

**\*\*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](http://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](http://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](http://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](mailto: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](mailto: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 12.12.2025**  
**Regular Agenda Items 3b, 3c and 3d Removed**  
**Staff Memo for Regular Agenda Item 3 was revised**

**CITY COUNCIL**  
**REGULAR BUSINESS MEETING**

**AGENDA**

**CLOSED EXECUTIVE SESSION - 4:00 P.M.**

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

**DECEMBER 15, 2025**

**BUSINESS MEETING - 5:30 P.M.**

**CALL TO ORDER:** Mayor Cole

**RECESS TO CLOSED EXECUTIVE SESSION (4:00 PM - 5:30 PM) - \* City Administrator, Chris Kukulski's Annual Review**

\*Note: The Executive Session will be closed, as allowed in Section 2-3-203(3), MCA, as discussions relate to matters of individual privacy and wherein the demands of individual privacy exceed the merits of public disclosure.

**PLEDGE OF ALLEGIANCE:** Mayor Cole

**INVOCATION:** Councilmember Shaw

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

**MINUTES:**

- November 24, 2025 - Pending
- December 8, 2025 - Pending

**COURTESIES:**

**PROCLAMATIONS:** HOMELESS PERSONS' MEMORIAL DAY - December 21, 2025

**COUNCIL REPORTS:**

**ADMINISTRATOR REPORTS - CHRIS KUKULSKI**

**PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 and 4 ONLY. Speaker sign-in required.**

(Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

**1. CONSENT AGENDA -- Separations:**

- A. Bid Awards:** None
- B. Professional Services Contract** with HDR Engineering, Inc. for W.O. 26-11: Monad Road Reconstruction - Daniel Street to Moore Lane.
- C. Purchase** of Commercial Solid Waste Containers; WasteQuip.

- D. **Amendment No. 6, W.O. 19-12: West End Project Final Reservoir Design and BBWA Raw Water Delivery Services;** HDR Engineering.
- E. **Short-Term Agreement** with Yellowstone County for use of the Animal Control facility.
- F. **Annexation Agreement** with LMO Investment, LLC.
- G. **Fish, Wildlife and Parks Trail Grant** for wayfinding signage and **Donation** from Billings Trailnet to Parks, Recreation and Public Lands.
- H. **Donation** from Partners for Parks for wayfinding signage on various trails to Parks, Recreation and Public Lands.
- I. **Preliminary Minor Plat** for Srite Acres Subdivision, Amended Lot 2A. **\*Quasi-Judicial**
- J. **Bills for the Weeks of:**
  - 1. November 17, 2025

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

**REGULAR AGENDA:**

- 2. **PUBLIC HEARING AND RESOLUTION APPROVING ZONE CHANGE 1075 WITH VARIANCE:** A .38 acre parcel of land, more or less, legally described as Lot 67A1 of the Amended Plat of Lots 66A and 67A Sunny Cove Fruit Farms (to be known as Homestead Acres). Zoning Commission recommends approval of Zone Change 1075 with Variance 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 a resolution approving Zone Change 1075 with Variance and adopting the findings of the 10 review criteria, as recommended by the Zoning Commission.
- 3. **PUBLIC HEARING** to grant a waiver to BMCC Sections 26-203 and 26-204 for annexation requirements and to provide water service to Meadowlark Mobile Home Park contingent on a water service agreement with Meadowlark of Billings, LLC. Staff recommends approval.

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to grant a waiver to BMCC Sections 26-203 and 26-204, and provide water service to Meadowlark Mobile Home Park contingent on a water service agreement with Meadowlark of Billings, LLC, as recommended by staff.
- 4. **CITY ADMINISTRATOR'S** Annual Performance Evaluation and **APPROVAL** of Compensation Increase.

**Recommended Motion:** I move to approve a compensation increase for Chris Kukulski, City Administrator.

**RECOGNITION OF OUTGOING MAYOR AND COUNCILMEMBERS**

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

**COUNCIL INITIATIVES:**

**ADJOURN:**

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

*For more information or to make requests for special arrangements, please contact the City Clerk's Office at 657-8210 or e-mail [bohlmand@billingsmt.gov](mailto: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.

**City Council Regular**

**Date:** 12/15/2025  
**Title:** W.O. 26-11: Monad Road Reconstruction - Daniel Street to Moore Lane, Professional Services Contract  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Template Contract  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that the City Council approve the Professional Services Contract with HDR Engineering, Inc. for W.O. 26-11: Monad Road Reconstruction - Daniel Street to Moore Lane, in the amount of \$493,200.

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

This project involves the reconstruction of Monad Road from Daniel Street to Moore Lane to improve the roadway to a minor arterial complete street standard as proposed in the FY26 CIP. The length of the project is approximately 3,200 feet. In addition to the roadway improvements, the proposed project will likely include improvements consisting of curb, gutter, sidewalk, a multi-use trail, and street lighting along the corridor. Along with the road reconstruction, aged and undersized cast iron water main will be replaced to improve fire flow and improve reliability. Storm drain and sanitary sewer infrastructure will be evaluated, and those utilities may be rehabilitated or replaced depending on condition. A large portion of this corridor is used by heavy trucks and experiences rutting, so this project will improve the overall integrity of the roadway, as well as improve safety for vehicle, pedestrian, and multi-modal traffic.

Some of the key elements of this project include extensive coordination with BNSF (Burlington Northern Santa Fe Railroad), storm water challenges, coordination with adjacent local businesses, and means of addressing safety concerns related to pedestrian and multi-modal traffic. Much of this corridor is bordered by BNSF property on at least one side, with some areas bordered on both sides. Any improvements made with this project must accommodate BNSF regulations where appropriate. Storm water on the east end of the corridor currently flows to a retention area located on BNSF property, requiring the continued coordination with and approval from BNSF. Also related to storm water, considerations must be made on how to best integrate the City-County Drain with storm water runoff that has no existing facilities for mitigation. Most of the local businesses operate in a commercial industrial enterprise, with substantial truck traffic. The improvements of this project must maintain and accommodate the needs of these businesses during construction. Property owner assessments will be required with this project, also requiring coordination with all businesses and property owners.

Staff recommends Council authorize the mayor to execute this professional services contract with HDR Engineering for preliminary evaluation, design, and bidding services. Construction contract administration and construction observation services may be requested after the full construction scope and duration is determined.

The City requested proposals for professional engineering services from eleven prequalified firms that were taken from the established Statement of Qualifications. Proposals were received from AE2S, HDR Engineering, IMEG, and KLJ Engineering. City staff used the proposal process to select HDR Engineering due to their experience with arterial and collector road reconstruction, storm drain, and rehab/replacement of utilities. The consultant selection was based on Project Team and Availability, Project Approach, and Firm Qualifications and Experience related to the project needs.

**ALTERNATIVES**

City Council may:

- Approve award of a Professional Services Contract to HDR Engineering for \$493,200; or
- Not approve a contract with HDR. If this agreement is not approved, this work will be delayed and the road and related utilities will continue to degrade and operate at lower levels of service.

**FISCAL EFFECTS**

The project was budgeted in FY26 in the amount of \$660,000 using Street Maintenance District 2 Funds, Stormwater

Funds, and Water Funds. There are adequate funds to award this contract.

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**Attachments**

WO 26-11 Contract-HDR



## Contract for Professional Architectural and Engineering Services

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### W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane

In consideration of the mutual promises herein, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, and **HDR Engineering, Inc.**, of 970 S 29<sup>th</sup> Street West, Billings, MT 59102, this Contract is made and entered into on December 15, 2025.

This Contract consists of:

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 6 pages (Basic Services of Contractor);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Contractor);
- Appendix D consisting of 3 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 20 pages (Certificate(s) of Insurance); and

### **PART I SPECIAL PROVISIONS**

#### Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Administrator or his designee.
- B. "Billings", "City", and "Owner" means the City of Billings.
- C. "CONSULTANT", "ENGINEER", and "CONTRACTOR" refers to HDR Engineering, Inc.

## Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Engineer shall provide as-built drawings and data as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings and data are received by the City of Billings. Requirements for submitting as constructed documents and data of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc.

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

### **Digital Delivery Formats:**

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

**Metadata:** Additional information to be included with deliverable.

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

- Originator (e.g., contractor name, contact information)

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

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

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

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

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

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

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

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

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2027. The parties may extend this Contract, by mutual concurrence, in writing prior to its termination.

Section 4. Compensation; Method of Payment.

- A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- B. Five percent (5%) retainage shall be deducted from each invoice submitted by CONTRACTOR, as outlined in Appendix B.
- C. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- D. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

- A. By mutual consent of the parties.
- B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

- A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of

this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.

- B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.
- C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
- F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

#### Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
  - 1. Workers' compensation and employer's liability coverage as required by Montana law.
  - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  - 3. Commercial automobile liability -- \$1,500,000 per accident.
  - 4. Professional liability in the amount of \$1,500,000 per claim.
- C. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

- D. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- E. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

- A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: Will Robbins  
City of Billings  
Public Works - Engineering  
316 N 26<sup>th</sup> Street, Fifth Floor  
Billings, Montana 59101  
e-mail : [robbinsw@billingsmt.gov](mailto:robbinsw@billingsmt.gov)

Contractor: Tim Erickson, PE  
HDR Engineering, Inc.  
970 S 29<sup>th</sup> Street West  
Billings, MT 59102  
e-mail: [timothy.erickson@hdrinc.com](mailto:timothy.erickson@hdrinc.com)

Notices are effective upon the earlier of receipt or 5 days after proof of proper posting.

Section 11. Contract Budget.

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

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
  - 1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
  - 2. Strikes or Work stoppages.
  - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
  - 4. Order of court, administrative agencies or governmental officers other than Billings.

### Section 13. Financial Management System.

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

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and,
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

### Section 14. Funding Requirements.

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

### Section 15. Subcontracts.

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

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

## PART II GENERAL CONTRACT PROVISIONS

### Section 1. Relationship of Parties.

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

### Section 2. Nondiscrimination.

- A. Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Contract. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. Contractor shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital

status.

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

Contractor and any subcontractor shall abide by the requirements of 41 CFR 60- 1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with Contractor's legal duty to furnish information.

- C. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Contractor shall comply with any and all reporting requirements that may apply to it that Billings may establish by regulation. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination. This includes complying with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule,

regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. Contractor shall include the provisions of Subsections A through F of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of Contractor under this Contract. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Tim Erickson  
(Vice President)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Contractor shall:

- A. Indemnify, defend and save Billings, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of Contractor or its officers, agents or employees.
- B. Not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees, expert fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
- C. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent act of both Billings and Contractor, Contractor shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees, expert fees and costs, which result from Contractor's wrongful, reckless or negligent acts occurring as a result from Contractor's performance pursuant to this Contract.

Billings shall:

- A. Indemnify, defend and save Contractor, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Billings or its agents or employees.

- B. Not indemnify, defend, save and hold the Contractor harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of Contractor occurring during the course of or as a result of the performance of the Contract.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent act of both the Contractor and Billings, Billings shall indemnify, defend, save, and hold the Contractor harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from Billings or its officers, agents or employee's wrongful, reckless or negligent acts occurring as a result from Billings' performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

IN WITNESS WHEREOF, the parties have executed this Contract on the date first noted above.

**CITY OF BILLINGS, MONTANA**

**HDR ENGINEERING, INC.**

\_\_\_\_\_  
**WILLIAM A. COLE,  
MAYOR**

\_\_\_\_\_  
**TIM ERICKSON,  
VICE PRESIDENT**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

**ATTEST:**

\_\_\_\_\_  
**DENISE BOHLMAN, CITY CLERK**

## Appendix A

### Basic Services of Engineer City of Billings W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane

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#### Section 1. Engineer's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.
- B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.
- C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.
- D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.
- E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.
- F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.
- G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.
- H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.
- I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.
- J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.
- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Tim Erickson.

#### Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Will Robbins, working under the City Engineer, Mac Fogelsong.

#### Section 3. Scope of Work.

The project consists of engineering services for the City of Billings W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane.

The project involves the reconstruction of Monad Road from Daniel Street to Moore Lane to improve it to a minor arterial, complete street standard. The length of the project is approximately 3,200 feet. The proposed project may include improvements to roadway, curb, gutter, sidewalk, multi-use trail, storm drain, rehabilitation of water and wastewater infrastructure, and street lighting along the corridor.

#### **Project Assumptions**

The following are assumptions associated with the scope of services for this project:

- Project could be bid in Fall 2026 and constructed at a time that best fits funding needs, project goals, and stakeholder needs, currently anticipated in FY 2027.
- No major intersection improvements are included at Daniel Street or Moore Lane.
- Public involvement includes a presentation of 30% design to City Council and coordination with adjacent business owners. One general informational meeting with all landowners and business owners will be held for this project. Subsequent meetings may be held individually with landowners and/or business owners.
- Project limits are along Monad Road from Daniel Street to Moore Lane. No other work will be included along adjacent streets/intersections.
- Street lighting could include galvanized or black light poles with LED luminaires.
- No right-of-way acquisition is assumed for this project. Development of plats for acquisition are not included in this scope of services.
- Stormwater infrastructure improvements will meet the City of Billings Stormwater Management Manual and the local MS4 requirements as feasible. HDR will document improvements that do not meet these requirements with the City of Billings throughout design.
- Stormwater design improvements for private businesses adjacent to the roadway are not included. Drainage design will not include improvements for existing developments or subdivisions in the area.
- Stormwater design will include review of adjacent properties to incorporate existing drainage patterns from off-site so there are no adverse effects to adjacent properties.
- Design will include storm drain stubs to property line, as needed.
- Water main replacement consists of approximately 1,700 LF in Monad Road from Daniel Street to South Plainview Street, including connections to intersection lateral mains except Daniel Street (already replaced).

- Sewer main evaluation consists of approximately 1,530 LF in Monad Road from Daniel Street (SSMH 51-2) to Albert Street (SSMH 50-5).
- Utility potholes will be provided by TruPipe, as necessary, and ten hours of equipment rates are included in the fee estimate.
- As necessary, HDR will assist the City with the development of an SID, including maps, quantities of construction and will also document and track SID improvements made during construction.
- No new field traffic data will be collected. All traffic study data will be derived from existing sources to include the City of Billings and MDT.
- A traffic study is not required for this project.

## **TASK 100 – PROJECT MANAGEMENT**

### **101 – Project Management**

As part of this task, the Project Manager will lead coordination of the design team with the City as well as manage the design team and subconsultants. Project Manager and Accountant will monitor project status, maintain project schedule and prepare monthly invoices with progress reports.

Deliverables:

- Monthly invoices and progress reports

### **102 – Project Meetings**

HDR will attend the following meetings. Three team members will attend each meeting.

- City and consultant project team kickoff meeting
- 30% Plan Review meeting
- 70% Plan Review meeting

Deliverables:

- Meeting minutes.

## **TASK 200 – SURVEY AND GEOTECHNICAL INVESTIGATIONS**

### **201 – Survey – Engineering and Cadastral (DOWL)**

Provide survey services for design including engineering topographical survey and cadastral survey to identify existing right-of-way.

Task 201.1 – Existing Records Acquisition

- The City will provide all existing and available City right-of-way plans and as-built/record drawings applicable to this project.
- Acquire available plats and certificates of survey to develop property lines to determine the location of the existing right-of-way within the corridor. A recorded Certificate of Survey for a retracement of public right-of-way is not included in this scope of services.
- An ownership report listing current property ownership adjacent to the project corridor will be provided by the City. The information will be included on the plan sheets to identify addresses and owners of each parcel along the corridor. The ownership report will serve as a framework for both the public outreach as well as the identification of right-of-way needs. The report will be derived from GIS, and will not be a formal title report.

Task 201.2 – Cadastral

- Survey property controlling corners (e.g. section corners, quarter corners, centerline monument boxes) along the corridor and property corners along the corridor that can be searched and tied with minimal effort. Property corners that are not found will not be reset.
- This scope assumes that no individual right-of-way exhibits will be needed for parcels where the City may need to add to the existing right-of-way.

Task 201.3 – Engineering Survey

- Set, tie, level, and process new survey control for the project, spaced at approximately 1000' intervals for the length of the project. Control points will be set in the field as nails glued into concrete or as rebar with aluminum caps. The scope of this task does not include relocating or resetting survey control after it is installed.
- Provide coordinate listings of benchmarks and control stations for new and existing survey control in the design plans.
- Use the following coordinate system parameters unless directed otherwise by the City:
  - Billings Coordinate System (NAD83-2011) (EPSG 7127) as defined by the Rocky Mountain Coordinate Reference System handbook, expressed in international feet.
  - Vertical datum will be NAVD88 with GPS elevations derived from GEOID18 and vertical units expressed in international feet.
- Survey and map Monad Road from the Daniel Street intersection on the west end of the project to the Moore Lane intersection on the east end using a combination of total station and GPS survey equipment. Conduct the ground survey from right-of-way to right-of-way and 150-ft up each side street within the project limits. Ground survey outside of the right-of-way will be conducted at specific locations as necessary where additional topography is needed for driveway connections, special landscape features, existing irrigation systems, right-of-way to be acquired etc. The project outreach as part of Task 301 will inform property owners that surveyors will be in the area and may be on private property. No aerial imagery will be provided as part of this task.
- Coordinate with the City and private utility companies for the location, type, and size of their utilities within the project corridor. In addition to storm water features in the project corridor, survey will include upstream and downstream hydraulic facilities associated with the City-County drain crossing. Utility information for the project will be determined through utility-provided atlas mapping, Montana One Call, and surface features as marked or indicated by the respective owners. The City will be notified of non-responsive utility companies.

- Utility measure-downs will include water valves, sewer manholes, and storm manholes/inlets within the project corridor, and those adjacent to the project corridors needed to determine utility elevations and grades.

### **202 – Geotechnical Investigations (DOWL)**

Provide geotechnical investigations for design.

- Review available geotechnical information provided by the City and research/review regional geology, soil survey, site setting, and topography.
- Conduct a site investigation including field exploration, borings, and laboratory testing for the project:
  - Facilitate and drill six (6) borings approximately every 500 feet to depths ranging from 10 to 20 feet below the existing grade. Two (2) of the borings will be completed as piezometers to monitor groundwater. Monitoring responsibility will be determined later. Single-lane closure traffic control will likely be necessary during exploration.
  - Monad Road is in an industrial area that may have underground contamination. Preliminary research indicates at least five documented release sites at properties directly adjacent to the project corridor. To screen for potential hydrocarbon-contaminated soil, DOWL will scan soil samples with a photoionization device (PID). If encountered, contaminated soil disposal may be required but is not included in this scope.
  - Perform laboratory testing, including classification (gradation & Atterberg Limits), moisture content, Proctor, California bearing ratio (CBR), and corrosion tests.
  - Identify groundwater levels encountered at the time of field exploration.
- Use City-supplied traffic data (AADT, vehicle classifications) to develop a preliminary surfacing design for approval by the City.
- Prepare the Preliminary Geotechnical Report, including review of the existing data, surfacing evaluation, subsurface exploration, laboratory testing, preliminary surfacing design, utility foundation and backfill conditions, and water main thrust block recommendations.
- Develop final surfacing design recommendations based on City's comments to the preliminary geotechnical report and design considerations.
- Prepare a Final Geotechnical Report for the City's record and to be included in the final construction documents.

Deliverables:

- Preliminary Geotechnical Report (PDF).
- Final Geotechnical Report (PDF).

## **TASK 300 – PRELIMINARY DESIGN AND PUBLIC OUTREACH**

### **301 – Public Outreach**

HDR will coordinate with business owners adjacent to the roadway regarding project improvements such as approaches and storm drain improvements. HDR will also coordinate with the City to support a presentation to City Council, as necessary.

Business coordination will include the following meetings:

- Individual meeting with each business owner adjacent to the project to discuss proposed project prior to construction.
- One on one meetings with each business adjacent to the project to discuss existing issues/constraints, site uses, access management and proposed project improvements.
- A single open house style informational meeting with invites for landowners, and business owners.
- BNSF Railway outreach and coordination
  - Collaborate closely with BNSF Railway to understand stormwater and impact assumptions.
  - Operational needs, and safety requirements during construction.
  - Schedule and attend periodic update meetings with BNSF Railway.
  - Identify necessary permissions and approvals for proposed improvements for existing at-grade crossing and stormwater detention within BNSF right-of-way.
- Other stakeholder outreach including TrailNet.

Assumptions:

- This scope of services does not include a general open public meeting.

Deliverables:

- Meeting minutes and summary of business owner discussions.

### **302 – Stormwater Study and Report**

HDR will prepare a Preliminary Drainage Report documenting the existing and proposed drainage patterns within the project limits and summarize the analyses. Tasks included are detailed below.

#### **Task 302.1 - Project Site Visit**

- Two (2) staff members from HDR will visit the project site to photo-document existing conditions and to become familiar with the drainage patterns within the project area. Field notes will be completed for the project file and provided to the City.

#### **Task 302.2 - Existing Drainage Patterns Analysis**

- HDR will review the existing topography mapping, culverts, off-site drainage facilities, and storm drain facilities within the project area. The existing drainage patterns and facilities will be described in the drainage report accompanied by an existing conditions basin map.

#### **Task 302.3 - Existing Hydrologic and Hydraulic Analysis**

- HDR will analyze the existing hydrology and calculate the existing peak flows for the drainage basins within the project area. The hydrologic method utilized for analysis will be selected in accordance with the City of Billings Storm Water Management Manual (SWMM) and as appropriate for the proposed design based on basin sizes and the extent of required hydrograph routing required for design. The peak flows will be documented in the Drainage Report.

- HDR will analyze the existing storm drain system within the project boundary and evaluate the potential for surcharging and flooding in the existing storm drain system. The existing model will extend upstream and downstream of project limits to fully assess the existing conditions.

#### Task 302.4 - Proposed Drainage Patterns Analysis & Preliminary Design

- HDR will design a stormwater management system which includes facilities designed to treat the first 0.5 inches of runoff for the water quality event per Section 4.5 in the SWMM. HDR will prepare a preliminary design for curb and gutter with storm drain system and stormwater management system to capture roadway runoff and evaluate gutter spread for the 10-year and 100-year storm events. Additionally, HDR will prepare the preliminary design of ditch sections/ bioswales for the 10-year and 100-years events where conveyance systems can be utilized. The hydrologic method utilized for analysis will be selected in accordance with the SWMM.
- Preliminary stormwater quality flowrate will be calculated and the selection of the permanent water quality mitigation feature will be identified.
- The proposed drainage patterns and facilities will be described in the preliminary drainage report accompanied by a proposed conditions basin map based on the preliminary drainage design.

#### Task 302.5 – Preliminary Drainage Report

- HDR will prepare a Preliminary Drainage Report for submittal to the City. The report will include a summary of approach and results for:
  - Hydrology calculations (PDF)
  - Hydraulic calculations (PDF)

#### Assumptions:

- Design of irrigation ditches/drains is not included in the stormwater design.
- It is assumed that groundwater will not be an issue within project limits.
- Storm drain and stormwater management system design will be in conformance with the City of Billings Stormwater Management Manual.
- The project is within the City of Billings MS4 boundary and therefore, is subject to permit requirements and stormwater quality mitigation will be included in the project.
- Stormwater on the east end of the project is anticipated to be conveyed onto BNSF property south of Monad Road. A detention pond with outflow structures will likely not be allowed to be constructed, so grading will be proposed to route storm water to connect into existing storm drain facilities, pending BNSF approval. The BNSF property is assumed to have sufficient capacity.
- Detention pond design is not included in this scope of services.
- Stormwater design will include review of adjacent properties to incorporate existing drainage patterns from off-site to mitigate potential adverse effects to adjacent properties.
- Autodesk Storm and Sanitary Analysis will be used to evaluate gutter spread, inlet designs, and storm sewer pipe hydraulics.
- Additional hydraulic software may be used to evaluate culvert crossings and channels, which may include HY-8, HEC-RAS, Flowmaster, etc.
- Data input and results will be documented and included as part of the Drainage Report.

#### Deliverables:

- Preliminary Drainage Report (PDF)

### **303 – Roadway Lighting Analysis**

Analyze street lighting levels and determine light pole spacing based on analysis of LED luminaires to meet current design standards.

#### Assumptions:

- Light poles may be galvanized or black, 40-ft tall poles, with 15-ft arms. These poles will be used to analyze the street lighting with LED luminaires.

#### Deliverables:

- Memo summarizing lighting analysis, including total number of poles, spacing, lumen output, wattage, and cost estimate to assist the City in setting up a SILMD or include the lighting as part of the TIF District assessment.

### **304 – Preliminary Utility Design (DOWL)**

Prepare preliminary design plans for water rehabilitation and wastewater evaluation. Design the replacement of approximately 1,700 LF of water main and evaluate 1,530 LF of sanitary sewer main. Tasks included are detailed below.

#### Task 304.1 – Existing Records Acquisition

- Acquire from City all available as-builts, water and sewer service line records, CCTV inspections, and other information and studies as applicable. Incorporate available information into design drawings and specifications.

#### Task 304.2 – Water Main Preliminary Design

- Design utility alignments and profiles for water mains, including valves, hydrants, service reconnections, and other necessary appurtenances. New water mains will be designed along a horizontal alignment that is offset from the existing water main and with 6.5 feet of ground cover unless the required separation from other utilities cannot be achieved.
- New water main sizes will be 12-inch diameter along Monad Road and side-street lateral mains. No hydraulic modeling, field flow metering, or other sizing studies are included in this scope.
- Trenchless construction alternatives will not be evaluated, as the characteristics and current alignments of the water mains associated with this project are not favorable for cost effective trenchless construction.

#### Task 304.3 – Sewer Main Evaluation

- Evaluate the sewer mains for the feasibility of both open-cut and trenchless cured-in-place pipe (CIPP) replacement methods. Review of City-provided CCTV videos will be relied upon for condition assessment of existing pipelines.

The evaluation may conclude that sewer main replacement is not needed along the project corridor. Design of a rehabilitation or replacement sewer main is not included in this scope.

#### Task 304.4 – Private Utility Coordination

- Coordinate exploratory excavation (hydrovac potholes), as necessary, to expose underground utilities in perceived or potential conflict areas. Provide one (1) surveyor for up to ten (10) hours to survey exposed utilities or survey stakes left with measure downs.
- Schedule and conduct up to two (2) meetings with private utility owners, one after each preliminary plan review submittal (Tasks 305 & 306). A representative from each applicable utility company will be invited to the meeting and potential conflicts will be highlighted and discussed. The purpose of the meetings will be to proactively encourage rehabilitation or relocation of the utilities in conflict prior to construction.

#### Deliverables:

- Existing sanitary sewer main conditions & CIPP evaluation memo (PDF).
- Design of water alignments, profiles, and related improvements, to 30% and 70% design levels, are to be included in the preliminary design plans submittals (Tasks 305 & 306). Preliminary special provisions and construction estimate are included at the 70% design level only (Task 306).

#### **305 – Preliminary 30% Design Plans**

Prepare preliminary design plans for the proposed roadway. Prepare preliminary opinion of probable construction costs estimate.

#### Include the following in the plans:

- Horizontal and vertical alignment of proposed roadway
- Roadway typical sections including the proposed pavement design
- Proposed approaches for business access
- Roadside swale improvements
- Storm drain plan and profile sheets
- Water and wastewater plan and profile sheets
- Street lighting layout
- Curb, Gutter, Sidewalk and Multi-Use Path layout
- Existing right-of-way limits

#### Assumptions:

- Utility relocations will be handled by others. HDR and DOWL to coordinate relocations with utility companies.
- Details and profiles for approaches will not be developed for 30% design.
- Cross sections will not be developed at 30%
- Opinion of probable construction costs estimate will be based on preliminary quantities and will include a 20% contingency.
- Project specifications will not be developed for 30% design.

#### Deliverables:

- Preliminary design plans and opinion of probable construction costs estimate.

#### **306 – Preliminary 70% Design Plans**

Incorporate comments and design revisions from 30% design to develop 70% design plans, specs and estimate.

#### Assumptions:

- Utility relocations will be handled by others. HDR and DOWL to coordinate relocations with utility companies.
- Opinion of probable construction costs estimate will be based on preliminary quantities and will include a 15% contingency.
- Preliminary list of project special provisions will be developed for 70% design.

#### Deliverables:

- 70% design plans, specs and construction cost estimate.

### **TASK 400 – FINAL DESIGN**

#### **401 – Stormwater Final Design**

Update drainage design to incorporate comments/changes from 70% design, as well as from continued coordination with adjacent business owners. Prepare final drainage report.

#### Deliverables:

- Final Drainage Report

#### **402 – Final Utility Design Plans (DOWL)**

Prepare final design plans for water rehabilitation and/or replacement.

#### Task 402.1 – Geotechnical Review

- Geotechnical engineering information including field sampling, laboratory testing and review of subsurface soils gathered under Task 202 will be used to determine design alternatives, subgrade treatment, groundwater conditions, pipe material selections, corrosion protection features, and foundations for utility installations.

#### Task 402.2 – Water & Sewer Main Final Designs

- Incorporate City comments pertaining to the preliminary design and prepare pre-final and final water main plan and profile sheets.

- Prepare final project specifications, details, special provisions, bid quantities, and probable construction costs for water system work.
- Plans and project manual will be prepared in accordance with Montana Public Works Standard Specifications (MPWSS) and City of Billings Standard Modifications, latest editions.
- Include existing and proposed private utilities in the plan set as provided by the private utility companies. The scope of services does not include design or engineering for the relocation of private utilities. HDR and DOWL to coordinate relocations with utility companies.

#### Task 402.3 – Utility Permitting

- Prepare a water design report, as required for Montana Department of Environmental Quality (MDEQ) review. Submit construction documents, design report, related certified checklists, and deviation requests (if required) for approval by MDEQ.
- Prepare BNSF utility crossing permit(s) for the water main crossings of the railroad spur line across Monad Road between Charles Street and Bernard Street, in accordance with their Utility Accommodation Policy.
- All MDEQ & BNSF review and permitting fees will be paid by the City.
- Construction stormwater permits, dewatering permits, and all other permits not listed here shall be the responsibility of the construction Contractor and are excluded from this scope.

#### Deliverables:

- Water main plans, specs, and estimate for final design levels, are to be included in the overall project submittals (Tasks 402 & 404).
- MDEQ design review package (PDF and printed copies as required).
- BNSF permit application (PDF; online).

#### **404 – Final Design Plans**

Incorporate comments and design revisions from 70% design to develop final design plans, specs and estimate.

#### Assumptions:

- Utility relocations will be handled by others. HDR and DOWL to coordinate relocations with utility companies.
- Opinion of probable construction costs estimate will be based on preliminary quantities and will include a 5% contingency.
- Recent bid tabs will be provided by the City to establish unit costs.

#### Deliverables:

- Final design plans, specs and construction cost estimate.

### **TASK 500 – Bid Phase**

#### **501 – Bidding Administrative Assistance**

Prepare bid documents for bidding. Answer bidder questions and prepare addendum as needed. Schedule and conduct pre-bid meeting.

#### Deliverables:

- Pre-bid Meeting Minutes.

#### **502 – Post-Bid Administrative Assistance**

Receive, evaluate and tabulate bids. Assess completeness of bid. Make recommendations to the City on award of contract. Issue Notice of Award.

### **TASK 600 – Construction Contract Administration**

Construction Contract Administration is not included in this initial scope. These additional services may be added by amendment after the scope of the construction project is more defined during the design phase.

## Appendix B Methods and Times of Payment

### W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane

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#### Section 1. Payments for Basic Services.

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

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

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

|                                           |                  |
|-------------------------------------------|------------------|
| 1. Project Management                     | \$ 50,500        |
| 2. Survey and Geotech Investigations      | \$ 78,500        |
| 3. Preliminary Design and Public Outreach | \$ 251,900       |
| 4. Final Design                           | \$ 101,000       |
| 5. Bid Phase                              | <u>\$ 11,300</u> |
| TOTAL:                                    | \$ 493,200       |

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

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

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

#### Section 3. Corrections.

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

#### Section 4. Fee Increases

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

## **Appendix C**

### **Additional Services of Engineer**

#### **W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane**

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

- A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

## **Appendix D**

### **Schedule of Professional Fees**

#### **W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane**

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

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



**MONTANA AREA  
2025 HOURLY RATE SCHEDULE**

| <b>BILLING CLASSIFICATION</b>                    | <b>RATE RANGES</b> |   |           |
|--------------------------------------------------|--------------------|---|-----------|
| <b>ENGINEERS</b>                                 |                    |   |           |
| <i>Design Engineers</i>                          | \$ 120.00          | - | \$ 245.00 |
| <i>Project Engineers / Project Managers</i>      | \$ 160.00          | - | \$ 290.00 |
| <i>Sr Engineers / Sr Project Managers</i>        | \$ 210.00          | - | \$ 350.00 |
| <i>Project Principal / Sr Technical Advisors</i> | \$ 250.00          | - | \$ 350.00 |
| <b>DESIGNERS / TECHNICIANS / INSPECTORS</b>      | \$ 80.00           | - | \$ 250.00 |
| <b>CADD / BIM Specialist</b>                     | \$ 80.00           | - | \$ 210.00 |
| <b>Project Support</b>                           | \$ 80.00           | - | \$ 230.00 |

**2025 CHARGEABLE EXPENSE SCHEDULE**

Direct project expenses will be charged at the rates listed below unless a separate rate is negotiated for a specific project.

**SUBSISTENCE (PER DIEM)**

Subsistence such as meals and lodging while out on a project will be charged at actual cost or at the per diem rate negotiated for a specific project.

**TRAVEL**

Travel expenses will be charged at the following rates unless a separate rate is negotiated for a specific

|                            |    |                   |
|----------------------------|----|-------------------|
| Vehicles                   | \$ | 0.88 /mile        |
| Rental Vehicles & Aircraft | \$ | Actual Cost /mile |



## 2025 CHARGEABLE EXPENSE SCHEDULE (continued)

### TELEPHONE/FAX/POSTAGE

Long distance calls, telegrams, fax, cellular phone, and any special class postage will be charged at actual

### SPECIAL EQUIPMENT CHARGES

|                                    |    |          |
|------------------------------------|----|----------|
| Electronic Distance Measuring      | \$ | 10 /hr.  |
| GPS - Handheld                     | \$ | 20 /hr.  |
| GPS - Survey Grade                 | \$ | 50 /hr.  |
| Manta 3-Phase Test Set             | \$ | 40 /hr.  |
| Megger Testing Equipment           | \$ | 250 /day |
| Soil Resistivity Testing Equipment | \$ | 500 /day |
| UTV                                | \$ | 350 /day |

### PRINTING

Based on Product Code - See Next Page for additional information

|                                                       |    |          |
|-------------------------------------------------------|----|----------|
| SURVEYING SUPPLIES (Includes: Flagging, Stakes, Etc.) | \$ | 50 /mile |
|-------------------------------------------------------|----|----------|

### SUBCONSULTANTS

Subconsultants and expenses may be subject to markup

### OVERHEAD

Overhead costs, such as rent, insurance, utilities, office furniture, employee benefits, and taxes are included in the hourly billing rates.

## **Appendix E Project Schedule**

### **W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane**

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Based on a notice to proceed by Billings date no later than December 16, 2025, the completion dates for the Engineer's work through final design and bidding shall be:

- A. Preliminary Design
  - 1. Preliminary 30% Design – March 2026
  - 2. City Council Meeting – April 2026
  - 3. Preliminary 70% Design – June 2026
- B. Final Design
  - 1. Final Design – September 2026
  - 2. Bid Support – October 2026

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

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

## **Appendix F**

### **Certificate(s) of Insurance**

**W.O. 26-11 – Monad Road Reconstruction – Daniel Street to Moore Lane**

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Attach Certificate(s) of Insurance





**ADDITIONAL REMARKS SCHEDULE**

|                                                     |                                |                                                                                            |  |
|-----------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------|--|
| <b>AGENCY</b><br>Willis Towers Watson Midwest, Inc. |                                | <b>NAMED INSURED</b><br>HDR Engineering, Inc.<br>1917 South 67th Street<br>Omaha, NE 68106 |  |
| <b>POLICY NUMBER</b><br>See Page 1                  |                                | <b>EFFECTIVE DATE:</b> See Page 1                                                          |  |
| <b>CARRIER</b><br>See Page 1                        | <b>NAIC CODE</b><br>See Page 1 |                                                                                            |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Re: Monad Road Reconstruction.

Additional Insured & Waiver of Subrogation: Billings.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Location(s):

**All locations owned by or rented to the Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**

**All construction projects not located at premises owned, leased or rented by a Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location And Description Of Completed Operations

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

|                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------|
| <p><b>Name Of Person(s) Or Organization(s):</b></p><br><p>As required by written contract or agreement.</p><br><br><br> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>           |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

**SCHEDULE**

|                                                                                                               |
|---------------------------------------------------------------------------------------------------------------|
| <p><b>Name Of Person(s) Or Organization(s):</b><br/>As required by written contract</p>                       |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-045  
Issued by: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-015  
\$

Effective Date 06/01/2025

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-035  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

| Schedule                                             |                                                      |                     |
|------------------------------------------------------|------------------------------------------------------|---------------------|
| Name of Other Person(s) / Organization(s):           | Email Address or mailing address:                    | Number Days Notice: |
| As required by written contract or written agreement | As required by written contract or written agreement | 30                  |

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-045  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

| <b>Schedule</b>                                      |                                          |                            |
|------------------------------------------------------|------------------------------------------|----------------------------|
| <b>Name of Other Person(s) / Organization(s):</b>    | <b>Email Address or mailing address:</b> | <b>Number Days Notice:</b> |
| As required by written contract or written agreement |                                          | 30                         |

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

| <b>Name of Other Person(s) / Organization(s):</b>   | <b>Email Address or mailing address:</b> | <b>Number Days Notice:</b> |
|-----------------------------------------------------|------------------------------------------|----------------------------|
| <b>As required by written contract or agreement</b> |                                          | <b>30</b>                  |

All other terms and conditions of this policy remain unchanged.

**Issued by Liberty Insurance Corporation**

**For attachment to Policy No. WA7-64D-444950-015 Effective Date 06/01/2025**

**Premium \$**

**Issued to HDR Engineering, Inc.**

**Endorsement**

**No.**



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2026

DATE (MM/DD/YYYY)

11/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

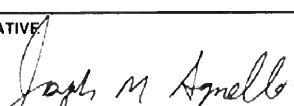
|                                                                                                                                                                                                            |                                                                                |                       |               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------|---------------|
| <b>PRODUCER</b><br>Lockton Companies, LLC<br>DBA Lockton Insurance Brokers, LLC in CA<br>CA license #0F15767<br>444 W. 47th St., Ste. 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 kcasu@lockton.com | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b> | <b>FAX (A/C, No):</b> |               |
|                                                                                                                                                                                                            | <b>INSURER(S) AFFORDING COVERAGE</b>                                           |                       | <b>NAIC #</b> |
| <b>INSURED</b><br>1554687 HDR ENGINEERING, INC.<br>1917 SOUTH 67TH STREET<br>OMAHA NE 68106                                                                                                                | <b>INSURER A : Lloyd's of London</b>                                           |                       | 15792         |
|                                                                                                                                                                                                            | <b>INSURER B :</b>                                                             |                       |               |
|                                                                                                                                                                                                            | <b>INSURER C :</b>                                                             |                       |               |
|                                                                                                                                                                                                            | <b>INSURER D :</b>                                                             |                       |               |
|                                                                                                                                                                                                            | <b>INSURER E :</b>                                                             |                       |               |
|                                                                                                                                                                                                            | <b>INSURER F :</b>                                                             |                       |               |

**COVERAGES**      **CERTIFICATE NUMBER:** 22625565      **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL SUBR INSD. WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                             |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                     | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXX<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXX<br>MED EXP (Any one person) \$ XXXXXXX<br>PERSONAL & ADV INJURY \$ XXXXXXX<br>GENERAL AGGREGATE \$ XXXXXXX<br>PRODUCTS - COMP/OP AGG \$ XXXXXXX |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY          |                     | NOT APPLICABLE |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXX                                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                             |                     | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXX<br>AGGREGATE \$ XXXXXXX                                                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                    | Y/N                 | NOT APPLICABLE |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$ XXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXX                                                                                          |
| A        | ARCH & ENG PROFESSIONAL LIABILITY                                                                                                                                                                                                                                | N    N              | P001412500     | 6/1/2025                | 6/1/2026                | PER CLAIM: \$1,500,000<br>AGGREGATE: \$1,500,000                                                                                                                                                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: MONAD ROAD RECONSTRUCTION

|                                                                                                                                                |                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br><b>22625565</b><br>CITY OF BILLINGS<br>ATTN: WILL ROBBINS<br>316 N. 26TH ST<br>5TH FLOOR<br>BILLINGS MT 59101 | <b>CANCELLATION</b> See Attachment                                                                                                                                                                                                                                                              |
|                                                                                                                                                | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |

**This endorsement, effective:** 06/01/2025 - 06/01/2026

**Forms a part of policy no.:** P001412500

**Issued to:** HDR ENGINEERING, INC.

**By:** Lloyd's of London

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#### **NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT**

Except with respect to cancellation for non-payment of premium (10 day notice cancellation), the **Insurers** shall give 30 days' notice of cancellation to the Certificate Holder(s) set forth herein, provided that:

1. The **First Named Insured** is required by contract to give notice of cancellation to the Certificate Holder, and
2. Prior to the **Insurers** sending its notice of cancellation to the **First Named Insured**, the **First Named Insured** shall provide the **Insurers**, in writing, either directly or through the **First Named Insured** broker of record, the name of each person or organization requiring notice of cancellation and the corresponding address for such person or for the employee responsible for receipt of notice of cancellation on behalf of such organization.

Notice of cancellation will be sent in accordance with the terms and conditions of the policy, except that the **Insurers** may provide written notice individually or collectively to the Certificate Holders by email at the current email address given by the **First Named Insured**. Proof of sending of the notice of cancellation by email shall be sufficient proof of notice.

Any failure to provide notice of cancellation to the Certificate Holder due to inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility of the **First Named Insured**.

The following definitions apply to this endorsement:

1. **First Named Insured** means the **Named Insured** shown in the Declarations.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL REMAIN UNCHANGED.**

**City Council Regular**

**Date:** 12/15/2025  
**Title:** Purchase of FY26 Commercial Solid Waste Containers  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that Council approve the purchase of commercial solid waste containers from Wastequip in the amount not to exceed \$300,000.

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

The Solid Waste Division purchases commercial containers annually for new customers as well as replacements for damaged containers. Staff compared prices from suppliers using the Sourcewell Cooperative agreement. Wastequip has the lowest price for commercial containers that meets our specifications. The costs for each container are below:

|                                                            |             |
|------------------------------------------------------------|-------------|
| 4 Cubic Yard Standard Duty Slant Front Load Container      | \$ 697.00   |
| 6 Cubic Yard Standard Duty Slant Front Load Container      | \$ 880.00   |
| 6 Cubic Yard Standard Duty Flat Front Load Container       | \$ 932.00   |
| 8 Cubic Yard Standard Duty Slant Front Load Container      | \$ 1,040.00 |
| 8 Cubic Yard Standard Duty Flat Front Load Container       | \$ 1,062.00 |
| 4 Cubic Yard Standard Duty Slant Rear Load Container       | \$ 697.00   |
| 2 Cubic Yard Standard Duty Slant Rear Load Container       | \$ 597.00   |
| 6 Cubic Yard Standard Duty Flat Rear Load Container        | \$ 697.00   |
| 3 Cubic Yard Standard Duty Flat Rear Load Container        | \$ 597.00   |
| 10 Cubic Yard Standard Duty Roll Off Container             | \$ 5,639.50 |
| 20 Cubic Yard Standard Duty Rectangular Roll Off Container | \$ 5,911.00 |
| 30 Cubic Yard Standard Duty Rectangular Roll Off Container | \$ 6,917.00 |
| 40 Cubic Yard Standard Duty Rectangular Roll Off Container | \$ 7,869.00 |

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not approve. If not approved, there will not be containers available for new customers or to replace broken or damaged containers.

**FISCAL EFFECTS**

The FY26 budget has \$880,000 available for containers. City Council approved the purchase of residential containers in an amount not to exceed \$500,000 on November 24, 2025, so there is \$80,000 remaining after the approval of this purchase. While the exact number of containers needed for FY26 is not known at this time, staff is asking for approval to purchase containers from Wastequip in an amount not to exceed \$300,000. There is sufficient funding to purchase these containers. Remaining funds will be used to purchase additional containers if the need arises.

**City Council Regular**

**Date:** 12/15/2025  
**Title:** W.O. 19-12: West End Project Final Reservoir Design and BBWA Raw Water Delivery Services  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that the City Council approve Amendment No. 6 to the City's professional engineering services contract with HDR Engineering, Inc. for W.O. 19-12: West End Reservoir (WER) Project in the amount of \$4,994,200.

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

HDR's preliminary design contract for the WER project in the amount of \$1,564,000 was approved by Council in March 2019. This project phase evaluated raw water sources and quality, conducted a West End Water Treatment Plant (WEWTP) siting and Hesper Road evaluation, performed geotechnical evaluations, initiated permitting activities, completed preliminary assessment of groundwater impacts, prepared a preliminary design report, developed a master plan and conceptual designs for end-land use improvements and completed a planning level cost estimate.

Council approved Amendment No. 1 in the amount of \$2,096,200 in April 2020 to design a new Yellowstone River intake near the Duck Creek Bridge and 4-mile-long pipeline to the WEWTP; a shale material processing study was also included in this amendment. Amendment No. 2 in the amount of \$698,400 was approved in May 2020 to perform additional geotechnical investigations and topographic survey, and Amendment No. 3 in March 2022 for \$73,900 enabled some additional data collection, field work and permitting activities.

Council approved Amendment No. 4 in the amount of \$1,991,300 in August 2022 to enable bidding, construction administration, field inspection, training, startup, and programming services for the River Intake & Pump Station (IPS), and Raw Water Pipeline (RWP) projects. This amendment also included some additional survey, permitting and environmental work at the river and the pipeline crossing of I-90 and Montana Rail Link.

In October 2022, the City's General Contractor/Construction Manager (GC/CM) for the RWP project (COP Construction) presented an \$18.0 million Guaranteed Maximum Price (GMP) to construct the pipeline. In November 2022, one bid of \$18.0 million was received for the IPS project. The cost of these two projects substantially exceeded the City's projections and neither project was awarded; instead, the City pursued a more cost-effective option to deliver raw water to the WER and WEWTP. In May 2023, the City entered into an agreement with the Billings Bench Water Association (BBWA) to receive water from the BBWA Canal. The agreement allows the City to utilize it for up to 20 years.

Council approved Amendment No. 5 in the amount of \$2,115,400 in October 2024 to extend GC/CM coordination, environmental, permitting and grant assistance for the West End Reservoir and BBWA Raw Water Delivery (RWD) projects. In addition, Amendment No. 5 brought the reservoir design to 30% and included Raw Water Delivery final design, bidding, construction programming, startup and training services.

Amendment No. 6 now under consideration totals \$4,994,200 and generally consists of the following elements:

- Extends GC/CM coordination and agency, environmental, permitting and grant assistance for the Reservoir and BBWA RWD projects;
- Completes a BBWA raw water delivery operations plan and extends field construction inspection services;
- Brings the Reservoir project through Final Design and Bidding; and
- Includes Reservoir Construction Contract Administration services based on a construction schedule extending from April 2026 through December 2027. Training, Startup, Wrap-Up/Acceptance, Post-Construction Warranty, and Programming services are included.

GC/CM coordination involves ongoing cooperation with the contractor to optimize designs, refine cost estimates, and develop bid packages. These efforts optimized sequencing, minimized cost, and reduced the construction schedule.

As part of the coordination efforts, HDR has developed plans and specifications for several different work packages including Electrical Equipment Procurement, BBWA Raw Water Delivery (BBWA Unloader, Screen Structure, Diversion Channel and Canyon Creek Offloader), Knife River Fill Material, Raw Water Piping Installation, and the Hesper Crossing (box culverts, raw water crossing, electrical conduits, and storm).

The current construction schedule runs from Spring 2026 through Fall 2028; however, there are opportunities to complete the work sooner by bidding multiple schedules. More will be known about the potential for schedule and cost-savings once bidding commences, bids are collected and contracts negotiated. Amendment No. 6 includes Construction Contract Administration services through the end of 2027 in anticipation of realizing cost-savings on administrative and field inspection services, including potential use of City staff. In summary, Amendment No. 6 finalizes reservoir design through bidding, adds reservoir construction contract administration, and concludes the BBWA raw water delivery work package through construction.

## **ALTERNATIVES**

City Council may:

- Approve Contract Amendment No. 6 with HDR Engineering; or,
- Not approve Contract Amendment No. 6. If this amendment is not approved, the West End Reservoir design cannot progress, which would result in significant project schedule delay.

## **FISCAL EFFECTS**

Original Contract: \$1,564,000

Previous Contract Amendments 1 through 5: \$6,975,200

This Amendment: \$4,994,200

Contract Total: \$13,533,400

Fees associated with engineering design and construction contract administration are 17.6% of the BBWA Raw Water Delivery and estimated Reservoir construction cost, but within that work scope several engineering tasks cost more than the typical project. For example, geotechnical investigations and design are about 2% higher than normal due to the critical nature of the reservoir embankment and piping, and environmental permitting is about 1% above typical due to extensive wetland and dam permitting efforts. Preliminary project planning tasks were about 1% of the project.

Water funds budgeted in FY26 for this project are adequate and will be used for this amendment.

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## **Attachments**

WO1912 WER PES Contract Amend. No. 6

**AMENDMENT NO. 6**  
**TO**  
**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**  
**W.O. 19-12**  
**WEST END RESERVOIR PROJECT**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,  
Billings, Montana 59103,  
Hereinafter designated the City

and

HDR Engineering, Inc.  
970 South 29<sup>th</sup> Street West  
Billings, Montana 59102  
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated April 2, 2019, for Contractor to provide engineering services to the City for Work Order 19-12 West End Reservoir Project, and;

WHEREAS, the City has need for additional engineering services, and;

WHEREAS, the City has authority to contract for consulting engineering services, and;

WHEREAS, the Contractor represents that he is qualified to perform such services, is in compliance with Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the City;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

Appendix A, Section 3. Modify the Scope of Work as follows:

Modify the Amendment 5 task list per the following:

- Reservoir final design project management.

- Extended GC/CM coordination and additional GMP review.
- Contractor Bidding Services for Fill Delivery Project, Piping Installation Project and piping/culverts materials procurement.
- Construction administration for preliminary reservoir construction work – (excluding clear and grub – previously included) North Cell dewatering/waterline berm, Fill Delivery project, BBWA RWD Piping Installation project and Hesper Crossing project.
- DEQ Permit to Construct for Reservoir.
- Additional coordination with USACE on jurisdiction for South Cell.
- Coordination with Northwestern Energy to move power poles for Hesper Road Crossing.
- Design provisions for BBWA increased capacity upstream of the BBWA Unloader.
- BBWA flow measuring during 2025 irrigation season.
- Joint Application for Rip Rap only along City's near Duck Creek Bridge and for the Reservoir South Cell. Rip Rap Joint Application will include an Individual Permit and the South Cell Joint Application will include either an Individual Permit or Nationwide Permit 27.
- Building Permit
- DNRC Permitting
  - Dam construction permit
  - Dam operation permit
- Other utility coordination for Hesper Road Crossing.
- WEWTP Coordination
  - Coordination and information provisions for changes in design of raw waterlines and Reservoir.
  - Zone 3 Waterline berm provisions.
- Assist the City with revised Agreement with Knife River.
- Separate BBWA RWD Electrical and Controls into a separate bid package.
- Reservoir Preliminary Design
  - Additional configurations and grading for Knife River property, avoiding concrete washout area and a channel and culvert under Hesper Road for a

North Cell only option and then changing it back to a connecting channel with a level culvert.

- Design outlet structure and spillway structure for North Cell for North Cell only option.
- Pipe design from North Cell outlet directly to Raw Water Pump Station (RWPS) and with connection to the WEWTP and then removal of pipe design for two cells.
- BBWA RWD Construction Administration
  - Additional 6-months of construction administrative and field services to match Contractor's schedule from GMP.
  - Provide an operations summary that describes and shows via schematics/drawings various operation scenarios for the BBWA RWD facilities.

Add the following tasks:

- Reservoir 60%, 95% and Final Design
  - Geotechnical
    - Groundwater characterization
    - Soil and rock parameter development
    - Embankment foundation design
    - Embankment design
    - Cutoff wall design
    - Slope stability analysis – filling, steady state, rapid drawdown and seismic events
    - Erosion, freeze/thaw and wave protection design for embankment
    - Piping penetrations
    - Foundation design for reservoir structures
    - Seismicity analysis
    - Seepage analysis
    - Materials testing for embankment design and cutoff wall design
  - Final Inundation and Loss of Life Analysis
  - Wind-Wave Analysis
    - Preliminary analysis for original configuration
    - Preliminary analysis for latest configuration
    - Final analysis for two cell configuration
  - Reservoir Hydraulics
    - Preliminary design for determining spillway width and elevation for two cells, North Cell only and updated two cells.
    - Spillway water flow path to Canyon Creek for North Cell only option and then updated for two cells option.

- Reservoir drainage of either cell or both cells through the RWPS and BBWA Raw Water Delivery facilities to Canyon Creek.
  - Final hydraulics.
- Reservoir Structures Design for Two Cells
  - North Cell Inlet Structure
  - Low Level North Cell Outlet Structure
  - Low Level South Cell Inlet Structure
  - South Cell Outlet Tower
  - South Cell Spillway
- Site Piping and Culverts
  - North Cell inlet pipe
  - Cells interconnecting pipe between cells with connection to WEWTP
  - Box culvert for interconnecting channel
  - South Cell pipe to RWPS
  - Stormwater pipe under Hesper Road for potential future use
  - Pedestrian culvert
- Site Work
  - Grading for interconnecting channel.
  - Grading provisions for pedestrian culvert and trails to embankment trails
  - Rip rap for interior reservoir embankment.
  - Grading for Reservoir, embankment and area exterior to embankment.
  - Gravels roads
    - Bridge over interconnecting channel
  - Gravel path on top of embankment
    - Bridges over interconnecting channel
  - Seeding
- Electrical, Instrumentation, Controls and Security
- Design Report for DEQ.
- Reservoir Construction Administration

Delete the previous exclusions and replace with the following:

- Exclusions
  - Stormwater collection and conveyance
  - BBWA flume evaluation
  - Irrigation provisions
  - Hesper Road upgrades other than at utility crossing.
  - End land use planning and detailed design
  - Reservoir mixing/aeration system
  - BBWA RWD operations and maintenance (O&M) manual or electronic O&M

Appendix A, Section 3. Add the following to the Scope of Work after Task Series 2900 in the DETAIL SCOPE OF SERVICES table.

| <u>Task Series</u> | <u>Description</u>                    |
|--------------------|---------------------------------------|
| 3000               | Reservoir 60% Design                  |
| 3100               | Reservoir Final Design                |
| 3200               | Reservoir Construction Administration |

Appendix A, Section 3. Add/Modify Tasks in existing Task Series per the following:

*Add Task 2311.*

**Task 2311 – Reservoir 60% and Final Design Project Management**

As part of this task, the Engineer’s Project Manager will lead coordination of the design team with the City and supervise the design team. Project Manager and Accountant will set up the project financially, monitor project status, maintain project schedule and prepare financial documents.

*Add the following to Task 2412.*

Provide an additional nine months of GC/GM coordination through Reservoir Final Design.

*Add the following to Task 2414.*

Provide additional assistance to the Contractor for Fill Delivery project, BBWA RWD Piping Installation project and piping/culvert materials procurement.

*Add Task 2416.*

**Task 2416 – Reservoir Preliminary Construction Administration Services**

The Consultant will provide administration and field services for the North Cell dewatering, waterline berm, Fill Delivery project, BBWA RWD Piping Installation Project and Hesper Road Crossing. This effort will include review and preparation of change orders, shop drawing review, interpretation of drawings and specifications including answering requests for information (RFI), monitoring of compliance with procedure requirements on the project, coordinating with the contractors, evaluation of pay estimates, and conducting weekly (or as needed) construction meetings. A resident project representative will be provided to monitor the project for compliance with contract documents. 48 weeks of total construction duration with hours per week based on the following:

- North Cell dewatering and waterline berm – 20 weeks, 6 hours per week.
- Fill Delivery project when not concurrent with other projects – 12 weeks, 10 hours per week.
- Piping Installation and Hesper Road Crossing projects – 4 weeks, 10 hours per week and 9 weeks, 32 hours per week.

The observation hours are an estimate and will be totaled monthly. If observation hours go beyond the total hours indicated above an amendment will be issued for the additional cost.

*Add the following to Task 2510.*

Provide same services for the Reservoir design/facilities.

*Add the following to Task 2512.*

For the area north of Canyon Creek and west of the City property, provide photos and summary of photos of the features in this area. Coordinate and meet with the USACE on site to discuss jurisdiction of this area.

*Add the following to Task 2514.*

Coordinate and provide information to NWE for relocating power poles along Hesper Road for construction of the Hesper Road Crossing project.

*Add the following to Task 2515.*

Coordinate with BBWA, including site visits, to increase height of the BBWA banks upstream of the BBWA Unloader to increase canal capacity. Provide design of improvements ready for BBWA to obtain quotes for construction. Assist the City with BBWA coordination on capacity increases and guaranteed delivery of water to the City during irrigation season.

Provide flow measurement of the BBWA canal during low, medium and high flows and then flow in the fall.

*Add the following to Task 2516.*

Provide a Joint Application including an Individual Permit for installing rip rap along the City's property on the Yellowstone River just downstream of the Duck Creek Bridge. Coordinate with the adjacent landowner and Interstate Engineering in relation to the Joint Application and Individual permit they submitted for Rip Rap just downstream of the City's property.

Provide a Joint Application and Individual Permit or Nationwide 27 permit for the Reservoir South Cell where facilities impact delineated wetlands.

*Delete the following from the Exclusions in Task 2516.*

- Joint Application for the rip rap along the City's property on the Yellowstone River.

*Add the following to Task 2519.*

One building permit will be submitted for the BBWA RWD facilities and one building permit will be submitted for the Reservoir concrete structures.

*Add the following Tasks.*

**Task 2522 – DNRC Permitting**

Provide information and apply for a Dam Construction Permit and a Dam Operation permit by the completion of the Reservoir Design. Dam Construction Permit will include the DNRC Design Report and the Dam Operation Permit will include an emergency action plan and an O&M manual for the dam and flow control structure including required monitoring of wells and embankment movement monuments.

**Task 2523 – Utility Coordination**

Coordinate with Montana Dakota Utility, phone company and fiber company for the Hesper Crossing and BBWA RWD Piping Installation projects.

*Add the following to Task 2610.*

Provide reconfiguration of the North Cell to accommodate the discovered limits of the concrete truck wash out area, the dewatering trenches and the Zone 3 Waterline berm. Provide additional grading plans of the Knife River property that include only filling of excess material on Knife River property and that exclude excavation of material on their property.

*Add the following to Task 2611.*

Provide design for an outlet structure and spillway for the North Cell only option. Provide design for low-level North Cell outlet structure and low-level South Cell inlet structure.

*Add the following to Task 2615.*

Provide design for the option of the North Cell discharge going directly to the WEWTP including valving or gates to direct the flow. Valving and gates should also allow the North Cell and South Cell to be isolated without taking the entire Reservoir off-line. For the North Cell only option, provide preliminary design for a 48-inch pipe to go from the North Cell to the RWPS.

*Add the following to Task 2622.*

Provide a technical memorandum to submit to DNRC summarizing the geotechnical analysis and design.

*Add the following to Task 2625.*

Coordinate with the City and the Zone 3 Waterline consultant to provide an alignment for the Zone 3 Waterline to be installed along the City's east property line and in the east WEWTP access road. Modify design for the interconnecting channel, raw water pipelines and the stormwater piping to accommodate the Zone 3 Waterline alignment. Coordinate with the City, Zone 3 Waterline consultant (and their Geotechnical Engineer) and Knife River to design and locate the Zone 3 Waterline berm.

*Add the following Task.*

**Task 2627 – Mutual Release and Settlement Agreement**

Assist the City with coordinating with Knife River, reviewing and editing the Mutual Release and Settlement Agreement.

*Add the following to Task 2813.*

Provide a separate design and associated documents for the BBWA RWD Electrical and Controls bid package.

*For Task Series 2900, change the construction period from 12 to 18 months.*

*For Task 2913, change the second sentence on resident project representative hours to the following:*

A resident project representative will be provided based on following:

- (12) 10-hour weeks concurrent with North Cell dewatering and waterline berm
- (12) 10-hour weeks concurrent with Fill Delivery project
- (16) 8-hour weeks concurrent with Piping Installation and Hesper Road Crossing projects
- (34) 15-hour weeks for remaining of construction period.

*Add the following Task.*

**Task 2921 – BBWA RWD Operations Plan**

Provide an operations summary for the BBWA RWD facilities that describes and shows via schematics/drawings the modes of operation for components.

Deliverable:

- Operations Plan, pdf.

*Add the following for Task Series 3000 and 3100*

**TASK SERIES 3000 – RESERVOIR 60% DESIGN**

Design services for developing the project elements to a 60% design level are listed below. Comments from the 30% design (not previously addressed) will be incorporated into the 60% design. The 60% design will advance project elements to provide an updated cost estimate/GMP.

### **Task 3010 – Reservoir Cell Design**

Design including Geotechnical Design will be advanced for the reservoir foundation, cut-off wall, embankment and erosion protection. Typical sections will be developed throughout the reservoir cells. Major details such as pipe penetrations will be designed. Additional materials testing during Fill Delivery Project will be conducted for embankment and cutoff wall design. Provisions in the embankment design will be included for a beach or beaches, fish eddies and provisions for other amenities that can't easily be added or changed in the future.

Deliverables:

- Contours, typical sections, major details and applicable quantities.

### **Task 3011 – Reservoir and Reservoir Structures Hydraulics**

Hydraulics of water flow through the reservoir, reservoir structures, open channels and piping will be updated for the 60% reservoir configuration.

Deliverables:

- Elevation updates to critical components

### **Task 3012 – Wind-Wave Analysis**

The wind-wave analysis will be update for the 60% Reservoir configuration.

Deliverables:

- Memo summarizing wind-wave analysis

### **Task 3013 – Emergency Action Plan Mapping Breaches**

HDR will develop Emergency Action Plan (EAP) maps for the 60% reservoir configuration. HEC-RAS RAS Mapper will be used to develop high resolution model results for the breach events showing flood hazard extents, maximum flood depth, maximum velocity, and arrival time. EAP maps will be developed for both the Clear Weather Breach and PMF Breach scenarios. Key features within the inundated area will be identified including fire and police stations, hospitals, schools, roadways, and critical lifeline facilities. A digital map book will be developed for each breach scenario to describe detailed results at a scale allowing future users to easily comprehend the information and identify necessary key features.

Deliverables:

- RCEM analysis spreadsheet. Digital map books displaying the respective inundation limits and the PAR utilized within the LOL calculations for the Clear Weather Breach and PMF Breach scenarios.

### **Task 3014 – Reservoir Structures**

Structural design will be developed for reservoir structures. Rebar requirements will be provided and changes in structure dimensions. Major details for structural and process will be developed. Process changes from 30% design will be identified.

Deliverables:

- BIM model of each structure
- 2-D drawings with major sections and details.

- Identification of significant changes from 30%.

### **Task 3015 – Hesper Road Crossing**

The Hesper Road Crossing design will be developed to final design including specifications, plans and sections. Final design of the piping will be added to the BBWA RWD Piping Installation project. Final design for General Contractor precut grading, utility supports, culverts and final grading be developed as a separate project for the General Contractor to self-perform.

Deliverables:

- BIM model and 2-D drawings.

### **Task 3016 – Site Piping**

Site piping will be advanced to include design of piping restraints and piping profiles.

Deliverables:

- Piping plans and profiles in 2-D drawings and/or Civil 3-D.

### **Task 3017 – Site Work**

Site work from the 30% design will be advanced to include site changes as well as pertinent details. Concepts will be developed for bridges (or other similar structures) to cross the interconnecting channel for the paths on top of the embankment and for access to the area between the South Cell and Hesper Road. Gravel road alignments will be updated for latest Reservoir facilities locations. Requirement and extent of rip rap on the interior embankment slope will be evaluated and coordinated with DNRC. Grading exterior to the embankments will be further developed.

Deliverables:

- Civil 3D Model and 2D drawings

Assumptions:

- Grading will be based on stormwater infiltrating into the ground and evaporating and not on a stormwater collection and conveyance system.

### **Task 3018 – Electrical, Instrumentation, Controls and Security**

Design of Electrical, Instrumentation, Controls and Security provisions will be further developed. Wiring schematics, panel schedules and I/O lists will be developed.

Deliverables:

- 2D drawings
- I/O List

### **Task 3019 – Technical Specifications**

Technical specifications will be developed for key sections that further define the project components to facilitate cost estimating and GMP.

Deliverables:

- Electronic and hard copies of Technical Specifications

### **Task 3020 – Prepare Draft DNRC Design Report**

Prepare a draft engineering design report for review with DNRC, Department of Dam Safety. This is a requirement to obtain a DNRC construction permit. This project will be classified as a high hazard dam by DNRC. To suffice the State's Dam Safety requirements, HDR will prepare a design report to DNRC standards for the review and comment by DNRC engineers. More specifically, the report will include a summary of the project, embankment basis of design, drawdown/refill schedule, design responsibility/guidelines for the contractor, site dewatering plan and seepage control measures to protect the dam during construction.

Sections of the report will include:

Geotechnical Design

Spillway Hydrology & Hydraulics

Interconnecting Channel and Spillway Discharge Channel

- Capacity
- Open Channel Design
- Erosion Control
- Vegetation and Maintenance

Plans

- Emergency Action Plans
- Operation and Maintenance Plans
- Dam Safety Inspection Plans

Hydraulics of Reservoir Structures

Structural, Concrete and Mechanical Design

Deliverables:

- The design report will be submitted as a draft to DNRC at 60% and 95%. The completeness and amount of information to be included in each submittal will be commensurate with the level of design at the time of the submittal. The intent of submittals is both compliance with DNRC requirements and to support/facilitate an ongoing discussion with DNRC about the project.

### **Task 3021 – DEQ Design Report**

A design report will be developed to describe the overall project to facilitate DEQ project review and application for a permit to construct. The design report will exclude information included in the DNRC Design Report and other reports which will be included as appendices.

Deliverables:

- Electronic draft copy

- Electronic and two hard copies of final report.

### **Task 3022 – Internal and External 60% Review**

BIM models, 2D drawings and calculations will be reviewed internally for the design elements. Review comments will be resolved and applicable comments incorporated in City/Contractor review set. City/Contractor review comments will be resolved and applicable comments will be carried forward into the 90% design.

Deliverables:

- BIM model and 2D drawings (5 half sized sets) for review
- List of review comments and how the comments were resolved

## **TASK SERIES 3100 – RESERVOIR FINAL DESIGN**

### **Task 3110 – Finalize Design**

Analysis and calculations for design components in the 60% Task Series will be finalized for 95% and final document preparation. Concepts in the 60% Design will be further developed and detailed.

Deliverables:

- Updates to technical memorandums

### **Task 3111 – Finalize DNRC Design Report**

Finalize the DNRC Design report based on comments from the 95% review and final design.

Deliverables:

- Final Design Report

### **Task 3112 – Prepare 95% BIM Model, Civil 3D Model and Drawings**

The BIM models for various disciplines will be fully developed showing details necessary for construction. Plan and section drawings will be extracted from the Building Information Model. Civil 3D model will be updated for latest contours and piping layouts. Notes and additional details will be added to the drawings to complete the design. Existing 2D drawings will be further detailed. 2D site drawings, P&IDs drawings, plan and profile and 2D electrical drawings will be detailed for construction.

Deliverables:

- BIM model
- Civil 3D model
- 2D drawing set
- List of review comments and how the comments were resolved

### **Task 3113 – Prepare Technical Specifications**

60% technical specifications will be further developed and remaining technical specifications required for the project will be developed. No Division 0 specification will be prepared.

Deliverables:

- 95% Specifications for review

### **Task 3114 – Internal and External 95% Review**

BIM model, Civil 3D model, 2D drawings and specifications will be reviewed internally. Review comments will be resolved and applicable comments incorporated in City/Contractor review set. BIM model will be reviewed with City/Contractor as well as the 2D drawing set. Key components for the specifications will be reviewed. Review comments will be resolved and applicable comments will be carried forward into the final bid set.

Deliverables:

- BIM model
- Civil 3D model
- 2D drawing set and specifications for review
- List of review comments and how the comments were resolved

### **Task 3115 – Final Design**

Based on review comments, update BIM model, Civil 3D model and finalize 2D drawings and specifications.

Deliverables:

- Final plans and specifications
- 10 sets of hard copy documents (half-sized drawings) and one electronic set.
- BIM model and Civil 3D model for Contractor use.

## **TASK SERIES 3200 – RESERVOIR CONSTRUCTION SERVICES**

Construction Phase scope of work is based on the following estimated schedule:

- General Construction: April 2026 through December 2027 (90 weeks).
- Embankment Construction: April 2026 through December 2026 (39 weeks) and March 2027 through September 2027 (30 weeks).
- Cutoff Wall Construction: July 2027 through December 2027 (28 weeks –
  - 15 weeks overlap embankment construction so only 13 additional weeks – excludes diversion channel cutoff wall previously included in Amendment 5).

### **3210 – Construction Initiation Services**

The Consultant will update the Issue for Bid or 100% Drawings and Specifications for the Issue for Construction documents. Three hard copy sets will be provided to the City

and 4 sets to the Contractor. Drawings will be half-sized. A pdf of the documents will also be provided. The Consultant will participate in Pre-Construction meetings.

### **3211 – Office Assistance and Administration**

During the construction phase of the project, the Consultant will provide office assistance to the City on the administration of the project. This effort will include review and preparation of change orders, shop drawing review, interpretation of drawings and specifications including answering requests for information (RFI), monitoring of compliance with procedure requirements on the project, coordinating with the contractors, evaluation of pay estimates, and conducting weekly (or as needed) construction meetings.

### **3212 – Field Services**

The Consultant will provide on-site construction observation services. A geotechnical engineer will be provided full-time during embankment construction, cutoff wall construction and pipe penetrations of the embankment and cutoff walls (82 weeks, 3,280 Hours). A resident project representative (RPR) will provide oversight of the overall Reservoir construction project. The RPR will be ¼ time for the duration of the project (86 weeks - 4 weeks off for holidays), 860 hours). The resident project representative will monitor the project for compliance with contract documents and record daily activities. Two inspection trips each will be provided by the Engineers on Record for Geotech and Structural (24 hours per person per trip). The observation times and are an estimate and will be totaled monthly. If observation hours go beyond the total time indicated above an amendment will be issued for the additional cost. If the construction goes beyond the end of 2027 an amendment will be issued for additional work. Quality Control testing for the earthwork and cutoff wall will be provided by the Consultant. Quality Control Testing for concrete and piping will be provided by the Contractor. Miscellaneous surveying will be provided for locating existing items, relocated items and new components. Lidar progress surveying will be done monthly during earthwork construction to assist with pay applications and provide as-built information.

### **3213 – Training and Startup**

Work with Contractor to verify installation of new equipment per manufacturer's recommendations and per the Project Documents. Coordinate training and startup of equipment with Contractor and the City. Verify new systems are functioning as intended.

### **3214 – Construction Wrap-Up and Acceptance**

Upon completion of the construction of the improvements, the Consultant will schedule and hold a final project walk-through and assist the City in the final wrap-up of the project, including preparing record drawings, preparation of a punch list, preparation of Certificate of Substantial Completion, recommendation of final acceptance and project close out.

### **3215 – Post-Construction Warranty Services**

After final acceptance, the Consultant will provide warranty item consultation, assist in the twenty three-month warranty inspection, and provide warranty follow-up.

**3216 – Programming**

Programming will be provided for the instruments included in the Reservoir project. Programming will be completed for the PLC for new data points. New screens will be developed for SCADA to include the Reservoir system. Scope excludes any software or hardware. On-site services will be provided for commissioning new programming and screens. Testing and Commissioning hours and expenses are based on two trips maximum.

Appendix B, Section 1, Paragraph A. Modify paragraph 9 from Amendment 4 by replacing it with the following:

|                                                                                                                                                     |                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 24. TASK SERIES 2300 – PROJECT INITIATION, COORDINATION AND MANAGEMENT (BBWA RWD DESIGN, BIDDING AND CONSTRUCTION AND RESERVOIR PRELIMINARY DESIGN) | \$97,600           |
| 25. TASK SERIES 2400 – GC/CM COORDINATION AND ASSISTANCE (RESERVOIR AND BBWA RWD)                                                                   | \$372,200          |
| 26. TASK SERIES 2500 – AGENCY COORDINATION, ENVIRONMENTAL, PERMITTING, AND GRANT ASSISTANCE                                                         | \$449,800          |
| 27. TASK SERIES 2600 – RESERVOIR 30% DESIGN                                                                                                         | \$337,100          |
| 28. TASK SERIES 2800 – BBWA RWD 95% AND FINAL DESIGN                                                                                                | \$43,800           |
| 29. TASK SERIES 2900 – BBWA RWD BIDDING, CONSTRUCTION, PROGRAMMING, STARTUP AND TRAINING SERVICES                                                   | \$96,300           |
| 30. TASK SERIES 3000 – RESERVOIR 60% DESIGN                                                                                                         | \$837,900          |
| 31. TASK SERIES 3000 – RESERVOIR FINAL DESIGN                                                                                                       | \$997,700          |
| 32. TASK SERIES 3100 - RESERVOIR CONSTRUCTION ADMIN                                                                                                 | <u>\$1,761,800</u> |
| <b>Amendment 6</b>                                                                                                                                  | <b>\$4,994,200</b> |

Appendix E. Delete Paragraphs N, O, and P and Add Paragraphs N-L:

|                                                    |                |
|----------------------------------------------------|----------------|
| N. Complete GC/CM Coordination and Assistance      | September 2026 |
| O. Complete Reservoir Environmental and Permitting | September 2028 |
| P. Complete Reservoir 30% Design                   | August 2025    |
| Q. Complete Reservoir 60% Design                   | November 2025  |
| R. Complete Reservoir Final Design                 | April 2026     |

CONTRACTOR

NAME: \_\_\_\_\_

BY: \_\_\_\_\_ Timothy Erickson

TITLE: \_\_\_\_\_ Area Manager

DATE: \_\_\_\_\_

CITY OF BILLINGS, MONTANA

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

Mayor

DATE: \_\_\_\_\_

**City Council Regular**

**Date:** 12/15/2025  
**Title:** Short-Term Agreement for Use of Animal Control Facility with Yellowstone County  
**Presented by:** Shawn Mayo, Assistant Chief of Police  
**Department:** Police  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that the City Council approve the short-term contract between the Yellowstone County Sheriff's Office and the City of Billings for the leasing of the Animal Shelter building at 1735 Monad Rd. The price of the lease is \$462.00 per week to cover a portion of the buildings utilities.

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

The Animal Shelter Building is currently vacant except for the space used by Billings Animal Control personnel. The building has the capacity to house over 40 dogs. The Yellowstone County Sheriff's Office (YCSO) needs indoor housing space for 12 dogs and 13 puppies that are part of an ongoing criminal case. Ownership of the animals has been turned over to YCSO and permanent homes are being sought. YCSO hopes to have all dogs adopted out within a couple of months. However, the space the dogs are currently in does not afford heat, and is not enclosed. The approval of this short-term lease assists our partner agencies in a difficult situation and fulfills a humanitarian need.

**STAKEHOLDERS**

City Attorney's Office- review and approval of contract language.  
County Attorney's Office- review and approval of contract language.

**ALTERNATIVES**

City Council may:

- Approve; the contract for the short-term lease of the Animal Shelter building at 1735 Monad Rd for \$462.00 per week.
- Not Approve: Yellowstone County Sheriff's Office will need to find another location to house the dogs and puppies.

**FISCAL EFFECTS**

The City of Billings does not bear an overt fiscal loss if the short-term lease contract is not approved. If the short-term lease is approved, the YCSO will assist with payment of the utilities.

**SUMMARY**

The City of Billings and the Yellowstone County Sheriff's Office have long coordinated on projects that benefit the community. The short-term lease is an extension of that cooperation by allowing an indoor location to house the dogs and puppies while they are being adopted out.

---

**Attachments**

Animal Shelter building contract

## ANIMAL SHELTER SHORT-TERM LEASE AGREEMENT

This Agreement for the short-term lease of space to house animals (Agreement) is entered into between the City of Billings (CITY) and Yellowstone County (COUNTY) on this 1<sup>st</sup> day of December, 2025.

### 1. PARTIES

- a. Yellowstone County is a political subdivision of the State of Montana.
- b. The City of Billings is a political subdivision of the State of Montana.

### 2. PURPOSE

COUNTY desires to lease a portion of the City Animal Shelter building at 1735 Monad Rd., owned by CITY to house animals connected to ongoing criminal investigations. The portion of the building is identified in **Exhibit A** attached to this Agreement. This lease does not extend to the portion of the City Animal Shelter building occupied and used by the CITY.

### 3. TERM AND TERMINATION

This Agreement shall begin on December 1, 2025, and shall renew every week for up to one year. Either party may terminate this Agreement unilaterally for no reason or any reason by providing seven (7) calendar day written notice to the other party.

### 4. BUILDING TO BE LEASED

CITY shall lease a portion of the building it owns located at 1735 Monad Rd, Billings, MT 59101 to COUNTY. The portion of the building is identified in **Exhibit A** attached to this Agreement. This lease does not extend to the portion of the City Animal Shelter building occupied and used by the CITY.

### 5. COMPENSATION

COUNTY will pay CITY a rate of \$462.00 (FOUR-HUNDRED and SIXTY-TWO DOLLARS) a week for use of the building. COUNTY will pay CITY every Monday for occupancy for the preceding week.

### 6. INSURANCE AND WORKER'S COMPENSATION INSURANCE

- (a) COUNTY is self-insured. COUNTY maintains excess insurance coverage for claims subject to state statutory tort limits for governmental entities of not less than \$750,000 per claim and \$1,500,000 per occurrence. For claims not subject to state statutory tort limits for governmental entities, COUNTY maintains coverage limits not less than \$5,000,000 per occurrence.
- (b) COUNTY will maintain workers' compensation insurance covering the COUNTY and its employees, including volunteers. This insurance will be valid for the entire period of the Agreement.

## **7. ADDITIONAL TERMS**

- (a) This Agreement specifically excludes the incinerator area of the building. COUNTY agrees it will not access the incinerator room for any purpose and COUNTY is responsible to keep all employees, volunteers, and anyone it allows to access the building to not enter the incinerator room and to not touch, operate, alter, or modify the incinerator itself.
- (b) CITY is authorized to access the building for any purpose pertaining to testing and/or cleanup related to the incident that occurred at the building on September 10, 2025. COUNTY gives express authorization for the City to enter the property upon 24-hour written notice.

## **8. INDEMNIFICATION**

The COUNTY SHALL:

- A. Indemnify, defend, and hold the CITY, its officers, agents and employees harmless from any and all claims, demands, suits, losses, damages, liability, or expenses (including but not limited to reasonable attorney fees, consultant and expert fees, and court costs) to the extent caused by or arising from the negligence, recklessness, or intentional misconduct of COUNTY, COUNTY's officers, agents, volunteers, or employees, or COUNTY's subcontractors or their officers, employees, or agents.
- B. COUNTY will give the CITY prompt, written notice of any claim subject to the foregoing indemnity. COUNTY will, at its own expense, cooperate with the CITY in its defense or settlement of the claim.
- C. Should the CITY be required to bring an action against the COUNTY to assert its right to defense or indemnification under this Agreement or under the COUNTY's applicable insurance policies required below, the CITY shall be entitled to recover from COUNTY reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the COUNTY was obligated to defend the claim(s) or was obligated to indemnify the CITY for a claim(s) or any portion(s) thereof.
- D. The obligations above shall survive termination of this Agreement and the services performed hereunder.

The CITY SHALL:

- A. Indemnify, defend, and hold CITY, its officers, and employees harmless from any and all third-party losses, damages, liability, or expenses (including but not limited to reasonable attorney fees, consultant and expert fees, and court costs) to the extent caused by or arising from the negligence, recklessness, or intentional misconduct of the CITY or its officers or employees. The CITY'S indemnification shall be reduced to the extent damages, losses, or expenses are attributed to others and in no event will the CITY be obligated to indemnify, hold harmless, or defend the COUNTY for any liability, damages,

losses, or expenses caused by the COUNTY or COUNTY's officers, agents, volunteers, or employees.

B. The CITY'S duties under this Provision 8 - INDEMNIFICATION are conditioned upon: (a) COUNTY promptly notifying the CITY in writing of the claim; (b) the CITY having sole control of the defense of the suit and all negotiations for its settlement or compromise; (c) COUNTY cooperating with the CITY and, if requested by the CITY, providing reasonable assistance at COUNTY's sole expense in the defense or settlement of the claim.

## **9. NONDISCRIMINATION**

A. COUNTY shall, in performance of work under this AGREEMENT, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. COUNTY 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 COUNTY subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. COUNTY agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this AGREEMENT. COUNTY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. COUNTY shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status.

COUNTY and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans

and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

COUNTY and any subcontractor shall abide by the requirements of 41 CRF 60- 1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with COUNTY's legal duty to furnish information.

C. COUNTY will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. COUNTY shall comply with any and all reporting requirements that may apply to it that the CITY may establish by regulation. COUNTY will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. COUNTY shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination. This includes complying with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. In the event of COUNTY's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. COUNTY shall include the provisions of Subsections A through F of this Section in every subcontract or purchase order under this AGREEMENT, so as to be binding upon every such subcontractor or vendor of COUNTY under this AGREEMENT. COUNTY

will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. COUNTY agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

## **10. SEVERABILITY**

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the COUNTY, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## **11. NOTICE**

Any notice required under this Agreement will be provided in writing and delivered either by electronic mail or through certified mail as follows:

COUNTY: Yellowstone County  
c/o Board of County Commissioners  
Po Box 35000  
Billings, MT 59107  
[bocc@yellowstonecountymt.gov](mailto:bocc@yellowstonecountymt.gov)

CITY: City of Billings  
c/o Assistant Chief, Shawn Mayo  
316 North 26<sup>th</sup> Street – 4<sup>th</sup> Floor  
Billings, MT 59101  
[mayos@billingsmt.gov](mailto:mayos@billingsmt.gov)

## **12. ENTIRE AGREEMENT**

This Agreement embodies the entire understanding between CITY and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of both governing bodies.

## **13. GOVERNING LAW AND VENUE**

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

**14. AUTHORIZED SIGNATURES**

The parties represent and agree that the persons signing this Agreement have authorization to bind their respective entities to the terms of this Agreement.

Passed and Adopted on the \_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Mark Morse, Chairman

\_\_\_\_\_  
Mike Watters, Member

\_\_\_\_\_  
Chris White, Member

Attest:

\_\_\_\_\_  
Jeff Martin  
Yellowstone County Clerk and Recorder

Dated on the 1<sup>st</sup> day of December, 2025.

CITY OF BILLINGS



\_\_\_\_\_  
Chris Kukulski  
City Administrator



**City Council Regular**

**Date:** 12/15/2025  
**Title:** Annexation Agreement with LMO Investment, LLC  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** NA

**RECOMMENDATION**

Staff recommends that the City Council approve the Annexation Agreement with LMO Investment, LLC.

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

City Council approved the annexation of Lot 7, Sunny Cove Fruit Farms at the November 24, 2025, City Council Meeting. The property that was approved to be annexed is located west of 60th Street West along Rimrock Road. The developer desires to develop the property as a mixed-commercial use development. Typically, as a condition of approval of the annexation, the property owner enters into an Annexation Agreement or Subdivision Improvements Agreement with the City of Billings outlining necessary public improvements. The Annexation Agreement outlines the off-site improvements necessary for development, including access to the site, construction of water and sanitary sewer, and storm drain. The Annexation Agreement provides for City-required off-site improvements should the property be annexed and developed without a subdivision plat. The annexation resolution states that the Developer and City must enter into an Annexation Agreement within 45 working days from approval of the resolution.

The Annexation Agreement for this Council action generally includes the following conditions or improvements: requirement for access to the development; a requirement for water and sanitary sewer mains and services; requirements for reimbursement for existing water and sewer mains, a requirement to be assessed for a proportional share of future Rimrock Road improvements, and a requirement for a traffic study.

**ALTERNATIVES**

City Council may:

- Approve the Annexation Agreement with the property owner; or
- Not approve the Annexation Agreement. If the agreement is not approved, the responsibility for infrastructure improvements would be in accordance with policies in place at the time of development. Also, the annexation resolution requires an annexation agreement be executed within 45 days of the annexation; therefore if the annexation agreement is not approved, the annexation would be null and void.

**FISCAL EFFECTS**

There is one requirement of the Annexation Agreement that would not be required upon site development. Section 5 requires right-of-way dedication along Rimrock Road. The financial impact of the remainder of the agreement is dependent on policy changes that may occur before development. If development occurs before any changes to the City's development policies, there would be no financial impact. If development occurs after City development policies change, the financial impact would be dependent on the changes.

**Attachments**

Annexation Agreement

Return to:  
Performance Engineering  
3412 Colton Boulevard, Suite 202  
Billings, MT 59102

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between LMO Investment, LLC, 590 Garden Avenue, Billings, MT 59101 hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

**WHEREAS**, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Lot 7 of Sunny Cove Fruit Farms situated in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 31, Township 01 North, Range 25 East, P.M.M., Yellowstone County, Montana. Above referenced property is hereinafter referred to as "Developer Tract"

**WHEREAS**, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tract; and

**WHEREAS**, DEVELOPER desires to annex Developer Tract to the City; and

**WHEREAS**, DEVELOPER is proposing to develop the Developer Tract in phases over time; and

**WHEREAS**, CITY has approved the Petition for Annexation by Resolution 25-11307 for the Developer Tract contingent upon a Annexation Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

1. Roads and Access. The Developer Tract will be accessed by way of one access from Rimrock Road and one access from 60<sup>th</sup> Street West.
2. Sanitary Sewer. The Developer Tract will be served by the existing 24-inch sanitary sewer in Rimrock Road. Developer will be required to extend sanitary sewer in 60<sup>th</sup> Street West along the frontage of the Developer Tract.

DEVELOPER shall reimburse City for one-half of the cost of the sanitary sewer main in Rimrock Road in accordance with the City of Billings Rules and Regulations Governing Water and Wastewater Service.

DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. Water. The Developer Tract will be served by the existing 20-inch +water main in Rimrock Road. Developer will be required to extend water main in 60<sup>th</sup> Street West along the frontage of the Developer Tract.

DEVELOPER shall reimburse City for one half of the cost of the water main in Rimrock Road in accordance with the City of Billings Rules and Regulations Governing Water and Wastewater Service.

DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits.

4. Storm Drain. The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018).
5. Right-of-Way. Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. Existing right-of-way is between 50-feet and 60-feet along the Developer Tract. DEVELOPER shall dedicate right-of-way to establish a full 60-foot half right-of-way adjacent to Developer Tract along Rimrock Road.
6. Street Improvements. DEVELOPER will be required at the time of development to construct curb and gutter, sidewalk, and at least 30-foot wide asphalt along 60<sup>th</sup> Street West. DEVELOPER is required to participate in the construction of Rimrock Road either through a Special Improvement District or a Work Order. This includes curb and gutter, sidewalk, streetlights, storm drain improvements, and street widening. A traffic study has been submitted to the City for review.

DEVELOPER shall be responsible for the maintenance of the sidewalk and/or trail after construction.

7. Sidewalk or Multi-use Trail. A sidewalk/multi-use trail will be required to be constructed at the expense of the DEVELOPER. This improvement can be included by the City in the construction of Rimrock Road with the DEVELOPER being assessed for the cost of construction.

DEVELOPER shall be responsible for the maintenance and replacement of the sidewalk and/or trail after construction.

8. Future Intersection Contributions. A traffic impact study has been submitted to the CITY for review. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER.
9. Public Improvements. Should the City perform improvements listed in the Agreement or not listed in the Agreement benefitting the Developer Tract, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and parks maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Annexation Agreement regardless of location of individual properties in relation to the improvements.
10. Compliance. Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
11. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the

land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

12. Attorney's Fees. In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
13. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

“DEVELOPER”

LMO Investment, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MONTANA     )

:ss

County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as the \_\_\_\_\_ of LMO Investment, LLC, and who acknowledged to me that said DEVELOPER executed the same.

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

\_\_\_\_\_  
Notary Public in and for the State of Montana

Printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**WAIVER OF RIGHT TO PROTEST**

**FOR VALUABLE CONSIDERATION**, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and parks maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Lot 7 of Sunny Cove Fruit Farms situated in the NW ¼ of the NW ¼ of Section 31, Township 01 North, Range 25 East, P.M.M., Yellowstone County, Montana.

“DEVELOPER”

LMO Investment, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MONTANA            )

:ss.

County of Yellowstone        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as the \_\_\_\_\_ of LMO Investment, LLC and who acknowledged to me that said DEVELOPER executed the same.

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

\_\_\_\_\_  
Notary Public in and for the State of Montana

Printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**City Council Regular**

**Date:** 12/15/2025  
**Title:** Wayfinding Signage Grant  
**Presented by:** Brad Wright  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

PRPL seeks Council consent to accept and utilize \$59,059.00 in FWP Trail Grant money for wayfinding signage to be installed on 10.5 miles of trails. \$47,247.00 is from FWP and \$11,812.00 is matching funds from Billings Trailnet.

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

Billings Trailnet applied for and was awarded the grant funding on behalf of PRPL in June 2025. The funds will pay for and install 92 wayfinding signs on 10.5 miles of trails throughout Billings. The signage will promote trail use and safety. Signs will be developed, and installation locations will be determined with the help of the Planning Department to insure accuracy for this project.

**STAKEHOLDERS**

City of Billings  
PRPL  
Citizens of Billings  
Trail Users  
Billings TrailNet

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

There is no immediate expense for the City of Billings or PRPL. PRPL does expect a very minimal cost increase over time for the sign maintenance as they begin to age to insure serviceability. PRPL does not expect to hire any FTEs.

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**City Council Regular**

**Date:** 12/15/2025  
**Title:** Partners for Parks Donation Acceptance For Wayfinding Signage  
**Presented by:** Brad Wright  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** N/A

---

**RECOMMENDATION**

PRPL seeks Council consent to accept and utilize donated funds in the amount of \$1,200. These funds will be donated by Partners for Parks to be used for wayfinding signage on various trails throughout Billings.

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

These funds will be donated by Partners for Parks and will accompany the FWP wayfinding signage grant money. These funds will bring the total project amount to \$60,259.00 and will be used to fund additional signs throughout Billings' trail system.

**STAKEHOLDERS**

City of Billings  
PRPL  
Partners for Parks  
Citizens of Billings  
Trail Users

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

There is no immediate expense to the City of Billings or PRPL. PRPL does expect a minimal cost increase over time to ensure sign serviceability. PRPL does not expect to hire any FTEs.

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**City Council Regular**

**Date:** 12/15/2025  
**Title:** Srite Acres Subdivision, Amended Lot 2A - Preliminary Minor Plat  
**Presented by:** David Green  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** PZX-25-00179

**RECOMMENDATION**

Staff recommends to the City Council that the preliminary plat of Srite Acres Subdivision, Amended Lot 2A, be conditionally approved and adopt the Findings of Fact as presented in the staff report.

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

On November 14, 2025, Essex Surveying, LLC, applied for preliminary minor plat approval for Srite Acres Subdivision, Amended Lot 2A. The proposed subdivision creates two (2) lots with residential use already in place. The subject property is generally located at the southwest corner of the intersection of Poly Drive and Rosewyn Lane. The property is zoned N2 - Mid-Century Neighborhood.

**VARIANCES REQUESTED**

No variances from the City Subdivision Regulations have been requested.

**PROPOSED CONDITIONS OF APPROVAL**

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
2. The final plat shall comply with all requirements of the City of Billings Subdivision regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

**PROCEDURAL HISTORY**

- Pre-application meeting September 18, 2025
- Preliminary plat application submitted to Planning Division on November 14, 2025
- Preliminary plat to City Council December 15, 2025
- 35 working-day preliminary plat review period ends January 9, 2026

**PLAT INFORMATION**

|                          |                                                                          |
|--------------------------|--------------------------------------------------------------------------|
| General location:        | Southwest corner of the intersection of Poly Drive and Rosewyn Lane      |
| Legal Description:       | Lot 2A of Srite Acres Subdivision                                        |
| Owner/Subdivider:        | Jerry Allen                                                              |
| Engineer and Surveyor:   | Essex Surveying, LLC                                                     |
| Existing Zoning:         | N2                                                                       |
| Existing land use:       | Residential dwellings                                                    |
| Proposed land use:       | Residential dwellings                                                    |
| Gross and Net area:      | 0.325 acres                                                              |
| Proposed number of lots: | 2                                                                        |
| Lot size:                | Max: 9,104 square feet<br>Min: 5,066 square feet                         |
| Parkland requirements:   | There is no parkland dedication requirement with this minor subdivision. |

**TRAFFIC IMPACT STUDY OVERVIEW:**

A traffic study was not required for this subdivision.

## **STAKEHOLDERS**

A public hearing is not scheduled for the City Council meeting; however, nearby property owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision as of the writing of this report.

## **ALTERNATIVES**

In accordance with state law, the City Council has 35 working days to act upon this minor preliminary plat. The 35 working day review period for the proposed plat ends on January 9, 2026. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

## **FISCAL EFFECTS**

This plat will have no fiscal impacts on the City/County Planning Division.

## **SUMMARY**

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school districts, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

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### **Attachments**

Findings of Fact  
Proposed Plat  
SIA

## FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Srite Subdivision, Amended Lot 2A. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

**A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]**

### 1. Effect on agriculture and agricultural water user facilities

The subject property has two houses on it. One was built in 1940 and the other one in 1949. There are no ditches or drains that run through, or around, this project. There will be no effect on agriculture and agricultural water user facilities.

### 2. Effect on local services

- a. **Utilities** – Water service is provided by the City of Billings. Service to the subdivision is provided from a 12-inch water main located in Rosewyn Lane. The existing homes are already connected to city water services.

Sanitary sewer service to the subdivision is provided from an existing 30-inch sanitary sewer located in Poly Drive. The existing homes are already connected to the city sanitary sewer system.

Private Utilities already exist for the two homes on the proposed subdivision lots being created.

- b. **Stormwater** – The storm drainage system for Srite Subdivision, Amended Lot 2A, is already in place. Any new development in the future will require complying with the provisions set forth in Chapter 28, BMCC and the Stormwater management manual in place at the time.
- c. **Solid Waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this subdivision.
- d. **Streets** – All streets for this subdivision already exist. Poly Drive to the north and Rosewyn Lane to the east. The are roads already constructed and will require no additional building or expansion.

There is an existing sidewalk on the north of the proposed subdivision. Rosewyn Lane has no sidewalks on either side of the street. The only exception is along the west edge of the Poly Food Basket property. There will be no requirement for sidewalk construction at this time but it is included in the waiver of right to protest.

- e. **Traffic Impact Study Overview** - This subdivision did not require a Traffic Impact Study as it has two existing homes on the proposed lots and no additional traffic will be added.

Street lighting is required for residential subdivisions. Because there is currently no lighting on Poly Drive of Rosewyn Lane at this time, the applicant will not be required to install a light. Street light installation is included in the waiver of right to protest.

- f. **Emergency Services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station that provides service for this area is Fire Station #3, it is located at 1928 17<sup>th</sup> ST W.

The police department comments that this subdivision is within an existing service area and will not be a problem.

The subdivision is located within the ambulance service area of American Medical Response (AMR).

- g. **Schools** – School District #2 provides service to students within this subdivision for elementary through high school. Poly for elementary school, Will James for middle school and West for high school. School District #2 stated they are over capacity at these existing schools.
- h. **Parks and Recreation** – This subdivision is not required to provide parkland, because it is a minor subdivision.
- i. **Mail Delivery** - Mail delivery has already been established with the existing houses in this subdivision.
- j. **Phasing of Development** – This subdivision will not be developed in phases.

### **3. Effect on the natural environment**

The subject property currently has a house on each proposed lot. The natural environment has been changed many years ago when the houses and surround neighborhood was built. Overall, the effect on the natural environment should be minimal.

### **4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

### **5. Effect on public health, safety and welfare**

There will be no significant impacts to public health, safety and welfare because of this subdivision.

**B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.)]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

**C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2023 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]**

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

*Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):* Neighborhoods that are safe and attractive and provide essential services are much desired.

*Home Base (healthy, safe and diverse housing options):* the existing homes on the property are important to the economy and livability of Billings.

2. 2023 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2023 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

3. Billings Area Bikeway and Trail Master Plan (BABTMP)

The proposed subdivision is within the Billings Area Bikeways and Trail Master Plan. The master plan does show a bike lane along Poly Drive, however it is already installed.

**D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]**

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act, and the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

**E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]**

The subject property is located within N2-Mid-Century Neighborhood. The lot frontages conform to the requirements of this zone. Building separations comply with the requirements of zoning.

**F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]**

Easement for utilities already exist as there are homes on the proposed lots in the subdivision.

**G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]**

Legal and physical access to the subdivision will be provided by Rosewyn Lane.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Srite Subdivision, Amended Lot 2A, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

Staff recommends to City Council that the preliminary plat of Srite Subdivision, Amended Lot 2A, be conditionally approved and the Findings of Fact adopted as presented in the staff report.

Approved by the Billings City Council, December 15, 2025

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William A. Cole, Mayor



**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT  
DISTRICTS**

***Srite Acres Subdivision, Amended Lot 2A***

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(City of Billings)**

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**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL  
IMPROVEMENT DISTRICTS**

**Srite Acres Subdivision, Amended Lot 2A**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between *Srite Acres Subdivision, Amended Lot 2A* whose address for the purpose of this agreement is \_\_\_\_\_, hereinafter referred to collectively as “Subdivider,” and **CITY OF BILLINGS**, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, at a regular meeting conducted on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, the City Council conditionally approved a preliminary plat of *Srite Acres Subdivision, Amended Lot 2A*; and

**WHEREAS**, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

**WHEREAS**, the provisions of this agreement shall be effective and applicable to *Srite Acres Subdivision, Amended Lot 2A* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

**I. VARIANCES**

A. No variances requested

**II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS**

A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide

damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

- B.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C.** No water rights have been transferred to the lot owners; No irrigation ditches or drains exist on the perimeter of this development.
- D.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E.** The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- F.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

### **III. TRANSPORTATION**

#### **A. Streets**

- Poly Drive is located on the northern side of the subdivision and is classified as a collector street. The road is an existing asphalt road within an existing 60-foot wide right-of-way easement.
- Rosewyn Lane, platted Rosewyn Avenue, is located on the eastern side of the subdivision and is classified as a residential street. The road is an existing asphalt road with varied rights-of-way sizing.

- No improvements are proposed at this time but are included in the waiver of right to protest.

**B. Sidewalks**

- No sidewalk improvements are proposed at this time but are included in the waiver of right to protest.

**C. Street Lighting**

- As this subdivision is considered a residential subdivision, street lighting is required; street lighting will not be installed at this time however, it is included in the waiver of right to protest.

**D. Traffic Control Devices**

- No traffic control devices are required.

**E. Access**

- All access to the newly created lots have existing access from the following public street, Rosewyn Lane.
- Dimensions shown on the Plat of Srite Acres Subdivision are based on current survey data.

**F. Billings Area Bikeway and Trail Master Plan**

- There are no proposed trail improvements associated with the Srite Acres Subdivision as the subdivision does not fall within the designated Billings Area Bikeway and Trail Master Plan.
- No improvements are required at this time but are included in the waiver of right to protest.

**IV. EMERGENCY SERVICE**

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- No concerns for the Srite Acres Subdivision have been raised during communication with Jaime Fender, Billings Fire Marshal as of September 18, 2025.
- The above requirements do not alter or affect the current minimum subdivision requirements for fire apparatus access and water supply.

**V. STORM DRAINAGE**

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of development.

**VI. UTILITIES**

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

**A. Water**

- The subdivision will be served by an existing 12-inch water main located in Rosewyn Lane.
- No improvements are proposed at this time but are included in the waiver of right to protest.

**B. Sanitary Sewer**

- The subdivision will be served by an existing 30-inch sanitary sewer main located adjacent to the northern property line.
- No improvements are proposed but are included in the waiver of right to protest.

**C. Power, Telephone, Gas, and Cable Television**

- Existing telephone, gas, electrical power, and cable television lines run along Poly Drive and Rosewyn Lane.

**VII. PARKS/OPEN SPACE**

There is no parkland requirement for proposed *Srite Acres Subdivision*, as this is a minor subdivision [MCA 76-3-621(3)(e)].

**VIII. IRRIGATION**

No irrigation facilities are within or adjacent to the Subdivision.

**IX. SOILS/GEOTECHNICAL STUDY**

A geotechnical study is not required by the Yellowstone County Subdivision Regulations as part of this plat. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitation for proposed construction on the lots, which may require a geotechnical survey prior to construction.

**X. PHASING OF IMPROVEMENTS**

No phasing improvements are required for the subdivision as no public improvements are required or proposed at this time.

**XI. FINANCIAL GUARANTEES**

No financials guarantees are required for the subdivision as no public improvements are required or proposed at this time.

**XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER**

- A.** Subdivider agrees to guarantee all public improvements for a period of two (2) years from the date of final acceptance by the City of Billings.
- B.** The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C.** The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.
- D.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E.** Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.



**Waiver of Right to Protest**  
**FUTURE SPECIAL IMPROVEMENTS DISTRICTS**

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Special Improvement District(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows:

**Srite Acres Subdivision, Amended Lot 2A**

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“SUBDIVIDER” (Jerry Allen)

\_\_\_\_\_  
Jerry Allen

STATE OF MONTANA     )  
                                          : ss  
County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Montana, personally appeared, Jerry Allen, known to me to the Subdivider, who executed the foregoing instrument and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Montana

**City Council Regular**

**Date:** 12/15/2025  
**Title:** Payment of Claims for week of November 17th, 2025  
**Presented by:** Erin Watterud  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$1,898,573.88 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than \$1,000, then it must be approved by the Finance Director or designee. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

**ALTERNATIVES**

No other alternatives were analyzed.

**FISCAL EFFECTS**

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

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**Attachments**

CouncilMemowk11172025

| Check Date | Check # | Name               | Fund Name   | Amount        | Item Desc                |
|------------|---------|--------------------|-------------|---------------|--------------------------|
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 4.51       | 123570-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 984.93     | 123570-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 1,052.00   | 132366-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 467.50     | 132366-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 608.85     | 132366-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 491.15     | 132366-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 477.40     | 132366-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ (1,079.66) | 133841-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 385.00     | 135199-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 385.00     | 135199-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 1,432.20   | 135199-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 982.30     | 135288-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 41.53      | 137775                   |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 41.53      | 137775                   |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 41.53      | 137775                   |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 41.53      | 137775                   |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 185.28     | 137775-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 1,052.00   | 137775-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 201.60     | 137775-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 327.60     | 137775-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 491.15     | 137775-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 477.40     | 137775-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 1,495.45   | 140497-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 1,432.20   | 140497-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 103.88     | 140497-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 40.86      | 140497-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 491.15     | 140497-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 477.40     | 142799-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 465.85     | 142799-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 385.00     | 142799-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 115.80     | 142799-00                |
| 11/17/2025 | ACH     | A & I Distributors | Fleet       | \$ 982.30     | 142799-00                |
| 11/17/2025 | ACH     | A & I Distributors | Solid Waste | \$ 825.00     | 330 Gal DEP for Landfill |

| Check Date | Check # | Name                | Fund Name      | Amount       | Item Desc                                      |
|------------|---------|---------------------|----------------|--------------|------------------------------------------------|
| 11/17/2025 | ACH     | A & I Distributors  | Solid Waste    | \$ 1,650.00  | 330 gal of DEF - Collections                   |
| 11/17/2025 | ACH     | A & I Distributors  | Solid Waste    | \$ 869.17    | DEF/Grease                                     |
| 11/17/2025 | ACH     | A & I Distributors  | Solid Waste    | \$ 220.85    | Grease/Landfill                                |
| 11/17/2025 | ACH     | A & I Distributors  | Solid Waste    | \$ 800.55    | Hydraulic Oil/Grease Barrell                   |
| 11/17/2025 | ACH     | A & I Distributors  | Street/Traffic | \$ 1,650.00  | DEF                                            |
| 11/17/2025 | ACH     | A & I Distributors  | Transit        | \$ 299.99    | 133850-00 stock                                |
| 11/17/2025 | 885125  | ABM Industry Groups | Facilities     | \$ 11,836.00 | Inv. 10000438893 Custodial Services at the BOC |
| 11/17/2025 | 885128  | Advanced Employment | Solid Waste    | \$ 1,512.00  | Contract Labor - Collections - 10/23/202       |
| 11/17/2025 | 885128  | Advanced Employment | Solid Waste    | \$ 2,056.60  | Contract Labor for week of 10/20/2025 -        |
| 11/17/2025 | 885131  | Altitude Signal     | St Maint Dist  | \$ 9,885.00  | traffic Signal                                 |
| 11/17/2025 | 885131  | Altitude Signal     | Street/Traffic | \$ 35,960.00 | Traffic Signal                                 |
| 11/17/2025 | 885140  | AT & T Corp         | Airport        | \$ 789.84    | Airport -                                      |
| 11/17/2025 | 885140  | AT & T Corp         | Building       | \$ 542.34    | Building Cell Phones                           |
| 11/17/2025 | 885140  | AT & T Corp         | Building       | \$ 41.25     | Building Manager                               |
| 11/17/2025 | 885140  | AT & T Corp         | Building       | \$ 427.31    | Building Surfaces                              |
| 11/17/2025 | 885140  | AT & T Corp         | CDBG           | \$ 127.81    | Comm Dev                                       |
| 11/17/2025 | 885140  | AT & T Corp         | Court Grants   | \$ 76.21     | Muni Court DC                                  |
| 11/17/2025 | 885140  | AT & T Corp         | Engineering    | \$ 239.38    | Engineering Cell Phones and MiFi               |
| 11/17/2025 | 885140  | AT & T Corp         | Engineering    | \$ 183.59    | Engineering Tablets                            |
| 11/17/2025 | 885140  | AT & T Corp         | Facilities     | \$ 82.50     | Facilities                                     |
| 11/17/2025 | 885140  | AT & T Corp         | Facilities     | \$ 41.25     | Doug and Christian and Larry                   |
| 11/17/2025 | 885140  | AT & T Corp         | Facilities     | \$ 82.50     | Facilities Managers                            |
| 11/17/2025 | 885140  | AT & T Corp         | Fleet          | \$ 82.50     | FLEET                                          |
| 11/17/2025 | 885140  | AT & T Corp         | General        | \$ 133.62    | Code Enforcement +Trina Arnold                 |
| 11/17/2025 | 885140  | AT & T Corp         | General        | \$ 41.25     | FINANCE purchasing agent                       |
| 11/17/2025 | 885140  | AT & T Corp         | General        | \$ 279.67    | Legal Dept -Domestic Violence -                |
| 11/17/2025 | 885140  | AT & T Corp         | IT Resources   | \$ 79.96     | IT Department -On call Phone -                 |
| 11/17/2025 | 885140  | AT & T Corp         | Library        | \$ 320.95    | Library                                        |
| 11/17/2025 | 885140  | AT & T Corp         | Library        | \$ 94.16     | Library Out Reach                              |
| 11/17/2025 | 885140  | AT & T Corp         | Park Dist 1    | \$ 424.53    | Parks Dept.                                    |
| 11/17/2025 | 885140  | AT & T Corp         | Park Dist 1    | \$ 33.24     | Parks Seasonal                                 |
| 11/17/2025 | 885140  | AT & T Corp         | Park Dist 1    | \$ 483.88    | Parks Tablets                                  |
| 11/17/2025 | 885140  | AT & T Corp         | Park Dist 1    | \$ 165.00    | PRPL - Recreation Division                     |

| Check Date | Check # | Name        | Fund Name     | Amount      | Item Desc                            |
|------------|---------|-------------|---------------|-------------|--------------------------------------|
| 11/17/2025 | 885140  | AT & T Corp | Park Dist 1   | \$ 41.25    | PRPL - Recreation Division           |
| 11/17/2025 | 885140  | AT & T Corp | Park Dist 1   | \$ 41.25    | REC Seasonal                         |
| 11/17/2025 | 885140  | AT & T Corp | Parking       | \$ 253.56   | Parking Phones and scanner           |
| 11/17/2025 | 885140  | AT & T Corp | Parking       | \$ 222.48   | Parking Phones and scanner           |
| 11/17/2025 | 885140  | AT & T Corp | PD Program    | \$ 41.25    | POLICE -DOM. VIOLENCE -Katie Nash    |
| 11/17/2025 | 885140  | AT & T Corp | Phone System  | \$ 70.02    | IT iPads                             |
| 11/17/2025 | 885140  | AT & T Corp | Phone System  | \$ 4.98     | IT iPads                             |
| 11/17/2025 | 885140  | AT & T Corp | Phone System  | \$ 43.28    | TeleComm Manager Doug                |
| 11/17/2025 | 885140  | AT & T Corp | Planning      | \$ 43.28    | -PLANNING ANNA VICKERS               |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 251.88   | Animal Control Cell Phones           |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 180.84   | Animal Control -MDT                  |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 91.26    | Assistant chiefs                     |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 55.02    | Assistant chiefs                     |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 60.28    | CCSIU Toughbook                      |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 306.49   | Comm. Center 9-1-1 Cell and Surfaces |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 54.98    | Comm. Center 9-1-1 Cell and Surfaces |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 30.14    | Detective Chartier -Toughbook        |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 100.43   | FIRE CRADLEPOINT AND DRONES          |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 345.94   | FIRE CRADLEPOINT AND DRONES          |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 1,258.32 | Fire Department Cell Phones          |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 242.40   | FIRE EMS                             |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 165.00   | Fire EMS Cell Phone                  |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 146.72   | FIRE INSPECTIONS                     |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 30.14    | Fire iPads and Surfaces              |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 55.02    | Fire iPads and Surfaces              |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 62.20    | Fire iPads and Surfaces              |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 165.06   | Fire iPads and Surfaces              |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 366.80   | Fire Station iPads                   |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 459.98   | Fire Station iPads                   |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 14.01    | Fire Training Laptops                |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 331.54   | MDT Fire                             |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 63.39    | POLICE CRADLEPOINT                   |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety | \$ 112.23   | POLICE CSO                           |

| Check Date | Check # | Name        | Fund Name      | Amount      | Item Desc                                               |
|------------|---------|-------------|----------------|-------------|---------------------------------------------------------|
| 11/17/2025 | 885140  | AT & T Corp | Public Safety  | \$ 3,790.76 | Police Department Cell Phone                            |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety  | \$ 43.28    | Police -Drone                                           |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety  | \$ 30.14    | POLICE -ICAC                                            |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety  | \$ 150.70   | Police MDT Toughbooks and Loaner MDT's                  |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety  | \$ 3,470.16 | Police MDT Toughbooks and Loaner MDT's                  |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety  | \$ 78.58    | SRO Richter Hot Spot CPC Tablets                        |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety  | \$ 60.28    | SRO Richter Hot Spot CPC Tablets                        |
| 11/17/2025 | 885140  | AT & T Corp | Public Safety  | \$ 217.20   | Yellowstone County Cellular Charges -Three cradlepoints |
| 11/17/2025 | 885140  | AT & T Corp | Solid Waste    | \$ 509.46   | SOLID WASTE Cell and iPads                              |
| 11/17/2025 | 885140  | AT & T Corp | Solid Waste    | \$ 140.41   | SOLID WASTE Cell and iPads                              |
| 11/17/2025 | 885140  | AT & T Corp | Solid Waste    | \$ 33.34    | SOLID WASTE CRADLE POINT                                |
| 11/17/2025 | 885140  | AT & T Corp | Street/Traffic | \$ 55.35    | School Flashers                                         |
| 11/17/2025 | 885140  | AT & T Corp | Street/Traffic | \$ 573.16   | Street Traffic iPads and Surface                        |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 6.58     | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 43.28    | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 22.66    | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 17.31    | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 25.97    | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 43.28    | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 26.32    | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 20.63    | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 43.28    | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 44.27    | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 42.24    | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 43.28    | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 123.75   | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 41.25    | MET                                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 391.93   | MET Transit Tablets                                     |
| 11/17/2025 | 885140  | AT & T Corp | Transit        | \$ 277.56   | MET Transit Tablets                                     |
| 11/17/2025 | 885140  | AT & T Corp | Wastewater     | \$ 179.16   | PW Environmental                                        |
| 11/17/2025 | 885140  | AT & T Corp | Wastewater     | \$ 257.69   | PWBELKNAP-DIST COLL CELL PHONES 50/50                   |
| 11/17/2025 | 885140  | AT & T Corp | Wastewater     | \$ 433.56   | PWBLKNP Electricians -Phones                            |
| 11/17/2025 | 885140  | AT & T Corp | Wastewater     | \$ 14.69    | PWBLKNP STORES -75/25                                   |

| Check Date | Check # | Name                 | Fund Name      | Amount       | Item Desc                                                         |
|------------|---------|----------------------|----------------|--------------|-------------------------------------------------------------------|
| 11/17/2025 | 885140  | AT & T Corp          | Wastewater     | \$ 834.05    | PWBLNP-WWTRMNT1 Wastewater Treatment Plant and iPads              |
| 11/17/2025 | 885140  | AT & T Corp          | Wastewater     | \$ 116.70    | PWBLNP-WWTRMNT1 Wastewater Treatment Plant and iPads              |
| 11/17/2025 | 885140  | AT & T Corp          | Wastewater     | \$ 255.93    | PW-Distribution Collection Tablets 50/50                          |
| 11/17/2025 | 885140  | AT & T Corp          | Wastewater     | \$ 133.86    | PW-Environmental                                                  |
| 11/17/2025 | 885140  | AT & T Corp          | Water          | \$ 257.70    | PWBELKNAP-DIST COLL CELL PHONES 50/50                             |
| 11/17/2025 | 885140  | AT & T Corp          | Water          | \$ 970.18    | PWBELKNAP-WT Water Treatment                                      |
| 11/17/2025 | 885140  | AT & T Corp          | Water          | \$ 42.32     | PWBELKNAP-WT Water Treatment                                      |
| 11/17/2025 | 885140  | AT & T Corp          | Water          | \$ 394.73    | PWBLKNP COMM-METER CityWorks/Neptune                              |
| 11/17/2025 | 885140  | AT & T Corp          | Water          | \$ 373.28    | PWBLKNP MTRSHOP CELL PHONE AND IPADS                              |
| 11/17/2025 | 885140  | AT & T Corp          | Water          | \$ 216.93    | PWBLKNP MTRSHOP CELL PHONE AND IPADS                              |
| 11/17/2025 | 885140  | AT & T Corp          | Water          | \$ 44.08     | PWBLKNP STORES -75/25                                             |
| 11/17/2025 | 885140  | AT & T Corp          | Water          | \$ 255.92    | PW-Distribution Collection Tablets 50/50                          |
| 11/17/2025 | 885141  | Bargreen Ellingson   | Library        | \$ 2,581.31  | 12148317 Cafe ice maker                                           |
| 11/17/2025 | 885141  | Bargreen Ellingson   | Library        | \$ 539.28    | 12149751 Filtration system for ice maker                          |
| 11/17/2025 | 885152  | Carahsoft Technology | General        | \$ 19,640.38 | DocuSign Annual Renewal                                           |
| 11/17/2025 | 885156  | Cats Arms            | Public Safety  | \$ 14,999.00 | Patrol Three SBR - Billings Edition - Accessory Package           |
| 11/17/2025 | 885156  | Cats Arms            | Public Safety  | \$ 21,199.00 | Patrol Three XL* - Billings Edition - FET Exempt Billings Edition |
| 11/17/2025 | 885156  | Cats Arms            | Public Safety  | \$ 719.00    | Savior / SWS Tactical Case                                        |
| 11/17/2025 | 885176  | Dell Computer        | Building       | \$ 187.79    | 24" Monitor and keyboard mouse -Building Noah                     |
| 11/17/2025 | 885176  | Dell Computer        | General        | \$ 396.08    | Qty. 2 monitors, sound bars, keyboard mouse -New Legal hires      |
| 11/17/2025 | 885176  | Dell Computer        | Street/Traffic | \$ 5,409.92  | Qty. 4 Dell Pro Slim1250, 4- sound bars, 8 -24" monitors X5019    |
| 11/17/2025 | 885180  | Duval Ford           | Capital Replac | \$ -         | Ford F150 super crew patrol pickup replacing unit 1408.00         |
| 11/17/2025 | 885180  | Duval Ford           | Capital Replac | \$ 37,940.00 | Ford Interceptor replacing unit 1424                              |
| 11/17/2025 | 885180  | Duval Ford           | Capital Replac | \$ 38,041.00 | Ford Interceptor replacing unit 1431                              |
| 11/17/2025 | 885180  | Duval Ford           | Capital Replac | \$ 35,094.00 | Ford Interceptor replacing unit 1434                              |
| 11/17/2025 | 885180  | Duval Ford           | Capital Replac | \$ -         | Ford Interceptor replacing unit 1439                              |
| 11/17/2025 | 885180  | Duval Ford           | Capital Replac | \$ -         | Ford Interceptor replacing unit 1463                              |
| 11/17/2025 | 885180  | Duval Ford           | Capital Replac | \$ -         | Ford Interceptor replacing unit 1477                              |
| 11/17/2025 | 885180  | Duval Ford           | Public Safety  | \$ -         | Ford F150 super crew patrol pickup replacing unit 1408.00         |
| 11/17/2025 | 885180  | Duval Ford           | Public Safety  | \$ 10,613.00 | Ford Interceptor replacing unit 1424                              |
| 11/17/2025 | 885180  | Duval Ford           | Public Safety  | \$ 10,512.00 | Ford Interceptor replacing unit 1431                              |
| 11/17/2025 | 885180  | Duval Ford           | Public Safety  | \$ 13,459.00 | Ford Interceptor replacing unit 1434                              |
| 11/17/2025 | 885180  | Duval Ford           | Public Safety  | \$ -         | Ford Interceptor replacing unit 1439                              |

| Check Date | Check # | Name                        | Fund Name        | Amount       | Item Desc                                                          |
|------------|---------|-----------------------------|------------------|--------------|--------------------------------------------------------------------|
| 11/17/2025 | 885180  | Duval Ford                  | Public Safety    | \$ -         | Ford Interceptor replacing unit 1463                               |
| 11/17/2025 | 885180  | Duval Ford                  | Public Safety    | \$ -         | Ford Interceptor replacing unit 1477                               |
| 11/17/2025 | 885181  | DXP Enterprises             | Water            | \$ 5,481.93  | Replacement air tank for SCBA                                      |
| 11/17/2025 | 885182  | EBMS                        | City Ins Fund    | \$ 6,713.64  | December 1, 2025 monthly billing statement                         |
| 11/17/2025 | 885182  | EBMS                        | City Ins Fund    | \$ 1,876.50  | December 1, 2025 monthly billing statement                         |
| 11/17/2025 | 885182  | EBMS                        | City Ins Fund    | \$ 1,242.50  | December 1, 2025 monthly billing statement                         |
| 11/17/2025 | 885182  | EBMS                        | City Ins Fund    | \$ 815.00    | December 1, 2025 monthly billing statement                         |
| 11/17/2025 | 885182  | EBMS                        | City Ins Fund    | \$ 78,369.93 | December 1, 2025 monthly billing statement                         |
| 11/17/2025 | 885182  | EBMS                        | City Ins Fund    | \$ 41,142.50 | December 1, 2025 monthly billing statement                         |
| 11/17/2025 | 885182  | EBMS                        | Payroll Clearing | \$ 13,512.19 | December 1, 2025 monthly billing statement                         |
| 11/17/2025 | 885189  | EXOR                        | Water            | \$ 3,244.38  | replacement OIT for WTP Filter Gallery                             |
| 11/17/2025 | 885195  | Gallatin Co Sheriffs Office | Public Safety    | \$ 3,600.00  | 3296, Abel, Johnson, Laase tuition for bloodstain pattern training |
| 11/17/2025 | 885197  | Geveko Markings             | Street/Traffic   | \$ 4,934.55  | Heat Tape                                                          |
| 11/17/2025 | 885201  | Hawkins Inc.                | Water            | \$ 31,527.60 | Aqua Hawk                                                          |
| 11/17/2025 | 885201  | Hawkins Inc.                | Water            | \$ 19,000.00 | chlorine for process                                               |
| 11/17/2025 | ACH     | Iaff                        | Payroll Clearing | \$ 6,628.91  | Payroll Summary                                                    |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 0.08      | 91635566                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 20.65     | 91635566                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 0.15      | 91635567                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 11.39     | 91635567                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 17.67     | 91635567                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 9.43      | 91635567                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 29.50     | 91635568                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 0.22      | 91635568                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 18.88     | 91635569                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 145.89    | 91635569                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 0.73      | 91635569                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 36.55     | 91635569                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 63.41     | 91635570                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 45.39     | 91635570                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 0.67      | 91635570                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 28.50     | 91635570                                                           |
| 11/17/2025 | 885208  | Ingram Library Services     | Library          | \$ 39.50     | 91635571                                                           |

| Check Date | Check # | Name                    | Fund Name | Amount    | Item Desc |
|------------|---------|-------------------------|-----------|-----------|-----------|
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 17.11  | 91635571  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 0.81   | 91635571  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 130.36 | 91635571  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 36.24  | 91635572  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 0.23   | 91635572  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 0.11   | 91635573  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 20.65  | 91635573  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 47.97  | 91635574  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 3.00   | 91635574  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 20.40  | 91708802  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 3.00   | 91708802  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 33.63  | 91744863  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 0.50   | 91744863  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 0.27   | 91744864  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 11.20  | 91744864  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 1.08   | 91744865  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 9.09   | 91744865  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 29.69  | 91744865  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 13.20  | 91744865  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 50.35  | 91744866  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 26.23  | 91744866  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 1.03   | 91744866  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 0.12   | 91744867  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 9.09   | 91744867  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 0.16   | 91769971  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 32.45  | 91769971  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 54.86  | 91769971  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 252.70 | 91769972  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 4.54   | 91769972  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 0.28   | 91769972  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 62.37  | 91769973  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 0.13   | 91769973  |
| 11/17/2025 | 885208  | Ingram Library Services | Library   | \$ 27.71  | 91769973  |

| Check Date | Check # | Name                    | Fund Name     | Amount       | Item Desc                                |
|------------|---------|-------------------------|---------------|--------------|------------------------------------------|
| 11/17/2025 | 885208  | Ingram Library Services | Library       | \$ 584.68    | 91769974                                 |
| 11/17/2025 | 885208  | Ingram Library Services | Library       | \$ 2.43      | 91769974                                 |
| 11/17/2025 | 885208  | Ingram Library Services | Library       | \$ 818.03    | 91769974                                 |
| 11/17/2025 | 885208  | Ingram Library Services | Library       | \$ 23.60     | 91769974                                 |
| 11/17/2025 | 885208  | Ingram Library Services | Library       | \$ 174.17    | 91769974                                 |
| 11/17/2025 | 885208  | Ingram Library Services | Library       | \$ 3.00      | 91769975                                 |
| 11/17/2025 | 885208  | Ingram Library Services | Library       | \$ 20.06     | 91769975                                 |
| 11/17/2025 | 885209  | Insight Public Sector   | Public Safety | \$ 8,787.60  | Qty. 12 FZ-55 Toughbooks and 7 docks     |
| 11/17/2025 | 885211  | Invoice Cloud           | Building      | \$ 28.15     | Biller Portal Services 10/01-10/31/2025  |
| 11/17/2025 | 885211  | Invoice Cloud           | City Ins Fund | \$ 24.63     | Biller Portal Services 10/01-10/31/2025  |
| 11/17/2025 | 885211  | Invoice Cloud           | Parking       | \$ 24.63     | Biller Portal Services 10/01-10/31/2025  |
| 11/17/2025 | 885211  | Invoice Cloud           | Solid Waste   | \$ 7,397.46  | Biller Portal services 10/01/2025-10/31/ |
| 11/17/2025 | 885211  | Invoice Cloud           | Solid Waste   | \$ 626.32    | Biller Portal Services 10/01-10/31/2025  |
| 11/17/2025 | 885211  | Invoice Cloud           | Storm Sewer   | \$ 3,287.76  | Biller Portal services 10/01/2025-10/31/ |
| 11/17/2025 | 885211  | Invoice Cloud           | Wastewater    | \$ 12,740.08 | Biller Portal services 10/01/2025-10/31/ |
| 11/17/2025 | 885211  | Invoice Cloud           | Water         | \$ 17,671.70 | Biller Portal services 10/01/2025-10/31/ |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 92.78     | C251401224.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 30.56     | C251401224.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 8.92      | C251401224.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 88.60     | C251401224.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 50.98     | C251401224.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 152.08    | C251401281.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 156.09    | C251401281.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 89.59     | C251401316.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 46.04     | C251401316.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 47.66     | C251401316.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 0.66      | C251401385.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 7.92      | C251401385.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 2.31      | C251401385.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 1.72      | C251401385.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 86.25     | C251401385.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 3.68      | C251401385.01                            |
| 11/17/2025 | 885205  | I-State Truck           | Fleet         | \$ 709.00    | C251401385.01                            |

| Check Date | Check # | Name                  | Fund Name        | Amount        | Item Desc                           |
|------------|---------|-----------------------|------------------|---------------|-------------------------------------|
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ 1.65       | C251401385.02                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ 3.29       | C251401385.02                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ 0.98       | C251401385.02                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ 371.31     | C251401506.01                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ 95.00      | C251401506.01                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ 50.76      | C251401516.01                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ (0.72)     | C251401518.01                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ (1.84)     | C251401518.01                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ (3.68)     | C251401518.01                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ 585.81     | C251401520.01                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ 387.35     | C251401521.01                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ 93.06      | C251401540.01                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ 292.80     | C251401559.01                       |
| 11/17/2025 | 885205  | I-State Truck         | Fleet            | \$ (86.25)    | C251401581.01                       |
| 11/17/2025 | 885205  | I-State Truck         | Solid Waste      | \$ 1,122.36   | C251401224.01                       |
| 11/17/2025 | 885226  | Knife River           | Street/Traffic   | \$ 1,992.26   | paved asphalt approach on Reda      |
| 11/17/2025 | 885226  | Knife River           | Street/Traffic   | \$ 725.20     | PUD Water Break @ Virginia Lane     |
| 11/17/2025 | 885230  | Langlas & Associates  | Tax Incrmnt S    | \$ 967,376.71 | Amend Park Recreation Campus        |
| 11/17/2025 | 885230  | Langlas & Associates  | Tax Incrmnt S    | \$ 48,760.71  | CO #1A Amend Park Recreation Campus |
| 11/17/2025 | 885242  | Montana CSED          | Payroll Clearing | \$ 6,142.70   | Payroll Summary                     |
| 11/17/2025 | 885244  | MFPE                  | Payroll Clearing | \$ 2,997.28   | Payroll Summary                     |
| 11/17/2025 | 885246  | MSFA                  | Payroll Clearing | \$ 6,169.86   | Payroll Summary                     |
| 11/17/2025 | 885248  | Motor Power Equipment | Fleet            | \$ 734.40     | 1576783                             |
| 11/17/2025 | 885248  | Motor Power Equipment | Fleet            | \$ 206.49     | 1576783                             |
| 11/17/2025 | 885248  | Motor Power Equipment | Fleet            | \$ 201.97     | 1577369                             |
| 11/17/2025 | 885248  | Motor Power Equipment | Fleet            | \$ 1,054.93   | 1578073                             |
| 11/17/2025 | 885248  | Motor Power Equipment | Fleet            | \$ 53.82      | 1578267                             |
| 11/17/2025 | 885248  | Motor Power Equipment | Fleet            | \$ 153.05     | 1578438                             |
| 11/17/2025 | 885248  | Motor Power Equipment | Fleet            | \$ 536.34     | 1578774                             |
| 11/17/2025 | 885248  | Motor Power Equipment | Fleet            | \$ 110.00     | 1578774                             |
| 11/17/2025 | 885248  | Motor Power Equipment | Fleet            | \$ (110.00)   | 1578782                             |
| 11/17/2025 | 885248  | Motor Power Equipment | Fleet            | \$ 85.00      | 1579007                             |
| 11/17/2025 | 885248  | Motor Power Equipment | Fleet            | \$ 680.94     | 1579007                             |

| Check Date | Check # | Name                        | Fund Name        | Amount       | Item Desc                                                       |
|------------|---------|-----------------------------|------------------|--------------|-----------------------------------------------------------------|
| 11/17/2025 | 885248  | Motor Power Equipment       | Fleet            | \$ 75.11     | 1579007                                                         |
| 11/17/2025 | 885248  | Motor Power Equipment       | Fleet            | \$ 20.25     | 1579076                                                         |
| 11/17/2025 | 885249  | MPPA                        | Payroll Clearing | \$ 3,957.66  | Payroll Summary                                                 |
| 11/17/2025 | 885251  | MT Dept of Revenue-CGR2     | Stillwater Cons  | \$ 687.38    | Modernization of elevators at the Stillwater Building           |
| 11/17/2025 | 885251  | MT Dept of Revenue-CGR2     | Tax Incrmnt S    | \$ 9,771.49  | Amend Park Recreation Campus                                    |
| 11/17/2025 | 885251  | MT Dept of Revenue-CGR2     | Tax Incrmnt S    | \$ 492.52    | CO #1A Amend Park Recreation Campus                             |
| 11/17/2025 | 885256  | Northwest Industrial Repair | Wastewater       | \$ 3,377.15  | oil for Digester Biogas Blower # 1                              |
| 11/17/2025 | 885263  | Polydyne                    | Wastewater       | \$ 5,096.00  | Stuvite control for Centrifuge                                  |
| 11/17/2025 | 885267  | Proforce Law Enforcement    | Public Safety    | \$ 5,118.75  | 588692, duty holsters 17/22 w/lgt                               |
| 11/17/2025 | 885268  | Public Utilities            | Airport          | \$ 17,306.29 | 3074776. October 2025 Water                                     |
| 11/17/2025 | 885268  | Public Utilities            | CDBG             | \$ 53.81     | PW Utilities - 1709 St. John's - 11.3.25 Statement              |
| 11/17/2025 | 885276  | Rocky Mountain Compost      | Park Dist 1      | \$ 4,160.00  | playground chips for for zone 4 - 30159                         |
| 11/17/2025 | 885276  | Rocky Mountain Compost      | Park Dist 1      | \$ 4,160.00  | playground chips for zone 3                                     |
| 11/17/2025 | 885278  | SavATree                    | Street/Traffic   | \$ 4,095.00  | fall fertilizer application                                     |
| 11/17/2025 | 885286  | Star Service                | Wastewater       | \$ 12,400.00 | Retrofit new city supplied pumps into Sahara Sands Lift Station |
| 11/17/2025 | 885290  | Sundown Security            | Airport          | \$ 4,879.50  | Aviation Workers Screening Services as Required by the TSA      |
| 11/17/2025 | ACH     | Teamsters Union Local 190   | Payroll Clearing | \$ 10,664.00 | Payroll Summary                                                 |
| 11/17/2025 | 885293  | Tel Net Systems             | Wastewater       | \$ 6,454.00  | Network cabling completed in last remod                         |
| 11/17/2025 | 885293  | Tel Net Systems             | Water            | \$ 6,454.00  | Network cabling completed in last remod                         |
| 11/17/2025 | 885296  | Thorn Run Partners          | Airport          | \$ 2,500.00  | Amendment to Federal Lobbyist Services - Extension Payment      |
| 11/17/2025 | 885296  | Thorn Run Partners          | General          | \$ 2,500.00  | Amendment to Federal Lobbyist Services - Extension Payment      |
| 11/17/2025 | 885296  | Thorn Run Partners          | General          | \$ -         | Amendment to Federal Lobbyist Services - Extension Payment      |
| 11/17/2025 | 885296  | Thorn Run Partners          | P.W. Admin       | \$ 2,500.00  | Amendment to Federal Lobbyist Services - Extension Payment      |
| 11/17/2025 | 885299  | TK Elevator                 | Facilities       | \$ 3,536.91  | Inv. 3008988501 Gold - Full Maintenance monthly fee             |
| 11/17/2025 | 885300  | TK Elevator                 | Stillwater Cons  | \$ 68,050.12 | Modernized the elevator equipment at the Stillwater Building    |
| 11/17/2025 | ACH     | Town & Country Supply       | Fleet            | \$ 2.81      | 449656                                                          |
| 11/17/2025 | ACH     | Town & Country Supply       | Fleet            | \$ 4,623.66  | 449656                                                          |
| 11/17/2025 | ACH     | Town & Country Supply       | Fleet            | \$ 5,908.81  | 449656                                                          |
| 11/17/2025 | ACH     | Town & Country Supply       | Fleet            | \$ 13,217.77 | 449656                                                          |
| 11/17/2025 | ACH     | Town & Country Supply       | Fleet            | \$ 5,687.34  | 449656                                                          |
| 11/17/2025 | ACH     | Town & Country Supply       | Public Safety    | \$ 1,221.71  | Unleaded fuel and diesel for stations                           |
| 11/17/2025 | ACH     | Tractor & Equipment         | Solid Waste      | \$ 602.15    | PERFORM 1000 HOUR SERVICE                                       |
| 11/17/2025 | ACH     | Tractor & Equipment         | Solid Waste      | \$ 1,571.00  | PERFORM 1000 HOUR SERVICE                                       |

| Check Date | Check # | Name                | Fund Name      | Amount      | Item Desc                                             |
|------------|---------|---------------------|----------------|-------------|-------------------------------------------------------|
| 11/17/2025 | ACH     | Tractor & Equipment | Solid Waste    | \$ 4,755.00 | TROUBLE SHOOT ENGINE                                  |
| 11/17/2025 | ACH     | Tractor & Equipment | Solid Waste    | \$ 2,315.58 | TROUBLE SHOOT ENGINE                                  |
| 11/17/2025 | 885306  | Turf Teq LLC        | Street/Traffic | \$ 9,326.23 | Tractor - Honda ...Walk Behind Edger; Invoice # 52351 |
| 11/17/2025 | 885308  | Verizon Wireless    | Engineering    | \$ 67.33    | PW-Engineering                                        |
| 11/17/2025 | 885308  | Verizon Wireless    | Fleet          | \$ 42.87    | Motor Pool                                            |
| 11/17/2025 | 885308  | Verizon Wireless    | General        | \$ 77.30    | City Administrator 0100-13130-403450                  |
| 11/17/2025 | 885308  | Verizon Wireless    | General        | \$ (600.00) | Code Enf. Tina Hoeger Laptop and Cell Phones          |
| 11/17/2025 | 885308  | Verizon Wireless    | General        | \$ 10.02    | Code Enf. Tina Hoeger Laptop and Cell Phones          |
| 11/17/2025 | 885308  | Verizon Wireless    | General        | \$ 256.11   | Code Enf. Tina Hoeger Laptop and Cell Phones          |
| 11/17/2025 | 885308  | Verizon Wireless    | General        | \$ 40.01    | Code Enforcement Laptop -Todd Morgan                  |
| 11/17/2025 | 885308  | Verizon Wireless    | Library        | \$ 570.21   | Library -2600-55120-403450                            |
| 11/17/2025 | 885308  | Verizon Wireless    | Library        | \$ 66.47    | Library -2600-55120-403450                            |
| 11/17/2025 | 885308  | Verizon Wireless    | Parking        | \$ 193.25   | Parking 5210 15210 403450                             |
| 11/17/2025 | 885308  | Verizon Wireless    | PD Program     | \$ 386.50   | CCSIU Cel/PTT                                         |
| 11/17/2025 | 885308  | Verizon Wireless    | PD Program     | \$ 80.02    | CCSIU RAVEN                                           |
| 11/17/2025 | 885308  | Verizon Wireless    | Phone System   | \$ (100.00) | Andy iPad                                             |
| 11/17/2025 | 885308  | Verizon Wireless    | Phone System   | \$ 20.02    | Andy iPad                                             |
| 11/17/2025 | 885308  | Verizon Wireless    | Phone System   | \$ 80.02    | WRF Cradle Point Belknap Cradle Point                 |
| 11/17/2025 | 885308  | Verizon Wireless    | Public Safety  | \$ 40.01    | Bait Car 1500-21110-403450                            |
| 11/17/2025 | 885308  | Verizon Wireless    | Public Safety  | \$ 40.01    | Fire Drone Hotspot                                    |
| 11/17/2025 | 885308  | Verizon Wireless    | Public Safety  | \$ 40.01    | Fire MDT -1500-22210-403450                           |
| 11/17/2025 | 885308  | Verizon Wireless    | Public Safety  | \$ 20.02    | Fire MDT -1500-22210-403450/ Test Verizon iPad        |
| 11/17/2025 | 885308  | Verizon Wireless    | Public Safety  | \$ 320.08   | MDT Toughbooks                                        |
| 11/17/2025 | 885308  | Verizon Wireless    | Public Safety  | \$ 40.04    | MDT Toughbooks                                        |
| 11/17/2025 | 885308  | Verizon Wireless    | Public Safety  | \$ 78.66    | Police Bait Car and SRO Boeckel                       |
| 11/17/2025 | 885308  | Verizon Wireless    | Public Safety  | \$ 40.01    | Police iPad St John                                   |
| 11/17/2025 | 885308  | Verizon Wireless    | Solid Waste    | \$ 24.63    | PW-SW-ON CALL Solid Waste On Call                     |
| 11/17/2025 | 885308  | Verizon Wireless    | Street/Traffic | \$ 174.67   | PW-Streets iPads and Derick Milller -Street Cameras   |
| 11/17/2025 | 885308  | Verizon Wireless    | Street/Traffic | \$ 244.99   | PW-STRT TRFC Streets                                  |
| 11/17/2025 | 885308  | Verizon Wireless    | Transit        | \$ 309.02   | MET AVL                                               |
| 11/17/2025 | 885308  | Verizon Wireless    | Transit        | \$ 1,120.28 | MET Max Transit                                       |
| 11/17/2025 | 885308  | Verizon Wireless    | Transit        | \$ 970.34   | MET Max Transit                                       |
| 11/17/2025 | 885308  | Verizon Wireless    | Transit        | \$ 280.11   | MET Transit                                           |

| Check Date | Check # | Name               | Fund Name     | Amount       | Item Desc                           |
|------------|---------|--------------------|---------------|--------------|-------------------------------------|
| 11/17/2025 | 885308  | Verizon Wireless   | Wastewater    | \$ 520.13    | MET Tablets                         |
| 11/17/2025 | 885308  | Verizon Wireless   | Water         | \$ 67.33     | PWBLNP Comm-Meter CityWorks/Neptune |
| 11/17/2025 | 885308  | Verizon Wireless   | Water         | \$ 40.01     | PWBLNP Comm-Meter CityWorks/Neptune |
| 11/17/2025 | ACH     | VertexOne Software | P.W. Admin    | \$ 3,791.68  | Document service for October 2025   |
| 11/17/2025 | 885316  | YVAS               | Public Safety | \$ 28,038.75 | contract                            |

**City Council Regular**

**Date:** 12/15/2025  
**Title:** Zone Change 1075 - Grand Ave. - Proposed Homestead Acres - P1 to CMU1  
**Presented by:** Karen Husman  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Yes  
**Project Number:** PZX-25-00203

**RECOMMENDATION**

Zoning Commission is recommending approval and adoption of the findings of the 10 review criteria for Zone Change 1075, and approval of the variance from Section 27-802.B. the PND required separation from the CMU1 adjacent to Ag by a public street or alley.

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

Zone Change 1075 was initiated by City Council to amend Parks and open space (P1) to Corridor Mixed Use 1 (CMU1) on Lot 67A1, Amended Plat of Lots 66A and 67A Sunny Cove Fruit Farms (to be known as Homestead Acres), S31, T01 N, R25 E, .38 acres of a 27.152 acre parcel of land. Included in this request is a variance from Section 27-802.B.1(b) the PND required separation from the CMU1 adjacent to Agriculture (A) zones by a public street or alley to allow the CMU1 zone adjacent to the Agricultural zone without a street or alley, allowing the landscape buffering requirement for CMU zones as sufficient buffer between the two zones.

The subject property was recently part of the approved Zone Change 1070. Zone Change 1070 was approved on first reading of the ordinance on September 22, 2025. Second reading of the ordinance was approved on October 27, 2025.

**APPLICATION DATA**

OWNER/DEVELOPER: Brian Harvey  
LEGAL DESCRIPTION: Lot 67A1 of the Amended Plat of Lots 66A and 67A Sunny Cove Fruit Farms (to be known as Homestead Acres)  
CURRENT ZONING: Corridor Mixed-use 1 (CMU1) and Parks and open space (P1)  
EXISTING LAND USE: Vacant  
PROPOSED LAND USE: Commercial  
SIZE OF PARCEL/AREA: Approximately .38 acres more or less

**SURROUNDING LAND USE & ZONING:**

**NORTH** Corridor Mixed-use 1 (CMU1) (adjacent interior to the development) N4-Large Lot Suburban Neighborhood Zoning: & P1 -- Parks and Open Space (outside of the development)  
**NORTH** Vacant, Commercial/Residential  
Land Use:  
**SOUTH** N3 - Suburban Neighborhood Residential & P2-Public, Civic and Institutions  
Zoning:  
**SOUTH** Ben Steele School, Residential  
Land Use:  
**EAST** N2 -- Mid Century Residential, Planned Unit Development - Hawk Creek, NMU - Neighborhood Mixed Use Zoning: (outside of the development) & CMU 1 (adjacent interior to the development)  
**EAST** Residential, Diamond X, Back 9, Bank  
Land Use:  
**WEST** A- Agriculture  
Zoning:  
**WEST** Vacant/Agriculture  
Land Use:

Zoning Commission is forwarding a recommendation of approval and adoption of the findings for the 10 review criteria for Zone Change 1075 and approval of the variance from Section 27-802.B. the PND required separation from the CMU1 adjacent to Ag by a public street or alley. This zone change will amend the P1 strip on the southwest edge of the previously approved Zone Change 1070 PND-MU to a more appropriate zone of CMU1. The zone change and associated variance will allow for the property owner to develop to the boundary of their property and allow for the B3 landscape buffering between the CMU zone and the adjacent Ag zone per Section 27-1200 Table 27-1200.3. act as the sufficient buffering requirements. The proposed zone change is compatible with nearby existing facilities and would not be overly intrusive to nearby property with the landscaping buffer provided.

## **STAKEHOLDERS**

Planning staff notified the surrounding owners, published a legal ad, and posted the property as required by the zoning regulations. At the time of writing this staff report, Planning staff had not received any correspondence on the proposed zone change from surrounding owners or any members of the public.

## **ZONING COMMISSION PUBLIC HEARING DECEMBER 2, 2025**

The Zoning Commission held a public hearing on December 2, 2025, where staff provided a brief presentation outlining the request. Staff also stated that the review criteria for a variance request is encompassed in the findings of the zone change, worded differently. For reference, staff has added the Variance Criteria per City Zoning Code Section 27-1627 to the Summary portion of this report.

Based on the proposed findings related to the zone change review criteria, and incorporating findings of the variance criteria, Planning staff recommended approval of the application. Chairperson Dan Brooks opened the public hearing and invited the applicant's agent for the original Zone Change 1070 to speak. John Halverson, Agent (Sanbell), said the applicant concurred with staff's recommendation.

There were no members of the public in attendance; no comments were received.

Chairperson Brooks closed the public hearing. A motion was made by Commissioner Megorden, seconded by Commissioner Mulveney, and passed by a 4-0 voice vote to forward a recommendation for approval and adoption of the proposed review criteria, and approval of the requested variance from Section 27-802.B regarding the PND-required separation from CMU1 adjacent to Agricultural zoning by a public street or alley.

## **ALTERNATIVES**

Zoning Commission is recommending approval of the Zone Change and the Variance request. The following are options for the City Council's actions:

- Approval and adoption of the findings for the ten review criteria for Zone Change 1075, along with approval of the variance from Section 27-802.B regarding the PND-required separation from CMU1 adjacent to Agricultural zoning by a public street or alley; or
- Denial and adoption of alternative findings for the ten review criteria for Zone Change 1075, along with denial of the variance from Section 27-802.B regarding the PND-required separation from CMU1 adjacent to Agricultural zoning by a public street or alley; or
- Delay action on the zone change and variance request for up to 30 days.
- Allow withdrawal of the application (since this zone change was initiated by the City Council, any withdrawal would need to be requested by the Council itself)
- Refer the application back to the zoning commission for an additional public hearing based on a determination that 1) new information has been submitted that the applicant and public has not had a reasonable opportunity to examine and comment on, or 2) new information has been presented that was never submitted or considered by the zoning commission or staff. A city council referral back to the zoning commission will require publication of a new legal ad, posting of the property and mailing to the surrounding property. A referral back to the commission under this section requires a sixty (60) percent majority vote of the present and voting members of the council and may only be done once by the city council.

## **FISCAL EFFECTS**

Approval or denial of the proposed zone change and variance will not have a financial impact on the Planning Division budget.

## **SUMMARY**

Prior to any action, the City Council shall consider the following:

## **ZONE CHANGE CRITERIA** (BMCC Section 27-1628.D.)

### **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 interaction.
- 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.

#### *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.

Staff supports the variance request from Section 27-802.B, which requires Planned Neighborhood Development (PND) areas to be separated from CMU1 zoning by a public street or alley when adjacent to Agricultural (Ag) zoning. Requiring a street or alley separation is not ideal in this location and there is no plan to include another connection of a street or alley off of Grand Avenue when they already have access from Grand on the easterly side of the subdivision. The 20-foot-wide P1 buffer between the CMU1 and Ag district is not a desirable separation. The intent for buffering is already a requirement within our zoning regulations. Per Section 27-1200, Table 27-1200.3, a Type B3 landscape buffer is required between CMU zoning and adjacent Ag zoning, and this standard would adequately address buffering needs. The proposed P1 strip, however, would likely result in an unusable area of land, whereas applying the B3 landscape buffer would meet the intent of the code and provide appropriate screening between the CMU1 district and the adjacent agricultural use.

### **2. Is the new zoning designed to secure from fire and other dangers?**

The minor amendment to the PND by rezoning the .38 acre piece of P1 zone to CMU1 would not change the design of the development. The new zoning requires minimum setbacks, open and landscaped areas, and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers. 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 will be promoted by the proposed change and variance approval. Per Section 27-1200, Table 27-1200.3, a Type B3 landscape buffer is required between CMU zoning and adjacent Ag zoning and use of a single-family residence. The landscaping buffer is sufficient to address buffering needs, as it is expected the property to the west will eventually be annexed into the city.

### **4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?**

*Transportation:* The approved PND zoning and new development will increase traffic on the adjacent street network. Traffic impacts have been reviewed and evaluated with the approved PND and the subsequent subdivision. Changing the .38 acre portion of P1 to CMU1 would not affect the transportation network.

*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 between the City of Billings and the Property 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 shall pay any water system and wastewater system development fee prior to the issuance of any building permits. Changing the .38 acre portion of P1 to CMU1 would not affect the approved PND and the provisions of water and sewer to the property.

*Schools and Parks:* Schools may be impacted by the proposed zone change as the proposed zone district is a commercial mixed-use zone district, and residential use is allowable within the zone. However, it is unlikely that residential use will occur as the developer has indicated a commercial use for the proposed lot within their traffic impact study which is being reviewed as part of the proposed subdivision. Parks should not be 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 approximately 0.37 miles away. The Police and

Fire Departments expressed no concerns with the zone change. Changing the .38 acre portion of P1 to CMU1 would not affect the Fire and Police services to the development.

**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 which provides for adequate light and air. This parcel is presently vacant. Therefore, any new structure(s) will be required to meet setback/build-to, height, building separation, and Building Code requirements. Changing the .38 acre portion of P1 to CMU1 would not affect the provisions for adequate light and air.

**6. Will the new zoning affect motorized and non-motorized transportation?**

The new zoning itself will not impact motorized and non-motorized transportation, as it is a continuation of the adjacent CMU1 onto the remainder of the property. Once the overall PND and subsequent subdivision are developed, there will be increased volume to the transportation network, both motorized and non-motorized. Traffic impacts have been reviewed and evaluated with the approved PND and the subsequent subdivision. Impacts identified within the Traffic Impact Study are typically mitigated using a proportionate share cash contribution or by construction of the improvements. Changing the .38 acre portion of P1 to CMU1 would not affect the motorized and non-motorized transportation.

**7. Will the new zoning promote compatible urban growth?**

The proposed zoning does promote compatible urban growth by changing the P1 zone area to align with the CMU1 zone to the east of the .38 acre (20 foot wide) strip within the PND. The removal of the P1 zone allows for the developer to utilize the full extent of the property and avoid having a potentially unmaintained parkland strip. Type B3 landscape buffer is required between CMU zoning and adjacent Ag zoning, and this standard would adequately address buffering needs.

**8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?**

The approved PND and proposed zone change does consider the character of the district and the suitability of the property for the proposed use. The proposed zoning is compatible with the adjacent zoning and existing development and uses in the vicinity, as mentioned in Criteria 7. Further, this use is compatible with the character of the surrounding district and the suitability of the property for future uses. Allowing the P1 strip to change to the proposed CMU1, will align with the remainder of the parcel approved PND Zone Change 1070.

**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 on the parcel. Any new structures will need to be in compliance with zoning and building codes. Allowing for the zone change will potentially allow for future development of the property to utilize more of the proposed lot as the landscape buffer of B3 is 10 feet wide as opposed to the 20 feet wide P1 strip.

**10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?**

Zone Change 1070 was approved as a Mixed Use Planned Neighborhood Development (MU-PND), which includes First Neighborhood Residential (N1), Mixed Residential 1 (NX1), Corridor Mixed-Use 1 (CMU1), and Parks and open space (P1) zoning districts. The property will be developed in accordance with the applicable zoning requirements. Similar land uses exist in the surrounding area, including the Granite Peak Townhomes zoned NX1, and nearby commercial developments such as Diamond X, Back 9, and Albertsons to the east, which are zoned CMU1 and CMU2. The proposed zoning within the PND is consistent with existing zoning patterns in the area, making it an appropriate use of the land. The proposed zone change of the .38 acre strip from P1 to CMU1 will further promote compatible development by aligning the site with the adjacent CMU1 zoning. Additionally, the requested variance from the required separation from an Agricultural zoning district by a street or alley will allow the required landscaping buffer yard to serve as an adequate separation between the two zones.

**VARIANCE CRITERIA (BMCC 27-1627.D)**

**1. That special conditions and circumstances exist which are peculiar to the land, the lot or something inherent in the land which causes the hardship, and which are not applicable to other lands in the same district;**

The circumstances in this application is the PND requirement for a separation by a public street or alley is not going to be allowed to connect to Grand Ave. This would create a street or alley that would have no purpose other than meeting the separation requirement.

**2. That a literal interpretation of the provisions of this Zoning Code would deprive the applicant of rights commonly enjoyed by other tracts in the same district;**

The variance would be supported under the provision of the zoning code. The zone change and associated variance will allow for the property owner to develop to the boundary of their property and allow for the B3 landscape buffering

between the CMU zone and the adjacent Ag zone per Section 27-1200 Table 27-1200.3. act as the sufficient buffering requirements. The proposed zone change is compatible with nearby existing facilities and would not be overly intrusive to nearby property with the landscaping buffer provided.

**3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Zoning Code to other land in the same district;**

There is no comparative property to justify that this would confer a special privilege.

**4. That the granting of the variance will be in harmony with the general purpose and intent of this Zoning Code and with the growth policies;**

Per Criteria 1 in the Zone Change approval findings; the variance is in harmony with the Growth Policy - Strong Neighborhoods; Prosperity and Essential Investments.

The Zoning Commission supports the variance request from Section 27-802.B, which requires Planned Neighborhood Development (PND) areas to be separated from CMU1 zoning by a public street or alley when adjacent to Agricultural (Ag) zoning. Requiring a street or alley separation is not ideal in this location and there is no plan to include another connection of a street or alley off of Grand Avenue when they already have access from Grand on the easterly side of the subdivision. The 20-foot-wide P1 zone between the CMU1 and Ag district is not a desirable separation. The intent for buffering is already a requirement within our zoning regulations. Per Section 27-1200, Table 27-1200.3, a Type B3 landscape buffer is required between CMU zoning and adjacent Ag zoning, and this standard would adequately address buffering needs. The proposed P1 strip, however, would likely result in an unusable area of land, whereas applying the B3 landscape buffer would meet the intent of the code and provide appropriate screening between the CMU1 district and the adjacent agricultural use.

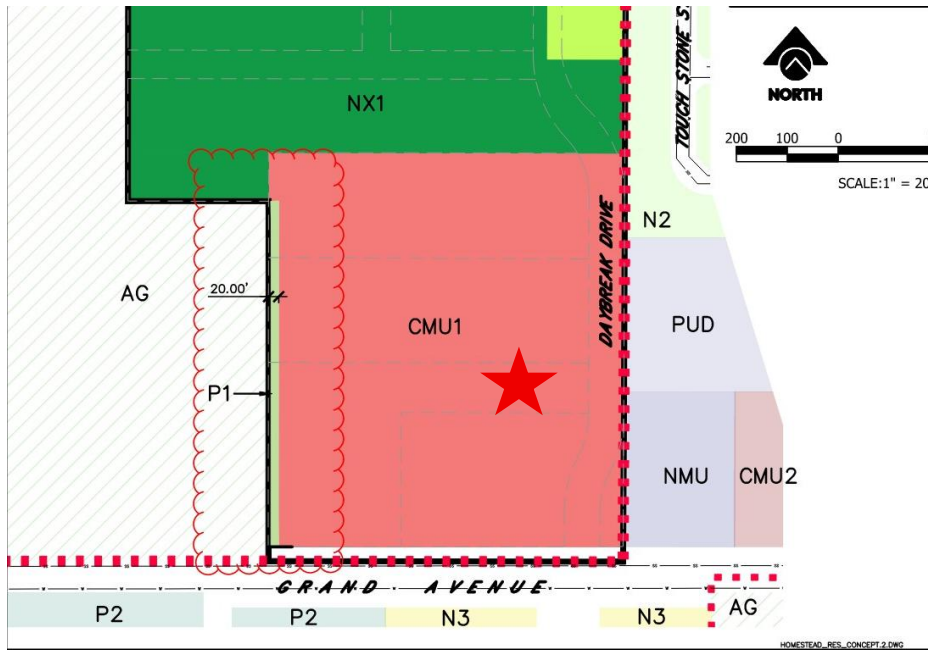
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**Attachments**

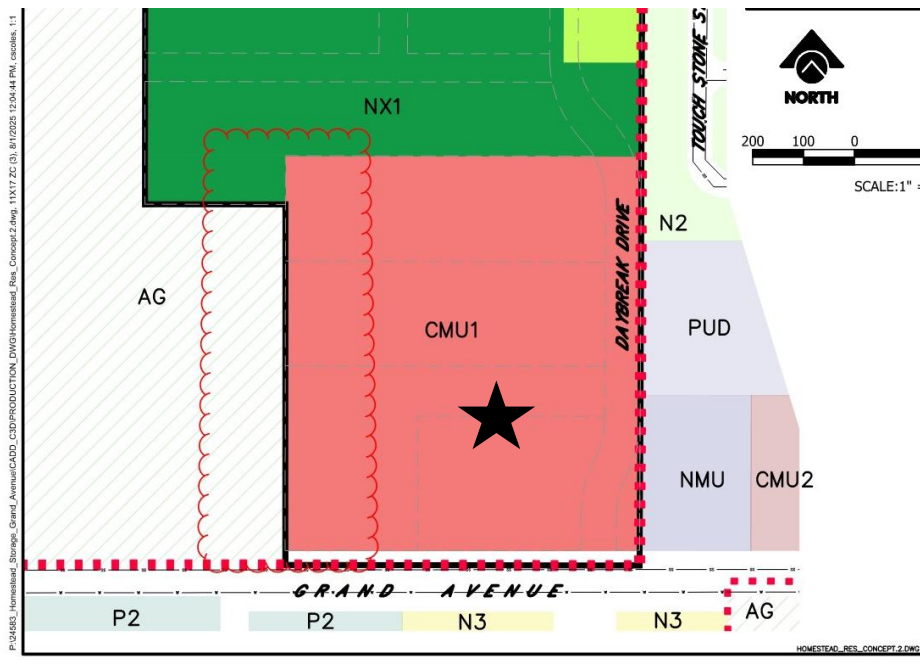
Zoning Map & Site Photos  
Application  
History  
Resolution

# Zone Change 1075 Attachments

## Zoning Map & Site Photos



### Existing



### Proposed





East



West



North



South

**CITY ZONE CHANGE APPLICATION FORM**

**CITY ZONE CHANGE** Billings Zone Change # 1075 Project # 25-00203

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 \_\_\_\_\_

Proposed Zoning: \_\_\_\_\_

PARCEL TAX ID# \_\_\_\_\_ CITY ELECTION WARD \_\_\_\_\_

Legal Description of Property: SUNNY COVE FRUIT FARMS, S31, T01 N, R25 E, Lot 67A1, AMD (25)

Address or General Location (If unknown, contact City Engineering): \_\_\_\_\_

Size of Parcel (Area square feet or acres): \_\_\_\_\_

Present Land-Use: \_\_\_\_\_

Proposed Land-Use: \_\_\_\_\_

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s) \_\_\_\_\_

(Record Owner)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(email)

Agent(s): \_\_\_\_\_

(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Record Owner – Digital Signature Allowed)

| <b>SUBJECT PROPERTY</b>                             | <b>Zone Change</b> | <b>DATE</b> | <b>FOR</b>                                             | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                                                      |
|-----------------------------------------------------|--------------------|-------------|--------------------------------------------------------|-----------------------|-----------------------------------------------------------------------------|
| PND                                                 | 1070               | 9/22/2025   |                                                        | Y                     |                                                                             |
|                                                     |                    |             |                                                        |                       |                                                                             |
| <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                                                    |
|                                                     |                    |             |                                                        |                       |                                                                             |
|                                                     |                    |             |                                                        |                       |                                                                             |

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

**A RESOLUTION OF THE CITY OF BILLINGS APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT LOT 67A1, AMENDED PLAT OF LOTS 66A AND 67A SUNNY COVE FRUIT FARMS, S31, T01 N, R25 E**

WHEREAS, the City of Billings City Council ("the Applicant") filed an application for a zone change on November 3, 2025, to amend the Official Zoning Map; and

WHEREAS, the property is legally described as: a portion of Lot 67A1, Amended Plat of Lots 66A and 67A Sunny Cove Fruit Farms, S31, T01 N, R25 E, approximately .38 acres of a 27.152 acre parcel of land; the property is currently zoned as Parks and Open Space (P1) ; the Applicant proposes to change the zoning to Corridor Mixed Use 1 (CMU1); Included in this request is a variance from Section 27-802.B.1(b) the PND required separation from the CMU1 adjacent to Agriculture (A) zones by a public street or alley to allow the CMU1 zone adjacent to A zone without a street or alley; and

WHEREAS, a public hearing was held on December 2, 2025, before the Zoning Commission to consider the application, with all interested parties given an opportunity to be heard; the Zoning Commission has made findings of fact and recommended approval of the zone change and variance from Section 27-802.B.1(b) the PND required separation from the CMU1 adjacent to Agriculture (A) zones by a public street or alley to allow the CMU1 zone adjacent to A zone without a street or alley, as reflected in the staff report dated December 2, 2025; and

WHEREAS, the City Council has reviewed the application, the staff report, the findings of the Zoning Commission, and held a public hearing on December 15, 2025, and considered public testimony; and

WHEREAS, the City Council has determined that the proposed Zone Change 1075 is consistent with the City Growth Policy, will promote public health, safety, and general welfare, and is suitable for the area.

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

1. MAP AMENDMENT APPROVAL. That the zone change application to amend the Official Zoning Map for the property legally described above is hereby APPROVED.
2. VARIANCE. A variance from Section 27-802.B.1(b) requiring separation from the CMU1 adjacent to Agriculture (A) zones by a public street or alley to allow the CMU1 zone adjacent to A zone without a street or alley is hereby APPROVED.

3. AMENDMENT. That the zoning designation for the property located on a portion of Lot 67A1, Amended Plat of Lots 66A and 67A Sunny Cove Fruit Farms, S31, T01 N, R25 E, approximately .38 acres of a 27.152 acre parcel of land is hereby changed from Parks and Open Space (P1); to Corridor Mixed Use 1 (CMU1); per Exhibit A.
4. ZONING MAP. That the Official Zoning Map of City of Billings shall be amended to reflect this change.
5. NOTICE OF HEARING. On Monday, December 15, 2025, at 5:30 o'clock p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard public testimony before considering adoption of this resolution. The City Clerk published notice of the public hearing twice, with the first notice published at least five (5) business days before the hearing in a newspaper of general circulation as provided in Section 7-1-4127, MCA.
6. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by the City Council on the 15<sup>th</sup> day of December 2025.

CITY OF BILLINGS

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

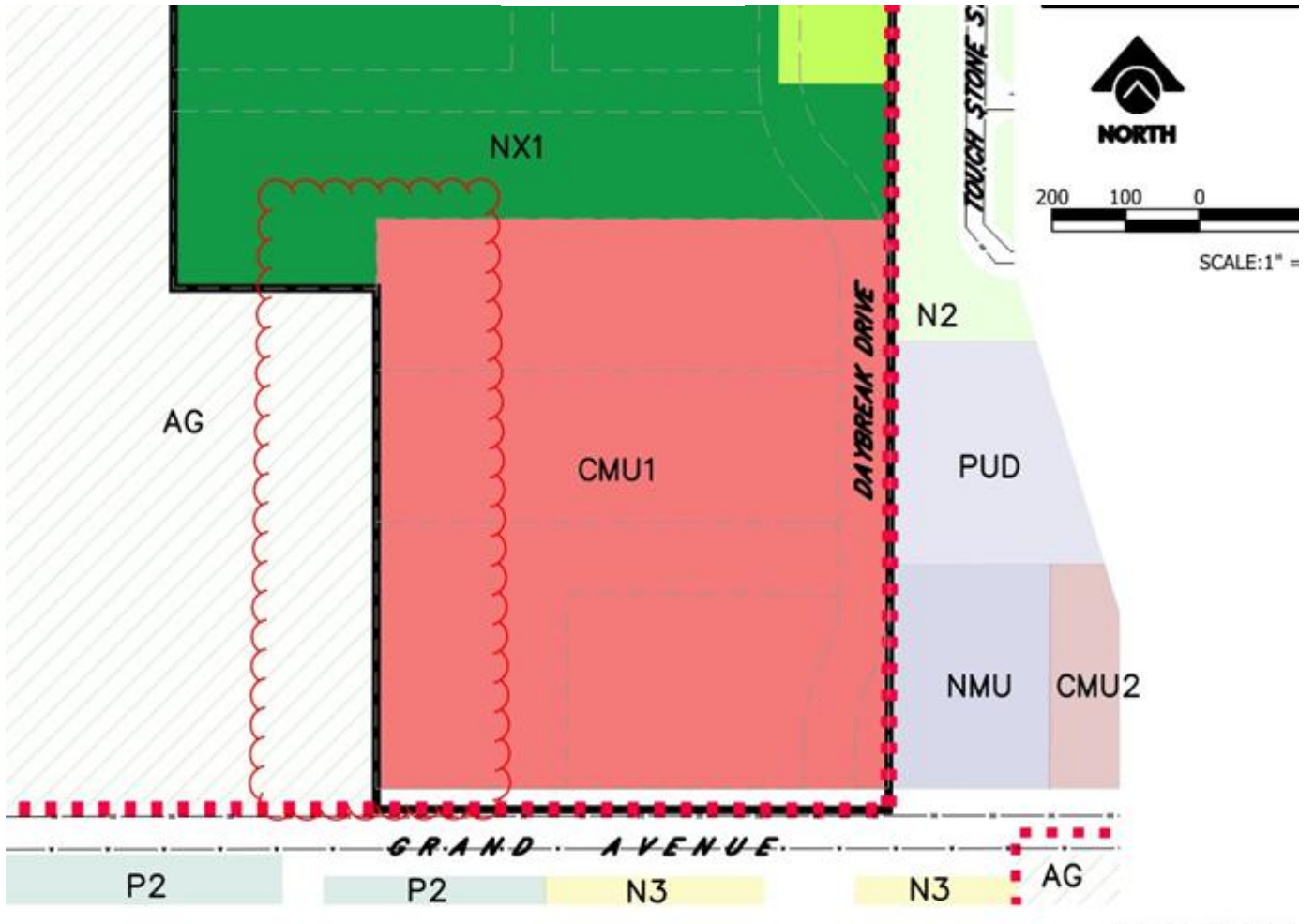
William A. Cole, Mayor

Attest:

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

Denise R. Bohlman, City Clerk

EXHIBIT A



**City Council Regular**

**Date:** 12/15/2025  
**Title:** Public Hearing and W.O. 24-34 Jellison Road Water Main Extension - Water Service Agreement for Meadowlark Mobile Home Park  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** Yes  
**Legal Review:** Yes  
**Project Number:** N/A

**RECOMMENDATION**

After holding a public hearing, staff recommends that City Council grant a waiver to BMCC sections 26-203 and 26-204, to provide water service to Meadowlark mobile home court without annexation, contingent upon executing a water service agreement with Meadowlark Billings, LLC.

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

A public hearing is required prior to the City providing water service to an area located outside of the City limits as per City Code (BMCC) Section 26-206. City Council will conduct a public hearing and consider granting a waiver of annexation requirements of Sections 26-203 and 26-204 to provide water service to Meadowlark mobile home court. This action is contingent upon executing a waiver of right to protest annexation and executing a water service agreement with Meadowlark that will be provided at a subsequent Council meeting for approval.

The Meadowlark manufactured home court is located on Jellison Road, generally north of the City landfill and west of Blue Creek Road. The court consists of about 220 manufactured homes, currently served by the City sewer system and a privately owned and operated public water supply system utilizing multiple groundwater wells. The City of Billings allowed a sewer connection for the manufactured home court to the City system without annexation in 2016. The Meadowlark water system has challenges with drinking water and has poor aesthetics, including odors and discolored water. Meadowlark water system personnel have been working with the Montana Department of Environmental Quality (DEQ) and the City of Billings to address water quality concerns.

The discoloration and odors in the drinking water indicate high levels of iron and manganese. The Meadowlark Mobile Home Park has a water treatment plant that was placed into service in either 2009 or 2010. The water treatment plant was designed specifically for iron and manganese removal. For several years, the treatment plant reduced the iron and manganese levels in the water system to tolerable and acceptable levels. However, the effectiveness of the plant has diminished. With it, the manganese in the water exceeds EPA's secondary maximum contaminant level (SMCL), and residents' complaints about the water quality have increased. Additionally, manganese is one of the substances on the Environmental Protection Agency's (EPA) list of emerging contaminants.

The owners of the Meadowlark Mobile Home Park have decided that the most affordable, long-term solution is to secure funding through the Montana Department of Environmental Quality (MTDEQ) Emerging Contaminant Grant and connect to the City of Billings' water distribution system. Funding has been obtained through DEQ in order to construct the water main and pay the City water system development fee. The overall cost of the project is estimated at \$2,364,253. The City is simply acting as the grant recipient in order to complete the project, as required by DEQ funding requirements. Through the agreement with DEQ, the City will be reimbursed by the DEQ grant for the cost of the project. In order for Meadowlark Mobile Home Park to connect to the City of Billings water distribution system, several agreements must be executed.

Similar to the waiver granted when sewer service was provided to the court in 2016, Council is asked to grant a waiver for service without annexation. Sections 26-203 and 26-204 are generally annexation requirements. Section 26-207 in City ordinance allows a waiver from the requirements of BMCC sections 26-203 and 26-204, "if in their discretion there exists unique or exceptional circumstances that convince them that such requirements within these two sections are unnecessary or impractical." One reason for waiving the annexation requirement is that the property cannot meet the proximity requirements (the property is not contiguous to the boundary of the service area) and another reason is to protect public health and safety by providing water service, given the water quality circumstances at the court. Further, adding this area that is already served by the Yellowstone County Sheriff and the Blue Creek Fire District would add to the demand for City police and fire services in an isolated, remote area. As required by Section 26-207, a waiver of right to protest annexation will be completed by Meadowlark (attached). The

public hearing was advertised in the Yellowstone County News on November 21, November 28, December 5, and December 12, 2025.

In order to provide water service to the manufactured home park, there are four agreements and Council actions. These four agreements will be considered at a future council meeting:

- A) Agreement between the City and Meadowlark to provide water service without annexation inclusive of the attached "waiver of right to protest annexation."
- B) Memorandum of understanding (MOU) between the City and Meadowlark Capital, LLC. for a consecutive water system and water metering system
- C) Agreement between the City and DEQ to provide grant funding for the project
- D) Agreement between the City and Performance Engineering for engineering services to design and perform construction contract administration for the water main extension

Staff requests Council hold a public hearing and consider waiving annexation requirements to provide Meadowlark mobile home park with water service, contingent on executing the water service agreement at a future council meeting.

### **ALTERNATIVES**

City Council may:

- Grant a waiver to BMCC sections 26-203 and 26-204 for annexation requirements to provide water service contingent on a water service agreement or,
- Not approve the waiver of annexation requirements. If the waiver of annexation requirements is not approved, Meadowlark Mobile Home Park will continue to have water quality challenges, will not be provided City water service for its residents, and will have to solve the challenge another way in the County.
- Not approve the waiver of annexation requirements, and require annexation to provide water service.

### **FISCAL EFFECTS**

There is no significant financial impact to the City to waive the annexation requirements and provide water service to Meadowlark Mobile Home Park. The City will pay the construction costs for extending the water main and will be reimbursed by DEQ for these costs by agreement, including staff time. In addition, DEQ grant funds will pay the City water system development fee. Meadowlark will pay the monthly water fees at the rates established by Council, which include the metered volume charges and the fixed monthly water charges for customers outside the City. In summary, the City will be reimbursed for its costs to construct the project and Meadowlark will pay for the cost of monthly water service. Alternatively, requiring annexation would increase calls for service for both the Police Department and the Fire Department which would likely cost more than the City would receive in additional tax revenue. Information related to these costs will be presented at the meeting.

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### **Attachments**

Project Map

Waiver of Right to Protest Annexation

# Jellison Road Water Line Extension



Meadowlark Mobile Home Park

Jellison Road

City of Billings Main Connection

Meadowlark Connection Point

Richard St  
Steve St  
Ed St

Dan St  
Dwayne St  
Jim St  
Jack St

Three Man Rd

State Secondary Hwy 416

Bollinger Ln

Hillcrest Rd

Hillcrest Rd

Return to: City of Billings Public Works Department  
P.O. Box 1178  
Billings, MT 59103

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**WAIVER OF RIGHT TO PROTEST ANNEXATION**

Property Owner(s): MEADOWLARK OF BILLINGS, LLC, a Montana limited liability company

Mailing Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Property Description: (Attach legal description and include parcel number.)

*Tracts 1 and 2 of Certificate of Survey No. 990 (Document No. 735675) and Tracts 1 – 6 of Certificate of Survey 926 (Document No. 716027), of which plat is on file and recorded at the Yellowstone County Clerk and Recorder’s Office.*

Utility Service Requested:  Water  Sewer  Other: \_\_\_\_\_

**RECITALS**

WHEREAS, the City of Billings, a Montana municipal corporation (“City”), may provide municipal utility services to properties located outside its city limits pursuant to Montana Code Annotated, including but not limited to §§ 7-13-4312, 7-2-4601 et seq., and applicable municipal ordinances; and

WHEREAS, the undersigned Property Owner (“Owner”) has requested that the City extend and/or provide utility service to the above-described property (“Property”), which is currently located outside the City limits; and

WHEREAS, as a condition of providing such service, the City requires a written Waiver of the Right to Protest Annexation, to be recorded against the Property, so that future annexation by the City may proceed without objection by the Owner.

**AGREEMENT**

1. Owner hereby voluntarily waives and relinquishes any and all rights to protest, object to, and seek judicial review of the annexation of the Property into the City of Billings, whether such annexation is initiated by petition, resolution of intent, or any other method authorized under Montana law.

2. This waiver is intended to run with the land and shall be binding upon the Owner, all heirs, successors, assigns, and future owners of the Property. Owner agrees that the City may record this Waiver in the Yellowstone County Clerk and Recorder's Office.

3. This Waiver is granted in consideration of the City's agreement to provide municipal utility service to the Property. Owner acknowledges that the City would not extend or continue utility service but for the execution of this Waiver.

4. The City makes no representation or guarantee regarding the timing or likelihood of future annexation. The City retains sole discretion concerning annexation decisions consistent with Montana law.

5. Owner agrees to disclose this Waiver to all future purchasers and understands that the waiver limits the ability of all future owners to object to annexation.

6. The Manager/Member signing below is duly authorized to execute this waiver on behalf of the LLC.

7. If any provision of this Waiver is found invalid, the remaining provisions shall remain in full force and effect.

Dated this \_\_\_ day of \_\_\_\_\_, 202\_\_.

**Owner: Meadowlark of Billings, LLC**

By: \_\_\_\_\_,  
\_\_\_\_\_, Manager/Member

STATE OF MONTANA            )  
                                                  )  
COUNTY OF YELLOWSTONE    )

On this \_\_\_ day of \_\_\_\_\_, 202\_\_, before me, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument, and who stated that he/she is a Member of Meadowlark of Billings, LLC, a Montana limited liability company, and that he/she executed the same on behalf of the LLC.

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

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Printed Name

Notary Public for the State of Montana

My Commission expires: \_\_\_\_\_, 20\_\_.

**City Council Regular**

**Date:** 12/15/2025  
**Title:** City Administrator's Annual Performance Evaluation Compensation Consideration  
**Presented by:** Karla Stanton, Human Resources Director  
**Department:** Human Resources  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

The City Council will consider adjusting City Administrator Chris Kukulski's base salary based on his job performance over the past year.

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

Annually, the City Council evaluates City Administrator Chris Kukulski's performance in accordance with the City's Charter, Article IV. Section 4.01, which states, "The Council shall conduct an annual performance review of the City Administrator" and is consistent with his Employment Agreement. The evaluation will be discussed during a closed executive session prior to the City Council meeting. The Council will consider adjusting his compensation based on his performance over the past year.

**ALTERNATIVES**

As determined by the City Council.

**FISCAL EFFECTS**

The city administrator's base pay is currently \$219,006.00

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