

****ATTENTION****

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

Citizens are invited to:

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

Citizens may submit public comment via the following methods:

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

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



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

REVISED 10/8/2025 - CLOSED EXECUTIVE SESSION ADDED
CITY COUNCIL
REGULAR BUSINESS MEETING

AGENDA

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

OCTOBER 13, 2025

5:30 P.M.

CALL TO ORDER: Mayor Cole

RECESS TO CLOSED EXECUTIVE SESSION (4:30 PM - 5:30 PM) - **Litigation Update

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Aspenlieder

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

MINUTES:

- September 8, 2025
- September 22, 2025

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 2 and 5 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard **ONLY** during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

1. **CONSENT AGENDA** -- Separations:
 - A. **Bid Awards:** None
 - B. **Contract** with Tyler Technologies for Public Safety software licenses and support.
 - C. **Purchase** six (6) ZOLL Cardiac Monitors for the Fire Department; ZOLL Medical Corporation.
 - D. **Billings Community Foundation Grant** for Fire Prevention and the Safety Squad Program.
 - E. **Montana Department of Environmental Quality (DEQ) Grant** for purchase of an Airport shuttle bus.
 - F. **Resolution** authorizing a permit for construction and maintenance of a pedestrian skyway at 1201 North Broadway.

G. Bills for the Weeks of:

1. September 2, 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. **HOME AND CDBG FUNDING** to Homewood and HomeFront for construction of LB Lofts affordable apartment housing. Community Development (CD) Board recommends approval.

Recommended Motion: I move to approve HOME and CDBG funding to Homewood and HomeFront for construction of LB Lofts affordable apartment housing, as recommended by the CD Board.

3. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings, Montana City Code (BMCC) Section 22-406, Removal of snow, ice, etc., from sidewalks. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance amending BMCC, Section 22-406, Removal of snow, ice, etc., from sidewalks, as recommended by staff.

4. **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.

5. **SOUTH BILLINGS BOULEVARD URBAN RENEWAL DISTRICT (SBBURD) WATER AND SEWER UTILITY CONNECTION PROGRAM.** South Billings Urban Renewal Association (SBURA) Board recommends approval.

Recommended Motion: I move to approve the SBBURD Water and Sewer Utility Connection Program, as recommended by SBURA Board.

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

COUNCIL INITIATIVES:

- Subdivision and Development Traffic Impact Study Requirement Modifications and Impact Fees (CM Aspenlieder)

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

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

*\*\* In the event there is a Closed Executive Session, the sole purpose is to discuss litigation strategy. The other parties to the case(s) discussed are not public bodies or associations as described in Section 2-3-203(1) and (2), MCA. The meeting is closed, as allowed by Section 2-3-203(4)(a), MCA, "to discuss a strategy to be followed with respect to litigation when an open meeting would have a detrimental effect on the litigating position" of the City of Billings.*

**City Council Regular**

**Date:** 10/13/2025  
**Title:** Tyler Technologies - 1 Year Contract for Public Safety Software Licenses & Support  
**Presented by:** Jeff Sprock, GIS Coordinator  
**Department:** Information Technology  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** NA

**RECOMMENDATION**

Staff recommend that City Council approve the renewal of Tyler Technologies' New World annual maintenance and support agreement for the period November 1, 2025, through October 31, 2026. This renewal maintains the software that our 9-1-1, Police, Fire, and Sheriff/Jail depend on to dispatch calls, view unit locations, run criminal-justice checks, manage records, and meet reporting requirements.

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

The City of Billings and Yellowstone County have jointly used Tyler Technologies' New World Systems public safety platform for over thirty years to support critical operations, including 9-1-1 dispatch, Police/Fire/Sheriff mobile, Police/Fire/Sheriff records, jail/corrections, field reporting, and required state/federal reporting. The City and County share annual support costs under a City-County Memorandum of Understanding (MOU). This renewal continues the existing arrangement.

**ALTERNATIVES**

City Council may:

- Approve the 1-year renewal of the Tyler Technologies software support agreement; or
- Not approve and provide direction. Non-approval risks service disruption and/or licensing non-compliance, for the City's and County's critical public safety functions--including 9-1-1 dispatch, records management, fire response, law enforcement operations, and jail services.

**FISCAL EFFECTS**

Annual Amount (Pro Forma): \$287,250.41

Final costs may reach up to \$320,000, depending on organizational need for additional ticketing and AVL licenses. If an updated pro forma is provided before Council approval, staff will provide the revised document with updated departmental allocations.

- Departmental allocations
  - Police Department: \$130,296.53
  - Fire Department: \$51,339.19
  - Communications Center: \$38,886.83
  - Sheriff's Department: \$34,940.58
  - Yellowstone County Jail: \$31,787.28

Budget: The annual licensing amount is included in departmental operating budgets; Yellowstone County shares costs pursuant to the City--County MOU for public safety software support.

This renewal reflects a continuation of ongoing costs already appropriated in the FY26 budget, with a standard 5% increase across most modules and a larger adjustment for Brazos licensing due solely to the additional licenses purchased during the past year.

Funding Source(s): City departments O&M; Yellowstone County per City--County MOU (public safety software support).

**Attachments**

Tyler Quote  
 Current software support agreement





**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

**Questions**  
 Tyler Technologies -  
 Phone: 1-800-772-2260 Press 2  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

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To: CITY OF BILLINGS POLICE DEPARTMENT  
 PO BOX 1178  
 BILLINGS, MT 59103-1178  
 United States

Ship To: CITY OF BILLINGS POLICE DEPARTMENT  
 PO BOX 1178  
 BILLINGS, MT 59103-1178  
 United States

| Customer Grp/No. | Customer PO# | Payment Terms | Currency Code | Ship Via | Salesperson Cd |
|------------------|--------------|---------------|---------------|----------|----------------|
| 1 49811          |              | Net 30        | USD           | ELEC     |                |

| Contract Date              | No. Item/ Description/ Comments                                                                                                                        | Quantity | U/M | Unit Price | Total Cost |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|------------|------------|
| Contract No.: Billings, MT |                                                                                                                                                        |          |     |            |            |
| 01/Oct/2021                | 4 Renewal:<br>Enterprise Fire Field Mobile with Advanced Mapping (CrewForce)<br>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months              | 25       | EA  | 111.04     | 2,775.94   |
| 10/Feb/2022                | 5 Renewal:<br>LE Accident Field Reporting (1 form)<br>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months                                        | 82       | EA  | 70.12      | 5,749.76   |
| 17/Feb/2022                | 6 Renewal:<br>LE Dispatch/Messaging/State/NCIC<br>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months                                            | 220      | EA  | 93.49      | 20,568.24  |
| 07/Mar/2022                | 7 Renewal:<br>Performance Dashboard<br>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months                                                       | 1        | EA  | 0.00       | 0.00       |
| 01/Apr/2022                | 8 Renewal:<br>LE Field Reporting (Federal Standard)<br>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months                                       | 111      | EA  | 93.49      | 10,377.61  |
| 22/Nov/2022                | 9 Renewal:<br>Enterprise Law Enforcement Field Mobile with Advanced Mapping (ShieldForce)<br>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months | 3        | EA  | 110.93     | 332.80     |
| 24/May/2023                | 10 Renewal:<br>In-Car Mapping / AVL<br>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months                                                       | 38       | EA  | 35.06      | 1,332.26   |
| 27/Dec/2023                | 11 Renewal:<br>Encoder Interface<br>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months                                                          | 1        | EA  | 3,272.22   | 3,272.22   |
|                            | 12 Renewal:                                                                                                                                            | 1        | EA  | 6,544.44   | 6,544.44   |



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**Questions**  
 Tyler Technologies -  
 Phone: 1-800-772-2260 Press 2  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

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| Contract Date | No. Item/ Description/ Comments                                                                                                     | Quantity | U/M | Unit Price | Total Cost |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------|----------|-----|------------|------------|
| 27/Dec/2023   | CAD CFS (xml) Export Interface<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                  |          |     |            |            |
| 13            | Renewal:                                                                                                                            | 1        | EA  | 2,804.76   | 2,804.76   |
| 18/Nov/2023   | Career Criminal Registry (parolee, sex offender)<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                |          |     |            |            |
| 14            | Renewal:                                                                                                                            | 1        | EA  | 19,745.73  | 19,745.73  |
| 18/Nov/2023   | MSP Multi-Jurisdictional Law Enforcement Records<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                |          |     |            |            |
| 15            | Renewal:                                                                                                                            | 1        | EA  | 13,556.34  | 13,556.34  |
| 18/Nov/2023   | MSP Fire Records Software<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                       |          |     |            |            |
| 16            | Renewal:                                                                                                                            | 1        | EA  | 2,337.30   | 2,337.30   |
| 18/Nov/2023   | Law Enforcement Records Management Data Mart/Includes 3-4 users<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b> |          |     |            |            |
| 17            | Renewal:                                                                                                                            | 2        | EA  | 701.19     | 1,402.38   |
| 18/Nov/2023   | Fire Records Management Data Mart<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                               |          |     |            |            |
| 18            | Renewal:                                                                                                                            | 11       | EA  | 93.49      | 1,028.41   |
| 18/Nov/2023   | Fire Dispatch/Messaging<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                         |          |     |            |            |
| 19            | Renewal:                                                                                                                            | 1        | EA  | 2,337.30   | 2,337.30   |
| 18/Nov/2023   | CAD Data Mart/Includes 3-4 users<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                |          |     |            |            |
| 20            | Renewal:                                                                                                                            | 1        | EA  | 7,011.90   | 7,011.90   |
| 18/Nov/2023   | Web CAD Monitor<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                                 |          |     |            |            |
| 21            | Renewal:                                                                                                                            | 1        | EA  | 4,207.14   | 4,207.14   |
| 18/Nov/2023   | Data Analysis/Management Reporting (FRMS)<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                       |          |     |            |            |
| 22            | Renewal:                                                                                                                            | 1        | EA  | 5,843.25   | 5,843.25   |
| 18/Nov/2023   | Data Analysis/Crime Mapping/Management Reporting (LERMS)<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>        |          |     |            |            |



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|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|------------|------------|
| 18/Nov/2023   | 23 Renewal:<br>NCIC Interface<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                                          | 1        | EA  | 14,491.26  | 14,491.26  |
| 18/Nov/2023   | 24 Renewal:<br>Equipment Tracking<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                                      | 1        | EA  | 4,207.14   | 4,207.14   |
| 18/Nov/2023   | 25 Renewal:<br>Pre-Arrival Questionnaire Interface<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                     | 1        | EA  | 3,272.22   | 3,272.22   |
| 18/Nov/2023   | 26 Renewal:<br>Gun Permits and Registrations<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                           | 1        | EA  | 2,804.76   | 2,804.76   |
| 18/Nov/2023   | 27 Renewal:<br>Field Investigations<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                                    | 1        | EA  | 2,804.76   | 2,804.76   |
| 03/Mar/2021   | 1 Renewal:<br>Drivers License Mag Stripe Reader/Barcode Reader Interface - Maintenance<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b> | 67       | EA  | 23.37      | 1,565.99   |
| 22/Jun/2021   | 2 Renewal:<br>CAD to CAD Interface<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                                     | 1        | EA  | 4,674.60   | 4,674.60   |
| 01/Oct/2021   | 3 Renewal:<br>Mobility Hosting Fee<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                                     | 1        | EA  | 3,339.00   | 3,339.00   |
| 18/Nov/2023   | 28 Renewal:<br>CAD AVL<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                                                 | 1        | EA  | 3,038.49   | 3,038.49   |
| 18/Nov/2023   | 29 Renewal:<br>CAD NCIC Interface<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                                      | 1        | EA  | 7,011.90   | 7,011.90   |
| 18/Nov/2023   | 30 Renewal:<br>Corrections Management Data Mart<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                        | 2        | EA  | 701.19     | 1,402.38   |



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|---------------|--------------------------------------------------------------------------------------------------------------------------------------|----------|-----|------------|------------|
| 18/Nov/2023   | 31 Renewal:<br>State Corrections Reporting<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                       | 1        | EA  | 6,076.98   | 6,076.98   |
| 18/Nov/2023   | 32 Renewal:<br>Public Safety Lineups/Mug Shots<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                   | 1        | EA  | 701.19     | 701.19     |
| 18/Nov/2023   | 33 Renewal:<br>Livescan Interface<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                | 1        | EA  | 3,272.22   | 3,272.22   |
| 18/Nov/2023   | 34 Renewal:<br>Case Management<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                   | 1        | EA  | 2,804.76   | 2,804.76   |
| 18/Nov/2023   | 35 Renewal:<br>MSP Corrections Management Software<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>               | 1        | EA  | 17,062.29  | 17,062.29  |
| 18/Nov/2023   | 36 Renewal:<br>NFIRS 5.0 Electronic Reporting<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                    | 1        | EA  | 6,076.98   | 6,076.98   |
| 18/Nov/2023   | 37 Renewal:<br>E-911 Interface<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                                   | 1        | EA  | 3,272.22   | 3,272.22   |
| 18/Nov/2023   | 38 Renewal:<br>Enterprise CAD Combined LE/Fire/EMS<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>               | 1        | EA  | 33,072.80  | 33,072.80  |
| 18/Nov/2023   | 39 Renewal:<br>Data Analysis/Management Reporting<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b>                | 1        | EA  | 3,272.22   | 3,272.22   |
| 18/Nov/2023   | 40 Renewal:<br>Enterprise Law Enforcement Mobile Server Software<br><b>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months</b> | 1        | EA  | 22,204.35  | 22,204.35  |
| 18/Nov/2023   | 41 Renewal:<br>Activity Reporting and Scheduling                                                                                     | 1        | EA  | 2,804.76   | 2,804.76   |



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| Contract Date     | No. Item/ Description/ Comments                                                                                | Quantity | U/M | Unit Price | Total Cost |
|-------------------|----------------------------------------------------------------------------------------------------------------|----------|-----|------------|------------|
|                   | Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months                                                      |          |     |            |            |
| 42<br>26/Feb/2024 | Renewal:<br>LE Field Reporting (Federal Standard)<br>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months | 17       | EA  | 93.49      | 1,589.36   |
| 43<br>30/May/2025 | Renewal:<br>REF License - MDC or TABLET<br>Cycle Start: 11/01/2025, End: 10/31/2026; Term: 12 months           | 60       | EA  | 420.00     | 25,200.00  |

Does not include any applicable taxes

Order Total: **287,250.41**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



### Support Amendment

This Support Amendment is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Billings, MT ("Client").

WHEREAS, Tyler and Client are parties to a Software License and Subscription agreement dated July 8, 2013 ("Agreement") under which Client licensed the software itemized therein; and

WHEREAS, Tyler and Client desire to update the maintenance and support services terms and reset the maintenance and support fees.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The term, as set forth in Exhibit C, the Standard Software Subscription Agreement (SSSA) of the Agreement, is hereby amended to commence on November 1, 2023 for a period of one (1) year. Thereafter, the term shall automatically renew for additional one (1) year terms, at our then current rates.
2. The software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
3. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.
4. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
5. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Sherry Clark  
Sherry Clark (429, 2023.08.31 CDT)

Name: Sherry Clark

Title: Group General Counsel

Date: 10/26/23

City of Billings, MT

By: William A. Cole  
2CA11D5423334EE...

Name: William A. Cole

Title: Mayor

Date: 11/18/2023





## Exhibit 1 Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on November 1, 2023 and remains in effect for one (1) year. The term will renew automatically for additional one (1) year term unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your maintenance and support fees for the initial term for the Tyler Software are hereby reset, and shall be invoiced in advance of November 1, 2023, in the amount of \$225,197. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 a) provide support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).  
  
b) emergency 24-hour per day telephone support, for Enterprise Public Safety CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Enterprise Public Safety CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services; and
  - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and

enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. **Hardware and Other Systems.** If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you; and
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. **Other Excluded Services.** Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. **Current Support Call Process.** Our current Support Call Process for the Tyler Software is provided as Schedule A to Exhibit 1.



**Exhibit 1**  
**Schedule A**  
**Support Call Process**

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at [www.tylertech.com/client-support](http://www.tylertech.com/client-support) for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.



The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

**City Council Regular**

**Date:** 10/13/2025  
**Title:** Purchase of Zoll Monitors  
**Presented by:** Sara Naylor  
**Department:** Fire  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends City Council approve the purchase of (6) Zoll X-Series Advanced Cardiac Monitors in the amount of \$282,181.48 from ZOLL Medical Corporation.

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

The Billings Fire Department currently operates nine Life Pak cardiac monitors on all front-line engines, trucks, and the regional response hazardous materials trailer. Three of these monitors are beyond service life, and the remaining six are in their final year of manufacturer support. These units are not compatible with other BFD medical technologies (e.g., Auto Pulse CPR devices), creating a failure point in the department's ALS system.

Replacement through the Emergency Equipment Replacement Fund alone would take five years, delaying upgrades while patients and firefighters remain at risk.

BFD wants to acquire six new Zoll cardiac monitor/defibrillators at an estimated cost of \$50,000 per unit through Source well/corporate purchasing agreements, ensuring cost savings over the \$75,000 Life Pak alternative. These monitors would be added to the complement of Zoll Cardiac monitors recently acquired and outfit all seven BFD engines--one per station--with advanced monitors and associated accessories.

The City Council approved \$300,000 in the Fire Department's FY26 operational budget for the purchase of these cardiac monitors.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

The Billings Fire Department FY26 operational budget will pay for the six Zoll X-Series Advanced Monitors

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**City Council Regular**

**Date:** 10/13/2025  
**Title:** Acceptance of Billings Community Foundation Grant  
**Presented by:** Sara Naylor  
**Department:** Fire  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

Approve acceptance of grant funds for Fire Prevention and the Safety Squad Program.

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

The Billings Fire Department has been awarded a \$5,000 grant from the Billings Community Foundation to support the Fire Prevention and Safety Squad program for the 2025--2026 school year. This award addresses a critical funding gap for student take-home safety items that reinforce life-saving fire safety lessons.

The Fire Prevention and Safety Squad visits 28 elementary schools across Billings, including School District 2, private, independent, and homeschools. Each year, the program reaches approximately 8,500 students in grades K--6, providing age-appropriate fire safety, injury prevention, and situational awareness education.

A proven element of the program is the distribution of take-home safety items (such as bracelets, stickers, or other reminders). These tangible tools act as memory aids, reinforcing classroom lessons and prompting safety discussions at home. Budget reductions have eliminated funding for these items, making the grant essential for program continuation.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

These funds will be used to ensure every participating student receives a take-home safety item reinforcing classroom fire safety education.

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**City Council Regular**

**Date:** 10/13/2025  
**Title:** DEQ Grant for Airport Shuttle  
**Presented by:** Paul Khera  
**Department:** Airport  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** 526011

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**RECOMMENDATION**

Use a Montana Department of Environmental Quality (DEQ) Grant to replace the airport's 34-year-old diesel shuttle bus with an electric bus.

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

The existing airport shuttle bus is 34 years old and has 433,735 miles. As a recipient of Volkswagen Mitigation Trust (EMT) funds, the airport can replace it with a DEQ-approved all-electric bus. The bus may be used to shuttle passengers during the use of the overflow parking lot, for the transport of passengers during a flight diversion, during aircraft emergencies for transport of passengers and/or victims, and to transport individuals on airport tours.

**ALTERNATIVES**

City Council may:

- Approve; the use of the Montana DEQ grant to purchase a DEQ-approved all-electric bus that serves the airport needs or,
- Not Approve, forego the grant money, and continue to use a 34-year-old diesel-powered bus.

**FISCAL EFFECTS**

The vehicle will cost \$321,850, for which 85% of the cost is covered by a DEQ Montana Energy Office Grant of \$272,575. The airport will cover the remaining cost of \$48,275 through airport revenues. This is a budgeted item that is expected to save the airport operational and maintenance costs.

**SUMMARY**

Staff recommends purchase of the electric bus using a \$275,575 Montana DEQ grant.

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**Attachments**

Cover Sheet  
Clean Bus

| <b>DEQ CONTRACT COVERSHEET</b>                                                                                                                                    |                                                                                                                                                                         |                                                                                                 | Date: <b>08/05/2025</b>                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contract No.:</b> 526011                                                                                                                                       | Task Order No.:                                                                                                                                                         | Modification No.:                                                                               |                                                                                                     |
| Federal Grant / Catalog No.: / (Required if federally funded)                                                                                                     |                                                                                                                                                                         |                                                                                                 |                                                                                                     |
| <b>Requestor:</b> Neal Ullman (Contract/Project Manager) 444-6582 (Phone No)                                                                                      |                                                                                                                                                                         | Program: 50                                                                                     |                                                                                                     |
| <b>Return Documents To:</b> Designated Contact Person for Program                                                                                                 |                                                                                                                                                                         | Bureau: Energy                                                                                  |                                                                                                     |
| Program: Vicki Clem (Designated Contact) 444-2929 (Phone No)                                                                                                      |                                                                                                                                                                         | Division: AEMD                                                                                  |                                                                                                     |
| Contract Purpose: Replacing old, high-polluting diesel shuttle bus.                                                                                               |                                                                                                                                                                         |                                                                                                 |                                                                                                     |
| Procurement Justification: Request for applications                                                                                                               |                                                                                                                                                                         |                                                                                                 |                                                                                                     |
| <b>OVER \$200,000 - complete the following:</b>                                                                                                                   |                                                                                                                                                                         |                                                                                                 |                                                                                                     |
| Requires OBPP Approval <input type="checkbox"/>                                                                                                                   | Approvals Received:                                                                                                                                                     | Director Approval <input checked="" type="checkbox"/><br>OBPP Approval <input type="checkbox"/> | Per Signature (Req. Form) <input checked="" type="checkbox"/><br>Per Email <input type="checkbox"/> |
| <b>Attach both Requisition Form and OBPP Approval Email</b>                                                                                                       |                                                                                                                                                                         |                                                                                                 |                                                                                                     |
| Previously Approved by OBPP <input checked="" type="checkbox"/>                                                                                                   | <input checked="" type="checkbox"/> Original Requisition Form & OBPP Approval Email attached<br><b>Attach copy of original Requisition Form and OBPP Approval Email</b> |                                                                                                 |                                                                                                     |
| <b>Contractor Information:</b> (X the box for type of contractor.)                                                                                                |                                                                                                                                                                         |                                                                                                 |                                                                                                     |
| <input type="checkbox"/> Owner                                                                                                                                    | <input type="checkbox"/> LLC                                                                                                                                            | <input type="checkbox"/> Partnership                                                            | <input type="checkbox"/> Corp                                                                       |
| <input type="checkbox"/> Non-Profit                                                                                                                               | <input type="checkbox"/> Education Entity                                                                                                                               | <input checked="" type="checkbox"/> Gov't Entity                                                |                                                                                                     |
| Company: <b>City of Billings-Logan International Airport</b>                                                                                                      |                                                                                                                                                                         |                                                                                                 |                                                                                                     |
| Address: <b>1901 Terminal Circle</b>                                                                                                                              |                                                                                                                                                                         |                                                                                                 |                                                                                                     |
| City/State/Zip: <b>Billings, MT 59101</b>                                                                                                                         |                                                                                                                                                                         | **Tax Id No.: <b>81-6001237</b>                                                                 |                                                                                                     |
| Signatory: <b>Chris Kukulski</b>                                                                                                                                  |                                                                                                                                                                         | Title: <b>City Administrator</b>                                                                |                                                                                                     |
| <b>Recipient Name/Email: kukulskic@billingsmt.gov</b>                                                                                                             |                                                                                                                                                                         |                                                                                                 |                                                                                                     |
| Start Date: <b>Upon Signature</b>                                                                                                                                 | End Date: <b>20 months upon execution</b>                                                                                                                               | Account Code: 62169                                                                             |                                                                                                     |
| Organizational Units*                                                                                                                                             | Fiscal Year: <b>2026</b>                                                                                                                                                | Fiscal Year:                                                                                    | Fiscal Year:                                                                                        |
| ORG: 591411/08216/435V1                                                                                                                                           | Amount: \$273,572.00                                                                                                                                                    | Amount: \$                                                                                      | Amount: \$                                                                                          |
| ORG:                                                                                                                                                              | Amount: \$                                                                                                                                                              | Amount: \$                                                                                      | Amount: \$                                                                                          |
| ORG:                                                                                                                                                              | Amount: \$                                                                                                                                                              | Amount: \$                                                                                      | Amount: \$                                                                                          |
| *Please use form: <a href="H:\FORMS\CSD\ContractForms\coversheet-more-ORGS.doc">H:\FORMS\CSD\ContractForms\coversheet-more-ORGS.doc</a> if more ORGs are required |                                                                                                                                                                         |                                                                                                 |                                                                                                     |
| <b>TYPE OF MODIFICATION:</b>                                                                                                                                      | <input type="checkbox"/> Date Change                                                                                                                                    | <b>Contract Total (with mods): \$273,572.00</b>                                                 |                                                                                                     |
| <b>Funding:</b>                                                                                                                                                   | Change to Funding: \$                                                                                                                                                   |                                                                                                 |                                                                                                     |
| <input type="checkbox"/> Increase                                                                                                                                 | <input type="checkbox"/> Decrease                                                                                                                                       | <input type="checkbox"/> Other (Language   Terms & Conditions)                                  |                                                                                                     |

**PROGRAM/LEGAL/DIVISION APPROVALS**

| DocuSigned by:                                             | Date       | DocuSigned by:                                                | Date       |
|------------------------------------------------------------|------------|---------------------------------------------------------------|------------|
| <br>8AC2A5B8BF9D4AB...<br>Project Manager/Officer          | 08/07/2025 | <br>9C8C28D73EBB476...<br>Fiscal Officer / Contracts Reviewer | 08/06/2025 |
| <br>50ABF3E208F74D4...<br>Supervisor                       | 08/07/2025 | <br>97B03A9D7ECC4E3...<br>Division Administrator              | 08/08/2025 |
| <br>8E1D7DABE07D4AE...<br>Bureau Chief / Authorizing Agent | 08/07/2025 | <br>CB4893424BCA93F...<br>Financial Analyst                   | 08/07/2025 |
| <br>0136067AD0A4441...<br>DEQ Legal Counsel                | 08/07/2025 |                                                               |            |
|                                                            | Date       | DEQ Contracts Officer (Transmittal Copy Only)                 | Date       |

**FSB/Contractor Transmittal Dates Available in MTPi under "Date Tracking Tab"**



Montana Department of Environmental Quality

# \$200,000 and Higher PURCHASE REQUISITION

**INSTRUCTIONS: Complete this form and email it to the APO. Include names of who needs to sign.**

**Date:** June 6, 2025  
**Unit/Bureau:** Energy  
**Division:** AEM  
**Estimated Total Contract Value:** \$273,572.00  
**Funding Source:** Volkswagen Environmental Mitigation Trust  
**Federal Grant No.:** N/A **Federal Agency:** N/A  
**Intended Solicitation Method:** RFA

**Brief Project Name:** City of Billings-Logan Internation Airport shuttle bus replacement project  
**Meets program/agency statutory requirement:**  Yes  NO  
 If no, explain why below in "Additional Comments"  
**Can service be provided in-house?**  Yes  NO  
**Intended payment method:** Reimbursement

**In accordance with internal procedures, identify authorizations:**

Fiscal/Budget Analyst: Megan Robinson

Division Approval: Dan Walsh

**Is this a New Purchase/Service Request?**

**Yes**  
 If "Yes", complete the remainder of form and submit to Procurement staff.

**No**  
 If no, identify the following, complete the form, and submit it to Procurement staff.  
 Is funding being increased?  Yes  No  
 Is this prompted by a Change Order as allowed in the Scope of Work?  Yes  No  
 Is this a contract renewal (extension):  Yes  No

**DESCRIPTION OF SERVICES/CHANGE ORDER:** The Montana Department of Environmental Quality (DEQ) published a Request for Applications (RFA) to public and private entities to fund eligible projects that will reduce mobile emissions of nitrogen oxides (NOx). This RFA was issued in accordance with the Volkswagen Environmental Mitigation Trust (EMT) Agreement for State Beneficiaries. Montana is a beneficiary of the EMT, and the DEQ was designated as the lead agency to administer funds allocated to Montana. The purpose of the EMT is to fund actions with the goal of achieving reductions of NOx emissions. NOx is a family of poisonous gases that form when diesel and other fuel is burned at high temperatures. NOx pollution has been shown to irritate human respiratory function, exacerbate asthma conditions, and increase susceptibility of people to respiratory infections.

Through this RFA, DEQ awarded \$273,572.00 to fund the replacement of an older diesel shuttle bus with a new electric-powered shuttle bus for the City of Billings-Logan International Airport. DEQ is seeking OBPP approval for this project.

**PROCUREMENT JUSTIFICATION** (NOTE-This is the MCA, ARM, Delegation Authority, Contract section authorities. Do not include project description here.) DEQ complied with state procurement laws in publishing the RFA and awarding contracts under the RFA. The RFA included specific evaluation criteria to ensure a fair and equitable distribution of the available funding. The funding for this project is from a previous \$200,000 Requisition of \$7,392,000 approved by DEQ and OBPP on October 12, 2021.

**Total Contract Value Explanation** (provide additional information to address potential issues.

I certify the funds are available and obligated OR if applied for a grant that the State has reasonable assurance of receiving the funding.

Signed by: Megan Robinson 06/17/2025  
0B4856121B0A16F...  
 Fiscal/Budget Analyst Date

I certify the items and/or Services specified in this requisition are absolutely necessary; that they are to be used for the benefit of the State of Montana; that there are proper authority of law and sufficient funds for this purchase; and that this purchase will not result in any request for additional funds from the Legislature.

Signed by: Dan Walsh 06/19/2025  
97B03A9D7ECC4E5...  
 Division Approval Date

Requisitions for a new solicitation and/or modification of existing Contract with estimated Total Contract Value over \$100,000 require Senior Leadership approval.

Signed by: James Felner, Deputy Director 06/20/2025  
C820D2E866C746F...  
 Deputy Director Approval Date

Requisitions for a new solicitation and/or modification of existing Contract with estimated Total Contract Value over \$200,000 require Office of Budget and Program Planning approval.

Signed by: Amy Sassano, OBPP Deputy Budget Director 2025  
0B86F9E83D2B4BF...  
 OBPP Approval Date

## **FY26 CLEAN TRUCK, BUS AND AIRPORT EQUIPMENT GRANT Contract NO. 526011**

This Contract No **526011** is hereby made between **City of Billings-Logan International Airport** (Contractor) and the **Montana Department of Environmental Quality** (DEQ) for the purpose of replacing an old, high-polluting diesel shuttle bus funded under this Contract. This Contract is issued in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, Chapter 5. The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

### **SECTION 1. EFFECTIVE DATE AND DURATION**

Performance of the Contract shall take effect on the date of final signature (execution date) and terminate 20 months after execution date. The services provided pursuant to Section A of Attachment A must be completed except for the assurances provided in Section A.2. of Attachment A, which is a continuing obligation, unless this Contract is terminated or modified as provided herein.

### **SECTION 2. SERVICES**

Contractor shall follow all directions set forth in Attachment A: Scope of Work.

### **SECTION 3. CONSIDERATION/PAYMENT**

A. In consideration of services rendered pursuant to this Contract, the value of which constitutes good and sufficient consideration, DEQ agrees to reimburse Contractor 85% of the total cost for the purchase of one (1) new electric shuttle bus up to a maximum of \$273,572.00. Contractor agrees to provide at least 15% of the total shuttle bus cost for the shuttle bus as match towards the purchase.

1. Subject to DEQ approval of the documentation required under Attachment A, paragraph A, DEQ shall reimburse Contractor within 30 days after receipt and approval of said documentation.
2. This Contract is funded through the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia.

### **SECTION 4. ACCOUNTING, AUDITING AND RETENTION OF RECORDS**

A. Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be capable of allocating costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts, and Contractor shall so allocate all such costs accordingly.

B. DEQ, the Legislative Auditor, the Legislative Fiscal Analyst, the Wilmington Trust, or their authorized agents, have the right of access to accounting records of Contractor for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor shall maintain the records at the address of its Contract Manager (CM) in Section 14 and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under paragraph IV.E. This Contract may be terminated by DEQ upon any refusal of Contractor to allow access to such records (§18-1-118, MCA).

C. Contractor shall disclose all information and reports resulting from access to the records maintained in paragraph IV.A to any of the agencies referred to in paragraph IV.B.

D. Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.

E. All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion

of any litigation, claim, audit or exception relating to this Contract taken by DEQ or a third party. Contractor may not destroy any records without first offering the records to DEQ.

F. In the event that an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor shall correct the areas of non-compliance within six months after DEQ receives the audit report.

#### **SECTION 5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this contract, other than services related to the purchase and installation of the infrastructure, without the State's prior written consent. Any subcontracting of services under this Contract, must be done in a competitive manner. Contractor is responsible to DEQ for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and DEQ under this contract.

#### **SECTION 6. DEFENSE/INDEMNIFICATION/HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the State and its elected and appointed officials, agents, and employees, from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

#### **SECTION 7. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of this contract. **Upon expiration of insurance coverage or exemption, a renewal document must be sent to the Montana Department of Environmental Quality, Attention Rebecca Gregg, Financial Services Bureau, PO Box 200901, Helena, MT 59620, upon expiration.**

#### **SECTION 8. COMPLIANCE WITH LAWS**

Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, 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. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

#### **SECTION 9. CONTRACT OVERSIGHT**

A. **Right to Assurance.** If the State, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the State may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the State's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

B. **Stop Work Order.** The State may, at any time, by written order to Contractor, require Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the State after the order is delivered to Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

#### **SECTION 10. CONFLICT OF INTEREST**

For the purposes of the Montana Code of Ethics, Contractor and each of its employees and subcontractors, is a "public employee" for the purposes of this Section. As such, Contractor and each of its employees and subcontractors is subject to the requirements of Title 2, Chapter 2, MCA, regarding conflicts of interest, including but not limited to sections §2-2-104, §2-2-105, §2-2-121, and §2-2-201, MCA.

Contractor shall notify the State of any actual, apparent, or potential conflict of interest with regard to any individual working on a work assignment or having access to information regarding a subcontract. Notification of any conflict of interest (which are defined as the same types of relationships as organization conflicts of interest, but applicable to an individual). If a personal conflict of interest exists, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work that created the conflict-of-interest situation.

Contractor certifies that it has identified all current employees and proposed subcontractor's employees that will perform work under this Contract and that have worked for the State in the last two years prior to submitting the solicitation request which resulted in the award of this Contract. Contractor further certifies that no former employee of the State of Montana or local government may work under this Contract for a period of twelve months after voluntary termination of public employment, if by working under the Contract the employee will take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee's public employment.

#### **SECTION 11. CONTRACT TERMINATION**

A. **Termination for Cause with Notice to Cure Requirement.** Either party may terminate this Contract in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving the other party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

B. **Reduction of Funding.** In accordance with §18-4-313(4), MCA, DEQ must terminate this Contract if funds are not appropriated or otherwise made available to support DEQ's continuation of performance of this Contract in a subsequent fiscal period. If state or Settlement funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial Contract payment level or any Contract increases to that initial level) in subsequent fiscal periods, DEQ shall terminate this Contract as required by law. DEQ shall provide Contractor the date DEQ's termination shall take effect. DEQ shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, DEQ shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date DEQ's termination takes effect. This is Contractor's sole remedy. DEQ shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

C. **Bankruptcy or Receivership.** Voluntary or involuntary bankruptcy or receivership by Contractor may be cause for termination.

D. Any termination of this Contract is subject to the exception that Section 4 (ACCOUNTING, AUDITING AND RETENTION OF RECORDS), relating to retention of and access to records, must remain in effect.

## **SECTION 12. EVENT OF BREACH-REMEDIES**

A. **Event of Breach.** Any one or more of the following acts or omissions of Contractor shall constitute an event of breach:

- a. Products or services furnished by Contractor fail to conform to any requirement of this contract; or
- b. Failure to submit any report required by this contract; or
- c. Failure to fulfil any of the other covenants and conditions of this contract, including beginning work under this contract without prior State approval.

B. **Actions in Event of Breach.** Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- a. Give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- b. Treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

## **SECTION 13. FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five (5) working days after the onset. If the notice is not provided within the five (5) day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

## **SECTION 14. CONTRACT MANAGERS**

Contractor's liaison to DEQ for purposes of this Contract is **Jeff Roach** or successor at Contractor's address **1901 Terminal Circle, Billings, MT 59101** Phone: **406-657-8495**, e-mail: [roachj@billingsmt.gov](mailto:roachj@billingsmt.gov). DEQ's liaison to Contractor for purposes of this Contract is Neal Ullman or successor at DEQ's Energy Bureau, PO Box 200901, Helena, Montana 59620, phone (406) 444-6582, e-mail [Neal.Ullman@mt.gov](mailto:Neal.Ullman@mt.gov). Either party's contract manager may reach out with questions and/or status updates at will.

## **SECTION 15. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

A declaration by any court or any other binding legal source that any provision of the Contract is illegal, and void shall not affect the legality and enforceability of any other provisions of the Contract, unless the provisions are mutually and materially dependent.

**SECTION 16. TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-\*148, 124 Stat. 119].

**SECTION 17. PERSONAL PROPERTY TAX**

All personal property taxes will be paid by Contractor.

**SECTION 18. SCOPE, AMENDMENT AND INTERPRETATION**

A. This Contract consists of five (5) numbered pages, DEQ-RFP2025-0185, and Attachments A-Scope of Work and Attachment B-Contractor’s Application Response. In the case of dispute or ambiguity about the minimum levels of performance by Contractor to fulfill this Contract, the order or precedence of document interpretation is as follows: 1) amendments to this Contract, 2) this Contract, 3) Attachment B, 4) Attachment A, and 5) solicitation. A copy of the original has the same force and effect for all purposes as the original. Any enlargement, alteration, or modification requires a written amendment signed by both parties.

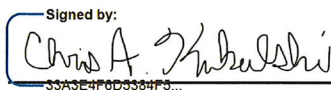
**SECTION 19. EXECUTION**

To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set out below.

**CITY OF BILLINGS**

08/09/2025

DATE


Signed by:  
  
33A3E4F6D0384F3...

**CHRIS KUKULSKI, City Administrator**  
PO Box 1178  
Billings, MT 59103  
FEIN- 816001237

**MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY**

08/11/2025

DATE

DocuSigned by:  
  
20E3050F08C140F...

**REBECCA GREGG, Contracts Officer**  
Financial Services Bureau  
PO Box 200901  
Helena, MT 59620-0901

**Approved as to Legal Content:**

08/07/2025

DATE

DocuSigned by:  
  
0130067AD0A4441...  
DEQ Attorney

**ATTACHMENT A: SCOPE OF WORK**

As a recipient of Volkswagen Environmental Mitigation Trust (EMT) funds, the Contractor shall complete the following tasks by the deadline stated in Contract Section 1, Effective Date and Duration or as otherwise provided within the Contract.

A. Contractor shall do the following:

1. Replace the following shuttle bus. The Contractor shall purchase the new electric shuttle bus through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application. The shuttle bus being scrapped and replaced is:  
Make/Model/Year: TMC/T70206/1991  
VIN: 1TUPDT9A2MR828357
2. Ensure that for its minimum five-year lifespan, the shuttle bus purchased with funding under this Contract is used only by the Contractor.
3. As soon as practicable, provide DEQ with the following:
  - a. Copies of the title of the old shuttle bus showing the VIN
  - b. Photos of the old shuttle bus VIN plate with the gross vehicle weight rating (GVWR).
4. Provide copy of the shuttle bus Purchase Order (PO), including the line-item sheet, sent by the shuttle bus manufacturer noting estimated delivery of the purchased shuttle bus on or before Contract end date.
5. Upon manufacturer's delivery to Contractor of the new shuttle bus, provide DEQ with copies of the bills of lading, reflecting total amount of the purchases, including line-item sheet indicating item-by-item pricing, and actual date(s) of delivery to the Contractor. The line-item sheet must include the model years and vehicle Identification Numbers (VIN) of the purchased shuttle bus. The line-item sheets must also clearly identify the model, gross vehicle weight rating and horsepower.
6. Provide a copy of the invoices from the vendor showing total shuttle bus purchase price (for each shuttle bus).
7. Provide DEQ with photographic (color electronic images are sufficient) evidence of the new shuttle bus, shuttle bus serial/identification number, shuttle bus production date, shuttle bus VIN plate, title or proof of ownership, and interior views, and side and front views showing the shuttle bus number and license (if available at the time of photographing). Said written and photographic verification must be submitted to DEQ before final payment is processed.
8. Provide DEQ with documentation that shows Contractor complied with the RECYCLING/SCRAPPAGE requirements. This includes the method used to recycle the replaced shuttle bus. Contractor must submit written and photographic verification of the shuttle bus disposal process that includes the engine serial number and chassis vehicle identification numbers (VIN) of the shuttle bus to be recycled described in Section A.1 of Attachment A, and the Certificate of Engine/Chassis Destruction with this information. Said written and photographic verification must be submitted to DEQ before final payment is processed.
9. Notify DEQ immediately should the Contractor receive notice of a significant delay in the delivery of the shuttle bus that will impact completion of tasks required by this section, and work with shuttle bus manufacturer and DEQ to resolve any issues to the satisfaction of Contractor and DEQ. DEQ will issue a modification to formalize the delay and new anticipated delivery date. No related cost increases will be passed on to/requested from the State. The same completion deadlines once received apply as if the vehicles were on time. The State reserves the right to require Contractor to provide supporting justification documentation for extension requests.
10. Contribute matching funds equal or greater than 15% of the total shuttle bus cost for the shuttle bus shown on the final invoice.
11. Comply with all applicable federal and state laws, executive orders, regulations, and applicable written policies in performance of services under this Contract.

12. Contractor and any subcontractors must have a current contractor registration profiles in the System for Award Management (SAM <https://www.sam.gov/SAM/>), [formerly the Central Contractor Registration – CCR] for the duration of this Contract.

B. Upon request, DEQ will provide consultation to Contractor concerning the subject matter of this Contract. Questions during the Solicitation phase MUST be submitted through the Q&A Board. Failure to do so is the Applicant's sole risk. No material changes will be considered during contract negotiation.

C. Both parties agree that Contractor shall have control over the disposition of the shuttle bus at the conclusion of the shuttle bus typical lifespan and that the requirements outlined in Section A no longer applies.

**ATTACHMENT B: CONTRACTOR'S APPLICATION RESPONSE**



**Clean Truck, Bus & Airport Equipment  
Truck & Bus Application Form**

**Instructions**

This Application Form supplements the Clean Truck, Bus & Airport Equipment Request for Applications (RFA). The RFA includes detailed information about project and application eligibility, funding schedule, cost-share and scoring criteria.

Applicants must complete and upload this form to the Supplier's Attachments page of the eMACS event by 2:00pm Mountain time on the application deadline.

- 1) Completed DEQ Clean Truck, Bus & Airport Equipment application form with signature of individual from the lead applicant responsible for authorizing and overseeing completion of the project. Proposals that do not use the DEQ application form will not be considered for funding.
- 2) Letter(s) of Commitment from the applicant demonstrating assurance that project will operate primarily in Montana (i.e., for at least half of its operating time/mileage) and for at least five years.
- 3) Letter(s) of Commitment for match from the applicant and from additional project funding partners (if applicable), who will provide necessary matching funds for the project.
- 4) Copy of existing vehicle title, including model year and VIN.
- 5) A clear, legible photo of the engine label that captures the engine make, model, year, horsepower, serial number and engine family name for each vehicle proposed for replacement.
- 6) A clear, legible photo of the VIN plate (if applicable) that includes VIN and gross vehicle weight rating (GVWR) for each vehicle proposed for replacement. If a VIN plate is not available, provide documentation of the GVWR.
- 7) Three different bids for the replacement vehicle. If you are not able to provide three bids, please include a written explanation of the reason why.

**Applicant Information**

Organization Name: City of Billings Logan Int'l Airport     Government     Nongovernment

Mailing Address: 1901 Terminal Circle, Room 216

City: Billings    County: Yellowstone    State: Montana    Zip Code: 59101

Employer/Taxpayer ID (EIN/TIN): 81-6001237    UEI (from SAM.gov): UJZCNRD8UUH5

Authorized Representative Name: Jeff Roach    Title: Dir. of Aviation & Transit

E-mail: roachj@billingsmt.gov    Phone: 406-657-8495

Alternate Representative Name: Shane Ketterling    Title: Ass't Dir. of Aviation

E-mail: Ketterlings@billingsmt.gov    Phone: 406-657-8495

Is your organization/entity submitting more than one application for vehicle replacements?

Yes  No     If yes, how many? 2

**Project Information**

**Existing vehicle**

Type: Transit Bus Make: TMC Model: T70206 Year: 1991  
 VIN: 1TUPDT9A2MR828357 GVWR: 36,000 lbs Fuel Type: Diesel  
 Fuel Usage/Year: 500 Gal. Annual Mileage or Hours Used: >2300 Hrs  
 Total Mileage (Odometer or hour reading): 433,735 (Bus Projects Only) Annual Ridership >3250  
 Estimated hours operated/year including idle hours: >2300  
 Estimated remaining life, in hours & years: 0

**Existing Engine**

Type: Diesel Make: Detroit Model: 6V92 Year: 1991 Serial/ID# 6VF190374  
 Horsepower: 253

**New vehicle**

Type: Shuttle Bus Make: Northwest Bus Model: Endera Year: 2025(quote)  
 GVWR: 14,500 Fuel Type: Electric

**New Engine**

Type: Electric Make: Not Specified Model: Not Specified Year: 2025 (Quote) Horsepower: Not Specified

**Cost**

Total vehicle Cost: 321,850 Total Funding Requested: 273,575  
 Percentage of Funding Requested of Total Project Cost: 85%  
 Total Infrastructure Cost (if applicable): N/A  
 Total Infrastructure Funding Requested: N/A

**Description of Proposed Project**

Responses to the following questions will be used to evaluate and score this application. Incomplete applications will not be evaluated. The Project Scoring Criteria Matrix is in Section 3 of the Clean Truck, Bus & Airport Equipment RFA.

A. **NOx emissions** – Please provide an estimate of the remaining useful life of the existing vehicle/AGSE, and emission calculation methodology explaining the annual NOx emissions reductions that will occur through the implementation of the proposed project. Projects achieving the greatest NOx emission reductions over the first five years of operation will receive priority over projects with lesser emissions reductions. Tools that can calculate annual NOx reduction estimates include Argonne National Lab’s AFLEET tool located at: [https://greet.es.anl.gov/afleet\\_tool](https://greet.es.anl.gov/afleet_tool) and the EPA’s Diesel Emissions Quantifier located at <https://cfpub.epa.gov/quantifier/>. (150 points)

The current thirty-eight passenger bus (1740) is in excess of thirty-five years old. As such, it is in very poor condition. No improvements or other modifications to the power train or emissions systems have ever been performed over the entirety of its life. There is no cost benefit to an engine replacement as other sub-assemblies of the vehicle are in similarly poor condition. By replacing the current vehicle with a smaller twenty (est.) passenger electric bus the emissions

**B. Achieving long-term air quality benefits for the greatest number of Montanans** – Priority will be given to projects operating within counties that include areas that are currently in non-attainment, maintenance, or high risk for pollutants associated with mobile sources under the National Ambient Air Quality Standards (NAAQS); counties with the highest mobile-source NOx emission rankings for Montana as provided in the 2020 National Emissions Inventory (2020 NEI); and/or areas that are eligible for designation as a Class I area. See Appendix A for a listing of priority air quality counties and areas. (150 points)

Yellowstone County is listed in the grant application Appendix A as an affected county. Yellowstone County is the number one county in Montana for mobile on-road highway NOx emissions making this a sensitive area and with a sensitive population. In addition, Yellowstone County is number four MT County for off Highway NOx emissions. Yellowstone County is an air quality high priority “maintenance area” for CO pollutants, and SO2 pollutants associated with

**C. Investing in clean alternative fuels/infrastructure** – Projects proposing to replace an older vehicle with an alternate fuel or all-electric vehicle will be given priority over proposals to replace diesel with diesel. (100 points)

Our intention in pursuing this grant is to replace the current bus with a like or similar electric shuttle. The existing bus and the new bus, if approved, are essential for the Airport especially regarding aircraft emergency response for the potentials of: transporting accident casualties en masse to medical facilities, transporting passengers parked or located remote from the Terminal, and as a first responder rehabilitation enclosure in inclement weather. Further, from

**D. Reducing diesel emission exposure of sensitive populations** – Priority will be given to projects operating in proximity to sensitive populations that may bear a disproportionate burden associated with high concentrations of diesel emissions. Please provide documentation of the proposed project location (e.g., map showing vehicle route or address of vehicle/AGSE storage/operational location). DEQ staff will evaluate proximity of the proposed project location to sensitive populations using the U.S. Environmental Protection Agency EJSCREEN tool (<https://ejscreen.epa.gov/mapper/>) for diesel particulate matter exposure, on a Montana-based percentile scale (“Compare to state”) (Select “Environmental Justice Indexes” then “Diesel Particulate Matter”). (100 points)

(See Attached mapping from <https://ejscreen.epa.gov/mapper/>) The Billings Logan Int'l Airport is located in the center of Billings on a rim top. While not depicted on the attached map as being impacted, it is unclear what the influence of the aviation and ground operational has on nearby community sectors. Due to this proximity to the City, the inherent nature of aviation activity and the operational requirements dictated by the Federal Aviation Administration, a

**E. Project timeline** – Provide a proposed schedule detailing the steps necessary for completing the project including expected dates for key project milestones such as ordering and delivery of the new vehicle, scrapping the old vehicle, and when the new vehicle is expected to begin service. All project milestones must be completed within 20 months of the grant agreement/contract execution date. If requesting an all-electric or fuel cell vehicle, provide information about the required charging or fueling infrastructure and indicate if that infrastructure is in place or provide the installation timeline. (50 points)

Due to the time-line for submission for this grant, the expected issuance of a purchase order will likely occur after the beginning of the fiscal 2026 budget and also taking into consideration the DEQ time to approve any grant possibilities. Lead and production times are subject to terms of the eventual contract with a manufacturer but is likely to be twelve to eighteen months minimum, from time of order to delivery. Scrapping of the existing bus can occur within thirty days from

| Milestones                                                                                                   | Proposed Completion Date | Notes                                                                                      |
|--------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------------------------------------------------------------------|
| Purchase order issued for new vehicle                                                                        | Aug. 1, 2025             | After commencement of 2026 Fiscal Year                                                     |
| Delivery of new vehicle                                                                                      | Dec. 31, 2026            | Dependent on Manufacturer lead time and production cycle                                   |
| Existing vehicle scrappage with required documentation (scrappage requirements listed in Section 2.E of RFA) | Feb. 2027                | The intention is to disable and prepare for scrap as soon as practical, post in-service EV |
| New vehicle begins service                                                                                   | Jan. 2027                | Dependent on delivery inspections and acceptance                                           |
| Reimbursement request with required documentation                                                            | Feb. 2027                | Once all documentation has been collected and prepared                                     |

F. **Project budget** – Detailed cost estimates for preferred vendor and any other purchase costs associated with the project to be paid by the applicant or with the requested funding. (50 points)

|                                                                       | Total Project Cost | Total Funding Request | Request Percentage of Total Project Cost | Cost Share from Applicant | Percentage Cost Share from Applicant |
|-----------------------------------------------------------------------|--------------------|-----------------------|------------------------------------------|---------------------------|--------------------------------------|
| Vehicle replacement                                                   | 321,850            | 272,575               | 85%                                      | 48,275                    | 15%                                  |
| Electric vehicle or fuel cell charging infrastructure (if applicable) |                    |                       |                                          |                           |                                      |

\* Use N/A for any fields that are not applicable to this project.

G. **Maintenance plan** – Plan for ongoing maintenance of the new vehicle that details resources and/or personnel that will be utilized for both regular service and emergency repairs. (50 points)

The Billings MET Transit has training and experience with electric vehicles, which a portion of this knowledge can be transferred to the Airport in the way of assistance and guidance with the electric vehicle. All routine maintenance activity will be conducted on premises at the Airport via qualified Airport mechanic staff. As part of the EV bus pricing, a formal manufacturer training course on service, repair, and parts is included. +

H. **Previous funding** – Did applicant or project partner receive funds from DEQ in previous DEQ Volkswagen funding opportunities? (50 points)

Yes       No

**Application Acknowledgement**

Authorized Representative Name: Jeff Roach, A.A.E. Title: Director of Aviation & Transit

Authorized Representative Signature: Jeff Roach Digitally signed by Jeff Roach  
DN: cn=Jeff Roach, o=ou,  
email=roach@billingsmt.gov, c=US  
Date: 2025.01.30.09:49:14 -07'00' Date: January 30, 2025

Attachment 1

**Note A:**

The following competitive pricing was requested from the below named EV school bus manufacturers:

|                                      |                                       |           |
|--------------------------------------|---------------------------------------|-----------|
| - Collin/Magellan Buses<br>Delivered | 18 Passenger EV Cutaway Shuttle Bus   | \$321,850 |
| - Proterra Buses<br>Delivered        | 20 Passenger EV Low-Floor Shuttle Bus | \$400,464 |
| - BYD Buses<br>Not Specified         | 30 Passenger K7M Passenger Bus        | \$780,000 |
| - Thomas Buses<br>Delivered          | 32 Passenger Saf-T-Liner              | \$405,240 |
| - Bluebird Buses<br>Delivered        | Non-Responsive                        |           |
| - Zeus/Pegasus Electric              | Non-Responsive                        |           |

Of these manufacturers only the ones noted responded with adequate pricing information or were non-responsive. As per City policy, final pricing will be based on a proposed specification and formal submission to the above venders to be evaluated at a formal bid opening conducted by the City. Deviation from this process can only be accomplished through an approved City "Cooperative Purchasing Program".

Table A:  
Emission Estimate of Current Bus 1740 and 1746

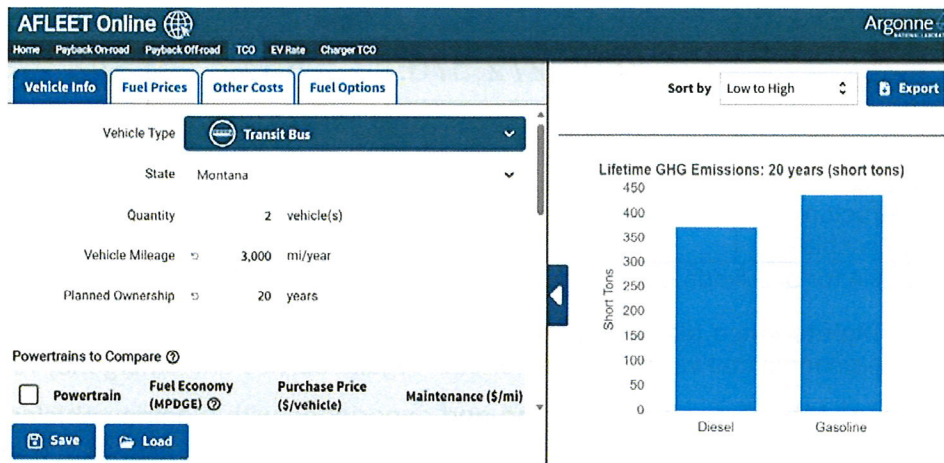


Table B:  
NO<sub>2</sub> Specific Emissions Bus 1740  
<https://www.epa.gov/general-conformity/general-conformity-training-modules-appendix-sample-emissions-calculations#:~:text=For%20example%2C%20NOx%20emissio>

"NO<sub>x</sub> emissions of a diesel- powered 250 bhp internal combustion engine run for 2,080 hours in a year and the emission factor are calculated as follows:  
 $AENox = (0.031 \text{ lb NOx/bhp-hr}) \times 250 \text{ bhp} \times 2,080 \text{ hr/y}$   
 $= 16,120 \text{ lb NOx/yr}$

Table C:  
Community Emission Impacts  
Bus 1740 & 1746

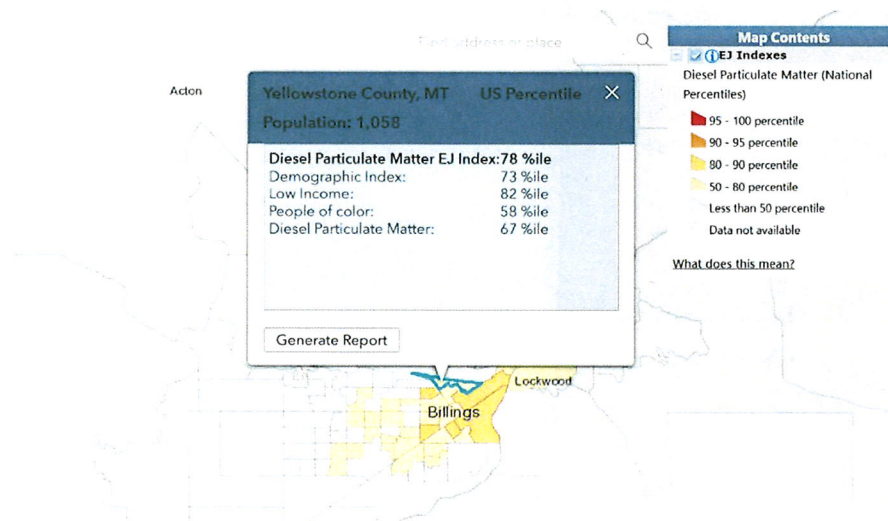


Photo A:  
Current Transit Bus 1740 Photos



Photo B:  
1740 VIN & ID Plate Photo

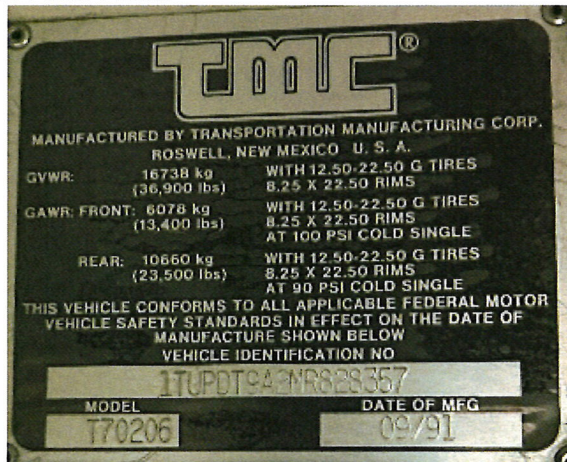


Photo C:  
Current Transit Bus1740 Odometer Reading (i.e., Mileage)



**Note B:**

Due to the location of the engine in the existing bus, 1740, there is no ability to get into the engine bay far enough too visibly see, much less take a photo of the engine number. According to records at MET Transit and the Airport, this engine is the original engine.

**Note C:**

The alternator, fan pulleys and belts, and radiator hoses obstruct the location of the engine number on this Ford, on the front engine block. Not to mention the generally tight quarters rendering the number inaccessible. According to records at MET Transit and the Airport, this engine is the original engine.

**City Council Regular**

**Date:** 10/13/2025  
**Title:** Resolution for Pedestrian Skyway Between Intermountain Health Hospital and Yellowstone Medical Center  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** NA

**RECOMMENDATION**

Staff recommends Council approve the resolution and permit authorizing construction and maintenance of a pedestrian skyway at 1201 North Broadway.

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

Intermountain Health is constructing a new hospital at 1201 North Broadway. With the construction of the hospital, Intermountain Health desires to construct a pedestrian skyway connecting the new hospital to the existing Yellowstone Medical Center, also owned by Intermountain Health. The skyway will be constructed over North Broadway. Per Billings, Montana City Code, Section 6-900, in order to construct the skyway, it is necessary for City Council to approve a resolution authorizing and permitting construction and maintenance. This permit outlines the requirements for the pedestrian skyway. The skyway does not meet the requirement for height, which is outlined to be 14 feet maximum due to the grade difference between the existing Yellowstone Medical Center and the new hospital. The pedestrian skyway is proposed to be about 16 feet in height on one side of North Broadway to about 17 feet in height on the other side of North Broadway. The height is necessary to match the Yellowstone Medical Center floor elevation with the new hospital while minimizing impact to the right-of-way. This structural height still meets the spirit and intent of the code. In addition, the structure meets the minimum clear space required from the roadway centerline to the bottom of the structure (17 feet minimum per code, 26 feet clear space provided). The structural support piers are located outside the public right-of-way. Attached are plans for the pedestrian skyway, resolution, and the permit.

**ALTERNATIVES**

City Council may:

- Approve the resolution and permit for the pedestrian skyway, or;
- Disapprove the resolution and permit. If not approved, the owners will not be allowed to construct the pedestrian skyway.

**FISCAL EFFECTS**

There is no significant financial impact to the City for approval of the resolution and permit. The building owner is responsible for on-going maintenance.

**Attachments**

Resolution  
 Exhibit A  
 Exhibit B

**RESOLUTION 25-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING PERMIT FOR  
CONSTRUCTION AND MAINTENANCE OF  
PEDESTRIAN SKYWAY**

WHEREAS, Section 6-901, BMCC, encourages the private development over city streets and alleys of enclosed pedestrian skyways, but subject to uniform minimum standards to ensure that all such structures shall be constructed, finished, lighted and maintained in compliance with all applicable codes, and shall consistently be of high quality and attractive design and construction so as not to be detrimental to the surrounding properties, and so that they shall contribute to orderly and desirable development of the surrounding areas in the interest of the general public; and

WHEREAS, continued development within the hospital corridor is often dependent upon pedestrian skyway connections between medical office buildings and parking facilities over city streets and alleys to promote pedestrian safety, convenience and access; and

WHEREAS, Intermountain Health Care, Inc. is the Owner of the new Hospital being constructed located at 1201 North Broadway which is a multi-story hospital. Intermountain Health Care, Inc. is the Owner of the Yellowstone Medical Center located at 1200 12<sup>th</sup> Avenue North; and

WHEREAS, the Owner desires to construct and maintain a pedestrian skyway connecting its Hospital to the Yellowstone Medical Center, identified and attached, hereto, as Exhibit A; and

WHEREAS, City Council is empowered pursuant to §6-902, BMCC, to authorize the issuance of a permit to construct and maintain a pedestrian skyway over and across city streets or alleys upon a finding that such a pedestrian skyway is in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. The City Council finds that the construction and maintenance of the pedestrian skyway, identified and attached as Exhibit A, is in the public interest and, therefore, authorizes the Mayor to execute and acknowledge a Permit for the Construction and Maintenance of a Pedestrian Skyway between the City and the Owner, identified and attached as Exhibit B, for the construction and maintenance of a pedestrian skyway connecting the Hospital and Yellowstone Medical Center over and across North Broadway.

2. Pursuant to Section 6-903(11), BMCC, the City Council prescribes that Owner, as Permittee, shall obtain prior to commencement of construction of the pedestrian skyway and maintain at all times thereafter until the termination of the permit, for the mutual benefit of the Permittee and the City, general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the pedestrian skyway, with minimum limits of \$1,500,000 each occurrence, naming the City as an additional insured.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

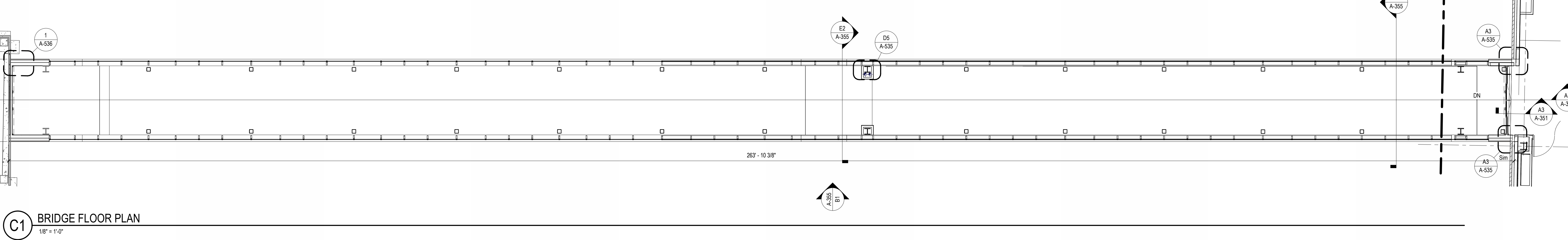
CITY OF BILLINGS

By: \_\_\_\_\_  
William A. Cole, Mayor

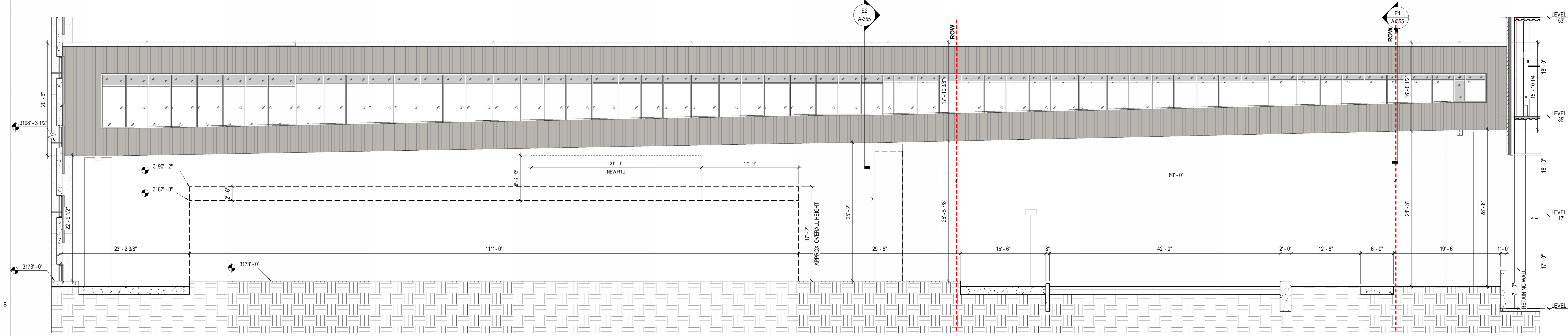
ATTEST:

By: \_\_\_\_\_  
Denise R. Bohlman, City Clerk

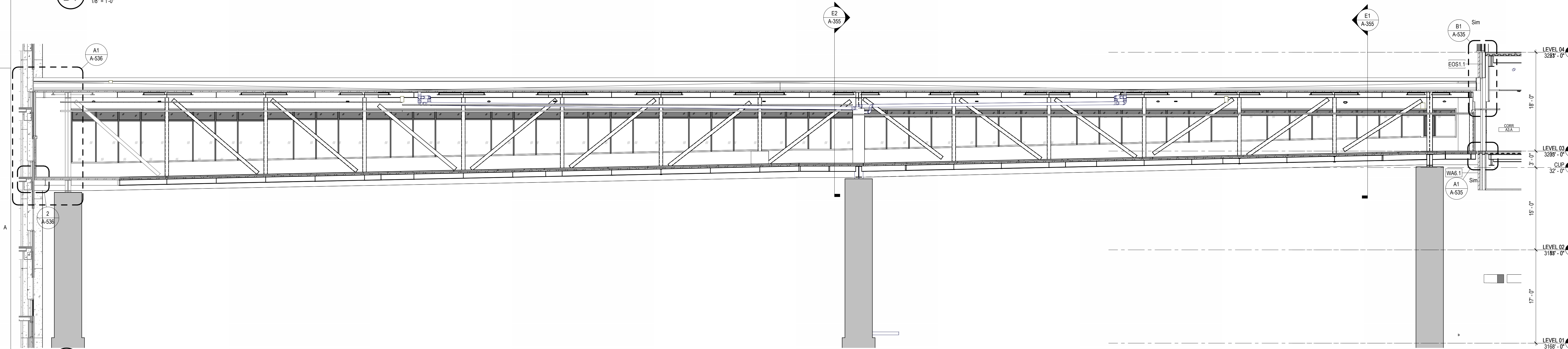
# EXHIBIT A--PEDESTRIAN SKYWAY BRIDGE



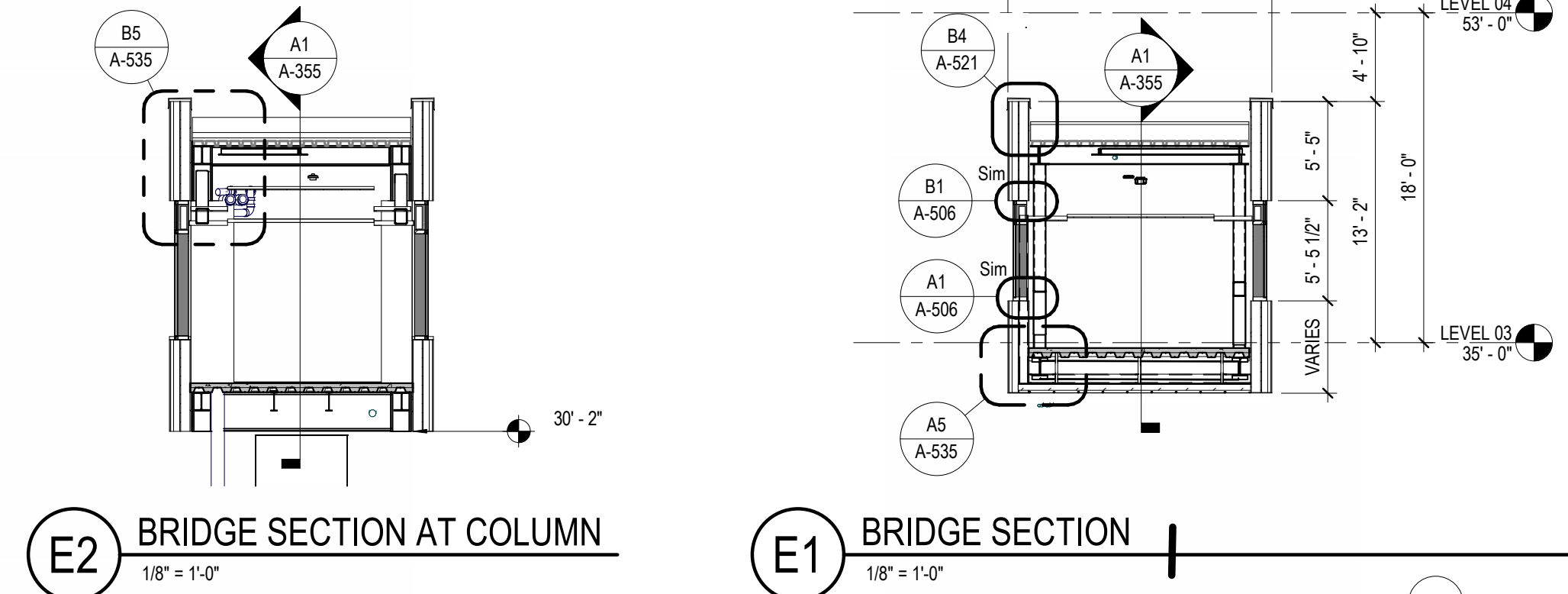
**C1** BRIDGE FLOOR PLAN  
1/8" = 1'-0"



**B1** ENLARGED BRIDGE ELEVATION - SOUTH  
1/8" = 1'-0"



**A1** BRIDGE SECTION (BETWEEN NEW HOSPITAL BUILDING AND EXISTING BUILDING)  
1/8" = 1'-0"



**E2** BRIDGE SECTION AT COLUMN  
1/8" = 1'-0"

**E1** BRIDGE SECTION  
1/8" = 1'-0"



Henningson, Durham & Richardson, P.C.  
HDR Denver  
1670 Broadway, Suite 3400  
Denver, CO 80202

Intermountain Health  
New St. Vincent Hospital

1201 N. Broadway  
Billings MT 59101



|                     |                       |
|---------------------|-----------------------|
| Project Manager     | HDR                   |
| Project Designer    | HDR                   |
| Project Architect   | Davis Partnership     |
| Landscape Architect | Sanderson Stewart     |
| Civil Engineer      | Marlin / Marlin       |
| Structural Engineer | Cator Ruma Associates |
| Mechanical Engineer | Cator Ruma Associates |
| Electrical Engineer | Cator Ruma Associates |
| Plumbing Engineer   | HDR                   |
| Interior Designer   | Intermountain Health  |
| Wayfinding          |                       |

| MARK | DATE | DESCRIPTION |
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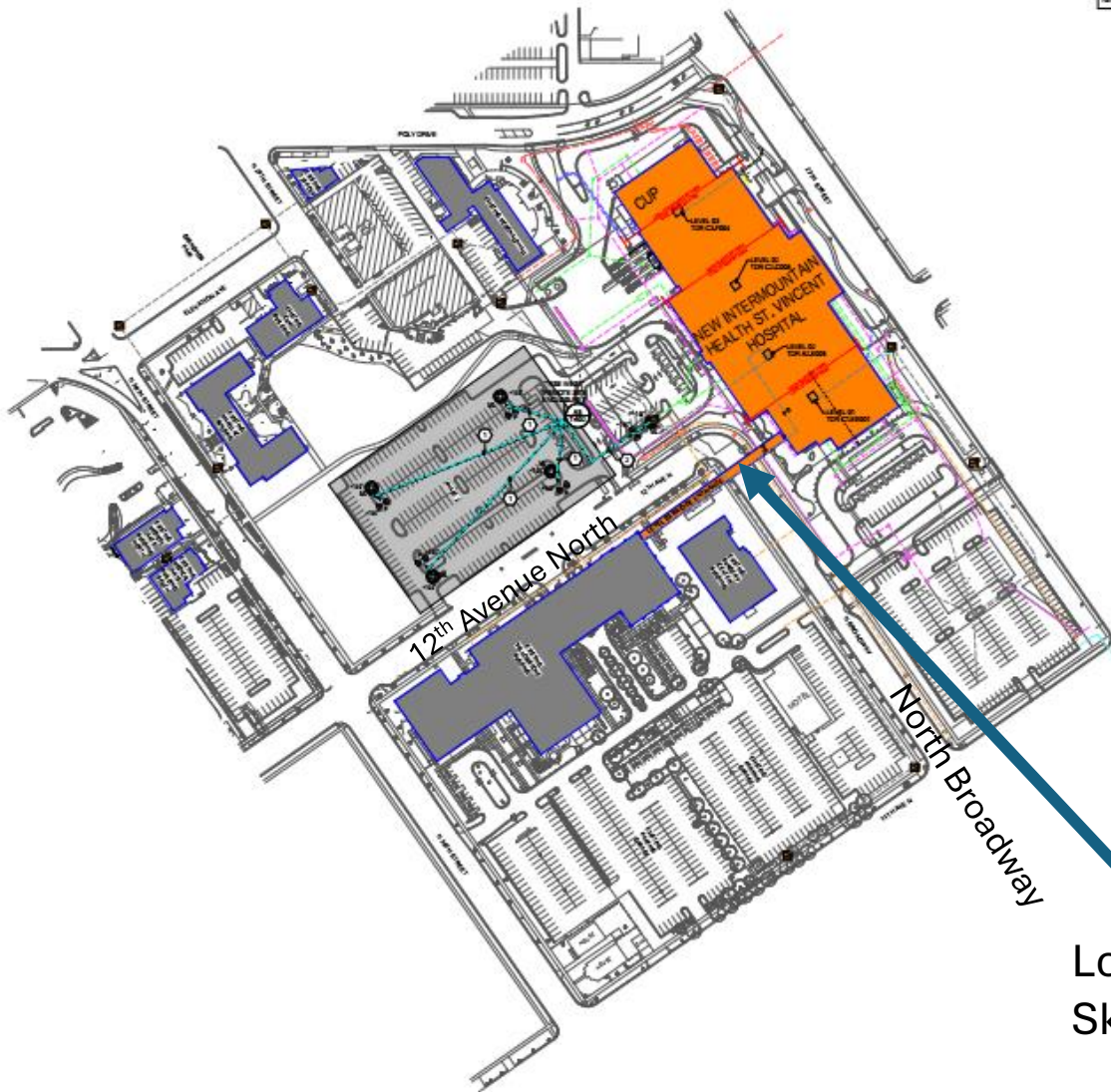
|                |            |
|----------------|------------|
| Project Number | 10359391   |
| Original Issue | 11/22/2024 |

Sheet Name  
**BRIDGE PLANS AND SECTIONS**

Sheet Number  
**A-355**

Project Status  
SITEWORK AND FOUNDATIONS PACKAGE

**PRELIMINARY**  
NOT FOR CONSTRUCTION



**SITE UTILITIES LEGEND**

|                                      |     |
|--------------------------------------|-----|
| (EXIST) UTILITY GAS                  | --- |
| (EXIST) UTILITY POWER                | --- |
| (EXIST) UTILITY TELECOM              | --- |
| NEW UTILITY TELECOM                  | --- |
| (EXIST) UTILITY FIBER OPTIC          | --- |
| (EXIST) UTILITY STORMWATER           | --- |
| (EXIST) UTILITY SANITARY             | --- |
| (EXIST) UTILITY WATER                | --- |
| NEW CONDUIT/PIPE AND JOINT LOCATIONS | --- |
| (EXIST) BUILDING                     | --- |
| NEW SITE BUILDING                    | --- |

**GENERAL SHEET NOTES**

- 1 THE ELECTRICAL CONTRACTOR SHALL MEET WITH AND COORDINATE WITH ALL OTHER TRADES TO PREPARE A CONDUIT AND CABLE TRAY LAYOUT TO THE BUILDING FROM EACH LOCATION OF EQUIPMENT AND CONTROL. COMPLY WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS. PROVIDE THE FOLLOWING INFORMATION TO THE CONTRACTOR:
- 2 CONTRACTOR IS RESPONSIBLE FOR ALL TRENCHING, INSTALLATION AND CONNECTIONS OF ALL ELECTRICAL, UNDERGROUND AND OVERHEAD CABLES, CONDUITS WITH MECHANICAL AND CUL DE SAC, AND UNDERGROUND FACILITY OR TRENCH FOR EACH TRADE.
- 3 THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ALL CONDUIT TRENCH CUTTING AND INSTALLATION OF CONDUIT TRENCH TO SOURCE SERVICE AS NOTED WITH UNDERGROUND FACILITY OR TRENCH.
- 4 CONTRACTOR IS RESPONSIBLE FOR ALL TRENCHING AND VERIFICATION OF ALL UTILITY SERVICES AS NOTED HEREON.
- 5 CONTRACTOR SHALL BE RESPONSIBLE TO CALL AND COORDINATE WITH THE UTILITY FOR UTILITY LOCATION SERVICES.
- 6 CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ALL UTILITIES AND/OR WASTE FROM TRENCHES OR TRENCHES FROM UTILITY LOCATIONS FROM THE CENTER OF PAVEMENT TO OUTSIDE EDGE OF UTILITY LOCATIONS.
- 7 ALL INLET AND OUTLET SHOULD TERMINATE AT BUILDING ENTRANCE TO A DESIGNATED MATERIAL.
- 8 ALL UNDERGROUND UTILITY DUCT TO BE OPENED WITH A SIGN BOARD IN HANDS AND BUILDINGS.
- 9 CONTRACTOR SHALL BE RESPONSIBLE FOR NOTCH-CORNERING ANY AREA SPECIFIED BY OWNER. CHASE DUCT SHALL BE REPLACED IF DAMAGED DURING THE INSTALLATION OF CABLE OR PIPING.
- 10 CONTRACTOR TO PROVIDE ALL METALL SURSES FOR ALL PENETRATIONS IN WALLS AND FLOORS TO BE SEALED TO PREVENT LEAKAGE OF WATER AND GAS.
- 11 CHASES SHALL BE UNDERLAIN WITH DUCTS OF FLOOR PLAN CHASES AND ARE TO BE USED FOR SET COVERING PURPOSES ONLY.
- 12 HAZARDOUS AND TOXIC MATERIALS SHALL NOT BE USED. CONTRACTOR SHALL FILL VENT AND ALL OPENINGS AS REQUIRED AND PROVIDE IN CONFORMANCE WITH ALL APPLICABLE CODES.

**SHEET KEYNOTES**

- 1 CONTRACTOR TO PROVIDE ALL METALL 1 1/2" UT COVER OVER CHASE FOR CHILD PROTECTIVE TO BURY FIELD.
- 2 CONTRACTOR TO PROVIDE ALL METALL 1 1/2" UT COVER WITH MONOLITH BLDG FOUNDATION CHILD PROTECTIVE TO BURY.



Harrisburg, Durham & Richardson, P.C.  
100 Capital  
1870 Broadway, Suite 3400  
Denver, CO 80202



Intermountain Health  
SCL Health / St. Vincent  
Hosp  
1201 N. Broadway  
Billings MT 59101



|                       |                      |
|-----------------------|----------------------|
| Project Manager       | JHR                  |
| Project Designer      | JHR                  |
| Landscaping Architect | Don Patterson        |
| Chiropractor          | Bernard Brown        |
| Structural Engineer   | Scott Miller         |
| Mechanical Engineer   | Chad Heston          |
| Electrical Engineer   | Chad Heston          |
| Interior Designer     | JHR                  |
| Architect             | Intermountain Health |

| REV. | DATE | DESCRIPTION |
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OVERALL TECHNOLOGY  
SITE PLAN - PHASE 2

T-011



## EXHIBIT B

### PROCEDURE FOR ENCROACHMENT PERMIT APPLICATION

EFFECTIVE September 8th, 2025

1. Application and Permit form with “special provision” can be obtained from the City Engineering Division.
2. Complete original form and one copy must be returned to the Engineering Division with the \$75.00 application fee to cover administrative review costs. The original application will be retained by the City Engineering Division; the duplicate will be the applicant’s file copy.
3. The application must be signed by the **Property Owner** of record.
4. At least two weeks’ review time by the Engineering Division should be allowed. It shall be the applicant’s responsibility to coordinate with all appropriate utilities. The application fee of \$75.00 and the encroachment rental fees to be charged by the City of Billings are hereby established below. If there are any questions on the fee, please contact the Engineering Division at 657-8231.
  - A. Tier 1 encroachments shall be determined by the Public Works Department as those encroachments that have minimal impact to the right-of-way, including, but not limited to, awnings, hanging signs, landscaping, and conduit.

|      |                                                       |         |
|------|-------------------------------------------------------|---------|
| i.   | Annual rate per square foot of the encroachment area: | \$2.32  |
| ii.  | Annual rate per linear foot of the encroachment       | \$2.32  |
| iii. | Minimum annual fee per encroachment                   | \$28.00 |
  - B. Tier 2 encroachments shall be determined by the Public Works Department as those encroachments that have a major impact to the right-of-way, making the encroached-upon portion of the right-of-way unusable to the public. Tier 2 encroachments include, but are not limited to signs on the ground, fences, restaurant patios, and buildings/structures in the right-of-way.

|      |                                                       |         |
|------|-------------------------------------------------------|---------|
| i.   | Annual rate per square foot of the encroachment area: | \$7.80  |
| ii.  | Annual rate per linear foot of the encroachment area: | \$7.80  |
| iii. | Minimum annual fee per encroachment                   | \$28.00 |
5. The above fees shall continue in full force and effect until changed by the City Council by subsequent resolution.
6. If the Engineering Division recommends approval of the application, the Permit Clerk will contact the applicant.
7. If the Engineering Division recommends denial of the application, the copy will be returned to the property owner, who may elect as an individual to submit the application to the City Clerk and the City Council for the appeal process.
8. If the City Council approves the Encroachment Permit, the city will forward an executed copy of the Permit to the Public Works Account Clerk for the annual assessment to be placed on the tax rolls.
9. The Public Works Account Clerk will forward the original to Engineering for filing and will forward an executed copy of the Permit to the property owner.

**CITY ENGINEERING DIVISION  
2224 MONTANA AVE  
BILLINGS, MT 59102**

STRUCTURE ENCROACHMENT APPLICATION AND PERMIT

\$75.00 \_\_\_\_\_ / Per Resolution \_\_\_\_\_  
Application Annual Fee Tax Code Number

**APPLICATION FOR PERMIT TO**

Construction of a new permanent skybridge across North Broadway to connect the new SVH hospital to existing Yellowstone Medical Center outpatient clinics.

(Insert Nature of Permit)

1.Name of Applicant: Intermountain Health Care, Inc. Sisters of Charity of Leavenworth Health System, Inc. SCL - Montana

2.Address of Applicant: 500 Eldorado Blvd, Broomfield, CO 80212

3.Telephone number of applicant: 303-813-5566

4.Legal Description: Subdivision: Northside Add 3<sup>rd</sup> Filing, S32, T01 N, R26 E

Lot(s): 27-28 Block: 9 Address: 1201 North Broadway

5.Property Owner/Permittee: Intermountain Health Care, Inc. Sisters of Charity of Leavenworth Health System, Inc. SCL Health - Montana

6.Property Owner/Permittee Address: \_\_\_\_\_

7.If Permittee is a corporation, give State of Incorporation and names of President and Secretary: \_

\_\_\_\_\_  
\_\_\_\_\_

8.Nature of Permit desired: (Give sufficient detail to permit thorough understanding, and submit blueprints or sketches, in duplicate.)

Encroachment permit for a pedestrian skybridge above the right of way of North Broadway, just south of the 12<sup>th</sup> Avenue North alignment

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.Location of installations or structures to be installed: Pedestrian skybridge above the right of way of North Broadway, just south of the 12<sup>th</sup> Avenue North alignment. Structural piers supporting the bridge are outside of the right of way.

\_\_\_\_\_

10.For how long a period is the permit desired: Construction duration is August 2025 thru 2029. The structure will be permanent.

REMARKS: A variance is granted for height of bridge. Code is 14 feet tall. The structure will vary from 16 feet to 17 feet in height above North Broadway

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SPECIAL PROVISIONS PERMIT**

Subject to the following terms and conditions, this provision is included and is part of the attached permit, is hereby granted:

1. **TERM.** This permit shall be in force and effect from the date hereof until revoked as herein provided.
2. **RENTAL OR FEES.** Fees shall be as established by ordinance.
3. **REVOCAION.** This permit may be revoked by the City upon written notice to the Permittee, at the address shown in the application hereto attached, but the City reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.
4. **COMMENCEMENT OF WORK.** No work shall be commenced until the Permittee notifies the City Engineer when he proposes to commence work.
5. **CHANGES IN STREET.** If City changes street necessitating changes in structure or installations installed under this permit, Permittee shall make necessary changes without expense to City.
6. **CITY SAVED HARMLESS FROM CLAIMS.** In accepting this permit, the Permittee, its/his successors or assigns, agree to protect the City and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation or by the improper occupancy of said street right-of-way, and in case any suit and or action is brought against the City and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will, upon notice to it/ him of the commencement of such action defend the same at its/his sole cost and expense and satisfy any judgement which may be rendered against the City in any such suit or action.
7. **PROTECTION OF TRAFFIC.** Insofar as the interests of the City and the traveling public are concerned, all work performed under this permit shall be done under the supervision of the City Engineer of the City of Billings and his authorized representatives, and he/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, manner which traffic is to be handled, shall specify to Permittee new road surfaces to be replaced if it is disturbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6, hereof.
8. **STREET AND DRAINAGE.** If the work done under this permit interferes in any way with the drainage of the City streets or alleys affected, the Permittee shall, at their own expense, make such provisions as the City may direct to take care of drainage.
9. **RUBBISH AND DEBRIS.** Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed, and the roadway and roadside left in a neat and presentable condition satisfactory to the City.
10. **WORK TO BE SUPERVISED BY THE CITY.** All work contemplated under this permit shall be done under the supervision of, and to the satisfaction of, an authorized representative of the City, and the City hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the Permittee.
11. **CITY RIGHT NOT TO BE INTERFERED WITH.** All such changes, reconstruction or relocation shall be done by Permittee in such a manner as will cause the least interference with any of the City's work, and the City shall not be liable for any damage to the Permittee by reasons of any such work by the City, its agents, contractors, or representatives, or by the installations or structures placed under this permit.
12. **REMOVAL OF INSTALLATIONS OR STRUCTURES.** Unless waived by the City upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.

13. MAINTENANCE AT EXPENSE OF PERMITTEE. The permittee shall maintain, at its/ his sole expense, the installations and structures for which this permit is granted, in a condition satisfactory to the City.
14. CITY NOT LIABLE FOR DAMAGE TO INSTALLATIONS. In accepting this permit, the Permittee agrees that the City shall not be held liable for any damage or injury done to said installations or structures by any City employee engaged in construction, alteration, repair, maintenance or improvement of the City Street or alley.
15. CITY TO BE REIMBURSED FOR REPAIRING ROADWAY. Upon being billed therefore Permittee agrees to promptly reimburse City for any expense incurred in repairing surface of roadway due to settlement at installation, or for any damage to roadway or structure as a result of the work performed under this permit.
16. OTHER CONDITIONS AND/OR REMARKS. If this encroachment involves excavation in the public right-of-way, (1) a licensed and bonded contractor must obtain a right-of-way permit from the City Engineer's Office prior to start of work; and (2) applicant must maintain a subscription to Montana One-Call System for locating utility lines and underground facilities.
17. GRAFFITI CONDITIONS. (Ord. No. 05-5332, § 14, 7-11-05)
- 1) The permittee's application of an anti-graffiti material to the encroaching object of a type and nature that is acceptable to the city administrator, or the city administrator's designee;
  - 2) The permittee's immediate removal of any graffiti;
  - 3) The city's right to remove graffiti or to paint the encroaching object; or
  - 4) The permittee's providing the city with sufficient matching paint and/or anti-graffiti material on demand for use in the painting of the encroaching object containing graffiti.
18. CONVENANT RUN WITH THE LAND.  
The covenants, agreements, and all statements in this Permit run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

Dated at \_\_\_\_\_, Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The undersigned, the "Permittee" mentioned in the foregoing instrument, hereby accepts this permit, together with all the terms and conditions set forth therein.

City of Billings

\_\_\_\_\_

BY: \_\_\_\_\_

Mayor, William A. Cole

(PROPERTY OWNER)

(DATE)

**City Council Regular**

**Date:** 10/13/2025  
**Title:** Payment of Claims for week of September 2nd, 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 \$7,250,669.09 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 09022025

| Check Date | Check  | Name                      | Fund Name   | Amount       | Item Desc                                    |
|------------|--------|---------------------------|-------------|--------------|----------------------------------------------|
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 41.53     | 101524                                       |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 41.53     | 101524                                       |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 41.53     | 101524                                       |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 41.53     | 101524                                       |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 655.20    | 101524-00                                    |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 138.96    | 101524-00                                    |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 1,473.45  | 101524-00                                    |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 477.40    | 101524-00                                    |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 467.50    | 101524-00                                    |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 28.66     | 101615                                       |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 54.00     | 101615                                       |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 85.97     | 101615                                       |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 954.80    | 105199-00                                    |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 982.30    | 105199-00                                    |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 49.85     | 105199-00                                    |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 385.00    | 105199-00                                    |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 465.85    | 97202-00                                     |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 1,052.00  | 97202-00                                     |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 491.15    | 97202-00                                     |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 1,495.45  | 97202-00                                     |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 1,432.20  | 97202-00                                     |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 385.00    | 97202-00                                     |
| 09/02/2025 | ACH    | A & I Distributors        | Fleet       | \$ 385.00    | 97202-00                                     |
| 09/02/2025 | ACH    | A & I Distributors        | Solid Waste | \$ 1,650.00  | 2 - 330 Gallon DEF                           |
| 09/02/2025 | ACH    | A & I Distributors        | Solid Waste | \$ 825.00    | 330 gallons DEF.Landfill                     |
| 09/02/2025 | ACH    | A & I Distributors        | Transit     | \$ 825.00    | 106749-00 DEF (330 gal.)                     |
| 09/02/2025 | ACH    | A & I Distributors        | Transit     | \$ 825.00    | 99255-00 DEF (330 gal.)                      |
| 09/02/2025 | 882929 | ABM Industry Groups       | Facilities  | \$ 11,836.00 | Custodial Services at the BOC September 2025 |
| 09/02/2025 | 882932 | Advanced Engin and Enviro | Wastewater  | \$ 4,128.40  | Phase 1 - Water and Wastewater Rate Study    |
| 09/02/2025 | 882932 | Advanced Engin and Enviro | Wastewater  | \$ -         | Phase 2 - Water and Wastewater Rate Study    |
| 09/02/2025 | 882932 | Advanced Engin and Enviro | Water       | \$ 3,598.35  | Phase 1 - Water and Wastewater Rate Study    |
| 09/02/2025 | 882932 | Advanced Engin and Enviro | Water       | \$ -         | Phase 2 -Water and Wastewater Rate Study     |
| 09/02/2025 | 882941 | Belson Outdoors           | Park Dist 1 | \$ 3,634.47  | bench for upgrades at north park - WQ 385263 |

| Check Date | Check  | Name                         | Fund Name      | Amount       | Item Desc                                         |
|------------|--------|------------------------------|----------------|--------------|---------------------------------------------------|
| 09/02/2025 | 882942 | Big Sky Irrigation           | Park Dist 1    | \$ 2,773.00  | lillis park pump station motor repair - 42012     |
| 09/02/2025 | 882945 | Billings Construction Supply | Park Dist 1    | \$ 121.02    | toilet rental for centennial - 18884              |
| 09/02/2025 | 882945 | Billings Construction Supply | Park Dist 1    | \$ 172.17    | TOILET RENTAL FOR MARY STREET - 18862             |
| 09/02/2025 | 882945 | Billings Construction Supply | Public Safety  | \$ 114.02    | Generic toilet and sink July services             |
| 09/02/2025 | 882945 | Billings Construction Supply | Solid Waste    | \$ 219.19    | July 2025 Toilet Rental...5240 Jellison           |
| 09/02/2025 | 882945 | Billings Construction Supply | Solid Waste    | \$ 116.59    | July 2025 Toilet Rental...5240 Jellison.          |
| 09/02/2025 | 882945 | Billings Construction Supply | Street/Traffic | \$ 165.00    | pump sprayer for asphalt release agent            |
| 09/02/2025 | 882945 | Billings Construction Supply | Wastewater     | \$ 111.81    | Rod & Gun Club. Toilet Rental July 202            |
| 09/02/2025 | 882945 | Billings Construction Supply | Water          | \$ 1,890.00  | TC for main break...Gable & 3oth St W             |
| 09/02/2025 | ACH    | Border States Electric       | Wastewater     | \$ 75.52     | conduit plugs for SS2                             |
| 09/02/2025 | ACH    | Border States Electric       | Water          | \$ 540.98    | materials for Mix VFD Replacement                 |
| 09/02/2025 | ACH    | Border States Electric       | Water          | \$ 278.95    | materials for Mixer VFD replacement               |
| 09/02/2025 | ACH    | Border States Electric       | Water          | \$ 822.87    | Materials for Staples Soft Start Replace          |
| 09/02/2025 | ACH    | Border States Electric       | Water          | \$ 15,688.62 | Part ofr L Structure Mixer VFD                    |
| 09/02/2025 | ACH    | Border States Electric       | Water          | \$ 132.86    | Staples Pump Station Replacement Soft Starts      |
| 09/02/2025 | 882950 | Brenntag Pacific             | Wastewater     | \$ 6,075.00  | centrifuge defoamant                              |
| 09/02/2025 | 882953 | Canvas Creek Team Bulding    | Library        | \$ 4,000.00  | 1051 All Staff Training Day 2025                  |
| 09/02/2025 | 882954 | Century Link                 | Airport        | \$ 49.20     | Airport Terminal Power M                          |
| 09/02/2025 | 882954 | Century Link                 | Airport        | \$ 45.66     | Airport Alarm                                     |
| 09/02/2025 | 882954 | Century Link                 | Airport        | \$ 45.19     | Airport 1FB Line                                  |
| 09/02/2025 | 882954 | Century Link                 | Airport        | \$ 83.58     | Airport                                           |
| 09/02/2025 | 882954 | Century Link                 | Airport        | \$ 45.19     | Airport P9 Building                               |
| 09/02/2025 | 882954 | Century Link                 | Airport        | \$ 466.98    | Airport -Charges for Airport phone fax alarm line |
| 09/02/2025 | 882954 | Century Link                 | Airport        | \$ 31.99     | Bill Date: Aug 16, 2021. QTA Phone                |
| 09/02/2025 | 882954 | Century Link                 | Engineering    | \$ 118.40    | Measured Lines Depot 50/50                        |
| 09/02/2025 | 882954 | Century Link                 | EOC 911        | \$ 45.65     | 911                                               |
| 09/02/2025 | 882954 | Century Link                 | EOC 911        | \$ 45.65     | 911                                               |
| 09/02/2025 | 882954 | Century Link                 | EOC 911        | \$ 300.00    | 9-1-1 Center Landfill #2                          |
| 09/02/2025 | 882954 | Century Link                 | EOC 911        | \$ 311.26    | 9-1-1 Center Fox Reservoir #2                     |
| 09/02/2025 | 882954 | Century Link                 | EOC 911        | \$ 2,495.90  | 9-1-1 Center                                      |
| 09/02/2025 | 882954 | Century Link                 | Fleet          | \$ 44.69     | Motor Pool                                        |
| 09/02/2025 | 882954 | Century Link                 | General        | \$ -         | Cemetery Kenco Line                               |
| 09/02/2025 | 882954 | Century Link                 | IT Resources   | \$ 49.20     | Kenco Security Alarm IT Alarm                     |

| Check Date | Check  | Name         | Fund Name     | Amount      | Item Desc                           |
|------------|--------|--------------|---------------|-------------|-------------------------------------|
| 09/02/2025 | 882954 | Century Link | Library       | \$ 421.11   | Library 6 lines (4) Library         |
| 09/02/2025 | 882954 | Century Link | P.W. Admin    | \$ 118.40   | Measured Lines Depot 50/50          |
| 09/02/2025 | 882954 | Century Link | Park Dist 1   | \$ 66.00    | Parks                               |
| 09/02/2025 | 882954 | Century Link | Park Dist 1   | \$ 63.00    | Stewart Park Batting Cages          |
| 09/02/2025 | 882954 | Century Link | Park Dist 1   | \$ 46.00    | Parks 3890 Stillwater               |
| 09/02/2025 | 882954 | Century Link | Parking       | \$ 35.19    | Park 2 Elevator Phone               |
| 09/02/2025 | 882954 | Century Link | Parking       | \$ 49.20    | Park 1 Elevator Phone               |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 118.10   | Library 4 lines (4) Library         |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 93.16    | Library 4 lines (4) Library         |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 66.18    | Kenco Security Alarm IT Alarm       |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 115.86   | Airport Measured Lines              |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 108.40   | Met Measured Lines                  |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 112.68   | BOC Measured Lines                  |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 108.40   | PUD Measured Lines                  |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 2,764.00 | Main System Centrex                 |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 817.12   | Main System Centrex                 |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 64.42    | MET Fax and Kenco Fax               |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 50.32    | Animal Control Fax                  |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 62.64    | Fire Alarm                          |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 62.64    | Four Dances                         |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 58.54    | Miller Building                     |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 62.64    | Pioneer Park                        |
| 09/02/2025 | 882954 | Century Link | Phone System  | \$ 64.42    | Streets Fax                         |
| 09/02/2025 | 882954 | Century Link | Planning      | \$ 54.20    | Planning Traffic Central Broadwater |
| 09/02/2025 | 882954 | Century Link | Planning      | \$ 54.20    | Planning Traffic Central 9th        |
| 09/02/2025 | 882954 | Century Link | Public Safety | \$ 49.20    | Fire Elevator                       |
| 09/02/2025 | 882954 | Century Link | Public Safety | \$ 46.19    | Crime Prevention Alarm              |
| 09/02/2025 | 882954 | Century Link | Public Safety | \$ 119.32   | Fire                                |
| 09/02/2025 | 882954 | Century Link | Public Safety | \$ 118.28   | Fire RR Crossing Alarm              |
| 09/02/2025 | 882954 | Century Link | Public Safety | \$ 59.20    | Fire 5 911 Line                     |
| 09/02/2025 | 882954 | Century Link | Public Safety | \$ 35.19    | Fire Maintenance Shop               |
| 09/02/2025 | 882954 | Century Link | Radio         | \$ 311.26   | Fire Airport Radio Tower WCK        |
| 09/02/2025 | 882954 | Century Link | Radio         | \$ 311.26   | Fire Airport Radio Tower Jellison   |

| Check Date | Check  | Name                                   | Fund Name       | Amount          | Item Desc                                           |
|------------|--------|----------------------------------------|-----------------|-----------------|-----------------------------------------------------|
| 09/02/2025 | 882954 | Century Link                           | Solid Waste     | \$ 84.38        | Solid Waste Landfill                                |
| 09/02/2025 | 882954 | Century Link                           | Solid Waste     | \$ 187.10       | SW Landfill                                         |
| 09/02/2025 | 882954 | Century Link                           | Street/Traffic  | \$ 35.19        | PW Traffic 3728 McDougall                           |
| 09/02/2025 | 882954 | Century Link                           | Street/Traffic  | \$ 49.20        | PW Traffic Signal 24 Central                        |
| 09/02/2025 | 882954 | Century Link                           | Street/Traffic  | \$ 926.04       | Damaged Line Repair...Hit while digging             |
| 09/02/2025 | 882954 | Century Link                           | Wastewater      | \$ 56.33        | PUD Sahara Sand Lift Station                        |
| 09/02/2025 | 882954 | Century Link                           | Water           | \$ 39.44        | PUD Alarm Water Tower                               |
| 09/02/2025 | 882960 | Cop Construction Co                    | Wastewater      | \$ 102,036.48   | Retainage Release 1                                 |
| 09/02/2025 | 882960 | Cop Construction Co                    | Wastewater      | \$ 4,770.50     | WO 24-01...Wilcoxson's asphalt removal a            |
| 09/02/2025 | 882960 | Cop Construction Co                    | Water           | \$ 848,458.99   | WO 25-01 Contract 1...Grand Ave Water Main Replac   |
| 09/02/2025 | 882962 | County Water District Of Blngs Heights | Park Dist 1     | \$ 21.10        | County water charges for Arrowhead- 13137           |
| 09/02/2025 | 882962 | County Water District Of Blngs Heights | Park Dist 1     | \$ 2,698.12     | County water charges for Arrowhead- 13138           |
| 09/02/2025 | 882962 | County Water District Of Blngs Heights | Park Dist 1     | \$ 526.78       | County water charges for cleavenger- 01019          |
| 09/02/2025 | 882962 | County Water District Of Blngs Heights | Park Dist 1     | \$ 5,113.31     | County water charges for Hawthorne - 08163          |
| 09/02/2025 | 882962 | County Water District Of Blngs Heights | Park Dist 1     | \$ 3,177.38     | County water charges for Primrose- 06100            |
| 09/02/2025 | 882962 | County Water District Of Blngs Heights | Parks Maint     | \$ 3,401.52     | County water charges for Frances- 16219             |
| 09/02/2025 | 882962 | County Water District Of Blngs Heights | Parks Maint     | \$ 2,376.09     | County water charges for Lutheran - 10112           |
| 09/02/2025 | 882962 | County Water District Of Blngs Heights | Parks Maint     | \$ 1,461.76     | County water charges for Rollinghills- 09174        |
| 09/02/2025 | 882962 | County Water District Of Blngs Heights | Parks Maint     | \$ 3,849.63     | County water charges for twinoaks- 17196            |
| 09/02/2025 | 882962 | County Water District Of Blngs Heights | Parks Maint     | \$ 3,074.33     | County water charges for Unita- 17140               |
| 09/02/2025 | 882962 | County Water District Of Blngs Heights | Parks Maint     | \$ 79.90        | County water charges for Waldengrove - 30388        |
| 09/02/2025 | 882966 | Dell Computer                          | IT Resources    | \$ 2,612.49     | Dell Pro Max Tower T2, Ken Huxtable -IT             |
| 09/02/2025 | 882966 | Dell Computer                          | Solid Waste     | \$ 137.75       | 1 -24" Monitor -Daniel Martinez -Landfill           |
| 09/02/2025 | 882968 | Desert Diamond Industries              | Water           | \$ 2,585.00     | SAFETY BLADE 14" DIAMETER, .125" THICK, 1-20MM      |
| 09/02/2025 | 882969 | Dick Anderson Construction             | Water           | \$ -            | WO 19-12 West End Reservoir Const Services Contract |
| 09/02/2025 | 882969 | Dick Anderson Construction             | Water           | \$ 1,192,052.50 | WO 19-12 West End Reservoir Const Svcs Contract     |
| 09/02/2025 | 882971 | Donnes                                 | Water           | \$ 8,175.00     | WTP Intake Cleaning                                 |
| 09/02/2025 | 882972 | DOWL                                   | St Maint Dist   | \$ 8,953.39     | WO 23-11 Downtown 2-Way Street Conversion           |
| 09/02/2025 | 882972 | DOWL                                   | Tax Incrmnt N27 | \$ 72,441.11    | WO 23-11 Downtown 2-Way Street Conversion           |
| 09/02/2025 | ACH    | Eldorado National California           | Transit         | \$ 20.20        | 90882030 shipping                                   |
| 09/02/2025 | ACH    | Eldorado National California           | Transit         | \$ 219.10       | 90882030 spring washers                             |
| 09/02/2025 | ACH    | Eldorado National California           | Transit         | \$ 314.79       | 90882050 bike rack bracket (1826, WO: 2025-1040)    |
| 09/02/2025 | ACH    | Eldorado National California           | Transit         | \$ 21.95        | 90882050 shipping                                   |

| Check Date | Check  | Name                         | Fund Name        | Amount       | Item Desc                                         |
|------------|--------|------------------------------|------------------|--------------|---------------------------------------------------|
| 09/02/2025 | ACH    | Eldorado National California | Transit          | \$ 509.78    | 90882090 c/s bumper bracket (1826, WO: 2025-1040) |
| 09/02/2025 | ACH    | Eldorado National California | Transit          | \$ 23.48     | 90882090 shipping                                 |
| 09/02/2025 | ACH    | Eldorado National California | Transit          | \$ 101.22    | 90882110 c/s corner glass (1826, WO: 2025-1040)   |
| 09/02/2025 | ACH    | Eldorado National California | Transit          | \$ 19.60     | 90882110 shipping                                 |
| 09/02/2025 | ACH    | Eldorado National California | Transit          | \$ 2,647.70  | 90882195 bike rack (1826, WO: 2025- 1040)         |
| 09/02/2025 | ACH    | Eldorado National California | Transit          | \$ 165.20    | 90882195 shipping                                 |
| 09/02/2025 | 882979 | Engineering                  | Gas Tax          | \$ 54,352.50 | WO 25-36 Rimrock Road 54th - 62nd                 |
| 09/02/2025 | 882980 | EnvisionWare                 | Library          | \$ 3,695.00  | replace and repair patron damaged RFID gate       |
| 09/02/2025 | 882982 | EXOR                         | Water            | \$ 3,044.52  | Replacement for Pump Station                      |
| 09/02/2025 | 882985 | Fisher Sand & Gravel         | Street/Traffic   | \$ 71.68     | Asphalt for Ditch Repair                          |
| 09/02/2025 | 882985 | Fisher Sand & Gravel         | Street/Traffic   | \$ 10,520.96 | Asphalt for Street Repair                         |
| 09/02/2025 | 882985 | Fisher Sand & Gravel         | Street/Traffic   | \$ 2,073.60  | Park Grandview & Pine                             |
| 09/02/2025 | 882985 | Fisher Sand & Gravel         | Street/Traffic   | \$ 2,634.24  | PUD Water Break @ 3rd & Burlington                |
| 09/02/2025 | 882985 | Fisher Sand & Gravel         | Street/Traffic   | \$ 394.88    | Robertson Ditch Crossing Repair                   |
| 09/02/2025 | 882985 | Fisher Sand & Gravel         | Street/Traffic   | \$ 1,803.52  | Street Repair @ Butterfly Lake                    |
| 09/02/2025 | 882985 | Fisher Sand & Gravel         | Street/Traffic   | \$ 2,439.04  | Street Repair 23rd & Burlington                   |
| 09/02/2025 | 882985 | Fisher Sand & Gravel         | Street/Traffic   | \$ 2,239.36  | street repair Bay Hills and Castle Pines          |
| 09/02/2025 | 882986 | Fisher's Technology          | Airport          | \$ 1,235.85  | Print Management: Printers Police and Airport     |
| 09/02/2025 | 882986 | Fisher's Technology          | Central Services | \$ 3,419.00  | Contract Invoice: 04.23.2025-05.22.2025           |
| 09/02/2025 | 882986 | Fisher's Technology          | Central Services | \$ 2,543.19  | Print Management: Licenses Not used by Library    |
| 09/02/2025 | 882986 | Fisher's Technology          | Central Services | \$ 78.58     | Print Management: Printers Police and Airport     |
| 09/02/2025 | ACH    | Galles Filter                | Fleet            | \$ 163.56    | P1-38862-02                                       |
| 09/02/2025 | ACH    | Galles Filter                | Fleet            | \$ 14.23     | P1-39016-01                                       |
| 09/02/2025 | ACH    | Galles Filter                | Fleet            | \$ 25.19     | P1-39016-01                                       |
| 09/02/2025 | ACH    | Galles Filter                | Fleet            | \$ 30.99     | P1-39016-01                                       |
| 09/02/2025 | ACH    | Galles Filter                | Fleet            | \$ 48.74     | P1-39016-01                                       |
| 09/02/2025 | ACH    | Galles Filter                | Fleet            | \$ 4.05      | P1-39016-01                                       |
| 09/02/2025 | ACH    | Galles Filter                | Fleet            | \$ 38.48     | P1-39016-01                                       |
| 09/02/2025 | ACH    | Galles Filter                | Fleet            | \$ 7.06      | P1-39016-01                                       |
| 09/02/2025 | ACH    | Galles Filter                | Fleet            | \$ 12.71     | P1-39016-01                                       |
| 09/02/2025 | ACH    | Galles Filter                | Fleet            | \$ 11.58     | P1-39016-01                                       |
| 09/02/2025 | ACH    | Galles Filter                | Fleet            | \$ 5.46      | P1-39016-01                                       |
| 09/02/2025 | ACH    | Galles Filter                | Fleet            | \$ 102.44    | P1-39016-01                                       |

| Check Date | Check | Name          | Fund Name | Amount    | Item Desc   |
|------------|-------|---------------|-----------|-----------|-------------|
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 3.68   | P1-39136-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 35.16  | P1-39136-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 102.44 | P1-39136-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 38.48  | P1-39136-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 32.73  | P1-39136-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 160.92 | P1-39197-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 3.73   | P1-39197-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 12.90  | P1-39197-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 38.48  | P1-39277-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 29.44  | P1-39277-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 14.32  | P1-39277-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 8.96   | P1-39277-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 19.77  | P1-39277-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 181.34 | P1-39516-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 28.64  | P1-39516-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 190.80 | P1-39516-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 19.30  | P1-39516-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 32.48  | P1-39516-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 3.68   | P1-39516-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 3.68   | P1-39516-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 8.49   | P1-39516-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 14.23  | P1-39594-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 7.06   | P1-39594-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 13.84  | P1-39594-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 160.92 | P1-39594-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 38.48  | P1-39594-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 32.50  | P1-39594-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 4.48   | P1-39594-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 11.58  | P1-39594-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 73.36  | P1-39594-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 22.08  | P1-39634-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 38.48  | P1-39634-01 |
| 09/02/2025 | ACH   | Galles Filter | Fleet     | \$ 11.31  | P1-39634-01 |

| Check Date | Check  | Name                   | Fund Name      | Amount        | Item Desc                                          |
|------------|--------|------------------------|----------------|---------------|----------------------------------------------------|
| 09/02/2025 | ACH    | Galles Filter          | Fleet          | \$ 90.67      | P1-39634-01                                        |
| 09/02/2025 | ACH    | Galles Filter          | Fleet          | \$ 39.54      | P1-39634-01                                        |
| 09/02/2025 | ACH    | Galles Filter          | Fleet          | \$ 3.68       | P1-39634-01                                        |
| 09/02/2025 | ACH    | Galles Filter          | Fleet          | \$ 46.09      | U-18935                                            |
| 09/02/2025 | ACH    | Galles Filter          | Fleet          | \$ 32.01      | U-18935                                            |
| 09/02/2025 | ACH    | Galles Filter          | Solid Waste    | \$ 130.92     | Cab Filters - Collections                          |
| 09/02/2025 | ACH    | Galles Filter          | Solid Waste    | \$ 161.55     | CAB-19010, CAB R19010                              |
| 09/02/2025 | ACH    | Galles Filter          | Solid Waste    | \$ 96.72      | OUTER AIR ELEMENT VEHICLE #0264                    |
| 09/02/2025 | ACH    | Galles Filter          | Solid Waste    | \$ 1,008.69   | OUTER AIR ELEMENT, INNER AIR ELEMENT #0262         |
| 09/02/2025 | ACH    | Galles Filter          | Solid Waste    | \$ 564.14     | OUTER/INNER AIR ELEMENTS VEHICLE #0243             |
| 09/02/2025 | ACH    | Galles Filter          | Transit        | \$ 33.38      | P1-39529-01 oil drain plug (wrong part, returning) |
| 09/02/2025 | ACH    | Galles Filter          | Transit        | \$ (1.00)     | U-18924 credit- oil clamp                          |
| 09/02/2025 | ACH    | Galles Filter          | Transit        | \$ (33.38)    | U-18924 credit- oil drain plug                     |
| 09/02/2025 | ACH    | Galles Filter          | Wastewater     | \$ 50.34      | For SHop                                           |
| 09/02/2025 | ACH    | Galles Filter          | Water          | \$ 50.34      | For SHop                                           |
| 09/02/2025 | 882989 | Geveko Markings        | Street/Traffic | \$ 10,046.90  | Heat Tape Order                                    |
| 09/02/2025 | 882996 | Hardrives Construction | St Maint Dist  | \$ 498,512.12 | WO 25-03 Contract 3..City Chip Seal/Scrub Seal     |
| 09/02/2025 | 882998 | Hawkins                | Park Dist 1    | \$ 2,070.00   | chlorine for pools - 7177998                       |
| 09/02/2025 | 882998 | Hawkins                | Water          | \$ 19,000.00  | chlorine for process                               |
| 09/02/2025 | 882998 | Hawkins                | Water          | \$ 31,358.40  | Coagulant for Process                              |
| 09/02/2025 | 882998 | Hawkins                | Water          | \$ 31,612.20  | coagulant for process                              |
| 09/02/2025 | 882998 | Hawkins                | Water          | \$ 32,415.90  | Coagulant for Process                              |
| 09/02/2025 | 882998 | Hawkins                | Water          | \$ 462.00     | Ferric Chloride for treatment of arsenic           |
| 09/02/2025 | ACH    | HDR                    | Engineering    | \$ 267.59     | WO 20-33 Public Works GIS Services,; Pmt 66        |
| 09/02/2025 | ACH    | HDR                    | Light Maint    | \$ 69.26      | WO 20-33 Public Works GIS Services,; Pmt 66        |
| 09/02/2025 | ACH    | HDR                    | P.W. Admin     | \$ 764.22     | WO 20-33 Public Works GIS Services,; Pmt 66        |
| 09/02/2025 | ACH    | HDR                    | Solid Waste    | \$ 311.67     | WO 20-33 Public Works GIS Services,; Pmt 66        |
| 09/02/2025 | ACH    | HDR                    | Storm Sewer    | \$ 851.58     | WO 20-33 Public Works GIS Services, Pmt 66         |
| 09/02/2025 | ACH    | HDR                    | Street/Traffic | \$ 1,049.13   | WO 20-33 Public Works GIS Services,; Pmt 66        |
| 09/02/2025 | ACH    | HDR                    | Wastewater     | \$ 1,145.94   | WO 20-33 Public Works GIS Services, Pmt 66         |
| 09/02/2025 | ACH    | HDR                    | Water          | \$ 3,411.04   | WO 20-33 Public Works GIS Services,; Pmt 66        |
| 09/02/2025 | 883005 | Insight Public Sector  | Public Safety  | \$ 3,510.00   | Qty. 30 FZ-40 toughbooks, docks, battery           |
| 09/02/2025 | 883005 | Insight Public Sector  | Public Safety  | \$ 139,231.50 | Qty. 30 FZ-40 toughbooks, docks, battery           |

| Check Date | Check  | Name                      | Fund Name      | Amount        | Item Desc                                            |
|------------|--------|---------------------------|----------------|---------------|------------------------------------------------------|
| 09/02/2025 | 883007 | Invoice Cloud             | Building       | \$ 22.61      | biller Portal Access for July 2025                   |
| 09/02/2025 | 883007 | Invoice Cloud             | City Ins Fund  | \$ 19.79      | biller Portal Access for July 2025                   |
| 09/02/2025 | 883007 | Invoice Cloud             | Parking        | \$ 19.79      | biller Portal Access for July 2025                   |
| 09/02/2025 | 883007 | Invoice Cloud             | Solid Waste    | \$ 503.13     | biller Portal Access for July 2025                   |
| 09/02/2025 | 883007 | Invoice Cloud             | Solid Waste    | \$ 8,090.64   | Biller Portal Access for July 2025                   |
| 09/02/2025 | 883007 | Invoice Cloud             | Wastewater     | \$ 12,135.95  | Biller Portal Access for July 2025                   |
| 09/02/2025 | 883007 | Invoice Cloud             | Water          | \$ 16,549.02  | Biller Portal Access for July 2025                   |
| 09/02/2025 | 883010 | Jane Waggoner Deschner    | Library        | \$ 1,277.50   | 11/24 - 9/25 Digital ads                             |
| 09/02/2025 | 883010 | Jane Waggoner Deschner    | Library        | \$ 4,016.25   | 11/24 - 9/25 Newsletter                              |
| 09/02/2025 | ACH    | Joe Johnson Equipment     | Fleet          | \$ 180.00     | P03112                                               |
| 09/02/2025 | ACH    | Joe Johnson Equipment     | Fleet          | \$ 741.00     | P03112                                               |
| 09/02/2025 | ACH    | Joe Johnson Equipment     | Fleet          | \$ 68.00      | P03112                                               |
| 09/02/2025 | ACH    | Joe Johnson Equipment     | Street/Traffic | \$ -          | sewer cleaner to replace unit 1238                   |
| 09/02/2025 | ACH    | Joe Johnson Equipment     | Street/Traffic | \$ 581,806.00 | sewer cleaner to replace unit 1239 - new unit # 1257 |
| 09/02/2025 | ACH    | Joe Johnson Equipment     | Street/Traffic | \$ 330.00     | CURTAIN- 4M CENT NSTK                                |
| 09/02/2025 | ACH    | Joe Johnson Equipment     | Wastewater     | \$ 209.44     | ELECTRICAL PANEL                                     |
| 09/02/2025 | ACH    | Joe Johnson Equipment     | Water          | \$ 377.50     | 24' TELESCOPIC P/N: GWCT-24                          |
| 09/02/2025 | ACH    | Joe Johnson Equipment     | Water          | \$ 518.50     | 8'-24' EXT. POLE ONLY P/N: EXT-2                     |
| 09/02/2025 | ACH    | Joe Johnson Equipment     | Water          | \$ 209.43     | ELECTRICAL PANEL                                     |
| 09/02/2025 | 883021 | Kittelsohn & Associates   | Planning       | \$ 11,725.54  | Professional Services Through July 31, 2025          |
| 09/02/2025 | 883022 | Knife River               | Gas Tax        | \$ 133,865.06 | WO 25-02 Missing Sidewalk Project; Pmt 1             |
| 09/02/2025 | 883022 | Knife River               | Sidewalk Const | \$ -          | WO 25-02 Missing Sidewalk Project                    |
| 09/02/2025 | 883022 | Knife River               | Street/Traffic | \$ 146.73     | Asphalt Curb on Matador                              |
| 09/02/2025 | 883022 | Knife River               | Street/Traffic | \$ 9,661.68   | Asphalt for Logan Lane..Street Repair                |
| 09/02/2025 | 883022 | Knife River               | Street/Traffic | \$ 4,516.51   | Asphalt for Street Repair/Anchor                     |
| 09/02/2025 | 883022 | Knife River               | Street/Traffic | \$ 766.31     | bike path and Wilderness & Grand                     |
| 09/02/2025 | 883022 | Knife River               | Street/Traffic | \$ 101.64     | street repair at Bay Hills and Castle Pi             |
| 09/02/2025 | ACH    | Kone                      | Airport        | \$ 3,877.77   | August 2025 Elevator/Escalator Service               |
| 09/02/2025 | ACH    | Kone                      | Airport        | \$ 64.67      | August 2025 Elevator/Escalator Service               |
| 09/02/2025 | ACH    | Kone                      | Airport        | \$ 157.04     | August 2025 Elevator/Escalator Service               |
| 09/02/2025 | 883027 | Lee Newspaper Enterprises | Gas Tax        | \$ 369.00     | Downtown 2-way Ad - Engineering                      |
| 09/02/2025 | 883027 | Lee Newspaper Enterprises | Gas Tax        | \$ 373.09     | Downtown 2-Way Project ad                            |

| Check Date | Check  | Name                      | Fund Name       | Amount      | Item Desc                                 |
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| 09/02/2025 | 883027 | Lee Newspaper Enterprises | Gas Tax         | \$ 369.00   | Downtown 2-way project ad WO 23-11        |
| 09/02/2025 | 883027 | Lee Newspaper Enterprises | St Maint Dist   | \$ 576.00   | Downtown 2-way Ad - Engineering           |
| 09/02/2025 | 883027 | Lee Newspaper Enterprises | St Maint Dist   | \$ 582.38   | Downtown 2-Way Project ad                 |
| 09/02/2025 | 883027 | Lee Newspaper Enterprises | St Maint Dist   | \$ 576.00   | Downtown 2-way project ad WO 23-11        |
| 09/02/2025 | 883027 | Lee Newspaper Enterprises | Tax Incrmnt N27 | \$ 855.00   | Downtown 2-way Ad - Engineering           |
| 09/02/2025 | 883027 | Lee Newspaper Enterprises | Tax Incrmnt N27 | \$ 864.48   | Downtown 2-Way Project ad                 |
| 09/02/2025 | 883027 | Lee Newspaper Enterprises | Tax Incrmnt N27 | \$ 855.00   | Downtown 2-way project ad WO 23-11        |
| 09/02/2025 | 883036 | MARTIN REAL ESTATE        | Water           | \$ 3,738.38 | Martin Real Estate...Acct # 3065425       |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Airport         | \$ 125.41   | 285 580 1000 6                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Airport         | \$ 1,432.50 | 595 580 1000 1                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Airport         | \$ 116.06   | 706 580 1000 7                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | CDBG            | \$ 17.39    | Act #766 804 8641 2 / Stmt dated 8-8-2025 |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Facilities      | \$ 125.26   | 130 733 1000 8                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Facilities      | \$ 2,347.73 | 375 963 4481 4                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Facilities      | \$ 236.56   | 757 633 1000 2                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Facilities      | \$ 26.62    | 799 152 1209 0                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Facilities      | \$ 144.85   | 989 733 1000 0                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Facilities      | \$ 77.66    | 993 733 1000 4                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Library         | \$ 379.35   | 219 924 4851 0                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Park Dist 1     | \$ 77.66    | 061 943 1000 6                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Park Dist 1     | \$ 102.58   | 112 138 9381 8                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Park Dist 1     | \$ 29.48    | 371 101 1000 6                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Park Dist 1     | \$ 40.88    | 437 780 1000 9                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Park Dist 1     | \$ 28.35    | 501 473 1000 2                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Park Dist 1     | \$ 34.46    | 571 295 3342 8                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Park Dist 1     | \$ 29.09    | 703 760 1000 8                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Park Dist 1     | \$ 1,304.13 | 879 660 1000 8                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Park Dist 1     | \$ 30.54    | 902 360 1000 6                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Park Dist 1     | \$ 35.90    | 927 890 1000 3                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Parking         | \$ 26.62    | 717 353 1000 6                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Public Safety   | \$ 26.62    | 062 907 9494 7                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Public Safety   | \$ 332.45   | 169 233 1000 3                            |
| 09/02/2025 | 883055 | Montana Dakota Utilities  | Public Safety   | \$ 255.34   | 307 111 5825 0                            |

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| 09/02/2025 | 883055 | Montana Dakota Utilities | Public Safety | \$ 98.66    | 442 190 1000 4 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Public Safety | \$ 26.62    | 514 117 0478 9 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Public Safety | \$ 124.55   | 533 653 1000 1 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Public Safety | \$ 83.25    | 602 589 7178 1 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Public Safety | \$ 111.03   | 668 670 1000 2 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Public Safety | \$ 44.97    | 672 860 1000 3 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Public Safety | \$ 183.50   | 819 360 1000 8 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Public Safety | \$ 81.15    | 885 880 1000 4 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Public Safety | \$ 27.65    | 930 442 2308 4 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Solid Waste   | \$ 98.66    | 284 225 1320 1 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Solid Waste   | \$ 114.05   | 602 680 9335 2 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Solid Waste   | \$ 26.62    | 770 390 1000 2 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Transit       | \$ 165.85   | 962 880 1000 0 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Wastewater    | \$ 1,139.23 | 293 780 1000 2 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Wastewater    | \$ 2,278.44 | 293 780 1000 2 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Wastewater    | \$ 1,139.23 | 293 780 1000 2 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Wastewater    | \$ 42.87    | 310 490 1000 7 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Wastewater    | \$ 29.57    | 410 490 1000 6 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Wastewater    | \$ 79.25    | 596 733 1000 5 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Wastewater    | \$ 78.54    | 713 064 3190 0 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Wastewater    | \$ 78.35    | 735 453 1000 2 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Wastewater    | \$ 79.25    | 843 879 2205 1 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Wastewater    | \$ 87.45    | 868 563 1000 7 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water         | \$ 30.19    | 010 490 1000 0 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water         | \$ 77.66    | 076 225 9180 3 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water         | \$ 28.05    | 110 490 1000 9 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water         | \$ 27.64    | 162 660 1000 4 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water         | \$ 26.62    | 209 077 5055 6 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water         | \$ 26.62    | 210 490 1000 8 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water         | \$ 128.58   | 310 490 1000 7 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water         | \$ 13.47    | 373 580 1000 9 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water         | \$ 13.46    | 373 580 1000 9 |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water         | \$ 88.69    | 410 490 1000 6 |

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| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 28.05      | 510 490 1000 5                                    |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 26.62      | 527 033 1000 4                                    |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 27.65      | 541 380 1000 1                                    |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 26.62      | 566 923 1000 8                                    |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 13.31      | 600 490 1000 6                                    |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 13.31      | 600 490 1000 6                                    |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 27.34      | 610 490 1000 4                                    |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 26.62      | 666 923 1000 7                                    |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 35.90      | 700 490 1000 5                                    |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 77.66      | 800 490 1000 4                                    |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 26.62      | 832 001 1000 1                                    |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 123.85     | 900 490 1000 3                                    |
| 09/02/2025 | 883055 | Montana Dakota Utilities | Water           | \$ 86.28      | 921 580 1000 6                                    |
| 09/02/2025 | 883056 | Montana Lines            | Gas Tax         | \$ 384,661.49 | WO 23-11 Downtown Two-Way Street Conversion       |
| 09/02/2025 | 883056 | Montana Lines            | St Maint Dist   | \$ 600,447.20 | WO 23-11 Downtown Two-Way Street Conversion       |
| 09/02/2025 | 883056 | Montana Lines            | Tax Incrmnt N27 | \$ 891,288.81 | WO 23-11 Downtown Two-Way Street Conversion       |
| 09/02/2025 | 883057 | Montana Peterbilt        | Fleet           | \$ 58.56      | 120559BL                                          |
| 09/02/2025 | 883057 | Montana Peterbilt        | Fleet           | \$ 12.49      | 120559BL                                          |
| 09/02/2025 | 883057 | Montana Peterbilt        | Fleet           | \$ 140.72     | 120655BL                                          |
| 09/02/2025 | 883057 | Montana Peterbilt        | Fleet           | \$ 3,518.00   | 121397BL                                          |
| 09/02/2025 | 883057 | Montana Peterbilt        | Fleet           | \$ 209.60     | 121777BL                                          |
| 09/02/2025 | 883057 | Montana Peterbilt        | Fleet           | \$ (52.40)    | CM121777BL                                        |
| 09/02/2025 | 883057 | Montana Peterbilt        | Solid Waste     | \$ 205.35     | AC CHECK                                          |
| 09/02/2025 | 883057 | Montana Peterbilt        | Transit         | \$ 22.32      | 121164BL water pump o ring                        |
| 09/02/2025 | 883057 | Montana Peterbilt        | Transit         | \$ 110.72     | 121418BL pressure sensor (1838, WO: 2026-172)     |
| 09/02/2025 | 883057 | Montana Peterbilt        | Transit         | \$ 478.45     | 121421BL crank case breather (1838, WO: 2026-172) |
| 09/02/2025 | 883057 | Montana Peterbilt        | Transit         | \$ 706.29     | 121727BL ENC water pump                           |
| 09/02/2025 | 883061 | Motorola Solutions       | Public Safety   | \$ 31,650.00  | Integration CAD RMS package May 2025-May 2026     |
| 09/02/2025 | 883063 | MT Dept of Revenue-CGR2  | Gas Tax         | \$ 3,885.47   | WO 23-11 Downtown Two-Way Street Conversion       |
| 09/02/2025 | 883063 | MT Dept of Revenue-CGR2  | Gas Tax         | \$ 1,352.17   | WO 25-02 Missing Sidewalk Project; Pmt 1          |
| 09/02/2025 | 883063 | MT Dept of Revenue-CGR2  | Sidewalk Const  | \$ -          | WO 25-02 Missing Sidewalk Project                 |
| 09/02/2025 | 883063 | MT Dept of Revenue-CGR2  | St Maint Dist   | \$ 6,065.12   | WO 23-11 Downtown Two-Way Street Conversion       |
| 09/02/2025 | 883063 | MT Dept of Revenue-CGR2  | St Maint Dist   | \$ 5,035.48   | WO 25-03 Contract 3 - City Chip Seal/Scrub Seal   |

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| 09/02/2025 | 883063 | MT Dept of Revenue-CGR2     | Tax Incrmnt N27 | \$ 9,002.92  | WO 23-11 Downtown Two-Way Street Conversion        |
| 09/02/2025 | 883063 | MT Dept of Revenue-CGR2     | Wastewater      | \$ 1,030.67  | Retainage Release 1                                |
| 09/02/2025 | 883063 | MT Dept of Revenue-CGR2     | Wastewater      | \$ 188.50    | WO 23-22 WRF Digester Boiler..Construction; Pmt 6  |
| 09/02/2025 | 883063 | MT Dept of Revenue-CGR2     | Water           | \$ -         | WO 1912 West End Reservoir Const Services Contract |
| 09/02/2025 | 883063 | MT Dept of Revenue-CGR2     | Water           | \$ 12,040.93 | WO 19-12 West End Reservoir Project; Pmt 6         |
| 09/02/2025 | 883063 | MT Dept of Revenue-CGR2     | Water           | \$ 3,946.81  | WO 25-01 Contract 3 Rosemont Water Main Replac     |
| 09/02/2025 | 883063 | MT Dept of Revenue-CGR2     | Water           | \$ 8,570.29  | WO 25-01 Grand Ave Water Main Replacement; Pmt 1   |
| 09/02/2025 | 883067 | Network Information Systems | Facilities      | \$ 3,409.00  | Built new antenna mast at BOC                      |
| 09/02/2025 | 883067 | Network Information Systems | Park Dist 1     | \$ 1,055.00  | Replace and Install new camera at Cemetery         |
| 09/02/2025 | ACH    | NorMont Equipment           | Street/Traffic  | \$ 2,634.00  | tack oil used for pothole repair                   |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Fleet           | \$ 45.41     | 7384179                                            |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Fleet           | \$ 32.08     | 7384179                                            |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Fleet           | \$ 57.08     | 7384179                                            |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Fleet           | \$ 107.19    | 7384297                                            |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Fleet           | \$ 4.72      | 7384297                                            |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Fleet           | \$ 35.90     | 7384297                                            |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Fleet           | \$ 45.16     | 7384297                                            |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Street/Traffic  | \$ 1,049.60  | Drainage Pipe Bike Path & Wilderness               |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 78.15     | 1" COMPRESSION X MIP ADAPTER CTS - (H15428)        |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 258.30    | 1" COUPLING CTS X FLARE 74755Q1 P/N: 2108793       |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 73.00     | 1" STIFFENERS - CTS PE INSERTS SS P/N: 2077193     |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 137.10    | 1" X 1/2" BRASS BELL REDUCER P/N: 0405842          |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 1,539.06  | 12" X 20" SH CI-FC REPAIR CLAMP - F1-1350 X 20-SH  |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 31.38     | 2 OZ TUBE GASOILA THREAD SEALA P/N: 4618000        |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 506.86    | 2" T113 BRASS GATE VALVE P/N: 1191384              |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 72.87     | 3/4" BRASS 90° STREET ELBOW - (0408094)            |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 3,926.88  | 6' wire...meter shop                               |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 217.60    | 681920 7/8" SHELL CUTTER - 1" TAP P/N: 2118120     |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 157.49    | Antenna base                                       |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 39.00     | BLACK NIPPLE 1-1/4" X 2" P/N: 0451256              |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 45.54     | BLACK NIPPLE 1-1/4" X 8" P/N: 0451352              |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 30.36     | BLACK NIPPLE 1-1/4" X 8" P/N: 0451352              |
| 09/02/2025 | ACH    | Northwest Pipe Fittings     | Water           | \$ 70.50     | BRASS BUSHING 1 1/2 X 1 - P/N: 111-275-01590       |

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| 09/02/2025 | ACH    | Northwest Pipe Fittings | Water       | \$ 824.96   | DRAIN VALVE K8136 (2316152) P/N: 333-030-00410      |
| 09/02/2025 | ACH    | Northwest Pipe Fittings | Water       | \$ 354.32   | Fittings to re-connect water Service PBD            |
| 09/02/2025 | ACH    | Northwest Pipe Fittings | Water       | \$ 275.10   | H-10325 STEEL PENTAGON KEY FOR CURB BOX LIDS        |
| 09/02/2025 | ACH    | Northwest Pipe Fittings | Water       | \$ 933.98   | K81 SEAT RING - (3196772) P/N: 2131279              |
| 09/02/2025 | ACH    | Northwest Pipe Fittings | Water       | \$ 385.02   | lab Bldg Sewage Pump                                |
| 09/02/2025 | ACH    | Northwest Pipe Fittings | Water       | \$ 88.40    | O-RING UPPER SEAT - K8126A (442658P F/5-1/4")       |
| 09/02/2025 | ACH    | Northwest Pipe Fittings | Water       | \$ 86.55    | parts for boiler repair                             |
| 09/02/2025 | ACH    | Northwest Pipe Fittings | Water       | \$ 55.19    | Staples Chlorine feed System Repair                 |
| 09/02/2025 | ACH    | Northwest Pipe Fittings | Water       | \$ 407.10   | VALVE BOX RISER #69A SLIP TYPE (112204 VBR69A)      |
| 09/02/2025 | ACH    | Northwest Pipe Fittings | Water       | \$ 66.25    | valve gauge cock                                    |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 2,013.45 | 0100483-7. Runway Lights. August 2025               |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 1,713.12 | 0100484-5. ARFF Facility. August 2025               |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 47.62    | 1138926-9. Aero Interiors. August 2025              |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 825.01   | 1669567-8. TSA. August 2025                         |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 1,989.93 | 1993430-6. Car Wash. August 2025                    |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 340.33   | 2001846-1. Mud Wash. August 2025                    |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 321.34   | 2001848-7. Detail Bay 1 Hertz. August 2025          |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 276.58   | 2001855-2. Detail Bay 2 National/Alamo. August 2025 |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 117.71   | 2001862-8. Detail Bay 3 Enterprise. August 2025     |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 199.64   | 2001865-1. Detail Bay 4 Avis/Budget. August 2025    |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 57.74    | 2001867-7. Detail Bay 5 Avis/Budget. August 2025    |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 69.45    | 3085107-5. Employee Parking. August 2025            |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 304.58   | 3446396-8. USDA. August 2025                        |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 1,275.90 | 3477231-9. Parking Zone. August 2025                |
| 09/02/2025 | 883071 | NorthWestern Energy     | Airport     | \$ 34.83    | 3733186-5. Airport Storage. August 2025             |
| 09/02/2025 | 883071 | NorthWestern Energy     | Facilities  | \$ 602.70   | 0720829-1                                           |
| 09/02/2025 | 883071 | NorthWestern Energy     | Park Dist 1 | \$ 1,606.67 | 0100506-5                                           |
| 09/02/2025 | 883071 | NorthWestern Energy     | Park Dist 1 | \$ 227.53   | 0712683-2                                           |
| 09/02/2025 | 883071 | NorthWestern Energy     | Park Dist 1 | \$ 22.05    | 0722237-5                                           |
| 09/02/2025 | 883071 | NorthWestern Energy     | Park Dist 1 | \$ 22.78    | 0722247-4                                           |
| 09/02/2025 | 883071 | NorthWestern Energy     | Park Dist 1 | \$ 317.69   | 0722251-6                                           |
| 09/02/2025 | 883071 | NorthWestern Energy     | Park Dist 1 | \$ 0.23     | 0722254-0                                           |
| 09/02/2025 | 883071 | NorthWestern Energy     | Park Dist 1 | \$ 106.59   | 0722255-7                                           |

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| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 649.13 | 0722257-3 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 563.46 | 0722260-7 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 43.25  | 0722261-5 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 54.06  | 0722262-3 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 86.66  | 0722263-1 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 160.01 | 0722265-6 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 83.57  | 0722266-4 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 22.54  | 0722268-0 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 33.04  | 0722269-8 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 12.78  | 0722292-0 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 64.96  | 0722293-8 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 35.32  | 0722905-7 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 380.23 | 0722933-9 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 12.73  | 0723027-9 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 377.53 | 0723035-2 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 23.05  | 0723036-0 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 242.79 | 0723037-8 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 71.72  | 0723042-8 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 442.75 | 0723044-4 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 138.73 | 0723048-5 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 39.79  | 0723051-9 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ -      | 0723052-7 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 381.85 | 0723054-3 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 26.66  | 0723055-0 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 45.60  | 0723056-8 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 24.79  | 0723057-6 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 41.19  | 0723058-4 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 32.00  | 0723090-7 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 22.05  | 0723162-4 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 870.98 | 0723170-7 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 52.73  | 0789437-1 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 0831702-6 |
| 09/02/2025 | 883071 | NorthWestern Energy | Park Dist 1 | \$ 32.00  | 4081700-9 |

| Check Date | Check  | Name                | Fund Name      | Amount       | Item Desc                                               |
|------------|--------|---------------------|----------------|--------------|---------------------------------------------------------|
| 09/02/2025 | 883071 | NorthWestern Energy | Parking        | \$ 1,671.32  | 0720834-1                                               |
| 09/02/2025 | 883071 | NorthWestern Energy | Parking        | \$ 1,397.42  | 1569636-2                                               |
| 09/02/2025 | 883071 | NorthWestern Energy | Parks Maint    | \$ 241.79    | 4299970-6                                               |
| 09/02/2025 | 883071 | NorthWestern Energy | Public Safety  | \$ 778.46    | 0712537-0                                               |
| 09/02/2025 | 883071 | NorthWestern Energy | Public Safety  | \$ 551.49    | 0720840-8                                               |
| 09/02/2025 | 883071 | NorthWestern Energy | Radio          | \$ 391.21    | 0721580-9                                               |
| 09/02/2025 | 883071 | NorthWestern Energy | Street/Traffic | \$ 22.05     | 0723645-8                                               |
| 09/02/2025 | 883071 | NorthWestern Energy | Transit        | \$ 43.22     | 0712764-0                                               |
| 09/02/2025 | 883071 | NorthWestern Energy | Transit        | \$ 247.19    | 1784756-7                                               |
| 09/02/2025 | 883071 | NorthWestern Energy | Wastewater     | \$ 157.74    | Northwestern Energy 2082903-2 July 2025                 |
| 09/02/2025 | 883071 | NorthWestern Energy | Water          | \$ 4,862.24  | 0722252-4                                               |
| 09/02/2025 | 883071 | NorthWestern Energy | Water          | \$ 7,712.11  | 0723043-6                                               |
| 09/02/2025 | 883071 | NorthWestern Energy | Water          | \$ 1,020.12  | 4374 Hesper Rd..TEMP Service July 2025                  |
| 09/02/2025 | 883071 | NorthWestern Energy | Water          | \$ 1,483.16  | 4519 Hesper Rd TEMP service...July 2025                 |
| 09/02/2025 | 883071 | NorthWestern Energy | Water          | \$ 950.99    | 5809 Canyonwoods Dr...July 2025                         |
| 09/02/2025 | 883077 | Pioneer Technical   | Tax Incrmnt S  | \$ 3,577.50  | Professional Services from July 1, 2025 - July 31, 2025 |
| 09/02/2025 | 883078 | Polydyne            | Wastewater     | \$ 5,096.00  | Chemical for Struvite Control                           |
| 09/02/2025 | ACH    | RDO Equipment       | Street/Traffic | \$ 2,563.78  | Replacement teeth for manhole saw used i                |
| 09/02/2025 | 883093 | Sherwin Williams    | Street/Traffic | \$ 1,096.56  | ARM BEAM                                                |
| 09/02/2025 | 883093 | Sherwin Williams    | Street/Traffic | \$ 48,500.00 | Graco Grind Lazer Road grinding unit                    |
| 09/02/2025 | 883093 | Sherwin Williams    | Wastewater     | \$ 69.44     | Paint thinner                                           |
| 09/02/2025 | 883093 | Sherwin Williams    | Water          | \$ 69.45     | Paint thinner                                           |
| 09/02/2025 | 883093 | Sherwin Williams    | Water          | \$ 116.98    | PAINT THINNER - 1 GALLON P/N: 5940333                   |
| 09/02/2025 | 883093 | Sherwin Williams    | Water          | \$ 763.60    | RED PAINT IND URE ALK SF - RED P/N: B54R158             |
| 09/02/2025 | 883094 | SHI International   | IT Resources   | \$ 1,508.69  | ME Key Manager Plus -Missed on original quote           |
| 09/02/2025 | 883094 | SHI International   | IT Resources   | \$ 40,424.99 | Annual Manage Engine Renewal thru 8/28/26               |
| 09/02/2025 | 883095 | Solid Waste Systems | Fleet          | \$ 38.69     | P10143SPO                                               |
| 09/02/2025 | 883095 | Solid Waste Systems | Fleet          | \$ 1,996.58  | P10143SPO                                               |
| 09/02/2025 | 883095 | Solid Waste Systems | Fleet          | \$ 272.40    | P10196SPO                                               |
| 09/02/2025 | 883095 | Solid Waste Systems | Fleet          | \$ 24.75     | P10196SPO                                               |
| 09/02/2025 | 883095 | Solid Waste Systems | Fleet          | \$ 243.35    | P9323SPO                                                |
| 09/02/2025 | 883095 | Solid Waste Systems | Fleet          | \$ 9,910.67  | P9323SPO                                                |
| 09/02/2025 | 883095 | Solid Waste Systems | Fleet          | \$ 136.41    | P9696SPO                                                |

| Check Date | Check  | Name                | Fund Name   | Amount       | Item Desc                                          |
|------------|--------|---------------------|-------------|--------------|----------------------------------------------------|
| 09/02/2025 | 883095 | Solid Waste Systems | Fleet       | \$ 65.48     | P9696SPO                                           |
| 09/02/2025 | 883098 | Star Service        | Wastewater  | \$ 18,661.50 | WO 23-22 WRF Digester Boiler...Construction; PMt 6 |
| 09/02/2025 | 883098 | Star Service        | Water       | \$ 4,350.00  | Billings Heights flow meter inspection             |
| 09/02/2025 | 883098 | Star Service        | Water       | \$ 5,830.00  | new mag meter install for Billings Heigh           |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 871.20    | back stock - Tires                                 |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 1,765.00  | back stock - tires                                 |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 1,949.00  | back stock - tires                                 |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 4,658.40  | back stock - tires                                 |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ (715.00)  | DISMOUNT, MOUNT, TIRE REPAIR, ROTATION             |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 3,406.57  | loader tire purchase                               |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 156.96    | SERVICE CALL, O-RINGS, INSTALL TIRE                |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 140.00    | SERVICE CALL, TIRE ROTATION                        |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 112.50    | TIRE MOUNT FOR 0059                                |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 70.00     | TIRE REPAIR AND ROTATION FOR 0097                  |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 25.00     | TIRE REPAIR FOR 0103                               |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 190.00    | TIRE REPAIRS, TIRE ROTATIONS                       |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 715.00    | TIRE REPAIRS. ROTATIONS, DISMOUNT, MOUNT           |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 60.00     | TIRE ROTAION, REPAIR FOR 0084                      |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ (95.00)   | TIRE ROTATION                                      |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ (90.00)   | TIRE ROTATION                                      |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 90.00     | TIRE ROTATION                                      |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 95.00     | TIRE ROTATION                                      |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 5.00      | TIRE ROTATION                                      |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 90.00     | TIRE ROTATION AND REPAIR FOR 0077                  |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 50.00     | TIRE ROTATION FOR 0059                             |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 15.00     | TIRE ROTATION FOR 0072                             |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 20.00     | TIRE ROTATION FOR 0107                             |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 5.00      | TIRE ROTATION ON 0106                              |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 120.00    | TIRE ROTATION, DISMOUNT, MOUNT FOR 0081            |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 60.00     | TIRE ROTATION, DISMOUNT, MOUNT FOR 0088            |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ (417.50)  | TIRE ROTATION, DISMOUNT, MOUNT, TIRE REPAIR        |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 417.50    | TIRE ROTATION, DISMOUNT, MOUNT, TIRE REPAIR        |
| 09/02/2025 | 883111 | Tire-Rama           | Solid Waste | \$ 60.00     | TIRE ROTATION, REPAIR FOR 0091                     |

| Check Date | Check  | Name                  | Fund Name   | Amount        | Item Desc                                    |
|------------|--------|-----------------------|-------------|---------------|----------------------------------------------|
| 09/02/2025 | 883111 | Tire-Rama             | Solid Waste | \$ 715.00     | TIRE ROTATION, REPAIR, DISMOUNT, MOUNT       |
| 09/02/2025 | 883111 | Tire-Rama             | Solid Waste | \$ (190.00)   | TIRE ROTATION, TIRE REPAIR                   |
| 09/02/2025 | 883111 | Tire-Rama             | Solid Waste | \$ 95.00      | TIRE ROTATIONS                               |
| 09/02/2025 | 883111 | Tire-Rama             | Solid Waste | \$ 5.00       | TIREROTATION FOR 0085                        |
| 09/02/2025 | 883111 | Tire-Rama             | Solid Waste | \$ 931.24     | YOKO TIRE WITH ROTATION VEHICLE 0270         |
| 09/02/2025 | 883111 | Tire-Rama             | Solid Waste | \$ 931.24     | YOKO TIRE, ROTATION FOR VEHICLE 0273         |
| 09/02/2025 | 883111 | Tire-Rama             | Solid Waste | \$ 975.18     | YOKO TIRE, ROTATION ON VEHICLE 0270          |
| 09/02/2025 | 883111 | Tire-Rama             | Solid Waste | \$ 975.18     | YOKO TIRE, ROTATION ON VEHICLE 0273          |
| 09/02/2025 | 883111 | Tire-Rama             | Solid Waste | \$ (1,950.36) | YOKO TIRES, ROTATION ON VEHICLES 0270 & 0273 |
| 09/02/2025 | ACH    | Town & Country Supply | Facilities  | \$ 215.78     | Inv. 448928 City Hall Gen Set Diesel         |
| 09/02/2025 | ACH    | Town & Country Supply | Fleet       | \$ 3,226.26   | 449169                                       |
| 09/02/2025 | ACH    | Town & Country Supply | Fleet       | \$ 13,318.61  | 449169                                       |
| 09/02/2025 | ACH    | Town & Country Supply | Fleet       | \$ 3,730.23   | 449169                                       |
| 09/02/2025 | ACH    | Town & Country Supply | Fleet       | \$ 9,625.71   | 449169                                       |
| 09/02/2025 | ACH    | Town & Country Supply | Solid Waste | \$ 19,552.40  | 448682                                       |
| 09/02/2025 | ACH    | Town & Country Supply | Transit     | \$ 17,238.60  | 448461 diesel fuel (6000 gal.)               |
| 09/02/2025 | ACH    | Town & Country Supply | Transit     | \$ 5,586.60   | 449175 unleaded fuel (2000 gal.)             |
| 09/02/2025 | ACH    | Town & Country Supply | Water       | \$ 12,561.19  | UNLEADED FUEL                                |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 47.43      | 0986 Lp Anderson Point S - PCard             |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 50.67      | 0986 Lp Anderson Point S - PCard             |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 1,589.56   | Adb Safegate Americas - PCard                |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 1,095.00   | Airports Cncil Aci-Na - PCard                |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 1,079.97   | Amazon Mktpl*1R2Vm8N93 - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 1,368.45   | Amazon Mktpl*884F55Kw3 - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 47.96      | Amazon Mktpl*C763K9Mv3 - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 6,584.71   | Amazon Mktpl*D95O04Vh3 - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 49.44      | Amazon Mktpl*Di00H8Lq3 - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 582.39     | Amazon Mktpl*Lz6Jx0Oc3 - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 1,895.46   | Amazon Mktpl*M07U07Zb3 - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 45.60      | Amazon Mktpl*Nd8Oh1Z30 - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 197.96     | Amazon Mktpl*T05Fo0Rc3 - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ 131.95     | Amazon Mktpl*Xe0Ov56l3 - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards      | Airport     | \$ (1,368.45) | Amazon Mktplace Pmts - PCard                 |

| Check Date | Check | Name             | Fund Name | Amount      | Item Desc                         |
|------------|-------|------------------|-----------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 374.66   | Amazon.Com*Bn7C64ly3 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 14.12    | Amazon.Com*D89V3373 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 797.28   | Amazon.Com*W858G76B3 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 131.39   | Amazon.Com*X63X62Bi3 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 425.00   | American Association O - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 460.00   | Associatio* Aaae Caree - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 8.95     | Batteries+Bulbs #0253 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 980.00   | Big Sky Fire Equipment - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 220.90   | Billings Kubota Inc - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 2,391.00 | Billings Overhead Door In - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 335.44   | Buildersfirstsource64021 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 25.25    | Culligan Billings - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 289.89   | Ebay O*08-13414-12070 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 144.06   | Ecolab Inc - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 226.41   | Ecolab Inc - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 149.88   | Ecolab Inc - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 130.28   | Ecolab Inc - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 144.06   | Ecolab Inc - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 226.41   | Ecolab Inc - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 149.88   | Ecolab Inc - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 130.28   | Ecolab Inc - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 8.99     | Evergreen Ace Hardware - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 49.98    | Evergreen Ace Hardware - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 44.95    | Evergreen Ace Hardware - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 8.98     | Fastenal Company 01Mtbll - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 1,848.96 | Genesis Lamp Corp - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 745.36   | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 83.76    | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 106.20   | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 33.65    | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 64.44    | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 1,025.43 | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 330.93   | Grainger - PCard                  |

| Check Date | Check | Name             | Fund Name | Amount      | Item Desc                         |
|------------|-------|------------------|-----------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 71.35    | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 452.56   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 341.46   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 122.21   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 29.99    | Harbor Freight Tools 207 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 90.00    | In *Cotter'S Sewer, Septi - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ (90.78)  | Insight Public Sector - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 3,089.44 | Itw Gse - PCard                   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 2,272.84 | Kb Commercial Products - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 1,494.22 | Kb Commercial Products - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 1,427.40 | Kb Commercial Products - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 221.49   | Kb Commercial Products - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 34.56    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 36.98    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 6.99     | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 21.96    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 34.99    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 2.78     | Lowes #00319* - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 150.00   | Macon Supply Inc - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 756.88   | Mb Companies - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 163.06   | Norco - 97 - Billings - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 587.74   | North Coast Electric - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 2,118.64 | North Coast Electric - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 38.64    | Northwest Pipe Fittings - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 901.01   | Npc*New Pig Corp - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 1,080.00 | Pzg**Mt Dept Revenue-E - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 227.38   | Rdo Equipment Billings - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 47.80    | Rdo Equipment Billings - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 87.07    | Rdo Equipment Billings - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 176.00   | Redd"S Prints & Signs In - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 71.69    | Rocking Tree Floral And G - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 480.60   | Safelite Autoglass - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport   | \$ 110.98   | Shipton'S Big R Service - PCard   |

| Check Date | Check | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|-------|------------------|------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport    | \$ 311.70   | Sp Plastic Curtains - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport    | \$ 108.99   | Spi*Directv Service - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport    | \$ 45.00    | Spic And Span - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport    | \$ 3,045.84 | State Chemic*State Che - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport    | \$ 3.05     | Tacoma Screw Products Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport    | \$ 93.79    | Tacoma Screw Products Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport    | \$ 25.84    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport    | \$ 82.16    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport    | \$ 80.00    | Tlf*Gaffaneys Floral - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport    | \$ 222.56   | Trudoor Llc - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport    | \$ 1,800.00 | Yellowstone Electric Comp - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Airport    | \$ 16.59    | Zoom.Com 888-799-9666 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Amend Park | \$ 250.80   | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ 158.18   | Amazon Mktpl*Ce5Dl4Js3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ 34.77    | Amazon Mktpl*Gr1O43Rp3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ 55.94    | Amazon Mktpl*Sk1Qb7Fd3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ (329.99) | Amazon Reta* N39Gu6Cv1 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ 26.74    | Amazon Reta* Su3921Q63 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ 88.50    | American Water Technol - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ 60.00    | Business Improvement D - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ 51.00    | Creative Monograms Smb - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ 101.28   | Dakota Supply Group - Bil - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ 38.97    | Evergreen Ace Hardware - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ 16.17    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ 34.02    | Samsclub #4805 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Building   | \$ 34.39    | Wal-Mart #2923 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG       | \$ 81.14    | Amazon Mktpl*184Rj7G63 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG       | \$ 14.48    | Amazon Mktpl*Dx84Y2B53 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG       | \$ 9.99     | Amazon Mktpl*H82lf4Cm3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG       | \$ 200.74   | Amazon Mktpl*P63U95C83 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG       | \$ 58.79    | Amazon Reta* Dk1V70203 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG       | \$ 10.59    | Amazon Reta* Dl58B4A13 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG       | \$ 14.17    | Amazon Reta* Md51T35T3 - PCard    |

| Check Date | Check | Name             | Fund Name        | Amount    | Item Desc                         |
|------------|-------|------------------|------------------|-----------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG             | \$ 27.99  | Amazon Reta* Qe1Av2Rv3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG             | \$ 105.24 | Amazon.Com*My5Nu4Fv3 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG             | \$ 24.98  | Billingsgazettethriftynck - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG             | \$ 110.18 | Dd *Doordash Caferiofr - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG             | \$ 613.04 | Expedia 73197999999434 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG             | \$ 641.50 | Expedia 73213677044885 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG             | \$ 277.20 | Fh* Flying Pig Adventu - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG             | \$ 347.08 | Insight Public Sector - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG             | \$ 20.00  | Openai *Chatgpt Subscr - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | CDBG             | \$ 51.20  | Tst* The Old Saloon - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Central Services | \$ 169.29 | Amazon Mktpl*Bi59S8Nt3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Central Services | \$ 351.60 | Amazon Reta* 492Sa5C93 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Central Services | \$ 74.36  | Amazon Reta* C97Ri3Ya3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Central Services | \$ 74.36  | Amazon Reta* Re34H7lh3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Court Grants     | \$ 66.50  | Albertsons #4041 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Court Grants     | \$ 25.00  | Sq *Angela'S Piazza - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Court Grants     | \$ 36.34  | Straighttalk*Airtime - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Court Grants     | \$ 26.24  | Tracfone *Airtime - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Court Grants     | \$ 183.88 | Wm Supercenter #1956 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Engineering      | \$ 58.13  | A&H Specialties - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Engineering      | \$ 189.95 | Als Bootery & Repair Shop - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Engineering      | \$ 68.70  | Econo Print - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Engineering      | \$ 114.64 | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Engineering      | \$ 118.68 | Northwest Industrial Supp - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Engineering      | \$ 20.94  | Northwest Industrial Supp - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Engineering      | \$ 176.16 | Northwest Industrial Supp - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Engineering      | \$ 44.03  | Office Depot #450 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Engineering      | \$ 113.00 | Pp*Zee Creative - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Engineering      | \$ 142.14 | Safetyvideos.Com - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Engineering      | \$ 49.97  | Wm Supercenter #1956 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | EOC 911          | \$ 272.04 | Mid-Rivers Telephone Coo - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities       | \$ 482.16 | Ace Electric - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities       | \$ 345.00 | Air Controls-Billings - PCard     |

| Check Date | Check | Name             | Fund Name  | Amount      | Item Desc                        |
|------------|-------|------------------|------------|-------------|----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 439.52   | Air Controls-Billings - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 125.00   | Air Controls-Billings, I - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 426.76   | Alsco Inc. - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 426.76   | Alsco Inc. - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 1,255.08 | Alsco Inc. - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 145.51   | Amazon Mktpl*0L2Ik1Ia3 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 549.58   | Amazon Mktpl*743Vj5P23 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 18.69    | Amazon Mktpl*Zs76J95E3 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 19.99    | Amazon Reta* 752X59443 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 73.88    | Amazon Reta* Il6W44Rv3 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 16.51    | Amazon.Com*Zw4Jl4Da3 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 186.78   | Ecolab Inc - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 13.87    | Ferguson Ent #1342 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 17.34    | Ferguson Ent #1342 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 18.53    | Ferguson Ent #1342 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 106.00   | In *Ryan Comyn - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 577.24   | Kb Commercial Products - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 54.51    | Kb Commercial Products - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 779.53   | Kb Commercial Products - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 2,449.75 | Kb Commercial Products - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 16.04    | Kb Commercial Products - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 42.28    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 75.55    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 52.98    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 29.98    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 26.99    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 12.59    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 14.99    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 108.90   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 3.99     | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 91.93    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 2.58     | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities | \$ 29.98    | Kings Ace Hdwe - PCard           |

| Check Date | Check | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|-------|------------------|-------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 10.32    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 103.50   | Marketing Specialties In - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 3,568.40 | Midland Mechanical Inc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 159.50   | Midland Mechanical Inc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 37.70    | Mountain Supply Company B - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 161.00   | Overhead Door-S Mont - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 1,080.00 | Reliable Automation Syste - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 903.65   | Reliable Automation Syste - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 129.95   | Shipton'S Big R West - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 43.75    | Spinfresh Laundry - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 2,407.59 | State Chemic*State Che - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 630.00   | Summit Fire And Security - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ (630.00) | Summit Fire And Security - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 1,394.00 | Summit Fire And Security - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 32.46    | Tacoma Screw Products Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 124.86   | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 37.94    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 22.98    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 46.42    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 49.94    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 1,118.00 | West End Lock And Securit - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Facilities  | \$ 90.00    | West End Lock And Securit - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Fire Grants | \$ 4,786.34 | National Safety Inc - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Fire Grants | \$ 1,279.10 | National Safety Inc - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Fire Grants | \$ 348.66   | Tractor-Supply-Co #0303 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Fire Grants | \$ (99.68)  | Tractor-Supply-Co #0303 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Fire Grants | \$ 87.73    | Uline *Ship Supplies - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Fire Grants | \$ 625.36   | United 0162322493783 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Fleet       | \$ 863.64   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Fleet       | \$ 432.00   | Pzg**Mt Dept Revenue-E - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Fleet       | \$ 62.73    | Stapls7661621809000001 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Fleet       | \$ 22.97    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Gas Tax     | \$ 12.39    | Facebk *Bhxlstlw42 - PCard        |

| Check Date | Check | Name             | Fund Name | Amount      | Item Desc                         |
|------------|-------|------------------|-----------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 59.00    | Aaim - Services - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 14.99    | Adobe Inc - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 19.99    | Adobe Inc - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 14.24    | Amazon Mark* 2A02J3Jt3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 187.62   | Amazon Mktpl*869Xw3Jd3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 15.99    | Amazon Mktpl*N29P501P3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 60.41    | Amazon Mktpl*O368X7Qw3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 29.84    | Amazon Mktpl*P168V2N93 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 13.39    | Amazon Reta* En4Uk8I53 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 21.46    | Amazon Reta* Y877O5Fa3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 18.99    | Amazon.Com*Gd2G040E3 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 105.96   | Amazon.Com*Zb60F3Qm3 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 30.00    | American Society Of Notar - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 79.90    | Billings Army Navy Surpl - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 86.01    | Conoco - Kalispell 7 1280 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 87.93    | Domino'S 7003 - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 299.92   | Doubletree Hotels - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 260.23   | Econo Print - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 84.91    | Fedex39295427 - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 100.00   | Frederick Process - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 95.00    | Government Finance Off - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 450.00   | Hanser Wrecker Company - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 450.00   | Hanser Wrecker Company - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 655.80   | Hilton Hotels - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 2,084.58 | Insight Public Sector - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 325.09   | Insight Public Sector - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 373.26   | Insight Public Sector - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 157.00   | Jakes Downtown - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 162.50   | Juli Pierce Law Pllc - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 8.99     | Mileiq Us Monthly Sub - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 50.00    | Montana Notary In-Pers - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 25.00    | Montana Secretary State - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | General   | \$ 44.00    | Mooses Saloon - PCard             |

| Check Date | Check | Name             | Fund Name    | Amount      | Item Desc                         |
|------------|-------|------------------|--------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 210.00   | Mtleague.Org - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 420.00   | Mtleague.Org - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 150.00   | Mtleague.Org - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 570.00   | Mtleague.Org - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 210.00   | Mtleague.Org - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 20.00    | Openai *Chatgpt Subscr - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 200.00   | Pzg**Mt Dept Environ Q - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 2.99     | Remarkable - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 591.96   | RI Kalispell Front Desk - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 624.36   | RI Kalispell Front Desk - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 111.06   | Sams Club #4805 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 299.00   | Societyforhumanresource - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 246.58   | Stapls7662299788000002 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 139.23   | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 27.50    | The Rubber Stamp Shop, In - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 2,255.33 | Thomson West*Tcd - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 18.00    | Tst* Sunrift Beer Co Tapr - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 50.51    | Uber *Eats - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 11.33    | Usps Po 2907800103 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 72.00    | Wal-Mart #7199 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 115.90   | Wasabi Technologies - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 16.59    | Zoom.Com 888-799-9666 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 16.59    | Zoom.Com 888-799-9666 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | General      | \$ 66.39    | Zoom.Com 888-799-9666 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 30.98    | Amazon Mktpl*6X10R4Ro3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 37.07    | Amazon Mktpl*D87Ef0P03 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 233.50   | Amazon Mktpl*L945T1Tx3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 55.28    | Amazon Mktpl*L97Nt1Lc3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 291.06   | Amazon Reta* 6E7728Wc3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 1,296.35 | Digicert - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 1,919.00 | Esri - PCard                      |
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 220.00   | Have I Been Pwned - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 145.51   | Insight Public Sector - PCard     |

| Check Date | Check | Name             | Fund Name    | Amount      | Item Desc                         |
|------------|-------|------------------|--------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 2,078.46 | Insight Public Sector - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 322.43   | Insight Public Sector - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 1,108.33 | N Harris Computer Corpor - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | IT Resources | \$ 20.00    | Openai *Chatgpt Subscr - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 1,293.70 | 4Te*Alarm Monitoring Serv - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 239.88   | Adobe Inc - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 39.11    | Albertsons #0038 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 12.99    | Albertsons #4025 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 6.98     | Albertsons #4025 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 300.00   | Albertsons #4025 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 140.00   | Albertsons #4025 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 7.38     | Albertsons #4041 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 153.19   | Alsco Inc. - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 35.00    | Amazon Digi* Jx3No1Y13 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 12.99    | Amazon Mktpl*Aj80V00X3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 23.27    | Amazon Mktpl*B12619Gw3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 39.99    | Amazon Mktpl*Bq3Y70Vg3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 50.04    | Amazon Mktpl*Fx9Xp81T3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 86.74    | Amazon Mktpl*H41D161Q3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 15.00    | Amazon Mktpl*I65Kh40Z3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 31.95    | Amazon Mktpl*Kq09V7S83 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 3.99     | Amazon Mktpl*Kq09V7S83 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 9.99     | Amazon Mktpl*Re6Oc0Og3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 34.95    | Amazon Mktpl*Ts3Es1I73 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 23.98    | Amazon Mktpl*V09Ks12A3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ (105.56) | Amazon Reta* 1R26A2X43 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 13.99    | Amazon Reta* 3W1Kk6Hp3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 14.20    | Amazon Reta* 4919S21E3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 11.55    | Amazon Reta* 8N3Nz7Aj3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 29.95    | Amazon Reta* Dj9Fh7B13 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 646.03   | Amazon Reta* Mx6Qr3Vr3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 22.75    | Amazon Reta* Nf7Vr4Eg3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library      | \$ 25.17    | Amazon Reta* Oq3Py5Uf3 - PCard    |

| Check Date | Check | Name             | Fund Name | Amount      | Item Desc                         |
|------------|-------|------------------|-----------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 30.74    | Amazon Reta* Qq5Zd9Xb3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 14.33    | Amazon Reta* Um9Ws81K3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 15.87    | Amazon Reta* Zp4Sk5lt3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 79.97    | Bestbuycom807077627096 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 130.54   | Costco Whse #1644 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 7.50     | Dollar Tree - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 38.94    | Domino'S 7003 - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 83.93    | Evergreen Ace Hardware - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 46.98    | Evergreen Ace Hardware - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 59.00    | Gan*1094Grfalltribcirc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 34.00    | Gan*Usatodaycirc - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 120.00   | Google Gsuite_Explorelear - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 30.96    | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 193.38   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 92.94    | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 202.00   | In *Barking Dog Interpret - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 626.54   | Interstate Batteries Of - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 181.55   | Jmac Supply - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 348.00   | Kahoot! Asa - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 1,253.60 | Kb Commercial Products - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 101.99   | Levatai* - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 301.00   | Levatai* - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 9.95     | Montana Leather Co. - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 195.00   | Montana Library Associ - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 60.00    | Montana Library Associ - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 60.00    | Montana Library Associ - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 17.66    | Napa Store 3547001 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 40.00    | Ntl Cntr For Safety - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 64.97    | Otc Brands *Otc Brands - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 343.00   | Simply Local Mag - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 208.00   | Sq *Stomping Grounds Book - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 66.97    | Sq *Tandy Leather #023 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library   | \$ 12.00    | Sq *The Sourdough Bagel - PCard   |

| Check Date | Check | Name             | Fund Name   | Amount    | Item Desc                         |
|------------|-------|------------------|-------------|-----------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Library     | \$ 52.00  | Sq *Yellowstone County Ne - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library     | \$ 52.00  | Sq *Yellowstone County Ne - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library     | \$ 228.32 | Stapls7662485090000001 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library     | \$ 152.28 | Stapls7662485459000001 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library     | \$ 87.20  | Tst* Nothing Bundt Cakes - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library     | \$ 321.20 | Tst*Great Harvest - Bill - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Library     | \$ 148.00 | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 239.88 | Adobe Inc - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 25.96  | Albertsons #4025 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 75.74  | Amazon Mktpl*8L4210Rw3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 17.22  | Amazon Mktpl*Gj9Uk4A13 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 608.43 | Amazon Mktpl*Oj3069Bj3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 37.87  | Amazon Mktpl*Qy1Ux19I3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 36.99  | Billingsgazettethriftynck - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 185.72 | Comfort Suites Mt075 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 27.08  | Conoco - Big Timber 2 103 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 76.94  | Dd *Topzsandwichcompa - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 166.06 | Facebk *Dnd7Utlv42 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 239.20 | Paypal *Genuinemark - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 292.55 | Paypal *Genuinemark - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 93.02  | Stapls7661956636000001 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 184.76 | Stapls7662630906000001 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 84.35  | Stapls7663051898000001 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 82.24  | Stapls7663257060000002 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 81.00  | Tst* Village Inn Pizza - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 19.00  | Wilcoxson S Ice Cream - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | P.W. Admin  | \$ 16.59  | Zoom.Com 888-799-9666 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 700.00 | 4 All Promos - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 251.76 | 4 All Promos - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 251.76 | 4 All Promos - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 251.76 | 4 All Promos - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 672.00 | 4Te*Alarm Monitoring Serv - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 944.18 | A & I Distributors - PCard        |

| Check Date | Check | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|-------|------------------|-------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 69.88    | A&H Specialties - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 16.96    | A&H Specialties - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 2.34     | A&H Specialties - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 865.20   | Absaroka River Adventures - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 1,050.60 | Absaroka River Adventures - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 59.99    | Adobe Inc - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 59.99    | Adobe Inc - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 59.99    | Adobe Inc - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 66.20    | Adobe Inc - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 69.99    | Adobe Inc - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 12.99    | Adobe Inc - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 14.98    | Albertsons #0038 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 21.90    | Albertsons #0038 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 51.92    | Albertsons #0038 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 37.90    | Albertsons #0038 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 36.09    | Albertsons #0038 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 50.37    | Albertsons #0047 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 82.35    | Albertsons #0047 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 8.49     | Albertsons #0630 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 11.37    | Albertsons #0630 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 12.85    | Albertsons #4025 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 31.75    | Albertsons #4025 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 4.49     | Albertsons #4025 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 13.07    | Albertsons #4025 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 14.97    | Albertsons #4025 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 49.98    | Amazon Mark* 545Gl6V63 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 129.90   | Amazon Mark* An7U59Ms3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 83.59    | Amazon Mark* Cn2La15P3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 65.16    | Amazon Mark* Nr5R48Ss3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 126.99   | Amazon Mark* So0M03833 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 59.46    | Amazon Mktpl*2558Q8I03 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 8.99     | Amazon Mktpl*362Et4Iq3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 54.00    | Amazon Mktpl*3A3ZI7M23 - PCard    |

| Check Date | Check | Name             | Fund Name   | Amount    | Item Desc                      |
|------------|-------|------------------|-------------|-----------|--------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 57.90  | Amazon Mktpl*534Lf22S3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 24.30  | Amazon Mktpl*5B87H9O63 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 5.85   | Amazon Mktpl*5O8Ti1Ko3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 32.52  | Amazon Mktpl*6M0Ek98P3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 15.99  | Amazon Mktpl*7H5Xm7R23 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 35.98  | Amazon Mktpl*9H9C42V73 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 435.19 | Amazon Mktpl*C78Oc2D43 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 5.99   | Amazon Mktpl*Dl9Ye61W3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 57.58  | Amazon Mktpl*Ei3Vo2U03 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 308.85 | Amazon Mktpl*F484L85S3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 156.86 | Amazon Mktpl*Fc5Pf3G23 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 151.94 | Amazon Mktpl*Go1Xv3Qp3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 54.40  | Amazon Mktpl*Gv7G28Uq3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 29.38  | Amazon Mktpl*H38M33Pj3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 19.90  | Amazon Mktpl*Ji4Yy3H13 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 5.98   | Amazon Mktpl*Jx9Gy3Ck3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 22.85  | Amazon Mktpl*Kk1U08H83 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 37.88  | Amazon Mktpl*Mn6Be47P3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 149.94 | Amazon Mktpl*Nd8Vw1Va0 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 21.53  | Amazon Mktpl*Nw76M6Ma3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 40.18  | Amazon Mktpl*Oj7A93Vc3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 239.88 | Amazon Mktpl*Oy57E1Vw3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 14.97  | Amazon Mktpl*P694M6I33 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 25.49  | Amazon Mktpl*Py1Qf0Q33 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 127.35 | Amazon Mktpl*Q93Ss4643 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 21.57  | Amazon Mktpl*Qo2F39Qa3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 24.98  | Amazon Mktpl*Qz8Pi3Tf3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 49.95  | Amazon Mktpl*Rf2Sw1Wx3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 50.98  | Amazon Mktpl*Tw9Uv7Py3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 95.93  | Amazon Mktpl*Tx4N224J3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 42.70  | Amazon Mktpl*Ul5Xq5Tz3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 4.99   | Amazon Mktpl*Vc96W6Gm3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 49.40  | Amazon Mktpl*Z15Ij6663 - PCard |

| Check Date | Check | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|-------|------------------|-------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 239.96   | Amazon Reta* 1J89Q61Z3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 25.19    | Amazon Reta* 4W9C49Ke3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 229.99   | Amazon Reta* Hr45311R3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 92.40    | Amazon Reta* Kf59Y3083 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 29.17    | Amazon Reta* Ws8S05lo3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 40.91    | Amazon Reta* X867T9H73 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 33.14    | Amazon.Com*4B6497lo3 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 14.99    | Amazon.Com*Dd8C242S3 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 58.17    | Amazon.Com*G26P00lo3 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 590.31   | Amc 9640 Online - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 2,093.39 | American Cemetery Supplie - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 14.99    | Ampd Strong - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 4.99     | Ampd Strong - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 240.00   | Art House* Event Renta - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 14.99    | Bass Pro Billings432 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 29.99    | Bass Pro Billings432 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 19.56    | Billings Hardware & Servi - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 94.55    | Bloedorn Lumber-Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 549.20   | C B Operations Llc - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 88.28    | Candy Town Usa - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 133.55   | Carquest 3103 - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 34.56    | Carquest 3153 - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 37.97    | Costco Whse #1644 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 153.30   | Costco Whse #1644 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 42.85    | Cycorp Trailer Parts And - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 249.80   | Dairy Queen #15187 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 32.79    | Dollar Tree - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 7.50     | Dollar Tree - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 57.25    | Dollar Tree - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 11.25    | Dollar Tree - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 3.75     | Dollar Tree - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 47.00    | Dragon Egg Games - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 161.85   | Dxp Enterprises - PCard           |

| Check Date | Check | Name             | Fund Name   | Amount      | Item Desc                        |
|------------|-------|------------------|-------------|-------------|----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 30.97    | Evergreen Ace Hardware - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 104.41   | Evergreen Ace Hardware - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 16.99    | Evergreen Ace Hardware - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 170.95   | Evergreen Ace Hardware - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 19.99    | Evergreen Ace Hardware - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 19.99    | Evergreen Ace Hardware - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 71.14    | Evergreen Ace Hardware - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 40.91    | Evergreen Ace Hardware - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 28.32    | Evergreen Ace Hardware - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 15.98    | Evergreen Ace Hardware - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 68.12    | Evergreen Ace Hardware - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 206.97   | Ezcater*Subway - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 1,598.40 | Fastenal Company 01Mtbll - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 63.60    | Frontier Fence - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 225.00   | Gdp*Casual Space - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 60.00    | Gdp*Casual Space - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 75.00    | Gdp*Casual Space - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 315.66   | Get Air Billings, Llc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 354.63   | Get Air Billings, Llc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 143.82   | Get Air Billings, Llc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 272.83   | Get Air Billings, Llc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 221.90   | Get Air Billings, Llc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 239.55   | Get Air Billings, Llc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 459.48   | Get Air Billings, Llc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 437.52   | Get Air Billings, Llc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 26.56    | Gm Service Center - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 39.89    | Google Cloud 4N66Fv - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 12.12    | Grainger - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 204.53   | Hanson Chemical - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 229.55   | Hanson Chemical - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 159.04   | Hanson Chemical - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 243.06   | Hanson Chemical - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 167.68   | Hanson Chemical - PCard          |

| Check Date | Check | Name             | Fund Name   | Amount     | Item Desc                        |
|------------|-------|------------------|-------------|------------|----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 71.91   | Hanson Chemical - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 128.96  | Hanson Chemical - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 459.32  | Hanson Chemical - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 101.84  | Harbor Freight Tools 207 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 45.92   | Harbor Freight Tools 207 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 121.89  | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 15.54   | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 18.98   | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 51.96   | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 140.11  | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 5.98    | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 118.58  | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 83.90   | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 4.56    | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 41.94   | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 26.99   | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 100.44  | Hose & Rubber - Blg - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 102.00  | Hose & Rubber - Blg - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 113.12  | Issa Intl Sports Scien - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 71.01   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 649.00  | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 40.53   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 47.63   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 17.99   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 150.21  | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 72.79   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 30.98   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 1.90    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 98.15   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 89.95   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ (49.97) | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 49.97   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 7.98    | Kings Ace Hdwe - PCard           |

| Check Date | Check | Name             | Fund Name   | Amount      | Item Desc                        |
|------------|-------|------------------|-------------|-------------|----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 110.96   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 9.99     | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 19.99    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 4.99     | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 32.37    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 34.99    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 71.88    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 64.92    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 24.97    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 126.96   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 89.83    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 17.99    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 99.98    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 79.96    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 23.96    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 93.15    | Let S Glow Putt - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 248.40   | Let S Glow Putt - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 248.40   | Let S Glow Putt - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 40.74    | Lisa'S Sandwich Den - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 129.00   | Lowe's #00319* - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 255.36   | Lowe's #00319* - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 114.48   | Lowe's #00319* - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 399.00   | Lowe's #00319* - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 26.23    | Lowe's #00319* - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 106.84   | Lowe's #00319* - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 78.94    | Lowe's #00319* - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 10.98    | Lowe's #00319* - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 6.48     | Lowe's #00907* - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 14.53    | Lowe's #00907* - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 35.92    | Lowe's #00907* - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 1,310.00 | Medallion Vault & Casket - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 785.00   | Medallion Vault & Casket - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 655.00   | Medallion Vault & Casket - PCard |

| Check Date | Check | Name             | Fund Name   | Amount      | Item Desc                        |
|------------|-------|------------------|-------------|-------------|----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 260.00   | Medallion Vault & Casket - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 142.58   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 313.88   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 42.82    | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 45.54    | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 1,109.51 | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 509.86   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 46.75    | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 1,238.18 | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 141.13   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 189.00   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 170.58   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 501.60   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 609.82   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 11.29    | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 1,003.97 | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 72.00    | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 37.32    | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 148.53   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 55.48    | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 139.43   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 275.71   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 9.15     | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 1,755.84 | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 169.22   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 261.33   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 334.34   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 334.58   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 169.50   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 232.04   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 428.04   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 734.11   | Midland Implement Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 283.99   | Midland Implement Co - PCard     |

| Check Date | Check | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|-------|------------------|-------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 147.40   | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 23.70    | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 93.67    | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 550.00   | Midland West Manufacturi - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 34.16    | Napa Store 3547001 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 285.83   | Napa Store 3547001 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 54.40    | Napa Store 3547001 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 40.37    | Napa Store 3547001 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 66.63    | Northwest Pipe Fittings - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 80.41    | Northwest Pipe Fittings - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 152.48   | Office Depot #450 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 70.76    | O'Reilly 1551 - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 25.50    | Pacific Steel Branch #02 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 86.00    | Pepsicola Bottling Compan - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 2,986.00 | Pepsicola Bottling Compan - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 1,999.80 | Pro Jansan - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 405.00   | Reef Indoor Waterpark - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 616.00   | Reef Indoor Waterpark - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 196.00   | Reef Indoor Waterpark - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 158.46   | Sams Club #4805 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 33.44    | Sams Club #4805 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 410.50   | Sams Club #4805 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 235.52   | Sams Club #4805 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 46.42    | Samsclub #4805 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 231.50   | Samsclub.Com - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 139.00   | Samsclub.Com - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 172.88   | Samsclub.Com - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 183.24   | Samsclub.Com - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 23.00    | Santiago'S Mexican Restau - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 422.99   | Scheels Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 44.99    | Scheels Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 93.61    | Selbys - PCard                    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 15.00    | Selbys - PCard                    |

| Check Date | Check | Name             | Fund Name   | Amount    | Item Desc                         |
|------------|-------|------------------|-------------|-----------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 38.96  | Shamrock Fsw590 Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 91.53  | Shamrock Fsw590 Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 118.62 | Shamrock Fsw590 Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 158.16 | Shamrock Fsw590 Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 197.70 | Shamrock Fsw590 Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 158.16 | Shamrock Fsw590 Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 271.55 | Sherwin-Williams703203 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 290.00 | Sherwin-Williams703203 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 99.99  | Shipton'S Big R Heights - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 8.98   | Shipton'S Big R Service - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 17.99  | Shipton'S Big R Service - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 17.98  | Shipton'S Big R West - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 130.43 | Shipton'S Big R West - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 64.95  | Shipton'S Big R West - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 17.99  | Shipton'S Big R West - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 588.00 | Skateworld - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 288.00 | Skateworld - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 456.00 | Skateworld - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 30.00  | Snappyduds - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 214.00 | Snappyduds - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 107.75 | Softies Ice Cream - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 158.25 | Softies Ice Cream - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 94.00  | Softies Ice Cream - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 6.75   | Softies Ice Cream - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 464.29 | Sp Kuiu Llc - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 79.98  | Sp Ripsaw.Shop - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 76.79  | Sp Westcoast Saw - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 79.99  | Spectrum - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 19.99  | Spotify P392B52F47 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 516.00 | Sq *Bitterroot Sip And Pa - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 570.00 | Sq *Bitterroot Sip And Pa - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 300.00 | Sq *Bitterroot Sip And Pa - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 384.00 | Sq *Bitterroot Sip And Pa - PCard |

| Check Date | Check | Name             | Fund Name   | Amount    | Item Desc                         |
|------------|-------|------------------|-------------|-----------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 516.00 | Sq *Bitterroot Sip And Pa - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 90.00  | Sq *Doggie Style Gourmet - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 312.50 | Sq *Lava Island Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 255.00 | Sq *Lava Island Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 5.00   | Sq *Moss Mansion Museum - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 155.00 | Sq *Moss Mansion Museum - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 80.00  | Sq *The Grand Escape Room - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 80.00  | Sq *The Grand Escape Room - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 140.00 | Sq *The Grand Escape Room - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 140.00 | Sq *The Grand Escape Room - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 80.00  | Sq *The Grand Escape Room - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 80.00  | Sq *The Grand Escape Room - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 80.00  | Sq *The Grand Escape Room - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 80.00  | Sq *The Grand Escape Room - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 80.00  | Sq *The Grand Escape Room - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 80.00  | Sq *The Grand Escape Room - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 82.50  | Sq *Tvetene Turf, Inc. - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 114.00 | Sq *Western Heritage Cent - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 84.00  | Sq *Western Heritage Cent - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 50.00  | Sq *Wild Rose Paintball - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 50.00  | Sq *Wild Rose Paintball - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 90.00  | Sq *Wild Rose Paintball - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 65.00  | Sq *Wild Rose Paintball - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 50.00  | Sq *Wild Rose Paintball - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 120.00 | Sq *Wild Rose Paintball - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 65.00  | Sq *Wild Rose Paintball - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 120.00 | Sq *Wild Rose Paintball - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 155.00 | Sq *Wild Rose Paintball - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 50.00  | Sq *Wild Rose Paintball - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 190.00 | Steepworld Climbing - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 209.00 | Steepworld Climbing - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 307.50 | Sunset Bowl - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 195.00 | Sunset Bowl - PCard               |

| Check Date | Check | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|-------|------------------|-------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 120.00   | Sunset Bowl - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 127.50   | Sunset Bowl - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 285.00   | Sunset Bowl - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 360.00   | Sunset Bowl - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 195.00   | Sunset Bowl - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 315.00   | Sunset Bowl - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 117.75   | Tacoma Screw Products Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 155.86   | Tacoma Screw Products Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 14.07    | Tacoma Screw Products Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 16.39    | Tacoma Screw Products Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 44.21    | Tacoma Screw Products Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 462.69   | Tacoma Screw Products Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 82.80    | Tacoma Screw Products Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 50.00    | Textmagic.Com - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ (703.80) | The Good Earth Works Co - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 703.80   | The Good Earth Works Co - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 598.23   | The Good Earth Works Co - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 41.93    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 99.58    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 17.96    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 29.70    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 164.36   | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 158.85   | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 104.38   | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 54.81    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 13.97    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 88.05    | The Home Depot 3101 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 256.13   | Tire Rama 101 Bc - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 325.76   | Tire Rama 105 It - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 239.58   | Tire Rama 105 It - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 21.00    | Tire Rama 105 It - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 26.00    | Tire Rama 105 It - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 109.98   | Tractor-Supply-Co #0303 - PCard   |

| Check Date | Check | Name             | Fund Name   | Amount    | Item Desc                         |
|------------|-------|------------------|-------------|-----------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 94.98  | Tractor-Supply-Co #0303 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 27.46  | Wal-Mart #1956 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 13.44  | Wal-Mart #1956 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 64.42  | Wal-Mart #1956 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 6.98   | Wal-Mart #1956 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 104.27 | Wal-Mart #1956 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 88.11  | Wal-Mart #1956 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 34.77  | Wal-Mart #2923 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 238.57 | Wal-Mart #2923 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 23.98  | Wal-Mart #2923 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 1.64   | Wal-Mart #2923 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 4.32   | Wal-Mart #2923 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 123.91 | Wal-Mart #2923 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 52.11  | Wal-Mart #4412 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 218.78 | Walmart.Com - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 2.68   | Walmart.Com - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 131.10 | Walmart.Com - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 117.26 | Walmart.Com - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 37.68  | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 40.25  | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 6.19   | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 23.58  | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 135.74 | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 66.48  | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 247.23 | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 46.67  | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 37.03  | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 27.57  | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 73.09  | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 72.87  | Walmart.Com 8009256278 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 65.40  | West End Lock And Securit - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 9.84   | Wm Supercenter #1956 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 22.92  | Wm Supercenter #1956 - PCard      |

| Check Date | Check | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|-------|------------------|-------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 107.75   | Wm Supercenter #1956 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 192.65   | Wm Supercenter #1956 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 29.91    | Wm Supercenter #1956 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 119.19   | Wm Supercenter #2923 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 25.73    | Wm Supercenter #2923 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 24.51    | Wm Supercenter #2923 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 69.27    | Wm Supercenter #2923 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 16.00    | Wm Supercenter #2923 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 90.00    | Wwp*Sprague Pest Solution - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 4,000.00 | Www.Plotbox.io - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 2,500.00 | Www.Plotbox.io - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 2,460.00 | Www.Plotbox.io - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 110.00   | Www.Rocky.Edu - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 413.70   | Www.Ui.Com - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 27.00    | Yellowstone Valley Elect - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 16.59    | Zoom.Com 888-799-9666 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 640.00   | Zoomontana Pos - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 72.39    | Zumba Fitness - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Dist 1 | \$ 35.00    | Zumbini - PCard                   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Pgrms  | \$ 229.00   | International Bronze PlaQ - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Pgrms  | \$ 229.00   | International Bronze PlaQ - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Park Pgrms  | \$ 63.92    | Lowes #00319* - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 14.98    | Amazon Mktpl*1D8Q908D3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 29.99    | Amazon Mktpl*3953U6Ai3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 45.98    | Amazon Mktpl*3D1Z56Bl3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 9.22     | Amazon Mktpl*3T1Nn5Qp3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 1,079.98 | Amazon Mktpl*5904C5A73 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 7.83     | Amazon Mktpl*Lf7Ko52L3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 9.22     | Amazon Mktpl*X33522V73 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 52.00    | Amazon.Com*K422D2Ox3 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 18.68    | Costco Whse #1644 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 88.15    | Econo Print - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 145.21   | Econo Print - PCard               |

| Check Date | Check | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|-------|------------------|-------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 44.97    | Harbor Freight Tools 207 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 16.40    | Harbor Freight Tools 207 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 67.72    | Kb Commercial Products - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 67.72    | Kb Commercial Products - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 66.97    | Office Depot #450 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 10.50    | Spic And Span - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 10.50    | Spic And Span - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 1,240.00 | Sq *Skyline Services, Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 22.03    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 49.67    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 43.75    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 93.72    | The Home Depot 3101 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 6.27     | Wal-Mart #1956 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 8.62     | Wal-Mart #1956 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 11.25    | Wm Supercenter #1956 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 11.26    | Wm Supercenter #1956 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parking     | \$ 11.25    | Wm Supercenter #1956 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 23.94    | Heights Ace Hdwe - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 8.72     | Heights Ace Hdwe - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 644.30   | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 522.50   | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 188.10   | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 451.30   | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 833.94   | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 80.52    | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 33.76    | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 188.64   | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 313.79   | Midland Implement Co - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 27.93    | Yellowstone Valley Elect - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 47.67    | Yellowstone Valley Elect - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 27.47    | Yellowstone Valley Elect - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 55.05    | Yellowstone Valley Elect - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint | \$ 239.18   | Yellowstone Valley Elect - PCard  |

| Check Date | Check | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|-------|------------------|---------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Parks Maint   | \$ 188.64   | Yellowstone Valley Elect - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | PD Program    | \$ 30.00    | Dollar Tree - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | PD Program    | \$ 815.16   | Enterprise Rent-A-Car - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | PD Program    | \$ 787.50   | Enterprise Rent-A-Car - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | PD Program    | \$ 825.00   | Enterprise Rent-A-Car - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | PD Program    | \$ 38.98    | Heights Ace Hdwe - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | PD Program    | \$ 228.97   | Otc Brands *Otc Brands - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | PD Program    | \$ 1,762.80 | Sp Tactical Medical - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | PD Program    | \$ 1,238.95 | Sq *Custom Made Enterpris - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Phone System  | \$ 42.71    | Edge Construction Supp - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Phone System  | \$ 36.39    | Graybar Electric Company - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 46.00    | Aces Brand Imaging - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 37.16    | Amazon Mktpl*H12S89V13 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 18.99    | Amazon Mktpl*P754L3F33 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 29.34    | Amazon Reta* Y87Ft1Rz3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 608.00   | Apa - PCard                       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 25.00    | Bellroy Operations (Ameri - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 289.12   | Comfort Suites Mt075 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 47.50    | Conoco - Helena 5 1258 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 133.31   | Costco Whse #1644 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 22.99    | Costco Whse #1644 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 24.77    | Facebk *7Tugs2Hvj2 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 54.62    | Jimmy Johns - 1646 - E - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 250.00   | Montana Association Of - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 103.08   | Rockets Gourmet Wraps And - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Planning      | \$ 104.75   | Vz* Bps-Rental A1Zq5 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 84.00    | 00809 - Apcoa Billings - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 60.00    | 4 Corners Llc - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 538.65   | 4Te*Alarm Monitoring Serv - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 57.22    | A & I Distributors - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 2,385.00 | Aa & A Auto Rental - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,908.13 | Action Targets - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 239.88   | Adobe Inc - PCard                 |

| Check Date | Check | Name             | Fund Name     | Amount     | Item Desc                      |
|------------|-------|------------------|---------------|------------|--------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 34.49   | Adobe Inc - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 37.96   | Albertsons #0630 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 73.91   | Albertsons #1227 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 32.24   | Albertsons #1227 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 12.49   | Albertsons #4025 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 78.96   | Alsco Inc. - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 106.92  | Alsco Inc. - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 39.15   | Alsco Inc. - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 39.15   | Alsco Inc. - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 39.15   | Alsco Inc. - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 52.20   | Alsco Inc. - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 39.15   | Alsco Inc. - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 26.10   | Alsco Inc. - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 19.12   | Alsco Inc. - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 19.12   | Alsco Inc. - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 20.98   | Amazon Mark* 7H9Lt4Ux3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 191.33  | Amazon Mark* H09752De3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ (12.34) | Amazon Mark* H09752De3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 43.79   | Amazon Mark* Il5Je6Jh3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 60.90   | Amazon Mark* O38Ra8L03 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 79.54   | Amazon Mark* W063V0Qi3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 66.58   | Amazon Mktpl*0B93B9Si3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 56.26   | Amazon Mktpl*1D07P72N3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 191.95  | Amazon Mktpl*3O9L22D83 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 7.99    | Amazon Mktpl*3P2Xf7Ou3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 14.99   | Amazon Mktpl*4H7Po3lh3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 121.84  | Amazon Mktpl*4J5K819K3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 24.99   | Amazon Mktpl*792W84693 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 7.18    | Amazon Mktpl*792W84693 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 26.99   | Amazon Mktpl*7Y9Z242P3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 15.99   | Amazon Mktpl*8472A6Rd3 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 5.98    | Amazon Mktpl*9G7Ze6K63 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 7.37    | Amazon Mktpl*Fc0Rc2Hx3 - PCard |

| Check Date | Check | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|-------|------------------|---------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 438.32   | Amazon Mktpl*Ix5H38O13 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 59.96    | Amazon Mktpl*J51Wb8Rx3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 36.35    | Amazon Mktpl*Lo4Y41O03 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 9.09     | Amazon Mktpl*Mu4K98Dr3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 56.82    | Amazon Mktpl*Pa66H1Dw3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 12.79    | Amazon Mktpl*Sc5T321V3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 20.18    | Amazon Mktpl*Uf0C07N43 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 18.04    | Amazon Mktpl*Ys7O17Mv3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,214.55 | Amazon Reta* Av7Mr6Oq3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 12.38    | Amazon Reta* Bv40H3C83 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 33.06    | Amazon Reta* Ql14R2Uh3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 14.70    | Amazon Reta* Ql7Tj7Rg3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 19.93    | Amazon Reta* Wo2Xt20B3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 44.35    | Amazon.Com*262Qd9Bm3 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 160.16   | Amazon.Com*U96Yx29K3 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 15.43    | Anaconda 2 #1004 - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 141.38   | Animal Care Equipment & - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 291.75   | Arrowhead Forensics - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 914.56   | Avis Alaska - Internation - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 133.88   | B&H Photo 800-606-6969 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 2,815.98 | B&H Photo 800-606-6969 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 297.91   | B&H Photo 800-606-6969 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 339.88   | B&H Photo 800-606-6969 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 366.00   | Badgeandwallet.Com - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 179.98   | Bass Pro Billings432 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 42.00    | Batteries+Bulbs #0253 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 320.00   | Batteries+Bulbs #0253 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 124.92   | Best Buy 00005926 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 59.96    | Best Buy 00005926 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 184.96   | Bfah.Net - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 10.29    | Billings 11 #1053 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 39.55    | Billings Hardware & Servi - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 16.49    | Billings Hardware & Servi - PCard |

| Check Date | Check | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|-------|------------------|---------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 39.99    | Billingsgazettethriftync - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 627.00   | Blowndeadline - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 304.00   | Blt*Mystery Ranch Backpac - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,068.26 | Buildersfirstsource64021 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 47.57    | Butte 8 #1125 - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 66.74    | Butte 8 #1125 - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 299.00   | Cbi*Draftsight - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 5,250.00 | Cellebrite Inc. - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 72.25    | Cenex-Town Pump 1915 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 116.00   | Coinforce - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 72.25    | Conoco - Billings 1 1038 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 25.00    | Conoco - Billings 4 1044 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,000.00 | Cor Enterprises - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 247.01   | Costco Whse #1644 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 88.44    | Costco Whse #1644 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 199.99   | Costco Whse #1644 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 54.68    | Dairy Queen #19520 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 354.18   | Delta Air 0062352603961 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 354.18   | Delta Air 0062352603961 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 12.50    | Dollar Tree - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,600.00 | Ds Discount Furniture Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 84.94    | Easterseals Goodwill - Bi - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 13.97    | Easterseals Goodwill - Bi - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 161.90   | Eb *Montana First Resp - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 161.90   | Eb *Montana First Resp - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 435.35   | Econoprint - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 679.21   | Econoprint - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 522.00   | Eden K9 Consulting - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 83.35    | Epson Labelworks Store - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 174.96   | Evergreen Ace Hardware - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 35.41    | Evident Inc - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 600.00   | Evident Inc - PCard               |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 40.54    | Fedex391314092410 - PCard         |

| Check Date | Check | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|-------|------------------|---------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,023.75 | First Tactical - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 116.25   | First Tactical - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,514.67 | Freds Appliance - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 912.49   | Freds Appliance Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ (139.99) | Freds Appliance Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 34.00    | Fsp*Billings Clinic Commu - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 44.52    | Guest Services-Unit 3750 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 196.14   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 146.15   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 282.06   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 49.99    | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,562.71 | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 131.20   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 143.89   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 268.66   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 115.74   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 81.88    | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 25.39    | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 218.78   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 85.68    | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 19.99    | Harbor Freight Tools 207 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 59.98    | Harbor Freight Tools 207 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 60.85    | Heights Ace Hdwe - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 24.14    | Homedepot.Com - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 199.51   | Homedepot.Com - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 18.00    | Hose & Rubber - Blg - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,069.79 | I Buy It Right - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 128.00   | laai - PCard                      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 30.00    | In *Billings Clinic - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 3,425.00 | In *Clark Fork Maintenanc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,245.00 | In *Clark Fork Maintenanc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 125.00   | In *Clark Fork Maintenanc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,635.00 | In *Clark Fork Maintenanc - PCard |

| Check Date | Check | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|-------|------------------|---------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 425.00   | In *Frosty Solutions, Llc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 86.10    | In *Frosty Solutions, Llc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 59.00    | In *Frosty Solutions, Llc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 43.00    | In *Frosty Solutions, Llc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 933.00   | In *Hamilton Mechanical - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 300.00   | In *Hamilton Mechanical - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,566.00 | In *Ryan Comyn - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 366.75   | In *Talkpoint Technologie - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 32.70    | In *Talkpoint Technologie - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 275.58   | Iron Mountain - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 83.38    | Jimmy Johns - 1646 - M - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 145.75   | Jimmy Johns - 2080 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 47.50    | Jimmy Johns - 2080 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 285.86   | Kb Commercial Products - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 46.95    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 40.94    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,026.00 | Ln Curtis Salt Lake City - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 177.72   | Lowes #00319* - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 18.69    | Mcdonald'S F13379 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,662.00 | Medical Priority Consu - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 163.20   | Montana Club Of Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 107.00   | Moore Lane Vh - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 55.30    | Mountain Supply Company B - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 1,394.28 | Mwi Animal Health - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 222.98   | Napa Store 3547007 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 3.99     | Napa Store 3547007 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 80.00    | National Academies Of - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 120.00   | National Academies Of - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 314.23   | National Emergency Train - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 207.80   | Nemont - PCard                    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 106.22   | Northwest Scientific Inc - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 20.00    | Openai *Chatgpt Subscr - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 20.00    | Openai *Chatgpt Subscr - PCard    |

| Check Date | Check | Name             | Fund Name     | Amount    | Item Desc                         |
|------------|-------|------------------|---------------|-----------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 185.02 | Peavey Corp. - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 124.00 | Pp*Zee Creative - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 60.00  | Pp*Zee Creative - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 175.00 | Psi Exams - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 397.60 | Residence Inn - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 42.33  | Rev.Com - PCard                   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 37.35  | Rev.Com - PCard                   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 246.51 | Rev.Com - PCard                   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 27.94  | Sams Club#4805 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 65.84  | Samsclub #4805 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 500.00 | Scheels Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 521.16 | Selbys - PCard                    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 19.84  | Six Robblees Billings - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 137.56 | Sp Iptm Publications - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 179.25 | Sp Swatoperator Usa - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 308.84 | Spectrum - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 155.00 | Sq *Billings Area Family - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 984.00 | Sq *Buckley Powder Co - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 35.00  | Sq *National Tactical Off - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 43.10  | Stapls7661723244000001 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 34.76  | Stapls7661723244000002 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 63.96  | Stapls7662037204000001 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 26.31  | Stapls7662061482000001 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 15.79  | Stapls7662242231000001 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 7.87   | Stapls7663104673000001 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 31.04  | Stapls7663140229000001 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 58.00  | Stuarts House Of Vacuums - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 736.00 | Sumup *Silver Threads - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 99.99  | Swiftcalendars.Com - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 4.99   | Target 00013334 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 4.99   | Target 00013334 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 124.10 | Task Force Tips Llc - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 79.60  | Task Force Tips Llc - PCard       |

| Check Date | Check | Name             | Fund Name     | Amount    | Item Desc                        |
|------------|-------|------------------|---------------|-----------|----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 48.46  | The Home Depot #3101 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 66.38  | The Home Depot #3101 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 27.20  | The Home Depot #3101 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 16.98  | The Home Depot #3101 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 214.46 | The Home Depot 3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 103.84 | The Ups Store 2594 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 337.35 | Tlo Transunion - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 80.00  | Triangle Communications - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 135.92 | Uline *Ship Supplies - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 550.56 | United 0162320854353 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 35.00  | United 0164316759766 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 45.00  | United 0164316759767 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 35.00  | United 0164316759768 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 45.00  | United 0164316759769 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 16.61  | Ups*Billing Center - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 27.60  | Ups*Billing Center - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 78.42  | Ups*Billing Center - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 43.56  | Ups*Billing Center - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 31.11  | Ups*Billing Center - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 131.82 | Wal-Mart #1956 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 11.46  | Wal-Mart #2923 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 84.49  | Wal-Mart #2923 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 454.68 | Wasabi Technologies - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 149.70 | Wm Supercenter #1956 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 67.88  | Wm Supercenter #2923 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 80.84  | Wm Supercenter #2923 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 32.82  | Wm Supercenter #2923 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 200.00 | Wwp*Green Magic - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 499.00 | Www.Dji.Com - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 97.00  | Www.Volgistics.Com - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 60.05  | Yellowstone Valley Elect - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 557.59 | Yellowstone Valley Elect - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 58.88  | Zazzle Inc - PCard               |

| Check Date | Check | Name             | Fund Name     | Amount      | Item Desc                        |
|------------|-------|------------------|---------------|-------------|----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 155.52   | Zoom.Com 888-799-9666 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Public Safety | \$ 335.53   | Zps Store - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Radio         | \$ 247.47   | Yellowstone Valley Elect - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 25.98    | Amazon Mark* Qh54421S3 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 149.85   | Amazon Mktpl*F81N59Yg3 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 74.95    | Amazon Mktpl*Fb3Ho26Y3 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 44.58    | Amazon Mktpl*Fc0Rc2Hx3 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 13.64    | Amazon Mktpl*Si27K7Ac3 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 814.99   | Amazon Mktpl*Uq1Dg42O3 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 30.00    | American Water Technol - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 375.00   | Apwa - Work Zone - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 879.66   | Big Sky Linen And Unif - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 429.71   | Big Sky Linen And Unif - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 869.66   | Big Sky Linen And Unif - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 429.71   | Big Sky Linen And Unif - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 869.66   | Big Sky Linen And Unif - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 429.71   | Big Sky Linen And Unif - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 12.75    | City Of Billings - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 83.94    | Facebk *Dnd7Utlv42 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 252.88   | Fastenal Company 01Mtbl - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 408.89   | Fastenal Company 01Mtbl - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 1,600.51 | Fastenal Company 01Mtbl - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 903.05   | Fastenal Company 01Mtbl - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 150.09   | Ferguson Ent 2006 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 260.40   | Grainger - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 74.99    | Harbor Freight Tools 207 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 67.96    | Harbor Freight Tools 207 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 380.12   | Jj Keller & Associates I - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 380.12   | Jj Keller & Associates I - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 483.51   | Jj Keller & Associates I - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 150.00   | Jj Keller & Associates I - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 380.12   | Jj Keller & Associates I - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste   | \$ 92.64    | Kb Commercial Products - PCard   |

| Check Date | Check | Name             | Fund Name      | Amount      | Item Desc                         |
|------------|-------|------------------|----------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 274.48   | Kb Commercial Products - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 80.97    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 50.54    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 46.98    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 9.99     | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 68.91    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 90.96    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 20.11    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 23.48    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 204.95   | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 59.98    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 70.97    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 747.00   | Mssc - PCard                      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 366.00   | Northwest Pipe Fittings - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 66.98    | Pacific Steel Branch #02 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 142.16   | Safetyvideos.Com - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 142.14   | Safetyvideos.Com - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 223.47   | Six Robblees Billings - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 150.00   | Sq *Tvetene Turf, Inc. - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 8.02     | Tacoma Screw Products Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 14.29    | Ups*Billing Center - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Solid Waste    | \$ 3,830.54 | Yellowstone Valley Elect - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | St Maint Dist  | \$ 19.34    | Facebk *Bhxlstlw42 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic | \$ 150.00   | A&H Specialties - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic | \$ 58.12    | A&H Specialties - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic | \$ 146.19   | Amazon Mktpl*0G06260W3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic | \$ 64.94    | Amazon Mktpl*1U58Y3T33 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic | \$ 139.86   | Amazon Mktpl*F81N59Yg3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic | \$ 63.36    | Amazon Mktpl*Ut3051633 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic | \$ 18.89    | Amazon Mktpl*Wg9Gh8XL3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic | \$ 85.02    | Amazon Mktpl*Xz2Jl79N3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic | \$ 379.68   | Amazon Mktpl*Y090H1603 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic | \$ 9.99     | Amazon Mktpl*Z70Pe0J43 - PCard    |

| Check Date | Check | Name             | Fund Name       | Amount      | Item Desc                         |
|------------|-------|------------------|-----------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 35.97    | Amazon Reta* 1R7Qd6Df3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 96.75    | Atssa - PCard                     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 27.68    | Awg 3575 - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 612.28   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 645.28   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 594.30   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 612.28   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 1,002.42 | City Of Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 321.04   | Frontier Fence - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 16.99    | Heights Ace Hdwe - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 2,982.44 | Insight Public Sector - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 92.35    | Insight Public Sector - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 190.06   | Jj Keller & Associates I - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 190.06   | Jj Keller & Associates I - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 241.75   | Jj Keller & Associates I - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 75.00    | Jj Keller & Associates I - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 190.06   | Jj Keller & Associates I - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 17.16    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 346.50   | Macon Supply Inc - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 235.00   | Macon Supply Inc - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 142.14   | Safetyvideos.Com - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 238.00   | The Home Depot 3101 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 10.48    | Usps Po 2907740107 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 10.48    | Usps Po 2907740107 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 40.00    | Western Ranch Supply - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Street/Traffic  | \$ 275.02   | Yellowstone Valley Elect - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Tax Incrmnt N27 | \$ 28.70    | Facebk *Bhxlstlw42 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit         | \$ 38.00    | A&H Specialties - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit         | \$ 131.00   | Aaim - Services - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit         | \$ 484.34   | Abc Florida Parts Call Ct - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit         | \$ 399.98   | Abc Florida Parts Call Ct - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit         | \$ 59.99    | Adobe Inc - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit         | \$ 12.99    | Adobe Inc - PCard                 |

| Check Date | Check | Name             | Fund Name | Amount      | Item Desc                         |
|------------|-------|------------------|-----------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 14.99    | Amazon Mktpl*O026J6Za3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 30.38    | Amazon Mktpl*R65108T63 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 19.98    | Amazon Mktpl*Sw28U7Fq3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 98.40    | Amazon Mktpl*Wg0Tt8333 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ (19.98)  | Amazon Marketplace Pmts - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 58.67    | Awg 3575 - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 6.87     | Corporate Translation Ser - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 69.99    | Facebk *Hqhhwtldb2 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 40.33    | Gateway Fees - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 150.80   | In *70E Solutions, Inc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 27.40    | In *70E Solutions, Inc - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 375.00   | In *Cotter'S Sewer, Septi - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 2,211.34 | Insight Public Sector - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 77.81    | Insight Public Sector - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 243.47   | Insight Public Sector - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 34.65    | Kb Commercial Products - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 40.84    | Napa Store 3547001 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 35.41    | Napa Store 3547001 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 12.00    | Northwest Pipe Fittings - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 45.50    | Sams Club #4805 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 8.98     | Sams Club #4805 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 47.22    | Sams Club #4805 - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 2,950.00 | School Bus Safety Com - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 41.60    | Selbys - PCard                    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 10.00    | Selbys - PCard                    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 193.30   | Sign Pro - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 171.12   | Sp Rainbow Store - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 52.78    | Sp Rainbow Store - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 550.25   | Sun Supply Inc - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 15.59    | The Ups Store 7778 - PCard        |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 31.17    | Unique Truck Equipment - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 278.25   | Unique Truck Equipment - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit   | \$ 6.08     | Usps Po 2907830104 - PCard        |

| Check Date | Check | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|-------|------------------|------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit    | \$ 760.47   | Westin Denver Dwntn Fd - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit    | \$ 18.00    | Wm Supercenter #1956 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit    | \$ 25.34    | Yellowstone County Treas - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Transit    | \$ 16.59    | Zoom.Com 888-799-9666 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 512.52   | Aih Manufacturing - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 0.04     | All Lock Inc - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 25.83    | Amazon Mktpl*1N5Gr9973 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 88.62    | Amazon Mktpl*Kl1Uv4Yp3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 289.74   | Amazon Mktpl*Pj9F42Na3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 27.92    | Amazon Mktpl*Sc9Qh6233 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 299.97   | Amazon Mktpl*Th90N4Rn3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 115.00   | Amazon Mktpl*Uu9Mj5P53 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 29.99    | Amazon Mktpl*Xh9Z210X3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 21.35    | Amazon Mktpl*Zn81L3Wb3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 499.00   | Amazon Reta* Bc16Q3H73 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 34.99    | At Home Store 281 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 48.37    | Atssa - PCard                     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 15.98    | Autozone #3769 - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 114.50   | Batteries Plus #0598 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 1,193.60 | Bay Valve Service And Eng - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 309.08   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 973.10   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 29.59    | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 109.49   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 358.29   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 146.35   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 377.83   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 140.08   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 29.59    | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 334.14   | Billings Kubota Inc - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 77.47    | Buildersfirstsource64021 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 956.27   | Cdw Govt #Af1Sb5R - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 110.27   | City Of Billings - PCard          |

| Check Date | Check | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|-------|------------------|------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 186.30   | City Of Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 152.78   | City Of Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 3,942.24 | City Of Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 100.00   | Costco Whse #1644 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 75.00    | Ebay O*22-13362-87839 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 30.95    | Ebay O*27-13419-38481 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 398.77   | Edge Construction Supp - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 460.59   | Feniex Industries Inc - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 558.42   | General Distributing Comp - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 595.76   | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ (595.76) | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 24.71    | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 77.56    | Hach Company - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 353.35   | Hach Company - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 438.95   | Hach Company - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 524.10   | Hach Company - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 693.72   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 107.30   | Hanson Chemical - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 14.98    | Harbor Freight Tools 207 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 135.00   | Heights Ace Hdwe - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 496.87   | Heights Ace Hdwe - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 228.65   | Industrial Sales And Se - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 95.03    | Jj Keller & Associates I - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 95.03    | Jj Keller & Associates I - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 120.87   | Jj Keller & Associates I - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 37.50    | Jj Keller & Associates I - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 95.03    | Jj Keller & Associates I - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 149.76   | Kb Commercial Products - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 949.99   | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 11.25    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 53.98    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 42.28    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 5.50     | Kings Ace Hdwe - PCard            |

| Check Date | Check | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|-------|------------------|------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 4.00     | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 43.96    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 2.50     | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 3.44     | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 40.45    | Kings Ace Hdwe - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 312.00   | Lesman Iron Works - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 57.98    | Lockwood Ace Hardware - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 15.96    | Lowes #00319* - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 1,856.00 | Lowes #00319* - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 258.00   | Lowes #00319* - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 21.98    | Lowes #00907* - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 499.12   | Npc*New Pig Corp - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 3,258.39 | Npc*New Pig Corp - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 49.38    | Office Depot #450 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 56.98    | O'Reilly 1751 - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 57.84    | Pacific Steel Branch #02 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 30.00    | Pacific Steel Branch #02 - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 232.14   | Palmetto State Armory - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 125.74   | Provantage - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 170.77   | Provantage - PCard                |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 71.07    | Safetyvideos.Com - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 142.14   | Safetyvideos.Com - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 22.49    | Shipton'S Big R East - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 204.90   | Shipton'S Big R Heights - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 302.47   | Shipton'S Big R Service - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 630.92   | Shipton'S Big R Service - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 502.73   | Shipton'S Big R Service - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 99.21    | Sp Brunt Workwear - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 219.99   | Sp Staten Tools - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 750.00   | Sq *Genuine Marketing Llc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 898.36   | Tacoma Screw Products Inc - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 62.76    | The Home Depot #3101 - PCard      |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 13.50    | The Home Depot #3101 - PCard      |

| Check Date | Check | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|-------|------------------|------------|-------------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 424.35   | The Home Depot 3101 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 1,003.74 | Thomas Scientific Holdin - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 215.20   | Thomas Scientific Holdin - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 68.30    | Thomas Scientific Holdin - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 66.98    | Tractor-Supply-Co #0303 - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 103.75   | West End Lock And Securit - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 796.11   | Yellowstone Valley Elect - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 1,406.39 | Yellowstone Valley Elect - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Wastewater | \$ 1,015.11 | Zoro Tools Inc - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 12.55    | A&H Specialties - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 10.88    | A&H Specialties - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 120.27   | A&H Specialties - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 80.74    | A&H Specialties - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 112.00   | Accuris - PCard                   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 0.11     | All Lock Inc - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 66.48    | Amazon Mark* Xu6Qn9Gm3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 12.99    | Amazon Mktpl*2F7Ts6Rq3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 166.95   | Amazon Mktpl*936544Lq3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 22.48    | Amazon Mktpl*Bn7Rh1Ys3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 199.94   | Amazon Mktpl*Np8Qa1J70 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 27.92    | Amazon Mktpl*Sc9Qh6233 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 13.64    | Amazon Mktpl*Si27K7Ac3 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 100.91   | Amazon Mktpl*Wl58Z8C83 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 30.64    | Amazon Reta* 3R5L84D43 - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 2,093.13 | Amer. Membrane Tech. A - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 613.49   | American Water Works Asso - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 48.38    | Atssa - PCard                     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 309.08   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 726.68   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 282.10   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 88.78    | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 109.49   | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water      | \$ 338.56   | Big Sky Linen And Unif - PCard    |

| Check Date | Check | Name             | Fund Name | Amount    | Item Desc                         |
|------------|-------|------------------|-----------|-----------|-----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 141.05 | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 146.34 | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 349.57 | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 141.05 | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 140.08 | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 353.56 | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 141.05 | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 88.78  | Big Sky Linen And Unif - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 75.99  | Billings Hardware & Servi - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 228.72 | Bloedorn Lumber-Billings - PCard  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 18.92  | City Of Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 49.00  | City Of Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 8.60   | City Of Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 593.15 | City Of Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 296.58 | City Of Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 458.36 | City Of Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 1.50   | City Of Billings - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 6.25   | Co Billings Park2 - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 148.84 | Days Inns/Daystop - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 421.66 | Ddb Unlimited - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 976.99 | Dkc*Digi Key Corp - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 83.47  | Ebay O*18-13435-29071 - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 1.79   | Evergreen Ace Hardware - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 24.99  | Evergreen Ace Hardware - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 28.97  | Evergreen Ace Hardware - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 39.99  | Evergreen Ace Hardware - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 46.79  | Fedex39588203 - PCard             |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 460.60 | Feniex Industries Inc - PCard     |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 31.45  | Friendlys - PCard                 |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 23.36  | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 74.13  | Grainger - PCard                  |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 818.38 | Hach Company - PCard              |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 321.91 | Hanson Chemical - PCard           |

| Check Date | Check | Name             | Fund Name | Amount      | Item Desc                        |
|------------|-------|------------------|-----------|-------------|----------------------------------|
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 239.84   | Hanson Chemical - PCard          |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 24.97    | Harbor Freight Tools 207 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 14.98    | Harbor Freight Tools 207 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 26.99    | Harbor Freight Tools 207 - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 19.99    | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 28.98    | Heights Ace Hdwe - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 196.27   | Idexx Distribution Inc - PCard   |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 95.03    | Jj Keller & Associates I - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 95.03    | Jj Keller & Associates I - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 120.88   | Jj Keller & Associates I - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 37.50    | Jj Keller & Associates I - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 95.03    | Jj Keller & Associates I - PCard |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 950.00   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 14.39    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 22.49    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 11.24    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 25.98    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 16.48    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 11.98    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 131.87   | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 7.49     | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 10.30    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 53.75    | Kings Ace Hdwe - PCard           |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 181.85   | Mcmaster-Carr - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 79.11    | Mcmaster-Carr - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 156.96   | Mcmaster-Carr - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 34.18    | Mcmaster-Carr - PCard            |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 11.49    | Napa Store 3547007 - PCard       |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 370.00   | Norco - 97 - Billings - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 370.00   | Norco - 97 - Billings - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 1,065.78 | Northwestern Ene - PCard         |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 232.14   | Palmetto State Armory - PCard    |
| 09/02/2025 | ACH   | U.S. Bank PCards | Water     | \$ 602.00   | Pdu Cables - PCard               |

| Check Date | Check  | Name                           | Fund Name      | Amount      | Item Desc                              |
|------------|--------|--------------------------------|----------------|-------------|----------------------------------------|
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 125.73   | Provantage - PCard                     |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 341.54   | Provantage - PCard                     |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 178.80   | Provantage - PCard                     |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 60.00    | Pzg**Mt Dept Environ Q - PCard         |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 140.00   | Pzg**Mt Dept Environ Q - PCard         |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 70.00    | Pzg**Mt Dept Environ Q - PCard         |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 71.07    | Safetyvideos.Com - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 142.14   | Safetyvideos.Com - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 159.99   | Scheels Billings - PCard               |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 22.49    | Shipton'S Big R East - PCard           |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 302.48   | Shipton'S Big R Service - PCard        |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 99.22    | Sp Brunt Workwear - PCard              |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 190.98   | Sp Brunt Workwear - PCard              |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 719.70   | Sp Leatherman Us B2C - PCard           |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 79.00    | Sp Linovision - PCard                  |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 751.18   | Sp Tameson - PCard                     |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 188.28   | The Home Depot #3101 - PCard           |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 40.51    | The Home Depot #3101 - PCard           |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 252.32   | The Home Depot #3101 - PCard           |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 232.38   | Thomas Scientific Holdin - PCard       |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 3,553.82 | Thomas Scientific Holdin - PCard       |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 1,744.14 | Thomas Scientific Holdin - PCard       |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 231.08   | Thomas Scientific Holdin - PCard       |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 124.18   | Thomas Scientific Holdin - PCard       |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 77.53    | Thomas Scientific Holdin - PCard       |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 85.72    | Thomas Scientific Holdin - PCard       |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 1,510.70 | Thomas Scientific Holdin - PCard       |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 234.24   | Thomas Scientific Holdin - PCard       |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 798.00   | West End Lock And Securit - PCard      |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Water          | \$ 3,077.23 | Yellowstone Valley Elect - PCard       |
| 09/02/2025 | ACH    | U.S. Bank PCards               | Anti-Graf      | \$ 29.00    | The Home Depot #3101 - PCard           |
| 09/02/2025 | 883120 | Utilities Underground Location | Storm Sewer    | \$ 1,513.75 | Excavation Notifications July 2025 = 3 |
| 09/02/2025 | 883120 | Utilities Underground Location | Street/Traffic | \$ 1,513.75 | Excavation Notifications July 2025 = 3 |

| Check Date | Check  | Name                           | Fund Name      | Amount        | Item Desc                                         |
|------------|--------|--------------------------------|----------------|---------------|---------------------------------------------------|
| 09/02/2025 | 883120 | Utilities Underground Location | Street/Traffic | \$ 1,513.75   | Excavation Notifications July 2025 = 3            |
| 09/02/2025 | 883120 | Utilities Underground Location | Wastewater     | \$ 756.87     | Excavation Notifications July 2025 = 3            |
| 09/02/2025 | 883120 | Utilities Underground Location | Water          | \$ 756.88     | Excavation Notifications July 2025 = 3            |
| 09/02/2025 | 883123 | Vermeer Mountain West          | Street/Traffic | \$ 139,966.50 | 2025 Vacuum excavator; Invoice 07030576           |
| 09/02/2025 | 883128 | Western Municipal Construction | Water          | \$ 390,733.99 | WO 25-01 Contract 3 Rosemont Water Main Replac    |
| 09/02/2025 | 883130 | Wutke                          | Park Dist 1    | \$ 20,092.00  | north park court upgrades chainlink fence - 19163 |

**City Council Regular**

**Date:** 10/13/2025  
**Title:** LB Lofts - Affordable Housing Development Project  
**Presented by:** Jordan Langton  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Yes  
**Project Number:** N/A

**RECOMMENDATION**

Community Development staff and the Community Development Board recommend allocating \$1,400,000 in HOME funding and \$145,000 in CDBG funding to Homeword and HomeFront for the new construction of LB Lofts affordable apartment housing. The recommendation for approval to allocate funding is contingent upon the viability of stored building materials and firm funding commitments from other project funding sources. This allocation and expenditure of funding is expected to enable this new affordable housing project to be constructed in Billings and will also assist the Community Development Division in meeting program expenditure deadlines.

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

**Application:** On October 18, 2024, an Affordable Housing Development Program application was submitted by HomeFront and Homeword. The organizations provided a revised project budget on August 21, 2025. HomeFront and Homeword are requesting \$1,545,000 to construct 79 new affordable two-bedroom rental units.

**Project Site:** The proposed project is located near the intersection of Sioux Lane and Twin Oaks Drive in the Billings Heights. The property is valued at \$1,177,740 and was donated by HomeFront for the proposed project. The total availability of units will be 101 two-bedroom units. Twenty-two (22) of these units will be funded via Low-Income Housing Tax Credits awarded to the project by the Montana Board of Housing. If awarded, the City of Billings' HOME funding would be used to assist in funding the remaining seventy-nine (79) units. If awarded, the City of Billings' CDBG funding will be used for infrastructure improvements.

**Project Utilization and Beneficiaries:** Funding investments in this project will benefit low-income individuals and families with household income up to 80% of the Area Median Income (AMI). Thirty (30) units would serve 31-50% AMI households; forty-nine (49) units would serve 51-80% AMI households. Based on the project's affirmative fair housing marketing plan, the target populations for this project are Native Hawaiian/Pacific Islander, Black/African American and Asian households. The only tenants to be excluded are registered sex offenders. The use of existing infill land for the project site provides additional affordability. The applicant is willing to secure the City's funding award through deed restrictions and a trust indenture, assuring the City will be repaid the full award if the project no longer serves the intended population or is sold.

**Procedural History**

- **9/26/2023:** The project was presented to the Heights Task Force.
- **4/4/2024:** A local community meeting was held at the Heights Clubhouse.
- **6/4/2024:** HomeFront and Homeword presented the project to the Community Development Board.
- **6/28/2024:** A public notice was published in the Yellowstone County News.
- **7/8/2024:** Patti Webster from HomeFront gave an overview of the project to City Council and the meeting was open for public comments.
- **7/12/2024:** A second public notice was published in the Yellowstone County News.
- **8/5/2024:** Application submitted to the Montana Board of Housing for 2025, 9% Low-Income Housing Tax Credits.
- **10/18/2024:** HomeFront submitted an Affordable Housing Development program application to the City's Community Development Division requesting \$1,545,000 in funding for the project.
- **12/19/2024:** The project was awarded \$6,500,000 in tax credits by the Montana Board of Housing to build 22 units of the total 101 units, leaving 79 units to be funded by the City's Affordable Housing Development program.
- **3/4/2025:** Homeword staff and High Plains architects attended the Community Development Board meeting to give an updated presentation on the project, discuss longevity of materials and answer questions.
- **4/1/2025:** The Community Development Board recommended the project be taken to City Council for funding allocation.
- **8/21/2025:** A revised project budget was received from Homeword and HomeFront, enabling City staff to complete the project materials for Council action.

## Project Review

**Proximity:** The property is in the Heights area and within Billings city limits. As part of the environmental review process, CD Division staff review locations for proximity to amenities, transportation, employment opportunities, food sources, education resources, etc. The property is near Skyview High School. It is also close to multiple churches, many employment opportunities at businesses such as Wal-Mart, Walgreens, USPS, Albertson's, multiple fast-food restaurants, several large branch banks or credit unions and multiple convenience stores. The two larger retailers nearby have a pharmacy. Additionally, Albertson's, which is approximately one mile from the property, has a pharmacy. There are two thrift or consignment stores in close proximity. Public transportation routes include a bus stop at the intersection of Lake Elmo Drive and Sioux Lane, as well as other bus routes in the vicinity. Intermountain Health Heights Clinic is less than one mile from the project site, while Billings Clinic and St. Vincent's Hospital are less than five miles from the project site.

## Project Management, Developer Qualifications, and Portfolio Assessment

- **Management:** HomeFront will be the property owner and will oversee the project management in conjunction with Homeword as the project developer. HomeFront will maintain ownership and oversee the management of the property after construction.
- **Qualifications:** The applicants' staff has significant experience in affordable housing development, construction, maintenance, and oversight. HomeFront has utilized HOME and CDBG funds since 1995 to develop affordable housing projects. Homeword has developed or preserved 35 affordable housing projects across Montana. The staff of HomeFront and Homeword have extensive experience working with HOME, CDBG and tax credit projects.
- **Beneficiary Involvement:** The organization held a neighborhood meeting on April 4, 2024. Public notices requesting comments were published in the Yellowstone County News on June 28, 2024, and July 12, 2024. The project was presented to City Council on July 8, 2024, and public comments were requested.

## Market Analysis

The property is located near the intersection of Sioux Lane and Twin Oaks Drive in the Billings' Heights neighborhood and is valued at \$1,177,740. The land was donated by HomeFront for the proposed project. A property appraisal is to be completed as required by the project lender.

**Alignment with Consolidated / Annual Action Plan:** As noted in the City's 2025-2029 Consolidated Plan, there were over 8,000 households on waiting lists for public housing. Over 3,600 people were waiting for single-person housing. The project addresses all the City's Consolidated Plan goals:

- Create, preserve, and expand affordable housing options
- Neighborhood revitalization
- Impact poverty

## Financial Analysis

**Leveraging:** Estimated costs to construct the project total \$25,074,596. To date, funding applications have been submitted (see following page). The City funding request of \$1,545,000 is just over six percent of the total project budget.

| PROJECT BUDGET                                           |               |                     |
|----------------------------------------------------------|---------------|---------------------|
| Item                                                     | Bids Received | Estimated Cost      |
| Land Purchase                                            | Donated       | \$0                 |
| Site Work                                                | Pending       | \$1,707,910         |
| Construction                                             |               | \$17,169,808        |
| Professional Work & Fees (Architect, Attorney, Engineer) |               | \$611,091           |
| 2029 Construction Interim Fees                           | Business fees | \$999,000           |
| Permanent Financing Fees                                 |               | \$336,300           |
| Soft Costs                                               |               | \$371,787           |
| Syndication Costs                                        |               | \$89,700            |
| Developer's Fees                                         |               | \$3,200,000         |
| Project Reserves                                         |               | \$589,000           |
| <b>TOTAL</b>                                             |               | <b>\$25,074,596</b> |

| LEVERAGED FUNDING        |                     |                 |
|--------------------------|---------------------|-----------------|
|                          | Leveraged Resources | Commitment Date |
| NWMT Capital Magnet Loan | \$2,450,000         | Requested       |

|                              |                     |           |
|------------------------------|---------------------|-----------|
| Glacier Bank Tax Exempt Loan | \$7,500,000         | Requested |
| Deferred Developer Fee       | \$1,357,169         | Proposed  |
| HC Equity Non-Competitive    | \$12,222,427        | Proposed  |
| <b>TOTAL</b>                 | <b>\$23,529,596</b> |           |

**Fiscal Health:** To date, funding has been requested or proposed, but not firmly committed. The project is being built with the goal of a tight, efficient, and durable building envelope for longevity and lower utility costs. Preliminary design concepts include crime deterrence (utilizing Crime Prevention Through Environmental Design practices) to protect the buildings as well as maintain the safety of the residents.

**Subsidy Layering Review:** The list of proposed costs appears to be thorough and complete. HomeFront has management and maintenance plans in place to ensure the property's long-term viability. The \$1,545,000 in requested funding is a very small percentage of the overall project costs and funding under the maximum subsidy limits. The developer, Homeword, has past experience in developing housing with Federal funds and Low-Income Housing Tax Credits.

**Procurement:** Bids have not been obtained for the project. If funded, Homeword, as a developer, is required to follow procurement regulations to obtain additional, competitive estimates through a free, open, and competitive process. The U.S. Department of Housing and Urban Development's (HUD's) Build America, Buy America requirement must also be met. The overall project budget is reasonable, given the professional expertise available in Billings. There is a workforce and contractor availability shortage, and the cost of materials has greatly increased due to pandemic impacts.

**Previous City Awards:** The project is in alignment with previous awards granted by the City. The cost per unit for construction is \$317,399 per unit. For comparison, the cost per unit for the Mitchell Court project was \$348,902.

| AFFORDABLE HOUSING PROJECTS     |                                             |         |             |      |
|---------------------------------|---------------------------------------------|---------|-------------|------|
| Project                         | Developer                                   | # Units | City Award  | Year |
| Mitchell Court                  | GL Development                              | 32      | \$1,200,000 | 2024 |
| Off The Streets / Western Hotel | HomeFront                                   | 60      | \$450,000   | 2021 |
| C & C Community: Infrastructure | NeighborWorks MT                            | 60      | \$540,000   | 2020 |
| Pheasant Home                   | HomeFront -- Owner,<br>Homeword - Developer | 16      | \$554,191   | 2014 |
| Sioux Lane: Infrastructure      | HomeFront                                   | 32      | \$262,000   | 2008 |
| Westchester Square              | HomeFront                                   | 3       | \$200,000   | 2008 |
| Sage Towers                     | Menola Land                                 | 20      | \$175,000   | 2008 |

## STAKEHOLDERS

This project serves households seeking housing they can afford in Billings; those experiencing homelessness; at-risk of homelessness. All the individuals and families served by the project will have incomes under 80 percent of the area's median income.

## ALTERNATIVES

City Council may:

- Approve the \$1.4 million of HOME funding and \$145,000 of CDBG funding for the LB Lofts project; or
- Not Approve the \$1.4 million of HOME funding and \$145,000 of CDBG funding for the LB Lofts Project. The project is in alignment with the City's adopted Consolidated Plan and supports provision of more affordable housing for the residents of Billings, so not approving the funding would not be in alignment with City program goals.

## FISCAL EFFECTS

The City currently has \$1.4 million in HOME and \$145,000 in CDBG funding available for this award. Committing this funding would assist the City in meeting commitment, expenditure, and timeliness requirements, as well as meeting City goals for affordable housing development.

## SUMMARY

An overall review of the application reveals the project is consistent with similar projects the City has funded in the past and is in alignment with the City's Consolidated Plan. There is a demonstrated need for safe and affordable housing, as evidenced through data from the City's recent Consolidated Plan, including the Housing Needs

Assessment, Market Analysis and the Analysis of Impediments to Fair Housing Choice. The applicants have extensive experience in developing and managing affordable housing projects, as well as knowledge about federal program requirements.

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### **Attachments**

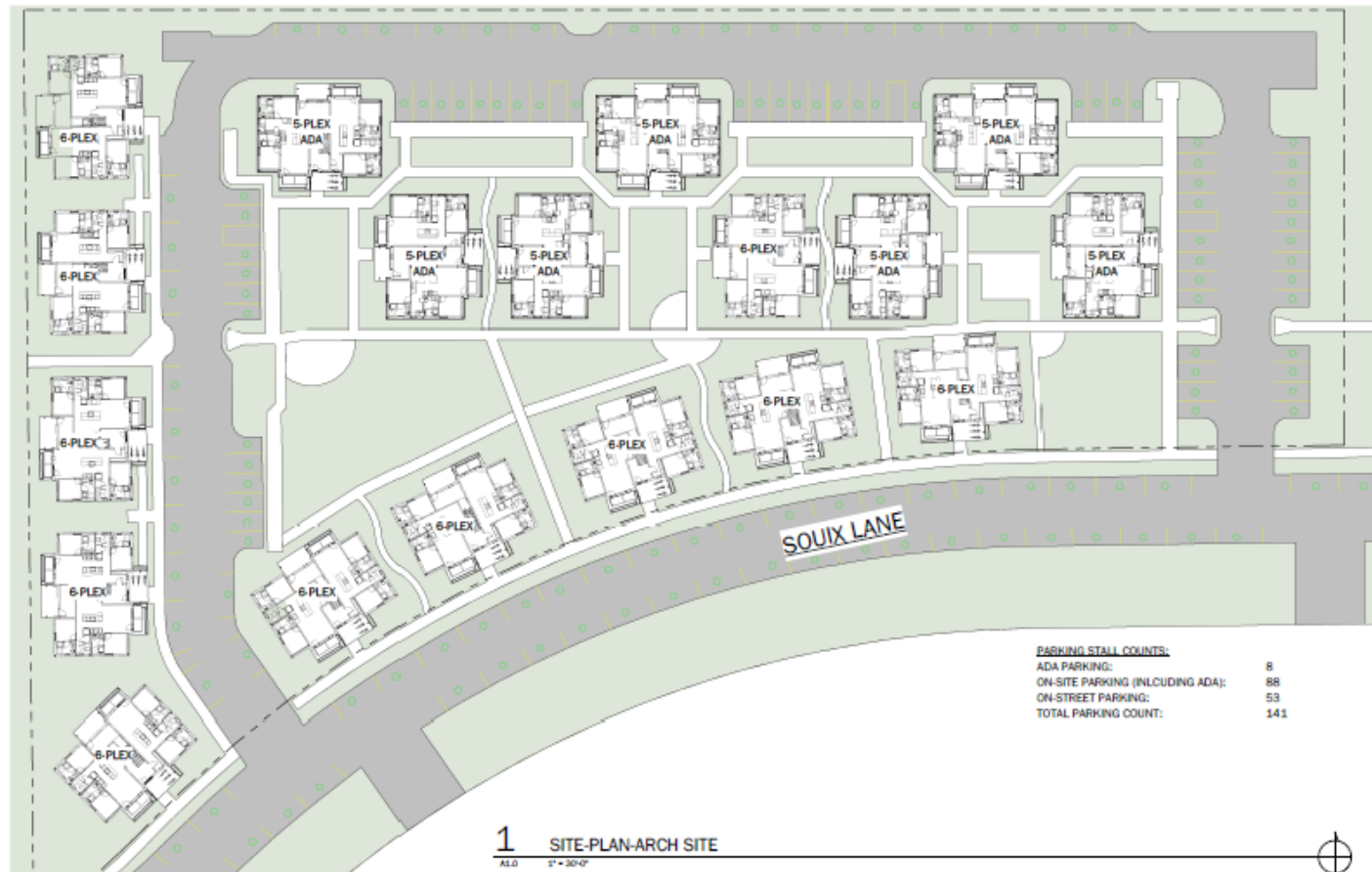
LB Lofts Presentation  
CD Board Memo  
CDBG Development Agreement  
HOME Development Agreement  
Declaration of Restrictive Covenants  
Deed Restriction Agreement  
Montana Trust Indenture  
Promissory Note

# Affordable Housing Development: LB Lofts



# Introduction

- Owner: HomeFront (Housing Authority of Billings)
- Developer: Homeward
- Location: Billings Heights – Sioux Lane and Twin Oaks Drive



# Project Details

- 101 affordable rental units
  - 6 HOME assisted units
  - All 2-bedroom, 2-bathroom units
- Target Income: Households 31-80% area median income



6 3D-5PLEX EXTERIOR FRONT VIEW 1



8 3D-5PLEX EXTERIOR FRONT VIEW 2

# Funding

- HOME: \$1.4 million
- CDBG: \$145,000
- Funding will be a loan payable through cashflow of the project
  - Loan is a lien on the property secured via a recorded Deed Restriction, Trust Indenture, Restrictive Covenants and Promissory Note
- Total Project Budget: \$25,074,596

| LEVERAGED FUNDING            |                     |
|------------------------------|---------------------|
|                              | Amount              |
| NWMT Capital Magnet Loan     | \$2,450,000         |
| Glacier Bank Tax Exempt Loan | \$7,500,000         |
| Deferred Developer Fee       | \$1,357,169         |
| HC Equity Non-Competitive    | \$12,222,427        |
| <b>TOTAL</b>                 | <b>\$23,529,596</b> |

# Timeline

- Construction Begins in May 2026
- Construction Finishes in December 2027
- Renting Begins in December 2027
- **Staff Recommendation:** **Approval contingent upon the viability of stored building materials and the commitment of funding**





**COMMUNITY DEVELOPMENT DIVISION**  
**Affordable Housing Development Program**

316 N. 26<sup>th</sup> St., 4<sup>th</sup> Floor, Billings, MT 59101

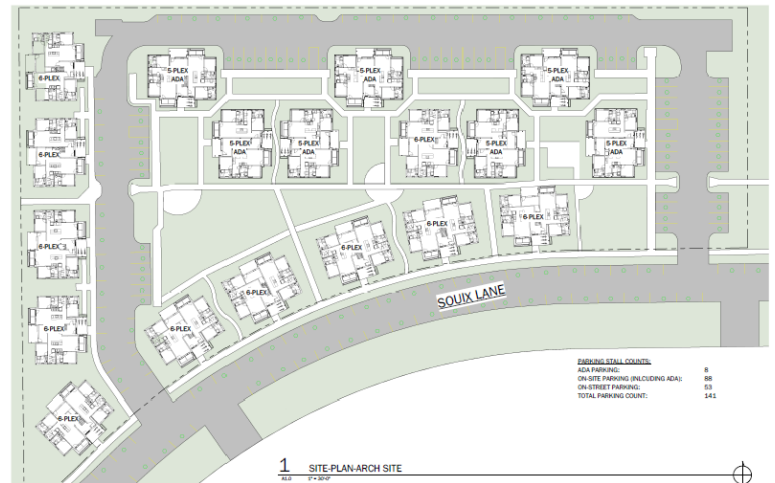
406.657.8286 TTY 711

www.BillingsMT.gov/comdev

DATE: February 19, 2025  
 TO: Community Development Board  
 TITLE: LB Lofts  
 PRESENTED BY: Jordan Langton, Community Development Grants Coordinator

**Recommendation**

Community Development (CD) staff recommend allocating up to \$1,400,000 in HOME Investment Partnership (HOME) funding and \$145,000 in Community Development Block Grant (CDBG) funding to HomeFront (Housing Authority of Billings) and Homeword for the new construction of LB Lofts. HomeFront and Homeword have collaborated on this project. Homeword is the project’s developer and HomeFront is the project’s owner and property manager. Staff’s recommendation is contingent upon favorable environmental review results. The allocation and expenditure of CDBG and HOME funding will also assist the Division in meeting expenditure deadlines.



**Background**

**Application:** On October 18, 2024, an Affordable Housing Development Program application was submitted by HomeFront and Homeword. HomeFront and Homeword are requesting \$1,545,000 to construct 79 new affordable two-bedroom rental units.

**Project Site:** The proposed project is located near the intersection of Sioux Lane and Twin Oaks Drive in the Billings Heights. The property is valued at \$1,177,740 and was donated by HomeFront for the proposed project.

The total availability of units will be 101 two-bedroom units. Twenty-two (22) of these units will be funded via Low-Income Housing Tax Credits awarded to the project by the Montana Board of Housing. If awarded, the City of Billings’ HOME funding would be used to assist in funding the remaining seventy-nine (79) units. If awarded, the City of Billings’ CDBG funding will be used for infrastructure improvements.



**Project Utilization and Beneficiaries:** Funding investments in this project will benefit low-income individuals and families with household income up to 80% of the Area Median Income (AMI). Thirty (30) units would serve 31-50% AMI households; forty-nine (49) units would serve 51-80% AMI households. Based on the project’s affirmative fair housing marketing plan, the target populations for this project are Native Hawaiian/Pacific Islander, Black/African American and Asian households. The only tenants to be excluded are registered sex offenders.

The use of existing infill land for the project site provides additional affordability. The applicant is willing to secure the City's funding award through deed restrictions and a trust indenture, assuring the City will be repaid the full award if the project no longer serves the intended population or is sold.

### Fiscal Effects

**HOME:** The City has \$1,123,728 in HOME entitlement, program income, and repayment funding available, as of February 19, 2025. The City may also award HOME funding from the future FY2025-2026 award year, if funded via U.S. Department of Housing and Urban Development (HUD). The City has been awarded approximately \$350,000 in new HOME funding over the past five years, although 25% of the award must be reserved for administration and Community Housing Development Organization (CHDO) set-asides. This would leave approximately \$262,500 in additional funding that could be awarded to the project, totaling \$1,386,228 in HOME funding, including additional program income and repayment revenues received from February 20 through June 30, 2025.

**CDBG:** The City currently has \$45,000 in CDBG funding allocated to the Affordable Housing Development program, in addition to another \$45,000 in program income as of February 19, 2025. The City may also award CDBG funding from the future FY2025-2026 award year, if funded via HUD. Outside of current commitments and staff-managed programs, the City may be able to award an additional \$55,000 in CDBG to the project, bringing the total available to \$145,000.

### Alternatives

- 1) Approve funding for the proposed project, with or without conditions. A funding allocation to support this new project would assist the City in meeting affordable housing needs while assisting the Division in meeting commitment timeliness deadlines.
- 2) Not approve funding for the project. HomeFront would need to secure other conventional financing to complete the project or not move the project forward.



6 3D-SPLEX EXTERIOR FRONT VIEW 1

### Procedural History

- **9/26/2023:** The project was presented to the Heights Task Force.
- **4/4/2024:** A local community meeting was held at the Heights Clubhouse.
- **6/4/2024:** HomeFront and Homeword presented the project to the Community Development Board.
- **6/28/2024:** A public notice was published in the Yellowstone County News.
- **7/8/2024:** Patti Webster from HomeFront gave an overview of the project to City Council and the meeting was open for public comments.
- **7/12/2024:** A second public notice was published in the Yellowstone County News.
- **8/5/2024:** Application submitted to the Montana Board of Housing for 2025 nine percent Low-Income Housing Tax Credits.
- **10/18/2024:** HomeFront submitted an Affordable Housing Development program application to the City's Community Development Division requesting \$1,545,000 in funding for the project.
- **12/19/2024:** The project was awarded \$6,500,000 in tax credits by the Montana Board of Housing to build 22 units of the total 101 units, leaving 79 units to be funded by the City's Affordable Housing Development program.
- **3/4/2025:** Homeword staff and High Plains architects will attend the Community Development Board meeting to give an updated presentation on the project, discuss longevity of materials and answer questions.
- **4/1/2025:** A recommendation may be made regarding this project to prepare documents for City Council.

## Project Review

**Proximity:** The property is in the Heights area and within Billings city limits. As part of the environmental review process, CD Division staff review locations for proximity to amenities, transportation, employment opportunities, food sources, education resources, etc.

The property is near Skyview High School. It is also close to multiple churches, many employment opportunities at businesses such as Wal-Mart, Walgreens, USPS, Albertson's, multiple fast-food restaurants, several large branch banks or credit unions and multiple convenience stores. The two larger retailers nearby have a pharmacy. Additionally, Albertson's, which is approximately one mile from the property, has a pharmacy. There are two thrift or consignment stores in close proximity. Public transportation routes include a bus stop at the intersection of Lake Elmo Drive and Sioux Lane, as well as other bus routes in the vicinity. Intermountain Health Heights Clinic is less than one mile from the project site, while Billings Clinic and St. Vincent's Hospital are less than five miles from the project site.



16 LEVEL 1-5 PLEX CD PROGRESS  
1/8" = 1'-0"

## Project Management, Developer Qualifications, and Portfolio Assessment

**Management:** HomeFront will be the property owner and will oversee the project management in conjunction with Homeword as the project developer. HomeFront will maintain ownership and oversee the management of the property.

**Qualifications:** The applicants' staff has significant experience in affordable housing development, construction, maintenance, and oversight. HomeFront has utilized HOME and CDBG funds since 1995 to develop affordable housing projects. Homeword has developed or preserved 35 affordable housing projects across Montana. The staff of HomeFront and Homeword have extensive experience working with HOME, CDBG and tax credit projects.

**Beneficiary Involvement:** The organization held a neighborhood meeting on April 4, 2024. Public notices requesting comments were published in the Yellowstone County News on June 28, 2024 and July 12, 2024. The project was presented to City Council on July 8, 2024 and public comments were requested.

## Market Analysis

The property is located near the intersection of Sioux Lane and Twin Oaks Drive in the Billings Heights and is valued at \$1,177,740. The land was donated by HomeFront for the proposed project. A property appraisal is to be completed as required by the project lender.

**Alignment with Consolidated / Annual Action Plan:** As noted in the City's 2020-2024 Consolidated Plan, there were over 5,500 households on waiting lists for public housing. Over 2,000 people were waiting for single-person housing. The project addresses all the City's Consolidated Plan goals:

- Create, preserve, and expand affordable housing options
- Neighborhood Revitalization
- Impact Poverty

## Financial Analysis

**Leveraging:** Estimated costs to construct the project total \$25,150,658. To date, \$23,605,658 in funding applications have been submitted (see following page). The City funding request of \$1,545,000 is just over six percent of the total project budget.

| PROJECT BUDGET                                           |               |                     |
|----------------------------------------------------------|---------------|---------------------|
| Item                                                     | Bids Received | Estimated Cost      |
| Land Purchase                                            | Donated       | \$0                 |
| Site Work                                                | Pending       | \$1,707,910         |
| Construction                                             |               | \$17,245,870        |
| Professional Work & Fees (Architect, Attorney, Engineer) |               | \$845,091           |
| Construction Interim Fees                                |               | \$991,200           |
| Permanent Financing Fees                                 | Business fees | \$336,300           |
| Soft Costs                                               |               | \$145,587           |
| Syndication Costs                                        |               | \$89,700            |
| Developer's Fees                                         |               | \$3,200,000         |
| Project Reserves                                         |               | \$589,000           |
| <b>TOTAL</b>                                             |               | <b>\$25,150,658</b> |

| LEVERAGED FUNDING            |                     |                    |
|------------------------------|---------------------|--------------------|
|                              | Leveraged Resources | Commitment Date    |
| NWMT Capital Magnet Loan     | \$2,450,000         | Pending – May 2025 |
| Glacier Bank Tax Exempt Loan | \$8,317,240         | Pending – May 2025 |
| Deferred Developer Fee       | \$1,557,168         | December 2024      |
| HC Equity Non-Competitive    | \$11,281,250        | Pending – May 2025 |
| <b>TOTAL</b>                 | <b>\$23,605,658</b> |                    |

**Fiscal Health:** Funding has been secured to date for \$1,557,168 and \$22,048,490 has been applied for, but not secured to date. The project is being built with the goal of a tight, efficient, and durable building envelope for longevity and lower utility costs. Preliminary design concepts include crime deterrence to protect the buildings as well as maintain the safety of the residents.

**Subsidy Layering Review:** The list of proposed costs appears to be thorough and complete. HomeFront has management and maintenance plans in place to ensure the property's long-term viability. The \$1,545,000 in requested funding is a very small percentage of the overall project costs and funding under the maximum subsidy limits. The developer, Homeword, has past experience in developing housing with Federal funds and Low-Income Housing Tax Credits.

**Procurement:** Bids have not been obtained for the project. If funded, Homeword, as a developer, is required to follow procurement regulations to obtain additional, competitive estimates through a free, open, and competitive process. The U.S. Department of Housing and Urban Development's (HUD's) Build America, Buy America requirement must also be met.

The overall project budget is reasonable, given the professional expertise available in Billings. There is a workforce and contractor availability shortage, and the cost of materials has greatly increased due to pandemic impacts.

**Previous City Awards:** The project is in alignment with previous awards granted by the City. The cost per unit for construction is \$318,362 per unit. For comparison, the cost per unit for the Mitchell Court project was \$348,902.

| AFFORDABLE HOUSING PROJECTS     |                                         |         |             |      |
|---------------------------------|-----------------------------------------|---------|-------------|------|
| Project                         | Developer                               | # Units | City Award  | Year |
| Mitchell Court                  | GL Development                          | 32      | \$1,200,000 | 2024 |
| Off The Streets / Western Hotel | HomeFront                               | 60      | \$450,000   | 2021 |
| C & C Community: Infrastructure | NeighborWorks MT                        | 60      | \$540,000   | 2020 |
| Pheasant Home                   | HomeFront – Owner, Homeward - Developer | 16      | \$554,191   | 2014 |
| Sioux Lane: Infrastructure      | HomeFront                               | 32      | \$262,000   | 2008 |
| Westchester Square              | HomeFront                               | 3       | \$200,000   | 2008 |
| Sage Towers                     | Menola Land                             | 20      | \$175,000   | 2008 |
| Southern Lights                 | Homeward                                | 20      | \$500,000   | 2006 |
| Old Town Square                 | HomeFront                               | 8       | \$242,000   | 2002 |
| Acme Hotel                      | Homeward                                | 19      | \$143,400   | 2002 |
| YWCA Gateway House              | YWCA                                    | 10      | \$182,400   | 1997 |
| Spring Gardens                  | HomeFront                               | 16      | \$240,000   | 1995 |

### Stakeholders

This project serves households seeking housing they can afford in Billings, those experiencing homelessness, and/or those at-risk of homelessness. All individuals and families served by the project will have incomes under 80% AMI and 38% of the units will provide housing for extremely low-income households (less than 50% AMI).

### Summary

An overall review of the application reveals the project is consistent with similar projects the City has funded in the past and is also in alignment with the City’s 2020-2024 Consolidated Plan. There is a demonstrated need for safe and affordable housing, as evidenced through data from the City’s recent Consolidated Plan, including the Housing Needs Assessment, Market Analysis and the Analysis of Impediments to Fair Housing Choice. The applicant also has extensive experience, both in developing and managing affordable housing projects, and they are knowledgeable about federal program requirements.

### Community Development Board’s Recommendation

- Approval
- Denial
- Conditional Approval (state conditions):

Please return to:  
City of Billings  
Community Development Division  
P.O. Box 1178  
Billings, MT 59103

**Affordable Housing Development Agreement**  
*Community Development Block Grant (CDBG) Program*

Between

**City of Billings (City)**

A Montana Municipal Corporation  
316 N. 26<sup>th</sup> St., Billings, Montana 59101

and

**Homeword, Inc. (Subrecipient - Developer)**

a Montana Non-Profit Organization  
1535 Liberty Lane, Ste 116A, Missoula, Montana 59808

and

**HAB Development, Inc. (Subrecipient - Project Owner)**

a Montana Non-Profit Organization  
2415 1<sup>st</sup> Avenue N., Billings, Montana 59101

On this date

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This Affordable Housing Development Agreement (the "Agreement"), by and between, **Homeword Inc.** and **HAB Development, Inc.**, as subrecipients (the "Subrecipients") of Community Development Block Grant ("CDBG") funds, and the **City of Billings**, as the grantee (the "Grantee") and provider of such funds pursuant to a CDBG award, for the project entitled **LB Lofts**, (the "Project"), made by the City of Billings' Community Development Division under provisions of Title I of the Housing and Urban Development Act of 1974, as amended (the "Act"). It is mutually agreed that no funds will be disbursed prior to the date of the execution of this Development Agreement (the "Agreement"). This Agreement will remain in effect as long as the Subrecipients have control over CDBG funds, including program income, or assets including real property acquired with funds dispersed under the Grant.

Any provisions contained herein which are found to be inconsistent with the Act, federal, state or local laws, and implementing regulations, will be deleted or appropriately modified as directed by Community Development staff and in no case shall any such inconsistency, whether remedied or not, impair the remainder.

## **I. PURPOSE**

The purpose of this Agreement is to provide CDBG funding to the Subrecipients for their use in carrying out Project activities described in the application and approved under the City's Community Development Block Grant (CDBG) program. Funding allocations are as follows: **\$45,000** in CDBG repayment revenue for FY2024-2025; **\$100,000** in new CDBG entitlement allocations for FY2025-2026. The FY2025-2026 U.S. Department of Housing and Urban Development (HUD) allocation is contingent on receipt of the federal funding award allocation and Consolidated / Annual Action Plan acceptance. Other City revenues may be utilized in place of this allocation.

Under this Agreement, the City is responsible for the overall administration and monitoring of the use of CDBG funds in accordance with program requirements.

## II. APPLICATION INCORPORATED BY REFERENCE

The Subrecipients' application for CDBG assistance ([Attachment A](#)) is incorporated into this Agreement by this reference and the representations made in the application are binding upon the Subrecipients.

## III. ACCEPTANCE OF CDBG PROGRAM REQUIREMENTS

The Subrecipients, their contractors, and subcontractors will comply with all current requirements now in effect or as they may be amended during the term of this agreement:

- A. [Housing and Community Development Act of 1974](#) laws;
- B. [Title 24 of the Code of Federal Regulations](#), Housing and Urban Development (HUD);
- C. Federal, [State](#), and [local government](#) laws, Executive Orders, regulations, administrative directives, ordinances, resolutions, and procedures;
- D. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Super / Omnibus Circular codified at [2 CFR Part 200](#);
- E. Civil Rights and Fair Housing; Employment and Contracting Opportunities requirements at 24 CFR [570.601](#), [570.602](#), [570.607](#), [570.614](#), [Subpart J](#) and [Subpart K](#). Subrecipients shall comply with the Fair Housing Act, HUD regulations, and the Montana Human Rights Act prohibiting employment, contracting, and beneficiary discrimination based on: Disability - includes people with HIV / AIDS and people in recovery from alcohol / drugs; Race / Color; Religion; Religious Belief; Sex - includes protection against sexual harassment; Familial Status - includes the presence of children under the age of 18 and/or pregnancy; National Origin; Marital Status; Creed; and Age;
- F. [Section 3](#): To the greatest extent possible, provide training, employment, contracting and other economic opportunities to low-income persons;
- G. [MBE / WBE](#): Job and contract opportunity outreach must ensure inclusion of businesses owned by minorities and women. The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended ([15 USC 632](#)), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.;
- H. Labor Standards at [24 CFR 570.603](#): Applies to all non-volunteer labor financed in whole or in part with CDBG;
- I. Subrecipients must not contract with, hire, or employ an individual in the United States knowing that the contractor or individual is not authorized with respect to such employment;
- J. Subrecipients must provide liability insurance coverage, fidelity bond coverage for principal staff handling the organization's accounts, and payment of payroll taxes and worker's compensation insurance coverage, as required by Federal and State law;
- K. Conflict of Interest at [24 CFR 570.611](#), Subrecipients must comply with the conflict of interest requirements in the Omnibus Circular (or 24 CFR parts 84 and 85, as applicable). Subrecipients must maintain procedures to prohibit employees, board members, and officers from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others;
- L. Projects involving over \$2,000 in CDBG funding and eight or more residential units must comply with [Davis-Bacon prevailing wage rates](#) and regulations;
- M. [Lead-Based Paint](#) requirements ([24 CFR 570.608](#)).;
- N. [Construction and accessibility standards referenced](#) in Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act, and Architectural Barriers Act;
- O. [Copeland "Anti-kickback" Act](#), which prohibits a federal building contractor or subcontractor from inducing an employee into giving up any part of the compensation that they are entitled to under the terms of their employment contract;

- P. [Contract Work Hours and Safety Standards Act](#), 40 USC 3701;
- Q. National Flood Insurance Program ([24 CFR 570.605](#));
- R. Floodplain Management ([24 CFR Part 55](#));
- S. Relocation, Real Property Acquisition, and One-for-One Housing Replacement ([24 CFR 570.606](#));
- T. Political Activity ([24 CFR 570.207\(a\)\(3\)](#)) and;
- U. [City of Billings](#) Building, Zoning, and Fire Safety Codes.

#### IV. INSURANCE & CONTRACTS

The Subrecipients shall furnish the City with proof of insurance, as stipulated below, as this Agreement is submitted to the City for signature, finalization, and prior to commencing the Project activities described herein.

The Subrecipients shall secure and maintain such insurance policies to protect itself, its subcontractors and the City, from all claims for bodily injuries, death or property damage that may arise under this agreement; whether the acts were made by the City or Subrecipients or by any contractor or subcontractor or anyone employed by the Subrecipients directly or indirectly.

The City shall be listed as an additional insured on all insurance policies and will include the following language:

*The Company agrees that it will give the City of Billings, Montana, no less than 30 days advance written notice of its intent to cancel or materially change the described policy.*

This language, however, if accompanied by a disclaimer or any other language, which negates Subrecipients responsibility for failing to provide said notice, will not be acceptable.

The following insurance policies are required:

- A. Workers' compensation and employer's liability coverage as required by Montana law;
- B. Professional liability in the amount of \$1,500,000 per claim;
- C. Builder's Risk Insurance in an amount not less than the completed value of the infrastructure Project;

The following insurance policies are also required and must include a waiver of subrogation against the City:

- A. Commercial General Liability, including contractual and personal injury coverages of \$750,000 per claim and \$1,500,000 per occurrence for injuries, including accidental death to any one person; and
- B. Automobile liability of \$1,500,000 per accident.

**Insurance Certificates:** Insurance certificates shall be filed with the City giving satisfactory evidence of insurance as stipulated above **at the time** the Agreement is signed. The Public Liability Insurance certificate shall be maintained during the life of the Agreement. The Builders Risk Insurance shall be secured prior to initiating construction.

**Approval of Contractor / Subcontractor and Insurer:** The insurer must be satisfactory to the City Attorney for the City of Billings. Further, the Subrecipients will assure all subcontractors performing work on the Project maintain public liability, property, and casualty insurance and stationary workers compensation insurance coverage in compliance with state Law.

**Construction Contracts:** The Subrecipients agree to deny participation in construction contracts by ineligible, debarred or suspended persons or entities. **The Subrecipients will provide the City with the names of contractor(s) and subcontractor(s) prior to entering into contracts.** The City will check each contractor for a City of Billings business license, state contractor registration, worker's compensation, and insurance, registration in the federal government's System for Award Management (SAM), and that the contractor(s) is not debarred by the State of Montana and/or SAM.

The bidder also understands that, if applicable and unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or non-construction services in accordance with sections [18-2-401 through 18-2-432 MCA](#), and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections [18-2-403 and 18-2-409 MCA](#). Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

The State of Montana charges a 1% tax on the gross receipts from all public contracts over \$5,000. Subrecipient shall ensure payment of gross receipts as required. Details may be found on the [Montana Department of Revenue website](#).

**Bonding:** The Subrecipient will provide proof that contractor(s) and subcontractor(s) selected for the Project possess performance and completion bonds equal to the completed value of the infrastructure Project.

**V. SCOPE OF WORK & ELIGIBILITY**

**A. National Objective:** The Subrecipients certify that the activities carried out with funds provided under this Agreement will meet one or more of HUD’s National Objectives as defined in [24 CFR Part 570.208](#) (choose one):

- Activity benefits low-income individuals - limited clientele
- Individuals within a specific low-income area benefit from the activity

**B. Project Description and Statement of Work:** The Subrecipient will be responsible for administering the following activities in a manner satisfactory to the Grantee consistent with any standards and CDBG requirements as a condition of providing these funds. The Subrecipients will engage in the activities set forth in the Subrecipients’ application for CDBG assistance:

**a. Property:** The Subrecipient, HAB Development, Inc., owns property in the City of Billings, Yellowstone County, Montana located near Sioux Lane, Billings, Montana 59105 and legally known as:

*WHITETAIL SQUARE SUB (10), S22, T01 N, R26 E, BLOCK 1, Lot PARK, PRIVATE PARK comprised of 1.348 AC and adjacent parcel on Sioux Lane, Billings MT 59105 legally described as WHITETAIL SQUARE SUB (10), S22, T01 N, R26 E, BLOCK 1, Lot 1 comprised of 3.014 AC, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3792983.*

**b. Statement of Work:** The major components of the project include infrastructure improvements, including construction of sidewalks, curbs and gutters.

**C. Project Schedule and Levels of Performance:** Each level of performance below includes time periods for performance. Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipients will perform the described tasks as outlined below:

| Activity                                                                                                                                                         | Estimated Timeline            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Construction of sidewalks, curbs and gutters                                                                                                                     | January 2026 to December 2026 |
| Infrastructure will be completed in accordance with federal, state and local laws, ordinances, and regulations and must demonstrate sound engineering processes. |                               |

**D. Low-Income Area Eligibility:** Project location is within Census Block Group 4, Tract 7.06. HUD’s [Web AppBuilder for ArcGIS](#) utilizes the 2016-2020 American Community Survey data; 52 percent of residents in this area are low-income. However, when the adjacent nearby Census Block Group 3, Tract 7.06 is included to represent a larger user group, the percentage of low-income residents increases to 58 percent.

**E. Environmental Review:** The City has completed the Environmental Review Record for this activity ([24 CFR 570.604](#)).

**F. Effective Date & Time of Performance (Period of Performance):** This Agreement takes effect on the date the Agreement is signed by the last responsible party and will terminate upon completion of the final project closeout by the City. The activities expected to be performed by the Subrecipients must be completed by \_\_\_\_\_. The terms of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipients remains responsible for carrying out the approved activities and any assets or program income.

**G. Ownership & Publication of Materials:** As the activities carried out herein are funded, in part,

with federal and public funding sources, all reports, information, data, and other materials prepared by the Subrecipients, contractor, or subcontractor pursuant to this Agreement are considered public property with unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the City's prior written approval.

**H. Prohibited Activities:** The Subrecipients are prohibited from using funds provided herein or personnel employed in the administration of the program for:

1. Political activities including, but not limited to, financing the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.
2. Inherently religious activities; Subrecipients that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded through CDBG. If a Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under CDBG, and participation must be voluntary for the beneficiaries of the CDBG programs or services.
3. Lobbying and/or political patronage; funds, materials, property, or services, provided directly or indirectly through CDBG, cannot be used for partisan political activity, or to further the election or defeat of any candidate for public office.
4. Nepotism activities including, but not limited to, preferential treatment in appointment, promotion, transfer, advancement of a family member in employment or public service provision.

## VI. FINANCIAL MANAGEMENT

**A. Award & Budget:** The total amount of CDBG funds committed to this Project under this Agreement will not exceed \$145,000 (one hundred forty-five thousand) and must be expended by the end of the Agreement performance period. A copy of the preliminary project budget is included in the Subrecipients' application (**Attachment A**) and by this reference is made a part of this Agreement and binding upon the Subrecipients. Funding not expended within one year will be considered un-programmed funds and made available for allocation to new projects.

**B. Agreement Amendment:** This Agreement may be amended to increase the funding award to meet demonstrated need. Expenditure deadlines will be included in the Amendment.

**C. Budget Modifications:** Budget adjustments must be approved by the City in writing and in advance of expenditures. In the event the Subrecipients are unable to comply with the terms and the conditions of this Agreement, any costs incurred will be the Subrecipients' sole responsibility.

**D. Award Reduction:** If the actual total cost of completing the project is less than has been projected by the Subrecipients in its budget, the City may, at its discretion, reduce the amount to be provided under this Agreement in proportion to the overall savings.

**E. Program Income ([24 CFR 570.503](#) and [570.504](#)):** If the use of CDBG funding results in revenues (fees paid, insurance payments, etc.), the revenue is also considered CDBG and referenced as "program income." The Subrecipients will expend any program income it receives on the activities described herein, before requesting additional CDBG funds. The City will deduct the amount of program income on hand, shown on the drawdown form, from the amount requested by the Subrecipients. This program income will be treated as additional CDBG funds and will be subject to all applicable requirements governing the use of CDBG funds.

The Subrecipients will record receipt and expenditure of program income as part of the financial transactions of the grant program. If the Subrecipients anticipate program income after project closeout, a program income plan must be developed and submitted for review and written approval by the City at the time of closeout.

At the time of closeout, the City will specify the conditions and requirements that will apply to program income received by the Subrecipients after project closeout.

**F. Procurement:** The Subrecipients are required to ensure compliance with [24 CFR 85.36](#) for governmental subrecipients and [24 CFR 84.40-48](#) for non-profit subrecipient organizations procurement requirements, including, but not limited to documenting the following:

1. Follow a free and open competitive process in securing products and services from the date this Agreement is executed until project completion. This requires specific outreach and advertising to reach minority- and women-owned businesses and businesses owned by low-income individuals.
2. Subrecipients must submit to the City evidence of firm commitment of the other resources necessary for the completion of the project, if any. The City will not release any CDBG funds to the Subrecipient until the Subrecipient has obtained firm commitments for all non-CDBG resources to be involved in the project. The Subrecipient may not expend or obligate any CDBG funds, until the City determines that this condition has been satisfied.
3. Subrecipients must receive permission from the City to enter into Construction Contract(s). This provision is to assure that the Subrecipients have complied with applicable procurement requirements and Labor Standards.
4. Subrecipients must follow the City's purchasing policy; copies available upon request.

| Procurement Amount                                                                                    | Invoice | 3 Written Quotes | Request for Proposals | Sealed Bids |
|-------------------------------------------------------------------------------------------------------|---------|------------------|-----------------------|-------------|
| \$0 - \$9,999.99*                                                                                     | X       |                  |                       |             |
| \$10,000 - \$79,999.99*                                                                               |         | X                |                       |             |
| > \$24,999.99<br><i>Consultant, software, professional services</i>                                   |         |                  | X                     |             |
| > \$49,999.99<br><i>Architect, engineer &amp; land survey</i>                                         |         |                  | X                     |             |
| > \$79,999.99<br><i>Automobile, trucks, construction, equipment, materials</i>                        |         |                  |                       | X           |
| <i>Any procurement involving services of \$4,999.99 or more may require a contract and insurance.</i> |         |                  |                       |             |

5. The Subrecipients must also properly document purchasing activities and decisions.
6. Observe the special rules for particular kinds of purchases (small purchases, competitive sealed bids, competitive proposals, and sole source procurements).
7. Properly bond and insure work involving large construction contracts and/or subcontracts.
8. Use local businesses and contract with small, minority and/or women-owned businesses to the maximum extent feasible.
9. Subrecipients must not make any payments to organizations that were disbarred or suspended or otherwise ineligible to receive federal funding. Subrecipients must check the SAM.gov exclusion record database prior to utilizing federal resources.

**G. Allowable Costs (24 CFR 85.22 and 84.27):** The Subrecipient is required to ensure all expenditures are necessary, reasonable, and directly related to Project activities detailed within this Agreement AND not prohibited under federal, state or local laws or regulations. The standards for determining allowable costs reasonableness, allowability, and allocability of costs incurred as part of CDBG-financed activities are found in [Omnibus Circular – 2 CFR Part 200](#).

Per [Omnibus Circular – 2 CFR Part 200](#), the threshold for when an entity is required to have an audit is \$750,000. This Project is not subject to audit requirements. Unless prohibited by law, the cost of audits made in accordance with the provisions of this part are allowable charges to federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) ([48 CFR parts 30](#) and [31](#)), or other applicable cost principles or regulations.

**H. Compensations, Method of Payment, & Requests for Reimbursement (24 CFR 85.21 or 570.502(b)(3)(i)):** The City will authorize the Subrecipient to request the total assistance amount against the funding reserved for it by the City on a reimbursement basis. The City

agrees to reimburse the Subrecipients for successfully completing the activities set forth in *Section V – Scope of Work & Eligibility*, as the Subrecipients incur project costs.

The City will reimburse the Subrecipients for approved, eligible and necessary expenses according to the backup and support documentation submitted to support the expenditures. During the term of this Agreement, the Subrecipients will submit progress reports to the City with each request for payment. This report will describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project that has been completed, costs incurred, funds remaining and anticipated completion date. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule being requested. A project narrative for each payment is a mandatory requirement. The City will not honor claims for payment until the Subrecipient submits to the City the required progress report and the City has approved it. Support documentation may include invoices, bills, certified payroll records, City permits and inspection records, and other documents necessary to justify the payment. Processing time may be up to 30 days and reimbursements may be requested every 30 days until funding has been expended.

The City will not reimburse the Subrecipients for any expenses not included in the approved budget or not clearly and accurately supported by the Subrecipients' records. Any authorized funds not expended under this Agreement will revert to the City and will be used to finance other CDBG projects following the period of performance.

If the City determines that the Subrecipients have failed to satisfactorily carry out their responsibilities under this Agreement, the City may revoke the Subrecipients' authority to request CDBG funds approved under this Agreement until the City and the Subrecipients agree on a plan to remedy the deficiency.

**At least seventy-five percent (75%) of CDBG funding allocated to the Project by the City of Billings must be expended by April 1, 2026.** Funding not expended by April 1, 2026 shall be considered un-programmed funds and made available for allocation to new projects.

- I. **Use of Real Property and Reversion of Assets:** Any real property acquired or improved in whole or in part with CDBG funds must continue to be used for the purpose for which it was acquired or improved. Any changes in its use within twenty (20) years of closeout of the project activities detailed within this Agreement must be approved by the City in writing. Upon expiration, termination, or closeout of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds under this Agreement.
- J. **Uniform Administrative and Program Management Standards:** Subrecipients will ensure compliance with [2 CFR Part 200](#) and [24 CFR Part 84.21-28](#) as amended by [570.502](#), for non-profit subrecipients. The Subrecipients' internal controls will consist of a combination of procedures:
  1. Organizational chart;
  2. Written definition of duties and key job responsibilities;
  3. Qualified personnel;
  4. Formal system of authorization and supervision;
  5. Separation of duties so no one individual has authority over an entire financial transaction;
  6. Control over access to assets, blank forms, and confidential documents;
  7. Periodic comparisons of financial records to actual assets and liabilities (reconciliation); and
  8. Records that together create accountability in the Subrecipients' financial system and safeguard its cash, property, and other assets.
- K. **Accounting System:** The Subrecipients are required to have accounting records that adequately identify the source and application of CDBG funds provided to them ([24 CFR 85.20\(b\)\(2\)](#) and [84.21](#)). To meet this requirement, the Subrecipients' accounting system should include at least the following elements:
  1. **Chart of Accounts:** A list of names and the numbering system for the individual accounts

that contains the basic information about particular classifications of financial transactions for the organization.

2. **Cash Receipts Journal:** Documents chronologically when funds were received, in what amounts, and from what sources.
  3. **Cash Disbursements Journal:** Documents chronologically the expenditures of the organization (e.g., when the expense was incurred, how much was spent, to whom funds were paid, and for what purpose).
  4. **Payroll Journal:** Documents the organization's expenses on salaries and benefits and distinguishes different categories for regulatory purposes. Staff time spent on CDBG activities must be clearly documented and separated from staff time spent on activities not funded with CDBG.
  5. **General Ledger:** After a transaction is entered in a journal, that information also should be transferred to the proper accounts contained in the general ledger. The general ledger summarizes chronologically the activity and financial status of all the accounts of an organization.
- L. Accounting Records:** The Subrecipients' accounting records must contain reliable and up-to-date information about the sources and uses of funds, including:
1. Federal grant awards (or subgrant allocations) received by the organization;
  2. Current authorizations and obligations of CDBG funds;
  3. Unobligated balances (funds remaining available for distribution);
  4. Assets, liabilities, program income, expenditures, and allowable costs; and
  5. Eligible activity classifications specified in [24 CFR 570.201-570.206](#).

## VII. ACCESS TO RECORDS & RECORDS RETENTION

The general CDBG standard for record keeping is that records must be accurate, complete, and orderly:

- A. The Subrecipients will comply with CDBG record keeping regulations in [24 CFR Part 570](#) and [CFR Parts 84](#) and [85](#), as now in effect or as they may be amended during the term of this Agreement; all requirements established by the City; applicable State and Federal laws, Executive Orders, regulations, administrative directives and procedures; and local ordinances and resolutions.
- B. The Subrecipients shall furnish and cause each of its contractors and subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- C. In general, records shall be retained for **four (4) years** from the date of submission of the City's Comprehensive Annual Performance Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues that arise from it or the end of the regular 4-year period, whichever is longer.
- D. The Subrecipient will maintain adequate and reasonable records of its performance under this Agreement and will allow access to these records at any time during normal business hours by citizens, the City, HUD, the Comptroller General and, when required by law, the Montana Legislative Auditor ([24 CFR 85.10 \(e\)](#) and [84.53 \(e\)](#)). These records will be kept in the Subrecipients' offices as noted on page one.
- E. The City or its agents may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with the Scope of Work, and other technical and administrative requirements, including the adequacy of the Subrecipient's records and accounts. The City will advise the Subrecipient of any specific areas of concern and provide the Subrecipient opportunity to propose corrective actions acceptable to the City.
- F. The Subrecipients shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

## VIII. REPORTING, GOALS, OUTCOMES, & MONITORING

In compliance with [24 CFR 570.501\(b\)](#), [24 CFR 85.40\(a\) and \(e\)](#), and [24 CFR 84.51\(a\)](#), the City will monitor the performance of the Subrecipients against goals and performance standards as stated in this Agreement and the Subrecipients' application, including data reporting on a quarterly and annual basis. Monitoring will be conducted via desk reviews for quarterly reports and requests for reimbursements. City staff may also schedule on-site monitoring visits to assess performance and compliance. Substandard performance, as determined by the City, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, Agreement suspension or termination procedures will be initiated.

**A. Quarterly Reports:** Subrecipients are required to submit quarterly reports, including project narratives and descriptions of any significant problems encountered, until the entire funding allocation has been expended and reimbursed. Quarterly reports are due fifteen (15) days after each quarter ends:

- July, August, September - due on October 15
- October, November, December - due on January 15
- January, February, March - due on April 15
- April, May, June - due on July 15

## IX. PERSONNEL ASSIGNED TO SCOPE OF WORK, NOTICES, & LIAISONS

The Subrecipients have identified the following staff as Key Personnel to this project:

| Staff Member / Title                                            | General Project Duties                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Time Allocation                                                 |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <p>Julie Stiteler, Homeword (HW)<br/>Senior Project Manager</p> | <ul style="list-style-type: none"> <li>• Responsible for the day-to-day oversight and management of consultants and contractors connected with development projects</li> <li>• Participates in the hiring of contractors and consultants through appropriate procurement processes</li> <li>• Manages development projects during pre-development and construction period</li> <li>• Facilitates and/or obtains governing body reviews and approvals related to construction of projects</li> <li>• Manages and maintains project budgets; prepares draw requests and capital installment requests to funders and coordinates with the Project Development Director to ensure spending aligns with ongoing budgets and funding requirements</li> <li>• Participates in and facilitates weekly Owner/Developer/Architect/Contractor meetings and monthly site visits during construction</li> <li>• Ensures timely processing of invoices and coordination with Homeword Fiscal Policy</li> <li>• Prepares monthly and/or quarterly reports for funding sources</li> <li>• Assists with the first-year construction warranty period on new developments with Asset Management Team, property management companies and Development team</li> <li>• Assists with due diligence requirements and equity investor selection for development deals</li> </ul> | <p>20-40% depending on the phase of the development project</p> |

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
|                                          | <ul style="list-style-type: none"> <li>• Writes and prepares grants and funding applications for Development projects</li> <li>• Ensures project design meets regulatory requirements excluding consultant responsibilities</li> <li>• Acts as Owner Representative when needed (site visit, reports, draw requests, etc.)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |
| Liz Stotts, HW Project Manager           | <ul style="list-style-type: none"> <li>• Responsible for the day-to-day oversight and management of consultants and contractors connected with development projects</li> <li>• Participates in the hiring of contractors and consultants through appropriate procurement processes</li> <li>• Manages development projects during pre-development and construction period</li> <li>• Facilitates and/or obtains governing body reviews and approvals related to construction of projects</li> <li>• Manages and maintains project budgets; prepares draw requests and capital installment requests to funders and coordinates with the Project Development Director to ensure spending aligns with ongoing budgets and funding requirements</li> <li>• Participates in and facilitates weekly Owner/Developer/Architect/Contractor meetings and monthly site visits during construction</li> <li>• Ensures timely processing of invoices and coordination with Homeword Fiscal Policy</li> <li>• Prepares monthly and/or quarterly reports for funding sources</li> <li>• Assists with the first-year construction warranty period on new developments with Asset Management Team, property management companies and Development team</li> <li>• Assists with due diligence requirements and equity investor selection for development deals</li> <li>• Writes and prepares grants and funding applications for Development projects</li> <li>• Ensures project design meets regulatory requirements excluding consultant responsibilities</li> <li>• Acts as Owner Representative when needed (site visit, reports, draw requests, etc.)</li> </ul> | 20-40% depending on the phase of the development project   |
| Tori Rushfeldt, HW Asset Project Manager | <ul style="list-style-type: none"> <li>• Assist with construction site visits</li> <li>• Participates in the hiring of contractors and consultants through appropriate procurement processes</li> <li>• Assists with the preparation of draw requests and reports</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 5 to 10% depending on the phase of the project development |
| Laurel Ramsdell, HW Finance Manager      | <ul style="list-style-type: none"> <li>• Manages Project bookkeeping, including tracking use of funding and maintaining transaction records in QuickBooks</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 5 to 8% depending on the phase of the project development  |

|                                                              |                                                                                                                                                                                                                                                                                                                                                                      |                                                         |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Heather McMilin, HW Project Development Director             | <ul style="list-style-type: none"> <li>• Authorizes expenditures up to \$5,000</li> <li>• Oversight of Project Managers</li> <li>• Manages communications and expectations of Owner</li> <li>• Manages and facilitates communications with HW Leadership Team and Board of Directors</li> </ul>                                                                      | 5-15% depending on the phase of the project development |
| Matt Joseph, HW Finance Director                             | <ul style="list-style-type: none"> <li>• Oversight of financial management</li> <li>• Coordinates cost certification and information for Owner and Investor tax returns</li> </ul>                                                                                                                                                                                   | 0-5% depending on the phase of the project development  |
| Karissa Trujillo, HW Executive Director                      | <ul style="list-style-type: none"> <li>• Oversight of Project Team</li> <li>• Communications with Owner</li> <li>• Authorize expenditures over \$5,000</li> </ul>                                                                                                                                                                                                    | 0-5% depending on the phase of the project development  |
| Amber Uzelac, HomeFront (HF) Director of Assets              | <ul style="list-style-type: none"> <li>• Developing and implementing asset management strategies, overseeing operations, and ensuring financial success through various initiatives and monitoring.</li> <li>• Oversight of leasing and relocation activities</li> </ul>                                                                                             | 5-20% depending on the phase of the project development |
| Helen Verhasselt, HF Chief Financial Officer                 | <ul style="list-style-type: none"> <li>• Oversight of financial planning, budgeting, accounting, and risk management</li> <li>• Participates in strategic decision-making, working with the CEO and other executives to set financial goals and ensure the company's long-term success</li> <li>• Oversight of HW Financial Management during development</li> </ul> | 0-5% depending on the phase of the project development  |
| Patti Webster, HF Chief Executive Officer/Executive Director | <ul style="list-style-type: none"> <li>• Responsible for making major corporate decisions, managing overall operations, and driving the company's strategic direction</li> <li>• Primary public outreach facilitator</li> <li>• Oversight of Developer (HW)</li> </ul>                                                                                               | 5-10% depending on the phase of the project development |

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Subrecipients. If new staff are hired to carry out the activities described in this Agreement, City staff must be consulted on the following and a recruitment plan must be approved by the City in advance of advertisement.

- A. [Section 3](#): To the greatest extent possible, provide training, employment, contracting and other economic opportunities to low-income persons.
- B. [MBE / WBE](#): Job and contract opportunity outreach must ensure inclusion of businesses owned by minorities and/or women.
- C. **Equal Opportunity**: Any hiring of employees by the Subrecipient under this Agreement will be on the basis of merit and qualification, and the Subrecipient will not discriminate against any person on the basis of race, color, religion, creed, ancestry, political ideas, sex, gender identity, sexual orientation, age, marital status, physical or mental disability, national origin or status with regard to public assistance. As used herein, "qualifications" means qualification as are generally related to competent performance of the particular occupational task. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. The Subrecipient will take affirmative action to ensure all employment practices are free from such discrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in [24 CFR 570.607](#), as revised by Executive Order 13279. The Subrecipient shall not discriminate against a person because of sex, marital status, race, creed, religion, age, familial status, physical or

mental disability, color, or national origin in a term, condition, or privilege relating to the use, sale, lease, or rental of the housing accommodation or property ([Montana Code Annotated 2015 49-2-305](#)).

Notices required by this Agreement shall be in writing and delivered via mail (postage paid), personal delivery, or sent by electronic mail (email), fax or other electronic means. Any notice delivered or sent as previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

| City                                                                                                                                                                                                                                                       | Subrecipients                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Jordan Langton, Program Coordinator<br/>Community Development Division<br/>City of Billings</p> <p>Address: PO Box 1178, Billings, MT 59103<br/>Phone: 406.860.9126<br/>Email: <a href="mailto:LangtonJ@billingsmt.gov">LangtonJ@billingsmt.gov</a></p> | <p>Patti Webster, Chief Executive Officer / Executive Director<br/>HAB Development, Inc.</p> <p>Address: 2415 1<sup>st</sup> Avenue N., Billings, MT 59101<br/>Phone: 406.237.1916<br/>Email: <a href="mailto:PattiW@homefrontmt.org">PattiW@homefrontmt.org</a></p> <p>Karissa Trujillo, Executive Director<br/>Homeword, Inc.</p> <p>Address: 1535 Liberty Lane, Ste 116A, Missoula, MT 59808<br/>Phone: 406.532.4663 x12<br/>Email: <a href="mailto:Karissa@homeword.org">Karissa@homeword.org</a></p> |

## X. MODIFICATION, ASSIGNABILITY, & INDEMNIFICATION

This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written agreement, and does not imply any continuing commitment by the City of Billings beyond the termination date noted in this Agreement.

The Subrecipients accept responsibility for the adherence to the terms of this Agreement by subcontractors of Subrecipient entities and by public or private agents or agencies to which it delegates authority to carry out portions of this Agreement.

The Subrecipients waive any and all claims and recourse against the City, including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Subrecipients' or any subcontractor's performance under this Agreement.

Further, the Subrecipients will indemnify, hold harmless, and defend the City and the State of Montana against any and all claims, demands, damages, costs, expenses, or liability arising out of the Subrecipients' or any subcontractor's performance of this Agreement. In the event the City is named as a co-defendant in any action relating to activities to be performed by the Subrecipients or a subcontractor under this Agreement, the Subrecipients will notify the City of the action and will represent the City in the action unless the City undertakes to represent itself as a co-defendant, in which case the City will bear its own litigation costs, expenses, and attorneys' fees.

The Subrecipients may request that this Agreement be amended. However, the City will allow an amendment only if the Subrecipients clearly demonstrate that the modification is justified and will enhance the overall impact of the original project. Any changes in the scope of the project, as outlined in this Agreement, including cost increases, must be submitted in writing by the Subrecipients to the City as a request for an award adjustment. Any adjustment granted by the City shall be appended to this Agreement as an amendment.

## XI. CLOSEOUT ([24 CFR 570.509](#))

Once all CDBG funding has been expended and activities completed, or if the Subrecipients request initiation of the closeout process, City staff will proceed with closeout. During the term of this Agreement, the City or its agents will review Project activity records to ensure:

- A. The Subrecipients followed a free and open competitive process in securing products and services for this project and all purchasing activities and decisions are properly documented.
- B. The Subrecipients, the Subrecipients' contractor(s) and subcontractor(s) applied for, and

obtained, all necessary permits and inspections.

- C. Appropriate local, city, state, and/or federal inspectors approved and/or signed off on all required inspections.
- D. The Subrecipients addressed all findings or concerns raised during Project activities and documented the process and response.
- E. All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- F. The work to be financed with CDBG funding has been completed, including activities financed through escrow accounts, loan guarantees, or similar mechanisms.
- G. The other responsibilities of the Subrecipients under its agreement with the City have been met, or the City believes there is no further benefit in keeping the Agreement open for the purpose of securing performance.

## XII. AGREEMENT TERMINATION & REPAYMENT

In accordance with [2 CFR Part 200](#), [24 CFR 570.503 \(b\)\(6\)](#), [24 CFR 85.43 and 44](#), and [24 CFR 84.62](#), this Agreement may be terminated as follows:

- A. Termination and Modification Due to Loss of Funding.** If, for any reason, federal financial resources required by the City to fund the Subrecipients' Project are withdrawn from the City, the City may unilaterally terminate or modify the terms of this Agreement to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available CDBG funds, compensate the Subrecipients for eligible expenses incurred by the Subrecipients as of the revised termination date. The City will give the Subrecipients written notice of the effective date of the modification or termination of this Agreement and, if a reduction in funding is required, the Subrecipients will provide the City with a modified project budget.
- B. Termination Due to Noncompliance with Agreement Terms.** If the City determines that the Subrecipients have failed to comply with the general terms and conditions of this Agreement, the project schedule, or any special conditions, and if upon notification of the defect the Subrecipients does not remedy the deficiency within a reasonable period to be specified in the notice, the City may terminate this Agreement in whole or in part at any time before the date of completion. The City will promptly notify the Subrecipients in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.
- C. Effect of Termination.** In the event of termination due to the Subrecipients' failure to comply with the terms of this Agreement or the project's adverse environmental impact, any cost incurred will be the responsibility of the Subrecipients. However, at its discretion, the City may approve a request by the Subrecipients for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended CDBG funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Subrecipients to comply with the terms of this Agreement and on whether any failure to comply with the terms of this Agreement was the result of circumstances beyond the Subrecipients' control.

**Repayment:** The Subrecipients expressly agree to repay to the City any funds provided to the Subrecipients under this Agreement that the Subrecipients, its subcontractors or Subrecipients' entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Agreement expends in violation of the terms of this Agreement or the Federal and State statutes and regulations governing the CDBG Program.

## XIII. Governing Law and Venue:

The Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

*[Signature and notary pages to follow]*

**XIV. SIGNATURES**

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed this Agreement.

| CITY OF BILLINGS                                     | Subrecipients                                                          |
|------------------------------------------------------|------------------------------------------------------------------------|
| William A. Cole, Mayor                               | <b>HAB Development, Inc.</b><br>Patti Webster, Chief Executive Officer |
| Signature:                                           | Signature:                                                             |
| Date:                                                | Date:                                                                  |
| <b>Attestation by:</b><br>Denise Bohlman, City Clerk | <b>Homeword, Inc.:</b><br>Karissa Trujillo, Executive Director         |
| Signature:                                           | Signature:                                                             |
| Date:                                                | Date:                                                                  |

DRAFT

Please return to:  
City of Billings  
Community Development Division  
P.O. Box 1178  
Billings, MT 59103

## **Affordable Housing Development Agreement**

*HOME Investment Partnerships Program*

Between

**City of Billings (City)**

A Montana Municipal Corporation  
316 N. 26<sup>th</sup> St., Billings, Montana 59101

and

**Homeward, Inc. (Developer)**

a Montana Non-Profit Organization  
1535 Liberty Lane, Ste 116A, Missoula, Montana 59808

and

**HAB Development, Inc. (Project Owner)**

a Montana Non-Profit Organization  
2415 1<sup>st</sup> Avenue N., Billings, Montana 59101

On this date

---

WHEREAS, the Developer and Project Owner desire to work with the City and build affordable housing on property owned by HAB Development, Inc. in the City of Billings, Yellowstone County, Montana commonly known as LB Lofts, Sioux Lane, Billings, Montana 59105 and legally known as:

*WHITETAIL SQUARE SUB (10), S22, T01 N, R26 E, BLOCK 1, Lot PARK, PRIVATE PARK comprised of 1.348 AC and adjacent parcel on Sioux Lane, Billings MT 59105 legally described as WHITETAIL SQUARE SUB (10), S22, T01 N, R26 E, BLOCK 1, Lot 1 comprised of 3.014 AC, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3792983.*

WHEREAS, the City has concurrently entered into a HOME Investment Partnership Program (“HOME”) Agreement with the United States Department of Housing and Urban Development (HUD) whereby the City will receive and administer HOME moneys to provide financing, in part, for an acquisition / construction project (the “Project”) to be undertaken by the Developer and Project Owner and Project Owner. Notwithstanding any provision herein to the contrary, the performance and administration of this Affordable Housing Development Agreement (“Agreement”) shall be subject to the applicable provisions of the City’s HOME Agreement with HUD. Accordingly, the Developer and Project Owner hereby assume all obligations under the City’s HOME Agreement with HUD as a condition of the Developer and Project Owner’s obligations to perform under this Agreement as set forth herein.

WHEREAS, the Developer and Project Owner are desirous of obtaining such financing on the Project and is willing to assume obligations to the City under the City’s HOME Agreement with HUD on the terms and conditions, as provided herein.

WHEREAS, the Developer and Project Owner desire to utilize HOME funds to assist with the new construction of affordable rental housing. The Developer and Project Owner desire to use \$1,400,000 in HOME funds for the development of new rental housing and related construction costs resulting in the creation of one hundred and one (101) new affordable rental housing units. **Six (6) of the units will be designated HOME-assisted units. All six (6) of these units will be two-bedroom units.**

WHEREAS, the City has certified completion of the following prior to this HOME funding commitment: subsidy layering and underwriting analysis in compliance with [24 CFR 92.250\(b\)](#); assessment of the current market demand in the neighborhood; assessment of the experience and financial capacity of the Developer and Project Owner; and confirmation of firm written financial commitments to the Project.

WITNESSETH THAT the City, Developer and Project Owner, mutually agree as follows.

## I. PURPOSE

The purpose of this written Agreement is to ensure compliance with [24 CFR 92](#) by the City through its HOME Agreement with HUD; and to achieve the purposes of Title II (42 USC 12701-12839) of the [Cranston-Gonzales National Affordable Housing Act](#) (Public Law 101-625, approved November 28, 1990), including previous and future amendments.

## II. RECITALS INCORPORATED BY REFERENCE

The recitals stated above are true and accurate and are incorporated into this Agreement.

## III. APPLICATION INCORPORATED BY REFERENCE

The Developer and Project Owner's Affordable Housing Development application to the City, and statements made therein, are included in this Agreement by reference.

## IV. ACCEPTANCE OF GENERAL PROGRAM REQUIREMENTS

The Developer, Project Owner, their contractors, and subcontractors will ensure compliance with all the following requirements now in effect or as they may be amended during the twenty (20) year term of this Agreement:

- A. [Housing and Community Development Act of 1974](#);
- B. HOME Investment Partnerships Program [24 CFR Part 92](#) as part of the Cranston-Gonzales National Affordable Housing Act;
- C. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Super / Omni Circular codified at [2 CFR Part 200](#);
- D. Additional HUD regulations included in [24 CFR](#) and the [regulations, policies, guidelines, and requirements](#) as they relate to the application, acceptance, and use of federal funds for this program;
- E. Federal, [State](#), and [local government](#) laws, regulations, administrative directives, ordinances, resolutions, and procedures;
- F. Uniform Relocation Act which provides fair and equitable treatment of persons whose real property is acquired as stipulated in [Title 24, Subtitle A, Part 42 and Section 104\(d\)](#) and [92.353](#).
- G. Civil Rights and Fair Housing, Employment and Contracting Opportunity requirements at 24 CFR [570.601](#), [570.602](#), [570.607](#), [92.350](#) and [Executive Order 11246](#). Developer and Project Owners shall comply with the Fair Housing Act, HUD regulations, and the [Montana Human Rights Act](#) prohibiting employment, contracting, and beneficiary discrimination based on: Disability - includes people with HIV / AIDS and people in recovery from alcohol / drugs; Race / Color; Religion; Religious Belief; Sex - includes protection against sexual harassment; Familial Status - includes the presence of children under the age of 18 and / or pregnancy; National Origin; Marital Status; Creed; and Age;
- H. [Section 3 of the Housing and Development Act of 1968](#) requires the Developer and Project Owner, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low-income persons;

- I. Labor Standards at [24 CFR 92.354](#) apply to all non-volunteer labor financed in whole or in part with HOME;
- J. The Developer and Project Owner must not contract with, hire, or employ an individual in the United States knowing that the contractor or individual is not authorized with respect to such employment;
- K. The Developer and Project Owner must provide liability insurance coverage, fidelity bond coverage for principal staff handling the organization's accounts, and payment of payroll taxes and worker's compensation insurance coverage, as required by Federal and State law;
- L. The Developer and Project Owner will maintain active and current registration as required in [SAM.gov](#);
- M. The Developer and Project Owner will comply with the conflict of interest provisions of [24 CFR § 92.356](#) prohibiting the Developer and Project Owner from allowing any of their employees, agents, officials, consultants, or immediate / family members from occupying a HOME-assisted housing unit for the period of affordability, with the exception of management or maintenance employee(s). The Montana Code Annotated [§ 2-2-201](#) also prohibits the Developer and Project Owner from engaging public officers, City employees, and former City employees from having interest in the Developer and Project Owner's contracts;
- N. HOME-funded projects with a total number of residential units of 12 or more must comply with [Davis-Bacon prevailing wage rates](#) and regulations;
- O. [Lead-Based Paint](#) requirements prohibit the use of lead-based paint in new construction;
- P. Radon testing and mitigation response is a requirement on the Environmental Review Record in reference to Contamination and Toxic Substances [24 CFR Part 50.3\(i\)](#) and [58.5\(i\)\(2\)](#). In addition, it is reviewed as a worker safety hazard relative to land development. The Developer and Project Owner are required to assess the property for radon exposure to protect workers during construction and residents post construction. In compliance with [24 CFR 92.504\(c\)\(2\)\(iv\)](#), Environmental Review Record has been completed and HUD has authorized the use of HOME funds for the development of the Project.
- Q. [Construction and accessibility standards referenced](#) in Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act, and Architectural Barriers Act;
- R. [Copeland "Anti-kickback" Act](#), which prohibits a federal building contractor or subcontractor from inducing an employee into giving up any part of the compensation that they are entitled to under the terms of their employment contract;
- S. [Contract Work Hours and Safety Standards Act](#), 40 USC 3701;
- T. [City of Billings](#) Building, Zoning, and Fire Safety Codes;
- U. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activities or to further the election or defeat of any candidate for public office. By signing this Agreement, the Developer and Project Owner certify that no HOME funds will be spent on lobbying activities in connection with the assistance, in accordance with [24 CFR 91.225](#);
- V. The Developer and Project Owner will follow the provisions governing the restriction on the use of HOME funds by religious organizations, as contained in [24 CFR 92.257](#);
- W. The Developer and Project Owner certify that it will provide a drug-free work place;
- X. The Developer and Project Owner will comply with HUD guidelines for affirmative marketing, as outlined in [24 CFR 92.351, Subpart H](#) for projects with five (5) or more HOME assisted units. Six (6) units are being assisted with HOME funds under this Agreement; and
- Y. The Developer and Project Owner will comply with the Violence Against Women Act (VAWA) requirements at [24 CFR § 92.359](#) to provide housing protections for people applying for or living in units subsidized by the federal government and who have experienced domestic violence, dating violence, sexual assault, or stalking, to help keep them safe and reduce their likelihood of experiencing homelessness. The City's reference herein to [HUD forms 5380](#),

[5381, 5382, and 5383](#) serve as official notice and certification forms to the Developer and Project Owner.

#### IV. INSURANCE & CONTRACTS

The Developer and Project Owner shall furnish the City with proof of insurance, as stipulated below, as this Agreement is submitted to the City for signature, finalization, and prior to commencing the activities described herein.

The Developer and Project Owner shall secure and maintain such insurance policies to protect itself, its subcontractors, and the City, from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the acts were made by the City, Developer or Project Owner or by any contractor or subcontractor or anyone employed by the Developer or Project Owner directly or indirectly.

- A. The City shall be listed as an additional insured on all insurance policies and will include the following language:

*The Company agrees that it will give the City of Billings, Montana, no less than 30 days advance written notice of its intent to cancel or materially change the described policy.*

This language, however, if accompanied by a disclaimer or any other language, which negates Developer and Project Owner responsibility for failing to provide said notice, will not be acceptable.

- B. The following insurance policies are required:

1. Workers' compensation and employer's liability coverage as required by Montana law;
2. Professional liability in the amount of \$1,500,000 per claim;

- C. The following insurance policies are also required and must include a waiver of subrogation against the City:

1. Commercial General Liability, including contractual and personal injury coverages of \$750,000 per claim and \$1,500,000 per occurrence for injuries, including accidental death to any one person; and
2. Automobile liability of \$1,500,000 per accident.

- D. **Approval of Contractor / Subcontractor and Insurer:** The insurer must be satisfactory to the City Attorney for the City of Billings. Further, the Developer and Project Owner will assure all subcontractors performing work on the project maintain public liability, property, and casualty insurance and stationary workers compensation insurance coverage in compliance with state Law.

- E. **Construction Contracts:** The Developer and Project Owner agree to deny participation in construction contracts by ineligible, debarred or suspended persons or entities. **The Developer and Project Owner will provide the City with the names of contractor(s) and subcontractor(s) prior to entering into contracts.** City staff will check each contractor for a City of Billings business license, state contractor registration, worker's compensation, insurance, registration in the federal government's System for Award Management (SAM), and that the contractor(s) is not debarred by the State of Montana and/or SAM.

#### V. SCOPE OF WORK

The Developer and Project Owner agree to complete all development activities that will result in an affordable housing project including obtaining financing, purchasing the property, and hiring a construction contractor. The City agrees to review project plans, budget, and HOME subsidy for approval. The City will also be responsible for payment inspections and disbursements. The Developer, Project Owner and City agree to complete the required activities to secure a finished HOME affordable housing project.

The Developer and Project Owner will carry out the activities as established herein. The major components pertaining to this Agreement include new construction of 101 units of affordable multifamily rental housing units within the City of Billings limits. The project will include 101 two-bedrooms units. Six of the units in the proposed project will be HOME- assisted, floating units.

The project includes a market study to determine the type of housing needed in the community. Financing is required for the development of the project as per the market study. A construction contractor is to be hired post site control establishment.

**A. PROJECT SCHEDULE**

1. Project planning commenced prior to the date of this application.
2. Developer and Project Owner will complete all work required by this Agreement in accordance with the timetable set forth:

| <i><b>Milestone</b></i>                                                                                | <i><b>Start By</b></i>   | <i><b>Complete By</b></i>                                |
|--------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------------|
| Construction<br><i>Must begin within 12 months following commitment of funds via written Agreement</i> | October 2026 tentatively | N/A                                                      |
| <i><b>Milestone</b></i>                                                                                | <i><b>Start By</b></i>   | <i><b>Complete By</b></i>                                |
| Project Completion<br><i>Must be completed within four years of written Agreement date</i>             | N/A                      | Certificate of Occupancy issued by October 2029          |
| Units leased to income qualified tenants                                                               | N/A                      | Nine (9) months post the date of construction completion |

The Developer and Project Owner must communicate any anticipated or proposed changes to this schedule to the City in writing as soon as they are known for review and approval by the City.

**B. PROJECT BUDGET AND EXPENDITURE DEADLINES**

1. The total budget for this Project includes:

|                               |                     |
|-------------------------------|---------------------|
| NWMT Capital Magnet Loan      | \$2,450,000         |
| Glacier Bank Tax Exempt Loan  | \$7,500,000         |
| HC Equity Non-Competitive     | \$12,222,427        |
| City of Billings HOME Funds   | \$1,400,000         |
| City of Billings CDBG Funds   | \$145,000           |
| <u>Deferred Developer Fee</u> | <u>\$1,357,169</u>  |
| <b>Total Sources:</b>         | <b>\$25,074,596</b> |

| <i><b>HOME Fiscal Year Funding Origin</b></i> | <i><b>Award Amount</b></i> | <i><b>Expenditure Deadline</b></i>                                                                                                                              |
|-----------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FY21-22                                       | \$329,746                  | Funds must be expended within <b>four (4) years</b> of the date funds are committed as reflected by the date of the last signature on the Development Agreement |
| FY22-23                                       | \$339,477                  | Funds must be expended within <b>four (4) years</b> of the date funds are committed as reflected by the date of the last signature on the Development Agreement |
| FY23-24                                       | \$329,506                  | Funds must be expended within <b>four (4) years</b> of the date funds are committed as reflected by the                                                         |

|              |                    |                                                                                                                                                                 |
|--------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              |                    | date of the last signature on the Development Agreement                                                                                                         |
| FY24-25      | \$138,771          | Funds must be expended within <b>four (4) years</b> of the date funds are committed as reflected by the date of the last signature on the Development Agreement |
| FY25-26      | \$262,500          | Funds must be expended within <b>four (4) years</b> of the date funds are committed as reflected by the date of the last signature on the Development Agreement |
| <b>Total</b> | <b>\$1,400,000</b> |                                                                                                                                                                 |

2. Current and complete Sources and Uses are on file with the City with firm written commitments of all funds dedicated to the project. HOME funding may only be used to pay actual eligible costs of HOME-assisted housing and a percentage of pro-rated share of common area costs.
3. The Developer and Project Owner are required to submit updated financial documents to the City as revised commitments are made.
4. The Developer and Project Owner represent that the HOME funds invested are no more than necessary to provide affordable housing.
5. The Developer and Project Owner will disclose to the City any changes in sources of funds within ten (10) of days from notice of such changes, and the City will reserve the right to revise the project's HOME award based on a revised Sources and Uses statement and subsequent subsidy layering analysis.
6. The Developer and Project Owner will ensure compliance with subsidy layering review requirements, including the provision of the following, updated documents as soon as they become available:
  - a) Certification of Federal Assistance
  - b) Sources and Uses Budget
  - c) Development Budget
  - d) Operating Budget, including Pro-Forma for a period of operation equal to the duration of the established period of affordability.

Should the project involve the use of low-income housing tax credits (LIHTC), the Developer and Project Owner will provide the City a copy of the LIHTC subsidy layering review for the project file as soon as the review is completed.

7. The Developer and Project Owner may not modify the finalized budget without having requested and received the City's written approval of the adjustment. Modifications to the budget without City approval will be considered a violation of the contract and are grounds for termination at any point without consideration for performance or compensation.
8. The Developer and Project Owner are required to adhere to the current HOME maximum per-unit subsidy limits as established by HUD.
9. The total HOME funding allocated to the project will be repaid to the City by the Developer and Project Owner if the Developer or Project Owner fail to comply with federal, state, or local requirements for the use of HOME funds, construction, or rental to income-eligible households.
10. The Developer and Project Owner will submit a HOME Match Funds report when units are completed as determined by the Certificate of Occupancy issued by the City.

**C. DISBURSEMENT OF FUNDS**

1. The City shall **reimburse** the Developer or Project Owner for all eligible project costs in the total amount of **\$1,400,000**. The City's obligation to make periodic or final payment

to the Developer or Project Owner shall be conditioned upon the City's receipt of HOME funds sufficient to make such payment. Final reimbursement will be made only when the Developer or Project Owner is in full compliance with this Agreement.

2. Payment is made on a reimbursement basis of actual and proper expenditures and shall be made in accordance with this Agreement between the City, Developer and Project Owner. The Developer or Project Owner may only request disbursement of funds when funds are needed for payment of eligible costs, and the amount of the disbursement request must be limited to the amount needed.

During the term of this Agreement, the Developer or Project Owner will submit progress reports to the City with each request for payment. This report will describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project that has been completed, costs incurred, funds remaining and anticipated completion date. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule being requested. A project narrative for each payment is a mandatory requirement. The City will not honor claims for payment until the Developer or Project Owner submits to the City the required progress report and the City has approved it. Support documentation may include invoices, bills, certified payroll records, City permits and inspection records, and other documents necessary to justify the payment. Processing time may be up to 30 days and reimbursements may be requested every 30 days until funding has been expended.

3. The City shall only reimburse HOME-eligible expenses, following on-site inspection for construction compliance.
4. The City may withhold any payment if the Developer or Project Owner has failed to comply with program objectives, contractual terms, or reporting requirements. The City may withhold payment of the final five percent (5%) of the total award amount until the Developer or Project Owner has submitted, and the City has accepted, all required financial and performance report information required pursuant to either the Project or City requirements. The following documentation must be submitted for payment requests:
  - a) Completed Request for Reimbursement and Progress Report form.
  - b) Invoices, receipts, purchase orders, and/or contracts pertaining to the specific request for disbursement.

#### **D. CONSTRUCTION COMPLIANCE**

1. Housing constructed will meet local and state building codes and the plans must be approved by the City.
2. The units will comply with current HUD property standards for new construction projects.
3. All units will be constructed to ensure compliance with [24 CFR 5.703](#) and as it relates to physical condition standards for HUD housing that is decent, safe, sanitary and in good repair.
4. Constructed units will comply with property standards as per [24 CFR 92.251](#) as it relates to state and local codes, zoning requirements, and HUD requirements, including:
5. Units will be accessible and in compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans Disabilities Act as noted in [Title 24, Subtitle A, Part 9](#) and, to the maximum extent feasible, be made readily accessible and usable by individuals with disabilities as per [Title 24, Subtitle A, Part 8, Subpart C, §8.22](#).
6. The [Uniform Federal Accessibility Standard](#) requires a percentage of total units comply with the following:
  - a) At least five percent (5%) of total units, and at least one (1) unit, must meet accessibility standards for persons with mobility disabilities; and
  - b) An additional two percent (2%) of total units (at least one [1] unit), must be accessible for persons with hearing / visual disabilities.

- c) The use of universal design concepts will also be utilized to meet the needs of those with disabilities.
- d) **Build America, Buy America Act (BABA):** The Infrastructure Investment and Jobs Act, Pub. L. 117-58 and 2 CFR 184 [2 CFR Part 184 -- Buy America Preferences for Infrastructure Projects](#) requires that all iron and steel, construction materials, and manufactured products used in federally-funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the “Buy America Preference (BAP)” and the specific requirements are codified in [2 CFR § 184](#).

**E. PERIOD OF AFFORDABILITY AND AGREEMENT DURATION**

- 1. The project is subject to ongoing HOME compliance requirements for an affordability period from the date the Certificate of Occupancy is completed, and the project completion report is entered into HUD’s Integrated Disbursement & Information System (IDIS). Information necessary for completing activities in IDIS include finalized project budget; occupant demographic and income data; information on unit configuration; rents; and rental assistance.
- 2. The duration of the Agreement includes the construction, lease-up, and renting of housing units for the entire period of affordability.

| <i>HOME Funding Per Unit / Project Type</i> | <i>Period of Affordability</i> |
|---------------------------------------------|--------------------------------|
| Rental New Construction                     | 20 Years                       |

- 3. Affordability requirements for the HOME program will be met, including regulations outlined for the affordability of rental housing units as per [24 CFR 92.252](#).
- 4. The Developer and Project Owner expressly agree to repay the City all funds paid on behalf of the Developer and Project Owner or its subcontractors if the housing constructed does not meet the affordability requirements for the specified period of affordability ([24 CFR 92.504\(c\)\(3\)\(ii\)](#)).

**F. INITIAL RENTS AND PROCEDURES FOR RENT INCREASES**

- 1. The Developer and Project Owner agree that 100 percent (100%) of the HOME-assisted units to be constructed will be rented and occupied by low-income households as per HUD requirements.
- 2. The Developer and Project Owner agree that all units constructed under this Agreement will be rented to income-eligible tenants under the terms of the Deed Restriction Agreement which will be filed with the Yellowstone County Clerk & Recorder at the time it is negotiated.
- 3. Rents will not exceed the allowable HOME rents during the entire period of affordability. In projects with five (5) or more HOME-assisted units, 20 percent (20%) of the HOME-assisted units must comply with the HOME Low Rents and occupied by households with an Area Median Income less than fifty percent (50%). The remaining units can be rented at the High HOME rental limit.
- 4. HUD sets new HOME rent limits annually and are effective upon publication. However, tenants’ rents should only be adjusted when leases are renewed.
- 5. The Developer and Project Owner will provide initial rent-up information on occupants and units to the City within thirty (30) days of initial occupancy and annually thereafter. The Developer and Project Owner will also provide proposed utility allowances to the City annually for approval.
- 6. The Developer and Project Owner will comply with HUD’s requirements relative to maintaining the correct number of high and low HOME rent units.
- 7. The Developer and Project Owner will comply with HUD's requirements relative to income determination at initial lease up and annual thereafter ([24 CFR 92.203](#)).

**G. PROJECT MONITORING DURING THE PERIOD OF AFFORDABILITY**

1. Mandatory HUD monitoring requirements include (but are not limited to):
  - a) Demographic and rental unit information on initial occupants;
  - b) Annual reports on current occupants including demographic and rental unit information;
2. The City's monitoring responsibilities include (but are not limited to):
  - a) On-site monitoring review of the project annually as required for a project with twenty-five (25) or more units;
  - b) Source documentation monitoring for occupant income and eligibility verification at least every six (6) years; and
  - c) The financial condition of projects with ten (10) or more HOME-assisted units will be assessed annually.

#### **G. LEASE REQUIREMENTS**

1. All tenant leases during the period of affordability will contain the following provisions:
  - a) Each individual lessee certifies the accuracy of the information provided in connection with the examination and re-examination of annual household income;
  - b) Each individual lessee certifies that the annual income and other eligibility requirements shall be deemed substantial and material obligations of their tenancy. They will comply promptly with all requests for information and their failure to provide accurate information regarding such requirements (regardless of whether such inaccuracy is intentional or unintentional).
  - c) Refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of their tenancy and constitute cause for immediate termination thereof.
  - d) Initial leases must be a commitment for at least one year and may be re-negotiated by mutual agreement for continuing leases thereafter.
2. Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.
  - a) *Confession of Judgment*. Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.
  - b) *Treatment of Property*. Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
  - c) *Excusing the Landlord from Responsibility*. Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
  - d) *Waiver of Legal Notice*. Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
  - e) *Waiver of Court Proceedings for Eviction*. Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceeding in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
  - f) *Waiver of Jury Trial*. Authorization to the Landlord to waive the Tenant's right to a trial by jury.
  - g) *Waiver of Right to Appeal Court Decision*. Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
  - h) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit*. Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

## H. VIOLENCE AGAINST WOMEN ACT (VAWA) REQUIREMENTS

1. VAWA requirements at [24 CFR § 92.359](#) must be met during the entire period of affordability.
  - a) *Notification requirements.* The Developer and Project Owner must provide notice and certification forms to housing applicants and tenants, whether approved or denied housing assistance.
  - b) *Bifurcation of lease requirements.* If a family living in a HOME-assisted rental unit separates under [24 CFR 5.2009\(a\)](#), the remaining tenant(s) may remain in the HOME-assisted unit.
  - c) *Development of VAWA lease or lease addendum.* The Developer and Project Owner must develop a VAWA lease term / addendum to incorporate all requirements that apply to the owner or lease under [24 CFR part 5, Subpart L](#), including the prohibited bases for eviction and restrictions on construing lease terms under [24 CFR 5.2005\(b\)](#) and [\(c\)](#). This VAWA lease term / addendum must also provide that the tenant may terminate the lease without penalty if the participating jurisdiction determines that the tenant has met the conditions for an emergency transfer under [24 CFR 5.2005\(e\)](#).
  - d) *Emergency transfer plan.* The Developer and Project Owner must develop and implement an emergency transfer plan and must make the determination of whether a tenant qualifies under the plan. The plan must meet the requirements in [24 CFR 5.2005\(e\)](#).

For the purposes of [§ 5.2005\(e\)\(7\)](#), the required policies must specify that for tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the participating jurisdiction must provide a list of properties in the jurisdiction that include HOME-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-assisted units. In addition, the participating jurisdiction may:

- (1) Establish a preference under the participating jurisdiction's HOME program for tenants who qualify for emergency transfers under [24 CFR 5.2005\(e\)](#); Provide HOME tenant-based rental assistance to tenants who qualify for emergency transfers under [24 CFR 5.2005\(e\)](#); or
- (2) Coordinate with victim service providers and advocates to develop the emergency transfer plan, make referrals, and facilitate emergency transfers to safe and available units.

## VI. ADDITIONAL REQUIREMENTS

### A. PERSONNEL

The Developer and Project Owner represent that it has or shall secure all personnel required in performing the services under this Agreement. All of the services required hereunder shall be performed by the Developer and Project Owner, or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be eligible under the law to perform such services.

Where the State or local public jurisdictions require licensure for the provision of services provided hereunder, the Developer and Project Owner and any subcontractors shall be properly licensed.

### B. ENFORCEMENT OF THE AGREEMENT AND VENUE

1. The affordability requirements in [CFR 24 92.252](#) for rental housing shall be enforced by recorded deed restriction agreement.
2. Any issues relating to non-compliance will be managed in accordance with a progression of severity for non-responsiveness and continued non-compliance. This progression includes verbal guidance, guidance delivered via email, guidance delivered by mail,

informal meetings to resolve non-compliance issues, withholding currently allocated and committed funding for reimbursements, mandatory meetings to resolve non-compliance issues, notifications of non-compliance via certified mail, determination of ineligibility for future City funding, and termination of current Agreements due to non-compliance.

3. This Agreement will be construed and enforced in accordance with the laws of the State of Montana. In the event of litigation concerning it, the venue is in the District Court of the Thirteenth Judicial District Court in Yellowstone County, Montana.

#### **C. SURVIVAL OF CERTAIN CONTRACT TERMS**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and attachments hereto that may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable by the City as provided herein in the event of such failure to perform or comply by the Developer and Project Owner or its subcontractors.

#### **D. LIAISONS, NOTICE, ROLES AND PROGRESS REPORTING**

1. Jordan Langton, Program Coordinator, is the City's liaison with the Developer and Project Owner. The City's liaison is responsible for balancing the need for public subsidy to make the project viable while safeguarding federal investments to ensure regulatory compliance during construction, lease-up, and throughout the entire period of affordability.
2. Karissa Trujillo is the Developer's liaison and Patti Webster is the Project Owner's liaison with the City and is responsible for communicating compliance with regulations throughout construction, lease-up, and throughout the entire period of affordability.
  - a) The Developer and Project Owner are independent and they are not agents or employees of the City, and have no authorization, expressed, implied, or apparent, to bind the City to any Agreements, settlements, liability, or understanding except as expressly set forth herein.
  - b) Notice will be sufficient if given in writing and emailed and/or mailed to the parties' liaison at the addresses described herein. If liaisons change in the future, the City and Developer and Project Owner will provide notification 30 days prior to the change.
  - c) The Developer and Project Owner will promptly submit status reports on project progress at the request of, and in the format prescribed by, the City of Billings. During the development phase of this project, the Developer and Project Owner will submit reports on project progress **quarterly** to the City's liaison as stipulated herein.

#### **E. OWNERSHIP AND PUBLICATION OF MATERIALS**

All reports, information, data, and other materials related to the project and prepared by any subcontractor pursuant to this Agreement are to be the property of the Developer, Project Owner, and the City, which each have the nonexclusive and unrestricted authority to release, publish or otherwise use in whole or in part, information relating to it. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written permission of the City and the Developer and Project Owner.

#### **F. ACCESS TO RECORDS**

1. The Developer and Project Owner will supply to the City copies of all current records, including, but not limited to: contracts; approved invoices and lien releases; project budgets; cash flow statements; annual audits; and any and all financial records which impact the performance of the Developer and Project Owner under the terms of this written Agreement.
2. The Developer and Project Owner may, at the City's discretion, be considered in breach of this Agreement by failing to provide any or all requested documentation in a timely manner. Failure to provide timely access to records is grounds for termination of this Agreement and non-reimbursement for expenditures.

3. The City will retain records of the Developer and Project Owner's performance under this Agreement and will allow access to these records at any time during normal business hours by the Developer, Project Owner, HUD, and the Comptroller General. These records will be kept at the current Community Development Office, 316 North 26<sup>th</sup> Street, Billings, Montana.

#### **G. REQUIRED PROJECT RECORDS**

Upon completion of the project's predevelopment, the Developer and Project Owner will submit to the City the following project predevelopment records:

1. Property acquisition records, including, but not limited to:
  - a) Property Appraisal
  - b) Title Report
  - c) Site Control Status
  - d) Property Survey
  - e) Soils Report
  - f) Engineer's Report
  - g) Environmental Reports

Upon completion of the project's predevelopment, the Developer and Project Owner will submit to the City the following project predevelopment records:

2. Property construction / rehabilitation records including, but not limited to:
  - a) Documentation that the project meets applicable property standards for HOME rehabilitation activities and/or new construction.
  - b) Documentation that the rents charged in each HOME-assisted unit conforms to HOME program requirements.
  - c) For each household renting a HOME-assisted unit, a copy of the rental application, income verification, and rental Agreement and subsequent annual income verifications.
  - d) An approved Affirmative Marketing Plan which complies with 24 CFR 92.351 for projects with five (5) or more HOME-assisted units.
  - e) Immediate written notification of any pending legal action which names the Developer and Project Owner and the real property assets covered under this Agreement.
  - f) Copies of invoices submitted for payment.
  - g) Verification of matching contributions.

#### **H. RECORDS RETENTION**

1. The records described above must be retained for a period of five (5) years after project closeout.
2. Records demonstrating compliance with project requirements that apply for the period of affordability must be retained for at least five (5) years after the conclusion of the required period of affordability (20 years).
3. If any litigation, claim negotiation, audit or other action has commenced before the expiration of the regular five-year period, the records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the regular period, whichever is later.
4. Access to the records described above and all other documentation relating to the program is governed by all applicable state and federal laws as they pertain to disclosure of information to the public and to the individual's right of privacy.

### **VII. AGREEMENT MODIFICATION AND ASSIGNABILITY**

- A. This Agreement contains the entire Agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party who are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written Agreement signed by all parties. Any written request to modify or amend Agreement will be reviewed by the City and the City will respond to the Developer and Project Owner in writing.
- B. All change orders to the approved scope must be submitted to the City for review and approved at the time the change is needed. If the City is unable to review the work at the time of the change, or the change order is held and submitted at the end of construction, the change order may not be approved.
- C. This Agreement does not imply any continuing commitment by the City of Billings beyond the termination date noted herein.
- D. The City, Developer and Project Owner accept responsibility for adherence to the terms of this Agreement by contractor, subcontractor or sub-recipient entities and by its agents, if any, to which it delegates authority to carry out portions hereof. For the purposes of this Agreement, legal actions pending (or in process) are considered a pending modification of the written Agreement and require a written notice to the City as soon as the written Agreement becomes part or party to a legal civil or criminal action.
- E. Modification or assignment of this Agreement without prior written notice to the City will be grounds for termination and loss of unexpended funds at the City's discretion. The City reserves the right to seek damages if the termination of this written Agreement results in the loss or repayment of funds by the City to HUD.

## VIII. INDEMNIFICATION

- A. The Developer and Project Owner waive any and all claims and recourse against the City, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Developer and Project Owner's or any contractor's, subcontractor's or sub-recipient's performance of this Agreement.
- B. Further, the Developer and Project Owner will indemnify, hold harmless, and defend the City, its officers, agents and employees against any and all losses, claims, demands, damages, costs, expenses, or liability arising out of the Developer and Project Owner's or any contractor's, subcontractor's or sub-recipient's performance of this Agreement or in any way arising or resulting from any intentional or negligent act on the part of the Developer, Project Owner or its agents or employees or which result in personal injury or real or personal property damage to any person or entity including the City. In the event that the City is named as a co-defendant in any action relating to activities to be performed by the Developer, Project Owner or City or sub-recipient under this Agreement, the Developer and Project Owner will immediately notify the City of such fact in writing.
- C. In addition, the City will indemnify, hold harmless, and defend the Developer, Project Owner, its officers, agents and employees against any and all losses, claims, demands, damages, costs, expenses, or liability arising out of the City's performance of this Agreement or in any way arising or resulting from any intentional or negligent act on the part of the City or its agents or employees or which result in personal injury or real or personal property damage to any person or entity including the Developer and Project Owner. In the event that the Developer and Project Owner are named as a co-defendants in any action relating to activities to be performed by the City, Developer or Project Owner under this Agreement, the City will immediately notify the Developer and Project Owner of such fact in writing.

## IX. AGREEMENT SUSPENSION, TERMINATION, AND REPAYMENT

This Agreement may be terminated as follows and is subject to the following provisions in accordance with [24 CFR 85](#) suspension or termination may occur if the Developer and Project Owner materially fails to comply with any term of the Agreement ([24 CFR 92.504\(C\)\(2\)\(ix\)](#)).

### A. CONTRACT SUSPENSION

If the Developer and Project Owner fails to comply with any contractual provision, the City may, after notice to the Developer and Project Owner, suspend the Agreement and withhold further payments to prohibit the Developer and Project Owner from incurring additional obligations of contractual funds or demand repayment of funds expended, pending corrective action by the City or a decision to terminate in accordance with provisions herein. The City may determine to allow such necessary and proper costs which the Developer and Project Owner could not reasonably avoid during the period of suspension, provided such costs were necessary and reasonable for the conduct of the project.

#### **B. TERMINATION DUE TO LOSS OF FUNDING**

1. The parties hereto expressly recognize that Developer and Project Owner are to be paid, reimbursed, or otherwise compensated with federal HOME funds provided to the City under the HUD HOME Agreement for the purpose of contracting for the services provided for herein or with program income; and therefore, the Developer and Project Owner expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by the City. In the event that such funds or any part thereof are not received by the City, the City may immediately terminate or amend this Agreement.

#### **C. TERMINATION FOR CAUSE**

1. If, through any cause, the Developer and Project Owner shall fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Developer and Project Owner shall violate any of the covenants, Agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Developer and Project Owner of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
2. It is understood that the Developer, Project Owner and City representatives shall enter into negotiations in an attempt to reach a solution mutually acceptable to both parties within ten (10) days of notification of termination, if the City shall so request in writing.
3. If no Agreement is reached by the City, Developer and Project Owner, then the matter will be referred to HUD for resolution. In any event, the City may terminate the Agreement to fund an activity without cause or recourse from the Developer, Project Owner, its agents or subcontractors.
4. Notwithstanding the above, the Developer and Project Owner shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of contract by the Developer and Project Owner, and the City may withhold any payment to the Developer or Project Owner for the purpose of setoff until such time as the exact amount of damages due to the City from the Developer and Project Owner is determined.

#### **D. RETURN OF MATERIAL**

In event of termination, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports and other material prepared by the Developer and Project Owner under this Agreement, shall, at the option of the City, become the City's property, and the City shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

#### **E. REMEDIES**

Where either party violates or breaches contract terms, the other party, in its discretion, may, in addition to terminating this Agreement, institute such administrative, contractual, legal or equitable remedies available as may be appropriate. In such event, the party found in violation of the Agreement shall pay the other party's costs and reasonable attorney's fees incurred thereby.

#### **F. REVERSION OF ASSETS**

Upon expiration of this Agreement, the Developer and Project Owner must transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

**G. REPAYMENT**

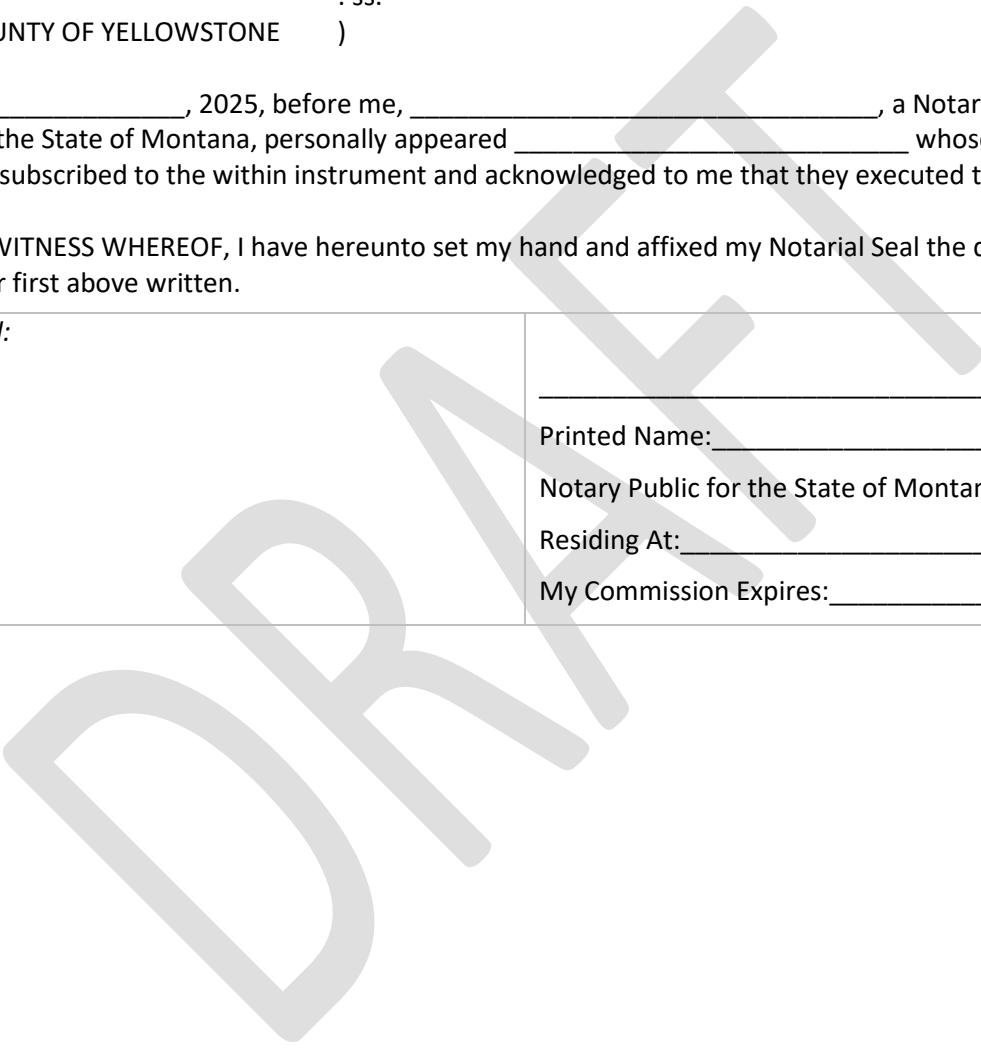
The Developer and Project Owner expressly agrees to repay to the City any funds paid on behalf of the Developer, Project Owner or its subcontractors that are expended in violation of the terms of this Agreement or the federal statutes and regulations governing the HOME program, or if for some reason the project is unable to move forward within the time frame set forth herein.

*[Signature and notary pages to follow]*

DRAFT

## X. SIGNATURES

|                                                                                                                                                                                                               |                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>For Homeword, Inc.</b>                                                                                                                                                                                     |                                                                                                                              |
| <b>Printed Name:</b>                                                                                                                                                                                          |                                                                                                                              |
| <b>Signature:</b>                                                                                                                                                                                             |                                                                                                                              |
| <b>Date:</b>                                                                                                                                                                                                  |                                                                                                                              |
| STATE OF MONTANA          )<br>: ss.<br>COUNTY OF YELLOWSTONE    )                                                                                                                                            |                                                                                                                              |
| On _____, 2025, before me, _____, a Notary Public for the State of Montana, personally appeared _____ whose names are subscribed to the within instrument and acknowledged to me that they executed the same. |                                                                                                                              |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.                                                                                            |                                                                                                                              |
| <i>Seal:</i>                                                                                                                                                                                                  | _____<br>Printed Name: _____<br>Notary Public for the State of Montana<br>Residing At: _____<br>My Commission Expires: _____ |



**For HAB Development, Inc.**

**Printed Name:**

**Signature:**

**Date:**

STATE OF MONTANA            )  
                                               : ss.  
COUNTY OF YELLOWSTONE    )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_ whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

*Seal:*

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing At: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**DRAFT**

**For City of Billings**

**Printed Name:**

William A. Cole, Mayor, City of Billings

**Signature:**

**Date:**

STATE OF MONTANA )  
 : ss.  
 COUNTY OF YELLOWSTONE )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, a Notary Public for the State of Montana, personally appeared WILLIAM A. COLE, known to me to be the Mayor of the City of Billings, and whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

*Seal:*

\_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Notary Public for the State of Montana  
 Residing At: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

Attestation:

\_\_\_\_\_  
 City Clerk, Denise Bohlman

Approved as to form:

\_\_\_\_\_  
 City Attorney's Office

Please return to:  
City of Billings  
Community Development Division  
P.O. Box 1178  
Billings, MT 59103

## DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the "Agreement") is made \_\_\_\_\_, 2025, by HomeFront 4 LBL LG LLC, a Montana limited liability corporation, whose mailing address is 2415 1<sup>st</sup> Avenue N., Billings, Montana 59101 ("Declarant").

### RECITALS

A. Declarant owns certain real property located at Sioux Lane, Billings, MT 59105, and more particularly described as follows (the "Property"):

*WHITETAIL SQUARE SUB (10), S22, T01 N, R26 E, BLOCK 1, Lot PARK, PRIVATE PARK comprised of 1.348 AC and adjacent parcel on Sioux Lane, Billings MT 59105 legally described as WHITETAIL SQUARE SUB (10), S22, T01 N, R26 E, BLOCK 1, Lot 1 comprised of 3.014 AC, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3792983.*

B. It is the intent of the Declarant to meet the conditions of the Affordable Housing Development Agreement, dated as of [\_\_\_\_\_], by and among the City of Billings, Montana (the "City"), and Declarant, in relation to the development of the Property; and

C. As a condition of approval for the Site Plan of the development of approximately 101 residential housing units on the Property, (the "Project"), the City requires the Declarant to record a covenant running with the land pursuant to the terms of the Affordable Housing Development Agreement; and

D. To satisfy the requirement of the Affordable Housing Development Agreement, the Declarant desires to place beneficial covenants and restrictions upon the Property for the use and benefit of Declarant and for the use, benefit, and protection of the future owners thereof and the City.

**NOW, THEREFORE**, Declarant hereby declares:

**1. Recitals Incorporated.** The above recitals are hereby incorporated into this agreement.

**2. Provision of Income Restricted Housing.**

a. Declarant agrees that rents for all Qualifying Units will not exceed the allowable HOME Investment Partnership Program, [42 USC Chapter 130](#), ("HOME") rents during the entire twenty (20) year period of affordability. In projects with five (5) or more HOME-assisted units, 20 percent (20%) of the HOME-assisted units must comply with the HOME low rents and occupied by households with an area median income ("AMI") less than fifty percent (50%). The remaining units can be rented at the high HOME rental limit. Limits are reported annually for single persons and households of various sizes by the United States Department of Housing and Urban Development (HUD), or by any successor United States Government department, agency, or instrumentality, for the Primary Metropolitan Statistical Area which includes the City.

b. A "Qualifying Unit" means a unit that:

(i) is rented to either a Low-Income Family or Very Low-Income Family; and

(ii) is used in complying with the Very Low-Income and Low-Income occupancy requirements of [24 CFR § 92.252](#).

c. The Declarant will make continuously available for occupancy by Low-Income Families as Qualifying Units six (6) units, which will be floating and consist of two-bedroom units available for occupancy by Very Low-Income Families.

d. "Low-Income Families" means families and individuals whose Annual Income do not exceed eighty percent (80%) of area median income in the area in which the Property is located, as determined by the Secretary of HUD.

e. "Very Low-Income Families" means families and individuals whose Annual Incomes do not exceed fifty percent (50%) of median income for the area in which the Property is located, as determined by the Secretary of HUD.

f. The rental of the Qualifying Units shall be administered by a third-party manager with experience in managing affordable housing units, or other person acceptable to the City.

g. The Qualifying Units will be operated as rental units. Throughout the term of this Declaration, the Qualifying Units must be affordable to households with income no greater than 80% of the AMI. All rental prices for the Qualifying Units must be based on the most recent affordability data available through the HUD's Affordability Data System for the City or similar affordability data available at the time of rental.

**3. Prohibition on Use as Short Term Rentals.** The Affordable Housing Units are prohibited from being used, rented, or made available as short-term rentals, which is a residential dwelling unit that is rented out for a period of 30 days or less. Leases must be for a period of a one-year period.

**4. Term.** This Declaration shall remain in place and be enforceable for a term of 20 years from the date hereof and shall inure to the benefit of Declarant, each owner of Property, the City, and their respective legal representatives, heirs, successors, or assigns, subject to the right of amendment provided herein.

**5. Amendment.** This Declaration may not be amended without the prior written consent of the City of Billings. Any amendment shall become effective only upon the filing of such amendment in the records of the Clerk and Recorder of Yellowstone County, Montana.

**6. Enforcement.** The Declarant, the City, or any owner of real property within the Property may take action to enforce the provisions of this Declaration. Enforcement may be by injunction, declaratory judgment, action for damages, or any other legal claims, all of which shall be cumulative and non-exclusive. The prevailing party in any action shall be entitled to recover, in addition to other damages, its reasonable litigation expenses, including attorney's fees, as may be awarded in the judgment of the court.

**7. Covenants to Run with the Land.** The Declarant intends that the terms of this Declaration shall run with the land and shall continue in effect with respect to the entire Property notwithstanding any partition or division of the Property.

**8. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**9. Choice of Law and Venue.** This Declaration of Covenants, Conditions, and Restrictions shall be governed by the laws of Montana and venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County..

*[Signature and notary pages to follow]*

DRAFT

IN WITNESS WHEREOF the DECLARANT has signed this instrument and arranged for its recordation in the real property records of Yellowstone County, Montana.

HomeFront 4 LBL LC LLLP,  
a Montana limited liability limited partnership

By: HomeFront 4 LBL LG LLC  
a Montana limited liability limited company

By: HAB Development, Inc.,  
a Montana nonprofit corporation,

By: \_\_\_\_\_  
Patti Webster, Chief Executive Officer / Executive Director

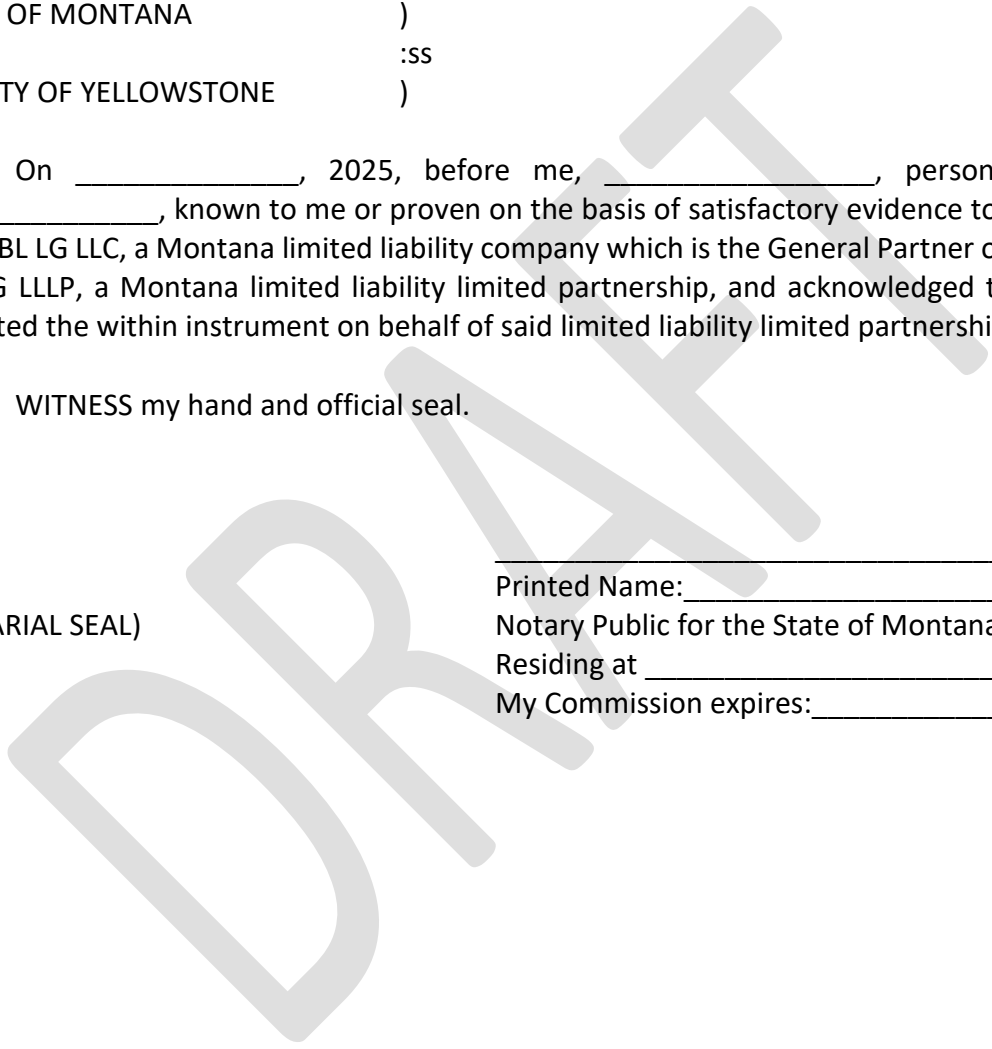
STATE OF MONTANA                    )  
                                                  :SS  
COUNTY OF YELLOWSTONE        )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me or proven on the basis of satisfactory evidence to be the CEO of HF 4 LBL LG LLC, a Montana limited liability company which is the General Partner of HomeFront 4 LBL LG LLLP, a Montana limited liability limited partnership, and acknowledged to me that she executed the within instrument on behalf of said limited liability limited partnership.

WITNESS my hand and official seal.

(NOTARIAL SEAL)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



Acknowledged by:

CITY OF BILLINGS

By: \_\_\_\_\_  
William A. Cole, Mayor

ATTEST:

\_\_\_\_\_  
Denise Bohlman, City Clerk

STATE OF MONTANA        )  
                                          :SS  
COUNTY OF YELLOWSTONE )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, this instrument was signed or acknowledged by William A. Cole and Denise Bohlman, acting in the capacities of Mayor and City Clerk, respectively, of the City of Billings, Montana.

(NOTARIAL SEAL)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

DRAFT

Please return to:  
City of Billings  
Community Development Division  
P.O. Box 1178  
Billings, MT 59103

## DEED RESTRICTION AGREEMENT

This DEED RESTRICTION AGREEMENT (this "Agreement") is dated as of \_\_\_\_\_, 2025, by and between HOMEFRONT 4 LBL LG LLC (the "Project Owner") and the CITY OF BILLINGS, MONTANA, P.O. Box 1178, Montana 59103 (the "City"). The Project Owner and the City are each individually referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, the Project Owner desires to work with the City and build affordable housing on property owned by the Project Owner in the City of Billings, Yellowstone County, Montana, commonly known as LB Lofts, Sioux Lane, Billings, Montana 59105 and legally described as:

*WHITETAIL SQUARE SUB (10), S22, T01 N, R26 E, BLOCK 1, Lot PARK, PRIVATE PARK comprised of 1.348 AC and adjacent parcel on Sioux Lane, Billings MT 59105 legally described as WHITETAIL SQUARE SUB (10), S22, T01 N, R26 E, BLOCK 1, Lot 1 comprised of 3.014 AC, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3792983.*

(referred to herein as the "Property");

WHEREAS, in July 2023, the City entered into a HOME Investment Partnership Program ("HOME") Agreement with the United States Department of Housing and Urban Development (HUD) whereby the City will receive and administer these funds for activities and projects in compliance with the HOME Investment Partnerships Act;

WHEREAS, Project Owner submitted an Affordable Housing Application, attached as Exhibit A, to the City to receive \$1,400,000 of HOME funds to assist with the new construction of an affordable housing project on the Property to construct one hundred and one (101) affordable rental two-bedroom units. Of these one hundred and one (101) units, a total of six (6) of these units will be designated city HOME-assisted units. All HOME units will be floating HOME units. Each of the six (6) City HOME-assisted units will be rented to an income qualified tenant who is at or below the 60% area median income as determined by HUD's annual income limits. The project as described in this paragraph shall be referred to herein as the "Project";

WHEREAS, the Project will provide affordable housing for at least twenty (20) years because as a condition to receiving HOME funds, the Project Owner will record Affordable Housing Covenants (as defined herein) against the Property; and

WHEREAS, the Parties desire to enter into this Agreement which sets forth the obligations and commitments of the Parties with respect to the Project, including that the performance and administration of this Agreement and the Project shall be subject to the applicable provisions of the City's HOME Agreement with HUD.

NOW, THEREFORE, the City and the Project Owner, each in consideration of the representations, covenants, and agreements of the other, as set forth herein, mutually represent, covenant, and agree as follows:

### **Section 1. Rules of Interpretation and Exhibits.**

#### **1.1 Rules of Interpretation.**

(a) The words “herein,” “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any of its particular sections or subdivisions.

(b) References to any particular section or subdivision hereof are to the section or subdivision of this Agreement in its original signed form, unless otherwise indicated.

(c) The word “or” is not exclusive but is intended to contemplate or encompass one, more, or all of the alternatives conjoined.

(d) When a statute, rule, law, ordinance, or any other requirement or regulation is cited herein, the reference includes any amendment or modification to such statute, rule, law, ordinance, or any other requirement or regulation that may occur in the future.

1.2 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: Affordable Housing Application

Exhibit B: Proof of Land Ownership and Land Donation

Exhibit C: City’s HOME Agreement with HUD

Exhibit D: Declaration of Restrictive Covenants

## **Section 2. Representations.**

2.1. City Representations. The City hereby represents as follows:

(a) The City has received funding approval from HUD pursuant to the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and has executed a HOME Investment Partnership Agreement with HUD on July 5, 2023, which will allow the City to administer funds for activities and projects in compliance with the HOME Investments Partnerships Act.

(b) Environmental Review Record has been completed and HUD has authorized the use of HOME funds for the development of the Project.

(c) Prior to this HOME funding commitment, the City has certified completion of the following: subsidy layering and underwriting analysis; assessment of the current market demand in the neighborhood; assessment of the experience and financial capacity of the Project Owner; and confirmation of firm written financial commitments to the Project.

2.2. Project Owner Representations. The Project Owner hereby represents as follows:

(a) The Project Owner is a limited liability limited partnership, duly formed, validly existing and in good standing, and is duly qualified to do business in the State of Montana. The Project Owner has the power to enter into this Agreement and by all necessary corporate action has duly authorized the execution and delivery of this Agreement.

(b) The Project Owner has a good marketable title to the Property, free and clear of all liens, encumbrances, and defects except such as do not materially affect the value of the Property or materially interfere with the use made and proposed to be made of the Property by the Project Owner.

(c) The Project Owner has the financial capability and/or commitments to complete the Project.

(d) The Project Owner is not aware of any facts in existence of which would cause the Project Owner to be in violation in any material respect of any Environmental Laws and Regulations applicable to the Project or any infrastructure improvements. The Project Owner has not received from any local, state, or federal official any notice or communication indicating that the activities of the Project Owner have been, may be, or will be in violation of any Environmental Laws and Regulations applicable to the Project or any infrastructure improvements.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof is prohibited or limited by, conflicts with, or results in a breach of the

terms, conditions, or provisions of the certificate of formation, partnership agreement, or operating agreement of the Project Owner or any evidence of indebtedness, agreement or instrument of whatever nature to which the Project Owner is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) There is no action, suit, investigation, or proceeding now pending or, to the knowledge of the Project Owner, threatened against or affecting the Project Owner or its business, operations, properties, or condition (financial or otherwise) before or by any governmental department, commission, board, authority or agency, or any court, arbitrator, mediator or grand jury, that could, individually or in the aggregate, materially and adversely affect the ability of the Project Owner to complete the Project.

(g) The Project Owner acknowledges and agrees that the HOME funds received by Project Owner are subject to the terms and conditions of the City's HOME Agreement with HUD as set forth in Exhibit C, and Project Owner agrees to comply with those terms and conditions including, but not limited to, the following:

- 1) [Housing and Community Development Act of 1974](#)
- 2) Uniform Relocation Act at [24 CFR Part 42](#);
- 3) HUD regulations at [24 CFR Part 92](#);
- 4) Funds received for affordable housing under this Agreement are repayable when the housing no longer qualifies as affordable housing and repayment shall be made as specified in 24 CFR Part 92.
- 5) Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Super / Omni Circular codified at [2 CFR Part 200](#);
- 6) Uniform Relocation Act which provides fair and equitable treatment of persons whose real property is acquired in [Title 24, Subtitle A, Part 42 and Section 104\(d\)](#);
- 7) Civil Rights and Fair Housing, Employment and Contracting Opportunity requirements at [24 CFR 570.601](#), [570.602](#), and [570.607](#), and [Executive Order 11246](#). Project Owners shall comply with the Fair Housing Act, HUD regulations, and the [Montana Human Rights Act](#) prohibiting employment, contracting, and beneficiary discrimination based on disability, race, religious affiliation, sex, sexual orientation, gender identity, familial status, pregnancy, national origin, marital status, creed, and age;
- 8) Construction and accessibility standards referenced in [Section 504 of the Rehabilitation Act of 1973](#), [Americans with Disabilities Act](#), and Architectural Barriers Act at [24 CFR Part 8](#);
- 9) [Copeland "Anti-kickback" Act at U.S.C. 3145](#), which prohibits a federal building contractor or subcontractor from inducing an employee into giving up any part of the compensation that they are entitled to under the terms of their employment contract;
- 10) Contract Work Hours and Safety Standards Act at [40 USC 3701](#);
- 11) Requirements on the Environmental Review Record in reference to Contamination and Toxic Substances 24 CFR Part 50.3(i) and [58.5\(i\)\(2\)](#), including radon testing and mitigation response. In addition, it is reviewed as a worker safety hazard relative to land development. The Project Owner is required to assess the property for radon exposure to protect workers during construction and residents post construction;
- 12) The Project Owner will comply with the Violence Against Women Act (VAWA) requirements at [24 CFR § 92.359](#) to provide housing protections for people applying for or living in units subsidized by the federal government and who have experienced domestic violence, dating violence, sexual assault, or stalking, to help keep them safe and reduce their likelihood of experiencing

homelessness. The City’s reference herein to [HUD forms](#) 5380, 5381, 5382, and 5383 serve as official notice and certification forms to the Project Owner.

**Section 3. Project Owner Undertakings.**

(a) Construction and Maintenance of Project. The Project Owner hereby agrees and commits to the City that it will diligently prosecute to completion the construction of the Project in accordance with this Agreement, the site plan submitted to the City and all applicable federal, State, and local laws, rules, regulations, ordinances, and plans relating to or governing the development or use of the Project, including applicable Land Use Regulations and Environmental Laws and Regulations. The Project Owner agrees and commits to the City that construction shall be completed in accordance with the Project Schedule in Section 3.5.

3.1. Project Budget and Expenditure Deadlines.

(a) The total estimated costs of the Project include:

|                               |                     |
|-------------------------------|---------------------|
| NWMT Capital Magnet Loan      | \$2,450,000         |
| Glacier Bank Tax Exempt Loan  | \$7,500,000         |
| HC Equity Non-Competitive     | \$12,222,427        |
| City of Billings HOME Funds   | \$1,400,000         |
| City of Billings CDBG Funds   | \$145,000           |
| <u>Deferred Developer Fee</u> | <u>\$1,357,169</u>  |
| <b>Total Sources:</b>         | <b>\$25,074,596</b> |

| <i>HOME Fiscal Year Funding Origin</i> | <i>Award Amount</i> | <i>Expenditure Deadline</i>                                                                                                                                     |
|----------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FY21-22                                | \$329,746           | Funds must be expended within <b>four (4) years</b> of the date funds are committed as reflected by the date of the last signature on the Development Agreement |
| FY22-23                                | \$339,477           | Funds must be expended within <b>four (4) years</b> of the date funds are committed as reflected by the date of the last signature on the Development Agreement |
| FY23-24                                | \$329,506           | Funds must be expended within <b>four (4) years</b> of the date funds are committed as reflected by the date of the last signature on the Development Agreement |
| FY24-25                                | \$138,771           | Funds must be expended within <b>four (4) years</b> of the date funds are committed as reflected by the date of the last signature on the Development Agreement |
| FY25-26                                | \$262,500           | Funds must be expended within <b>four (4) years</b> of the date funds are committed as reflected by the date of the last signature on the Development Agreement |
| <b>Total</b>                           | <b>\$1,400,000</b>  |                                                                                                                                                                 |

(b) The Project Owner may not modify the finalized budget without having requested and received the City’s written approval of the adjustment which shall not be unreasonably withheld. Modifications to the budget without City approval will be considered a violation of the contract and are grounds for termination at any point without consideration for performance or compensation.

(c) The Project Owner has the financial capacity to complete the Project, and the Project Owner agrees to pay all costs thereof. If there is an increase in the costs of the Project from that shown herein, the Project Owner shall notify the City of the increase and submit

additional evidence in a form acceptable to the City that the Project Owner has the financial capacity to cover such additional costs and complete the Project.

(d) At all times during the term of this Agreement, the Project Owner will operate and maintain, preserve, and keep the Project or cause the Project to be operated, maintained, preserved, and kept for the purposes for which it was constructed, and with the appurtenances and every part and parcel thereof, in good repair and condition. The Project Owner agrees to permit the City and any of its officers, employees or agents access to the Project for the purpose of inspection of all work being performed in connection with the Project; provided, however, that the City shall have no obligation to inspect such work.

(e) The Project Owner is required to adhere to the current HOME maximum per-unit subsidy limits as established by HUD.

(f) The total HOME funding allocated to the project will be repaid to the City by the Project Owner if the Project Owner fails to comply with federal, state, or local requirements for the use of HOME funds, construction, or rental to income-eligible households.

(g) The Project Owner will submit a HOME Match Funds report when units are completed as determined by the Certificate of Occupancy issued by the City.

3.2. Subsidy Layering Review. The Project Owner will ensure compliance with subsidy layering review requirements, including the provision of the following, updated documents as soon as they become available:

- (a) Certification of Federal Assistance
- (b) Sources and Uses Budget
- (c) Development Budget
- (d) Operating Budget, including Pro-Forma for a period of operation equal to the duration of the established period of affordability.

Should the project involve the use of low-income housing tax credits (LIHTC), the Project Owner will provide the City a copy of the LIHTC subsidy layering review for the project file as soon as the review is completed.

3.3. Preparation, Review and Approval of Construction Plans. In connection with the Project, the Project Owner, at its sole expense, shall prepare and submit construction plans, drawings, and related documents for each portion of the Project to the appropriate City officials for architectural, engineering or land use review and written approval or permits. The Project Owner acknowledges that no review or approval by City officials hereunder may be in any way construed by the Project Owner to replace, override or be in lieu of any required review, inspection, or approval by the City Planning Division, or any other building construction official review or approvals required by any federal, State, or local laws or ordinances or regulations, including any HUD regulations or requirements applicable to this Project. Nothing contained in this Agreement indicates or evidences that the City has approved or will approve the Project or any portion thereof. This Agreement does not affect or limit the City's regulatory powers with regard to the Project, including, without limitation, those relating to building permits or other permits or the payment of fees. As further described in Section 6.1, the City shall have no liability and the Project Owner shall hold the City harmless with respect to any increases in costs of the Project related to or arising out of delays resulting from the City's regulatory actions or approvals.

3.4. Construction of the Infrastructure Improvements. The Project Owner shall acquire, install, construct, or otherwise provide any infrastructure improvements necessary for the development of the Project. The Project Owner acknowledges and agrees that the City is not responsible for acquiring, installing, constructing, or otherwise providing the infrastructure improvements.

3.5. Project Schedule. The Project Owner commenced Project planning prior to the date of the application for HOME funds to the City. Project Owner will complete all work required by this Agreement in accordance with the following timetable:

| <b>Milestone</b> | <b>Start By</b> | <b>Complete By</b> |
|------------------|-----------------|--------------------|
|------------------|-----------------|--------------------|

|                                                                                                 |                          |                                                          |
|-------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------------|
| Construction<br><i>Must begin 12 months following commitment of funds via written Agreement</i> | October 2026 tentatively | N/A                                                      |
| <b>Milestone</b>                                                                                | <b>Start By</b>          | <b>Complete By</b>                                       |
| Project Completion<br><i>Must be completed within four years of written Agreement date</i>      | N/A                      | Certificate of Occupancy issued by October 2029          |
| Units leased to income qualified tenants                                                        | N/A                      | Nine (9) months post the date of construction completion |

The Project Owner must communicate any anticipated or proposed changes to this schedule to the City in writing as soon as they are known for review and approval by the City. The City may, in its sole discretion, (i) determine whether such change is appropriate and, if so, fix a new and superseding milestone date and also adjust other subsequent milestone dates, along with any other terms or conditions, or (ii) terminate this Agreement, in which case the City will have no obligation to reimburse the Project Owner hereunder. If this Agreement is terminated as described in this Section 3.5 and the Project Owner has not received any reimbursement but has recorded the Affordable Housing Covenants described in Section 3.12, upon request of the Project Owner, the City agrees to cooperate with the Project Owner to remove the Affordable Housing Covenants from the Property.

3.6. Prevailing Wage Rates; Competitive Bidding. The Project Owner understands that the City is obligated to follow certain laws with respect to the expenditure of public funds, which includes HOME funds. The Project Owner agrees to comply with laws that govern City contracting obligations, including public procurement laws, such as, without limitation, laws and rules regarding prevailing wage and solicitation of work on a competitive basis. HOME-funded projects with a total number of residential units of 12 or more must comply with Davis-Bacon Act regarding prevailing wage rates and other regulations.

Without limitation of the foregoing, the Project Owner agrees that in the awarding of contracts for this Project (i) it will, and it will cause its contractor to, publicly bid competitively contracts for each component of the Project, and (ii) through its contract with its contractor, it will, in addition to the requirements of Sections 3.10 and 3.11, require its contractor to, pay the Prevailing Wage Rates on such contracts related to the Project. The Project Owner will provide to the City all documentation requested to verify the compliance of the Project Owner and its contractor with the foregoing requirements. Failure of the Project Owner or its contractor to bid competitively contracts for each component of the Project or to require contracts entered into directly with contractors or sub-contractors to include provisions requiring the contractor or sub-contractor to pay the Prevailing Wage Rates on the work related to the Project will be considered a breach of this Agreement and the City will be entitled, at its discretion and without obligation, to exercise any and all measures to assure compliance and retroactive compensation plus interest to workers not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State attributed to any failure to pay the Prevailing Wage Rates. Additionally, the Project Owner acknowledges that a violation of these requirements may, in the City's sole discretion, cause the Project to be ineligible for reimbursement with HOME funds, in which case the City will have no obligation to reimburse or pay the Project Owner hereunder.

3.7. Utilities. The Project Owner shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility company involved. The Project Owner at its own expense shall replace any public facilities or utilities damaged during the Project by the Project Owner or its agents or by others acting on behalf of or under their direction or control of the Project Owner.

3.8. Permits and Compliance with Laws. The Project Owner will obtain, in a timely manner, all required permits, licenses and approvals, and will meet all requirements of all local, state, and federal laws, rules and regulations which must be obtained or met in connection with the acquisition and construction of the Project, including any additional regulations of the HOME Investment Partnerships Act and HUD. Without limiting the foregoing, the Project Owner will request and seek to obtain from the City or other appropriate governmental authority all necessary land use, zoning, and building permits. The Project Owner will comply in all material respects with all Environmental Laws and Regulations applicable to the construction, acquisition, and operation of the Project, will obtain any and all necessary environmental reviews, licenses or clearances under, and will comply in all material respects with, Environmental Laws and Regulations. In addition, the Project Owner shall comply fully with all applicable state and federal laws, regulations, and municipal ordinances related to worker safety including but not limited to the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the [Montana Safety Act in Title 50, Chapter 71, MCA](#), all applicable City, County, and State building and electrical codes, and the Americans with Disabilities Act.

3.9. Easements. To the extent that any infrastructure improvements are to be located on the Property, the Project Owner hereby agrees to grant to the City and applicable utility companies from time to time such easements, rights-of-way and similar licenses in a form required by the City and as are reasonably necessary to permit the City to own, operate and maintain the infrastructure improvements.

3.10. Nondiscrimination and Equal Pay Requirement. The Project Owner shall 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](#). The Project Owner 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 the Project Owner subjects subcontractors to the same provisions. In accordance with [49-3-207, MCA](#), and [Executive Order No. 04-2016](#). The Project Owner agrees that the hiring of persons to perform under this Agreement 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, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons in performance of this Agreement.

3.11. Worker's Compensation Insurance. The Project Owner shall provide in its construction contracts related to the Project with all its respective contractors and subcontractors that such contractors are to be covered by a Worker's Compensation insurance program with the State, a private insurance carrier, an approved self-insurance plan in accordance with State law or a current, verifiable exemption.

3.12. Affordable Housing Covenants as defined by the Declaration of Restrictive Covenants attached hereto as Exhibit D. The Project Owner's covenants described in this Section 3.12 are referred to herein as the "Affordable Housing Covenants."

(a) The Project Owner agrees that, as a condition to receiving any reimbursement under this Agreement, the Project Owner will file a restrictive covenant on the Property, providing that any development on the Property will include a minimum of 101 housing units (the "Restricted Units"), which will be restricted for a period not less than 20 years for use as housing affordable to households with incomes  $\leq 80\%$  area median income ("AMI") as determined by HUD annually. As a condition to reimbursement hereunder, the Project Owner shall record the Affordable Housing Covenants, substantially in the form attached hereto as Exhibit D against the Property.

(b) The Affordable Housing Covenants must (i) run with the land, (ii) bind, for a period not less than 20 years from the date of issuance of a certificate of occupancy with respect to the Restricted Units, the Restricted Units to be affordable to 60% AMI households, as rental units with rental prices that do not exceed the HOME rent limits determined annually

and (iii) provide that a third-party or government entity with experience in managing affordable housing units must manage the rental of the Restricted Units.

In addition, the Affordable Housing Covenants will provide that the Restricted Units are prohibited from being used, rented, or made available as short-term rentals, which is a residential dwelling unit that is rented out for a period of 30 days or less. The affordability requirements in the Affordable Housing Covenants will be determined by the current HOME limits, tied to AMI, and pursuant to the Affordable Housing Covenants permissible rental prices of the Restricted Units will be based on the most recent affordability data available through the Department of Housing and Urban Development.

(c) Project Owner acknowledges and agrees that the Affordable Housing Covenants are fundamental to the City's agreements hereunder. The Parties acknowledge that, as development proceeds at the Property, it may be necessary or desirable to record other instruments to implement the Affordable Housing Covenants and provide for the affordability of the Restricted Units, either in addition to or in replacement of the Affordable Housing Covenants to be recorded as a condition to reimbursement of the Project Owner under this Agreement, and the Parties agree to cooperate with respect to recording such other instruments if necessary or desirable.

(d) Affordability requirements for the HOME program will be met, including regulations outlined for the affordability of rental housing units as per [24 CFR 92.252](#).

(e) The Project Owner expressly agrees to repay the City all funds paid on behalf of the Project Owner or its subcontractors if the housing constructed does not meet the affordability requirements for the specified period of affordability (24 CFR 92.504(c)(3)(ii)).

**Section 4. City Undertakings.** Subject to satisfaction of all conditions herein, the City agrees to reimburse the Project Owner in an amount not to exceed \$1,200,000 for eligible project costs.

**Section 5. Reimbursement for the Eligible Costs.** The City's obligation to make periodic or final payment to the Project Owner shall be subject to the following conditions and in accordance with the following procedures:

(a) City's receipt of HOME funds is sufficient to make such payment. Final reimbursement will be made only when the Project Owner is in full compliance with this Agreement.

(b) Payment is made on a reimbursement basis of actual and proper expenditures and shall be made in accordance with this Agreement between City and Project Owner. The Project Owner may only request disbursement of funds when funds are needed for payment of eligible costs, and the amount of the disbursement request must be limited to the amount needed.

(c) The City shall only reimburse HOME-eligible expenses following on-site inspection for construction compliance.

(d) At the time of the Project Owner's request for reimbursement (i) all of the Project Owner's representations as set forth in Section 2.2 must be true and correct, (ii) the Project Owner must not be in breach of any covenant or undertaking set forth in Section 3, and (iii) there must be adequate HOME funds available.

(e) The City may withhold any payment if the Project Owner has failed to comply with program objectives, contractual terms, or reporting requirements. The City may withhold payment of the final five percent (5%) of the total award amount until the Project Owner has submitted, and the City has accepted, all required financial and performance report information required pursuant to either the Project or City requirements. The following documentation must be submitted for payment requests:

- 1) Completed Request for Reimbursement and Progress Report form.
- 2) Invoices, receipts, purchase orders, and/or contracts pertaining to the specific request for disbursement.

(f) The Project Owner must provide evidence satisfactory to the City that the Affordable Housing Covenants have been recorded with the Yellowstone County Clerk and

Recorder's Office and have not been modified, amended, or rescinded other than with the prior written consent of the City. If residential development is proceeding or has occurred at the Property and does not comply with the Affordable Housing Covenants, this Agreement shall terminate and the Project Owner shall not be eligible for additional reimbursement and Project Owner will be subject to the repayment terms as specified in [24 CFR Part 92](#).

(g) The infrastructure improvements shall have been completed in their entirety and the City shall have delivered to the Project Owner written acceptance of the infrastructure improvements (which may be in the form of a certificate of completion or such other format as required by the City). The Project Owner must demonstrate to the City's satisfaction, by a title report or other means acceptable to the City, that the infrastructure improvements are free of financial liens and any encumbrances affecting the infrastructure improvements must be acceptable to the City.

(h) If HOME funds are available and all terms and conditions have been satisfied, the City shall begin reimbursements to the Project Owner. Once the Project Owner receives HOME funds, the Affordable Housing Covenants shall remain in place for the full term set forth therein, regardless of whether any subsequent installments are paid to the Project Owner.

5.1. Failure to Satisfy Conditions. If any of the conditions described herein are not satisfied in the determination of the City, the City shall have no obligation to make any reimbursement and the City's determination to refrain from reimbursing, or its inability to reimburse, any of the eligible costs shall not be or result in a default of this Agreement.

## **Section 6. Indemnification and Insurance.**

6.1 Indemnification. The Project Owner releases the City and all City Council members, board members, officers, agents, servants and employees of the City (the "Indemnified Parties") from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys' fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the acquisition and construction of the Project, including any infrastructure improvements, any violation by the Project Owner of any agreement, condition or covenant of this Agreement, the ownership, maintenance and operation of the Project, or the presence on any portion of the Land, of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances; or (ii) which is proximately caused by the Project Owner or its officers, agents, contractors, consultants or employees.

6.2 Insurance. Project Owner shall keep and maintain the Project at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Project, and the Project Owner shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss on a replacement cost basis in an amount equivalent to the full insurable value thereof.

Subject to the terms of any mortgage relating to the Project, policies of insurance required by this Section 6.2 shall insure and be payable to Project Owner and shall provide for release of insurance proceeds to Project Owner for restoration of loss. The City shall be furnished certificates showing the existence of such insurance. In case of loss, Project Owner is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest.

During construction of the Project, any and all of the foregoing insurance policies may be maintained by the Project Owner's contractor; provided that once the Project is placed into service, Project Owner shall maintain all of the foregoing insurance policies.

In addition to and independent of the above, the Project Owner shall at the Project Owner's expense secure liability insurance through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana. The insurance shall not contain any exclusion for liabilities specifically assumed by the Project Owner in this Section. The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City in

relation to construction of the Project and any infrastructure improvements without limit and without regard to the cause therefore. The Project Owner must furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:

Commercial General Liability – including contractual and personal injury coverage of \$750,000 per claim and \$1,500,000 per occurrence for injuries, including accidental death

Automobile Liability - \$1,500,000 per accident

The above amounts shall be exclusive of defense costs. The City, its officers, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on the Commercial General Liability policy. The insurance and required endorsements must be in a form suitable to City and shall include no less than a thirty (30) day notice of cancellation or non-renewal. The City must approve all insurance coverage and endorsements prior to the Project Owner commencing work on Project or infrastructure improvements. Project Owner must notify the City within two (2) business days of Project Owner's receipt of notice that any required insurance coverage will be terminated or Project Owner's decision to terminate any required insurance coverage for any reason.

**Section 7. Agreement Suspension; Termination; Repayment.** This Agreement may be terminated as follows and is subject to the following provisions in accordance with 24 CFR 85.43, suspension or termination may occur if the Project Owner materially fails to comply with any term of the Agreement ([24 CFR 92.504\(C\)\(2\)\(ix\)](#)).

7.1 Contract Suspension. If the Project Owner fails to comply with any contractual provision, the City may, after notice to the Project Owner, suspend the Agreement and withhold further payments to prohibit the Project Owner from incurring additional obligations of contractual funds or demand repayment of funds expended, pending corrective action or a decision to terminate in accordance with provisions herein. The City may determine to allow such necessary and proper costs which the Project Owner could not reasonably avoid during the period of suspension, provided such costs were necessary and reasonable for the conduct of the project.

7.2 Termination Due to Loss of Funding. The parties hereto expressly recognize that Project Owner is to be paid, reimbursed, or otherwise compensated with federal HOME funds provided to City under the HUD HOME Agreement for the purpose of contracting for the services provided for herein or with program income; and therefore, the Project Owner expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by City. In the event that such funds or any part thereof are not received by City, the City may immediately terminate or amend this Agreement.

7.3 Termination for Cause or Convenience.

(a) If the Project Owner shall fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Project Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving fifteen (15) days written notice to the Project Owner of such termination.

(b) It is understood that the Project Owner and City representatives shall enter into negotiations pursuant to Section 8.17 in an attempt to reach a solution mutually acceptable to both parties within ten (10) days of notification of termination.

(c) In any event, the City may terminate the Agreement to fund an activity without cause or recourse from the Project Owner, its agents, or subcontractors.

(d) Notwithstanding the above, the Project Owner shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of contract by the Project Owner, and the City may withhold any payment to the Project Owner for the purpose of setoff until such time as the exact amount of damages due to the City from the Project Owner is determined.

7.4 Return of Material. In event of termination, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Project Owner under this Agreement, shall, at the option of the City, become the City's property, and City shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7.5 Reversion of Assets. Upon expiration of this Agreement, the Project Owner must transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

7.6 Repayment. The Project Owner expressly agrees to repay to the City any funds paid on behalf of the Project Owner or its subcontractors that are expended in violation of the terms of this Agreement or the federal statutes and regulations governing the HOME program, or if for some reason the project is unable to move forward within the time frame set forth herein.

## **Section 8. General Provisions.**

### **8.1 Conflicts of Interest; City's Representatives Not Individually Liable.**

(a) The Project Owner represents that it does not employ, retain, or contract with an officer or employee of the City and that no member, officer or employee of the City has a personal or financial interest, direct or indirect, in this Agreement or in the Project.

(b) The Project Owner acknowledges and agrees to comply with the conflict of interest provisions of [24 CFR § 92.356](#) prohibiting the Project Owner from allowing any of their employees, agents, officials, consultants, or immediate family members from occupying a HOME-assisted housing unit for the period of affordability, with the exception of management or maintenance employee(s).

(c) No member, officer or employee of the City shall be personally liable to Project Owner in the event of any default under or breach of this Agreement by the City, or for any amount that may become due to Project Owner for any obligation issued under or arising from the terms of this Agreement.

8.2 Rights Cumulative. The rights and remedies of the Parties of this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any Party hereto of any one or more of such remedies shall not preclude the exercise by such Party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for any other default or breach of the Party subject to the limitation of remedies provided herein. No waiver made by such Party with respect to the performance or the manner or time thereof, of any obligation under this Agreement, shall be considered a waiver with respect to the particular obligation of the other Party or a condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver of any obligations of the other Party. Delay by a Party hereto instituting or prosecuting any cause of action or claim hereunder shall not be deemed a waiver of any rights hereunder.

8.3 Term of Agreement. The duration of this Agreement includes the construction, lease-up, and renting of housing units for the entire period of affordability.

The project is subject to ongoing HOME compliance requirements for an affordability period of twenty (20) years from the date the Certificate of Occupancy is completed, and the project completion report is entered into HUD's Integrated Disbursement & Information System (IDIS). Information necessary for completing activities in IDIS includes finalized project budget; occupant demographic and income data; information on unit configuration; rents; and rental assistance.

8.4 Limitation on City Liability. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the City contained in any document in connection with the Project shall give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers or shall obligate the City financially in any way except with respect to then-available HOME funds. No failure of the City to comply with any term, condition, covenant or agreement herein shall subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from then-available HOME funds; and no execution on any

claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the City. Nothing herein shall preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant, or agreement herein; provided that no costs, expenses or other monetary relief shall be recoverable from the City except as may be payable from HOME funds. This Agreement shall not constitute or be construed to give rise to a debt of the City.

8.5 Assignment. This Agreement is unique among the City and the Project Owner and no Party may assign any rights or privileges, or delegate any duties or obligations under this Agreement, without first obtaining the written consent of the other Party.

8.6 Successors Bound By Agreement; No Third Party Beneficiary; No Property Interest. Subject to compliance with Section 8.5, this Agreement will inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors in interest and permitted assignees. This Agreement is for the exclusive benefit of the Parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party. This Agreement, by itself, does not create or give rise to a property interest in the Property or the Project.

8.7 Prior Agreements. This Agreement supersedes, merges and voids any and all prior discussions, negotiations, agreements and undertakings between the Parties with respect to the subject matter of this Agreement. The Parties waive and release each other from any claims, actions, or causes of action that relate in any manner to any prior discussions, negotiations, agreements, and undertakings between the Parties with respect to the subject matter of this Agreement.

8.8 Entire Agreement. This Agreement, including any exhibits and attachments hereto, embodies the entire agreement and understanding of the Parties with respect to its subject matter and no statements, promises, or inducements made by either party, or agents of either party that are not contained in or authorized by this written Agreement, are valid or binding.

8.9 Amendments, Changes and Modifications. This Agreement may be amended and any of its terms may be modified only by written amendment authorized and signed by the Parties hereto.

8.10 Headings. The headings of articles and sections in this Agreement are inserted for convenience of reference only and do not limit or amplify the terms and provisions of the Agreement in any manner. The headings will be ignored and will not affect the construction of any provisions of this Agreement.

8.11 Notice. Any formal notice, demand or communication required or permitted by the terms of this Agreement to be given to the City or the Project Owner will be in writing and will be delivered to such Party either: (i) by personal hand-delivery; (ii) by depositing the same in the United States mail, certified mail with return receipt requested; (iii) by depositing the same with a nationally recognized overnight delivery service; or (iv) with respect to notice to the Project Owner, by email (in which case the notice shall be effective as of the date of confirmed delivery). Notice will be deemed complete upon receipt of the notice pursuant to any of the foregoing methods of notice. Notices and communications to the parties must be addressed to and delivered at the following addresses:

If to City:

City of Billings  
Attention: Jordan Langton, Program Coordinator  
P.O. Box 1178  
Billings, MT 59103  
406.860.9126  
[langtonj@billingsmt.gov](mailto:langtonj@billingsmt.gov)

With a copy to :

City of Billings

Attention: Billings City Administrator  
P.O. Box 1178  
Billings, MT 59103

If to Project Owner:

HAB Development, Inc.  
Attention: Patti Webster, Chief  
Executive Officer / Executive Director  
2415 1<sup>st</sup> Avenue N.  
Billings, MT 59101  
406.245.6391  
[pattiw@homefrontmt.org](mailto:pattiw@homefrontmt.org)

The City and the Project Owner, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

8.12 Ownership and Publication of Materials. All reports, information, data, and other materials related to the Project and prepared by any subcontractor pursuant to this Agreement are to be the property of the Project Owner and the City, which each have the nonexclusive and unrestricted authority to release, publish or otherwise use in whole or in part, information relating to it. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written permission of the City and the Project Owner.

8.13 Survival of Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and attachments hereto that may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable by City as provided herein in the event of such failure to perform or comply by the Project Owner or its subcontractors.

8.14 Severability. If any provision of this Agreement is declared void or held invalid, such provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will otherwise remain in full force and effect.

8.15 Place of Performance. The place of performance of this Agreement will be in the City of Billings, Yellowstone County, Montana.

8.16 Governing Law. This agreement and the legal relations between the Parties hereto will be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any choice of law statutes, rules, or principles.

8.17 Dispute Resolution.

(a) Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each Party duly authorized to execute settlement agreements.

(b) If the Parties are unable to resolve the dispute, the matter will be referred to HUD for resolution.

(c) Upon mutual agreement of the Parties, the Parties may invite an independent, disinterested mediator acceptable to the Parties to assist in the negotiated settlement discussions.

(d) If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with the applicable law and the provisions of this Agreement. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

8.18 Attorney's Fees; Costs. In the event of any dispute or litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses, including reasonable attorneys' fees, costs, and expenses.

8.19 Further Assurances and Corrective Instruments. The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or for carrying out the expressed intention of this Agreement.

8.20 Reports/Accountability/Public Information.

(a) The Project Owner agrees to develop and/or provide documentation as requested by the City demonstrating the Project Owner's compliance with the requirements of this Agreement. The Project Owner shall allow the City, its auditors, and other persons authorized by the City to inspect and copy its books and records for the purpose of verifying that the monies reimbursed to the Project Owner pursuant to this Agreement were used in compliance with this Agreement and all applicable provisions of federal, state, and local law, including any requirements of the HOME Investment Partnerships Act and/or HUD. The Project Owner shall not issue any statements, releases or information for public dissemination regarding this Agreement or the work contemplated hereunder without prior written approval of the City.

(b) Upon completion of the project's predevelopment, the Project Owner will submit to the City the following project predevelopment records:

- 1) Property acquisition records, including, but not limited to:
- 2) Property Appraisal
- 3) Title Report
- 4) Site Control Status
- 5) Property Survey
- 6) Soils Report
- 7) Engineer's Report
- 8) Environmental Reports

(c) The Project Owner will submit to the City the following property construction or rehabilitation records including, but not limited to:

- 1) Documentation that the project meets applicable property standards for HOME rehabilitation activities and / or new construction.
- 2) Documentation that the rents charged in each HOME-assisted unit conforms to HOME program requirements.
- 3) For each household renting a HOME-assisted unit, a copy of the rental application, income verification, and rental Agreement and subsequent annual income verifications.
- 4) An approved Affirmative Marketing Plan which complies with [24 CFR 92.351](#) for projects with five (5) or more HOME-assisted units.
- 5) Immediate written notification of any pending legal action which names the Project Owner and the real property assets covered under this Agreement.
- 6) Copies of invoices submitted for payment.
- 7) Verification of matching contributions.

(d) The records described in this Section 8.20 must be retained for a period of five years after project closeout.

(e) Records demonstrating compliance with project requirements that apply for the period of affordability must be retained for at least five years after the conclusion of the required period of affordability.

(f) If any litigation, claim negotiation, audit or other action has been commenced before the expiration of the regular five-year period, the records must be

retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

(g) Access to the records described above and all other documentation relating to the program is governed by all applicable state and federal laws as they pertain to disclosure of information to the public and to the individual's right of privacy.

*[Signature and notary pages to follow]*

DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused this Deed Restriction Agreement to be executed on \_\_\_\_\_, 2025.

CITY OF BILLINGS, MONTANA

HomeFront 4 LBL LG LLLP,  
a Montana limited liability limited partnership

By: HomeFront 4 LBL LG LLC  
a Montana limited liability company

By: HAB Development, Inc.,  
a Montana nonprofit corporation

By: \_\_\_\_\_  
William A. Cole, Mayor

By: \_\_\_\_\_  
Patti Webster, Chief Executive Officer /  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Denise Bohlman, City Clerk

STATE OF MONTANA            )  
                                                  : ss.  
COUNTY OF YELLOWSTONE )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_ and whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing At: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Please return to:  
City of Billings  
Community Development Division  
P.O. Box 1178  
Billings, MT 59103

## MONTANA TRUST INDENTURE

THIS TRUST INDENTURE, made on \_\_\_\_\_, 2025, between **HAB Development, Inc.** whose mailing address is **2415 1<sup>st</sup> Avenue N., Billings Montana 59101** as GRANTORS, GINA DAHL, of Billings, Montana, an attorney licensed to practice law in the State of Montana, whose mailing address is P.O. Box 1178, Billings, MT 59103, as TRUSTEE, and the CITY OF BILLINGS, a Municipal Corporation, organized under the laws of the State of Montana, whose mailing address is P.O. Box 1178, Billings, MT 59103, as BENEFICIARY.

WITNESSETH: That Grantor hereby irrevocably GRANTS, BARGAINS, SELLS, CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, nevertheless, WITH POWER OF SALE, that certain real property, which does not exceed thirty (30) acres in area, situated in the County of Yellowstone, State of Montana, particularly described as follows, to wit:

*WHITETAIL SQUARE SUB (10), S22, T01 N, R26 E, BLOCK 1, Lot PARK, PRIVATE PARK comprised of 1.348 AC and adjacent parcel on Sioux Lane, Billings MT 59105 legally described as WHITETAIL SQUARE SUB (10), S22, T01 N, R26 E, BLOCK 1, Lot 1 comprised of 3.014 AC, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3792983.*

TOGETHER WITH: (1) All buildings, fixtures and improvements thereon, and all water rights, rights-of-way, tenements, hereditaments, privileges and appurtenances thereunto belonging, now owned or hereafter acquired, however evidenced, used or enjoyed with said premises or belonging to the same; (2) All right, title and interest hereinafter acquired in or to any of said premises, hereby also releasing, relinquishing and waving all exemptions, rights of dower and homestead, in or to said premises, vested or inchoate; (3) All heating, air conditioning, plumbing and lighting facilities, equipment and fixtures now or hereafter installed upon or within said premises, used or proper or necessary to constitute the said premises a habitable, usable or operating unit; all of said property being designated and deemed for the purposes of this instrument a part of the realty; and (4) All of the rents, issues and profits of said premises,



**PROMISSORY NOTE**  
**LB LOFTS AFFORDABLE HOUSING PROJECT**

**\$1,400,000.00**

\_\_\_\_\_, 2025

FOR VALUE RECEIVED, **HAB Development, Inc.**, hereinafter referred to as the "Payor" promises to pay to the City of Billings, hereinafter referred to as "Payee," the sum of \$1,400,000.00, to be provided as determined through the provisions contained within the Deed Restriction Agreement and Trust Indenture dated this \_\_\_\_ day of \_\_\_\_\_, 2025. Such amounts will be calculated using the requirements contained within said Deed Restriction Agreement and Trust Indenture of the total assistance provided by the Payee to the Payor. Said sums shall be in proper form of assignment, without interest, said assignment being effective through the Period of Affordability, twenty (20) years, only upon sale, transfer or other disposition, as described in the above-mentioned Deed Restriction Agreement and Trust Indenture dated this \_\_\_\_ day of \_\_\_\_\_, 2025 wherein the City of Billings is the Payee.

This promissory note is secured by a Trust Indenture on certain real property located in the jurisdictional boundaries of the City of Billings known as:

*WHITETAIL SQUARE SUB (10), S22, T01 N, R26 E, BLOCK 1, Lot PARK, PRIVATE PARK comprised of 1.348 AC and adjacent parcel on Sioux Lane, Billings MT 59105 legally described as WHITETAIL SQUARE SUB (10), S22, T01 N, R26 E, BLOCK 1, Lot 1 comprised of 3.014 AC, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3792983.*

The Payor shall transfer or assign the property herein described only with the written consent of Payee. Such consent shall not be unreasonably withheld provided Payee's security interest herein is adequately protected. Payee may, at their option, declare immediately due and payable all sums secured by the Mortgage / Trust Indenture upon the sale or transfer of all or any part of the real property described in the Mortgage / Trust Indenture without the Payor's prior knowledge and written consent.

During the term of this Promissory Note, the Payor shall keep the subject property free from all liens or encumbrances of any kind, except those expressly consented to in writing by the Payee. Any such liens or encumbrances shall constitute a default herein and Payor agrees to indemnify and hold the Payee harmless from any liability for such liens and encumbrances.

The Payor covenants and agrees that they will commit no waste that will lessen the value of the premises nor shall they cause any damage thereto which shall reduce the value of the premises and property as security for the payment of the purchase price as herein provided.

During the life of this Promissory Note, and until the Period of Affordability as set forth in the Deed Restriction Agreement and any restrictive covenants has been met, and until full payment, Payor shall secure and maintain, if insurable, the premiums for premises comprehensive and fire loss coverage covering full replacement cost covering both Payor and Payee. Property taxes, first mortgage and all other financial obligations must be maintained.

If default be made in the payment of said principal, or in any of the covenants of the Deed Restriction Agreement and Trust Indenture securing this Promissory Note, then, at the holder's election, upon notice as provided in the Deed Restriction Agreement and Trust Indenture dated as noted herein, the entire principal option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default or at any other time. The undersigned agree to pay reasonable attorney's fees, in addition to other costs, in case of the collection of this Promissory Note by an attorney, either with or without suit.

The undersigned shall at all times comply with the use, occupancy and recapture restrictions affecting the property described in the Deed Restriction Agreement and Trust Indenture securing this Promissory Note and set forth in the Deed Restriction Agreement and

Trust Indenture dated as noted herein, between the Payor and the Payee. If the undersigned shall fail or refuse to comply with such use, occupancy and recapture restrictions, the Payee may, at their option and with notice as provided in such Deed Restriction Agreement and Trust Indenture, declare the entire unpaid principal balance of this Promissory Note immediately due and payable and may invoke any remedies provided in such Deed Restriction Agreement, Trust Indenture or applicable law in the event of default.

The indebtedness evidenced by this Promissory Note is secured by a Deed Restriction Agreement and Trust Indenture dated as noted herein, and reference is made to the Deed Restriction Agreement and Trust Indenture for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

PAYOR:

By: HAB Development, Inc.,  
a Montana nonprofit corporation

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Patti Webster, Chief Executive Officer  
HAB Development, Inc.,

Date

**City Council Regular**

**Date:** 10/13/2025  
**Title:** First Read and Public Hearing BMCC 22-406 - Sidewalk Impediments  
**Presented by:** Tina Hoeger  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends City Council conduct a public hearing and approve amendments to BMCC 22-406 on first reading.

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

During a work session on August 18, 2025, council and staff discussed recommended amendments to two city codes. The first was BMCC 22-406. Healthy discussion around the table resulted in the attached red-lined version of the code. Suggestions to add a definition at the beginning of the code for the word, "impediment", as well as cleaning up some of the language, and removing suggested subsection (d) are all included in the current submission.

A second code, BMCC 15-501, was also discussed; however, staff identified additional language changes in that same article that need to be addressed as well, so BMCC 15-501 will be brought back to council at a later date. Attached to this memo, council has an amended, red-lined version and a clean version of BMCC 22-406. Staff does not have a power point presentation for this agenda item and will introduce it and stand for questions from Council given the extensive discussion at the Work Session and the red-lined version attached to this memo for reference.

**STAKEHOLDERS**

The recommended amendments to BMCC 22-406 will have a positive effect on all users of our sidewalks, especially for those stakeholders that use a wheeled device in some way, whether it be a scooter, wheelchair, stroller, etc. The amendments will also provide for more consistent and clear enforcement.

**ALTERNATIVES**

City Council may:

- Approve the recommended amendments to BMCC 22-406; or,
- Not Approve the recommended amendments to BMCC 22-406. Not approving the amendments will leave this section of code difficult to enforce and also with gaps in the ability to enforce various impediments to sidewalks around the City throughout the year.

**FISCAL EFFECTS**

There are no significant fiscal effects for these amendments. It will make keeping sidewalks clear of all impediments a clearer enforcement activity for City staff.

**SUMMARY**

Approving the recommended amendments to BMCC 22-406 will give code enforcement year-round ability to keep sidewalks clear for pedestrians and wheeled travelers alike.

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**Attachments**

BMCC 22-406 red line  
BMCC 22-406 clean

ORDINANCE 25-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING  
THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING ARTICLE 22-  
406, OF SAID CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

**Section 1.** That Article 22-406, of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

**Sec. 22-406. Removal of snow, ice, etc., impediments from sidewalks by abutting property owners.**

- (a) For the purposes of this section, the term *impediment* shall be broadly interpreted to mean any condition, substance, or object, whether natural or manmade, that obstructs, impedes, restricts, hinders, or otherwise interferes with the normal and safe use of a sidewalk by pedestrians and wheeled travelers. Examples of impediments include, but are not limited to, the following:
- I. Snow, ice, or slush that has accumulated and not been removed in a timely manner.
  - II. Mud, dirt, or gravel washed or tracked onto the sidewalk.
  - III. Leaves, branches, or other plant debris.
  - IV. Litter, trash, or refuse.
  - V. Standing water, oil, or other slippery substances.
  - VI. Overgrown vegetation that encroaches onto or overhangs the sidewalk.
  - VII. Personal property, including but not limited to bicycles, scooters, furniture, or signs placed on or across the sidewalk.
  - VIII. Construction materials, tools, or equipment not authorized by a permit.
  - IX. Any other obstruction that prevents or limits the free and safe passage of pedestrians and wheeled travelers, including those using mobility aids.
- (a)(b) It shall be the duty of the occupant of any premises within the city limits, or in case such premises are unoccupied, then the owner or his or her agent, to keep the sidewalks in front of and adjoining his or her premises clean and safe for pedestrians and wheeled travelers, and to repair the same from time to time; and such occupant, owner or agent shall remove snow, ice, mud, slush and other such impediment to safe and convenient foot travel, within twenty-four (24) hours after such snow, ice, slush or other impediment accumulates thereon, and prevent the continuance and accumulation of the same. Removal of impediment shall be no less than 36 inches wide and shall be to the surface of the sidewalk. Tree canopy over sidewalks shall conform with section 25-205. It shall be the duty of the owner of any premises within the city limits to repair the sidewalks in front of and adjoining his or her premises.
- (c) Accumulations of ~~snow and ice~~ impediments not removed as required by paragraph (b), upon sidewalks fronting property owned by persons not residing in the city, shall

may be removed under the direction of the city which shall keep a record of the cost of such removal with a description of the property adjacent to which such snow and ice impediments are removed. The city clerk shall each year prepare and present to the council, ~~on or before the second regular meeting in September~~, a resolution containing a list of all lots and parcels of land in the city from the sidewalks adjacent to and fronting on which snow and ice impediments have been removed, with the names of the owners thereof, and the cost of removal of such impediments snow and ice. When such resolution is passed by the council and approved by the mayor the assessments therein provided for shall constitute a lien upon and against such lots and parcels of land. A copy of such resolution shall be certified by the city clerk to the county treasurer for collection in the same manner as other taxes.

~~(b)(c)~~ It is unlawful for any person to dispose of or move snow impediments from private property onto a public street, alley or sidewalk.

(Code 1967, § 10.84.080)

**Section 2. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 3. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 4. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions 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 the day of, 2025.

PASSED, ADOPTED and APPROVED on second reading this day of, 2025.

CITY OF BILLINGS

BY: \_\_\_\_\_  
William A. Cole, Mayor

Attest  
:

\_\_\_\_\_  
Denise R. Bohlman, City Clerk

ORDINANCE 25-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING  
THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING ARTICLE 22-  
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- I. Snow, ice, or slush that has accumulated and not been removed in a timely manner.
  - II. Mud, dirt, or gravel washed or tracked onto the sidewalk.
  - III. Leaves, branches, or other plant debris.
  - IV. Litter, trash, or refuse.
  - V. Standing water, oil, or other slippery substances.
  - VI. Overgrown vegetation that encroaches onto or overhangs the sidewalk.
  - VII. Personal property, including but not limited to bicycles, scooters, furniture, or signs placed on or across the sidewalk.
  - VIII. Construction materials, tools, or equipment not authorized by a permit.
  - IX. Any other obstruction that prevents or limits the free and safe passage of pedestrians and wheeled travelers, including those using mobility aids.
- (b) It shall be the duty of the occupant of any premises within the city limits, or in case such premises are unoccupied, then the owner or his or her agent, to keep the sidewalks in front of and adjoining his or her premises clean and safe for pedestrians and wheeled travelers; and such occupant, owner or agent shall remove such impediment to safe and convenient travel, within twenty-four (24) hours after such impediment accumulates thereon, and prevent the continuance and accumulation of the same. Removal of impediment shall be no less than 36 inches wide and shall be to the surface of the sidewalk. Tree canopy over sidewalks shall conform with section 25-205. It shall be the duty of the owner of any premises within the city limits to repair the sidewalks in front of and adjoining his or her premises.
- (c) Accumulations of impediments not removed as required by paragraph (b), may be removed under the direction of the city which shall keep a record of the cost of such removal with a description of the property adjacent to which such impediments are removed. The city clerk shall each year prepare and present to the council a resolution containing a list of all lots and parcels of land in the city from the sidewalks adjacent to

and fronting on which impediments have been removed, with the names of the owners thereof, and the cost of removal of such impediments. When such resolution is passed by the council and approved by the mayor the assessments therein provided for shall constitute a lien upon and against such lots and parcels of land. A copy of such resolution shall be certified by the city clerk to the county treasurer for collection in the same manner as other taxes.

- (d) It is unlawful to dispose of or move impediments from private property onto a public street, alley or sidewalk.

(Code 1967, § 10.84.080)

**Section 2. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 3. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 4. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions 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 the day of, 2025.

PASSED, ADOPTED and APPROVED on second reading this day of, 2025.

CITY OF BILLINGS

BY: \_\_\_\_\_  
William A. Cole, Mayor

Attest  
:

\_\_\_\_\_  
Denise R. Bohlman, City Clerk

**City Council Regular**

**Date:** 10/13/2025  
**Title:** Returning Item - 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 27, 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 create 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. However, the City staff is in discussions with the developer and his agent regarding Section 21(c) of the **Charitable Gift and Cottonwood Park Development Agreement** that refers to annexation petitioners within 1.5 miles of Cottonwood Park being approached by the City to obtain a contribution from the developer to fund development and/or maintenance of the Park and memorializing it in a Annexation Agreement or Subdivision Improvement Agreement for the property. Staff was not able to coordinate in depth discussions with the parties before this Council Agenda had to be posted, but staff will provide more information in the City Administrator Weekly on October 10 and/or through an updated Annexation Agreement.
- **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.

## **CITY COUNCIL - SEPTEMBER 22, 2026**

The applicant requested a delay to October 13th, based on unresolved traffic analysis issues within the overall project. Council Member Boyett motioned to take this item off the Agenda, and schedule the public hearing for the October 13th City Council Meeting. The motion was seconded by Council Member Gulick. Motion was approved unanimously.

## **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 October 13, 2025, the City Council is scheduled to take action on the petition.

## **FISCAL EFFECTS**

This application has no impact on the Planning Division Budget.

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## **Attachments**

Annexation Resolution 25-04  
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 13<sup>th</sup> Day of October, 2025.

CITY OF BILLINGS:

BY: \_\_\_\_\_

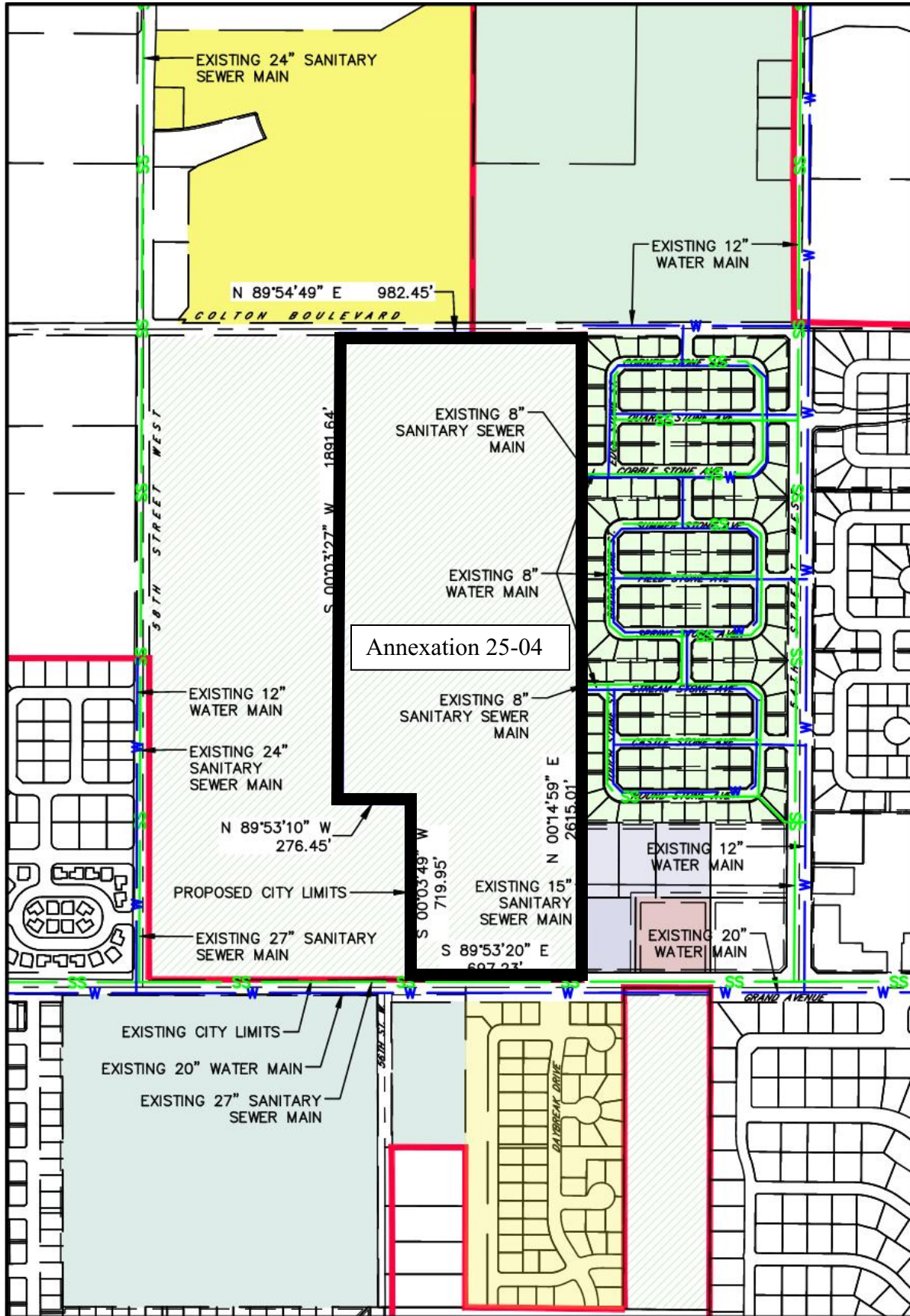
William A. Cole, Mayor

ATTEST:

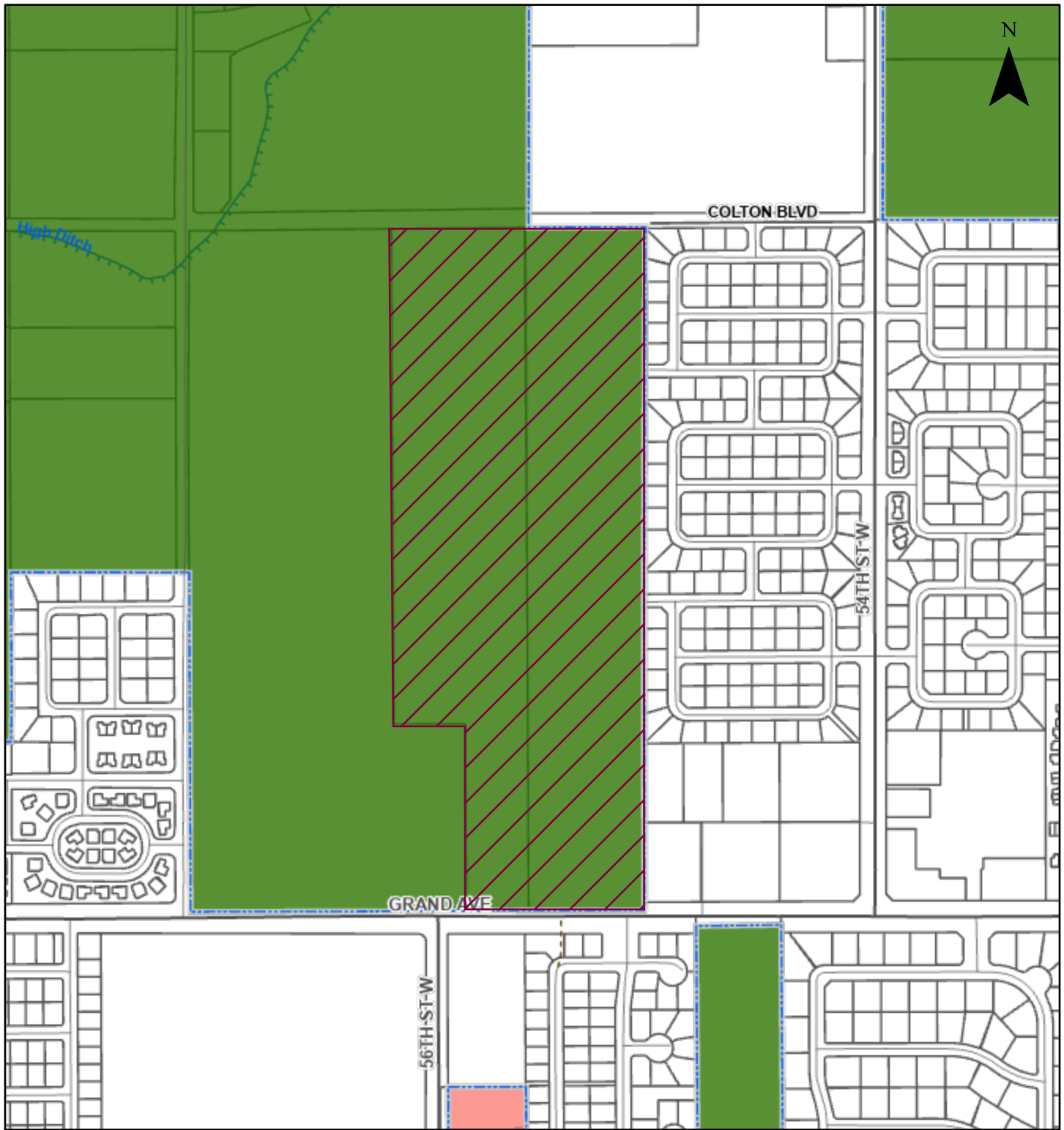
BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk  
(# 25-04)

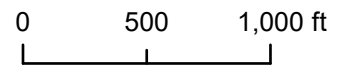
EXHIBIT 'A'



# Limits of Annexation



| Legend                       |                                 |                        |                           |
|------------------------------|---------------------------------|------------------------|---------------------------|
| <b>Limits of Annexation</b>  | <b>Streams, Ditches, Canals</b> | Water Body             | US ROUTE or STATE HIGHWAY |
|                              |                                 | Castlerock Reservoir   | ARTERIAL                  |
| <b>AlternateName</b>         | Canal or Ditch                  | Tax Parcels            | COLLECTOR                 |
|                              | Concrete Box Culvert            | Billings City Limits   | STREET                    |
|                              | Creek or Slough                 | Airport Hard Surface   | PROPOSED ROAD             |
|                              | Drain                           | <b>Road Centerline</b> | UNDEVELOPED ROAD          |
| Zone 2 Long Range Area       | Pipe                            | INTERSTATE             | PLACEHOLDER               |
| Zone 3 County Developed Area | Other                           | INTERSTATE RAMP        |                           |



Date: 8/26/2025

## City Council Regular

**Date:** 10/13/2025  
**Title:** Returning Item - 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

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### 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. It is 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 the 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 to speak 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, to give 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 possible 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 responding that 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 to 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 Ludwig and Ludwig 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 no other comments. The public hearing closed.

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 traffic 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 in 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 questions. 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 understands 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 the City to improve the roads in the vicinity. The Zoning Commission approved the motion unanimously.

### CITY COUNCIL - SEPTEMBER 22, 2026

The applicant requested a delay to October 13th, based on unresolved traffic analysis issues within the overall project. Council Member Boyett motioned to take this item off the Agenda, and the Council Meeting. The motion was seconded by Council Member Gulick. Motion was approved 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 consider 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 social cohesion.
- 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 areas.

#### *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 densities. 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 general welfare by the proposed zone change.

### 4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?

*Transportation:* The existing zoning and new development will increase traffic on the adjacent street network. City Engineering will review any new development proposed to determine if it is feasible 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 contribution to be 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 Boulevard 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 by the 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 will pay a 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 at 10th and Grand. The Departments expressed no concerns with the zone change.

### 5. Will the new zoning provide adequate light and air?

Similar to Criteria 2 and 3, the proposed zone, like all zones, requires 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-motorized. The new zoning will be consistent with the 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 Traffic Impact Study will be addressed with a 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 is consistent with the requirements of the N2 zoning. 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 is located 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. The proposed zoning is consistent with the character of the surrounding district and the suitability of the property for the proposed use.

### 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 building codes.

### 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 appropriate use of the land. The proposed zoning is consistent with the requirements of the MU PND. 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 consistent with the MU PND. The proposed zonings within the PND are similar to other zoning within the area making this the most appropriate use of the land.

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## 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

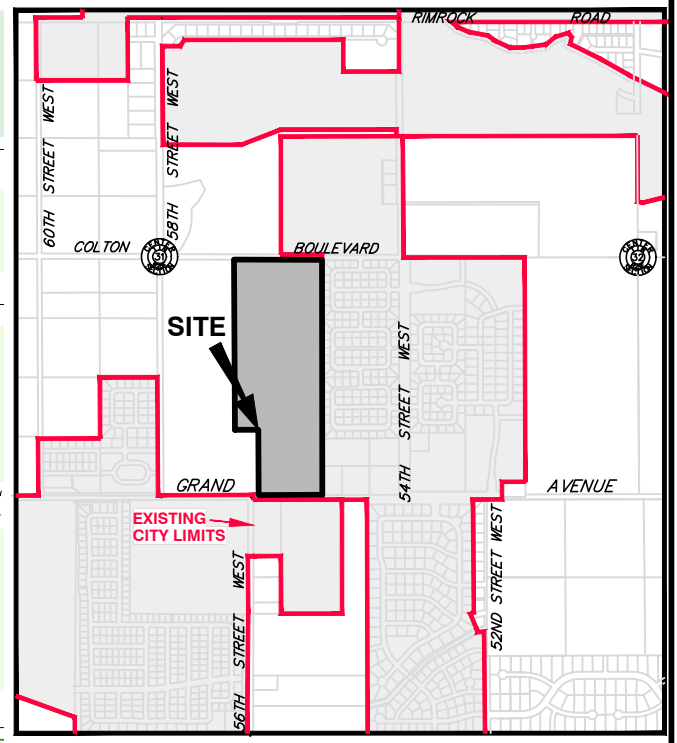
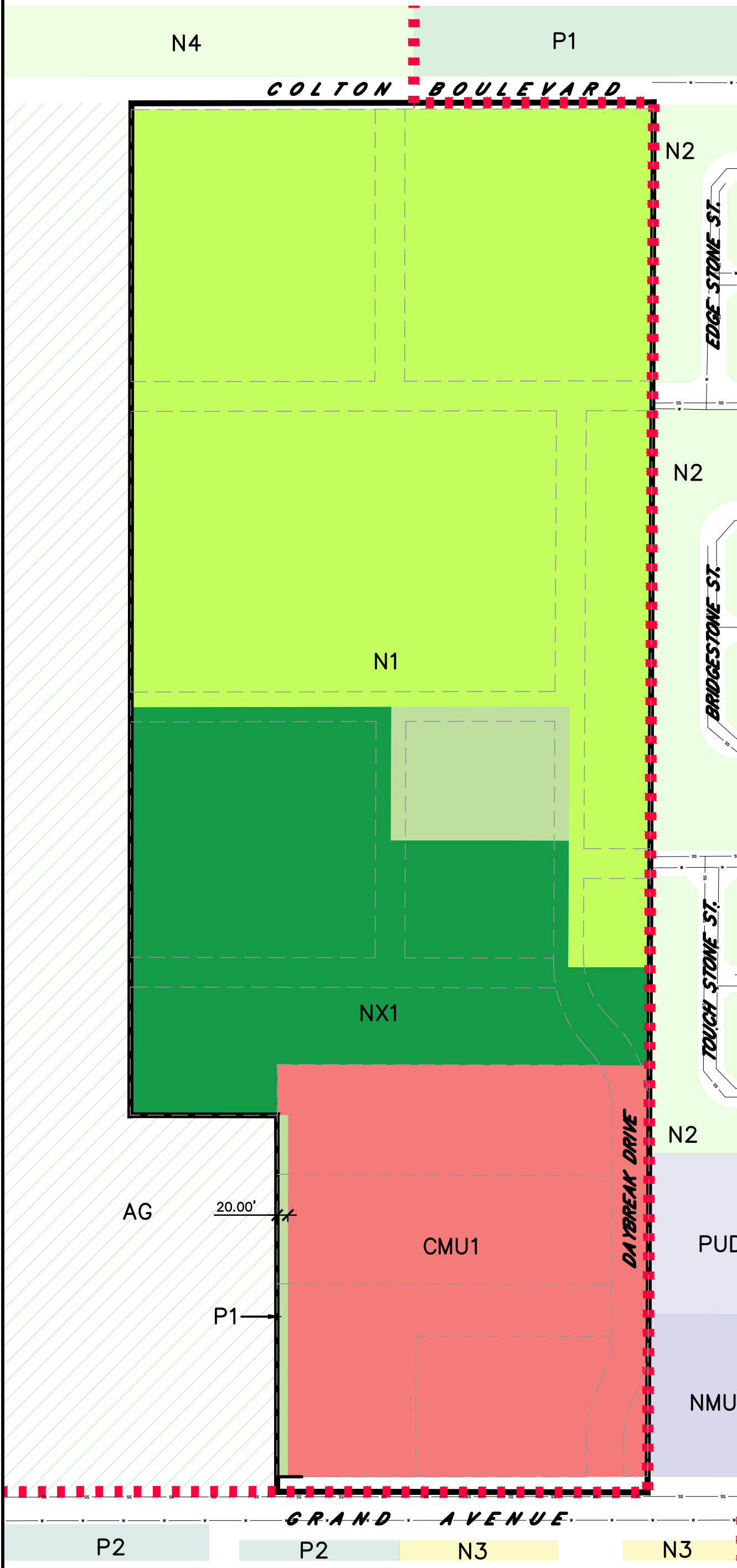
WITHIN  
 LOTS 66A1 AND 67A1 OF AMENDED LOTS 66A AND 67A SUNNY COVE FRUIT FARMS  
 YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : GRAND AVE. LLC.

PREPARED BY : **sanbell**

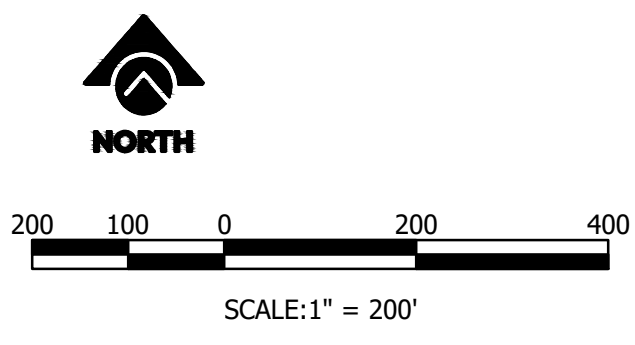
JULY, 2025

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 —           |



P:\24583\_Homestead\_Storage\_Grand\_Avenue\CADD\_C3DIPRODUCTION\_DWG\Homestead\_Res\_Concept.2.dwg, 11X17 ZC (4), 8/1/2025 12:06:51 PM, cscodes, 1:1



**ZONING REQUEST**

ZONE CHANGE  
1070  
SPECIAL REVIEW  
VARIANCE

A rectangular sign with a yellow-to-orange gradient background. It features the text 'ZONING REQUEST' at the top. Below this, there are four sections: a text block on the left, a central map showing a green and red area, and two more text blocks on the right. The right-side text includes 'ZONE CHANGE 1070', 'SPECIAL REVIEW', and 'VARIANCE'.

**ZONING REQUEST**

ZONE CHANGE  
Amended  
25-04  
SPECIAL REVIEW  
VARIANCE

A rectangular sign with a yellow-to-orange gradient background. It features the text 'ZONING REQUEST' at the top. Below this, there are four sections: a text block on the left, a central map showing a green and red area, and two more text blocks on the right. The right-side text includes 'ZONE CHANGE Amended 25-04', 'SPECIAL REVIEW', and 'VARIANCE'.





CAVE

Maybrook Dr



PEDESTRIAN CROSSING

33

FINES DOUBLE



33

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 54<sup>th</sup> 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 54<sup>th</sup> 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 54<sup>th</sup> 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 taxpayer.***

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 54<sup>th</sup> 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. 4085208.

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 Cel Ave Billings MT    Email: brian@homesteadstorage.com  
59102

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

City Pre-app statement 2024-2025

# 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<br>(Please Print) | Last Name<br>(Please Print) | Phone Number    | Email Address                   |
|------------------------------|-----------------------------|-----------------|---------------------------------|
| shirley                      | McDermott                   | 406<br>702-1772 | shirley.mcdermott1935@gmail.com |
| Janice                       | Ward                        | 406-656-4829    |                                 |
| Mindi                        | Hopkin                      | 406-640-0140    | hop8renough@msn.com             |
| Susan                        | Morgan                      | 406-672-8806    | BIG SKY MT 81@charter.net       |
| Randy                        | Morgan                      | 406-698-9319    | "                               |
| Jen & Doug                   | Kramer                      | 406-696-9146    |                                 |
| David Kirst                  | Kivst                       | 671-8046        | 1125 Daylight LN                |
| Jackie                       | Riceger                     | (406) 425-9953  | jackie.j.riceger@gmail.com      |
| Dan & Evelyn Hall            | Hall                        | 406-670-6241    | evelyn164911@gmail.com          |
| TERRY NATHANSON              |                             | 970-846-6784    | jpj@comcast.net                 |
| Richard Hall                 | Hartman                     | 406-697-0279    | rhartma3@gmail.com              |
| Howard Hall                  | Holz                        | 406-534-4340    |                                 |
| SUSAN                        | Schlöss                     | 406-794-5677    |                                 |



**MEETING MINUTES**

|                                                                   |                              |                                |          |
|-------------------------------------------------------------------|------------------------------|--------------------------------|----------|
| <b>PROJECT: HOMESTEAD ACRES CONCEPT &amp; ZONE CHANGE</b>         |                              |                                |          |
| 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 58<sup>th</sup> Street West closure; difficulty turning left onto Grand Avenue
    - Especially at Ben Steele drop-off in the morning
    - Parking during softball games along 58<sup>th</sup>, 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 41<sup>st</sup> to 62<sup>nd</sup>. 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 56<sup>th</sup> Street would ever go north of Grand Ave.
  - [DJ Clark] We understand that the City desires to extend 56<sup>th</sup> 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 56<sup>th</sup> 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 56<sup>th</sup> 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 personal 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

| <b>SUBJECT PROPERTY</b>                             | <b>Zone Change</b> | <b>DATE</b> | <b>FOR</b>                                             | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                                                      |
|-----------------------------------------------------|--------------------|-------------|--------------------------------------------------------|-----------------------|-----------------------------------------------------------------------------|
| None.                                               |                    |             |                                                        |                       |                                                                             |
|                                                     |                    |             |                                                        |                       |                                                                             |
| <b>SURROUNDING PROPERTY</b>                         | <b>Zone Change</b> | <b>DATE</b> | <b>FOR</b>                                             | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                                                      |
| 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 3 <sup>rd</sup> 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 31 <sup>st</sup> 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 13th day of October, 2025.

PASSED, ADOPTED and APPROVED on second reading this 27<sup>th</sup> day of October, 2025.

CITY OF BILLINGS

BY: \_\_\_\_\_

William A. Cole, Mayor

Attest:

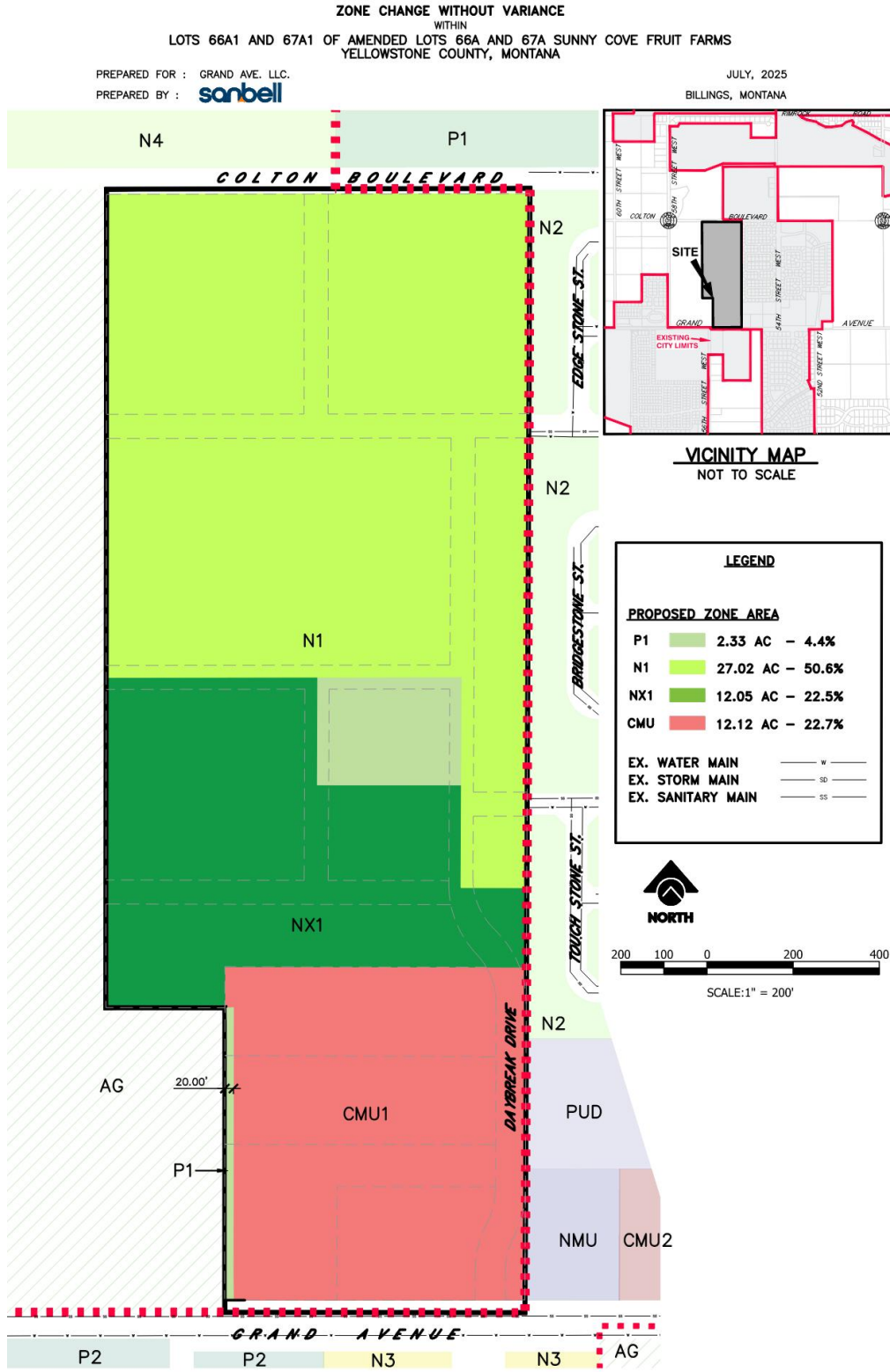
BY: \_\_\_\_\_

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:** 10/13/2025  
**Title:** Returning Item - 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 27, 2025.

**STAKEHOLDERS**

**CITY COUNCIL - SEPTEMBER 22, 2026**

The applicant requested a delay to October 13th, based on unresolved traffic analysis issues within the overall project. Council Member Boyett motioned to take this item off the Agenda, and schedule the public hearing for the October 13th City Council Meeting. The motion was seconded by Council Member Gulick. Motion was approved unanimously.

**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 13<sup>th</sup> Day of October, 2025.

PASSED by the City Council on the second reading this 27<sup>th</sup> day of October, 2025.

THE CITY OF BILLINGS:

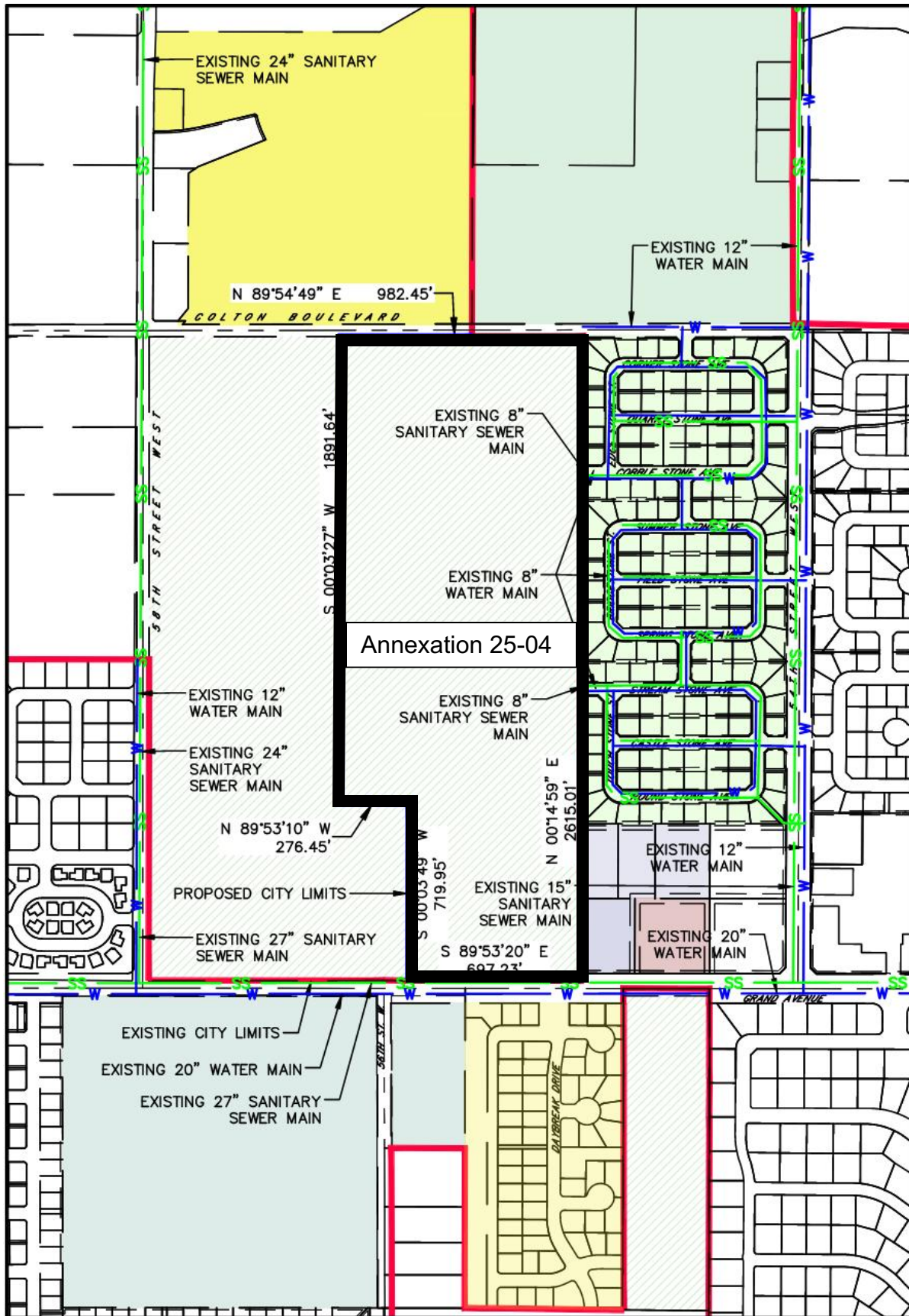
\_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman, CITY CLERK

(#25-04)

EXHIBIT 'A'



**City Council Regular**

**Date:** 10/13/2025  
**Title:** SBBURD Water and Sewer Utility Program Proposal  
**Presented by:** Wyeth Friday  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** NA

**RECOMMENDATION**

The South Billings Urban Renewal Association Board recommends the City Council approve a water and sewer utility connection program, allocating up to \$50,000 for one fiscal year to help residential properties in the South Billings Boulevard Urban Renewal District that are not connected to City services get connected by offsetting some of the connection expense.

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

The City Public Works Department estimates there are still about 72 residential properties in the SBBURD that are not connected to City water or sewer. The City has utilized SBBURD funding to make significant improvements to the utility infrastructure in the SBBURD over the life of the District. Part of the intent of these improvements was to make it easier for properties to connect to the system and end reliance on septic systems and wells within the City Limits, mitigating public health and safety issues in neighborhoods. Efforts in the past to encourage and support residential properties connecting to utilities has had limited success. The SBBURD Urban Renewal Plan in Section 12 describes the deficiencies in the utility infrastructure in the District and the need to make improvements. A significant amount of improvement has been completed in the past 17 years since the District was formed. Reducing properties that are not connected to city services is an ancillary effort to the larger utility infrastructure improvements.

This new program recommended by the SBURA Board is designed to incentivize property owners with partial reimbursement for the connection costs. The SBURA Board recommends the City provide up to \$5,000 in TIF funding per utility connection project to assist property owners. The applicants would still cover the System Development Fee and the balance of the connection costs. Connections are from the system in a home to the City's system connection point at the edge of the property and can range in costs due to factors like distance, obstacles (location of septic system), conditions of the existing pipes, etc. Cost estimates for connecting to the system vary per property, with rough estimates of \$8,000 to 12,000.

**STAKEHOLDERS**

Residential property owners in the SBBURD that are still not connected to City water or sewer services will benefit from this program from a financial and health and safety standpoint. This program also will be an environmental benefit to Billings to have more residential properties still on septic systems within the City Limits connected to the municipal water or sewer system.

**ALTERNATIVES**

City Council may:

- Approve the SBBURD program, allocating up to \$50,000 for FY26 toward supporting water and sewer utility connections for residential properties; or,
- Not Approve the SBBURD program, allocating up to \$50,000 for FY26 toward supporting water and sewer utility connections for residential properties. It is expected that given the number of properties still not connected to utilities in the District, the number will remain about the same if no incentive program is provided. And given the City's significant investment in the water and sewer infrastructure in the SBBURD over the years, having all properties connected and off of septic and well systems would be positive for public health and safety.

**FISCAL EFFECTS**

This program will allow utilization of up to \$50,000 in SBBURD TIF funds for this program for the remainder of FY26. The SBBURD budget has capacity for this program allocation in FY26. The program will be evaluated at the end of FY26 and a determination will be made whether to propose extending it for FY27.

Utility Connection Support Program Summary  
SBBURD Urban Renewal Plan



(406) 698-3153  
SBURABILLINGS@GMAIL.COM  
DICKZIER@GMAIL.COM  
.....  
2139 BROADWATER AVE. STE F  
BILLINGS, MONTANA 59102

SOUTH BILLINGS URBAN RENEWAL  
CITY WATER AND SEWER PROPOSAL

1. APPROXIMATELY 72 HOMES IN OUR DISTRICT ARE NOT HOOKED UP TO CITY WATER AND SEWER.
2. THE SBURA BOARD HAS APPROVED UP TO \$5,000/APPLICANT TO ASSIST IN THE COST OF THE HOOK UP. THE MAXIMUM TIF AWARDS WOULD BE 10 OR A TOTAL OF \$50,000.00 ANNUALLY. THIS WOULD COME OUT OF FROM OUR RESIDENTIAL AND COMMUNITY ENHANCEMENT BUDGET BUDGETED CATEGORY OF \$250,000.00
3. THE SBURA BOARD WOULD RECEIVE APPLICATIONS AND A WRITTEN BID FROM AN APPROVED AND LICENSED CONTRACTOR FOR THE INSTALLATION OF THIS HOOKUP.
4. A. PROPERTY OWNER WOULD PAY THE CURRENT SYSTEM DEVELOPMENT FEE (CURRENTLY ABOUT \$2,442.00).
5. A LICENSED AND BONDED CONTRACTOR APPROVED TO WORK IN THE CITY APPLIES FOR THE CONNECTION PERMIT FROM THE CITY ENGINEERING AND PAYS THE FEE --- CURRENTLY \$139.00.
6. A CONTRACTOR WOULD PERFORM THE WORK, REQUEST AN INSPECTION, AND THE CITY WOULD INSPECT THE CONNECTION.
7. THE CITY INSPECTOR WOULD SKETCH THE SERVICE LAYOUT FOR CITY RECORDS.
8. POSSIBLY A SELF-CERTIFICATION BY THE LICENSED PLUMBER THAT THE WORK WAS PERFORMED TO CODE.
9. THE SBURA CONSULTANT WOULD PRESENT THE DOCUMENTATION TO THE SBURA BOARD FOR APPROVAL PRIOR TO STARTING THE PROJECT.

10. WHEN COMPLETED, THE SBURA CONSULTANT WOULD PRESENT THE DOCUMENTATION TO THE SBURA BOARD FOR APPROVAL TO RELEASE THE FUNDS TO THE APPLICANT, THIS DOCUMENTATION WOULD BE SENT TO THE CITY OF BILLINGS FINANCE DIRECTOR (ANDY ZOELLER) FOR PAYMENT. THIS DOCUMENTATION WOULD BE PAID INVOICES, PROFF OF APPROVAL OF THE CITY, AND A CERTIFICATE OF SATISFACTION PREPARED BY THE SBURA CONSULTANT.
  
11. THESE APPLICATIONS COULD BE APPROVED BY THE SBURA BOARD AND WOULD NOT REQUIRE BILLINGS CITY COUNCIL APPROVAL, AS THEY HAVE ALREADY APPROVED THE CONCEPT.
  
12. THE TIF AWARD WOULD NOT PAY FOR ANY OF THE PERMITTING FEES, JUST THE CONNECTION WORK DONE BY THE APPROVED PLUMBER OR CONTRACTORS.

**South Billings Urban Renewal Association Board Meeting**  
**Thursday 05/06/2025 6:00 p.m.**  
**Billings Hotel and Convention Center**  
**1223 Mallowney lane, Billings, MT**  
**Public Welcome (Zoom Access Provided)**

Call to Order: Scott Hanser, SBURA Board Vice President  
Courtesies: Welcome Visitors

**Meeting Protocol:** Visitors wishing to be recognized should raise their hand. Unrecognized remarks will not be acknowledged. Those wishing to offer public comment will be limited to three minutes.

**Agenda Additions/Deletions:** Item 9 moved to #4. Item 8 was removed from agenda

**Agenda Items:**

1. Approval of minutes for 04/01/2025 meeting- Scott  
Mike Mayott motioned, Andrew Houlihan seconded to approve the minutes **APPROVED**
2. Release of funds to Montana Trailhead Inn- Dick **INFORMATION**  
Dick updated the board that the funds had been released to MT Trailhead Inn in the amount of \$500,000.
3. Recreation campus groundbreaking ceremony fee split- Dick **ACTION**  
The groundbreaking ceremony is set for May 7, 2025 at 3:30 p.m. Dick asked the group to approve splitting the costs with Yellowstone Ice Foundation in the amount of \$4500.  
Andrew Houlihan motioned, Kevin Heaney seconded to approve paying \$4500 to split the cost. All in favor. **APPROVED**
4. Courts video by A&E Design **ACTION**  
Dick asked the group if they'd approve \$5,000 dollars for A&E to put together a video for the courts at the recreation campus. This video would be used to present to a variety of groups when trying to bolster donations.  
Mike Mayott motioned, Kevin Heaney seconded to approve \$5,000 for a marketing video. All in favor. **APPROVED**
5. City sewer hookup assistance- Dick/Andrew **ACTION**  
Discussion regarding SBURA creating a program to assist southside residents to hook into the city septic system. SBURA will allocate funds to be used for residents that apply for assistance. This will not be allowed to cover system development fees. Those fees must be paid by the homeowner, and this program will only serve to offset the cost to get them hooked up to the sewer.  
Mike Mayott motioned, Kevin Heaney seconded to approve \$50,000 fund to be used for applications pertaining to southside sewer hookups. Andrew Houlihan recused himself from the vote. All others in favor. **APPROVED**
6. FY26 Budget- Dick **ACTION**  
Dick briefly went over the proposed budget for FY26.  
Mike Mayott motioned, Andrew Houlihan seconded the proposed budget. All in favor **APPROVED**
7. Public comment on non-agenda items- none
8. Adjourn

|                                                                                                                                                                                 |                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p><b>Billings</b><br/>PUBLIC<br/>WORKS</p>                                                   | <p>Nick Christman<br/>Senior Engineering Technician<br/><a href="mailto:christmann@billingsmt.gov">christmann@billingsmt.gov</a></p> <p>EXCELLENCE INNOVATION INTEGRITY</p> |
| <p><a href="http://billingsmtpublicworks.gov">billingsmtpublicworks.gov</a><br/><a href="https://www.facebook.com/billingsmtpublicworks">facebook@billingsmtpublicworks</a></p> | <p><b>ENGINEERING</b></p> <p>316 N. 26<sup>th</sup> Street 5<sup>th</sup> Floor<br/>Billings, MT 59101<br/>P 406.657.8341</p>                                               |
|                                                                                                                                                                                 |                                                                                                                                                                             |

Subject: South Side septic addresses

Date: August 15, 2025 at 2:19 PM MDT

From: Christman, Nick<christmann@billingsmt.gov>

To: DZIER2@BRESNAN.NET

4144 FRANCES AVE

4140 FRANCES AVE

4132 FRANCES AVE

4120 FRANCES AVE

4116 FRANCES AVE

4112 FRANCES AVE

146 JACKSON ST

202 JACKSON ST

4121 ARDEN AVE

4131 ARDEN AVE

4145 ARDEN AVE

4110 ARDEN AVE

4112 ARDEN AVE

4114 ARDEN AVE

4116 ARDEN AVE

4140 ARDEN AVE

4142 ARDEN AVE

4146 ARDEN AVE

4141 CLEVINGER AVE

4137 CLEVINGER AVE

4146 CLEVINGER AVE

4142 CLEVINGER AVE

4136 CLEVINGER AVE

4130 CLEVINGER AVE

4126 CLEVINGER AVE

4122 CLEVINGER AVE

4118 CLEVINGER AVE

4114 CLEVINGER AVE

4145 VAUGHN LN

4141 VAUGHN LN

4137 VAUGHN LN

4133 VAUGHN LN

4129 VAUGHN LN

4121 VAUGHN LN

4111 VAUGHN LN

332 JACKSON ST

4146 VAUGHN LN

4138 VAUGHN LN

4124 VAUGHN LN

4118 VAUGHN LN

4116 VAUGHN LN

342 JACKSON ST

404 HILLVIEW LN

408 HILLVIEW LN

411 HILLVIEW LN

417 HILLVIEW LN

421 HILLVIEW LN

433 HILLVIEW LN

432 HILLVIEW LN

439 HILLVIEW LN

443 HILLVIEW LN

448 HILLVIEW LN

452 HILLVIEW LN

462 HILLVIEW LN

510 HILLVIEW LN

501 HILLVIEW LN

429 HALLOWELL LN

441 HALLOWELL LN

4129 MORGAN AVE

4125 MORGAN AVE

4117 MORGAN AVE

4115 MORGAN AVE

4105 MORGAN AVE

4101 MORGAN AVE

4108 MORGAN AVE

4114 MORGAN AVE

4130 MORGAN AVE

4136 MORGAN AVE

4142 MORGAN AVE

4124 MORGAN AVE

4137 MORGAN AVE

4150 MORGAN AVE

4154 MORGAN AVE

4123 RYAN AVE

4137 RYAN AVE

4139 RYAN AVE

545 JACKSON ST

sender and receiver, and the contents may be available for public disclosure and will be retained pursuant to the City's record retention policies. Emails that contain confidential information such as information related to individual privacy may be protected from disclosure under law. This message is intended for the use of the individual or entity named above. If you are not the intended recipient of this transmission, please notify the sender immediately, do not forward the message to anyone, and delete all copies. Thank you.

**Please note:**

The Planning Division is located on the 5<sup>th</sup> floor

The Community Development Division is located on the 4<sup>th</sup> floor

The Code Enforcement Division is located on the 2<sup>nd</sup> floor

All in City Hall at 316 N 26<sup>th</sup> St. Billings, MT 59101

---

**From:** Fogelsong, Mac <FogelsongM@billingsmt.gov>

**Sent:** Friday, August 22, 2025 8:27 AM

**To:** Friday, Wyeth <FridayW@billingsmt.gov>; Meling, Debi <melingd@billingsmt.gov>

**Cc:** dzier2 <dzier2@bresnan.net>; Zoeller, Andy <zoellera@billingsmt.gov>

**Subject:** RE: [EXTERNAL] FW: Send data from MFPB6D9CF 07/25/2025 09:37

Wyeth:

I think we'd run this program similar to any other utility connection—Here's the process:

- Property owner pays current sewer system development fee (currently about \$2442.00)
- A licensed and bonded contractor approved to work in the City applies for the connection permit from City Engineering and pays the fee—currently \$139.00
- Contractor performs the work, call for an inspection, and City inspects the connection
- City inspector sketches the sewer service layout for City records
- Maybe a self-certification by the licensed plumber that the work was performed to codes?

Engineering can notify the TIF that the work was completed for Contractor or property owner reimbursement.

Subject: RE: [EXTERNAL] FW: Send data from MFPB6D9CF 07/25/2025 09:37  
 Date: August 22, 2025 at 8:27 AM MDT  
 From: Fogelsong, Mac<FogelsongM@billingsmt.gov>  
 To: FridayW@billingsmt.gov, melingd@billingsmt.gov  
 Cc: dzier2@bresnan.net, zoellera@billingsmt.gov

Wyeth:

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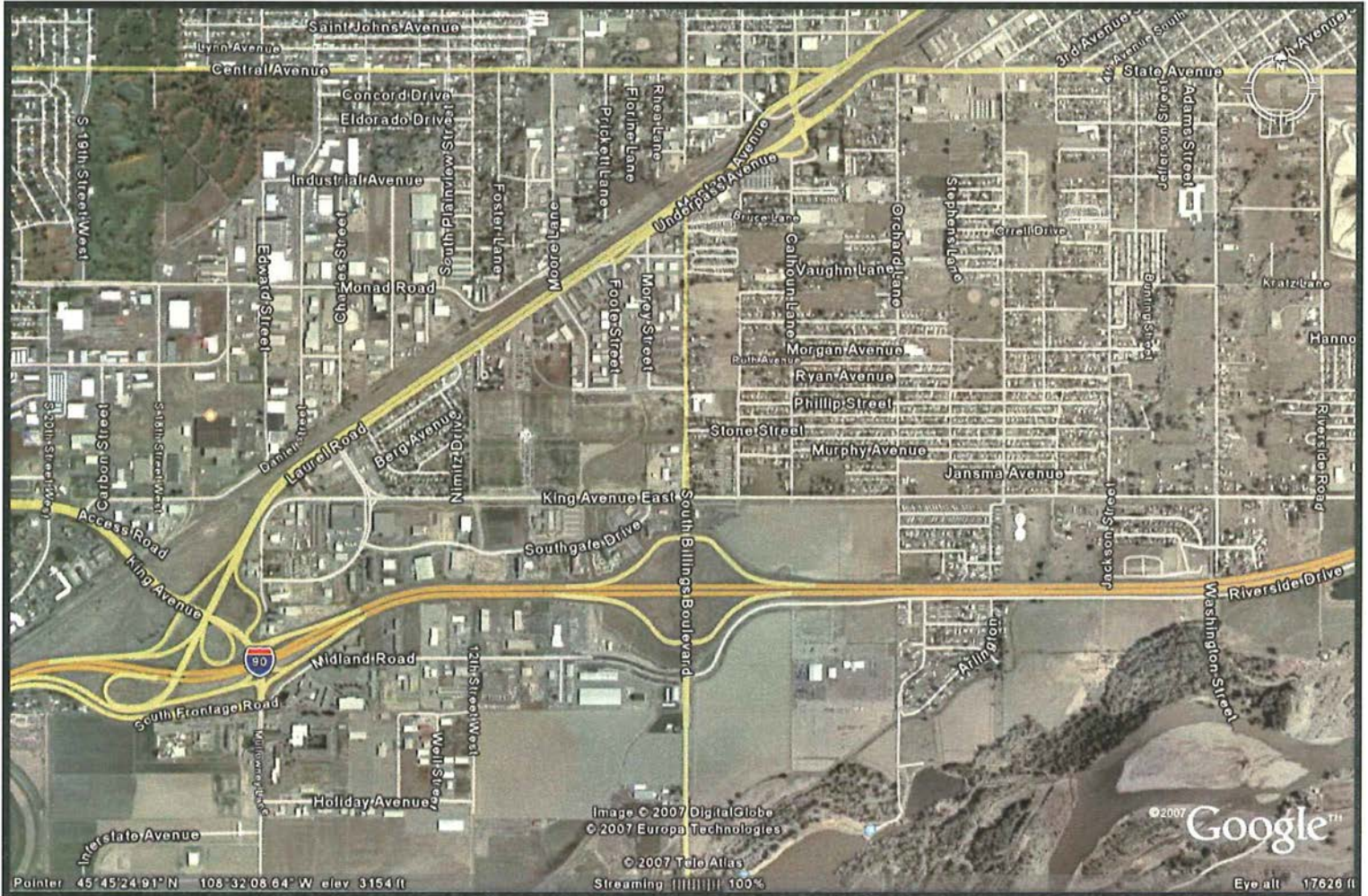
Engineering can notify the TIF that the work was completed for Contractor or property owner reimbursement.

Water could be similar, but currently has different system development fees (currently ranging from \$2000 (up to 5400 square foot lot) to \$3783 for up to 11,800 square foot lot).

-Mac

|                                                                                                                                                                                    |                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                 | <p><b>Mac L. Fogelsong, P.E.</b></p> <p>City Engineer</p> <p><i>fogelsongm@billingsmt.gov</i></p> <p>EXCELLENCE INNOVATION INTEGRITY</p> |
| <p><a href="http://billingsmtpublicworks.gov">billingsmtpublicworks.gov</a></p> <p><a href="https://www.facebook.com/billingsmtpublicworks">facebook@billingsmtpublicworks</a></p> | <p>ENGINEERING</p> <p>316 North 26<sup>th</sup> Street</p> <p>5<sup>th</sup> Floor</p>                                                   |

# Urban Renewal Plan for the South Billings Boulevard Urban Renewal District



Prepared by the Planning & Community Services Department  
Adopted by the Billings City Council on December 8, 2008  
Amended by the Billings City Council on July 22, 2019  
Amended by the Billings City Council on July 26, 2021

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## Acknowledgements

### 2008 Participants and Stakeholders

City of Billings

Ron Tussing, Mayor

City Council Members:

Richard (Dick) Clark

Mark Astle

Peggie Denney Gaghen

Jim Ronquillo

Vince Ruegamer

Chris "Shoots" Veis

Ed Ulledalen

Jani McCall

Denis Pitman

Larry Brewster

Planning and Community Services Department

Southwest Corridor Task Force Officers

Tom Ruschkewicz, Chair

Floyd Martin, Vice Chair

Alan Pomick, Treasurer

Debbie Rowe, Secretary

Big Sky Economic Development Authority

Downtown Billings Partnership

Stakeholders

Alene Malloy

Allen Krenz

Alta Dean

Arlene Bierwagen

Barbara Kipp

Barbara Prewett

Barry Wilson

Beth Kirkwood

Betty Hofstad

Betty Kegley

Beverly Bennetts

Bob Franks

Brandy Pmter

Brenda Estill

Brenda Ryan

Brian Reid

Bruce Burrows

Candice Reinschmidt

Carl Howard

Carol Atchley

Casey Ryan

Charles Deunow

Cindy Linse

Cindy Reid

Clarence Perkins

Clifton Burns

Coleen Apps

Connie Wagner

Connie Wittman

Cris Ruckman

Dale Kiel

Daryle Young

David Mora

Dean Haley

Dean Miller

Dennis Randall

Don Pell

Dorothy Plouffe

Doug Toomey

Duane Bender

Edyth Davis

Elanor Aukshun

Elissa Linse

Elsie Arntzen

Floyd Martin

Gary Cooper

Gary Tipton

Gene Frank

Gerald Apps

Georgia Kembel

Glen Kibbee

Gloria Krenz

Greg Sennett

Harriet Conklin

Ida Stuart

Irene Aure

James Lasater

Jay Hanson

Jean Randall

Jeannine Swoboda

## Stakeholders Continued

|                    |                    |                    |
|--------------------|--------------------|--------------------|
| Carol Dale         | Ed Gabbo           | Jed Porter         |
| Jerald Mohr        | Kevin Nelson       | Mary Ann Kraske    |
| Jerry Driscoll     | Lany Estill        | Mary Duenow        |
| Jimmie Frasch      | Leonard Bierwagen  | Maurice Muth       |
| Joan Dosch         | Linda Furlong      | Mavis Schultz      |
| JoAnne Moffet      | Linda Hayworth     | Mavis Wilkinson    |
| Joe Morin          | Linda Pettengill   | Mel Maier          |
| John Hoffman       | Linda Vansky       | Michele Johnson    |
| John Hurless       | Loren Bice         | Michelle Grasswick |
| Jon Gowan          | Louis Plouffe      | Mike Kenney        |
| Jon Rupprecht      | Lynn Toomey        | Mike Vinton        |
| Joyce Kenney       | Marc Swoboda       | Neal Armfield      |
| Joyce Pirrie       | Margaret Schantz   | Nelda Reimschmidt  |
| Judy Coles         | Margo Allen        | Paige Tipton       |
| Judy Mmiin         | Margo Smith        | Patrice Schuman    |
| Julie Bender       | Marian Leligdowizc | Pat Jensen         |
| Karen Hergett      | Marjorie Bishop    | Pat Morin          |
| Katherine Gowan    | Marlene Anderson   | Pat Newbury        |
| Kathy Doty         | Marlis Boadsack    | Pat Perkins        |
| Kathy Wilkinson    | Marlis Bufford     | Patsy Kahler       |
| Kelly Handley      | Martha Sheldon     | Patty Nordlund     |
| Kerri Tallerico    | Marvin Forquer     | Paul Hartman       |
| Paul Hendershot    | Rebekah Wales      | Richard Deis       |
| Richard Ruff       | Rick Leuthold      | Robbin Ostrum      |
| Robert Neal        | Robert Propelka    | Robyn Rupprect     |
| Roger Mollett      | Ron Herget         | Ron Kaneski        |
| Ron Kirkwood       | Ronald Schultz     | Roy Linse          |
| Sammy Handley      | Sandra Fiscus      | Shane Keehn        |
| Shanna Fredrickson | Sharon Franks      | Sharon Young       |

## 2019 Participants and Stakeholders

City of Billings

Bill Cole, Mayor

City Council Members:

Brent Cromley

Mike Yakawich

Frank Ewalt

Roy Neese

Denise Joy

Chris Friedel

Reg Gibbs

Penny Ronning  
Richard Clark  
Shaun Brown

South Billings Urban Renewal Association

Carolyn Rukstad  
Scott Hanser  
Debbie Keller  
Chuck Barrett  
Sam Hadley  
Mike Mayott  
Jeff Muri  
Zeier Consulting

City Administration  
City Finance Department  
Planning and Community Services Department  
Billings Police Department

**2021 Participants and Stakeholders**

City of Billings

Bill Cole, Mayor

City Council Members:

Kendra Shaw  
Mike Yakawich  
Frank Ewalt  
Roy Neese  
Denise Joy  
Danny Choriki  
Pam Purinton  
Penny Ronning  
Mike Boyett  
Shaun Brown

South Billings Urban Renewal Association

Carolyn Rukstad  
Scott Hanser  
Debbie Keller  
Andrew Houlihan  
Dick Zier  
Mike Mayott  
Jeff Muri  
Tevlin Consulting

City Administration  
Planning and Community Services Department

## **Section 1 – Introduction**

On May 12, 2008, the City of Billings adopted an ordinance creating the South Billings Boulevard Urban Renewal District (SBBURD) and established a Tax Increment Finance District. As part of this ordinance, an urban renewal plan and the boundaries of the tax increment finance district were adopted. Public participation for preparing the urban renewal plan involved public meetings and participation with the City of Billings, the Southwest Corridor Neighborhood Task Force, residents and property owners, Downtown Billings Partnership, and Big Sky Economic Development Authority.

In October of 2008, the City began a modification of the SBBURD to include three additional properties. Two of these properties were recently annexed and contiguous to the existing SBBURD; therefore, the properties are now eligible to be included within the SBBURD. The third property is contiguous and requested an expansion of the district boundary. The modification of the urban renewal plan will reflect the addition of those properties.

The December 2008 modification of the urban renewal plan:

- Served as a framework for the official urban renewal plan.
- Fulfilled Montana state law.
- Updated and define district boundaries.
- Classified blight
- Set forth the protocol for its authorization, execution, and management.
- Illustrated the development opportunities.
- Documented baseline taxable property values and potential areas for redevelopment

The July 2019 amendment of the urban renewal plan:

- Identified future projects and programs.
- Ensured the City has the option to bond future projects.
- Updated the 2008 Plan to reflect the 2019 amendment process.

The July 2021 amendment of the urban renewal plan expands the boundary of the SBBURD to add five new properties to the District (see Appendix I).

## **Section 2 - Definitions**

The following terms have the following meanings unless a different meaning is clearly indicated by the context:

1. "Agency" or "urban renewal agency" means a public agency created by Section 7-15-4232 of the Montana Code Annotated.
2. "Blighted area" means an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs the sound growth of the city or its environs; retards the provision of housing accommodations; or constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- a. The substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;
  - b. Inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
  - c. Inappropriate or mixed uses of land or buildings;
  - d. High density of population and overcrowding;
  - e. Defective or inadequate street layout;
  - f. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
  - g. Excessive landcoverage;
  - h. Unsanitary or unsafe conditions;
  - I. Deterioration of site;
  - J. Diversity of ownership;
  - k. Tax or special assessment delinquency exceeding the fair value of the land;
  - L. Defective or unusual conditions of title;
  - m. Improper subdivision or obsolete platting;
  - n. The existence of conditions that endanger life or property by fire or other causes; or
  - o. Any combination of the factors listed in the subsection (2).
3. "Bonds" means any bonds, notes, or debentures (including refunding obligations) authorized to be issued pursuant to Section 7-15-4300 MCA.
  4. "Clerk" means the clerk or other official of the municipality who is the custodian of the official records of the municipality.
  5. "Local governing body" means the council or other legislative body charged with governing the municipality.
  6. "Mayor" means the chief executive of a city or town.
  7. "Municipality" means any incorporated city or town in the state.
  8. "Redevelopment" may include:
    - a. acquisition of a blighted area or portion of the area;
    - b. demolition and removal of buildings and improvements;
    - c. installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the area the urban renewal provisions in accordance with the urban renewal plan; and
    - d. making the land available for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the municipality itself, at its fair value for uses in accordance with the urban renewal plan. If the property is condemned pursuant to Title 70, chapter 30, the private enterprise or public agencies may not develop the condemned area in a way that is not for a public use.
  9. "Urban renewal area" means a blighted area that the local governing body designates as appropriate for an urban renewal project or projects.
  10. "Urban renewal plan" means a plan for one or more urban renewal areas or for an urban renewal project. The plan:
    - a. must conform to the growth policy if one has been adopted pursuant to Title 76, chapter 1; and;
    - b. must be sufficiently complete to indicate, on a yearly basis or otherwise:
      - i. any land acquisition, demolition, and removal of structures; redevelopment;

- improvements; and rehabilitation that is proposed to be carried out in the urban renewal area;
- ii. zoning and planning changes, if any, including changes to the growth policy if one has been adopted pursuant to Title 76, Chapter 1;
  - iii. land uses, maximum densities, building requirements; and
  - iv. the plan's relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.

### **Section 3 – Background**

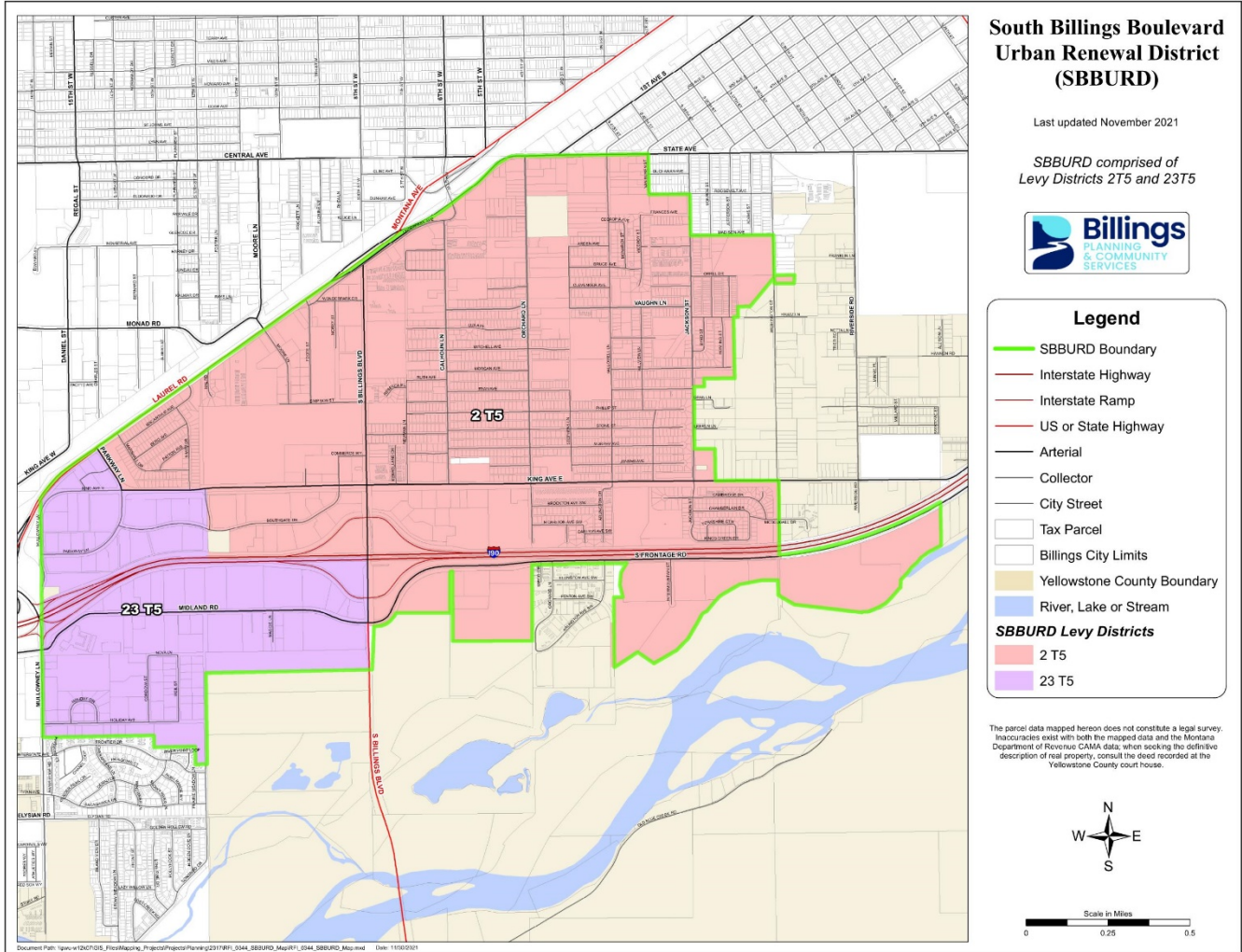
The South Billings Boulevard Urban Renewal District (the “District”) lies within the City of Billings (the “City”), is situated between major transportation routes, and stretches from the east side of the King Avenue Overpass east to Washington Street and from State Avenue South to the city limit boundaries. Located within the district is Interstate Highway 90 and the major railway line through the city. Map 1 shows the boundary of the SBBURD.

The District lies within the Southwest Corridor Neighborhood Task Force. The task force was created in the early 1990's in response to the growing problem with the roadway interchanges and associated issues. For a while, the Task Force was a more diverse body that handled many issues for the Southwest Billings community. The Task Force has not been active for the past several years (2019-2021). Existing land uses and current zoning are shown on Maps 2 and 3.

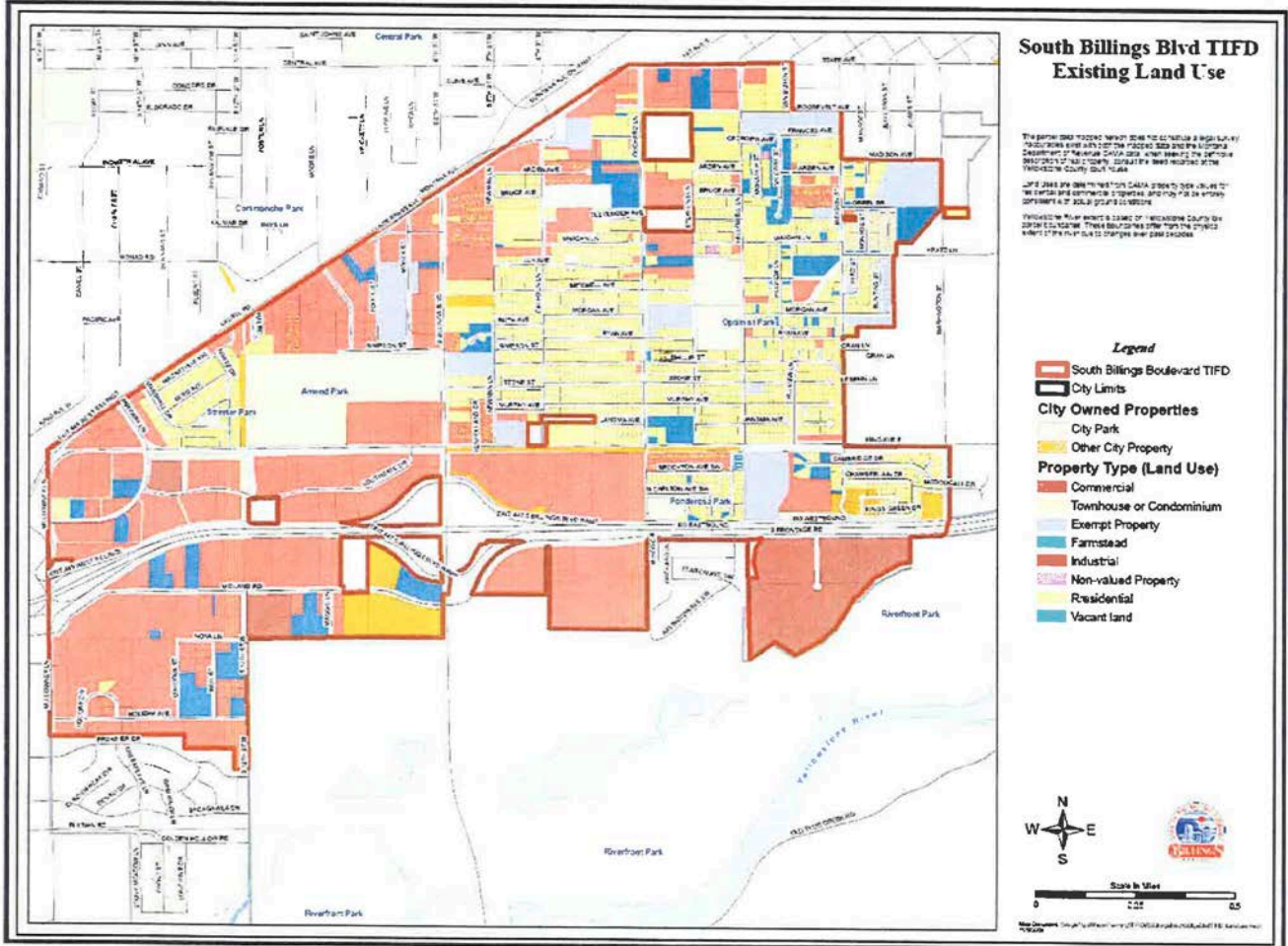
A closer look at this neighborhood shows an established area of mixed residential and commercial uses. This area also includes three elementary schools and one middle school. Some areas include unimproved streets with no sidewalk, curb, or gutter. In addition, many areas were not served by municipal water and sewer or there was old, inadequate water and sewer infrastructure. Many of the concerns raised by residents within the district center around routes for children to get to school, including bus routes that run on unimproved streets and children walking down the street instead of sidewalks to get to school. Many of these infrastructure deficits have been addressed as evidenced by the project list updates in Section 13 of this Plan.

Due to the location, the South Billings Boulevard Urban Renewal District has a tremendous amount of potential to become a major economic force. With the interstate corridor located in this district, the potential exists for this area to become a major destination place for retail, goods and services, manufacturing, and entertainment.

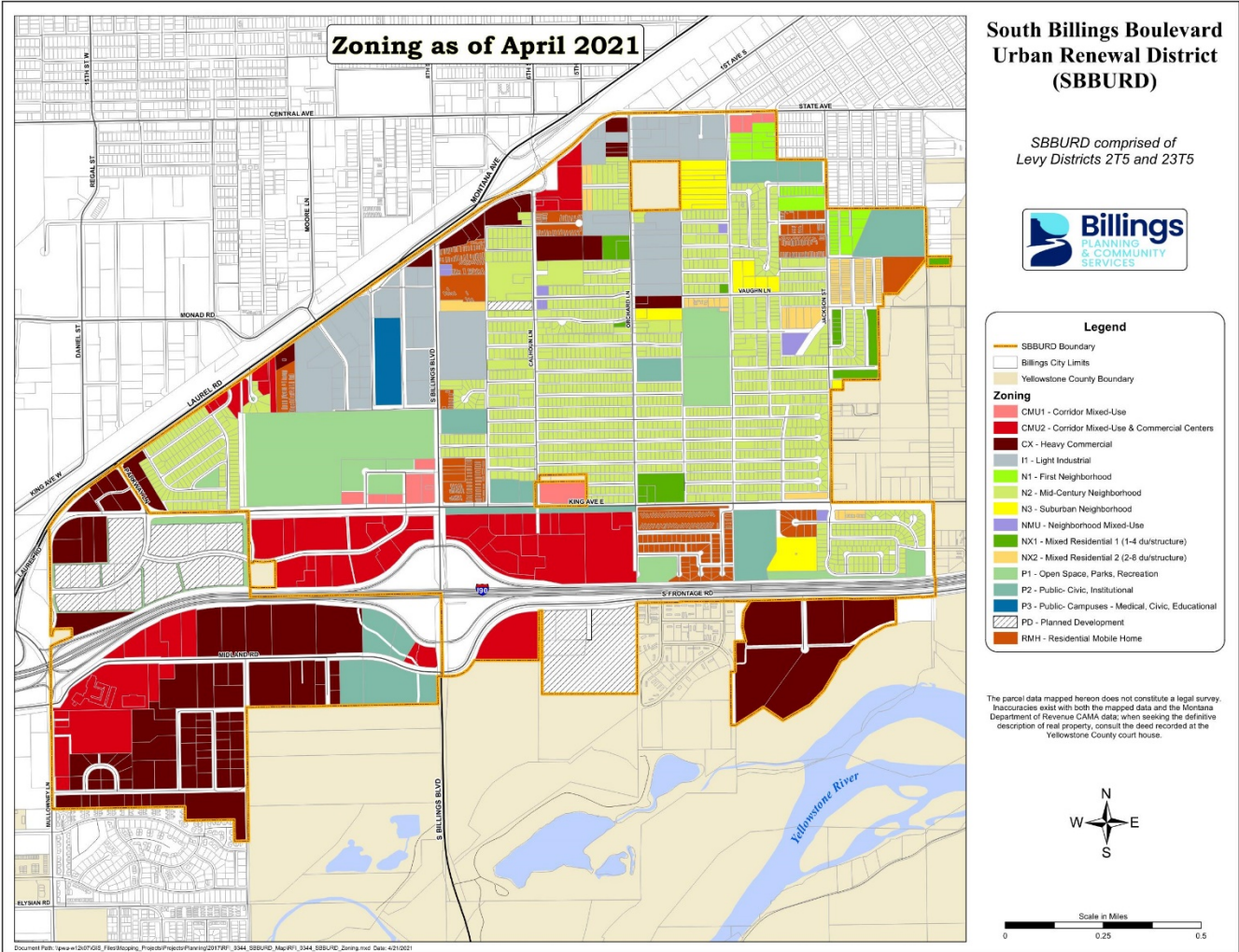
# Map 1. South Billings Boulevard Urban Renewal District



Map 2 – Existing Land Uses



Map 3. South Billings Boulevard Urban Renewal District Existing Zoning



## **Section 4 - Description of Blight**

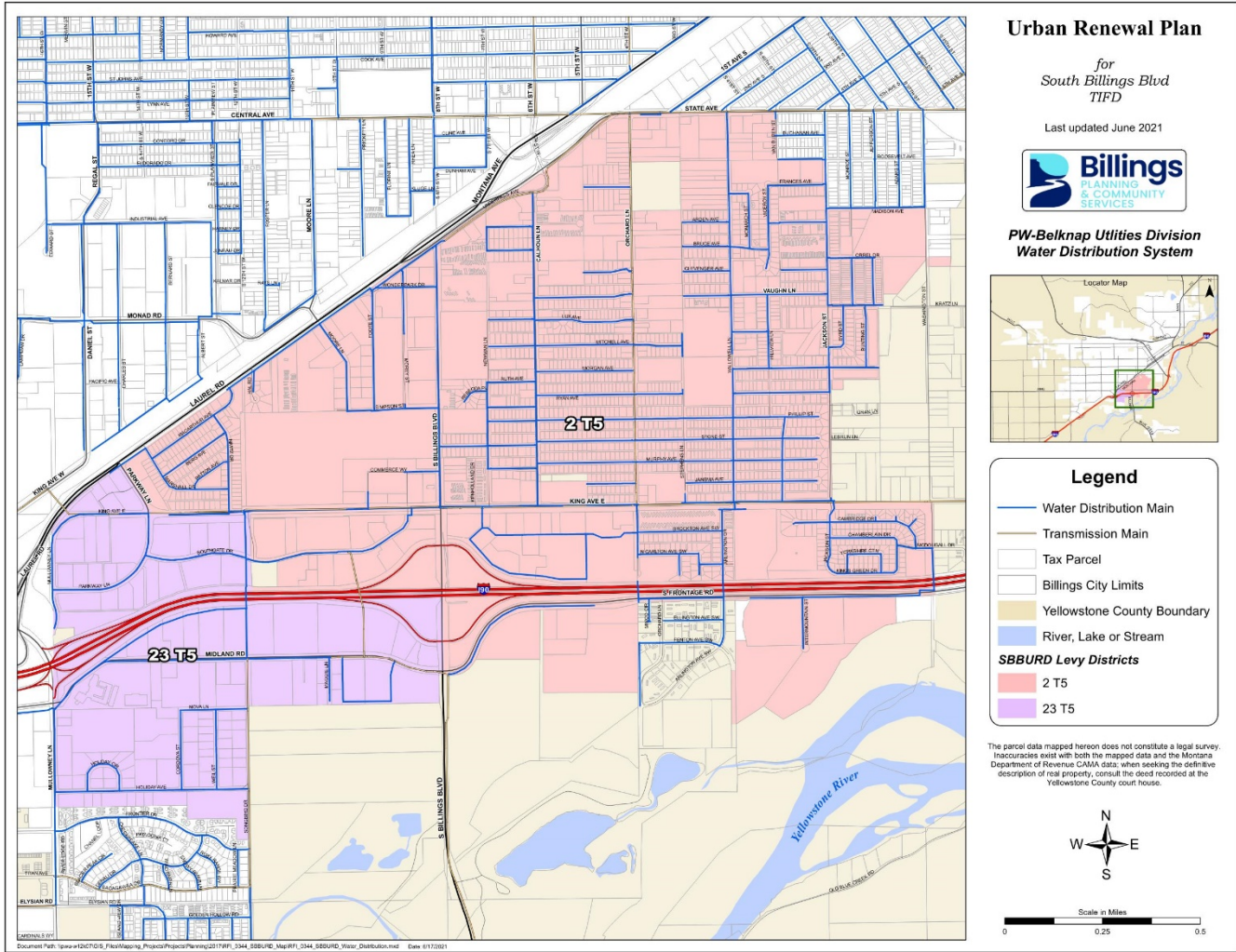
A requirement of Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, is to justify an urban renewal plan supported through a tax increment finance district through the determination of blight. Blight is defined as an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs the sound growth of the city or its environs; retards the provision of housing accommodation; or constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;
- inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
- inappropriate or mixed uses of land or buildings;
- high density of population and overcrowding;
- defective or inadequate street layout;
- faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- excessive land coverage;
- unsanitary or unsafe conditions;
- deterioration of site;
- diversity of ownership
- tax or special assessment delinquency exceeding the fair value of the land;
- defective or unusual conditions of title;
- improper subdivision or obsolete platting;
- the existence of conditions that endanger life or property by fire or other causes;
- any combination of the factors listed

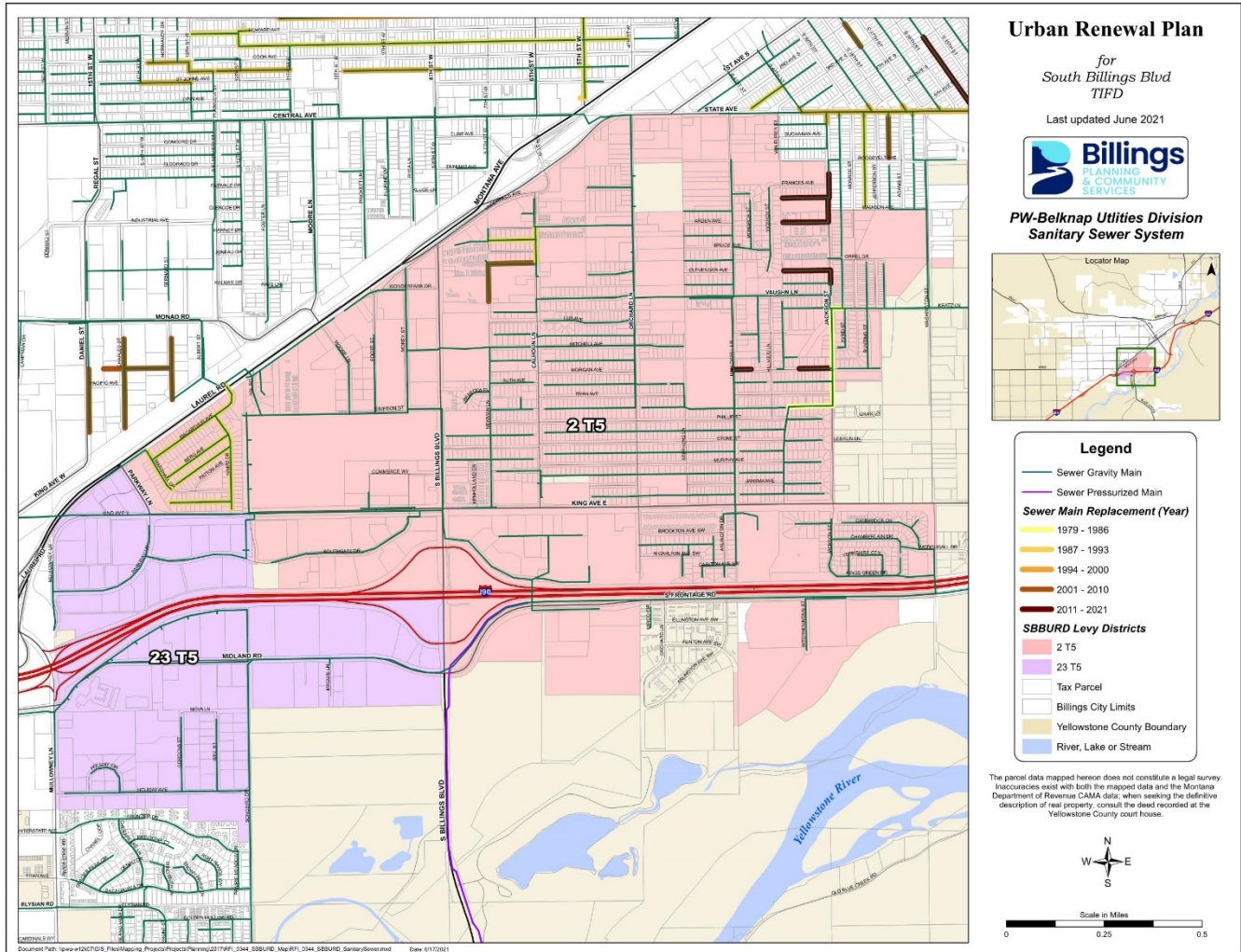
## **Section 5 - Summary of Blight**

The area in the proposed district contains a great deal of blight. Within the district there is substantial structural deterioration, long-term land vacancy, and significant infrastructure needs. Several of the commercial buildings in the district are vacant or deteriorated and need demolition. Many of the sidewalks are cracked or nonexistent, alleys are deteriorated, and, in general, much of the area is below City standards. In contrast to the above, there are certain properties within the District in good repair but included in the District to allow for a contiguous block of land within the district; and because pockets of revitalization cannot be sustained if areas of neglect and blight surround them. Over time, without continued managed urban renewal, even these success stories will once again decline in taxable value. Portions of the District fall into the blighted, neglected, and under-utilized categories. Maps 4 and 5 show the past infrastructure conditions within the district.

# Map 4. Water Distribution System.



# Map 5. Sewer System



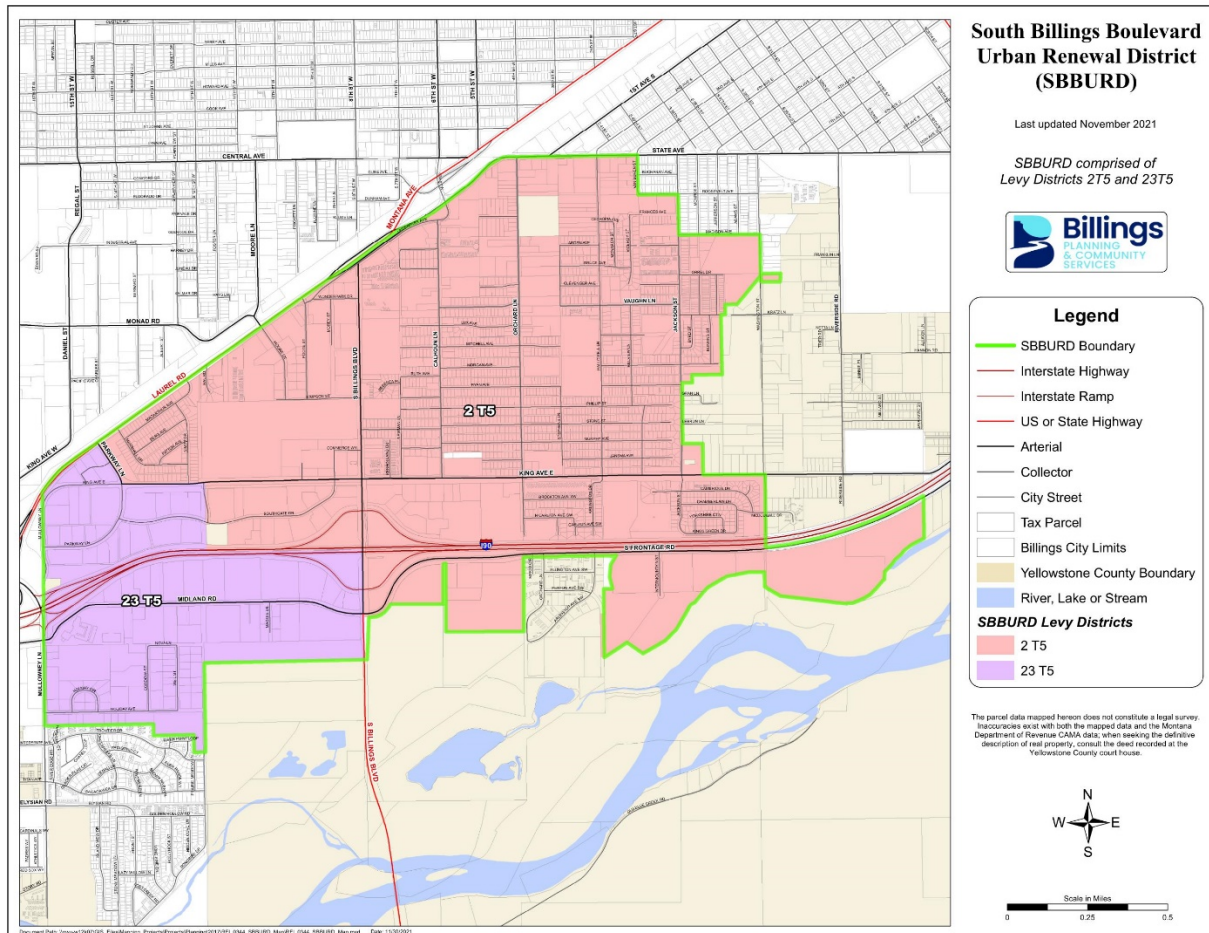
## **Section 6 - The Site and Its Relationship to the City**

The South Billings Boulevard Tax Increment Finance District (“TIFD”) and Urban Renewal District is located 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 where economic development opportunities are numerous. In addition, numerous service-related, commercial, industrial, parks and recreation and housing choices are located within the District. Map 6 below shows the TIFD boundary in relationship to the rest of the city.

## **Section 7 - Description of the District Boundary**

Starting at the intersection of State Avenue and Van Buren Street, thence in a southerly direction along the centerline of Van Buren Street to the intersection of Van Buren Street and Roosevelt Avenue, thence in an easterly direction along the centerline of Roosevelt Avenue to the intersection of Roosevelt Avenue and Jackson Street, thence in a southerly direction along the centerline of Jackson Street to the intersection of Jackson Street and Madison Avenue, thence in an easterly direction along the centerline of Madison Avenue to the intersection of Madison Avenue and Washington Street, thence in a southerly direction along the centerline of Washington Street to the intersection of the centerline of Washington Street and the extension of a line 10 feet north and parallel to the north line of the northern boundary of Lot 7, Willis Subdivision, thence in an easterly direction to the existing City of Billings city limit boundary, thence along said existing City of Billings city limit boundary to the north Right-Of-Way line of Interstate 90, thence in a southerly direction and crossing said Right-Of-Way to the south Right-Of-Way line of Interstate 90, thence in an easterly direction and along said south right-of-way to the extended east line of Certificate of Survey No. 1591, thence in a southerly and crossing South Frontage Road to the northeast corner of said Certificate of Survey point also being on the existing City of Billings city limit boundary, thence in a southerly and westerly direction and following said existing City of Billings limit boundary to a point which intersects with the extension of the southern boundary of Tract 1, C/S 2834, thence in a westerly and northerly direction along said southern boundary of Tract 1, C/S 2834 and southern boundary of Block 4 of Weil Subdivision to the intersection with the centerline of Mullowney Lane, thence in a northerly direction and along said centerline of Mullowney Lane and its projection to the centerline of Laurel Road, thence in a northeasterly direction and along said centerline of Laurel Road to its intersection with State Avenue, thence in an easterly direction and along said centerline of State Avenue to the point of beginning of intersection of State Avenue and Van Buren Street. Excluding all unincorporated land within the boundary.

Map 6. SBBURD Boundary in relation to City and County Limits in the area.



## Section 8 - Planning Process

### Stakeholder and Community Participation

The initial concept of developing a Tax Increment Finance District and an Urban Renewal Plan in the South Billings Boulevard area was brought forward by the City of Billings, Big Sky Economic Development Authority, and the Downtown Billings Partnership. After discussions and meetings with the Southwest Corridor Task Force, it was determined that a steering committee would be established to move forward with the development of an Urban Renewal Plan for the creation of the South Billings Boulevard TIF District. After discussions with the participating members, it was apparent that direct communication with business owners, landowners and public participation was critical for the project to be a success. Two public meetings were scheduled to open dialogue on the proposed Urban Renewal Plan and TIF District process, and to set goals and objectives of the project. It also became clear that a grass-roots effort conducted and led by the property owners themselves was needed.

In October of 2008, the City began an urban renewal plan modification process to include three additional properties to the district pursuant to Montana Code section 7-15-4221. All property owners affected by the urban renewal plan modification were notified by mail of the public hearing on the Urban Renewal Plan held November 24, 2008.

In May 2019, the City, in coordination with the South Billings Urban Renewal Association, began the process to amend the South Billings Urban Renewal Plan. All property owners affected by the urban renewal plan amendment were notified by mail of a public meeting to discuss and receive public comment on the Plan amendment on May 30, 2019. All property owners affected by the urban renewal plan amendment were also notified of the public hearing on the Urban Renewal Plan held July 8, 2019.

In summer 2020, City staff in coordination with the South Billings Urban Renewal Association and its consultant, began discussion of expanding the District Boundary to include additional properties. The proposed expansion was brought to the City Council at a December 2020 Work Session for review and discussion. The Council at that meeting directed staff to move the process to expand the District forward in 2021. All property owners whose property was proposed to be included in the District expansion were notified of the public hearing on the Urban Renewal Plan held July 12, 2021.

### **Urban Renewal Plan**

The Urban Renewal Plan is the tool that governs what public improvements are needed and desired within the District. Through public meetings and meetings at the Southwest Corridor Task Force, neighborhood needs, and projects were identified.

With input from property owners and the identification of goals and objectives, the City of Billings moved forward with the completion of the Urban Renewal Plan. A draft was reviewed with the property owners and the Southwest Corridor Task Force prior to review by the City of Billings City Council.

The high level of transparency and frequency of meetings has ensured that a large local constituency has been involved, and as many stakeholders as possible participate and approve of the plan.

### **Eminent Domain**

In no case shall eminent domain be used as a tool in the redevelopment of the South Billings Boulevard Urban Renewal District except as a last resort in the case of needed public infrastructure improvements and/or rights-of-way.

### **Residential Relocation Plan**

If a residential structure requires relocation as a result of right-of-way acquisition and/or a public infrastructure construction project, that is partially or fully funded with federal assistance (Housing and Urban Development, Federal Highway, etc.), the City of Billings shall abide by the Uniform Relocation Assistance Act.

## **Planning, City Administration and Legal Review**

During the many meetings with the local property owners and the Southwest Neighborhood Task Force, it was decided to begin the process of finalizing the urban renewal plan and take it to the City Council before the end of 2007. The Urban Renewal Plan was sent to the City Legal Department and City Administration for review and comments. Comments and recommendations from both City Legal and City Administration were taken into account and incorporated into this Plan.

The Plan was also sent to the Yellowstone County Board of Planning for its review and recommendations regarding the plan's conformity to the City's 2003 Growth Policy Plan. A recommendation of approval was passed by the Planning Board on October 23, 2007. The plan was then presented at a City Council Work Session on November 5, 2007. The public hearing and first reading of the Ordinance was held by the City Council on November 26, 2007 with the second reading and final adoption on December 10, 2007.

A modification to the SBBURD plan began in October of 2008. On November 10, 2008, the Billings City Council passed a Resolution Declaring Blight, Intent to Modify the District, and Setting a Public Hearing Date. The Yellowstone County Board of Planning reviewed the modified Urban Renewal Plan and made recommendations to the City Council regarding the Plan's conformity with the 2003 Growth Policy on November 12, 2008. The affected property owners were notified of the Plan's modification and public hearing notices were published on November 6, 2008 and November 13, 2008 for the first reading and public hearing on the modification of the Plan.

The City initiated an amendment to the Plan in May 2019 to ensure future projects contemplated by the City and via public comments and recommendations would be possible if funded by bonding or directly through tax increment funds generated by the SBBURD. The process to amend the Plan has followed the process described in Montana Code as follows: The Yellowstone County Board of Planning reviewed the modified Urban Renewal Plan and made recommendations to the City Council regarding the Plan's conformity with the 2016 Growth Policy on June 25, 2019. The affected property owners were notified by mailed postcard of the Plan's modification, and public hearing notices were published on June 28, 2019 and July 5, 2019 for the first reading and public hearing on the Plan amendment.

The City initiated an expansion to the SBBURD boundary in December 2020 to include additional properties in the District. The process to expand the District has followed the process described in Montana Code as follows: The Yellowstone County Board of Planning reviewed the modified Urban Renewal Plan and made recommendations to the City Council regarding the Plan's conformity with the 2016 Growth Policy on April 13, 2021. The City Council acted upon a Resolution of Intent to expand the boundaries of the District on May 10, 2021 and set a public hearing date to act on an ordinance to expand the District in July 12, 2021. The affected property owners were notified by mailed letter of the District expansion, and public hearing notices were published for the first reading and public hearing set for July 12, 2021.

## **Financial Programming**

The City of Billings, to ensure a sound and adequate financial program to fund projects, has concluded the following: For every \$1 million dollars of increased market value, assuming Class 4 (commercial) property @ 3.01 % taxable rate and a mill levy of \$0.55, it is anticipated that an increment value of approximately \$14,500 will be generated yearly.

## **Modification of SBBURD Plan**

The SBBURD may be modified at any time by the City Council as necessary to eliminate and prevent the development or spread of blighted areas and encourage urban rehabilitation. The process for plan modification shall follow the procedures set forth in 7-15-4212 through 7-15-4219 MCA, with respect to initial adoption of this Plan. For purposes of urban renewal district boundary changes only, the notice of public hearing, as described in 7-15-4215 MCA, may only be mailed to those owners whose properties are situated within the area of expansion or contraction of the Urban Renewal District boundaries. In cases where the boundaries are not modified, but the contents of the urban renewal plan are substantially modified, notification shall be mailed to all owners of property within the District area.

## **Section 9 - Housing (Conservation of Existing Affordable Housing)**

Housing is an important element to the District. Providing the District with housing opportunities is vital to the sustainability of the District. With housing opportunities, individuals and families can live and work within the District. This provides a dual benefit; first, the commute to work for individuals will be reduced and second, the businesses within the District will have a local work force to draw from.

Current housing in the area consists of single-family, duplex, and multi-family units and include rental units and owner-occupied. Also, manufactured home parks are located within the District. The main concentration of housing is in the central and eastern portion of the District. During the summer of 2007, the Planning Division developed a map of existing housing conditions within the City of Billings. The information was generated through the Yellowstone County CAMA (Computer Assisted Mass Appraisal) detail system. Properties were queried that were labeled as either unsound, poor, fair, or incomplete. This resulted in approximately 2,390 properties within the city limits that met this query. Out of the 2,390 city properties, 562 or 24% were located in the SBBURD. Of the 562 residential structures, seven were rated as unsound, 184 as poor and 371 as fair.

Future housing for the District is encouraged to be developed for the goal of ownership. When rental housing occurs, such facilities shall be developed in connection with mixed-uses and managed by a company that will provide active policy measures to eliminate crime and blight. Approval of multi-family housing will require either a Zone Change or Special Review request that requires approval by the City Council.

Housing in the area shall also be designed to cater to a variety of income demographics as well. All current affordable housing needs in the District shall be accounted for through the development of owned and rental housing that remain within the District. Housing for mid- and higher-level income

groups shall also be encouraged. To avoid creation of substandard housing or encourage future blight, mixed-use housing developments shall incorporate all income demographics within the same project in a safe and positive way.

## **Section 10 - Transportation and Pedestrian Circulation**

The transportation and circulation situation in the TIF District should be a major focus during redevelopment of the area. Traffic patterns and access issues can affect the function and livability of a community or neighborhood.

During discussions and public meetings, it was apparent the current street conditions and lack of adequate transportation and pedestrian facilities was a high priority for property owners. The majority of traffic that comes into the District is either pass-through or destination traffic to the major transportation routes located within the District. In addition, the lack of sidewalk and pedestrian routes is a concern with the number of schools and parks located in the District. Safe and attractive pedestrian amenities, such as sidewalks, boulevards, crosswalks, improved signage and shelters or benches would greatly enhance pedestrian experiences.

## **Section 11 - Public Services and Facilities**

Currently there are four public schools located within the District; three elementary schools and one middle school. A concern mentioned many times by residents was the lack of sidewalks for school children to get to school. It was observed that many students are walking directly in the street due to a lack of sidewalks. The creation of a Safe Routes to School Plan should be created to address this concern. In addition to schools, there are several developed parks located in the District. Amend Park provides a multi-use facility for soccer and rugby as well as picnic sites and shelters. Optimist Park has a variety of amenities that include basketball courts, jogging trails, playground, softball and baseball fields and picnic areas. Ponderosa Park provides horseshoe courts, playground, softball and baseball fields and soccer and rugby fields. The City of Billings also provides services to the District with MET Transit and the Southgate Cop Shop. Currently two MET routes serve the neighborhood; the Central and the Southside Loop. Both of these routes travel to and from the Stewart Park and Downtown Transfer Centers. The Southgate Cop Shop was reopened in May of 2007 and operates on Monday, Wednesday and Friday from 4 - 7 p.m. The station is a neighborhood police contact center currently staffed by volunteers. Residents are encouraged to use the Cop Shop to report crimes, suspicious activities or obtain information and assistance.

## **Section 12 - Infrastructure and Utilities**

The District has infrastructure and utilities deficiencies that need to be addressed prior to any large influx of redevelopment or new building construction. Water and sewer conditions need to be addressed due to out of date installations, inadequate lines, or increases in impacts to existing structures.

The storm water drainage situation is particularly troublesome as many areas either have inadequate storm water facilities or none at all.

By upgrading infrastructure and utilities, therein lies the opportunity for more attractive development opportunities.

### **Section 13 - Urban Renewal Projects and Programs**

The Urban Renewal Projects were identified by property owners within the District during the public meetings at the time the Plan was first adopted in 2008 and also during the amendment process in 2019. Information for the 2008 Plan adoption process utilized the Southwest Corridor Task Force meetings and delivery through comments mailed to the Planning Division. For the 2019 amendment process, a public meeting was held at Orchard Elementary School on May 30, 2019 where projects ideas and comments were collected, as well as at the South Billings Urban Renewal Association meeting on June 4, 2019. It is the City's intent to use tax increment to finance public improvement projects. In addition to TIF financing, the City may also use Special Improvement District financing as well as grant funding through, but not limited to, the Community Development Block Grant Program. By combining funding opportunities, more projects will be able to be completed.

The project and program list below encompasses both items included in the 2008 Plan as well as the new project recommendations for the 2019 Plan amendment. The items are identified by the year:

#### **2008 Project and Program Recommendations:**

**Project:** Traffic calming measures on Calhoun and Orchard Streets. (Completed)

**Project:** Street improvements on Newman Drive between Simpson and Stone Streets, install curb and gutter. (Completed)

**Project:** Pave, curb, and gutter on Simpson from Calhoun to Newman.

**Project:** Widen, curb and gutter (where needed) and repave Calhoun the full length. (Completed)

**Project:** Widen, curb and gutter (where needed) and repave Orchard the full length. (Completed)

**Project:** Widen, curb and gutter (where needed) and repave Hallowell the full length. (Under Construction 2021)

**Project:** Widen, curb and gutter and install bike path or sidewalk the full length of King Avenue East from Parkway to Riverside Drive. (Completed to Jackson Street)

**Project:** Safety to school plan. (SRTS Maps Updated, Plan Update in 2021/2022)

**Project:** Crosswalks within the District (where needed).(In Progress)

**Project:** Sidewalks within the District (where needed). (In Progress)

- Project:** Street lights along King Avenue East. (In Progress)
- Project:** Street widening at Optimist Park. (Addressed with Hallowell Lane Project)
- Project:** 4100 Block of Vaughn Street - sidewalk. (Included in FY22 CIP – Jackson to Hallowell)
- Project:** 4100 Block of Vaughn - public sewer needed, drain fields failing. (Included in FY22 CIP – Jackson to Hallowell)
- Project:** Bike/pedestrian routes along King Avenue. (Mostly Completed, section east of Jackson Street)
- Project:** Sewer improvements on South Billings Boulevard from Mitchell north to Underpass Road. Sewer line currently runs east under adjoining residential development. (Completed)
- Project:** Repave Morgan Avenue between Hallowell Lane and Jackson Street include sidewalks, streetlights. (Included in FY22 CIP)
- Project:** Install public sewer along Morgan Avenue that includes storm water improvements. (Included in FY22 CIP)
- Project:** More bike trails throughout neighborhood. (In Progress)
- Project:** Park improvements for Little League and soccer leagues. (Amend Park and Optimist Park projects addressing this need)
- Project:** Community Resource Officer within the neighborhood to steer kids away from drugs and promote a safe neighborhood. (Coordination between SD#2 and City PD is ongoing)
- Project:** Pave Newman Lane behind Newman Elementary School. (Completed)
- Project:** Storm water improvement at the Northeast corner of Phillip and Hallowell. (Addressed with Hallowell Lane Project)
- Project:** Need school zone signage at Newman Elementary School. Completed)
- Project:** Installation and improvement of municipal water and sewer lines within the District. (Completed)
- Project:** Installation of sidewalks on Jackson Street (where needed). (In Progress)
- Project:** Stop light at South Billings Boulevard and Midland Road. (Completed)
- Project:** Neighborhood wide traffic study for traffic calming strategies. (In Progress through SRTS and Complete Streets efforts)

**Project:** Assess adequacy of fire hydrants throughout the neighborhood and add fire hydrants as needed. (Not Completed)

**Project:** Traffic light at State Avenue and Hallowell Lane. (Completed)

**Project:** Continuation of streetlights on Jackson to King Avenue. (Not Completed)

In addition to property owner identification of projects for the District, the City of Billings Public Works Department has several ongoing or future infrastructure projects scheduled. These projects include the following:

- **Orchard Lane** - Replacement of a water main in Orchard Lane from just south of King Avenue East to Underpass Avenue. (Completed)
- **Calhoun Lane** – Replacement of water main in Calhoun Lane from King Avenue East to Underpass Avenue. (Completed)
- **Jackson Street** - Jackson Street is split into two phases. The first phase will provide sidewalk and drive approaches on the west side of Jackson Street from King Avenue East to Ryan Avenue. The second phase will provide drive approaches, sidewalk, curb and gutter, and ADA ramps along both sides of Jackson Street from State Avenue to Kratz Lane. (Completed)
- **Newman Lane and Bruce Avenue** - Sanitary sewer rehabilitation work was completed in the TIF District in 2007 at Newman Lane and Bruce Avenue.

## 2021 SBBURD Gravel Street Inventory – Programming in Current or Future CIP

| Branch Name      | To                                | From                      |
|------------------|-----------------------------------|---------------------------|
| ARDEN AVE        | JACKSON STREET                    | VICEROWY STREET           |
| BRUCE Ave        | HALLOWELL                         | STEPHENS                  |
| CLEVENGER AVENUE | 600' W OF JACKSON ST              | JACKSON ST                |
| FRANCES AVENUE   | ORCHARD LANE                      | END W. ORCHARD LANE       |
| HILLVIEW LANE    | MORGAN AVE                        | ALLEY N OF PHILLIP STREET |
| HILLVIEW LANE    | VAUGHN LANE                       | MITCHELL AVENUE           |
| HOLIDAY AVENUE   | SONGBIRD DRIVE                    | WELL STREET               |
| MCDUGALL DRIVE   | CUL-DE-SAC E OF WASHINGTON STREET | WASHINGTON STREET         |
| MITCHELL AVENUE  | HILLVIEW                          | HALLOWELL                 |
| MONROE STREET    | MADISON AVENUE                    | 371'S. MADISON AVE        |
| MOREY STREET     | UNDERPASS AVENUE                  | WONDERPARK DRIVE          |
| MOREY STREET     | END OF GRAVEL                     | SIMPSON STREET            |
| MULLOWNEY LANE   | 320' N/O PARKWAY LN               | 130' S/O PARKWAY LANE     |
| NEWMAN LANE      | LUX AVENUE                        | RUTH LANE                 |
| NOVA LANE        | SONGBIRD DRIVE                    | WELL STREET               |
| RYAN AVENUE      | JACKSON STREET                    | HALLOWELL LANE            |
| SONGBIRD DRIVE   | MIDLAND ROAD                      | FRONTIER DRIVE            |
| STEPHENS LANE    | ARDEN AVENUE                      | VAUGHN LANE               |
| STEPHENS LANE    | SIMPSON STREET                    | RYAN AVENUE               |
| STEPHENS LANE    | ALLEY N OF JANSMA AVENUE          | ALLEY S OF JANSMA AVE     |
| VAUGHN LANE      | JACKSON                           | HALLOWELL                 |

FY 2022 SBURD Project

FY 2021 City Project and SID

Proposed Future CIP Inclusion

### 2019 Project and Program Recommendations:

**Parks & Recreational Amenities** – Construct and enhance public facilities that will increase the quality or quantity of parks and recreational activities within the District. This may include, but is not limited to, a recreation center, swimming pool, ice arena, indoor and outdoor park development, and other amenities.

**Public Safety** – Construction of Police or Fire facilities within the District, to include necessary furnishings for such facilities.

**Railroad Infrastructure** – Coordinate with BNSF Railway and Montana Rail Link on safety and long-term viability of railroad crossings and corridors in the District and cooperate on projects with the railroads and City of Billings.

**Walking Paths and Trails** – Construct sidewalks, trails, and pathways throughout the District with landscaping to ensure the safety of children and all pedestrians, as well as provide access to neighborhoods and services.

**Transportation Corridor Improvements** – Construct and reconstruct transportation infrastructure in the District to include streets, sidewalks, lighting, traffic control, multi-purpose side paths, landscaping, water, sewer, stormwater, and transit access projects.

**School and Community Services** – Assist in funding projects and programs in the District to enhance school playgrounds and athletic fields, health and wellness programs, access to community meeting and activity spaces, and other efforts that improve access to school and community services.

## **Section 14 - Identified Projects and Programs in Relationship to the Goals and Objectives Respective to the 2016 City of Billings Growth Policy**

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. On April 13, 2021, the Yellowstone County Board of Planning acted affirmatively on a recommendation to the City Council as to the SBBURD expansion's consistency with the 2016 City of Billings Growth Policy. The 2016 City of Billings Growth Policy ("Growth Policy") refers to and promotes economic development and urban renewal in a variety of ways. The preceding list of urban renewal goals listed in Section 13 are relevant to the Growth Guidelines identified in the Growth Policy in the following areas:

### **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.
- Public transit and commercial air service are critical to ensure access to and around the City.
- 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.
- Landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors.
- Public health and safety and emergency service response are critical to the well-being of Billings' residents, businesses, and visitors.
- Infill development and development near existing City infrastructure may be the most cost effective.
- The history and heritage of Billings are cornerstones of our community.

- Neighborhoods that are safe and attractive and provide essential services are much desired.
- Infrastructure and service investments that stabilize or improve property values, secure future utility costs, consider maintenance costs, and improve our environmental quality far into the future (i.e. energy efficient) are desirable
- A supportive school system that inspires, motivates, and prepares students for meaningful employment is important for ensuring a high quality, competitive community.

**Place Making (Enhance, maintain, preserve, and improve existing public places)**

- A multi-use community recreation facility is desirable.
- Enhancement and maintenance of public spaces and buildings through City stewardship is integral to a vibrant community.
- Park master plans and transportation plans are important to facilitate the preservation and improved public access to the Yellowstone River and the Rims
- Public and private partnerships are valuable for creating enhanced entryways into Billings.
- Enhancing public buildings and spaces to be more efficient in their uses of energy, money, and space is important to having a vibrant and livable City.

**Community Fabric (attractive, aesthetically pleasing, uniquely Billings)**

- Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity.
- Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods.
- Outdoor public spaces provide casual and relaxing gathering areas for people.
- Planning and construction of interconnected sidewalks and trails are important to the livability of Billings.
- Cost-effective landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors.

**Strong Neighborhoods (livable, safe, sociable, and resilient neighborhoods)**

- 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.
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale streetlights, street trees and walkable access to public spaces.
- Implementation of the Infill Policy is important to encourage development of underutilized properties.

**Home Base (healthy, safe, and diverse housing options)**

- A mix of housing types that meet the needs of a diverse population is important.

- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy, and safe.
- Homes that are safe and sound support a healthy community.

**Mobility and Access (transportation choices in places where goods and services are accessible to all)**

- Connecting people to places with transportation choices is vital to the well-being of Billings’ residents, businesses, and visitors.
- Safe and accessible transportation systems benefit everyone’s quality of life.
- Affordable public transit is much desired.
- Development oriented to transit routes will provide more transportation choices and is preferred.
- “Safe Routes to Schools” promotes physical health and reduces vehicle trips, earning parents more time and less costs for transportation.
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.
- On-street bike facilities promote predictability for all users
- Technology can reduce congestion and facilitate emergency vehicle travel at railroad crossings.

**Prosperity (promoting equal opportunity and economic advancement)**

- Predictable, reasonable City taxes and assessments are important to Billings’ taxpayers.
- Successful businesses that provide local jobs benefit the community.
- Community investments that attract and retain a strong, skilled, and diverse workforce also attracts businesses.
- Retaining and supporting existing businesses helps sustain a healthy economy.

**Section 15 - Neighborhood Planning**

Another tool that is expected to be used in the future to address current conditions within the District and the identification of neighborhood needs will be accomplished through the creation of a Neighborhood Plan. A neighborhood plan may be drafted for this area of Billings in the next three or four years based on available funding. The purpose of the neighborhood plan is to assist residents, governing agencies, planners, and developers in making the right choices when determining future growth patterns and development within the neighborhood. The plan also encourages local government, developers, and businesses to discuss future land use decisions with neighborhood residents and business owners prior to the proposed land use change. The neighborhood plan is not a regulatory document; instead, it is adopted by the City Council and the Board of County Commissioners as an implementation strategy and is part of the City of Billings and Yellowstone County Growth Policy as an advisory document. The neighborhood plan would be implemented through the City's Capital Improvement Program Planning and by the Southwest Corridor Neighborhood Task Force.

The plan would include general and specific recommendations that reflect the values of the community, encourage sound decision-making, and empower people to take action. The plan also

includes realistic implementation strategies that involve both private and public actions, as well as regulatory decisions.

## Section 16- Conclusion

The South Billings Boulevard Urban Renewal District has a tremendous amount of potential to become a viable and reliable economic engine. The District has a great potential to become a destination place where Billings residents, business owners, and visitors will purposefully go to conduct business, have goods and services manufactured and enjoy recreation and leisure activities. At the end of the life of this TIFD program it is the hope of all involved that this area of Billings will be a wonderful place to live, work and play far into the future.

## Appendix I – 2021 Expansion

