	7.70
LS	PREFABRICATED PUMP STATION AS SPECIFIED	186,125.00
LS	DEMO AND REMOVAL OF EXISTING CONCRETE VAULT AT PUMP STATION	6,600.00
LS	PROJECT SIGN	1,000.00
LS	ELECTRICAL UPGRADES AND ROUTING TO PUMP STATION	14,272.00
LS	WET WELL INSTALLED	31,275.00
LS	CONCRETE PAD AT PUMP STATION	2,900.00
LS	8" INLET FLUME AND BUTTERFLY VALVE AT PUMP STATION	4,750.00

SP-45 IRRIGATION CONTRACTOR QUALIFICATIONS

Time is of the essence of this project. Additionally, the project must be completed according to the contract documents and the best current trade practices. Any Contractor proposing to do work on the irrigation system will be required to submit documentation and evidence of successful completion of irrigation construction experience similar in size and scope. **General Contractors are required to submit the following information as it relates to their sub-contractors with their Bid.** The same requirements apply if the General Contractor is performing the work themselves. Information for each trade shall be separate from other trades.

The Owner shall determine which bidders are responsible in accordance with the submitted Contractor Qualifications. The contract shall be awarded to the lowest responsible bidder whose bid meets the requirements of this section.

The Owner reserves the right to reject bid submissions, if it is determined that a contractor is not qualified to perform the work. Bidders shall complete this form, and return it with their sealed bid for review by the City.

A. Provide contact information for the irrigation contractor / sub-contractor.

Legal Name of Business:	The Good Earth Works, Co. Inc.		
Name:	John S. Spray	Phone number:	406-373-5155
Title:	Vice-President	Email address:	john@goodearthworks.net
Business address of corporate office:	4215 Hwy 312 Billings, MT 59105		

B. Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	8
Estimate of revenue for current year (2025):	3,000,000.00
Estimate of revenue for the prior year (2024):	4,200,000.00

C. Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	Yes	As a joint venturer:		
Has the Business:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

D. Provide information regarding public contracts currently under construction or completed within the past five years.

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Was contract completed within the contract time frame? ☐ Yes ☐ No	
Were liquidated damages assessed? ☐ Yes ☐ No	

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Was contract completed within the contract time frame? ☐ Yes ☐ No	
Were liquidated damages assessed? ☐ Yes ☐ No	

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	

Was contract completed within the contract time frame? ☐ Yes ☐ No
Were liquidated damages assessed? ☐ Yes ☐ No

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Was contract completed within the contract time frame? ☐ Yes ☐ No	
Were liquidated damages assessed? ☐ Yes ☐ No	

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Was contract completed within the contract time frame? ☐ Yes ☐ No	
Were liquidated damages assessed? ☐ Yes ☐ No	

***Use separate attachment if necessary to list additional projects.

E. Is the company currently working beyond the contact completion date on any public contract?

☒ Yes ☐ No

F. Provide information regarding equipment and manpower that will be assigned to the project with consideration given to other projects in progress.

Equipment to be assigned to project:	
Bobcat Excavator E24	
Bobcat T65	
Toro Pipe plow	

Manpower that will be assigned to the project:	
4	

F. Provide information regarding the experience of job foreman.

Name: Kirk Melby
Years of experience with current company: 25
Years of experience with previous companies: Unknown
Summary of relevant experience: Irrigation System Install: Lastco Billings, West Laurel Irrigation + Landscaping, Irrigation Install Centennial Park, Landscaping + Irrigation Bemstreel Middle School, Veterans Park Irrigation Install

G. Provide information to demonstrate that the Business has completed a minimum of three (3) irrigation systems of similar size and scope in the last five (5) years. Provide references for each project that is listed.

Reference Project 1 *Required*

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Project Size in Acres:	
Project description:	
Reference Name and Title:	
Reference Telephone Number:	

Reference Project 2 *Required*

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Project Size in Acres:	
Project description:	

The Good Earth Works Co, Inc.
Creating Custom Landscape Environments

PARTIAL LIST OF PROJECTS COMPLETED

BY THE GOOD EARTH WORKS CO., INC.

Arlene Corridor Phase Two
Landscape, Irrigation & Retaining Walls
Owner – City of Billings
Contract Amount: 275,575.00
Carl Thuesen, ASLA
Andy Mattie 406-657-8231

Heights Wal-Mart
Landscape Construction
Owner – Wal-Mart
Contract Amount: 157,216.00
Hardy Construction
Andy Wick 406-252-0510

Mile City, CBOC
Irrigation System Reconstruction
Owner-Dept. of Veterans Affairs
Contract Amount: 215,000.00
FBO Health
Ken 406-447-7371

Yellowstone Family Park
General Contractor – Park
Owner –City of Billings
Contract Amount: 820,000.00
Land Design
Michael Verseman 406-655-3550

City Operation Center
Landscape, Boulder & Irrigation
Owner – City of Billings
Contract Amount: 193,377.00
Land Design
Stacy Robinson 406-655-3550

VOA Elderly Housing
Landscape & Irrigation
Owner – Volunteers of America
Contract Amount: 92,265.00
SBG Architects
Mark Brown 916-373-9300

Kelly Inn
New Hotel Landscape & Irrigation
Owner – Kelly Inn
Contract Amount: 82,000.00
Pro Built Management, Inc.
Jeannette Bailey 406-671-3538

Pompey's Pillar Road & River Walk
Concrete Walks, Irrigation & Landscape
Owner – BLM Billings
Contract Amount: 310,535.00
Peaks to Plains Design
Wendy Warren 406-853-2072

Forsyth Cemetery Irrigation
Irrigation System
Owner – Rosebud County
Contract Amount: 87,610.00
County Commissioner
Joann Stahl 406-356-2251

Pryor Creek Golf Course
Nine Hole Sprinkler System
Pryor Creek Golf
Contract Amount: 657,800.00
2-M Co.
Steve Hackman 406-348-3900

Saint Labre Plaza
Water Feature, Lighting, Concrete & Landscape
Owner – Saint Labre Indian School
Contract Amount: 429,181.00
CTA Architect
Gary Sievers 406-248-7455

Orchard Elementary School
Playground – Phase One, Two & Three
Owner – School District #2
Contract Amount: 912,966.00
Foley Group 406-294-4477

Advanced Care Hospital of Montana
Landscape & Irrigation System
Ernest Health, Inc.
Contract Amount: 186,257.00
M. J. Harris, Inc.
Matt Lewis 205-966-3081

Faith Chapel New Building
Landscape Planting & Irrigation
Owner – Faith Chapel
Contract Amount: 329,903.00
Jones Construction
Dan Jones 406-252-8235

MSU-Billings COT Site Improvements
Irrigation, Central Control & Landscape
Contract Amount: 407,553.00
Land Design – Michael Verseman
MSU – Ken Billman 406-670-0585

Billings Clinic Cancer Center
Landscape Development
Owner – Billings Clinic
Contract Amount 228,435.00
Land Design
Stacy Robinson 406-655-3550

CTA Office Building
Landscape, Irrigation & Roof Garden
Owner – CTA Architects
Contract Amount: 84,150.00
CTA Architect / Engineers
Neil Kiner 406-248-7455

Laurel Middle School
Site Irrigation
Owner – Laurel Public Schools
Contract Amount: 231,474.00
Carl Thuesen, ASLA 406-252-5545

Stockman Bank Addition
Landscape Renovation
Owner – Stockman Bank
Contract Amount: 78,869.00
CTA LandWorks
Eirik Heikes 406-248-7455

Livingston Soccer Complex
Irrigatio & Construction of Fields
Owner – City of Livingston
Contract Amount: 543,000.00
Carl Thuesen, ASLA
Jeff Dickerson

Pioneer & Castle Rock Tennis Courts
New Post Tensioned Tennis Courts
Contract Amount: 605,000.00
Hellas – Michael Burke
City Parks-Mark Jarvis 406-657-8367

Lake Hills Stormwater / Ponds
Golf Course Irrigation, Grading & Seeding
Owner – City of Billings
Contract Amount 210,000.00
Interstate Engineering
Kevin Bonk 406-252-9244

National Guard Readiness Center
Landscape & Irrigation
Owner – Department of Military Affairs
Contract Amount: 421,500.00
Jackson Group, Inc.
Foley Group

U.S. Federal Courthouse-Billings
Irrigation, Landscape & Rooftop Garden
Owner – US General Services
Contract Amount: 267,230.00
M.A. Mortenson Construction
Richard Haag Ass. – Anne James

Medicine Crow Middle School
Landscape & Irrigation
Owner – School District #2
Contract Amount: 323,939.00
Dick Anderson Construction
A&E Architects

Shadow Home – Billings
Landscape, Irrigation & Lighting
Owner – Aaron Sparboe
Contract Amount: 956,225.00
Langlas & Associates
Land Design

Bench Blvd. – Hilltop
Planting and Seeding
Owner – Montana Dept. of Transportation
Contract Amount: 194,950.00
Sanderson / Stewart

Wyndstone Senior Living BP2
Irrigation, Grading & Plantings
Owner – ST. John's Lutheran Ministries
Contract Amount: 232,752.00
General Contractor: Dick Anderson
CTA Architects

Shiloh Conservation Area
Irrigation, Boulder & Rock Weirs
Owner – City of Billings
Contract Amount: 834,610.00
CMG Construction
Land Design

Lambert Sports Complex
Football Complex
Lambert School District
Contract Amount: 468,214.00
James Talcott Construction
Aaron Wall 406-761-0018

8th – Robinson Red Lodge
MSE Wall, Landscape & Irrigation
Owner: State of Montana
Contract Amount: 261,955.00
General: Goran, Inc.
MDT-Construction Bureau

Ben Steel Middle School
Landscape and Irrigation
Owner – School District #2
Contract Amount: 664,523.00
Langlas & Associates
A&E Architects

Ave. C Apartments
Landscape, Pavers & Irrigation
Owner – Ave. C Partners
Contract Amount: 192,201.00
General: Jackson Contractor Group

Gallatin Heights Central Park & Trails
Irrigation, Grading, Landscape & Trails
Owner – Sunrise Homes
Contract Amount: 392,237.00
Land Design / GEW

Hysham Rest Area
Landscape, Irrigation and Seeding
Owner – Montana Dept. of Transportation
Contract Amount: 51,393.00
General Contractor: CDM Smith
Design Build

ICU Addition – St. Vincent Hospital
Retaining Wall, Irrigation & Landscape
Owner – St. Vincent Healthcare
Contract Amount: 158,321.00
General Contractor: Saunders
CTA Architects

Veterans Park
Install Irrigation System Existing Park
Owner – City of Billings
Contract Amount: 343,000.00
General Contractor: GEW
Stiner Thuesen

Ben Steele Middle School
Landscape & Irrigation
Owner – School District #2
Contract Amount: 664,523.00
General Contractor: Langlas & Ass.
A&E Architects

Lewistown Soccer Complex
Irrigation for Three Soccer Fields
Owner-Lewistown Soccer Ass.
Contract Amount: 285,000.00
GEW
Land Design

Poly Vista Park
Irrigation for Four Existing Ball Fields
Owner – City of Billings
Contract Amount: 316,808.00
Weave Construction
Land Design

Lutheran Church of The Good Shepherd
Landscape
Owner – Good Shepherd Church
Contract Amount: 38,763.00
General Contractor: Fisher Construction
Design Build

Medicine Crow – Pond Construction
Grading, Landscape & Irrigation
Owner – School District #2
Contract Amount: 83,865.00
General Contractor: GEW
Design Build

Shiloh Roundabouts
Rock Wall and Plantings
Owner – City of Billings
Contract Amount: 1,200,435.00
General Contractor: GEW
Land Design

Castle Rock Soccer Fields
Import Topsoil, Irrigation & Seed
School District #2
Contract Amount: 451,250.00
General Contractor: First Mark
Sanderson / Strewart

North Park Irrigation System
New Irrigation in Existing Park
Owner – City of Billings
Contract Amount: 435,202.00
GEW
Steiner / Thuesen

Winifred School
Landscape & Irrigation New School
Owner – Winifred School District
Contract Amount: 372,198.00
Dick Anderson Construction
A&E

The Good Earth Works Co, Inc.

Creating Custom Landscape Environments

Ponderosa Irrigation Replacement
Install New Irrigation System
Owner – City of Billings
Contract Amount: 260,550.00
GEW
Steiner / Thuesen

Costco – Billings
Irrigation & Landscape
Owner – Costco
Contract Amount: 2,203,276.00
Lydig Construction
Wiesmen Design Group

KOA Corp. Headquarters
Landscape, Stonework & Irrigation
Owner – KOA
Contract Amount: 295,805.00

Central Tennis Courts
New Tennis courts
Owner – City of Billings
Contract Amount: 794,930.00

Pioneer Park Tennis Court Replacement
Demolition of Old Court Construct New
Court and Repair Irrigation
Owner-City Of Billings
Contract Amount : 1,124,773.00
Steiner Thuesen PLLC

Grandview Park Irrigation System Replacment
New irrigation system, Pump Sation and
New Fill Line
Owner-City of Billings
Contract Amount : 313,062.00
Steiner Thuesen PLLC

Poly Vista Park Phase 2
Landscape, Stonework, & Irrigation
Owner-City of Billings
Contract Amount : 228,624.23
Land Design Michael Verseman

Candlewood Suites Billings, MT
Landscape, Stonework, & Irrigation
Owner-IGH Hotel
Contract Amount : 209,932.00
Second Nature Consulting Eric Sweet

4215 Hwy 312 • Billings, MT 59105 • Phone (406) 373-5155 • Fax (406) 373-5706

Reference Name and Title:
Reference Telephone Number:

Reference Project 3 *Required*

Project Name:	Contract Value:
Project Owner:	
Address:	
Telephone:	
Project Size in Acres:	
Project description:	
Reference Name and Title:	
Reference Telephone Number:	

H. Provide information regarding other relevant irrigation experience completed by the Business.

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

***Use separate attachment if necessary to list additional projects.

END OF SECTION

STEINER THUESEN PLLC
GOLF COURSE ARCHITECTURE
IRRIGATION DESIGN
LANDSCAPE ARCHITECTURE
1925 GRAND AVE. SUITE 105
P.O. BOX 22943
BILLINGS, MT 59104
406/252-5545 FAX 245-9855

W.O. 23-31

BID SUBMITTAL PACKAGE

Millice Park Irrigation System Replacement

BID SUBMITTED BY:

Greater Gallatin Contractors, Inc.

THESE DOCUMENTS MUST BE EXECUTED FOR BID

- [X] **BID FORM (COMPLETED)**
- [X] **ADDENDA (ACKNOWLEDGED IN BID FORM)**
- [X] **10% BID SECURITY (ENCLOSED)**
- [X] **UNIT PRICES PER SP-45 (COMPLETED)**
- [X] **QUALIFICATIONS PER SP-46 (COMPLETED)**

- Bids submitted via email shall have the **bid bond** scanned and included with the bid. Emailed bids should be sent to bids@billingsmt.gov
- Bids submitted via mail shall have any of the bid securities included. Mailed bids should be sent to City of Billings, PO Box 1178, Billings, MT 59103.
- Bids submitted via hand delivery shall have any of the bid securities included. Hand delivered bids should be delivered to City of Billings at the Office of the City Clerk, 210 N. 27th Street, Billings, MT 59101.

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

W.O. 23-31 Millice Park Irrigation System Replacement

(Name of Project)

32 29th St.
Billings, Montana 59102

(Location)

CONTRACT IDENTIFICATION AND NUMBER:

W.O. 23-31 Millice Park Irrigation System Replacement

THIS BID SUBMITTED TO:

City of Billings
bids@billingsmt.gov

or

City of Billings
P.O. Box 1178
Billings, MT 59103

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

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

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

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

Addendum No.	Addendum Date
1	8/21/2025

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

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

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

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

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

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

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

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

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

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

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

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

LUMP SUM BID

Base Bid:

TOTAL LUMP SUM BID PRICE$ 449,000.00
(Figures)

TOTAL LUMP SUM BID PRICE Four Hundred Fourty Nine Thousand Dollars
(Words)

A. Lump Sum Prices have been computed in accordance with 11.01 of the General Conditions.

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

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

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

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

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

B. Unit Prices, See Special Provisions.

C. Irrigation Contractor Qualifications, see Special Provisions.

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

SUBMITTED on September 2nd , 2025.
(Date)

Montana Contractor's Registration # (if any) 153583

Montana Contractor's Gross Receipts Account # 5841418-004-CGR
(Example: XXXXXX-XXX-CGR)
Employer's Tax ID No. 26-2547595

If BIDDER is:

An Individual: _____
(Name typed or printed)
By: _____
(Individual's Signature)
Doing business as: _____

Business Address: _____

_____

Phone No.: _____ FAX No: _____

A Partnership: _____
(Partnership Name)
By: _____
(Signature)
_____
(Name, typed or printed)
Business Address: _____

_____

Phone No.: _____ FAX No: _____

A Corporation: Greater Gallatin Contractors, Inc.

(Corporation Name)

State of Incorporation: Montana

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

By: Mark Haarer

(Signature of person authorized to sign)

Title: President

Attest: _____

(Signature)

Business Address: 212 Discovery Dr. Suite D

Bozeman, MT 59718

Phone No.: 406-570-3784 FAX No: _____

Date of Qualification To Do Business Is: 2004

_____

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name: _____

(Name)

By: _____

(Signature of Joint Venture Partner)

Name: _____

(Name, printed or typed)

Title: _____

Business Address: _____

_____

Phone No.: _____ FAX No: _____

Joint Venturer Name:_____

(Name)

By:_____

(Signature of Joint Venture Partner)

Name:_____

(Name, printed or typed)

Title:_____

Business Address:_____

_____

Phone No.:_____FAX No: _____

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

_____

Phone No.:_____FAX No: _____

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

END OF SECTION

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document A310 (2010 Edition)

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Greater Gallatin Contractors, Inc.
212 Discovery Dr, Suite A
Bozeman, MT 59718

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
18500 W Corporate Dr, Suite 170
Brookfield, WI 53045

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:
(Name, legal status and address)
City of Billings
P.O. Box 1178
Billings, MT 59103

BOND AMOUNT: 10% of Bid (ten percent of bid)

PROJECT:
(Name, location or address, and Project number, if any)
Millice Park Irrigation System Replacement W.O. 23-31
Billings, MT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of August, 2025

(Witness)	*(Contractor as Principal)* *(Seal)*
Kristy Mayala	*(Title)*
(Witness)	*(Surety)* *(Seal)*
	Bryon Mayala Attorney-in-Fact
	(Title)

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Bryon Mayala of Billings, MT

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of January, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of January, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40 5579

Signed and sealed at the City of Brookfield, WI this 25th day of August, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Leavitt Great West Ins Services

reserves the right to select any, all or none of the unit prices, and to adjust the contract amount accordingly.

All unit prices shall be for all work required to furnish and install, including incidentals, complete-in-place systems. Unit price items may or may not be included in base bid work. No adjustment to base bid and alternative amounts shall be made without written authorization prior to commencement of the work.

These unit prices are to be filled out and provided with the Bid. Bids received without this section filled out may be considered non-responsive.

UNIT	ITEM DESCRIPTION	UNIT COST
SF	TRENCH RESTORATION WITH SEED	4.40
EA	6504 SERIES ROTOR WITH SWING JOINT	489
EA	AIR RELIEF VALVE AS DETAILED	1120
EA	3" ISOLATION VALVE AS DETAILED	955
EA	MAINLINE DRAIN VALVE AS DETAILED	941
EA	44 NP QUICK COUPLING VALVE AS DETAILED	712
EA	1" ELECTRIC CONTROL VALVE AS DETAILED	996
EA	1-1/2" ELECTRIC CONTROL VALVE AS DETAILED	1146
EA	2" ELECTRIC CONTROL VALVE AS DETAILED	1246
EA	2" MASTER VALVE WITH 2" FLOW SENSOR AND GATE VALVE ASSEMBLY AS DETAILED.	3163
EA	60 STATION SATELLITE CONTROLLER INSTALLED AS DETAILED	7302
EA	RAIN SENSOR AS SPECIFIED	549
EA	GROUNDING GRID AS DETAILED	677
LF	3" CL 200 PVC MAINLINE PIPE	45
LF	3" CL 200 PVC LATERAL PIPE	45
LF	2" CL 200 PVC LATERAL PIPE	42
LF	1-1/2" CL 200 PVC LATERAL PIPE	42
LF	1" CL 200 PVC LATERAL PIPE	41
LF	6" SCH 40 PVC SLEEVE	50
LF	4" SCH 40 PVC SLEEVE	45
LF	3" SCH 40 PVC SLEEVE	44
LF	2-WIRE COMMUNICATIONS CABLE IN CONDUIT	42
EA	IVM-SOL INSTALLED	249
EA	IVM-OUT INSTALLED	249
EA	IVM-SEN INSTALLED	539

EA	IVM-SD INSTALLED WITH GROUND ROD	157
LF	1" SCH 40 PVC CONDUIT	42
LF	1-1/2" SCH 40 PVC CONDUIT	45
LF	2" SCH 40 PVC CONDUIT	45
LS	PREFABRICATED PUMP STATION AS SPECIFIED	239,963
LS	DEMO AND REMOVAL OF EXISTING CONCRETE VAULT AT PUMP STATION	8,812
LS	PROJECT SIGN	950
LS	ELECTRICAL UPGRADES AND ROUTING TO PUMP STATION	8,334
LS	WET WELL INSTALLED	14,115
LS	CONCRETE PAD AT PUMP STATION	7,338
LS	8" INLET FLUME AND BUTTERFLY VALVE AT PUMP STATION	6,347

SP-45 IRRIGATION CONTRACTOR QUALIFICATIONS

Time is of the essence of this project. Additionally, the project must be completed according to the contract documents and the best current trade practices. Any Contractor proposing to do work on the irrigation system will be required to submit documentation and evidence of successful completion of irrigation construction experience similar in size and scope. **General Contractors are required to submit the following information as it relates to their sub-contractors with their Bid.** The same requirements apply if the General Contractor is performing the work themselves. Information for each trade shall be separate from other trades.

The Owner shall determine which bidders are responsible in accordance with the submitted Contractor Qualifications. The contract shall be awarded to the lowest responsible bidder whose bid meets the requirements of this section.

The Owner reserves the right to reject bid submissions, if it is determined that a contractor is not qualified to perform the work. Bidders shall complete this form, and return it with their sealed bid for review by the City.

A. Provide contact information for the irrigation contractor/sub-contractor.

Legal Name of Business:	Greater Gallatin Contractors, Inc.		
Name:	Stephen Olsen	Phone number:	406-581-4429
Title:	Senior Project Manager	Email address:	solsenggc@gmail.com
Business address of corporate office:	212 Discovery Drive, Suite D		
	Bozeman, MT 59718		

B. Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	75
Estimate of revenue for current year (2025):	$8M
Estimate of revenue for the prior year (2024):	$8M

C. Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 20				
As a general contractor:	20	As a joint venturer:	20	
Has the Business:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

D. Provide information regarding public contracts currently under construction or completed within the past five years.

Project Name: Bozeman Public Safety Center	Contract Value: 445,000
Project Owner: City of Bozeman	
Address: 901 N Rouse Ave, Bozeman, MT 59715	
Telephone: 406-582-2000	
Was contract completed within the contract time frame? ☒ Yes ☐ No	
Were liquidated damages assessed? ☐ Yes ☒ No	

Project Name: N. 7th Streetscape	Contract Value: 1,208,063
Project Owner: City of Bozeman	
Address: N. 7th between Mendenhall and Durston	
Telephone: 406-582-2000	
Was contract completed within the contract time frame? ☒ Yes ☐ No	
Were liquidated damages assessed? ☐ Yes ☒ No	

Project Name: Aspen St and N. 5th	Contract Value: 164,561
Project Owner: City of Bozeman	
Address: Aspen St and N. 5th	
Telephone: 406-582-2000	

Was contract completed within the contract time frame? ☒ Yes ☐ No
Were liquidated damages assessed? ☐ Yes ☒ No

Project Name: MSU Indoor Athletic Center	Contract Value: 617,927
Project Owner: Montana State University	
Address: 1 Bobcat Cir, Bozeman, MT 59717	
Telephone: 406-994-4221	
Was contract completed within the contract time frame? ☒ Yes ☐ No	
Were liquidated damages assessed? ☐ Yes ☒ No	

Project Name: Lone Peak High School	Contract Value: 771,617
Project Owner: Big Sky School District	
Address: 45465 Gallatin Road, Big Sky, MT 59730	
Telephone: 406-995-4281	
Was contract completed within the contract time frame? ☒ Yes ☐ No	
Were liquidated damages assessed? ☐ Yes ☒ No	

***Use separate attachment if necessary to list additional projects.

E. Is the company currently working beyond the contact completion date on any public contract?

☐ Yes ☒ No

F. Provide information regarding equipment and manpower that will be assigned to the project with consideration given to other projects in progress.

Equipment to be assigned to project:	
Crew Truck and Enclosed Trailer	
Mini Excavator	
Tracked Skid Loader	
Mini Tracked Skid Loader - Dingo	
Trimble GPS	

Manpower that will be assigned to the project:	
Mark Haarer - Owner	
Stephen Olsen - Sr. Project Manager, SWPPP Administrator	
Mike States - Irrigation Project Manager, QWELL	
Ryan Frickel - Irrigation Superintendent	

F. Provide information regarding the experience of job foreman.

Name: Ryan Frickel
Years of experience with current company: 13 Years
Years of experience with previous companies: n/a
Summary of relevant experience: Ryan has been installing irrigation system for last 10 years.

G. Provide information to demonstrate that the Business has completed a minimum of three (3) irrigation systems of similar size and scope in the last five (5) years. Provide references for each project that is listed.

Reference Project 1 *Required*

Project Name: One & Only Moonlight Basin	Contract Value: $10M+
Project Owner: Lone Mountain Land Company	
Address: 77 Roosevelt Rd, Big Sky, MT 59716	
Telephone: 406-993-2323	
Project Size in Acres: 240	
Project description: Luxury Resort Campus in Big Sky, MT. Comprehensive site re-vegetation, landscaping, and irrigation.	
Reference Name and Title: Andy Allen, Director of Construction	
Reference Telephone Number: 406-581-7247	

Reference Project 2 *Required*

Project Name: MSU Indoor Athletic Center	Contract Value: 617,927
Project Owner: Montana State University	
Address: 1 Bobcat Cir, Bozeman, MT 59717	
Telephone: 406-994-4221	
Project Size in Acres: 3.2	
Project description: Landscaping and Irrigation around the new Indoor Athletic Center including the relocation of the throwing events field	

Reference Name and Title: Sam Holt, Langlas Superintendent
Reference Telephone Number: 406-451-4450

Reference Project 3 *Required*

Project Name: White Horse Ranch	Contract Value: $2M+
Project Owner: Bozeman Development Fund	
Address: Bozeman, MT	
Telephone:	
Project Size in Acres: 60	
Project description: Over 100 lot luxury subdivision. Landscaping and irrigation for the common areas including HOA managed Irrigation POC's to each lot. Irrigation was supplied from 3 Watertronic pump stations and 2 cistern well pump sites.	
Reference Name and Title: Donnie Olsson, Managing Partner	
Reference Telephone Number: 406-551-7253	

H. Provide information regarding other relevant irrigation experience completed by the Business.

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

Project Name:	Contract Value:
Project Size in Acres:	
Project description:	

***Use separate attachment if necessary to list additional projects.

END OF SECTION

STEINER THUESEN PLLC

GOLF COURSE ARCHITECTURE • IRRIGATION DESIGN • LANDSCAPE ARCHITECTURE

September 3, 2205

Mr. Cole McQuillan, Superintendent
Billings Parks, Recreation, & Public Lands
390 N 23rd St.
Billings, MT 59101

RE: Millice Park Irrigation System Replacement: ***Award Recommendation***

Dear Cole,

Bids for Millice Park Irrigation System Replacement, were opened on Tuesday. Three bids were received: 1) A-1 Landscaping, 2) The Good Earthworks Company and 3) Greater Gallatin Contractors, Inc. The bid received from A-1 Landscaping was considered "non-responsive" and rejected as it was missing a Bid Bond, Unit Prices, and Qualifications. Following is a comparison of the responsive bids to our estimate.

Bid Tabulation: September 2, 2025	Architect's Estimate	The Good Earth Works Company, Inc	Greater Gallatin Contractors, Inc.
TOTAL BASE BID LUMP SUM PRICE	$415,939.40	$ 374,306.00	$ 449,000.00

The low bid offered by The Good Earth Works Company, Inc. came in about $41,600 below our construction estimate and the other bid came in about $33,000 over the estimate. The Good Earth Works Company, Inc. is a local contractor that has completed 5 irrigation renovation projects over the last 10 years for the City of Billings PRPL. Greater Gallatin Contractors, Inc. is a company out of Bozeman.

The Good Earth Works Company, Inc. provided successful installations on all 5 of the previously completed irrigation renovation projects. We recommend award of the project to The Good Earthworks Company, Inc.

Sincerely,

Nathan G. Steiner, ASLA | CLARB | CGIA
Landscape Architect

1925 GRAND AVE. SUITE 105 P.O. BOX 22943 BILLINGS, MT 59104 406/252-5545 FAX 245-9855

W.O. 23-31 MILLICE PARK IRRIGATION SYSTEM REPLACEMENT

BILLINGS, MONTANA

AUGUST 8, 2025

SHEET INDEX

I1.1	IRRIGATION PLAN
I1.2	IRRIGATION DETAILS
I1.3	IRRIGATION DETAILS
I1.4	PUMP DETAIL



GENERAL NOTES:

1. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING WORK.
2. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. UTILITIES ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE SURVEY. ACCURACY OF INFORMATION IS NOT GUARANTEED. SERVICE LINES MAY NOT BE IN STRAIGHT LINES OR AS INDICATED ON THE PLANS.
3. ALL EXISTING IMPROVEMENTS TO REMAIN AND BE PROTECTED UNLESS NOTED OTHERWISE.
4. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE PREPARED AND SEEDED AS SPECIFIED. A DISTURBED AREA IS DEFINED AS AN AREA WHERE CONSTRUCTION ACTIVITIES INCLUDING DEMOLITION, TRENCHING, EARTHWORK, MATERIAL STORAGE, STAGING, PARKING, OR ANY FORM OF EXCAVATION, COMPACTION, OR TRAFFIC RESULTS IN THE REMOVAL OR DISPLACEMENT OF EXISTING GROUND COVER OR GRADE. CONTRACTOR SHALL REVIEW ALL OTHER CONTRACT DOCUMENTS AND CONTRACTED WORK BY OTHERS TO DETERMINE FULL SCOPE OF POTENTIAL SITE DISTURBANCE TO BE RECLAIMED.
5. REFER TO ALL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

MONTANA NATHANIEL J. STEINER 14145 REGISTERED LANDSCAPE ARCHITECT

PREPARED FOR:

Billings PARKS AND RECREATION

811 Know what's below. Call before you dig.

PREPARED BY:

STEINER THUESEN PLLC

GOLF COURSE ARCHITECTURE
IRRIGATION DESIGN
LANDSCAPE ARCHITECTURE

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BILLINGS, MT 59104
406/252-5545 FAX 245-9855



LEGEND:

SYMBOL	DESCRIPTION	SIZE	MANUF.	MODEL NUMBER
	ROTOR SPRINKLER	55' RADIUS	RAINBIRD	6504-10 10.0 GPM, @ 60 PSI (GREY)
	AIR RELIEF VALVE	2"	BERMAD	C10-SP
	ISOLATION VALVE	LINE SIZE	AS SPECIFIED	
	MAINLINE DRAIN VALVE		AS SPECIFIED	
	QUICK COUPLING VALVE	1"	RAINBIRD	44NP
	ELECTRIC CONTROL VALVE	AS NOTED	RAINBIRD	IVM-PESB
	SATELLITE CONTROLLER	60 STATION	RAINBIRD	ESP-LXIVM-IQNCC4G W/ LXMMSS
	MASTER VALVE/FLOW SENSOR	2"/ 2"	SUPERIOR/FLOMEC	3300200 W/ DC LATCHING SOLENOID/QS200-20
	PUMP STATION	AS SPECIFIED		
	IRRIGATION MAIN- PVC	AS SHOWN		CLASS 200
	LATERAL LINE - PVC	AS SHOWN		CLASS 200
	SLEEVES - PVC	SEE NOTES		SCHEDULE 40

A1 = ZONE #; SD = SURGE DEVICE; 50.0 = GPM

GENERAL NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.
2. IRRIGATION PLAN IS DIAGRAMMATIC IN NATURE. FIELD ADJUSTMENT OF IRRIGATION COMPONENTS MAY BE NECESSARY TO AVOID CONFLICTS WITH EXISTING SITE FEATURES. REASONABLE CHANGES IN PIPE LAYOUT MAY BE MADE BY THE CONTRACTOR WITH THE ADVANCE APPROVAL OF THE ARCHITECT. LINES SHOWN BELOW PAVEMENT ADJACENT TO TURF AREAS ARE TO BE LOCATED IN TURF AREAS.
3. SCHEDULE 40 PVC SLEEVES ARE REQUIRED UNDER ALL HARD AND GRAVEL SURFACES, EXISTING AND PROPOSED. LOCATION AND NUMBER OF SLEEVES IS THE RESPONSIBILITY OF THE CONTRACTOR FOR INSTALLATION OF THE IRRIGATION SYSTEM AS SHOWN. ALL PIPE SLEEVES TO BE 2 PIPE SIZES LARGER THAN PIPE TO BE INSTALLED THROUGH SLEEVE. PROVIDE SEPARATE SLEEVES FOR BOTH 120 V. AND 240 V. WIRING. WIRE SLEEVES TO BE 4" MIN. ANY SLEEVES INDICATED ON THE PLAN ARE FOR THE CONVIENCE OF THE CONTRACTOR.
4. CONTRACTOR SHALL PROVIDE ALL DEVICES, WIRING AND PROGRAMMING FOR A COMPLETE OPERATIONAL SYSTEM.
5. LOCATIONS OF MAINLINE DRAINS MAY VARY. ACTUAL LOCATIONS SHALL BE IN ALL LOW SPOTS ALONG THE MAINLINE IN APPROXIMATE LOCATIONS AS SHOWN.
6. LOCATIONS OF AIR RELIEF VALVES MAY VARY. ACTUAL LOCATIONS SHALL BE IN ALL HIGH SPOTS ALONG THE MAINLINE IN APPROXIMATE LOCATIONS AS SHOWN.
7. CONTRACTOR SHALL MAINTAIN AN ACCURATE, CURRENT AS-BUILT ON THE JOB AT ALL TIMES.
8. ZONES WITH FLOWS THROUGH 60 GPM TO HAVE 1-1/2" CONTROL VALVES. ZONES WITH FLOWS 61 GPM AND GREATER TO HAVE 2" CONTROL VALVES.
9. CONTRACTOR SHALL COORDINATE AND PAY FOR TECHNICAL SUPPORT NEEDS WITH CONTROL SYSTEM MANUFACTURER AND SERVICE PROVIDERS AS REQUIRED FOR COMPLETE AND FUNCTIONAL SYSTEM.
10. ALL CONDUIT TO BE 1" MINIMUM, UNLESS NOTED OTHERWISE. CONCEAL OR BURY WHEREVER POSSIBLE. ALL VISIBLE CONDUITS SHALL BE ROUTED AS DIRECTED AND PAINTED TO MATCH MOUNTING SURFACES. ALL BURIED CONDUITS SHALL BE ELECTRICAL GRADE SCHEDULE 40 PVC. ALL CONDUITS ABOVE GRADE SHALL BE SCHEDULE 80 PVC.
11. ADJUST ALL HEADS AS REQUIRED TO PREVENT OVERSPRAY ONTO BUILDINGS AND STREETS.
12. CONTROLLER LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
13. DESIGN BASED ON 0.28"/DAY WATER REQUIREMENT, 5 DAYS/WEEK WITH AN 8 HOUR WATER WINDOW WITH 60 PSI AT ALL 6504 IRRIGATION HEADS. OVERALL SYSTEM REQUIREMENTS AT THE POC ARE 135 GPM @ 82 PSI. (INCLUDES FILTER FLUSH AND SCREEN FLOWS)
14. POWER FOR CONTROLLER TO BE SUPPLIED AT PUMP STATION.
15. OWNER'S APPROVAL REQUIRED FOR WORK WITHIN 10' OF ANY TREE, SEE SPECIAL PROVISIONS.
16. REFER TO DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

KEY NOTES:

1. IRRIGATION CONTROLLER TO BE MOUNTED ON EXTERIOR OF PUMP STATION ENCLOSURE, SEE 1/I1.4.
2. REFER TO 2/I1.4 FOR INFORMATION REGUARDING ELECTRICAL SERVICE.
3. REMOVE AND RETURN EXISTING PUMP TO OWNER. REMOVE EXISTING ENCLOSURE AND WET WELL.
4. VERIFY LOCATION OF MEADOWLARK SCHOOL IRRIGATION SPRINKLERS. ADJUST NEW SPRINKLERS AS REQUIRED TO ENSURE THEY ARE SOUTH OF MEADOWLARD SPRINKLERS.
5. NEW PUMP STATION AND WET WELL, SEE 1/I1.4.

0 15' 30' 60'

NORTH

MONTANA
NATHAN G. STEINER
08
REGISTERED LANDSCAPE ARCHITECT

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W.O. 23-31 MILLICE PARK IRRIGATION SYSTEM REPLACEMENT

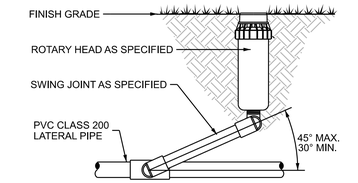
IRRIGATION PLAN

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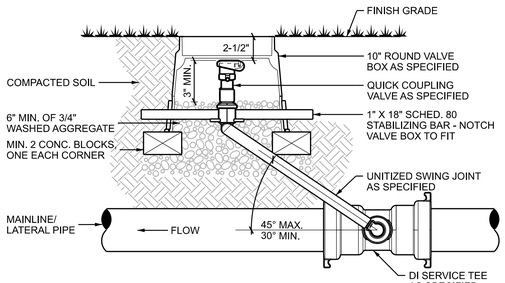
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SHEET
I1.1



1 TYPICAL ROTOR HEAD

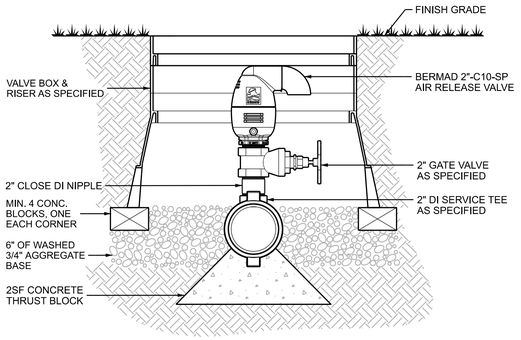
NOT TO SCALE



NOTES:
1. DO NOT DRIVE REBAR THROUGH TABS ON SWING JOINT, STABILIZING BAR TO BE USED.

2 TYPICAL QUICK COUPLER

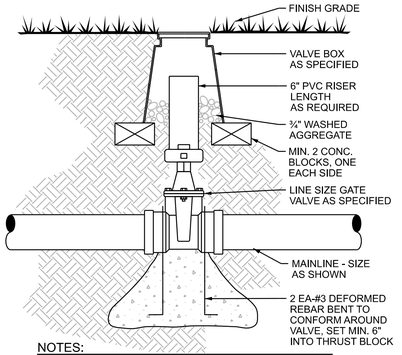
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NOTES:
1. ROTATE TEE ON MAINLINE AS NECESSARY TO ENSURE CLEARANCE IS PROVIDED BETWEEN LID AND TOP OF AIR RELEASE VALVE.
2. PROVIDE 1" MIN. SPACE BETWEEN BOTTOM OF VALVE BOX AND TOP OF MAINLINE.

3 AIR RELIEF VALVE

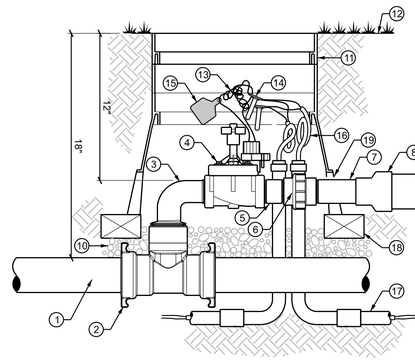
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NOTES:
1. FOR THRUST BLOCK SIZES, SEE THRUST BLOCK DETAIL AND SIZE THRUST BLOCK BASED ON TEES OF SAME SIZE AS ISOLATION VALVE.
2. THIS DETAIL FOR VALVES 3" AND LARGER.

4 MAINLINE ISOLATION VALVE

NOT TO SCALE

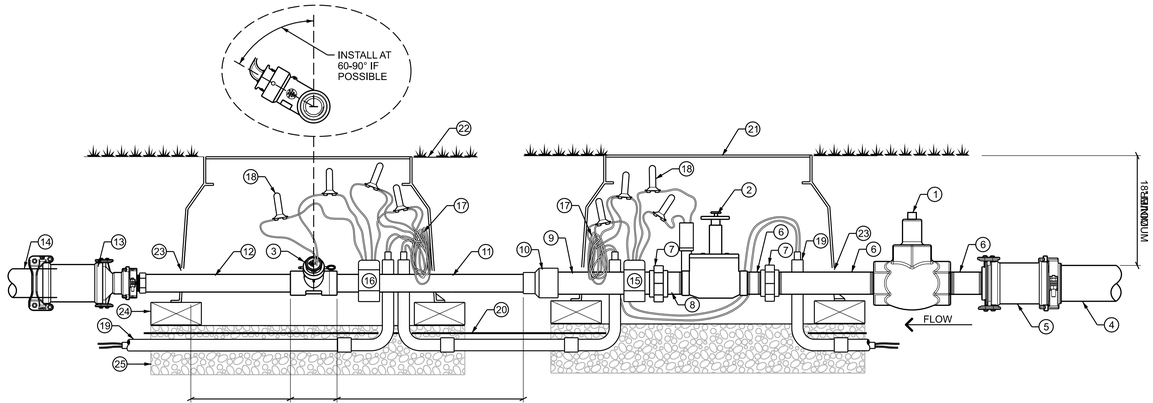


LEGEND:
1. MAINLINE.
2. HARCO D.I. SWIVEL TEE.
3. 2" HARCO LATERAL 90° SWIVEL.
4. ELECTRIC VALVE AS SPECIFIED.
5. 2" X 2" T.B.E. SCH 80 NIPPLE.
6. 2" - T X T SCH. 80 UNION.
7. 2" X 4" SCH. 80 T.O.E. NIPPLE.
8. 3" X 2" SCH 80 1 PIECE REDUCER COUPLING.
9. SOLVENT WELD PIPE TO LATERALS.
10. 6" OF WASHED 3/4" AGGREGATE BASE, MAINTAIN 2" CLEARANCE BELOW VALVE.
11. VALVE BOX AS SPECIFIED, RISER AS REQUIRED.
12. FINISH GRADE.
13. PROVIDE 20 EXPANSION COILS EACH WIRE.
14. DBY WIRE CONNECTORS AS SPECIFIED, MAKE ALL SPLICES IN VALVE BOX.
15. VALVE ID TAG, AS SPECIFIED.
16. PROVIDE 3' MINIMUM OF 2-WIRE CABLE ON EACH LEG COILED UP NEATLY IN VALVE BOX.
17. 2-WIRE CONTROL CABLE IN CONDUIT, 1" MIN. SEAL ENDS WITH DUCT SEALANT.
18. MIN. 4 CONC. BLOCKS, ONE EACH CORNER.
19. 1" MIN. SPACE BETWEEN LATERAL AND VALVE BOX.

NOTES:
1. ADJUST SIZE OF LATERAL 90°, AND PVC FITTINGS TO MATCH ELECTRIC VALVE SIZE CALLED FOR ON PLANS.

5 TYPICAL ELECTRIC CONTROL VALVE - IVM

NOT TO SCALE

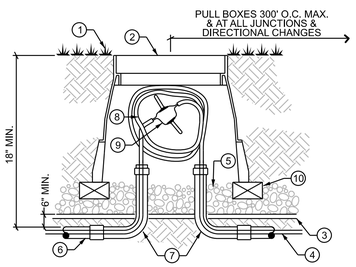


LEGEND:
1. GATE VALVE, SAME SIZE AS MASTER VALVE.
2. MASTER VALVE.
3. FLOW SENSOR, ANGLE PER MANUFACTURER'S REQUIREMENTS.
4. MAINLINE.
5. DI TAPPED CAP W/ RESTRAINT.
6. DI NIPPLE, SIZE TO MATCH MASTER VALVE.
7. SCH 80 PVC UNION. USE BRASS UNION ON 2" AND LARGER.
8. SCH 80 PVC TOE NIPPLE.
9. PVC PIPE, SAME SIZE AS MASTER VALVE.
10. SCH 80 PVC REDUCER, AS REQUIRED.
11. PIPE SIZE TO MATCH SIZE OF FLOW SENSOR.
12. CLASS 200 PVC, SIZE TO MATCH FLOW SENSOR.
13. DI REDUCER W/ RESTRAINT.
14. SUBMAINLINE PIPE TO CONTROL VALVES. SEE PLAN FOR SIZE.
15. IVM-OUT FIELD DECODER WITH WIRES TO MASTER VALVE AND 2-WIRE PATH.
16. IVM-SEN SENSOR DECODER WITH WIRES TO FLOW SENSOR, 2-WIRE PATH & GROUND ROD.
17. SLACK DECODER PATH WIRE, AS SPECIFIED.
18. WIRE CONNECTORS, AS SPECIFIED.
19. 2-WIRE PATH TO CONTROLLER/DECODERS IN CONDUIT, 1" MIN.
20. MARKER TAPE OVER 2-WIRE PATH IN CONDUIT.
21. VALVE BOX AND EXTENSION, AS SPECIFIED.
22. FINISH GRADE.
23. 1" MINIMUM SPACE BETWEEN LATERAL AND VALVE BOX.
24. MIN. 4 CONCRETE BLOCKS, TWO EACH SIDE.
25. 3/4" WASHED AGGREGATE

NOTES:
1. INLET PIPE LENGTH OF FLOW SENSOR MUST BE MIN. 10X PIPE DIA. STRAIGHT, CLEAN RUN OF PIPE, NO FITTINGS OR TURNS. OUTLET PIPE LENGTH OF FLOW SENSOR MUST BE MIN. 5X PIPE DIA. OF STRAIGHT CLEAN RUN OF PIPE, NO FITTINGS OR TURNS.
2. REFER TO LEGEND ON PLAN SHEETS FOR ADDITIONAL INFORMATION FOR MASTER VALVE AND FLOW SENSOR.

6 MASTER VALVE & FLOW SENSOR - RAINBIRD IVM

NOT TO SCALE



LEGEND:
1. FINISH GRADE
2. CARSON 1419-12 BOX & 1419-3B GREY COVER, ELECTRICAL MARKING.
3. PANDUIT HTDU 3R-E MARKER TAPE CONTINUOUS.
4. 2-WIRE COMM CABLE TO CONTROLLERS AND DECODERS.
5. MIN. 4" DEPTH CRUSHED AGGREGATE.
6. PVC SCHED 40 CONDUIT SIZE AS REQUIRED, 1" MIN.
7. 90° SWEEP ELL.
8. MIN. 60" LOOP OF CONDUCTORS IN PULL BOX.
9. SPLICES MADE WITH DBY SPLICE KITS. FIELD SPLICES PERMITTED ONLY AT DECODERS.
10. CONC. SUPPORT BLOCK EACH CORNER.

NOTES:
1. AT PULL/SPLICE LOCATIONS EXTEND CONDUIT TO WITHIN 6" OF CARSON BOX COVER AND CLOSE CONDUIT WITH DUCT SEALANT.
2. INCLUDE PULL/SPLICE BOXES ON AS-BUILT DRAWINGS.

7 2-WIRE CONTROL PULL / SPLICE BOX

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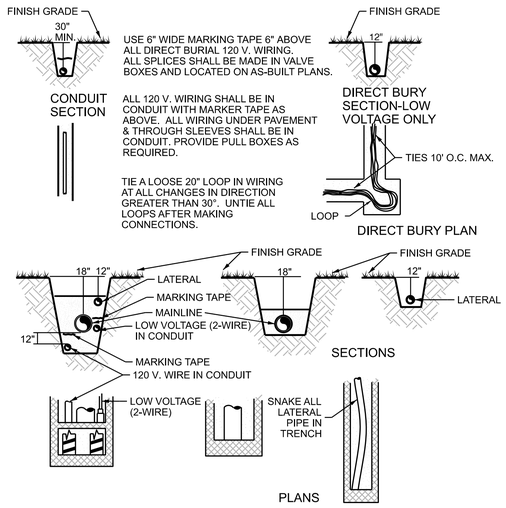
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IRRIGATION DETAILS

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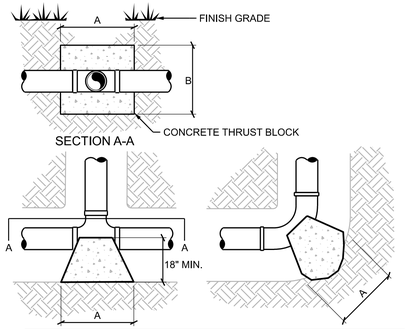
SHEET
I1.2



NOTES:
1. 120 V. WIRE TO BE INSTALLED ON THE SIDE OF THE MAINLINE AS SHOWN ON THE PLANS, SEE ELECTRICAL.
2. LOW VOLTAGE WIRE TO BE INSTALLED IN 1" CONDUIT (MIN.) INSTALLED OPPOSITE THE 120 V. WIRE AT MAINLINE PIPE DEPTH.

1 TRENCHING DETAILS

NOT TO SCALE

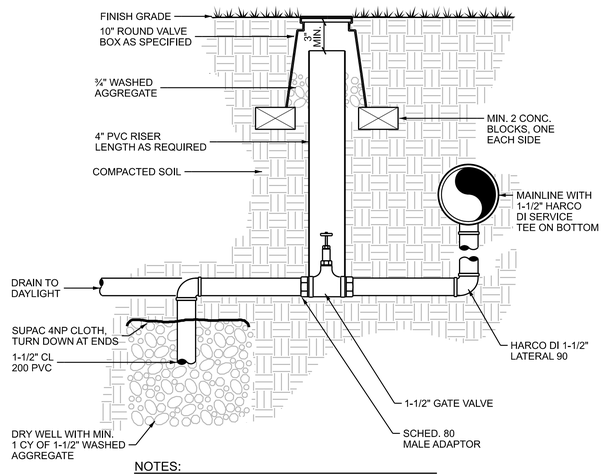


PIPE SIZE	TEES & PLUGS		ELBOWS					
			22-1/2°		45°		90°	
	A	B	A	B	A	B	A	B
3-4"	24"	12"	9"	12"	12"	17"	21"	18"
6"	33"	18"	12"	18"	24"	18"	32"	24"
8"	40"	24"	16"	24"	30"	24"	45"	30"
10"	50"	30"	20"	30"	40"	30"	61"	36"
12"	61"	36"	28"	30"	56"	30"	87"	36"

NOTES:
1. ALL PIPES TO BE CENTERED ON THRUST BLOCKS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING ADEQUATE THRUST BLOCKS IN ALL PIPING INSTALLATION.
3. THRUST BLOCKS NOT REQUIRED ON 2-1/2" & SMALLER PIPE.

2 TYPICAL THRUST BLOCKS

NOT TO SCALE



NOTES:
1. DRAIN TO DAYLIGHT WHEREVER POSSIBLE. TRANSITION TO STEEL PIPE 36" BEFORE END OF PIPE.

3 TYP. MAINLINE DRAIN

NOT TO SCALE

NOTES:
1. ALL WIRE SHALL BE INSTALLED IN CONDUIT, 1" MIN. ALONG MAINLINE. INSTALL MARKER TAPE OVER 2-WIRE PATH.

LEGEND:
- SATELLITE CONTROLLER
- WIRE PATH A1 (BLUE)

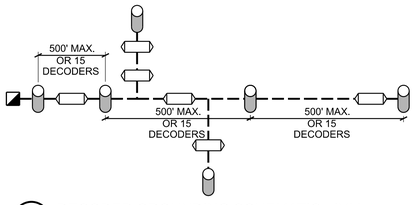


4 2- WIRE COMMUNICATIONS CABLE PATH SCHEMATIC

NOT TO SCALE

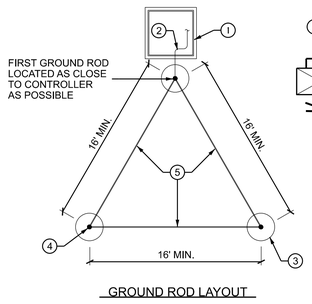
LEGEND:
- CONTROLLER
- LXIVMSD SURGE DEVICE
- DECODER/SOLENOID
- 2-WIRE PATH

NOTES:
1. INSTALL LSP-1 EVERY 500' OR EVERY 15 DECODERS, WHICHEVER IS SMALLER.
2. LSP-1 TO BE CONNECTED TO GROUND ROD(S) WITH ACORN CLAMP. RESISTANCE TO BE 10 OHMS OR LESS.
3. INSTALL SURGE DEVICE WITHIN 25' OF CONTROLLER.
4. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

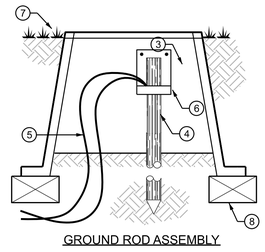


5 DECODER GROUNDING SCHEMATIC - IVM

NOT TO SCALE



GROUND ROD LAYOUT

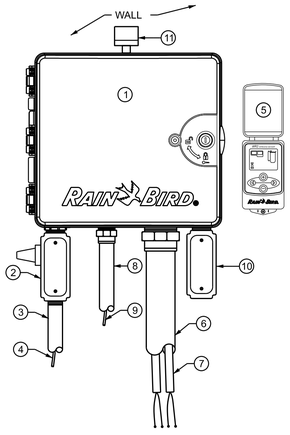


GROUND ROD ASSEMBLY

LEGEND:
1. CONTROL EQUIPMENT
2. SOLID BARE COPPER WIRE (#6 AWG) FROM GROUNDING ROD TO SATELLITE, MAKE WIRE AS SHORT AND STRAIGHT AS POSSIBLE.
3. COVER GROUNDING ROD WITH 10" ROUND VALVE BOX.
4. 5/8" X 8' COPPER CLAD UL LISTED GROUNDING ROD. INSTALL RODS IN SOIL IN A TRIANGULAR PATTERN SPACED A MINIMUM OF 16' APART FROM EACH OTHER. GROUNDING GRID TO HAVE A RESISTANCE OF TEN (10) OHMS OR LESS.
5. BARE COPPER WIRE (#6 AWG) BETWEEN GROUNDING RODS.
6. CADWELD CONNECTOR
7. FINISH GRADE.
8. MIN. 2 CONC. SUPPORT BLOCKS.

6 GROUNDING GRID

NOT TO SCALE

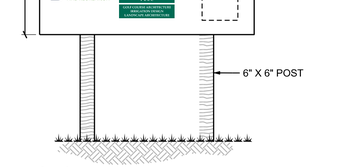


KEY NOTES:
1. WALL MOUNT CONTROLLER AS SPECIFIED.
2. 120 V. JUNCTION BOX WITH INTERMATIC #AG-2401 120 V SURGE ARRESTOR.
3. 1" CONDUIT AND FITTINGS TO POWER SUPPLY.
4. 120 V. POWER SUPPLY WIRE.
5. RAIN SENSOR CONTROLLER INTERFACE WITH CABLE HARNESS. MOUNT INSIDE OF PUMP STATION ENCLOSURE.
6. 2" CONDUIT AND FITTINGS FOR TWO-WIRE CABLE.
7. MAXICABLE 2-WIRE PATH TO DECODERS USE A DIFFERENT CABLE JACKET COLOR FOR EACH PATH.
8. 1" CONDUIT AND FITTINGS TO GROUNDING GRID.
9. #10 BARE COPPER WIRE TO GROUNDING GRID.
10. 1" MIN. LB CONNECTOR WITH SENSOR WIRE TO RAIN SENSOR CONTROLLER. SEAL CONNECTOR CONNECTION AT PUMP ENCLOSURE.
11. EXTERNAL ANTENNA.

NOTES:
1. SEAL ALL PENETRATIONS.
2. PROVIDE ALL FITTINGS AS REQUIRED FOR PROPER INSTALLATION.
3. ALL CONDUIT SHALL BE INSTALLED IN A NEAT AND CLEAN MANNER AND BE SECURED TO ALL SURFACES.
4. VERIFY SIGNAL STRENGTH FOLLOWING INSTALLATION OF ANTENNA.

7 CONTROLLER

NOT TO SCALE



NOTES:
1. PROVIDE COLOR SHOP DRAWING FOR APPROVAL.
2. BACKGROUND TO BE WHITE.
3. PROJECT TITLE TO BE GREEN.
4. "OWNER", "LANDSCAPE ARCHITECT", AND "CONTRACTOR" TO BE BLACK.
5. LOGOS TO BE FULL COLOR.
6. LOCATION TO BE DETERMINED.
7. REMOVE AT END OF PROJECT.

8 PROJECT SIGN

NOT TO SCALE

NATHAN G. STEINER MONTANA LANDSCAPE ARCHITECT REGISTERED

THIS DRAWING IS THE PROPERTY OF THE LANDSCAPE ARCHITECT. IT HAS BEEN PREPARED SPECIFICALLY FOR THIS SITE AND IS NOT TO BE USED FOR ANY OTHER PURPOSE, LOCATION, OR OWNER WITHOUT WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.

W.O. 23-31 MILLICE PARK IRRIGATION SYSTEM REPLACEMENT
IRRIGATION DEAILS

COPYRIGHT 2025
STEINER THUESEN PLLC

STEINER THUESEN PLLC
GOLF COURSE ARCHITECTURE
IRRIGATION DESIGN
LANDSCAPE ARCHITECTURE
1925 GRAND AVE. SUITE 105
P.O. BOX 22943
BILLINGS, MT 59104
406/252-5545 FAX 245-9855

DRAWN BY: JAV, GSG
DATE: 8/8/25
CHECKED BY: NGS
DATE: 8/8/25
REV: -
REV: -
FILE: I1.3 IRRIGATION DETAILS.DGN

SHEET
I1.3

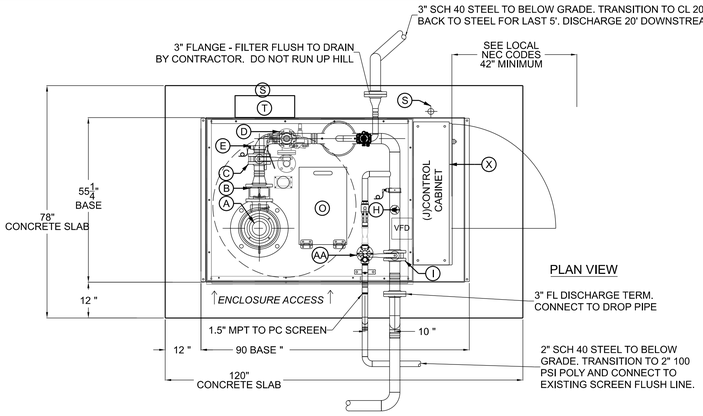
PUMP STATION SPECIFICATIONS:

NAME: MILLICE PARK
STATION MODEL: WMVTV-9000-7A-15-480-3-135-82
STATION TOTAL PERFORMANCE: 135 GPM @ 82 PSI
REGULATE PSI: 82
PUMP HORSEPOWER: PUMP NO. 1: 15 HP
CHECK VALVE SIZE: PUMP NO. 1: 4"
ISOLATION VALVE SIZES: PUMP NO. 1: 3"
DISCHARGE ISOLATION VALVE SIZE: 3"
RELIEF VALVE SIZE: 2"
PUMP STATION DISCONNECT: 60 AMP
DISCHARGE MANIFOLD SIZE: 3"
EXHAUST FAN REQUIREMENTS: 230 CFM

POWER REQUIREMENTS: 480 V, 60 HZ, 3 PH, 32 FLA (EST.)
POWER TO BE VERIFIED BY CONTRACTOR

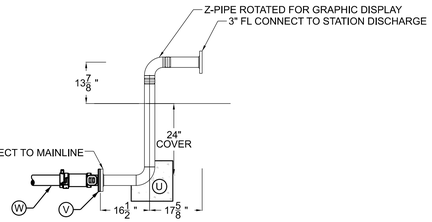
STATION COMPONENTS:

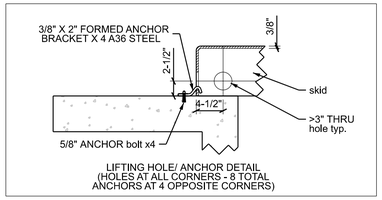
- (A) 15HP PUMP AND MOTOR
- (B) CHECK VALVE
- (C) PUMP ISOLATION VALVE
- (D) PRESSURE RELIEF VALVE
- (E) PRESSURE TRANSDUCER W/ GAUGE
- (F) LOW LEVEL FLOAT SWITCH
- (G) LEVEL TRANSDUCER
- (H) FLOW SENSOR
- (I) STATION ISOLATION VALVE 3"
- (J) CONTROL CABINET (DEAD FRONT)
- (K) ENCLOSURE FAN
- (L) MARINE GRADE ALUMINUM ENCLOSURE (UNPAINTED)
- (M) STAINLESS STEEL BASE (UNPAINTED)
- (N) VFD
- (O) WET WELL ACCESS HATCH
- (P) VAF V-200 STAINLESS STEEL FILTER - AUTOMATIC FLUSH - 500 MICRON
- (Q) 8" THICK M-4000 CONCRETE PAD WITH #5 REBAR @ 12" O.C., BOTH WAYS
- (R) 8" OF COMPACTED 1-1/2" MINUS AGGREGATE OVER COMPACTED SUB-GRADE
- (S) CONDUITS FOR POWER, CONTROL CABLE, GROUNDING, ETC. SHALL PENETRATE SLAB.
- (T) IRRIGATION CONTROLLER MOUNTED TO ENCLOSURE, COORDINATE WITH PUMP STATION MANUFACTURER
- (U) CONCRETE THRUST BLOCK, 2X SCHEDULE SIZE.
- (V) 3" D.I. FLG X BELL ADAPTER W/ FITTING TO PIPE RESTRAINT
- (W) MAINLINE
- (X) 480 / 120 V TRANSFORMER INSIDE OF DISCONNECT PANEL
- (Y) 8" MATCO B5RWG BUTTERFLY VALVE W/ GEAR OPERATOR AND MATCHING EXTENSION. PROVIDE SPACERS AS REQUIRED.
- (Z) LINK SEAL
- (AA) RAINBIRD PESB SERIES VALVE



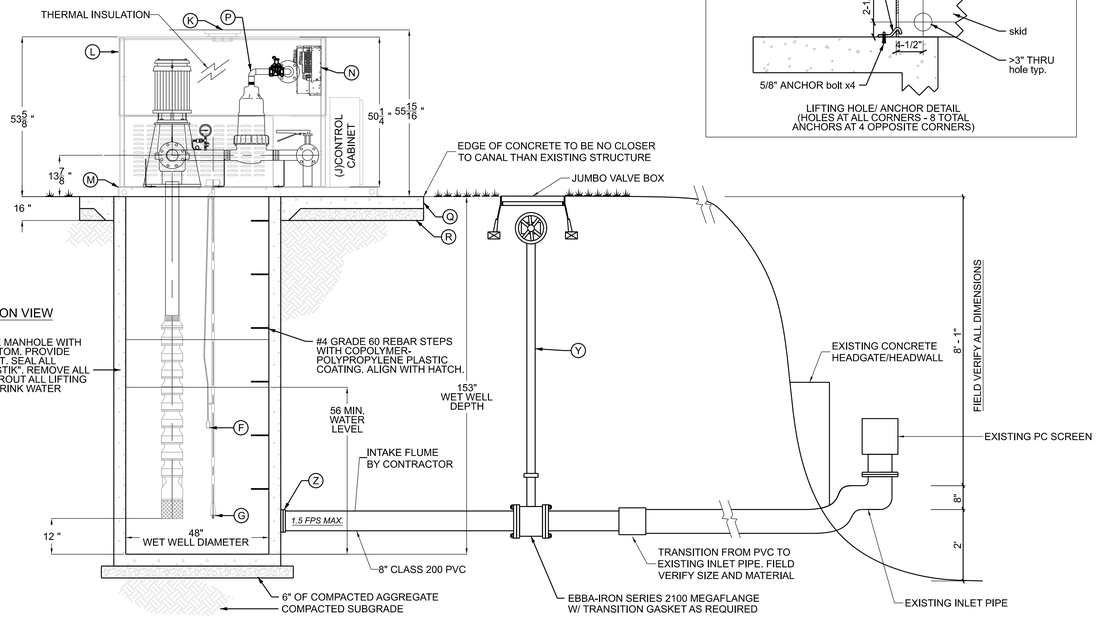
PLAN VIEW

DISCHARGE DROP PIPE





LIFTING HOLE/ ANCHOR DETAIL
(HOLES AT ALL CORNERS - 8 TOTAL ANCHORS AT 4 OPPOSITE CORNERS)



ELEVATION VIEW

PRECAST CONCRETE MANHOLE WITH INTEGRAL CAST BOTTOM. PROVIDE WATER STOP AT JOINT. SEAL ALL JOINTS WITH "EASY-STIK". REMOVE ALL PVC SLEEVES AND GROUT ALL LIFTING HOLES WITH NON-SHRINK WATER PROOF GROUT.

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.
2. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING WORK. ALL DIMENSIONS, LOCATION OF EXISTING EQUIPMENT, ETC. SHALL BE VERIFIED PRIOR TO SUBMITTING PUMP STATION SHOP DRAWINGS.
3. EXISTING PUMP AND CONTROL EQUIPMENT TO BE REMOVED BY CONTRACTOR.
4. SEAL ALL PENETRATIONS.
5. PROVIDE DEDICATED 120 V. CIRCUIT TO CONTROLLER.
6. CONCRETE PAD IS RECOMMENDED MINIMUM. TRANSFORMER, AND DISCONNECT MAY CHANGE POSITIONS.
7. PAINT ALL EXTERIOR PIPE & FITTINGS TO MATCH PUMP STATION PIPING.
8. EXISTING HEADWALL/HEADGATE, ROTATING SCREEN, AND INLET PIPE TO REMAIN AND BE PROTECTED.
9. REFER TO DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

1 PUMP STATION DETAIL

NOT TO SCALE

KEY NOTES:

1. 200 AMP METER AND BASE. METER BY UTILITY PROVIDER. CONTRACTOR SUPPLIED METER PANEL TO BE APPROVED BY UTILITY PROVIDER PRIOR TO ORDERING.
2. 60A, 600V, 3PH, NEMA 3R FUSED DISCONNECT.
3. CONDUCTORS IN CONDUIT FROM MAIN TRANSFORMER BY UTILITY PROVIDER. CONTRACTOR TO PROVIDE CONDUIT, 3" MIN. COORDINATE WITH UTILITY PROVIDER.
4. CONDUCTORS IN CONDUIT FROM METER TO DISCONNECT.
5. CONDUCTORS IN CONDUIT TO PUMP STATION DISCONNECT.
6. ALL NEW ELECTRICAL EQUIPMENT SHALL BE MOUNTED ON AN 8" SQ PRESSURE TREATED TIMBER.

NOTES:

1. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS. DAMAGE TO ANY EXISTING UTILITIES OR EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. REMOVE EXISTING METER/BASE AND DISCONNECT FEEDING EXISTING PUMP AND CONTROLS.
3. REMOVE ANY UNUSED ELECTRICAL EQUIPMENT (EXISTING DISCONNECT, MOTOR STARTER AND MOTOR CIRCUIT).
4. ALL EQUIPMENT TO BE GROUNDED PER NEC.
5. COORDINATE WITH UTILITY PROVIDER AS REQUIRED.
6. COORDINATE LOCATION OF METER AND DISCONNECT WITH OWNER'S REPRESENTATIVE. DISCONNECT CAN BE INSTALLED ON OPPOSITE SIDE OF POST FROM METER.
7. EXPOSED CONDUIT SHALL BE RIGID METAL CONDUIT.
8. ALL ELECTRICAL WORK TO BE DONE PER THE NEC.
9. ELECTRICAL SERVICE TO BE 480 V, 3PH.

2 ELECTRICAL SERVICE UPGRADE SCHEMATIC

NOT TO SCALE

NATHAN G. STEINER
MONTANA
REGISTERED LANDSCAPE ARCHITECT

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W.O. 23-31 MILLICE PARK IRRIGATION SYSTEM REPLACEMENT
PUMP DETAIL

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DRAWN BY: JAV, GSG
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FILE: I1.4 PUMP DETAIL.DGN

SHEET
I1.4

Affidavit of Publication

STATE OF MONTANA

County of Yellowstone

Jonathan McNiven

Being duly sworn, deposes and says:

That he is the Legal Advertising Clerk of Yellowstone County News, a newspaper of general circulation published weekly in the town of Huntley, in the County of Yellowstone, State of Montana, and that the (7) Folio Legal, **Invitation to Bid,** a true copy of which is hereto **Included**, was published in said newspaper on the following dates:

August 8, 2025; August 15, 2025; August 22, 2025;

making in all **(3)** publication(s).

Jonathan McNiven

STATE OF MONTANA

County of Yellowstone

On this 25th day of August 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jonathan McNiven, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal that day and year first above written.

Sarah Carroll

Sarah Carroll, Commission Number 20240992

NOTARY PUBLIC for the State of Montana, residing at Billings, MT.

My commission expires: July 11, 2028

SARAH CARROLL NOTARIAL SEAL STATE OF MONTANA

SARAH CARROLL
NOTARY PUBLIC for the
State of Montana
Residing at
Billings, Montana
My Commission Expires
July 11, 2028

INVITATION TO BID

Separate sealed bids for the construction of Millice Park Irrigation System Replacement will be received by the Billings City Clerk, P.O. Box 1178, Billings, MT 59103 or bids@billingsmt.gov until 2:00 p.m. local time on Tuesday, September 2, 2025 and then publicly opened and read aloud. The bid opening will be via Facebook Live on the City's Facebook page: Billings MT City Government.

The project consists of: Removal of existing irrigation equipment, pump, concrete vault, and the installation of a new irrigation system, pump station, and electrical upgrades.

The bidding documents consisting of Drawings and Project Manual may be examined or obtained at the office of STEINER THUESEN PLLC; 1925 Grand Avenue Suite 105, Billings, MT 59102 in accordance with Article 2.1 of Instructions To Bidders. Required deposit is $100.00 per set, which is not refundable. There is no charge for digital copies. Bidders submitting bids as a General Contractor must obtain a set of plans from the Landscape Architect and be listed on the Landscape Architect's Planholders list in accordance with Article 2.4 of the Instructions to Bidders. Bidding documents may also be examined at City of Billings PRPL, 390 N. 23rd Street, Billings, MT 59101, and www.montanabid.com

There will be a non-mandatory Pre-Bid meeting at 390 N. 23rd Street, Billings, MT 59101 at 11:00 a.m. on August 25, 2025. Interested CONTRACTORS are encouraged to attend. Contact Nathan Steiner by telephone at (406) 252-5545 x10 or by email at nathan@steinerthuesen.net for more information on the Pre-Bid meeting.

CONTRACTOR and any of the CONTRACTOR'S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the laws of Yellowstone County and the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the "City of Billings, MT" in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided. Bids submitted via email shall have the bid bond scanned and included with the bid. Bids submitted via mail shall have any of the bid securities included.

No bid may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 p.m. local time, September 2, 2025.

For further information concerning this project, please contact Nathan Steiner with STEINER THUESEN PLLC by telephone at (406) 252-5545 ext. 10 or by email at nathan@steinerthuesen.net, or Cole McQuillan with Parks, Recreation, and Public Lands by telephone 406-657-8367 or by email mcquillanc@billingsmt.gov at 390 N. 23rd St., Billings, MT 59101. End of day on Wednesday, August 27, 2025 is the last day for questions.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of the OWNER.

The City of Billings is an Equal Opportunity Employer.

Published on August 8, 15, and 22, 2025.

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

8/8, 8/15, 8/22 2025
MNAXLP

City Council Regular

Date:	09/22/2025
Title:	W.O. 25-31: Water Reclamation Facility, Air Flotation Thickener Building Roof Replacement, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 25-31, Water Reclamation Facility Air Flotation Thickener Roof Replacement to Empire Roofing Inc. in the amount of $181,446.

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

W.O. 25-31 will replace the roofing of the Air Floatation Thickener (AFT) building at the Water Reclamation Facility (WRF). This roof was last replaced in the 1990s and is scheduled for replacement due to the age and condition of the roof. This building contains processing equipment and electronics that are critical to daily operations of the water reclamation facility. These areas are sensitive to water damage and water leaks could become very costly. Over the last three years, three roof replacements have been completed at the Water Reclamation Facility for the Administration Building, Solids Process Building, and the Secondary Pump Station. This roof is next on the priority list of roofs to be replaced due to its condition and the critical equipment housed within the building.

The project was advertised on August 8th, August 15th, August 22nd, and August 29th, 2025, in the Yellowstone County News and on the City's website. Bids were opened on September 2nd and two bids were received. Empire Roofing Inc. submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Award W.O. 25-31, WRF AFT Roof Replacement to Empire Roofing Inc. in the amount of $181,446; or,
- Not award a contract and reject all bids. If the project is not awarded, the roof will continue to deteriorate, which will result in increased maintenance costs and risk damage to buildings and critical processing equipment.

FISCAL EFFECTS

The following bids were received:

Contractor	Total Bid
Empire Roofing, Inc.	$181,446.00
Wegner Roofing and Solar	$256,418.45

The project was budgeted in FY26 using Wastewater O&M funds in the amount of $250,000. There are sufficient funds to award the contract. Engineering Division staff is performing construction contract administration, similar to previous roof replacement projects. Remaining funds will be used for any change orders.

City Council Regular

Date:	09/22/2025
Title:	Purchase of Hydro Excavator
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that Council approve the purchase of a hydro excavator from SWS Equipment, LLC in the amount of $538,727.

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

Public Works uses hydro excavators to clean sanitary sewer lines and excavate around water and sewer lines. The existing hydro excavator was purchased in 2011 and has almost 15 year of use so it needs to be replaced. The new hydro excavator will have an on-board boiler and insulation so will be able to be used in all weather conditions. Due to the leaks and main breaks that are experienced in the winter, the ability to use the hydro excavator in cold temperatures will be beneficial. Staff had demonstrations from Vermeer, Ditch Witch, Vactor, RamVac, and Mud Dog and preferred the RamVac due to the controls, capacity and overall operation. In addition, RamVac from SWS Equipment, LLC was the least expensive option when purchased through the Sourcewell cooperative purchasing agreement.

ALTERNATIVES

City Council may:

- Approve the purchase of hydro excavator; or,
- Not approve the purchase. If not approved, the existing hydro excavator will be kept in operation, which will increase maintenance costs. Also, the existing equipment cannot be used in cold temperatures, which limits the operation.

FISCAL EFFECTS

The RamVac hydro excavator is $598,727 and the trade-in for the existing hydro excavator is $60,000 for a total of $538,727. The equipment was included in the FY26 ERP and FY26 budget in the amount of $600,000, so there is sufficient funding for the purchase.

City Council Regular

Date:	09/22/2025
Title:	W.O. 25-24: Safe Streets for All 2023, Contract for Professional Services
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Template Contract
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council award a Contract for Professional Engineering Services to Sanbell in the amount of $652,031.

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

The City was awarded a Safe Streets for All grant through the Federal Highway Administration (FHWA) as part of the 2023 grant funding cycle. The grant agreement between the City of Billings and FHWA was signed on September 18th, 2024.

Council is asked to consider authorizing and executing a Contract for Professional Services with Sanbell for design services for a suite of Safe Routes to School and bicycle facility projects. The projects are located throughout the City and include 4 neighborhood bikeways, 3 bicycle facility connections, and safe routes to school projects for 12 elementary schools. The safe routes to school projects vary from curb extensions and crosswalk enhancements to trail lighting construction. The grant will also fund a Safe Routes to School educational campaign. The educational campaign is being completed through a separate contract. A contract amendment for construction contract administration and construction observation may be requested after the project is bid, and the construction duration is determined. The cost of design services is influenced by the federal requirements for the project (environmental review and additional reporting) as well as the safety components of this project. The contract has been reviewed by the Federal Highway Administration. City staff and Sanbell further reviewed the scope of work and found reductions in the scope within the federal reporting, topographic survey, additional design tasks, and project management tasks.

The project includes analysis of multiple pedestrian crossings at mid-block locations or unsignalized intersections. In order to determine the appropriate pedestrian treatment, a detailed traffic analysis is included for each pedestrian crossing of a major (arterial or collector) roadway. Based on the traffic analysis as well as public feedback, appropriate pedestrian crossing treatment will be designed. The scope includes time for a "baseline" design (pedestrian ramps, crosswalk signing and striping) with a separate task to cover more complex designs (example--HAWK signal). A similar approach was used to scope the bicycle facility designs. The "baseline" case includes design for signing and striping improvements. A separate task is provided for a more complex design, such as a protected bikeway, that may be implemented only after extensive public involvement is completed and if budget allows. A budget of $56,000 is included for the more complex designs if necessary.

The City publicly advertised a Request for Proposals in the Yellowstone County News and on the City Website on December 27th, 2024, January 3rd, 10th, 17th, and 24th, 2025. The City received three proposals from Sanbell, IMEG, and Kittelson and Associates. Sanbell was selected based on an evaluation and ranking of the proposals by a selection committee. The advertisement and selection for engineering services have followed federal guidelines. The selection was based on firm experience, project manager, key project staff and subconsultants, availability, ability to provide services in Billings, and project methodology and approach.

ALTERNATIVES

City Council may:

- Approve a Contract for Professional Services with Sanbell in the amount of $652,031; or,
- Not approve a Contract for Professional Services with Sanbell. If the contract is not approved, the design for the Safe Streets for All grant cannot be completed.

FISCAL EFFECTS

Funding for this project is $4,447,529 using $3,557,923 of federal grant funds and $889,606 of City match from gas tax. There are adequate funds to award a contract.

Attachments

Contract
Grant Agreement

Contract for Professional Architectural and Engineering Services

Project: W.O. 25-24 Safe Streets for All 2023

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 14 pages (Basic Services of Contractor);

Appendix B consisting of 2 page (Methods and Times of Payment);

Appendix C consisting of 1 page (Additional Services of Contractor);

Appendix D consisting of 2 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 10 pages (Federal Provisions and Acknowledgement)

Appendix G consisting of ___ pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Administrator or his designee.

B. “Billings” means the City of Billings.

C. "Contractor" means Sanbell.

Section 2. Scope of Services.

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

B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.

D. The Engineer shall provide as-built drawings and data as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings and data are received by the City of Billings. Requirements for submitting as constructed documents and data of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc.

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

   Digital Delivery Formats:

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

   Metadata: Additional information to be included with deliverable.

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

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

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

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

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

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

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

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

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

Section 3. Time for Performance.

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

B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.

C. This Contract shall terminate at midnight on January 31st, 2030. The parties may extend this agreement, by mutual concurrence, for one (1) year, in writing prior to its termination.

Section 4. Compensation; Method of Payment.

A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.

B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.

C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

A. By mutual consent of the parties.

B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.

C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

A. If Billings terminates the Contractor’s services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.

B. If the Contractor’s services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor’s failure to perform

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

C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.

D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.

E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.

F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.

G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.

B. The Contractor shall provide the following insurance:

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

C. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

D. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.

E. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.

B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.

C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: Sarah Plath
City of Billings
Public Works – Engineering
316 North 26th Street, 5th Floor
Billings, Montana 59101
plaths@billingsmt.gov

Contractor: Erin Claunch
Sanbell
1300 North Transtech Way
Billings, MT 59102
eclaunch@sanbell.com

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.

B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
2. Strikes or Work stoppages.
3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

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

A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;

B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;

C. Effectively controls and accounts for all municipal funds and Contract property;

D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;

E. Allocates administrative costs to direct service delivery units;

F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;

G. Provides accounting records supported by source documentation; and,

H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.

B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.

C. Every subcontract in an amount exceeding $1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

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

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

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

E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

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

G. The Contractor and subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharges or in any other manner discriminated against because they have inquired about, discussed, or disclosed

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.

B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Erin Claunch, Project Manager
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Contractor shall:

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

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

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

The City shall:

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

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

F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the Contractor and the City, the City shall indemnify and hold the Contractor harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the

extent caused by the City's or any subcontractor's wrongful or negligent acts occurring as a result from the City's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

CITY OF BILLINGS, MONTANA

WILLIAM A. COLE
MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

BUSINESS NAME

SIGNATURE

PRINT NAME

PRINT TITLE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

STATE OF MONTANA)
:ss.
COUNTY OF YELLOWSTONE)

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

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

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

Appendix A
Basic Services of Engineer
WO 25-24: Safe Streets For All 2023

Section 1. Engineer's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings but shall keep Billings advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.

G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.

H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with, and documents secured and placed in the bidding documents.

I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project, the Task Director designated for the Engineer is Erin Claunch, PE, PTOE.

Section 2. Billings Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Sarah Plath, PE working under the City Engineer, Mac Fogelsong, PE.

Section 3. Scope of Work

SCOPE OF WORK:

This scope of work outlines the activities necessary to perform a variety of independent reports, studies, and projects, as defined and outlined in the City of Billings Request for Proposals for WO 25-24 Safe Streets for All 2023 dated December 2024 and our subsequent proposal dated January 29, 2025.

Work Order 25-24: Safe Streets for All 2023 (hereinafter "SS4A") will implement a variety of infrastructure improvement projects identified in the City's grant application for the Bipartisan Infrastructure Law, Safe Streets and Roads for All program from the US Department of Transportation during the 2023 funding cycle. The grant, titled *A lifetime of Learning, Walking, and Biking: Systemic Safety for Billings Students*, centers on safe travel to and from Billings community schools as its primary objective and includes the following projects:

TABLE 1: Project ID List

ID	Name	Project Location	Project Description/Components
1	Azalea Lane Bikeway	Azalea Ln; 11th St W; Missouri St	Neighborhood bikeway signing/striping; Crossing at Rimrock Road
2	12th Street West Bikeway	From Kalmar Dr to Ave D	Neighborhood bikeway signing/striping; Crossings at Grand Ave, Lewis Ave, Broadwater Ave, and Central Ave.
3	Miles Avenue Bikeway	St. Johns Ave; Montclair Dr; Howard Ave; Miles Ave	Neighborhood bikeway signing/striping; crossings at 32nd St W; 24th St W; 12th St W; 8th St W; 6th St W; and 5th St W
4	Arvin Road Bikeway	From Rimrock Rd to Lyman Ave	Neighborhood Bikeway
5	8th Street West Bikeway	From Central Ave to Azalea Ln	Bike Facility improvements; this could be a buffered bike lane signing/striping; separated cycle track from Central Ave to Parkhill Dr. It is assumed a separated cycle track will be designed for scoping purposes; neighborhood bikeway signing/striping from Parkhill Dr to Azalea Ln; curb extensions Parkhill Dr & 8th St W
6	Monad Road Bikeway	From 32nd St W to Lampman Dr	Bike facility improvements; this could be a buffered bike lane signing/striping; separated/raised cycle track. It is assumed a separated/raised cycle track will be designed for scoping purposes.
7	7th Avenue North Bikeway	7th Ave N from N 30th to 31st Sts; N 31st St from 6th to 7th Aves N.	Bike facility connection from bike lanes at N 30th St & 7th Ave N to proposed cycle track at N 31st St & 6th Ave N. It

			is assumed that the improvements will be made within existing pavement (i.e. via signing/striping).
8	Bench SRTS Sidewalk	Lola Ln from Lake Elmo Rd to Bench Elem School	Sidewalk design
9	Bench SRTS Intersection	Lake Elmo Rd & Milton Ln	Curb extensions analysis and design
10	Boulder Intersection	Colton Blvd & Rehberg Ln	Curb extensions analysis and design
11	Burlington Intersections	Lewis Ave/24th St W; Lewis Ave/19th St W	Curb extensions analysis and design; high visibility crosswalks
12	Burlington Trail	Arnold Ln/Alley from 20th St W to 24th St W	Shared-use trail design
13	Central Heights Intersection	Monad Rd & 24th St W	High visibility crosswalk
14	Highlands Intersection	Poly Dr & Virginia Ln	High visibility crosswalk; Leading Pedestrian Interval (LPI) signal timing
15	McKinley Intersections	Parkhill Dr & N 32nd St; 11th Ave N & N 32nd St	Curb extensions design
16	Miles Ave Intersections	Miles Ave & 15th St W; Miles Ave & 16th St W; Broadwater Ave & 19th St W; Broadwater Ave & 16th St W; Broadwater Ave & 14th St W	Curb extensions analysis and design (Miles Ave & 15th St W; Miles Ave & 16th St W); Curb extensions design 16th St W & Miles mid-blocks at school; High visibility crosswalks
17	Ponderosa Street Lighting	Along trail from Ponderosa Elem School to Kings Green Dr	Trail lighting analysis and design
18	Sandstone Intersections	Wicks Ln & Nutter Blvd	High visibility crosswalks; curb extension analysis and design
19	Washington Intersection	Central Ave & Moore Ln	High visibility crosswalk

Professional services needed vary within the projects listed above but will generally include the following, all of which are more specifically described on the following pages:

- Topographic/boundary surveys
- Pedestrian/bicycle facility and intersection design (possibly including but not limited to RRFBs, Pedestrian Hybrid Beacons (PHB), and/or curb extensions)
- Street lighting design
- ADA improvements
- Signal timing analysis and modifications
- Traffic Calming & transportation design
- Stormwater design
- Pavement preservation
- Traffic data collection and analysis
- Pedestrian crossing study
- Environmental permitting related to NEPA and MEPA approvals
- Easement and right-of-way design/acquisition
- Federal regulation compliance and reporting requirements

Phase 100. Project Management

Task 1. City Meetings & Correspondence: General project management, tracking, and administrative tasks on project related items.

Task 2. Utility Coordination & Correspondence: Coordination with private utility companies during design of individual tasks.

Task 3. Project Status Reports: Preparation and submittal of project update reports to project team.

Task 4. Monthly invoicing: Preparation of project invoicing for an assumed 24 months.

Task 5. Sub-consultant coordination: Review and tracking of sub-consultant's progress and submittals.

Phase 100 Deliverables: Monthly invoices (submitted via email) and status report emails. Meeting notes/minutes in PDF format.

Phase 200. Federal Reporting

Task 1. Task Management & Coordination: General task management including internal meetings and administrative tasks. Coordination with Federal requirements and regulations for documentation purposes.

Task 2. Federal Quarterly Progress & Financial Status Reports: It is assumed data will be compiled for quarterly individual Progress and Status reports, as outlined by USDOT guidelines. A final report will be included at the finality of the project.

Task 3. Traffic Safety Data Compilation: Accident histories will be requested from the Montana Department of Transportation (MDT) and broken into fatalities and serious injuries within various roadway categories. Crash frequency and severity rates will be calculated based on existing traffic data.

Task 4. Annual Performance Reporting: Baseline and annual data will be collected for each year of the project, as detailed in Tasks 3. This data will be compiled in an Annual Performance report as outlined in USDOT guidelines. It is assumed that two annual performance reports will be provided.

Phase 200 Deliverables: Quarterly progress and & financial status reports (PDF format). Annual performance reports (PDF format).

Phase 300. Traffic Analysis

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. Traffic Summaries & Submittal Memos: Submittal of memos documenting analyses and processes for individual projects. This will include project recommendations at each location. Memos will be submitted via email in PDF format.

Task 3. 24th Street West Pedestrian Crossing: This will include traffic count and gap analysis data collection for 6 hours (7-9 am; 2-6 pm during Weekday conditions). Pedestrian delay calculations will be performed to determine appropriate crossing recommendations. A PHB warrant analysis will also be performed based on the data collected.

Task 4. Thru Task 14. Bikeway Crossing Analyses (at various locations – see Table 1): This will include traffic count and gap analysis data collection for 6 hours (7-9 am; 2-6 pm). Pedestrian delay calculations will be performed to determine appropriate crossing recommendations. A PHB warrant analysis will also be performed based on the data collected.

Task 15. Thru Task 22. Curb Extension Analyses (at various locations – see Table 1): Turning Movement traffic data will be collected for 4 hours (7-9 am; 4-6 pm). Level-of-Service analyses for two alternatives (with turn lanes and without turn lanes) will be performed in Synchro. Comparisons will be made to determine if the addition of curb extensions (and removal of turn lanes) will degrade the intersection's functionality. Recommendations will be included with each analysis.

Phase 300 Deliverables: Traffic study memos for each project location. Memos will be submitted via email in PDF format.

Phase 400. Public Engagement

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. Project Website Buildout: One website will be built for the entire project. Individual web pages will be created for each project with links provided on the website home page.

Task 3. Neighborhood Meetings: It is assumed that there will be twelve (12) separate meetings for projects. This task will include preparation materials and time to coordinate locations. The events will be attended in person by the Project Manager and one other staff member. It is assumed that each neighborhood meeting will be held within a nearby school, so no rental fees are included. The intent of the meeting will be to inform the public and receive general feedback on project alternatives.

Task 4. Task Force Meeting: It is assumed that six (6) separate task force meetings will be attended to elicit feedback on projects within the Task Force boundaries. The meetings will be attended in person by the Project Manager.

Task 5. Community Events: It is assumed that up to three (3) community events will be attended. Farmers' Markets or other local events will be utilized. Entry fees will be paid by the Engineer. The events will be attended in person by the Project Manager and one other staff member.

Task 6. Walking Audit: It is assumed that one (1) walking audit will be performed. The walking audit may address multiple projects but will be limited to one (1) day. It is assumed the Project Manager will attend in person. City staff is assumed to participate in the tour.

Task 7. Website Updates/Online Surveys: This task will include updates throughout the life of the project and assumes up to five (5) project surveys. The surveys will be limited to a "straw poll" of comparison alternatives – particularly for the bike lane alternatives.

Task 8. Newsletters/'Eblasts': Newsletters will be created in both hard copy (8 ½" x 11" paper) and PDF format. One newsletter will be disseminated to each of the project schools prior to construction of the projects. Up to 100 hard copies will be printed for each school. Eblasts will disseminate newsletter information through subscribers of project website.

Task 9. Social Media: Through this task, Sanbell will coordinate with City staff to develop social media posts to inform the public of upcoming meetings, events, and construction progress/updates. It is assumed that information will be provided to City staff for their use on City social media websites.

Task 10. Post Card Mailers: Through this task, Sanbell will create and mail out post cards to notify area residents about the six (6) neighborhood meetings detailed in Task 3. It is assumed that only adjacent properties (i.e. within 100-feet) to the individual projects will receive a post card, or as determined for the each project location.

Task 11. Yard Signs: Up to twenty-five small (approximately 11"x17") yard signs will be created to advertise the various projects, meetings, events, and project website. Signs will be placed along individual project limits prior to public meetings/events.

Phase 400 Deliverables: Project website and updates, meeting presentation boards/handouts, newsletters (both hard copies and PDF format), social media posts (Text/figures only via email), post cards and postage, and yard signs.

Phase 500. Traffic Signal Modifications

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. Poly Drive / Virginia Lane Leading Pedestrian Interval (LPI) Programming & Observations: This task includes field measurements and observations for determination of LPI analyses and observations upon implementation. Recommendations for potential right-turn-on-red prohibitions will be included. The City's signal vendor will be consulted to determine appropriate signal programming.

Task 3. Wicks Lane / Nutter Boulevard Pedestrian Timing & Observations: This task includes field measurements and observations for determination of LPI analyses and observations upon implementation. Recommendations for potential right-turn-on-red prohibitions will be included. The City's signal vendor will be consulted to determine appropriate signal programming.

Task 4. Summary & Recommendations Memo: A brief memo will be submitted documenting the tasks performed and the recommendations made for the two signals.

Phase 500 Deliverables: Summary & Recommendations memos via email in PDF format.

Phase 600. Surveying & Aerial Rectifying

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. Thru Task 10. Bikeway Aerials & Limited Topo: These tasks will perform survey to complete the bikeway and striping improvement projects. It is assumed that the City will provide high-resolution aerial imagery at the project locations. Minimal topographic survey shots will be used to rectify the aerial imagery to Billings LDP coordinate system. The aerials will then be used to draft necessary topographic elements (curb & gutter, PROWAG ramps, etc.) for project design. Existing base map files will be created using latest AutoCAD software.

Task 11. Thru Task 26. Topo & Boundary Survey: Through these tasks, Sanbell will perform the topographic and boundary survey work for arterial crossings and curb extension locations. This will include adjacent property research and boundary surveys to ensure that improvements are constructed within public right-of-way. Surveying will be conducted in Billings LDP coordinate system. As-built information will be converted to the Montana State Plane coordinate system. Existing and boundary base map files will be created using the latest AutoCAD software. Boundary survey will not be needed for tasks/intersections:

- Parkhill Drive & North 32nd Street
- North 32nd Street & 11th Avenue North
- Miles Avenue & 16th Street West
- Miles Avenue & 15th Street West

Phase 600 Deliverables: Survey point files in electronic format (txt file), upon request from the City.

Phase 700. Conceptual Design: The conceptual design will be all preliminary engineering prior to the Environmental Phase.

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. Plan Preparation, Opinion of Probable Cost, & Submittal: General plan production and layout with review of CADD standards including labeling/dimension of miscellaneous plan features, such as street names, property owners, land survey information, and other pertinent information for all projects within the plan set. It is assumed that there will be one plan package combining all individual projects. Plans will be submitted via email in PDF format.

Task 3. Azalea Lane Bikeway: Preliminary geometric design of the proposed neighborhood bikeway and for a crossing on Rimrock Road near Missouri Street. Higher-level traffic control (RRFB or PHB) design and

gutter or ramp grading are not considered part of this task. If warranted, the design of these features will be included in Task 24 of this Phase.

Task 4. 12th Street West Bikeway: Preliminary geometric design of the proposed neighborhood bikeway. It is assumed a signed/striped crossing will be designed with this project for both Grand and Broadwater Avenues crossing with this task. Higher-level traffic control (RRFB or PHB) design and gutter or ramp grading are not considered part of this task. If warranted, the design of these features will be included in Task 24 of this Phase. It is assumed that no storm water report will be required, and existing drainage patterns will be perpetuated.

Task 5. Miles Avenue Bikeway: Preliminary geometric design of the proposed neighborhood bikeway. It is assumed a signed/striped crossing will be designed with this project for a 24th Street West crossing. Higher-level traffic control (RRFB or PHB) design and gutter or ramp grading are not considered part of this task. If warranted, the design of these features will be included in Task 24 of this Phase. It is assumed that no storm water report will be required, and existing drainage patterns will be perpetuated.

Task 6. Arvin Road Bikeway: Preliminary geometric design of the proposed neighborhood bikeway. No storm drain report will be provided for this task, and it is assumed that existing drainage patterns will be perpetuated. No grading will be provided at this stage of the design.

Task 7. 8th Street West Bikeway: Preliminary geometric design of the proposed neighborhood bikeway north of Broadwater Avenue. This task includes three (3) design alternatives for bike lane treatments between Broadwater Avenue and Parkhill Drive. This task assumes the use of previously designed bike lanes south of Broadwater Avenue. The preliminary layout of curb extensions at Parkhill Drive/8th Street West will be incorporated into this design. This task is limited to standard bike lane or neighborhood bikeway facilities (consisting of strictly signing & striping) and does not include any grading design or elevated bike facilities. If warranted, the design of these features will be included in Task 24 of this Phase.

Task 8. Monad Road Bikeway: Preliminary geometric design of the proposed bike lanes and three (3) design alternatives for bike lane treatments along the corridor between 24th Street West and 19th Street West. This task is limited to standard bike lane or neighborhood bikeway facilities (consisting of strictly signing & striping) and does not include any grading design or elevated bike facilities. If warranted, the design of these features will be included in Task 24 of this Phase.

Task 9. 7th Avenue North Bikeway: Preliminary geometric design of the proposed bike facility connecting the cycle track at North 31st Street &6th Avenue North to the bike lanes at North 30th Street & 7th Avenue North. The design assumes the bike facility will be within existing pavement widths.

Task 10. Bench School Sidewalk & Intersection Projects: Preliminary geometric design of the sidewalks along Lola Lane from Lake Elmo Drive to Bench Elementary School. This task also includes the preliminary layout for

curb extensions on the east leg of the Lake Elmo Drive/Milton Lane intersection. No storm drain report will be provided for this task, and it is assumed that existing drainage patterns will be perpetuated. No grading will be provided at this stage of the design.

Task 11. Thru Task 20: These tasks include the preliminary geometric layout of curb extensions at the following locations. Existing grades on curbline will be analyzed and a recommendation for storm drain modifications will be made, however, no grading will be provided at this stage of the design.

- East leg of 24th Street West/Lewis Avenue
- East and South legs of Parkhill Drive/8th Street West
- West and South legs of Parkhill Drive/North 32nd Street
- East leg of 11th Avenue North/North 32nd Street
- All legs of Miles Avenue/15th Street West
- All legs of Miles Avenue/16th Street West
- North and South legs of Wicks Lane/Nutter Boulevard/Lake Hills Drive

Task 21. Burlington Trail: Preliminary geometric design for the shared use path along the alley right-of-way south of Alderson Avenue from 24th Street West to 20th Street West.

Task 22. Ponderosa Trail Lighting: Preliminary photometric analysis and design for lights along the trail from Ponderosa Elementary School to Kings Green Drive.

Task 23. Opinion of Probable Cost (OPC): A detailed quantity take-off calculation will be conducted with preparation of an opinion of probable cost for each Task.

Task 24. Additive Conceptual Design Services: This task will include additional design efforts for upgraded street crossings to higher-level traffic control (inclusive of gutter and ramp grading) for Tasks 3-5, 7, and 8 of this phase. This task will also allow for bike corridor improvements in addition to standard signing & striping (inclusive of all grading work necessary for such improvements) such as cycle tracks or separated bike facilities. These services will not be provided unless written approval from the City is received.

Phase 700 Deliverables: Preliminary plan sets in PDF format and supporting calculations or documents.

Phase 800. Environmental Documentation: The following scope will be provided by our subconsultant, Weston Solutions.

Task 1. Project management: This task is for project management activities, including preparation of monthly invoices and progress reports. WESTON assumes project work will be completed within 9 months of notice to proceed.

Task 2. Environmental Engineering Existing Conditions Report: This task involves analysis and documentation of potential impacts to low income and/or minority populations; environmental justice; economics; social conditions; induced growth; visual quality/aesthetics; prime farmland and/or farmland of statewide importance; historical resources, park and recreational lands, and wildlife and waterfowl refuges that may be protected by Section 4(f) of the United States DOT Act of 1966; properties acquired and/or improved with Land and Water Conservation Funds (i.e. Section 6(f) properties); surface water resources; drinking water sources; stormwater management facilities; Municipal Separate Storm Sewer System (MS4) requirements, Clean Water Act permitting; and Underground Injection Control (UIC) program requirements. WESTON assumes the following:

- The Environmental Engineering Existing Conditions report will be signed by the document's author(s) and the Professional Engineer responsible for environmental engineering activities.
- There are no rivers designated as Wild and Scenic within the study area. This resource will not be evaluated.
- Although the project is located within the Billings MS4, low impact development features will not be evaluated since this project is not considered new development or redevelopment.
- The UIC analysis will only include identification of regulatory requirements; notice will not be filed.
- A cultural resources survey is not required since no new right-of-way will be acquired.
- Approximately 25 potential Section 4(f) properties have been identified. Section 4(f) concurrence for each of these properties from official(s) with jurisdiction, to include City of Billings and Billings School District #2, will be obtained by WESTON.
- De minimis, programmatic, or full Section 4(f) documentation is not anticipated for this project.
- No re-evaluation effort is scoped.
- The draft and final report will include all SS4A projects in a single report and will be provided electronically only in Microsoft Word and Adobe pdf format.

Task 3. Preliminary Environmental Document or Categorical Exclusion/Section 4(f) Evaluation: This task will involve completion of MDT's 'Categorical Exclusion' documentation form number MDT-ENV- 020. WESTON assumes the following to complete this activity:

- No cultural resource work is necessary as no historic properties would be affected by this project.
- Section 4(f) documentation (i.e., de minimis, programmatic, full) is not anticipated for this project.
- The February 2025 version of categorical exclusion checklist MDT-ENV-020 will be used.

- The project will qualify as a categorical exclusion.
- No re-evaluation effort is scoped.
- The draft and final report will include all SS4A projects in a single report and will be provided electronically only in Adobe pdf format.

Task 4. Hazardous Materials/Substances and Water Quality – ISA: WESTON will identify and evaluate potential hazardous materials/substances, traffic noise, air quality, and transportation conformity. WESTON will document findings in the 'Initial Site Assessment' (ISA) form number MDT-ENV-003. WESTON assumes the following to complete this activity:

- The ISA will consist of an online hazard contamination check. No field verification is anticipated.
- A preliminary site investigation will not be required.
- A traffic noise analysis will not be required.
- Additional detailed analyses will not be required.
- The June 2023 version of ISA checklist MDT-ENV-003 will be used.
- No re-evaluation effort is scoped.
- The draft and final report will include all SS4A projects in a single report and will be provided electronically only in Adobe pdf format.

Task 5. Biological Resource Report/Preliminary Biological Assessment (BRR/BA): This task involves evaluation and assessment of baseline conditions and potential project effects on aquatic and biological resources. Aquatic resources include wetlands, streams, and other regulated resources. Biological resources include candidate, proposed, threatened, and endangered species; state species of concern; general aquatic and terrestrial species; wildlife accommodation needs and opportunities; eagles, migratory birds, and sage grouse; vegetation and noxious weeds. WESTON will review information from the Montana Natural Heritage Program database, Montana Fisheries Information System, and U.S. Fish & Wildlife Service (USFWS) to determine the potential occurrence of threatened and endangered species within the project corridor. A preliminary determination of effect for candidate, proposed, threatened, and endangered species and designated critical habitat will be included in the assessment. Recommendations to reduce and/or eliminate adverse impacts will be briefly described.

WESTON assumes one (1) field trip to the sites to evaluate baseline conditions and to confirm no wetlands are present within the project limits. WESTON field personnel will collect data on vegetative communities, tree species and locations, invasive species, and potential nesting habitat during the field survey. This data will be used to evaluate potential effects to biological resources within the study area. WESTON assumes the following to complete this activity:

- Wetland delineations and/or stream assessments are not anticipated for this project.

- Wildlife accommodation recommendations are not anticipated.
- Upon authorization, Sanbell will provide WESTON survey area boundaries that accurately depict the survey area including project area access. Sanbell will provide written rights-of-entry for identified properties.
- The BRR/BA will be documented using the 'short form' format provided by MDT dated June 8, 2022.
- WESTON will complete an Occupational Safety and Health Administration (OSHA)-compliant Health and Safety Plan prior to field work.
- No re-evaluation effort is scoped.
- The draft and final BRR/BA will include all SS4A projects in a single report and will be provided electronically only in Microsoft Word and Adobe pdf format.

Task 6. Address NEPA Comments: This task is to address comments and resubmittal of NEPA documentation, as requested. WESTON assumes the following to complete this activity:

- One meeting with DOT officials to discuss comments received.
- Preparation of a comment response document
- One re-submittal of the NEPA documentation

Phase 900. Final Design of Selected Alternatives: The final design will be all engineering after selected alternatives are confirmed by the City and after the Environmental Phase has been approved.

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. Plan Preparation & Submittal: Completion of plan production and layout with review of CADD standards, including labeling/dimension of miscellaneous plan features, such as street names, property owners, land survey information, and other pertinent information for all projects within the plan set. It is assumed that there will be one plan package combining all individual projects. Plans will be submitted via email in PDF format.

Task 3. Azalea Lane Bikeway: Final design of the proposed neighborhood bikeway and signed/striped crossing of Rimrock Road near Missouri Street. Higher-level traffic control (RRFB or PHB) design and gutter or ramp grading are not considered part of this task. If warranted, the design of these features will be included in Task 25 of this Phase.

Task 4. 12th Street West Bikeway: Final design of the neighborhood bikeway. It is assumed a signed/striped crossing will be designed with this project for both Grand and Broadwater Avenues crossing with this task. Higher-level traffic control (RRFB or PHB) design and gutter or ramp grading are not considered part of this task. If warranted, the design of these features will be included in Task 25 of this Phase. It is assumed that no

storm water report will be required, and existing drainage patterns will be perpetuated.

Task 5. Miles Avenue Bikeway: Final design of the neighborhood bikeway. It is assumed a signed/striped crossing will be designed with this project for a 24th Street West crossing. Higher-level traffic control (RRFB or PHB) design and gutter or ramp grading are not considered part of this task. If warranted, the design of these features will be included in Task 25 of this Phase. It is assumed that no storm water report will be required, and existing drainage patterns will be perpetuated.

Task 6. Arvin Road Bikeway: Final design of the proposed neighborhood bikeway.

Task 7. 8th Street West Bikeway: Final design of the proposed neighborhood bikeway north of Broadwater Avenue and the bike lanes south of Central Avenue. The final layout of curb extensions at Parkhill Drive/8th Street West will be incorporated into this design. This task is limited to standard bike lane or neighborhood bikeway facilities (consisting of strictly signing & striping) and does not include any grading design or elevated bike facilities. If warranted, the design of these features will be included in Task 25 of this Phase.

Task 8. Monad Road Bikeway: Final design of the bikeway including the preferred bike lane configuration between 24th Street West and 19th Street West. This task is limited to standard bike lane or neighborhood bikeway facilities (consisting of strictly signing & striping) and does not include any grading design or elevated bike facilities. If warranted, the design of these features will be included in Task 25 of this Phase.

Task 9. 7th Avenue North Bikeway: Final design of the proposed neighborhood bikeway and a route analysis to utilize existing traffic signals at North 27th Street/9th Avenue North.

Task 10. Bench Elementary School Sidewalk & Intersection Projects: Final design of the sidewalk along Lola Lane from Lake Elmo Drive to Bench Elementary School and the curb extensions on the east leg of the Lake Elmo Drive/Milton Lane intersection. Final design will include street, intersection, and ramp grading; signing/striping plans; and necessary details.

Task 11. Thru Task 20: These tasks will account for final design of curb extensions at the locations listed in Phase 700. Final Design will include intersection and ramp grading, signing/striping, and details needed for each location. It is assumed that no storm water report will be required, and existing drainage patterns will be perpetuated.

Task 21. Burlington Trail: Final design for the shared use path along the alley right-of-way south of Alderson Avenue from 24th Street West to Bulington Elementary School. Final Design will include intersection and ramp grading, signing/striping, and details needed for each location. It is assumed that no storm water report will be required, and existing drainage patterns will be perpetuated.

Task 22. Ponderosa Trail Lighting: Final photometric analysis and design for lights along the trail from Ponderosa Elementary School to Kings Green

Drive. This task will include creation of exhibits and lot information needed for the creation of a Special Improvements Lighting Maintenance District (SILMD) and coordination with Northwestern Energy.

Task 23. Special Provisions: This task will prepare project contract/manuals with special provisions for all individual projects. It is assumed that there will be one project manual combining all special provisions from the individual projects.

Task 24. Opinion of Probable Cost (OPC): A detailed quantity take-off calculation will be conducted with preparation of an opinion of probable cost for each task.

Task 25. Additive Final Design Services: This task will include additional design efforts for upgraded street crossings to higher-level traffic control (inclusive of gutter and ramp grading) for Tasks 3-5, 7, and 8 of this phase. This task will also allow for bike corridor improvements in addition to standard signing & striping (inclusive of all grading work necessary for such improvements) such as cycle tracks or separated bike facilities. These services will not be provided unless written approval from the City is received. It is assumed that two of the aforementioned tasks will not be taken to final design based on construction budget constraints. Determination of which tasks will be taken to final design will be made after Conceptual design with written approval from the City.

Phase 900 Deliverables: Final plan set, project manual, and OPC (all in PDF format) and supporting calculations or documents.

Phase 1000. Bidding Assistance

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. For Bidding Plans & Project Manual Preparation: Revisions to final plans based on City comments. Prepare documents for release to contractors for bidding purposes.

Task 3. Pre-Bid Meeting: Administration of one (1) pre-bid meeting. This includes preparation of agenda, documentation of meeting minutes, and distribution to attendees.

Task 4. RFI Coordination: Provision of responses to contractors' requests for information (RFI) during the bidding process.

Task 5. Addendum Preparation: Up to three (3) addenda will be prepared and distributed to the plan-holders.

Task 6. Bid Opening & Bid Tab Preparation: Attendance of virtual bid opening and documentation of bids received. Bid tabulation will be prepared in Excel and submitted to the City.

Task 7. Bid Analysis: Review of bids for irregularities and conformance with project plans and documents.

Task 8. Notice of Award and Contract Preparation: A Notice of Award and For Construction documents will be prepared and distributed to the lowest responsive bidder.

Phase 1000 Deliverables: Pre-Bid Meeting agenda, attendance list, and minutes; Addenda (as needed); bid tabulation; Notice of Award; For Construction project plans and project manual.

Exclusion from Scope of Work & Assumptions

The following work items are excluded from the scope of work for this project and shall be considered as Additional Work. If the City determines that Additional Work is required, the Consultant will provide those services for an additional agreed-upon fee.

1. Geotechnical analyses or reports.
2. “Pop-up” bicycle facilities or events.
3. City will provide one round of comments based on Final design. Changes to design alternatives or locations after the selected alternatives from Conceptual design will require a contract amendment.
4. All improvements are assumed to be within existing surface improvements, or with minor changes to sub-surface. Existing utilities will remain therefore, Montana DEQ permitting and a cultural resources survey will not be required.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

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

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

1.	Project Management & Coordination	$33,521.63
2.	Federal Reporting	$28,386.00
3.	Traffic Analysis	$64,947.50
4.	Public Engagement	$55,174.25
5.	Traffic Signal Modifications	$8,881.00
6.	Surveying & Aerial Rectifying	$75,166.88
7.	Conceptual Design	$126,492.00
8.	Environmental Documentation	$32,784.22
9.	Final Design	$175,887.38
10.	Bidding Assistance	$29,599.88
11.	Direct Nonlabor	$21,190.26
	Total	**$652,031.00**

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

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

A. Field and laboratory testing of materials and reports.

B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D

Schedule of Professional Fees

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

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

Section 1. Professional Services.

See attached.

The cost of Professional Liability Insurance coverage is included in the hourly rates of personnel.

CHARGE OUT RATES

ROCKY MOUNTAIN

EFFECTIVE FEBRUARY 1, 2025

sanbell
Intelligent Infrastructure. Enduring Communities.

STAFF PERSONNEL SERVICES

Staff Engineer I	$115.00/hour
Staff Engineer II	$130.00/hour
Staff Engineer III	$135.00/hour
Landscape Designer I	$105.00/hour
Landscape Designer II	$115.00/hour
Landscape Designer III	$125.00/hour
Landscape Architect I	$135.00/hour
Landscape Architect II	$145.00/hour
Senior Landscape Architect I	$165.00/hour
Senior Landscape Architect II	$175.00/hour
Staff Planner I	$100.00/hour
Staff Planner II	$115.00/hour
Planner I	$130.00/hour
Planner II	$145.00/hour
Senior Planner I	$155.00/hour
Senior Planner II	$195.00/hour
Senior Planner Manager	$205.00/hour
Project Engineer I	$145.00/hour
Project Engineer II	$155.00/hour
Senior Engineer I	$190.00/hour
Senior Engineer II	$195.00/hour
Senior Engineer Manager	$210.00/hour
Senior Eng Manager/Principal	$250.00/hour
Expert Witness/Special Consultant	$290.00/hour
Engineer Intern	$90.00/hour
Field Survey Technician I	$85.00/hour
Field Survey Technician II	$88.00/hour
Staff Surveyor I	$115.00/hour
Staff Surveyor II	$130.00/hour
Professional Land Surveyor I	$140.00/hour
Professional Land Surveyor II	$150.00/hour
Senior Professional Land Surveyor I	$160.00/hour
Senior Professional Land Surveyor II	$180.00/hour
Construction Inspector	$88.00/hour
Construction Engineering Tech.	$100.00/hour
Senior Construction Eng. Tech.	$145.00/hour
Construction Engineer I	$145.00/hour
Construction Engineer II	$150.00/hour
CADD Technician I	$100.00/hour
CADD Technician II	$105.00/hour
Designer I	$107.00/hour
Designer II	$110.00/hour
Senior Designer I	$120.00/hour
Senior Designer II	$145.00/hour
Senior Designer Manager	$165.00/hour
Project Administrator	$100.00/hour
Senior Project Administrator	$115.00/hour
Accounting Specialist	$100.00/hour
Office Coordinator	$90.00/hour
Senior Office Coordinator	$115.00/hour
Support Services Director	$185.00/hour
Web/Graphic Designer	$115.00/hour
Marketing Coordinator	$120.00/hour
Senior Marketing Coordinator	$130.00/hour
Marketing Director	$185.00/hour

TRAFFIC DATA COLLECTION SERVICES

Standard Intersection Count (veh/bike/ped)	$30.00/hour
Small Roundabout Count (veh/bike/ped)	$41.00/hour
Large Roundabout Count (veh/bike/ped)	$93.00/hour
Spot Location Volume (veh/bike/ped)	$4.00/lane/hour
Spot Location Travel Speeds (veh)	$5.00/lane/hour
Data Collection Equipment	$30.00/count location
Rushed Processing (24-hour turnaround)	$9.00/processing hour

SURVEY CREW SERVICES

1-Person/2-Person Crew	Per Job
Survey Equipment	$30.00 /fieldwork hour
Survey Vehicle Mileage	IRS rate/mile + $0.10/mile
Scanner Equipment	$150.00/hour
Scanner Equipment (full day)	$1,050/day

OUTSIDE CONSULTANTS

1) At cost if independently billed direct to client
2) Cost plus 5% if billed through us

INDEPENDENT LABORATORIES

1) At cost if independently billed direct to client
2) Cost plus 5% if billed through us

ADMINISTRATIVE EXPENSES

Administrative Expenses	3.5% *

Including copies, prints, phone, postage, materials, and travel
**Based on professional services only, unless modified by contract*

Vehicle Mileage	IRS Rate

These rates are updated periodically to reflect market conditions. Rate increases will be reflected in future invoicing.

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than September 23rd, 2025, the completion date for the Engineer's work through final design shall be:

A. NEPA Completion Date: September 2026 (or sooner)

B. Planned Construction Start Date: June 2027 (or sooner)

C. Construction Substantial Completion: September 2029 (or sooner)

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

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

APPENDIX F: FEDERAL PROVISIONS AND ACKNOWLEDGEMENT

The City, as a non-Federal entity, wishes to use federal funds to pay or reimburse their expenses for equipment or services under this Contract. Therefore, this Contract must contain, and the Contractor must acknowledge, the applicable clauses described below in accordance with the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.

A. TERMINATION OF AGREEMENTS: The right is reserved by the City to terminate this Agreement at any time, for cause or convenience, upon not less than thirty (30) days written notice to the contractor.

In the event the City terminates this Agreement, the contractor shall be paid for the amount of work performed or services rendered to date of termination per the Agreement fee.

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

B. Equal Employment Opportunity: The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex,

disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Race, Color, Religion, national Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

(4) Disabilities: In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(5) Promoting Free Speech and Religious Liberty: The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not

limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

C. <u>Clean Air Act and Federal Water Pollution Control Act</u>:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FHWA.

(3) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(4) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Highway Administration (FHWA), and the appropriate Environmental Protection Agency Regional Office.

(5) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FHWA.

D. <u>Debarment and Suspension</u>:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Byrd Anti-Lobbying Amendment: Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

F. Procurement of Recovered Materials:

(1) A recipient or subrecipient 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 of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(2) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

G. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

   i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

   iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

a. This clause does not prohibit contractors from providing—

   i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or,

   ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

   i. Covered telecommunications equipment or services that:

      1. Are not used as a substantial or essential component of any system; and

      2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

I. **<u>Domestic Preference for Procurements</u>:** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

J. Access to Records: The following access to records requirements apply:

(1) Record Retention: The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

(2) Retention Period: The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Purchaser, the FHWA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(3) Access to Records: The Contractor agrees to provide sufficient access to FHWA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. The Contractor also agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) Access to the Sites of Performance: The Contractor agrees to permit FHWA and its contractors access to the sites of performance under this contract as reasonably may be required.

FHWA does not require the inclusion of these requirements in subcontracts.

K. Contract Changes or Modifications: To be eligible for FHWA assistance under the non-Federal entity's FHWA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Changes and modifications have been addressed within the contract document:

Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to the Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

L. Compliance with Federal Law, Regulations and Executive Orders: This is an acknowledgement that FHWA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FHWA policies, procedures, and directives.

M. Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

N. Applicability: The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

O. Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

ACKNOWLEDGEMENT:

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING:

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL

_____
NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

_____
FIRM/COMPANY NAME (CONTRACTOR)

_____
DATE

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U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Billings (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the *A Lifetime of Learning, Walking, & Biking: Systemic Safety for Billings Students*.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program,", which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

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ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: A Lifetime of Learning, Walking, & Biking: Systemic Safety for Billings Students Application Date: 07/07/2023

2.2 Award Amount.

SS4A Grant Amount: $3,557,923

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Base Phase: Pre-NEPA and Supplemental Planning	$1,008,311	

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Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Phase 1: Final Design, and Utility Relocation, ROW/Easement Acquisition	$385,847	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

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Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Phase 2: Construction	$2,163,765	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: See block 6 on page 1.

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

2.5 Grant Designation.

Designation: Implementation

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ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in three phases as follows:

Base Phase: Pre-NEPA and Supplemental Planning: The Base Phase will include working with a consultant to develop preliminary design and complete NEPA documentation for a suite of Safe Routes to School projects, which could include, but are not limited to: intersection conspicuity treatments; pedestrian, bicyclist, and ADA facilities; and traffic calming treatments. Preliminary design activities will include those allowed under FHWA Order 6640.1A "FHWA Policy on Permissible Project Related Activities During the NEPA Process."

The Base Phase will also include the development and implementation of the Safe Routes to School education campaign and the development of the pedestrian crossing study.

Option Phase 1: Final Design, Right-of-Way, and Utility Relocation: Phase 1 will include final design activities completed by a consultant as allowed by FHWA Order 6640.1A.

Option Phase 2: Construction: Phase 2 will include construction of the suite of Safe Routes to School projects.

3.2 Project's Estimated Schedule.

Supplemental Planning Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	9/1/2026
Planned Draft Plan Completion Date:	12/1/2028
Planned Final Plan Completion Date:	2/1/2029
Planned Final Plan Adoption Date:	9/15/2029
Planned SS4A Final Report Date:	1/14/2030

Implementation Schedule (Construction)

Milestone	Schedule Date
Planned NEPA Completion Date:	9/1/2026
Planned Construction Start Date	9/2/2026
Planned Construction Substantial Completion and Open to Public Use Date:	9/15/2029
Planned SS4A Final Report Date:	1/14/2030

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3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$3,557,923
Other Federal Funds:	N/A
State Funds:	N/A
Local Funds:	$889,606
In-Kind Match:	N/A
Other Funds:	N/A
Total Eligible Project Cost:	$4,447,529

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	$1,652,823		**$1,652,823**
Construction	$1,966,362		**$1,966,362**
Miscellaneous	$85,000		**$85,000**
Contingency	$743,344		**$743,344**
Project Total	**$4,447,529**		**$4,447,529**

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Docusign Envelope ID: 7332ADF7-4E82-4C12-8376-BF8013E8494E

Elyse Monat
Active Transportation Planner
City of Billings
PO Box 1178, Billings, MT, 59103
406-247-8637
monate@billingsmt.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Elyse Monat, AICP	Active Transportation Planner
Mac Fogelsong, P.E.	City Engineer
Sarah Plath, P.E.	Staff Engineer

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Montana
Agreement Officer's Representative (AOR)
FHWA Montana Division
585 Shephard Way, Suite2]
406-441-3900
Montana.FHWA@dot.gov

and

James Stevenson
Montana Division Office Lead Point of Contact

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Program and Project Delivery Engineer
585 Shephard Way, Suite2]
406-441-3916
James.stevenson@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "**AO**") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

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(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2. The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.

6.5 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

6.6 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.7 There are no other special grant requirements.

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ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Billings
Baseline Measurement Date: 3/1/2026
Baseline Report Date: 5/1/2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance

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Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

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ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope:

This project will include a number of infrastructure improvements that make it easier and safer for children to get to school around the City of Billings. Exact locations may differ slightly from those listed in the application.

Schedule: The supplemental planning activities timeline has been updated to align better with the construction timeline given the need for the Base Phase, Phase 1, and Phase 2. The Safe Routes to School educational campaign will be spread across all three phases. The pedestrian crossing study will take place in Phase 1.

Budget: N/A

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds			N/A	
Non-Federal Funds			N/A	
Total Previously Incurred Costs			N/A	
Future Eligible Project Costs				
SS4AFunds			N/A	
Other Federal Funds			N/A	
Non-Federal Funds			N/A	
Total Future Eligible Project Costs			N/A	
Total Project Costs			N/A	

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ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
X	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

New ADA/PROWAG compliant ramps, sidewalks, and shared use paths will improve biking, walking, and rolling access for individuals with disabilities. The City of Billings uses the PROWAG as the standard for its construction projects. The City currently dedicates $250,000 per year to ADA ramp replacements within its Capital Improvement Plan; this grant will accelerate implementation of the ramps by dedicating additional funding to this category.

The City will make special efforts to reach out to consultant companies and construction companies owned by people of color, if available in the area. This will include reaching out to organizations such as the Native American Development Corporation to learn more about how to best advertise the

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opportunity to Indigenous owned consultant/construction companies, if present in the Billings community or if the work could be done remotely (for design/engineering) or if a company would travel into town for construction. While selection will be based on the lowest responsible bid, this effort is expected to make new connections between the City of Billings and minority owned businesses.

The City will include diverse perspectives on the committee that plans the educational campaign so that culturally appropriate messaging can be developed. This could include members from LIFTT (Living Independently for Today and Tomorrow – an Independent Living Center), members from Indigenous led organizations in town, and/or members of other people of color led organizations.

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ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with "X" in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)*
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)*
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)*
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)*
	The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)*
	The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)*
	The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)*
	The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)*
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)*
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)*
	The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)*

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	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)*
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

This project makes it easier for children to walk and bike to school across our City, which is expected to increase the percentage of children walking or biking to school and thus reduce greenhouse gas emissions. Billings is fortunate to have many neighborhood schools with many students living within walking distance of their public elementary schools; however, many students are driven to school. Improved infrastructure will promote safe walking and biking to school.

The educational campaign will promote the environmental benefits of walking and biking to school and explain how pollution around schools can be reduced, resulting in healthier students, when more students bike, walk, and roll to school.

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ATTACHMENT E
LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

X	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. *(Describe the relevant provisions in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)*
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)*
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)*
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*

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	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. *(Describe the equal opportunity plan in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

PREVAILING WAGE RATES (DAVIS BACON ACT) As per State law, MCA Title 18, Chapter 2, for construction projects of $25,000 or more, there must be a statement in the bid documents calling for the contractor to pay the prevailing wage rate as established by the State of Montana, as well as a statement and copy of wage rates included in the contract documents. If Federal funds are involved, there may be additional requirements for prevailing wage rates. (from the City of Billings 2023 Purchasing Procedures). Bringing additional construction dollars, funneled through local government which is subject to these requirements, will add to the number of good paying jobs available.

In addition, Montana is not a right-to-work state and the free and fair right to join a union is protected.

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ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

X	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
X	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

We may purchase a signal with automatic detection for one or more of the enhanced crossings. If purchased, City officials will purchase all technology from reputable companies with a proven track record of safe operation around the country to ensure they the technology will not pose a security risk. The City already has many automatic detection signals and has thoroughly researched the systems and has operated them for years without a security risk. All technology will be installed per company standards to further reduce cyber security risks.

City Council Regular

Date:	09/22/2025
Title:	Airport Governance Analysis and Transition Plan Consultant Contract
Presented by:	Marita Herold
Department:	Airport
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve the contract with Steven Baldwin Associates for the Airport Governance Analysis and Transition Plan project.

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

A Request for Qualifications for the Airport Governance Analysis and Transition Plan project was advertised in Yellowstone County News and the Airport Website on July 3, 11, and 18, 2025. Eleven interested firms requested a copy of the RFQ.; four firms lacked staff qualifications while two firms cited insufficient capacity to meet project timeline requirements The selection committee selected Steven Baldwin Associates as sole qualified consultant for the governance transition project. The committee noted this respondent's multiple concurrent projects and experience portfolio. An e ighteen-month maximum project timeline has been established, with a mandatory one-year post-transition support period for implementation assistance.

ALTERNATIVES

City Council may:

- Approve the consulting contract with Steven Baldwin Associates for the Airport Governance Analysis and Transition Plan project; or,
- Not Approve the consulting contract with Steven Baldwin Associates for the Airport Governance Analysis and Transition Plan project.

FISCAL EFFECTS

The cost of this contract will not exceed $622,000. Funds to cover this cost are included in the current budget.

Attachments

Airport Governance Project Consultant Services Agreement

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into _____ by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **STEVEN BALDWIN ASSOCIATES**, of 150 State Street, Albany, NY 12207, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to complete an Airport Governance Analysis and Transition Plan and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

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

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

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

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

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

3. PAYMENT: In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed $621,000.00.

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

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

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

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

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

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

6. INDEMNITY:

The **CONSULTANT** SHALL:

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

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

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

The **CITY** SHALL:

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

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

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

7. <u>INSURANCE</u>:

A. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this

AGREEMENT, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

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

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

The general liability limits required by this **AGREEMENT** can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

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

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

CONSULTANT shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONSULTANT** shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

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

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

A. Qualifications

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

B. Solicitation of Agreement

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

C. Facilities and Personnel

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

D. Subcontracting

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

E. Affidavits of Compliance

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

9. AGREEMENTS OF CITY:

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the **CITY'S** portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the **CONSULTANT** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is ____Spencer Gillette___and the Project Manager for the **CITY** designated is __Jeff Roach, A.A.E.___.

10. NONDISCRIMINATION:

A. **CONSULTANT** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules,

regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONSULTANT** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONSULTANT** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONSULTANT** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

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

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

conducted by the employer, or (c) consistent with the **CONSULTANT'S** legal duty to furnish information.

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

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

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

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

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

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

13. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

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

If either party fails to comply with any condition of this AGREEMENT at the time or in the manner provided for, the other party may, at its option, terminate this AGREEMENT and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be

cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this AGREEMENT.

14. **CONFLICT OF INTEREST: CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result **in** a conflict with **CITY'S** interest. During the term of this **AGREEMENT**, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this **AGREEMENT**. **CONSULTANT** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.

15. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

16. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.

17. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.

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

19. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.

20. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**. All materials related to this **AGREEMENT**

and services provided are considered public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

21. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.

22. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.

23. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

24. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.

25. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

26. **PERFORMANCE STANDARDS AND REMEDIES:** The CONSULTANT shall perform all services under this Agreement in a prompt, professional, and workmanlike manner consistent with industry best practices. If performance deficiencies are identified by the CITY, CONSULTANT shall submit a corrective action plan within 10 business days. Failure to correct such deficiencies within a reasonable time may result in reduction of payment, suspension of work, or termination.

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

CITY OF BILLINGS, MONTANA

_____

WILLIAM A. COLE, MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

STEVEN BALDWIN ASSOCIATES

_____

SIGNATURE

_____

PRINT NAME

_____

PRINT TITLE

EXHIBIT A

Scope of Work

Airport Governance Analysis and Transition Plan Scope of Work
As outlined in the RFQ, there are three phases to the Airport Governance Analysis and Transition Plan:

- **Phase 1 Governance Model Recommendation**
- **Phase 2 Governance Transition**
- **Phase 3 Post-Transition Support**

A scope of work to accomplish these phases and sub-tasks is provided below:

Phase 1 Governance Model Recommendation:
The primary elements of Phase 1 include the following general activities:

1. **Kick-off Meeting:** Upon notice to proceed, a kick-off meeting with airport management will be organized to discuss the overall assignment including detailed discussions regarding the tasks and deliverables to be performed in the Scope of Work. A schedule for Phase 1. will be developed in coordination with airport management outlining the tasks and milestones of the project.

Deliverable(s): Agenda, meeting minutes, and Phase 1. project schedule.

2. **Research, Information and Data Collection:** An important aspect of the project will be to gather, collect and assess all necessary data, information and historical knowledge relevant to the task at hand. Organizing the data into specific inventories, including background, financial, and organizational data for review and analysis by SBA. This task will support the evaluation of the current governance structure and potential benefits of changing the model to an airport authority.

Deliverable: List of information for data collection initiative.

3. **Airport Governance Advisory Committee:** The creation and/or support of an exploratory/advisory committee composed of stakeholders (or any other oversight bodies) to educate members about the process and to review the advantages and disadvantages of the current governance model in comparison with an independent airport authority. This committee would meet throughout the

duration of Phase 1 and be charged with supporting final recommendations to the City on the airport governance model. Approximately five meetings are anticipated to perform this task. The committee may additionally serve as a transition steering committee in Phase 2 should a change be recommended and adopted.

Deliverable(s): Committee presentations and associated materials.

4. **Stakeholder Input:** Meetings and interviews with stakeholders to solicit information and input regarding the operation of the airport and its governing model, and to impart education and awareness on governance structures and the process at hand. Stakeholders include airport tenants, community members, employees, and other regional partners or representatives. A variety of methods are utilized to involve stakeholders, such as hosting meetings open to the public, direct interviews, online targeted surveys, and public hearings. The stakeholder input will be recorded and summarized within the final report.

5. **Legislative Review:** SBA will review State law within Montana as it relates to an authority governance model. The findings of the legislative review will be incorporated into the final report and outline the steps necessary to transfer from the existing model to the authority model in Montana. The findings of this task will additionally support recommendations made within the final report and presentation.

6. **Financial Review and Transition Cost Estimate:** Incorporating the findings of the previous tasks, SBA will perform a high-level financial review of current airport operations that will evaluate the financial sustainability of the current governance model, including possible measures to reduce and/or retire any current operating deficit (if required). SBA will additionally evaluate the estimated costs associated with a transition of the governing model to an airport authority. Such costs may include personnel, services, systems, and other transitional support to effectively transition the governing model. The results of the financial review and cost estimates will be presented in a white paper and include a financial plan to transition the governing model should the City decide to make a change.

Deliverable: White paper on the financial review and transition cost estimate.

7. **Executive Briefings:** In concert with airport management, executive briefing(s) would be held to highlight project activities, key findings, and recommendations. The briefing(s) would be geared toward senior airport management and City officials, or other relevant stakeholders, to help members in the decision of

whether to move forward with Phase 2. Meetings would be held at least monthly to support this task.

8. **Draft and Final Analysis Report:** In conjunction with the airport governance advisory committee and the results of the group findings and consensus, a high-level, policy-orientated report presenting the results of the review and analysis would be developed. The report will be presented as a “draft” and then finalized after input is received from stakeholders. The report will include recommendations on the governance model of the airport and identify if a transition to an airport authority model is feasible considering the specific circumstances of the airport based upon the analysis.

Deliverable(s): Draft and Final Report.

9. **Presentation of Findings:** At the conclusion of Phase 1. a presentation will be developed to include the findings of the analysis and recommendations for the governing model. The presentation will highlight the key findings from the final report, including estimated costs to transition the governing model, and outline next steps for consideration and adoption by the City of Billings.

Deliverable: Presentation of key findings and recommendations.

Phase 1. Travel: Includes up to 10 trips, 20 nights, for 2 people.

Phase 1. Completion; Review and Acceptance. Completion of Phase 1 shall be defined as submission and City acceptance of all listed deliverables. The Consultant shall not proceed to Phase 2 without written authorization from the City following review and acceptance of all Phase 1 deliverables.

Phase 2 Governance Transition:
The primary elements of Phase 2 include the following general activities:

1. **Phase 2. Kick-Off Meeting:** Upon notice to proceed with Phase 2, a kick-off meeting with airport management will be organized to discuss details of Phase 2 tasks. This meeting will be used to organize and align project tasks and objectives following the Phase 1. analysis and recommendations as well as identify the transition schedule. A schedule for the Phase 2. transition will be developed in coordination with airport management outlining project tasks and milestones.

Deliverable(s): Agenda, meeting minutes, and Phase 2. project schedule.

2. **Prepare an Airport Authority Operating Structure:** Should the findings of Phase 1 lead to a decision to change the governing model of the airport, an operating structure for the authority will be prepared in coordination with airport management and stakeholders. The structure will incorporate the findings of the Phase 1. analysis including stakeholder input collected regarding the governing model. Industry best practices and Montana state law will likewise be used as a foundation for the operating structure. Consideration will be given for the organizational structure under the governing model as well through consultation with airport management. At the conclusion of the task, the proposed operating structure will be outlined within a white paper for consideration by the City.

Deliverable: White paper outlining the proposed operating structure.

3. **Prepare an Airport Authority Transition Plan:** Following the identification of an airport authority operating structure a plan to transition the model from the existing structure to the new structure will be formed. The plan will outline the transition in detail to help guide the transition team, support communication with stakeholders, and ensure effective project execution.

Deliverable: White paper outlining a Transition Plan to change the governing model.

4. **Legislative Team and Compliance:** Formation of a legislative team made up of airport management, airport/City counsel and outside counsel (if applicable), and regional elected officials. The legislative team is anticipated to meet throughout the formation of the authority and report through the Transition Steering Committee. SBA will partner with airport/City legal counsel to ensure compliance with state and local laws during the formation of the airport authority. Additional legislative research and analysis will be performed to support compliance with State and local laws and the development of governing documentation.

5. **Transition Consultation Process:** Consult with stakeholders, including the owner/stakeholders, the Director Aviation and Transit, airport personnel, and other identified stakeholders, including representatives of the City, and business/community members. Provide expert policy and program advice and research regarding the makeup of the proposed governing Board and similar policy matters related to the airport's efficient and effective management and operation. Provide assistance with City Council presentations related to the airport governance transition. To support dialog and deliberation upon transitional tasks and governing documentation, SBA will support a Transition Steering Committee and meet with the Committee on a monthly basis throughout the duration of the transition. Provide research and other transitional services for the airport and new governing body as may be requested throughout the

assignment.

Deliverable(s): Meeting materials and supporting documentation.

6. **Standing-Up New Governing Body:** The creation of the new governing body and defining criteria for Board membership, including meeting support throughout the transfer process with the FAA. Draft governing documentation will be developed by SBA for the formation of the authority to include a resolution/articles of incorporation and bylaws for the operation of the authority board. Such documentation will be provided to relevant stakeholders (i.e., airport management, City, and authority) for finalization and adoption. Provide support for public hearings to establish the new authority and transition the governing model of the airport.

Deliverable(s): Draft resolution/articles of incorporation to form new governing body, bylaws, and materials to support public hearing.

7. **FAA Application Development:** Preparation of the draft and final FAA application for sponsorship transfer, including a Federal Aviation Regulation (FAR) Part 139 Airport Operating Certificate application. SBA will gather and organize all relevant airport documentation to support the application as outlined in FAA Compliance Guidance Letter 2021-1 – Guidance for Transfer of Federally Obligated Airports. Throughout this task, SBA will be in close coordination with airport management regarding updates to airport documentation (i.e., Exhibit A Property Map, Airport Layout Plan, Passenger Facility Charge applications, etc.). Coordination and consultation with airport legal counsel regarding the opinion of counsel report to be included in the application as well as other consultants of the airport supporting the transition, as needed. This task will additionally include the development of necessary governing documents including transfer agreements, services agreements, assignment and assumption agreements, etc. to effectuate the change in sponsorship.

Deliverable(s): Document collection list, Draft governing documentation, Report of the airport consultant, Draft and final Part 139 application.

8. **FAA Consultation:** Coordination and negotiation with the FAA, including potential requested revisions to the application. Approximately four meetings with the FAA are envisioned to accomplish this task.

Deliverable(s): Meeting minutes and associated materials.

9. **Closing Activities:** Coordinate formal closing activities parallel to FAA's issuance of an Operating Certificate to the new governing body.

Phase 2. Travel: Includes up to 17 trips, 20 nights, (2 people, 10 trips; 1 person, 7 trips).

Phase 2. Completion; Review and Acceptance. Completion of Phase 2 shall be defined as submission and City acceptance of all listed deliverables. The Consultant shall not proceed to Phase 3 without written authorization from the City following review and acceptance of all Phase 2 deliverables.

Phase 3. Post-Transition Support:
The primary elements of Phase 3 shall include the following general activities:

1. **Post-Transition Retainer Support:** Provide services to the new authority on a retainer basis to assist with the preparation of housekeeping items and provide meeting support to the governing body during its inaugural year and transition period. This support is anticipated to average between 10 – 25 hours per month during the inaugural year. Professional airport management consultation services to support the authority shall include, but may not be limited to:

- Research and other transitional services for the airport and new governing body,
- Review and development of airport policies and procedures,
- Consultation regarding best practices within the airport industry,
- Strategic initiative consultation,
- Organizational assessment for key staff resources and succession planning.

Phase 3. Travel: No on-site travel is included in Phase 3 at this time. Upon the transition to an authority SBA will work with airport management to address travel in support of Phase 3. tasks, if needed.

Phase 3. Completion; Review and Acceptance. Completion of Phase 3 shall be defined as submission and City acceptance of all listed deliverables.

Applicable to Phases 1 through 3:

a. The tasks and deliverables listed above are inclusive of the Consultant's obligations under each Phase. Any additional tasks must be authorized in writing by the City as a formal modification.
b. All work shall be performed in accordance with professional standards applicable to airport governance consulting and in a timely, competent, and diligent manner.

c. Consultant shall maintain the confidentiality of sensitive or proprietary information obtained during the project unless disclosure is required by law or authorized in writing by the City.
d. All public-facing communications, materials, or messaging shall be subject to prior review and written approval by the City.
e. All deliverables, including white papers, reports, drafts, presentation materials, and supporting documentation, shall be the sole property of the City.

City Council Regular

Date:	09/22/2025
Title:	General Contractor/Construction Manager (GC/CM) Services Contract for Preconstruction Services, Phases I and II for the Airport Ticketing and Baggage Remodel
Presented by:	Paul Khera
Department:	Airport
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends awarding the General Contractor/Construction Manager (GC/CM) Services contract for the airport Airline Ticketing Area Remodel to Martel Construction.

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

The Billings Airport ticketing area has TSA Baggage screening machines in the lobby, which take space, creates crowding for passengers, and results in a stressful travel experience. The remodel will move the TSA baggage screening behind public areas, modernize the baggage belts to the screening machines, increase ticket counter availabiltiy, upgrade ticket counters to create a more inviting flying experience, and improve airline operator ergonomics to lower operating costs, critical to air service development. Four companies bid for the GC/CM Services contract, all proposals were scored, the top two companies were interviewed and rescored. Martel Construction scored the highest.

ALTERNATIVES

City Council may:

- Approve the contract award to Martel Construction in the amount of $27,574.00 for Phases I and II Pre-construction.
- Not Approve the contract award and provide guidance on which way to proceed

FISCAL EFFECTS

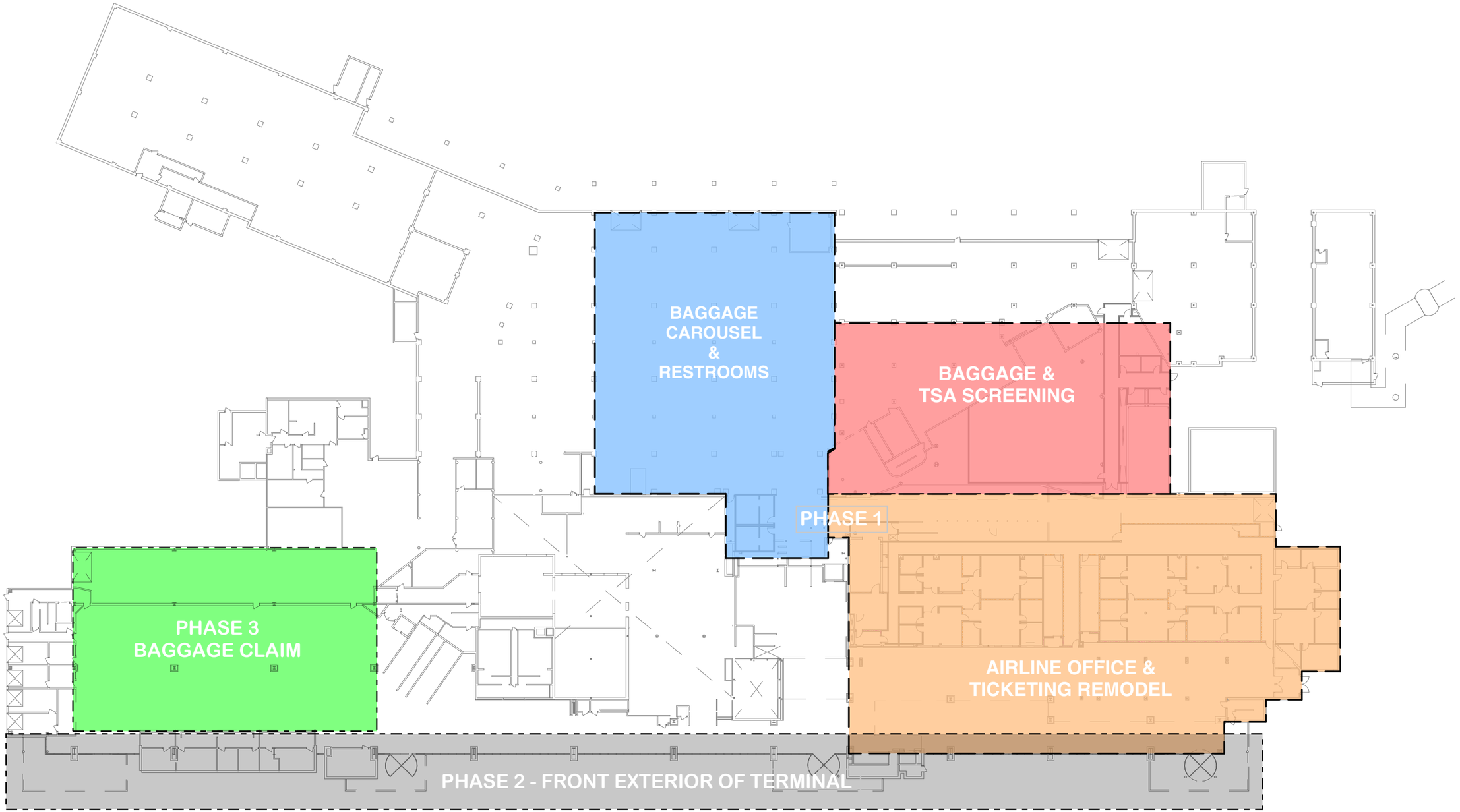
Spend $27,574.00 from airport capital funds.

SUMMARY

Staff recommends the City Council approve awarding the GC/CM Phases I and II Pre-construction Services contract to Martel in the total amount of $27,574.00.

Attachments

Drawings
Final Scores



KEY PLAN

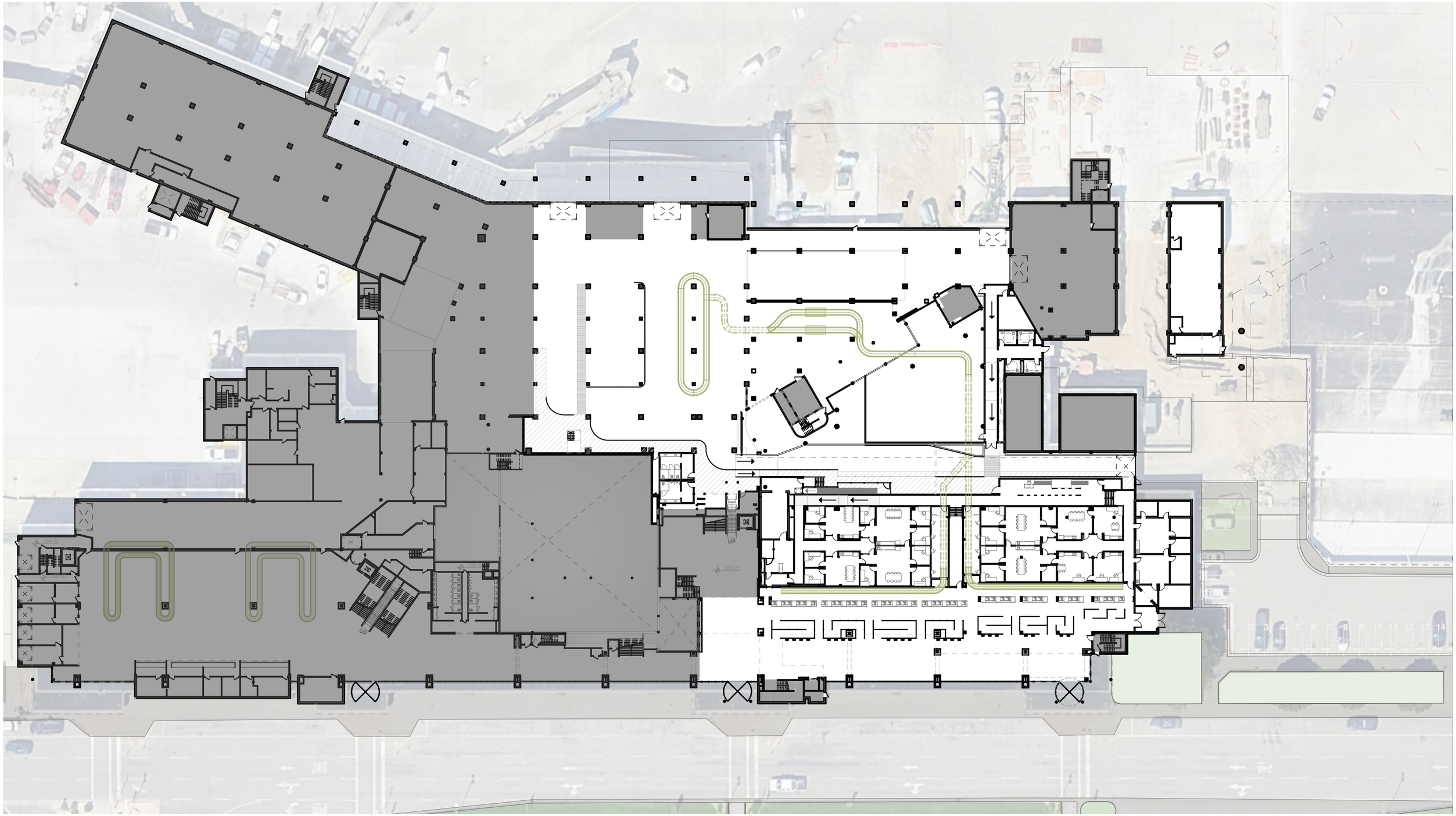
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COLLABORATIVE DESIGN ARCHITECTS | Morrison Maierle engineers · surveyors · planners · scientists | BILLINGS LOGAN INTERNATIONAL AIRPORT

BILLINGS LOGAN INTERNATIONAL AIRPORT

TICKETING & BAGGAGE REMODEL | SCHEMATIC DESIGN

OVERALL KEY PLAN



1 **OVERALL FIRST FLOOR PLAN - SITE**

1" = 50'

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BILLINGS LOGAN INTERNATIONAL AIRPORT

TICKETING & BAGGAGE REMODEL | SCHEMATIC DESIGN

N

OVERALL FIRST FLOOR PLAN

ELEV MECH 135 SF

ELEV 132 SF

100'-0"

OVERSIZED SCREENING 394 SF

OVERSIZED INTAKE 318 SF

A 612 SF

B 593 SF

C 835 SF

D 870 SF

AIRLINE OFFICES WEST 2,958 SF

MAINTENANCE / IT

97'-0"

100'-0"

MAINTENANCE / IT

EMPLOYEE SCREENING 499 SF

STRG 52 SF

E 949 SF

F 854 SF

G 392 SF

H 340 SF

J 323 SF

K 282 SF

AIRLINE OFFICES EAST 3,183 SF

OFFICE ADDITION 283 SF

L 933 SF

AIRLINE OFFICE EXPANSION 1,586 SF

M 933 SF

EAST TICKETING 4,546 SF

WEST TICKETING 6,199 SF

100'-0"

100'-0"

AIRLINE OFFICE & TICKETING REMODEL

KEY PLAN

N

1 FIRST FLOOR PLAN

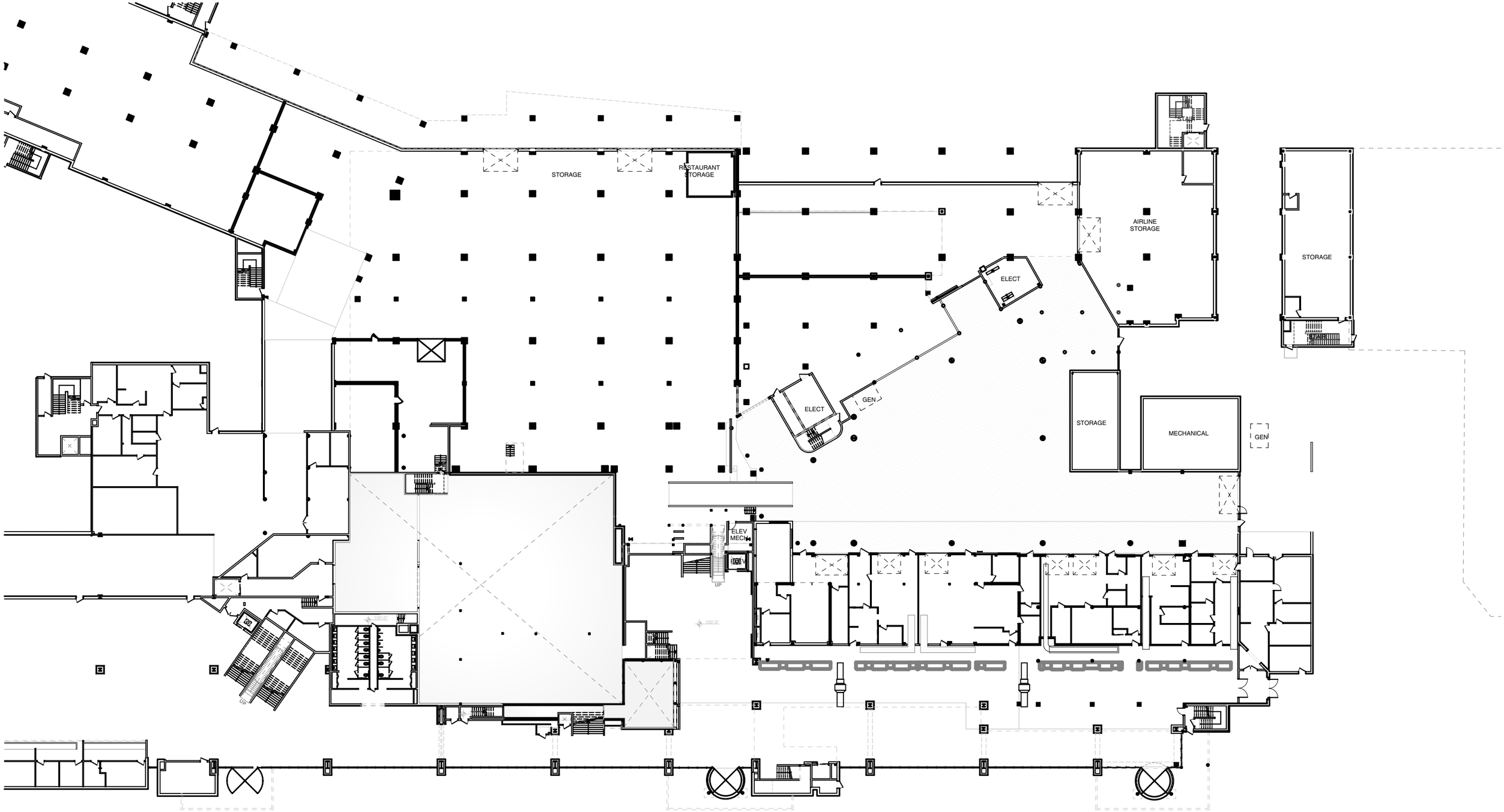
1/16" = 1'-0"

COLLABORATIVE DESIGN ARCHITECTS | Morrison Maierle engineers · surveyors · planners · scientists | BILLINGS LOGAN INTERNATIONAL AIRPORT

BILLINGS LOGAN INTERNATIONAL AIRPORT

TICKETING & BAGGAGE REMODEL | SCHEMATIC DESIGN

ATO REMODEL
OVERALL PLAN



1 (E) OVERALL FIRST FLOOR PLAN

1" = 40'

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BILLINGS LOGAN INTERNATIONAL AIRPORT

TICKETING & BAGGAGE REMODEL | SCHEMATIC DESIGN

OVERALL EXISTING PLAN

			MARTEL	DICK ANDERSON
Interview 100%				
Qualifications & Experience		**30**	29.3	20.0
Project Understanding & Approach		**30**	27.3	24.2
Team Strength & Collaboration		**20**	18.8	16.7
Cost Element		**10**	9.3	9.2
Interview Performance		**10**	8.4	9.5
GRAND TOTAL		**100**	**93.3**	**79.5**

6 people on the scoring team. Sat in on the interview, discussion and went over scoring.
The above scores are the averages for each scoring section.

City Council Regular

Date:	09/22/2025
Title:	MOU between RiverStone Health, Yellowstone County, and the City of Billings
Presented by:	Tina Hoeger
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends City Council accept and approve the Memorandum of Understanding by and between the City of Billings, Yellowstone County, and RiverStone City/County Health Department.

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

The parties to this MOU recognize the benefits of intergovernmental cooperation in furthering the collective interests of all, and the public that they serve, seeking to protect public health, safety and welfare. Within the City limits, there are unlicensed motels, hotels, and tattoo artists, all of which endanger the public as far as safe and sanitary conditions for use of these establishments. This MOU establishes the City Code Enforcement Division as the authorized representative and designee for the City/County Health Department to address licensure violations. The MOU is entered into under authority granted by Montana statutes and Billings Montana City Code. Under the MOU, the Code Enforcement Division would identify and investigate unlicensed motels, hotels, and tattoo artists within the City limits, with the compliance goal of those businesses applying for the appropriate licensing through the City/County Health Department. The Code Enforcement Division would only be responsible to the point of license application, when the City/County Health Department would assume the responsibility to complete the process. The Code Enforcement Division would not be responsible for any inspections related to the license application.

This partnership will further the ability of local agencies to address unsafe and unsanitary conditions in businesses that cater to the public in Billings and Yellowstone County.

STAKEHOLDERS

All of the parties to this MOU will mutually benefit from this resource sharing. More importantly, with these businesses properly licensed through the City/County Health Department, patrons, citizens, and visitors will all benefit as well.

ALTERNATIVES

City Council may:

- Approve the MOU; or,
- Not Approve the MOU, allowing unlicensed service businesses to remain operating in the City limits and endangering the health and safety of the public.

FISCAL EFFECTS

There are no negative fiscal effects to this agreement. The City Code Enforcement Division already addresses other licensure violations covered by City Codes and this added area of work is not expected to add significantly to the Division's work load. The parties to the MOU will monitor its application for the next year and see if any changes are needed.

SUMMARY

By entering into this MOU, the parties will be able to bring unlicensed motels, hotels, and tattoo artists into compliance with the requirements of the City/County Health Department.

Attachments

RSH, City, County MOU

MEMORANDUM OF UNDERSTANDING

by and between

CITY OF BILLINGS 316 North 26th Street Billings, MT 59103	YELLOWSTONE COUNTY 217 North 27th Street Billings, MT 59101	RIVERSTONE CITY/COUNTY HEALTH DEPARTMENT 123 S. 27th Street Billings, MT 59101

1. Parties

This Memorandum of Understanding (MOU) is made by and between the City of Billings, 316 North 26th Street, Billings, MT 59101, ("City"), Yellowstone County, 217 North 27th Street, Billings, MT, 59101 ("County"), and Riverstone City/County Health Department, 123 S. 27th Street, Billings, MT 59101 ("City/County Health Department") (collectively "Parties") as public entities in recognition of the benefits of intergovernmental cooperation in furthering the collective interests of all and the public which they serve.

2. Purpose

The purpose of this MOU is to establish a cooperative framework in which the City's Code Enforcement Division ("Code Enforcement") will act as an authorized representative and designee for the City/County Health Department to ensure compliance with MCA 50-48-201(1) and MCA 50-51-201(1) by those persons and establishments subject to their requirements located within city limits. This partnership seeks to protect public health, safety, and welfare through coordinated regulatory enforcement efforts.

3. Authority

This MOU is entered into under the authority granted by applicable Montana statutes, including MCA 50-2-118(1), and relevant provisions of the Billings Montana City Code ("BMCC"), including BMCC Sec. 15-101, which authorize the Parties to collaborate on health and safety enforcement within their respective jurisdictions.

4. Appointment

The City/County Health Department hereby designates Code Enforcement as an authorized representative and designee to ensure compliance with MCA 50-48-201(1) and MCA 50-51-201(1) by those persons and establishments subject to their requirements located within city limits.

5. Scope of Services

The Parties agree that Code Enforcement may:

a. Identify and investigate potential violations of MCA 50-48-201(1) and MCA 50-51-201(1) within city limits during routine code enforcement activities or as referred by the City/County Health Department or others.

b. Initiating and following through with enforcement actions for violations of MCA 50-48-201(1) and MCA 50-51-201(1) within city limits, including issuing notices of violation and citations, prosecution of

violations in Yellowstone District Court and Billings Municipal Court, and pursuing such other civil remedies and injunctive relief as deemed to be appropriate by Code Enforcement personnel.

6. Responsibilities of the City

a. Document all Code Enforcement investigations, complaints, and enforcement actions undertaken under this MOU and provide regular reports to the City/County Health Department.

b. Retain Code Enforcement records in accordance with all applicable retention policies and share those records with the County and the City/County Health Department upon request.

7. Responsibilities of the County and City/County Health Department

a. Cooperate in Code Enforcement investigation and enforcement activities under this MOU.

b. Provide such personnel as may be required for enforcement actions that require County-level authority, including investigations, coordination with the County Attorney's Office, and legal proceedings.

8. Consideration and Resource Sharing

The Parties acknowledge that this MOU is supported by good and valuable consideration as the mutual commitment of resources provides a fiscal benefit to each entity and enhances their collective ability to protect public health and safety. The Parties further agree that the in-kind resource sharing outlined in this MOU does not create an obligation for any party to assume or contribute to the financial expenses of another party in delivering the services described herein.

9. Effective Date, Term, and Termination

This MOU shall become effective upon the date of the last signature and shall remain in effect for a period of two (2) years unless terminated earlier by any Party. Any Party may terminate this MOU by providing thirty (30) days' written notice to the other Party. Upon termination, the Parties agree to cooperate in completing any ongoing enforcement actions or investigations.

10. Hold Harmless and Indemnification

Each party agrees to indemnify and hold the other party harmless against any claims arising from the acts, errors, or omissions of its employees or agents.

11. General Provisions

a. Amendments: This MOU may be amended only in writing and signed by all Parties.

b. Non-Binding Agreement: This MOU is a cooperative agreement and does not create a legal partnership, joint venture, or employment relationship between the Parties.

c. Governing Law: This MOU shall be governed by the laws of the State of Montana.

d. Authorized Signatures: The Parties represent and agree that the persons signing this Agreement have authorization to bind their respective entities to the terms of the Agreement.

e. Severability: If any provision of this MOU is held to be illegal or void, the validity of the remaining terms shall not be affected.

f. Public Information: All materials related to this MOU are considered public records and may be distributed by request made pursuant to Montana's Public Records Acts.

12. Points of Contact

County
Name: Steve Williams
Title: Chief In-House Counsel
Phone/Email: (406)869-8074/swilliams@yellowstonecountymt.gov

Health Department
Name: Melissa Henderson
Title: Senior Director, Community Health + Safety
Phone/Email: 406-651-6569/melissa.Hen@riversstonehealth.org

City
Name: Tina Hoeger
Title: Code Enforcement Division Manager
Phone/Email: (406)869-3926/hoegert@billingsmt.gov

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year set forth below.

Signed this ___ day of _____, 2025:

CITY OF BILLINGS, MONTANA

_____
WILLIAM A. COLE, MAYOR

ATTEST:

_____
DENISE BOHLMAN, CITY CLERK

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Signed this 2ND day of September, 2025:

_____
MARK MORSE, CHAIRMAN

Signed this 2ND day of September, 2025:

MICHAEL J. WATERS, COMMISSIONER

Signed this 2nd day of September, 2025:

CHRIS WHITE, COMMISSIONER

ATTEST:

JEFF MARTIN, YELLOWSTONE COUNTY CLERK AND RECORDER

Signed this 2nd day of September, 2025:

RIVERSTONE CITY-COUNTY HEALTH DEPARTMENT

JON FORTE, PRESIDENT & CEO
RIVERSTONE CITY-COUNTY HEALTH OFFICER

City Council Regular

Date:	09/22/2025
Title:	MET Transit - Agreement to provide Senior Medical Transportation for Allies in Aging FY26
Presented by:	Rusty Logan
Department:	Transit
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council approve the agreement with Allies in Aging in support of MET Transit provided Senior Medical Transportation for up to $45,000 in revenue.

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

Annually, Allies in Aging receives Yellowstone County mill funding in support of seniors, including transportation services. For over 10 years, the agency has utilized a portion of these funds to sponsor MET Transit provided non-emergency medical transportation to seniors in the City of Billings transit service area. Traditionally, this program has been integrated into the annual Billings Area Human Services Transportation Coordination Program managed and facilitated by Billings MET Transit. However, Allies in Aging is requesting an agreement with the City for FY26 in support of this program. Within the agreement, the program allows for sponsored trips for seniors for medical related reasons such as physician visits and pharmacy use. These rides are provided as time and space allow on the existing Billings MET Transit paratransit system as individuals referred for sponsored rides are generally not certified for use of the paratransit system; however, Allies in Aging also assists these individuals in the process of applying for paratransit eligibility. For individuals not certified for paratransit services, Allies in Aging pays the current Medicaid non-emergency medical transportation rate for each ride and the trip is completed if MET Transit has the flexibility in the daily ride schedule to complete the trip. If a client does become eligible for paratransit service, Allies in Aging pays the current one-way paratransit fare for each ride and the client's trips are negotiated as usual within the bounds of paratransit operating rules. For all sponsored services, Allies in Aging is invoiced monthly by Billings MET Transit; the total value of the services provided is expected to be $45,000 for FY26.

ALTERNATIVES

City Council may:

- Approve the agreement to provide Senior Medical Transportation services sponsored by Allies in Aging, generating approximately $45,000 in revenue; or,
- Not Approve the agreement and provide recommendations to staff.

FISCAL EFFECTS

The Senior Medical Transportation program is expected to generate $45,000 in revenue for the Billings MET Transit system for FY26; as this program is focused on time and space availability within existing paratransit services, no additional labor hours will be utilized by Billings MET Transit to support the program.

Attachments

Agreement

AGREEMENT

July 1, 2025 - June 30, 2026

This AGREEMENT between the Allies in Aging and City of Billings MET Transit ("Recipient") is for the provision of services for persons 60 years of age or older and their spouses through the following programs: Senior non-emergency medical related transportation. The intent of this agreement is to ensure older adults in Yellowstone County have the resources to remain independent with the highest possible quality of life.

SECTION 1: GENERAL TERMS

1.1 This agreement is effective July 1, 2025, through June 30, 2026. Any renewal shall be at the mutual discretion of Allies in Aging and the Recipient.

1.2 In exchange for Recipient performing non-emergency medical related transportation for seniors, Allies in Aging shall disburse payments to Recipient in the amount and schedule specified herein.

1.3 This agreement governs the Yellowstone County Senior Mill Levy funding which comes to Allies in Aging and is distributed to senior service providers by Allies in Aging with approval by the County Commissioners. As such, these funds are available to match Federal funds or other grants.

1.4 The total allocation for this period shall be a maximum of $45,000.00.

1.5 Funds shall be used by Recipient to provide non-emergency medical related transportation services to adults 60 years of age and older in Yellowstone County during the Recipient's regularly scheduled operational hours as time and space permits in provision of Recipient's transit services. Recipient's use of the funds shall align and stay

aligned with Allies in Aging's mission to ensure older adults in Yellowstone County have the resources to remain independent with the highest possible quality of life.

1.6 Allies in Aging will pay Recipient $3.50 per ride for clients that are certified by Recipient to utilize MET Plus Paratransit Service; otherwise, the rate will be $15.30 per ride for non-Paratransit certified riders. Recipient will submit a monthly invoice by the 5th of the month for the previous month's services rendered and shall include each client's name, ride rate, date of ride, and trip location information. Allies in Aging will pay the invoice within 30 days of receiving the invoice.

1.7 In provision of referrals of individuals to Recipient for referenced services, Allies in Aging shall fully comply with all applicable federal, state, and local laws, rules, regulations, and executive orders concerning the prohibition of discrimination.

1.8 Payments are conditioned upon Allies in Aging receiving the expected level of Yellowstone County Senior Mill Levy funding. If such funding falls short of the commitments specified herein, Allies in Aging shall notify Recipient within (5) business days. If partial funding is received, the contract will be provided up to the funds Allies in Aging designates as available for the agreement.

1.9 This agreement may be modified only by a written amendment signed by an authorized representative of both parties and attached to the original of this contract.

1.10 The Recipient shall indemnify, defend and save Allies in Aging, its officers, agents and staff harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of Recipient or its officers, agents or staff.

Not indemnify, defend, save and hold Allies in Aging harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees, expert fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of Allies in Aging occurring during the course of or as a result of the performance of the Agreement.

Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent act of both Allies in Aging and Recipient, Recipient shall indemnify, defend, save, and hold Allies in Aging harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees, expert fees and costs, which result from Recipient's wrongful, reckless or negligent acts occurring as a result from Recipient's performance pursuant to this Agreement.

Allies in Aging shall indemnify, defend and save the Recipient, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless, or negligent act on the part of Allies in Aging or its agents or employees.

Not indemnify, defend, save and hold the Recipient harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of Recipient occurring during the course of or as a result of the performance of the Agreement.

Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent act of both the Recipient and the Allies in Aging, the

Allies in Aging shall indemnify, defend, save, and hold the Recipient harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from Allies in Aging or its officers, agents or staff's wrongful, reckless or negligent acts occurring as a result from the Allies in Aging's performance pursuant to this Agreement.

1.11 Allies in Aging and the Recipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Allies in Aging, the City, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying agreement.

1.12 Either party, without cause, may terminate this agreement by written notice sixty (60) days in advance. If no mill levy funding is received by Allies in Aging, this contract immediately terminates. In the event this agreement terminates, the Recipient will be paid for the services rendered thru the date of termination per the specified rates.

1.13 The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The parties shall not perform

any act, fail to perform any act, or refuse to comply with any Recipient requests which would cause the City to be in violation of the FTA terms and conditions.

SECTION 2: REPORTS AND RECORDS

2.1 Allies in Aging and the Recipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the agreement, including, but not limited to, data, documents, reports, statistics, and supporting materials related to those records.

2.2 Allies in Aging and the Recipient agree to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

2.3 Allies in Aging agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Allies in Aging also agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Allies in Aging agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2.4 All financial and supporting documents regarding the use of these funds shall be made mutually available to Allies in Aging and the Recipient upon request. The financial and supporting documents must be made available in a timely manner.

2.5 Any written materials the Recipient produces for promotion of the non-emergency medical related services funded by this agreement, shall specifically include Allies in Aging.

SECTION 3: REPRESENTATIVE

3.1 The Allies in Aging representative shall be Allies in Aging CEO or their representative. Recipient shall designate a qualified representative.

This Agreement is hereby signed and entered into by both parties:

Allies in Aging CEO — Date 6/27/25

City of Billings — Date

City Council Regular

Date:	09/22/2025
Title:	Airport Property Acquisition
Presented by:	Jeff Roach
Department:	Airport
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve the acquisition of 123.52 acres of vacant property for the airport.

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

The Billings Logan International Airport (BIL) was approached by David Moreledge, representing Dr. Morledge Family, LLC, with an offer to sell 123.52 acres of vacant property bordering the airport's northern property line (C.O.S. 2795 Parcel D). This property is near the north end of the newly extended Runway 7-25. This property acquisition is important to the airport for the protection of airspace around the airport, protection from encroachment of non-compatible land use, and a portion of the property would be available for future aeronautical development. Increasing the buffer distance around the airport from residential and other noncompatible land uses will make the airport a better neighbor. In addition, the developable land near the airport's runway and taxiway infrastructure will improve the revenue-generating potential of the airport.

To meet the FAA eligibility requirement for reimbursement for land acquisition, a property appraisal and a second review appraisal were completed. The appraised value of the property is $1,145,000. After lengthy negotiations, a purchase price of $1,500,000 was agreed upon by the Dr. Morledge Family, LLC.

ALTERNATIVES

City Council may:

- Approve the acquisition of 123.52 acres of property for the protection of the airport's airspace and future development opportunities; or,
- Not Approve the airport property acquisition.

FISCAL EFFECTS

The cost of the property acquisition is $1,500,000. Sufficient local funds are available for this property acquisition, and the airport will seek reimbursement from the FAA for up to 95% of the appraised value of the property.

Attachments

Buy Sell Agreement

BUY-SELL AGREEMENT (Land)
(Including Earnest Money Receipt)

This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

Date: 9/15/2025

City Of Billings

as ☐ joint tenants with rights of survivorship, ☐ tenants in common, ☐ individually, ☒ other _____ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the following described real property (hereafter the "Property") commonly known as _____

123.52 Acres of rural land north of the Airport

in the City of Billings, County of Yellowstone, Montana, legally described as:

C.O.S. 3795 Parcel D in Yellowstone County
S30, T01 N, R26 E, C.O.S. 3795, PARCEL R, (22)

TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except: _____.

PERSONAL PROPERTY: The following items of personal property, free of liens and without warranty of condition, are included and shall transfer to the Buyer at Closing: _____.

Buyer acknowledges that only the personal property set forth above is to transfer to the Buyer at Closing regardless of any other advertisements or information to the contrary.

PURCHASE PRICE AND TERMS:

$ 1,500,000.00 Purchase Price: One Million Five Hundred Thousand (U.S. Dollars)

$ _____ Earnest Money (credited to Buyer at closing)

$ 1,500,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows (check one):

☒ All cash at closing (no financing contingency);
Certification of cash funds provided ☐ with offer **OR** ☐ delivered by Buyer within _____ days of the date all parties have signed this Agreement.

☐ Additional cash down payment at closing in the minimum amount of:
☐ $_____ **OR** ☐ _____% of the Purchase Price

Balance to be financed as indicated below:
☐ Conventional ☐Other Financing ☐ Seller Financing ☐ Assumption ☐ Home Equity
☐ Other

_____

_____

_____

_____

_____

_____

_____

Pre-approval letter from financial institution provided ☐ with offer **OR** ☐ delivered by Buyer within _____ days of the date all parties have signed this Agreement.

CLOSING DATE: The date of closing shall be (date) 12/31/2025 (the "Closing Date"). The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not more than 0 days to accommodate delays attributable solely to such third-party financing. If the Closing Date,

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or any extension of the Closing Date, falls on a Saturday, Sunday, or Montana or federal holiday, it shall automatically be extended to the first day immediately following that is not a Saturday, Sunday, or Montana or federal holiday.

POSSESSION: Seller shall deliver to Buyer possession of the Property and allow occupancy:
☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**
☒ upon recording of the deed or notice of purchaser's interest, **OR**
☐_____.

Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s), and Homeowner's Association facilities, if applicable.

EARNEST MONEY: *(check one)*
☐ Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by check, cash, or wire transfer.

Broker/Salesperson:_____ _____
(name printed) *(signature acknowledging receipt of earnest money)*

OR

☐ Buyer agrees to provide earnest money in the amount as set forth herein within_____ days, by 5:00 p.m. (Mountain Time), of the date all parties have signed this Agreement. If the date the earnest money is due falls on a Saturday, Sunday or Montana or federal holiday, it shall be paid on the first day immediately following the due date that is not a Saturday, Sunday, Montana or federal holiday.

Earnest money may be made by check, cash or wire transfer and shall be held in trust by Seller's choice _____. If Buyer fails to provide earnest money as set forth herein, buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited. The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are consideration for services rendered.

FINANCING CONDITIONS AND OBLIGATIONS:

BUYER'S REPRESENTATION OF FUNDS: Buyer represents that they have sufficient funds for the down payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any contingent source of such funds unless otherwise expressly set forth herein.

LOAN APPLICATION: If Buyer fails to make written application for financing with a lender which shall include providing a fully executed copy of this Agreement to the lender and pay to the lender any required fees, apply for assumption of an existing loan or contract, or initiate any action required for completion of seller financing by 5:00 pm (Mountain Time) (date) _____
Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

CONTINGENCIES: The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on the date specified for each contingency, the party requesting that contingency has notified the other party or the other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the other party on or before the release date that a contingency is not released, waived or satisfied, this transaction is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

FINANCING CONTINGENCY:
☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this Agreement is terminated and the earnest money will be refunded to the Buyer.

APPRAISAL CONTINGENCY:

☐ Property must appraise for at least ☐ the Purchase Price **OR** at least ☐ $ _____. If the Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**

☐ This Agreement is contingent upon the Property appraising for at least ☐ the Purchase Price **OR** at least ☐ $ _____. Release Date: _____ at 5:00 p.m. (Mountain Time).

TITLE CONTINGENCY: This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of the preliminary title commitment (the "Commitment") issued for the Property. However, Buyer may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). Release Date: 45 days from the earlier of Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.

Buyer may approve the Commitment subject to the removal of specified exceptions. If Buyer provides Seller written objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt of those objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied within a time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's objection to the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall have three (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i) terminate this Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said objections in which case this Agreement shall remain in full force and effect. The two remedies stated above shall be Buyer's sole remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.

Buyer shall have the right to examine any updated or revised Commitment at any time after the expiration of the Release Date set forth above and to object to any new title exceptions created or suffered since the effective date of the original Commitment. If Buyer notifies Seller of any such additional objections prior to the Closing Date, the parties shall have the same rights set forth above and the Closing Date shall be extended by the number of days equal to the number of days set forth after the Release Date, above, plus thirteen (13).

PROPERTY INVESTIGATION: This offer is contingent upon Buyer's independent investigation of the following conditions relating to the Property, including but not limited to; covenants, zoning, access, easements, well depths, septic and sanitation restrictions, surveys or other means of establishing the corners and boundaries, special improvement districts, restrictions affecting use, special building requirements, future assessments, utility hook up and installation costs, environmental hazards, airport affected area, road maintenance obligations or anything else Buyer deems appropriate. Buyer agrees that any investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the Property, without the prior written consent of Seller. Further, Buyer agrees to return the Property to its original condition and to indemnify Seller from any damage or destruction to the Property caused by the Buyer's investigations or inspections, if Buyer does not purchase the Property.

Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before (Notice Date) 12/31/2025 at 5:00 p.m. (Mountain Time), this inspection contingency shall be of no further force or effect. **If Buyer disapproves** of the Property condition, Buyer shall deliver written notice to the Seller or the Seller's Broker/Salesperson on or before the date specified above, together with a copy of ONLY that portion of the inspection or report upon which the disapproval is based. Buyer shall also state whether Buyer elects to immediately terminate the Agreement or negotiate a resolution of the conditions noted. **If Buyer elects to negotiate** a resolution of the conditions noted, the notice must contain all of Buyer's objections and requested remedies.

On or before the Notice Date set forth above, Buyer may deliver a written notice to the Seller or the Seller's Broker/Salesperson electing to terminate the Agreement and withdrawing any prior notice or notices requesting a resolution of the condition(s) noted, notwithstanding that Buyer may have previously delivered a notice or notices electing to negotiate a resolution of the condition(s) noted, unless said prior notice(s) have been approved and agreed to in writing by the Seller.

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If Buyer has provided and not withdrawn a notice electing to negotiate and the parties enter into a written agreement in satisfaction of the condition(s) noted, this contingency shall be of no further force or effect. If the parties cannot come to written agreement in satisfaction of the condition(s) noted or if the Buyer does not withdraw, in writing, his/her disapproval of the condition(s) noted and elect to continue to closing without regard to any and all previously provided inspection notices, on or before (Resolution Date) 12/15/2025 at 5:00 p.m. (Mountain Time), the earnest money shall be returned to the Buyer, and the Agreement then terminated.

This offer is contingent upon

The City Council of Billings approving the purchase of the property.

Release Date: 12/15/2025 at 5:00 p.m. (Mountain Time).

This offer is contingent upon

_____

_____

_____

_____

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

ADDITIONAL PROVISIONS:

_____

_____

_____

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_____

_____

_____

CONVEYANCE: The Seller shall convey the real property by Warranty deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by Buyer. The Seller shall convey the personal property by Bill of Sale.

WATER: All water, including surface water or ground water, any legal entitlement to water, including statements of claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches, ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the Property, except: _____

_____.

Filing or transfer fees will be paid by ☐ Seller, ☒ Buyer, **OR** ☐ split equally between Buyer and Seller.

Documents for transfer will be prepared by _____

_____.

WATER RIGHT OWNERSHIP UPDATE DISCLOSURE: By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE: Buyers of property in the State of Montana should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and other water bodies. It is the general policy of the State of Montana, under the Montana Natural Streambed and Land Preservation

Act of 1975, that natural water bodies and the lands immediately adjacent to them are to be protected and preserved to be available in their natural or existing state, and to prohibit unauthorized projects related thereto. Property owners should consult their local conservation district, a land use professional, or other qualified advisor, regarding any applicable local, state or federal regulations, including permitting or other approvals, before working in or around any streams, rivers, wetlands, floodplains or other water bodies, including vegetation removal.

FLUCTUATING WATER LEVELS: Buyers of waterfront property or property which has waterfront access should be aware that fluctuating water levels may occasionally or permanently affect the ability to recreate, irrigate, or engage in other uses of said water. Water provided to the Property by a well, spring, or other surface or subsurface water source, may also fluctuate as to the quantity or quality of the water which may occasionally or permanently affect the ability to irrigate or engage in other uses of said water.

FLOOD PLAIN DISCLOSURE: Property flooding can occur any time of year from both surface water as well as groundwater (water rising up through the ground). Buyer's hazard insurance policy usually will NOT cover property damage due to this type of flooding. If Property is determined to lie within a FEMA-designated 1% Flood Hazard Area and the Buyer is obtaining a loan, Buyer's lender will likely require the purchase of flood insurance in connection with Buyer's purchase of the Property. The Property could be impacted, learn more at FEMA.gov

MINERAL RIGHTS: "Mineral rights" as defined in this Agreement (which may be different than the definition under Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property. These mineral rights may be separate from the rights a property owner has for the surface of a property. In some cases, these mineral rights have been transferred to a party other than the property owner and as a result the subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights have been severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property have conducted an inspection or analysis of the mineral rights to and for the Property.

CLOSING FEE: The fee charged by the individual or company closing the transaction will be paid by ☒ Seller ☐ Buyer ☐ Equally Shared.

TITLE INSURANCE: Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.

CONDITION OF TITLE: All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary title commitment approved by the Buyer.

SECTION 1031 LIKE-KIND EXCHANGE: If either Buyer or Seller intends for this transaction to be part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability" section below.

SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS: All Special Improvement Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association, including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

PRORATION OF TAXES AND ASSESSMENTS: Seller and Buyer agree to prorate taxes, Special Improvement District and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, as of the date of closing unless otherwise agreed.

CONDITION OF PROPERTY: Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller agrees to leave the Property free and clear of Seller's personal property and possessions, tenants, and occupants, except as otherwise agreed to in the Agreement. Seller also agrees to allow Buyer a walk-through inspection of said Property prior to closing to confirm that all appurtenances and personal property included in the sale remain on the Property and that there has been no significant change in the condition of the Property, except for normal wear and tear and changes agreed upon by the parties.

NOXIOUS WEEDS DISCLOSURE: Buyers of property in the state of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Board.

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

BUYER'S REMEDIES: (A) If a Seller fails to accept the offer contained in this Agreement within the time period provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.
(B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:
(1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
(2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
(3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

SELLER'S REMEDIES:
If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Seller may:
(1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller under this Agreement shall be terminated; **OR**
(2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **OR**
(3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

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

FOREIGN PERSON OR ENTITY: The Foreign Investor Real Property Tax Act of 1980 ("FIRPTA") provides for the withholding of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually the sales price) does not exceed $300,000 and the Buyer intends to use the Property as a residence. If the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal Revenue Service unless the transfer of the Property satisfies an exception provided for in FIRPTA. At or prior to Closing, Seller agrees to perform any act and sign any document that is reasonably necessary to comply with FIRPTA including a Statement of Non-Foreign Status. Seller acknowledges and agrees that in the event Seller does not do so, Buyer or the closing agent may be required to withhold the applicable tax from the proceeds of sale at Closing and submit this amount to the Internal Revenue Service, pursuant to FIRPTA.

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This form presented by Todd Sherman | Coldwell Banker Commercial CBS | |
todd@cbcmontana.com
Lone Wolf

AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT: The Agricultural Foreign Investment Disclosure Act of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.

CONSENT TO DISCLOSE INFORMATION: Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents concerning this Property or underlying obligations pertaining thereto.

WIRE FRAUD ALERT: Criminals are hacking email accounts of title companies, real estate agents, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should **NOT** send personal information such as social security numbers, bank account numbers and credit card numbers through email.

ACCURACY OF THIRD-PARTY INFORMATION: Buyer is encouraged to do Buyer's own research and due diligence concerning the Property and to not rely solely on information contained in any advertisements, descriptions, photos, or information provided by a Multiple Listing Service. Buyer acknowledges and agrees that any information prepared by third parties with respect to the Property and provided to the Buyers was obtained from a variety of sources and that neither Seller nor any Brokers/Salesperson representing Seller or Buyer have made any independent investigation or verification of such information. Buyer further acknowledges that while such information provided to Buyer is believed to be from sources deemed reliable, some sources may have conflicting or incorrect information.

RISK OF LOSS: All loss or damage to any of the above-described real property or personal property from any cause is assumed by Seller through the time of closing unless otherwise specified.

TIME IS OF THE ESSENCE: Time is of the essence as to the terms and provisions of this Agreement.

BINDING EFFECT AND NON-ASSIGNABILITY: This Agreement is binding upon the heirs, successors and assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express written consent.

ATTORNEY FEES: In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine just.

COMPENSATION: The Seller's and/or Buyer's commitment to pay compensation in connection with the transaction anticipated by this Agreement is an integral part of this Agreement. Seller and Buyer acknowledge that the agent(s) representing the Seller and/or Buyer are entitled to the compensation as previously agreed to in any written agreement(s) with the Seller and/or Buyer, and any addendums or amendments to this Agreement, and that the agent(s) representing the Seller and/or Buyer shall be entitled to deliver a copy of said agreement(s) to the individual or company closing the transaction for payment at closing. If Seller is obligated to pay the agent(s) representing the Seller and/or Buyer, this Agreement shall constitute an irrevocable assignment of the proceeds payable to Seller at closing. If Buyer is obligated to pay the agent(s) representing the Seller and/or Buyer, payment of said compensation shall be collected from Buyer as a condition of closing. Buyer and Seller acknowledge and agree that any compensation payable is fully negotiable and not set by Montana law, any board or association of REALTORS®, or any multiple listing service.

FAX/COUNTERPARTS/ELECTRONIC SIGNATURES: This Agreement may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature transmitted by fax or other electronic means will be enforceable against any party who executes the Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act.

ENTIRE AGREEMENT: This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.

EARNEST MONEY DISPUTES: Buyer and Seller agree that, in the event of any controversy regarding the earnest money and things of value held by the Broker, closing agent, or any person or entity holding such money or property, unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the cost and fees required for filing such action.

ADDENDA AND/OR DISCLOSURES ATTACHED: (check all that apply):

☐ Contingency for Sale of Buyer's Property ☐ Back-up Offer
☐ Addendum for Additional Provisions ☐ Seller Compensation Addendum
☐ Water Rights Acknowledgement
☐ _____
☐ _____

RELATIONSHIP CONFIRMATION: The parties to this Agreement confirm that the real estate licensees identified hereafter have been involved in the capacities indicated below and the parties have previously received the required statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:

George Warmer (name of licensee) of Coldwell Banker Commercial CBS (name of brokerage company)

_____ (licensee's Montana license number)
3135 Meadow View Drive Billings MT 59102 (brokerage company address)

george@cbcmontana.com (licensee email address)
4066562001 (brokerage company phone number)

_____ (licensee phone number)

is acting as ☒ Seller's Agent ☐ Dual Agent ☐ Statutory Broker

Todd Sherman (name of licensee) of Coldwell Banker Commercial CBS (name of brokerage company)

RRE-RBS-LIC-5453 (licensee's Montana license number)
3135 Meadow View drive Billings MT 59102 (brokerage company address)

todd@cbcmontana.com (licensee email address)
4066562001 (brokerage company phone number)

4065708961 (licensee phone number)

is acting as ☒ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker
☐ Seller's Agent (includes Seller's Sub-Agent)

☐ Buyer is not represented by a real estate agent and acknowledges and agrees that Buyer is NOT represented by the licensee(s) identified above.

☐ Seller is not represented by a real estate agent and acknowledges and agrees that Seller is NOT represented by the licensee(s) identified above.

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_____ / _____ Buyer's Initials

_____ / _____ Seller's Initials

BUYER'S ACKNOWLEDGMENT: Buyer acknowledges that prior verbal representations by the Seller or Seller's representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she has examined the subject real and personal property and represents that Buyer ☒ has **OR** ☐ has not physically visited the Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon his/her independent investigation and judgments and has read and understood this entire Agreement.

BUYER'S COMMITMENT: I/We agree to purchase the above-described Property on the terms and conditions set forth in the above offer and grant to said Broker/Salesperson until (date) _____, at _____ ☐ am ☐ pm (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s).

_____ Date: _____, at _____☐am ☐pm (Mountain Time)
Buyer's Signature

Name Printed: William A. Cole-Mayor for the City of Billings

Address: 316 N 26th St Billings State: MT Zip: 59101

_____ Date: _____, at _____☐am ☐pm (Mountain Time)
Buyer's Signature

Name Printed: _____

Address (*if different*): _____ State: _____ Zip: _____

SELLER'S COMMITMENT:
I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.

_____ Date: _____, at _____☐am ☐pm (Mountain Time)
Seller's Signature

Name Printed: _____

Address: _____ State: _____ Zip: _____

_____ Date: _____, at _____☐am ☐pm (Mountain Time)
Seller's Signature

Name Printed: DR Morledge Family LLC c/o David E Morledge

Address (*if different*): 1365 E Comiche CT Boise State: ID Zip: 83607

☐ Modified per the attached Counter Offer:

_____/_____ _____/_____
Seller's Initials Date Seller's Initials Date

☐ Rejection of this offer by Seller (no counter offer is being made):

_____/_____ _____/_____
Seller's Initials Date Seller's Initials Date

NOTE: Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holiday.

City Council Regular

Date:	09/22/2025
Title:	Acceptance of Temporary Access and Use Easement Agreement with Yellowstone County for Duck Creek Bridge Repair
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council accept the temporary access and use easement agreement with Yellowstone County for the County to use the City-owned Duck Creek property to store equipment and material to repair Duck Creek Bridge.

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

Yellowstone County is repairing Duck Creek Bridge, which crosses the Yellowstone River. The City owns a parcel of land adjacent to Duck Creek Bridge for a future water intake. Yellowstone County is requesting to use the land to store equipment and materials during the repair work. The agreement states that the County will defend and indemnify the City for any claims made against the City for the County's use of the land and will return the land to the same condition prior to the County's use of the land. The County anticipates beginning work in September 2025 and completing the work in late spring 2026.

ALTERNATIVES

City Council may:

- Approve the temporary access and use easement agreement with the County to use the property to store materials and equipment; or,
- Not approve the agreement. If not approved, the County will need to pursue a different location to store materials and equipment which could delay the bridge repair.

FISCAL EFFECTS

The County will pay the City $2,500 for use of this temporary easement. This is consistent with the standard practice of 10% of the value of the land for a temporary easement. The property was purchased in 2021 for $11,250/AC. The County has requested use of 1.54 AC. 10% of land value results in $1,733. Considering inflation since 2021 and adjacent property values, the County and City agreed to a fee of $2,500. Any restoration costs due to damage to the land will be paid by the County.

Attachments

Easement Agreement
Exhibit A
Exhibit B

TEMPORARY ACCESS AND USE EASEMENT AGREEMENT

This Temporary Access and Use Easement Agreement ("Agreement") is made this ____ day of September, 2025, between the **CITY OF BILLINGS,** ("Grantor"), a municipal corporation organized under the laws of the state of Montana, and **YELLOWSTONE COUNTY** ("Grantee"), a political subdivision of the state of Montana.

RECITALS

The Grantee manages Duck Creek Bridge ("Bridge") that crosses the Yellowstone River located in Yellowstone County, Montana.

The Grantee needs to perform repairs on the Bridge and needs land to store equipment and materials to repair the Bridge.

The Grantor owns real property at 4104 Duck Creek Road, located near the Bridge in Yellowstone County, Montana, more particularly described below and depicted in Exhibits A and B attached hereto and incorporated by reference:

> Tract 2B of Amended Certificate of Survey No. 3505, recorded as Document No. 3643531 at the Yellowstone County Clerk and Recorder's Office, Billings, Yellowstone County, Montana.

The foregoing parcel shall be referred to as the "City Parcel".

The Grantee desires to use 1.54 acres of the southwestern-most part of the City Parcel to store equipment and materials to repair the Bridge.

The parties enter into this Agreement for the purpose of defining their respective rights and duties under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1. GRANT OF EASEMENT. Grantor does hereby grant to the Grantee a temporary, non-exclusive easement over the City Parcel more particularly described above and as depicted in Exhibit A.

Grantor covenants and agrees with Grantee that Grantor is lawfully seized and possessed of the above-described City Parcel and Grantor has a good and lawful right to convey it, or any part thereof.

2. PURPOSE OF EASEMENT. The easement is granted solely for the purpose of storing equipment and materials necessary to repair the Duck Creek Bridge ("Bridge") located near the City Parcel, together with the right of free ingress and egress over and across said property for the above stated purpose subject to the conditions provided below.

3. GRANTOR'S RIGHT OF ACCESS. The Grantor retains the right to use the City Parcel, provided such use does not unreasonably interfere with the Grantee's temporary use under this Agreement.

4. CONDITIONS. In addition, the Grantee, its successors, assigns, agents, contractors, and employees agree to the following:

   a. DAMAGE TO REAL PROPERTY: Grantee shall exercise care to avoid damaging the property in any manner not consistent with the uses for which this agreement is made. If additional damage does occur it shall be the responsibility of the Grantee, its successors, agents, contractors, and employees to replace and/or restore the area to its original state.

b. COOPERATION WITH GRANTOR: Grantee shall at all times cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.

c. CLEANUP AND RESTORATION: Upon completion of its work and at its sole cost and expense, Grantee shall restore the City Parcel disturbed by Grantee's activities to as near the condition it existed immediately prior to the commencement of Grantee's activities. Restoration shall include but is not limited to cleaning and clearing all occupied ground of all rubbish, excess material, temporary structures and equipment and shall be completed as set forth in Exhibit B attached hereto and incorporated by reference.

   All restoration work must be completed within thirty (30) days of the completion of Grantee's repairs of the Bridge, unless otherwise agreed upon in writing by both parties.

d. ENVIRONMENTAL COMPLIANCE: Grantee shall comply with all applicable federal, state, and local environmental laws and regulations in the conduct of its activities under this Agreement.

e. INDEMNIFICATION: Grantee agrees to indemnify, defend and hold harmless Grantor from any and all claims, costs, expenses, obligations, demands, causes of actions, liabilities, litigation costs and reasonable attorneys fees, which are asserted against or incurred by Grantor arising from the negligent or intentional acts or omissions of Grantee or its agents, employees, contractors or subcontractors occurring during the Grantee's use of this easement.

f. LIABILITY INSURANCE: Grantee shall obtain Commercial General Liability insurance in at least the amount of $1.5 million each occurrence naming Grantor as a primary, non-contributory insured and shall provide written evidence through a Certificate of Insurance that such insurance has been secured covering the period of time in which this easement is in effect and used by Grantee.

g. DURATION: This Agreement shall commence on the date this Agreement is executed and shall terminate automatically upon the earlier of July 31, 2026, or the completion of the Grantee's repairs to the Bridge and the restoration of the City Parcel as required by this Agreement. Grantor may terminate this Agreement upon written notice in the event of any material breach by Grantee that remains uncured after fifteen (15) days' written notice.

   Upon termination, all rights granted to Grantee under this Agreement shall cease and the easement shall be of no further force or effect.

h. FEE. As valuable consideration for the temporary use of the easement described herein, Grantee shall pay Grantor a lump sum fee of $2,500, which shall cover the entire duration of this Agreement as set forth in Article 4(g). Payment shall be made within thirty (30) days of the effective date of this Agreement, unless otherwise agreed in writing by the Parties.

5. NOTICES. Any notice, consent, approval, waiver, or election that any party shall be required or permitted to make or give under this Agreement shall be in writing and shall be hand delivered, sent by First Class United States Mail, postage prepaid, or sent by email if accompanied by confirmation of receipt, with the original sent by First Class United States Mail, postage prepaid, to the respective parties at the addresses listed below:

To the City:	City of Billings c/o Public Works Director P.O. Box 1178 Billings, MT 59103
Email:	melingd@billingsmt.gov
Phone:	406-657-3097

With a copy to (but which shall not constitute notice to the City)

	City of Billings c/o City Attorney P.O. Box 1178 Billings, MT 59103
Email:	dahlg@billingsmt.gov
Phone:	406-657-8205

To The County:	Yellowstone County Public Works Director Monica Plecker 316 N. 26th St. Billings, MT 59102
Email: Phone:	mplecker@yellowstonecountymt.gov 406 256-6812

6. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, concerning the subject matter hereof.

7. BINDING EFFECT. The rights, conditions, and provisions of this easement and conditions stated above shall inure solely to the benefit of and be binding upon Grantee and its agents, employees, contractors and subcontractors only, and cannot be assigned to successors in interest or any other person or entity without prior written approval of Grantor.

8. RECITALS. The Recitals stated above are incorporated into the parties' agreement herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of September, 2025.

YELLOWSTONE COUNTY

_____
Monica Plecker
Yellowstone County Public Works Director

STATE OF MONTANA)

County of Yellowstone)

This instrument was signed and acknowledged before me on this ____ day of September, 2025, by Monica Plecker, known to me to be the Public Works Director of Yellowstone County.

_____
Signature of Notary Public

CITY OF BILLINGS, MONTANA

_____
William A. Cole, Mayor

STATE OF MONTANA)

County of Yellowstone)

This instrument was signed and acknowledged before me on this ____ day of September, 2025, by William A. Cole, Mayor of the City of Billings.

_____
Signature of Notary Public

CERTIFICATE OF SURVEY 3505, AMENDED **(EXHIBIT A)**

BEING TRACT 2 OF CERTIFICATE OF SURVEY NO. 3505

SITUATED IN THE NW1/4 SECTION 3 AND THE NE1/4, SECTION 4, T.2S., R.25E., P.M.M., YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: THE CITY OF BILLINGS

PREPARED BY: THE CITY OF BILLINGS

SCALE: 1"=150' DATE: DECEMBER, 2020

RECORDER BEARINGS AND DISTANCES

(1) CERTIFICATE OF SURVEY No. 3067 DOC. No. 3118051

(2) CERTIFICATE OF SURVEY No. 3505 DOC. No. 3643531

150 0 150 300

FEET

N

W E

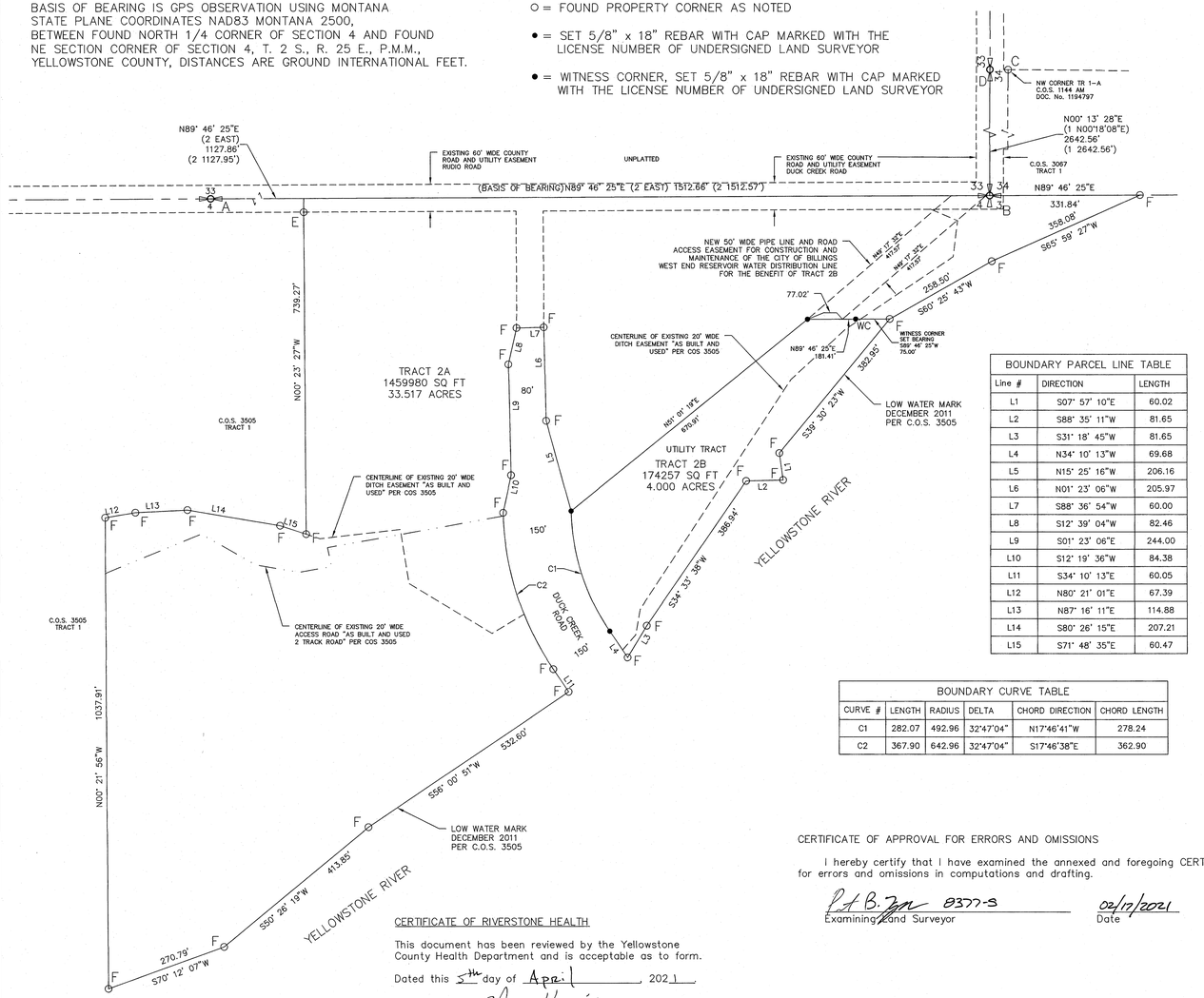
S

BASIS OF BEARING IS GPS OBSERVATION USING MONTANA STATE PLANE COORDINATES NAD83 MONTANA 2500, BETWEEN FOUND NORTH 1/4 CORNER OF SECTION 4 AND FOUND NE SECTION CORNER OF SECTION 4, T. 2 S., R. 25 E., P.M.M., YELLOWSTONE COUNTY, DISTANCES ARE GROUND INTERNATIONAL FEET.

O = FOUND PROPERTY CORNER AS NOTED

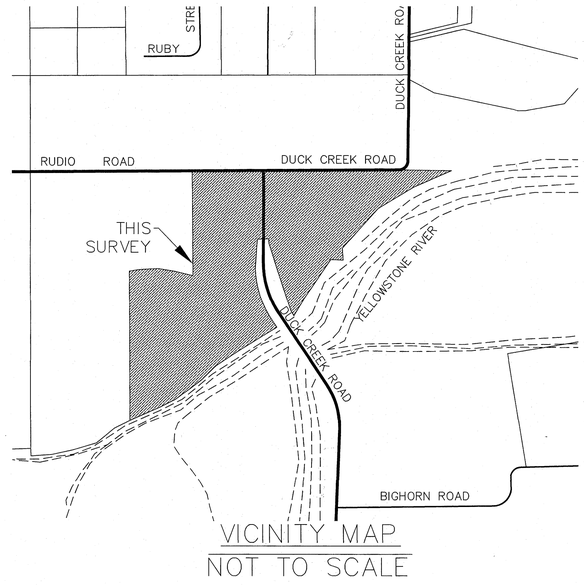
• = SET 5/8" x 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF UNDERSIGNED LAND SURVEYOR

• = WITNESS CORNER, SET 5/8" x 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF UNDERSIGNED LAND SURVEYOR



BOUNDARY PARCEL LINE TABLE		
Line #	DIRECTION	LENGTH
L1	S07° 57' 10"E	60.02
L2	S88° 35' 11"W	81.65
L3	S31° 18' 45"W	81.65
L4	N34° 10' 13"W	69.68
L5	N15° 25' 16"W	206.16
L6	N01° 23' 06"W	205.97
L7	S88° 36' 54"W	60.00
L8	S12° 39' 04"W	82.46
L9	S01° 23' 06"E	244.00
L10	S12° 19' 36"W	84.38
L11	S34° 10' 13"E	60.05
L12	N80° 21' 01"E	67.39
L13	N87° 16' 11"E	114.88
L14	S80° 26' 15"E	207.21
L15	S71° 48' 35"E	60.47

BOUNDARY CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	282.07	492.96	32°47'04"	N17°46'41"W	278.24
C2	367.90	642.96	32°47'04"	S17°46'38"E	362.90



VICINITY MAP

NOT TO SCALE

MONUMENT LEGEND

A FOUND SPIKE NAIL OR REBAR IN IRON PIPE 5"± BELOW ASPHALT SURFACE, BEING THE N1/4 CORNER OF SECTION 4, T. 2 S., R. 25 E.

B FOUND 5/8" REBAR PER CERTIFICATE OF SURVEY No. 3505 DOCUMENT No. 3643531

C FOUND 1" IRON PIPE

D FOUND 5/8" REBAR 4"± BELOW ASPHALT SURFACE, BEING THE W1/4 CORNER OF SECTION 34, T. 1 S., R. 25 E.

E FOUND 5/8" REBAR WITH T KELLY RPC, BEING THE 30.0' WITNESS CORNER TO THE MOST NORTH-NORTHWEST CORNER OF TRACT 2, CERTIFICATE OF SURVEY No. 3505, DOCUMENT No. 3643531, BEARING S00°23'27"E AND 30.26' OF TRUE CALCULATED CORNER

F NOTHING FOUND OR SET

CERTIFICATE OF OWNER AND DEDICATION

The undersigned hereby certifies that the purposes of this survey is to create TRACT 2B as a "utility site" for the purpose of construction of a water intake to provide water for the construction of the City of Billings west end water reservoir.

Therefore this plat is exempt from review as a subdivision pursuant to 76-3-201(1)(h) M.C.A., "is created for rights-of-way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter.

Further, this survey is exempt from review by the Department of Environmental Quality pursuant to 76-4-125(1)(a) "the exclusions cited in 76-3-201"

Further Tract 2A is also exempt from review by the Department of Environmental Quality pursuant to 76-4-103 MCA as Tract 2A is greater than 20 acres and does not meet the definition of a subdivision.

Said tracts to be known and designated as CERTIFICATE OF SURVEY 3505, AMENDED. The undersigned do hereby grant unto the City of Billings said Tract 2B and an easement for the benefit of Tract 2B for the purposes of construction and maintenance of the city of billings west end reservoir water distribution line. Therefore the undersigned does grant to the City of Billings and its successors said tract of land an easement to have and to hold forever.

By: _____ By: _____

GENE J. KLAMERT (Owner) RONNA J. KLAMERT (Owner)

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 1st day of February, 2021, before me the undersigned Notary Public for the State of Montana, personally appeared GENE J. KLAMERT and RONNA J. KLAMERT, known to me to be the persons whose names are subscribed to the within instrument, and known to me that they executed the same.

_____
Notary Public in and for the State of Montana

KELLY FRANK NOTARY PUBLIC for the State of Montana Residing at Billings, Montana My Commission Expires September 29, 2024

SEAL

CERTIFICATE OF RIVERSTONE HEALTH

This document has been reviewed by the Yellowstone County Health Department and is acceptable as to form.

Dated this 5th day of April, 2021

Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-207(3) M.C.A.

Date: 4/8/2021

Yellowstone County Treasurer

By: _____
Deputy

CERTIFICATE OF COUNTY ATTORNEY

STATE OF MONTANA)
: ss
County of Yellowstone)

This document has been reviewed by the County Attorney's office and is acceptable as to form.

Reviewed by: _____

DATE: 4-12-21

CERTIFICATE OF APPROVAL FOR ERRORS AND OMISSIONS

I hereby certify that I have examined the annexed and foregoing CERTIFICATE OF SURVEY 3505 AMENDED, for errors and omissions in computations and drafting.

_____ 8377-S 02/17/2021
Examining Land Surveyor Date

CERTIFICATE OF CITY COUNCIL APPROVAL AND ACCEPTANCE OF DEDICATION

STATE OF MONTANA)
: ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing plat known as CERTIFICATE OF SURVEY 3505 AMENDED, and hereby accept the dedication to public use as shown on this plat as being dedicated to such use

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this 26 day of March, 2021.

CITY OF BILLINGS, MONTANA

By: William A. Cole
Mayor

Attest: Denise B. Bohlman
City Clerk

CITY OF BILLINGS YELLOWSTONE COUNTY, MONTANA SEAL

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
: ss
County of Yellowstone)

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of December, 2020, a survey was performed under my supervision of a tract of land to be known as CERTIFICATE OF SURVEY 3505 AMENDED, situated in the NW1/4 of Section 3 and the NE1/4 of Section 4, T. 2 S., R. 25 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows:

Being Tract 2 of Certificate of Survey No. 3505, recorded October 25, 2012 and now on file in the office of the Yellowstone County Clerk & Recorder under Document No. 3643531.
Subject to all easements of record or apparent on the ground.

In conformance with Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with and as shown on this certificate of survey, that the monuments found and set are of the character and occupy the positions shown thereon and that the gross and net area of 37.517 acres, more or less.

CITY OF BILLINGS

By: _____
Timothy A Grant

Montana Registration No. 17513 LS

Date: 01/25/2021

MONTANA TIMOTHY A. GRANT No. 17513 LS LICENSED PROFESSIONAL LAND SURVEYOR

RELATED DOCUMENTS:

Warranty Deed Document No. ~~3376~~ 3969196

COUNTY OF YELLOWSTONE

CSA 3969195
04/22/2021 10:09 AM Pages: 1 of 1 Fees: 28.00
Jeff Martin Clerk & Recorder, Yellowstone MT

EXHIBIT B

Duck Creek Road Bridge Scour Mitigation

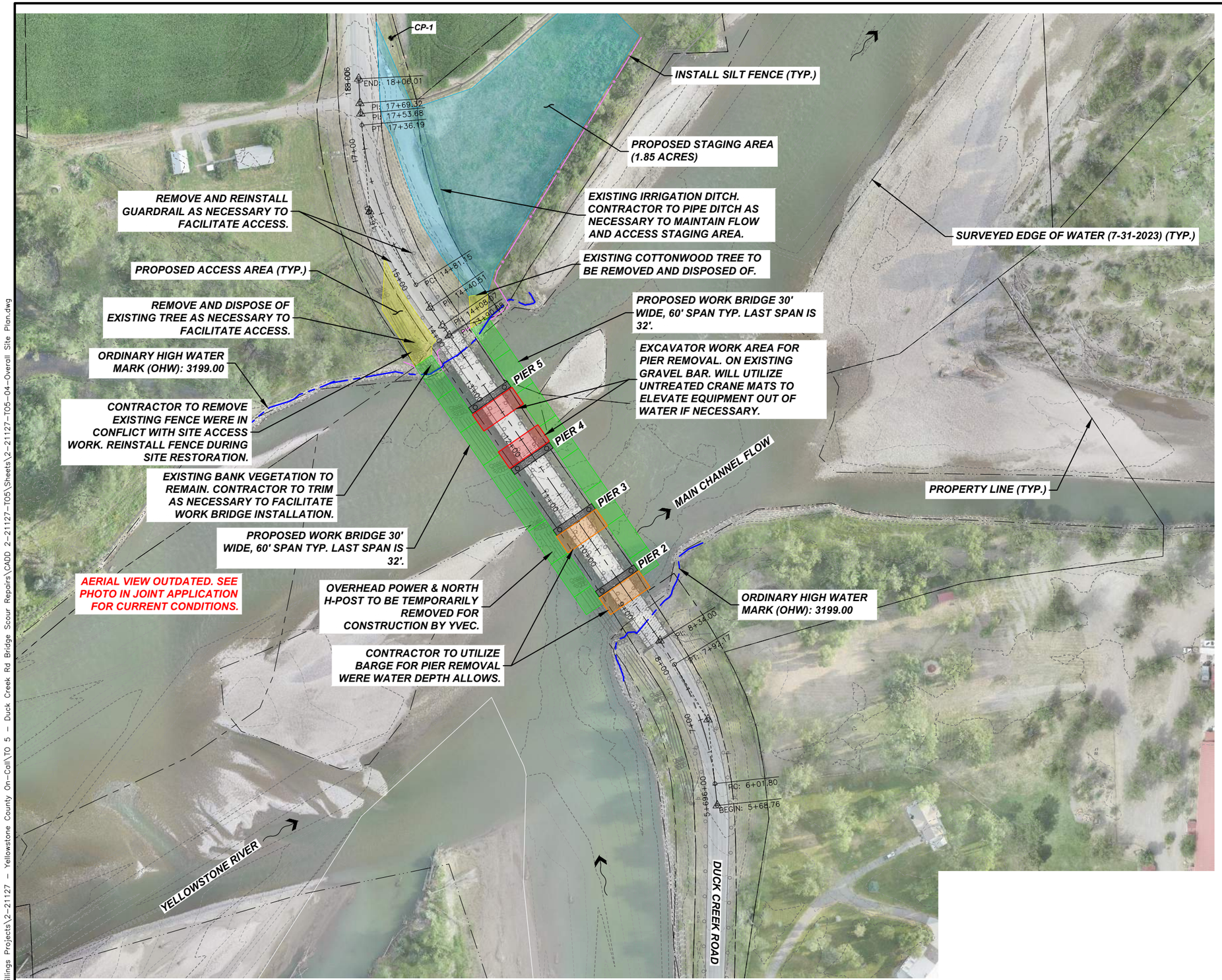
Site Restoration Narrative

Site Restoration is an important part of this project. Site Restoration is the replacement or reconstruction of site improvements to rights-of-way, easements, public property, and private property that are affected or altered by construction operations, with improvements restored to a condition that is equal to, or better than, that which existed prior to construction operations. These Site Restoration items include but are not limited to: concrete surfaces, asphalt replacement, gravel restoration, guardrail and bridge rail replacement, topsoil replacement, seeding, rip rap replacement, and bank restoration. The general restoration approach for each access area shown on sheet 4 of the plans is described in further detail below.

Staging Area (blue hatch): The staging area will be delineated with silt fencing around the perimeter to limit unnecessary expansion of staging area outside of approved area. Vegetation will be mowed down and left in place to limit ground disturbance activities. It is anticipated the area used to temporarily store materials will be minimally impacted and able to regrow without further restoration. Areas with significant compaction from equipment and construction traffic will be scarified before placing 4” of topsoil and reseeding with a native seed mix (or mix designated by FWP/COB) following the requirements of MDT Standard Specification Section 610. The area consisting of gravel surfacing will be regraded to a smooth, uniform grade. Additional gravel surfacing material will be imported as necessary.

Access Area (yellow hatch): The access areas shown allow the contractor to access the work bridge and/or causeway for completion of the necessary work items. Topsoil will be removed in these areas and stockpiled for replacement following construction. Along the stream banks, a 6-oz nonwoven fabric will be used to separate the existing bank from necessary embankment material. This embankment material will be removed following construction along with the fabric and the banks reclaimed to match existing bank conditions. Trees/shrubs in conflict with the work bridge and site access will be trimmed down/back to allow placement of temporary access items. The intent is to leave as much of the vegetation in place as possible to re-establish itself following construction, and not fully remove the vegetation.

Work Bridge (green hatch): Work bridges will be constructed from the access area working out to the river, utilizing driven piles to support the temporary bridge. After construction is complete, the temporary bridge structure and piling will be completely removed. Holes from the piling will be backfilled on the banks to facilitate reclamation identified above. Piles removed from the river will naturally fill in.



OVERALL SITE PLAN & TEMPORARY ACCESS PLAN

0 75 150

SCALE IN FEET

PERMITTING PLANS

NO.	REVISION DESCRIPTION	BY	DATE

PROJECT: 2-21127-T05
DESIGNED: DW, BD
DRAWN: DW
CHECKED: KY-
APPROVED: BWD
DATE: AUGUST 14, 2025

DRAFT

GreatWest ENGINEERING
6780 TRADE CENTER AVENUE
BILLINGS, MT 59101
(406)656-3000

YELLOWSTONE COUNTY
DUCK CREEK ROAD BRIDGE SCOUR REPAIRS
OVERALL SITE PLAN & TEMPORARY ACCESS PLAN

SHEET NO.
4
OF 4

Y:\Shared\Billings Projects\2-21127 - Yellowstone County On-Call\TO 5 - Duck Creek Rd Bridge Scour Repairs\CADD 2-21127-T05\Sheets\2-21127-T05-04-Overall Site Plan.dwg

City Council Regular

Date:	09/22/2025
Title:	Acceptance of Perpetual Right-of-Way Easement from MBA Properties, LLC
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	NA

RECOMMENDATION

Staff recommends that City Council accept the Perpetual Right-of-Way Easement from MBA Properties, LLC.

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

Block 81 of the Billings Original Townsite is located between North 16th Street and North 17th Street and between 1st Avenue North and 2nd Avenue North. In 2000, the alley that ran north-to-south through the block was vacated. This block was the site of the Denny Menholt car lot in 2000. The site has since been cleared and a new owner, MBA Properties, LLC, has purchased the entire block with intentions of re-developing the property. MBA Properties, LLC. desires to aggregate the lots into 3 separate lots with a tire service shop being proposed on one of the lots. The sanitary sewer main in 2nd Avenue North is shallow and can only be extended by another main extension in order to obtain the necessary grades for gravity service to the lots. This requires that an easement be granted to the City to allow for maintenance of the short 108-foot section of sanitary sewer main. The easement is in the location of the former alley that was vacated. Attached is a copy of the proposed plat and the easement. Council is asked to accept the easement.

ALTERNATIVES

City Council may:

- Approve the easement; or,
- Not Approve the easement. If the easement is not approved, the developer will have to relocate the sanitary sewer in public right-of-way, make the sanitary sewer a private main, or provide multiple pumped services into the City sewer.

FISCAL EFFECTS

There is no cost to the City for acceptance of the easements.

Attachments

Proposed Plat
Easement

Amended Plat of LOTS 1–24, BLOCK 81, BILLINGS ORIGINAL TOWNSITE

PURPOSE: Expunging lot lines and Relocating remaining lot lines within a platted subdivision.

LOCATED IN THE SE 1/4 OF SECTION 33 TOWNSHIP 1 NORTH, RANGE 26 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

SURVEYED FOR: MBA Properties, llc

SURVEYED BY: EEC inc.

SURVEYED: MAY, 2025

TOTAL AREA OF SURVEY
2.066 ACRES

LEGEND

- ○ PROPERTY MONUMENT FOUND (as noted on vicinity map)
- ● PROPERTY CORNER SET – 5/8" X 18" REBAR WITH YELLOW PLASTIC CAP MARKED "EEC – 13100ES", OR AS NOTED.
- ◉ PROPERTY CORNER TO BE SET AFTER 2026 CONSTRUCTION SEASON

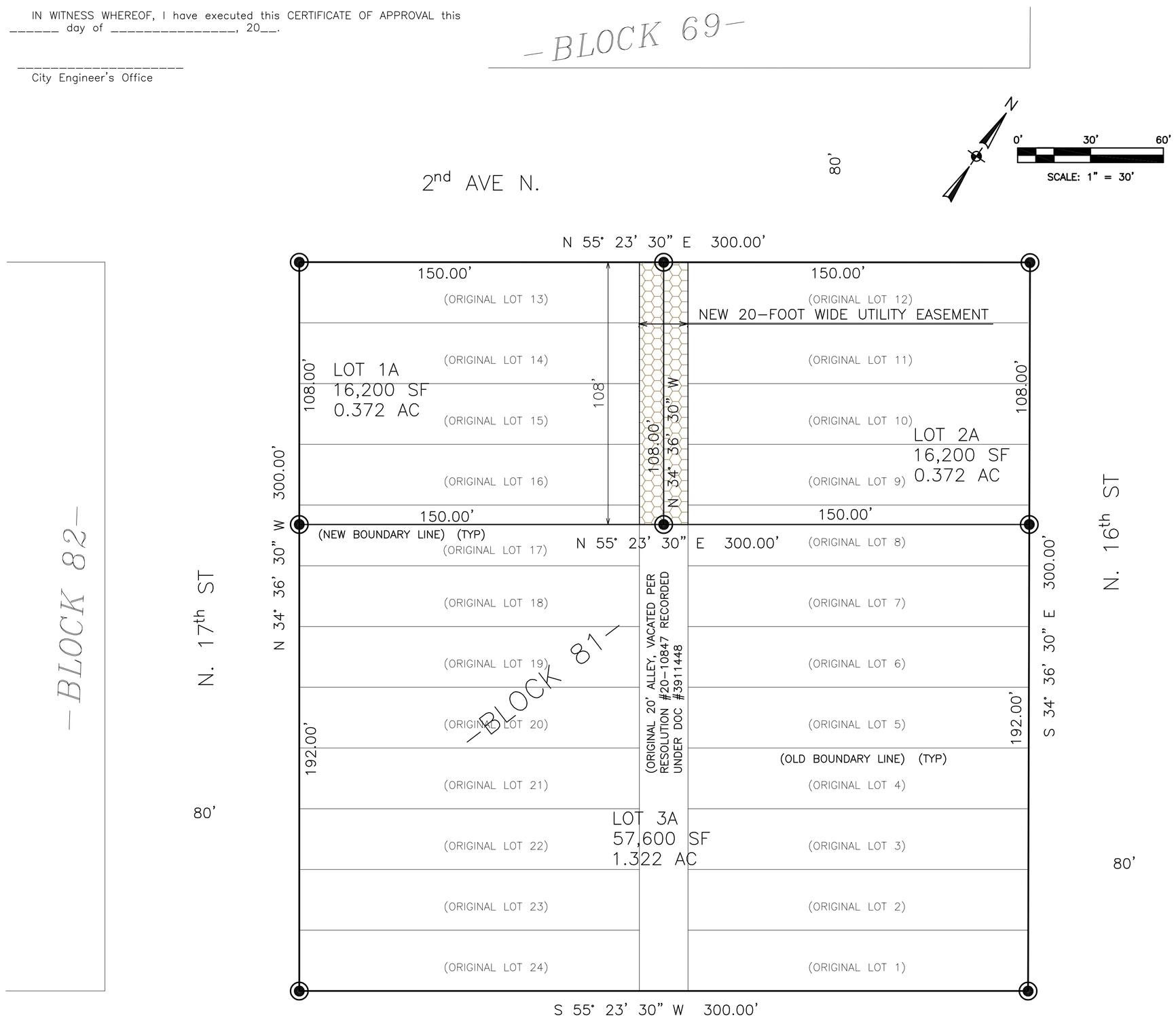
BASIS OF BEARING: The basis of bearing is the plat of the Original Town of Billings, as shot between the found SW block corner of Block 33 to the found SW block corner of Block 34. Platted distances were then used based on the NE block corner of Block 83.

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that the annexed and forgoing plat conforms with Section 76–4–125(d)(iii), M.C.A., for divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first–class or second–class municipalities for which the governing body certifies, pursuant to 76–4–127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____, 20__.

_____
City Engineer's Office



ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing amended plat for errors and omissions in computations and drafting.

Dated this _____ day of _____, 20___.

_____
Examining Land Surveyor

CERTIFICATE OF SURVEYOR AND PROPERTY DESCRIPTION

This is to certify that Scott Swanson, a Licensed Professional Engineer and Land Surveyor, Montana License No. 13100ES, performed a survey in April and May of 2025 within the Original Town of Billings, located in the SE 1/4 of Section 33, T 1 N. R 26 E. P.M.M. in the City of Billings, Yellowstone County, Montana, more particularly described as follows: Lots 1–24, Block 81, Original Town of Billings, as recorded under document 16312 in the office of the County Clerk and Recorder of Yellowstone County, Montana, containing an area of 90,000 square feet, which is equivalent to 2.066 acres. That the monuments found and set are of the character and occupy the position 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.

By: _____ Scott Swanson,
Licensed Professional Engineer and Land Surveyor; Montana
License No. 13100ES

CERTIFICATE OF RIVERSTONE HEALTH

This Certificate of Survey has been reviewed and approved by the Riverstone Health.

Dated this _____ day of _____, 20___.

_____
Health officer / Authorized representative
Yellowstone City/County Health Department

COUNTY TREASURER'S CERTIFICATION OF TAX PAYMENT

I hereby certify that all real property taxes and special assessments assessed and levied on the land above described are paid pursuant to MCA 76–3–207(3).

Dated this _____ day of _____, 20___.

_____
Yellowstone County Treasurer

OWNERS' CERTIFICATE, PURPOSE OF SURVEY AND CERTIFICATE OF EXEMPTION

The undersigned hereby certify that the purpose of this survey is to aggregate Lots 1–24, Block 81 of the plat of Town of Billings and relocate the interior lot lines. Five or fewer lots are being affected and no additional lots are being hereby created. Therefore this survey is exempt from review as a subdivision pursuant to Section 76–3–207(1)(d)&(f), MCA.

The area that is being removed from one tract of record and joined with another tract of record is not itself a tract of record. Said area shall not be available as a reference legal description in any subsequent real property transfer after the initial transfer associated with the amended plat on which said area is described, unless said area is included with or excluded from adjoining tracts of record.

Furthermore, this division of land is not subject to review by the Department of Environmental Quality pursuant to 76–4–125(1)(d)(iii), as certified pursuant to 76–4–127, that "notice of certification that adequate storm water drainage and adequate municipal facilities will be provided".

Owner of Lots 1–24, Block 81, Billings Original Townsite:

MBA Properties, LLC

By: _____(Signature)
Ryan Anderson

Title: _____

STATE OF MONTANA)
ss
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Ryan Anderson, known to me to be the _____ of MBA Properties, LLC, and acknowledged to me that said corporation executed the forgoing instrument.

_____
Notary Public for the State of Montana
Printed Name of Notary _____
Residing at _____
My Commission expires _____, 20__

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the Billings City Attorney's office and is acceptable as to form.

Dated this _____ day of _____, 20___.

Reviewed by: _____

FOUND MONUMENTS USED IN SURVEY

A	FND 1/2" PIPE
B	FND BALD REBAR
C	FND MAG NAIL
D	FND YPC "TREFTZ"
E	FND 1" SOLID PIPE
F	FND 1/2" REBAR
G	FND 1/2" PIPE

VICINITY MAP AND FOUND MONUMENTS LOCATIONS



CLERK AND RECORDER FILING INFORMATION

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, on this _____ day of _____ , 20___ , the undersigned owners, hereinafter called "Grantors", do hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana, being a portion of Block 81 of Billings Original Townsite, more particularly described as follows, to-wit:

A new "20' WIDE UTILITY EASEMENT" with the centerline located as follows: Beginning at the north common corner of Lot 1A and Lot 2A, Block 81, of the "Amended Plat of Lots 1-24, Block 81, Billings Original Townsite" as recorded under document #_____ at the office of the Clerk and Recorder of Yellowstone County, Montana, thence S 34 degrees 36' 30" E a distance of 108 feet to the point of commencement at the south common corner of said Lot 1A and Lot 2A, Block 81, of said "Amended Plat of Lots 1-24, Block 81, Billings Original Townsite, containing an area of 2160 square feet.

Said 20' WIDE UTILITY EASEMENT can also be described as the north 108 feet of the 20' wide alley of Block 81 of the "Plat of the Town of Billings", as recorded under document #16312 at the office of the Clerk and Recorder of Yellowstone County, Montana.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing sanitary sewers and storm water drainage lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said sanitary sewers and storm water drainage lines and appurtenances, and adding additional sanitary sewer and/or water lines.
Grantors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.
2. Grantors agree not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.
3. Grantors agree that authorized representatives of the City of Billings can freely travel

within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.

4. Grantors agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing sanitary sewers and storm water drainage lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the City.

5. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the sanitary sewers and storm water drainage lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.

6. HOLD HARMLESS AGREEMENT:

- Grantors agree that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.
- Grantors agree the owners of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.

7. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

Owner:

Lot 1A and 2A, Block 81, of the Amended Plat of Lots 1-24, Block 81, Billings Original Town

MBA Properties, LLC

By: _____
Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the persons who signed the forgoing instrument as _____ of MBA Properties, LLC, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE
The Mayor and City Council of the City of Billings acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument.

_____
Mayor, City of Billings

ATTEST:

_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone

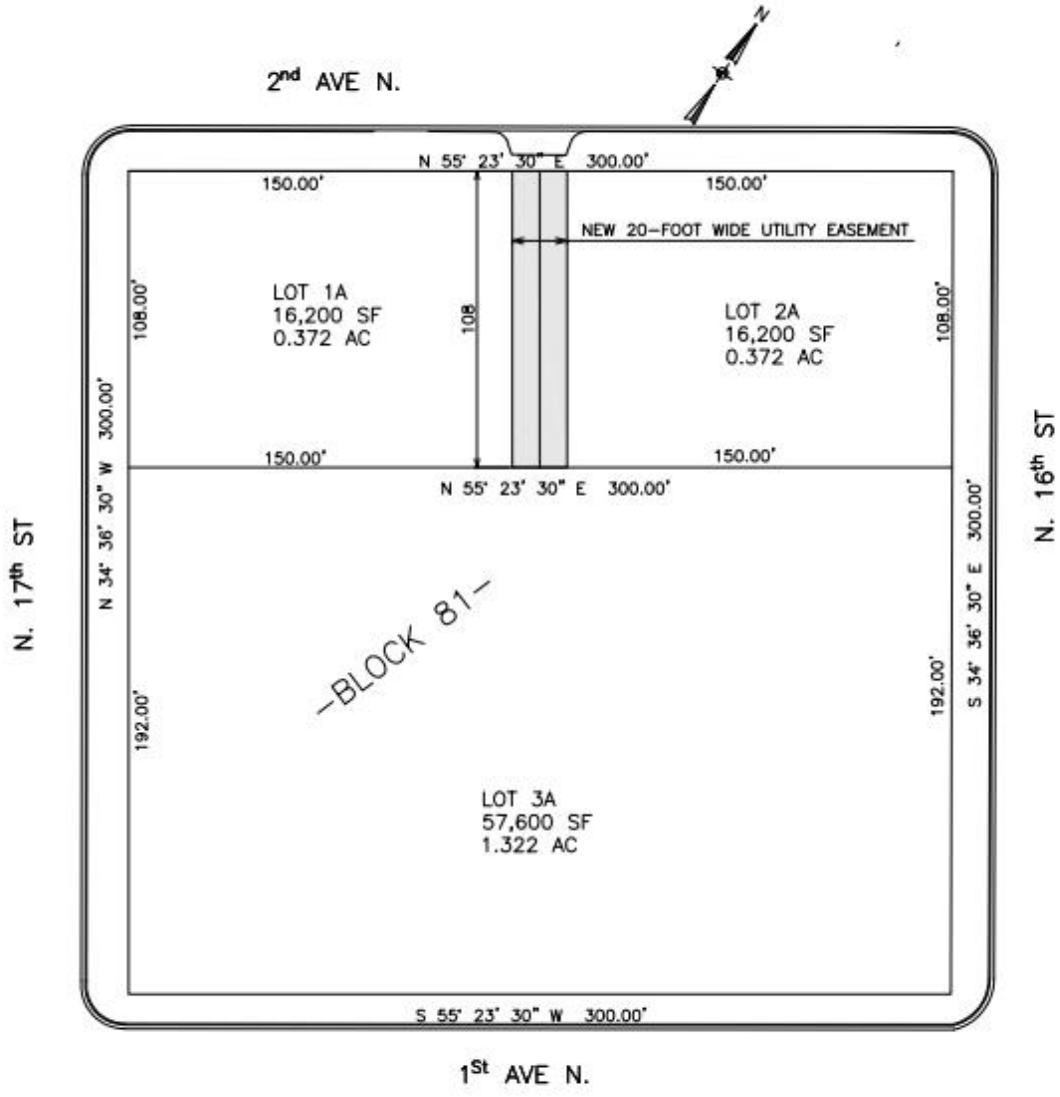
On this ____ day of _____ , 20___ , before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____ , known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year hereinabove written.

_____
Notary Public in and for the State of _____

EXHIBIT "A"

NEW 20-FOOT WIDE UTILITY EASEMENT



City Council Regular

Date:	09/22/2025
Title:	Acceptance of Warranty Deed for Lot 4B, Annafeld North Subdivision 1st Filing from McCall Development
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	NA

RECOMMENDATION

Staff recommends that City Council accept the warranty deed from McCall Development for Lot 4B of Annafeld North Subdivision 1st Filing, Block 3, to create a public right-of-way.

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

McCall Development has proposed an exempt plat that rearranges 5 lots within Annafeld North Subdivision 1st Filing, Block 3. With this plat, Lot 4B was created as a public carriage lane (public right-of-way) that will connect to future development located immediately west. In order to create the public carriage lane, it is necessary to complete a warranty deed that deeds Lot 4B to the City. Carriage lanes are consistent with the adjacent development and a similar carriage lane was dedicated to the public just to the east of St. George Boulevard. Attached is a copy of the warranty deed and the exempt plat, highlighting the area of the proposed right-of-way dedication and the similar area to the east of St. George Boulevard.

ALTERNATIVES

City Council may:

- Approve the warranty deed; or,
- Not approve the warranty deed. If not approved, the exempt plat cannot be approved, and the carriage lane would remain private.

FISCAL EFFECTS

There is no significant financial impact to the City with acceptance of the warranty deed.

Attachments

Warranty Deed
Exempt Plat and ROW Exhibit

Return to:
City Clerk
City of Billings
PO Box 1178
Billings, MT 59103

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 20___.

FOR VALUABLE CONSIDERATION, lawful money of the United States to them in hand paid by the **CITY OF BILLINGS,** the receipt whereof is acknowledged, **WITNESSETH THAT:**

McCall Development, Inc.
P.O. Box 1653
Billings, MT 59103

does hereby **GRANT, BARGAIN, SELL, CONVEY, WARRANT, AND CONFIRM** unto the **CITY OF BILLINGS** for the benefit and use of **the Public** the following described real property, to wit:

Lot 4B of the Amended Plat of Lots 1, 2, 3, 4, & 5 of Block 3, Annafeld North Subdivision, First Filing, according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. _____ .

PURPOSE OF ACQUISITION is to create a right-of way parcel for construction and use of public road, utility and related appurtenant structures, pursuant to 76-3-201(1)(h) M.C.A. and A.R.M. 24.183.1104 as a division of land that creates rights-of-way or utility sites.

EXCEPTING AND RESERVING, however, all gas and oil, beneath the surface of the above described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right the surface thereof shall not be disturbed, interfered with, or in any way damaged.

FURTHER EXCEPTING AND RESERVING, unto the grantors, their successors and assigns all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and al other indicia, of water, water right and ditch ownership, or any interest therein, appurtenant to the land described herein.

TO HAVE AND TO HOLD the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments, and appurtenances thereto, unto the **CITY OF BILLINGS,** and to its successors and assigns forever.

IN WITNESSETH WHEREOF, the undersigned have executed these premises the day and year first above written.

McCall Development, Inc.

By: _____

Title: Vice-President

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 29th day of August, 2025, before me, the undersigned Notary Public for the State of Montana, personally appeared Bradley McCall, known to me to be the persons who signed the forgoing instrument as Vice-president of McCall Development, Inc., and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

VERLEEN K. PARKER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 2, 2027

Verleen K. Parker
Notary Public in and for the State of Montana

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument.

By: _____
Mayor, City of Billings

ATTEST: _____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana

AMENDED PLAT OF LOTS 1, 2, 3, 4, & 5 OF BLOCK 3,

ANNAFELD NORTH SUBDIVISION, FIRST FILING

SITUATED IN THE SW1/4 OF SECTION 18, T. 1 S., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

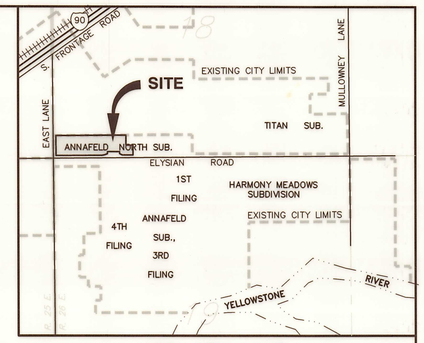
PREPARED FOR : MCCALL DEVELOPMENT, INC. JULY, 2025

PREPARED BY : sanbell BILLINGS, MONTANA

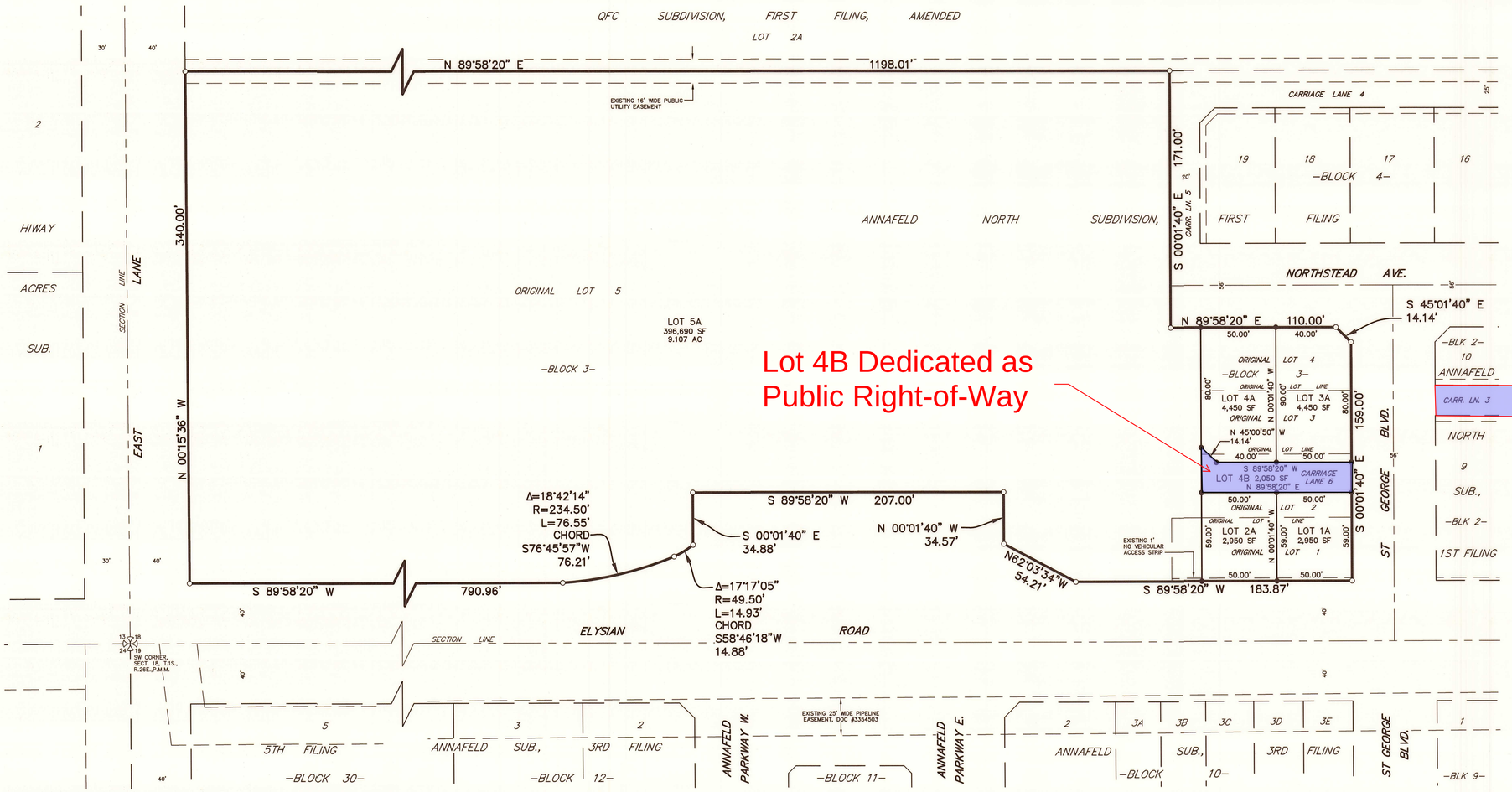
BASIS OF BEARING: PLAT OF ANNAFELD NORTH SUBDIVISION, FIRST FILING

- ○ FOUND SURVEY MONUMENT, REBAR AND CAP MARKED "SANDERSON STEWART", OR AS NOTED
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANBELL"

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.



VICINITY MAP
NOT TO SCALE



PURPOSE OF SURVEY: RELOCATION OF LOT LINES AND PUBLIC RIGHT-OF-WAY TRACT

The undersigned hereby certifies that the purpose of this survey is to relocate the common lot lines between adjacent properties within a platted subdivision, five (5) or fewer lots are being affected and no additional lots are being hereby created. Therefore this survey is exempt from review as a subdivision pursuant to Section 76-3-207(1)(d), M.C.A.

Pursuant to ARM 24.183.1104(1)(f)(iii)(C), the area that is being removed from one tract of record and joined with another tract of record is not itself a tract of record. Said area shall not be available as a reference legal description in any subsequent real property transfer after the initial transfer associated with the amended plat on which said area is described, unless said area is included with or excluded from adjoining tracts of record.

This survey is not subject to review by the Department of Environmental Quality pursuant to 76-4-125(1) M.C.A., a subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:
(d) as certified pursuant to 76-4-127;
(d)(iii) divisions or parcels of land that are exemption from the Montana Subdivision and Platting Act review under 76-3-207(1)(a), (1)(b), (1)(d), (1)(e), or (1)(f).

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.".

Furthermore, the undersigned hereby certifies that the purpose of this survey is to create LOT 4B as shown hereon for transfer to the City of Billings for right-of-way purposes.

This survey is therefore exempt from review as a subdivision pursuant to Section 76-3-201(1)(h), M.C.A., and is not subject to review by the State Department of Environmental Quality pursuant to Section 76-4-125(1)(a), M.C.A. which exempts "any division of land that is created for rights-of-way or utility sites. A subsequent change in use of the land to residential, commercial or industrial use is subject to the requirements of" the Montana Subdivision and Platting Act and the Montana Sanitation in Subdivisions Act.

McCall Development, Inc.

By: _____

Title: Vice-President

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 29th day of August, 2025, before me, a Notary Public in and for the State of Montana, personally appeared Bradley McCall, known to me to be the persons who signed the foregoing instrument as vice president of McCall Development, Inc., and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Verleen K. Parker
Notary Public in and for the State of Montana

VERLEEN K. PARKER NOTARY PUBLIC for the State of Montana SEAL Residing at Billings, Montana My Commission Expires June 2, 2027

NORTH
40 20 0 40 80
SCALE: 1" =40'

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Reviewed by: _____ Date: _____

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

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that the annexed and foregoing plat conforms with Section 76-4-125(1)(d), M.C.A., for the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this ____ day of _____, 20____.

_____
City Engineer's Office

DEED

Document No. _____

RESERVED FOR CLERK AND RECORDER

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of July, 2025, a survey was performed under his supervision of a tract of land situated in the SW1/4 of Section 18, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Lots 1, 2, 3, 4, & 5 of Block 3 of Annafeld Subdivision, First Filing, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, under Document No. 3990791; said described tract containing a gross area and a net area of 413,540 square feet (9.494 acres), more or less.;

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: _____

Montana License No. 18972LS

Date: August 29, 2025

MONTANA MICHAEL DEAN BERTRAM 18972LS LICENSED PROFESSIONAL LAND SURVEYOR

16001_170_ANNAFELD_N_BLK3_BLA.DWG **16001.170** 8/27/25 MDB

City Council Regular

Date:	09/22/2025
Title:	High Sierra Subdivision, 23rd Filing - Preliminary Major Plat
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-25-00070

RECOMMENDATION

The Planning Board recommends to City Council that the preliminary plat of High Sierra Subdivision, 23rd Filing be conditionally approved and the Findings of Fact adopted as presented in the staff report.

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

On July 1, 2025, Sanbell, on behalf of High Sierra II, Inc., applied for preliminary major plat approval for High Sierra Subdivision, 23rd Filing. The proposed subdivision creates 38 lots for development. The subject property is generally located north of Annadale Road and west of West Bonito Loop. The property is zoned N3 - Suburban Neighborhood Residential. The land is currently vacant.

VARIANCES

No variances are requested.

PROPOSED CONDITIONS OF APPROVAL

1. To minimize the effects on local services, prior to final plat approval the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-Application Meeting: May 15, 2025
- Preliminary Plat application submitted to Planning Division: July 1, 2025
- Departmental Review Meeting: July 17, 2025
- Preliminary Plat Resubmittal: July 24, 2025
- Planning Board Plat Review: August 12, 2025
- Planning Board Public Hearing: August 26, 2025
- Preliminary Plat to City Council: September 22, 2025
- 60 Working-Day Preliminary Plat Review period ends: September 25, 2025

PLAT INFORMATION

- General Location: north of Annadale Road and west of West Bonito Loop
- Legal Description: Lot 6A-1, Block 19 of the Amended Plat of Lot 1A1-A1, Block 33 of High Sierra Subdivision, 14th Filing & Lot 6A, Block 19 of High Sierra Subdivision, 21st Filing
- Owner/Subdivider: High Sierra II, Inc.
- Engineer/Surveyor: Sanbell
- Existing Zoning: N3 - Suburban Neighborhood Residential
- Existing Land Use: vacant
- Proposed Zoning: N3 - Suburban Neighborhood Residential
- Proposed Land Use: Residential
- Gross & Net Area: 12.41 Acres gross / 9.34 Acres net
- Lot Size:
  - Minimum: 7,023 square feet
  - Maximum: 86,496 square feet
- Parkland Requirements: 0.809 Acres, provided by cash-in-lieu contribution

Traffic Impact Study overview:

A Traffic Impact Study (TIS) was completed for High Sierra Subdivision, 23rd Filing. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. The percent of traffic contributions to the following intersections shall be in accordance with the traffic study:

Intersection	% Contribution
Annandale Road/ Riveroaks Drive	0.79 %
Annandale Road/ St. Andrews Drive	0.88 %
Sierra Granda Boulevard/ High Sierra Boulevard	0.17 %
Sierra Granda Boulevard/ Gleneagle Boulevard	0.61 %
Alkali Creek/ Skyway Drive	0.25 %
Wicks Lane/ Skyway Drive	0.26 %
Wicks Lane/ High Sierra Boulevard	0.17 %
Wicks Lane/ Fantan Street	0.09 %
Wicks Lane/ Governors Boulevard	0.58 %
Wicks Lane/ Lake Hills Drive	0.17 %
Wicks Lane/ St. Andrews Drive	0.70 %

The cash contributions shall be based on the percentage of traffic contributions to the intersections based on the total cost of an intersection as determined. The contributions will be made at the time of final plat, as described in the SIA under heading III.D, Traffic Control Devices.

STAKEHOLDERS

PLANNING BOARD PLAT REVIEW - AUGUST 12, 2025

Planner Hunter Kelly made his presentation on High Sierra Subdivision, 23rd Filing. At the conclusion of his presentation, Hunter informed the Planning Board of recent changes in state law regarding parkland contribution. Hunter informed them that due to the passage of SB 553 in May, the cash-in-lieu donation has been prioritized in the sense that should this mechanism be chosen to address the parkland dedication, local governments shall accept the donation. The Planning Board briefly discussed the merits and complications of this policy change. Gary Owen, an agent of Sanbel, came up to speak on the parkland contributions as it relates to High Sierra Subdivision. The agent informed the Planning Board that this filing is part of a master planned community, which has dedicated parkland in previous filings. The Planning Board had no further questions for the applicant, nor for staff.

PLANNING BOARD PUBLIC HEARING - AUGUST 26, 2025

Planner Hunter Kelly made his presentation on High Sierra Subdivision, 23rd Filing. Hunter made himself available for questions at the conclusion of his presentation. Board member Nordel inquired if the roads will be paved. Staff answered in the affirmative. President Gravgaard opened up the public hearing. Gary Owen, the applicant's agent, came up to speak about the project and present himself for questions, if the Board had any. The Board did not have any further questions. No members of the public made comments. President Gravgaard closed the public hearing. Board member Stephenson made a motion to recommend approval to the City Council and accept Findings of Fact adopted as presented in the staff report. The motion was seconded by Board member Woods. The motion was unanimously approved.

ALTERNATIVES

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends September 25, 2025. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FISCAL EFFECTS

The preliminary plat of this subdivision will have no financial impact on the Planning Division.

SUMMARY

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

Attachments

Preliminary Plat
Draft Subdivision Improvement Agreement
Findings of Fact

PRELIMINARY PLAT OF

HIGH SIERRA SUBDIVISION 23RD FILING

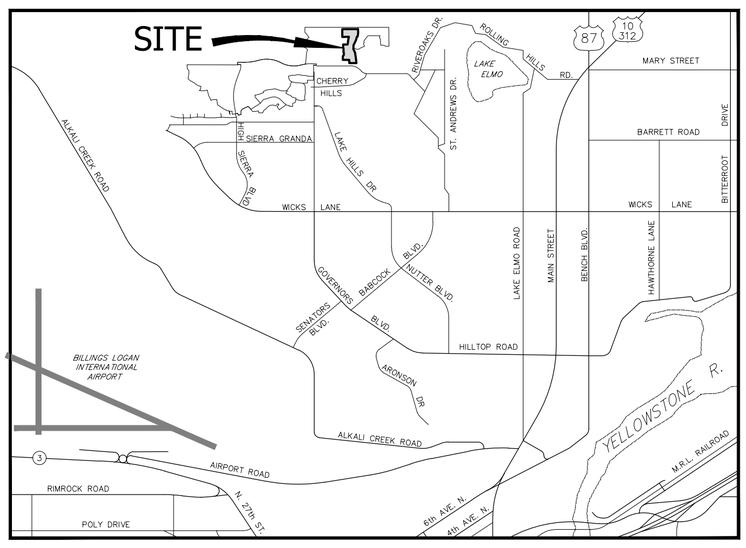
BEING LOT 6A–1, BLOCK 19 OF AMENDED PLAT OF LOT 1A1–A1, BLOCK 33 HIGH SIERRA SUBDIVISION, 14TH FILING AND LOT 6A, BLOCK 19, HIGH SIERRA SUBDIVISION, 21ST FILING
SITUATED IN THE SW1/4 OF SECTION 9 AND NE1/4, T.1N., R. 26 E., P.M.M.,
CITY OF BILLINGS
YELLOWSTONE COUNTY, MONTANA

JUNE, 2025

BILLINGS, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : sanbell



VICINITY MAP

NOT TO SCALE

PLAT DATA

GROSS AREA	=	12.41 ACRES
NET AREA	=	9.34 ACRES
NUMBER OF LOTS	=	38
MINIMUM LOT SIZE	=	7023 S.F.
MAXIMUM LOT SIZE	=	86,496 S.F.
LINEAL FEET OF STREETS	=	±2631 L.F.
PARKLAND REQUIREMENT	=	0.809 ACRES
PARKLAND DEDICATION	=	CASH IN LIEU
EXISTING ZONING	=	N3
SURROUNDING ZONING:		
NORTH	=	AGRICULTURE
SOUTH	=	N3
EAST	=	N3
WEST	=	N3
EXISTING LAND USE	=	N3
PROPOSED LAND USE	=	N3

ADJACENT OWNERS

1 HIGH SIERRA II INC
175 N 27TH ST STE 940
BILLINGS, MT 59101

2 BUCKNER, ROBERT L CO TRUSTEE
527 MONTECITO AVE
BILLINGS, MT 59105

3 HUTCH, KEMPER & MELANIE
608 CHINO CIR
BILLINGS MT, 59105

4 HOWIE, AUSTIN & MELLISA
602 CHINO CIR
BILLINGS MT, 59105

5 MEYER, STEVE & SANDRA
590 CHINO CIR
BILLINGS MT, 59105

6 GARTON, JOHN & VICKI
584 CHINO CIR
BILLINGS MT, 59105

7 INFINITY HOME LLC
PO BOX 20174
BILLINGS, MT 59104

8 MCCOMBS, DUSTIN & DEIDRA
572 CHINO CIR
BILLINGS MT, 59105

9 KOPSTEIN, JASON
566 CHINO CIR
BILLINGS MT, 59105

10 GIANNINI, SHELBY NICOLE & JAMES JOSEPH
560 CHINO CIR
BILLINGS MT, 59105

11 HELTERBRAN, ALLIE A & RICHARD P JR.
2422 W BONITO LOOP
BILLINGS MT, 59105

12 ALVAREZ, ANDREW & RAMINTA
2414 W BONITO LOOP
BILLINGS MT, 59105

13 WILLIAMS, CARLY
2408 W BONITO LOOP
BILLINGS MT, 59105

14 BORER, KALI J & NATHAN C
2404 W BONITO LOOP
BILLINGS MT, 59105

15 RON S HILL LIVING TRUST
2241 CLUBHOUSE WAY
BILLINGS, MT 59105

16 DEIBELE, TOM
447 BOCA RATON RD
BILLINGS MT, 59105

17 OAKLAND, GARY
175 N 27TH STREET, SUITE 900
BILLINGS, MT 59101

18 DOVER RANCH
P.O. BOX 51389
BILLINGS, MT 59105

DRAFT

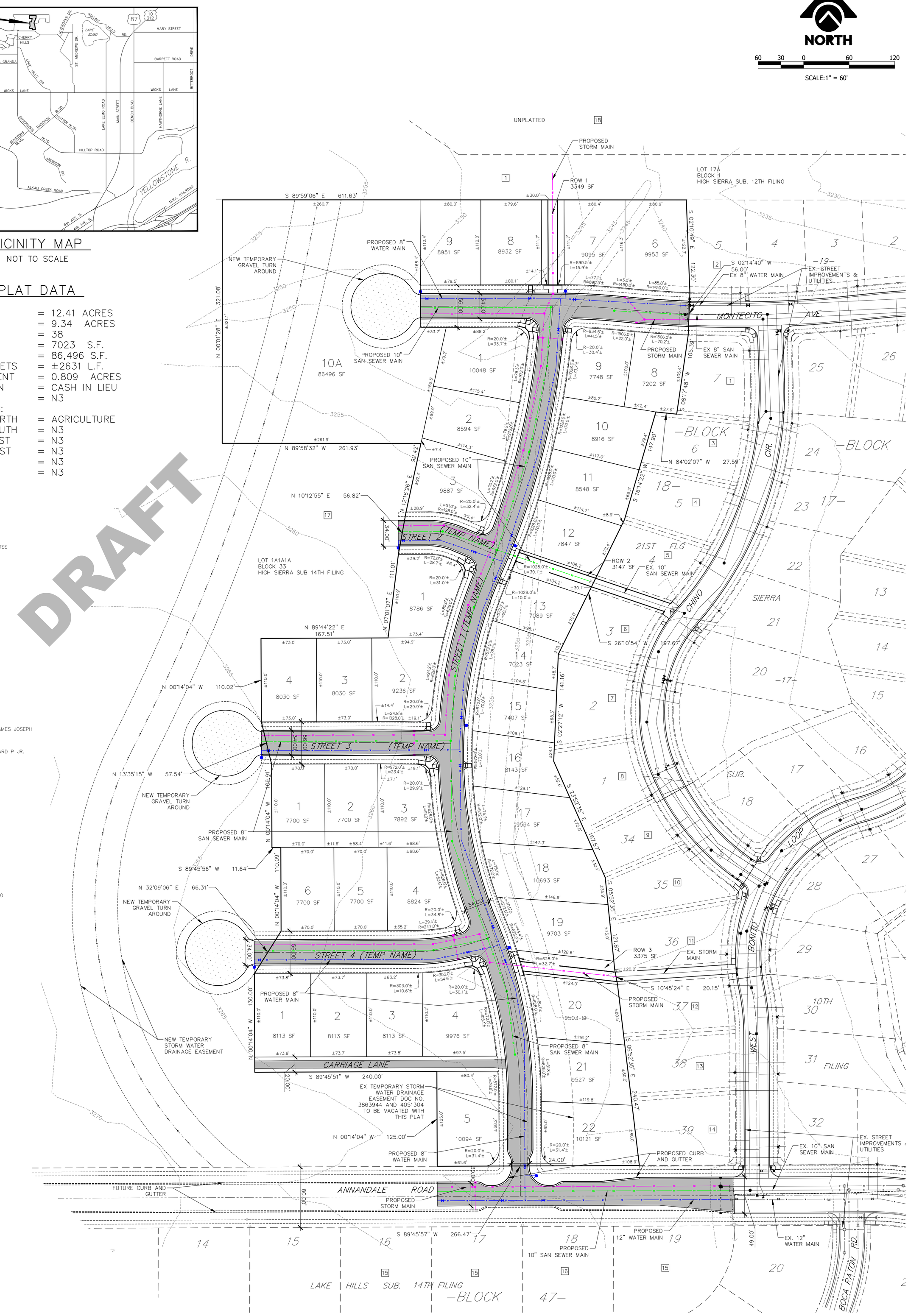


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Return to:
Sanbell
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS HIGH SIERRA SUBDIVISION, TWENTY THIRD FILING

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between **HIGH SIERRA II, INC.**, whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, MT 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of High Sierra Subdivision, 23rd Filing; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the City Council conditionally approved a preliminary plat of High Sierra Subdivision, 23rd Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to High Sierra Subdivision, 23rd Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

A. Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, BMCC):

1. No Variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat, and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety. In addition, this subdivision is being built in close proximity to prime prairie dog habitat and lot owners will be responsible for any costs and damages incurred due to the presence of prairie dogs.

C. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider, and property owner or owners of the developments

described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

E. Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of the parkland dedicated with various filings of High Sierra Subdivision.

F. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the Billings Stormwater Management Manual.

1. The lowest finish floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb, measured from the highest location along the lot frontage. Home builder and lot owner may find it necessary to raise the finish floor elevation of house or garage above this minimum during on-site building design and/or during on-lot grading.

2. The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to

protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window wells) are to be located outside the designated drainage paths. If this is not possible, the builder and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells and property lines to provide sufficient swales and proper storm water drainage away from window wells.

3. Each owner of a completed lot shall be a member of the High Sierra Subdivision Homeowners Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of a lot. The Homeowners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.

III. TRANSPORTATION

A. Streets

1. Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

   Montecito Avenue, Street 1 (temporary name), Street 2 (temporary name), Street 3 (temporary name), and Street 4 (temporary name) will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-feet back of curb to back of curb). Curb and Gutter will be installed per the City of Billings Standards in place at time of construction.

   Annadale Road shall be dedicated a minor arterial street and shall be located within an existing 80-foot wide right of way and have a street width of 39-foot back of curb to

back of curb. With this subdivision, Annandale Road will be constructed with curb and gutter on the north side of the street and 30-feet of asphalt. The remaining asphalt and curb and gutter on the south side of Annandale Road will be constructed by others. Annadale Road shall be built to grade with a satisfactory subbase, base course, curb and gutter and asphalt surface. This street shall be built per the City of Billings Standards in place at time of construction.

B. Sidewalks

1. Sidewalk on the internal streets shall be installed at the time of individual lot development. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk with a minimum 5-foot-wide boulevard.

2. Subdivider will install accessible ramps at the intersections, which shall be completed with the subdivision improvements.

C. Street Lighting

Street lighting is required for this subdivision. It is anticipated that street lighting will be installed by private contract or SID. A Street Light Maintenance District will be created for operation and maintenance of the lighting at a future date and is included in the waiver of right to protest.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

A traffic accessibility study has been completed for High Sierra Subdivision 23rd Filing. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. The percent of traffic

contributions to the following intersections shall be in accordance with the traffic accessibility study:

Annandale Road/Riveroaks Drive	0.79%
Annandale Road/St. Andrews Drive	0.88%
Sierra Granda Blvd/High Sierra Blvd	0.17%
Sierra Granda Blvd/Gleneagle Blvd	0.61%
Alkali Creek Road/Skyway Drive	0.25%
Wicks Lane/Skyway Drive	0.26%
Wicks Lane/High Sierra Blvd	0.17%
Wicks Lane/Fantan Street	0.09%
Wicks Lane/Governors Blvd	0.58%
Wicks Lane/Lake Hills Drive	0.17%
Wicks Lane/St. Andrews Drive	0.70%

The cash contributions shall be based on the percent of traffic contributions to the intersections based on the total cost of an intersection as determined by Engineering for the year in which the contribution is made.

The cash contribution shall be made prior to final plat approval.

E. Access

Access to the subdivision will be provided by Annandale Road and Montecito Avenue. Access to residential lots will be provided by public right of way (street and alley right of way).

F. Billings Area Bikeway and Trail Master Plan

No trail improvements are required as part of this subdivision.

G. Public Transit

The subdivision does not require improvements to ensure public transit service.

IV. EMERGENCY SERVICE

The City will provide emergency service. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500-feet. Appropriate turnarounds will be located on any dead-end street in excess of 150-feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to allow for fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e., lumber, plywood, wood trusses, etc.), fire apparatus access roads, and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.
At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150-feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600-feet of the furthest portion of a residence under construction or within 400-feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to a stormwater detention facility that is located within an off-site area on Lot 17A, Block 1, High Sierra Subdivision, 12th Filing generally north of previously recorded High Sierra Subdivision, 21st Filing. This detention facility will be sized to accept runoff generated from the High Sierra Subdivision, 23rd Filing. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications.

Maintenance of the stormwater detention area and associated drainage facilities shall be by the High Sierra Subdivision HOA.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings and the County Water District of Billings Heights.

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/ connection of water mains and sanitary sewers to the Public Works Department – Engineering Division and the County Water District of Billings Heights. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

It is acknowledged that the properties subject to the Subdivision Improvements Agreement shall be subject to the appropriate buy-in fee for the County Water District of Billings Heights in effect at the time of payment. Fees shall be paid as applied for in the extension application and as per the first paragraph above.

The Developer/Owner acknowledges that the Subdivision shall be subject to the applicable System Development Fees in effect at the time new sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, the County Water District of Billings Heights, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The subdivision will be served by making connections to existing 8” water main stub in Montecito Avenue and an existing 12” water main stub in Annandale Road. 12-inch water main will be installed in Annandale Road. 8-inch water main will be installed in the remaining local interior streets of the subdivision. The

water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the County Water District of Billings Heights and Montana Department of Environmental Quality and will be approved by the County Water District of Billings Heights.

B. Sanitary Sewer

The subdivision will be served by making a connection to an existing 10-inch diameter sewer main located in Annandale Road and in the right of way on the west side of Chino Circle. A connection will also be made to an existing 8-inch diameter sewer main located in Montecito Avenue. 10-inch sanitary sewer main will be extended in Annandale Road, Street 1 (temporary name) north of the right of way to Chino Circle, and Montecito Avenue west of Street 1 (temporary name). 8-inch sanitary sewer main will be extended on the remaining streets in the subdivision.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Additionally, Section 23-1002. B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. High Sierra Subdivision, 23rd Filing requires a parkland dedication 0.809 acres. The Subdivider will make a cash-in-lieu contribution for the 0.809 acres in lieu of parkland dedication.

VIII. IRRIGATION

No permanent irrigation ditches, field laterals, or irrigation easements exist on the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat. The Geotechnical Investigation Report for High Sierra Subdivision 23rd Filing Billings, Montana was completed by Rimrock Engineering Inc. and dated _____.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install, and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or

conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER" **HIGH SIERRA II, INC.**

By:_____

Its:_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who executed the foregoing instrument as the _____ of **HIGH SIERRA II, INC.**, and acknowledged to me that he/she executed the same.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors, and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows:

High Sierra Subdivision, 23rd Filing

Signed and dated this _____ day of _____, 20___.

"SUBDIVIDER" **HIGH SIERRA II, INC.**

_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of **HIGH SIERRA II, INC.,** the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of High Sierra Subdivision, 23rd Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property is currently vacant. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. New individual services will be provided to all the lots, and new fire hydrants will be installed as required by the City Fire Department. The water service for this subdivision comes from an existing 8" water main stub in Montecito Avenue and an existing 12" water main stub in Annandale Road. Any needed extension of those water lines will be installed by the subdivider to meet the requirements of the City of Billings Engineering Department regulations. The subdivider will install all new water lines in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Engineering/Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, A, Water.

   Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains. There is an existing 10-inch diameter sewer main located in Annandale Road and in the right-of-way on the west side of Chino Circle. All new services shall be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, B, Sanitary Sewer.

   Private Utilities will be provided from existing facilities to the subdivision. The private utilities will be installed within the public right-of-way, subject to the approval of the City Engineer.

   Stormwater – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

b. **Solid Waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

c. **Streets** – The subdivision is accessed by Annandale Road & Montecito Avenue. Montecito Avenue will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-foot back of curb to back of curb). Annadale Road shall be dedicated as a minor arterial street and shall be located within an existing 80-foot wide right of way and have a street width of 39-foot back of curb to back of curb. All internal roads of the subdivision will be built to current City standards, as described in the SIA. Street improvements are included in the Waiver of Right to Protest Future Special Improvement Districts.

The sidewalks will be installed by the respective lot owners on a lot-by-lot basis, as lots develop. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. The developer will also install all ADA required ramps at the intersections within the proposed subdivision. This information is all in the SIA under the heading III, Transportation.

Street lighting is required for this subdivision. It is anticipated that street lighting will be installed by private contract or SID. A Street Light Maintenance District will be created for operation and maintenance of the lighting at a future date and is included in the waiver of right to protest.

Traffic Impact Study overview:

A Traffic Impact Study (TIS) was completed for High Sierra Subdivision, 23rd Filing. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. The percent of traffic contributions to the following intersections shall be in accordance with the Traffic accessibility study:

Intersection	% Contribution
Annandale Road/ Riveroaks Drive	0.79 %
Annandale Road/ St. Andrews Drive	0.88 %
Sierra Granda Boulevard/ High Sierra Boulevard	0.17 %
Sierra Granda Boulevard/ Gleneagle Boulevard	0.61 %
Alkali Creek/ Skyway Drive	0.25 %
Wicks Lane/ Skyway Drive	0.26 %
Wicks Lane/ High Sierra Boulevard	0.17 %
Wicks Lane/ Fantan Street	0.09 %
Wicks Lane/ Governors Boulevard	0.58 %
Wicks Lane/ Lake Hills Drive	0.17 %
Wicks Lane/ St. Andrews Drive	0.70 %

The cash contributions shall be based on the percentage of traffic contributions to the intersections based on the total cost of an intersection as determined. The contributions will be made at the time of final plat, as described in the SIA under heading III.D, Traffic Control Devices.

d. **Emergency Services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station, Fire Sation #6, is located at 1601 Saint Andrews Drive. The subdivision is located within the ambulance service area of American Medical Response (AMR).

e. **Schools** –School District #2 provides educational services to elementary through high school students. Schools serving these students are Eagle Cliffs Elementary, Castle Rock Middle School, and Skyview High School. Castle Rock Middle School is currently over capacity, and Eagle Cliffs Elementary & Skyview High School are slightly under capacity.

f. **Parks and Recreation** – This subdivision requires a parkland dedication of 0.809 Acres. The parkland requirements will be met with a cash-in-lieu contribution, to the satisfaction the Parks Department.

g. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required as were installed for the previous filings of this subdivision. The developer will need to coordinate mailbox locations with the postal service. **(Condition #1)**

3. Effect on the natural environment

The subject property is currently vacant land with the proposed use of residential development. The property is not located in a floodplain. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on public health, safety and welfare

There will be no significant detrimental impacts to public health, safety and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

> **Essential Investments:** Infill development and development near existing City infrastructure may be the most cost effective.
>
> **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired.
>
> **Home Base (healthy, safe and diverse housing options):** Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

2. Billings Heights Neighborhood Plan

The Billings Heights Neighborhood Plan, adopted in 2006, identifies this area for low-density residential development. The subdivision meets the following goals of the Heights Neighborhood Plan:

> **Issue: Urban Sprawl**
>
> **Issue:** Residential Development
>
> **Goal:** To provide safe, good quality and affordable housing in the Heights. Develop housing patterns that are compatible with existing neighborhoods. Maintain similar housing in established neighborhoods.
>
> **Objectives:** To encourage infill development and housing development that meets residents' desire to have similar housing within their neighborhood.
>
> *This subdivision provides low-density residential single-family development in a neighborhood with existing low-density single-family development.*

3. 2023 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2023 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

4. Billings Area Bikeway and Trail Master Plan (BABTMP)

The proposed subdivision is within the jurisdiction of the Billings Area Bikeways and Trail Master Plan. There are no existing trail improvements in or near this subdivision, nor are additional improvements are anticipated.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is located within N3 zoning. The lot frontages conform to the requirements of this zone. Block length, section, and perimeter requirements have been met. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivider will provide utility easements as requested by private utility companies on the face of the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access is provided to the proposed will be from Annandale Road & Montecito Avenue. New internal access will provide circulation to individual lots.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of High Sierra Subdivision, 23rd Filing does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and Heights Area Plan and does not conflict with the Transportation or Bikeway/Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

Staff recommends to the Planning Board to recommend to the City Council that the preliminary plat of High Sierra Subdivision, 23rd Filing be conditionally approved and adopt the Findings of Fact as presented in the staff report.

City Council Regular

Date:	09/22/2025
Title:	Annafeld Subdivision, 6th Filing - Final Plat
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-24-00227

RECOMMENDATION

Staff recommends the City Council approve the final plat of Annafeld Subdivision, 6th Filing.

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

On August 21, 2025, Sanbell, on behalf of McCall Development, Inc., applied for Final Plat approval for Annafeld Subdivision, 6th Filing. The proposed subdivision creates 87 lots for development over three (3) phases. The subject property is generally located south of Elysian Road and east of East Lane. The property is zoned PUD - Planned Unit Development. The land is currently vacant. Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however, nearby property owners may attend the City Council meeting. At this time, the Planning Division has received no public comments or questions regarding the proposed subdivision.

ALTERNATIVES

The City Council may approve or deny the final plat of Annafeld Subdivision, 6th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met.

The criteria are as follows:76-3-611. Review of final plat.

(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:

(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and

(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid. Staff finds the final plat meets the criteria outlined in 76-3-611 above.

Staff finds the final plat is in compliance with the requirements of state statutes, conditions of approval and local regulations. City Council should approve the final plat.

FISCAL EFFECTS

The final plat of this subdivision will have no financial impact on the Planning Division.

Attachments

Final Plat
Final SIA
Conditions of Approval
Restrictions on Conveyance

PLAT OF

ANNAFELD SUBDIVISION, SIXTH FILING

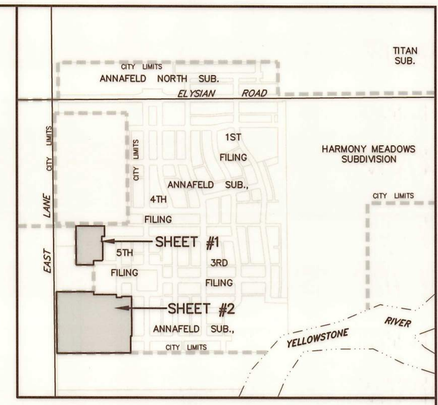
BEING LOT 5A–2 OF AMENDED PLAT OF LOT 5A–1, BLOCK 24, ANNAFELD SUB., FOURTH FILING & LOT 10, BLOCK 26 & LOTS 9, 10, & 16, BLOCK 33, ANNAFELD SUB., FIFTH FILING
AND LOT 4A–1 OF AMENDED PLAT OF LOT 4A, BLOCK 27, ANNAFELD SUBDIVISION, FOURTH FILING & LOT 15A, BLOCK 22, ANNAFELD SUBDIVISION, FIFTH FILING
SITUATED IN THE NW1/4 OF SECTION 19, T. 1 S., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : McCALL DEVELOPMENT, INC.

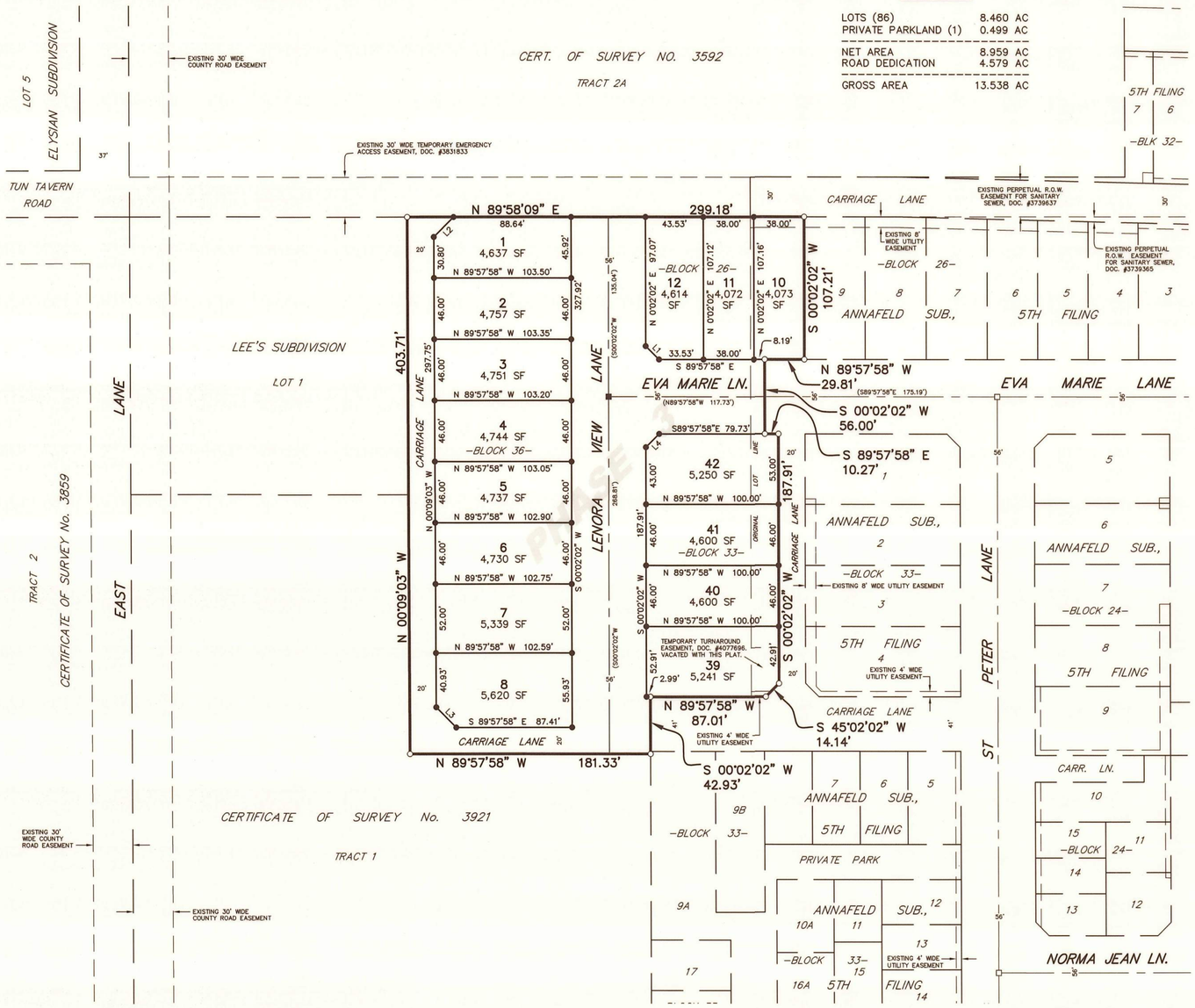
PREPARED BY : sanbell

MAY, 2025

BILLINGS, MONTANA



VICINITY MAP
NOT TO SCALE



LINE TABLE		
Line #	Bearing	Distance
L1	N 44°57'58" W	14.14'
L2	N 44°54'33" E	21.19'
L3	N 45°03'30" W	21.25'
L4	N 45°02'02" E	14.14'
L5	S 45°02'02" W	14.14'
L6	N 45°02'02" E	21.21'
L7	N 45°03'30" W	14.16'
L8	N 44°56'30" E	14.12'
L9	S 44°57'58" E	14.14'
L10	N 45°02'02" E	14.14'
L11	S 44°57'58" E	14.14'
L12	N 45°00'01" W	14.13'
L13	S 44°59'59" W	14.15'
L14	N 45°00'01" W	14.13'
L15	N 89°58'11" E	40.00'
L16	N 44°59'59" E	14.15'
L17	N 45°02'04" W	21.19'

BASIS OF BEARING: PLAT OF ANNAFELD SUBDIVISION, FIFTH FILING

- ○ FOUND SURVEY MONUMENT, REBAR & CAP MARKED 'SANDERSON STEWART 18972LS', OR AS NOTED
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANBELL"
- □ FOUND MONUMENT BOX
- ■ SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

Date _____ President _____

Executive Secretary _____

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF ANNAFELD SUBDIVISION, SIXTH FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this _____ day of _____, 20____.

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76–4–125(1)(d), M.C.A., for divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first–class or second–class municipalities for which the governing body certifies, pursuant to 76–4–127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____, 20____.

_____
City Engineer's Office

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

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

DATED: _____

Reviewed by: _____

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

_____
Examining Land Surveyor

Date: _____

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That McCALL DEVELOPMENT, INC., the owner of the following described tracts of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract of land being situated in the NW1/4 of Section 19, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tracts being more particularly described as follows, to wit:

Lot 5A–2 of Amended Plat of Lot 5A–1, Block 24, Annafeld Sub., Fourth Filing & Lot 10, Block 26 & Lots 9, 10, & 16, Block 33, Annafeld Sub., Fifth Filing, filed under Document No. 4094868; and

Lot 4A–1 of Amended Plat of Lot 4A, Block 27, Annafeld Subdivision, Fourth Filing and Lot 15A, Block 22, Annafeld Subdivision, Fifth Filing, on file in the office of the Yellowstone County clerk & recorder, under Document No. 4106348.

The park requirement for this subdivision is being met by the creation of Lot 27 of Block 35 as PRIVATE PARK and previous land dedication by the Plats of Annafeld Subdivision, First through Fifth Filings.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever.

Said tract to be known and designated as PLAT OF ANNAFELD SUBDIVISION, SIXTH FILING, and the lands included in all streets and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

McCALL DEVELOPMENT, INC.

By: _____ Title: President

STATE OF MONTANA)
:ss
County of Yellowstone)

This instrument was acknowledged before me on August 19, 2025.
by Greg McCall as president of McCall Development, Inc.

Verleen K. Parker
Notary Public in and for the State of Montana

VERLEEN K. PARKER NOTARY PUBLIC for the State of Montana Residing at Billings, Montana My Commission Expires June 2, 2027

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of March, 2025, a survey was performed under his supervision of a tract of land to be known as ANNAFELD SUBDIVISION, SIXTH FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 13.538 acres and the net area is 8.959 acres.

SANBELL

By: _____
Montana Registration No. 18972LS
Date August 20, 2025

MONTANA MICHAEL DEAN BERTRAM 18972LS LICENSED PROFESSIONAL LAND SURVEYOR

SUBDIVISION IMPROVEMENTS AGREEMENT
Document No. _____

CONSENT TO PLATTING
Document No. _____

STORM WATER DRAINAGE EASEMENT
Document No. _____

ACCESS EASEMENT VACATION
Document No. _____

PRIVATE WATER & SEWER SERVICE EASEMENT
Document No. _____

16001_161_ANNAFELD_6TH_FP.DWG 16001.161 8/13/25 MDB

PLAT OF

ANNAFELD SUBDIVISION, SIXTH FILING

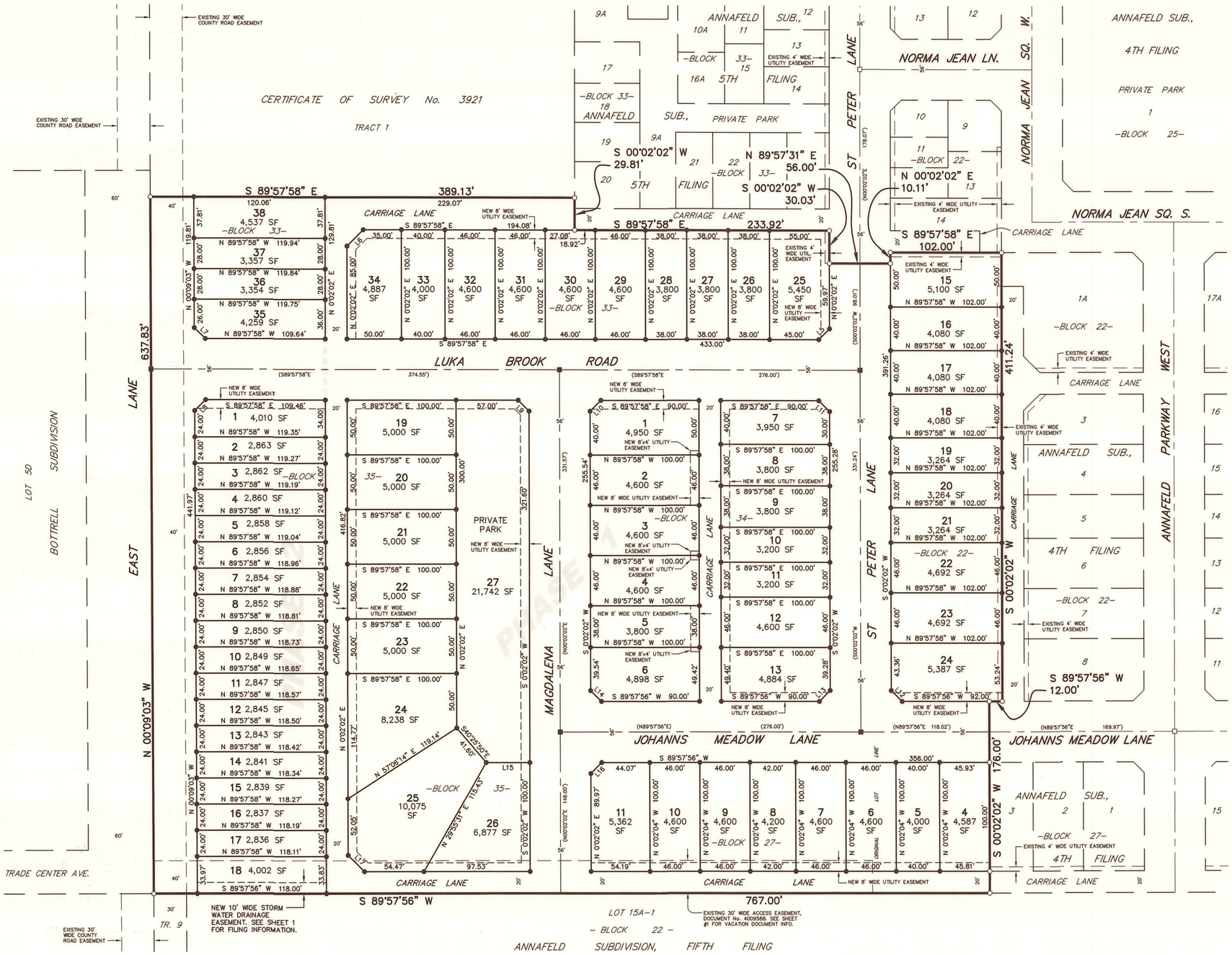
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PREPARED FOR : McCALL DEVELOPMENT, INC.

MAY, 2025

PREPARED BY : sanbell

BILLINGS, MONTANA



AREA DATA

LOTS (86)	8.460 AC
PRIVATE PARKLAND (1)	0.499 AC
NET AREA	8.959 AC
ROAD DEDICATION	4.579 AC
GROSS AREA	13.538 AC

NORTH

50 25 0 50 100

SCALE:1" = 50'

BASIS OF BEARING: PLAT OF ANNAFELD SUBDIVISION, FIFTH FILING

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SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS ANNAFELD SUBDIVISION, SIXTH FILING

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Return to:
Sanbell
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS ANNAFELD SUBDIVISION, SIXTH FILING

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between **MCCALL DEVELOPMENT, INC.**, whose address for the purpose of this agreement is 1536 Mullowney Lane, Suite 100; Billings, Montana 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of Annafeld Subdivision, Sixth Filing located in Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the 28th day of January 2025, the Board of Planning recommended conditional approval of a preliminary plat of Annafeld Subdivision, Sixth Filing; and

WHEREAS, at a regular meeting conducted on the 24th day of February 2025, the City Council conditionally approved a preliminary plat of Annafeld Subdivision, Sixth Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to Annafeld Subdivision, Sixth Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings

Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

None requested

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within five years, the City has the right to construct the sidewalk and assess the property owners.

B. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

C. Lot owners should be aware that this subdivision is built with a "traditional neighborhood" design. The single-family dwellings will have the garage set in the rear of the lots. The access will be provided to the garages by means of a paved Carriage Lane.

D. Lot owners should be aware that this subdivision is zoned "Planned Development" (PD). Special zoning regulations regarding lot development will be enforced in accordance with the Amended Planned Development Agreement recorded at the Yellowstone County Clerk and Recorders Office under Document No. 3826023.

E. Lot owners should be aware that this subdivision is adjacent to wildlife habitat. Consequently, owners are advised that wildlife indigenous to the area is found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising there from is the responsibility of the lot owners.

F. No water rights have been transferred to the individual lot owners but may be held by the Subdivider and/or the homeowners association. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners without the permission of the controlling ditch company.

G. Lot owners should be aware they may be required to participate in a park maintenance district administered by the homeowners' association for Annafeld Subdivision, Sixth Filing.

H. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28-201, BMCC and detailed in the City of Billings *Stormwater Management Manual.*

I. Lot owners should be aware that Hogan's Slough adjacent to the subdivision is a major stormwater outfall for Billings west end. There is a possibility that the slough could overtop during a major storm event. Based upon the existing topography near Hogan's Slough and the Elysian Road Bridge, it is anticipated that the channel would overtop northeast of Elysian Road and flow east prior to overtopping Elysian Road. There is the possibility however that Elysian Road could be overtopped during a major storm event. If that occurs, flows not carried within the Hogan's Slough channel would be carried within the subdivision streets. The elevation of residential dwellings and commercial structures must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm. Higher house finished floor elevations may be required on a lot-by-lot basis.

J. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual.*

III. TRANSPORTATION

A. Streets

1. All internal access roads and site improvements within the subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the *Stormwater Management Manual*, and other applicable City codes, rules, and regulations.

2. All internal streets within the subdivision shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All public roads will be built to provide a 34-foot back-to-back curb street width. The design cross-sections of said streets shall be submitted to, and approved by, the City of Billings Public Works Department. The street improvements will be completed by private contract or SID.

3. East Lane is designated as a collector on the Billings/ Yellowstone County functional classification map. East Lane improvements will be included with Annafeld 6th Filing, Phase 2 improvements. Curb and gutter and any necessary pavement widening will be constructed on the east side of East Lane frontage adjacent to the Sixth Filing. Storm drain in East Lane shall be installed, as necessary, and as approved by the City of Billings Public Works Department. A southbound left-turn bay is not required. A parking lane will be provided on the east side of East Lane adjacent to the Sixth Filing. East Lane shall be constructed wide enough to accommodate a future bike lane, but the bike lane should not be installed with this development. East Lane Improvements will be completed by private contract or SID.

4. At the time of this Filing, Phase IV of Harmony Meadows Subdivision, Second Filing has not been constructed. Therefore, a physical connection between Annafeld Subdivision and Harmony Meadows Subdivision cannot be made. Furthermore, even if the Story Road connection were constructed, the traffic generated from Annafeld Subdivision, Sixth Filing would be unlikely to utilize Story Road based on proximity to East Lane and Elysian Road and the land uses that are currently in Harmony Meadows Subdivision. Therefore, a detailed traffic impact analysis of the Story Road connection to Harmony Meadows Subdivision is not required for this Filing of Annafeld Subdivision.

   The Subdivider agrees to contribute up to 50 percent of the cost for design, permitting, and construction of the Hogan's Slough crossing on Story Road by a cash contribution or by SID. If the cash contribution is not sufficient to cover 50 percent of the crossing costs at the time of construction, the City retains the right to create a SID to recover additional design and construction costs.

   The timing of the contribution or SID for the Hogan's Slough crossing on Story Road shall be made at the earlier of the following:

   I. At the time, an Annafeld Subdivision Traffic Impact Study recommends the Story Road connection be completed.
   II. At the commencement of construction of Phase IV improvements for Harmony Meadows Subdivision, 2nd Filing.
   III. Prior to final plat approval of the final filing of Annafeld Subdivision.

5. A traffic accessibility study has been completed for Annafeld Subdivision 6th Filing. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. The percent of traffic contributions to the following intersections shall be in accordance with the traffic accessibility study:

S. Frontage Rd/Midland Rd/Mullowney Lane	1.75%
Mullowney Lane & Elysian Road	2.08%
Elysian Road & East Lane	1.00%
Elysian Road & South Frontage Road	0.79%
South Frontage Road & East Lane	0.35%

The cash contributions shall be based on the percent of traffic contributions to the intersections based on the total cost of an intersection as determined by Engineering for the year in which the contribution is made.

The cash contribution shall be made prior to final plat approval.

B. Carriage Lanes

All Carriage Lanes within the subdivision shall be built to grade with a satisfactory subbase, base course, and asphalt surface or concrete surface. All Carriage Lane approaches constructed with asphalt shall be replaced with concrete by the Subdivider at the time when home construction is complete. In the event asphalt approaches within the subdivision are not replaced with concrete within three years of the date of recording of the final plat, the City may construct the concrete approaches and assess the Subdivider for the costs associated with the approach construction. Carriage Lane pavement widths shall be 12-feet. The design cross-sections of said Carriage Lanes shall be submitted to, and approved by, the City of Billings Public Works Department. No trees are allowed to be planted in the Carriage Lane. In addition, no shrubs taller than two feet are allowed to be planted in Carriage Lanes.

C. Sidewalks

Subdivider shall install handicap access ramps at the time of lot development, where necessary. Construction of sidewalks along frontage of the lots shall be installed by the lot owner at the time of lot development. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. Developer shall construct the 5-foot-wide boulevard sidewalk adjacent to private park (north/east side of Lot 27, Block 35) at the time of private park development.

D. Street Lighting

Street lighting is not required for this subdivision; however, it is anticipated that street lighting will be installed for Sixth Filing by private contract or SID. A Street Light Maintenance District will be created for operation and maintenance of the lighting at a future date and is included in the waiver of right to protest.

E. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

F. Access

Access to the subdivision will be provided by East Lane, Eva Marie Lane, St Peter Lane, and Johanns Meadow Lane. Carriage Lane access is also provided to residential lots within the subdivision.

G. Billings Area Bikeway and Trail Master Plan

The width for a 5.5-foot-wide bike lane will be provided on the east side of East Lane adjacent to this subdivision. However, the bike lane improvements will not be installed a part of this subdivision. No additional trail improvements will be required as part of this subdivision.

H. Public Transit

There are no MET Transit routes that service this subdivision at this time. The nearest established route is at the intersection of Midland Road and Mullowney Lane. No improvements with regard to MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICE

A. Fire Hydrants

Emergency service will be provided by the City. Placement of fire hydrants will be as required by the City of Billings Fire Department.

B. Construction of Buildings

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150-feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-foot-wide.
- An operational fire hydrant shall be located within 600-feet of the furthest portion of a residence under construction, or within 400-feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

C. Building Location

All buildings shall be located on each lot so that the furthest portion of each building is within 150-feet from an approved fire department access road over an approved route excluding all carriage lanes.

V. STORM DRAINAGE

A. A stormwater management plan shall be submitted to the Engineering Division prior to final plat approval. The storm drainage system for Annafeld Subdivision, Sixth Filing will consist of a curb and gutter surface collection and curb inlets that drain into storm drainage piping, as well as surface conveyance. The storm drain piping will discharge into existing storm drain piping and to an existing mechanical stormwater filtration manhole, then into Hogan's Slough. All drainage improvements shall comply with the provisions of the City of Billings *Stormwater Management Manual* and Chapter 28, BMCC.

B. The mechanical stormwater filtration manholes are existing, and associated improvements are privately owned and maintained by the HOA. Annafeld Subdivision, Sixth Filing will be included in the HOA that is responsible to maintain these facilities. O&M requirements and HOA maintenance and fiscal responsibilities have been outlined within the Annafeld Subdivision, First Filing I O&M Manual.

C. Hogan's Slough adjacent to the subdivision is a major stormwater outfall for Billings west end. There is a possibility that the slough could overtop during a major storm event. Based upon the existing topography near Hogan's Slough and the Elysian Road Bridge, it is anticipated that the channel would overtop northeast of Elysian Road and flow east prior to overtopping Elysian Road. There is the possibility however that Elysian Road could be overtopped during a major storm event. If that occurs, flows not carried within the Hogan's Slough channel would be carried within the subdivision streets. The elevation of residential dwellings and commercial structures must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm.

D. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the City of Billings *Stormwater Management Manual.*

E. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual.*

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/ connection of water mains and sanitary sewers to the Public Works Department - Engineering Division. The extension of/connection to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Subdivider/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of, and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The Annafeld Subdivision water system consists of a series of looped water mains located in each of the local streets. The subdivision water system will consist of new 12-inch water main in Luka Brook Road, East Lane and in a portion of St. Peter Lane (north of Luka Brook Road). 8-inch water mains will be installed in the remaining streets in Annafeld Subdivision, Sixth Filing.

B. Sanitary Sewer

Sanitary sewer service to Annafeld Sub., 6th Filing Phase 1 and Phase 3 will be provided by connecting to the existing 8-inch gravity sanitary sewer mains located in Eva Marie Lane, St Peter Lane, and Johanns Meadow Lane. The sanitary sewer improvement shall be completed by private contract.

Sanitary sewer service to Annafeld Sub., 6th Filing Phase 2 will be provided by connecting to existing sanitary sewer manhole located at the intersection of East Lane and Tun Tavern Road and extending 18-inch sanitary sewer main to the south boundary of Annafeld Sub., 6th Filing in East Lane. The construction of sanitary sewer improvements in East Lane will be completed by private contract or by a separate City of Billings work order, at the City's discretion.

If the East Lane sanitary sewer improvements are installed by private contract, the Subdivider can submit for reimbursement to the City of Billings for the cost of oversizing to 18-inch sanitary sewer main (from 8-inch main) adjacent to 6th Filing Phase 2 and for the total cost of sanitary sewer construction from the connection point at Tun Tavern Road to the northern boundary of the Annafeld 6th Filing Phase 2 in accordance with the City of Billings rules and regulations for reimbursement. Also, if adjacent Lot 5D, Block 1 of Amended Plat of Lot 5, Block 1 Bottrell Subdivision annexes and connects into the City of Billings, the Developer reserves the right for reimbursement for half the cost of the 8-inch sanitary sewer main adjacent to the lot in accordance with the City of Billings rules and regulations for reimbursement.

If the East Lane sanitary sewer improvements are installed by a City of Billings work order, the Subdivider shall reimburse the City of Billings at the time of construction for the equivalent cost of 8-inch sanitary sewer construction adjacent to Annafeld 6th Filing Phase 2.

All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

Private utility facilities currently exist to serve the subdivision. The private utility facilities will be installed within the Carriage Lane right-of-way and by easements included on the plat, as requested by the utility companies, to provide routes to the Carriage Lanes.

VII. PARKS/OPEN SPACE

The subdivision lies within a planned unit development that provides for land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development, per 76-3-621(6)(a) of the Montana Code Annotated. The park and open space within the Annafeld Planned Unit Development Master Plan meets or exceeds the 0.931 acres (11% of net lot area, 6th Filing) of dedication required under section 76-3-621(1), MCA. The Subdivider and City agree that the parkland dedication has been met through the dedication of private park area within Annafeld Subdivision, Sixth Filing and with additional public and private park previously dedicated with Annafeld Subdivision, First, Second, Third, Fourth and Fifth Filings.

In addition, the lots within Annafeld Subdivision, Sixth Filing may provide additional funding to complete the park improvements for the previously created public parkland SID. The park improvements shall be in accordance with the City Council approved Annafeld Parks Master Plan. The Subdivider shall prepare all SID documents necessary for creation, and coordinate with the City of Billings Parks and Recreation Department for review and approval. If all park improvements as defined in the Annafeld Parks Master Plan have been completed prior to the creation of this park SID, then this park SID will no longer be required.

The current park maintenance district (PMD 4041) for Annafeld Subdivision, First Filing shall be expanded to include lots with Annafeld Subdivision, Sixth Filing for the perpetual maintenance of the public parkland. The Subdivider shall prepare all park maintenance district

documents necessary for its expansion and coordinate with the City of Billings Parks and Recreation Department for review and approval.

VIII. HOMEOWNER'S ASSOCIATIONS

A homeowner's association (HOA) will be established for this subdivision. The HOA will have the following responsibilities:

A. Contact Information

HOA shall provide contact information of the senior board official to the City Engineering Department upon the establishment of the HOA and/or changing of board members.

B. Stormwater Drainage Facilities

The HOA shall be responsible for the maintenance of the mechanical filtration stormwater manholes. The HOA shall share the cost of maintenance of the community stormwater facilities.

IX. POSTAL DELIVERY

The Subdivider shall provide centralized delivery boxes with sufficient pullout to accommodate a mail carrier vehicle. The location of the boxes shall be reviewed and approved by the United States Postal Service.

X. SOILS/GEOTECHNICAL STUDY

A soils/geotechnical study has been performed for the subdivision by Rimrock Engineering Inc. The report dated January 17, 2025, is available for review at the City of Billings Planning Department. Lot owners and contractors/builders are encouraged to review the report and its recommendations.

XI. PHASING OF IMPROVEMENTS

The Subdivider does not desire to commence development of all lots within the subdivision but does desire to file the approved final plat of Annafeld Subdivision, Sixth Filing, and to sell and convey lots in said subdivision in phases. Improvements for the subdivision are to be developed in three (3) phases. The phases are defined as follows:

Phase I

Phase I improvements shall be constructed utilizing a private contract or an SID. Phase I improvements shall include necessary street and utility improvements adjacent to phase I lots. The lots to be served by Phase I are more particularly described as follows:

Annafeld Subdivision, 6th Filing

Block 22, Lots 15 through 24
Block 27, Lots 4 through 11
Block 33, Lots 25 through 34
Block 34, Lots 1 through 13
Block 35, Lots 19 through 27

Phase II – Opened by November 1, 2030

Phase II improvements shall be constructed utilizing a private contract or an SID. Phase II improvements shall include necessary street and utility improvements adjacent to Phase II lots. The lots to be served by Phase II are more particularly described as follows:

Annafeld Subdivision, 6th Filing

Block 33, Lots 35 through 38
Block 35, Lots 1 through 18

Phase III – Opened by November 1, 2030

Phase III improvements shall be constructed utilizing a private contract or an SID. Phase III improvements shall include necessary street and utility improvements adjacent to phase III lots. The lots to be served by Phase III are more particularly described as follows:

Annafeld Subdivision, 6th Filing

Block 26, Lots 10 through 12
Block 33, Lots 39 through 42
Block 36, Lots 1 through 8

Pursuant to the foregoing agreement, the Subdivider shall execute and record a Declaration of Restriction on Transfers and Conveyances for said

Phase II and Phase III (Attached hereto) to be recorded concurrently with the recording of this agreement. Said declaration notifies all third parties that said lots may not be legally sold, conveyed, or transferred until a release executed by the City of Billings and substantially in the form of Exhibit A attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate substantially in the form of Exhibit B attached hereto has been executed by the Department of Public Works stating that the above conditions have been met, which certificate must accompany any request for a release. By the acceptance and recording of the agreement, the City does hereby authorize the Public Works and Parks and Recreation Departments, Mayor, and City Clerk of the City to review any request for release and to execute such certificates and releases as may be necessary to evidence a release from the restriction against sale, conveyance, and transfer of lots in the subdivision.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install, and construct said required improvements by SID or by private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender or by SID. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XIII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of this agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date Sixth above written.

"SUBDIVIDER" **MCCALL DEVELOPMENT, INC.**

By: _____

Its: President

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 19th day of August, 2025, before me, a Notary Public in and for the State of Montana, personally appeared Greg McCall, known to me to be the president of **MCCALL DEVELOPMENT, INC.** who executed the foregoing instrument and acknowledged to me that he/she executed the same.

VERLEEN K. PARKER NOTARIAL SEAL STATE OF MONTANA

VERLEEN K. PARKER
NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
My Commission Expires June 2, 2027

Verleen K. Parker
Notary Public in and for the State of Montana
Printed Name: Verleen K. Parker
Residing at: Billings, Montana
My commission expires: 6/2/27

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned that is the subject of this waiver is more particularly described as follows:

ANNAFELD SUBDIVISION, SIXTH FILING

SUBDIVIDER/OWNER

MCCALL DEVELOPMENT, INC.

By: _____

Its: President

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 19th day of August, 2025, before me, a Notary Public in and for the State of Montana, personally appeared Greg McCall, known to me to be the person who executed the foregoing instrument as the President of **MCCALL DEVELOPMENT, INC.** and acknowledged to me that he/she executed the same.

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

VERLEEN K. PARKER NOTARIAL SEAL STATE OF MONTANA

VERLEEN K. PARKER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 2, 2027

Verleen K. Parker
Notary Public in and for the State of Montana
Printed Name: Verleen K. Parker
Residing at: Billings, Montana
My commission expires: 6/2/27

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

February 24, 2025

Gary Owen
Sanbel
1300 N Transtech Way
Billings, MT 59102

Dear Applicant/Engineer:

On February 24, 2025, the Billings City Council conditionally approved the preliminary plat of Annafeld Subdivision, 6th Filing, subject to the following conditions of approval:

1. Prior to Final Plat approval, the applicant shall provide names for the streets to the Land Management Coordinator for approval and list these approved street names on the final plat, Subdivision Improvements Agreement (SIA), and other supporting documents.
2. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal, or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, as well as the rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Hunter Kelly at (406) 247-8613 or by email at kellyh@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Annafeld Subdivision, 6th Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property is vacant. Perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. New individual services will be provided to all the lots, and new fire hydrants will be installed as required by the City Fire Department. The water service for this subdivision will consist of new 12-inch water main in Street 1 (temporary name), East Lane and in a portion of St. Peter Lane (north of Street 1 (temporary name)). 8-inch water mains will be installed in the remaining streets in Annafeld Subdivision, Sixth Filing. Any needed extension of those water lines will be installed by the subdivider to meet the requirements of the City of Billings Engineering Department regulations. The subdivider will install all new water lines in the local streets and individual services for each lot in accordance with design standards, specifications, rules, and regulations of the City of Billings Engineering/Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, A, Water.

   Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains. Sanitary sewer service to Annafeld Subdivision, 6th Filing Phase 1 and Phase 3 will be provided by connecting to the existing 8-inch gravity sanitary sewer mains located in Eva Marie Lane, St Peter Lane, and Johanns Meadow Lane. Sanitary sewer service to Annafeld Subdivision, 6th Filing Phase 2 will be provided by connecting to existing sanitary sewer manhole located at the intersection of East Lane and Tun Tavern Road and extending 18-inch sanitary sewer main to the south boundary of Annafeld Subdivision, 6th Filing in East Lane. All new services shall be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, B, Sanitary Sewer.

   Private Utilities will be provided from existing facilities to the subdivision. The private utility facilities will be installed within the Carriage Lane right-of-way and by easements

included on the plat, as requested by the utility companies, to provide routes to the Carriage Lanes.

Stormwater – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

b. **Solid Waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

c. **Streets** – The subdivision will be accessed East Lane, Eva Marie Lane, St Peter Lane, and Johanns Meadow Lane. All of these streets are developed rights of way. All internal streets and carriage streets will be built according to the standards of the City of Billings Public Works Department. Street improvements are included in the Waiver of Right to Protest Future Special Improvement Districts.

The sidewalks will be installed by the respective lot owners on a lot-by-lot basis, as lots develop. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. The developer will also install all ADA required ramps at the intersections within the proposed subdivision. The developer shall construct the 5-foot-wide boulevard sidewalk adjacent to private park (north/east side of Lot 27, Block 35) at the time of private park development. This information is all in the SIA under the heading Transportation.

The proposed roads of this subdivision shall be named with the approval of the Land Management Coordinator, and the approved names shall appear on the Plat, SIA, and supporting documents. **(Condition #1)**

Findings of the Traffic Impact Study:

- Development is 49 single-family lots and 22 townhomes in phase 1 and an additional 15 single-family lots in phase 2 generating a total of 762 average weekday trips in the full buildout.
- Studied intersections were: Mullowney Ln & Midland Rd/S Frontage Rd, South Frontage Rd & East Ln, Elysian Rd & S Frontage Rd, Elysian Rd & East Ln, Elysian Rd & Walter Creek Blvd, and Mullowney Ln & Elysian Rd
- Conclusions and Recommendations:
  - Study intersections are anticipated to operate similarly to existing conditions at the time of full buildout.
  - A northbound right-turn lane is warranted at the Elysian Rd/S Frontage Rd intersection, and a westbound left-turn lane is projected to be warranted at East Ln & S Frontage Rd by 2028. The warranted turn lanes would have little to no impact on capacity operations. These improvements are on

streets under Montana Department of Transportation jurisdiction. The City has sent the information to MDT for consideration and comment.

- Intersection contributions (to be spent at their respective intersection at a future date) are as follows:
  - Mullowney Ln & Midland Rd/S Frontage Rd = $7,875
  - Mullowney Ln & Elysian Rd = $9,360
  - Elysian Rd & East Ln = $4,500
  - Elysian Rd & S Frontage Rd = $3,555
  - S Frontage Rd & East Ln = $1,575

d. **Emergency Services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station, Fire Station #5, is located at 605 S 24th Street West, which is 2.87 road miles, or 6 minutes away. The subdivision is located within the ambulance service area of American Medical Response (AMR).

e. **Schools** – Elysian School (School District #23) provides service to students within this subdivision for elementary and middle school. School District #2 provides service to students within this subdivision for high school (West High School). Elysian School did not respond. School District #2 responded stating West High School is over capacity at this time, with 2176 students attending out of a maximum capacity of 1731 students.

f. **Parks and Recreation** – This subdivision is part of a master planned development. The parkland dedication has been met through the dedication of private park area within Annafeld Subdivision, Sixth Filing and with additional public and private park dedication with Annafeld Subdivision, First, Second, Third, Fourth and Fifth Filings.

g. **Mail Delivery** - The developer shall coordinate with the United States Postal Service to determine the preferred type and location of mail delivery system for this subdivision. **(Condition #2)**

h. **Phasing of Development** – The applicant is proposing to phase this subdivision. There are three (3) phases being proposed. Associated infrastructure for each phase shall be installed in accordance with emergency service standards and City of Billings Public Works standards. Infrastructure installation, phase opening dates, and lots included in each phase are within the SIA.

Phase	Lots	Timeline
Phase 1	Block 22, Lots 15 through 24 Block 27, Lots 4 through 11 Block 33, Lots 25 through 34 Block 34, Lots 1 through 13 Block 35, Lots 19 through 27	Immediately
Phase 2	Block 33, Lots 35 through 38 Block 35, Lots 1 through 18	November 1, 2030

Phase 3	Block 26, Lots 10 through 12 Block 33, Lots 39 through 42 Block 36, Lots 1 through 8	November 1, 2030

3. Effect on the natural environment

The subject property is currently vacant with the proposed use of residential development. The property is not located within a floodplain. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on public health, safety and welfare

There will be no significant impacts to public health, safety and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

> **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired.
>
> **Home Base (healthy, safe and diverse housing options):** Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.
>
> **Essential Investments (relating public and private expenditures to public values):** Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.

Developed parks that provide recreation, special amenities (community gardens, dog parks, viewing areas), and active living opportunities are desirable for an attractive and healthy community.

3. 2023 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2023 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

4. Billings Area Bikeway and Trail Master Plan (BABTMP)

The proposed subdivision is within the jurisdiction of the Billings Area Bikeways and Trail Master Plan. A 5.5-foot-wide bike lane has been identified on the east side of East Lane adjacent to this subdivision. However, the bike lane improvements will not be installed as part of this subdivision. No additional improvements of this nature are anticipated.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act, and the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is located within Annafeld Planned Development zoning. The lot frontages conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

There is a concurrent Annexation Petition (AN-24-05) for the portions of this subdivision still outside city limits.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivider will provide utility easements as requested by private utility companies on the face of the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access is provided to the proposed will be from East Lane, Eva Marie Lane, St Peter Lane, and Johanns Meadow Lane. New internal accesses will provide circulation to individual lots.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Annafeld Subdivision, 6th Filing does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

The Planning Board recommends to City Council that the preliminary plat of Annafeld Subdivision, 6th Filing be conditionally approved and the Findings of Fact adopted as presented in the staff report.

Approved by the Billings City Council, February 24, 2025

William A. Cole

William A. Cole, Mayor

Return to:
Sanbell
1300 North Transtech Way
Billings, MT 59102

DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES

ANNAFELD SUBDIVISION, SIXTH FILING

THIS DECLARATION is made this 19th day of August, 2025, by **MCCALL DEVELOPMENT, INC,** hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of all of the lots in Annafeld Subdivision, Sixth Filing situated in the NW1/4 of Section 19, Township 1 South, Range 26 East, P.M.M., Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

WHEREAS, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvements Agreement dated _____, 20___, to the City of Billings, which Agreement contains restrictions against the sale, conveyance, or transfer of certain lots in the Subdivision until such time as a private contract has been executed providing for the installation and construction of required public improvements; and

WHEREAS, in order to more fully evidence the restriction against sale, conveyance, or transfer, and to give third parties notice of such restrictions, the Declarant desires to execute and record this Declaration of Restrictions.

NOW, THEREFORE, in consideration of these premises, the Declarant, for itself and its successors and assigns, does hereby declare:

1. Except as hereinafter provided, the Declarant does hereby agree and declare that the following described lots shall not be sold,

transferred, or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provisions hereinafter appearing:
Phase II

Lots 35 through 38, Block 33; Lots 1 through 18, Block 35; all in Annafeld Subdivision, Sixth Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (22 lots total).

Phase III

Lots 10 through 12, Block 26; Lots 39 through 42, Block 33; Lot 1 through 8, Block 36; all in Annafeld Subdivision, Sixth Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (15 lots total).

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer, or conveyance of the above-described lots until such time as a private contract or SID has been executed and necessary funding guarantees provided for the construction and installation of those public improvements required under the above-described Subdivision Improvements Agreement which, by reference thereto, is hereby incorporated herein as though fully set forth at this point. It is anticipated, however, that the Declarant will develop Annafeld Subdivision, Sixth Filing in distinct phases, upon providing for the installation and construction of the public improvements necessary to serve the particular phase. In that regard, a release of some but not all the above-described lots may be executed and recorded from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated and of no further force and effect.

3. Upon compliance with the requirements for a private contract or SID specified above, a release for the lot or lots affected thereby shall be executed and recorded by the City of Billings, pursuant to the provisions contained in the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or

acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.

4. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE, OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT THE CITY OF BILLINGS MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.

5. The terms, conditions, and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarant to (a) sell, convey, and transfer all of the above-described lots, or those lots remaining subject to the terms of this Declaration, as one unit or group, to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restrictions herein provided against the sale, transfer, and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer, nor shall the closing under any such sale and purchase agreements occur until such time as a release covering the affected lot has been executed and recorded.

6. The terms and conditions of this Declaration shall run with the land and shall be binding upon and shall inure to the benefit of the Declarant, the City of Billings, and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER" **MCCALL DEVELOPMENT, INC**

By: _____

Its: President

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 19th day of August, 2025, before me, a Notary Public in and for the State of Montana, personally appeared Greg McCall, known to me to be the person who signed the foregoing instrument as the president of **MCCALL DEVELOPMENT, INC** and who acknowledged to me that said company executed the same.

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

VERLEEN K. PARKER NOTARIAL SEAL STATE OF MONTANA

VERLEEN K. PARKER
NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
My Commission Expires June 2, 2027

Verleen K. Parker
Notary Public in and for the State of Montana

Printed name: Verleen K. Parker
Residing at: Billings, Montana
My commission expires: 6/2/27

City Council Regular

Date:	09/22/2025
Title:	Annafeld Subdivision, 7th Filing, Final Major Plat
Presented by:	David Green
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-24-00283

RECOMMENDATION

Staff recommends the City Council approve the final plat of Annafeld Subdivision, 7th Filing.

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

On August 28, 2025, Sanbell Engineering applied for final plat approval for Annafeld Subdivision, 7th Filing. The proposed subdivision creates 92 lots for development. The subject property is generally located south of Farmstead Avenue, west of St George Boulevard and north of Rosemary Road. The property is zoned Planned Development, residential.

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however, nearby property owners may attend the City Council meeting. At this time, the Planning Division has received no public comments or questions regarding the proposed subdivision.

ALTERNATIVES

The City Council may approve or deny the final plat of Annafeld Subdivision, 7th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:

MCA 76-3-611. Review of final plat.

(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:

(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and

(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

Staff finds the final plat meets the criteria outlined in MCA 76-3-611 above and the final plat is in compliance with the requirements of state statutes, conditions of approval and local regulations. City Council should approve the final plat.

FISCAL EFFECTS

The final plat of this subdivision will have no financial impact on the Planning Division.

Attachments

Final Plat
Final SIA
Conditions of approval

PLAT OF

ANNAFELD SUBDIVISION, SEVENTH FILING

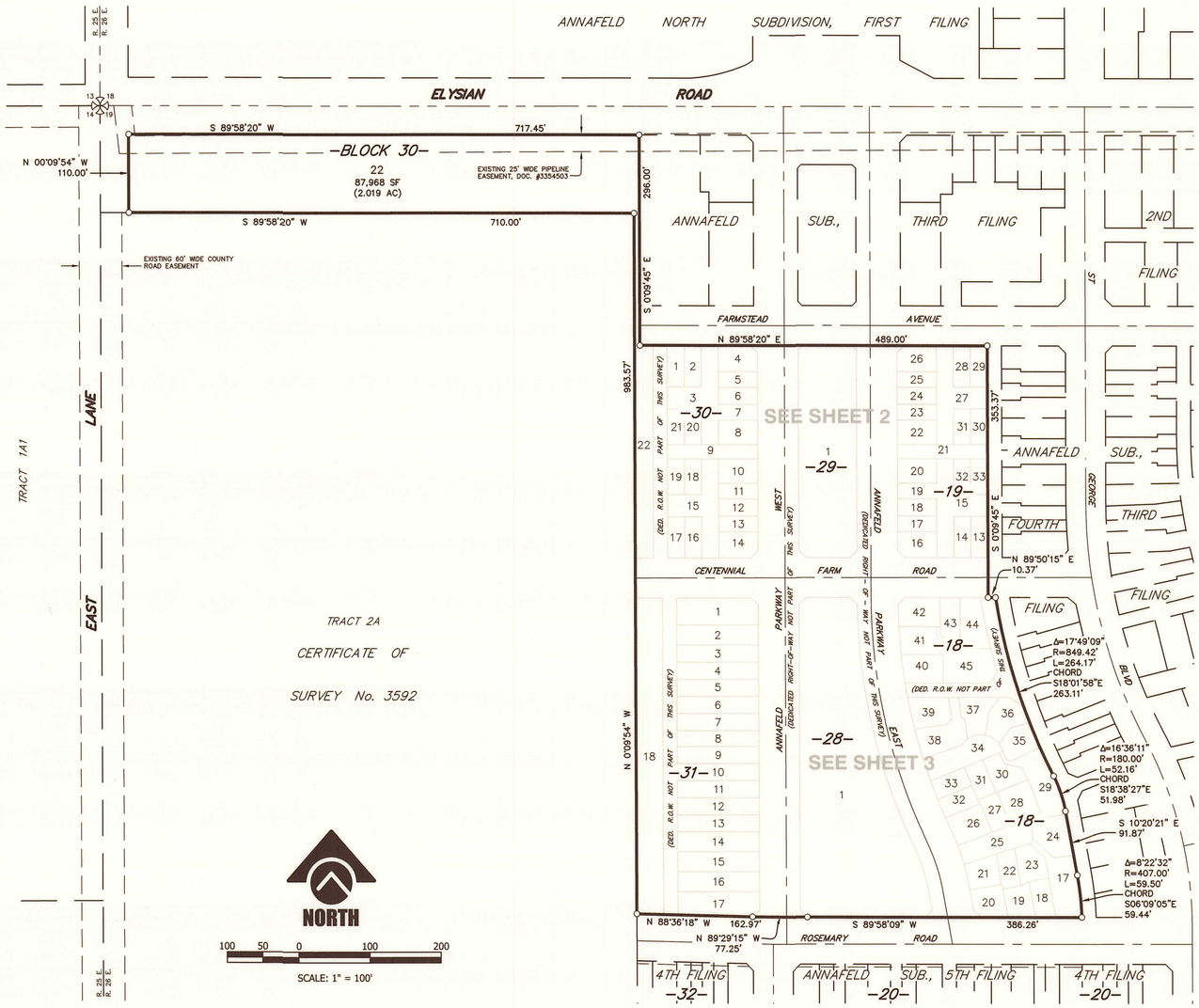
BEING ALL OF BLOCKS 18, 19, 28, 29, 30, & 31 OF ANNAFELD SUBDIVISION, FIFTH FILING, LESS CARRIAGE LANES WITHIN BLOCKS 18, 30, & 31 AND PORTIONS OF DEDICATED ANNAFELD PARKWAY WEST, ANNAFELD PARKWAY EAST, & CENTENNIAL FARM ROAD
SITUATED IN THE NW1/4 OF SECTION 19, T. 1 S., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : McCALL DEVELOPMENT, INC.

APRIL, 2025

PREPARED BY : sanbell

BILLINGS, MONTANA



TRACT 2A

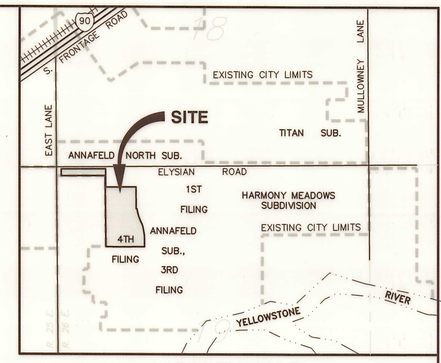
CERTIFICATE OF

SURVEY No. 3592

BASIS OF BEARINGS: PLAT OF ANNAFELD SUBDIVISION, FIFTH FILING

- ○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SANDERSON STEWART", OR AS NOTED.
- □ FOUND MONUMENT BOX
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANBELL"

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.



VICINITY MAP

NOT TO SCALE

AREA DATA

RESIDENTIAL LOTS (86)	6.543 AC
PARK LOTS (6)	2.088 AC
NET AREA	8.631 AC
EXISTING DEDICATED ROADS (not included in this survey)	3.122 AC
GROSS AREA	11.753 AC

NOTICE OF APPROVAL

STATE OF MONTANA)
: ss
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

Date _____ President _____

Executive Secretary _____

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
: ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF ANNAFELD SUBDIVISION, SEVENTH FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this _____ day of _____, 20____.

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76-4-125(1)(d), M.C.A., for divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first-class or second-class municipalities for which the governing body certifies, pursuant to 76-4-127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this ____ day of _____, 20____.

_____
City Engineer's Office

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

_____
Examining Land Surveyor

Date: _____

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

DATED: _____

Reviewed by: _____

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
: ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That McCALL DEVELOPMENT, INC., the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract of land being situated in the NW1/4 of Section 19, T. 1 S., R. 26 E., P.M.M., in the City of Billings and Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Lots 17-45 of Block 18, Lots 13-15 of Block 19, Lot 1 of Block 28, Lot 1 of Block 29, Lots 1-5 of Block 30, & Lots 1-11 of Block 31 of Annafeld Subdivision, Fifth Filing, less adjacent dedicated carriage lanes and portions of Annafeld Parkway West, Annafeld Parkway East, & Centennial Farm Road, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 4077693; and

Including the vacated carriage lane in Block 31 per Resolution No. 25-11269, Document No. 4103988.

The park requirement for this subdivision is being met by the creation of Lot 1 of Block 28 and Lot 1 of Block 29 as Public Park and Lots 25 & 34 of Block 18, Lot 21 of Block 19, and Lot 9 of Block 30 as Private Park as well as previous parklands created with the platting of Annafeld Subdivision, First, Second, Third, Fourth and Fifth Filings.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever.

Said tract to be known and designated as PLAT OF ANNAFELD SUBDIVISION, SEVENTH FILING.

McCALL DEVELOPMENT, INC.

By: Bradley McCall Title: Vice-President

STATE OF MONTANA)
: ss
County of Yellowstone)

This instrument was acknowledged before me on August 29, 2025, by Bradley McCall as Vice-president of McCall Development, Inc.

VERLEEN K. PARKER NOTARY PUBLIC for the State of Montana Residing at Billings, Montana My Commission Expires June 2, 2027
SEAL

Verleen K. Parker
Notary Public in and for the State of Montana

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
: ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of April, 2025, a survey was performed under his supervision of a tract of land to be known as ANNAFELD SUBDIVISION, SEVENTH FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon. The gross area is 11.753 acres (exterior boundary) and the net area is 6.226 acres (Block 18, less existing carriage lane, Block 19, Block 28, Block 29, Block 30, less carriage lane, & Block 31, less carriage lane).

SANBELL

By: Michael Dean Bertram

Montana Registration No. 18972LS

Date August 29, 2025

MONTANA MICHAEL DEAN BERTRAM 18972LS LICENSED PROFESSIONAL LAND SURVEYOR

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No. _____

CONSENT TO PLATTING

Document No. _____

PRIVATE WATER & SEWER SERVICE EASEMENT

Document No. _____

RESERVED FOR CLERK AND RECORDER

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

PLAT OF

ANNAFELD SUBDIVISION, SEVENTH FILING

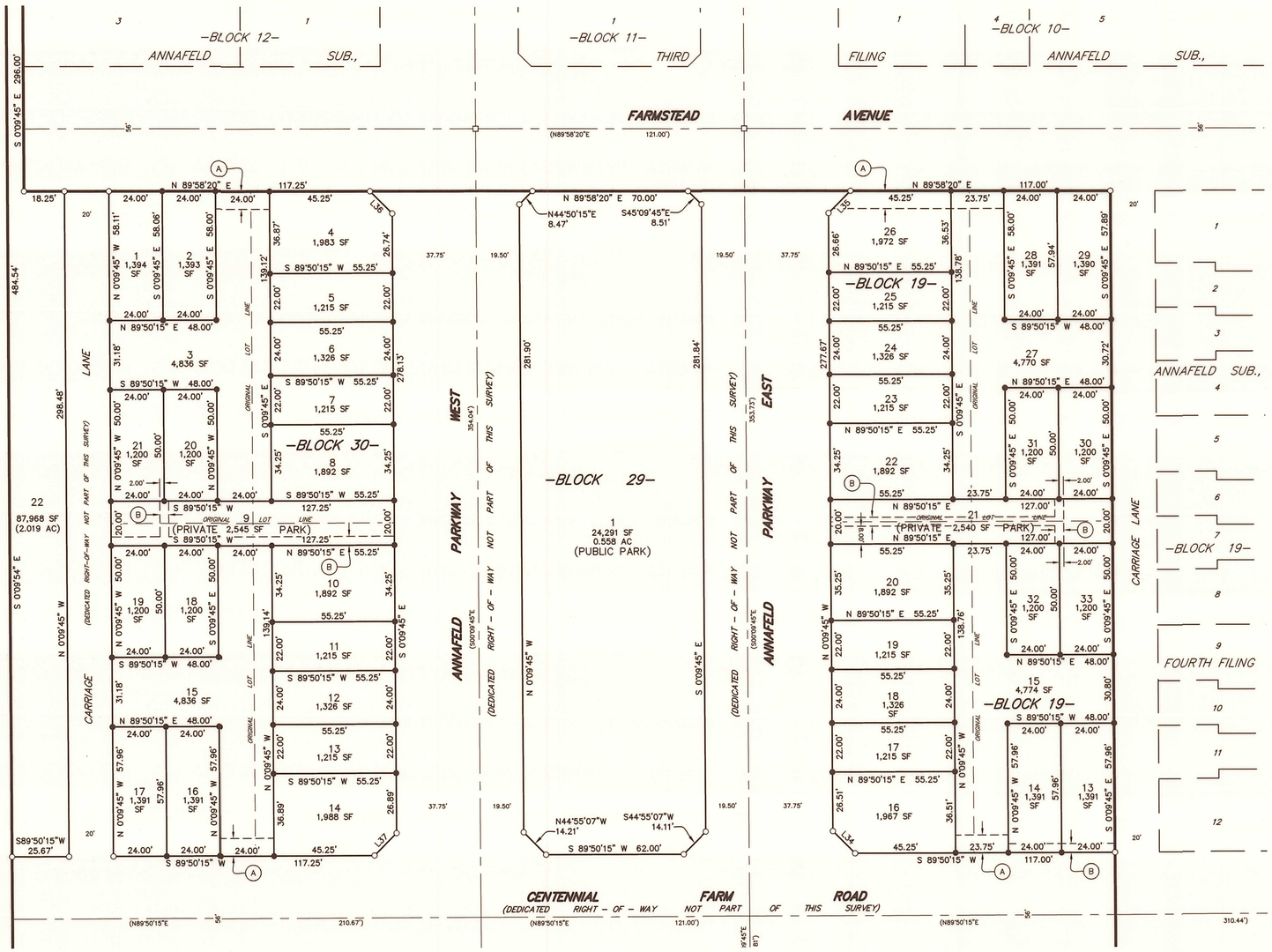
BEING ALL OF BLOCKS 18, 19, 28, 29, 30, & 31 OF ANNAFELD SUBDIVISION, FIFTH FILING, LESS CARRIAGE LANES WITHIN BLOCKS 18, 30, & 31 AND PORTIONS OF DEDICATED ANNAFELD PARKWAY WEST, ANNAFELD PARKWAY EAST, & CENTENNIAL FARM ROAD
SITUATED IN THE NW1/4 OF SECTION 19, T. 1 S., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

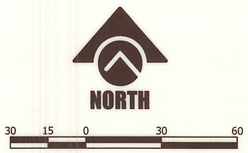
PREPARED FOR : McCALL DEVELOPMENT, INC.

APRIL, 2025

PREPARED BY : sanbell

BILLINGS, MONTANA





BASIS OF BEARINGS: PLAT OF ANNAFELD SUBDIVISION, FIFTH FILING

- ○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SANDERSON STEWART", OR AS NOTED.
- □ FOUND MONUMENT BOX
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANBELL"
- (A) NEW 8' WIDE PRIVATE UTILITY EASEMENT
- (B) NEW 4' WIDE PRIVATE UTILITY EASEMENT

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

LOT CURVE TABLE			
Curve #	Delta	Radius	Length
C1	8°01'59"	45.53'	6.38'
C2	2°24'17"	292.75'	12.29'
C3	15°22'27"	32.50'	8.72'

LOT LINE TABLE					
Line #	Bearing	Distance	Line #	Bearing	Distance
L1	S 61°46'04" W	12.63'	L20	S 54°45'52" E	24.45'
L2	N 50°01'52" W	15.32'	L21	S 36°37'15" W	24.57'
L3	N 10°01'51" W	28.88'	L22	S 09°58'48" W	33.75'
L4	N 18°50'45" W	6.53'	L23	N 08°31'46" W	27.85'
L5	N 10°01'51" W	5.93'	L24	N 63°05'34" W	4.97'
L6	S 67°42'39" W	9.75'	L25	N 08°31'46" W	28.40'
L7	N 23°55'08" W	30.55'	L26	S 44°36'02" W	10.83'
L8	N 21°23'58" W	7.59'	L27	S 00°09'45" E	21.87'
L9	N 21°23'58" W	6.00'	L28	S 45°09'45" E	5.66'
L10	N 23°55'08" W	2.95'	L29	N 00°09'45" W	13.13'
L11	N 37°03'16" W	6.20'	L30	N 89°50'15" E	5.00'
L12	S 78°40'21" E	25.04'	L31	N 44°37'20" E	14.09'
L13	S 22°17'21" E	16.99'	L32	N 45°09'45" W	5.66'
L14	S 67°42'39" W	5.00'	L33	N 00°09'45" W	16.00'
L15	N 22°17'21" W	13.11'	L34	N 45°09'47" W	14.14'
L16	N 78°40'21" W	7.21'	L35	N 44°54'19" E	14.13'
L17	N 22°17'21" W	16.39'	L36	S 45°05'43" E	14.16'
L18	S 36°37'15" W	27.60'	L37	S 44°50'15" W	14.14'
L19	S 74°14'40" W	27.84'			

RADIAL LINE TABLE	
Line #	Bearing
R1	S 73°56'00" W
R2	S 68°29'09" W
R3	N 67°57'53" E
R4	N 70°04'12" E
R5	S 52°20'12" W
R6	S 10°59'00" W
R7	S 34°20'22" E
R8	S 56°53'04" E
R9	N 72°30'50" E
R10	N 75°46'29" E
R11	N 79°11'56" E
R12	N 80°43'29" E
R13	N 83°45'45" E
R14	N 86°42'14" E
R15	N 89°01'53" E
R16	N 89°05'16" E
R17	N 81°05'41" E
R18	N 80°52'36" E
R19	N 76°15'45" E
R20	N 73°58'30" E
R21	N 70°07'41" E
R22	N 68°35'50" E
R23	N 66°04'52" E
R24	N 83°59'40" W
R25	N 75°57'41" W
R26	S 88°02'10" W

RESERVED FOR CLERK AND RECORDER

16001_165_ANNAFELD_7TH_FP.DWG 16001.165 8/25/25 MDB

PLAT OF

ANNAFELD SUBDIVISION, SEVENTH FILING

BEING ALL OF BLOCKS 18, 19, 28, 29, 30, & 31 OF ANNAFELD SUBDIVISION, FIFTH FILING, LESS CARRIAGE LANES WITHIN BLOCKS 18, 30, & 31 AND PORTIONS OF DEDICATED ANNAFELD PARKWAY WEST, ANNAFELD PARKWAY EAST, & CENTENNIAL FARM ROAD
SITUATED IN THE NW1/4 OF SECTION 19, T. 1 S., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : McCALL DEVELOPMENT, INC.

APRIL, 2025

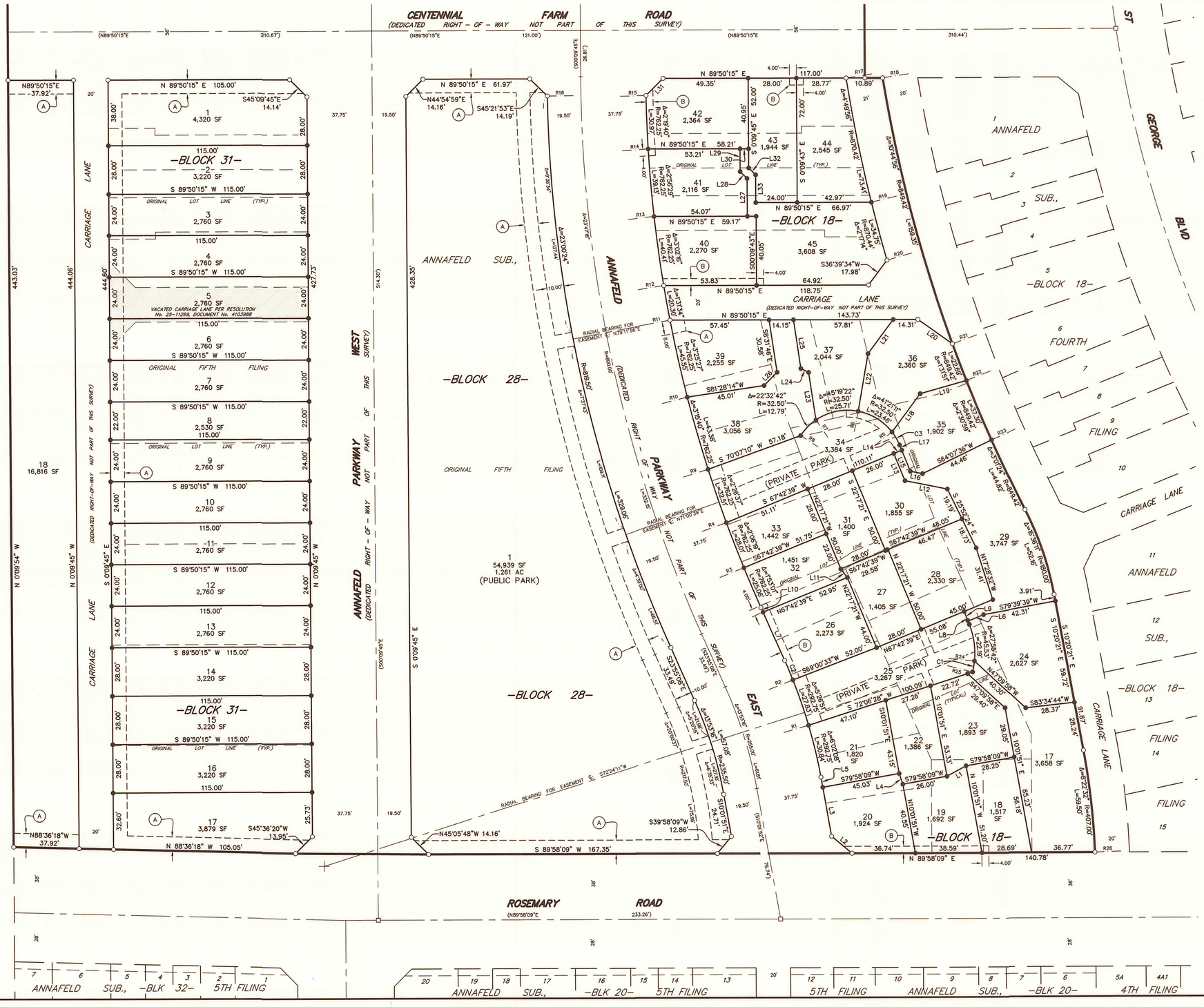
PREPARED BY : sanbell

BILLINGS, MONTANA

NORTH

30 15 0 30 60

SCALE: 1" = 30'



LOT CURVE TABLE			
Curve #	Delta	Radius	Length
C1	8°01'59"	45.53'	6.38'
C2	2°24'17"	292.75'	12.29'
C3	15°22'27"	32.50'	8.72'

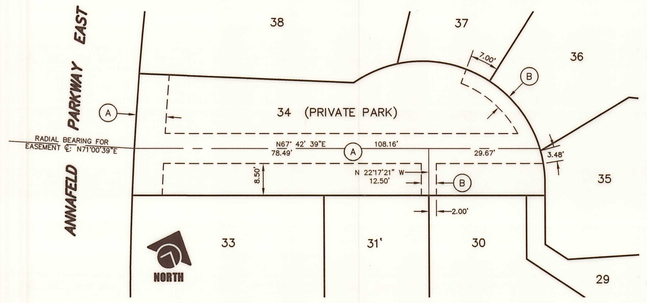
LOT LINE TABLE					
Line #	Bearing	Distance	Line #	Bearing	Distance
L1	S 61°46'04" W	12.63'	L20	S 54°45'52" E	24.45'
L2	N 50°01'52" W	15.32'	L21	S 36°37'15" W	24.57'
L3	N 10°01'51" W	28.88'	L22	S 09°58'48" W	33.75'
L4	N 18°50'45" W	6.53'	L23	N 08°31'46" W	27.85'
L5	N 10°01'51" W	5.93'	L24	N 63°05'34" W	4.97'
L6	S 67°42'39" W	9.75'	L25	N 08°31'46" W	28.40'
L7	N 23°55'08" W	30.55'	L26	S 44°36'02" W	10.83'
L8	N 21°23'58" W	7.59'	L27	S 00°09'45" E	21.87'
L9	N 21°23'58" W	6.00'	L28	S 45°09'45" E	5.66'
L10	N 23°55'08" W	2.95'	L29	N 00°09'45" W	13.13'
L11	N 37°03'16" W	6.20'	L30	N 89°50'15" E	5.00'
L12	S 78°40'21" E	25.04'	L31	N 44°37'20" E	14.09'
L13	S 22°17'21" E	16.99'	L32	N 45°09'45" W	5.66'
L14	S 67°42'39" W	5.00'	L33	N 00°09'45" W	16.00'
L15	N 22°17'21" W	13.11'	L34	N 45°09'47" W	14.14'
L16	N 78°40'21" W	7.21'	L35	N 44°54'19" E	14.13'
L17	N 22°17'21" W	16.39'	L36	S 45°05'43" E	14.16'
L18	S 36°37'15" W	27.60'	L37	S 44°50'15" W	14.14'
L19	S 74°14'40" W	27.84'			

RADIAL LINE TABLE	
Line #	Bearing
R1	S 73°56'00" W
R2	S 68°29'09" W
R3	N 67°57'53" E
R4	N 70°04'12" E
R5	S 52°20'12" W
R6	S 10°59'00" W
R7	S 34°20'22" E
R8	S 56°53'04" E
R9	N 72°30'50" E
R10	N 75°46'29" E
R11	N 79°11'56" E
R12	N 80°43'29" E
R13	N 83°45'45" E
R14	N 86°42'14" E
R15	N 89°01'53" E
R16	N 89°05'16" E
R17	N 81°05'41" E
R18	N 80°52'36" E
R19	N 76°15'45" E
R20	N 73°58'30" E
R21	N 70°07'41" E
R22	N 68°35'50" E
R23	N 66°04'52" E
R24	N 83°59'40" W
R25	N 75°57'41" W
R26	S 88°02'10" W

BASIS OF BEARINGS: PLAT OF ANNAFELD SUBDIVISION, FIFTH FILING

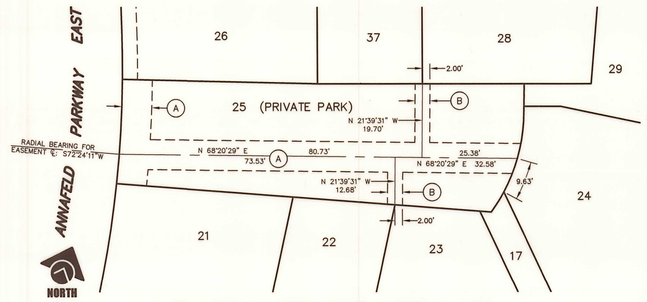
- ○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SANDERSON STEWART", OR AS NOTED.
- □ FOUND MONUMENT BOX
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANBELL"
- (A) NEW 8' WIDE PRIVATE UTILITY EASEMENT
- (B) NEW 4' WIDE PRIVATE UTILITY EASEMENT

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.



UTILITY EASEMENT DETAIL #1

SCALE: 1"=20'



UTILITY EASEMENT DETAIL #2

SCALE: 1"=20'

RESERVED FOR CLERK AND RECORDER

CERTIFICATE OF SURVEY NO. 3592

16001_165_ANNAFELD_7TH_FP.DWG 16001.165 8/25/25 MDB

Return to:
Sanbell
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS ANNAFELD SUBDIVISION, SEVENTH FILING

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WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS WAIVER-1

Return to:
Sanbell
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS ANNAFELD SUBDIVISION, SEVENTH FILING

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **MCCALL DEVELOPMENT, INC.**, whose address for the purpose of this agreement is 1536 Mullowney Lane, Suite 100; Billings, Montana 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of Annafeld Subdivision, Seventh Filing located in Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the 25th day of March, 2025, the Board of Planning recommended conditional approval of a preliminary plat of Annafeld Subdivision, Seventh Filing; and

WHEREAS, at a regular meeting conducted on the 28th day of April, 2025, the City Council conditionally approved a preliminary plat of Annafeld Subdivision, Seventh Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to Annafeld Subdivision, Seventh Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of

Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

None requested

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within five years, the City has the right to construct the sidewalk and assess the property owners.

B. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

C. Lot owners should be aware that this subdivision is built with a "traditional neighborhood" design. The single-family dwellings will have the garage set in the rear of the lots. The access will be provided to the garages by means of a paved Carriage Lane.

D. Lot owners should be aware that this subdivision is zoned "Planned Development" (PD). Special zoning regulations regarding lot development will be enforced in accordance with the Amended Planned Development Agreement recorded at the Yellowstone County Clerk and Recorders Office under Document No. 3826023.

E. Lot owners should be aware that this subdivision is adjacent to wildlife habitat. Consequently, owners are advised that wildlife indigenous to the area is found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising there from is the responsibility of the lot owners.

F. No water rights have been transferred to the individual lot owners but may be held by the Subdivider and/or the homeowners association. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners without the permission of the controlling ditch company.

G. Lot owners should be aware they may be required to participate in a park maintenance district administered by the homeowners' association for Annafeld Subdivision, Seventh Filing.

H. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28-201, BMCC and detailed in the City of Billings *Stormwater Management Manual.*

I. Lot owners should be aware that Hogan's Slough adjacent to the subdivision is a major stormwater outfall for Billings west end. There is a possibility that the slough could overtop during a major storm event. Based upon the existing topography near Hogan's Slough and the Elysian Road Bridge, it is anticipated that the channel would overtop northeast of Elysian Road and flow east prior to overtopping Elysian Road. There is the possibility however that Elysian Road could be overtopped during a major storm event. If that occurs, flows not carried within the Hogan's Slough channel would be carried within the subdivision streets. The elevation of residential dwellings and commercial structures must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm. Higher house finished floor elevations may be required on a lot-by-lot basis.

J. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual.*

III. TRANSPORTATION

A. Streets

1. All internal access roads and site improvements within the subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the *Stormwater Management Manual*, and other applicable City codes, rules, and regulations.

2. All internal streets (excluding Annafeld Parkway East and Annafeld Parkway West) within the subdivision shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All public roads will be built to provide a 34-foot back-to-back curb street width. The design cross-sections of said streets shall be submitted to, and approved by, the City of Billings Public Works Department. The street improvements will be completed by private contract or SID.

3. Annafeld Parkway East and Annafeld Parkway West will be designed for one-way traffic with 45-degree turn-in parking on one side of the drive aisle and parallel parking on the other side. Total width of Annafeld Parkway East and West will be 45.25-feet back of curb to back of curb. Each street will consist of 8.5-feet width for parallel parking space, 20-foot-wide drive aisle and 16.75-foot width for the 45-degree turn-in parking. The street shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. The design cross-section of said street shall be submitted to, and approved by, the City of Billings Public Works Department. The street improvements will be completed by private contract or SID.

4. At the time of this Filing, Phase IV of Harmony Meadows Subdivision, Second Filing has not been constructed. Therefore, a physical connection between Annafeld Subdivision and Harmony Meadows Subdivision cannot be made. Furthermore, even if the Story Road connection were constructed, the traffic generated from Annafeld Subdivision, Seventh Filing would be unlikely to utilize Story Road based on proximity to East Lane and Elysian Road and the land uses that are currently in Harmony Meadows Subdivision. Therefore, a detailed traffic impact analysis of the Story Road connection to Harmony Meadows Subdivision is not required for this Filing of Annafeld Subdivision.

   The Subdivider agrees to contribute up to 50 percent of the cost for design, permitting, and construction of the Hogan's Slough crossing on Story Road by a cash contribution or by SID. If the cash contribution is not sufficient to cover 50 percent of the crossing costs at the time of construction, the City retains the right to create a SID to recover additional design and construction costs.

   The timing of the contribution or SID for the Hogan's Slough crossing on Story Road shall be made at the earlier of the following:

   I. At the time an Annafeld Subdivision Traffic Impact Study recommends the Story Road connection be completed.
   II. At the commencement of construction of Phase IV improvements for Harmony Meadows Subdivision, 2nd Filing.
   III. Prior to final plat approval of the final filing of Annafeld Subdivision.

5. A traffic accessibility study update has been completed for Annafeld Subdivision, Seventh Filing. The traffic accessibility study identified required intersection improvement contributions attributable to Annafeld Subdivision, Seventh Filing. However, Annafeld Subdivision Seventh Filing was previously included as Annafeld

Subdivision, Fifth Filing, Phase 2 and intersection contributions were previously paid to the City of Billings for Fifth Filing Phase 2 by the Subdivider. Based on the analysis in the traffic accessibility study, the intersection contribution previously made for Annafeld Subdivision, Fifth Filing Phase 2 is adequate for the impacts required for Annafeld Subdivision, Seventh Filing. No additional intersection contributions are required for Annafeld Subdivision, Seventh Filing.

B. Carriage Lanes

All Carriage Lanes within the subdivision shall be built to grade with a satisfactory subbase, base course, and asphalt surface or concrete surface. All Carriage Lane approaches constructed with asphalt shall be replaced with concrete by the Subdivider at the time when home construction is complete. In the event asphalt approaches within the subdivision are not replaced with concrete within three years of the date of recording of the final plat, the City may construct the concrete approaches and assess the Subdivider for the costs associated with the approach construction. Carriage Lane pavement widths shall be 12-feet. The design cross-sections of said Carriage Lanes shall be submitted to, and approved by, the City of Billings Public Works Department. No trees are allowed to be planted in the Carriage Lane. In addition, no shrubs taller than two feet are allowed to be planted in Carriage Lanes. The existing Carriage Lane constructed with Annafeld Fourth Filing to the west of existing Lots 1 through 5, Block 18 will be widened to a 33-foot drive aisle along the frontage adjacent to Lots 41 through 45, Block 18 to provide emergency vehicle access.

C. Sidewalks

Subdivider shall install handicap access ramps at the time of lot development, where necessary. Construction of sidewalks along frontage of the lots shall be installed by the lot owner at the time of lot development. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. Developer shall construct a 5-foot-wide boulevard sidewalk adjacent to right of way for private parks on Lot 1, Block 28 (north, east and west); Lot 1, Block 29; Lots 25 and 34,

Block 18; Lot 21, Block 19 and Lot 9, Block 30 at the time of private park development.

D. Street Lighting

Street lighting is required for this subdivision. It is anticipated that street lighting will be installed for Seventh Filing by private contract or SID. A Street Light Maintenance District will be created for operation and maintenance of the lighting at a future date and is included in the waiver of right to protest.

E. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

F. Access

Access to the subdivision will be provided by Farmstead Avenue, Centennial Farm Road, and Rosemary Road. Access to residential lots will be provided by public right of way (street and carriage Lane) and/or private parks within the subdivision.

G. Billings Area Bikeway and Trail Master Plan

A multi-use trail has been constructed along the south boundary of Elysian Road. Said multi-use trail extends from the east boundary of the subdivision to the easterly right-of-way line of East Lane.

In addition, a 10-foot-wide multi-use path will be provided on the north side of Rosemary Road (adjacent to Lots 17-20, Block 18; Lot 1, Block 28; and Lot 17 Block 31). Construction of this 10-foot-wide multi-use path will occur at the time of lot and private park development. No additional trail improvements will be required as part of this subdivision.

H. Public Transit

There are no MET Transit routes that service this subdivision at this time. The nearest established route is at the intersection of Midland Road and Mullowney Lane. No improvements with regard to MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICE

A. Fire Hydrants

Emergency service will be provided by the City. Placement of fire hydrants will be as required by the City of Billings Fire Department.

B. Construction of Buildings

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150-feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-foot-wide.
- An operational fire hydrant shall be located within 600-feet of the furthest portion of a residence under construction, or within 400-feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

C. **Building Location**

All buildings shall be located on each lot so that the furthest portion of each building is within 150-feet from an approved fire department access road over an approved route excluding all carriage lanes.

V. STORM DRAINAGE

A. A stormwater management plan shall be submitted to the Engineering Division prior to final plat approval. The storm drainage system for Annafeld Subdivision, Seventh Filing will consist of a curb and gutter surface collection and curb inlets that drain into storm drainage piping, as well as surface conveyance. The storm drain piping will discharge into existing storm drain piping and to an existing mechanical stormwater filtration manhole, then into Hogan's Slough. All drainage improvements shall comply with the provisions of the City of Billings *Stormwater Management Manual* and Chapter 28, BMCC.

B. The mechanical stormwater filtration manholes are existing, and associated improvements are privately owned and maintained by the HOA. Annafeld Subdivision, Seventh Filing will be included in the HOA that is responsible to maintain these facilities. O&M requirements and HOA maintenance and fiscal responsibilities have been outlined within the Annafeld Subdivision, First Filing I O&M Manual.

C. Hogan's Slough adjacent to the subdivision is a major stormwater outfall for Billings west end. There is a possibility that the slough could overtop during a major storm event. Based upon the existing topography near Hogan's Slough and the Elysian Road Bridge, it is anticipated that the channel would overtop northeast of Elysian Road and flow east prior to overtopping Elysian Road. There is the possibility however that Elysian Road could be overtopped during a major storm event. If that occurs, flows not carried within the Hogan's Slough channel would be carried within the subdivision streets. The elevation of residential dwellings and commercial structures must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm.

D. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the City of Billings *Stormwater Management Manual.*

E. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual.*

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department - Engineering Division. The extension of/connection to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Subdivider/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of, and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The Annafeld Subdivision water system consists of a series of looped water mains located in each of the local streets. The subdivision water system will consist of new 8-inch water main all

streets within Annafeld Subdivision, Seventh Filing. Future filings of the Annafeld Planned Development will provide the opportunity to make additional connections to the trunk main in Elysian Road providing water main looping.

B. Sanitary Sewer

Sanitary sewer service to Annafeld Sub., Seventh Filing will be provided by connecting to the existing 8-inch gravity sewer main located in Rosemary Road at Annafeld Parkway East and Annafeld Parkway West. There is an existing 10-inch sewer main located in Centennial Farm Road, from St. George Boulevard to Annafeld Parkway E., and extends north in Annafeld Parkway E. to Farmstead Avenue. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

Private utility facilities currently exist to serve the subdivision. The private utility facilities will be installed within the Carriage Lane right-of-way and by easements included on the plat, as requested by the utility companies, to provide routes to the Carriage Lanes.

VII. PARKS/OPEN SPACE

The subdivision lies within a planned unit development that provides for land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development, per 76-3-621(6)(a) of the Montana Code Annotated. The park and open space within the Annafeld Planned Unit Development Master Plan meets or exceeds the 0.455 acres (11% of net lot area, Seventh Filing) of dedication required under section 76-3-621(1), MCA. The public park dedication is 1.819 acres and the private park dedication is 0.269 acres. Making the total park dedication within Seventh Filing 2.088 acres. The Subdivider and City agree that the parkland dedication has been met through the dedication of public and private park area within Annafeld Subdivision, Seventh Filing. In addition, with previous filings of Annafeld Subdivision more public and private parkland dedication has been

provided than has been required. The public parks will be developed by private contract or S.I.D.

A park masterplan for the public park areas with Annafeld Subdivision, 7th Filing will be prepared by the Subdivider for review and approval by the City of Billings Parks and Recreation Department. The park masterplan will define the improvements and timing of construction of the park improvements.

In addition, the lots within Annafeld Subdivision, Seventh Filing may provide additional funding to complete the park improvements for the previously created public parkland SID. The park improvements shall be in accordance with the City Council approved Annafeld Parks Master Plan. The Subdivider shall prepare all SID documents necessary for creation, and coordinate with the City of Billings Parks and Recreation Department for review and approval. If all park improvements as defined in the Annafeld Parks Master Plan have been completed prior to the creation of this park SID, then this park SID will no longer be required.

The current park maintenance district (PMD 4041) for Annafeld Subdivision, First Filing shall be expanded to include lots with Annafeld Subdivision, Seventh Filing for the perpetual maintenance of the public parkland. The Subdivider shall prepare all park maintenance district documents necessary for its expansion and coordinate with the City of Billings Parks and Recreation Department for review and approval.

VIII. HOMEOWNER'S ASSOCIATIONS

A homeowner's association (HOA) will be established for this subdivision. The HOA will have the following responsibilities:

A. Contact Information

HOA shall provide contact information of the senior board official to the City Engineering Department upon the establishment of the HOA and/or changing of board members.

B. Stormwater Drainage Facilities

The HOA shall be responsible for the maintenance of the mechanical filtration stormwater manholes. The HOA shall share the cost of maintenance of the community stormwater facilities.

IX. POSTAL DELIVERY

The Subdivider has provided permanent mail delivery with centralized delivery boxes within the subdivision, currently located at 1625 Annafeld Parkway East, Suite 101. The Subdivider previously coordinated the permanent mail delivery location with the United States Post Office for the entire Annafeld Subdivision. It is anticipated that mail delivery for Seventh Filing will also occur at this location.

X. SOILS/GEOTECHNICAL STUDY

A soils/geotechnical study has been performed for Annafeld Subdivision, Seventh Filing (originally being Annafeld Subdivision, Fifth Filing Phase 2) by Rimrock Engineering Inc. dated February 22, 2023, and is available for review at the City of Billings Planning Department. Annafeld Subdivision, Seventh Filing consists of Lot owners and contractors/builders are encouraged to review the report and its recommendations.

XI. PHASING OF IMPROVEMENTS

Phasing is not being proposed with this subdivision.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install, and construct said required improvements by SID or by private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender or by SID. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XIII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of this agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date Seventh above written.

"SUBDIVIDER"

MCCALL DEVELOPMENT, INC.

By: _____

Its: Vice-President

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 29th day of August, 2025, before me, a Notary Public in and for the State of Montana, personally appeared Bradley McCall, known to me to be the vice-president of **MCCALL DEVELOPMENT, INC.** who executed the foregoing instrument and acknowledged to me that he/she executed the same.

VERLEEN K. PARKER NOTARIAL SEAL STATE OF MONTANA

VERLEEN K. PARKER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 2, 2027

Verleen K. Parker

Notary Public in and for the State of Montana
Printed Name: Verleen K. Parker
Residing at: Billings, MT
My commission expires: 6/2/27

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned that is the subject of this waiver is more particularly described as follows:

ANNAFELD SUBDIVISION, SEVENTH FILING

SUBDIVIDER/OWNER

MCCALL DEVELOPMENT, INC.

By: _____

Its: Vice-President

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 29th day of August, 2025, before me, a Notary Public in and for the State of Montana, personally appeared Bradley _____, known to me to be the person who executed the foregoing instrument as the _____ of **MCCALL DEVELOPMENT, INC.** and acknowledged to me that he/she executed the same.

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

Verleen K. Parker
Notary Public in and for the State of Montana

Printed Name: Verleen K. Parker
Residing at: Billings, MT
My commission expires: 6/2/27

VERLEEN K. PARKER NOTARIAL SEAL STATE OF MONTANA

VERLEEN K. PARKER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 2, 2027

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

April 28, 2025

Gary Owen
Sanbel
1300 N Transtech Way
Billings, MT 59102

Dear Applicant/Engineer:

On April 28, 2025, the Billings City Council conditionally approved the preliminary plat of Annafeld Subdivision, 7th Filing, subject to the following conditions of approval:

1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal, or Public Works Department to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, as well as the rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

City Council Regular

Date:	09/22/2025
Title:	SBBURD - Resolution of Intent to Expand the District and Set Public Hearing Date
Presented by:	Wyeth Friday
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Yes
Project Number:	NA

RECOMMENDATION

City staff recommends the City Council adopt a resolution of intent to expand the boundaries of the South Billings Boulevard Urban Renewal District (SBBURD). The attached resolution declares the Council's intention to modify the district, including tax increment authority, describes the property involved and the blighted conditions, sets a public hearing for October 27, 2025, and directs staff to make the necessary public notifications.

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

The existing SBBURD boundary may be modified by ordinance in accordance with the procedure described in M.C.A. § 7-15-4221. City Council at its September 2, 2025 Work Session directed staff to move forward with the process to expand the SBBURD. The SBURA Board supports the expansion of the SBBURD by the City. Acting on a resolution of intent to expand the District is the first formal step for the City Council to move the process forward.

The District was formed and amended in 2008, the Urban Renewal Plan for the District was amended in 2019, and the District was expanded in 2021, adding 5 new properties to the boundary. While expanding urban renewal districts is not common, it is a tool available to communities under the urban renewal laws, and Billings has most recently used the tool in the SBBURD with a minor expansion in 2021. The process mirrors the process to create a district, with Council taking action on a resolution of intent to expand the District, updating the Urban Renewal Plan, notification of property owners both within the existing SBBURD boundary and the area to be included in the expansion, Planning Board review of expansion, legal notice of public hearing, and final Council action to expand the District.

Based on an analysis by City staff and Pioneer Technical Services completed in August 2025, it was found that properties within the proposed 903-acre expansion area (See Report with Map attached) have qualifying conditions per MCA 7-15-4202 and 7-15-4206 (2), that the area requires public infrastructure improvements, and the expansion area could benefit from program recommendations in the currently adopted SBBURD Urban Renewal Plan.

DETERMINATION OF BLIGHT

As described above, the proposed SBBURD Expansion area contains a number of underdeveloped properties and areas lacking complete infrastructure. The Council previously determined that the property included in the SBBURD was "blighted" in its adoption of Ordinance #08-5462, Ordinance #08-5484, Ordinance #19-5725, and Ordinance #21-5765 that (a) created the SBBURD originally, amended the urban renewal plan, and expanded the SBBURD. Deficiencies in public and private properties located in the district led to a determination of blight, as defined by state statute. As cited in the attached Review of Conditions that Contribute to Blight report completed in August 2025, the proposed expansion area meets several definitions of blight: Deficient Structures - buildings, street infrastructure, water and sewer infrastructure, stormwater infrastructure; Deficient Land Use - surface storage lots, vacant lots. The City desires to improve the quality of land use, city infrastructure and economic development potential of these properties by including them in the SBBURD to construct needed public infrastructure improvements, grow the tax base, stimulate commercial development, and further implement the visions of the SBBURD Urban Renewal Plan.

PROCEDURAL HISTORY

- On September 2, 2025, the Council heard a presentation on expansion of the SBBURD and directed staff to move the process forward.
- On August 4 the South Billings Urban Renewal Association (SBURA) heard an update on the plans to expand the District.
- On October 14, the Yellowstone County Board of Planning is scheduled to act affirmatively on a recommendation to the City Council as to the SBBURD expansion's consistency with the 2016 City of Billings Growth Policy.

- On October 9, a Community Information Meeting is scheduled to inform property owners in the SBBURD, in the proposed expansion area, and for the community in general of the plans to expand the District.
- If the City Council approves the Resolution of Intent to Modify the District, Declare Blight, and set a public hearing date at its September 22nd meeting, the Council will conduct a public hearing on October 27 and conduct a first reading on an ordinance to expand the SBBURD.
- If the City Council approves the ordinance modifying the SBBURD on first reading on October 27, the Council will conduct a second reading of the ordinance on November 10. The ordinance will take effect 30 days after second reading on December 10.

Conformance with the City of Billings 2016 Growth Policy is one requirement for expanding an urban renewal district. Growth Policy conformance is outlined in Section 2 of the Review of Conditions that Contribute to Blight report attached to this memo. Further, the Yellowstone County Board of Planning is scheduled to provide a recommendation to the City Council on the proposed SBBURD expansion's conformance with the 2016 Growth Policy at its October 14 meeting.

STAKEHOLDERS

The Billings community as a whole, property owners within the proposed expansion area and those within the current SBBURD are all stakeholders in this process. Additional significant stakeholders are Yellowstone County, Billings School District #2, and Elysian School District, all as taxing jurisdictions. City staff has been in contact with all of the taxing jurisdictions. So far, Yellowstone County has been the only jurisdiction that expressed a lack of support for the expansion of the SBBURD due to possible impacts to County property tax revenue during the life of the District. The Yellowstone County Commission was encouraged to provide written or spoken testimony as to its position on the expansion to the City Council at any time during this process. However, City staff told the Commission we would share the concerns with Council in the process.

The owners of the properties to be included in the expanded SBBURD area, those within the existing SBBURD, Yellowstone County, Billings School District #2, and Elysian School District will all be notified via postcard of the Community Information Meeting on October 9 and the Council Public Hearing on October 27. Notification of the public hearing by the City Council on October 27 will also be properly advertised in the *Yellowstone County News.*

ALTERNATIVES

City Council may:

- Approve the resolution of intent to expand the SBBURD; or
- Not approve the resolution of intent to expand the SBBURD; or
- Modify the proposed expansion boundary of the SBBURD and adopt the resolution of intent.

FISCAL EFFECTS

The exact financial impact of modifying the SBBURD is unknown. There is some cost associated with the consultant help for City staff on the expansion process, which is estimated at about $25,000. However, the real benefit of this effort is the purpose of an urban renewal and tax increment district, which is for the public to invest in infrastructure and improvements to thereby encourage private investment that increases the taxable value in the District and leaves all taxing jurisdictions and the community better off in the future that they would have been if the District never existed. In other words, without the public investment, it is assumed the private investment would not occur, thus there is no "loss" of taxes from freezing the taxable value base because all taxing entities continue to collect taxes on the base value as it is today and, ultimately, realize an increase in revenue in the future.

Attachments

Resolution of Intent to Expand the SBBURD
Review of Conditions that Contribute to Blight

RESOLUTION NO _____

A RESOLUTION DECLARING THE CITY COUNCIL INTENT TO EXPAND THE SOUTH BILLINGS BOULEVARD URBAN RENEWAL DISTRICT (SBBURD) WITH TAX INCREMENT AUTHORITY; DECLARING THE EXISTENCE OF BLIGHT WITHIN EXPANSION AREA OF THE SOUTH BILLINGS BOULEVARD URBAN RENEWAL DISTRICT; SETTING A PUBLIC HEARING DATE; AND REQUIRING PUBLICATION AND MAILING OF THE NOTICE OF HEARING

WHEREAS, under the provision of Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act"), the City of Billings, Montana (the "City") is authorized, among other things, to identify and declare an area as containing blight with the intention of eliminating it through urban renewal; and

WHEREAS, the City is authorized by the Act to expand urban renewal areas with tax increment provision by adopting a revised urban renewal plan by ordinance; and

WHEREAS, the City completed a review of the current conditions in the proposed expansion area of the SBBURD, the results of which are included in the South Billings Boulevard Urban Renewal District Potential Expansion Area: Review of Conditions that Contribute to Blight, August 18, 2025 (Review of Conditions that Contribute to Blight) attached to this Resolution as Exhibit B and incorporated herein.

WHEREAS, a revised urban renewal plan will be prepared for the proposed expanded South Billings Boulevard Urban Renewal District; and

WHEREAS, the City Council desires to conduct a public hearing on the draft modified urban renewal plan for the proposed South Billings Boulevard Urban Renewal District to determine if it is desirable to expand the District.

NOW, THEREFORE, the City Council of the City of Billings, Montana declares and resolves as follows:

Description of Proposed Modified District. The areas being considered for inclusion in the proposed expanded urban renewal area include residential, commercial, non-profit, public and railroad property, and are described as:

DESCRIPTION
A tract of land as described as follows: Commencing at the SE corner of the SW ¼ of Section 4 of Township 1S, Range 26E, thence North 19.46 Feet, thence S 89° W a distance of 220.99 Feet to the POINT OF BEGINNING.

Thence N 0° 36' 43.29" E a distance of 79.398 Feet
Thence N 32° 6' 22.33" E a distance of 78.184 Feet
Thence N 62° 25' 46.52" E a distance of 109.512 Feet

Thence N 62° 36' 17.38" E a distance of 102.459 Feet
Thence N 63° 2' 58.94" E a distance of 20.338 Feet
Thence N 62° 28' 8.86" E a distance of 45.943 Feet
Thence N 62° 33' 35.35" E a distance of 37.591 Feet
Thence N 61° 10' 43.27" E a distance of 36.322 Feet
Thence N 59° 18' 13.3" E a distance of 33.703 Feet
Thence N 57° 45' 48.74" E a distance of 29.568 Feet
Thence N 55° 34' 41.82" E a distance of 30.67 Feet
Thence N 54° 52' 32.36" E a distance of 52.488 Feet
Thence N 55° 6' 47.53" E a distance of 50.038 Feet
Thence N 54° 38' 28.31" E a distance of 73.359 Feet
Thence N 54° 36' 32.47" E a distance of 44.614 Feet
Thence N 54° 40' 49.19" E a distance of 80.95 Feet
Thence N 55° 20' 21.12" E a distance of 179.854 Feet
Thence N 53° 50' 32.75" E a distance of 121.553 Feet
Thence N 54° 22' 13.35" E a distance of 84.369 Feet
Thence N 54° 52' 53.49" E a distance of 64.837 Feet
Thence N 54° 56' 21.59" E a distance of 76.45 Feet
Thence N 54° 37' 35.3" E a distance of 123.218 Feet
Thence N 54° 50' 19.57" E a distance of 132.2 Feet
Thence N 54° 42' 48.22" E a distance of 151.068 Feet
Thence N 54° 56' 10.64" E a distance of 93.29 Feet
Thence N 54° 10' 10.01" E a distance of 172.571 Feet
Thence N 57° 59' 40.44" E a distance of 40.269 Feet
Thence N 54° 51' 4.62" E a distance of 56.844 Feet
Thence N 62° 42' 1.16" E a distance of 82.727 Feet
Thence N 59° 54' 14.09" E a distance of 134.305 Feet
Thence N 57° 19' 9.76" E a distance of 149.322 Feet
Thence N 54° 0' 22.86" E a distance of 54.586 Feet
Thence N 54° 59' 43.75" E a distance of 113.766 Feet
Thence N 54° 33' 50.29" E a distance of 99.47 Feet
Thence N 54° 45' 59.9" E a distance of 106.282 Feet
Thence N 54° 43' 39.48" E a distance of 121.948 Feet
Thence N 53° 37' 30.13" E a distance of 77.284 Feet
Thence N 47° 18' 17.63" E a distance of 69.383 Feet
Thence N 44° 59' 60.0" E a distance of 90.146 Feet
Thence N 45° 8' 33.72" E a distance of 86.068 Feet
Thence N 46° 19' 22.66" E a distance of 67.413 Feet
Thence N 44° 59' 59.64" E a distance of 132.134 Feet
Thence N 46° 24' 52.03" E a distance of 108.691 Feet
Thence N 43° 44' 27.43" E a distance of 65.935 Feet
Thence N 46° 9' 12.11" E a distance of 95.961 Feet
Thence N 46° 32' 54.29" E a distance of 47.666 Feet
Thence N 46° 36' 57.38" E a distance of 68.496 Feet
Thence N 51° 49' 16.75" E a distance of 45.178 Feet
Thence N 56° 33' 34.07" E a distance of 20.434 Feet

Thence N 54° 35' 19.71" E a distance of 65.443 Feet
Thence N 55° 7' 38.31" E a distance of 36.342 Feet
Thence N 54° 19' 9.95" E a distance of 54.289 Feet
Thence N 58° 24' 34.09" E a distance of 49.126 Feet
Thence N 59° 46' 52.73" E a distance of 28.458 Feet
Thence N 64° 1' 29.43" E a distance of 11.886 Feet
Thence N 59° 38' 17.37" E a distance of 38.049 Feet
Thence N 59° 27' 27.66" E a distance of 58.871 Feet
Thence N 60° 10' 2.58" E a distance of 47.251 Feet
Thence N 57° 37' 9.95" E a distance of 56.588 Feet
Thence N 54° 49' 17.3" E a distance of 68.45 Feet
Thence N 54° 38' 34.33" E a distance of 57.405 Feet
Thence N 54° 25' 45.58" E a distance of 78.814 Feet
Thence N 54° 45' 28.46" E a distance of 43.766 Feet
Thence N 55° 12' 46.39" E a distance of 53.458 Feet
Thence N 53° 50' 29.72" E a distance of 43.791 Feet
Thence N 54° 49' 19.77" E a distance of 53.951 Feet
Thence N 54° 37' 25.56" E a distance of 64.09 Feet
Thence N 54° 58' 37.88" E a distance of 96.281 Feet
Thence N 54° 44' 37.35" E a distance of 107.799 Feet
Thence N 54° 11' 19.83" E a distance of 88.709 Feet
Thence N 54° 11' 47.8" E a distance of 68.49 Feet
Thence N 55° 5' 11.76" E a distance of 90.689 Feet
Thence N 51° 16' 56.56" E a distance of 47.073 Feet
Thence N 49° 10' 0.05" E a distance of 29.895 Feet
Thence N 49° 55' 8.54" E a distance of 43.061 Feet
Thence N 48° 37' 16.16" E a distance of 34.795 Feet
Thence N 49° 52' 6.47" E a distance of 27.97 Feet
Thence N 50° 39' 34.92" E a distance of 29.419 Feet
Thence N 52° 31' 42.34" E a distance of 40.26 Feet
Thence N 55° 45' 51.05" E a distance of 38.48 Feet
Thence N 53° 1' 54.63" E a distance of 45.225 Feet
Thence N 55° 59' 12.51" E a distance of 20.492 Feet
Thence S 35° 1' 53.83" E a distance of 546.505 Feet
Thence N 54° 53' 14.91" E a distance of 323.612 Feet
Thence N 54° 23' 52.07" E a distance of 465.296 Feet
Thence N 54° 27' 34.96" E a distance of 284.505 Feet
Thence N 54° 43' 0.71" E a distance of 299.174 Feet
Thence N 54° 38' 33.15" E a distance of 110.376 Feet
Thence N 55° 28' 48.21" E a distance of 110.995 Feet
Thence N 55° 38' 36.14" E a distance of 43.966 Feet
Thence N 54° 28' 39.14" E a distance of 48.394 Feet
Thence N 55° 15' 21.18" E a distance of 74.811 Feet
Thence N 55° 28' 59.96" E a distance of 68.858 Feet
Thence N 54° 48' 38.79" E a distance of 73.624 Feet
Thence N 54° 46' 32.28" E a distance of 79.476 Feet

Thence N 54° 34' 34.17" E a distance of 267.078 Feet
Thence N 54° 41' 51.07" E a distance of 677.634 Feet
Thence N 54° 37' 2.18" E a distance of 110.663 Feet
Thence N 44° 0' 11.62" W a distance of 41.621 Feet
Thence N 34° 37' 24.52" W a distance of 337.945 Feet
Thence N 54° 32' 35.67" E a distance of 385.465 Feet
Thence N 37° 2' 46.44" W a distance of 185.958 Feet
Thence N 54° 37' 27.97" E a distance of 1737.218 Feet
Thence N 54° 37' 53.6" E a distance of 21.073 Feet
Thence N 54° 37' 27.84" E a distance of 908.045 Feet
Thence N 54° 42' 42.89" E a distance of 670.642 Feet
Thence S 0° 50' 3.18" E a distance of 417.134 Feet
Thence N 55° 25' 11.43" E a distance of 168.623 Feet
Thence N 37° 55' 15.0" E a distance of 250.157 Feet
Thence N 26° 38' 13.96" E a distance of 82.484 Feet
Thence S 28° 47' 56.35" E a distance of 507.998 Feet
Thence S 34° 40' 19.79" W a distance of 570.149 Feet
Thence N 84° 35' 15.63" W a distance of 133.286 Feet
Thence S 25° 11' 40.53" E a distance of 54.679 Feet
Thence N 64° 54' 21.59" W a distance of 150.674 Feet
Thence S 1° 8' 38.46" E a distance of 1067.245 Feet
Thence S 89° 31' 32.1" W a distance of 2028.008 Feet
Thence S 0° 41' 59.61" E a distance of 2893.302 Feet
Thence N 88° 57' 40.13" E a distance of 1447.412 Feet
Thence S 57° 39' 19.83" E a distance of 23.85 Feet
Thence S 35° 22' 9.98" W a distance of 786.803 Feet
Thence N 61° 52' 59.86" W a distance of 10.003 Feet
Thence S 31° 59' 49.27" W a distance of 426.009 Feet
Thence S 89° 5' 38.6" W a distance of 95.244 Feet
Thence S 0° 59' 5.43" E a distance of 533.055 Feet
Thence S 66° 26' 46.56" W a distance of 276.158 Feet
Thence S 35° 23' 54.6" E a distance of 449.701 Feet
Thence S 0° 57' 18.95" E a distance of 284.029 Feet
Thence N 89° 37' 54.52" E a distance of 331.656 Feet
Thence S 0° 0' 0.0" W a distance of 33.048 Feet
Thence N 89° 23' 58.41" E a distance of 677.333 Feet
Thence S 89° 20' 18.44" E a distance of 32.763 Feet
Thence S 6° 8' 25.23" W a distance of 44.426 Feet
Thence S 7° 17' 58.72" W a distance of 58.241 Feet
Thence S 8° 50' 0.96" W a distance of 49.739 Feet
Thence S 10° 54' 29.39" W a distance of 108.147 Feet
Thence S 11° 19' 54.5" W a distance of 79.885 Feet
Thence S 11° 38' 40.85" W a distance of 117.421 Feet
Thence S 11° 6' 14.23" W a distance of 147.711 Feet
Thence S 20° 50' 11.84" W a distance of 43.52 Feet
Thence S 40° 31' 11.82" W a distance of 14.888 Feet

Thence S 57° 46' 53.1" W a distance of 9.411 Feet
Thence S 69° 18' 47.1" W a distance of 7.969 Feet
Thence S 78° 59' 33.75" W a distance of 9.428 Feet
Thence N 89° 37' 34.63" W a distance of 10.312 Feet
Thence S 8° 0' 34.95" W a distance of 82.517 Feet
Thence S 31° 32' 11.0" W a distance of 75.035 Feet
Thence S 89° 24' 24.72" W a distance of 130.005 Feet
Thence S 0° 46' 46.3" E a distance of 192.15 Feet
Thence N 85° 26' 19.67" W a distance of 38.426 Feet
Thence S 89° 21' 20.12" W a distance of 641.241 Feet
Thence N 0° 54' 2.09" W a distance of 646.026 Feet
Thence S 89° 24' 6.82" W a distance of 659.486 Feet
Thence S 0° 47' 2.95" E a distance of 2299.337 Feet
Thence S 89° 32' 39.14" W a distance of 1648.248 Feet
Thence S 0° 42' 53.91" E a distance of 686.649 Feet
Thence S 89° 50' 34.09" W a distance of 1028.642 Feet
Thence N 0° 51' 53.15" E a distance of 21.738 Feet
Thence S 89° 17' 59.9" W a distance of 9.963 Feet
Thence N 1° 5' 41.08" W a distance of 207.902 Feet
Thence N 89° 25' 35.66" E a distance of 9.999 Feet
Thence N 0° 58' 8.71" W a distance of 451.712 Feet
Thence N 89° 25' 50.48" E a distance of 37.048 Feet
Thence N 0° 39' 11.62" W a distance of 2070.194 Feet
Thence N 80° 6' 3.27" W a distance of 153.298 Feet
Thence N 71° 44' 49.26" W a distance of 99.996 Feet
Thence N 68° 45' 0.77" W a distance of 99.99 Feet
Thence S 1° 4' 30.23" E a distance of 186.003 Feet
Thence N 89° 0' 21.28" E a distance of 7.375 Feet
Thence S 1° 6' 32.89" E a distance of 165.001 Feet
Thence S 89° 0' 5.05" W a distance of 460.522 Feet
Thence N 1° 10' 12.73" W a distance of 165.003 Feet
Thence S 88° 59' 59.41" W a distance of 527.991 Feet
Thence S 1° 7' 12.78" E a distance of 329.927 Feet
Thence N 89° 0' 28.17" E a distance of 631.791 Feet
Thence S 32° 14' 23.97" W a distance of 394.341 Feet
Thence S 88° 59' 32.0" W a distance of 90.284 Feet
Thence S 1° 1' 0.48" E a distance of 657.516 Feet
Thence S 89° 26' 59.89" W a distance of 300.002 Feet
Thence N 86° 40' 24.32" W a distance of 30.085 Feet
Thence N 1° 1' 0.34" W a distance of 653.141 Feet
Thence S 89° 41' 43.4" W a distance of 1333.209 Feet
Thence N 1° 9' 50.67" W a distance of 657.024 Feet
Thence S 89° 56' 35.09" W a distance of 658.512 Feet
Thence N 0° 54' 23.58" W a distance of 659.483 Feet
Thence S 87° 47' 22.64" W a distance of 118.606 Feet
Thence S 87° 47' 23.53" W a distance of 99.665 Feet

Thence S 89° 10' 21.9" W a distance of 1980.38 Feet to the point of beginning for an area of 902.899 US survey acres.

A map of the proposed modified South Billings Boulevard Urban Renewal District is included as Exhibit A

1. Determination of Blight. A requirement of Montana Code Annotated (7-15-4210) is to justify an urban renewal plan through the determination of blight. Blight is defined as an area that is determined to be detrimental to the public health, safety, or welfare, by reason of:

- an advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required, or the defects are so serious and so extensive that the buildings must be removed;
- structures that have become ill-suited for their original use;
- deterioration of building structure components or infrastructure, such as roadways, alleys, curbs, gutters, and sidewalks;
- buildings or structures that endanger the life, limb, health, property, or safety of the general public or their occupants;
- inadequate utilities and infrastructure, such as storm sewers and storm drainage, sanitary sewers, water lines, power, roadways, alleys, curbs, gutters, sidewalks, and communication services, that are shown to be lacking, of insufficient capacity to serve the uses in the area, deteriorated, antiquated, obsolete, or in disrepair;
- real property in the area that has incurred or may incur future planned Montana department of environmental quality or United States environmental protection agency remediation costs;
- tax or special assessment delinquency exceeding the fair value of a majority of the land and improvements; or excessive vacancies occurring in buildings that are unoccupied and underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

Several of the properties in the proposed district expansion area may be considered blighted, as enumerated in Section 4.3 and Section 5 of the Review of Conditions that Contribute to Blight attached to this Resolution as Exhibit B and incorporated herein. And inclusion of all of the properties will provide consistency of infrastructure improvements and municipal services in the District boundary and to adjacent areas. Further, the rehabilitation, redevelopment, or both, of this area is necessary in the interest of public health, safety, or welfare of the residents of the municipality.

2. Intent to Modify and Urban Renewal Area with Tax Increment Authority. Pursuant to the Act and considering the blighted conditions cited above, the City Council declares its intention to expand the South Billings Boulevard Urban Renewal

District and public improvements that will stimulate private investment in the area may be financed in part through tax increment generated from the District, subject to a public hearing and adoption of the draft modified urban renewal plan by ordinance.

3. Public Hearing. A public hearing is hereby called and shall be held on October 27, 2025 at 5:30 p.m. at the Regular Meeting of the Billings City Council held at the Billings City Hall at 316 North 26th Street, 5th Floor, on whether to expand the South Billings Boulevard Urban Renewal District and adopt the draft modified urban renewal plan.

4. Publication and Mailing of Notice. The City Clerk is hereby authorized and directed to cause notice of the public hearing to be published in the Yellowstone County News at least once a week for two consecutive weeks prior to the date set for the hearing, and to mail a postcard notification to the persons whose names appear on the county treasurer's tax roll as the owners of the Properties legally described above, and at the addresses shown on the tax roll.

APPROVED AND PASSED by the City Council of the City of Billings this 22nd day of September, 2025.

CITY OF BILLINGS:

BY: _____
William Cole, Mayor

ATTEST:

BY:_____
Denise Bohlman

EXHIBIT A

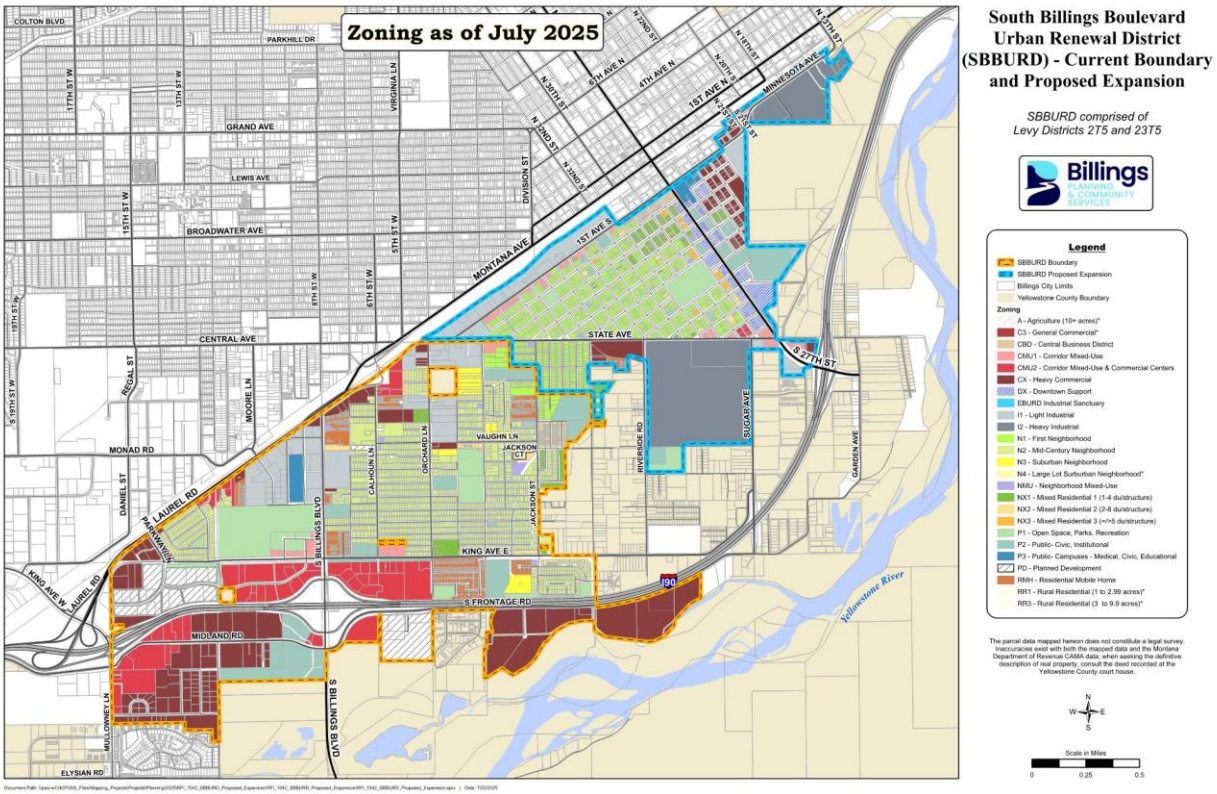

Zoning as of July 2025
South Billings Boulevard Urban Renewal District (SBBURD) - Current Boundary and Proposed Expansion
SBBURD comprised of Levy Districts 2T5 and 23T5
Billings PLANNING & COMMUNITY SERVICES
Legend
SBBURD Boundary
SBBURD Proposed Expansion
Billings City Limits
Yellowstone County Boundary
Zoning
A - Agriculture (10+ acres)*
C3 - General Commercial*
CBD - Central Business District
CMU1 - Corridor Mixed-Use
CMU2 - Corridor Mixed-Use & Commercial Centers
CX - Heavy Commercial
DX - Downtown Support
EBURD Industrial Sanctuary
I1 - Light Industrial
I2 - Heavy Industrial
N1 - First Neighborhood
N2 - Mid-Century Neighborhood
N3 - Suburban Neighborhood
N4 - Large Lot Surburban Neighborhood*
NMU - Neighborhood Mixed-Use
NX1 - Mixed Residential 1 (1-4 du/structure)
NX2 - Mixed Residential 2 (2-8 du/structure)
NX3 - Mixed Residential 3 (>=5 du/structure)
P1 - Open Space, Parks, Recreation
P2 - Public- Civic, Institutional
P3 - Public- Campuses - Medical, Civic, Educational
PD - Planned Development
RMH - Residential Mobile Home
RR1 - Rural Residential (1 to 2.99 acres)*
RR3 - Rural Residential (3 to 9.9 acres)*
The parcel data mapped hereon does not constitute a legal survey. Inaccuracies exist with both the mapped data and the Montana Department of Revenue CAMA data; when seeking the definitive description of real property, consult the deed recorded at the Yellowstone County court house.
N
W
E
S
Scale in Miles
0
0.25
0.5
COLTON BLVD
PARKHILL DR
GRAND AVE
LEWIS AVE
BROADWATER AVE
CENTRAL AVE
MONAD RD
KING AVE E
KING AVE W
S FRONTAGE RD
MIDLAND RD
ELYSIAN RD
MONTANA AVE
STATE AVE
1ST AVE S
S 27TH ST
MINNESOTA AVE
1ST AVE N
4TH AVE N
6TH AVE N
N 27TH ST
N 17TH ST
N 32ND ST
N 30TH ST
N 22ND ST
N 13TH ST
N 2ND ST
N 1ST ST
11TH ST W
13TH ST W
15TH ST W
S 15TH ST W
S 19TH ST W
4TH ST W
5TH ST W
6TH ST W
DIVISION ST
VIRGINIA LN
REGAL ST
MOORE LN
DANIEL ST
LAUREL RD
PARKWAY LN
BILLINGS BLVD
S BILLINGS BLVD
CALHOUN LN
ORCHARD LN
VAUGHN LN
JACKSON CT
JACKSON ST
RIVERSIDE RD
SUGAR AVE
GARDEN AVE
MILL OWNEY LN
190
Yellowstone River

EXHIBIT B

South Billings Boulevard Urban Renewal District Potential Expansion Area: Review of Conditions that Contribute to Blight, August 18, 2025
(Attached)

South Billings Boulevard Urban Renewal District Potential Expansion Area: Review of Conditions that Contribute to Blight

August 18, 2025



Prepared for:

City of Billings
Planning and Community Services Department

Prepared by:

Pioneer Technical Services, Inc.
2310 Broadwater Ave., Suite 1
Billings, Montana 59102

1 Introduction

The City of Billings, Montana (City) is working to improve the overall economic health of the community through the revitalization and redevelopment of blighted areas. To that end, on May 12, 2008, the City of Billings adopted an ordinance creating the South Billings Boulevard Urban Renewal District (SBBURD) with a Tax Increment Financing (TIF) provision. Part of this ordinance included the adoption of an urban renewal plan and the boundaries of the tax increment financing district. In October of 2008, the City modified the SBBURD to include three additional properties. The SBBURD was amended a second time in July 2019 and then was amended for the third and last time in 2021, as codified in Ordinance 21-5765 of the Billings Municipal Code. The 2021 amendment expanded the boundary of the SBBURD to add five new properties to the district. The SBBURD boundary, as of the 2021 amendment, is shown on Figure 1.

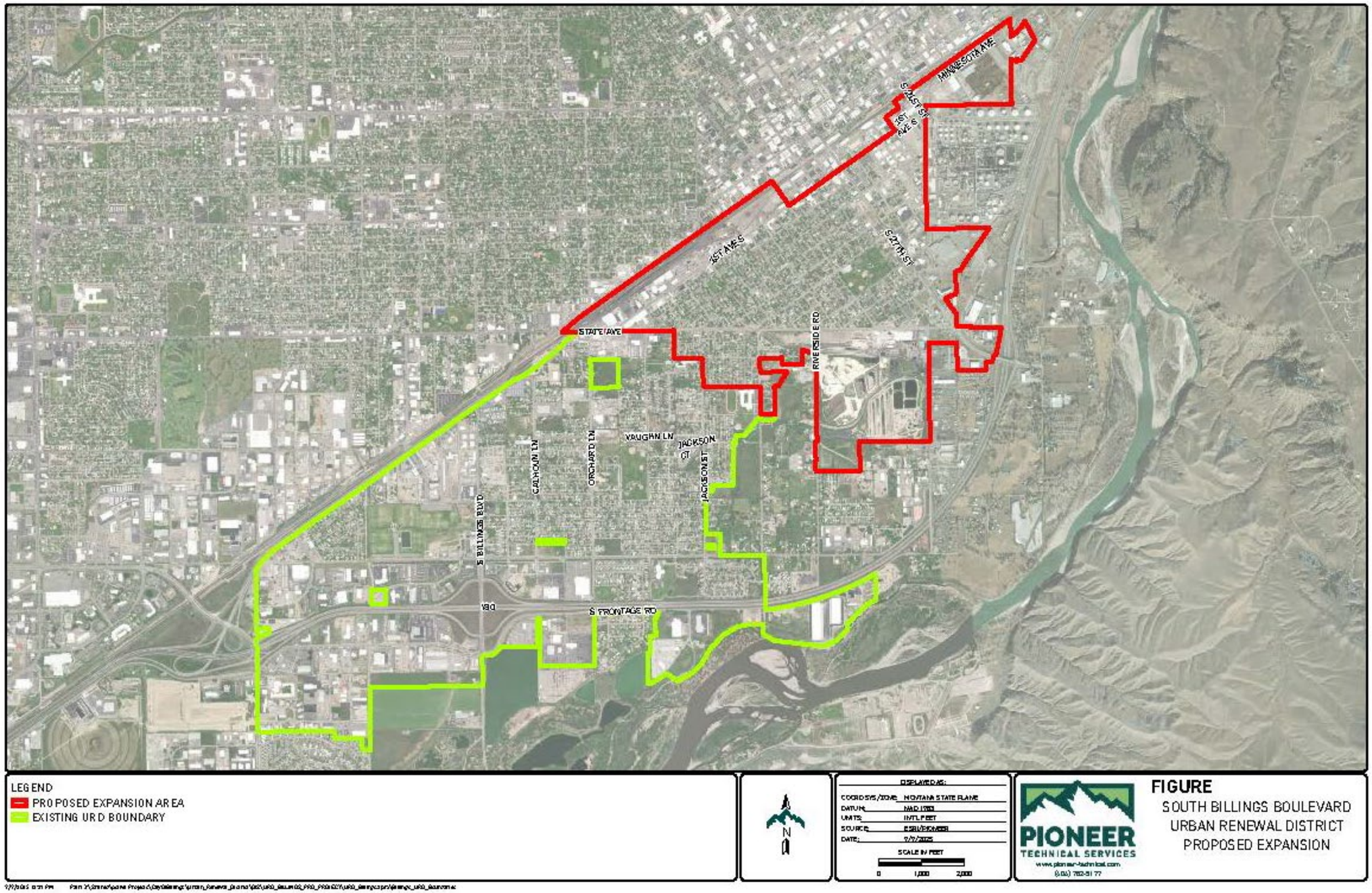


Figure 1. South Billings Boulevard Urban Renewal District and Proposed Expansion

The City is now considering amending the SBBURD to include additional areas adjacent to the existing district. These areas could benefit from inclusion in the SBBURD to provide resources to address conditions contributing to blight and help to achieve the City's goal to improve the overall economic health of the community through the revitalization and redevelopment of blighted areas. Therefore, the City initiated an examination of conditions that can be considered to contribute to blight in an area generally east of and adjacent to the SBBURD. The purpose of this review is to determine whether such conditions exist and whether rehabilitation, redevelopment, or both, are necessary and in the interest of the public health and welfare of Billings residents. This evaluation is required by Montana's Urban Renewal statutes in §7-15-4210, Montana Code Annotated (MCA) (Montana State Legislature, 2025a), as a first step in amending the SBBURD.

The statutory definitions of blight are found in §7-15-4206, MCA (Montana State Legislature, 2025b) and detailed in Section 2.2 of this review; for purposes of clarity, visible signs of conditions that contribute to blight are as follows:

- Structures that have become ill-suited for their original use.
- Deterioration of building structure components or infrastructure, such as roadways, alleys, curbs, gutters, and sidewalks.
- Buildings or structures that endanger the life, limb, health, property, or safety of the general public or their occupants.
- Inadequate utilities and infrastructure, such as storm sewers and storm drainage, sanitary sewers, water lines, power, roadways, alleys, curbs, gutters, sidewalks, and communication services, that are shown to be lacking, of insufficient capacity to serve the uses of the area, deteriorated, antiquated, obsolete, or in disrepair.
- Real property in the area that has incurred or may incur future planned Montana Department of Environmental Quality or U.S. Environmental Protection Agency remediation costs.
- Excessive vacancies occurring in buildings that are unoccupied and underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

Following this examination, the City will determine whether it is appropriate to expand the SBBURD. Expanding the Urban Renewal District (URD) will enable the City to address conditions that contribute to blight through:

- The investment in public infrastructure in support of economic development.
- The attainment of urban density to achieve greater efficiency in the delivery of public services.
- Retention and recruitment of commerce.
- Leveraging private and public local, state, and federal capital.
- The creation of opportunities for living wage jobs.

2 Growth Policy Conformance

One of the requirements of Montana's Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43, MCA) is that the urban renewal plan must conform to the community's growth policy. The 2016 City of Billings Growth Policy ("Growth Policy") (City of Billings, 2016) refers to and promotes economic development and urban renewal in various ways. Note that the Growth Policy was officially adopted by the City of Billings via Resolution 16-10575 on August 8, 2016. The City of Billings Growth Policy Statement is:

> *"In the next 20 years, Billings will manage its growth by encouraging development within and adjacent to the existing City limits, but preference will be given to areas where City infrastructure exists or can be extended within a fiscally constrained budget and with consideration given to increased tax revenue from development. The City will prosper with strong neighborhoods with their own unique character that are clean, safe, and provide a choice of housing and transportation options"* (City of Billings, 2016).

Expanding the SBBURD and developing plans and means to address conditions contributing to blight can help to achieve the vision included in this Growth Policy Statement. While a more detailed analysis of compliance with the Growth Policy will be incorporated into the Urban Renewal Plan, this preliminary evaluation indicates that including this area into the SBBURD will most likely be in compliance with the City of Billings Growth Policy.

3 Background

3.1 History and Previous Activities

The SBBURD lies within the City, is situated between major transportation routes, and stretches from the east side of the King Avenue Overpass east to Washington Street and from State Avenue South to the City limit boundaries. Located within the SBBURD is Interstate Highway 90 and the major railway line through the City. Figure 1 shows the boundary of the existing SBBURD.

Billings, Montana, was established in 1882 by the Northern Pacific Railway and named after Frederick H. Billings, a former president of the company. The City quickly grew as a railroad hub. The City's commercial core developed along Montana Avenue, with the Parmly Billings Memorial Library, built in 1901, symbolizing its growing civic pride. Billings' strategic location and access to railroads helped it flourish as a distribution center during the homesteading boom (Montana Historical Society, 2025).

Following the homesteading boom, Billings evolved from a railroad town into Montana's leading economic center. Its strategic location and access to transportation networks helped it become a hub for agriculture, energy, and trade. Over time, the City diversified its economy, adding healthcare, education, finance, and tourism as major sectors. Today, Billings accounts for roughly 20% of Montana's Gross Domestic Product (GDP), with a metropolitan population nearing 200,000. The City serves a regional market of over 650,000 people, stretching across multiple states and provinces. With two major hospitals, several colleges, and a growing technical and service industry, Billings continues to attract businesses and workers. Investments in infrastructure, housing, and air travel have further solidified its role as a dynamic and resilient economic powerhouse in the Northern Rockies (Big Sky Economic Development, 2024). However, portions of the City have not enjoyed growth and prosperity to the same extent, including the SBBURD and the area being considered for expansion.

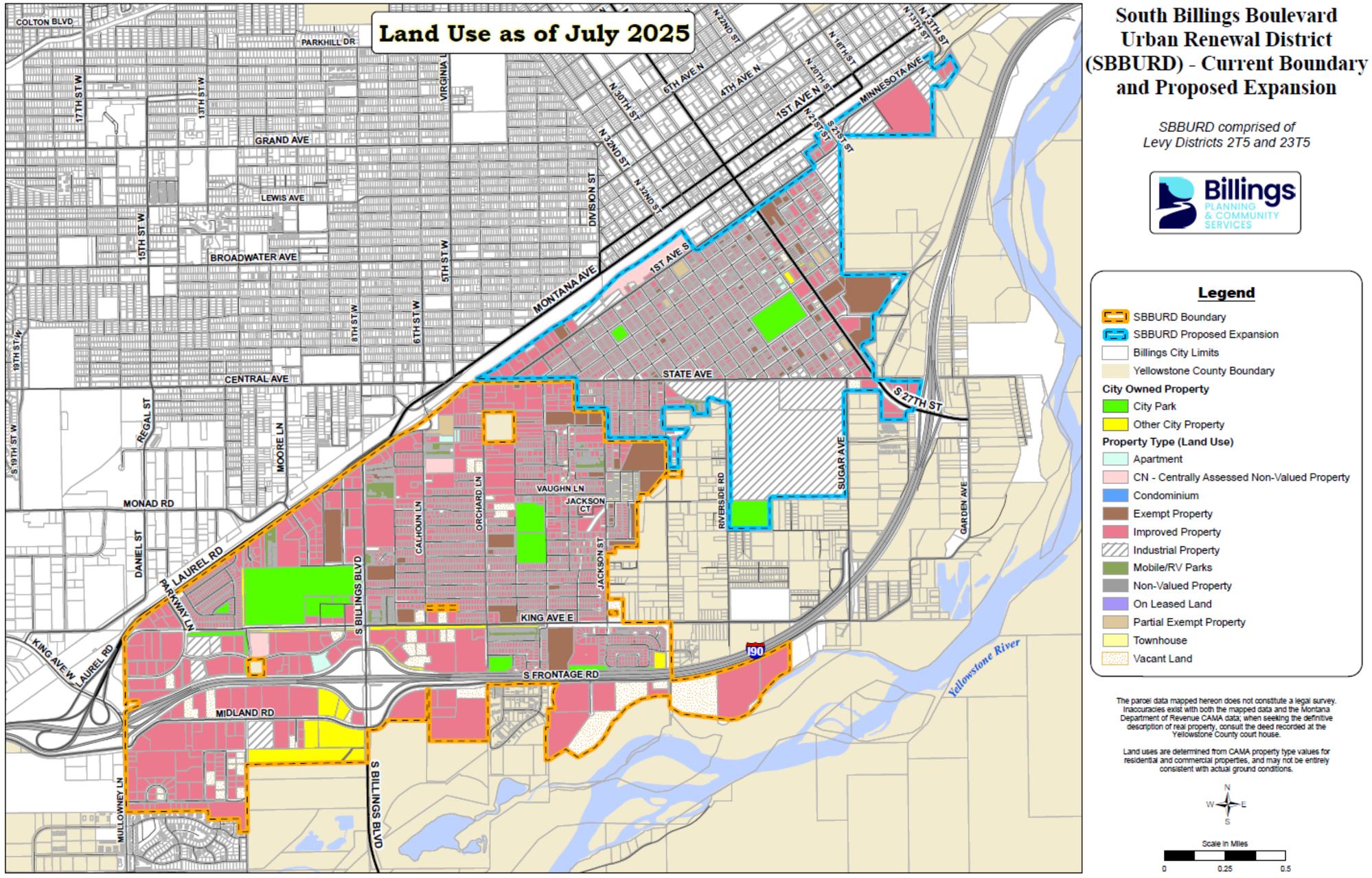
While the SBBURD is administered by the City of Billings, it is advised by the South Billings Urban Renewal Association (SBURA). The SBURA advises the Billings City Council on the SBBURD's administration and tax increment expenditures. This includes funding of public infrastructure projects and support of private development that promote economic development and/or reduce blight in the SBBURD.

Due to the location, the SBBURD has demonstrated an immense amount of potential to become a major economic force. Development has occurred since the formation of the SBBURD given its destination for retail, goods and services, manufacturing, and entertainment. The area considered for expansion also has significant potential to add to this positive economic impact.

3.2 Area General Description

The current SBBURD is in the south-center region of the City of Billings. Bordered by the interstate corridor, the main railroad line, and principal transportation routes, it is an area with numerous economic development opportunities. In addition, numerous service-related, commercial, industrial, parks and recreation, and housing choices are located within the area.

The area being considered for the URD expansion encompasses the area generally north and east of the SBBURD, starting near the intersection of State Street and Orchard Lane in the west, extending northeast along and south of Montana Avenue to the City's boundary near the Yellowstone River, and then south to include the Western Sugar Co-op, generally following the City's southern boundary in this area. The area includes commercial, residential, and industrial properties. It covers approximately 903 acres and encompasses 1,597 non-right-of-way parcels of property. The area is shown on Figure 1. A more detailed description of the boundary is included in Appendix A. The entire area is within the City of Billings. Existing land uses and current zoning are shown on Figures 2 and 3.



South Billings Boulevard Urban Renewal District (SBBURD) - Current Boundary and Proposed Expansion

SBBURD comprised of Levy Districts 2T5 and 23T5

Billings PLANNING & COMMUNITY SERVICES

Legend

- SBBURD Boundary
- SBBURD Proposed Expansion
- Billings City Limits
- Yellowstone County Boundary

City Owned Property

- City Park
- Other City Property

Property Type (Land Use)

- Apartment
- CN - Centrally Assessed Non-Valued Property
- Condominium
- Exempt Property
- Improved Property
- Industrial Property
- Mobile/RV Parks
- Non-Valued Property
- On Leased Land
- Partial Exempt Property
- Townhouse
- Vacant Land

The parcel data mapped hereon does not constitute a legal survey. Inaccuracies exist with both the mapped data and the Montana Department of Revenue CAMA data; when seeking the definitive description of real property, consult the deed recorded at the Yellowstone County court house.

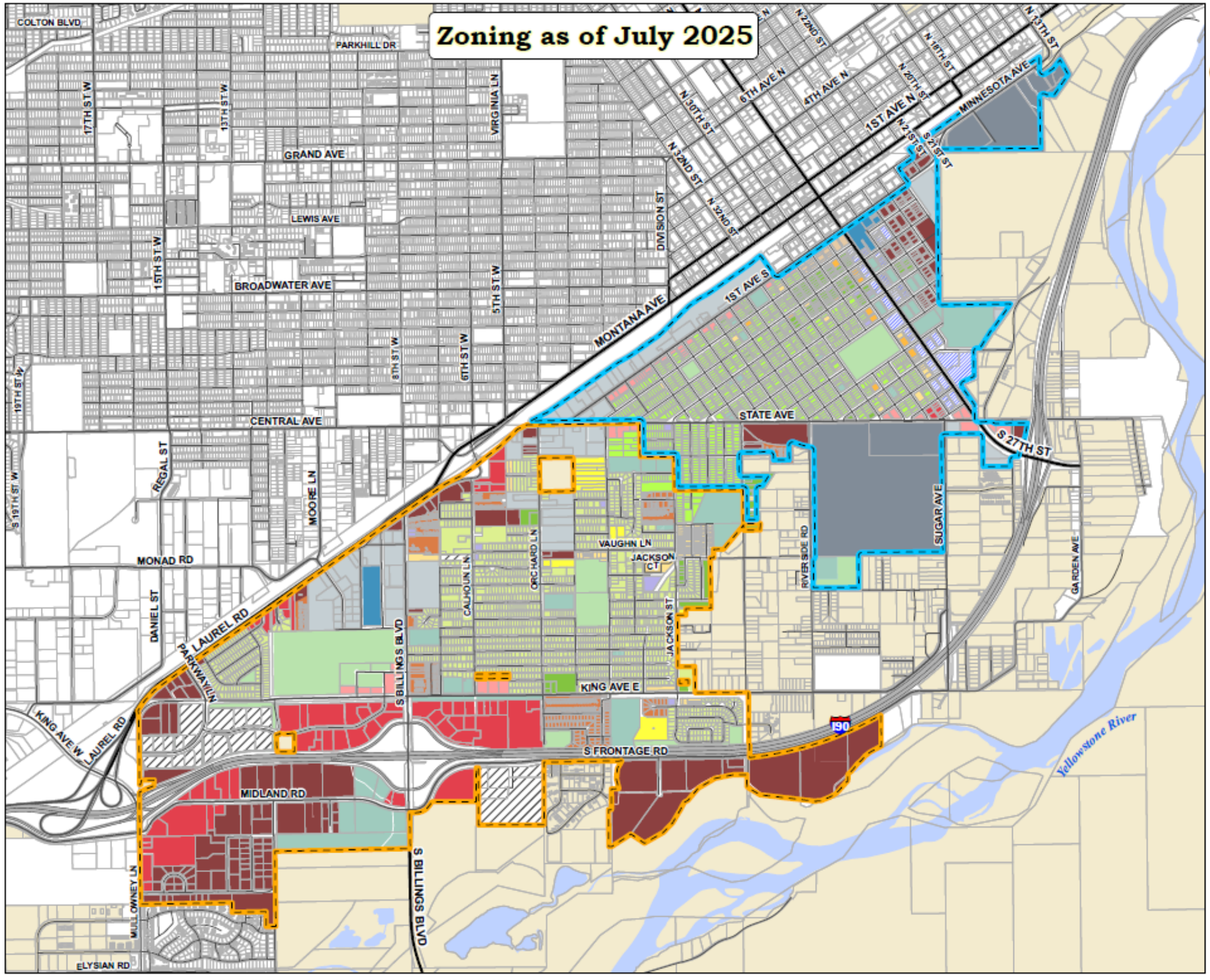
Land uses are determined from CAMA property type values for residential and commercial properties, and may not be entirely consistent with actual ground conditions.

N W E S

Scale in Miles

0 0.25 0.5

Figure 2. Current Land Uses.



South Billings Boulevard Urban Renewal District (SBBURD) - Current Boundary and Proposed Expansion

SBBURD comprised of Levy Districts 2T5 and 23T5

Billings PLANNING & COMMUNITY SERVICES

Legend

- SBBURD Boundary
- SBBURD Proposed Expansion
- Billings City Limits
- Yellowstone County Boundary

Zoning

- A - Agriculture (10+ acres)*
- C3 - General Commercial*
- CBD - Central Business District
- CMU1 - Corridor Mixed-Use
- CMU2 - Corridor Mixed-Use & Commercial Centers
- CX - Heavy Commercial
- DX - Downtown Support
- EBURD Industrial Sanctuary
- I1 - Light Industrial
- I2 - Heavy Industrial
- N1 - First Neighborhood
- N2 - Mid-Century Neighborhood
- N3 - Suburban Neighborhood
- N4 - Large Lot Surburban Neighborhood*
- NMU - Neighborhood Mixed-Use
- NX1 - Mixed Residential 1 (1-4 du/structure)
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- NX3 - Mixed Residential 3 (=/>5 du/structure)
- P1 - Open Space, Parks, Recreation
- P2 - Public- Civic, Institutional
- P3 - Public- Campuses - Medical, Civic, Educational
- PD - Planned Development
- RMH - Residential Mobile Home
- RR1 - Rural Residential (1 to 2.99 acres)*
- RR3 - Rural Residential (3 to 9.9 acres)*

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N W E S

Scale in Miles

0 0.25 0.5

Figure 3. Current Zoning.

The current SBBURD neighborhood includes an established mixed residential and commercial area. It also includes three elementary schools and one middle school. Some areas include unimproved streets with no sidewalk, curb, or gutter. In addition, a few areas are still not served by municipal water and sewer. While some municipal water and sewer services consist of old, inadequate infrastructure, much of the District has seen utility improvements under the SBBURD, which was one of the reasons for its establishment as conditions contributing to blight. A significant concern raised by residents within the SBBURD has centered around routes for children to get to school, including bus routes that run on unimproved streets and children walking down the street instead of on sidewalks. Many of these infrastructure deficits were identified in the SBBURD Urban Renewal Plan and projects have been completed to remedy the deficiencies.

3.3 Current Demographic Conditions for Billings and the SBBURD

The City of Billings has a population of 120,874 as of 2023 (U.S. Census Bureau, 2023a). It has a land area of 44.6 square miles, and the median age of the residents is 38.2, less than the median age in Montana of 40.6. Those aged 65 and older comprise 19.0% of the population, again less than the Montana average of 20.5% (U.S. Census Bureau, n.d.).

The racial makeup of Billings is predominantly White at 78.2%, with significant fractions of Hispanic or Latino (6.3%), American Indian or Alaska Native (4.6%) populations, and 7.0% of the population identify as belonging to two or more races.

The proposed expansion area falls primarily in Census Tract 3, with a smaller fraction falling within Census Tract 9.02, as shown on Figure 4.

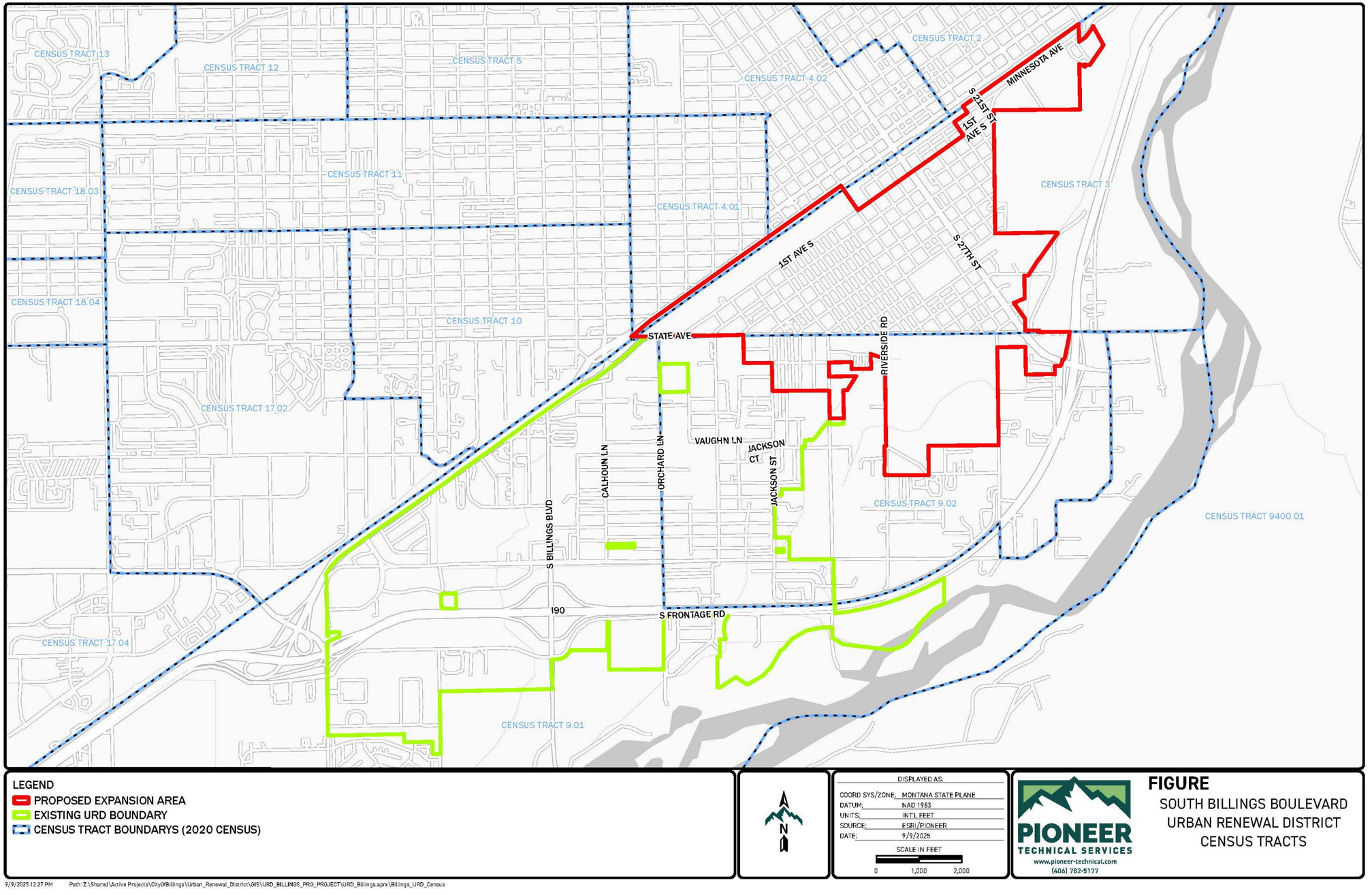


Figure 4. SBBURD Census Tracts

Table 1 shows the housing data for the census tracts that cover the proposed expansion area, as well as for the City of Billings overall, based on American Community Survey 2023 estimates from the U.S. Census Bureau.

Table 1. Housing Data

	City of Billings	Census Tract 3	Census Tract 9.02
Total Housing Units	54,758	1,459	2009
Occupied Housing Units	52,878	1,357	1927
Occupancy Rate	97%	93%	96%
Vacancy Rate	3%	7%	4%
Median Gross Rent	$ 1,033	$ 852	$ 911

(Source: U.S. Census Bureau, 2023a).

In 2023 Billings had a median annual household income of $67,028, less than the state median of $70,804. In Billings, 11.2% of the people live in poverty, as compared to a state-wide average of 11.7% (U.S. Census Bureau, 2023a). Within the proposed expansion area, median incomes are lower. In Census Tract 3, the median household income is $50,765, 24% less than the median for Billings and 28% less than the state median. In census tract 9.02, the median household income is estimated at $52,202, 22% and 26% lower, respectively, than the Billings and state median household incomes (U.S. Census Bureau, 2023b). Both Census Tracts experience more poverty than the rest of Billings or the state. The Census Bureau estimates that 13.3% of the population in Census Tract 9.02 live below the poverty level (U.S. Census Bureau, 2023c) and 15.6% of the population in Census Tract 3 lives below the poverty level (U.S. Census Bureau, 2023c).

Both of these census tracts are designated as Qualified Census Tracts (QCTs) by the U.S. Department of Housing and Urban Development (HUD), thereby qualifying for the Low-Income Housing Tax Credit program (Office of Policy Development and Research, n.d.) To be designated as a QCT, a census tract must have at least 50% of households with incomes below 60% of the Area Median Gross Income or have a poverty rate of at least 25%, per Section 42(d)(5)(C) of the Internal Revenue Code (Office of the Law Revision Council, n.d.).

The labor force participation rate in Billings is 65.7% for those aged 16 years and over, above the state-wide average of 60.8%, per the U.S. Census Bureau (U.S. Census Bureau, 2023a). According the U.S. Bureau of Labor Statistics, city-wide the total work force in April 2025 was 99,068, of which 96,487 were employed and 2,581 were unemployed for an unemployment rate of 2.6% (U.S. Bureau of Labor and Statistics, 2025). As shown in Table 2, the “Educational services, and healthcare and social assistance” sector is the largest, employing 25.7% of the workforce, followed by “Professional, scientific, and management, and administrative and waste management services,” which employs 12% of the workforce (U.S. Census Bureau, n.d.).

Table 2. City of Billings Industry for Civilian Employed Population 16 Years and Older

City of Billings Industry for Civilian Employed Population	% of Workforce
Educational services, and health care and social assistance	25.7%
Professional, scientific, and management, and administrative and waste management services	12.0%
Arts, entertainment, and recreation, and accommodation and food services	11.4%
Retail trade	10.1%
Finance and insurance, and real estate and rental and leasing	7.9%
Construction	6.3%
Transportation and warehousing, and utilities	6.0%
Public administration	5.5%
Other services, except public administration	5.4%
Manufacturing	3.6%

Source: U.S. Census Bureau, n.d.

Labor participation is slightly lower in the area of the proposed expansion based on data from the U.S. Census Bureau. Census Tract 3 has a labor force participation rate of 56.6% for those aged 16 years and older. In Census Tract 9.02, the rate is 64.7% (U.S. Census Bureau, 2023a).

3.4 The Montana Urban Renewal Law

The expansion of an URD must be undertaken in accordance with §7-15-4201, et Seq., MCA (Montana State Legislature, 2023a) and enables local government to use the TIF provision to help fund its efforts. Tax Increment Financing is a locally driven funding mechanism that allows cities to direct property tax increments that accrue from increases in taxable value within a specified URD to a special fund that can be used to finance economic development and infrastructure projects within that district.

Taxpayers located within a district where TIF is in effect pay the same amount of property tax as they would if the property were located outside the district. Tax Increment Financing only affects the way that taxes, once collected, are distributed. Taxes that are derived from base-year taxable values continue to be distributed to the various taxing jurisdictions, including local and state government entities and school districts. Taxes derived from the incremental increase in taxable value are placed in a special fund for purposes set forth in an urban renewal plan (see Figure 5 below). The TIF provision for the SBBURD is due to sunset in 2047. Funds may be used for a variety of purposes as detailed in §7-15-4288, MCA (Montana State Legislature, 2023c) and include improvements to vehicular and pedestrian transportation infrastructure, land acquisition, streetscapes, parks and landscaping, water and sewer lines, and connecting to infrastructure outside the district.

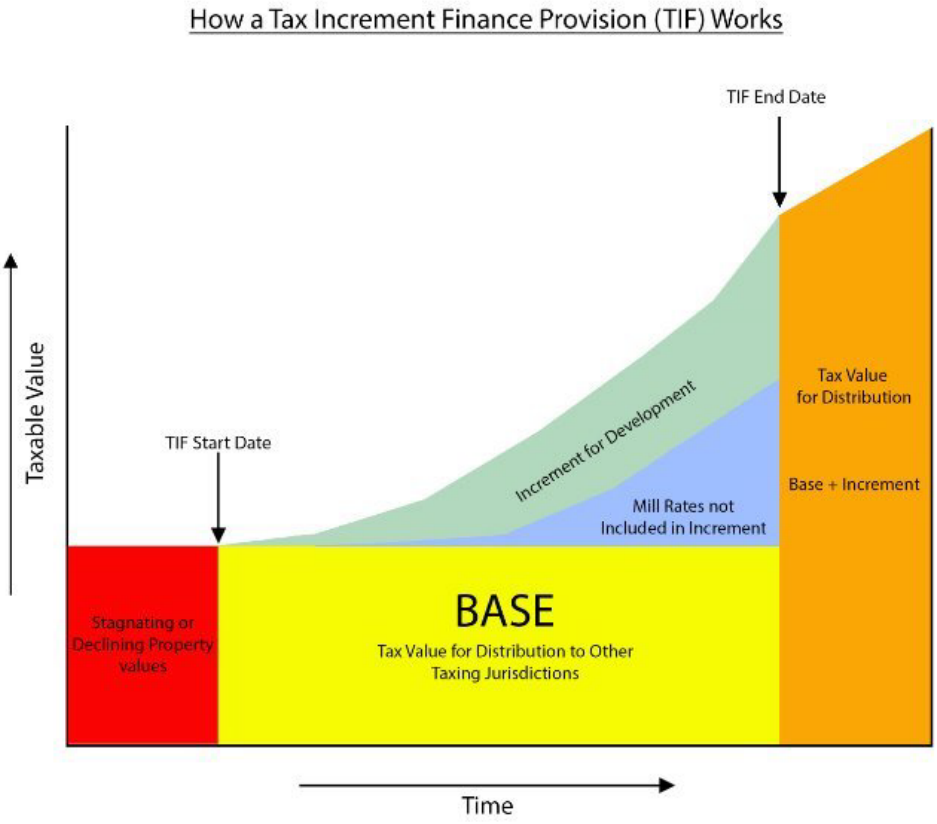


Figure 5. Tax Increment Financing Schematic

As stated in § 7-15-4209, MCA (Montana State Legislature, 2023d), a local government *"may formulate a workable program for using appropriate private and public resources:*

(a) to eliminate and prevent the development or spread of blighted areas;
(b) to encourage needed urban rehabilitation;
(c) to provide for the redevelopment of such areas; or
(d) to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program."

While funds are typically used for public infrastructure investments, there are instances where local governments have used TIF funds to partner with private property owners to make improvements to historic buildings, to address life-safety issues, and to enhance landscaping. The statutes also provide for the establishment of a TIF revolving loan program that can support private investment in the district. Loan funds can continue to "revolve" in perpetuity; however, eligible projects must be undertaken in accordance with and in the area encompassed by an urban renewal (URD) plan for the district.

This review of conditions contributing to blight constitutes the first step in the process to create the URD. This document will determine if the proposed boundary meets the statutory requirements for an URD, which would allow the City to incorporate the area into the SBBURD and undertake revitalization programs and activities. This is followed by the adoption of a Resolution of Necessity and the update of the urban renewal plan with a TIF provision to include the proposed area. The urban renewal plan acts as a guide for revitalization activities and the ability to address critical issues within the district.

4 Establishing Blight

4.1 Resolution of Necessity

As previously discussed, the City council must first adopt a resolution of necessity required per §7-15-4210, MCA (Montana State Legislature, 2025a), finding that the area being proposed displays at least three conditions as described in §7-15-4206, MCA (Montana State Legislature, 2025b). This action enables the preparation of an urban renewal plan and provides the rationale for using public funds in redevelopment activities.

4.2 Defining Blight

Montana law defines specific conditions regarding blight in §7-15-4206, MCA (Montana State Legislature, 2025b). A “blighted area” means an area that is determined to be detrimental to public health, safety, or welfare due to the presence of at least three of the following characteristics or conditions:

(a) An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required, or the defects are so serious and so extensive that the buildings must be removed.
(b) Structures that have become ill-suited for their original use.
(c) Deterioration of building structure components or infrastructure, such as roadways, alleys, curbs, gutters, and sidewalks.
(d) Buildings or structures that endanger the life, limb, health, property, or safety of the general public or their occupants.
(e) Inadequate utilities and infrastructure, such as storm sewers and storm drainage, sanitary sewers, water lines, power, roadways, alleys, curbs, gutters, sidewalks, and communication services, that are shown to be lacking, of insufficient capacity to serve the uses in the area, deteriorated, antiquated, obsolete, or in disrepair.
(f) Real property in the area that has incurred or may incur future planned Montana Department of Environmental Quality or U.S. Environmental Protection Agency remediation costs.

(g) Tax or special assessment delinquency exceeding the fair value of a majority of the land and improvements.
(h) Excessive vacancies occurring in buildings that are unoccupied and underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

4.3 Conditions Identified in the Area that Contribute to Blight

Many instances of conditions contributing to blight are apparent in the proposed expansion area. These include deteriorating or inadequate infrastructure, disrepair of buildings and buildings ill-suited for their original use, and environmental contamination. Parks and recreation infrastructure is deteriorating in places and in need of repairs or upgrades. Neighborhoods, in some cases, suffer from lack of connectivity, and access for disabled people is not always adequate, which substantially limits access and reduces overall safety. Specific instances of conditions contributing to blight, as defined in §7-15-4206, MCA (2) (Montana State Legislature, 2025b), are described below.

§7-15-4206, MCA (2)(b): Structures that have become ill-suited for their original use

Structures that have become ill-suited for their original use can significantly deter economic vitality by limiting their functionality and appeal to potential investors, businesses, and residents. Such structures often fail to meet modern requirements, creating an environment of neglect and underutilization. This contributes to blight by reinforcing perceptions of decline, reducing property values, and discouraging economic activities in the affected area.

There are examples of this in the proposed expansion area, including warehouses and other buildings that have been repurposed as commercial businesses, or structures designed for one type of commercial business but repurposed for a different use, which often leads to underutilization of the structure.



The Garfield School has been repurposed for alternative use, which may not be the most efficient use of the structure without extensive remodeling and retrofitting.



The South Park Pool building does not include secondary containment for chemical storage and does not function efficiently, which is a safety concern.

§7-15-4206, MCA (2)(c): Deterioration of building structure components or infrastructure, such as roadways, alleys, curbs, gutters, and sidewalks

Deterioration of building structure components or infrastructure refers to the visible and functional decline of essential physical elements such as walls, roofs, and foundations, as well as public infrastructure like roadways, alleys, curbs, gutters, and sidewalks. This degradation can result from age, neglect, weather exposure, or lack of maintenance, and it often leads to safety hazards, reduced accessibility, and a negative visual impact on the surrounding area. Over time, such deterioration can contribute to broader community decline by discouraging investment and diminishing the overall quality of life in the neighborhood.

Examples of this can be seen throughout the district and include, but are not limited to, the following:



Deteriorated sidewalk near the intersection of 3rd Avenue South and South 25th Street.



Deteriorated curb and gutter and sidewalk at intersection of 5th Avenue South and South 36th Street.



Deteriorated alleyway near the intersection of 3rd Avenue South and South 28th Street.





Roof of ancillary building in South Park is in disrepair and in need of replacement.







The South Park Pool and associated infrastructure is in an advanced state of disrepair.





Much of the curbing around South Park is in deteriorated condition.



Damaged, unsafe sidewalks in South Park.



Deteriorated curb and gutter at Highland Park.



Deteriorated curb and gutter near the intersection of 4th Avenue South and South 31st Street.

§7-15-4206, MCA (2)(d): Buildings or structures that endanger the life, limb, health, property, or safety of the general public or their occupants

Buildings or structures that pose a danger to life, limb, health, property, or public safety are considered hazardous and can significantly impact both their occupants and the surrounding community. These dangers may arise from structural instability, fire hazards, exposure to harmful materials, or other unsafe conditions that make the building or property unsafe to the public. When such risks are present, they not only threaten the well-being of individuals but can also lead to broader public safety concerns, including emergency response burdens and neighborhood decline. Addressing these issues promptly is essential to protect residents and maintain a safe, livable environment.

Examples of this can be seen in the district, including the following.



The City of Billings, via legal action, is trying to compel significant improvement or demolition of The Colonial Apartments on South 27th Street due to conditions endangering residents and neighboring properties, including structural damage, electrical and plumbing hazards, peeling paint, broken windows and doors..

§7-15-4206, MCA (2)(e): Inadequate utilities and infrastructure, such as storm sewers and storm drainage, sanitary sewers, water lines, power, roadways, alleys, curbs, gutters, sidewalks, and communication services, that are shown to be lacking, of insufficient capacity to serve the uses in the area, deteriorated, antiquated, obsolete, or in disrepair

Inadequate utilities and infrastructure refer to essential systems—such as storm and sanitary sewers, water lines, power, roadways, alleys, curbs, gutters, sidewalks, and communication services that are either missing, outdated, deteriorated, or insufficient to meet the needs of the area. When these systems lack capacity or fall into disrepair, they hinder daily operations, reduce quality of life, and can pose safety and environmental risks to the community.

The Billings Engineering Department has a lengthy list of infrastructure that is lacking and in need of improvement. This includes, but is not limited to, the following:

- Replace the contaminated storm main in State Avenue from South 35th Street to South 27th Street.
- Pipe the existing Kratz Drain between the Mitchell and Jackson Court Apartments.
- Replace the water mains in the President streets south of State Avenue: Buchanan, Roosevelt, Monroe, Jefferson, Adams, Madison, Washington.
- Install a sidewalk or trail on Sugar Avenue from State Avenue to Riverside Drive, located south of Interstate 90 to improve safety for pedestrians and non-motorized vehicles.
- Add streetlights in areas without any or inadequate lighting.

Other examples of infrastructure requiring improvements throughout the district include, but are not limited to, the following examples.



There are over 6,700 feet of residential streets in the proposed expansion area that are gravel and do not meet the City's standards for residential streets, like this example from Newman Lane. This is after significant street improvements have already been made in the area.



Washington Street between State Avenue and King Avenue East does not have proper drainage controls, curb and gutter, or sidewalks. There are many other similar streets within the area that need infrastructure upgrades, including portions of Riverside Road and Jackson Street.



Properties within the SBBURD either have inadequate drainage controls, such as this example lacking curb and gutter, and controlled parking with an approach onto an arterial street, which can cause confusion and safety concerns. This picture is from Washington Street just south of State Avenue.



The sidewalk approaches at this intersection of State Avenue and South 35th Street are not fully compliant with the Americans with Disabilities Act (ADA).



Evidence of improper drainage on South 33rd Street, leading to asphalt damage, and not fully compliant crossings with the Americans with Disabilities Act (ADA)



Improper drainage and missing curb, gutter or sidewalk on Fifth Avenue South near 27th Street, right at the entrance to Downtown Billings.



Damaged electrical infrastructure in South Park.

§7-15-4206, MCA (2)(f): Real property in the area that has incurred or may incur future planned Montana Department of Environmental Quality or U.S. Environmental Protection Agency remediation costs

Properties affected by contamination, whether due to hazardous waste, chemical spills, or other environmental pollutants, face significant barriers to development. Developers may be discouraged by the high costs of remediation required to meet environmental safety standards, as well as the potential legal liabilities and prolonged timelines associated with cleanup efforts. Contaminated sites often remain undeveloped for extended periods, fostering neglect and disrepair. This not only diminishes the aesthetic and functional value of the area but also discourages investment and economic activity, perpetuating a cycle of blight that affects the broader community. Such properties can become eyesores and even health hazards, further exacerbating their adverse impact on neighborhood vitality and public welfare.

Within the proposed expansion area, there are numerous sites that have or may incur environmental remediation costs, as shown on Figure 6. The Billings PCE Superfund site overlies a portion of the area. There are also some state Comprehensive Environmental Cleanup and

Responsibility Act (CECRA) Superfund sites within the boundary, and some active and remediated leaking underground storage tank (LUST) sites.

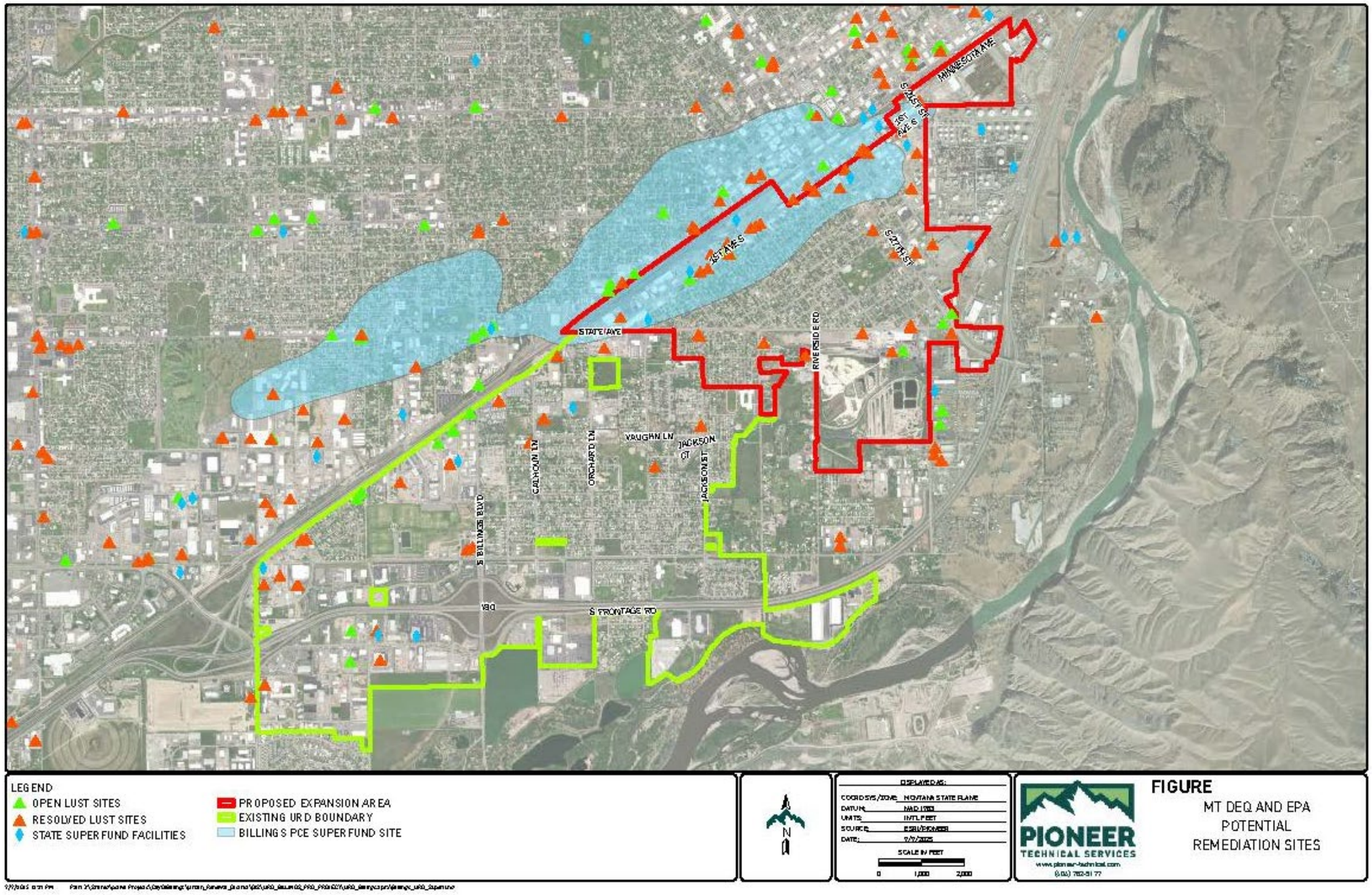


Figure 6. Environmental Remediation Sites

§7-15-4206, MCA (2)(h): Excessive vacancies occurring in buildings that are unoccupied and underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies

Conditions relating to excessive vacancies refer to situations where buildings remain unoccupied or underutilized for extended periods, either frequently or across large areas. These vacancies can negatively impact the surrounding neighborhood by creating a sense of neglect, reducing property values, and discouraging investment or development. When such buildings are left empty for too long or in significant numbers, they can become a visible sign of economic decline and contribute to broader social and environmental challenges in the area.

Examples of this in the district include, but are not limited to, those below:



Partially vacant commercial space on State Avenue.





Vacant, underutilized and poorly maintained property on 1st Avenue South near South 35th Street. The top photograph is from 2021, and the bottom photograph is from 2025, demonstrating further dilapidation and lack of maintenance.



Vacant, underutilized property on 1st Avenue South with deteriorating infrastructure and no maintenance.

5 Conclusion

In conclusion, the findings presented in this review clearly demonstrate that the proposed area being considered for expansion of the SBBURD meets the statutory criteria for designation as an URD. To be included in an URD, the area must display at least three conditions contributing to blight as described in §7-15-4206, MCA. This area clearly meets six of the conditions included in the MCA, and likely more.

The presence of deteriorating infrastructure, unsafe structures, and excessive vacancies collectively contribute to conditions of blight that hinder the area's economic vitality and public welfare. Expanding the SBBURD will provide the City with the necessary tools to address these challenges through strategic reinvestment, infrastructure improvements, and community revitalization efforts. This designation marks a critical step toward realizing the goals outlined in the Growth Policy (City of Billings, 2016) and fostering a more vibrant, safe, and economically resilient neighborhood.

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Appendix A
SBBURD Expansion Legal Description

SBBURD PROPOSED EXPANSION AREA LEGAL DESCRIPTION (VERSION 2)

Created 9.9.2025 by S. Gilbert

DESCRIPTION

A tract of land as described as follows: Commencing at the SE corner of the SW ¼ of Section 4 of Township 1S, Range 26E, thence North 19.46 Feet, thence S 89° W a distance of 653.81 Feet to the POINT OF BEGINNING.

Thence S 89° 16' 30.39" W a distance of 430.222 Feet
Thence N 50° 19' 31.53" E a distance of 169.088 Feet
Thence N 50° 19' 32.21" E a distance of 57.113 Feet
Thence N 50° 19' 32.91" E a distance of 25.116 Feet
Thence N 50° 19' 31.77" E a distance of 37.848 Feet
Thence N 48° 21' 43.22" E a distance of 20.329 Feet
Thence N 48° 20' 20.92" E a distance of 32.688 Feet
Thence N 48° 20' 22.73" E a distance of 19.095 Feet
Thence N 48° 20' 22.23" E a distance of 4.691 Feet
Thence N 50° 11' 48.55" E a distance of 2.013 Feet
Thence N 50° 11' 45.1" E a distance of 152.909 Feet
Thence N 50° 11' 45.04" E a distance of 78.186 Feet
Thence N 54° 39' 25.74" E a distance of 128.391 Feet
Thence N 54° 39' 23.94" E a distance of 489.371 Feet
Thence N 54° 39' 23.25" E a distance of 339.631 Feet
Thence N 54° 39' 25.85" E a distance of 725.489 Feet
Thence N 54° 39' 25.95" E a distance of 685.485 Feet
Thence N 54° 39' 29.96" E a distance of 760.585 Feet
Thence N 54° 38' 36.86" E a distance of 308.22 Feet
Thence N 54° 43' 48.42" E a distance of 253.72 Feet
Thence N 54° 43' 48.08" E a distance of 190.311 Feet
Thence N 54° 47' 18.81" E a distance of 206.073 Feet
Thence N 54° 54' 6.24" E a distance of 12.552 Feet
Thence N 54° 54' 5.36" E a distance of 587.473 Feet
Thence N 54° 54' 6.09" E a distance of 654.278 Feet
Thence N 54° 54' 5.42" E a distance of 117.704 Feet
Thence S 35° 6' 40.01" E a distance of 151.186 Feet
Thence S 35° 1' 53.83" E a distance of 546.505 Feet
Thence N 54° 53' 14.91" E a distance of 323.612 Feet
Thence N 54° 23' 52.07" E a distance of 465.296 Feet
Thence N 54° 27' 34.96" E a distance of 284.505 Feet
Thence N 54° 43' 0.71" E a distance of 299.174 Feet
Thence N 54° 38' 33.15" E a distance of 110.376 Feet
Thence N 55° 28' 48.21" E a distance of 110.995 Feet
Thence N 55° 38' 36.14" E a distance of 43.966 Feet
Thence N 54° 28' 39.14" E a distance of 48.394 Feet

Thence N 55° 15' 21.18" E a distance of 74.811 Feet
Thence N 55° 28' 59.96" E a distance of 68.858 Feet
Thence N 54° 48' 38.79" E a distance of 73.624 Feet
Thence N 54° 46' 32.28" E a distance of 79.476 Feet
Thence N 54° 34' 34.17" E a distance of 267.078 Feet
Thence N 54° 41' 51.07" E a distance of 677.634 Feet
Thence N 54° 37' 2.18" E a distance of 110.663 Feet
Thence N 44° 0' 11.62" W a distance of 41.621 Feet
Thence N 34° 37' 24.52" W a distance of 337.945 Feet
Thence N 54° 32' 35.67" E a distance of 385.465 Feet
Thence N 37° 2' 46.44" W a distance of 185.958 Feet
Thence N 54° 37' 27.97" E a distance of 1737.218 Feet
Thence N 54° 37' 53.6" E a distance of 21.073 Feet
Thence N 54° 37' 27.84" E a distance of 908.045 Feet
Thence N 54° 42' 42.89" E a distance of 670.642 Feet
Thence S 0° 50' 3.18" E a distance of 417.134 Feet
Thence N 55° 25' 11.43" E a distance of 168.623 Feet
Thence N 37° 55' 15.0" E a distance of 250.157 Feet
Thence N 26° 38' 13.96" E a distance of 82.484 Feet
Thence S 28° 47' 56.35" E a distance of 507.998 Feet
Thence S 34° 40' 19.79" W a distance of 570.149 Feet
Thence N 84° 35' 15.63" W a distance of 133.286 Feet
Thence S 25° 11' 40.53" E a distance of 54.679 Feet
Thence N 64° 54' 21.59" W a distance of 150.674 Feet
Thence S 1° 8' 38.46" E a distance of 1067.245 Feet
Thence S 89° 31' 32.1" W a distance of 2028.008 Feet
Thence S 0° 41' 59.61" E a distance of 2893.302 Feet
Thence N 88° 57' 40.13" E a distance of 1447.412 Feet
Thence S 57° 39' 19.83" E a distance of 23.85 Feet
Thence S 35° 22' 9.98" W a distance of 786.803 Feet
Thence N 61° 52' 59.86" W a distance of 10.003 Feet
Thence S 31° 59' 49.27" W a distance of 426.009 Feet
Thence S 89° 5' 38.6" W a distance of 95.244 Feet
Thence S 0° 59' 5.43" E a distance of 533.055 Feet
Thence S 66° 26' 46.56" W a distance of 276.158 Feet
Thence S 35° 23' 54.6" E a distance of 449.701 Feet
Thence S 0° 57' 18.95" E a distance of 284.029 Feet
Thence N 89° 37' 54.52" E a distance of 331.656 Feet
Thence S 0° 0' 0.0" W a distance of 33.048 Feet
Thence N 89° 23' 58.41" E a distance of 677.333 Feet
Thence S 89° 20' 18.44" E a distance of 32.763 Feet
Thence S 6° 8' 25.23" W a distance of 44.426 Feet
Thence S 7° 17' 58.72" W a distance of 58.241 Feet
Thence S 8° 50' 0.96" W a distance of 49.739 Feet

Thence S 10° 54' 29.39" W a distance of 108.147 Feet
Thence S 11° 19' 54.5" W a distance of 79.885 Feet
Thence S 11° 38' 40.85" W a distance of 117.421 Feet
Thence S 11° 6' 14.23" W a distance of 147.711 Feet
Thence S 20° 50' 11.84" W a distance of 43.52 Feet
Thence S 40° 31' 11.82" W a distance of 14.888 Feet
Thence S 57° 46' 53.1" W a distance of 9.411 Feet
Thence S 69° 18' 47.1" W a distance of 7.969 Feet
Thence S 78° 59' 33.75" W a distance of 9.428 Feet
Thence N 89° 37' 34.63" W a distance of 10.312 Feet
Thence S 8° 0' 34.95" W a distance of 82.517 Feet
Thence S 31° 32' 11.0" W a distance of 75.035 Feet
Thence S 89° 24' 24.72" W a distance of 130.005 Feet
Thence S 0° 46' 46.3" E a distance of 192.15 Feet
Thence N 85° 26' 19.67" W a distance of 38.426 Feet
Thence S 89° 21' 20.12" W a distance of 641.241 Feet
Thence N 0° 54' 2.09" W a distance of 646.026 Feet
Thence S 89° 24' 6.82" W a distance of 659.486 Feet
Thence S 0° 47' 2.95" E a distance of 2299.337 Feet
Thence S 89° 32' 39.14" W a distance of 1648.248 Feet
Thence S 0° 42' 53.91" E a distance of 686.649 Feet
Thence S 89° 50' 34.09" W a distance of 1028.642 Feet
Thence N 0° 51' 53.15" E a distance of 21.738 Feet
Thence S 89° 17' 59.9" W a distance of 9.963 Feet
Thence N 1° 5' 41.08" W a distance of 207.902 Feet
Thence N 89° 25' 35.66" E a distance of 9.999 Feet
Thence N 0° 58' 8.71" W a distance of 451.712 Feet
Thence N 89° 25' 50.48" E a distance of 37.048 Feet
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Thence N 80° 6' 3.27" W a distance of 153.298 Feet
Thence N 71° 44' 49.26" W a distance of 99.996 Feet
Thence N 68° 45' 0.77" W a distance of 99.99 Feet
Thence S 1° 4' 30.23" E a distance of 186.003 Feet
Thence N 89° 0' 21.28" E a distance of 7.375 Feet
Thence S 1° 6' 32.89" E a distance of 165.001 Feet
Thence S 89° 0' 5.05" W a distance of 460.522 Feet
Thence N 1° 10' 12.73" W a distance of 165.003 Feet
Thence S 88° 59' 59.41" W a distance of 527.991 Feet
Thence S 1° 7' 12.78" E a distance of 329.927 Feet
Thence N 89° 0' 28.17" E a distance of 631.791 Feet
Thence S 32° 14' 23.97" W a distance of 394.341 Feet
Thence S 88° 59' 32.0" W a distance of 90.284 Feet
Thence S 1° 1' 0.48" E a distance of 657.516 Feet
Thence S 89° 26' 59.89" W a distance of 300.002 Feet

Thence N 86° 40' 24.32" W a distance of 30.085 Feet
Thence N 1° 1' 0.34" W a distance of 653.141 Feet
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Thence S 89° 16' 30.39" W a distance of 430.222 Feet
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Thence N 54° 42' 42.89" E a distance of 670.642 Feet
Thence S 0° 50' 3.18" E a distance of 417.134 Feet
Thence N 55° 25' 11.43" E a distance of 168.623 Feet
Thence N 37° 55' 15.0" E a distance of 250.157 Feet
Thence N 26° 38' 13.96" E a distance of 82.484 Feet to the POINT OF BEGINNING for a total area of 933.13 US survey acres.

City Council Regular

Date:	09/22/2025
Title:	Resolution Establishing a Public Art Policy and Effective Date
Presented by:	Elyse Monat
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council approve a Resolution establishing a Public Art Policy and establishing an effective date.

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

Public art is growing in popularity in Billings. In 2023-2024, the Mobilize the MAGIC City project implemented three public art installations in Billings, with the goal of using the knowledge gained during the process to evaluate the feasibility of a public art policy/committee for the City of Billings. During the process, staff discovered there was a public art policy for the City of Billings that was not being implemented. Further, there was documentation that those involved in implementing the policy, the only time it was utilized, recommended repealing the policy due to its lack of clarity and the excessive burden of implementation. In 2023, City Council repealed the policy and directed staff to develop a replacement policy. This experience, combined with the experience during the Mobilize the MAGIC City process, showed a clear need for a public art policy for the City.

While the Planning Division led the effort along with community partners, many staff members from across the City participated in developing this policy. Planning staff engaged department heads and other relevant staff members with a survey early in the process and then sent out drafts of the policy for review. As needed, Planning staff and community partners also held discussions with individual departments to understand their specific needs and concerns. The Parks Board, the Library, Public Works, MET Transit, the Airport, and Facilities engaged in direct conversations about the policy. Gina Dahl, City Attorney, also did an extensive review of several drafts of the policy. Staff also met with City Administrator Chris Kukulski to discuss the draft policy. In addition to these City stakeholders and national experts from the National Endowment for the Arts reviewed the policy and gave feedback. Local experts, including artists, staff from Big Sky Economic Development (BSED), the Billings Community Foundation, and others, participated in discussions about the draft policy. The 30+ member Mobilize the MAGIC City advisory committee also participated in early discussions about the development of the policy. Staff engaged members of the City Council in discussions at two different meetings of the Legislative and Local Affairs Committee and engaged the full Council at two Council Work Sessions on July 7, 2025 and August 18, 2025.

At the August 18 meeting, a few changes were suggested to the text of the resolution, and these changes have been made. At the August 18, 2025 meeting, Council members indicated their questions and concerns had been sufficiently addressed and staff should bring the resolution for approval at a regular business meeting.

The goal of the public art policy is to make the process straightforward for applicants while providing guidelines to protect the City. The policy will only apply to art installed on City-owned property outside. The Policy only applies to physical art installations, and not to events or art located on Airport property.

The public art policy will establish a seven (7) member Public Art Committee, consisting of the following representatives who serve at the pleasure of the City Council, according to BMCC Article 2-500:

- One artist at large.
- One representative from the economic or community development field.
- One representative referred by the Billings Arts Association or, alternatively, any other art-related organization designated by the City Council.
- One representative referred by the Native American Development Corporation or, alternatively any other organization representing the interests of Native Americans designated by the City Council.
- One representative from the engineering, architecture, landscape architect, or three-dimensional art field.
- Two members of the public that have an interest in public art.

The attached Public Art Review Process Flow Chart (Attachment A to the Resolution) shows how artwork will proceed

through the review and approval process. City Staff will be involved early in the process, ensuring that the artwork meets City codes, resolutions, policies, and ordinances. The Public Art Committee will make recommendations on the approval of public art in outdoor spaces. For pieces where the cost of materials plus installation is less than $25,000, the City Administrator will make the final decision and will execute any contracts with the applicant. For projects where the cost of materials plus installation is equal to or more than $25,000, the agreement must be executed by the Mayor with consent of the City Council.

Art donated to the City shall include a maintenance plan along with a maintenance and/or removal budget donated by the applicant to a fund at the City. Unless a higher or lower amount is approved by the City and memorialized in a written agreement with the applicant, the maintenance budget shall be 10% of the approximate cost of materials and installation. This maintenance budget will not apply to art placed on City-owned property located on private property (i.e., commercial garbage containers), as maintenance of these pieces shall be entirely the responsibility of the private property owner.

STAKEHOLDERS

This policy takes into consideration input from local and national experts, local stakeholders, City staff, and the City Council. Extensive edits were made in response to the July 7, 2025 discussion at City Council, and minor edits were made in response to the Council discussion on August 18, 2025.

ALTERNATIVES

City Council may:

- Approve a Resolution establishing a Public Art Policy and establishing an effective date; or,
- Not Approve a Resolution establishing a Public Art Policy and establishing an effective date. Council has reviewed the Art Policy and associated documents multiple times in the past several months and indicated it was ready to act in a positive manner on the Policy at a regular business meeting. Not acting to approve the resolution would not be consistent with the previous direction provided by Council.

FISCAL EFFECTS

The policy's implementation and the Public Art Committee will be managed by the Neighborhood Planner int he Planning Division. This position is already funded. While it may take staff some additional time to review public art proposals, it creates a clear process as opposed to trying to individually figure out a process for each individual proposal.

The policy includes a requirement for the applicant to donate 10% of the art project's cost of materials and installation to a fund held by the City to provide needed funds for minor maintenance and removal of art when the piece reaches the end of its useful life. This fund will address maintenance costs and avoid a burden on the City budget.

Attachments

Public Art Policy Resolution Packet
Application Guide
Public Art Appeal form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BILLINGS ESTABLISHING A PUBLIC ART POLICY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Billings is supportive of public art and the many benefits it provides to the community including neighborhood beautification, economic development, crime prevention, increased safety, community health, community pride, and inclusion.

WHEREAS, it is in the best interest of the citizens of the City of Billings that the City have a policy on the placement of art on city property outdoors that is clear, concise, equitable, and as easy as possible to navigate.

WHEREAS, it is not the intention of this Resolution to create any public forum for the expression of speech, and any placement of art pursuant to this Resolution shall be within the sole discretion of City Council.

WHEREAS, this policy shall apply to any art commissioned by the City or donated to the City.

WHEREAS, Section 22-101, BMCC, provides that is unlawful for any person, without the permission of the City Council, to paint, mark, or write any sign, letters or words with crayon, paint, or other material upon any sidewalk, curb, or pavement within the City of Billings. This Resolution is intended to provide Council's consent in situations that comply with all City regulations, resolutions, ordinances, the policy established by this Resolution and approved by the City Administrator.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, that a public art policy is hereby adopted as follows:

SCOPE

This policy applies to public art projects located, or proposed, on property owned or controlled by the City of Billings; this property will be referred to as "Public Property." These may be projects commissioned by the City, or art donated to the City. Public art may be created through a communal process, or in collaboration with the community to reflect the ideas and values of those for whom public art is created and to engage in creative problem solving.

PURPOSE

This policy establishes the basis on which public art projects are commissioned or approved. It seeks to establish the key criteria for informed, transparent and high-quality decision-making when approving or declining proposed public art projects which will form a long-term aspect of the City's citizens' and visitors' experience and cultural enhancement.

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POLICY

1. Any review of public art proposals will generally follow the process described in Attachment A - *Public Art Review Process Flow Chart*. It is understood that the public art needs of the City of Billings may change resulting in an update to the process, which shall be approved by the City Council. However, minor changes, such as in staff or software used to process reviews, will not require a vote by City Council. Public art does not include advertising displayed with the permission of the City, including, but not limited to, signs, banners, vehicle wraps, etc. promoting events, organizations or businesses.

2. Public Art is defined as an original artwork which is visually or physically accessible to the public and which does not require a fee or other prerequisite to observe.

3. Public Art is inclusive of a variety of media, however, for the purpose of this policy, performance, music, and dance are not included.

4. This policy regulates Public Art placed on Public Property. This policy also regulates any Public Art placed on City owned property located on private property, for example City owned commercial garbage containers.

5. Public Art can be privately or publicly funded.

6. Public Art should:
   i. connect to the community or community identity;
   ii. create vibrant places for people to gather;
   iii. be an intentional use of art or place making; and embody community aspirations, both past and present.

7. Public Art comes in many forms and may include, but is not limited to, the following:
   i. Sculpture in the round, bas relief, mobiles, fountains, kinetic and electronic work.
   ii. Paintings in all media, including oils and acrylics, that are portable or permanently affixed, such as murals.
   iii. Graphic arts, such as printmaking, drawing and banners.
   iv. Mosaics, including works executed in tile, glass, stone or other materials.
   v. Works using clay, fiber and textiles, wood, metal, plastics, stained glass and other materials, both functional and ornamental.
   vi. Photography, including digital and traditional photographic print media.
   vii. Mixed media, which may include any combination of two- and three-dimensional forms of media, including collage.
   viii. Earth works, environmental installations and environmental art.
   ix. Ornamental or functional decorative elements designed by practicing artists or other persons submitting as artists, including design professionals who are not members of the City design team for the project.

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x. Portable art that may be displayed at locations other than a substantially permanent location.

8. A seven-person Public Art Committee, consisting of the following representatives, is established. The members will be appointed by the Mayor with the consent of the City Council in accordance with BMCC Article 2-500.

   The committee shall consist of the following representatives:

   a. One artist at large.
   b. One representative from the economic or community development field.
   c. One representative referred by the Billings Arts Association or, alternatively, any other art-related organization designated by the City Council.
   d. One representative referred by the Native American Development Corporation or, alternatively any other organization representing the interests of Native Americans designated by the City Council.
   e. One representative from the engineering, architecture, landscape architect, or three-dimensional art field.
   f. Two members of the public that have an interest in public art.

   Members of historically underrepresented groups are encouraged to apply.

   Three of the founding members of this committee will be assigned three-year terms; the other four will be assigned four-year terms. The length of each member's initial term shall be established at the first meeting of the committee through a random process by having the members draw straws (or the equivalent) designating either a three-year or four-year term. All subsequent members will be assigned four-year terms as required by BMCC Article 2-500.

   Members of the Public Arts Committee shall be residents of the City of Billings and meet the minimum qualifications set forth in BMCC Article 2-501.1.

   Public Art Committee members serve at the pleasure of the City of Billings City Council and may be removed as set forth in BMCC Article 2-500.

   The Public Art Committee will be formed and operational within 6 months of the signing of this resolution.

9. The Public Art Committee, with input from staff, is responsible for making recommendations for approval or denial of Public Art pieces in outdoor spaces of Public Property consistent with this policy. Staff may not advance a project to the Public Art Committee if it violates applicable city, state or federal codes, regulations, resolutions or ordinances or results in a safety issue that cannot be resolved. Artwork placed on property that has been paid for with federal funds may be subject

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to additional review criteria prior to approval. Staff must document efforts to work with the artist(s)/community members to find mutually acceptable modifications to any project which does not meet minimum criteria, but it may not be possible to move all projects forward. Staff will determine the most appropriate location for the proposed artwork, should it be approved, before it goes to the Public Art Committee.

10. The Public Art Committee will report to the City Council a minimum of once per year on projects approved in the past year. The Public Art Committee will also provide feedback on the implementation of this policy and shall suggest relevant updates to City Council.

11. The Public Art Committee will meet monthly but may cancel meetings due to a lack of applications to review.

12. Any proposed Public Art project requiring review under this policy must be submitted by the applicant to the City of Billings Planning Division. An example of the application is available in Attachment B – *City of Billings Public Art Proposal Application and Waiver*. This application may be updated from time to time by city staff and will be available at the Planning Division. All applicants must provide a written license and waiver executed by the artist along with the application to allow the City to display, reproduce, modify, relocate, remove, etc. the proposed Public Art project.

13. Public Art will be reviewed on how well it adheres to the principles below.

    a. The project will have a positive impact in the Billings community.
    b. The project is accessible to the community and connected to its surroundings.
    c. The project enhances the beauty and/or comfort of its location.
    d. The project activates a place to make it more engaging.
    e. The project brings people together or encourages people to gather and linger.
    f. The project has artistic merit.

14. Consideration must be given to the appropriateness of artwork in the context of local community standards and values. For that reason, art that does the following is prohibited:

    a. Defames, denigrates, or invades the rights of any person living or dead
    b. Could be construed as harmful to a third party, including but not limited to illegal activity or pornographic images or images depicting alcohol, tobacco or drug use or unnecessary violence
    c. Depicts living political figures
    d. Depicts false, misleading, or deceptive material

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e. Contains speech that is objectional under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the primary purpose of the Public Property
f. Contains art that is demeaning, derogatory, or has an exclusionary reference to any group based on race, religion, sex, gender identity, ethnicity, ability level, national origin, or other category
g. Promotes messages appearing to advertise or promote a product or private entity (corporation, neighborhood business, or other community organization). This is considered a sign and will be reviewed under the City of Billings sign code.
h. Images that create a driver distraction or could be confused with traffic signs
i. Desecrates significant cultural symbols

Additionally, if the proposed artwork includes religious subject matter, the artwork must be able to be displayed in such a manner that the work does not violate any legal prohibition applicable to public property, is not likely to be revered, and is solely for the purpose of exhibiting cultural or historical traditions.

15. Whether to allow an applicant to display their work lies solely within the discretion of the City in accordance with this Resolution. The City may enter into a written agreement with any applicant to memorialize terms for displaying Public Art, including location, period of time for the display, maintenance, circumstances for deaccession, etc. Any such agreement for artwork where the total cost of materials plus installation, not including the artist's fee to create the work, is less than $25,000 shall be executed by the City Administrator. For any artwork where the total cost of materials plus installation is equal to or more than $25,000, such agreement shall be executed by the Mayor with the consent of the City Council.

16. Should an applicant disagree with the final determination of the City Administrator, the applicant may appeal the decision to City Council within 15 days of the notice of denial by submitting a written notice of appeal to the City Clerk at 316 N 26th St, Billings, MT. The City Clerk will notify the appropriate city staff and then place this matter on a Council agenda within thirty (30) days of receipt of the notice of appeal at which time the applicant will have an opportunity to present information to Council. The City Clerk will provide written notice to the applicant at least ten (10) days prior to the appeal hearing by causing the notice to be personally served or by delivering it to the physical address or email address applicant provided on the written notice of appeal. Council's determination will be based on whether the Public Art Committee's recommendation and the City Administrator's decision aligns with the policy and procedure set forth in this resolution. Council will make a determination on any appeal within sixty (60) days of receipt of the notice of appeal. City Council's determination is final.

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17. To the extent that any art is placed and displayed on Public Property, it is not intended to communicate a message to the public on behalf of any artist, individual, or entity. Therefore, any message conveyed intentionally or unintentionally by the City of Billings or inferred by the public constitutes governmental speech and does not create rights of expression by other persons under the First Amendment. By adopting this policy, the City does not intend to open a forum for expression by the public.

18. Artwork fails to meet professional standards for acceptable public art practice and shall not be approved by the Public Art Committee if any of the following applies:

    a. Faults of design or workmanship pose a public health or life safety hazard or diminish the value of the work.
    b. The artwork is fraudulent, inauthentic, or appears to be of inferior quality relative to the quality of other works in the City's collection.
    c. The artwork is not an original work of art. If the artwork is one of a multiple, it will be accepted only as an authorized limited edition. In the case of fine art prints and photographs, a limited edition is 200 or fewer.

19. Deaccessioning of artwork.

    a. Absent other contractual requirements which shall have been previously approved by the City Council, Public Art may be deaccessioned by the City for any reason. The Public Art Committee may consider the following criteria when making a recommendation to the City Administrator or his/her designee for deaccession:
        i. Irrelevance to the permanent collection
        ii. Duplication
        iii. Inferior quality or poor condition – items found to be fragile or those that are potential targets for vandalism and may not be appropriate for display in public places
        iv. Public safety concerns
        v. Inability for the City of Billings to meet a standard of care, display, maintenance, or storage
        vi. Issues with authenticity, attribution, or provenance
        vii. Ethical, political or legal concerns
        viii. Financial burden associated with maintenance and preservation
        ix. Changes in artistic or aesthetic styles, tastes, standards, or trends
        x. A request by City Council approved by a vote of a majority of council members
        xi. Any other criteria deemed reasonable in the discretion of the committee.

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b. Artwork posing a threat to public safety may be removed immediately by the City department responsible for the property. All other cases of deaccessioning, except for murals, which may be painted over in the discretion of the City, should be reviewed by the Public Arts Committee before approval by the City Administrator.
c. Murals in poor condition may be painted over by the City department if they have exceeded their expected lifespan of 1-5 years.

20. With the exception of art placed on City owned property located on private property, art donated to the City shall include a maintenance plan along with a maintenance and/or removal budget donated by the applicant to a fund at the City. Unless a higher or lower amount is approved by the City and memorialized in a written agreement with the applicant, the maintenance budget shall be 10% of the approximate cost of materials and installation. The City may, but is not required to, credit in-kind maintenance services by the artist or other volunteers toward the 10% requirement. Funds collected pursuant to this paragraph will be available to perform minor maintenance on any of the City's outdoor Public Art collections and will be available for the removal of Public Art.

21. Minor maintenance of Public Art may be performed by the City as needed and determined by City staff. In instances where detailed touch-ups are required, staff will attempt to contact the artist to provide a reasonable opportunity to repair the work. Any other regular maintenance desired by the artist should be specified in the maintenance plan and staff will determine if an additional fee is needed to complete these tasks, or the applicant may commit to completing these tasks at their own expense.

22. In the event of damage or vandalism to artwork donated to or commissioned by the City, staff agree to attempt to contact the artist to discuss the extent of damage and, if necessary and whenever possible, attempt to provide an opportunity for the artist to repair damage within a timely manner. If available, the City may elect to use any maintenance funds that were donated for the benefit of the City by the applicant for this project or by other donors for other projects involving Public Art. City staff reserve the right to decommission the Public Art installation if damages due to graffiti, vandalism, weather, or other associated causes, are beyond minor repair. City staff must maintain City property as necessary to preserve its appearance and integrity, which may warrant decommissioning the public art installation in some circumstances. Staff will attempt to provide the artist with a reasonable opportunity to demobilize the art installation as appropriate if/when necessary.

23. Maintenance for artwork placed on City owned property located on private property will be entirely the responsibility of the private property owner and a maintenance fee will not be assessed at the time of art approval. This is mainly expected to include

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art wraps of commercial garbage containers. The private property owner will be allowed to replace the wrap with one of an identical design without submitting a new public art application, but any change in the design shall require a new application.

24. The Airport property in its entirety is excluded from this policy due to the security and federal regulations it must follow. The Airport should be contacted directly for any questions relating to Public Art on Airport property.

25. Any selection or placement of art within the City's rights-of-way that involves painting, marking, or writing any sign, letters or words with crayon, paint, or other material upon any sidewalk, curb, or pavement, shall comply with all criteria set forth in Resolution 21-11015 and require the approval of the Public Works Director and, if applicable, MET Transit before it is considered by the Public Art Committee.

26. The City Council delegates acceptance of donations of Public Art to the City Administrator, and approval of Public Art will imply an acceptance of the donation. The donor will be issued an appropriate receipt of the donation.

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

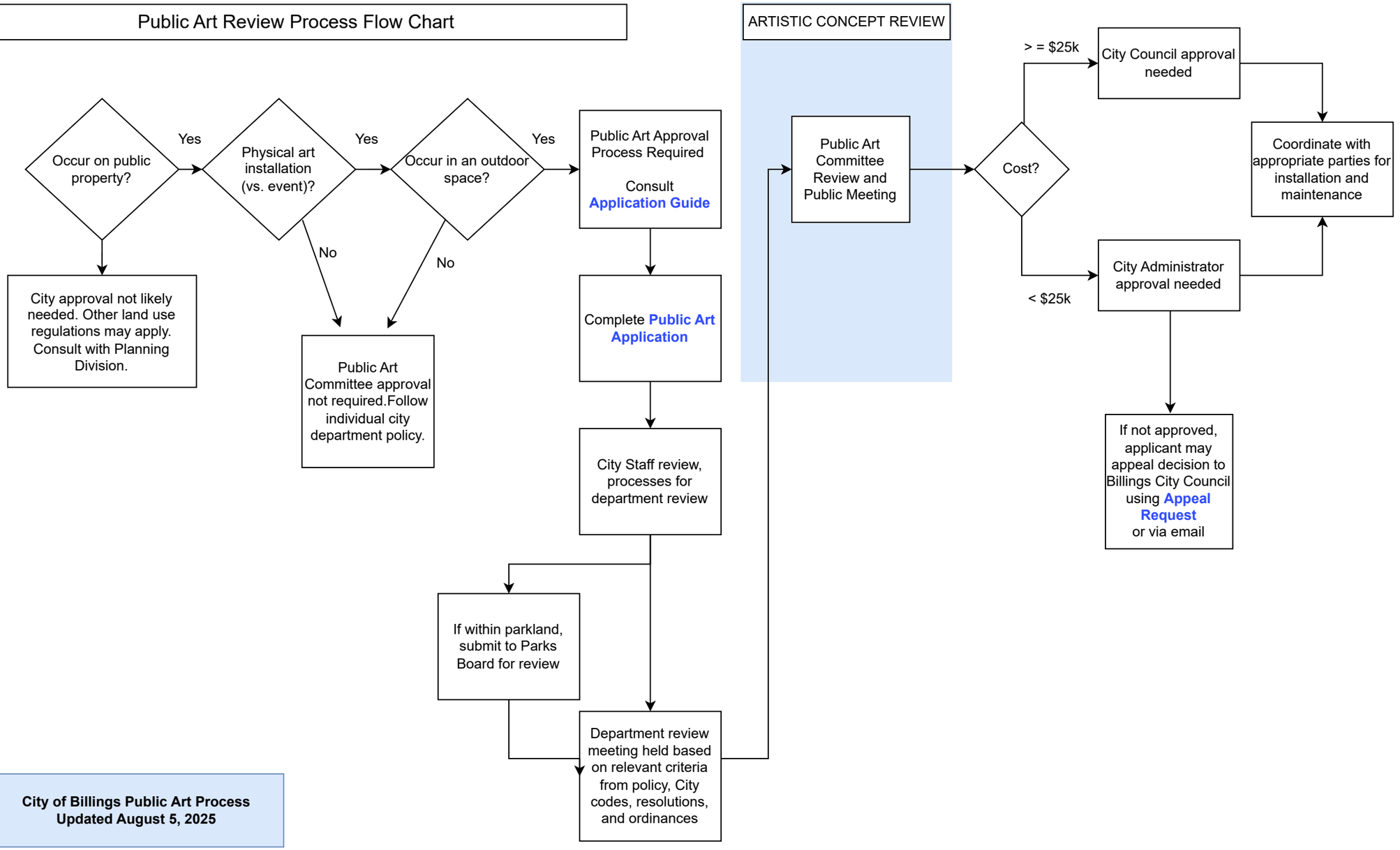
ATTEST:

By: _____
Denise R. Bohlman, City Clerk

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Attachment A

Public Art Review Process Flow Chart



City of Billings Public Art Process
Updated August 5, 2025

Attachment B

City of Billings Public Art Proposal Application and Waiver

This application is intended for use by individuals or groups who are interested in applying for their artwork to be displayed on public property (i.e. park land, right of way, bulb outs, street boulevards or traffic circles, etc.). **For guidance on application criteria, regulations, and tips, please consult the attached Application Guide and Resolution No. 25-_____ (A Resolution of the City of Billings Establishing a Public Art Policy and Establishing an Effective Date).**

Artist/Applicant Information

Name: _____

Address: _____

Phone: _____

Email: _____

Group associated with project (write "None" if not associated with any group): _____

_____

Artwork

Title: _____

Artist Name(s): _____

Artist Involvement: _____

Visual Art Installation Description (Application not applicable to temporary events or performances):

_____

_____

_____

_____

Location/Address: _____

Placement at Address: _____

Planned Duration of Display: _____

Structural Considerations and Safety:

Estimated weight: _____ lbs.
Estimated height: _____ ft.
Estimated width: _____ ft.

Materials: _____

Other structural details or needs (please describe): _____

_____

Artwork Description (Hint: see project criteria section of Application Guide): _____

Maintenance Plan/Considerations: _____

Funding

Funding source(s): _____

Have all funds been acquired? If not, where in the funding process are you? _____

Project Cost:

The first two categories will be used to calculate the maintenance budget

Material: (including the value of donated materials & supplies) _____

Artwork Installation Costs (e.g. concrete base, any other work done by a third party on site for installation) : _____

Other costs

Artwork Transportation Costs: _____

Contracted Services: (e.g., electrician, etc.) _____

Paid Labor: (do **not** include volunteer labor) _____

Fees/Stipends: (e.g., artist or design) _____

Other Expenses: (explain in remarks) _____

TOTAL EXPECTED PROJECT COST: _____

Total Volunteer Hours: _____

Process

Please describe how your project came to be: _____

How did you or will you engage community in your artwork? Please describe method, target audience, and estimated reach. A minimum of 3 distinct activities are recommended. _____

Is there any other information you would like to share regarding your proposal? _____

Applicant Agreement and Waiver

By submitting this application, I/we confirm the following:

- I/we have read the City's public art policy described in Resolution No. 25-_____and agree to comply with the same.
- The design submitted is my/our own work (or I/we have a license to use the same) and does not violate another's copyright. I/we understand that if the artwork includes photography of partially or entirely recognizable people, I must provide the City release statements from all parties unless the City expressly waives this requirement.
- I/we have read and reviewed the Application Guide and understand my/our project will be subject to approval by all relevant City departments.
- I/we understand that unless otherwise set out in a separate written agreement with the City, any decision regarding the placement, installation, or removal of my donated artwork is at the sole discretion of the City.
- I/we understand that I/we will be required to sign a separate written waiver related to the placement, display, use, modification, removal, and disposal of the artwork described herein.

Signature: _____ Date: _____

City of Billings Approvals –*City of Billings Staff approvals will be provided via an electronic system. City of Billings staff will comment on the proposed location, if any permits are required, and whether other action is necessary to bring the project into compliance with City codes and adopted safety regulations. These topics will be reviewed with the applicant during the departmental review meeting.*

Please submit a copy of your design concept. Please include a sketch or example of your proposed design.

- Submit through email, a thumb drive, or via online file transfer service. Be sure to include a label with the artist's name and date of submission.
- 3 - 10 digital images may be submitted, such as the site and artwork design.
- Files should be in JPEG or PNG format (.jpg or .png) saved in "high" or "fine" quality.
- Image file names should include the name of the applicant followed by a designated number (e.g. "Smith 01").

City Of Billings Public Art Proposal Application Guide

This Application Guide provides a summary of the City's process for approving public art as described in more detail in Resolution No. 25-_____ (A Resolution of the City of Billings Establishing a Public Art Policy and Establishing an Effective Date.) If this guide or any other application form conflicts with the resolution, the resolution controls. The public art process is an effective way of engaging the public and artists in telling our community's story. The City of Billings values the public art process as a means to achieve our vision of being a vibrant, welcoming place where people flourish and businesses thrive. Public art has the potential to improve individuals' sense of belonging, place, and safety, and we appreciate community groups and artists who seek to positively contribute to these goals.

SUBMISSION INSTRUCTIONS

The City of Billings Public Art Committee meets monthly on the 4th Wednesday of each month. Meetings may be cancelled due to a lack of applications to review.

Applications are due on the 4th Wednesday of the month before the meeting when the applicant wants the application to be considered.

Applications can be submitted by emailing a copy of the application and images of the design concept to Tate Johnson, johnsont@billingsmt.gov.

Applicants are invited to attend and present their proposed artwork during the Public Art Committee meeting. Additionally, there will be time set aside for public comment for each proposal (3 minute maximum per member of the public).

A staff member from the City of Billings will review your application to ensure everything is complete and ready to present to the Public Art Committee. The staff member will provide guidance on ways to strengthen your application if needed and how to organize your presentation to the Committee.

The Public Art Committee is most interested in proposals that address the following criteria. Preference will be given to submissions that address all or most of the criteria.

1. The project will have a positive impact in the Billings community.
2. The project is accessible to the community and connected to its surroundings.
3. The project enhances the beauty and/or comfort of its location.
4. The project activates a place to make it more engaging.
5. The project brings people together or encourages people to gather and linger.

Regulations and Permit Requirements – Departmental Review Meeting

When an application is received, City staff will schedule a departmental review meeting within 30 days of application submittal. The intent of this meeting is to review the application with the applicant and relevant city departments to coordinate necessary approvals. City staff will also schedule a presentation to the Billings Parks, Recreation, and Cemetery Board for any artwork that is proposed for City of Billings parkland.

City staff will consider elements such as, but not limited to the following:

Location and Placement – Permission is needed from the department that oversees the location where your artwork will be installed.

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Planned Duration – Public art varies from short term, seasonal, or rotational installations to yearlong, multiyear, or indefinite installations. Please let us know your estimated timeline for installation based on durability of the work or intended purpose.

Structural Consideration and Safety – The weight, height, width, materials, and structural design of your artwork are important considerations for public artwork. Work should be sturdy enough to withstand the elements but must also meet certain safety and building requirements that may vary by location. Structures that are approximately 7 feet or larger in any dimension or that are of substantial weight may require more detailed review by a structural engineer at the artist's expense prior to approval and a building permit from the Building Division. Structures less than 30 inches provide more flexibility in clear vision zones such as near driveways, intersections, etc.

Installation

The artist or donor will be responsible for installation costs of the piece. The artist or donor is also expected to coordinate all aspects of installation. If a structural analysis has been conducted, installation must comply with the engineer's instructions. Installation may be subject to inspection by the City of Billings Building, Public Works, or other departments.

Maintenance Plan

Regarding artwork that is donated or commissioned by the City: In the event of damage or vandalism, staff agree to contact the artists to discuss the extent of damage and, if necessary and whenever possible, attempt to provide an opportunity for the artist to repair damages within a timely manner. If available, the City may elect to use any maintenance funds that were donated for the benefit of the City by the applicant for this project or by other donors for other projects involving public art. City staff reserve the right to decommission the public art installation if damages due to graffiti, vandalism, weather, or other associated causes, are beyond minor repair. City staff must maintain their property as necessary to preserve its appearance and integrity, which may warrant decommissioning the public art installation in some circumstances. Staff will attempt to provide the artist with a reasonable opportunity to demobilize the art installation as appropriate if/when necessary.

Art donated to the City will include a maintenance budget donated to a fund at the City. The maintenance budget shall be 10% of the cost of materials plus installation (not including the artist's fee to create the work). The maintenance funds are required at the time of installation. The City recognizes the generosity of artists in donating their talents and works for the benefit of the public. The requirement of maintenance funding is included with the intent of preserving these contributions. If funding is a challenge, City staff can work with the applicant to identify potential funding sources. Funds will be available to perform minor maintenance on any of the City's outdoor public art collections.

Regarding murals: If the public art is a mural, the City will coordinate painting over the mural in the event of irreparable damage as part of routine maintenance. Please note – the average life span of a mural is 1 – 5 years, depending on natural degradation through weather and other conditions. In most cases, the new blank space would serve as a new opportunity for public art and the original mural will not be repainted.

Funding

This section helps us get a better understanding of your project and the economic impact of public art in our community. Each cost can be a general estimate. However, applicants are encouraged to put thought into their

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estimates and consider potential project overruns. These estimates will be used to calculate the maintenance donation needed, but before installation the applicant should confirm with City staff that these costs have not significantly changed. If they have, the City reserves the right to change the required maintenance donation. For volunteer hours donated, please include the total number of hours across the entire project. For example, if 4 people help on your project for 10 hours each, you would write "40 hours".

Process

Project Origin – Describe how your project came to be. What led you to propose this project? What inspired your decision to design a public art proposal for Billings?

Community Engagement – Community engagement is an important component of public art. Engagement can occur during the ideation, design, location selection, or implementation of this public art piece. Community is defined as a group of stakeholders who the artwork represents or who will interact with the artwork. We ask that you complete at least 3 community engagement activities prior to submitting your application for review. If artwork represents a particular group or culture, applicant must demonstrate that content experts from that community have been consulted and approve of the proposal.

Here are some ideas for you to consider in engaging stakeholders in your process:

- Host a public meeting or focus group to collect ideas for your artwork design
- Invite community members to select the artist or meet the artist once selected
- Work with the artist to determine how community members can be involved with the artwork
- Present your idea to the relevant Neighborhood Task Force for input
- Organize a sneak preview of your design for members of the community
- Knock on doors around the proposed location to let residents know what is coming
- Mail postcards advertising an online survey or other public input opportunities to residents/businesses within at least 300 feet of the installation
- Invite people to co-create your artwork
- Post your design on social media for several days and ask people for their feedback

For more guidance or coaching, contact Tate Johnson, johnsont@billingsmt.gov, or visit the Placemaking Playbook which can be viewed on the City's website at https://www.billingsmt.gov/3093/Mobilize-the-MAGIC-City-Project.

- **Please submit a copy of your design concept.** Please include a sketch or example of your proposed design. Submit through email, a thumb drive labeled with the artist's name and date of submission, or via online file transfer service.
- 3 - 10 digital images may be submitted, such as the site and artwork design.
- Files should be in JPEG or PNG format (.jpg or .png) saved in "high" or "fine" quality.
- Image files should include last name of the artist followed by a designated number (e.g. "Smith 01").

Once you submit your application, staff will help prepare for the committee meeting.

Appeals

DRAFT

If your application is denied and you disagree with the determination, you may appeal the decision by filing a written notice of appeal to City Council within 15 days of the notice of denial. An appeal form is available, or you may submit your appeal via email to bohlmand@billingsmt.gov.

DRAFT

Public Art Policy Appeal Form

If your application for public artwork is denied and you disagree with the determination, you may appeal the decision by filing a written notice of appeal to Billings City Council within 15 days of the notice of denial. Please send this form to bohlmand@billingsmt.gov. Feel free to use additional pages or attach additional materials.

Name: _____

Address: _____

Phone: _____

Email: _____

Artwork title: _____

Public Art Committee Decision: _____

Additional feedback on artwork from Public Art Committee (if supplied):

_____
_____
_____
_____
_____
_____

Why do you disagree with the determination? Please tie your reasoning back to the City of Billings' Public Art Policy.

_____
_____
_____
_____
_____
_____
_____
_____
_____

Date submitted: _____

DRAFT

City Council Regular

Date:	09/22/2025
Title:	Payment of Claims for week of August 25th, 2025
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $4,611,192.88 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than $1,000, then it must be approved by the Finance Director or designee. If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

No other alternatives were analyzed.

FISCAL EFFECTS

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

Attachments

CouncilMemo wk of 08252025

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/25/2025	882757	3-V Distributing	Fleet	$ 4,200.00	25518
08/25/2025	882757	3-V Distributing	Fleet	$ 287.00	25518
08/25/2025	882758	ABM Industry Groups	Facilities	$ 11,836.00	Custodial Services at the BOC - August 2025
08/25/2025	882760	Advanced Employment	Building	$ 428.40	Temp Employee
08/25/2025	882760	Advanced Employment	Building	$ 604.80	Temp Employee
08/25/2025	882760	Advanced Employment	Solid Waste	$ 763.00	Advanced Employment Services 1360099514
08/25/2025	882760	Advanced Employment	Solid Waste	$ 928.20	Landfill.. Contract Labor 08/05-08/08/25
08/25/2025	882761	Air Controls-Billings	Facilities	$ 174,478.59	Remove and replace of fourteen (14) rooftop units at BOC
08/25/2025	882763	Altitude Signal	Street/Traffic	$ 12,343.52	preemption cards for signals; Invoice 1004161
08/25/2025	882763	Altitude Signal	Street/Traffic	$ 39,340.34	signal supplies per quote 004746; Invoice 1004126
08/25/2025	882767	Askin Construction	Gas Tax	$ 52,494.75	WO25-28 Safe Routes to School Projects
08/25/2025	882767	Askin Construction	Wastewater	$ 363,843.13	WO 25-36 Contract 2 2025 Sewer Main Replacement
08/25/2025	882767	Askin Construction	Water	$ 6,420.38	WO 19-42 Gravel Ribbon Placed along East
08/25/2025	882773	Big Sky Passenger Rail Authority	General	$ 6,000.00	Inv. 2607 FY2025/2026 Government Partner
08/25/2025	882774	Billings Clinic	Public Safety	$ 3,870.00	MEDICAL DIRECTOR APRIL-JUNE
08/25/2025	882781	Castlerock Excavating	Wastewater	$ 12,138.00	WO 25-01 repaired broken sewer service a
08/25/2025	882790	Classic Concrete	Gas Tax	$ 1,600.00	WO 25-05 Remove/Replace Curb/Gutter @ 10
08/25/2025	882790	Classic Concrete	Gas Tax	$ 1,690.00	WO 25-05 Remove/Replace Curb/Gutter @ 60
08/25/2025	882790	Classic Concrete	Gas Tax	$ 720.00	WO 25-05 Remove/Replace Sidewalk @ 1029
08/25/2025	882790	Classic Concrete	Gas Tax	$ 1,728.00	WO 25-05 Remove/Replace Sidewalk @ 2424
08/25/2025	882790	Classic Concrete	Gas Tax	$ 1,600.00	WO 25-05...Remove/Replace Concrete Curb
08/25/2025	882791	CMC Rescue	Public Safety	$ 8,850.00	CMC ROPE RESCUE TECHNICIAN I/II CLASS FOR 6 PEOPLE
08/25/2025	882793	Cop Construction	Wastewater	$ 217,061.30	WO 24-08 Hesper Sewer - Shiloh Rd to S 48th St W; Pmt 5
08/25/2025	882801	Dick Anderson Construction	Wastewater	$ 44,337.15	WO 20-44 WRF Nutrient Recovery Improvements; Pmt 10
08/25/2025	882801	Dick Anderson Construction	Water	$ 1,818,210.31	WO 19-42 West End WTP Project - Construction; Pmt 19
08/25/2025	882801	Dick Anderson Construction	Water	$ 415,626.36	WO 23-96 Dick Anderson Const WTP Intake #2 Catwalk
08/25/2025	882802	DOWL	Storm Sewer	$ 47,525.70	Engineer = Contract Expires 12/31/2027; PMT 6
08/25/2025	882802	DOWL	Storm Sewer	$ 3,066.75	WO 20-24 West End Storm System Improvements; Pmt 38
08/25/2025	882802	DOWL	Storm Sewer	$ 4,911.50	WO 24-26 Stormwater Master Plan, Phase 1 Prof Svcs
08/25/2025	882804	Downtown Billings Partnership	Tax Incrmnt N27	$ 16,775.09	Draw 1 MT Main Streets - MT-MMS-CG-25-001
08/25/2025	882807	Empire Garage Owner's Assoc	Parking	$ 9,099.74	IN001741
08/25/2025	882808	Engineering	St Maint Dist	$ 1,083.00	WO 2503 City Overlay Striping...Enginee
08/25/2025	882808	Engineering	St Maint Dist	$ 9,435.00	WO 2599 Traffic Signal Replacement: Consultant Contract

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/25/2025	882812	Ferguson Enterprises	Water	$ 172.91	2 1/2 SWVL
08/25/2025	882812	Ferguson Enterprises	Water	$ 3,579.95	8" gate valve, 6" gate valve, 8x6 tee P
08/25/2025	882812	Ferguson Enterprises	Water	$ 5,497.18	gaskets, valves, fittings
08/25/2025	882813	FieldTurf USA	Amend Park	$ 3,250.00	amend turf field maintenance done - 731347
08/25/2025	882814	FCS	Storm Sewer	$ 10,466.81	WO 20-37 Stormwater Utility Development; Pmt 55
08/25/2025	882822	GMP Consultants	Public Safety	$ 3,500.00	INTERNAL FIRE CHIEF CANDIDATE REVIEW
08/25/2025	882824	Grainger Parts	Facilities	$ 276.20	Inv. #9454010720 - BOC Pleated Air Filters
08/25/2025	882824	Grainger Parts	Facilities	$ 774.36	Inv. #9454999930 - BOC Pleated Air Filters
08/25/2025	882824	Grainger Parts	Facilities	$ 38.22	Inv. #9461080609 Cutoffwheel Connector/Batteries
08/25/2025	882824	Grainger Parts	Facilities	$ 190.47	Inv. #9464782060 - Fleet Door Closer Hydraulic Aluminum
08/25/2025	882824	Grainger Parts	Facilities	$ 23.48	Inv. #9489374802 BOC Double Sided Foam Tape
08/25/2025	882824	Grainger Parts	Facilities	$ 247.32	Inv. #9492354098 - BOC Absorbent Room Oil Based Liquids
08/25/2025	882824	Grainger Parts	Facilities	$ 82.44	Inv. #9501355870 BOC LED Medium Bi-Pen
08/25/2025	882824	Grainger Parts	Facilities	$ 52.52	Inv. #9502032189 - Evidence Odor Removal Air Filter
08/25/2025	882824	Grainger Parts	Facilities	$ 40.80	Inv. #9509076205 - YVAS Fluorescent Bulbs
08/25/2025	882824	Grainger Parts	Facilities	$ 61.94	Inv. #9516455277 - Zoom Spout Oiler/Batteries C/AA/AAA
08/25/2025	882824	Grainger Parts	Facilities	$ 122.40	Inv. #952029562 - YVAS Fluorescent Bulbs
08/25/2025	882824	Grainger Parts	Facilities	$ 7.00	Inv. #9520529570 - City Hall Jobber Drill Bits
08/25/2025	882824	Grainger Parts	Facilities	$ 122.40	Inv. #9521260779 - YVAS Fluorescent Bulbs
08/25/2025	882824	Grainger Parts	Facilities	$ 12.17	Inv. #9521535220 - Tools for Chris Hex Shank Drill Bits
08/25/2025	882824	Grainger Parts	Facilities	$ 28.36	Inv. #9521535246 YVAS Plug-In Bulb
08/25/2025	882824	Grainger Parts	Facilities	$ 14.28	Inv. #9524391308 - Tools for Chris - Combo Wrench Steel
08/25/2025	882824	Grainger Parts	Facilities	$ 76.82	Inv. #9524391324 - City Hall Belt Hook Kit/Replacement
08/25/2025	882824	Grainger Parts	Facilities	$ 15.55	Inv. #9530917344 - City Hall Wall Switch/TGL Switch
08/25/2025	882824	Grainger Parts	Facilities	$ 16.04	Inv. #9533447703 - Miniature Bi-Pen
08/25/2025	882824	Grainger Parts	Facilities	$ 46.22	Inv. #9534061719 - City Hall Replacement Lens
08/25/2025	882824	Grainger Parts	Fleet	$ 13.76	9596425877
08/25/2025	882824	Grainger Parts	Fleet	$ 17.33	9600091558
08/25/2025	882824	Grainger Parts	Fleet	$ 18.19	9600091558
08/25/2025	882824	Grainger Parts	Fleet	$ 178.90	9600091566
08/25/2025	882824	Grainger Parts	Fleet	$ 72.80	9600091566
08/25/2025	882824	Grainger Parts	Fleet	$ 19.75	9600322011
08/25/2025	882824	Grainger Parts	Water	$ 117.48	NEOPRENE CHEM RESIST GLOVE-XL P/N: 4T432

Check Date	Check #	Name	Fund Name		Amount	Item Desc
08/25/2025	882824	Grainger Parts	Water	$	243.62	SKULL SCREW EAR PLUG WITH CORD P/N: 1MCD8
08/25/2025	882825	Granite Peak Pump Service	Park Dist 1	$	2,629.55	NORTH PARK PUMP STATION REPAIRS 25189
08/25/2025	ACH	HDR	Water	$	112,083.94	WO 19-12 West End Reservoir; Pmt 76
08/25/2025	ACH	HDR	Water	$	33,974.83	WO 23-12 Zone 4 Pump Station & Waterline Improvements
08/25/2025	882837	Interstate Power Systems	Solid Waste	$	5,775.55	CONTROL MODULE, TRANSMISSION,BACKFLUSH OIL COO
08/25/2025	882837	Interstate Power Systems	Solid Waste	$	4,214.50	DIAGNOSTICS, CLUTCH PISTON CRACKED
08/25/2025	882837	Interstate Power Systems	Wastewater	$	5.01	18 GAUGE TWISTED PAIR WIRE, SPEED SENSOR CON KIT
08/25/2025	882837	Interstate Power Systems	Wastewater	$	494.88	DIAGNOSE REPAIR HYDRAULIC PUMP LEAKING AT SHAFT SE
08/25/2025	882837	Interstate Power Systems	Water	$	5.00	18 GAUGE TWISTED PAIR WIRE, SPEED SENSOR CON KIT
08/25/2025	882837	Interstate Power Systems	Water	$	494.87	DIAGNOSE REPAIR HYDRAULIC PUMP LEAKING AT SHAFT SE
08/25/2025	882844	Knife River	Street/Traffic	$	1,105.28	Gravel 25th & Cook
08/25/2025	882844	Knife River	Wastewater	$	823.40	gravel for yard
08/25/2025	882844	Knife River	Wastewater	$	434.36	gravel for yard
08/25/2025	882844	Knife River	Wastewater	$	728.06	gravel for yard
08/25/2025	882844	Knife River	Water	$	823.41	gravel for yard
08/25/2025	882844	Knife River	Water	$	434.36	gravel for yard
08/25/2025	882844	Knife River	Water	$	728.07	gravel for yard
08/25/2025	882845	L N Curtis and Sons	Public Safety	$	98.00	5STZ BLIND CAP, WITH LANYARD
08/25/2025	882845	L N Curtis and Sons	Public Safety	$	5,441.88	STRUCTURE BOOTS
08/25/2025	882845	L N Curtis and Sons	Public Safety	$	1,636.45	WILDLAND NOMEX PANTS
08/25/2025	882849	Maaco	Property Ins	$	9,447.90	Repairs to Engineering Truck #1097 #2025-076
08/25/2025	882854	Montana CSED	Payroll Clearing	$	6,822.51	Payroll Summary
08/25/2025	882857	MFPE	Payroll Clearing	$	2,901.76	Payroll Summary
08/25/2025	882859	MSFA	Payroll Clearing	$	6,480.60	Payroll Summary
08/25/2025	882861	MPPA	Payroll Clearing	$	3,884.37	Payroll Summary
08/25/2025	882862	MRM Unified Campus	Tax Incrmnt N27	$	210,000.00	DT TIF Assistance - MRM Unified Campus
08/25/2025	882864	MT Dept of Rev-CGR2	Facilities	$	1,762.41	Remove and replace of fourteen (14) rooftop units at BOC
08/25/2025	882864	MT Dept of Rev-CGR2	Gas Tax	$	530.25	WO 25-28 Safe Routes to School Projects - Const Contract
08/25/2025	882864	MT Dept of Rev-CGR2	Trl Donate	$	376.68	WO 25-08 Rose Park Trail; Pmt 1
08/25/2025	882864	MT Dept of Rev-CGR2	Wastewater	$	447.85	WO 20-44 WRF Nutrient Recovery Improvements; Pmt 10
08/25/2025	882864	MT Dept of Rev-CGR2	Wastewater	$	2,192.54	WO 24-08 Hesper Sewer - Shiloh Rd to S 48th St W; Pmt 5
08/25/2025	882864	MT Dept of Rev-CGR2	Wastewater	$	3,675.18	WO 25-01 Contract 2 2025 Sewer Main Replacement; Pmt 1
08/25/2025	882864	MT Dept of Rev-CGR2	Water	$	18,365.76	WO 19-42 West End WTP Construction; Pmt 19

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/25/2025	882864	MT Dept of Rev-CGR2	Water	$ 12,680.76	WO 23-12 Zone 4 Pump Station & Waterline Improvements
08/25/2025	882864	MT Dept of Rev-CGR2	Water	$ -	WO 23-29 Grand Avenue Waterline Replacement
08/25/2025	882864	MT Dept of Rev-CGR2	Water	$ 4,198.24	WO 23-96 WTP Intake #2 Catwalk Repairs and Improvs
08/25/2025	882873	NorthWestern Energy	Airport	$ 50.98	1647695-4. De Icer. August 2025
08/25/2025	882873	NorthWestern Energy	Building	$ 29.19	1569631-3
08/25/2025	882873	NorthWestern Energy	CDBG	$ 26.95	1302 Parkhill Dr/ Account #4241122-3
08/25/2025	882873	NorthWestern Energy	CDBG	$ 50.34	1709 Saint Johns / Account #4150071-1
08/25/2025	882873	NorthWestern Energy	Facilities	$ 2,161.30	0975808-7
08/25/2025	882873	NorthWestern Energy	Facilities	$ 1,050.62	1160802-3
08/25/2025	882873	NorthWestern Energy	Facilities	$ 1,565.94	1160804-9
08/25/2025	882873	NorthWestern Energy	Facilities	$ 3,710.66	1269391-7
08/25/2025	882873	NorthWestern Energy	Facilities	$ 39.01	3866815-8
08/25/2025	882873	NorthWestern Energy	Facilities	$ 88.24	3922089-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,342.83	SILMD 10 Acct# 0712546-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 2,530.44	SILMD 100 Acct# 0712559-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 2,052.61	SILMD 107 Acct# 0712560-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 5,147.73	SILMD 109 Acct# 0712561-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 279.74	SILMD 113 Acct# 0712562-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,107.75	SILMD 114 Acct# 0712563-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 260.63	SILMD 115 Acct# 0712564-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 684.19	SILMD 116 Acct# 0712565-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 3,737.39	SILMD 117 Acct# 0712566-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 243.05	SILMD 118 Acct# 0712567-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 149.95	SILMD 119 Acct# 0712568-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 2,932.27	SILMD 121 Acct# 0712570-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 220.19	SILMD 122 Acct# 0712571-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 390.98	SILMD 123 Acct# 0712572-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,140.33	SILMD 124 Acct# 0712573-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 456.09	SILMD 125 Acct# 0712574-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 228.08	SILMD 126 Acct# 0712575-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 825.78	SILMD 127 Acct# 0712576-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 578.04	SILMD 128 Acct# 0712577-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 390.98	SILMD 129 Acct# 0712578-4

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 5,872.69	SILMD 13 Acct# 0721276-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 28.36	SILMD 13 Acct# 4255370-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 140.90	SILMD 130 Acct# 0712579-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,010.03	SILMD 131 Acct# 0712580-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 261.65	SILMD 133 Acct# 0712581-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 603.81	SILMD 134 Acct# 0712582-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 605.58	SILMD 135 Acct# 0712583-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 553.86	SILMD 136 Acct# 0712584-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 457.09	SILMD 137 Acct# 0712585-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 879.66	SILMD 138 Acct# 0712586-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 293.23	SILMD 139 Acct# 0712587-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 3,021.26	SILMD 14 Acct# 0721277-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 14.53	SILMD 14 Acct# 4167204-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 684.19	SILMD 143 Acct# 0712588-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 32.59	SILMD 144 Acct# 0712589-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 550.51	SILMD 145 Acct# 0712590-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 423.57	SILMD 146 Acct# 0712591-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 520.78	SILMD 147 Acct# 0712592-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 2,025.38	SILMD 149 Acct# 0712593-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 880.81	SILMD 150 Acct# 0712594-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 749.37	SILMD 151 Acct# 0712595-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 5,058.56	SILMD 152 Acct# 0712596-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 633.11	SILMD 153 Acct# 0712597-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,431.38	SILMD 154 Acct# 0712598-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 586.44	SILMD 155 Acct# 0712599-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,073.51	SILMD 157 Acct# 0712600-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 944.85	SILMD 158 Acct# 0712601-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,164.62	SILMD 159 Acct# 0712602-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 847.09	SILMD 160 Acct# 0712603-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,238.67	SILMD 161 Acct# 0712604-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 57.59	SILMD 162 Acct# 0712605-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,015.25	SILMD 163 Acct# 0712606-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 440.42	SILMD 164 Acct# 0712607-1

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,042.57	SILMD 165 Acct# 0712608-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 275.26	SILMD 167 Acct# 0712609-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,368.61	SILMD 17 Acct# 0712553-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 660.61	SILMD 171 Acct# 0712610-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 603.76	SILMD 172 Acct# 0712611-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,376.31	SILMD 173 Acct# 0712612-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,156.10	SILMD 174 Acct# 0712613-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 385.33	SILMD 175 Acct# 0712614-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 41.15	SILMD 176 Acct# 0712615-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 302.77	SILMD 178 Acct# 0712616-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 605.58	SILMD 179 Acct# 0712617-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 412.89	SILMD 180 Acct# 0712618-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,987.45	SILMD 181 Acct# 0712619-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 688.16	SILMD 182 Acct# 0712620-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,376.32	SILMD 183 Acct# 0712621-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 440.42	SILMD 184 Acct# 0712622-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 165.16	SILMD 185 Acct# 0712623-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 930.91	SILMD 186 Acct# 0712624-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 275.26	SILMD 187 Acct# 0712625-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 330.34	SILMD 188 Acct# 0712626-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 275.26	SILMD 189 Acct# 0712627-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,431.38	SILMD 190 Acct# 0712628-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 491.38	SILMD 191 Acct# 0712629-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 357.87	SILMD 192 Acct# 0712630-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 880.81	SILMD 193 Acct# 0712631-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 415.56	SILMD 194 Acct# 0712632-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 332.44	SILMD 195 Acct# 0712633-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 105.84	SILMD 196 Acct# 0712634-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 105.84	SILMD 197 Acct# 0712635-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 137.65	SILMD 198 Acct# 0712636-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 71.37	SILMD 200 Acct# 0712637-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 578.04	SILMD 201 Acct# 0712638-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 986.09	SILMD 202 Acct# 0712639-4

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08/25/2025	882874	NorthWestern Energy	Light Maint	$ 28.24	SILMD 203 Acct# 0712640-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 544.46	SILMD 204 Acct# 0712641-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 32.93	SILMD 205 Acct# 0712642-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 385.33	SILMD 206 Acct# 0712643-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 440.42	SILMD 207 Acct# 0712644-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 633.11	SILMD 209 Acct# 0712646-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 127.02	SILMD 210 Acct# 0712647-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 70.57	SILMD 211 Acct# 0712648-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 70.57	SILMD 212 Acct# 0712649-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 42.33	SILMD 213 Acct# 0712650-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 450.46	SILMD 214 Acct# 0712651-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 165.16	SILMD 216 Acct# 0712652-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 540.28	SILMD 217 Acct# 0712653-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 377.21	SILMD 220 Acct# 0712654-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 8.26	SILMD 221 Acct# 0712655-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 112.10	SILMD 222 Acct# 0712656-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 169.37	SILMD 223 Acct# 0712657-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,750.11	SILMD 224 Acct# 0712658-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 522.17	SILMD 225 Acct# 0712659-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 313.49	SILMD 226 Acct# 0712660-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 812.72	SILMD 227 Acct# 0712661-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 944.85	SILMD 228 Acct# 0712662-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 488.71	SILMD 229 Acct# 0712663-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,140.35	SILMD 230 Acct# 0712664-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 684.19	SILMD 231 Acct# 0712665-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 2,964.86	SILMD 232 Acct# 0712666-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,240.29	SILMD 233 Acct# 0712667-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 675.35	SILMD 234 Acct# 0712668-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 785.41	SILMD 235 Acct# 0712669-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 249.34	SILMD 236 Acct# 0712670-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 467.93	SILMD 237 Acct# 0712671-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 16.40	SILMD 238 Acct# 0712672-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 110.14	SILMD 239 Acct# 0712673-3

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08/25/2025	882874	NorthWestern Energy	Light Maint	$ 598.43	SILMD 240 Acct# 0712674-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 696.14	SILMD 241 Acct# 0712675-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 97.74	SILMD 242 Acct# 0712676-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 130.34	SILMD 244 Acct# 0712677-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 89.14	SILMD 245 Acct# 0712678-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 390.98	SILMD 246 Acct# 0712679-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,186.06	SILMD 247 Acct# 0712680-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 3,225.47	SILMD 249 Acct# 0718734-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 299.21	SILMD 250 Acct# 0719001-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 4,579.28	SILMD 251 Acct# 0718801-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 651.60	SILMD 252 Acct# 0719162-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 2,168.55	SILMD 253 Acct# 0719644-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 224.17	SILMD 254 Acct# 0719763-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 183.75	SILMD 255 Acct# 0720813-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,336.15	SILMD 257 Acct# 0720360-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 3,109.93	SILMD 258 Acct# 0720606-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,954.02	SILMD 259 Acct# 0720810-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 586.44	SILMD 261 Acct# 0720705-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 3,655.14	SILMD 262 Acct# 0720937-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,360.68	SILMD 263 Acct# 0720716-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 244.56	SILMD 264 Acct# 0721427-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 426.08	SILMD 265 Acct# 0721556-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 56.73	SILMD 266 Acct# 0721684-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 183.92	SILMD 270 Acct# 0906944-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 66.64	SILMD 270 Acct# 0907777-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 55.49	SILMD 270 Acct# 4262276-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 77.00	SILMD 270 Acct# 4262277-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 56.66	SILMD 270 Acct# 4262278-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 91.19	SILMD 270 Acct# 4262282-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,139.14	SILMD 271 Acct# 0995095-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 3,329.13	SILMD 272 Acct# 0905005-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 241.78	SILMD 273 Acct# 0926386-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 712.70	SILMD 276 Acct# 0961926-3

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08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,001.13	SILMD 277 Acct# 1058710-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 315.81	SILMD 278 Acct# 1087619-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 70.22	SILMD 279 Acct# 1124127-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 864.41	SILMD 280 Acct# 1045653-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 628.06	SILMD 283 Acct# 1172743-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 387.81	SILMD 285 Acct# 1206985-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 287.27	SILMD 286 Acct# 1296582-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 2,180.48	SILMD 288 Acct# 1303978-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 222.31	SILMD 289 Acct# 1685375-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 85.15	SILMD 289 Acct# 4185749-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 158.63	SILMD 290 Acct# 1433921-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 716.78	SILMD 292 Acct# 1481532-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 275.26	SILMD 293 Acct# 1481534-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 550.51	SILMD 294 Acct# 1481535-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 130.34	SILMD 295 Acct# 1481536-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,458.88	SILMD 296 Acct# 1481537-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 247.74	SILMD 297 Acct# 1481539-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 220.19	SILMD 298 Acct# 1481540-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 481.51	SILMD 300 Acct# 1662840-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 6,083.00	SILMD 301 Acct# 1687005-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 253.53	SILMD 302 Acct# 1607534-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 872.43	SILMD 305 Acct# 1695873-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 227.64	SILMD 306 Acct# 1740353-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 2,991.82	SILMD 307 Acct# 2049005-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 318.98	SILMD 308 Acct# 2072459-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 349.69	SILMD 309 Acct# 2001311-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 80.29	SILMD 310 Acct# 2060519-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 269.17	SILMD 311 Acct# 3014475-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 270.23	SILMD 312 Acct# 3146127-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 431.84	SILMD 315 Acct# 3305804-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,349.41	SILMD 316 Acct# 3291842-7
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 84.39	SILMD 317 Acct# 3253826-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 954.96	SILMD 318 Acct# 3372018-6

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08/25/2025	882874	NorthWestern Energy	Light Maint	$ 81.24	SILMD 320 Acct# 0712569-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 393.73	SILMD 321 Acct# 3338917-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 84.49	SILMD 322 Acct# 3402033-9
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 710.71	SILMD 323 Acct# 3597170-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 306.19	SILMD 324 Acct# 1246537-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 249.92	SILMD 325 Acct# 3587598-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 100.80	SILMD 326 Acct# 3840455-4
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 219.96	SILMD 327 Acct# 3810801-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 614.41	SILMD 328 Acct# 3894879-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 77.38	SILMD 329 Acct# 3939032-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 238.25	SILMD 330 Acct# 3951594-5
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 35.55	SILMD 331 Acct# 0712645-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 11.28	SILMD 331 Acct# 4174590-2
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 34.29	SILMD 331 Acct# 4174591-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 29.45	SILMD 331 Acct# 4174593-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 24.70	SILMD 331 Acct# 4176340-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 135.63	SILMD 332 Acct# 4093467-1
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 471.54	SILMD 8 Acct# 0712544-6
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 430.40	SILMD 9 Acct# 0712545-3
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 663.80	SILMD 95 Acct# 0712556-0
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 11,666.48	SILMD 97 Acct# 0712557-8
08/25/2025	882874	NorthWestern Energy	Light Maint	$ 1,373.31	SILMD 99 Acct# 0712558-6
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 46.13	0712387-0
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 157.34	0712536-2
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 1,414.86	0712538-8
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 94.67	0712539-6
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 101.27	0720818-4
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 3,258.82	0720821-8
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 22.19	0722253-2
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 24.67	0722258-1
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 31.05	0722259-9
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 10.49	0722272-2
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 65.25	0722273-0

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08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 11.19	0722274-8
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 105.72	0722275-5
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 35.55	0722278-9
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 15.76	0722279-7
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 22.19	0722280-5
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 22.19	0722281-3
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 22.19	0722283-9
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 22.19	0722284-7
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 1,876.18	0722287-0
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 15.76	0722808-3
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 25.62	0722852-1
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 24.67	0722862-0
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 56.97	0722901-6
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 23.12	0722976-8
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 93.25	0722995-8
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 93.65	0723005-5
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 22.19	0723025-3
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 8.28	0723039-4
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 1,322.04	0723045-1
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 22.06	0723046-9
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 38.42	0723049-3
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 36.14	0723064-2
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 36.14	0723065-9
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 13.87	0723391-9
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 100.07	0723884-3
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 36.14	0723887-6
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 75.59	0813489-2
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 360.34	0925496-2
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 42.51	0978917-3
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 1,385.56	1160780-1
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 476.99	1191404-1
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ -	1409394-2
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 22.05	1588262-4

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08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 26.81	1635289-0
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 28.69	1836666-6
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 17.02	1849408-8
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 21.60	1904944-4
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 56.53	1941243-6
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 33.97	3020837-5
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 22.05	3178260-0
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 72.31	3241436-9
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 22.06	3477233-5
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 26.81	3771457-3
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ -	4086220-3
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 185.45	4089118-6
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 50.27	4148708-3
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 154.87	4177819-2
08/25/2025	882873	NorthWestern Energy	Park Dist 1	$ 147.77	4204010-5
08/25/2025	882873	NorthWestern Energy	Parking	$ 88.71	3835890-9
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 7.00	0722272-2
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 22.19	0723384-4
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 24.25	0723386-9
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 24.25	0723387-7
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 24.25	0723388-5
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 9.25	0723391-9
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 0.85	0723392-7
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 22.79	0723393-5
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 22.19	0723394-3
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 22.19	0723395-0
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 22.19	0723396-8
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 22.19	0723397-6
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 22.19	0723398-4
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 22.19	0723835-5
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 24.67	0723836-3
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 22.34	0723840-5
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 445.70	0723879-3

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08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 22.05	0723883-5
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 1.31	0723885-0
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 1.31	0723885-0
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 23.05	0881455-0
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 0.73	1029192-0
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 47.52	1045813-1
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 0.83	1265177-4
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 0.86	1396192-5
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 0.60	1425364-5
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 136.80	1513796-1
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 123.12	1513800-1
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 24.10	1513802-7
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 22.06	1513804-3
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 22.90	1514388-6
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 0.83	1948667-9
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 0.86	2041362-1
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 5.17	2055817-7
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 13.03	3707234-5
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 31.10	3707235-2
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 21.04	3707236-0
08/25/2025	882873	NorthWestern Energy	Parks Maint	$ 51.03	4103439-8
08/25/2025	882873	NorthWestern Energy	Public Safety	$ 24.79	0712532-1
08/25/2025	882873	NorthWestern Energy	Public Safety	$ 602.40	0720817-6
08/25/2025	882873	NorthWestern Energy	Public Safety	$ 696.30	0871546-8
08/25/2025	882873	NorthWestern Energy	Public Safety	$ 2,141.38	1183483-5
08/25/2025	882873	NorthWestern Energy	Public Safety	$ 458.26	4045328-4
08/25/2025	882873	NorthWestern Energy	Solid Waste	$ 822.95	3252194-0
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 22.90	0855404-0
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 9.51	1045820-6
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 0.72	1740357-7
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 0.45	1748896-6
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 24.25	2047007-6
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 24.57	2047010-0

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 23.95	2047013-4
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 24.10	2047017-5
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 23.83	2047019-1
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 2.83	3088038-9
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 1.06	3590004-2
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 57.89	3648861-7
08/25/2025	882873	NorthWestern Energy	Street/Traffic	$ 31.83	3660075-7
08/25/2025	882874	NorthWestern Energy	Street/Traffic	$ 14,592.11	Signal Bills 08.15.2025
08/25/2025	882873	NorthWestern Energy	Transit	$ 3,126.14	0100473-8_081825 Metroplex electricity- 1705 Monad Rd.
08/25/2025	882873	NorthWestern Energy	Transit	$ 293.36	0719225-5
08/25/2025	882873	NorthWestern Energy	Transit	$ 32.00	4270013-8
08/25/2025	882873	NorthWestern Energy	Wastewater	$ 6,031.57	0100591-7
08/25/2025	882873	NorthWestern Energy	Wastewater	$ 2,620.90	0100606-3
08/25/2025	882873	NorthWestern Energy	Wastewater	$ 28.11	1704025-4
08/25/2025	882873	NorthWestern Energy	Water	$ 1,799.62	0100485-2
08/25/2025	882873	NorthWestern Energy	Water	$ 11,520.63	0100540-4
08/25/2025	882873	NorthWestern Energy	Water	$ 199,187.85	0100606-3
08/25/2025	882873	NorthWestern Energy	Water	$ 7,862.68	0100606-3
08/25/2025	882873	NorthWestern Energy	Water	$ 18,773.69	0722264-9
08/25/2025	882873	NorthWestern Energy	Water	$ 13,910.04	0723040-2
08/25/2025	882873	NorthWestern Energy	Water	$ 22.05	0723059-2
08/25/2025	882873	NorthWestern Energy	Water	$ 1,314.81	1116452-2
08/25/2025	882873	NorthWestern Energy	Water	$ 170.88	1142253-2
08/25/2025	882873	NorthWestern Energy	Water	$ 47.82	1160807-2
08/25/2025	882873	NorthWestern Energy	Water	$ 14.00	1346673-5
08/25/2025	882873	NorthWestern Energy	Water	$ 27.08	1867265-9
08/25/2025	882873	NorthWestern Energy	Water	$ 1,483.16	WO 19-12.....4519 Hesper Rd TEMP...July
08/25/2025	882875	Northwestern Energy-Billing Dv	Airport	$ 15,987.00	Relocate Electrical For De Ice Farm Move
08/25/2025	882877	Orion Planning + Design	Planning	$ 20,347.50	Services July 1 2025 - July 31, 2025; 100% City
08/25/2025	882878	Pacific Steel	Fleet	$ 392.51	9097135
08/25/2025	882878	Pacific Steel	Fleet	$ 650.00	9097135
08/25/2025	882878	Pacific Steel	Fleet	$ 59.59	9098286
08/25/2025	882878	Pacific Steel	Street/Traffic	$ 6,317.00	Metal plate for Temp Covering of Sinkhol

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/25/2025	882880	Proforce Law Enforcement	Public Safety	$ 920.75	577777, tasers and training cartridges
08/25/2025	882880	Proforce Law Enforcement	Public Safety	$ 10,000.00	577777, tasers and training cartridges
08/25/2025	882883	Ratco	Street/Traffic	$ 15,835.00	BED ROCK 10` PLATFORM BED FOR VEHICLE 1167
08/25/2025	882883	Ratco	Street/Traffic	$ 358.00	TOOL BOX
08/25/2025	ACH	RDO Equipment	Solid Waste	$ 2,230.91	AIR FILTER, FILTER ELEMENT
08/25/2025	ACH	RDO Equipment	Solid Waste	$ 629.05	FILTER ELEMENT AT411946
08/25/2025	ACH	RDO Equipment	Solid Waste	$ 947.97	FILTER ELEMENT AT528017, AT411946
08/25/2025	882886	Rimrock Dirtworks	Trl Donate	$ 37,290.80	WO 25-08 Rose Park Trail; Pmt 1
08/25/2025	882893	Seth Royal Kroft	Building	$ 8,375.95	Wall Prints for Building Division
08/25/2025	882895	Solid Waste Systems	Fleet	$ 379.04	P10452SPO
08/25/2025	882895	Solid Waste Systems	Fleet	$ 217.06	P8466MON
08/25/2025	882895	Solid Waste Systems	Fleet	$ 107.45	P8466MON
08/25/2025	882895	Solid Waste Systems	Fleet	$ 130.53	P8466MON
08/25/2025	882895	Solid Waste Systems	Fleet	$ 694.87	P8466MON
08/25/2025	882895	Solid Waste Systems	Fleet	$ 231.03	P8466MON
08/25/2025	882895	Solid Waste Systems	Fleet	$ 473.62	P9363SPO-A
08/25/2025	882895	Solid Waste Systems	Fleet	$ 78.54	P9363SPO-A
08/25/2025	882895	Solid Waste Systems	Fleet	$ 44.88	P9602SPO
08/25/2025	882895	Solid Waste Systems	Fleet	$ 164.33	P9602SPO
08/25/2025	882899	Sysco Montana	Park Dist 1	$ 821.00	food for rose concessions - 543678313
08/25/2025	882899	Sysco Montana	Park Dist 1	$ 801.28	food for rose concessions - 543690156
08/25/2025	882899	Sysco Montana	Park Dist 1	$ 1,771.82	food for rose concessions - 543695351
08/25/2025	882901	Terracon Consultants	Wastewater	$ 2,501.25	WO 24-08 Density Testing Hesper
08/25/2025	882902	The Cincinnati Insurance Co	Tax Incrmnt S	$ 15,421.00	Insurance for the Amend Park Recreation Center Project
08/25/2025	882903	The Sherwin-Williams Co	Street/Traffic	$ 12,463.00	white paint totes; Invoice 944526467
08/25/2025	882903	The Sherwin-Williams Co	Street/Traffic	$ 18,694.50	yellow paint totes; Inv. 944526467
08/25/2025	882904	Thomas Scientific Holdings	Wastewater	$ 11,104.84	Lab Dishwasher Replacement
08/25/2025	882904	Thomas Scientific Holdings	Water	$ (367.58)	Credit for Invoice 3644168
08/25/2025	ACH	Town & Country Supply	Airport	$ 23,156.49	Invoice #447462. QTA Car Rental Fuel
08/25/2025	ACH	Town & Country Supply	Airport	$ 22,628.90	Invoice #448457. QTA Car Rental Fuel
08/25/2025	ACH	Town & Country Supply	Fleet	$ 10,850.58	450018
08/25/2025	ACH	Town & Country Supply	Fleet	$ 5,315.50	450018
08/25/2025	ACH	Town & Country Supply	Fleet	$ 6,969.95	450018

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/25/2025	ACH	Town & Country Supply	Fleet	$ 6,758.55	450018
08/25/2025	ACH	Town & Country Supply	Public Safety	$ 5,797.71	UNLEADED FUEL AND DIESEL FOR STATIONS
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 5,460.00	1000 HOUR SERVICE MAINT
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 1,097.50	2000 HOUR SERVICE
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 1,453.00	500 HOUR SERVICE
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 1,205.14	ADAPTER, NOZZLE CAP& PROBE, ELEMENT, KIT FILTER
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 2,558.08	CARTRIDGE 593-1532, FILTER-CAB 578-1844
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 36.75	CONSUMABLES, ENVIRONMENTAL FEE
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 681.11	COUPLING 439-1588, COUPLING 439-1589
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 104.36	COVER, CONSUMABLES
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 4,983.00	DIAGNOSE AND REPAIR AC LEAK
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 334.41	ELEMENT 110-6331, FILTER-AIR 265-6618, FILTER-AIR
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 1,093.59	ELEMENT 222-9021, ELEMENT 222-9020, FILTER 611-8917
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 539.92	ELEMENT 331-8108, ELEMENT 577-1435
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 1,547.32	ELEMENT 331-8111, ELEMENT, 577-1436, ELEMENT 231-01
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 1,778.88	ELEMENT 526-3121, ELEMENT 526-3125, FILTER 611-8917
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 834.77	ELEMENT, ELEMENT FUEL ELEMENT AS-O, FILTER-TUBE
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 3,567.36	FILTER, ELEMENT, SEAL ORING, CAP DUST, CAP, FILTER KIT
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 52.16	HOSE BULK, CONSUMABLES, ENVIRO FEE
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 525.00	INSTALL TRACK ASSEMBLY
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 372.00	REMOVE AND INSTALL AIR CLEANER
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 558.00	REPAIR COOLANT LEAK ON DEF INJECTOR
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 1,455.00	REPAIR DEF MANIFOLD, EMISSIONS FAULT CODE
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 2,043.00	REPAIR FUEL SYSTEM LEAKS
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 672.30	RETAINER-GET, TIP, WIDE
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 274.61	SEAL, HOSE, CONSUMABLES, ENVIRO FEE
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 3,351.14	STRAP, HEADER AS-DE
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 614.04	STRAP, TIE WRAP, HOSE, SPRING
08/25/2025	ACH	Tractor & Equipment	Solid Waste	$ 2,478.00	TROUBLESHOOT BUCKET DENT, BROKEN GREASE LINE
08/25/2025	ACH	Tractor & Equipment	Wastewater	$ 47.30	ROLLER, SEALS
08/25/2025	ACH	Tractor & Equipment	Water	$ 47.30	ROLLER, SEALS
08/25/2025	882910	Universal Awards	PD Program	$ 3,067.00	161440, promotional stickers and water bottles
08/25/2025	882913	Verizon Wireless	Engineering	$ 67.33	PW-Engineering

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/25/2025	882913	Verizon Wireless	Fleet	$ 42.66	Motor Pool
08/25/2025	882913	Verizon Wireless	General	$ 149.74	City Administrator 0100-13130-403450
08/25/2025	882913	Verizon Wireless	General	$ 10.02	Code Enf. Tina Hoeger Laptop
08/25/2025	882913	Verizon Wireless	General	$ 40.01	Code Enforcement Laptop -Todd Morgan
08/25/2025	882913	Verizon Wireless	General	$ 51.09	Victoria Hill Laptop
08/25/2025	882913	Verizon Wireless	Library	$ 38.62	Library -2600-55120-403450
08/25/2025	882913	Verizon Wireless	Parking	$ 231.92	Parking 406.780.22965210 15210 403450
08/25/2025	882913	Verizon Wireless	PD Program	$ 399.97	CCSIU Cell/PTT
08/25/2025	882913	Verizon Wireless	PD Program	$ 80.02	CCSIU RAVEN
08/25/2025	882913	Verizon Wireless	Phone System	$ 20.02	Andy iPad
08/25/2025	882913	Verizon Wireless	Phone System	$ 80.02	WRF Cradle Point Belknap Cradle Point
08/25/2025	882913	Verizon Wireless	Public Safety	$ 40.01	Bait Car
08/25/2025	882913	Verizon Wireless	Public Safety	$ 40.01	Fire Drone Hotspot
08/25/2025	882913	Verizon Wireless	Public Safety	$ 40.01	Fire MDT -1500-22210-403450
08/25/2025	882913	Verizon Wireless	Public Safety	$ 20.02	Fire MDT -1500-22210-403450/ Test Verizon iPad
08/25/2025	882913	Verizon Wireless	Public Safety	$ 40.01	Fire MDT -1500-22210-403450/ Test Verizon iPad
08/25/2025	882913	Verizon Wireless	Public Safety	$ 320.08	MDT Toughbooks
08/25/2025	882913	Verizon Wireless	Public Safety	$ 40.04	MDT Toughbooks
08/25/2025	882913	Verizon Wireless	Public Safety	$ 53.50	Police Bait Car
08/25/2025	882913	Verizon Wireless	Public Safety	$ 40.01	Police iPad Chief
08/25/2025	882913	Verizon Wireless	Public Safety	$ 35.01	Police MiFi
08/25/2025	882913	Verizon Wireless	Solid Waste	$ 24.27	PW-SW-ON CALL Solid Waste On Call
08/25/2025	882913	Verizon Wireless	Street/Traffic	$ 174.67	PW-Streets iPad, Street Cameras
08/25/2025	882913	Verizon Wireless	Street/Traffic	$ 243.49	PW-STRT TRFC Streets
08/25/2025	882913	Verizon Wireless	Transit	$ 309.02	MET AVL
08/25/2025	882913	Verizon Wireless	Transit	$ 970.34	MET Max Transit
08/25/2025	882913	Verizon Wireless	Transit	$ 1,120.28	MET Max Transit
08/25/2025	882913	Verizon Wireless	Transit	$ 280.24	MET Transit
08/25/2025	882913	Verizon Wireless	Wastewater	$ 520.13	MET Tablets
08/25/2025	882913	Verizon Wireless	Water	$ 27.32	PWBLKNP Water Treatment
08/25/2025	882913	Verizon Wireless	Water	$ 40.01	PWBLNP Comm-Meter CityWorks/Neptune
08/25/2025	882913	Verizon Wireless	Water	$ 67.33	PWBLNP Comm-Meter CityWorks/Neptune
08/25/2025	882922	Yellowstone County	Public Safety	$ 5,440.00	YCDF invoice for JUNE-JULY 2025 boarders

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/25/2025	882923	Yellowstone Valley Elec	Water	$ 28,000.00	WO 23-12 ...58th ST W - 3 Phase Pump Sta

City Council Regular

Date:	09/22/2025
Title:	Public Hearing for the FY2024-2025 Draft Comprehensive Annual Performance Evaluation Report (CAPER) and Community Needs
Presented by:	Brenda Beckett
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council hold a public hearing to receive input on the City's Comprehensive Annual Performance Evaluation Report (CAPER) and to obtain public comment on community needs, including those of low-income households and those experiencing homelessness. The hearing will assist the Community Development Board in designing the application process for the upcoming program year. No further action is required at this time.

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

As a recipient of the Community Development Block Grant (CDBG) and HOME Investment Partnerships program (HOME) funding, the United States Department of Housing and Urban Development (HUD) requires City staff to submit a performance report within 90 days following June 30, the end of the program year.

As part of the community review process, City staff must make the report available for public comment for a minimum 15-day period, scheduled from September 6 through September 22, 2025. A notice of the availability of the draft report has been published online and provided to community partners and stakeholders. The drafted CAPER has been provided as an attachment to this report. An updated version of the CAPER can be viewed online at www.BillingsMT.gov/caper.

The Community Development Board has also made a request to obtain input on community needs, for low-income individuals and those experiencing homelessness, prior to developing application processes for next year's federal funding allocations. Routine resources for next fiscal year include entitlement funds like CDBG and HOME with application processes typically beginning in December 2025. The Community Development Board may alter the application timeline due to the Consolidated Planning processes beginning later this calendar year.

Board Annual Report

The Community Development Board's Annual Report to the City Council is also attached to this memo. The Board uses the opportunity of the CAPER hearing annually to share its activities and issues by providing the report to the Council at this time.Board members and/or CD staff will be available for questions on the report at the meeting.

STAKEHOLDERS

Stakeholders include all of the following: Public and private agencies that provide: assisted housing; health, social, and fair housing services; low-income families and individuals; persons with disabilities; elderly persons; children; persons with HIV/AIDS and their families; those experiencing homelessness; and racial and ethnic minorities.

ALTERNATIVES

City Council's only option is to hold the public hearing in order to continue receiving CDBG and HOME funds, and to comply with Federal law. No other action is required.

FISCAL EFFECTS

The annual performance report summarizes the City's progress in achieving the goals of its five-year Consolidated Plan (just approved this year for the next 5 year cycle) and Annual Action Plan for FY2024-2025. The City received $651,536 in new federal CDBG funding and $343,869.46 in new HOME funding to carry out housing and poverty-impact initiatives for the new fiscal year.

SUMMARY

Staff recommends Council hold a public hearing to receive input on the City's Draft CAPER and current community needs per the requirements of HUD for Billings to continue to receive federal funding for its programs.

Attachments

Draft FY24-FY25 CAPER
B. CDBG, HOME, Special Allocations Funding History
C. CD Memo - Consolidated Planning Processes
D. CD Board Annual Report 2025

CITY OF Billings

DRAFT

Comprehensive Annual Performance Evaluation Report FY2024 -2025

Community Development Division
316 N 26th Street, 4th Floor
Billings, Montana 59101
www.BillingsMT.gov/comdev
406.657.8281 TTY711



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IDIS Reports Available by Request

PR03: CDBG Activity Summary Report
PR05: Drawdown Report by Project and Activity
PR07: Drawdown Report by Voucher Number
PR09: Receipt Fund Type Detail Report HOME
PR23: CDBG / HOME Summary of Accomplishments
PR25: Status of CHDO Funds by Fiscal Year Report
PR26: CDBG Financial Summary Report
PR26: Activity Summary by Selected Grant
PR27: Status of HOME Grants - Entitlement
PR33: Home Matching Liability Report
PR56: CDBG Timeliness Report

**All table references are those included and required in HUD's IDIS eCon Planning Suite system. City of Billings staff added tables and figures to represent additional data analysis.*

DRAFT

CR-05 Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. *91.520(a)*

This could be an overview including major initiatives/highlights that were proposed and executed throughout the program year. Maximum 4,000 characters and no additional text boxes available.

Introduction

Presented herein is the City of Billings FY2024-2025 Comprehensive Annual Performance and Evaluation Report (CAPER) for the federally funded Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). CDBG and HOME funds were granted to the City as an entitlement community through the United States Department of Housing and Urban Development (HUD).

The CAPER covers a program year beginning on July 1 and ending June 30 and it illustrates the City's progress in meeting goals in the five-year Consolidated and Annual Action Plans. Funding is allocated on a shovel- / close-ready basis to ensure efficient use of funds.

The public comment period for this CAPER exceeded the 15-day minimum; September 6 through September 22, 2025. The City Council held a public hearing to obtain public comment on:

- CDBG and HOME achievements in the CAPER;
- Current community needs to assist the Community Development Board in designing the application process for the upcoming program year, before the publication of the drafted Annual Action Plan.

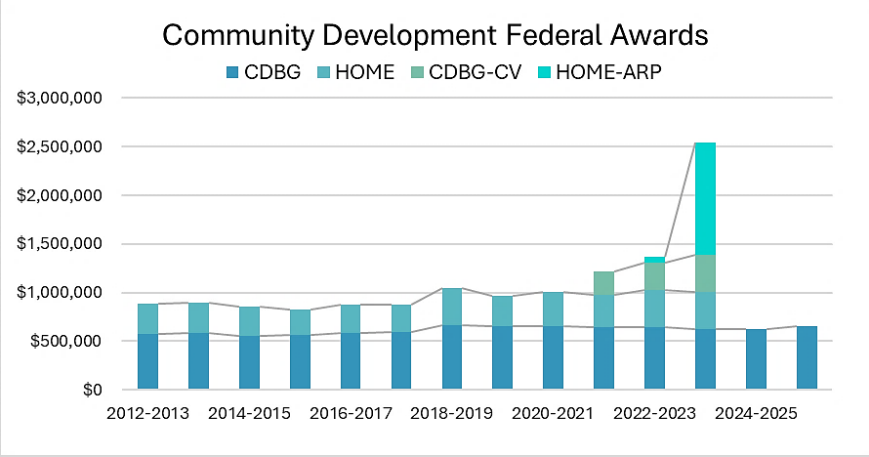
Federal regulations require the City to facilitate two public hearings, at different stages of the program year, to obtain residents' views and respond to questions. Public comments are included in the appendix.

The Last Five Years

The City's CDBG and HOME programs have undergone significant shifts in scope during the implementation of the FY2020-2024 Consolidated Plan. Traditionally, these programs focused on steady, long-term investments in affordable housing development, homeownership opportunities, rehabilitation of aging housing stock, and targeted neighborhood improvements.

The onset of the COVID-19 pandemic brought an unprecedented disruption to this framework. HUD released large, one-time allocations of CARES Act CDBG-CV and American Rescue Plan HOME-ARP funds, which allowed the City to address urgent community needs far beyond the scale of its regular annual entitlement awards. Instead of the usual focus on housing rehabilitation or first-time homebuyer assistance, staff pivoted toward rapid response: emergency rental and mortgage assistance, expanded public services for at-risk households, and new supportive service initiatives for populations at risk of homelessness.

These pandemic-era resources required the City to build and administer entirely new programming in real time - developing systems for emergency assistance, new community partnerships, and expanded monitoring protocols. The experience dramatically increased staff workload and shifted the local profile of CDBG and HOME away from long-range development projects toward immediate crisis intervention.



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When pandemic-specific funding has tapered off, the City will return to regular entitlement programming, but not without lasting impacts. Local nonprofit capacity to serve unhoused and at-risk populations has expanded, and partnerships forged during the pandemic continue to shape service delivery. The community has also become more aware of the limitations of annual CDBG and HOME allocations compared to the extraordinary one-time resources received. The contrast underscores the ongoing challenge: balancing steady, compliance-driven investment with the demonstrated capacity, and community expectation, to mobilize resources for urgent needs.

Accomplishments in Housing

C&C Community: The City provided funding for infrastructure improvements in this resident-owned manufactured housing community, which is cooperatively owned and managed by 60 households.

Streets Before



After



Steffanich Drive Modular Home Reconstruction

A vacant, foreclosed home in the Billings Heights neighborhood was acquired and professionally inspected. After determining that renovation was not feasible, the existing structures were demolished and replaced with a new modular home. A low-income family purchased the home and now resides there.





First Time Home Buyer Program

Between 2020 and 2025, first-time homeownership in Billings declined as rising home prices, higher mortgage rates, limited housing construction, and an influx of out-of-state buyers drove affordability out of reach. Median home prices in Yellowstone County jumped nearly 60%, while borrowing costs remained elevated, pushing monthly payments beyond what many new buyers could manage. The City's home buyer program reflected these pressures: 61 households were assisted in FY2020–2021, but participation dropped sharply to 27 households the following year. Seven households were assisted in FY2022-2023 and eight were assisted the following year. Four households were assisted in FY2024–2025, bringing the total number of households assisted over the five-year span to 107.

Special Allocation Accomplishments

The City of Billings received CDBG-CV and HOME-ARP funds to address the pandemic's severe local impacts, including rising housing costs, income loss, and increased risk of homelessness. These supplemental resources allowed the City to stabilize vulnerable households, support public health measures, and mitigate long-term economic and housing challenges through its existing CDBG and HOME programs.

Social Services

The following organizations were awarded CDBG-CV funding to serve over 7,500 low-income individuals impacted by the pandemic:

- Alternatives, Inc. for improved access to mental health services through technology and app development.
- The Salvation Army for food delivery and food boxes.
- Chinook Horses for mental health equestrian therapy for low-income citizens.
- Education Foundation for Billings Public Schools for childhood literacy and backpack meals.
- Family Promise of Yellowstone Valley for emergency diaper assistance for unhoused families.
- Gratitude in Action Foundation for housing assistance and Wi-Fi access for employment services.
- HeadStart Billings, Inc. for information technology software to facilitate distance learning.

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Public Spaces

Pioneer Park Improvements

- Zimmerman Community Building accessibility improvements
- Restroom improvements for accessibility, touchless features, and exterior repair
- Heritage Trail accessibility improvements







Boys and Girls Club Foyer Expansion

Funding was awarded to this local nonprofit organization to allow visitors to drop off and pick up their children while remaining at a safe acceptable distance. The Boys and Girls Club serves over 250 children each day. The entryway and foyer were expanded from less than 120 square feet to nearly 250 square feet. The front desk area was also reconfigured to provide additional space to allow better traffic flow and keep those traversing the area more safely distanced.





Billings Public Handwashing Station and Restroom

The City installed its first public handwashing station / restroom in downtown Billings utilizing CDBG-CV funding. This facility will replace a portable toilet placed in an alleyway for those experiencing homelessness to utilize. The addition of a water source for a handwashing station on the outside of the unit addresses public health concerns. The facility has been used nearly 100 times per day from July 1, 2024 through June 30, 2025.



Comanche Park Improvements - Crime Prevention Through Environmental Design

The Community Development Division facilitated the City's first complete Crime Prevention Through Environmental Design assessment and improvements to Comanche Park. The playground was replaced and the City's first sensory pathway was constructed. The pathway is designed to provide a series of experiences to engage different senses. Sensory trails are often planned to benefit those with disabilities. A mural was painted on the basketball court, the road around the park was paved and made handicap accessible, and solar lighting was installed throughout the park to enhance safety.



The park also contains a gleaning area where the public can harvest fruit. The gleaning project was facilitated through the Billings Metro VISTA Project. For more information, visit www.FallingFruit.org.









North Park Improvements

- New restroom facility and touchless water fountain
- Air flow exchange, accessibility, and touchless improvements for the community building
- Pavilion and adult exercise equipment near playground







HOME-ARP Supportive Services

The City awarded supportive services funding to the following organizations, and over 400 households have been assisted to date:

- Alternatives, Inc. for housing / rental assistance and substance abuse treatment.
- District 7 Human Resources Development Council for case management, housing and rental assistance.
- Native American Development Corporation for case management, credit repair, employment assistance, job training, mental health / substance abuse treatment, and transportation.

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The following table compares proposed and actual outcomes for the FY2020-2024 Consolidated Plan *(Expected / Actual Strategic Plan)* and the FY2024-2025 Annual Action Plan *(Expected / Actual Program Year)*. **Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives.** *91.520(g)*

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

HUD Table 1 - Accomplishments –Strategic Plan to Date and Program Year

Goal	Category	Source / Amount*	Indicator	Unit of Measure	Five-Year Goals: FY2020-2024			One-Year Goals: FY2024-2025		
					Expected Strategic Plan	Actual Strategic Plan	% Complete	Expected Program Year	Actual Program Year	% Complete
Create, preserve, and expand affordable housing options	Affordable Housing	CDBG $1,886,534 HOME $1,779,053	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	60	60	**100%**	-	-	-
			Rental units constructed	Household Housing Unit	10	-	-	6	0	**0%**
			Homeowner Housing Rehabilitated		20	*Program Closed*		-	*Program Closed*	
			Direct Financial Assistance to Homebuyers	Households Assisted	175	107	**61%**	20	4	**20%**
Neighborhood Revitalization: Foreclosures	Affordable Housing	CDBG $780,677	Homeowner Housing Rehabilitated	Household Housing Unit	5	2	**40%**	1	0	**0%**
			Buildings Demolished	Buildings	0	1	-	-	-	N/A
Poverty Impact	Poverty Impact	CDBG $585,508	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,000	2,315	**232%**	200	943	**472%**
Prevent, prepare for, and respond to coronavirus	Other: Prevent, prepare for, and respond to coronavirus	CDBG-CV $909,126	Public facility or infrastructure	People	500 People	3,111	**622%**	1 Public Facility	3 Public Facilities	**300%**
			Public service activity for low-income benefit	Persons Assisted	500	5,276	**1055%**	-	-	-

Staff Note: HUD's Integrated Disbursement and Information System (IDIS) screen separates HUD Table 1 - Accomplishments - Program Year and Strategic Plan to Date.

**Monetary figures in this chart represent the estimated investment of CDBG and HOME funds noted in the Consolidated Plan for a five-year period.*

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Billings utilizes CDBG and HOME funds to address low-income housing needs through home repair, home buyer, and affordable housing development programs. The City also supports public service activities to assist nonprofit organizations in meeting the needs of those impacted by the coronavirus, and those experiencing homelessness and / or poverty. The following specific priorities have been identified and are included in the Consolidated Plan.

Create, preserve, and expand affordable housing options: The use of federal funds for housing positively influences housing accessibility and affordability for current low-income homeowners and potential homebuyers. Most homeowners are cost burdened, paying greater than 30% of household income for housing expenses.

- **Affordable Housing Development:** An allocation of $1.2 million in HOME funding was committed for the Mitchell Court rental housing project, which will create 32 new rental units, six of which will be HOME-assisted. Construction should be completed by the end of 2025.
- **First Time Home Buyer:** Four families were able to purchase their first home this fiscal year through financing for down payment and closing costs with HOME funding. A total of 107 households were assisted through the five-period of the Consolidated Plan.



Neighborhood Revitalization: Foreclosures: Using CDBG funds to create low-income housing opportunities improves access to, and the quality of, the affordable housing stock.

Foreclosure Acquisition / Rehabilitation: The City purchased, rehabilitated, and sold thirteen homes to income-qualified households since 2009. The Steffanich property was sold to a low-income household in fiscal year 2023-2024. This is the City's first project completed with xeriscaping features to significantly reduce water usage and costs. The St. Johns property is pending sale to a low-income household.

Poverty Impact: Nonprofit social service organizations greatly benefit from the use of CDBG funds to support the Billings Metro VISTA Project. VISTA members work to alleviate poverty through the expansion or improvement of services such as housing, healthcare, education, employment, and financial literacy to alleviate poverty conditions for very low-income citizens.

- **Billings Metro VISTA Project:** AmeriCorps Volunteers in Service to America (VISTA) members were dedicated to impacting poverty and homelessness in Billings. VISTA members served to provide education, housing, health, and social services at organizations serving low-income individuals and families such as Gratitude in Action, Dog Tag Buddies, and the City of Billings Community Development Division for coronavirus prevention, preparation, and response. Overall, the project provided services to 939 low-income individuals in the Billings area this year and has exceeded the five-year goal (1,000 people) with 2,315 assisted since 2020.

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CR-10 Racial and Ethnic Composition of Families Assisted

Describe the families assisted (including the racial and ethnic status of families assisted). *91.520(a)*

Race / Ethnicity	CDBG	HOME / HOME-ARP	Totals
White	546	143	689 / 51%
Black or African American	27	14	643 / 48%
Asian	5	1	
American Indian or American Native	265	232	
Native Hawaiian or Other Pacific Islander		3	
American Indian and White*			
American Indian and Black*			
Multi-Racial*	96		
Totals*	**939**	**405**	**1,344**
Hispanic	76	27	103 / 8%
Not Hispanic	863	378	1241 / 92%

HUD Table 2 - Assistance to racial and ethnic populations by source of funds.

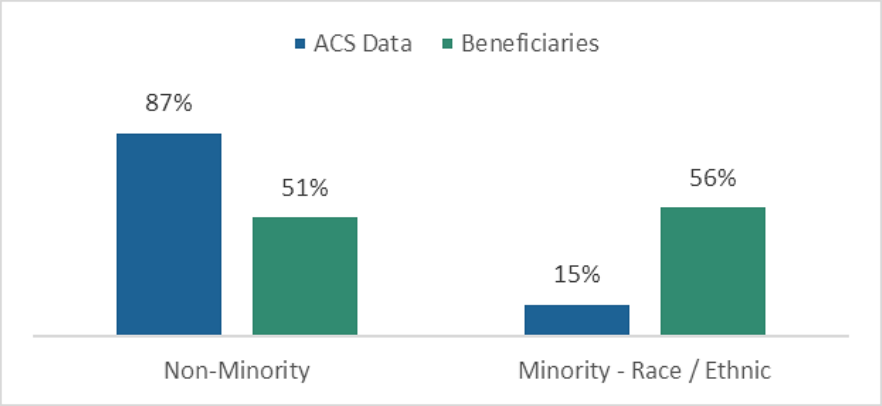
Narrative

The City assisted 1,344 beneficiaries with CDBG and HOME this fiscal year. Forty-eight percent of the beneficiaries self-reported they were a racial minority. Eight percent reported they were Hispanic.

Special Categories		CDBG	HOME / HOME-ARP	Totals All Programs
Single Head of Household	Female	1	59	84 / 6%
	Male	6	18	
Disabled		10	39	49 / 4%
Elderly		6	13	19 / 1%

City of Billings - Table A - Special category beneficiaries by funding source.

***Please note:** The above charts were adapted from HUD's IDIS system as IDIS does not include a category for American Indian and Black or Multi-Racial beneficiaries, which impacts table totals and percentages.*



City of Billings - Figure 1 - Billings ACS data compared to beneficiary demographics.

The 2022 American Community Survey (ACS) estimates indicate a 15 percent overall percent minority rate in Billings, including Hispanics. Fifty-six percent of the City's beneficiaries were racial and ethnic minorities this past fiscal year when calculated using category percentages collectively.

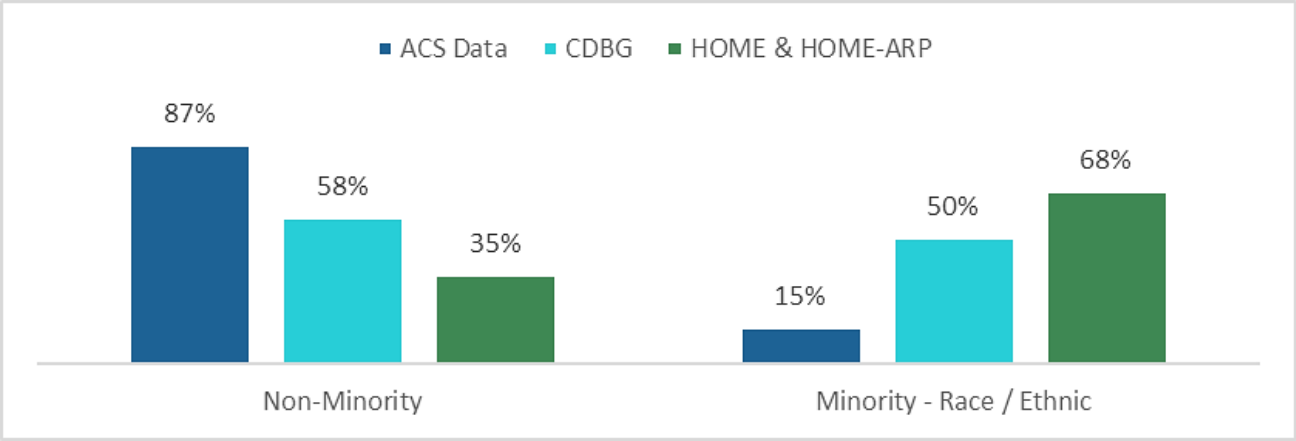
***Please note:** ACS data estimates are derived from sample data and sampling / non-sampling errors are likely. The small size of the City's population (120,864) creates variability in data accuracy, particularly for cohorts less than 10 percent of the total population and the margin of error can be significant. Further, programs serving less than 30 households are not considered statistically valid.*

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Beneficiaries by Program and Funding Source					
Race / Ethnicity		Home Buyer	VISTA	Supportive Services	**Totals**
		HOME	CDBG	HOME-ARP	
		Households	*People*	*Households*	
White		4	546	139	**689**
Black or African American			27	14	**41**
Asian			5	1	**6**
American Indian or American Native			265	232	**497**
Native Hawaiian or Other Pacific Islander				3	**3**
American Indian and White					
Asian and White					
Black and White					
American Indian and Black					
Multi-Racial			96	12	**108**
Totals		**4**	**939**	**401**	**1,344**
Hispanic		1	76	26	**103**
Not Hispanic		3	863	375	**1,241**
Special Populations		Home Buyer	VISTA	Supportive Services	**Totals**
		HOME	CDBG	HOME-ARP	
		Households	*People*	*Households*	
Single Head of Household	Female	1	1	58	**60**
	Male		6	18	**24**
Disabled Households			10		**49**
Elderly		1	6		**19**

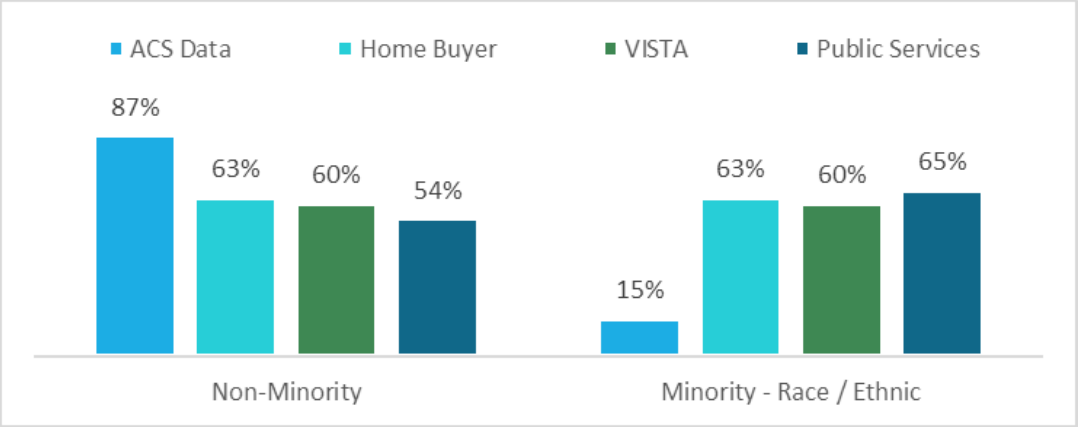
City of Billings - Table B - Beneficiaries by City program and funding source.

Demographics by Funding Source: As mentioned previously, the ACS data indicates an approximate 15 percent minority rate, including both racial and ethnic categories. Fifty percent of CDBG and 68 percent of HOME beneficiaries are minorities.



City of Billings - Figure 2 - Billings ACS data compared to beneficiaries by funding source.

Demographics by Program: Over sixty percent of all program beneficiaries are racial / ethnic minorities.



City of Billings - Figure 3 - Billings ACS data compared to beneficiaries by City program.

Please note: The PDF version of the CAPER submitted to HUD via email and through IDIS contains various charts and graphs depicting data explained herein. Charts and graphs may not be included in the IDIS version, as they are not sizing correctly when uploaded.

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Marketing and Outreach

Add via IDIS JPEG

Ongoing Marketing: Community Development Division staff makes concerted efforts to market available programs and opportunities to attract minorities, the disabled, and female-headed households to participate. The **Montana Relay 711** phone number is placed on City correspondence, publications, notices, and on program brochures. Information on purchase programs has been continually available via the City of Billings website, at the Community Development office, the City's Building Division, and the Billings Home Center.

Community Outreach: The First Time Home Buyer program brochures and applications were mailed to lenders and realtors across the city. Staff annually participates in community events to promote home buyer program and contractor opportunity, including the *Phillips 66 Meet in the Park* event held each September in South Park, a lower income neighborhood. The South Side Neighborhood has high concentrations of low-income, racial / ethnic minorities, and female-headed households. Staff routinely provides contractor ads to local title companies who manage rehabilitation accounts for various construction agencies. Contractor recruitment cards have also been made available through the City's Building Division.

Each spring, staff offers to present information on the Consolidated Plan, Annual Action Plans, housing programs, contractor opportunity, and to garner feedback on federal funding allocations to Neighborhood Task Forces, and their leadership, representing low-income communities. In prior years, home buyer brochures, contractor opportunity, and marketing materials have been provided to the Office of Indian Education for distribution during their Native Family Nights. Materials have also been provided to the Indian Health Board. CDBG-CV grant opportunities were marketed through direct emails to all local area nonprofit organizations, website posts, and mentioned during multiple public meetings.

Advertising: Print advertisement for the home buyer program and contractor ads have appeared in multiple publications in the past including the Tidbits of Billings, Generation Link, the CityLink, and the Senior News. Online banner ads have been placed in the Billings Gazette to be displayed on their website. Several years ago, a full-color insert was enclosed in more than 35,000 utility bills and direct mailed to City residents.

Marketing and Outreach Results: The City received forty-one applications for the First Time Home Buyer program (see chart below). Sixteen percent of the applicant households self-identified as racial or ethnic minorities, collectively. Application denials are typically due to Area Median Income limits for the home buyer program.

City of Billings - Table C - Demographics of applicants by City program

Applicants by City Program		
Race / Ethnicity		Home Buyer
White		19
Black or African American		
Asian		
American Indian or American Native		1
Native Hawaiian or Other Pacific Islander		
American Indian and Black		
Multi-Racial		2
Totals		**22**
Hispanic		1
Not Hispanic		21
Special Populations		Home Buyer
Single Head of Household	Female	9
	Male	3
Disabled Households		3
Elderly		1

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CR-15 Resources and Investments *91.520(a)*

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	HUD	$809,775	$781,790.19
HOME	HUD	$577,869.46	$1,421,488.20
CDBG-CV	HUD	$909,126	$45,692.55
HOME-ARP	HUD	$1,211,321	$362,680

HUD Table 3 - Resources made available and expended, including new entitlement and fiscal year repayments.

Narrative

Resources Made Available

- **CDBG:** New CDBG entitlement funds totaled $651,536 and program income received during the fiscal year totaled $158,239. The City of Billings had a total of $809,775 in CDBG funds available this fiscal year.
- **HOME:** New HOME entitlement funds totaled $343,869.46 and recaptured funding and other HOME revenues totaled $234,000 ($179,000 in recaptured funds and $55,000 in program income). The City of Billings had a total of $577,869.46 available in HOME funds this fiscal year.
- **CDBG-CV:** HUD allocated $909,126 and this funding has been fully committed and expended for coronavirus response, preparation, and prevention projects and activities.
- **HOME-ARP:** The City was awarded $1,211,321 and 15 percent was used for administration for the life of the grant. The HOME-ARP Allocation Plan was approved by HUD and funding has been committed to several organizations to carry out activities from September 2024 onward.

Amount Expended During Program Year

- **CDBG:** Expenditures in entitlement and program income funds totaled $781,790.19 this fiscal year, including funding allocated in prior fiscal years expended this year. This year's timeliness ratio was **1.31** as measured on May 2, 2025. This is second year the City has been timeliness compliant, following two years of prior noncompliance.
- **HOME:** Expenditures in entitlement and program income funds totaled $1,421,488.20 this fiscal year. This included funding allocated in previous fiscal years that was expended this year on the Mitchell Court affordable housing project.
- **CDBG-CV:** Expenditures total $45,692.55 for coronavirus prevention, preparation, and response activities; 100 percent of total funding.
- **HOME-ARP:** This fiscal year, the City expended $362,680 in administration and supportive services funding.

As required by HUD, City staff ensures the use of currently available program income prior to drawing down entitlement funds in the CDBG program.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100%	100%	City of Billings Limits

HUD Table 4 - Geographic distribution and location of investments.

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Narrative

As per findings and recommendations from the City's Analysis of Impediments to Fair Housing Choice, the investment of federal funds is not distributed to a specific geographical location in Billings. The City of Billings utilizes federal funding on a citywide basis, targeting qualified low-income households for investment and programs.

Priorities for funding are based on both the most recent Needs Assessment in the Consolidated Plan and the Analysis of Impediments to Fair Housing Choice. Citation 24 CFR 91.220(f) reads as follows, *"When appropriate, jurisdictions should estimate the percentage of funds they plan to dedicate to target areas."* Estimating the percentage of funds planned for dedication to target areas is not appropriate for the Billings community due to the following reasons:

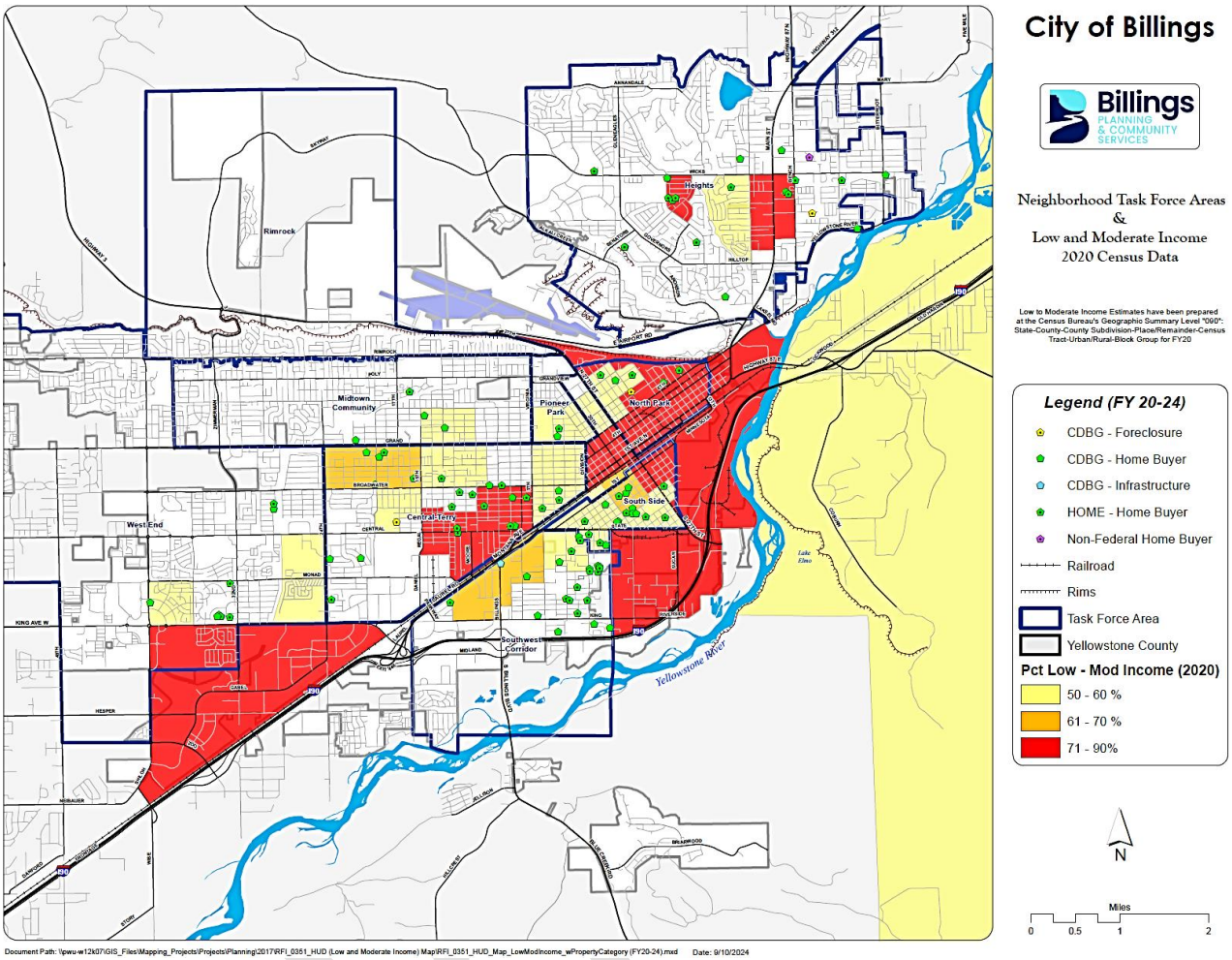
- Geographic area is defined by the current City of Billings limits.
- Strategies encourage the distribution of resources citywide to support affirmatively furthering fair housing, equal opportunity, and the avoidance of segregation in Billings.
- The description for geographic distribution includes the focus of resources on a citywide basis.
- The City of Billings is classified as a smaller city on a national scale.
- The preliminary dollar amount dedicated to each program is included in the Annual Action Plan.

The City has focused distribution of investments on a citywide basis in order to support mixed-income development across the community. The City's performance in serving predominantly low-income households is clear via Integrated Distribution Information System (IDIS) reporting; nearly 100%.

Neighborhood Revitalization Strategy areas have not been established in Billings and there is no specific amount of funding allocated for a target area in the City's geographic distribution of resources. Therefore, the City has dedicated zero percent of funding to target areas in favor of supporting a citywide approach to further fair housing, equal opportunity, and anti-segregation efforts.

The map below clearly illustrates the disbursement of federal investments to promote equal opportunity in all neighborhoods for the City's home buyer, repair, and foreclosure programs for the Consolidated Plan period of July 1, 2020 to June 30, 2025.

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City of Billings - Figure 4 - Geographic distribution of CDBG and HOME investments.

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Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Publicly-Owned Land:

The requirements set forth in CFR 24 91.220 and 91.520 are as follows:

- Where the jurisdiction deems it appropriate, the jurisdiction *may* indicate publicly owned land or property located within the jurisdiction that *may be used* to address the needs identified in the plan.
- The performance report must include a *description of the resources made available*, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including the racial and ethnic status of persons assisted), actions taken to affirmatively further fair housing, and other actions indicated in the strategic plan and the action plan.

The City of Billings has published a map of publicly owned land and is currently accepting offers for development, including affordable housing development.

The Billings City Council also supported the Community Development Division's housing programs by dedicating $250,000 in non-federal funds in 2013. In 2015, the City Council dedicated an additional $195,321 in non-federal funding to further the City's housing programs.

Overall Leveraging: The City continually makes strides in obtaining other public and private resources to address identified needs. The total leveraging for CDBG and HOME this fiscal year is $2,217,556, which calculates to a leveraging ratio of 1:2. Included in this figure are the following notable leveraging resources:

- **Montana Board of Housing (MBOH) and Lender Financing:** $732,635 in loans secured in conjunction with its First Time Home Buyer and Foreclosure programs. Several lenders also offer below-market, fixed interest rates for low-income homebuyers.
- **AmeriCorps VISTA:** This fiscal year, VISTA members generated $326,424 in cash and in-kind contributions. The Corporation for National and Community Services' grant to the City totaled $430,632. Host Sites also contributed $12,500 to support the program.

Since 2005, City staff has generated over $9 million in cash and grant awards (outside of CDBG and HOME) to further goals developed in the City's Consolidated Plans. This includes significant funds to further fair housing education through the Fair Housing Initiative and AmeriCorps programs.

HOME Leveraging: The HOME program requires 25 percent match funding for projects to be dedicated from non-federal sources. The City of Billings meets HOME matching requirements through low interest financing available for First Time Home Buyer loans issued through private lenders and the MBOH and matching funds provided for other affordable housing projects undertaken with HOME funds, such as private contributions.

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Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	$6,509,175
2. Match contributed during current Federal fiscal year	$0
3 .Total match available for current Federal fiscal year (Line 1 plus Line 2)	$6,509,175
4. Match liability for current Federal fiscal year	$0 Required
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	$6,509,175

HUD Table 5 - Funding leveraged to support the HOME program.

Match Contribution for the Federal Fiscal Year *October 1 through September 30*								
Project No. or Other ID	**Date of Contribution**	**Non-Federal Cash**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastructure**	**Site Preparation, Construction Materials, Donated Labor**	**Bond Financing**	**Total Match**
$0 Required								
							Total	**-**

HUD Table 6 - Match contribution for the most recently completed federal fiscal year.

HOME Program Income *Enter the program amounts for the reporting period*				
Balance on hand at beginning of reporting period	**Amount received during reporting period**	**Total amount expended during reporting period**	**TBRA Amount**	**Balance on hand at end of reporting period**
$169,630	$55,000	$186,030	$0	$38,600

HUD Table 7 - Program income entered into IDIS via the IDIS PR-09 Report during the fiscal year; does not include recaptured revenue received from loan repayments.

As noted on the PR-09 IDIS report: a total of $55,000 was entered into IDIS prior to the fiscal year end; and the balance on hand at the end of the reporting period totals $38,600. The City utilized loan repayment funding for homebuyer assistance activities and no HOME contracts. There were no rental property owners assisted and displacement did not occur. *Add IDIS Textbox.*

Minority Business Enterprises and Women Business Enterprises *Indicate the number and dollar value of contracts for HOME projects completed during the reporting period*						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts	0	0	0	0	0	0
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
Subcontracts	0	0	0	0	0	0
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts	0	0	0			
Number	0	0	0			
Dollar Amount	0	0	0			
Subcontracts	0	0	0			
Number	0	0	0			
Dollar Amount	0	0	0			

HUD Table 8 - Minority- and women-owned business enterprises engaged during the program year.

Minority Owners of Rental Property *Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted*						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

HUD Table 9 - Minority owners of rental property assisted during the program year.

Relocation and Real Property Acquisition *Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition*		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

HUD Table 10 - Number of individuals displaced during the program year.

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CR-20 Affordable Housing *91.520(b)*

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	27	4
Number of special-needs households to be provided affordable housing units	0	0
Total	**27**	**4**

HUD Table 11 - Number of homeless, non-homeless, and special-needs households assisted.

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	6	0
Number of households supported through the rehab of existing units	1	0
Number of households supported through the acquisition of existing units	1	4
Total	**8**	**5**

HUD Table 12 - Number of households receiving assistance through housing development.

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

City staff overestimated the resilience of the housing industry and optimistically forecasted 20 First Time Home Buyer closings and only closed four.

Construction of new housing units will be included in next year's CAPER for the Mitchell Court project.

The five units represented in the non-homeless households provided with affordable housing includes:

- Closing four HOME-assisted First Time Home Buyer properties, IDIS activity 1773, 1774, 1790, and 1791.
- One foreclosure project is pending closing, the St. Johns property, activity 1762.

Other efforts for activities open during the fiscal year can be reviewed in the PR-03 CDBG Activity Summary Report.

Discuss how these outcomes will impact future annual action plans.

The City of Billings is utilizing CDBG and HOME funds to support home buyer, foreclosure, and development programs. Outcomes are based on program demand and available federal and non-federal funding resources to carry out planned activities. Several programs and activities were impacted by the pandemic, and the City addressed new community needs with pandemic response activities. City staff will continue to set achievable annual action plan goals and will adjust the Consolidated Plan as needed to reflect community need, changes in available federal and non-federal funding, and program demand.

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Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households / Persons Served	CDBG Actual	HOME & HOME-ARP Actual
Extremely Low-income	781	274
Low-income	158	131
Moderate income	0	0
Total	**939**	**405**

HUD Table 13 – Number of Households Served

Narrative Information

All the City's beneficiaries served this fiscal year had household incomes less than 80 percent of the Area Median Income (AMI) level. In the CDBG program, *low and moderate income* refers to households under 80 percent of the AMI, which is the same threshold in determining factor in the HOME program's *low-income* determination. All the City's affordable housing beneficiaries were homeowners or were assisted in achieving homeownership. The City did not offer rental assistance during this fiscal year.

CDBG actual data illustrated in Table 13 includes homebuyer, foreclosure, the Billings Metro VISTA Project, and Affordable Housing Development projects. The HOME actual category includes homebuyer and HOME housing development activities as well as HOME-ARP supportive services. Actions taken to foster and maintain affordable housing include the following:

- **Low-income:**
  - **CDBG:** All households were served through the Billings Metro VISTA Project.
  - **HOME:** Four low-income households were assisted through the First Time Home Buyer program and the remaining households were assisted through HOME-ARP supportive services.

The City of Billings was not able to achieve its affordable housing goals and did not provide assistance to middle-income households. The pandemic impacted the City's ability to meet many goals. The City did not meet its goals in the First Time Home Buyer program or the Affordable Housing Development program due to lasting pandemic impacts.

Efforts to address *worst case needs* refers to low-income renter households who pay more than half of their income for rent, live in seriously substandard housing, including the homeless, or who have been involuntarily displaced. This fiscal year, the City did not create any goals to assist rental households with rental assistance. However, the City may have assisted rental households in acquiring a home through the homebuyer programs. This fiscal year, zero households assisted through Community Development Division's housing programs self-reported that they were disabled.

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CR-25 Homeless & Other Special Needs Affordable Housing *91.220(d, e); 91.320(d, e); 91.520(c)*

Evaluate progress in meeting its specific objectives for reducing and ending homelessness through: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City does not directly receive Continuum of Care, Emergency Shelter Grant, or other federal funds to exclusively support efforts to impact homelessness. CDBG resources have decreased dramatically, which greatly inhibits the City's ability to support overall administrative activities to coordinate services to benefit the homeless, particularly when the City does not directly receive mainstream federal funding sources to impact homelessness. Therefore, the City's progress in reaching out to homeless persons, particularly unsheltered persons, is greatly limited.

Current Efforts: The City has provided funding to provide emergency shelter for those experiencing homelessness through the Continuum of Care in the past.

Historical Efforts: In 2006, City staff began the process of writing a ten-year plan to impact homelessness. Local housing, health, and social service organizations have been intricately involved in planning processes for the homeless and chronically homeless. The Billings City Council created the Mayor's Committee on Homelessness, which is comprised of twenty individuals representing nonprofit organizations, lending, housing, philanthropy, social service providers, code and law enforcement, economic development, work force agencies, veterans, civic and business leaders, philanthropic organizations, academia, health care, American Indian stakeholders, and those experiencing homelessness. In 2009, the City's ten-year plan to impact homelessness, *Welcome Home Billings*, was adopted by the Billings City Council.

To the greatest extent possible, City staff has continued to implement Welcome Home Billings with support provided through the Billings Metro VISTA Project. VISTA members have been placed at over 50 nonprofit Host Site organizations to work on specific anti-poverty initiatives to assist people in accessing housing, healthcare, education, and employment.

The Community Development Division staff has implemented the following:

- Development and distribution of the City's *Resource Map* and *Notepad*, which includes a comprehensive downtown service directory for anyone seeking assistance. These resources, although dated, are also available online:
    - www.CityofBillings.net/resourcemap
    - www.CityofBillings.net/notepad
- Placement of full-year and ten-week summer associate VISTA members at local nonprofit organizations primarily serving the homeless and those at risk of homelessness through the *Billings Metro VISTA Project*.

The Mental Health Center manages the Projects for Assistance in Transition from Homelessness (PATH) outreach program to engage those living outside or in areas unfit for human habitation. Tumbleweed runs a Street Outreach program to seek out unaccompanied youth to engage them in services. A complete listing of services, including outreach, is included in the MA-30 Homeless Facilities and Services section of the Consolidated Plan.

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Addressing the emergency shelter and transitional housing needs of homeless persons.

The City of Billings addresses homelessness to the greatest extent possible, although the City does not directly receive Emergency Solutions Grants, McKinney Vento Homeless Assistance Act grants, or other federal funding to specifically address the housing needs of the homeless. Temporary housing needs for the homeless in Billings are primarily met by the Montana Rescue Mission Shelter, the Community Crisis Center, YWCA's Gateway House, Volunteers of America's Independence Hall, Family Promise of Yellowstone Valley, and Rimrock. A complete listing of services, including emergency and transitional housing, is included in the MA-30 Homeless Facilities and Services section of the Consolidated Plan.

The HOME-ARP Allocation Plan was approved by HUD in May 2023 and staff developed procedures and an application process to distribute funds for social services. Seven organizations applied for funding and the Billings City Council awarded grants in September 2024.

Several local and state agencies assist homeless families by providing funding for rent, mortgage, utility, and deposits. The Community Crisis Center provides crisis intervention and 23-hour stays as a technique to impact chronic homelessness. The YWCA provides transitional housing for victims of domestic violence. The State of Montana provided six months of housing assistance for renters and homeowners if they have been impacted by the coronavirus.

Volunteers of America's Independence Hall is a 20-bed men's facility that has been providing transitional housing and services for honorably discharged veterans. While residing at Independence Hall, veterans can continue receiving treatment through the Department of Veterans Affairs and are given opportunities to participate in activities designed to help them reconnect with the community and get back to independent living.

City staff has provided over $800,000 in HUD Economic Development Initiative and State financing to establish new housing for those experiencing homelessness in Billings:

- $500,000 was awarded to Family Promise of Yellowstone Valley, formerly known as Interfaith Hospitality Network. Two duplex apartment properties were acquired and rehabilitated, resulting in a total of four rental units serving homeless families.
- $300,000 was awarded to Rimrock, formerly Rimrock Foundation, to acquire and rehabilitate a single-family home to house up to six men who have experienced chronic homelessness.

For those living on the downtown streets of Billings, a new position has been created for an addiction / mental health counselor to accompany two downtown police officers when engaging people living on the streets. This initiative has been undertaken as one of the many outcomes from the Community Innovations Summit, which was facilitated by the Community Development Division, City Administration, and the Downtown Billings Alliance. An article published by the Billings Gazette highlights immediate successes because of this program. A complete list of service providers offering housing, services and prevention support is in the MA-30 Homeless Facilities and Services section of the Consolidated Plan.

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Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of *care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions);* and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City does not receive or administer McKinney Vento Homeless Assistance Act or Emergency Solutions Grant funds to support programs to directly meet the needs of the homeless. The City did not receive requests this fiscal year for CDBG or HOME funding to assist the homeless. The HOME-ARP funding resource is the first direct allocation made directly to the City of Billings to assist those experiencing, or at-risk of, homelessness.

The Montana Continuum of Care (MT CoC) for the Homeless Coalition is primarily responsible for discharge policy and is the state's lead agency for addressing homeless activities through federal CoC funds, which includes the City of Billings. The MT CoC is a statewide collaboration of various homeless service providers, nonprofit organizations, local and state governments dedicated to preventing homelessness. The avoidance of discharging people living in federally funded programs to homelessness is a primary philosophy for Montana service providers.

CoC awards to organizations located in the City of Billings have historically been very low, as renewal grants are prioritized over pro-rata need and geographic distribution. Organizations in Billings have previously received five to seven percent of the over $2.5 million awarded to the statewide Continuum of Care each year.

Additional local organizations providing prevention services include Family Service, Inc., the Food Bank, the Center for Children and Families, Harmony House, the Yellowstone AIDS Project, St. Vincent de Paul, and Tumbleweed, to name a few.

To the greatest extent possible, City staff has continued to implement *Welcome Home Billings*, the City's ten-year plan to impact homelessness. The City assists in the prevention of homelessness through the development and distribution of the City's ***Resource Map*** and ***Notepad***, which includes a comprehensive downtown service directory for anyone seeking assistance. These resources have been distributed to health / mental health care facilities, foster care and other youth facilities, and local corrections programs. This initiative has been adopted by several community members and social service agencies and updates are underway. Montana 211 is also a resource to identify housing, healthcare, addiction, food, and other resources.

Through the Billings Metro VISTA Project, beneficiaries have received direct services relating to housing, food security, economic opportunity, education, and employment support. Full-year and summer associate VISTA members have supported over 50 nonprofit organizations in the Billings area from 2007 to the present. For other accomplishments, please see the response to the first question in this section (CR-25).

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Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

As previously stated, the City of Billings does not receive mainstream federal funding to reduce and end homelessness. To the greatest extent possible, City staff has continued to implement Welcome Home Billings, the City's ten-year plan to impact homelessness.

The City's ***Resource Map*** and ***Notepad*** included a comprehensive downtown service directory for anyone seeking assistance. These resources were distributed to health / mental health care facilities, foster care and other youth facilities, and local corrections programs. A local social services group has volunteered to update these documents and they have secured funding for printing and distribution. The Montana 211 website and phone line is now up and running, and this service provides another resource for Billings citizens.

The City sponsored a full-year VISTA member to assist NeighborWorks Montana in researching the feasibility of establishing a comprehensive housing center to serve low-income renters and homeowners. The VISTA member facilitated a working group comprised of the Billings affordable housing organizations to bring the Home Center into fruition. Participants included the City of Billings, HomeFront, Rebuilding Together Yellowstone County, District 7 HRDC, Rural Dynamics, Beartooth Resource Conservation and Development, and Homeword.

After 18 months of planning, the Home Center opened in July 2015 in downtown Billings, which is central to the City's low-income neighborhoods. The City provided a second, full-year VISTA member from July 2015 to July 2016 to help create the Home Center's housing programs. Today, the Home Center provides comprehensive housing services including information on available units, fair housing information, housing education and counseling. Housing services are coordinated under one roof, creating the opportunity for potential homebuyers and renters seeking safe, affordable homes and access to all housing services in a one-stop shop.

Additional information regarding crosscutting strategic and programmatic goals to impact homelessness is in the SP-40 Institutional Delivery Structure section of the Consolidated Plan.

For other accomplishments, please see the response to the first question in this section (CR-25).

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CR-30 Public Housing *91.220(h), 91.320(j)*

Actions taken to address the needs of public housing.

HomeFront, the City's local public housing authority, is eligible to apply for funding through the City's Affordable Housing Development Program. In the past, the City has granted over $2 million to support efforts to expand affordable housing opportunities, resulting in new housing units. The City has also provided funding for a variety of rehabilitation and new construction projects to neighborhoods that have public housing units.

The City has helped rehabilitate properties, sold land for new businesses, and granted land to nonprofits to assist with neighborhood revitalization efforts in neighborhoods where HomeFront complexes have been built. The City has also provided funding for parks and play areas for the neighborhoods where HomeFront families reside. The City's First Time Home Buyer program assists with home ownership down payment assistance and home ownership counseling for clients interested in purchasing their first home.

City staff coordinates with HomeFront to assist with applications for supportive services when required. The City has also dedicated VISTA resources to support food security initiatives and a new reading literacy program and a local housing strategy. Several community gardens have been created on residential properties owned and managed by HomeFront.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership.

HomeFront implements the Family Self-Sufficiency program, which links participants to community agencies to help them become self-sufficient through individualized goal setting. expanded the program to include clients from the Montana Department of Commerce (MDOC) and residents from the Public Housing Program. Resident Board members, the Resident Advisory Board, and the Family Self-Sufficiency Panel are involved in providing input on program needs and assisting others to become actively involved in the process.

Each year, HomeFront goes through a process to assess physical needs addressed by tenants through their Resident Advisory Board for the Annual Plan process; comments are also solicited via Resident Meetings and surveys throughout the year. These comments, Board participation, tenant commissioners, Maintenance TEAM, and Public Housing Asset Managers' daily communications with HomeFront's client base serve to assist in assessing client needs for physical adjustments, security issues, and needed links with the community. The physical needs requests are implemented along with staff recommendations in the Capital Fund planning process.

Additional information relative to HomeFront's successes is included in the five-year plan on file at the HomeFront office.

Actions taken to provide assistance to troubled PHAs.

HomeFront is not a troubled PHA. While HomeFront was determined to be a standard performer due to staffing issues in maintenance and asset management, their REAC inspection score did not meet the historical high standards consistently experienced in the past. HomeFront received a score of 100% for SEMAP (Section 8 Management Assessment Program). This year, HomeFront received a high performer status. Should the need arise, HomeFront can apply to the City for funding to rehabilitate units to maintain high property standards.

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CR-35 Other Actions *91.220(j), 91.320(i-j)*

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. *91.220 (j); 91.320 (i)*

According to the City's most recent Analysis of Impediments to Fair Housing Choice, most of the typical exclusionary provisions that would hinder affordable housing development do not exist in the current Billings zoning codes. However, the following issues may act as barriers to affordable housing investment:

- Density bonuses have not been established to offset the cost of development if a project contains a certain percentage of affordable housing.
- There is currently not a way to fast-track the approval processes for affordable housing development projects.

  However, fast-tracking may not be as important in Billings as it is in other parts of the country. Subdivision review times are set by the Montana State Legislature. Building permit reviews for single-family homes (one to four units) are three to five days and commercial permits, including multi-family with five or more units in a structure, take four to six weeks to review. Other areas of the country, and some cities in Montana, take 30 days or longer for single-family reviews and four to six months for commercial reviews.
- The City does not currently permit a waiver or reduction of impact fees, including water and wastewater system development fees, to promote affordable housing development.
- The use of accessory dwelling units is not a widely practiced housing development strategy. However, Project Re:Code (see below) has facilitated the option to build accessory dwelling units in several additional zoning districts.

Project Re:Code: The City has undertaken a large-scale initiative to modernize zoning regulations to ensure equal opportunity and housing affordability citywide. Several AmeriCorps Volunteers in Service to America (VISTA) members have been placed in the City's Planning Division to assist with this effort.

Actions taken to address obstacles to meeting underserved needs. *91.220(k); 91.320(j)*

The City has been meeting underserved needs through the following programs:

- **Create, Preserve, and Expand Affordable Housing:** Housing Rehabilitation, Affordable Housing Development, and First Time Home Buyer.
- **Neighborhood Revitalization - Foreclosures:** The City's Foreclosure Acquisition / Rehabilitation loan program.
- **Poverty Impact:** The Billings Metro VISTA Project.
- **Pandemic Preparation, Prevention, and Response:** The City carried out three separate processes to provide social service agencies funding to meet community needs and has funded: one public facility and one public service in June 2021; eleven parks projects and six social services agreements in December 2021; and two public facilities projects along with one social service in April 2022. All projects have been completed.

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Actions taken to reduce lead-based paint hazards. *91.220(k); 91.320(j)*

The City continues to maintain compliance with HUD's lead-based paint requirements as established in September of 2000. According to the American Community Survey estimates from 2007-2011, there are over 29,317 housing units built before 1979 that are at risk of containing lead-based paint, which comprises 64 percent of the total housing stock in Billings. Not all the homes built prior to 1979 contain lead-based paint and lead hazards. However, projects involving structures built prior to 1978 are considered to have the potential for lead-based paint and consistent procedures have been developed to ensure compliance with federal regulations.

In 2012, the Center for Disease Control recommended action for children with elevated blood lead levels greater than or equal to five ug/dL. The Montana Department of Public Health and Human Services cited a 2012 field study conducted in 11 counties in the state. Children enrolled in Medicaid aged one to five years were tested for elevated blood lead levels. Nearly 600 children participated in the study, and three percent of the children had levels ≥ five ug/dL. One in four of the children tested had ≥ one ug/dL. This information is the latest data available on children in Montana and exposure to lead to date.

The City will continue to practice diligence while undertaking rehabilitation and construction activities to maintain the safety of households participating in federal programs. Participants in the City's housing programs are made aware of lead-based paint requirements. Education on the hazards of exposure to lead-based paint is provided for each rehabilitation project. The City currently offers risk assessment, paint inspections, and clearance testing through certified professionals. The City also has access to certified, lead-safe and abatement contractors to ensure compliance.

In addition, City staff promotes lead-safe work practices training whenever it is offered in Montana, which gives local contractors the opportunity to become certified in lead-safe work methods. The City will continue to maintain working relationships and partner in furthering educational efforts with lead-based paint professionals to ensure HUD requirements are effectively met.

In summary, the City of Billings has achieved full compliance with HUD lead-based paint requirements. City staff continues to develop local contractor capacity for regulatory compliance. Certified Risk Assessors are utilized for assessments and clearance activities. All rehabilitation projects facilitated and monitored by City staff are brought to lead-safe standards.

Actions taken to reduce the number of poverty-level families. *91.220(k); 91.320(j)*

The City supports efforts to improve economic conditions and supports activities to address economic conditions of low-income households in Billings. All the Consolidated Plan strategies target the improvement of economic conditions of lower income households in the community, including housing development, financing home repair and buyer activities, continuing partnerships to support community needs and funding public service activities. Specifically, the City's efforts to reduce the number of persons living below the poverty level include CDBG and HOME funding allocations to home buyer / rehabilitation programs. The results of this fiscal year's actions are as follows:

- **First Time Home Buyer:** Low-income households acquired their first home.
- **Foreclosure Acquisition / Rehabilitation:** When units are completed, low-income households are able to purchase a fully renovated home.

The City has continued to work with nonprofit organizations to help address the human service needs of lower income residents of the community in general and to serve lower income neighborhoods. This has been achieved in the past through funding allocations to social service organizations under CDBG Public Service activities, including the VISTA program. In addition, HOME program requirements stipulate serving low-income households exclusively.

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The City of Billings - Community Development Division staff began working with the AmeriCorps VISTA program in 2007 to assist with the development and implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness. This project generates full-time volunteers to work in nonprofit organizations to support homeless and poverty-impact initiatives.

By July 2009, the City had earned an official project designation and the Billings Metro VISTA Project was established. This initiative is particularly important when funding levels decline; all work completed must impact poverty and homelessness. Volunteers work to provide social services to those experiencing homelessness and / or poverty. Examples of projects undertaken this fiscal year include: furthering food security initiatives for low-income youth through the development of volunteer and donation programming; assisting economically disadvantaged veterans and military members address barriers to health through expanded support systems; and statewide prevention programs increasing access to healthcare and education for families.

Actions taken to develop institutional structure. *91.220(k); 91.320(j)*

The City of Billings is the lead government entity responsible for Consolidated Plan activities funded through CDBG and HOME. The City's ability to carry out home buyer rehabilitation, and poverty impact programs relies heavily on partnerships in the community, representing a significant strength in institutional structure. Gaps in institutional structure would, in part, be remedied with additional administrative funds to further coordinate services.

The City has been strengthening institutional structure by carrying out housing, homeless and other community development activities to address the following priorities as listed below.

Create, Preserve, and Expand Affordable Housing and Neighborhood Revitalization: The City can address priority needs through the Foreclosure Acquisition / Rehabilitation program. Private-industry contractors are trained in lead-safe work methods and staff advertises contractor opportunities through print media, on the City's website, and through the Adjacent Neighborhood Task Force through public informational meetings. Emphasis continues the provision of opportunities to Section 3, minority and women-owned businesses and furthering equal opportunity to low-income owners / employers, racial / ethnic minorities and businesses owned by women.

The City maintains relations with HomeFront, CDBG and HOME officials at the Montana Department of Commerce, private industry developers, lenders, realtors, and others to ensure collaboration and engagement in the implementation of housing programs. The City has one currently certified nonprofit CHDO and is actively seeking additional project opportunities for the purposes of affordable housing development.

Poverty Impact: CDBG and HOME resources are not adequate to meet the needs of the homeless and those experiencing poverty in Billings. The City's main anti-poverty initiative is the implementation of the Billings Metro VISTA Project. The City has provided full-year and summer associate VISTA support to dozens of nonprofit organizations in the Billings area to date. The Billings Metro VISTA Project enables the City to support nonprofit organizations in a sustainable fashion since the provision of public service grants is no longer an option due to historically low CDBG allocations.

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Actions taken to enhance coordination between public and private housing and social service agencies. *91.220(k); 91.320(j)*

The City of Billings staff works in collaborative partnership with social service providers, other government agencies, and the private sector to further community development programs, including HomeFront and the CDBG and HOME administrators at the Montana Department of Commerce.

City staff believes positive collaboration and coordination of programs and services will enhance the community's ability to meet the needs of low-income citizens. The City has continued coordinating with public, private, and social service agencies to further activities and projects identified herein, including participation in the following groups and initiatives:

- **Task Force Officers Meetings** The Planning and Community Services Department facilitates a quarterly meeting for the Neighborhood Task Force officers to collaborate. The City Council has dedicated $12,000 in non-federal funds to support Task Force newsletters, public information mailings, and community events.
- **Community Innovations Initiatives:** In October 2014, staff members from the Community Development Division, City Administration, and the Downtown Billings Alliance facilitated the Community Innovations Summit. The Summit was the catalyst for a multi-jurisdictional, coordinated response to downtown street homelessness. City staff and community leaders addressed legislation, the justice system, law enforcement and business environments. An article published by the Billings Gazette, highlights immediate successes as a result of this collaboration.
- **Resource Map and Notepad:** City staff has continued to make available the City's *Resource Map* and *Notepad*, which includes a comprehensive downtown service directory. A group of social service providers is working on an update to this document and the group has garnered funding for printing.
- **Billings Metro VISTA Project:** The City has assisted dozens of nonprofit social service organizations to expand and enhance programs for the homeless and those experiencing poverty. Priority focus areas include housing, financial literacy, employment, education, food security and access to healthcare.

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Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. *91.520(a)*

The City's most significant achievement is the adoption of Project Re:Code. This initiative was the City's first chance, in nearly a half-century, to adopt modern zoning regulations that meet the community's stated goals and aspirations. This community-led process began in January 2018 and was steered by an ad hoc committee comprised of city and county representatives. The new zoning code was passed by the Billings City Council in January 2021.

The new zoning code has also spurred reinvestment and there is a significant increase in the number of remodeling permits for additions to existing residential homes, particularly in older neighborhoods. Accessory dwelling units can now be placed in most residential neighborhoods, a significant achievement for affordable housing development.

The City has focused distribution of investments on a citywide basis to support mixed-income development across the community. The City's performance in serving predominantly low-income households is clear via Integrated Distribution Information System (IDIS) reporting; nearly 100%. Please reference geographic distribution information in CR-15 in this CAPER.

Neighborhood Revitalization Strategy areas have not been established in Billings and there is no specific amount of funding allocated for a target area in the City's geographic distribution of resources. Therefore, the City has dedicated zero percent of funding to target areas in favor of supporting a citywide approach to further fair housing, equal opportunity, and anti-segregation efforts.

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CR-40 Monitoring *91.220, 91.230)*

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Overall monitoring includes the following for CDBG and HOME programs:

- Examination of the community's use of available HUD, state, and local resources to meet the affordable housing and community development needs as outlined in the Consolidated Plan.
- Examination of the effectiveness of, and demand for, the Community Development Division's programs.
- Review of public comments received on the community's performance in meeting the affordable housing and community development needs described in the City's Consolidated Plan.

Organizations: The City may fund a variety of organizations to carry out CDBG and HOME activities each year. Written agreements are executed that describe applicable regulations, the scope of work and funding. Organizations receiving City funds are monitored by Community Development staff to ensure compliance with the terms of the agreement and applicable regulations, including Section 3 and minority business outreach.

Affordable Housing Projects: Housing projects are monitored via desk review and/or site-visits, including inspections, on a schedule based on the total number of units in the project:

# of Units	***Frequency of On-Site Monitoring***
1 - 4 Units	Every 3 years
5 - 25 Units	Every 2 years
26+ Units	Every year
Source Documentation	Every 6 years
Staff inspects 15% - 20% of the total HOME units per project, minimum one unit in each building	
10+ HOME-Assisted Units = Annual Financial Review	

City of Billings – Table D, Frequency of On-Site Monitoring

The projects the City monitors regularly include Southern Lights, Magic City Terrace, Westchester Square, and Pheasant Home. On-site visits include property standards completion and ongoing compliance inspections, tenant file review, household income verification, etc. City staff also conducts annual desk reviews to ensure leases are in compliance with HOME regulations; rents are compliant with HOME limits; tenant incomes are reviewed annually and they are within eligibility limits; the property owner/manager is inspecting the property at least annually; that adequate project reserves have been established and annual reports are received; and the year-end profit and loss statements show the project is profitable and/or sustainable for the period of affordability.

Risk Assessments: Affordable housing projects are also scrutinized via routine Risk Assessment for City staff to evaluate the relative level of risk of noncompliance for each project in the assisted portfolio. The risk assessment includes reviewing:

- Number of units
- Staff turnover and experience
- Funding amounts, affordability periods and type of assistance provided
- File and project documentation
- Past performance

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Projects with higher risk assessment scores are prioritized for intensive case management efforts to bring the project into compliance. These projects typically undergo multiple site visits and extensive technical assistance from City staff.

First Time Home Buyers: Homebuyers receiving HOME assistance are monitored for residency requirements annually through the United States Postal Service. City staff sends a newsletter via first class mail to each assisted household. If homeowners have changed primary residency, the mail is returned to the City office. Noncompliant projects are prioritized for intervention through the City's legal office.

Community Housing Development Organizations (CHDOs): The City requires CHDOs apply for recertification on an annual basis to ensure continued requirements are being met for CHDO designation throughout applicable affordability periods. The application includes (but is not limited to) maintenance of Board composition, including at least one-third membership by residents of low-income neighborhoods and no more than one-third may be public officials or local / state employees. Staff also conducts a CHDO capacity review every time a new project is funded to ensure the organization can carry out functions of the proposed project. NeighborWorks Montana and Homeword were certified as active CHDOs.

Citizen Participation Plan: Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports. *91.105(d); 91.115(d)*

Federal regulations require the City to facilitate two public hearings, at different stages of the program year, to obtain residents' views and respond to questions. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and a review of program performance.

The City of Billings held a public hearing in September 2024 to obtain public comment on:

- CDBG and HOME Comprehensive Annual Performance Evaluation Report (CAPER) for the prior program year; and
- Current community needs to assist the Community Development Board in:
    - Designing the application process for the upcoming program year, before the publication of the drafted Annual Action Plan; and

As noted in the first section of this CAPER (CR-05), the public comment period for the City's CDBG and HOME CAPER exceeds the minimum 15-day requirement. A public hearing is also held before the Billings City Council at the end of the public comment period. Notice of both the public comment period and public hearing are published in a local newspaper for three consecutive weeks. Public comments are noted in the first section of the CAPER.

The City's Citizen Participation Plan includes garnering input throughout annual allocation and performance reporting procedures and continuing to work with stakeholders to address needs. City staff encourages citizen participation in the consolidated planning process and makes special efforts to include low-income citizens, minorities, non-English speaking persons, persons with disabilities, and female-headed households. City staff is also fully prepared to comply with Citizen Participation requirements for the development of the Assessment of Fair Housing.

Community Development Board: The City of Billings created the Community Development Board in the 1970s to ensure low-income citizen participation and consultation for the use of federal funds. By City ordinance, six of the nine Board members must reside in low-income areas or be designated as representatives of a low-income neighborhood.

The Board meets on the first Tuesday of each month and is responsible for making recommendations to the

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City Council for the use of federal funds and monitoring program implementation. The Board members review drafted Consolidated Plans, Annual Action Plans and CAPERs and they annually attend Neighborhood Task Force meetings and public events to promote the City's programs.

Website Posting: The drafted CAPER was posted to the City's website and a public notice was published for two consecutive weeks to notify the public about the drafted document and the City Council's public hearing.

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CR-45 CDBG *91.520(c)*

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The coronavirus pandemic's impact greatly impacted the Billings community. The Delta variant surge in late 2021 did not influence the City's goals and strategies, as they are still relevant (see below), although the City may not meet established Consolidated Plan goals due to pandemic-related challenges. As a result, funding allocations, including the use of HUD's waivers, were changed to better meet current community needs.

The City's core programs have also been impacted by the pandemic. Foreclosed homes were not available for the City to acquire, rehabilitate, and sell to low-income households until late 2023. The cost of building supplies, lack of contractors available, and homeowner hesitancy to allow contractors in and out of their homes stalled the City's housing programs.

Goals and Objectives

- Create, preserve, and expand affordable housing options
    - Encourage the citywide development of new affordable single-family, multi-family and special needs housing in the community through private developers and nonprofit organizations.
    - Provide direct, affordable financing and assistance to low-income homeowners for the completion of needed repairs citywide.
    - Provide affordable financing and support to promote homeownership opportunities citywide.
- Neighborhood Revitalization: Foreclosures
    - Revitalize neighborhoods through foreclosure remediation, redevelopment, and infill development.
- Impact Poverty
    - Provide public service activity funding to support the Billings Metro VISTA Project to support local nonprofit organizations expand services for the homeless and special needs populations: Healthcare; Food Security; Education; Employment; Financial Literacy; and Housing.
- Prevent, prepare for, and respond to coronavirus
    - Provide public service activity and public facility improvement funding to prevent, prepare for, and respond to the coronavirus. Priority needs have been identified in the City's Community Assessment Report, including, but not limited to:
        - Low-Income Beneficiaries: Rent, mental health care, meal distribution, mortgage payments, internet access, utility assistance, childcare, etc.
        - Public Improvements & Facilities: Handwashing stations, additional public restrooms / cleaning, infrastructure, etc.
        - Social Service Agencies & Public Health Support: Client remote access, vaccination activities, virtual service ability, exposure prevention - staff training, unmet hospital / public health needs, FEMA match, facility social distancing, etc.

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Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

The City of Billings - Community Development Division does not have an open BEDI grant. However, Big Sky Economic Development (BSED) manages a US EPA Brownfields Program Grant for Billings and Yellowstone County. The $500,000 grant enables property owners to conduct Phase I and Phase II Environmental Assessments of their properties to determine if any cleanup is needed for reuse or redevelopment activities. The program covers most of the City of Billings, but is focused on the downtown area and East Billings area where property redevelopment activities are ongoing. BSED also manages a US EPA Brownfields Revolving Loan Fund Program in concert with the Brownfields program that allows certain qualifying entities, like the City of Billings, to access funds to conduct cleanup activities as long as the property is used for certain community benefits after it is remediated. These programs are helping the City clean up the property at 802 Yellowstone Avenue in Billings to enable it to be redeveloped and contribute positively to the neighborhood and community.

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CR-50 HOME *91.520(d)*

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations.

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

City staff conducts annual reviews of affordable rental housing projects funded through the HOME program throughout the affordability period. All issues detected during the inspection of HOME-assisted units were minor and were immediately remedied. Staff determined that they are being operated in compliance with HOME program regulations. Properties not meeting compliance with regulations are addressed through case-management and a targeted provisional work plan is created to bring the project into compliance.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. *92.351(b)*

The City adheres to an Affirmative Marketing Procedure to further the City's commitment to nondiscrimination and equal opportunity in housing. The intention of City staff's efforts is to attract those who are least likely to apply for housing and community development programs. City staff has assessed affirmative actions taken and believes the marketing completed for HOME units is adequate.

Affordable Housing: Proposed affordable housing development projects with more than five HOME units are required to submit an Affirmative Marketing Plan with the application for funding. Plans include procedures for marketing units to minority / disabled populations and performing significant outreach to ensure equal housing opportunity for potential renters / owners of the housing units.

Affirmative Marketing Action Plans were also reviewed during annual monitoring reviews. Organizations list the process by which they are marketing vacant units (rental offices, the local newspaper, and entrance of the project) in attempt to reach different minorities, genders, and the disabled.

Home Buyer: In recent fiscal years, information regarding the home buyer programs and contractor opportunities have been distributed as follows:

- City staff routinely emails fliers to agencies serving the elderly, disabled and those experiencing homelessness including HRDC District 7, Rimrock, Family Service, Inc., the Mental Health Center, and the Community Crisis Center.
- Print advertising appeared in multiple issues of ***Tidbits of Billings*** (a weekly publication).
- Printed brochures and information are continually distributed through the Billings Home Center.
- Before the pandemic, over 35,000 full-color direct mail inserts were distributed to City residents via water bills.
- Distributed printed flyers, brochures and information through the Office of Indian Education and the Indian Health Board of Billings.
- The First Time Home Buyer program brochures and applications were mailed to lenders and realtors across the city. Staff also delivered materials to lenders in the Billings downtown area.
- Information, applications, and other information are continuously available on City of Billings' website here.

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Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

A total of $234,000 in program income and recaptured funds was received in the HOME program this fiscal year. Funding was committed and expended this fiscal year via the First Time Home Buyer program and remaining funds were committed and expended in the Affordable Housing Development program.

HUD requires the City of Billings to utilize program income, repaid, and recaptured revenues prior to drawing down entitlement funds. Therefore, staff reduces previously committed entitlement funds from IDIS activities and replaces it with cash revenue funds for immediate use. The Consolidated Plan stipulates that federal resources will be allocated on a close- and shovel-ready basis, ensuring the efficient use of funds in programs that are in higher demand.

A total of four households achieved homeownership through the First Time Home Buyer program. One household was extremely low-income, one was very low-income, and two were low-income. The average purchase price of the homes was $206,850 this fiscal year (FY24-25). In prior years, the average purchase prices were:

- $231,613 in FY23-24
- $206,176 in FY22-23
- $191,176 in FY21-22
- $172,404 in FY20-21

Describe other actions taken to foster and maintain affordable housing. *91.220(k)*

The City has been managing the following programs to foster and maintain affordable housing:

- **Create, preserve, and expand affordable housing options**
    - First Time Home Buyer and Affordable Housing Development.
- **Neighborhood Revitalization:** Foreclosure Acquisition / Rehabilitation
- **Poverty Impact:** Billings Metro VISTA Project
- **Prevent, prepare for, and respond to coronavirus**
    - **Public Services:** Rent, mental health care, meal distribution, mortgage payments, internet access, utility assistance, childcare, etc.

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CR-58 - Section 3

HUD Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving HUD CDBG and HOME funding.

The Section 3 program requires recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. Recipients of HUD funds (i.e. grantees and contractors) ensure that "to the greatest extent feasible," when certain HUD funds are used to assist housing and community development projects, preference for construction-related training, jobs, and contracting opportunities go to low- and very-low income people and to businesses that are owned by low- and very-low income persons or businesses that hire them. These opportunities are both gender and race neutral.

Section 3 Reporting				PROJECT		Total
IDIS # Activity Description		***Funding Source***		**CDBG**	**HOME**	
	Total Labor Hours	Section 3 Labor Hours	Targeted Section 3 Labor Hours			
1631 930 Steffanich - Demolition & Reconstruction	124	0	0	124		124
1664 Foreclosure Rehabilitation – 817 N 22nd Street	650	0	0	650		650
1669 C & C Community	1,202	0	0	1,202		1,202
1690 CDBG-CV: Public Facility - DBA-BID Downtown Public Restroom	138	44	35	138		138
1741 CDBG-CV & CDBG: Public Facility - Washington Elementary	306	61	0	306		306
1744 CDBG-CV: Public Facility - Boys & Girls Club	331	0	0	331		331
1758 CDBG-CV: Public Facility - Comanche Park CPTED *(Section 3 NOT required, but we have data)*	469	0	0	469		469
1762 Foreclosure Rehabilitation - 1709 Saint Johns	100	25	10	100		100
1775 Affordable Housing Development - Mitchell Ct	19,592	4,310	470		19,592	19,592
1778 Foreclosure Rehabilitation – 1302 Parkhill Drive	*Pending Contractor Report*					
Total Labor Hours	22,912	4,440	515	3,320		22,912
Section 3 Worker Hours				4,440		4,440
Targeted Section 3 Worker Hours				515		515

HUD Table 14 – Total Labor Hours

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Nature of Agency Efforts This section is required if, based on the labor hours reporting above, the reporting agency did not meet the safe harbor benchmarks. Check all that apply. Maintain records available for HUD review to document any efforts checked.			
Funding Source	**CDBG**	**HOME**	**Total**
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	3	1	4
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	1		1
Direct, on-the job training (including apprenticeships).	4	1	5
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	1		1
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	1		1
Outreach efforts to identify and secure bids from Section 3 business concerns.	2		2
Technical assistance to help Section 3 business concerns understand and bid on contracts.	2		2
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0		0
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0		0
Held one or more job fairs.	3		3
Provided or connected residents with supportive services that can provide direct services or referrals.	1		1
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0		0
Assisted residents with finding child care.	0		0
Assisted residents to apply for, or attend community college or a four year educational institution.	0		0
Assisted residents to apply for, or attend vocational/technical training.	0		0
Assisted residents to obtain financial literacy training and/or coaching.	0		0
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0		0
Provided or connected residents with training on computer use or online technologies.	0		0
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0		0
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0		0
Other, specify.	1		1

HUD Table 15 – Qualitative Efforts – Number of Activities by Program

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Narrative

IDIS has a Section 3 report and the information noted above represents program years 2020, 2021, 2022, 2023 and 2024. Projects include:

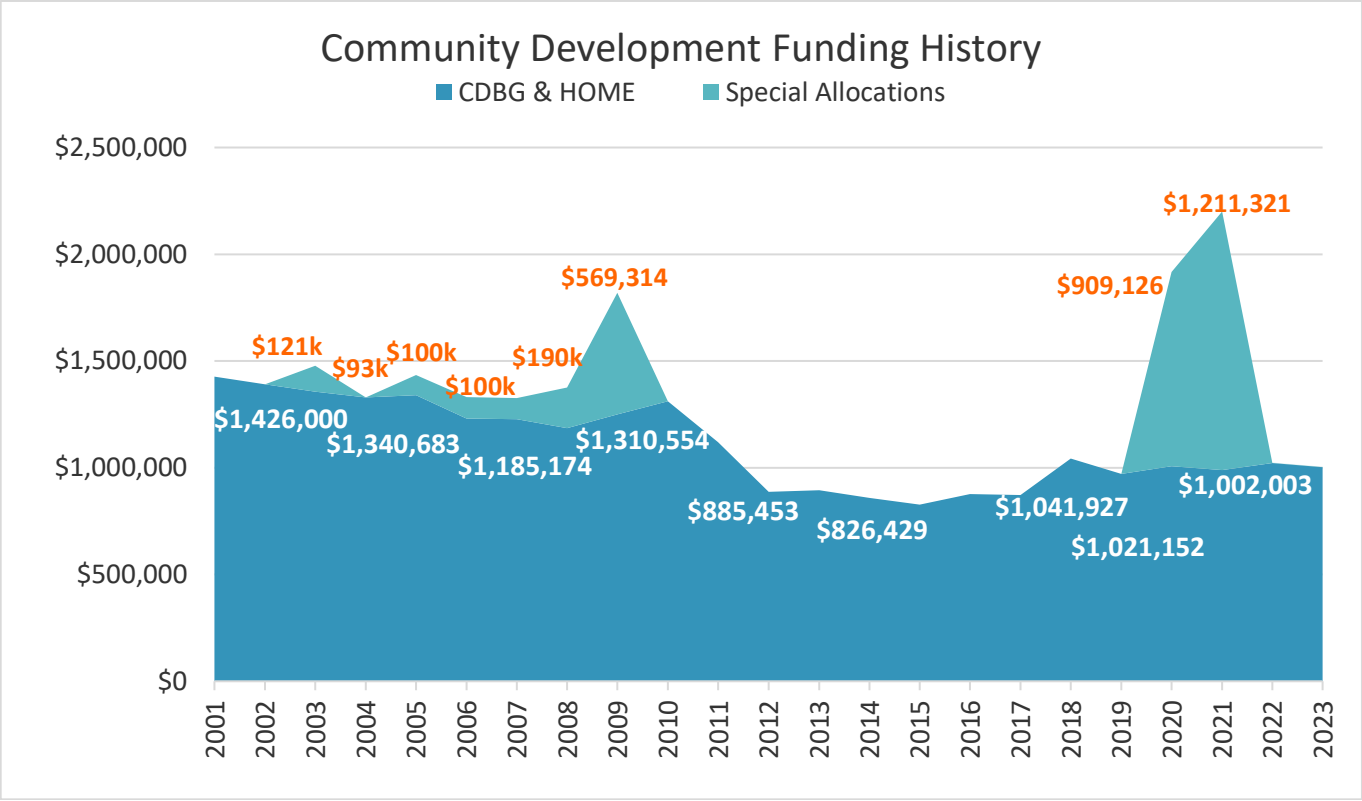
- 1631 930 Steffanich - Demolition & Reconstruction
- 1664 Foreclosure Rehabilitation – 817 N 22nd Street
- 1669 C & C Community
- 1690 CDBG-CV: Public Facility - DBA-BID Downtown Public Restroom
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- 1744 CDBG-CV: Public Facility - Boys & Girls Club
- 1758 CDBG-CV: Public Facility - Comanche Park CPTED
- 1762 Foreclosure Rehabilitation - 1709 Saint Johns
- 1775 Affordable Housing Development - Mitchell Court
- 1778 Foreclosure Rehabilitation – 1302 Parkhill Drive

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ATTACHMENT A - Public Notice *Affidavit Pending*

ATTACHMENT B - Public Comments

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Community Development Funding History
CDBG & HOME
Special Allocations
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
$121k
$93k
$100k
$100k
$190k
$569,314
$909,126
$1,211,321
$1,426,000
$1,340,683
$1,185,174
$1,310,554
$885,453
$826,429
$1,041,927
$1,021,152
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2023

2825 3rd Avenue North, Billings, MT 59101 406.657.8281 Relay: 711 BillingsMT.gov/ComDev

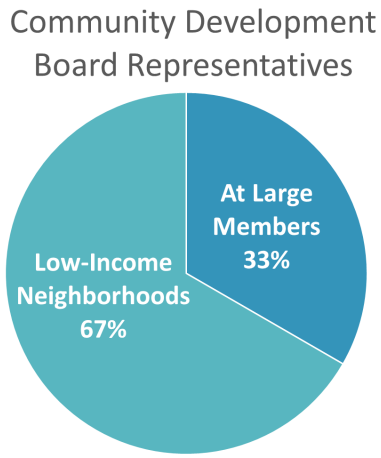
This guide is intended to provide an outline of the City of Billings' Consolidated Planning process for decisions relative to Community Development Block Grants (CDBG), HOME Investment Partnerships program (HOME), and other funding allocated through the U.S. Department of Housing and Urban Development (HUD).

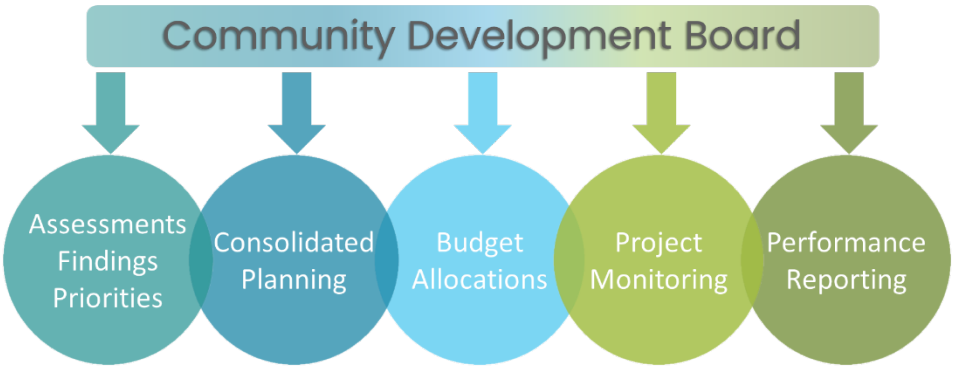
Funding Source and Intent

The City of Billings has been a recipient of HUD entitlement CDBG allocations since the mid-1970s and HOME funds since the early 1990s *(over $47 million collectively).* Investments in CDBG and HOME has generated nearly $10 million in loan repayments since 2001. Projects, programs, and activities funded through CDBG and HOME are regulated and monitored by the federal government and must be primarily targeted to address community affordable housing for low-income citizens and poverty-impact needs in Billings.

Guidance & Recommendations Process

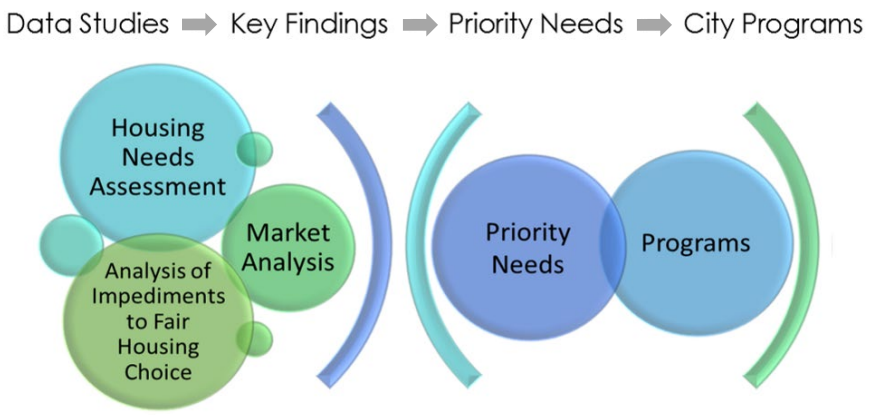
The Community Development Board provides staff guidance relative to assessment, planning, allocation, monitoring, and reporting processes for HUD federal funding. The Board is composed of six low-income neighborhood representatives and three at-large members. This composition complies with a federal regulation to ensure decision-making processes include involvement from residents of low-income neighborhoods. The Board is also responsible for making funding recommendations to the City Council for review and approval.



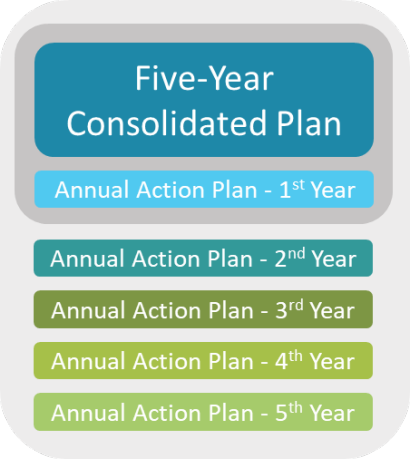


Planning Process

The Consolidated Plan is the primary planning document directing the City's CDBG and HOME investments and it covers a five-year period. The Consolidated Plan includes a comprehensive housing needs assessment and a housing market analysis, *(refer to page 4 for a list of the Consolidated Plan components).* The City must also complete an Analysis of Impediments to Fair Housing Choice every five years *(summary begins on page 6).* Key findings establish priority needs, and City programs are developed based on findings and priorities.



Planning for each five-year Consolidated Planning cycle begins in September with a public hearing to obtain data and public comment on community needs to assist the Community Development Board in designing the application process for the upcoming program year. The Consolidated Plan includes the Annual Action Plan for the first year of the five-year period.



Allocation Process

To allocate CDBG and HOME resources, the Community Development Division staff and Board members facilitate an extensive process to gather public input on the use of federal funds beginning each September. The Board sets priorities for funding based on demonstrated community need.

Applications are made available at the beginning of December and due at the end of January. Applications are then forwarded to the Community Development Board and recommendations are prepared for City Council consideration. The Staff facilitates a 30-day public comment period, the City Council takes action, and the Annual Action Plan is submitted to HUD by May 15.



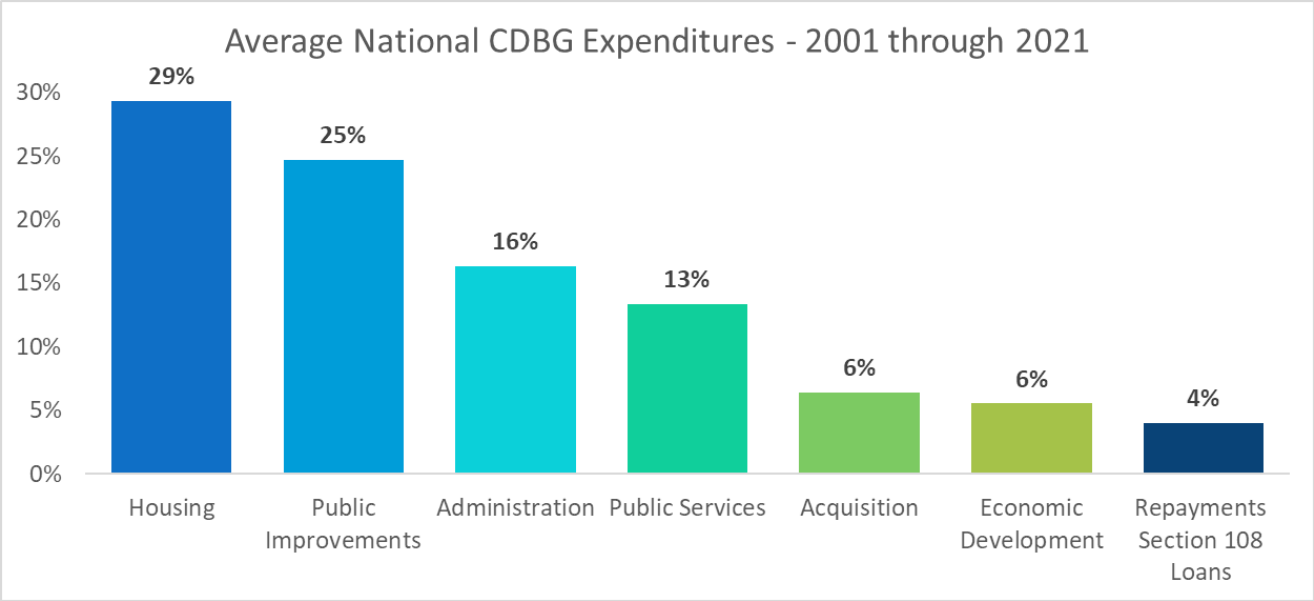
Allocation Compliance

Allocations must be consistent with the goals and priorities of the approved five-year Consolidated Plan for the use of CDBG & HOME resources in Billings. Allocation recommendations must conform to pre-determined spending requirements on several categories including: CDBG and HOME administration caps *(maximum of 20% and 10% of new funding respectively);* public service caps *(up to 15% of new CDBG funding)*; and Community Housing Development Organization set-aside for affordable housing development *(minimum 15% of new HOME funding).*

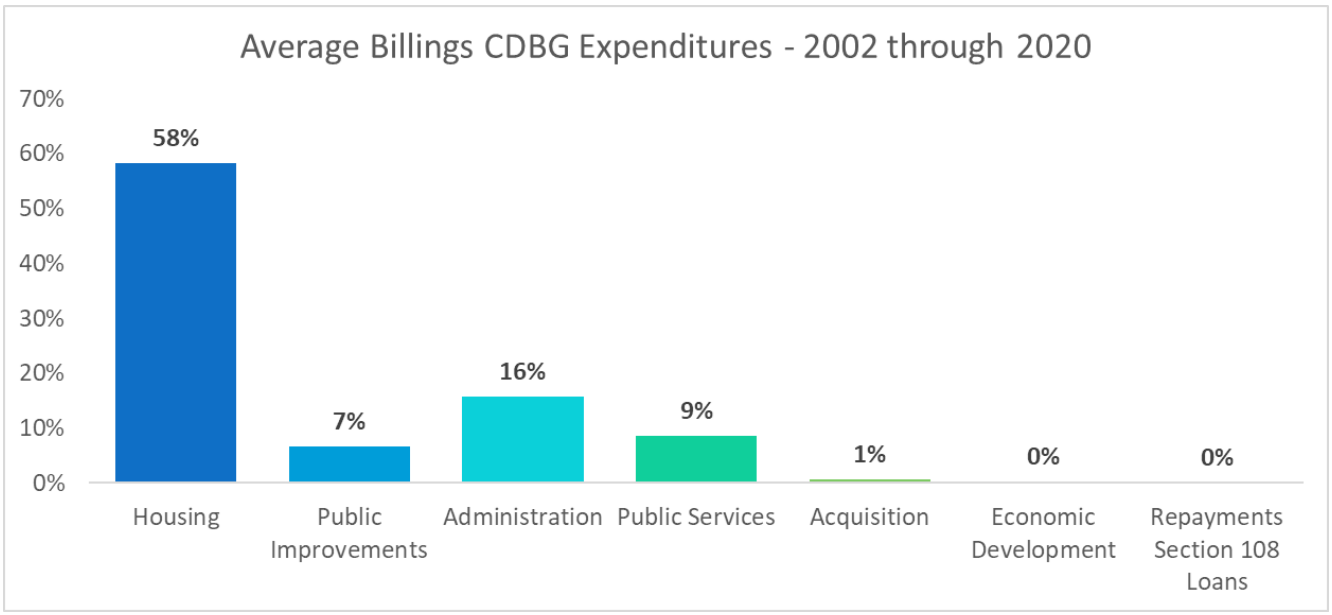
If the City is non-compliant with federal spending requirements, the City's entitlement status for federal funds would be at risk. Non-federal funding repayment is required for noncompliant project, program, and activity expenditures.

Average Expenditures

Across the nation, housing has been the number one expenditure for all participating jurisdictions *(including housing activities funded through public services),* followed by public improvements, administration, public services, acquisition, economic development, and repaying Section 108 loans *(loans the City can leverage to borrow against future CDBG funding allocations).*



In Billings, housing is also the number one expenditure. However, the City has not dedicated similar amounts of CDBG funding to support public improvements. Local administration costs matches the percentage costs for the nation and the City has expended slightly less than the national average on public services, five percent less on acquisition. Economic development training was funded in 2002 and several years thereafter. HUD later notified the City that economic development training would need to be funded within the public services cap in future years. The City has not borrowed against future CDBG entitlement allocations through the Section 108 program.



Consolidated Plan Components

The Consolidated Plan is an extensive assessment including Housing Needs Assessment, a Housing Market Analysis, Strategic Planning, and the first Annual Action Plan for the Consolidated Plan's five-year period. The City is also required to conduct an Analysis of Impediments to Fair Housing Choice as part of the Consolidated Planning process. Every five years, the City has the opportunity to reassess community needs, identify key priorities, and determine strategies to meet community needs.

Executive Summary

- Introduction
- City of Billings Objectives & Outcomes
- Evaluation of Past Performance
- Citizen Participation & Consultation
- Summary

The Process

- Responsible Agencies
- Introduction
- Public Housing & Assisted Housing Providers
- Participation & Consultation
- Citizen Participation Process & Outreach

Housing Needs Assessment

- Demographics
- Number of Households by Income Level
- Housing Problems
- Disproportionate Need - Housing Problems by Income Level, Race, & Ethnicity
- Disproportionate Need - Severe Housing Problems by Income Level, Race, & Ethnicity
- Disproportionate Need - Housing Cost Burdens
- Disproportionate Need - Discussion
- Public Housing
- Homeless Needs Assessment
- Non-Homeless Special Needs Assessment
- Non-Housing Community Development Needs

Housing Market Analysis

- Overview
- Number of Housing Units
- Cost of Housing
- Condition of Housing
- Public and Assisted Housing
- Homeless Facilities and Services
- Special Needs Facilities and Services
- Barriers to Affordable Housing
- Non-Housing Community Development Assets
- Education
- Needs and Market Analysis Discussion
- Broadband Needs of Housing
- Hazard Mitigation

Strategic Plan

- Overview
- Geographic Priorities
- Priority Needs
- Influence of Market Conditions by Affordable Housing Type
- Anticipated Resources, Leveraging, Land
- Institutional Delivery Structure
- Goals Summary, Categories & Needs Addressed, Outcomes, Objectives, Goal Outcome Indicators, Five-Year Goals
- Public Housing Accessibility and Involvement
- Barriers to affordable housing
- Homelessness Strategy
- Lead based paint Hazards
- Anti-Poverty Strategy
- Monitoring

Annual Action Plan

- Expected Resources
- Annual Goals and Objectives
- Projects
- Geographic Distribution
- Affordable Housing
- Public Housing
- Homeless and Other Special Needs Activities
- Barriers to affordable housing
- Other Actions

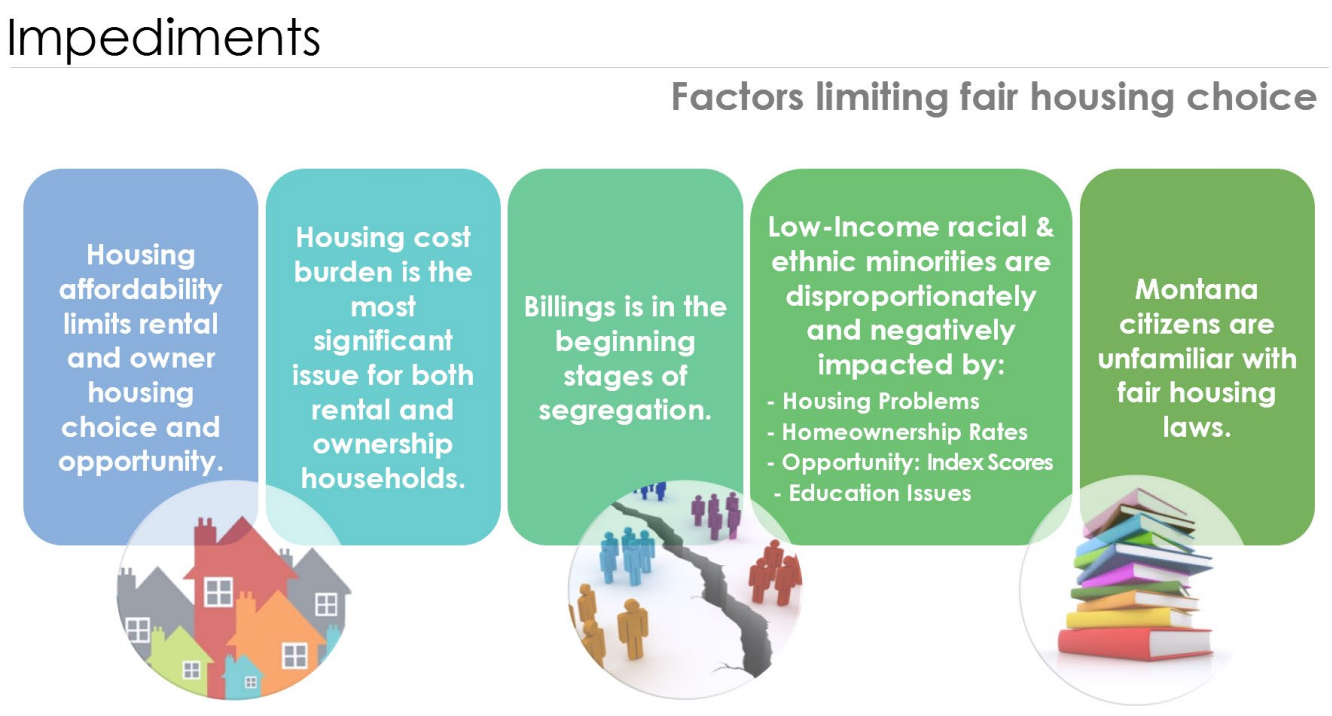
Analysis of Impediments to Fair Housing Choice

As recipients of HUD funding, entitlement communities are required to: conduct an analysis to identify impediments to fair housing choice (AI); and take and maintain records of appropriate actions to overcome the effects of identified impediments. HUD allocates funding to the State and entitlement communities through the CDBG and HOME programs.

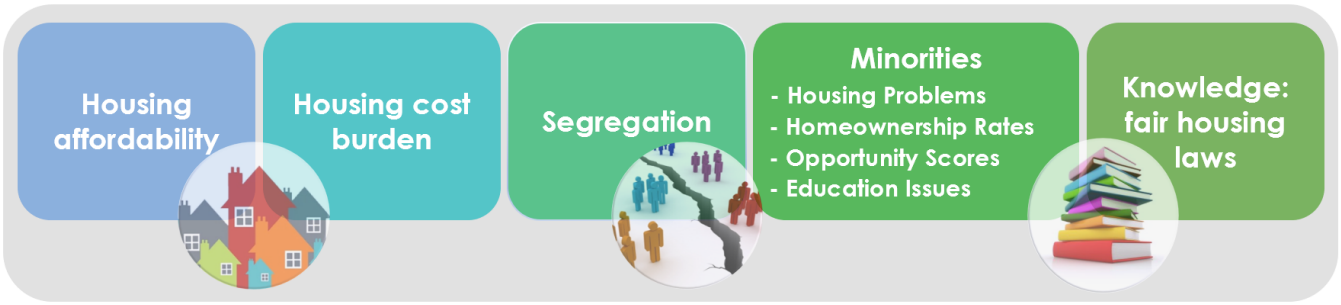
According to HUD's Fair Housing Planning Guide, impediments to fair housing choice are defined as any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin that restrict housing choices or the availability of housing choice, or other protected characteristics and any actions, omissions, or decisions that have this effect. The list of protected classes included in this definition is drawn from the federal Fair Housing Act, which was first enacted in 1968. State and local governments may enact fair housing laws that extend protection to other groups, and the AI is to address housing choice for these additional protected classes as well. Montana state code has extended additional fair housing protections based on creed, marital status, and age. The Cities of Bozeman, Butte, Helena, and Missoula have adopted ordinances prohibiting housing discrimination based on sexual orientation and gender identity or expression.

The AI process involves a thorough examination of a variety of data related to housing in Billings, much of the data highlighted are based on HUD recommendations. This data is collected, analyzed and assessed to determine barriers to affordable housing. Identified impediments are then used to establish quantifiable goals and the reduction of the barriers to fair housing choice. The AI is also subject to a 30-day public comment review process before submission to HUD.

The City of Billings Analysis of Impediments to Fair Housing Choice was completed in 2020 in preparation for the FY2020-2024 Consolidated Plan. A summary of impediments is illustrated below.



Impediments & Strategies





Impediments & Strategies

- **Housing affordability limits rental and owner housing choice and opportunity.**

- **Housing cost burden is the most significant issue for both rental and ownership households.**
    - City staff will continue efforts to improve housing affordability for homeowners and renters through affordable housing development, homebuyer, and home repair assistance programs.

- **Billings is in the beginning stages of segregation.**
    - The location of new housing development and assistance programs will continue on a citywide basis.

- **Low-Income racial and ethnic minorities are disproportionately and negatively impacted by: housing problems; homeownership rates; opportunity scores; and access to education.**
    - The City will continue to target marketing efforts to reach ethnic and racial minorities to improve access to housing opportunity.
    - The City will also continue to support the Billings Metro VISTA Project as an anti-poverty strategy to expand access to: housing; healthcare; education; food security; and economic opportunity.

- **Citizens are unfamiliar with fair housing laws.**
    - City staff will continue efforts to provide fair housing education materials on the City's website, in the office, at the Home Center, and will support fair housing educational opportunities with Montana Fair Housing.

Board & Commission Annual Report to City Council

Purpose: The annual report is to make a written report of a board or commission activity to the Mayor and City Council as authorized by majority vote of the entire membership of the board or commission.

Name of Board or Commission: Community Development Board

Name of Presiding Officer: Joe Stockburger, Chair

Name of Person or Persons filling out report: Community Development Board Members during August 5, 2025 meeting.

Meeting schedule: First Tuesday of each month

Major Board or Commission accomplishments of the preceding year:

- **First Time Home Buyer (FTHB) Loan program:** Annual monitoring was conducted and all non-compliant loans have been identified and repaid. A total of 409 First Time Home Buyer assistance loans are outstanding. The average loan amount is $12,500 and the total outstanding loan amount is $5,112,500.
- **Housing Rehab Loan program:** Staff completed a review of all outstanding loans. A total of 48 Housing Rehab assistance loans are outstanding. The average loan amount is $20,985 and the total outstanding loan amount is $1,007,265.
- **Affordable Housing Development program:**
    - Expended $1.2 million for the Mitchell Court Affordable Housing Project:
        - Construction progress monitoring is on-going;
        - On-site monitoring will take place after units are leased in approximately December 2025.



    - Recommended City Council approve the LB Lofts Affordable Housing Project:
        - Project will be presented to City Council after final details are provided by Homeword;
        - $145,000 request for CBDG funding;
        - $1.1 million request for HOME funding;
        - Construction will begin in January 2026;
        - 101 two-bedroom, two-bathroom units.
- **Billings METRO VISTA Project:**
    - VISTA members helped provide education, housing and healthcare services to 1,520 individuals across Montana. They raised over $326,424 and recruited 55 volunteers, who served 187 hours on behalf of VISTA Host Site initiatives. VISTA members served with Adaptive Performance Center, City of Billings Parks, Recreation and Public Lands Department, City of Billings Community Development Division, Yellowstone Art Museum, Tumbleweed, Department of Health and Human Services and Mountain Health Gives.





- VISTA member, Matt Benowitz, completed his service year at Adaptive Performance Center and brought national attention to the program. John Lira, Senior Advisor for Veterans and Military Family Initiatives, recognized Matt's accomplishments during his visit to Billings and in the AmeriCorps Veteran's Day program.

- **Foreclosure Acquisition / Rehabilitation program:**
  - ***1709 Saint John's Avenue Property:*** The property has been rehabilitated and is currently being advertised for sale. Staff continues efforts to sell the property with a new yard sign placed in the front yard, flyers emailed to realtors and lenders, slide rotating on the City Hall and Library television screens, posts on the City Facebook page and posts on the Planning and Community Services Department Facebook page. The property will be sold to a City-approved income-eligible first-time home buyer.
  - ***1302 Parkhill Property:*** The Construction Agreement was executed for the rehabilitation work and construction is well underway. Two change orders have been required to address multiple copper pipe plumbing leaks, failing brick façade around the front entry door, and dislodged / unconnected cast iron waste and vent piping. The home will be sold to a City-approved income-eligible first-time home buyer after completion.
- **HOME-ARP Allocation Plan:**
  - Subrecipients of HOME-ARP funding have expended the following amounts:
    - Alternatives, Inc. expended $139,728 to assist 66 households.
    - District 7 Human Resources Development Council (HRDC) expended $141,231 to assist 132 households.
    - Native American Development Corporation (NADC) expended $32,584 to assist 203 households.
  - Assisted households received supportive services including case management, rental assistance, utility payments, credit repair, employment training and treatment for substance misuse.

Major Board or Commission challenges of the preceding year:

- Difficulty in pursuing additional parks CPTED projects;
- Uncertainty surrounding the future of the Billings Metro VISTA program, HOME and CDBG funding allocations;
- High mortgage interest rates and lack of homes for sale that are affordable to low-income community members;
- Unable to maintain a full roster of Community Development Board members.

Major Board or Commission goals for the upcoming year:

- Maintain HUD compliance with CDBG, HOME, HOME-ARP;
- Monitor awardees and assist them in implementing projects / activities while ensuring compliance;
- Monitor HOME-ARP subrecipient activities, timeliness goals and compliance;
- Complete development and implementation of the Lead Water Line Replacement program;
- Facilitate affordable housing development project(s) after City Council approval; and
- Continue to monitor First Time Home Buyer and Housing Rehab Program compliance and take steps to facilitate loan repayment when necessary.

Requests for staff or city council:

The Community Development Board has two vacancies. One vacancy is a resident living in a low-income neighborhood and the other is an at-large member. Any assistance the City Council might provide to the Mayor in appointing members to fill these vacancies would be greatly appreciated.

Changes to city ordinance or state law affecting the board or commission that should be considered:

No changes noted.

Anything else that board, commission or presiding officer want to comment on:

The Community Development Board thanks the City Council for its continued support.

City Council Regular

Date:	09/22/2025
Title:	Public Hearing and Resolution for Weed Abatement Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution authorizing staff to alter list if the assessments are paid prior to submitting to the County Treasurer.

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

The annual weed assessments have been completed and are ready to be placed on the tax rolls by the attached resolution.

Pursuant to the Billings, Montana City Code (BMCC), Section 25-304, property owners are notified in writing and given ten (10) days from the date of the notice of noncompliance to exterminate weeds or tall grass from their property. If owners fail to cut the vegetation, the City may cut it and assess the costs to the real property, together with an additional administrative fee of 25% of the cost of removal, plus a $25 penalty. If the charges are not paid within a given time, the costs and penalties constitute a lien on the property and special assessments may be levied. The General Fund initially pays the costs, so the collected assessments reimburse those expenses.

The properties on the attached list had weeds removed from them during the growing season, the owners did not pay the charges and the properties may be assessed to recover the costs, penalty and fee.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, in which case the property owners will not be assessed, and the General Fund and Parks Operating Fund will be responsible for paying for the weed removal.

FISCAL EFFECTS

The assessments total $7,016.68 and the payments will reimburse the General Fund and Parks Operating Fund

Attachments

Resolution Weed Abatement

RESOLUTION NO. 25_____

A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF CUTTING AND/OR EXTERMINATING WEEDS.

WHEREAS, Billings, Montana City Code, Section 25-307, provides that the City Clerk shall prepare and present a resolution containing a list of all parcels of land in the City, from which and adjacent to which, the weeds were cut, exterminated and/or removed, and such list shall contain opposite the number of such lots or description of such parcels of land, the name of the owner, if known, and the amount of cost for cutting and removing such weeds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. LEVYING OF SPECIAL ASSESSMENT. That for the purpose of collecting funds to defray the cost of cutting and removing of weeds, there is hereby levied an assessment upon the owners and the lots or parcels described on the list attached hereto.

2. ASSESSMENT AND COLLECTION. Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.

3. DISPOSITION OF COLLECTIONS. All monies collected from the assessment shall be paid to the General Fund of the City of Billings.

4. NOTICE OF HEARING. On Monday, September 22nd, 2025, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 22nd day of September, 2025.

CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____
Denise R. Bohlman, CITY CLERK

Exhibit A

NAME	MOWING ADDRESS	TAX CODE	AMOUNT
ALDERSON, SARA T.	2105 10TH AVENUE NORTH	D05776	$ 202.50
ANDERSON, MISTY LEE & LAWRENCE	417 S. 35TH STREET	A14070	$ 202.50
BARRAGAN, CARMEN	2428 CONSTELLATION TRAIL	C10757B	$ 202.50
BEAVERS, SHANNON K	119 NORRIS COURT NORTH	A19935	$ 202.50
BLIND CAT HOLDINGS LLC	129 N 19TH STREET	A00546	$ 202.50
CLEVELAND, JAY RALPH	205 S 39TH ST	A08822	$ 202.50
CURRENCE, STEVEN	312 S 30TH ST	A01371	$ 202.50
FANDRICH, BRYAN R & JAMIE M	123 CUSTER AVENUE	A15733	$ 202.50
GADADE, VAIBHAV N.	216 NE MAIN ST	A18790	$ 202.50
GARCIA, LAWRENE GARCIA	329 JACKSON CT	A14806C	$ 202.50
GRISWOLD PROPERTIES LLC	716 N 15TH STREET	A12024	$ 202.50
HAGSTROM, JOSHUA A & MARGOT C	3609 4TH AVE SOUTH	A08770	$ 202.50
HAGSTROM, MARGOT C	322 S 36TH ST	A08771	$ 202.50
HARRIS, JOEL & JUDITH	2915 PALM DRIVE	A25843	$ 209.12
HEDIN, TINA M	743 ANCHOR AVENUE	C00653	$ 202.50
HILARIO, MARK & CHUCK	4128 STATE AVENUE	A06931	$ 257.15
JENSEN, DONLYN D.	611 S 36TH ST	A01635	$ 202.50
KASE, LAWRENCE PENTTI ROBERT	45 JACKSON ST	A14613	$ 202.50
MARKS, CHRISTOPHER T	3027 GOLDEN ACRES	A35159	$ 202.50
MARKS, CHRISTOPHER T	6435 SOUTHERN BLUFFS	A35159A	$ 202.50
MUNSON, LOIS J.	342 JACKSON ST	A09665	$ 202.50
NORTH 15TH ENTERPRISES LLC	2011 8TH AVE NORTH	D05847	$ 202.50
NYGAARD BUILDERS LLC	3524 DUNLOP AVENUE	C03385	$ 202.50
PRICE, AMY	5107 AMHERST	A35547	$ 202.50
PRICE, AMY	2607 TULANE	A35545	$ 202.50
PRICE, AMY	2611 TULANE	A35544	$ 202.50
PRICE, AMY	5129 CLEMSON	A35458	$ 202.50
SECRETARY OF URBAN HOUSING	2124 SHILOH	C02236	$ 202.50
SHERWOOD, FRED	905 S 32ND ST	A01815	$ 202.50
STATE OF MONT UNEMPLOYMENT COM	624 N 24TH STREET	A01974	$ 202.50
STEVENSON, CAROL J.	1133 LYNCH	A23013	$ 261.72
STEVENSON, FRED W JR	1114 20 ST W	A02685	$ 202.50
WYMAN, BRUCE E & VEONA	720 N 14TH ST	A12058	$ 213.69
ZHANG, YANG & YAXIA	525 GAY PLACE	A07920	$ 202.50
		Total	**$ 7,016.68**

City Council Regular

Date:	09/22/2025
Title:	Public Hearing & Resolution for Nuisance Property Abatement Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution authorizing staff to alter list if the assessments are paid prior to submitting to the County Treasurer.

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

A nuisance property abatement assessment resolution has been completed, and the assessment is ready to be placed on the taxes for the following properties.

(A01314) For the property located at 216 South 30th Street in Billings, MT, a case for open storage was opened on 6/19/24, with the first inspection and first notice sent to that address. On 7/29/24, a second inspection was conducted, and another notice was sent as there had been no improvement in cleaning up the property. The code officer continued to work with the property owner to gain compliance; however, there was minimal progress. The owner was cited into Municipal Court and on 3/13/25, an abatement order was granted. The property was posted on 7/2/25 informing the owner of the upcoming abatement, and the abatement completed by code enforcement on 7/9/25. The amount of $789.10 is still unpaid.

(A18791) For the property located at 3310 First Avenue South, Billings, MT, two cases were opened. An initial case for open storage and RV for living or sleeping more than five days was opened on 1/3/25 after an initial inspection. Due to lack of mail delivery to the address (it is an open lot), a first notice was posted on the property. On 1/23/25, a second notice was emailed to the property owner. Most communication with this property owner was via email. On 2/5/25, with a policy standby, the owner was initially cited into Municipal Court for 3/12/25. The property owner appeared in court; however, the case was not presented at that time as the Court requested the hearing be reset to 4/9/25. On 4/9/25, the property owner did not appear, and the hearing was held, resulting in an abatement order being granted. A second case was opened on 2/27/25 for installing a fence that did not match what was approved of in the permit, and a clear vision violation. The first notice was emailed to the property owner. On 3/13/25, a second notice was emailed to the property owner. On 4/17/25, with a police standby, the owner was cited into Municipal Court for 5/7/25. The owner did not appear in court; the hearing was held; and the abatement order was granted. On 6/3/25, the property was posted informing the owner of the upcoming abatement. The abatement was completed on 6/19/25 for both orders. The amount of $879.38 is still unpaid.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, in which case the property owners will not be assessed, and the General Fund will be responsible for paying for the abatement.

FISCAL EFFECTS

The assessments total $1,668.48 and will reimburse the General Fund.

Attachments

Resolution Property Abatement
Case Summary 1

Case Summary 2

RESOLUTION NO. 25 _____

A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF ABATEMENT.

WHEREAS, Billings, Montana City Code, Section 18-301, et seq. sets forth the procedures to be followed (a) to designate property within the City of Billings as a nuisance, and (b) to abate such a nuisance when ordered to do so by the Municipal Court.

WHEREAS, Section 18-305 provides that the property owner will be sent an abatement expense report for the subject property and will be given notice that any assessment that is not paid shall become a lien upon the property and is enforceable in the same manner as the nonpayment of property taxes. The owners of the property described on Exhibit A have been sent an assessment notice for abatement expenses incurred pursuant to Section 18-301, et seq., but the property owner has not reimbursed the City for its expenses set forth in the report or any part thereof. Further, City policy dictates that the City Clerk shall prepare and present a Resolution containing a list of the properties to be assessed, the recorded owners, and the amount of the cost for abatement, not to exceed the statutory amount for a Municipal Court judgement as in MCA 3-11-103, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. LEVYING OF SPECIAL TAX. That for the purpose of collecting funds to defray the cost of abatement, there is hereby levied and assessed a special tax upon the owners and the lots or parcels described on the list attached hereto.

2. ASSESSMENT AND COLLECTION. Said tax shall be placed upon the assessment rolls and collected in the same manner as other taxes.

3. DISPOSITION OF COLLECTIONS. Pursuant to Section 18-305(6)k. BMCC, monies collected from taxes shall be paid into a special abatement fund established to account for costs, collections, and transactions necessary to the efficient operation of the Nuisance Abatement program. Assessment funds collected will be returned to the designated abatement account for future use on other involuntary property abatements or for transfer back to the city general fund.

4. NOTICE OF HEARING. On Monday, September 22, 2025, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the **22nd** day of **September, 2025.**

CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____

Denise R. Bohlman, CITY CLERK

Exhibit A

Owner Name	Address	Tax Code	Assessed Amount
Kim Murnion	216 S 30th Street	A01314	$789.10
Roelin Davis	3310 1st Ave. South	A18791	$879.38

Billings
CODE
ENFORCEMENT

316 N. 26th Street
Billings, MT 59101
P 406.237.6146

Case Summary
216 South 30th Street
Tax Code A01314

- Abatement order issued by Municipal Court on March 13, 2025
- Property posted with 7-day notice on July 2, 2025



- Abatement completed – July 9, 2025 (before and after photos)


Jul 9, 2025 7:49:43 AM


Jul 9, 2025 9:44:26 AM




Jul 9, 2025 11:21:29 AM

Billings
CODE
ENFORCEMENT

316 N. 26th Street
Billings, MT 59101
P 406.237.6146

Case Summary
3310 First Avenue South
Tax Code A18791

- Abatement orders issued by Municipal Court on April 9, 2025, and May 7, 2025
- Property posted with 7-day notice on June 3, 2025



- Abatement completed – June 19, 2025 (before and after photos)





City Council Regular

Date:	09/22/2025
Title:	Public Hearing and Resolution for False Alarm Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution authorizing staff to alter list if the assessments are paid prior to submitting to the County Treasurer.

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

Pursuant to the Billings, Montana City Code (BMCC), Section 14-602, provides that the City shall impose upon the owner or responsible person of an alarm system for the third and each subsequent false alarm at the same property in a calendar year.

Several properties are delinquent on either Police or Fire false alarm fees billed 30 or more days ago. The City Code allows unpaid false alarm fees to be placed on the assessment rolls. This will be the first year any unpaid fees are assessed. Alarm responses by the police or fire departments that were deemed to be a false request after the third false alarm at the same property were billed quarterly. The properties on the attached list had unpaid false alarm fees over 30 days delinquent and will be assessed on the tax rolls to recover the unpaid fees.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, in which case the property owners will not be assessed, and the Public Safety Fund will not be reimbursed for false alarm responses.

FISCAL EFFECTS

The assessments total $18,750.00 and the payments will reimburse the Public Safety Fund.

Attachments

Resolution False Alarm

RESOLUTION NO. 25_____

A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF RESPONDINGTO FALSE ALARM CALLS WITHIN THE CITY OF BILLINGS.

WHEREAS, Billings, Montana City Code, Section 14-602, provides that the City shall impose upon the owner or responsible person of an alarm system for the third and each subsequent false alarm at the same property in a calendar year and create a resolution containing a list of all parcels of land in the City, from which alarm responses by the police or fire departments was deemed to be a false request, and such list shall contain the number of such lots or description of such parcels of land, the name of the owner, if known, and the amount of a fine for responding when no emergency existed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. LEVYING OF SPECIAL ASSESSMENT. That for the purpose of collecting funds to defray the cost of false alarms for Police and Fire Departments, and to discourage them from re-occurring there is hereby given an assessment upon the owners and the lots or parcels described on the list attached hereto.

2. ASSESSMENT AND COLLECTION. Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.

3. DISPOSITION OF COLLECTIONS. All monies collected from the assessment shall be paid directly to the Public Safety Fund of the City of Billings.

4. NOTICE OF HEARING. On Monday, September 22nd, 2025, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 22nd day of September, 2025.

CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____
Denise R. Bohlman, CITY CLERK

Exhibit A

TAX CODE	NAME	FALSE ALARM ADDRESS	AMOUNT
D01899	BILLINGS HOTEL AND CONVENTION CNTR	1223 MULLOWNEY LN	$ 750.00
A28361A	CAFE RIO INC. #49	2816 KING AVE WEST	$ 2,750.00
C09822	CIRCLE K CONVENIENCE STORE	3226 ROSEBUD DR	$ 250.00
A28409A	COMFORT SUITES	4908 SOUTHGATE DR	$ 250.00
A12641	EMERALD #2 MCFINY'S STORE	1711 17th STREET WEST	$ 1,000.00
A21237	EMERALD #2 MCFINY'S STORE	3306 RIMROCK RD	$ 750.00
A27801	FAIRFIELD INN	2026 OVERLAND AVE	$ 1,750.00
A10058	GUADALAJARAS	1223 GRAND AVE	$ 750.00
D01299	HOLIDAY - 1280 GRAND AVE	1280 GRAND AVENUE	$ 250.00
A22949	MOTEL 6 NORTH	5353 MIDLAND RD	$ 7,000.00
A20590	SHEN PROPERTIES LLC	1911 KING AVE WEST #4	$ 250.00
A28408	SLEEP INN	4904 SOUTHGATE DR	$ 1,250.00
A30781	SPRINGHILL SUITES BY MARRIOTT	1818 KING AVE WEST	$ 250.00
A24756	SUPER 8 MOTEL	5400 SOUTHGATE DRIVE	$ 1,500.00
		Total	$ 18,750.00

City Council Regular

Date:	09/22/2025
Title:	Public Hearing and Resolution Re-levying and Reassessing SID 2925 (W.O. 22-07)
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	612925

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution that spreads final assessments for SID 2925.

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

The assessments for SID 2925 have been completed by the Finance Division and are ready to be re-spread on the tax rolls. SID 2925 was originally spread based on estimated costs and is now being re-spread based on the completed construction costs.

This project includes the reconstruction of and improvements to Mullowney Lane from the Midland Road/South Frontage Road intersections south to Elysian Road, including two-way left turn lanes, sidewalk on the west side, 10-foot wide multi-use trail on the east side, curb and gutter, storm drain, irrigation, streetlights, and a signalized intersection at the Elysian Road/Mullowney Lane intersection located mid-way between the South Frontage Road and Elysian Road.

Letters to property owners notifying them of this hearing and the proposed assessment amount have been sent.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, The property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The actual cost of the project was $535,634.44. This is 74,595.71 less than the original estimate that was spread to the district in 2023. The amount being assessed per property will be reduced and spread over the remaining 10 years of debt term, as stated in the resolution.

Attachments

Resolution Respread 2925

RESOLUTION 25 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2925, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 2925 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2925 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A28393 ROCKY MOUNTAIN OIL, LLC KELLY SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 1	$41,998.26	6.470	10
A30784 RUSH, BRUCE HOLIDAY BUSINESS PARK SUB, S17, T01 S, R26 E, BLOCK 1, Lot 1	$15,357.48	6.470	10
A35455 SLH INDUSTRIAL LLC ZEILER SUB (15), S18, T01 S, R26 E, BLOCK 1, Lot 1	$129,027.69	6.470	10

A35455A $4,478.98 6.470 10
SLH INDUSTRIAL LLC
ZEILER SUB (15), S18, T01 S, R26 E, BLOCK 1,Lot2A, AMD(24)

C09246 $34,662.92 6.470 10
RUSH, BRUCE
WEIL SUBD, S17, T01 S, R26 E, BLOCK 4, Lot 1

C13283A $12,583.40 6.470 10
MCCALL PROPERTIES LLC
MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 100, 26.392% COMMON AREA

C13283B $13,363.54 6.470 10
MCCALL PROPERTIES LLC
MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 200, 28.037% COMMON AREA

C13283C $21,721.75 6.470 10
BRITTANY'S DREAM LLC
MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 300, 45.571% COMMON AREA

C13294 $10,739.17 6.470 10
ORIGER LAND LLC
TITAN SUBD, S18, T01 S, R26 E, BLOCK 3, Lot 1, (02)

D01897 $16,806.61 6.470 10
APPLE FRITTER LLC
S17, T01 S, R26 E, C.O.S. 1191, PARCEL 1A, AMD TR 1

D01898 $33,728.13 6.470 10
O E D LLC
S17, T01 S, R26 E, C.O.S. 1191, PARCEL 1B1, AMEND TR 1B

D01899 $36,391.00 6.470 10
BHCC II INC
S17, T01 S, R26 E, C.O.S. 1191, PARCEL 2B1, AMND 11.942 AC (2000)

D01901 $92,057.72 6.470 10
KHAN ORGANIZATION, LLC
S17, T01 S, R26 E, C.O.S. 1191 AMD, PARCEL 3A & 4A, 2ND AMD 106722 SQ FT

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 22, 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 of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing

permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 22nd day of September, 2025.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/22/2025
Title:	Land Use Contrary to Zoning 8 â€“ Alkali Creek Elementary School 681 Alkali Creek Rd. - Allow an EMD Sign in a P2 zone
Presented by:	Tate Johnson, Planner 1
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-25-00148

RECOMMENDATION

Planning staff recommends the City of Billings City Council conduct a public hearing and receive public comment on the Alkali Creek Elementary School project, located at 681 Alkali Creek Rd, to install an electronic message display wall sign, contrary to the local zoning regulations. The City Council may also provide comment and suggestions to the applicant.

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

State law governing the application of local zoning regulations to public agencies, local or state, have been on the books since 1981. The purpose of this code section - MCA 76-2-401 and 402 - was to ensure the ability of public agencies to accomplish the mission and purpose of their agency while giving local communities the opportunity to comment when those projects were contrary to locally adopted zoning. Public agency is defined in the law as "a board, bureau, commission, department, an authority, or other entity of state or local government." The term captures many local or state entities, from the Department of Natural Resources Conservation (DNRC) to local school districts or even city departments. The law does not apply to federal agencies or departments. The law excludes public projects on land that is privately owned. For example, if the DNRC has partnered with a landowner to complete a project on private property, it is not exempt from local zoning and is not covered by MCA 76-2-402.

In 2021, the Legislature amended this section of state law. The previous convening body for Land Uses Contrary to Zoning was the appointed Board of Adjustment. In addition, the law had language that implied the Board of Adjustment could not provide its own advice, opinion, or summarize the public comments for the applicant's consideration. The changes adopted in 2021 place these types of projects in front of the local governing body (city or county) for public hearing and allows the governing body to provide input, opinion and advice to the project sponsors. The change in law however, does not give the City Council the ability to impose conditions of approval or deny the proposed project.

Alkali Creek Elementary School currently has a manually operated reader board wall sign on the west side of the building that faces Alkali Creek, but the letters and update method are outdated. The school plans to replace the existing sign with a new Electronic Message Display (EMD) wall sign measuring 6' 3" by 3' 5", as shown in the attached documentation.

In 2021, the City of Billings adopted a revised zoning code that included updates to the sign regulations. Under the previous sign code, EMD signs were permitted for specific "uses" rather than being tied to a zoning district. Schools, churches, and other institutional uses had a dedicated section allowing EMD signs regardless of location. The prior code also imposed size restrictions, limiting EMD wall signs to 10 square feet and freestanding EMD signs to 50% of the total sign area. Additionally, EMD signs were required to be incorporated into a permanent graphic sign. The 2021 adopted sign code amendments exclude EMD signs from certain zone districts that are generally within or in proximity to residential neighborhoods. This includes Neighborhood Office (NO), Neighborhood Mixed Use (NMU), Public 1 - Parks and Open Space, and Public 2 - Public, Civic and Institutions. Schools, churches, and small public property developments outside of downtown were placed in the Public 2 (P2) zone district. Schools and churches may have EMD signs that were permitted prior to the code change and these would be considered legal nonconforming signs.

STAKEHOLDERS

The Planning staff has not received any public comment as of the date of this report.

ALTERNATIVES

City Council may:

- Open the public hearing and take public comment and provide input and suggestions to the project sponsor,

Alkali Creek Elementary School.

The Council does not have the ability to approve or deny the land use contrary to zoning but may provide feedback and concerns to the project sponsor.

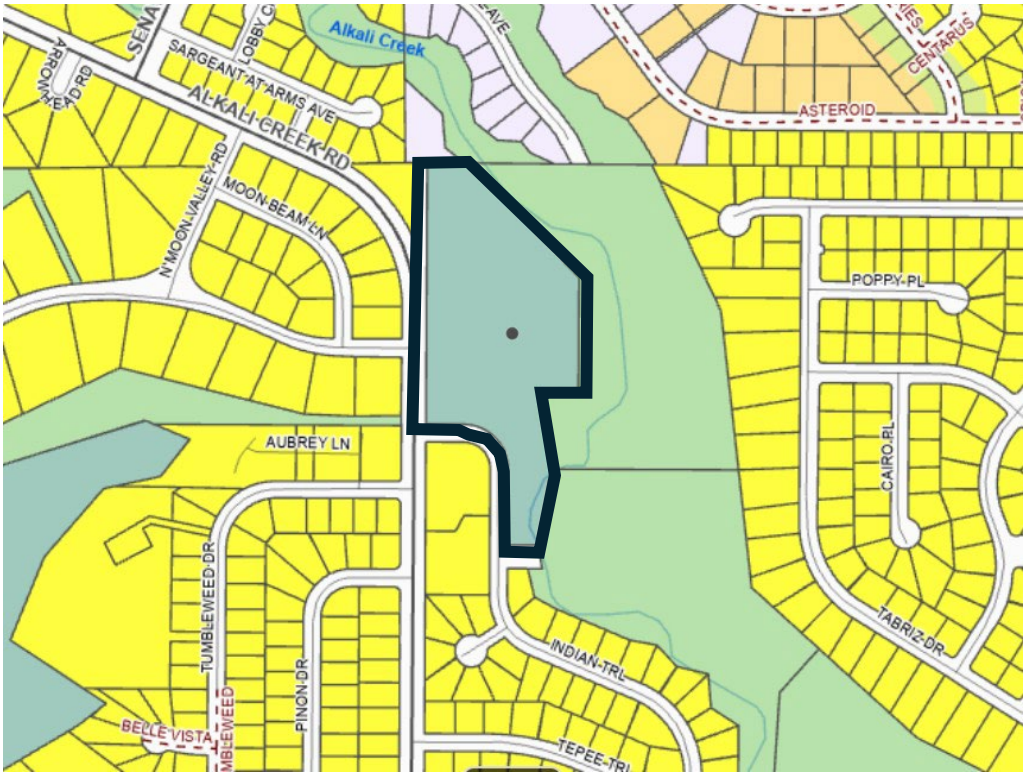
FISCAL EFFECTS

Holding the public hearing and the land use contrary to zoning will have no impact on the Planning Division budget.

Attachments

Zoning Map & Site Photos
Application & Applicant Letter
Site Plan

Land Use Contrary to Zoning 8
Zoning Map & Site Photos





Land Use Contrary to Zoning 8
Zoning Map & Site Photos



Subject Property and view to the west



View to the south

Land Use Contrary to Zoning 8
Zoning Map & Site Photos



View to the east



View to the north

CITY APPLICATION FORM

Land Use Contrary to Zoning

(Staff Use Only) City Variance #_____ - Project #_____

FEE: $563 + 40 cents per mailing label

The undersigned as owner(s) of the following described property hereby request a Public Hearing before the **City Council** on a **Land Use Contrary to Zoning** from the terms of the City of Billings Zoning Regulations.

TAX ID # 816001088 CITY WARD # 1

Legal Description of Property: SPRING VALLEY SUBD, S28, TO1 N, R26, BLOCK 9, LOT 1-6

Address or General Location (If unknown, contact City GIS):

681 ALKALI CREEK RD

Zoning Classification: P2

Size of Parcel (Area in square feet or acres): 9.995 ACRES

Covenants or Deed Restrictions on Property: Yes____ No X

If yes, please attach to application

Brief explanation of the Project and what parts of the project will be contrary to the zoning regulations (e.g. landscaping, signs, off street parking, building siting, allowed uses, etc.) :

Electric leader board on the side of the elementary school building facing Alkali Creek Rd

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Billings Public Schools / School District No 2
(Recorded Owner – Managing Agency)
415 N 30th St, Billings, MT 59101
(Address)
406-281-5066
(Phone Number) (email)

Agent(s): Lindsey Aldinger
(Name)
681 Alkali Creek Rd
(Address)
406-281-6200 aldingerl@billingsschools.org
(Phone Number) (email)

I attest that all the information presented herein is factual and correct.

Signature: Lindsey Aldinger Date: 8/12/25
(Recorded Owner/Agency Manager)

Complete this form and load as an attachment to your on-line Project submittal through Citizen Access portal

August 14, 2025

Dear Billings City Council and Mayor of Billings,

My name is Megan Lachmund. I am writing to you on behalf of Alkali Creek Elementary School PTA, in partnership with Alkali Creek School administration. Over the past two years, our PTA and Alkali Creek students have worked hard to raise money (approx. $20,000) for a new digital reader board to replace the existing manually-changeable letter sign. Like many elementary schools in Billings, the digital reader board will replace the nearly 30 year-old existing sign, which is extremely faded by the sun and poorly details school events and information. The current sign is also difficult for our custodial staff to access and creates safety concerns as they manually change the lettering each month. The new digital reader board will allow staff to display more information regarding school activities (digitally) for the parents to see as they drive or walk by the school. We will plan to run the sign from 7:00 am to no later than 9:00 pm daily, utilizing the mobile app that will be managed by school administration. The sign will face West toward Alkali Creek Road, where there is the most traffic (both walking and driving). Our PTA has been working with Sign Products, a well-known company based in Billings, MT, to ensure our sign is good quality and will be installed professionally.

We ask the City to approve the use of this new sign for the betterment of Alkali Creek School and its community.

We appreciate your time as you review our request. We look forward to making Alkali Creek Elementary School a positive presence in the community of Billings.

Sincerely,

Megan Lachmund, Secretary of the Alkali Creek Elementary School PTA



PHOTO RENDERING NO SCALE



REMOVE EXISTING MANUAL READER CABINET



SINGLE FACED BUILDING SIGN AND EMD SCALE ¾"= 1'-0"

(A) MANUFACTURE AND INSTALL ONE SINGLE FACED BUILDING SIGN, FABRICATED 5" DEEP TYPE IV EXTRUDED ALUMINUM CABINET. ENAMEL PAINT FINISH BLACK, WHITE POLYCARBONATE FACE WITH APPLIED 3M VINYL FILM GRAPHICS, 3630-137 EUROPEAN BLUE, 3630-25 SUNFLOWER YELLOW AND 3630-127 INTENSE BLUE VINYLS. ILLUMINATE FROM INTERIOR OF CABINET WITH SLOAN WHITE LEDS. MOUNT TO BUILDING ABOVE ENTRANCE IN PLACE OF MANUAL READER CABINET.

(A1) ADD S/F ELECTRONIC MESSAGE UNIT. WATCHFIRE SERIES FULL COLOR LED UNIT. 10MM WITH A 90 X 80 LAMP MATRIX. IGNITE OPX SOFTWARE, WIRELESS MODEM AND 4G CELLULAR LIFE OF UNIT COMMUNICATIONS, TEMP SENSOR, 100 STEP PHOTO CELL, AND WEB BASED TRAINING INCLUDED.

DESIGN Approval for Production
☐ As Designed
☐ With Changes

X _____
Client Signature

_____
Sales

DATE _____/_____/_____

This design is the property of Sign Products Inc. and all rights to its use or reproduction are reserved

DESIGNER TP
SHEET # 1 OF 1
DESIGN # 20195-24
SALES TONY D.
DATE 01-30-24
SCALE SHOWN

CLIENT ALKALI CREEK ELEMENTARY
BILLINGS, MT

SIGN PRODUCTS, INC.
1425 MONAD, BILLINGS, MT 59104
Phone:(406) 252-6348 Fax:(406) 252-6654
SIGN PRODUCTS MONTANA • WYOMING

City Council Regular

Date:	09/22/2025
Title:	City Special Review 1001 - 1108 & 1110 S 28th St - To allow Surface Parking as Primary Use
Presented by:	Tate Johnson, Planner 1
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

The Zoning Commission recommends conditional approval of Special Review 1001 and adoption of the findings of the review criteria.

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

This is a Special Review request to allow construction of a new surface parking lot for Energy Laboratories at 1108 and 1110 South 28th Street. The subject properties are located within the Corridor Mixed Use 2 (CMU-2) zoning district, where surface parking lots are permitted only with Special Review approval by City of Billings (City) City Council per the City Zoning Regulations. The site consists of adjacent parcels totaling 0.48 acres. One lot is currently a vacant grass field, and the other contains a residential structure in poor condition. The applicant proposes to demolish the existing house and redevelop both lots into a 40-stall surface parking lot to support Energy Laboratories' operations. The subject properties are surrounded by a range of land uses: Energy Laboratories to the east, commercial buildings to the west, vacant land to the south, and residential uses to the north.

Energy Laboratories has identified a shortage of parking for employees at its nearby facilities and has indicated that the proposed lot is necessary to meet both current and future demand. In particular, the additional spaces are required for a planned building addition one block away, as the expansion cannot proceed without the code-required parking. The applicant has stated that the new lot will reduce congestion from on-street parking, improve employee access, and support continued business growth. The current building and parking for Energy Laboratories requires 39 parking spaces and has provided 40 spaces. The proposed new building is approximately 14,300 sq ft and requires 36 parking spaces and this new parking lot would provide 39 spaces.

The proposed development will comply with applicable site development standards, including landscaping, fencing, lighting, and stormwater management. The landscape plan includes irrigated planting beds, street frontage trees, and perimeter buffer yards. A vinyl privacy fence will replace the deteriorated chain link fence along the north property boundary. Pole-mounted, shielded lighting will be installed to minimize glare and reduce impacts on adjacent residential uses. Snow storage areas are designated along the west and south lot boundaries. Access will be provided from a single driveway on South 28th Street.

The proposed parking lot is designed to complement surrounding commercial and industrial development while reducing potential impacts on nearby residential properties. The project supports the goals of the 2016 Growth Policy by encouraging infill development, facilitating business expansion, and enhancing neighborhood safety and livability through improved lighting, landscaping, and pedestrian amenities.

APPLICATION DATA

OWNERS: Energy Laboratories, Inc
AGENT: Stephanie Donovan, A&E Design
PURPOSE: Special Review request to allow surface parking as a primary use for Energy Labs on a vacant parcel and parcel with a vacant residential structure within a Corridor Mixed-Use 2 (CMU 2) zone. A pre-application neighborhood meeting was held on July 21, 2025, at the Billings Public Library. TAX ID: A01896, A01895
LEGAL DESCRIPTION: Lots 5-10 of Block 250 of Billings Second Addition located in S03, T01 S, R26 E
ADDRESS: 1108 & 1110 S 28th St, Billings, MT 59101
EXISTING LAND USE: Vacant home and vacant land
PROPOSED LAND USE: Surface Parking Lot
EXISTING ZONING: Corridor Mixed Use 2 (CMU2)
SIZE OF PARCEL: 0.48 acres

SURROUNDING ZONING & LAND USE

NORTH: CMU2 - Corridor Mixed Use 2
Land Use: Residential

SOUTH: CMU2 - Corridor Mixed Use 2
Land Use: Vacant
EAST: DX - Downtown Support
Land Use: Energy Laboratories
WEST: CMU2 - Corridor Mixed Use 2
Land Use: Residential

The zoning code has a variety of considerations and findings before a special review use can be considered acceptable at a particular location. The requirements are set forth in Section 27-1623.D as follows:

1. The special review use is consistent with the City's growth policy and applicable neighborhood plans, if any;
2. The establishment, maintenance, or operation of the special review use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
3. The site is adequate for the proposed use and has the topography to accommodate the use while meeting the other requirements of this zoning code, including zone district dimensions, landscaping requirements, and parking.
4. The special review use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
5. The special review use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
6. Conditions necessary to protect the public health, safety, and general welfare can be established, including but not limited to conditions on:

    (a) Regulation of the use;
    (b) Special setbacks, buffers, or screening;
    (c) Surfacing of parking areas;
    (d) Street, alley, or service road dedications, improvements, or bonds;
    (e) Regulation of points of vehicular ingress and egress;
    (f) Regulation of signs;
    (g) Regulation on the performance of the site, including noise, vibration, and odors;
    (h) Regulation of the hours of activities;
    (i) Timeframe for development
    (j) Duration of use; and
    (k) Update to existing structures or sites to bring the facility closer to compliance with the current building or site development standards including but not limited to signage, landscaping, parking lot landscaping, doors and windows on the street facades of buildings, or other site and building standards; and
    (l) Other relevant conditions that will ensure the orderly development of the site.

7. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided;
8. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in public streets;
9. The special review use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the city council.

STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting on July 21, 2025, at the Billings Public Library. Notice was sent to all property owners within 300 feet of the site. No neighboring residents attended the meeting. City Planning and Engineering staff also conducted a pre-application meeting with the applicant team on June 17, 2025, to review site layout, landscaping, and special review requirements. Planning staff prepared and mailed the public hearing notice to surrounding property owners, published a legal ad and posted the property with the Zoning Request sign.

City Zoning Commission Meeting

The Zoning Commission held its public hearing on September 3, 2025, and received the staff recommendation followed by testimony from the applicant's representative, Trevor Anderson. Mr. Anderson provided additional details regarding the proposed project, noting that the building addition would include new entrances designed to benefit from a potential mid-block pedestrian crossing. He also clarified that employee increases from the expansion would occur incrementally rather than all at once.

Commissioner Goss inquired whether a mid-block pedestrian crossing would be provided. Staff responded that this issue had been discussed with the City Public Works Department, which is currently evaluating the feasibility of installing such a crossing in the area.

Public comment was then opened. Ken Braun, a representative for Energy Laboratories, spoke in favor of the special review. He stated that the current laboratory is cramped and that the proposed addition is needed to accommodate employees. He further noted that parking has been an ongoing issue, with some employees using on-street parking and congesting surrounding streets. He added that Energy Laboratories currently relies on an agreement with a nearby church to provide additional parking, but that having dedicated on-site parking would be a significant improvement for employees.

The public comment period was then closed, and the Commission opened discussion. Commissioner McCall expressed appreciation for the inclusion of lighting and landscaping in the project. Commissioners Megorden and Mulvaney agreed with Commissioner McCall's comments. Commissioner Mulvaney then moved to recommend conditional approval and adoption of the findings for the review criteria. The motion was seconded by Commissioner Megorden and approved unanimously on a 5-0 vote.

ALTERNATIVES

The City Council may take one of the following actions:

- Conditionally approve and adopt the proposed findings for Special Review 1001 as submitted by the Zoning Commission;
- Deny and adopt different findings of the review criteria for Special Review 1001;
- Delay action of the application up to 30 days at the request of the applicant or on its own motion; or
- Refer the application back to the Zoning Commission for an additional public hearing based on 1) new information submitted that the applicant and public have not had an opportunity to examine; or 2) new information has been presented that was never submitted or considered by the Zoning Commission or staff; or
- Allow the applicant to withdraw the application.

The applicant has not requested a delay or withdrawal of the application.

FISCAL EFFECTS

Approval or denial of the Special Review request will have no effect on the Planning Division Budget.

SUMMARY

PROPOSED FINDINGS OF THE REVIEW CRITERIA (27-1623.D and E)
The Zoning Commission recommends approval of the requested special review based on the proposed findings of the criteria.

1. The special review use is consistent with the City's growth policy and applicable neighborhood plans, if any.
The 2016 City of Billings Growth Policy outlines growth guidelines with goals.

Essential Investments

- Infill development and development near existing city infrastructure may be the most cost-effective.

The proposed parking lot is consistent with the goals of the 2016 Growth Policy by supporting infill development on underutilized parcels within the city limits. Redevelopment of the site into a functional parking area adjacent to existing Energy Laboratories facilities represents a cost-effective investment that uses existing infrastructure and supports orderly growth.

Strong Neighborhoods

- Neighborhoods that are safe and attractive and provide essential services are much desired.
- Implementation of the Infill policy is important to encourage development of underutilized properties.

Redevelopment of the site into a functional parking area adjacent to existing Energy Laboratories facilities represents a cost-effective investment that uses existing infrastructure and supports orderly growth on an underutilized parcel. The project will enhance neighborhood safety and attractiveness through the installation of new landscaping, fencing, and shielded lighting. These improvements will create a safer and more comfortable environment for employees and nearby residents, consistent with the Growth Policy goal of fostering safe and attractive neighborhoods.

Prosperity

- Successful businesses that provide local jobs benefit the community.
- Community investments that attract and retain a strong, skilled and diverse workforce also attract businesses.
- Retaining and supporting existing businesses helps sustain a healthy economy.

The proposed parking lot will directly support the continued operations and planned expansion of Energy Laboratories, a successful local employer. By providing the code-required stalls necessary for a building addition, the project contributes to business growth, retention, and job support in the community. This aligns with Growth Policy objectives to promote prosperity, attract and retain a skilled workforce, and sustain a healthy local economy.

2. The establishment, maintenance, or operation of the special review use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
The proposed surface parking lot will not be detrimental to public health, safety, or general welfare. The lot is intended to reduce existing congestion caused by employee vehicles parked along adjacent streets and alleys, thereby improving traffic safety and accessibility in the surrounding neighborhood. The design incorporates lighting standards with fully shielded fixtures to prevent glare and reduce impacts on nearby residences. A new vinyl privacy fence and landscaped bufferyards will enhance screening and provide a visual buffer for adjacent properties, improving comfort for neighboring residents.

3. The site is adequate in size for the proposed use and has topography to accommodate the use while meeting the other requirements of this Zoning Code, including zone district dimensions, landscaping requirements, and parking.
The combined parcels at 1108 and 1110 South 28th Street are adequate in size and configuration to accommodate the proposed 40-stall parking lot. The site design meets the dimensional and build-to standards of the CMU-2 zoning district and provides sufficient area for required buffer yards, street frontage landscaping, and interior parking lot landscaping. The applicant's site plan shows compliance with tree and shrub planting requirements, snow storage, and lighting standards. The relatively flat topography of the property is well-suited for surface parking development and does not present grading or drainage challenges. The single point of access from South 28th Street allows safe ingress and egress without overburdening the local street system. Overall, the site is of appropriate size and condition to accommodate the proposed use while meeting all applicable zoning and development requirements.

4. The special review use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
The proposed parking lot is compatible with the surrounding mix of commercial, industrial, and limited residential uses and will not be injurious to neighboring properties. The design includes a new vinyl privacy fence, perimeter buffer yards, and irrigated landscaping that will screen and enhance the view from adjacent residential and commercial properties. Lighting will be shielded to prevent glare, and snow storage areas are located to minimize impacts on neighboring parcels.

By alleviating existing on-street parking congestion, the project is expected to improve accessibility and safety for nearby residents and businesses. The investment in site improvements including landscaping, fencing, and lighting will enhance the appearance and functionality of the area, which may in turn support neighborhood stability and property values. Given these improvements and mitigation measures, the proposed use will not diminish or impair the use, enjoyment, or value of surrounding properties.

5. The special review use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
The proposed parking lot is consistent with the character of the surrounding Corridor Mixed Use 2 district and will not hinder the future development of nearby properties. The proposed surface parking is in proximity to both the railroad and Western Sugar Factory. The site design accommodates landscaping, fencing, and screening that ensure compatibility with adjacent commercial and residential uses. Access to the lot is provided from South 28th Street, reducing potential conflicts with neighboring parcels.

The parking lot will serve the operational needs of Energy Laboratories without placing additional restrictions or limitations on surrounding parcels. Because the site improvements comply with zoning requirements and do not obstruct infrastructure or access, other property owners will be able to continue developing their land in accordance with permitted uses in the district. The project therefore will not impede the normal and orderly development or improvement of surrounding property.

6. Conditions necessary to protect the public health, safety, and general welfare can be established.

1. The special review is for the establishment of a 40-stall surface parking lot at 1108 and 1110 South 28th Street, legally described as Lots 5 through 10, Block 250, Billings Second Addition. No other use is intended or implied with this approval.

2. The site shall be developed in substantial conformance with the submitted site plan and supporting documents, including the proposed landscaping, fencing, and lighting plans.
3. The applicant shall apply for and obtain all necessary permits, including demolition, grading, and building permits, prior to commencement of site development.
4. Two bicycle racks shall be installed near the South 28th Street frontage in accordance with the City of Billings bicycle parking guidelines. The racks must provide two points of contact for each bicycle, be securely anchored in concrete, and be U-lock compatible.
5. No construction activity shall occur before 7:00 a.m. or after 8:00 p.m. daily.
6. The proposed development shall comply with all other limitations of Section 27-1613 of the Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.
7. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, leaseholders, heirs and assigns.

7. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
The subject property is served by existing City water, sanitary sewer, and stormwater infrastructure. The relatively flat topography of the site allows for straightforward grading and drainage improvements, and the proposed site plan demonstrates compliance with stormwater management requirements. Access to the parking lot will be provided from South 28th Street through a single driveway approach, which is designed to meet City Engineering standards for spacing and width.

All necessary utilities and facilities are available to accommodate the proposed use, and the project will not require extension or significant modification of public infrastructure. The proposed improvements will ensure the site functions efficiently while maintaining adequate access and utility service for surrounding properties.

8. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in public streets.
The site plan provides a single driveway access from South 28th Street, which will safely accommodate vehicle entry and exit without creating unnecessary conflict points. This design limits traffic impacts on the surrounding neighborhood while providing direct access to the internal circulation of the parking lot. Employee work shifts at Energy Laboratories are staggered, which will further reduce peak-hour demand and minimize the potential for congestion on nearby streets.

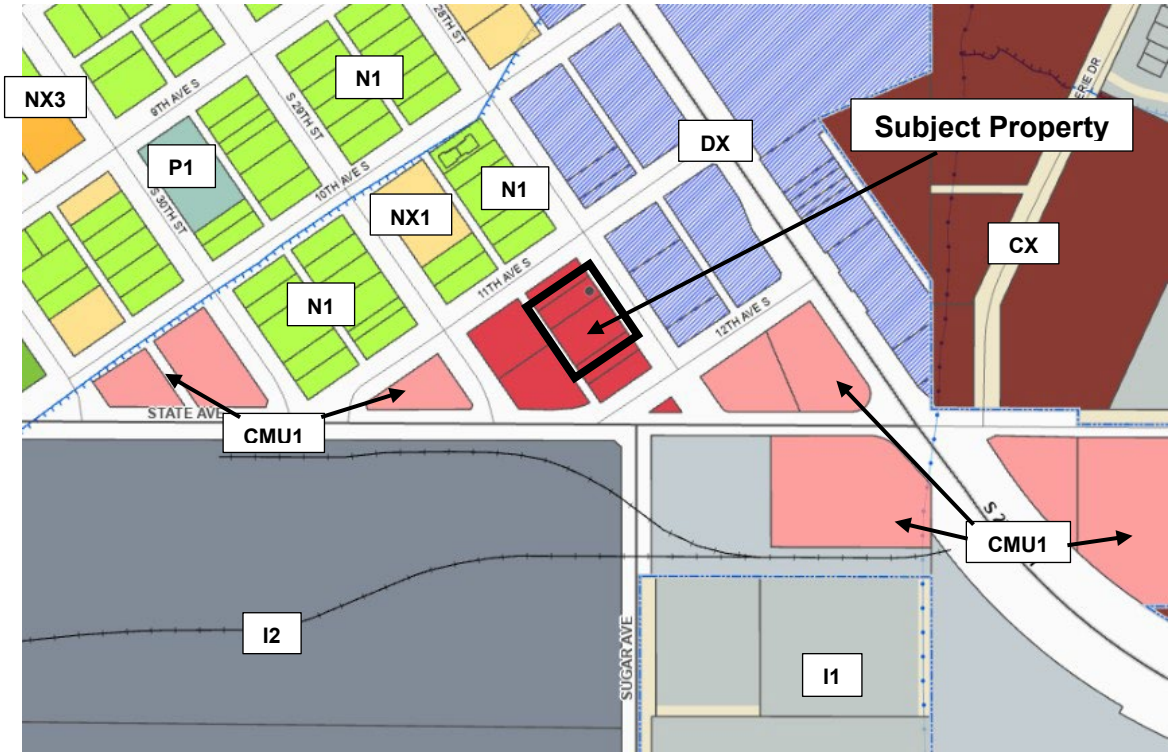
By relocating employee parking from the public right-of-way to an off-street lot, the project will reduce on-street congestion and improve overall traffic flow in the vicinity. The circulation design, in combination with compliance with City Engineering standards for driveway spacing and width, ensures that adequate measures are in place to minimize congestion and maintain safe traffic operations.

9. The special review use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the city council.
The proposed parking lot has been designed to meet the requirements of the CMU-2 zoning district and all applicable development standards, including landscaping, buffer yards, lighting, fencing, setbacks, and stormwater management. No variances or deviations from the zoning code have been requested. Any conditions imposed by the City Council as part of the special review approval will further ensure that the project conforms to the intent of the zoning code and is compatible with surrounding uses.

Attachments

Zoning Map & Site Photos
Chart of Zoning History
Site Plans
Pre-Application Neighborhood Meeting Information
Application and Letter

Zoning Map and Site Photos







Subject Property



Looking north on S 28th Street



Looking south on S 28th Street



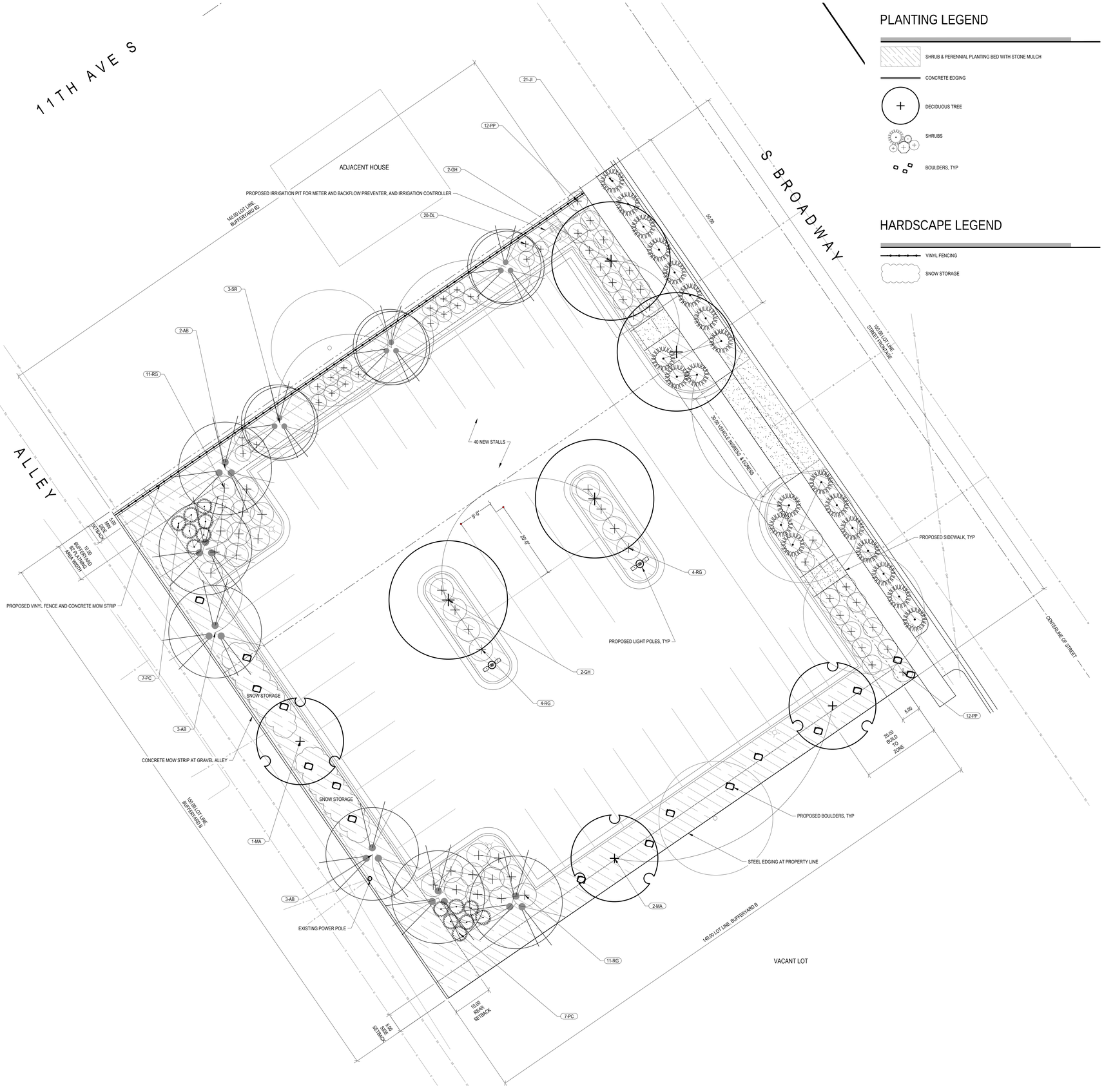
Looking east across S 28th Street



Looking west on S 28th Street

Zoning History for City SR 1001 – 1108/1110 S 28th St

SUBJECT PROPERTY	Special Review	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
None					
SURROUNDING PROPERTY	**Special Review**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
1404/1406 Avenue B	998	1/30/2024	New surface parking lot in NO zone	Y	
1025 N 27th St/2601 10th Ave N/1010 N 26th St	959	11/29/2017	New surface parking lot in R-70 zone	Y	
1100 Block of 16th St W	946	8/23/2016	New surface parking lot in R-70 zone	Y	
331 Calhoun Ln	949	10/25/2016	New surface parking lot in R-70 zone	Y	
3122 Lynn Ave	950	1/10/2017	New surface parking lot in R-96 zone	Y	
816 Avenue B	920	1/13/2015	New surface parking lot in R-60 zone	Y	



1 SITE PLAN
1" = 10'-0"

10 5 0 10 20

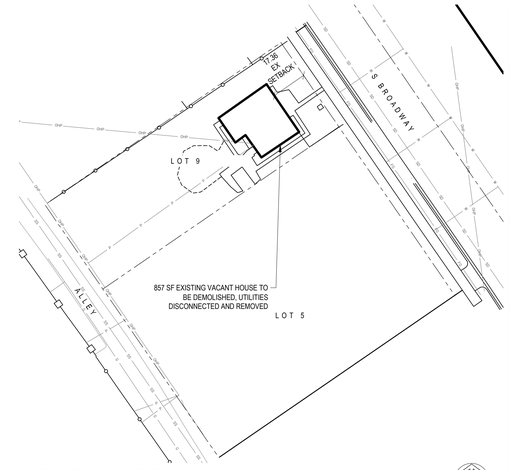
NORTH

PLANTING LEGEND

- SHRUB & PERENNIAL PLANTING BED WITH STONE MULCH
- CONCRETE EDGING
- DECIDUOUS TREE
- SHRUBS
- BOULDERS, TYP

HARDSCAPE LEGEND

- VINYL FENCING
- SNOW STORAGE



2 EXISTING CONDITIONS
1" = 30'-0"

30 15 0 30 60

NORTH

PLANTING SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	MATURE SIZE
DECIDUOUS TREES						
AB	6	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE APPLE SERVICEBERRY	1.5" CAL.	POT	20-25'H X 15-20'W
GH	4	GLEDITSIA TRIACANTHOS IN. 'HARVE'	NORTHERN ACCLAIM® HONEY LOCUST	1.5" CAL.	POT	35-45'H X 35'W
MA	3	MAACKIA AMURENSIS 'JFS-SCHICHTEL1'	MAACNIFICENT® MAACKIA	1.5" CAL.	POT	30'H X 22'W
SR	3	SYRINGA RETICULATA	JAPANESE TREE LILAC	1.5" CAL.	POT	20-25'H X 15-20'W
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	HEIGHT X WIDTH
SHRUBS						
DL	16	DASIPHORA FRUTICOSA 'YELLOW GEM'	YELLOW GEM BUSH CINQUEFOIL	2 GAL.	POT	1-2'H X 3-4'W
PP	24	PRUNUS BESSEYI 'P011S'	PAWNEE BUTTES® SAND CHERRY	1 GAL.	POT	1-1.5'H X 4-6'W
RG	30	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	1 GAL.	POT	1-2'H X 6-8'W
EVERGREEN SHRUBS						
JI	13	JUNIPERUS HORIZONTALIS 'MONBER'	ICEE BLUE® CREEPING JUNIPER	5 GAL.	POT	0.5'H X 6-8'W
PC	14	PINUS MUGO 'VALLEY CUSHION'	VALLEY CUSHION MUGO PINE	3 GAL.	POT	1'H X 4'W

LANDSCAPE CODE

ZONE DISTRICT: CMU-2

MUNICIPAL CODE REFERENCE	CALCULATION	PROVIDED
27-1203 B.1 (A) THE STREET FRONTAGE LANDSCAPE AREA SHALL BE AT LEAST TEN (10) FEET WIDE. THE WIDTH OF THE LANDSCAPE AREA MAY BE REDUCED TO SIX (6) FEET WITH THE PROVISION OF DRIP IRRIGATION PER SUBSECTION 27-1208.F.	NA	DRIP IRRIGATION PROVIDED IN BOULEVARD
27-1203 B.1.(B) THE REQUIRED TOTAL NUMBER OF STREET TREES SHALL BE CALCULATED AT ONE TREE PER FORTY (40) LINEAL FEET OF FRONTAGE. FRACTIONS SHALL BE ROUNDED UP TO THE NEXT WHOLE NUMBER.	S 28TH ST: 150 LF OF STREET FRONTAGE 150 LF / 40 LF = 3.75 = 4 TREES REQUIRED	2 EXISTING TREES TO REMAIN, AND 2 TREES PROPOSED
27-1203 D.2 THE GROUND PLANE OF THE STREET FRONT LANDSCAPE YARD SHALL BE PLANTED IN SEVENTY-FIVE (75) PERCENT ORGANIC MATERIALS THAT WILL REMAIN IN PLACE THROUGH TYPICAL LOCAL WEATHER AND MAY NOT INCLUDE TURF GRASS OR OTHER MATERIAL THAT REQUIRES REGULAR MOWING. THE REMAINING TWENTY-FIVE (25) PERCENT OF THE GROUND PLANE MAY BE COVERED IN INORGANIC MATERIALS.	1,010 SF OF PLANTING BED IN STREET FRONT LANDSCAPE YARD. 1,010 x 75% = 758 SF REQUIRED COVERAGE	19 JUNIPERS x 28.26 = 537.13 12 SANDCHERRIES x 19.63 = 235.56 537.13 + 235.56 = 772.69 773 SF PROVIDED = 76.53% COVERAGE
27-1204.4 BUFFERYARDS TYPE B: REQUIRES ONE TREE EVERY SEVENTY (70) FEET ALONG SHARED PROPERTY LINE, WITH DRIP IRRIGATION TO EACH TREE. TYPE B2: FILTERED SCREEN IS INTENDED TO CREATE A SEMI-OPAQUE VISUAL SEPARATION BETWEEN USES OR DISTRICTS. 1. PLANTING AREA WIDTH: 10FT 2. TOTAL POINTS REQUIRED PER LINEAR FOOT OF PROPERTY LINE: 0.5 POINTS PER LF 3. MIN TREE POINTS: 0.35 POINTS PER LF 4. MIN SHRUB PLANT POINTS 0.05 PER LINEAR LF 5. MAX & NON-ORGANIC MATERIALS: 25% 6. OPTIONAL OPAQUE SCREEN FENCE	SE BOUNDARY, TYPE B: 140 LF / 70 FT = 2 TREES REQUIRED SW BOUNDARY, TYPE B: 150 LF / 70 FT = 2.14 = 3 TREES REQUIRED NW BOUNDARY TYPE B2: 140FT x 0.5 = 70 TOTAL POINTS REQUIRED 140 x 0.35 = 49 TREE POINTS REQUIRED 140 x .05 = 7 SHRUB POINTS REQUIRED	SEE CHART FOR PROPOSED BUFFERYARD CALCULATIONS
27-1205 B. 1. (A) ALL PARKING STALLS SHALL BE WITHIN (132) LINEAL FEET OF A REQUIRED PARKING LOT LANDSCAPE AREA.	NA	ALL STALLS WITHIN 132 FT OF PARKING LOT LANDSCAPE
27-1205 D. 1. THE GROUND PLANE OF ALL OF THE REQUIRED PARKING LOT LANDSCAPED AREAS SHALL BE PLANTED IN A MINIMUM OF SEVENTY-FIVE (75) PERCENT ORGANIC LANDSCAPING MATERIAL	1,821 SF OF PLANTING BED IN PARKING LOT. 1,821 x 75% = 1,366 SF REQUIRED COVERAGE	30 SUMAC x 28.26 = 847.8 14 MUGOS x 12.57 = 175.98 4 JUNIPERS x 28.26 = 113.04 12 SANDCHERRIES x 19.63 = 235.56 1,372.38 SF PROVIDED = 75.36% COVERAGE
27-1205 D. 1.(B) ISLANDS SHALL BE PLANTED WITH ONE TREE IN ADDITION TO THE REQUIRED GROUND PLANE COVERAGE. TURF GRASS IS PROHIBITED IN OR ON PARKING LOT LANDSCAPE ISLANDS.	6 ISLANDS PROVIDED = 6 CANOPY TREES REQUIRED	6 CANOPY TREES PROVIDED. TREES WITH CONFLICTS ARE RELOCATED
27-1205 F. 1. A PORTION OF THE SITE EQUAL TO FIVE (5) PERCENT OF THE SURFACE AREAS TO BE PLOWED SHALL BE PROVIDED AS ONE OR MORE SNOW STORAGE AREAS	1,366 SF OF PARKING LOT 1,366 x 5% = 68.30 SF SNOW STORAGE REQUIRED	XX SF OF SNOW STORAGE PROVIDED AT PERIMETER OF PARKING
27-1206 B.2.(B)(3) GROUND-MOUNTED MECHANICAL EQUIPMENT. GROUND-MOUNTED MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW BY LANDSCAPING, A FENCE, OR A DECORATIVE WALL THAT IS INTEGRATED INTO THE ARCHITECTURE OF THE STRUCTURE. THE FENCE OR WALL SHALL BE OF A HEIGHT EQUAL TO, OR GREATER THAN THE HEIGHT OF THE MECHANICAL EQUIPMENT BEING SCREENED.	NA	IRRIGATION EQUIPMENT SCREENED
27-1802 H.4. VEHICULAR TRAFFIC: TRIANGLE MEASURED ALONG CENTERLINE OF THE DRIVEWAY OR ALLEY 14 FEET FROM BACK OF CURB BY 175 FEET (175 FT LOCAL) ALONG THE CURB LINE OR THE EXTENSION OF THE CURB LINE ON THE CROSS STREET. PEDESTRIAN TRAFFIC: TRIANGLE 10 FEET FROM BACK OF WALK INTO PROPERTY MEASURED ALONG THE EDGE OF THE DRIVE, AND 20 FEET ALONG THE BACK OF SIDEWALK MEASURED FROM THE EDGE OF THE DRIVEWAY.	NA	ALL SHRUBS AT S 28TH ST ARE 30 INCHES OR UNDER

BUFFERYARD TYPE B2 CALCULATIONS

27-1204.4 BUFFERYARDS

MUNICIPAL CODE REFERENCE	CALCULATION	SUBTOTALS
TREE POINTS	140 x 0.35 = 49 TREE POINTS REQUIRED 3 TREES x 17 POINTS PER NATURALIZED TREE	51 POINTS
SHRUB POINTS	140 LF BOUNDARY x .05 = 7 SHRUB POINTS REQUIRED 20 x 12.57 = 251.40 251.40 / 500 SF SHRUBS = .50 x 17 POINTS = 8.5476 POINTS	8 POINTS
OPAQUE FENCE	144 LF FENCE x 0.40 POINTS PER LF	57 POINTS
	TOTAL PROVIDED	116 POINTS
	TOTAL REQUIRED	70 POINTS

sheet SITE PLAN
project PARKING LOT
owner ENERGY LABORATORIES

project # 24167

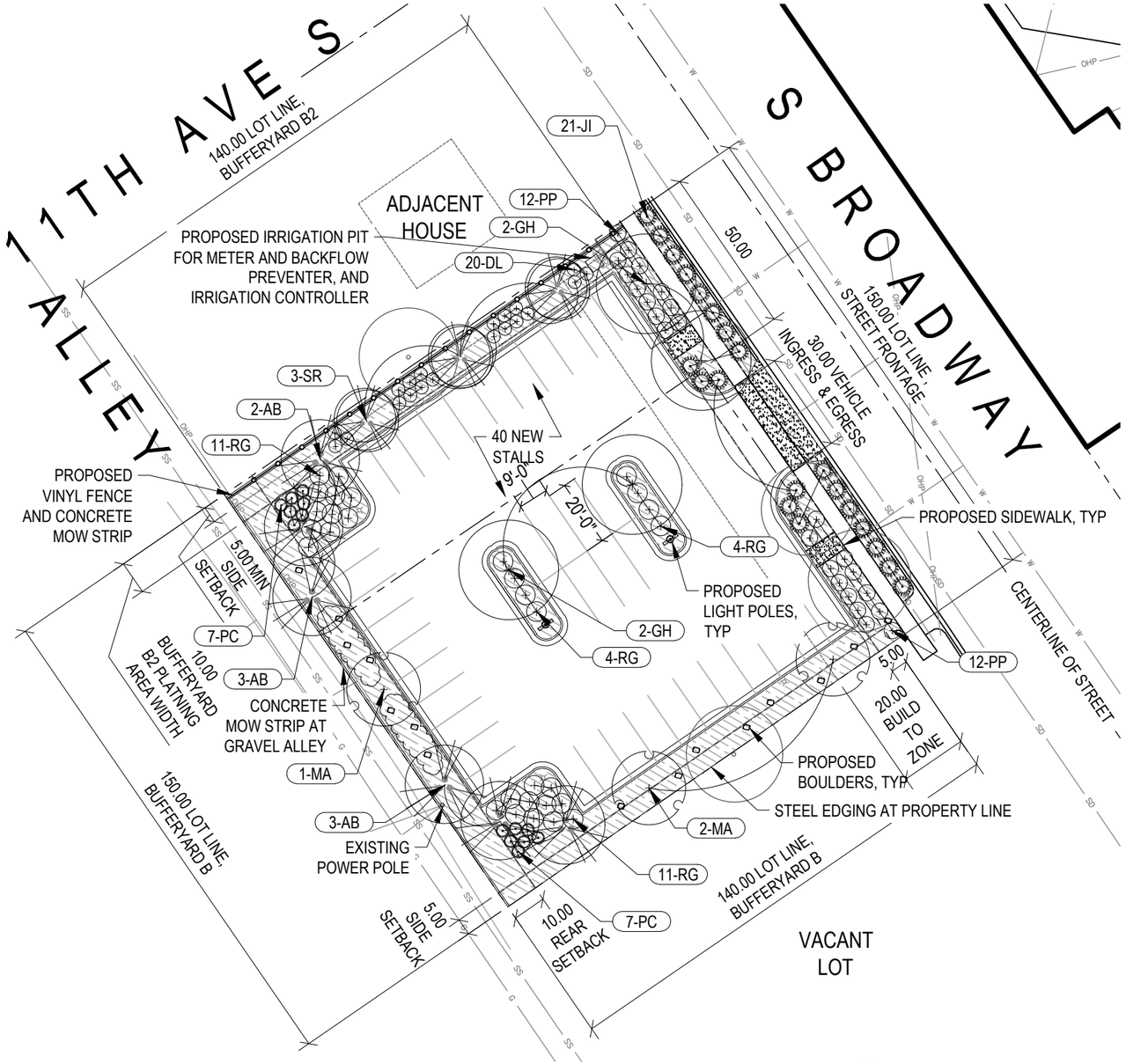
revision date

phase
100% CONSTRUCTION DOCUMENTS

issue date
2025-08-04

L1.1

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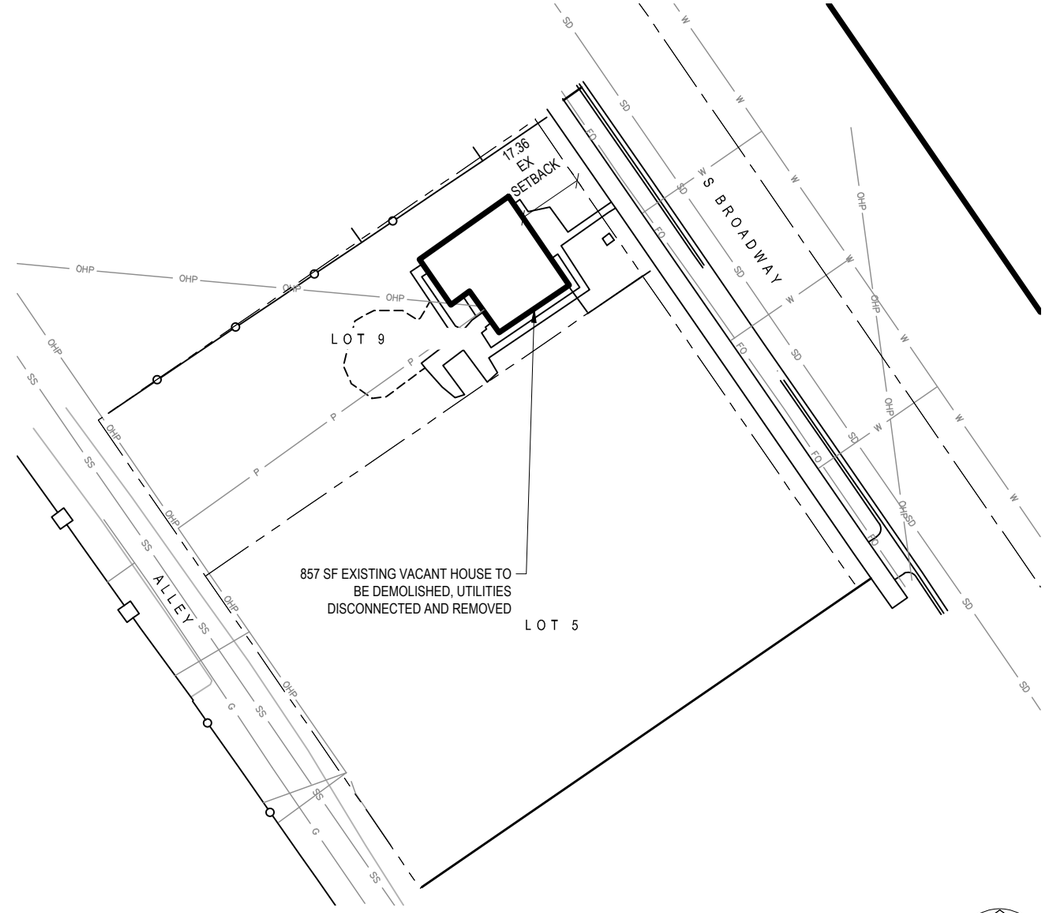


1 SITE PLAN

1" = 40'-0"

40 20 0 40 80

NORTH



2 EXISTING CONDITIONS

1" = 30'-0"

30 15 0 30 60

NORTH

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sheet SITE PLAN

project PARKING LOT

owner ENERGY LABORATORIES

project # 24167

revision date

issue date 08.01.2025

L1.1

PLANTING LEGEND

SHRUB & PERENNIAL PLANTING BED WITH STONE MUI

CONCRETE EDGING

DECIDUOUS TREE

SHRUBS

BOULDERS, TYP

HARDSCAPE LEGEND

VINYL FENCING

SNOW STORAGE

BUFFERYARD TYPE B2 CALCULATIONS

27-1204.4 BUFFERYARDS		
MUNICIPAL CODE REFERENCE	CALCULATION	SUBTOTALS
TREE POINTS	140 x 0.35 = 49 TREE POINTS REQUIRED 3 TREES x 17 POINTS PER NATURALIZED TREE	51 POINTS
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OPAQUE FENCE	144 LF FENCE x 0.40 POINTS PER LF	57 POINTS
	TOTAL PROVIDED	116 POINTS
	TOTAL REQUIRED	70 POINTS

LANDSCAPE CODE

ZONE DISTRICT: CMU-2		
MUNICIPAL CODE REFERENCE	CALCULATION	PROVIDED
27-1203 B.1.(A) THE STREET FRONTAGE LANDSCAPE AREA SHALL BE AT LEAST TEN (10) FEET WIDE. THE WIDTH OF THE LANDSCAPE AREA MAY BE REDUCED TO SIX (6) FEET WITH THE PROVISION OF DRIP IRRIGATION PER SUBSECTION 27-1208.F.	NA	DRIP IRRIGATION PROVIDED IN BOULEVARD
27-1203 B.1.(B) THE REQUIRED TOTAL NUMBER OF STREET TREES SHALL BE CALCULATED AT ONE TREE PER FORTY (40) LINEAL FEET OF FRONTAGE. FRACTIONS SHALL BE ROUNDED UP TO THE NEXT WHOLE NUMBER.	S 28TH ST: 150 LF OF STREET FRONTAGE 150 LF / 40 LF = 3.75 = 4 TREES REQUIRED	2 EXISTING TREES TO REMAIN, AND 2 TREES PROPOSED
27-1203 D.2 THE GROUND PLANE OF THE STREET FRONT LANDSCAPE YARD SHALL BE PLANTED IN SEVENTY-FIVE (75) PERCENT ORGANIC MATERIALS THAT WILL REMAIN IN PLACE THROUGH TYPICAL LOCAL WEATHER AND MAY NOT INCLUDE TURF GRASS OR OTHER MATERIAL THAT REQUIRES REGULAR MOWING. THE REMAINING TWENTY-FIVE (25) PERCENT OF THE GROUND PLANE MAY BE COVERED IN INORGANIC MATERIALS.	1,010 SF OF PLANTING BED IN STREET FRONT LANDSCAPE YARD. 1,010 x 75% = 758 SF REQUIRED COVERAGE	19 JUNIPERS x 28.26 = 537.13 12 SANDCHERRIES x 19.63 = 235.56 537.13 + 235.56 = 772.69 773 SF PROVIDED = 76.53% COVERAGE
27-1204.4 BUFFERYARDS TYPE B: REQUIRES ONE TREE EVERY SEVENTY (70) FEET ALONG SHARED PROPERTY LINE, WITH DRIP IRRIGATION TO EACH TREE. TYPE B2: FILTERED SCREEN IS INTENDED TO CREATE A SEMI-OPAQUE VISUAL SEPARATION BETWEEN USES OR DISTRICTS. 1. PLANTING AREA WIDTH: 10FT 2. TOTAL POINTS REQUIRED PER LINEAR FOOT OF PROPERTY LINE: 0.5 POINTS PER LF 3. MIN TREE POINTS: 0.35 POINTS PER LF 4. MIN SHRUB PLANT POINTS 0.05 PER LINEAR LF 5. MAX & NON-ORGANIC MATERIALS: 25% 6. OPTIONAL OPAQUE SCREEN FENCE	SE BOUNDARY, TYPE B: 140 LF / 70 FT = 2 TREES REQUIRED SW BOUNDARY, TYPE B: 150 LF / 70 FT = 2.14 = 3 TREES REQUIRED NW BOUNDARY TYPE B2: 140FT x 0.5 = 70 TOTAL POINTS REQUIRED 140 x 0.35 = 49 TREE POINTS REQUIRED 140 x .05 = 7 SHRUB POINTS REQUIRED	SEE CHART FOR PROPOSED BUFFERYARD CALCULATIONS
27-1205 B. 1. (A) ALL PARKING STALLS SHALL BE WITHIN (132) LINEAL FEET OF A REQUIRED PARKING LOT LANDSCAPE AREA.	NA	ALL STALLS WITHIN 132 FT OF PARKING LOT LANDSCAPE
27-1205 D. 1. THE GROUND PLANE OF ALL OF THE REQUIRED PARKING LOT LANDSCAPED AREAS SHALL BE PLANTED IN A MINIMUM OF SEVENTY-FIVE (75) PERCENT ORGANIC LANDSCAPING MATERIAL	1,821 SF OF PLANTING BED IN PARKING LOT. 1,821 x 75% = 1,366 SF REQUIRED COVERAGE	30 SUMAC x 28.26 = 847.8 14 MUGOS x 12.57 = 175.98 4 JUNIPERS x 28.26 = 113.04 12 SANDCHERRIES x 19.63 = 235.56 1,372.38 SF PROVIDED = 75.36% COVERAGE
27-1205 D. 1.(B) ISLANDS SHALL BE PLANTED WITH ONE TREE IN ADDITION TO THE REQUIRED GROUND PLANE COVERAGE. TURF GRASS IS PROHIBITED IN OR ON PARKING LOT LANDSCAPE ISLANDS.	6 ISLANDS PROVIDED = 6 CANOPY TREES REQUIRED	6 CANOPY TREES PROVIDED, TREES WITH CONFLICTS ARE RELOCATED
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27-1206 B.2.(B)(3) GROUND-MOUNTED MECHANICAL EQUIPMENT. GROUND-MOUNTED MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW BY LANDSCAPING, A FENCE, OR A DECORATIVE WALL THAT IS INTEGRATED INTO THE ARCHITECTURE OF THE STRUCTURE. THE FENCE OR WALL SHALL BE OF A HEIGHT EQUAL TO, OR GREATER THAN THE HEIGHT OF THE MECHANICAL EQUIPMENT BEING SCREENED.	NA	IRRIGATION EQUIPMENT SCREENED
27-1802 H.4. VEHICULAR TRAFFIC: TRIANGLE MEASURED ALONG CENTERLINE OF THE DRIVEWAY OR ALLEY 14 FEET FROM BACK OF CURB BY 175 FEET (175 FT LOCAL) ALONG THE CURB LINE OR THE EXTENSION OF THE CURB LINE ON THE CROSS STREET. PEDESTRIAN TRAFFIC: TRIANGLE 10 FEET FROM BACK OF WALK INTO PROPERTY MEASURED ALONG THE EDGE OF THE DRIVE, AND 20 FEET ALONG THE BACK OF SIDEWALK MEASURED FROM THE EDGE OF THE DRIVEWAY.	NA	ALL SHRUBS AT S 28TH ST ARE 30 INCHES OR UNDER

PLANTING SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	MATURE SIZE
DECIDUOUS TREES						
AB	6	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE APPLE SERVICEBERRY	1.5" CAL.	POT	20-25'H X 15-20'W
GH	4	GLEDITSIA TRIACANTHOS IN. 'HARVE'	NORTHERN ACCLAIM® HONEY LOCUST	1.5" CAL.	POT	35-45'H X 35'W
MA	3	MAACKIA AMURENSIS 'JFS-SCHICHTEL1'	MAACNIFICENT® MAACKIA	1.5" CAL.	POT	30'H X 22'W
SR	3	SYRINGA RETICULATA	JAPANESE TREE LILAC	1.5" CAL.	POT	20-25'H X 15-20'W
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	HEIGHT X WIDTH
SHRUBS						
DL	16	DASIPHORA FRUTICOSA 'YELLOW GEM'	YELLOW GEM BUSH CINQUEFOIL	2 GAL.	POT	1-2'H X 3-4'W
PP	24	PRUNUS BESSEYI 'P011S'	PAWNEE BUTTES® SAND CHERRY	1 GAL.	POT	1-1.5"H X 4-6'W
RG	30	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	1 GAL.	POT	1-2'H X 6-8'W
EVERGREEN SHRUBS						
JI	13	JUNIPERUS HORIZONTALIS 'MONBER'	ICEE BLUE® CREEPING JUNIPER	5 GAL.	POT	0.5'H X 6-8'W
PC	14	PINUS MUGO 'VALLEY CUSHION'	VALLEY CUSHION MUGO PINE	3 GAL.	POT	1'H X 4'W

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sheet NOTES AND CALCULATIONS

project PARKING LOT

owner ENERGY LABORATORIES

project # 24167

revision date

issue date 08.01.2025

L1.2

What can we help you create?

Meeting Minutes

A&E Design
124 N 29th ST, Suite 100
Billings, MT 59101

Project: Energy Labs Addition	**Project Number: 24167**
Meeting Location: Beartooth Conference Room	**Meeting Date/Time: 06-17-2025 4:00 – 5:00 p.m.**
Meeting Subject: Pre-Application - Parking Lot	
Attending: Karen Husman, Hunter Kelly, Kristi Langdon, Chris Hertz, Stephanie Donovan, Ric Heldt, Scott Osteen, Trevor Anderson	

Agenda: Review parking lot layout, special review process, and initial building addition questions.

Parcels:

- SD: Do we need to combine properties?
- KS: No need to merge the separate properties for the parking lot.

Engineering Questions:

- Engineering typically reviews the set of plans, storm report, look at existing sidewalk, photos, identify trippers, etc
- 25 ft between curb cuts is allowed.
- 30-40 ft wide curb cuts, 3 ft wings,

Building Addition:

- SO: Does the new addition need to be 2 stories?
- KS/HK: Let us get back to you on that.
- Will the addition have the same address?
- KS: Yes.

Required Landscaping:

- Street Frontage: 1 tree every 40 ft, landscaping should be 10 ft deep or 6ft if drip for whole boulevard
- SE prop and SW prop line, identical zoning, use B bufferyard, 1 tree per 70ft and has to be drip
- NW prop line requires B2 bufferyard – point requirement – mixture of trees trees and shrubs, visuals
- Landscape islands at end of parking – 4 ft shorter than parking stall, planting to be 132 ft in distance of stalls, 1 tree per island, 75% organic coverage
- Snow storage – 5% of parking area
- Fence is optional for the B2 Bufferyard and get count towards point total– Fence permit required, max 6 ft high

- Please also list counts for landscaping

Special review:

- Neighborhood meeting: notice to include what you're proposing, site plan. You should take meeting minutes, list who was present, and turn in with application.
- Karen provided list and map. Letters must be certified – verify names with mt dept of revenue. Upload online. Application does need to be signed by prop owner.
- Application to be submitted 1st working day of the month – check deadline
- Complete application, fee paid
- The following week, there will be a public hearing notice, orange sign on property
- City Zoning meeting would be first Tues of following month after the application
- City council 4th Monday month
- Expect a 2 month process after you submit the application
- Simultaneous permit and special review process

Parking Counts:

- 1 per 400 GFA for laboratories
- 1 per 350 GFA for office
- 1 per 1000 GFA for indoor storage/warehouse
- Could also be 1 per employee on largest shift

Item #1	Description	Lead	Due Date
Building Story Question	Planning to respond to A&E about whether addition can be one or two stories.	Karen / Hunter	TBD
Build-To-Zone	Does the build-to-zone start at sidewalk, or property line?		TBD

Sign In Sheet

Energy Labs Neighborhood Meeting, Billings Public Library July 21, 2025, 6-7pm

	Print Name	Address	Phone	Email
Energy Laboratory Staff (Owner)	1. Cindy Rohrer	1040 Lost View Dr	406 670 4665	crohrer@energylab.com
	2. Tracy A. Dangerfield	2917 Doreen Billings	4066980358	tdangerfield@energylab.com
	3. Ken Braun	4631 Morocco Billings	406-861-9754	kbraun-energylab.com
A&E Design Staff (Agent)	4. Stephanie Donovan	824 Parkhill Dr Billings	513-288-7553	sdonovan@ae.design
	5. Ric Heldt	2750 Torrey Pines Dr.	406-860-3590	rheldt@ae.design
	6.			
	7.			
	8.			
	9.			
	10.			
	11.			
	12.			
	13.			
	14.			
	15.			

Confirmation for Use of Billings Public Library Meeting Rooms

Billings PUBLIC LIBRARY

For use of:

- [x] Community Room
- [ ] Computer Classroom
- [ ] Large Conference Room
- [ ] Study Room #_____
- [ ] Teen Study #_____

Room costs:

Additional costs will apply for use outside Library service hours and/or for cleaning costs incurred by the Library

Nonprofit, educational & community groups:
Free

For-profit organizations
Community Room: $50/hour w/2-hour min.
Computer Classroom: $25/hour
Large Conference Room: $25/hour

PLEASE READ:

I have read and agree to comply by the Library Meeting Room Policy. I understand that it is my responsibility to set up and put away all tables and chairs, and to place all trash into the appropriate containers. I will not hang or affix any materials to Library meeting room walls, furniture or equipment without prior staff approval. I understand that no equipment is to be operated by minors. **I agree to notify Library staff when meetings are completed and provide final attendance numbers. If staff find the room has NOT been left in satisfactory condition, I agree to pay for actual damages and costs incurred, and understand my ability to use the meeting rooms in the future may be restricted.**

SIGNATURE Steph C.D DATE July 21, 2025

Contact Name (Please print) Stephanie Donovan

Phone Number 513-288-7553

Name of Organization (Please print) A3E Design

Address of Organization (Please print) 124 N. 29th St. STE 100
Billings, MT 59101

FOR STAFF USE ONLY:

Date of use: 7/21/25

Time: In 545 Out: 7:01pm

Final attendance: 5

Staff Initials CR

Pre-Usage inspection:

- ___ Carpet
- ___ Chairs
- ___ Equipment
- ___ Kitchen
- ___ Tables
- ___ Trash
- ___ Walls

Staff Initials _____

Post-Usage inspection:

- ___ Carpet
- ___ Chairs
- ___ Equipment
- ___ Kitchen
- ___ Tables
- ___ Trash
- ___ Walls

Security: ☐ Keys ☐ ID Other: _____

Comments:

Place completed form in PIC mailbox.

Rev. 6/2021

What can we help you create?

A&E Design
124 N 29th ST, Suite 100
Billings, MT 59101
406.248.2633
sdonovan@ae.design
July 11, 2025

Subject: Invitation to Neighborhood Meeting Regarding Proposed Parking Lot Development

Dear Neighbor,

We hope this letter finds you well. As part of our efforts to improve accessibility and infrastructure within our neighborhood for Energy Laboratories Incorporated, we are writing to inform you about a proposed development project involving the construction of a new parking lot located at 1108 and 1110 S 28th St.

Because your property is located within 300 feet of the proposed site, we are reaching out to invite you to a **Neighborhood Meeting** where we will share details about the project, including the proposed design and its anticipated benefits to the community. This meeting will provide an opportunity to ask questions, provide feedback, and discuss any concerns you may have.

> **Neighborhood Meeting Details:**
> **Date:** Monday, July 21, 2025
> **Time:** 6:00-7:00pm
> **Location:** Community Room, Billings Library, 510 N Broadway, Billings, MT 59101

Enclosed with this letter is a preliminary **site plan** showing the design of the proposed parking lot. During the meeting, we will walk through proposed site improvements including landscaping, fencing, and maintenance in more detail and discuss how we intend to minimize impacts on the surrounding neighborhood, including before, during, and after construction.

Your input is valuable to us, and we encourage your participation. If you are unable to attend the meeting but would still like to provide feedback, please feel free to contact us at 406.248.2633 or sdonovan@ae.design.

Thank you for your time and attention to this matter. We look forward to hearing from you.

Sincerely,

Stephanie Donovan
Landscape Architect
A&E Design

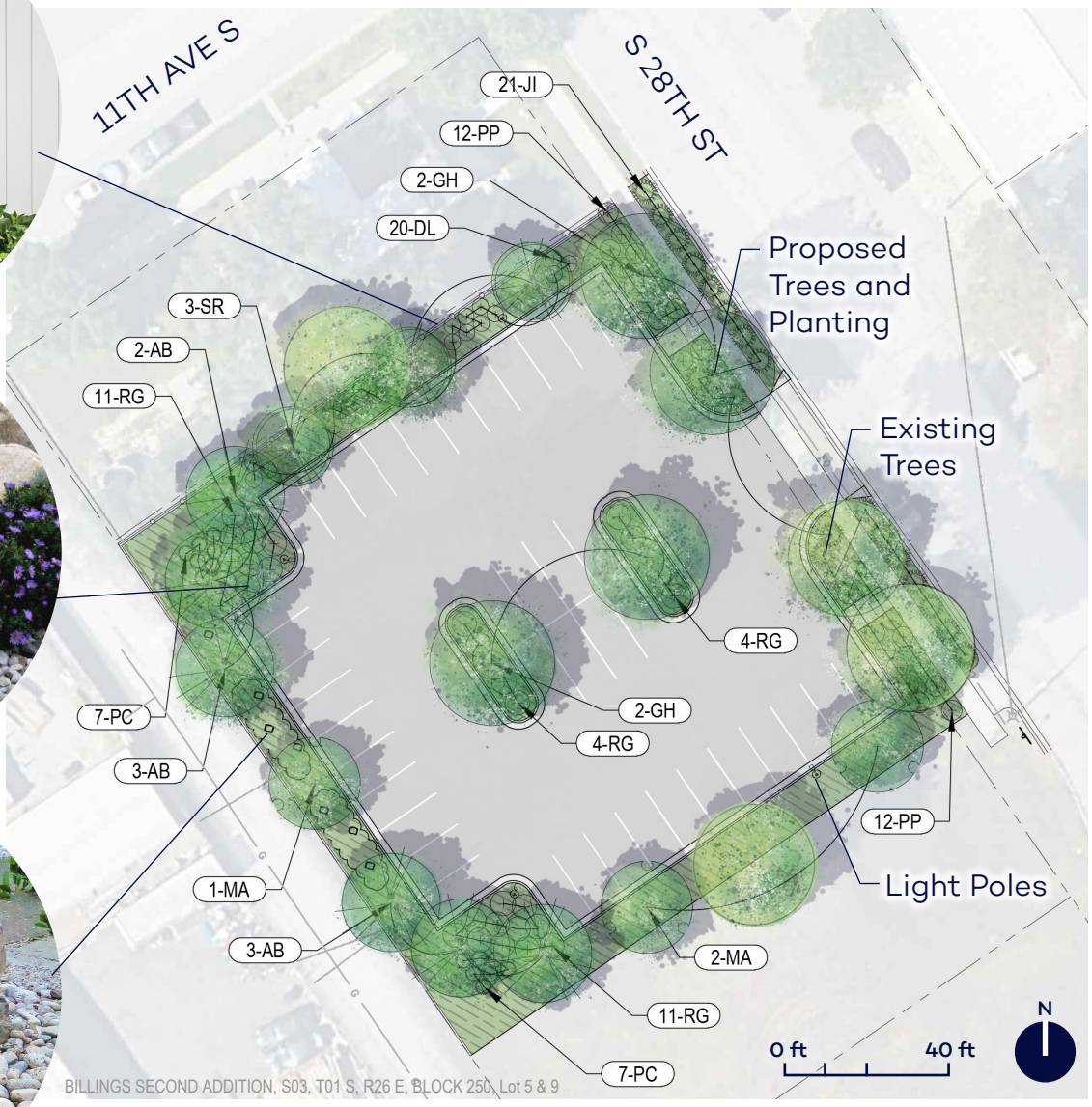
Enclosure: Proposed Parking Lot Design

PARKING LOT FOR ENERGY LABORATORIES





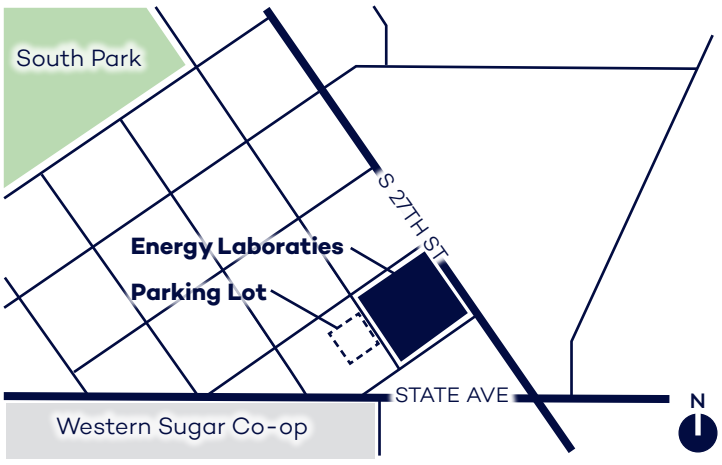




PLANT SCHEDULE

AB	AUTUMN BRILLIANCE APPLE SERVICEBERRY
GH	NORTHERN ACCLAIM HONEY LOCUST
MA	MAACNIFICENT MAACKIA
SR	JAPANESE TREE LILAC
DL	YELLOW GEM BUSH CINQUEFOIL
PP	PAWNEE BUTTES SAND CHERRY
RG	GRO-LOW FRAGRANT SUMAC
JI	ICEE BLUE CREEPING JUNIPER
PC	VALLEY CUSHION MUGO PINE

CONTEXT MAP



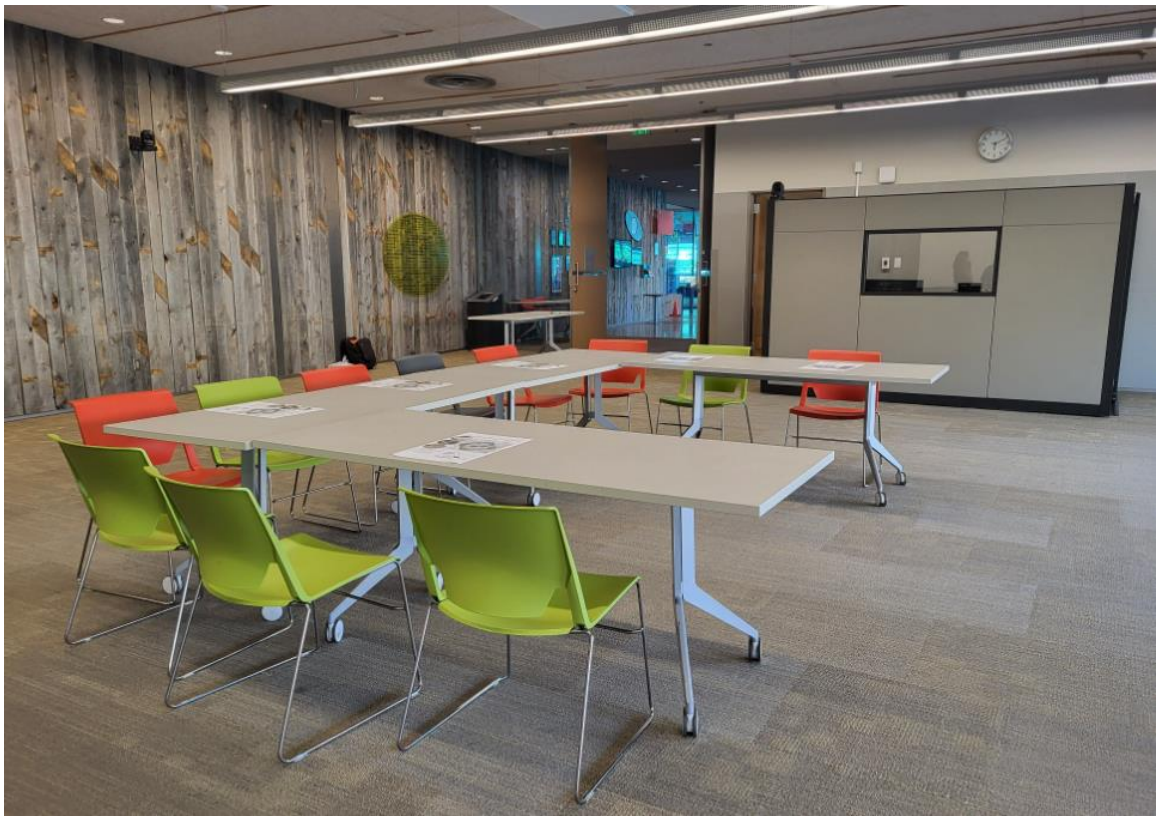
What can we help you create?

Meeting Minutes

A&E Design
124 N 29th ST, Suite 100
Billings, MT 59101

Project: Parking Lot for Energy Laboratories, Inc	**Project Number: 24167**
Meeting Location: Community Room, Billings Library	**Meeting Date/Time: 2025-07-21, 6pm**
Meeting Subject: Neighborhood Meeting for Special Review	
Attending: Ken Braun (ELI), Tracy Dangerfield (ELI), Cindy Rohrer (ELI), Ric Heldt (A&E), Stephanie Donovan (A&E)	

Energy Laboratories, Inc (ELI) staff members and A&E Design representatives arrived at approximately 5:45pm to set up the room (photo below). No neighbors attended. Put tables back and left the room due to non-attendance around 6:30pm. Checked out of the room with library staff at approximately 7pm.



City Special Review Pre-Application Statement of Owner(s) or Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed Special Review application packet, including any required fees, for a Special Review to be processed by the Planning Division.

1. Present Zoning: _____
2. Written description of the Special Review including existing conditions and proposed development:

   _____
3. √ Subject Property Map: please attach to this form
4. Legal Description of Property:

   _____
5. Neighborhood Task Force Area: (Yes) /// No . If Yes, Name of Task Force and mailing address of Chairperson: Southside - Lisa Vance, southsidetaskforce@gmail.com
6. √ Roster of persons who attended the pre-application neighborhood meeting: please attach to this form
7. √ A copy of the meeting notice. please attach to this form
8. √ A brief synopsis of the meeting results including any written minutes or audio recording. please attach to this form
9. The undersigned affirm the following:
   1) The pre-application neighborhood meeting was held on the ____, day of _____, 20__.
   2) The Special Review application is based on materials presented at the meeting.

Owner (s): _____Telephone:_____

Address: _____Email:_____

_____ _____

Agent (s): _____ Telephone:_____

Address: _____ Email: _____

_____ _____

CITY SPECIAL REVIEW APPLICATION FORM

CITY SPECIAL REVIEW City Special Review#_____- Project #_____

The undersigned as owner(s) of the following described property hereby request a Special Review as outlined in the City of Billings Zoning Regulations.

Present Zoning: _____

Special Review Requested:_____

_____

TAX ID#_____ CITY ELECTION WARD #_____

Legal Description of Property:_____

_____

Address or General Location (If unknown, contact City Engineering): _____

_____

Size of Parcel (Area & Dimensions): _____

_____

Present Land-Use:_____

_____

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s):_____
(Recorded Owner)

_____
(Address)

_____
(Phone Number) (email)

Agent(s): _____
(Name)

_____
(Address)

_____
(Phone Number) (Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Special Review. Also, I attest that all the information presented herein is factual and correct.

Signature: _____ Date: _____
(Recorded Owner – digital signature allowed)

What can we help you create?

A&E Design
124 N 29th ST, Suite 100
Billings, MT 59101
406.248.2633
sdonovan@ae.design
August 1, 2025

Daniel Brooks
Chairperson, City Zoning Commission
City Hall, 5th Floor
316 N. 26th St.
Billings, MT 59101

Subject: Special Review for Proposed Parking Lot Development

Dear Daniel Brooks,

I am writing on behalf of Energy Laboratories in support of an Special Review application for a proposed parking lot located at 1108 and 1110 S. 28th Street in Billings, Montana. The properties are currently zoned as Corridor Mixed-Use 2 (CMU-2). While a parking lot is an allowed use within this zoning district, it requires Special Review approval under the current zoning regulations.

Existing Conditions and Context
The subject property consists of two adjacent lots—one is a vacant grass field, and the other contains a residential structure in poor condition. Removing the house will bring the property into better alignment with the surrounding commercial zoning. The area surrounding the site includes several commercial and industrial uses: to the west are metal commercial buildings with large overhead doors and fencing; to the east are facilities owned by Energy Laboratories; to the north is a residence also zoned CMU-2; and to the south lies vacant land.

Need for the Parking Lot
The proposed parking lot is needed to support the continued operations and planned growth of Energy Laboratories. With multiple buildings nearby, the company is currently experiencing a shortage of parking for its employees. The new lot will alleviate on-street parking congestion and provide the code-required stalls necessary for a proposed building addition located one block away. Without these additional spaces, the future building expansion would not be able to meet zoning code requirements for parking.

Alignment with the Growth Policy
This project supports the goals outlined in the 2016 Growth Policy, particularly the encouragement of infill development within city limits. The proposed parking lot represents an investment that enhances neighborhood livability, safety, and economic vitality. New landscaping, lighting, and pedestrian activity will beautify the area, improve visibility, and foster a safer environment through increased foot traffic and visibility (consistent with CPTED principles). The project supports local business expansion and improves the overall experience for employees and nearby residents.

What can we help you create?

New Parking Lot Construction

The proposed lot is well-suited in both size and location to meet the functional needs of Energy Laboratories while adhering to all zoning and site development requirements. Based on feedback from the pre-application meeting with Planning and Engineering staff, the design will fully comply with landscape and engineering standards.

The lot will include 40 parking stalls and a single driveway access point. Landscaping features include irrigated planting beds with required shrubs, numerous trees for shade, boulders, stone mulch, and defined edging. A new vinyl privacy fence will replace the damaged chain-link fence and overgrown vegetation along the north property line, improving the neighbor's property. Pole-mounted lighting will be designed to prevent glare and avoid impacts on neighboring residential windows through appropriate shielding and placement. Snow storage is planned along the west and south boundaries to ensure year-round usability.

Compatibility and Impact Mitigation

The proposed use is compatible with nearby commercial and industrial operations and will not interfere with future development of adjacent properties. Given that employee work shifts are staggered, the parking lot is not expected to generate significant additional traffic or cause congestion. The design and layout have been planned to minimize any impact on neighboring land uses, and thoughtful attention has been given to landscaping, fencing, and lighting to ensure a high-quality, well-integrated project.

This Special Review application reflects a thoughtful and necessary improvement that will enhance the functionality and aesthetics of the surrounding area while supporting the continued success of a local business. The proposed parking lot is consistent with zoning regulations, aligns with adopted growth policies, and presents no adverse impacts to adjacent uses or future developments.
We respectfully request your consideration and approval of this application.

Sincerely,

Stephanie C. Donovan

Stephanie Donovan
Landscape Architect
A&E Design

Enclosure: Special Review Application

City Council Regular

Date:	09/22/2025
Title:	Annexation 25-04, Resolution to Annex Homestead Acres Subdivision
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-25-00140

RECOMMENDATION

Staff recommends the City Council hold a public hearing on the annexation and zone change. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

Note: Although a joint hearing is held on the annexation and zone change, the Council is required to take two separate actions.

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

Sanbel, on behalf of The Kramer Family, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located north of Grand Avenue, south of Colton Boulevard, and west of 54th Street West. The land being annexed is described as being Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms located in the SE1/4 of S31, T1N, R25E according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 4086208. The property is zoned A - Agriculture. This is not a zoning district recognized by the City, and is a Yellowstone County zoning designation. This annexation has a joint hearing with the Planned Neighborhood Development Zone Change (City Zone Change 1070).

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area must be located within Zone 1 or Zone 3 of the Limits of Annexation map.
    - As evidenced within the attached, "Limits of Annexation" exhibit.
2. The City must be able to provide adequate city services at a cost acceptable to the City within a time period mutually agreed to by the property owners requesting annexation and the City;
    - The City will provide services to the property within a mutually agreed upon time period as described within the Subdivision Improvement Agreement (SIA) for future Homestead Acres Subdivision. The Homestead Acres Subdivision is scheduled for the October 13, 2025 City Council Regular Meeting.
3. Existing or proposed public improvements within the area to be annexed must meet City standards;
    - Proposed public improvements are required to meet City standards as outlined within the City Subdivision Regulations and reflected within the Subdivision Improvement Agreement for Homestead Acres Subdivision.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts;
    - The waiver of right to protest is included as part of the SIA for the subsequent subdivision.
5. All residential property owners within the area to be annexed must create or join an existing park maintenance district;
    - The future subdivision(s) will be part of a park maintenance district.
6. Residential densities planned for development within the area to be annexed must meet an overall average minimum density of primary dwelling units per acre as per the current City of Billings Growth Policy or similar planning documents.
    - The mixture of commercial and mixed-residential zones described in the Planned Neighborhood Development will created densities well over 9 units per acre.
7. The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy.
    - The proposed annexation is consistent with the following guidelines of the 2016 Growth Policy:
        1. Strong Neighborhoods;
            1. Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools, and public gathering spaces foster health, goodwill and social interaction.
            2. Neighborhoods that are safe and attractive and provide essential services are much desired.

Implementation of the Infill Policy is important to encourage the development of underutilized properties.

2. Prosperity and Essential Investments;
    1. Infill development and development near existing City infrastructure may be the most cost-effective.
    2. A diversity of available jobs can ensure a strong Billings' economy.
    3. Retaining and supporting existing businesses helps sustain a healthy economy

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below.

- **Water and Sanitary Sewer**: Public water and sanitary sewer service is available to the property proposed for annexation. The Developer will be responsible for connection to the sanitary sewer main and a water main in Grand Avenue and extended within Daybreak Drive (future road internal to Homestead Acres Subdivision).
- **Storm water:** Any development will be compliant with the adopted Stormwater Management Manual.
- **Transportation**: The Developer Tract will be accessed from Grand Avenue. The Public Right-of-way along Grand Avenue is already dedicated to the City of Billings.
- **Fire Stations**: The Billings Fire Department currently serves the subject property through the Billings Urban Fire Service Area agreement. The Billings Fire Department will continue to serve the property upon annexation. As this and additional annexations are built out, additional fire department resources will be needed to meet and maintain our high level of service due to the increased call volume and burden on our department these annexations create. The nearest fire station is Fire Station 7 which is located approximately 0.37 miles away.
- **Parks:** No Parkland or Trails will be required as part of this annexation.
- **School facilities:** The school district did not respond to comments.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however the Fire Department in its comments above did note its concerns as additional property is annexed into the City.

- **Transit**: The annexed area is not directly serviced by a MET Route. The nearest fixed route stop (Grand Avenue & Shiloh Road) is approximately 2 miles from away the proposed annexation location via roadway. MET does not anticipate that fixed-route would operate in the area until more significant commercial and/or residential growth necessitated transit service in the area.
- **Police:** This proposed development is adjacent to established city limits and will not require an adjustment in schedules or staffing at this time. There is sufficient ingress/egress to the area. Despite recent passage of a safety levy, continued annexation and development will affect our ability to deliver service without commensurate resources.
- **Public Utilities**:
    - The Public Works- Distribution and Collection Division had no concerns with the annexation request.
    - Public Works -Street and Traffic Division stated that it has no concerns with serving the property.
    - Public Works-Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- **Ambulance Service:** The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. Depending on factors at any given time such as traffic and congestion, this property may be within the area of acceptable response time.
- **Legal and Finance:** General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- **Other Departments:** City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because it is consistent with the Limits of Annexation map and the criteria of the annexation policy has been met. Further, coordination with other departments does not raise concerns that cannot be mitigated.

These decisions have a cumulative affect, therefore, City Council is being provided with a recommendation of approval.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation

petition and public hearing. Notice of the public hearing was posted on the property and was advertised in the Yellowstone County News.

ALTERNATIVES

The City Council may

- Approve,
- Conditionally approve or
- Deny the petition for annexation.

Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the zone change and ward boundary ordinance. On August 1, 2025, the annexation petition was submitted to the Planning Division by the owner's agent. On September 22, 2025, the City Council is scheduled to take action on the petition.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Annexation Resolution
Limits of Annexation

RESOLUTION NO. 25 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms located in S31, T1N, R25E according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 4086208.

(# 25-04) See Exhibit "A" Attached

2. CONDITION(S). The annexation is approved, subject to the following condition:

- Within 45 working days and prior to site development, a mutually acceptable Annexation Agreement shall be executed between the owner(s) and the City that shall stipulate, among other things, specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the creation of special improvement districts which will be recorded with the Yellowstone County Clerk and Recorder.

If the above condition is not satisfied as set forth herein, the annexation will not be effective and any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

3. EFFECTIVE DATE. This resolution to annex the above-described territory shall be effective immediately upon satisfaction of all conditions. If the above condition(s) are not satisfied, this resolution shall be null and void and shall have no effect.

4. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 22nd day of September, 2025.

CITY OF BILLINGS:

BY: _____

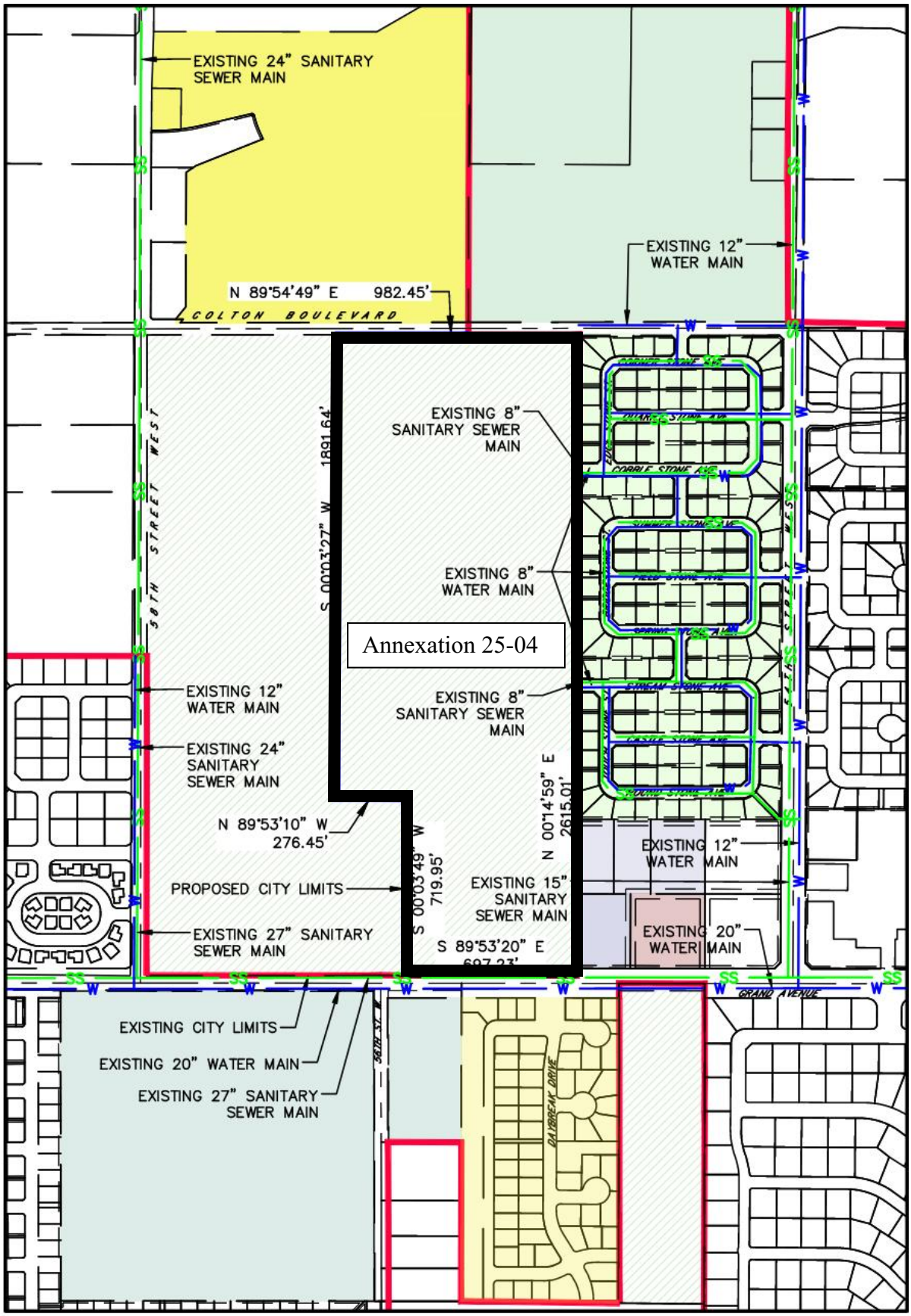
William A. Cole, Mayor

ATTEST:

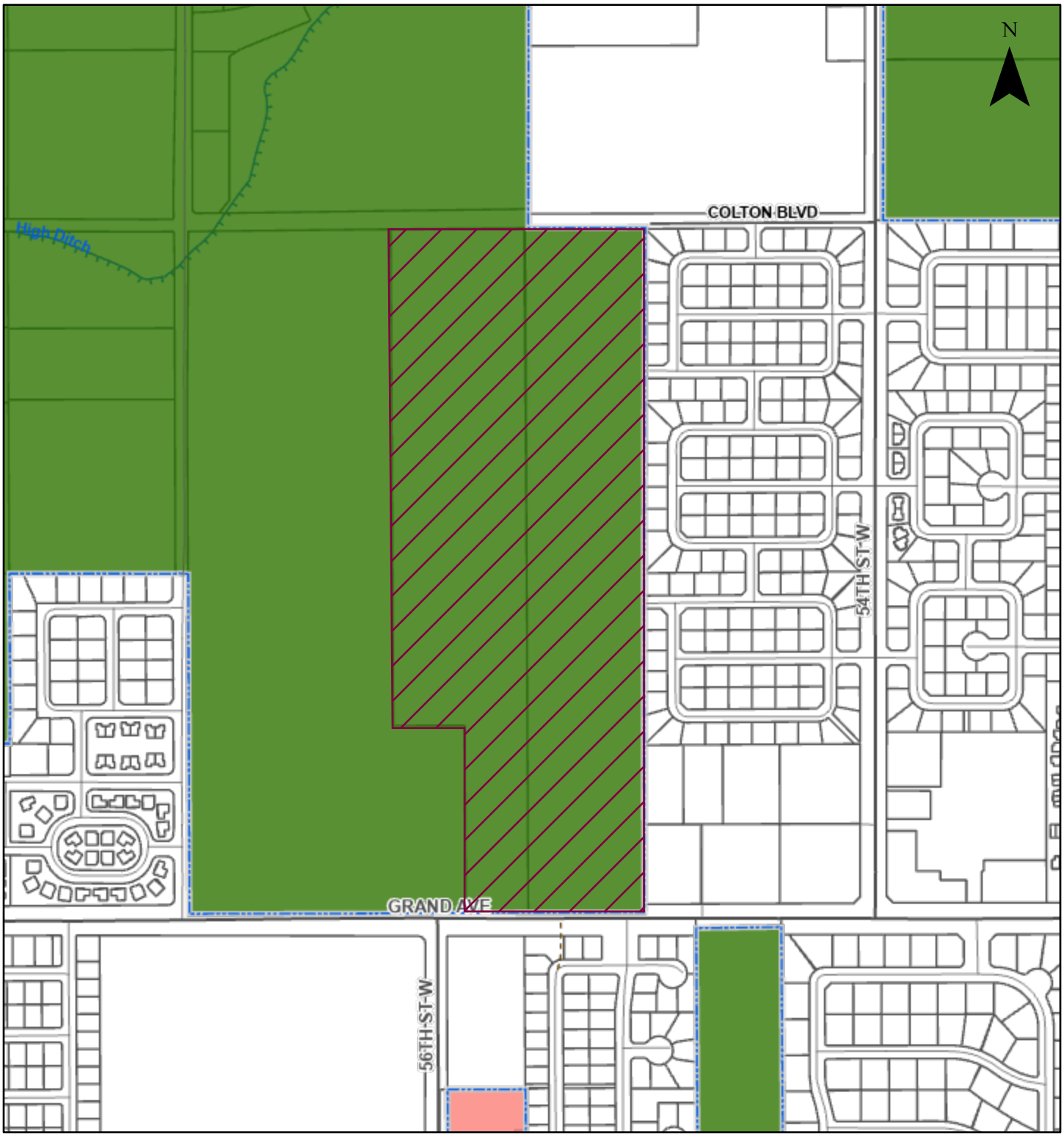
BY: _____

Denise R. Bohlman, City Clerk
(# 25-04)

EXHIBIT 'A'


EXISTING 24" SANITARY SEWER MAIN
EXISTING 12" WATER MAIN
N 89°54'49" E 982.45'
COLTON BOULEVARD
S 00°03'27" W 1891.64'
EXISTING 8" SANITARY SEWER MAIN
EXISTING 8" WATER MAIN
Annexation 25-04
EXISTING 8" SANITARY SEWER MAIN
EXISTING 12" WATER MAIN
EXISTING 24" SANITARY SEWER MAIN
N 89°53'10" W 276.45'
N 00°14'59" E 2615.01'
PROPOSED CITY LIMITS
S 00°03'49" W 719.95'
EXISTING 15" SANITARY SEWER MAIN
EXISTING 12" WATER MAIN
EXISTING 27" SANITARY SEWER MAIN
S 89°53'20" E 697.23'
EXISTING 20" WATER MAIN
GRAND AVENUE
EXISTING CITY LIMITS
EXISTING 20" WATER MAIN
EXISTING 27" SANITARY SEWER MAIN
30TH ST.
DAYBREAK DRIVE
30TH STREET WEST

Limits of Annexation



Legend

Limits of Annexation

AlternateName
- Zone 1 Petition Area
- Zone 2 Long Range Area
- Zone 3 County Developed Area

Streams, Ditches, Canals
- Canal or Ditch
- Concrete Box Culvert
- Creek or Slough
- Drain
- Pipe
- Other

- Water Body
- Castlerock Reservoir
- Tax Parcels
- Billings City Limits
- Airport Hard Surface

Road Centerline
- INTERSTATE
- INTERSTATE RAMP
- US ROUTE or STATE HIGHWAY
- ARTERIAL
- COLLECTOR
- STREET
- PROPOSED ROAD
- UNDEVELOPED ROAD
- PLACEHOLDER

0 500 1,000 ft

CITY OF Billings

Date: 8/26/2025

City Council Regular

Date:	09/22/2025
Title:	Zone Change 1070 - Proposed Homestead Acres MU PND
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-25-00139

RECOMMENDATION

The Zoning Commission is recommending approval and adoption of the findings of the 10 review criteria for Zone Change 1070.

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

This is a zone change request for property legally described as Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit farms according to the official plat on file in the Montana, under Document No. 4086208, from Agricultural (A) to Planned Neighborhood Development -Mixed Use (PND-MU) with First Neighborhood Residential (N1), Mixed Residential 1 (NX space (P1). The proposed zoning would facilitate residential and commercial development. In order for these parcels to be developed, they will be annexed into the City of Billings (Annexation sewer, among other utilities. When properties are annexed into the City of Billings (City), they must also go through a concurrent process to have the property re-zoned to a City Zoning District

APPLICATION DATA

APPLICANT:	Brian Harvey
OWNERS:	Larry Kramer, Jack Kramer, Kenneth Kramer, Gerald Kramer, and Carolyn Gerondale
LEGAL DESCRIPTION:	Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms located in S31, T1N, R25E according to the official plat on file in the office of the under Document No. 4086208
ADDRESS:	N/A
CURRENT ZONING:	A - Agriculture
PROPOSED ZONING:	PND -- Planned Neighborhood Development
EXISTING LAND USE:	Vacant
PROPOSED LAND USE:	Residential and Commercial
SIZE OF PARCEL(S):	54.1 Acres

SURROUNDING LAND USE & ZONING:

NORTH Zoning:	N4-Large Lot Suburban Neighborhood & P1 -- Parks and Open Space
NORTH Land Use:	Vacant, Residential
SOUTH Zoning:	N3 - Suburban Neighborhood Residential & P2-Public, Civic and Institutions
SOUTH Land Use:	Ben Steele School, Residential
EAST Zoning:	N2 -- Mid Century Residential, Planned Unit Development - Hawk Creek, & CMU 1, CMU 2 -- Corridor Mixed Use1 &2
EAST Land Use:	Residential, Diamond X, Back 9, Bank
WEST Zoning:	A- Agriculture
WEST Land Use:	Vacant/Agriculture

Planning staff recommended approval and adoption of the findings for the 10 review criteria for Zone Change 1070 to the Zoning Commission as detailed in the summary section of this report. T compatible with nearby existing facilities and would not be overly intrusive to nearby developments.

STAKEHOLDERS

Planning staff notified the surrounding owners, published a legal ad, and posted the property as required by the zoning regulations. A pre-application neighborhood meeting was conducted by th Church, 5554 Grand Ave, and 19 persons signed the attendance sheet. The pre-application meeting notes and sign-in sheet are attached.

ZONING COMMISSION PUBLIC HEARING SEPTEMBER 2, 2025

Planner Hunter Kelly began his presentation, explaining the intricacies of the Planned Neighborhood Development (PND) and the constituent zoning types. At the conclusion of the presentation Zoning Commission. Commissioner Goss opened by asking about the possibility of future connections to the subject property via Hawk Creek Road. Hunter Kelly and Anna Vickers were able t from Hawk Creek Road that extend to the subject property, but the applicant may have additional information. The Zoning Commission invited John Halverson of Sanbel, the applicant's agent, t gave his own presentation on the zone change, highlighting the "look and feel" of possible development in the respective zones within the PND. John was also able to speak regarding a possibl agent have been working with the adjacent property owner to extend the right of way to the subject parcel. Commissioner McCall asked John about the future subdivision layout, with John resp should resemble the preliminary road layout as described in the zone change exhibit. Commissioner Goss asked about the number of possible units on the development, with John responding t estimate. The Commission had no further comments or questions from staff or the applicant.

President Dan Brooks opened the public hearing. Philip Hopkins spoke for three minutes regarding the traffic concerns and the danger presented to pedestrians in the vicinity. Wanda Ludvwig r Ludvwig also commented on the traffic concerns and worried about the height and aesthetic issues stemming from the construction of a possible storage facility on the site. Janice Ward spoke that the traffic mitigation should happen prior to any new construction in the vicinity, and recommended that the speed limit be lowered along the adjacent section of Grand Avenue. There were closed the public hearing.

Dan Brooks opened the Commission for discussion, letting staff or the applicant respond to any of the questions or concerns brought up by the public. DJ Clark of Sanbel spoke about the traffi and the availability of relevant funding for such measures. Clark also mentioned that Sanbel is working on a TIS for the future subdivision. Commissioner McCall asked DJ to specify what a TIS (TIS) is documentation that analyzes the traffic impacts of a given development, and possible mitigation measures for those traffic concerns. Planner Hunter Kelly spoke about the differences i how specific traffic mitigation measures is not something that is handled at the zone change stage, but something that is part of the subdivision process. The Commission had no further questi a motion to approve and adopt the findings of the 10 review criteria for Zone Change 1070. The motion was seconded by Commissioner Megorden. Commissioner Goss comments that he unde Grand Avenue himself, but mentioned that the development looks good. Commissioner Megorden likewise commented, agreeing with Goss' statements. Commissioner McCall commented that more stable tax base that could fund road improvements in the area. Commissioner Mulvaney commented that while he understands the traffic concerns, the annexation and zone change of th the City to improve the roads in the vicinity. The Zoning Commission approved the motion unanimously.

ALTERNATIVES

The City Council may take one of the following actions:

- Approve and adopt the findings of the ten review criteria for Zone Change 1070; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1070; or,
- Delay action on the zone change request to a certain date not more than 60 days in the future; or,
- Allow the applicant to withdraw the zone change request

The applicant has not asked to delay or withdraw the application as of the drafting of this memo.

FISCAL EFFECTS

Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

SUMMARY

Prior to taking action, the City Council shall considered the following:

1. Is the new zoning designed in accordance with the Growth Policy and neighborhood plans?

The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

Strong Neighborhoods;

- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools, and public gathering spaces foster health, goodwill and soc
- Neighborhoods that are safe and attractive and provide essential services are much desired. Implementation of the Infill Policy is important to encourage the development of underuti

Prosperity and Essential Investments;

- Infill development and development near existing City infrastructure may be the most cost-effective.
- A diversity of available jobs can ensure a strong Billings' economy.
- Retaining and supporting existing businesses helps sustain a healthy economy.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning requires minimum setbacks, open and landscaped areas, and building separations. The new zoning, as do all zoning districts, provides adequate building separations and densi
Additionally, the annexation of the property provides for municipal water service for the site. Any new construction on the site will follow applicable building codes.

3. Whether the new zoning will promote public health, public safety, and general welfare?
Public health and public safety are promoted by the proposed zoning. New construction on the site will follow building code requirements to ensure and promote public health, public safety, and
promoted by the proposed zone change.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The existing zoning and new development will increase traffic on the adjacent street network. City Engineering will review any new development proposed to determine if a
are required for developments that generate 1,000 trips per day. Any impacts identified within the Traffic Impact Study may require road improvements or a proportionate impact contributi
evaluated with the subsequent subdivision.

Future phases of the development will be required to connect to existing streets, such as Stream Stone Avenue, Cobblestone Avenue, and pave and provide right-of-way for Colton Boulev
subdivision road and lot layouts to match the zoning and provide a better final design.

Water and Sewer: The City provides water and sewer to the property. The utilities will be provided in accordance with the associated annexation agreement that is mutually agreed upon b
Owner/Developer. This agreement is a strict condition of approval for annexations. Water will be extended to the property via Grand Avenue. Per the annexation agreement, the Developer
development fee prior to the issuance of any building permits.
Schools and Parks: Schools may be impacted by the proposed zoning, as the development does include residential use. Parks should not be negatively affected by the proposed zoning.

Fire and Police: The subject property will be served by the City of Billings Police Department and the Billings Fire Department. The nearest fire station is Fire Station 7 which is located ap
Departments expressed no concerns with the zone change.

5. Will the new zoning provide adequate light and air?
Similar to Criterias 2 and 3, the proposed zone, like all zones, requires minimum setbacks to allow for adequate separation between structures and adequate light and air. This parcel is present
to meet setback/build-to, height, building separation, and Building Code requirements.

6. Will the new zoning effect motorized and non-motorized transportation?
The new zoning itself will not impact motorized and non-motorized transportation. Once developed, there will be increased volume to the transportation network, both motorized and non-motoriz
effects using a Traffic Impact Study. At this time the Traffic Impact Study is being worked on by City Engineering and the applicant for the subsequent subdivision. Impacts identified within the
proportionate share cash contribution or construction improvements.

7. Will the new zoning promote compatible urban growth?
The proposed zoning does promote compatible urban growth. Directly east of the subject property is N2 zoning. The N2 zoning allows for single-family homes or duplexes. The proposed zoning
homes or duplexes. MK Subdivision to the east also has a mixture of CMU1 and CMU2. The proposed NX1 zoning is in the area at Granite Peak Townhomes. Additionally, existing City Water a
west as Little River Loop. Due to this, the property is required to annex per DEQ standards of having municipal services within 600 feet of your property boundary.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. The proposed zoning will allow commercial and residential development.
zoning and existing development and uses in the vicinity, as mentioned in Criteria 7. Further, this use is compatible with the character of the surrounding district and the suitability of the proper

9. Will the new zoning conserve the value of buildings?
The property is currently vacant, therefore the new zoning will not have an impact on the value of buildings for the parcel. Any new structures will need to be in compliance with zoning and build

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The landowner has chosen the MU PND [First Neighborhood Residential (N1), Mixed Residential 1 (NX1), Corridor Mixed Use 1 (CMU1) and Parks and open space (P1).] zone as the most app
accordance with the requirements of the zoning. There is a similar use like this within a nearby Granite Peak Townhomes are zoned NX1. Diamond X, Back 9, Albertsons to the east are all con
east within MK Subdivision. The proposed zonings within the PND are similar to other zoning within the area making this the most appropriate use of the land.

Attachments

Zoning Map and Site Photos
Application Letter
Narrative & Pre-Application Notes
Chart of Zoning History
Zoning Ordinance 1070

EXHIBIT B

ZONE CHANGE WITHOUT VARIANCE

WITHIN

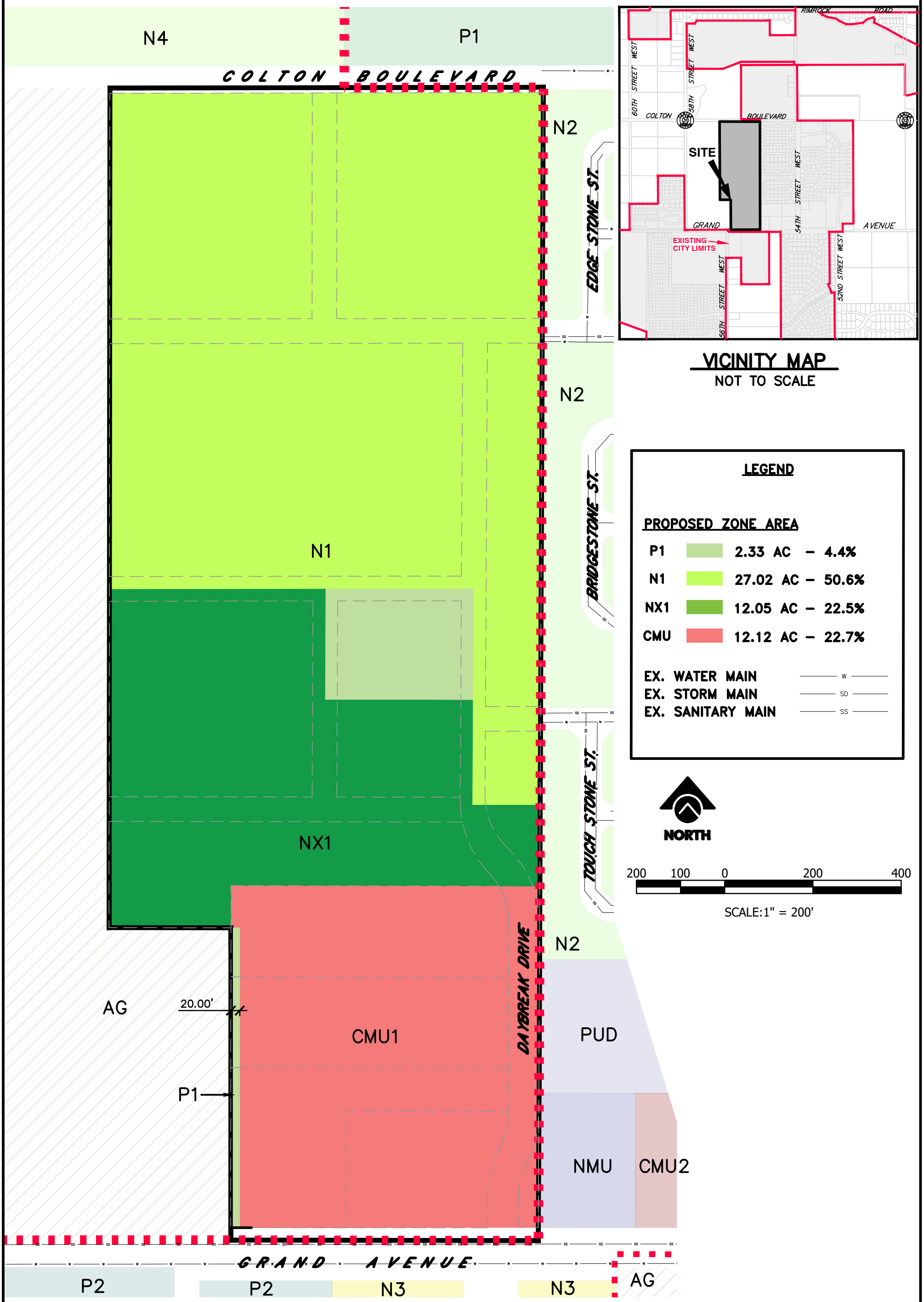
LOTS 66A1 AND 67A1 OF AMENDED LOTS 66A AND 67A SUNNY COVE FRUIT FARMS
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : GRAND AVE. LLC.

PREPARED BY : sanbell

JULY, 2025

BILLINGS, MONTANA



VICINITY MAP

NOT TO SCALE

LEGEND

PROPOSED ZONE AREA

P1	2.33 AC	4.4%
N1	27.02 AC	50.6%
NX1	12.05 AC	22.5%
CMU	12.12 AC	22.7%

EX. WATER MAIN — W

EX. STORM MAIN — SD

EX. SANITARY MAIN — SS

NORTH

200 100 0 200 400

SCALE:1" = 200'

P:\24583_Homestead_Storage_Grand_Avenue\CADD_C3D\PRODUCTION_DWG\Homestead_Res_Concept.2.dwg, 11X17 ZC (4), 8/1/2025 12:06:51 PM, cscoles, 1:1

HOMESTEAD_RES_CONCEPT.2.DWG 24583 07/30/25 WWB


ZONING
REQUEST
ZONE
CHANGE
1070
SPECIAL
REVIEW
VARIANCE

ZONING
REQUEST
ZONE
CHANGE
Annexation
25-01
SPECIAL
REVIEW
VARIANCE




Daybreak Dr
DAYBREAK
IN GOD WE TRUST


FINES
DOUBLE





Lot 66A1 and 67A1 of Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms, according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 4086208

Zone Change Request from A - Agricultural 10+ Acres to N1 - First Neighborhood Residential, NX1 - Mixed Residential 1, CMU1 – Corridor Mixed-Use 1 and P1 Parks and Open Space

Statement of Proposal

Brian Harvey and the Kramer family are seeking to rezone Lot 66A1 and 67A1 of Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms, according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 4086208

The intent of the requested zoning is to allow for the future development of single-family homes, cottage courts, duplexes, townhomes, fourplexes, and commercial uses along Grand Avenue.

The proposed mixed-use PND will provide residential adjacencies compatible with the Cottonwood Grove subdivision directly east of the application area. It also provides commercial zoning compatible with uses that already exist in the commercial node surrounding the intersection of Grand Avenue and 54th Street West.

Responses to Questions in Zoning Application

a. In what ways is your proposal consistent with the statutory criteria, guidelines and policies of the adopted Growth Policy?

The Growth Policy states:

In the next 20 years, Billings will manage its growth by encouraging development within and adjacent to the existing City limits, but preference will be given to areas where City infrastructure exists or can be extended within a fiscally constrained budget and with consideration given to increased tax revenue from development. The City will prosper with strong neighborhoods with their own unique character that are clean, safe and provide a choice of housing and transportation options.

The requested zoning is in compliance with the following growth guidelines:

Essential Investments (Relating Public and Private Expenditures to Public Values)

- ***The safety of all users and the connectivity of the transportation system are important criteria to consider in roadway designs and transportation plans.***

  Yes. Streets within this PND will be designed in compliance with City of Billings subdivision regulations for safe speeds to calm traffic and provide safe environments for all users while providing sufficient emergency access.

- ***Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.***

  Yes. This PND will provide vehicular and pedestrian connections to adjacent neighborhoods in the Cottonwood Subdivision, to the planned Cottonwood Park to the north, and to undeveloped land to the west. It will also continue the sidewalk along the north side of Grand Avenue. The streets and sidewalks in this PND will create safe walking and biking routes for students to access Ben Steele Middle School.

- ***Developed parks that provide recreation, special amenities (community gardens, dog parks, viewing areas), and active living opportunities are desirable for an attractive and healthy community.***

  Yes. This Planned Neighborhood Development (PND) will provide a centrally located park that will be zoned P1 to satisfy the requirements of the PND application process. At the time of subdivision, additional parkland or cash-in-lieu will be dedicated to meet subdivision regulations. The developer has stated his preference to contribute cash-in-lieu for the development of Cottonwood Park.

- ***Infill development and development near existing City infrastructure may be the most cost effective.***

  Yes. The proposed PND abuts areas already served by city water and sewer, and includes zones which already exist in the area surrounding the existing commercial node at 54th and Grand Avenue. The proposed PND also includes residential zones which are flexible in the level of residential density they can yield; N1 allowing single detached and duplex dwellings on lots of varying size and NX1 allowing single detached dwellings, duplexes, townhomes and duplexes. This will provide neighborhoods dense enough to support the city services they require and contribute tax revenue and students to the city and school district.

- ***Neighborhoods that are safe and attractive and provide essential services are much desired.***

  Yes. The design of this master-planned neighborhood, in compliance with relevant subdivision and zoning regulations, will promote a high level of public safety. This includes streets, parking and recreational areas which are easily observable from residences within the development. This property will not impact public health, safety, and welfare any differently than the other neighborhood developments which are developed in accordance with the City's zoning requirements.

Place Making (Enhance, Maintain, Preserve, and Improve Existing Public Places)

- ***Enhancement and maintenance of public spaces and buildings through City stewardship is integral to a vibrant community.***

  Yes. This Planned Neighborhood Development (PND) will provide a centrally located park that will be zoned P1 to satisfy the requirements of the PND application process. At the

time of subdivision, additional parkland or cash-in-lieu will be dedicated to meet subdivision regulations. The developer has stated his preference to contribute cash-in-lieu for the development of Cottonwood Park.

- ***The history and heritage of Billings are cornerstones of our community.***

  Yes. Billings has always adapted to the changes in economic drivers and been welcoming of development that allows the community to continue to grow and prosper in a systematic and planned way. This zone change will follow in that spirit by supporting a variety of housing units at an attainable price.

Community Fabric (Attractive, Aesthetically Pleasing, Uniquely Billings)

- ***Developed landscape areas within commercial areas encourage more pedestrian activity and vibrant commercial activity.***

  Yes. Commercial development within this mixed-use PND will conform with all landscape requirements of the Billings Zoning Code, including bufferyard, parking and setback landscape requirements.

- ***Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods***

  Yes. This mixed-use PND will be developed in accordance with City code regulating street sections to include planted boulevards. This will ensure that vehicular traffic is calmed and can navigate the development at slow, safe speeds for all street users. Street-front landscaping will be provided in accordance with the zoning code's landscape section, providing street trees and other water-efficient landscaping.

- ***Planning and construction of interconnected sidewalks and trails are important to the livability of Billings.***

  Yes. This PND will feature sidewalks on all streets, including pedestrian connections to adjacent development and the surrounding pedestrian network.

Strong Neighborhoods (Livable, Safe, Social and Resilient Neighborhoods)

- ***Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels***

  Yes. The mixture of zones within this mixed-use PND provides a diversity of housing choices to serve residents of all life stages and incomes. The largest part of the site, 50.6% gross, is proposed as N1. CMU1 is the second-most prevalent zone district in the PND, with approximately 23.3% of the site's gross area. This zone, which contributes to the commercial node planned at the intersection of 54th Street West and Grand Avenue by the 2001 West Billings Plan, will likely include a commercial storefront use and several storage uses which will all comply with the requirements of the CMU-1 zone for those uses. NX1 constitutes

about 23.3% gross of land within the proposed PND, which can host a range of building types from single family to four-plex homes to townhomes or cottage courts. P1 represents 3.7% gross. The diversity of housing in the proposed master-planned neighborhood will allow residents of varying income levels and age groups to call this neighborhood home.

- ***Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction.***

  Yes. This proposed PND is about one-eighth mile from the commercial node at the intersection of 54nd Street West and Grand Avenue. Residents of this neighborhood will be able to reach that node within a very short walk via sidewalks provided as part of the development process. The P1-zoned area will provide recreational opportunities to residents of this development and of adjacent neighborhoods alike.

- ***Public safety and emergency service response are critical to the well-being of Billings' residents and businesses.***

  Yes. The property considered under this zone change will use named streets within its bounds to better address locations within and provide an enhanced level of public safety. Per City of Billings subdivision regulations, compliance with which will be confirmed during the subdivision approval process, this PND will connect to the surrounding road network and stub connections to undeveloped land as required by the City of Billings Subdivision Regulations. Streets in the neighborhood will connect to two streets in the Cottonwood neighborhood to the east, one connection to Grand Ave. toward the south, three connections to the undeveloped land to its west, and two connections to Colton Blvd to the north. All streets will include traffic calming measures as required by City Subdivision Regulations.

Home Base (healthy, safe and diverse housing options)

- ***A mix of housing types that meet the needs of a diverse population is important***

  Yes. While the anticipated lot size and dwelling type mix is not known at this time, the mixture of zones in this proposed PND support workforce housing and will create housing choice in Billings' West End. This housing choice is especially valuable to the public interest given the proposal's proximity to Ben Steele Middle School.

Mobility and Access (transportation choices in places where goods and services are accessible to all)

- ***Development oriented to transit routes will provide more transportation choices and is preferred***

  Yes. The CMU-1 zone proposed in this PND fronts the principle arterial of Grand Avenue. An NX1-zoned area provides a transition between the CMU-1 and N1-zoned areas, focusing more intense uses along that transportation route. As development continues westward,

transit service will eventually follow. This PND will place riders as close to that arterial route as possible.

- ***"Safe Routes to Schools" promotes physical health and reduces vehicle trips, earning parents more time and less costs for transportation.***

  Yes. The zones proposed in this mixed-use PND physically support workforce housing accessible to working families near Ben Steele Middle School. The development of this PND will build out a street network with much higher levels of interconnection than surrounding developments and will provide pedestrian connections from adjacent Cottonwood subdivision to Ben Steele via lower-stress rights-of-way to Ben Steele Middle School.

Prosperity (Promoting Equal Opportunity and Economic Advancement)

- ***Predictable, reasonable City taxes and assessments are important to Billings' taxpayers.***

  The residential zones proposed in this mixed-use PND allow for flexibility over time as market conditions change and as the application area develops, while maintaining compatibility with adjacent residential areas. That flexibility will promote efficient use of land, city services and provide relatively high tax revenues per acre compared to less-dense residential development.

- ***Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses.***

  The mix of residential zones in this PND and its proximity to the commercial node at the intersection of 54th St. West and Grand Ave. has the potential to reduce those residents' transportation costs. The NX1-zoned area is close to Ben Steele Middle School on the south. NX1 has the greatest potential to support workforce housing near the recreational and educational amenities that today's workforce demands.

  The community that is planned as part of this Zone Change will help Billings manage its growth by encouraging development within and adjacent to the existing City limits, giving preference to areas where City and municipal infrastructure exists helping to maintain fiscal responsibility for the City. This development will allow the City to increase tax revenue, decrease tax burden on residents, and promote prosperity by further developing a variety of neighborhoods with their own unique character that are governed by City regulations and provide housing choice and additional housing inventory.

The West Billings Plan states:

- ***More compact development patterns are desirable because they make full use of urban services, offer cost-effective infrastructure, and hold down costs to the tax-payer.***

Yes. The NX1-zoned area of this mixed-use PND will develop in a compact manner and will host residential densities that will support cost-effective provision of municipal services.

- ***Plan for a mix of land uses that reduces automobile usage by locating stores, housing, schools, and recreation within a very short drive (or walking distance) from each other in compact neighborhoods with pedestrian-oriented streets***

  Yes. The proposed zone change area is just over 600 feet from the commercial node at 54th and Grand Avenue. The commercially-zoned area of this PND will likely host a neighborhood-serving businesses such as a café in addition to the planned storage facility therein. As this neighborhood develops, the sidewalk along the north side of Grand Avenue will also be extended, contributing to the active transportation network in the area. Streets within the proposed PND will be designed in accordance with all relevant City regulations to include pedestrian facilities, planted boulevards, and traffic calming measures.

- ***PG1.M.5 Enable the approval of development project that incorporate innovative mixed-use land planning concepts that provide for community aesthetics, compatible land uses, a mix of housing opportunities, open space, and other community amenities by revising zoning and subdivision regulations.***

  Yes. The proposed neighborhood includes a mixture of housing opportunities including zones that allow single-detached homes, cottage courts, duplexes, townhomes, and fourplexes that will provide housing for a range of ages and incomes. This proposal also includes areas zoned P1 public space for a centrally located park.

The 10 Zone Change Criteria:

- ***Whether the new zoning is designed in accordance with the Growth Policy***

  Yes, this mixed-use PND is being developed in consideration of the Growth Policy statement and guidelines on previous pages. The land on which the project is planned is adjacent to parcels where municipal services exist, and meet the planning goals listed above.

- ***Whether the new zoning is designed to secure from fire and other dangers***

  Yes, the subject parcels will be serviced by City fire and police services and will be designed in accordance with City of Billings rules and regulations thus assuring protection from common dangers.

- ***Whether the new zoning will promote public health, public safety and general welfare***

  Yes. All development within the proposed PND will be designed under the City Zoning code which will regulate density and land use transitions. All residential uses will be subject to City of Billings building codes, and the utility and surface infrastructure will be constructed in accordance with City of Billings rules and regulations assuring compliance to

this criterion. All public spaces within the neighborhood are also designed to be easily observable from residences, which provides a higher level of public safety.

- ***Whether the new zoning will facilitate the adequate provision of transportation, water sewerage, schools, parks and other public requirements***

  Yes, the proposed neighborhood will provide streets designed in compliance with relevant City of Billings regulations for adequate transportation provision. Impacts on the road network will be determined during later subdivision and master site plan approvals processes, which will include a Transportation Impact Study. Water, sewer and storm facilities will also be developed in accordance with all relevant regulations. The NX1-zoned area proposed in this master-planned community will create a neighborhood that costs less for schools to serve, as it will require less distance for buses to travel for student pick up and drop off. Areas zoned P1 within the planned neighborhood are more than double what is required in subdivision regulations, thus providing ample recreational opportunity for area residents.

- ***Whether the new zoning will provide adequate light and air***

  Yes. This community is being developed in accordance with City of Billings rules and regulations and therefore meets this requirement.

- ***Whether the new zoning will affect motorized and nonmotorized transportation***

  Yes. Because the proposed zone change is very close to the commercial node at 54th St. West and Grand Avenue, it is reasonable to predict that some portion of the trips generated by the residential uses planned for this site will be captured by walking, bicycling trips to that node, thus reducing the impact of this development on the surrounding roadway network. Beyond that, this proposal will have no greater impact on the transportation network than any other residential development.

  When this development progresses through the approvals process to subdivision, a Traffic Impact Study will be completed, and the developer will be responsible for any improvements the study deems necessary because of the trips generated by this development.

  The zone change will continue to support and address growth needs and have additional connections to the local street network while concentrating housing within the established City of Billings projected growth areas.

- ***Whether the new zoning will promote compatible urban growth***

  Yes. This mixed-use PND places its CMU-1 zoned area along Grand Avenue, adjacent to other commercial uses. It then uses NX1 as a transitional residential use, as the code states it is intended, between the CMU1 and N1 zones it proposes. Where CMU-1 and adjacent N2 zones abut, a road is proposed to separate them, as required by the zoning code. The storage uses in the CMU-1 area are subject to several restrictions that minimize any visual impact on

adjacent uses. The homes within the N1 and NX1 zones are restricted to similar height limits as the existing N2 zoned development to the east of the subject parcels.

- ***Whether the new zoning considers the character of the district and the peculiar suitability of the property for the particular use.***

  Yes. The proposed mixed-use PND places commercial uses along the principal arterial of Grand Avenue at a node as intended by both the 2016 Growth Policy and the 2001 West Billings Plan. This proposal also continues the residential character of the subdivisions that have occurred in the area thus far.

- ***Whether the new zoning will conserve the value of buildings***

  Yes. There is no evidence to suggest that the development of smaller homes or multi-family residential uses has any negative effect on the value of adjacent, existing single-detached residential uses. The storage uses planned for the CMU-1-zoned area will develop in conformance with the requirements of the zoning code, which are designed to mitigate any negative visual impacts of storage.

- ***Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings***

  Yes. This mixed-use PND complies with all development standards and policies of the City of Billings and will provide housing near commercial and educational amenities.

CITY ZONE CHANGE APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change #_____ Project #_____

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning A Agriculture

Proposed Zoning: N1, NX1, P1, CMU1

PARCEL TAX ID# D04669, D04670 CITY ELECTION WARD 4 (when annexed)

Legal Description of Property: Lot 66A1 and 67A1 of Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms, according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 4086208

Address or General Location (If unknown, contact City Engineering): Grand Ave. & Daybreak Drive

Size of Parcel (Area square feet or acres): 54.1 acres

Present Land-Use: Agriculture

Proposed Land-Use: Residential and Commercial

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Under Contract

Owner(s) Brian Harvey

(Record Owner)

3110 Col Ave Billings, MT 59102

(Address)

406-671-3045 brian@homesteadstorage.com

(Phone Number) (email)

Agent(s): John Halverson

(Name)

1300 N Transtech Way, Billings, MT 59102

(Address)

406-869-3311 jhalverson@sandersonstewart.com

(Phone Number) (Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: above Date: 8.1.2025

(Record Owner – Digital Signature Allowed)

CITY ZONE CHANGE Pre-Application Statement of Owner(s) and Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. Present Zoning: A Agriculture

2. Written description of the Zone Change Plan including existing and proposed new zoning:

Zone Change Request from A Agriculture to N1 (First Neighborhood Residential), NX1 (Mixed Residential 1), CMU1 (Commercial Mixed Use 1) and P1 (Parks and Open Space)

3. Legal Description of Property:

Lot 66A1 and 67A1 of Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms, according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 4066208.

4. Neighborhood Task Force Area: Yes /// No . If Yes, Name of Task Force

Yes, West End Neighborhood Task Force

5. Roster of persons who attended the pre-application neighborhood meeting: please attach to on line application Exhibit A

6. A brief synopsis of the meeting results including any written minutes or audio recording.

please attach to on line application Exhibit B

7. The undersigned affirm the following:

1) The pre-application neighborhood meeting was held on the 22nd, day of July , 2025.

2) The zone change application is based on materials presented at the meeting.

Owner (s): Under Contract

Brian Harvey, Grand Ave. LLC Telephone: 406-671-3045

Address: 3110 Central Ave Billings MT 59102 Email: brian@homesteadstorage.com

Agent (s):

John Halverson Telephone: 406-869-3311

Address: 1300 N Transtech Way, Billings, MT 59102 Email: jhalverson@sanbell.com

Complete this form and upload to your on-line Zone Change application

Exhibit A

PRE-APPLICATION NEIGHBORHOOD MEETING FOR ZONE CHANGE
ATTENDANCE SIGN-IN SHEET

Date: July 22, 2025 **Time:** 6:00 p.m.

Project: Sunny Cove Fruit Farms Lots 67A1 and 66A1 **Project No.:** 24583

Meeting Location: Connections Church, 5554 Grand Ave, Billings, MT 59106

First Name (Please Print)	*Last Name (Please Print)*	*Phone Number*	*Email Address*
Shirley	McDermott	406 702-1772	shirlymcdermott1935@gmail.com
Janice	Ward	406-656-4829	
Mindi	Hopkin	406-690-0140	hop8rnough@msn.com
Susan	Morgan	406-672-8846	BIGSKYMT81@charter.net
Randy	Morgan	406-698-9319	"
Jen + Doug	Kramer	406.696.9146	
David Kirst	Kirst	671-8046	1125 Daylight LN
Jackie	Rieger	(406) 425-9853	jackie.j.rieger@gmail.com
Dan + Evelyn	Hall	406-670-6241	evelyn164911@gmail.com
JERRY NEILSON		970 846 6764	jnj@comcast.net
Zachary	Harperman	406-697-0279	zharrma3@gmail.com
Howard	Holz	406-534-4340	
SUSAN	Schloss	406 794-5677	

Exhibit A

PRE-APPLICATION NEIGHBORHOOD MEETING FOR ZONE CHANGE
ATTENDANCE SIGN-IN SHEET

Date: July 22, 2025 **Time:** 6:00 p.m.

Project: Sunny Cove Fruit Farms Lots 67A1 and 66A1 **Project No.:** 24583

Meeting Location: Connections Church, 5554 Grand Ave, Billings, MT 59106

First Name (Please Print)	*Last Name (Please Print)*	*Phone Number*	*Email Address*
DON	LOHRENZ	406 698-6033	DonLohrenzRealEstate@gmail.com
Alysha	Hanson	406-697-0721	alyhanson9@gmail.com
Jon	McNulty	406-860-0427	McNultyJon@Hotmail.com
Susan	McNulty	406-208-7282	mtsbernes@hotmail.com

Exhibit B

MEETING MINUTES

PROJECT: HOMESTEAD ACRES CONCEPT & ZONE CHANGE			
Project No: 24583			
Meeting Location: 5554 Grand Ave., Billings MT 59106		Meeting Date: 07/22/25 6:00 PM	
Meeting Subject: Zone Change Neighborhood Pre-Application Meeting		Prepared by: Bryan Alexander	
Attending:	(See attached sign-in sheet)		
Sanbell:	John Halverson	Bryan Alexander	DJ Clark
Grand Ave. LLC	Brian Harvey		
Date of Issue: 07/24/25			

Minutes:

- Mr. Halverson opened the meeting at 6:00 PM by introducing himself and outlining the agenda, which included a presentation of the zone change and entitlement processes and schedule, existing zoning in the area, proposed zoning of development, explanation of zones proposed (*handouts provided of requested zoning designations from municipal code*), what is allowed in the zoning designations, and time for questions and comments. During the presentation, Mr. Halverson stated the developer's desire to building a self-storage facility within 3 of the 4 CMU1 lots near Grand Avenue. Mr. Halverson described specific CMU1 requirements for storage facilities, which includes landscape buffers, fencing, no storage unit doors facing streets and screened from public view, and active space (*occupied/not storage*) within the first 20 feet of buildings from the property line.
    - The presentation slides are attached with the minutes
- After completing that presentation, Mr. Halverson took questions and comments from the attendees.

Q&A Session (Sanbell responses in Blue; Developer responses in Purple):

- Can 8-plexes be placed within the development?
    - [*John Halverson*] Yes, 8-plexes are allowed in the CMU1 zone above ground floor commercial use (like Shiloh Commons); however, there is no intent to construct multi-family housing within the CMU1 area.
- Would you transition from the commercial to residential use?

Exhibit B

  - [*John Halverson*] Yes, there is an NX1 zone that allows up to 4 dwelling units per building that would provide a transition to the N1 zone consisting of single family and duplex homes. This area is not yet fully developed.
- What will the storage facility look like?
  - Mr. Harvey stated that he does not have plans yet; however, he is planning on a high-end, high-tech, climate controlled, single-story drive through storage facility. Plans to be a nicer facility than the new one on Central Ave. The buildings facing the streets are to have a lot of glass and have neighborhood uses which are important to him, like a bagel shop (no car washes). There is a planned community meeting room, which would be available for free to non-profit organizations and storage tenants for use, like his new Central Ave. facility.
- Traffic on Grand Avenue was a topic of discussion by multiple attendees, especially left hand turns onto Grand Avenue. These concerns/questions are grouped below.
  - What happens prior to the Grand Avenue improvement?
  - Consternation about lack of notice from City about 58th Street West closure; difficulty turning left onto Grand Avenue
    - Especially at Ben Steele drop-off in the morning
    - Parking during softball games along 58th, Grand, etc. Safety concern and needs a signal
  - Congestion in front of Ben Steele is a concern; how will Grand Ave. improvements affect that and the irrigation ditch on the north side of Grand Ave.?
  - There was a concern that SD2 plans to build an elementary school on the Ben Steele site, which would further impact traffic on Grand Avenue.
  - [*DJ Clark*] City has allocated funds to build Grand Ave from 41st to 62nd. Grand Avenue improvements is in the current City Capital Improvement Plan (CIP), construction likely late 2027- early 2028 construction.
    - Multi use paths and sidewalks
    - Street widening, curb and gutter
    - Signals or roundabouts at major intersections
  - [*DJ Clark*] The design of Grand Ave. has not yet begun, so there is not a lot known on project specifics. Design is anticipated to begin in the next 6 months and last about a year. Right-of-way acquisition would likely take another year.
- What is the density of the development?
  - Mr. Halverson stated that it hasn't been drawn up yet, but likely 9-10,000 sf lots, similar to Cottonwood or less dense. We don't have that data on us. Recall that it was around 160 dwellings? [from file review, could be up to 220 dwellings when considering NX1]
- How far do road easements extend either side of the road?
  - [*DJ Clark*] City requires 60' either side of the centerline for a principal arterial. The subdivision will require additional dedication from existing county road dedication.
- What is the development timeline for the storage facility?

Exhibit B

  - Mr. Harvey stated that he would like to be operational in 2027 at the earliest, but it may not be until 2028.
- A discussion initiated [Doug Kramer] about whether 56th Street would ever go north of Grand Ave.
  - [*DJ Clark*] We understand that the City desires to extend 56th Street north to Colton Boulevard and have it align with the existing intersection at Grand Ave. However, they do not have right-of-way to do so.
  - [*DJ Clark*] The proposed road network is to connect into Colton Boulevard at the north end when the residential portion develops.
    - Doug & Jennifer Kramer own the property north of the intersection and had concerns about extension of 56th Street to the north. They stated that a county road easement was present for it through the subject property.
    - [*DJ Clark*] The county road easement was vacated recently for 56th Street that was offset from the south side of Grand Ave. Grand Ave. is the baseline, so it is a survey anomaly to correct for the curvature of the earth.
- There was a question about the road outlines on the exhibit in the N1 zone. Are road connections proposed to Cottonwood Grove? There was concern of additional traffic coming through the existing neighborhood.
  - Mr. Halverson stated that the dashed lines are not yet set but connections are proposed to the existing dead ends in Cottonwood Grove and additional future connections would be made to the west. These interconnections are required by the subdivision regulations and provide an interconnected street network. He gave an example of a kid wanting to visit a friend in the adjacent neighborhood and having the ability to walk directly there instead of going all the way to Grand Avenue and around. It also provides additional ways to circumnavigate road closures from accidents or construction.
  - Mr. Halverson also stated that the City requires traffic calming measures when streets exceed a certain length, 500 ft, so measures would be taken to reduce speeds through the neighborhood as it develops.
- A question was asked whether storage units would decrease their home values
  - Mr. Halverson stated that he did not know
  - George Warmer, from Coldwell Banker Commercial, stated that storage units would be unlikely to impact their home values. Uses that are industrial in nature that create dust, smoke, or noise would be more likely to negatively impact home values.
- A question was asked about the timing of the commercial development versus the residential development.
  - Mr. Harvey stated that “broad stroke”, he would like to have them progressing simultaneously for construction.
- A comment (not a question) was made that it would be preferred to not have development disrupt the view of the rims
- Would Cottonwood Park be built around the time of this development?

Exhibit B

  - Mr. Halverson stated that many subdivisions in the area have been asked to provide “cash-in-lieu” of dedicating new parks for money to fund Cottonwood Park. Based on our understanding, development of the park is not likely for some time, which may be 20 years or more.
  - Mr. Harvey stated that the park is something very important to him. He stated he would take a person interest to help it gain traction, which will likely require public/private partnerships.
- Mr. Halverson went back over public hearing schedule and stated that the City will provide a mailed notice for the upcoming hearings. His email and phone number are on the mailers if there are more questions.

Meeting adjourned 6:50 PM

Zoning History for City ZC 1070

SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
None.					
SURROUNDING PROPERTY	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
Wild Rose Subdivision	**998**	**9/21/21**	N4 to (MR-PND) consisting of N1, N2, N3, NX1 and P1	Y	Formerly Sweetgrass Subdivision
Skyview Ridge Subdivision	788	12/5/2006	A to CC, NC, RP, RMF-R, R60, R70, R70R, R96 and Public	Withdrawn	Zone districts updated 2021 to CMU1, NMU, NO, NX3, NX2, N2, N3 and Public 1
Skyview Ridge Subdivision	814	7/23/2007	R96 to R70R, R60, RMF-R, RP, NC, CC and Public	Yes	
Zimmerman Home Place	1038	10/3/2023	NX1 to NX2 & Nx3	Y	
Michelloti Sawyer	1020	10/24/2022	A to NX1 and NX3	Yes	Steward Land townhomes
ZHP 3rd Filing Zimmerman Trail frontage	1019	1/9/2023	NO to CMU1	Withdrawn	
Cardwell Ranch PD	986	10/26/2020	Update to PD	Y	
733 S 31st St. W	999	10/25/2021	CMU1 to CMU2	Y	
E.D. King Sub	782	7/10/2006	A-1 to CC	Y	Country Meadow Apts 1997
1501 Zimmerman Trail	807	7/9/2007	R-60-R to CC & RP	Y	Ace Hardware & Offices
3737 Grand Ave	779	6/26/2006	RP to NC	Y	Multi-tenant office/retail
1500 Golden Blvd	572	2/28/1994	A-1 to RMF	Y	Carriage Homes 1997
3155 Avenue C	413	10/25/1983	R-96 to RMF-R	Y	Aspen Meadows 2005
2291 Avenue C	68	8/26/1974	PD to R-60	Y	Rosepark Plaza Apts 1981

ORDINANCE 25-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION for Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms, BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION. Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms,** is presently zoned **Agriculture (A)** and is shown on the official zoning map within this zone district.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms,** is hereby changed from **Agriculture (A), to Planned Neighborhood Development -Mixed Use (PND-MU) with First Neighborhood Residential (N1), Mixed Residential 1 (NX1), Corridor Mixed Use 1 (CMU1) and Parks and open space (P1), as shown on Exhibit A**, and from the effective date of this ordinance, the area shown on Exhibit A shall be subject to all the rules and regulations pertaining to **First Neighborhood Residential (N1), Mixed Residential 1 (NX1), Corridor Mixed Use 1 (CMU1) and Parks and open space (P1),** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 22nd Day of September, 2025.

PASSED, ADOPTED and APPROVED on second reading this 13th day of October, 2025.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

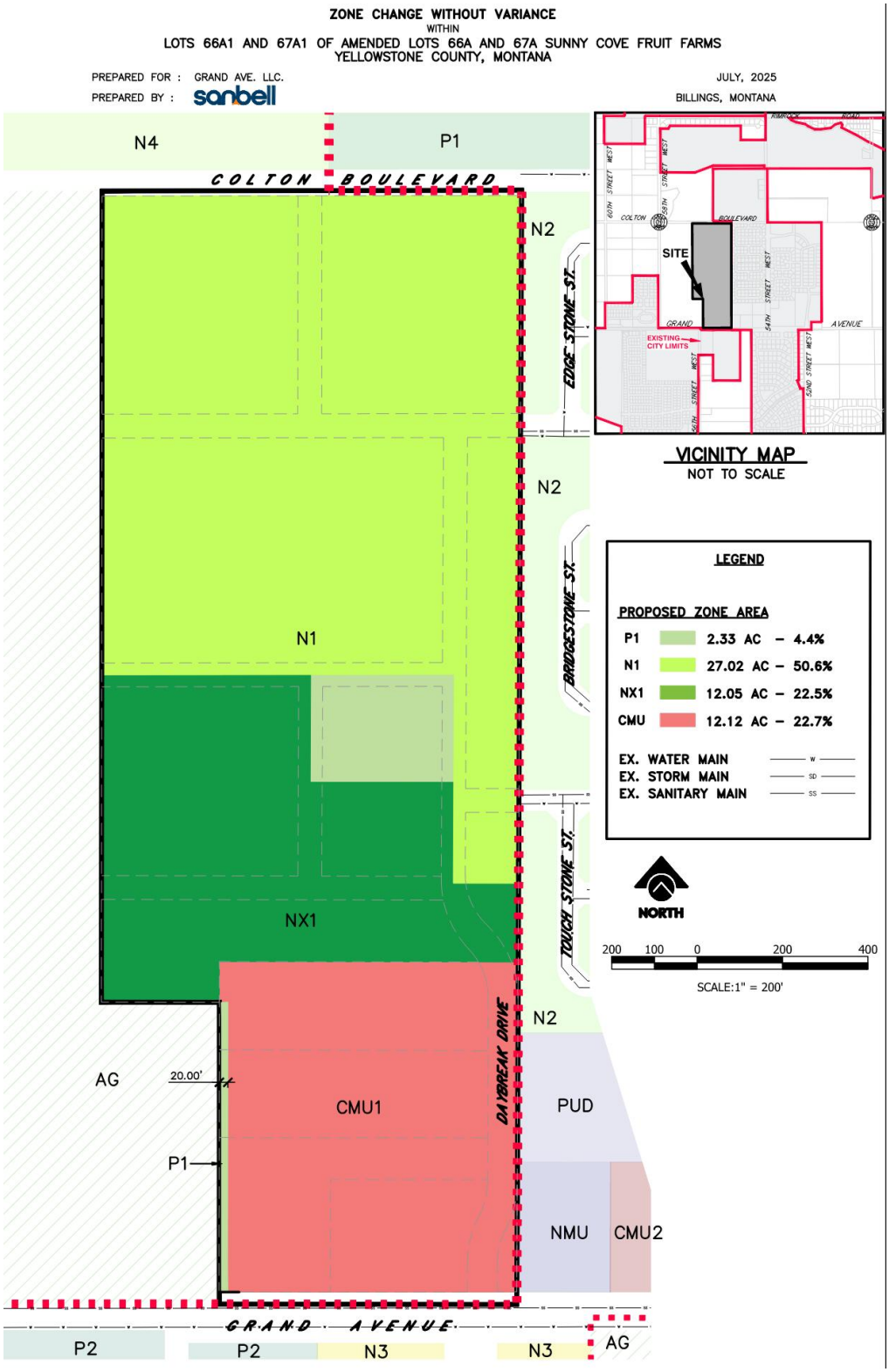
BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1070 – Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit farms according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 4086208

Exhibit A

LEGAL DESCRIPTION: **Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit farms according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 4086208**



City Council Regular

Date:	09/22/2025
Title:	Annexation 25-04, Ward Boundary Ordinance for Homestead Acres, 1st Reading and Public Hearing
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-25-00140

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward IV.

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

Sanbel, on behalf of The Kramer Family, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located north of Grand Avenue, south of Colton Boulevard, and west of 54th Street West. The land being annexed is described as being Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms located in the SE1/4 S31, T1N, R25E according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 4086208.

Upon Council approval, this annexation requires a change in the boundaries of Ward IV. Two readings are required for this action. The first reading and public hearing is scheduled for this meeting. Upon approval, the second reading will occur October 13th, 2025.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward IV, or;
- Disapprove adding the subject property to Ward IV. Disapproval will not modify the boundary of Ward IV and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD IV PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward IV the following described real property:

Lots 66A1 and 67A1 of the Amended Plat of Lots 66A and 67A, Sunny Cove Fruit Farms located in S31, T1N, R25E according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 4086208.

(# 25-04) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 25-_____ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 22nd day of September, 2025.

PASSED by the City Council on the second reading this 13th day of October, 2025.

THE CITY OF BILLINGS:

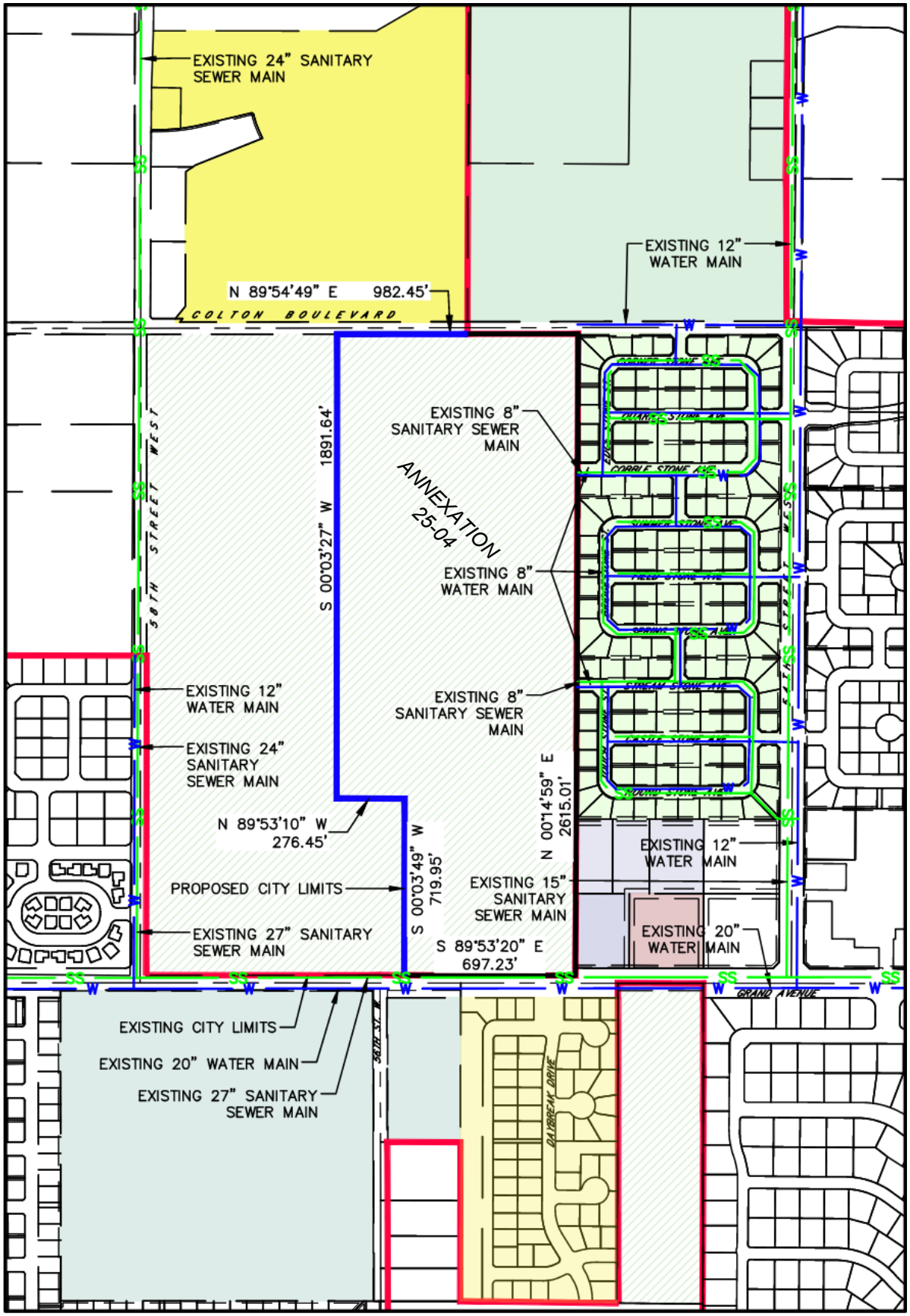
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#25-04)

EXHIBIT 'A'


EXISTING 24" SANITARY SEWER MAIN
EXISTING 12" WATER MAIN
N 89°54'49" E 982.45'
COLTON BOULEVARD
S 00°03'27" W 1891.64'
ANNEXATION 25-04
EXISTING 8" SANITARY SEWER MAIN
EXISTING 8" WATER MAIN
EXISTING 8" SANITARY SEWER MAIN
EXISTING 12" WATER MAIN
EXISTING 24" SANITARY SEWER MAIN
N 89°53'10" W 276.45'
S 00°03'49" W 719.95'
N 00°14'59" E 2615.01'
PROPOSED CITY LIMITS
EXISTING 27" SANITARY SEWER MAIN
EXISTING 15" SANITARY SEWER MAIN
EXISTING 12" WATER MAIN
EXISTING 20" WATER MAIN
S 89°53'20" E 697.23'
EXISTING CITY LIMITS
EXISTING 20" WATER MAIN
EXISTING 27" SANITARY SEWER MAIN
GRAND AVENUE
DAYBREAK DRIVE

City Council Regular

Date:	09/22/2025
Title:	Resolution Renewing the Citizen Police Advisory Board
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council approve the Resolution renewing Citizen Police Advisory Board for another four years.

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

The Resolution is a result of an initiative Council passed May 24, 2021, and enacted by Council action on September 27, 2021. The current resolution expires in December 2025. Staff recommends renewal of the resolution with modifications addressing board make-up. Specifically membership will be from seven at-large citizens, eliminating content experts from Yellowstone County Continuum of Care and Yellowstone County Substance Abuse Connect. Four areas of emphasis continue to be the following:

1. Recruitment, retention, and workplace diversity;
2. Crime prevention and diversion;
3. Community support and engagement; and
4. Data collection and analysis.

ALTERNATIVES

City Council may:

- Approve Renewal of the Citizen Police Advisory Board; or,
- Not Approve the Renewal of the Citizen Police Advisory Board and provide staff with further direction if needed.

FISCAL EFFECTS

Staff will provide support to the new board, managing meetings, agenda's and minutes. If successful, this work will more than offset, as the police department excels in the areas the board is responsible for assisting in.

SUMMARY

The Resolution is consistent with the Council's approved initiative from May 2021. See the attached draft resolution.

Attachments

Resolution Citizen Advisory Board
Resolution Citizen Advisory Redlined

RESOLUTION _____

A RESOLUTION RENEWING THE CITIZEN POLICE ADVISORY BOARD

WHEREAS, the City of Billings Vision Statement is: The Magic City - A diverse, welcoming community where people prosper and business succeeds; and

WHEREAS, the City of Billings has identified Integrity, Collaboration, Service and Stewardship as the organization's Core Values; and

WHEREAS, the Mission of the Billings Police Department is to improve quality of life through a customer service, problem-solving partnership with the community; and

WHEREAS, on May 24, 2021, the Mayor and City Council approved an Initiative directing the City Administrator to prepare a Resolution to re-establish a Citizen Police Advisory Board to assist the Chief of Police, City Administrator, and City Council with four key objectives of recruitment, retention, and workforce diversity; crime prevention and diversion; community support and engagement; and data collection and analysis; and

WHEREAS, the 2021 Police Operations and Data Analysis Report from the Center for Public Safety Management suggests a comprehensive, long-term improvement plan for the City and the Billings Police Department, and a Citizen Police Advisory Board can help develop recommendations that are intended to form the basis for such a plan; and

WHEREAS, the 2021 Police Operations and Data Analysis Report from the Center for Public Safety Management indicates a need to work collaboratively with community members to address the conditions that foster crime;

WHEREAS, the 2020 and 2024 Annual Reports for the Billings Police Department outline strategic goals that include more efficient service delivery, an improved sense of safety in our community, and developing and strengthening partnerships; and

WHEREAS, the work of the Board has not been completed, and it is in the best interest of the public to renew the Board for another four (4) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, THAT THE CITIZEN POLICE ADVISORY BOARD BE RENEWED AS FOLLOWS.

1. MAKEUP OF BOARD. The Citizen Police Advisory Board will continue to be made up of seven (7) citizen members appointed by the Mayor and confirmed by the City Council.

Additionally, up to two (2) ex-officio representatives of City departments, may be appointed by the City Administrator.

2. DURATION. The Board shall expire at the end of four (4) years or when the Board members determine by majority vote that their work has been completed, whichever comes first.

3. APPLICATION PROCESS. Citizen members shall apply to serve on the Board and must indicate their qualifications in the fields of crime prevention and/or the key issue areas outlined in the duties of the Board.

4. APPOINTMENT TERMS. Seven (7) citizen members shall be appointed to four-year terms beginning on January 1, 2026.

5. ALLOCATION OF STAFF TIME. City staff shall be allocated to assist with coordination of meetings, objectives, and activities of the Board, including but not limited to Board facilitation, internal and external communications, and administrative duties.

6. BOARD ORGANIZATION. The Board shall maintain its previously-adopted bylaws providing for meeting schedules, officers and their election, and other appropriate conditions for the conduct of its members.

7. DUTIES OF THE BOARD. Members will examine and make recommendations to the Chief of Police, City Administrator, and City Council on the following key objectives:

a. Recruitment, retention, and workplace diversity.
b. Crime prevention and diversion.
c. Community support and engagement; and
d. Data collection and analysis.

8. REPORTS TO CITY COUNCIL. The Board shall report its findings and recommendations to Chief of Police, City Administrator and City Council on an annual basis.

APPROVED AND ADOPTED by the Billings City Council on this 22nd day of September, 2025.

CITY OF BILLINGS:

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

RESOLUTION _____

A RESOLUTION RENEWING THE CITIZEN POLICE ADVISORY BOARD

WHEREAS, the City of Billings Vision Statement is: The Magic City - A diverse, welcoming community where people prosper and business succeeds; and

WHEREAS, the City of Billings has identified Integrity, Collaboration, Service and Stewardship as the organization's Core Values; and

WHEREAS, the Mission of the Billings Police Department is to improve quality of life through a customer service, problem-solving partnership with the community; and

WHEREAS, on May 24, 2021, the Mayor and City Council approved an Initiative directing the City Administrator to prepare a Resolution to re-establish a Citizen Police Advisory Board to assist the Chief of Police, City Administrator, and City Council with four key objectives of recruitment, retention, and workforce diversity; crime prevention and diversion; community support and engagement; and data collection and analysis; and

WHEREAS, the 2021 Police Operations and Data Analysis Report from the Center for Public Safety Management suggests a comprehensive, long-term improvement plan for the City and the Billings Police Department, and a Citizen Police Advisory Board can help develop recommendations that are intended to form the basis for such a plan; and

WHEREAS, the 2021 Police Operations and Data Analysis Report from the Center for Public Safety Management indicates a need to work collaboratively with community members to address the conditions that foster crime;

WHEREAS, the 2020 and 2024 Annual Reports for the Billings Police Department outline strategic goals that include more efficient service delivery, an improved sense of safety in our community, and developing and strengthening partnerships; and

WHEREAS, the work of the Board has not been completed, and it is in the best interest of the public to renew the Board for another four (4) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, THAT THECITIZEN POLICE ADVISORY BOARD BE RENEWED AS FOLLOWS.

1. MAKEUP OF BOARD. The Citizen Police Advisory Board will continue to be made up of seven (7) citizen members appointed by the Mayor and confirmed by the City Council.

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2. DURATION. The Board shall expire at the end of four (4) years or when the Board members determine by majority vote that their work has been completed, whichever comes first.

3. APPLICATION PROCESS. Citizen members shall apply to serve on the Board and must indicate their qualifications in the fields of crime prevention and/or the key issue areas outlined in the duties of the Board.

4. APPOINTMENT TERMS. ~~Five (5) citizens members shall be appointed to four-year terms beginning on January 1, 2022.~~ Seven (7) citizen members shall be appointed to four-year terms beginning on January 1, 2026.

5. ~~APPOINTMENT OF SUBJECT MATTER EXPERTS. In addition to five (5) citizen members serving four-year terms, two (2) members from the following coalitions shall be appointed annually, so long as the coalitions remain active. Each coalition representative shall be nominated by his or her respective coalition and then approved by the mayor and city council in their discretion:~~

~~a. Yellowstone County Continuum of Care; and~~
~~b. Yellowstone County Substance Abuse Connect.~~

5. ALLOCATION OF STAFF TIME. City staff shall be allocated to assist with coordination of meetings, objectives, and activities of the Board, including but not limited to Board facilitation, internal and external communications, and administrative duties.

6. BOARD ORGANIZATION. The Boardshall maintain its bylaws providing for meeting schedules, officers and their election, and other appropriate conditions for the conduct of its members.

7. DUTIES OF THE BOARD. Members will examine and make recommendations to the Chief of Police, City Administrator, and City Council on the following key objectives:

a. Recruitment, retention, and workplace diversity.
b. Crime prevention and diversion.
c. Community support and engagement; and
d. Data collection and analysis.

8. REPORTS TO CITY COUNCIL. The Board shall report its findings and recommendations to Chief of Police, City Administrator and City Council on an annual basis.

~~APPROVED AND ADOPTED by the Billings City Council on this 27th day of September, 2021.~~ APPROVED AND ADOPTED by the Billings City Council on this 22nd day of September, 2025.

CITY OF BILLINGS:

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/22/2025
Title:	Aggressive Driving and Excessive Vehicular Noise Reduction
Presented by:	
Department:	City Hall Administration
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Please see the attached proposed Council 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

Rupsis Council Initiative

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: RUPSIS

SHORT NAME OF INITIATIVE: AGGRESSIVE DRIVING AND EXCESSIVE VEHICULAR NOISE REDUCTION

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.)
I move that staff be directed to implement a program that uses a combination of legislative changes, environmental design, and technology to discourage and decrease aggressive driving and excessive vehicular noise throughout the city.

CITY STAFF OR DEPARTMENT POTENTIALLY IMPACTED BY INITIATIVE: Public Works, BPD

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:
Before Debi Meling's retirement

COSTS OTHER THAN STAFF TIME, IF ANY: Dependent on program design

PRIORITY RELATIVE TO EXISTING INITIATIVES (SEE LIST AVAILABLE FROM CITY ADMINISTRATOR): Public safety plus quality of life

ADDITIONAL INFORMATION OR COMMENTS:
Aggressive driving and excessive vehicular noise is a major quality of life issue in Billings and on the West End in particular. Existing attempts to quell the issue are primarily law enforcement focused and akin to playing whack-a-mole. Billings needs to get more serious about this issue. Potential options that we need to experiment with include, but are not limited to:

a) Ordinances specifically targeting aggressive driving and excessive vehicular noise,
b) Quiet Ride zones in residential areas along arterials (signage, increased fines for speeding and noise violations),
c) Use of Noise Radar systems (https://cowboystatedaily.com/2025/08/17/fed-up-with-loud-crotch-rockets-and-cars-cheyenne-council-to-crack-down),

d) Raised pedestrian crossings at roundabouts (to slow traffic entering, traveling through, and exiting roundabouts…pedestrian safety bonus),
e) Temporary road lane reductions (e.g., pinchpoints or chicanes) in areas with significant resident complaints to "train new behavior",
f) Speed limit reductions in residential areas along arterials, and
g) Use of cameras to send warnings to speeders and red-light violators,
h) Crash analysis committee to conduct root cause analysis on all significant crashes and report on environmental factors (including road design) contributing to the crash.

City Council Regular

Date:	09/22/2025
Title:	Codify HB 231 (2025) Levy Adjustments
Presented by:	
Department:	City Hall Administration
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Please see the attached proposed Council 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

Councilmember Rupsis's Proposed Council Initiative

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: RUPSIS

SHORT NAME OF INITIATIVE: CODIFY HB 231 (2025) LEVY ADJUSTMENTS

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.)
I move to instruct staff to bring forth an ordinance that describes the adjustments required under HB 231 (2025) and ensures the relative allocation of those adjustments across the various City funds remains consistent with voter-intent in future budget years.

CITY STAFF OR DEPARTMENT POTENTIALLY IMPACTED BY INITIATIVE: Legal, Finance

HAS COUNCIL MEMBER COMMUNICATED WITH CITY ADMINISTRATOR ABOUT THE INITIATIVE? YES NO

ESTIMATE OF APPROXIMATE STAFF AND COUNCIL TIME REQUIRED: 2 hours

APPROXIMATE TIMELINE FOR STAFF/DEPARTMENT ACTION: NEXT AVAILABLE BUSINESS MEETING

COSTS OTHER THAN STAFF TIME, IF ANY: None

PRIORITY RELATIVE TO EXISTING INITIATIVES (SEE LIST AVAILABLE FROM CITY ADMINISTRATOR):

ADDITIONAL INFORMATION OR COMMENTS:
PROPOSED LANGUAGE OF THE ORDINANCE FOLLOWS….

Resolution Amending Billings City Code Article 13-400

Whereas:

- The Billings City Charter, adopted in 1976, caps the general-purpose mill levy at 74 mills, requiring voter approval for any increase (Charter Article I, Section 1.02).
- Voters approved up to 10 mills for transit purposes in 1980 (Charter Article I, Section 1.03).
- Voters approved up to 5 mills in 1994 for the Parmly Billings Library (Charter Article I, Section 1.04).
- In 1998, voters phased in up to 20 mills for fire and police services (Charter Article I, Section 1.05).
- In 2020, voters authorized a 60mill levy for fire, police, and related public safety needs (Charter Article I, Section 1.05.1).
- In 2021, voters authorized 34 mills for police, fire, prosecution services, code enforcement, municipal court, mental health/substance abuse services, and related public safety (Charter Article I, Section 1.05.2).
- The 2025 Montana Legislature enacted property tax relief for residential property owners via HB 231 and SB 542, revising taxable rates for residential, commercial, and agricultural properties.
- The revised tax rates reduced the amount of tax generated by each levied mill from $269,424 to $228,938.
- The lower mill value would have reduced revenues under the voter-authorized levies by approximately $8.5M, requiring catastrophic reductions in City services.
- Section 29 of HB 231 modifies SB 542's provisions, specifically addressing Billings by requiring an override of mill levy caps to maintain revenue neutrality in FY 2026 while still providing property tax relief to residential property owners.
- In compliance, the Council will levy the required additional mills in FY 2026 to raise equivalent revenue to FY 2025, per the state law's override clause.
- The Council intends to uphold voter intent by maintaining the relative allocations of voter-authorized revenue across City functions in future budget years while not preempting future electoral decisions.

Now, therefore, be it resolved that:

Billings City Code—Article 13-400, Division 1, is hereby amended to read as follows:

Section 13-401. City Compliance with HB 231 (2025)

(a) To comply with the charter override provisions of HB 231 (2025), the City increases the voter-authorized mill levy maximums under Article I of the City Charter by the following amounts:

Charter Section	Charter Authorized Levy	HB 231 Increase
1.02 (General Purpose)	74 mills	+12.71 mills
1.03 (Transit)	10 mills	+1.71 mills
1.04 (Library)	5 mills	+0.86 mills
1.05 (Fire & Police)	20 mills	+3.41 mills

1.05.1 (Fire, Police & Public Safety)	60 mills	+10.22 mills
1.05.2 (Police, Fire, Prosecution, etc.)	34 mills (including 2 mills dedicated to crime prevention services)	+5.80 mills (including 0.34 mills dedicated to crime prevention services)
Total Mills	**203 mills**	**34.71 mills**

(b) After FY 2026, these additional mills are permissive, not mandatory, and the City is not required to levy the full amounts of either the Charter-authorized or the HB 231 required mills. If not fully levied in any year, the City may levy the full mills in future years.

(c) Any future voter-approved levy that amends the authorized amounts under Charter Sections 1.02, 1.03, 1.04, 1.05, 1.05.1, or 1.05.2 shall immediately nullify the corresponding increases under subsection (a).

Sections 13-402 through 13-410. Reserved