

****ATTENTION****

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

Citizens are invited to:

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

Citizens may submit public comment via the following methods:

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

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



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

**CITY COUNCIL
REGULAR BUSINESS MEETING**

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

AGENDA
JANUARY 26, 2026

5:30 P.M.

CALL TO ORDER: Mayor Nelson

PLEDGE OF ALLEGIANCE: Mayor Nelson

INVOCATION: Councilmember Shaw

ROLL CALL: Councilmembers present on roll call were: Shaw, Nicholson, Neese, Pitman, Aguirre,
 Kennedy, Aspenlieder, Lindley, Boyett, O'Donnell

MINUTES:

- November 24, 2025
- January 12, 2026

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 and 3 ONLY. Speaker sign-in required.

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

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

A. Mayor Nelson recommends that Council confirm the following appointments:

1.	Name	Board/Commission	Term	
			Begins	Ends
1	Hannah Harsha	Public Art Committee - Artist	01/26/26	TBD*
2	Thom MacLean	Public Art Committee - Economic/Comm Dev.	01/26/26	TBD*
3	Linda Hewett	Public Art Committee - Billings Art Assoc Rep.	01/26/26	TBD*
4	Logan Hendricks	Public Art Committee - Architecture	01/26/269	TBD*
5	Zack Terakedis	Public Art Committee - Interest in Art	01/26/26	TBD*
6	Sunny Day Real Bird	Public Art Committee - Interest in Art	01/26/26	TBD*
7	No Applications	Public Art Committee - NADC Rep.	01/26/26	TBD*
8	Derek Stennerston	EBURD Advisory Committee	01/26/26	TBD
9	Kari Boiter	SBBURD Elysian School District 23 Rep	01/26/26	12/31/28

TBD* -- Three of the founding members of this committee will be assigned three-year terms; the other four will be assigned four-year terms.

B. Bid Awards: None

C. Amendment No. 33, Airport drainage Pond E design and construction management; Morrison-Mairerle.

D. Professional Engineering Services Contract for W.O. 26-01, Contract 1: 2026 Water Main Replacement, to Morrison-Maierle.

E. Grant Funding from Phillips 66, Walmart West End and Walmart Heights to the Fire Department to support the Safety Squad Program.

F. Resuscitation Quality Improvement (RQI) Program for Billings Fire Department.

G. Exchange City Golf Club 2026 Budget for Par 3 Golf Course.

H. Amend Park Development Council (APDC) 2026 Budget for Amend Park.

I. Billings American Legion Baseball Association 2026 Budget for Dehler Park.

J. Preliminary Major Plat for Copper Farms Subdivision.

K. Bills for the Weeks of:

1. December 22, 2025
2. December 29, 2025

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

REGULAR AGENDA:

2. PUBLIC HEARING AND RESOLUTION setting Parks, Recreation and Public Lands fees. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution setting Parks, Recreation and Public Lands fees, as recommended by staff.

3. **AMENDMENT NO. 1**, Agreement with YWCA to provide funding for the Northern Lights Family Justice Center. Staff recommends approval.

Recommended Motion: I move to approve Amendment No. 1 to the Agreement with YWCA to provide funding for the Northern Lights Family Justice Center, as recommended by staff.

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

COUNCIL INITIATIVES:

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 406-657-8210 or e-mail bohlmand@billingsmt.gov, 72 hours prior to the meeting date.

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

**City Council Regular Business Meeting**

**Meeting Date:** 01/26/2026  
**TITLE:** Boards & Commissions Appointments  
**PRESENTED BY:** Wynnette Maddox  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** N/A

**RECOMMENDATION**

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

|   | Name                | Board/Commission                               | Term      |          |
|---|---------------------|------------------------------------------------|-----------|----------|
|   |                     |                                                | Begins    | Ends     |
| 1 | Hannah Harsha       | Public Art Committee - Artist                  | 01/26/26  | TBD*     |
| 2 | Thom MacLean        | Public Art Committee - Economic/Comm Dev.      | 01/26/26  | TBD*     |
| 3 | Linda Hewett        | Public Art Committee - Billings Art Assoc Rep. | 01/26/26  | TBD*     |
| 4 | Logan Hendricks     | Public Art Committee - Architecture            | 01/26/269 | TBD*     |
| 5 | Zack Terakedis      | Public Art Committee - Interest in Art         | 01/26/26  | TBD*     |
| 6 | Sunny Day Real Bird | Public Art Committee - Interest in Art         | 01/26/26  | TBD*     |
| 7 | No Applications     | Public Art Committee - NADC Rep.               | 01/26/26  | TBD*     |
| 8 | Derek Stennerson    | EBURD Advisory Committee                       | 01/26/26  | TBD      |
| 9 | Kari Boiter         | SBBURD Elysian School District 23 Rep          | 01/26/26  | 12/31/28 |

TBD\* -- Three of the founding members of this committee will be assigned three-year terms; the other four will be assigned four-year terms.

The length of each member's term shall be established at the first meeting of the committee through a random process by having the members draw straws (or the equivalent) designating either a three-year or four-year term. All subsequent members will be assigned four-year terms as required by BMCC Article 2-500.

**EXECUTIVE SUMMARY**

N/A

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

The Mayor is requesting that the City Council confirm appointments to the following committees:

**Public Art Committee for the newly formed committee as part of the Public Art Policy approved by Council with Resolution 25-11297.**

On September 22, 2025, the City Council approved Resolution 25-11297, which established a Public Art Policy for the City of Billings.

The development of this policy followed several years of work, beginning with the Mobilize the MAGIC City project. That project demonstrated strong community interest in public art and identified the need for a clear and consistent process for reviewing artwork proposed for City-owned property. The City's previous public art policy had been repealed due to unclear language and difficult procedures. Council directed staff to prepare a new policy that would be straightforward, equitable, and easy to follow for applicants, staff, and decision-makers.

During preparation of the new policy, the Planning Division worked closely with a wide range of City departments, partner organizations, and local and national experts. Staff from Public Works, MET Transit, the Library, Parks, Facilities, the Airport, and other departments reviewed drafts and provided feedback. Additional input came from the National Endowment for the Arts, local artists and arts organizations, Big Sky Economic Development, the Billings Community Foundation, and the 30-member Mobilize the MAGIC City advisory committee. The City Council also reviewed and discussed the policy at multiple Legislative and Local Affairs Committee meetings and at two Council Work Sessions in July and August 2025. This feedback guided the final version of the policy.

The adopted Resolution established a seven-member Public Art Committee responsible for reviewing public art proposals, applying the standards outlined in the policy, and making recommendations to the City Administrator or City Council based on project cost. The policy defines the required committee membership, including representatives from the arts community, community and economic development, Native American organizations, design-related professions, and members of the public with an interest in public art.

Confirming the Mayor's recommended appointments will complete the implementation of the policy adopted in September and allow the City to begin reviewing public art proposals using the new process.

### **Urban Renewal District Advisory Committee Members for the newly formed committees for each District - remaining appointments for SBBURD and the EBURD**

At its meeting on August 25, the City Council approved resolutions directing the formation of three new Advisory Committees for the three Urban Renewal Districts in the City - SBBURD (Resolution 25-11292), Downtown District (Resolution 25-11293), and the EBURD (Resolution 25-11291). These resolutions specify the makeup of the new Advisory Committees and follow the City's code in BMCC 2-500 regarding operations of City boards and commissions.

This action aligns the City's Urban Renewal Districts with the 2025 Montana Legislature's passage Senate Bill 3 which required "the local government that adopts a tax increment financing provision shall appoint an advisory committee to advise the local government about the administration of the urban renewal area or targeted economic development district." The committee must include at least one representative from each incorporated city or town, county, or school district with boundaries that overlap with the urban renewal area or targeted economic development district. Per the adopted resolutions, staff has coordinated with the Mayor and City Administrator application processes for the seats on the new Committees.

The Mayor has reviewed those applications and is presenting these unfilled appointments for the two Committees per the process for Council confirmation.

### **FISCAL EFFECTS**

The proposed action has no financial impact.

### **STAKEHOLDERS**

N/A

### **ALTERNATIVES**

Council may:

- Confirm the proposed appointments; or
  - Not confirm the appointments and make other recommendations. However, the Elysian School District SBBURD Advisory Committee appointment was determined by the Elysian School District Board of Trustees and is its chosen representative to the SBBURD Advisory Committee.
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**City Council Regular Business Meeting**

**Meeting Date:** 01/26/2026

**TITLE:** Amendment 33, Drainage Pond E Design and Construction Management

**PRESENTED BY:** Paul Khera

**Department:** Airport

**Presentation:** No

**Legal Review:** Not Applicable

**Project Number:** NA

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**RECOMMENDATION**

Approve the design and construction management of the Pond E storm water drainage expansion.

**EXECUTIVE SUMMARY**

The airport is adding infrastructure and pavement, which increases the need for storm water runoff. Pond E is designed to hold storm water and allow it to drain at measurable rates to avoid property damage. This project will increase the storm water holding capacity of Pond E, which is necessary due to increased airport infrastructure improvements.

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

The airport maintains a Storm Water Drain Master Plan, which requires the holding of certain volumes of storm water retention to allow it to release back to nature at measurable rates. Doing so prevents property damage to the airport, other City infrastructure, and damage to other property owners. Standing water is also cited as a wildlife attractant as documented in FAA Advisory Circular (AC) 150/5200-33C, Hazardous Wildlife Attractants on or near Airports. Wildlife strikes to aircraft present a serious safety and property damage risk. This project will be designed in compliance with AC 150/5320-5D, Airport Drainage Design. The environmental approval for this project has been completed and is attached.

**FISCAL EFFECTS**

Amendment 33 will have a Morrison-Maierle, Inc, design and construction management cost of \$251,100.00. An Independent Fee Estimate (IFE) from Rood & Associates shows this price to be within 5.2% and regulations allow as much as a 10% price differential for an IFE. Financing for this project will come from a state infrastructure grant, Federal Aviation Administration (FAA) entitlements, and a 5% local match that will be paid from airport revenues.

**STAKEHOLDERS**

**ALTERNATIVES**

City Council may:

- Approve consultant Amendment 33 and allow the design for the increased capacity of Airport Drainage Pond E;  
or
- Not approve Amendment 33 and provide direction to staff on how to proceed.

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**Attachments**

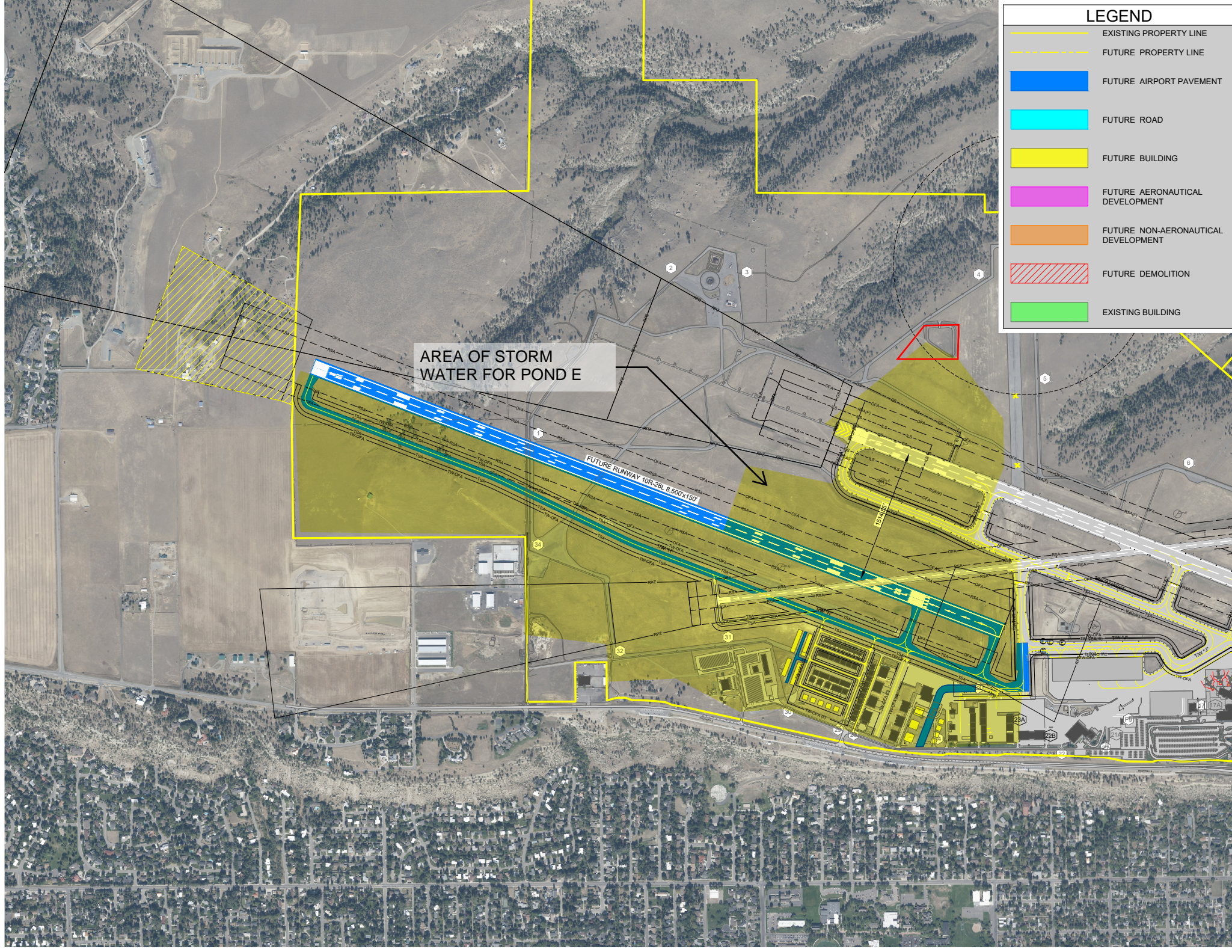
Independent Fee Estimate  
Pond E Airport Drainage Area  
Amendment 33  
Environmental Document

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IFE REVIEW 01.06.26

|                                 | Ardurra           | Ardurra (HOURS) | MM                | MM Hours    | TO Modifications | MM Modifications | Notes                                                                                                                                                                                                                                                                                                                     |
|---------------------------------|-------------------|-----------------|-------------------|-------------|------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Design                          | \$ 99,540.00      | 591             | \$ 114,370.00     | 501         |                  |                  | The difference is senior project management time. HydroCAD has been established at the airport in the 2012 Drainage Master Plan. The history of storms, setting up the program, and looking at the drainage areas was completed by senior staff. This is 52 additional hours on MMI time for senior staff. 8% difference. |
| Design Survey                   | \$ 11,440.00      | 50              | \$ 8,240.00       | 38          |                  |                  |                                                                                                                                                                                                                                                                                                                           |
| Bidding                         | \$ 4,000          | 25              | \$ 7,570          | 34          |                  |                  | Prebid and bidding services usually take us more time to operate. This is a Cost plus Fixed Fee, if the hours are not used for addendum or bidding they go back to the airport.                                                                                                                                           |
| Construction Administration     | \$ 92,740         | 550             | \$ 98,680         | 620         |                  |                  |                                                                                                                                                                                                                                                                                                                           |
| Project Close Out               | \$ 11,910         | 92              | \$ 8,150          | 48          |                  |                  |                                                                                                                                                                                                                                                                                                                           |
| Construction Survey             | \$ 18,432         | 72              | \$ 14,090         | 66          |                  |                  |                                                                                                                                                                                                                                                                                                                           |
| <b>Total Construction Phase</b> | <b>\$ 238,062</b> | <b>1380</b>     | <b>\$ 251,100</b> | <b>1307</b> |                  |                  | <b>The fee is within 5.2%.</b>                                                                                                                                                                                                                                                                                            |

-5% difference



### LEGEND

- EXISTING PROPERTY LINE
- FUTURE PROPERTY LINE
- FUTURE AIRPORT PAVEMENT
- FUTURE ROAD
- FUTURE BUILDING
- FUTURE AERONAUTICAL DEVELOPMENT
- FUTURE NON-AERONAUTICAL DEVELOPMENT
- FUTURE DEMOLITION
- EXISTING BUILDING

AREA OF STORM WATER FOR POND E

FUTURE RUNWAY 10R-28L 8,500'X150'

34

32

31

30

28A

28B

28C

28D

28E

28F

28G

28H

28I

28J

28K

28L

28M

28N

28O

28P

5

6

2

3

4

**AMENDMENT NO. THIRTY-THREE (33)**  
**TO**  
**AGREEMENT FOR ENGINEERING SERVICES**  
**CITY OF BILLINGS AVIATION AND TRANSIT DEPARTMENT**

**DATED May 5, 2022**

This AMENDMENT, made and entered into on \_\_\_\_\_ by and between the following:

City of Billings, Montana, a Municipal Corporation, PO Box 1178  
Billings, Montana 59103, hereinafter designated the OWNER

and

Morrison-Maierle, Inc., 315 N. 25<sup>th</sup> Street, Suite 102, Billings, Montana 59101,  
a private Montana Corporation, hereinafter designated as the ENGINEER

**WITNESSETH:**

WHEREAS, the OWNER and the ENGINEER have entered into an Agreement for Professional Engineering service contract dated **May 5, 2022**, and;

WHEREAS, the OWNER has a need for additional engineering services, and;

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the parties hereto agree to amend the **May 5, 2022** Agreement, corresponding amendments to this Agreement, and all related exhibits as follows:

**ARTICLE I – SCOPE OF SERVICES**

The following items of work listed below are added and amended by Amendment THIRTY-THREE (33) for Pond E Expansion.

The general scope of work is to provide pre-design and design phase services, prepare plans, specifications, provide bidding assistance, construction administration and observation, and closeout services to expand the existing Pond E on the northwest end of the airport.

**Section A2 - SERVICES OF ENGINEER**

**A2.01 Design and Construction Administration of Airport Improvement Projects**

- Phase I Programming and Pre-Design Activities for the Project (Master Agreement Section 2.01 B.)
- Phase II Preliminary Design Engineering for the Project (Master Agreement Section 2.01 B.)
- Phase III Final Design Engineering for the Project (Master Agreement Section 2.01 B.)
- Phase IV Assistance in the Bidding Process (Master Agreement Section 2.01 B.)
- Phase V Construction Phase Services, including Resident Project Representative (Master Agreement Section 2.01 B.)
- Phase VI Project Closeout (Master Agreement Section 2.01 B.)

**A2.02 Basic Services**

The ENGINEER agrees to provide normal professional engineering and construction services in

connection with the Project as set forth below:

Expansion of an existing detention pond on the northwest side of the Billings Logan Airport property. AC 150/5320-5D (Airport Drainage Design) and AC 150/5200-33C (Hazardous Wildlife Attractants on or near Airports) will be followed for design. HydroCAD will be used to calculate predevelopment flow rates and future impervious flow rates. The 100-year 24-hour storm will be used to calculate water storage. The detention pond will drain within the allowable maximum 48-hour detention pond period for the design storm. The outfall structure will allow water to exit the pond at the 5-year, 25-year and 50-year predevelopment rates to meet the City of Billings storm water requirements. New impervious infrastructure is proposed at the west end of the airport. The existing pond holds a 50-year storm event. The other ponds at the airport all hold 100-year storm events and meet the City of Billings standards.

This project will bring Pond E up to the City of Billings' standards and increase its size to accommodate a 100-year storm event for the west end area. Everything west of Taxiway "G" flows into Pond E through a 60" RCP pipe. Major design components include:

- Expand Pond E to detain a 100-year storm and release at pre-development rate.
- New discharge structure inside the pond; releasing at a 5-year, 25-year, and 50 year predevelopment rate.
- New discharge structure with erosion control at the exit of the pond.
- Calculate the pond area, showing all future impervious area as per the 2025 draft Master Plan exhibits.

Funding – The project will be funded with community grant and local share funding sources. The construction project is estimated at 60 calendar days for all removal, excavation, pavement section, and paving.

FAA design Items that need to be completed for the project:

- IFE
- CATEX
- Airspace
- Design Report – send to City of Billings
- Following investigation and survey work, no AIP dollars are anticipated to be used.

Project Design:

- Design Survey
- Geotech Investigation
- HydroCAD modeling
- Put in all new impervious areas following 2025 Master Plan exhibits.
- Specifications
- Cost estimate and bid items
- QA for plans, specifications, and quantities
- Final quantities for the bid package
- NO AGIS Survey is included in scope.

Bidding:

- Prebid meeting
- Addenda – if required
- Bid Opening
- Tabulate bids and prepare recommendations of award
- Notice of Award and Contract Documents
- Buy American and DBE items

Project Construction Administration:

- Observation time – 60 calendar days
- Prepare Construction Payment Applications
- Weekly observation reports

- Review Shop Drawings and Submittals
- Construction Survey
- Review of all geotech reports and acceptance testing
- Record drawings
- Review of DBE, lien release, closeout report

**Section A3 – Owner’s Responsibilities**

The provisions of **Section 3 Owner’s Responsibilities** from the Master Agreement are hereby incorporated by reference.

The following SPONSOR’s responsibilities related directly to this project are added to this Task Amendment: No additional Changes added to this section.

**Section A4 - Times for Rendering Services**

| <u>Phase</u>                                    | <u>Completion Date</u> |
|-------------------------------------------------|------------------------|
| Phase I – Programming and Pre-Design Activities | December 2025          |
| Phase II – Preliminary Design Engineering       | January 2026           |
| Phase III –Final Design Engineering             | February 2026          |
| Phase IV – Bidding Assistance                   |                        |
| • Advertise                                     | March 2026             |
| • Bid Opening                                   | March 2026             |
| Phase V - Construction Phase Services           | July-October 2026      |
| Phase VI – Project Closeout Services            | Fall/Winter 2026       |

**Section A5 - Payments to ENGINEER**

**A5.01 Effective Rates for this Task Amendment**

- A. The approved federal overhead rate in effect on the date of this Amendment is 227.47 %.
- B. Per Diem, Subsistence and Transportation rate shall be as set forth in the Federal Travel Regulations.

**A5.02. Summary of Total Compensation**

The total compensation for services identified under this Amendment is estimated to be \$ 251,100.00 based on the following assumed distribution:

| <b>Phase</b>                                  | <b>Method of Payment</b>            |           | <b>Compensation</b> |
|-----------------------------------------------|-------------------------------------|-----------|---------------------|
| Phase I – Programming & Pre-Design Activities | <b>Lump Sum</b>                     |           | <b>\$ 8,420</b>     |
| Phase II – Preliminary Design Services        | <b>Lump Sum</b>                     |           | <b>\$ 59,350</b>    |
| Phase III – Final Design Services             | <b>Lump Sum</b>                     |           | <b>\$ 54,840</b>    |
| Phase IV – Assistance in the Bidding Process  | Cost Plus Fixed Fee                 |           |                     |
|                                               | Direct Labor, Payroll & Overhead    | \$6,579   |                     |
|                                               | Reimbursable Expenses               | \$0       |                     |
|                                               | Subconsultant Costs                 | \$0       |                     |
|                                               | Estimated Total Cost                | \$6,579   |                     |
|                                               | Fixed Fee                           | \$987     |                     |
|                                               | <b>Total Estimated Compensation</b> |           | <b>\$ 7,570</b>     |
| Phase V - Construction Phase Services         | Cost Plus Fixed Fee                 |           |                     |
|                                               | Direct Labor, Payroll & Overhead    | \$84,454  |                     |
|                                               | Reimbursable Expenses               | \$5,648   |                     |
|                                               | Subconsultant Costs                 | \$10,000  |                     |
|                                               | Estimated Total Cost                | \$100,102 |                     |
|                                               | Fixed Fee                           | \$12,668  |                     |
|                                               | <b>Total Estimated Compensation</b> |           | <b>\$ 112,770</b>   |
| Phase VI – Project Closeout Services          | <b>Lump Sum</b>                     |           | <b>\$ 8,150</b>     |
| <b>TOTAL COMPENSATION THIS TASK AMENDMENT</b> |                                     |           | <b>\$ 251,100</b>   |

**Section A6 - CONSULTANTS:**

Rimrock Engineering for Geotechnical Investigation – Preliminary Design Phase.  
Rimrock Engineering for Geotechnical Construction Phase Acceptance Testing.

**Section A7- OTHER MODIFICATIONS TO MASTER AGREEMENT:**

None

**Section A8 - ATTACHMENTS:**

- A. Exhibit A – Engineering Budget
- B. Exhibit B – Total Amendments to Date

**Section A9 - APPROVAL AND ACCEPTANCE:**

**A9.01** Approval and Acceptance of this Amendment, including the attachments listed above, shall incorporate this document as part of the Master Agreement. Engineer is authorized to begin performance of Programming and Pre-Design Activities on the Project on December 15, 2025, which date is confirmed upon receipt of a copy of this Amendment signed by **Owner**.

The Effective Date of this Amendment is as written in above.

IN WITNESS WHEREOF, the parties hereto have made and executed the Amendment THIRTY-THREE (33) on

\_\_\_\_\_

CONSULTANT

**Morrison-Maierle, Inc.**

BY:     *Bill A Cook*    

DATE:     1/7/2026    

OWNER

**City of Billings**

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

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

ATTEST:

BY: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

## Exhibit A

TABLE 1A

### Amendment 33 DESIGN ENGINEERING BUDGET

| Engineering Services                   | Total<br>Man-hours | Labor Rate         | Total            |
|----------------------------------------|--------------------|--------------------|------------------|
| Professional Services for              | 539                | \$181.66           | \$97,915         |
| <br><b>Expenses</b>                    |                    |                    |                  |
| Vehicle (Company)                      | \$106              |                    |                  |
| Vehicle (Rental)                       | \$0                |                    |                  |
| Air Travel (Commercial)                | \$0                |                    |                  |
| Air Travel (Charter)                   | \$0                |                    |                  |
| Meals                                  | \$0                |                    |                  |
| Lodging                                | \$0                |                    |                  |
| Survey Supplies                        | \$1,500            |                    |                  |
| Survey Equipment                       | \$360              |                    |                  |
| Printing                               | \$40               |                    |                  |
| Full Size ALP Printing +<br>Postage    | \$0                |                    |                  |
| <b>Total Expenses</b>                  | <b>\$2,006</b>     |                    |                  |
| <br>Professional Charges               | <br>\$8,000        | <br>subconsultants |                  |
| <br>Total MU Labor                     |                    |                    | <b>\$97,915</b>  |
| Total Direct Expenses                  |                    |                    | <b>\$2,006</b>   |
| Total Fixed Fee                        |                    |                    | <b>\$14,689</b>  |
| Total MU Labor & Expenses & Fixed Fee  |                    |                    | <b>\$114,610</b> |
| Professional Expenses                  |                    |                    | <b>\$8,000</b>   |
| <b>Total Lump Sum for Design Phase</b> |                    |                    | <b>\$122,610</b> |

TABLE 2A

**Amendment 33  
ENGINEERING BUDGET  
CONSTRUCTION ADMINISTRATION**

| <b>Engineering Services</b> | Total<br>Man-hours | Labor Rate | Total    |
|-----------------------------|--------------------|------------|----------|
| Professional Services       | 635                | \$154.53   | \$98,123 |

**Expenses**

|                                     |                             |
|-------------------------------------|-----------------------------|
| Vehicle (Company)                   | \$778                       |
| Vehicle (per Hour)                  | \$2,150                     |
| Vehicle (Rental)                    | \$0                         |
| Air Travel (Commercial)             | \$0                         |
| Air Travel (Charter)                | \$0                         |
| Meals                               | \$0                         |
| Lodging                             | \$0                         |
| Survey Supplies                     | \$2,000                     |
| Survey Equipment                    | \$720                       |
| Printing                            | \$0                         |
| Full Size ALP Printing +<br>Postage | \$0                         |
| <b>Total Expenses</b>               | <b>\$5,648</b>              |
| <u>Professional Charges</u>         | <u>\$10,000</u> consultants |

|                                                         |                         |
|---------------------------------------------------------|-------------------------|
| Total MU Labor                                          | \$98,123                |
| Total Direct Expenses                                   | <u>\$5,648</u>          |
| Total MU Labor & Expenses                               | \$103,771               |
| Fixed Fee                                               | \$14,719                |
| Professional Expenses                                   | <u>\$10,000</u>         |
| <b>Total Cost Plus Fixed Fee for Construction Phase</b> | <b><u>\$128,490</u></b> |

## Exhibit B

| <b>Summary of Agreements for Professional Engineering Services</b>               |          |                  |                 |                  |
|----------------------------------------------------------------------------------|----------|------------------|-----------------|------------------|
| Description                                                                      |          | Labor & Expenses | Fixed Fee       | Total            |
| <b>Amendment No. 1</b> FY 23 On Call                                             |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$24,999         |                 | \$24,999         |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A |                  |                 | \$0              |
| <b>TOTAL Amendment No. 1</b>                                                     |          | <b>\$24,999</b>  | <b>\$0</b>      | <b>\$24,999</b>  |
| <b>Amendment No. 2</b> Carpet Replacement                                        |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$9,792          |                 | \$9,792          |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A | \$2,047          | \$299           | \$2,346          |
| <b>TOTAL Amendment No. 2</b>                                                     |          | <b>\$11,839</b>  | <b>\$299</b>    | <b>\$12,138</b>  |
| <b>Amendment No. 3</b> Baggage Claim Restroom Remodel                            |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$29,627         |                 | \$29,627         |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A | \$14,810         | \$1,073         | \$15,883         |
| <b>TOTAL Amendment No. 3</b>                                                     |          | <b>\$44,437</b>  | <b>\$1,073</b>  | <b>\$45,510</b>  |
| <b>Amendment No. 4</b> Steam Boiler Replacement Project                          |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$9,561          |                 | \$9,561          |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A | \$2,837          | \$416           | \$3,253          |
| <b>TOTAL Amendment No. 4</b>                                                     |          | <b>\$12,398</b>  | <b>\$416</b>    | <b>\$12,814</b>  |
| <b>Amendment No. 5</b> Mid-Field Service Road                                    |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$54,709         |                 | \$54,709         |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A | \$65,006         | \$8,841         | \$73,847         |
| <b>TOTAL Amendment No. 5</b>                                                     |          | <b>\$119,715</b> | <b>\$8,841</b>  | <b>\$128,556</b> |
| <b>Amendment No.6</b> Commerical Apron - Schedule 4                              |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$67,332         |                 | \$67,332         |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A | \$143,015        | \$19,070        | \$162,085        |
| <b>TOTAL Amendment No.6</b>                                                      |          | <b>\$210,347</b> | <b>\$19,070</b> | <b>\$229,417</b> |
| <b>Amendment No. 7</b> MET Transit OnCall                                        |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$24,999         |                 | \$24,999         |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A |                  |                 |                  |
| <b>TOTAL Amendment No. 7</b>                                                     |          | <b>\$24,999</b>  | <b>\$0</b>      | <b>\$24,999</b>  |
| <b>Amendment No. 8</b> Passenger Facility Charge (PFC)<br>Application Assistance |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$12,168         |                 | \$12,168         |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A |                  |                 |                  |
| <b>TOTAL Amendment No. 8</b>                                                     |          | <b>\$12,168</b>  | <b>\$0</b>      | <b>\$12,168</b>  |
| <b>Amendment No. 9</b> Terminal Patch and Paint                                  |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$9,126          |                 | \$9,126          |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A | \$3,362          | \$504           | \$3,866          |
| <b>TOTAL Amendment No. 9</b>                                                     |          | <b>\$12,488</b>  | <b>\$504</b>    | <b>\$12,992</b>  |

| <b>Summary of Agreements for Professional Engineering Services (Cont.)</b> |                                           |                             |                  |                  |
|----------------------------------------------------------------------------|-------------------------------------------|-----------------------------|------------------|------------------|
| <b>Description</b>                                                         |                                           | <b>Labor &amp; Expenses</b> | <b>Fixed Fee</b> | <b>Total</b>     |
| <b>Amendment No. 10</b>                                                    | <b>MET Monad Office Remodal</b>           |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                  | \$296,720                   |                  | \$296,720        |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                  | \$105,530                   | \$6,750          | \$112,280        |
| <b>TOTAL Amendment No. 10</b>                                              |                                           | <b>\$402,250</b>            | <b>\$6,750</b>   | <b>\$409,000</b> |
| <b>Amendment No. 11</b>                                                    | <b>FY 24 On Call</b>                      |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                  | \$24,999                    |                  | \$24,999         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                  |                             |                  | \$0              |
| <b>TOTAL Amendment No. 11</b>                                              |                                           | <b>\$24,999</b>             | <b>\$0</b>       | <b>\$24,999</b>  |
| <b>Amendment No. 12</b>                                                    | <b>2023 Apron Schedule 4 - Amendment</b>  |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                  |                             |                  |                  |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                  | \$22,000                    | \$900            | \$22,900         |
| <b>TOTAL Amendment No. 12</b>                                              |                                           | <b>\$22,000</b>             | <b>\$900</b>     | <b>\$22,900</b>  |
| <b>Amendment No. 13</b>                                                    | <b>Gate Fiber Replacement Project</b>     |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                  | \$12,080                    |                  | \$12,080         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                  | \$9,485                     | \$1,423          | \$10,908         |
| <b>TOTAL Amendment No. 13</b>                                              |                                           | <b>\$21,565</b>             | <b>\$1,423</b>   | <b>\$22,988</b>  |
| <b>Amendment No. 14</b>                                                    | <b>MET IT Security Infrastructure</b>     |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                  | \$8,500                     |                  | \$8,500          |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                  | \$4,498                     | \$602            | \$5,100          |
| <b>TOTAL Amendment No. 14</b>                                              |                                           | <b>\$12,998</b>             | <b>\$602</b>     | <b>\$13,600</b>  |
| <b>Amendment No. 15</b>                                                    | <b>Cargo Slot 5 Ramp Construction</b>     |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                  | \$341,120                   |                  | \$341,120        |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                  | \$330,075                   | \$42,015         | \$372,090        |
| <b>TOTAL Amendment No. 15</b>                                              |                                           | <b>\$671,195</b>            | <b>\$42,015</b>  | <b>\$713,210</b> |
| <b>Amendment No. 16</b>                                                    | <b>Aviation Place Road Rehabilitation</b> |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                  | \$80,345                    |                  | \$80,345         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                  | \$71,466                    | \$9,719          | \$81,185         |
| <b>TOTAL Amendment No. 16</b>                                              |                                           | <b>\$151,811</b>            | <b>\$9,719</b>   | <b>\$161,530</b> |
| <b>Amendment No. 17</b>                                                    | <b>IP 9 Window Replacement</b>            |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                  | \$6,390                     |                  | \$6,390          |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                  | \$3,660                     | \$550            | \$4,210          |
| <b>TOTAL Amendment No. 17</b>                                              |                                           | <b>\$10,050</b>             | <b>\$550</b>     | <b>\$10,600</b>  |
| <b>Amendment No. 18</b>                                                    | <b>FY 25 On Call</b>                      |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                  | \$24,999                    |                  | \$24,999         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                  |                             |                  | \$0              |
| <b>TOTAL Amendment No. 18</b>                                              |                                           | <b>\$24,999</b>             | <b>\$0</b>       | <b>\$24,999</b>  |

| <b>Summary of Agreements for Professional Engineering Services (Cont.)</b> |                                                             |                             |                  |                    |
|----------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------|------------------|--------------------|
| <b>Description</b>                                                         |                                                             | <b>Labor &amp; Expenses</b> | <b>Fixed Fee</b> | <b>Total</b>       |
| <b>Amendment No. 19</b>                                                    | <b>West Sewer and Water Expansion</b>                       |                             |                  |                    |
| PHASE I - DESIGN                                                           | TABLE 1A                                                    | \$14,495                    |                  | \$14,495           |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                                    | \$30,380                    | \$4,470          | \$34,850           |
| <b>TOTAL Amendment No. 19</b>                                              |                                                             | <b>\$44,875</b>             | <b>\$4,470</b>   | <b>\$49,345</b>    |
| <b>Amendment No. 20</b>                                                    | <b>MET Bus Wash</b>                                         |                             |                  |                    |
| PHASE I - DESIGN                                                           | TABLE 1A                                                    | \$35,670                    |                  | \$35,670           |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                                    | \$13,326                    | \$994            | \$14,320           |
| <b>TOTAL Amendment No. 20</b>                                              |                                                             | <b>\$48,996</b>             | <b>\$994</b>     | <b>\$49,990</b>    |
| <b>Amendment No. 21</b>                                                    | <b>MET Transit Camera System and Sidewalk Modifications</b> |                             |                  |                    |
| PHASE I - DESIGN                                                           | TABLE 1A                                                    | \$25,200                    |                  | \$25,200           |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                                    | \$9,317                     | \$1,383          | \$10,700           |
| <b>TOTAL Amendment No. 21</b>                                              |                                                             | <b>\$34,517</b>             | <b>\$1,383</b>   | <b>\$35,900</b>    |
| <b>Amendment No. 22</b>                                                    | <b>Runway 7/25 Extension and Reconstruction</b>             |                             |                  |                    |
| PHASE I - DESIGN                                                           | TABLE 1A                                                    | \$324,845                   |                  | \$324,845          |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                                    | \$20,684                    | \$3,101          | \$23,785           |
| <b>TOTAL Amendment No. 22</b>                                              |                                                             | <b>\$345,529</b>            | <b>\$3,101</b>   | <b>\$348,630</b>   |
| <b>Amendment No. 23</b>                                                    | <b>Pavement Condition Index Study</b>                       |                             |                  |                    |
| PHASE I - DESIGN                                                           | TABLE 1A                                                    | \$72,330                    |                  | \$72,330           |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                                    |                             |                  | \$0                |
| <b>TOTAL Amendment No. 23</b>                                              |                                                             | <b>\$72,330</b>             | <b>\$0</b>       | <b>\$72,330</b>    |
| <b>Amendment No. 24</b>                                                    | <b>Overlook Road Rehabilitation</b>                         |                             |                  |                    |
| PHASE I - DESIGN                                                           | TABLE 1A                                                    | \$63,700                    |                  | \$63,700           |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                                    | \$53,103                    | \$7,012          | \$60,115           |
| <b>TOTAL Amendment No. 24</b>                                              |                                                             | <b>\$116,803</b>            | <b>\$7,012</b>   | <b>\$123,815</b>   |
| <b>Amendment No. 25</b>                                                    | <b>2025 Land Acquisition</b>                                |                             |                  |                    |
| PHASE I - DESIGN                                                           | TABLE 1A                                                    | \$24,020                    |                  | \$24,020           |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                                    | \$0                         | \$0              | \$0                |
| <b>TOTAL Amendment No. 25</b>                                              |                                                             | <b>\$24,020</b>             | <b>\$0</b>       | <b>\$24,020</b>    |
| <b>Amendment No. 26</b>                                                    | <b>MET Transit Addition Construction Administration</b>     |                             |                  |                    |
| PHASE I - DESIGN                                                           | TABLE 1A                                                    |                             |                  |                    |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                                    | \$25,000                    | \$0              | \$25,000           |
| <b>TOTAL Amendment No. 26</b>                                              |                                                             | <b>\$25,000</b>             | <b>\$0</b>       | <b>\$25,000</b>    |
| <b>Amendment No. 27</b>                                                    | <b>Terminal Ticket Area</b>                                 |                             |                  |                    |
| PHASE I - DESIGN                                                           | TABLE 1A                                                    | \$1,019,570                 |                  | \$1,019,570        |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                                    | \$0                         | \$0              | \$0                |
| <b>TOTAL Amendment No. 27</b>                                              |                                                             | <b>\$1,019,570</b>          | <b>\$0</b>       | <b>\$1,019,570</b> |

| <b>Summary of Agreements for Professional Engineering Services (Cont.)</b> |          |                             |                  |                  |
|----------------------------------------------------------------------------|----------|-----------------------------|------------------|------------------|
| <b>Description</b>                                                         |          | <b>Labor &amp; Expenses</b> | <b>Fixed Fee</b> | <b>Total</b>     |
| <b>Amendment No. 28</b> Runway 7/25 Construction Administration            |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$27,000                    | \$0              | \$27,000         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A | \$550,385                   | \$73,175         | \$623,560        |
| <b>TOTAL Amendment No. 28</b>                                              |          | <b>\$577,385</b>            | <b>\$73,175</b>  | <b>\$650,560</b> |
| <b>Amendment No. 29</b> MET Transit Addition Construction Administration   |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A |                             |                  | \$0              |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A | \$20,000                    |                  | \$20,000         |
| <b>TOTAL Amendment No. 29</b>                                              |          | <b>\$20,000</b>             | <b>\$0</b>       | <b>\$20,000</b>  |
| <b>Amendment No. 30</b> FY26 On Call                                       |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$24,999                    |                  | \$24,999         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A |                             |                  |                  |
| <b>TOTAL Amendment No. 30</b>                                              |          | <b>\$24,999</b>             | <b>\$0</b>       | <b>\$24,999</b>  |
| <b>Amendment No. 31</b> Terminal Ticket Area - Final Design & Bidding      |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$740,700                   | \$0              | \$740,700        |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A | \$35,162                    | \$2,138          | \$37,300         |
| <b>TOTAL Amendment No. 31</b>                                              |          | <b>\$775,862</b>            | <b>\$2,138</b>   | <b>\$778,000</b> |
| <b>Amendment No. 32</b> 2026 Taxilane Construction                         |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$115,780                   | \$0              | \$115,780        |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A | \$150,348                   | \$19,002         | \$169,350        |
| <b>TOTAL Amendment No. 32</b>                                              |          | <b>\$266,128</b>            | <b>\$19,002</b>  | <b>\$285,130</b> |
| <b>Amendment No. 33</b> Pond E Expansion                                   |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$122,610                   | \$0              | \$122,610        |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A | \$113,772                   | \$14,718         | \$128,490        |
| <b>TOTAL Amendment No. 33</b>                                              |          | <b>\$236,382</b>            | <b>\$14,718</b>  | <b>\$251,100</b> |

## APPENDIX A. DOCUMENTED CATEX

Airport sponsors may use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the FAA Order 1050.1 (current version) and FAA Order 5050.4B (collectively, FAA Environmental Orders).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and consult with the Airports District Office or Regional Airports Division Office staff about the type of information needed. The form and supporting documentation should be completed in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, and submitted to the appropriate FAA Airports District/Division Office. The CATEX cannot be approved until all information and documentation is received and all requirements have been fulfilled.

Name of Airport, LOC ID, and location

Billings Logan International Airport (BIL), Billings, MT

Project Title

Pond E Expansion

Give a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDS, change in flight procedures, haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

The proposed project consists of expanding an existing stormwater pond and modifying the outfall structure to detain a 100-year storm event. The modified outfall will allow water to discharge at the 5-year, 25-year, and 50-year predevelopment rates to meet the City of Billings stormwater requirements. The current pond detains stormwater for everything west of Taxiway "G" and new impervious infrastructure is proposed at the west end. The existing pond detains approximately a 50-year storm event and future infrastructure would make the pond out of compliance with City of Billings requirements. All other stormwater ponds at BIL hold 100-year events. The project will primarily involve large-scale excavation, as well as the construction of a new outfall structure from the pond and an updated discharge structure that discharges the stormwater into the adjacent coulee located outside the security fence.

Construction traffic will enter the airport from Gate 34 in the far southwest corner and access the project site by existing perimeter haul roads. The project site is located outside all FAA protection zones (ROFA, TOFA, RPZ, etc.) and is expected to have no impact on airport operations during the project's duration. The stockpile of excavated material will be located on the north side of the airport and is shown on Figure 2. All disturbed areas will be seeded upon project completion.

Estimated Start Date: June 1, 2026

Project Duration: 60 days

Give a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding airport property.

The proposed project will be located on state land with a perpetual lease by the airport. BIL is located on the north side of the city, approximately two miles from the downtown area. Billings is in Yellowstone County in east central Montana. The airport sits atop Yellowstone County's Rimrocks that overlook the City of Billings. Nearby terrain is varied and slopes steeply downward in all directions except to the west. The soils are mostly sandstone rock or silty sand. The proposed project area has previously been disturbed with an existing stormwater pond, other storm water infrastructure and grading.

Identify the appropriate CATEX paragraph(s) from the current version of Order 1050.1 or 5050.4B (Tables 6-1 and 6-2) that apply to the project. Describe if the project differs in any way from the specific language of the CATEX or examples given as described in the Order.

Order 1050.1G, Section 5-6.4, Paragraph I: Land grading, erosion control

The circumstances FAA must consider when documenting a CATEX are listed below along with each of the impact categories related to the circumstance. Use FAA Environmental Orders and the Desk Reference for Airports Actions, as well as other guidance documents to assist you in determining what information needs to be provided about these impact categories to address potential impacts. Keep in mind that FAA must analyze both construction and operational impacts. Indicate whether or not there would be any effects under the particular impact category and, **if needed**, cite available references to support these conclusions. Additional analyses and inventories can be attached or cited as needed.

**5-2.b(1) National Historic Preservation Act (NHPA) resources**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | YES                      | NO                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Are there historic/cultural resources listed (or eligible for listing) on the National Register of Historic Places located in the Area of Potential Effect? If yes, provide a record of the historic/cultural resources located therein and check with your local Airports Division/District Office to determine if a Section 106 finding is required.</p> <p>A cultural resource inventory was conducted at BIL in February 2015 by Blain Fandrich of Ethnoscience, Inc. The cultural resource documented that “the AOA, where the proposed construction activity will occur, is completely disturbed by previously construction and land leveling activity dating back to the late 1920s. Prior disturbance activity within the AOA includes bulldozing, grading, and hauling in dirt and trash onto the site to level ground and fill drainages. Thus, there is no potential for intact cultural deposits within the AOA.” Although a final determination has not yet been made or recommended to the State Historical Preservation Office (SHPO), the draft CRI does not recommend the Airport as a whole, as eligible for listing as a Historic District in the National Register of Historical Places (NRHP) however, the Airport does have 10 historic properties consisting of 25 buildings, structures and objects which are recorded as separate sites within the Airport. The project area is not a part of those identified sites and does not include or impact any identified historic or cultural resources.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Does the project have the potential to cause effects? If yes, describe the nature and extent of the effects.</p> <p>No effects have been identified as being associated with the proposed project activities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Is the project area undisturbed? If not, provide information on the prior disturbance (including type and depth of disturbance, if available)</p> <p>The site features an existing stormwater pond, along with other infrastructure, including a spillway, outfall structure, buried RCP, and an inlet structure. The depth of excavation of the pond is 10 feet from the top of the dike to the bottom. The area has also been graded to the east toward a decommissioned runway.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Will the project impact tribal land or land of interest to tribes? If yes, describe the nature and extent of the effects and provide information on the tribe affected. Consultation with their THPO or a tribal representative along with the SHPO may be required.</p> <p>The project is located on previously disturbed land on state land leased by the airport. Consultation with Tribal Historic Preservation Officer (THPO) should be conducted by the FAA if it is required. There have been no indications of tribal interest based on historical projects on the airport.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**5-2.b(2) Department of Transportation Act Section 4(f) and 6(f) resources**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | YES                      | NO                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Are there any properties protected under Section 4(f) (as defined by FAA Order 1050.1) in or near the project area? This includes publicly owned parks, recreation areas, and wildlife or waterfowl refuges of national, state or local significance or land from a historic site of national, state or local significance.</p> <p>Section 4(f) property is defined as publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge of national State or local significance or land from a historic site of nation, State, or local significance. All work will be completed on state land leased by the airport not of historical significance. This land has been leased since 1941 for the purpose of noise abatement. There are no 4(f) resources on the airport. The project will not affect 4(f) resources off the airport, as it has no affect on flight numbers or patterns.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Will project construction or operation physically or constructively "use" any Section 4(f) resource? If yes, describe the nature and extent of the use/impacts, and why there are no prudent and feasible alternatives. See 5050.4B Desk Reference Chapter 7.</p> <p>All work will be completed on state land leased by the airport. There are no 4(f) resources on the airport. The project is construction with sitework improvements that will not affect 4(f) resources off the airport, as it has no effect on flight numbers or patterns.</p>                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

YES NO

|                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Will the project affect any recreational or park land purchased with Section 6(f) Land and Water Conservation Funds? If so, please explain, if there will be impacts to those properties.</p> <p>The project is situated on previously disturbed land, which is state-owned and leased to the airport since 1941. No Section 6(f) property will be converted to non-recreational purposes with the implementation of the proposed project activities.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|

**5-2.b(3) Threatened or Endangered Species**


YES NO

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Are there any federal or state listed endangered, threatened, or candidate species or designated critical habitat in or near the project area? This includes species protected by individual statute, such as the Bald Eagle.</p> <p>Included as a resource is the Natural Heritage Program (MTNHP) Environmental Summary retrieved on 11/19/25 for the project area. This is attached at the end of the CATEX report. There are many species listed in the summary as species of concern, but no species listed for the Billings Airport property area listed as endangered, threatened, or candidate species. The project area is mowed and inspected monthly. There has not been signs of species habitats within the project site.</p>                                                                                                                                                                                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Does the project affect or have the potential to affect, directly or indirectly, any federal or state-listed, threatened, endangered or candidate species, or designated habitat under the Endangered Species Act? If yes, Section 7 consultation between the FAA and the US Fish &amp; Wildlife Service, National Marine Fisheries Service, and the appropriate state agency will be necessary. Provide a description of the impacts and how impacts will be avoided, minimized, or mitigated. Provide the Biological Assessment and Biological Opinion, if required.</p> <p>The project will have no impact on any endangered or threatened species or their habitat. The Airport’s wildlife biologist is familiar with the project area and has not noted any endangered or threatened species in this area. The MTNHP Environmental Summary does not show any endangered or threatened species within the airport property.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Does the project have the potential to take birds protected by the Migratory Bird Treaty Act? Describe steps to avoid, minimize, or mitigate impacts (such as timing windows determined in consultation with the US Fish &amp; Wildlife Service).</p> <p>The proposed project does not have the potential to take birds protected by the Migratory Bird Treaty Act. No habitat or nest structures have been located in the project site. The Airport’s wildlife biologist is familiar with the project area, and all airport maintenance staff is on the lookout for bird sightings or habitats during routine inspection and mowing.</p>                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**5-2.b (4) Other Resources**

Items to consider include:

| <b>a. Fish and Wildlife Coordination Act</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>YES</b>               | <b>NO</b>                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Does the project area contain resources protected by the Fish and Wildlife Coordination Act? If yes, describe any impacts and steps taken to avoid, minimize or mitigate impacts.</p> <p>16 U.S.C. 661-666e was reviewed for this project to investigate and report on any actions that affect any stream or other body of water. The proposed does not impact any stream or other bodies of water. This project increases stormwater capacity and extends the detention time of water that discharges into Alkali Creek. The project will allow silts in the water to settle in the pond before discharging toward Alkali Creek. This project will not have a negative impact on Alkali Creek.</p>                                                                                                                                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <b>b. Wetlands and Other Waters of the U.S.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>YES</b>               | <b>NO</b>                           |
| <p>Are there any wetlands or other waters of the U.S. in or near the project area?</p> <p>The project area is not in or near any wetlands or other waters of the U.S. The Airport is located on a sandstone plateau 300 to 400 feet above the nearest water source of Alkali Creek. The MTNHP Environmental Summary shows all wetlands off airport property near Alkali Creek. Alkali Creek is 1.4 miles to the northeast of the project site.</p>                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Has wetland delineation been completed within the proposed project area? If yes, please provide U.S. Army Corps of Engineers (USACE) correspondence and jurisdictional determination. If delineation was not completed, was a field check done to confirm the presence/absence of wetlands or other waters of the U.S.? If no to both, please explain what methods were used to determine the presence/absence of wetlands.</p> <p>A field check was performed and no wetlands were observed in connection with the proposed project area. We do not observe indications of hydric soil, hydric vegetation, or connection to surface water hydrology. The storm water infrastructure helps alleviate all surface water near active aviation and the project sits on silty sandstone. The area is natural grass that helps with FOD and dust.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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|                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                     |
| <p>If wetlands are present, will the project result in impacts, directly or indirectly (including tree clearing)? Describe any steps taken to avoid, minimize or mitigate the impact.</p> <p>No wetlands were observed in connection with the proposed project area; therefore, no direct impacts will be a result of the project. There are no trees on the site, see photo above.</p>                                                                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Is a USACE Clean Water Act Section 404 permit required? If yes, does the project fall within the parameters of a general permit? If so, which general permit?</p> <p>There are no wetlands or waterways in the proposed project area. No USACE Clean Water Section 404 permit will be required for the proposed project.</p>                                                                                                                                      | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p><b>c. Floodplains</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><b>YES</b></p>        | <p><b>NO</b></p>                    |
| <p>Will the project be located in, encroach upon or otherwise impact a floodplain? If yes, describe impacts and any agency coordination or public review completed including coordination with the local floodplain administrator. Attach the FEMA map if applicable and any documentation.</p> <p>According to FEMA flood hazard map 30111C1260E (November 6, 2013) indicated that no floodplains will be encroached upon or otherwise impacted by the proposed</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

|                                                                                                                        |  |  |
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| <p>project. The project is located in zone X and outside the floodplain as shown on the FEMA FIRM map in Figure 3.</p> |  |  |
|------------------------------------------------------------------------------------------------------------------------|--|--|

| <b>d. Coastal Resources</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>YES</b>               | <b>NO</b>                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Will the project occur in or impact a coastal zone as defined by the State’s Coastal Zone Management Plan? If yes, discuss the project’s consistency with the State’s CZMP. Attach the consistency determination if applicable.</p> <p>No impacts relating to coastal barriers, coastal zone management, or coral reefs are anticipated from airport development for any of the proposed development alternatives due that these resources are not present. According to the U.S. Fish &amp; Wildlife Service Coastal Barrier Resources Act website, the states of Montana, Idaho, and Wyoming are not identified as having any lands included in the Coastal Barriers Resources Act system. The National Oceanic and Atmospheric Administration Ocean &amp; Coastal Resource Management website notes that the states of Montana, Idaho, and Wyoming do not participate in the Coastal Zone Management Program.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Will the project occur in or impact the Coastal Barrier Resource System as defined by the US Fish and Wildlife Service?</p> <p>The Airport is located in Montana, which has no coastal areas.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <b>e. National Marine Sanctuaries</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>YES</b>               | <b>NO</b>                           |
| <p>Is a National Marine Sanctuary located in the project area? If yes, discuss the potential for the project to impact that resource.</p> <p>The Airport is located in Montana, which has no coastal areas.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <b>f. Wilderness Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>YES</b>               | <b>NO</b>                           |
| <p>Is a Wilderness Area located in the project area? If yes, discuss the potential for the project to impact that resource.</p> <p>No. The Absaroka Beartooth Wilderness is located more than 60 miles away and the UL Bend Wilderness is more than 120 miles away from the proposed project location.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <b>g. Farmland</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>YES</b>               | <b>NO</b>                           |
| <p>Is there prime, unique, state or locally important farmland in/near the project area? Describe any significant impacts from the project.</p> <p>All work will be on airport property. No prime, unique, state, or locally important farmland is located on or near the Airport that will be impacted by this project. See attached Figure 5.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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| <p>Does the project include the acquisition and conversion of farmland? If farmland will be converted, describe coordination with the US Natural Resources Conservation and attach the completed Form AD-1006.</p> <p>This project does not include the acquisition and conversion of farmland. See attached Figure 5.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p><b>h. Energy Supply and Natural Resources</b></p>                                                                                                                                                                                                                                                                       | <p><b>YES</b></p>        | <p><b>NO</b></p>                    |
| <p>Will the project change energy requirements or use consumable natural resources either during construction or operations?</p> <p>No.</p>                                                                                                                                                                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Will the project change aircraft/vehicle traffic patterns that could alter fuel usage either during construction or operations?</p> <p>This project is located in an area that will not affect aircraft/vehicle patterns for the duration of the project.</p>                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <b>i. Wild and Scenic Rivers</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>YES</b>               | <b>NO</b>                           |
| <p>Is there a river on the Nationwide Rivers Inventory, a designated river in the National System, or river under State jurisdiction (including study or eligible segments) near the project?</p> <p>There are no rivers in the Nationwide Rivers Inventory in Yellowstone County. Yellowstone River, which is not near the project site but approximately 3.5 miles from the Airport is the closest river. The project will not impact this river.</p>                                                                                                                                                        | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Will the project directly or indirectly affect the river or an area within ¼ mile of its ordinary high water mark?</p> <p>This project is 3.5 miles from the Yellowstone River and will have no impact.</p>                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <b>j. Solid Waste Management</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>YES</b>               | <b>NO</b>                           |
| <p>Does the project (either the construction activity or the completed, operational facility) have the potential to generate significant levels of solid waste? If so, discuss how these will be managed.</p> <p>Construction activities are not expected to generate significant levels of solid waste. Most of the project will involve excavation, and the resulting material will remain on airport property and be used as fill material for future development. The project may involve removal of existing storm drain infrastructure which would be the only source of solid waste on the project.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**5-2.b(5) Disruption of an Established Community**

|                                                                                                                                                                                                                                                                                               | YES                      | NO                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Will the project disrupt a community, planned development or be inconsistent with plans or goals of the community?</p> <p>This project is located on Airport property and will not disrupt any community, planned development or be inconsistent with plans or goals of the community.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Are residents or businesses being relocated as part of the project?</p> <p>No residents or businesses are located on Airport property where the project is located.</p>                                                                                                                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**5-2.b(6) Surface Transportation**

**YES    NO**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Will the project cause a significant increase in surface traffic congestion or cause a degradation of level of service provided?</p> <p>The project entrance is off Highway 3 with good access and level of service. This project will have truck entering signs and the traffic will handle the increase during construction. Most construction trucks use Highway 3 to get from the west end of the material plants to the center or east end of Billings. We have not noticed increase congestion due to construction at the airport throughout the past 10 years with the construction of round a bouts and Highway 3 upgrades (additional lanes and wider shoulders).</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Will the project require a permanent road relocation or closure? If yes, describe the nature and extent of the relocation or closure and indicate if coordination with the agency responsible for the road and emergency services has occurred.</p> <p>No road relocations or closures will be required.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|

**5-2.b(7) Noise**

|                                                                                                                                                                                                                                                                                                                                                                                     | YES                                 | NO                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| <p>Will the project result in an increase in aircraft operations, nighttime operations, or change aircraft fleet mix?</p> <p>The project will not increase aircraft operations, nighttime operations, nor change fleet mix characteristics. This project is insignificant to affecting aircraft operations.</p>                                                                     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <p>Will the project cause a change in airfield configuration, runway use, or flight patterns either during construction or after the project is implemented?</p> <p>The project is outside all FAA safety zones and will not affect airport operations.</p>                                                                                                                         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <p>Does the forecast exceed 90,000 annual propeller operations, 700 annual jet operations or 10 daily helicopter operations or a combination of the above? If yes, a noise analysis may be required if the project would result in a change in operations.</p> <p>This project will not result in a change in operations.</p>                                                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <p>Has a noise analysis been conducted, including but not limited to generated noise contours, a specific point analysis, area equivalent method analysis, or other screening method. If yes, provide that documentation.</p> <p>A noise contour map is included as Figure 4. This was conducted by Peat Marwick in April 1985.</p>                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <p>Could the project have a significant impact (DNL 1.5 dB or greater increase) on noise levels over noise sensitive areas within the 65+ DNL noise contour?</p> <p>The project location is currently in Zone 2 with DNL 65-70. This project involves an apron for aircraft to park at and will not change the flight patterns of aircraft or impact the existing noise levels.</p> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**5-2.b(8) Air Quality**

|                                                                                      | YES                      | NO                                  |
|--------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Is the project located in a Clean Air Act non-attainment or maintenance area?</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |                                     |
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| <p>If yes, is it listed as exempt, presumed to conform or will emissions (including construction emissions) from the project be below <i>de minimis</i> levels (provide the paragraph citation for the exemption or presumed to conform list below, if applicable) Is the project accounted for in the State Implementation Plan or specifically exempted? Attach documentation.</p> <p>Billings is a state-regulated community for air quality. According to the Montana Department of Environmental (DEQ) website (<a href="https://deq.mt.gov/Air/Programs/panandrul">https://deq.mt.gov/Air/Programs/panandrul</a>) for carbon monoxide, Billings is listed as attainment/unclassified. Billings also has attainment for sulfur dioxide and is listed as SIP Call. The SIP Call actions under Federal Clean Air Act Authority Section 110(k)(5). These are not nonattainment areas.</p> <p>Thus, the proposed project area is not located in an Air Quality Nonattainment zone.</p> <p>Air quality effects anticipated with this project may be temporary dust generated in the immediate area of construction. The contractor would be responsible for dust control throughout the duration of the proposed project to mitigate temporary impacts.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Does the project have the potential to increase landside or airside capacity, including an increase of surface vehicles?</p> <p>This project will not result in a change of landside or airside capacity. The project allows for future stormwater to be mitigated properly.</p>                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Could the project impact air quality or violate local, State, Tribal or Federal air quality standards under the Clean Air Act Amendments of 1990 either during construction or operations?</p> <p>The proposed project activities are unlikely to impact air quality within the project area outside of temporary dust generated in the immediate area of construction. The direct effects to air quality from the proposed project to the Billings community or Yellowstone County would be minimal as there would be no significant atmospheric emissions because of the finished project.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**5-2.b (9) Water Quality**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | YES                      | NO                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Are there water resources within or near the project area? These include groundwater, surface water (lakes, rivers, etc.), sole source aquifers and public water supply. If yes, provide a description of the resource, including the location (distance from project site, etc.).</p> <p>The proposed project will not impact groundwater. Ground water is greater than 100 feet deep and has not been hit drilling or during construction on a project to date. According to the Environmental Protection Agency (EPA) Region 8 Sole Source Aquifer Program, the Missoula Valley Aquifer is the only Sole Source Aquifer in the State of Montana. The proposed project area does not overlay the Missoula Sole Source Aquifer and will have no effect.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Will the project impact any of the identified water resources either during construction or operations? Describe any steps that will be taken to protect water resources during and after construction.</p> <p>No impacts to water resources have been identified as being associated with proposed project activities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Will the project increase the amount or rate of stormwater runoff either during construction or operations? Describe any steps that will be taken to ensure it will not impact water quality.</p> <p>The project will increase the pond's capacity of storm runoff from the west end of the airport.</p> <p>Construction operations will require a general permit for storm water discharge associated with construction activities. During the development of the SWPPP Best Management Practices will be identified and implemented prior to the initiation of construction activities.</p>                                                                                                                                                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

|                                                                                                                                                                                                                                                                                                                   |                                     |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| <p>Does the project have the potential to violate federal, state, tribal or local water quality standards established under the Clean Water and Safe Drinking Water Acts?</p> <p>No impacts to water quality have been identified as being associated with proposed project activities or storm water at BIL.</p> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <p>Are any water quality related permits required? If yes, list the appropriate permits.</p> <p>The Contractor will be required to follow a Storm Water Pollution Prevention Plan and fall under the Airport's SWPPP. No other permits regarding water quality are anticipated.</p>                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

**5-2.b(10) Highly Controversial on Environmental Grounds**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | YES                      | NO                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Is the project highly controversial? The term “highly controversial” means a substantial dispute exists as to the size, nature, or effect of a proposed federal action. The effects of an action are considered highly controversial when reasonable disagreement exists over the project’s risks of causing environmental harm. Mere opposition to a project is not sufficient to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement exists regarding the effects of a proposed action.</p> <p>No controversy has been identified as being associated with the proposed project. No opposition to the proposed project has been identified.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**5-2.b(11) Inconsistent with Federal, State, Tribal or Local Law**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | YES                      | NO                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Will the project be inconsistent with plans, goals, policy, zoning, or local controls that have been adopted for the area in which the airport is located?</p> <p>The Airport property is annexed into the City of Billings and is within the Billings Planning Jurisdiction area for buildings. Airports and customary accessory uses required for their operation are permitted uses under the City. The underlying zoning does not present obstacles to the general functioning of the Airport and specifically to the construction of the proposed project. The proposed project is consistent with the plans of the 2009 Masterplan and is on the current signed ALP.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Is the project incompatible with surrounding land uses?</p> <p>The proposed project will take place on airport property and will contribute to the local community plans and goals. There are no issues with the surrounding land use.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**5-2 .b (12) Light Emissions, Visual Effects, and Hazardous Materials**

| <b>a. Light Emissions and Visual Effects</b>                                                                                 | YES                      | NO                                  |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Will the proposed project produce light emission impacts?</p> <p>The project will not produce light emission impacts.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

|                                                                                                                                                                                                                                                                                                  |                          |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Will there be visual or aesthetic impacts as a result of the proposed project or have there been concerns expressed about visual/aesthetic impacts?</p> <p>This project is expanding an existing stormwater pond. It will not change the area visually or have any new aesthetic impacts.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|

| <b>b. Hazardous Materials</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>YES</b>               | <b>NO</b>                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Does the project involve or affect hazardous materials?</p> <p>Jet fuel, 100LL fuel and ethylene glycol deicing agents have historically been and are currently delivered, stored for, and placed in or on aircraft at the Airport. The Airport has a current Storm Water Permit that addresses all the industrial activity and Best Management Practices (BMP) that would remain. The Airport has established BMPs to ensure that fuel and deicing agents are properly dispersed, stored, and that necessary mitigation measures remain in place to address potential spills. The proposed project would not cause the Airport to become unable to meet applicable local, state or federal regulations pertaining to hazardous materials, pollution prevention, and solid waste impacts. This project will not change the storage of materials as described above.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Will construction take place in an area that contains or previously contained hazardous materials?</p> <p>A search of the DEQ website reveals no hazardous materials or sites (reference: <a href="http://deq.mt.gov/rem">http://deq.mt.gov/rem</a>). The project area has never contained hazardous materials.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>If the project involves land acquisition, is there a potential for this land to contain hazardous materials or contaminants?</p> <p>This project does not involve a land acquisition.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Will the proposed project produce hazardous or solid waste either during construction or after? If yes, how will the additional waste be handled?</p> <p>The project will not produce hazardous and/or solid waste. Typical construction wastes will be disposed of at the City of Billings landfill. Most of the construction waste on this project will be unclassified excavation (remain on airport property for future projects). The small quantity of materials is not expected to result in quantities beyond the capacity of those facilities.</p>                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**5-2 .b (13) Public Involvement**

|                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>YES</b>               | <b>NO</b>                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| <p>Was there any public notification or involvement? If yes, provide documentation.</p> <p>The project has been publicly discussed at Airport meetings with airlines that include all tenants at the airport. The landuse plan in the ALP and the Master Plan from 2009 show the areas covered in this project as aviation development. No comments have been received on this project during those open public meetings.</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Permits**

List any permits required for the proposed project which have not been previously discussed.

Provide details on the status of permits.

Required permits will be noted in the specifications as being part of the Contractor's responsibility to obtain, which include a Construction Storm Water Pollution Prevention Program Permit.

**Environmental Commitments**

List all measures and commitments made to avoid, minimize, mitigate, and compensate for impacts on the environment, which are needed for this project to qualify for a CATEX.

Construction operations will be completed during day time hours and will implement best management practices in the required work.

**Preparer Information**

|                         |                                           |              |                      |                 |       |
|-------------------------|-------------------------------------------|--------------|----------------------|-----------------|-------|
| <b>Point of Contact</b> | Heather Mosser, P.E.                      |              |                      |                 |       |
| <b>Address</b>          | 315 N. 25 <sup>th</sup> Street, Suite 102 |              |                      |                 |       |
| <b>City</b>             | Billings                                  | <b>State</b> | MT                   | <b>Zip Code</b> | 59101 |
| <b>Phone</b>            | 406-237-1239                              |              | <b>Email Address</b> | hmosser@m-m.net |       |

Signature Heather Mosser Date 12.01.25

**Airport Sponsor Information and Certification** (may not be delegated to consultant)

Provide contact information for the designated sponsor point of contact and any other individuals requiring notification of the FAA decision.

|                           |                                                                       |              |                                     |                       |       |
|---------------------------|-----------------------------------------------------------------------|--------------|-------------------------------------|-----------------------|-------|
| <b>Point of Contact</b>   | Paul Khera                                                            |              |                                     |                       |       |
| <b>Address</b>            | Billings Logan International Airport, 1901 Terminal Circle, Room 2016 |              |                                     |                       |       |
| <b>City</b>               | Billings                                                              | <b>State</b> | MT                                  | <b>Zip Code</b>       | 59101 |
| <b>Phone Number</b>       | 406-657-8339                                                          |              | <b>Email Address</b>                | KheraP@billingsmt.gov |       |
| <b>Additional Name(s)</b> |                                                                       |              | <b>Additional Email Address(es)</b> |                       |       |

I certify that the information I have provided above is, to the best of my knowledge, correct. I also recognize and agree that no construction activity, including but not limited to site preparation, demolition, or land disturbance, shall proceed for the above proposed project(s) until FAA issues a final environmental decision for the proposed project(s) and until compliance with all other applicable FAA approval actions (e.g., ALP approval, airspace approval, grant approval) has occurred.

Signature Paul Khera Date November 26, 2025

**FAA Decision**

Having reviewed the above information, it is the FAA’s decision that the proposed project (s) or development warrants environmental processing as indicated below.

Name of Airport, LOC ID, and location Billings Logan International Airport (BIL), Billings, MT

Project Title Pond E Expansion

No further NEPA review required. Project is categorically excluded per (cite applicable FAA Order 1050.1 (current version) and CATEX that applies).  
B-2.4(l) Land grading

An Environmental Assessment (EA) is required.

An Environmental Impact Statement (EIS) is required.

The following additional documentation is necessary for FAA to perform a complete environmental evaluation of the proposed project.

Name: Heidy Bruner  
Responsible FAA Official

Title Environmental Protection Specialist

Signature HEIDY SUE  
BRUNER  
Digitally signed by HEIDY SUE  
BRUNER  
Date: 2025.12.05 11:29:08 -07'00'

Date December 5, 2025

The Airport must ensure that contract documents include provisions requiring the Contractor to secure and adhere to applicable permits for Storm Water Discharges Associated with Construction Activity.

Although Historic or Cultural Resources are not expected to be discovered, the Sponsor must ensure that construction contract documents include provisions obligating the Contractor to adhere to an Inadvertent Discovery Plan protocol. If any actual or suspected cultural resources are encountered during the course of the project, all work in the vicinity of the find will cease until FAA is notified and the Montana State Historic Preservation Office can be contacted and given an opportunity to evaluate the situation.

**City Council Regular Business Meeting**

**Meeting Date:** 01/26/2026

**TITLE:** W.O. 26-01, Contract 2: 2026 Sanitary Sewer Replacement, Professional Services Contract

**PRESENTED BY:** Debi Meling

**Department:** Public Works

**Presentation:** No

**Legal Review:** Template Contract

**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council award a professional engineering services contract for W.O. 26-01, Contract 1: 2026 Water Main Replacement, to Morrison-Maierle, Inc. in the amount of \$1,219,450.

**EXECUTIVE SUMMARY**

The City will replace or rehabilitate approximately 22,500 feet of aging sanitary sewer mains as part of its annual maintenance program, targeting pipes installed between 1916 and 1986 that show significant deterioration and maintenance issues. Work will occur across four areas of the city using a combination of replacement and lining to improve system reliability and reduce backups. Staff recommends awarding a \$1,219,450 professional engineering services contract to Morrison-Maierle, Inc., with the project fully funded through the FY26 Wastewater Fund budget.

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

The City replaces and upgrades its sanitary sewer utilities as part of an annual maintenance program. This project will replace or rehabilitate (line) approximately 22,500 feet of existing sanitary sewer. The sewer mains being replaced with this project were selected based on age, video inspection condition assessment, root intrusion history, and sewer backup history. This project will replace sanitary sewer mains that were installed between 1916 and 1986 and are made of clay tile and reinforced concrete pipe. These sewer mains exhibit corroded or spalled concrete soffits, broken and cracked pipe, and many sections need yearly root intrusion removal and maintenance.

The sewer mains to be replaced or rehabilitated are located in four primary geographical areas. Area 1 is located in the Billings Heights where 3400 lineal feet of 36-inch diameter reinforced concrete pipe will be rehabilitated along the trail between Earl Gus Park and Hilltop Road. 1420 lineal feet of 18 to 24-inch clay pipe will be rehabilitated along Lake Elmo Drive between Bench Boulevard and Main Street. Area 2 is located on Grand Avenue between Division Street and Virginia Lane, where 6240 lineal feet of 18 to 21-inch clay pipe and reinforced concrete pipe will be rehabilitated. Area 2 also includes 935 lineal feet of 8-inch clay pipe within Pioneer Park between 3rd Street West and Lordwith Drive. Area 3 is located on the south side of Billings encompassing the area between Jackson Street and Monroe Street and from State Avenue to Madison Avenue where 2420 lineal feet of 8-inch clay pipe will be rehabilitated or replaced. Area 4 encompasses the areas from 24th Street West to 28th Street West and Broadwater Avenue to Cook Avenue where 7575 lineal feet of 8-inch clay pipe will be rehabilitated or replaced.

Morrison-Maierle was selected for the project based on City staff review of three project proposals submitted by prequalified firms that have considerable experience and capacity in sewer replacement and rehabilitation design using the request for proposal process (RFP). Two other proposals were received from Sanderson Stewart and Pioneer Technical Services. The consultant selection was based on Project Team and Availability; Project Approach; and Firm Qualifications and Experience as related to the project needs.

**FISCAL EFFECTS**

The project was budgeted in FY26 using Wastewater Funds in the amount of \$9,700,000. There are adequate funds to award the contract. The remaining budget will be used for construction and subsequent sewer rehabilitation projects.

**STAKEHOLDERS**

**ALTERNATIVES**

City Council may:

- Approve awarding the Professional Engineering Services Contract to Morrison-Maierle, Inc. or
- Not approve awarding the Professional Engineering Services contract to Morrison-Maierle, Inc. If the project is not awarded, the City's sanitary sewer collection system in these areas will continue to be unreliable and may experience ongoing maintenance problems, back-ups, and expenses.

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**Attachments**

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WO 26-01 Prof Services Contract

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## Contract for Professional Architectural and Engineering Services

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### Project: City of Billings W.O. 26-01: Contract 2 – 2026 Sewer Main Replacement

In consideration of the mutual promises herein, the City of Billings and Morrison-Maierle, Inc. agree as follows. This Contract consists of:

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 11 pages (Basic Services of Contractor);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 4 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 31 pages (Certificate(s) of Insurance); and

### **PART I SPECIAL PROVISIONS**

#### Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Administrator or his designee.
- B. "Billings" means the City of Billings.
- C. "Engineer" and/or "Contractor" means Morrison-Maierle, Inc.
- D. In Appendix A, Contractor is referring to the construction contractor.

#### 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 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 are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (\*.asc, \*.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (\*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated 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., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.

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 June 1, 2027. The parties may extend this agreement, by mutual concurrence, for up to three months, in writing prior to its termination.

Section 4. Compensation; Method of Payment.

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

## Section 5. Termination of the Contractor's Services.

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

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

## Section 6. Duties Upon Termination

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

Section 8. Assignments.

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

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

- A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless

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

#### Section 10. Notices.

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

Billings: City Engineer (Mac Fogelson, PE)  
City of Billings  
Public Works Department  
2224 Montana Avenue  
Billings, Montana 59101 FAX: (406) 237-6291 / PHONE: (406) 657-8232

Contractor: Morrison-Maierle, Inc.  
Jill Cook, PE  
315 North 25<sup>th</sup> Street, Suite 102  
Billings, Montana 59101 PHONE: (406) 656-6000

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

#### Section 11. Contract Budget.

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

#### Section 12. Force Majeure.

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

4. Order of court, administrative agencies or governmental officers other than Billings.

### Section 13. Financial Management System.

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

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

### Section 14. Funding Requirements.

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

### Section 15. Subcontracts.

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

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

## PART II GENERAL CONTRACT PROVISIONS

### Section 1. Relationship of Parties.

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

### Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
- G. The Contractor and subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: President or Vice President  
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

## Section 8. Integration.

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

## Section 9. Liability.

- A. The Contractor shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.
- B. The Contractor shall 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 and costs arising from wrongful 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. Billings shall indemnify, defend, save, and hold the Contractor harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of Billings or any agent, employee or subcontractor as a result of Billings' or any subcontractor's performance pursuant to this Contract.
- D. Billings shall 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 or negligent acts, error or omission solely of the Contractor occurring during the course of or as a result of the performance of the Contract.
- E. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Contractor, the 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 and costs, which result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor's performance pursuant to this Contract.

## Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Billings, in such

form and at such times as Billings may reasonably require. The Contractor shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

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

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

**CITY OF BILLINGS, MONTANA**

**Morrison-Maierle, Inc.**  
**BUSINESS NAME**

\_\_\_\_\_  
**MIKE NELSON, MAYOR**

\_\_\_\_\_  
SIGNATURE

**APPROVED AS TO FORM:**

**Jill Cook, P.E.**  
**PRINT NAME**

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

**Vice President**  
**PRINT TITLE**

**ATTEST:**

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

## Appendix A

### Basic Services of Engineer City of Billings W.O. 26-01: Contract 2 – 2026 Sewer Main Replacement

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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. 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 Kurtis DeShaw, P.E. working under Vice President, Jill Cook, P.E.

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 Travis Harris, P.E.

Section 3. Scope of Work.

The Engineer shall perform the work outlined in this agreement, including the completion of design and construction engineering phase services for W.O. 26-01: Contract 2 – 2026 Sewer Main Replacement. Design and construction work includes approximately 22,500 linear feet (LF) of sanitary sewer main replacement or cured-in-place-pipe (CIPP) lining, and replacement of 40 manholes as further described as follows:

SCHEDULE 1

- Approximately 10,950 LF of sewer main replacement by open-cut or CIPP lining of the existing sewer mains generally located as stated below.
  - West of the intersection of Washington St and Roosevelt Ave
  - Alley between Jackson St and Monroe St, from State Ave to Orrell Dr
  - Between Daylis Stadium and Pioneer Park
  - Alleys between Broadwater Ave and Custer Ave, Custer Ave and Terry Ave, Terry Ave and Miles Ave.

SCHEDULE 2

- Approximately 11,550 LF of cured-in-place-pipe (CIPP) lining of the existing sewer mains generally located as stated below. Should any section require open-cut replacement of more than 50 LF, an amendment will be requested for this additional work.
  - Along the trail between Earl Gus Park and Hilltop Rd
  - Along Lake Elmo Dr between Bench Blvd and Main St
  - Along Grand Ave between Division St and Virginia Ln
  - Adjacent to Rimrock Rd, west of Normal Ave
  - From 2<sup>nd</sup> Ave S, to Garfield School

### SCHEDULE 3

- Rehabilitation (lining or CIPP) of 30 manholes, mostly located south of Lake Elmo Dr, downtown, along the South Frontage Rd near Tacoma Screw, and along Mactavish Cir in Briarwood Subdivision.

The scope of work is summarized below:

#### PROJECT MANAGEMENT

Project management for the design and construction phases will include all project coordination between the City and the consultant team members. This management task involves communicating ideas, questions, and concerns to ensure the design incorporates input from both City and Morrison-Maierle project personnel. Project management also involves a project kickoff meeting and the effort necessary to control the project's quality, schedule, and budget.

#### DESIGN SURVEY

Design phase survey services will consist of the following:

- Establish horizontal and vertical control for the project areas. The horizontal and vertical datums for this project shall be approved by the City.
- Utility locates will be requested using the One-Call service.
- The plans will show owner addresses and lot lines based on a limited property corner search and supplemented with the City GIS information. Where the existing sewer main is located on private property, it is assumed that these areas will be CIPP lined.
- All aerial imagery will be based on the City's flight data. Features such as curbs, sidewalks, drive approaches, trees, etc., will be as shown in the photo only, and these features will not be drawn in CADD.
- Design survey will be completed using GPS for ground topography for the open cut portion of the project. Sanitary sewer services will be located based on the City-provided CCTV videos.
- A simplified design survey will be completed using GPS for the CIPP sections of the project. This shall include ground shots every 50' along the sewer centerline and manhole lids. Utility locations will only be surveyed when marked within 10' of the sewer main being rehabilitated. Should the planned CIPP section require open-cut replacement of more than 50 LF, an amendment for additional survey and design as needed will be requested.
- For manhole rehabilitations, the top of lid and center invert of each manhole will be recorded with GPS to determine depth of manhole.
- No easement procurement is included in this scope.

#### GEOTECHNICAL EVALUATION

Geotechnical engineering will be provided by a subconsultant and shall include field sampling, laboratory testing, and review of subsurface soils to determine appropriate pavement section design alternatives, sub-grade treatment, groundwater conditions, and foundations and backfill recommendations for utility installations. Recommendations for specific construction materials established in this review will be included in the project plans and specifications.

- Design geotechnical work will include up to 19 soil borings in the sewer replacement areas varying in depth from 10 to 15 feet in the planned open cut areas and 15 to 20 feet in the planned CIPP areas.

The proposed geotechnical investigation specifically excludes the assessment of environmental characteristics, particularly those involving hazardous substances. A separate or concurrent environmental assessment may be appropriate prior to development. During the course of the performance of the geotechnical engineering services, hazardous materials may be discovered. The Engineer will assume no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury which results from pre-existing hazardous materials being encountered or present on the project site, or from the discovery of such hazardous materials.

Construction phase quality assurance (QA) density tests, proctors, asphalt, and concrete testing are included in the construction materials testing scope up to \$58,000. Since actual materials testing fees may vary based on the contractor's means and methods and changing soil conditions, the Engineer shall notify the City as construction progresses if an amendment will be required to cover additional QA expenses.

## DESIGN

The following work will be performed under this task:

- Design Considerations and Approach:
  - New sewer mains will be designed along the existing horizontal alignments and within the vertical constraints of existing upstream and downstream connection elevations, service depths, and minimum slopes. Pipeline sizes will match existing sizes based on GIS and record drawing information unless otherwise directed by the City. No hydraulic modeling, field flow metering, or other sizing studies are included in this scope.
  - Standard bypass pumping design by the contractor will be specified for open cut areas, and a bypass pumping design specification will be developed for the CIPP sections.
  - To streamline design, the CIPP sections will be simplified to show pertinent information in only plan view (e.g. utilities). The existing sewer main will be displayed in profile view, but no other items will be shown in profile view.
  - All sewer services will only be shown in plan view.
  - Perform one review of City provided CCTV sewer videos for the project areas and evaluate the condition of the existing mains, and the feasibility of open-cut and CIPP lining replacement methods. Also, evaluate

whether sewer service connections should be replaced by open cut or reinstated within the CIPP-lined sewer where applicable. If additional efforts are required beyond one CCTV review, an amendment may be requested for these efforts.

- All services that aren't capped will be added based on the City-provided CCTV.
- Permit research will be coordinated with the City and performed by the City if lots are missing services based on CCTV review.
- If areas of sewer require more effort than a streamlined design approach or review process as previously defined, an amendment may be requested for these additional efforts.
- Existing record drawings will be used to obtain assumed approximate depths and locations of existing utilities and to cross check design survey based on One Call marked utilities.
- Perform manhole measure-downs for the planned sanitary sewer main replacement and CIPP lining areas.
- Perform valve and storm drain manhole measure-downs to verify depths of existing water and storm drain mains where this information is not available on record drawings, or to verify depths where there is minimal clearance at locations where these utilities cross the sewer in a planned open cut area.
- Hold a meeting with City staff to confirm areas to be rehabilitated using CIPP and which to use open cut replacement.
- Review existing leaking underground storage tanks (LUST) and superfund sites in the project areas from the MDEQ database and include requirements in the project specifications for open-cut excavation through potentially contaminated soil and groundwater areas.
- Coordinate with and obtain the Montana Department of Environmental Quality (MDEQ) permit to construct, and with MDT. No other permits are anticipated. No permitting fees are included in the scope of this project.
- Traffic control will be addressed with written specifications and referencing the traffic control drawings in the City of Billings Standard Modifications to MPWSS. No other traffic control plans will be prepared by the Engineer.
- Prepare preliminary plans. Deliverables will include preliminary plans at 50% complete for review by the City. An electronic file (PDF) of the review set will be provided to the City for review. A PDF copy will also be sent to each utility company in the project areas. Engineer will follow up with the utilities to ensure they received the plans sent to them. Engineer will hold a meeting for utilities to attend to discuss potential conflicts, if any occur. Specific coordination will occur with MDU regarding potential gas main conflicts in the alley and with TDS regarding fiber installations, both current and future.
- Hold a review meeting with City staff at 50% to discuss the project.
- Perform up to two field review(s) with the City and other agencies, as required.
- Develop 90% plans, specifications, quantity summaries, and opinion of probable costs for final review by City staff. Engineer will meet with City staff to review 90% comments. An electronic file (PDF) of the review set will be provided to the City for review.

- Seal and sign all final plans, specifications, submitted calculations, and reports with the seal of the Montana licensed Professional Engineer in responsible charge of the work.
- Submit plans, specifications, design summary, certified checklist, and any required deviations for the water main replacement to MDEQ for review. The City will pay the respective permitting fees directly. Coordinate with MDEQ on any follow-up comments/requirements.
- Prepare a letter and mail to property owners adjacent to the project areas. The property owner names and addresses will be provided by the City.
- Attend one public informational meeting during design.
- Potholing or other exploratory services may be required during the design of this project. This scope includes limited potholing or exploratory services as required. A subcontractor would be retained by the Engineer for this work, with the subcontract not to exceed \$9,000.

Bidding services will be provided as follows:

- Prepare 100% plans and specifications for bidding.
- This project will be planned to be bid in up to three schedules with a single project bid opening and award make to a single prime contractor.
- Update the opinion of probable cost to be used for the bid opening.
- Provide bid advertisement text to City for publication. Submission of the advertisement to publications and the cost for advertising will be responsibility of the City.
- Distribution of plans and specifications will be electronically using the City's Quest CDN service and through [www.montanabid.com](http://www.montanabid.com). No hard copies of the plans and specifications will be provided to the bidders. One (1) 11"x17" copy will be provided to the City, as well as an electronic file (PDF).
- The plan holder's list will be maintained through Quest CDN.
- Answer prospective bidders' questions regarding the project.
- Schedule and hold a pre-bid conference with interested contractors and suppliers. Prepare an agenda for the meeting.
- Prepare and distribute addenda as necessary.
- Attend bid opening, analyze bid proposals, publish a bid tabulation, and make recommendations on awarding a construction contract.

## CONSTRUCTION ADMINISTRATION

Construction administration will include the following tasks:

- Prepare electronic copies of construction contract documents and distribute to Contractor and City.
- Schedule and hold a pre-construction conference prior to commencement of work at the site. Issue meeting minutes to Contractor and City.
- Take preconstruction photos or videos of proposed work areas.
- Coordinate appropriate quality assurance testing of materials intended for incorporation into the project and require documentation of testing results.
- Provide observation of construction for confirmation of general conformance with the drawings and specifications. The RPR will attempt to prioritize

observation of most critical items. Critical items of work shall include, but not be limited to, sewer main, manhole, and service excavation, installation, and backfilling; subgrade preparation; gravel base course surface preparation; asphalt trench restoration; testing; and concrete pouring and finishing. It is understood that the contractor may have more than one mainline and/or service crew, and possibly paving crews, working simultaneously. A single RPR will observe all crews. Observation, however, is not exhaustive for each crew as the RPR divides time among crews.

- RPRs will document work observed with a daily review log. Each daily review log shall be documented in a permanent, reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to the City as requested during construction. Engineer will notify the City as soon as practical of contract problems or deviations from approved plans.
- Coordinate and administer weekly progress meetings.
- Coordinate with the directly impacted public through the development and distribution of informational handouts once during construction.
- Prepare a weekly construction update email and project map showing work areas to include on the City's website or social media.
- This project is planned based on part-time observation of construction, and assumes allowable contract time as follows:
  - Schedule 1: 170-calendar days
  - Schedule 2: 90-calendar days
  - Schedule 3: 45-calendar days
- The Construction contract allows for two (2) construction crews to work concurrently for the duration of the project. This project is planned for the following RPR coverage:
  - Schedule 1
    - One (1) RPR at eight (8) hours per working day for 170 calendar days.
    - One (1) RPR at eight (8) hours per working day for 50 calendar days.
  - Schedule 2
    - One (1) RPR at four (4) hours per working day for 90 calendar days.
  - Schedule 3
    - One (1) RPR at four (4) hours per working day for 45 calendar days.
- Additional time for the RPR includes 20 hours of preparation, pre-construction conference meeting, and contract review, and 20 hours for punch list follow up after Substantial Completion.
- Construction administration time includes project manager involvement up to 6 hours per week. If more time is required during construction, this will be communicated with the City's project manager. An amendment will be requested if construction administration time requires more than 6 hours per week for the project manager.
- Coordinate with geotechnical subcontractor to interpret geotechnical test results and recommendations and coordinate with field observations.
- The Engineer shall record the location and depth, where available, of 6-inch and larger underground utilities and all water services which are exposed during construction. When the Engineer is not onsite, the Engineer will rely on Contractor records to record this information.

- Engineer shall confirm that the Contractor has all needed permits to accomplish the construction.
- Review shop drawings, samples, equipment, bypass pumping plans, traffic control plans, valve operation requests, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor as described in the construction contract.
- Evaluate and respond to Requests for Information (RFI) from Contractor.
- Prepare monthly and final pay estimates for construction and prepare contract administration forms monthly. These will be submitted in the City's approved format.
- Engineer shall provide City with geotechnical testing reports after construction.
- Prepare and recommend Field Orders and Change Orders when necessary due to conditions encountered during construction, or City requested changes. Work resulting in contract overage will be processed by approved Change Orders using the City's standard format.
- Review CCTV post-construction videos after services are reinstated. This review is limited to one initial review plus one review of repaired areas. If the repairs require more than one review, an amendment will be requested to cover additional reviews.
- Engineer shall perform substantial and final completion related construction administration items.

### CONSTRUCTION SURVEY

Construction phase survey services will consist of the following: Construction phase survey services will consist of the following:

- Provide personnel, equipment, and supplies for construction layout and control.
- Construction layout shall include layout, measurements, lines, locations, and grades necessary to construct the sewer main replacement and associated appurtenances. Staking shall include centerline locations and offsets for the principal components of the work (manholes) and intermediate points at approximately 50 feet between principal components for the open-cut sewer main replacement areas. Staking of sanitary sewer services is not included.
- Survey shall reference and preserve all existing survey monuments and benchmarks. New monuments needed will be set for the project and will be shown on as-built drawings.

### CLOSEOUT

Closeout services will be provided as follows:

- Following receipt of red-lined drawings from the Contractor and any review comments from the City, make necessary changes and furnish the City with record drawings as generally indicated in Section 2D of Part I of this contract. Record drawing information will be based on the information provided by the Contractor and will be to a degree of accuracy as represented by the Contractor. Record drawings shall include, but not be limited to:
  - Stationing of manholes and sewer services will be documented from the Contractor.

- All elevations shall be referenced to a permanent benchmark elevation that is clearly shown on the plans.
  - Record drawings are due to the City within 60 days of the Contractor's final payment (contingent on the Contractor submitting as-built information per the contract) and before final payment to the Engineer.
- Issue Certificate of Substantial Completion and document any punchlist items.
- Schedule and make Substantial Completion and final inspections with the City and certify to DEQ that all construction items were constructed in general accordance with the plans and specifications and are acceptable to the Engineer.
- Schedule and inspect with City prior to the expiration of 2-year construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to the City and Contractor and continue until acceptable.

## Appendix B

### Methods and Times of Payment City of Billings W.O. 26-01: Contract 2 – 2026 Sewer Main Replacement

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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 as described in Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the following total fee:

|                                |                       |
|--------------------------------|-----------------------|
| 1. Project Management          | \$52,800.00           |
| 2. Design Survey               | \$61,000.00           |
| 3. Geotechnical                | \$102,000.00          |
| 4. Design                      | \$373,600.00          |
| 5. Construction Administration | \$522,300.00          |
| 6. Construction Survey         | \$45,400.00           |
| 7. Project Closeout            | \$40,600.00           |
| 8. Quality Assurance           | <u>\$21,750.00</u>    |
| <b>TOTAL</b>                   | <b>\$1,219,450.00</b> |

- 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 project shall be paid for by a negotiated fee.

#### 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 City of Billings W.O. 26-01: Contract 2 – 2026 Sewer Main Replacement**

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

- A. Additional Services are defined as 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 City of Billings W.O. 26-01: Contract 2 – 2026 Sewer Main Replacement**

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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.

# Section 1. Professional Services.



Standard Rate Schedule  
Effective Through  
June 30, 2026

|                                        |                                                                                                                                                        | Standard Rate       | Overtime Rate |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------|
| <b>Administration</b>                  | Administrative Coordinator                                                                                                                             | 100.00              | 150.00        |
|                                        | Grant Manager                                                                                                                                          | 125.00              | 125.00        |
|                                        | Graphic Designer                                                                                                                                       | 125.00              | 125.00        |
|                                        | Project Coordinator                                                                                                                                    | 110.00              | 165.00        |
|                                        | Safety Administrator                                                                                                                                   | 160.00              | 160.00        |
|                                        | Technical Intern                                                                                                                                       | 88.00               | 132.00        |
|                                        | <b>Designer and Technician</b>                                                                                                                         | Senior ICT Designer | 255.00        |
| Senior Engineering Designer            |                                                                                                                                                        | 190.00              | 190.00        |
| Engineering Designer                   |                                                                                                                                                        | 130.00              | 130.00        |
| CAD Designer III                       |                                                                                                                                                        | 180.00              | 180.00        |
| CAD Designer II                        |                                                                                                                                                        | 149.00              | 149.00        |
| CAD Designer I                         |                                                                                                                                                        | 136.00              | 204.00        |
| CAD Tech III                           |                                                                                                                                                        | 133.00              | 199.50        |
| CAD Tech II                            |                                                                                                                                                        | 115.00              | 172.50        |
| CAD Tech I                             |                                                                                                                                                        | 104.00              | 156.00        |
| <b>Distribution</b>                    | Senior Distribution Designer                                                                                                                           | 255.00              | 255.00        |
| <b>Engineer</b>                        | Supervising Engineer V                                                                                                                                 | 305.00              | 305.00        |
|                                        | Supervising Engineer IV                                                                                                                                | 297.00              | 297.00        |
|                                        | Supervising Engineer III                                                                                                                               | 270.00              | 270.00        |
|                                        | Supervising Engineer II                                                                                                                                | 260.00              | 260.00        |
|                                        | Supervising Engineer I                                                                                                                                 | 245.00              | 245.00        |
|                                        | Senior Engineer II                                                                                                                                     | 230.00              | 230.00        |
|                                        | Senior Engineer I                                                                                                                                      | 205.00              | 205.00        |
|                                        | Design Engineer II                                                                                                                                     | 194.00              | 194.00        |
|                                        | Design Engineer I                                                                                                                                      | 174.00              | 174.00        |
|                                        | Engineer Intern II                                                                                                                                     | 145.00              | 145.00        |
|                                        | Engineer Intern I                                                                                                                                      | 130.00              | 130.00        |
| <b>Planner</b>                         | Supervising Senior Planner                                                                                                                             | 241.00              | 241.00        |
|                                        | Senior Planner                                                                                                                                         | 212.00              | 212.00        |
|                                        | Planner III                                                                                                                                            | 162.00              | 162.00        |
|                                        | Planner II                                                                                                                                             | 148.00              | 148.00        |
|                                        | Planner I                                                                                                                                              | 130.00              | 130.00        |
| <b>Resident Project Representative</b> | Senior Resident Project Representative                                                                                                                 | 196.00              | 196.00        |
|                                        | Resident Project Representative II                                                                                                                     | 180.00              | 180.00        |
|                                        | Resident Project Representative I                                                                                                                      | 143.00              | 214.50        |
| <b>Scientist</b>                       | Supervising Geologist                                                                                                                                  | 284.00              | 284.00        |
|                                        | Senior Geologist                                                                                                                                       | 238.00              | 238.00        |
|                                        | Geologist III                                                                                                                                          | 212.00              | 212.00        |
|                                        | Geologist II                                                                                                                                           | 172.00              | 172.00        |
|                                        | Geologist I                                                                                                                                            | 147.00              | 147.00        |
|                                        | Environmental Scientist III                                                                                                                            | 197.00              | 197.00        |
|                                        | Environmental Scientist II                                                                                                                             | 149.00              | 149.00        |
|                                        | Environmental Scientist I                                                                                                                              | 129.00              | 129.00        |
| <b>Surveyor</b>                        | Survey Group Leader                                                                                                                                    | 243.00              | 243.00        |
|                                        | Survey Group Office Leader II                                                                                                                          | 184.00              | 184.00        |
|                                        | Survey Group Office Leader I                                                                                                                           | 174.00              | 174.00        |
|                                        | Land Surveyor IV                                                                                                                                       | 177.00              | 177.00        |
|                                        | Land Surveyor III                                                                                                                                      | 168.00              | 168.00        |
|                                        | Land Surveyor II                                                                                                                                       | 155.00              | 155.00        |
|                                        | Land Surveyor I                                                                                                                                        | 125.00              | 125.00        |
|                                        | Survey Technician IV                                                                                                                                   | 118.00              | 177.00        |
|                                        | Survey Technician III                                                                                                                                  | 114.00              | 171.00        |
|                                        | Survey Technician II                                                                                                                                   | 111.00              | 166.50        |
|                                        | Survey Technician I                                                                                                                                    | 100.00              | 150.00        |
| <b>Expert Witness</b>                  | Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate. |                     |               |



Standard Billing Rate Schedule  
Rates Effective  
January 1, 2026 – June 30, 2026

**EQUIPMENT RATES**

|                                          |                                          |
|------------------------------------------|------------------------------------------|
| Company Vehicle: highway miles - Pickups | \$ .985/mile                             |
| highway miles – Medium SUV               | \$ .839/mile                             |
| highway miles - Small SUV                | \$ .685/mile                             |
| highway miles - Sedan                    | \$ .664/mile                             |
| on-site mileage                          | \$ .664/mile plus \$5.00/hour            |
| Private Vehicle                          | \$ .725/mile                             |
| ATV                                      | \$50.00/day                              |
| UTV                                      | \$100.00/day                             |
| Survey-Grade GNSS (1 Receiver)           | \$120.00/day                             |
| Survey-Grade GNSS (2 Receivers)          | \$30.00/hour, \$240.00/day               |
| Resource-Grade (GIS) GNSS Receivers      | \$65.00/day                              |
| Hovermap LiDAR Scanner                   | \$50.00/hour, \$400.00/day               |
| Robotic Total Station                    | \$30.00/hour, \$240.00/day               |
| Total Station                            | \$80.00/day                              |
| Trimble SX10 Scanning Total Station      | \$40.00/hour, \$300.00/day               |
| Trimble SX12 Scanning Total Station      | \$40.00/hour, \$300.00/day               |
| FARO Focus 3D Laser Scanner              | \$50.00/hour, \$400.00/day               |
| Hydrolite – TM Echosounder Kit           | \$100.00/day                             |
| Raft-Hydro-Bathy Surveys                 | \$100.00/day                             |
| sUAS Survey Drone                        | \$50.00/hour, \$400.00/day               |
| Nuclear Density Meter                    | \$15.00/hour, \$50.00/day, \$200.00/week |
| Airflow Balancing Hood                   | \$75.00/day                              |
| Core Drill                               | \$10.00/hole                             |
| Digital Level                            | \$50.00/day                              |
| Hammer Drill                             | \$30.00/day                              |

**HYDROLOGICAL EQUIPMENT**

|                                |                                 |
|--------------------------------|---------------------------------|
| Conductivity Meter             | \$15.00/day                     |
| Disposable Bailers             | \$10.00/each                    |
| Dissolved Oxygen Meter         | \$20.00/day                     |
| PH Meter                       | \$15.00/day                     |
| PH/Temp/Conductivity Meter     | \$25.00/day                     |
| Water Sample Fee               | \$10.00/each                    |
| In Situ Level Troll 700        | \$63.00/day, \$250.00/week      |
| AquaCalc Pro                   | \$60.00/day, \$120.00/week      |
| Marsh McBirney 2000 Flowmeter  | \$60.00/day, \$120.00/week      |
| Global Water FP 111 Flowmeter  | \$25.00/day, \$75.00/week       |
| Submersible Pump (Redi Flo 2)  | \$155.00/day                    |
| Water Level Meter, 300 Ft.     | \$25.00/day, \$50.00/week       |
| Water Level Meter, 500 Ft.     | \$35.00/day, \$75.00/week       |
| Oil/Water Interface Well Probe | \$40.00/day, \$120.00/week      |
| Hach Flo-Dar (logger & sensor) | \$400.00/week, \$1,000.00/month |
| Rain Gauge Sensor              | \$15.00/week, \$60.00/month     |

**PRINTING EXPENSES**

|                                       |                                            |
|---------------------------------------|--------------------------------------------|
| Black & White Copies                  | \$ .10/8.5x11, \$ .13/8.5x14, \$ .20/11x17 |
| Color Copies                          | \$ .20/8.5x11, \$ .20/8.5x14, \$ .40/11x17 |
| Binding                               | \$ .25/each                                |
| Lamination                            | \$1.00/each                                |
| Oversize Print Black & White          | \$5.00/each                                |
| Oversize Print Color                  | \$6.00/each                                |
| Print & Basic Mount                   | \$12.00/each                               |
| Print & Machine Mount                 | \$20.00/each                               |
| Print, Machine & Laminate White Board | \$32.00/each                               |

**MISCELLANEOUS EXPENSE**

|         |               |
|---------|---------------|
| Lodging | Current Rates |
| Meals   | \$63.00/day   |

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liability insurance is included in the hourly rates of personnel.

Section 2. Materials and Other Direct Costs.

Materials and other direct costs will be invoiced at current rates, plus a ten percent (10%) handling fee. Included as direct costs are the following:

- A. Approved Employee Meals, Lodging, Transportation
- B. Premium Delivery Service (UPS, Federal Express, etc.)
- C. Toll Communication Services (Telephone, Fax, etc.)
- D. Supplies
- E. Premiums for Special Insurance, Performance Bonds, etc.
- F. Other Out-of-Pocket Expenses
- G. Consultants

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

## Appendix E

### Project Schedule

#### City of Billings W.O. 26-01: Contract 2 – 2026 Sewer Main Replacement

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Based on a notice to proceed by Billings date no later than January 26, 2026, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (50% Design): March 2026
2. Preliminary Engineering Services (90% Design): April 2026
3. Final Engineering Services (100% Design): May 2026
4. The above schedule assumes DEQ review will be completed within three (3) weeks of the 90% Design submittal.

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**

#### **City of Billings W.O. 26-01: Contract 2 – 2026 Sewer Main Replacement**

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(Attach Certificate(s) of Insurance)

**City Council Regular Business Meeting**

**Meeting Date:** 01/26/2026  
**TITLE:** Acceptance of P66 and Walmart Grant Funds  
**PRESENTED BY:** Matt Hoppel, Fire Chief  
**Department:** Fire  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Approve acceptance of grant funds totaling **\$25,500** to support expansion of the Billings Fire Department's Community Risk Reduction (CRR) efforts to Billings Urban Fire Service Area (BUFSA) schools through the Safety Squad Program.

**EXECUTIVE SUMMARY**

The Billings Fire Department has received external grant funding from community partners to support the Safety Squad Program, a core component of the Department's Community Risk Reduction (CRR) strategy, for the 2025--2026 school year. Awarded funding includes:

- Phillips 66 -- Billings Refinery: \$24,500
- Walmart -- Billings Heights: \$500
- Walmart -- Billings West End: \$500

The Safety Squad Program is a proactive, prevention-based initiative designed to reduce fire incidents, injuries, and preventable emergencies by addressing risk at its earliest point--through targeted education of children and families. The program aligns with nationally recognized CRR principles by focusing on education, prevention, and behavior change to reduce demand on emergency response services.

Each year, the Safety Squad Program serves approximately 28 elementary schools across Billings, including School District 2, private, independent, and homeschool populations. The program reaches approximately 8,500 students annually in grades K--6, delivering age-appropriate instruction in fire safety, injury prevention, situational awareness, and emergency decision-making.

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

Community Risk Reduction (CRR) emphasizes identifying local risk, prioritizing prevention strategies, and applying resources upstream to reduce emergency incidents before they occur. The Safety Squad Program is a direct application of this model and represents one of the most effective CRR tools available to the Billings Fire Department.

The awarded grant funding is supplemental and intended to enhance and expand existing CRR efforts to additional BUFSA schools. These funds will be used to:

Expand student take-home safety materials that reinforce classroom instruction and promote behavior change in the home.

Increase program reach and resiliency in response to sustained community demand.

Offset rising costs associated with educational materials and program delivery.

Strengthen partnerships with local industry and businesses invested in community safety outcomes.

**FISCAL EFFECTS**

These funds will be used to enhance the Safety Squad Program.

**STAKEHOLDERS**

**ALTERNATIVES**

City Council may:

Approve; or,

Not Approve

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**City Council Regular Business Meeting**

**Meeting Date:** 01/26/2026

**TITLE:** Approval of American Heart Association - endorsed Resuscitation Quality Improvement Program

**PRESENTED BY:** Sara Naylor

**Department:** Fire

**Presentation:** No

**Legal Review:** Yes

**Project Number:** N/A

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**RECOMMENDATION**

Approve the transition from the current instructor-led CPR, ACLS, and PALS training model to the American Heart Association--endorsed Resuscitation Quality Improvement (RQI) program for Billings Fire Department personnel.

**EXECUTIVE SUMMARY**

The Billings Fire Department provides advanced life support services across the City of Billings, where rapid, high-quality resuscitation directly impacts survival and neurological outcomes for cardiac arrest and critically ill patients. CPR, ACLS, and PALS competencies are among the most time-sensitive and high-risk skills performed by fire-based EMS providers.

The Department's current training model relies on centralized, instructor-led renewal events conducted on a biennial or alternating-year cycle. While this approach satisfies minimum certification requirements, it requires removing entire engine companies from their assigned response areas and redistributing coverage throughout the city to accommodate training schedules.

The proposed RQI program represents a transition from episodic certification events to a continuous, evidence-based training and competency model that allows personnel to maintain required certifications while remaining in their assigned response areas.

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

The American Heart Association has clearly documented that CPR and resuscitation skills degrade rapidly, often within three to six months following traditional classroom-based training. National resuscitation research has demonstrated that infrequent, event-based training does not reliably sustain high-quality psychomotor performance for low-frequency, high-risk events such as cardiac arrest and pediatric resuscitation.

In response, the American Heart Association formally endorses low-dose, high-frequency training models, including RQI, which emphasize:

Frequent short skills assessments

Objective performance measurement

Immediate feedback and remediation

Continuous competency validation rather than single-point testing

AHA-supported data demonstrate that these models improve CPR quality metrics and better align training performance with real-world cardiac arrest care.

Under the current instructor-led system, personnel are consolidated at a single training location, requiring:

Engine companies to be taken out of their assigned response areas

Temporary unit relocation and coverage redistribution

Increased supervisory workload to manage system coverage throughout the day

The RQI model allows personnel to complete required training in short, distributed time blocks without routinely removing

entire companies from service. This approach preserves:

Engine company availability

Geographic response balance

Predictable response times

Overall system resiliency

Both major hospitals in Billings transitioned to the RQI training model several years ago. Since implementation, hospital partners have reported measurable improvements in resuscitation performance, including improved return of spontaneous circulation (ROSC) rates. Aligning the Fire Department's training model with local hospitals strengthens system-wide continuity of care and supports improved patient outcomes from pre-hospital care through hospital resuscitation.

### **FISCAL EFFECTS**

The RQI program represents an incremental cost compared to the current instructor-led model.

Over a two-year cycle:

- The current instructor-led model costs approximately **\$37,226**
- The RQI program costs approximately **\$47,488**
- The difference is approximately **\$10,262 over two years**, or **\$5,131 per year**

The program can be fully funded using existing Fire Department funding sources.

No new staffing, equipment purchases, or ongoing operational funding is required beyond the quoted program cost.

When evaluated against operational efficiency, reduced system disruption, and improved patient outcomes, the cost difference represents a strategic investment rather than an added burden on the City's budget.

### **STAKEHOLDERS**

#### **ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

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### **Attachments**

Agreement

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## RESUSCITATION QUALITY IMPROVEMENT PROGRAM MASTER SERVICES AGREEMENT

This Resuscitation Quality Improvement (“RQI”) Master Services Agreement (“Agreement”) is entered into and effective as of the date this Agreement is fully executed below (“Effective Date”) by and between **Laerdal Medical Corporation (“LMC”)**, a New York Corporation with its principal place of business at 167 Myers Corners Rd, Wappingers Falls, NY 12590 LMC and the **City of Billings Fire Department**, having its principal place of business at 2305 8<sup>th</sup> Avenue North, Billings, MT 59101 (“Customer”). LMC is fully authorized to enter into this Agreement for the delivery of RQI Programs by the RQI Affiliates.

### **LMC**

#### **1. Definitions.**

“**RQI**” means the Program portfolio as described in Section 2 and the subject of this Agreement.

“**HeartCode**” means the branded program, or its successors, which forms a part of the RQI Portfolio and delivers a program eLearning activity to enable learners to achieve a traditional AHA course completion ecard.

“**System Activation**” or “**Activation**” means the satisfactory installation of any equipment to be provided as a part of the Service, configuration of the learning platform, and proof that the system is operational evidenced by activation of systems for ten users.

“**Order Form**” means the ordering document representing purchase of any Services agreed to between the parties signed under this Agreement. The term “Order Form” also includes any subsequent document intended by the Parties to effect a change to the Service, such as a Change Order Form or Order Modification Form or Quotation.

“**Service**” means all services ordered by the Customer to be included in RQI Order Forms that are subject of this Agreement.

“**Users**” means Customer's employees, consultants, contractors, clients or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer, or by LMC at Customer's request.

“**AAP**” means the American Academy of Pediatrics.

“**NRP**” means the Neonatal Resuscitation Program of the American Academy of Pediatrics.

“**NRP ILT Licenses**” means licenses for the instructor led training program of the American Academy of Pediatrics NRP Program.

“**Subscription**” means the unit of purchase for the Resuscitation Quality Improvement portion of the Program and involves a recurring program of activity over the defined period of the Agreement.

“**License**” means the unit of purchase for HeartCode and NRP ILT portion of the Program and involves the participation in learning activities as a one time or single activity.

**RQIP Affiliates** means the American Heart Association, Laerdal Medical and/or RQI Partners LLC.

**RQIP Affiliate Programs** means the programs and products of the American Heart Association or Laerdal Medical that may be provided under this Agreement subject to an Order Form.

**RQI Partners LLC (RQIP)** means a legal entity partnership between the American Heart Association (AHA) and Laerdal Medical Corporation), specifically established to sell, service and support their Resuscitation Quality Improvement

Program and approved related programs of the partners to Institutions on their behalf. LMC is a Delaware Limited Liability Company with its principal place of business at 7272 Greenville Ave., Suite P2020, Dallas, Texas, 75231

## 2. Program Description – Resuscitation Quality Improvement (RQI).

The RQI portfolio of programs is a system developed jointly by the American Heart Association and Laerdal Medical AS to assist in the continuous improvement of resuscitation skills provided by healthcare workers and delivered in conjunction with LMC. The RQI portfolio of Programs also includes programs for the Neonatal Resuscitation Program (NRP) of the AAP, for which RQIP is the authorized licensee.

The program of services under this Agreement may utilize a variety of learning tools to assist in competence development through frequent, small quantities of learning activities, including performance feedback and measurement. The program of services implemented at Customer site includes some or all the following as specified in an Order Form:

- **Skills learning activities** for the practice of resuscitation skills using special simulation learning stations deployed at all locations;
- **Simulation Stations** that include all necessary equipment to ensure completion of skills learning activities;
- **Simulations & Feedback By Telephone** to allow emergency call takers to improve competence in guiding bystanders through critical resuscitation skills;
- **Knowledge and decision-making e-learning activities** and may include interactive web-based and video content;
- **HeartCode Program** an e-learning system which provides an alternative method of delivery of traditional AHA healthcare provider and course completion ecard;
- **NRP ILT Licenses** which provide eLearning and course completion materials developed by the AAP for the teaching of neonatal resuscitation skills and knowledge on instructor led programs.
- **Learning management system** to ensure the suitable management of learning activities within, reporting and administration of the program of services delivered to the customer;
- **Debriefing of Case Performance** to provide guidance on system improvement;
- **Rolling electronic eCredential maintenance** system that maintains the electronic credential for Verified Competence, compliance documents for the Customer, and the validity periods;
- **Get With The Guidelines -Resuscitation** system for collection of data and measurement of system improvement. Customers electing to engage in the Get With The Guidelines Resuscitation (GWTGR) system on an Order Form under this Agreement, must also have completed an American Heart Association Get With The Guidelines Unified Participation Agreement to be eligible in that activity.
- **Team Practice Activities** that provide the opportunity for participants to engage with teams in the practice of resuscitation events. If Team Practice Activities are to be added to the service, additional terms and conditions of delivery of the service will be provided with the Order Form.

## 3. Service.

**3.1. Provision of Service.** Customer agrees that the purchase of User Subscriptions or Licenses for Service is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by LMC with respect to future functionality or features.

**3.2. Additional Users.** User Subscriptions for the Service are for named Users and cannot be shared or used by more than one User but may be reassigned by Customer to new Users replacing former Users who have separated from employment, changed job status or function, or otherwise no longer require ongoing use of the Service. Licenses for HeartCode and NRP ILT cannot be shared, used by more than one User or re-assigned. Licenses are considered consumed at User commencement in the program. Customer acknowledges that LMC may conduct consumption audits and invoice Customer, and Customer agrees to pay, for any consumption above the number of Subscriptions and/or Licenses specified in Customer's Order Forms, and also adjust future billing rates to the new Subscription and/or Licenses levels indicated by Customer's actual consumption. Unless otherwise specified in the relevant Order Form:

(a) the term of the additional User Subscriptions and/or Licenses shall be coterminous with the expiration of the then current Subscription term; and

(b) pricing for the additional User Subscriptions and/or Licenses shall be the same as that for the pre-existing Subscriptions or Licenses, prorated for the remainder of the then current term.

**3.3. Administrative Users.** Each Subscription will include a number of User accounts that include limited system administration features, the number of which shall be agreed from time to time between the parties.

**3.4. Authorized Support Contacts.** Customer will designate one or more Administrative Users who are authorized to invoke technical support and permit technical support technicians to access and make changes to Customer's Services.

#### **4. Use of the Service.**

The Service included in the Fees stated on the Order Form may include:

**4.1. Simulation Learning Stations-** all equipment for skills simulation activities as provided on the Order Form (not including the use of any consumables required to operate the equipment). Except in the case of an out of box failure or product defect, Customer is responsible for replacing, where applicable, manikin faces and lungs, wipes, adult and infant bag, adult and infant clothing. Customer acknowledges that in receiving the Service it does not take title or ownership to any of the equipment provided for the Services under this Agreement.

**4.2. System Activation** – services to ensure that equipment installed at the Customer's site is operational and that site administrators have been orientated to enable them to manage and operate the provided systems. An Activation Fee shall be included on the Order Form to cover such establishment charges.

**4.3. Equipment Support** – services to ensure that the provided equipment for the Service remains operational and functional. In the case of failure of equipment LMC will, as far as commercially reasonable, undertake to repair or replace at its own discretion and expense within five working days of the reported failure.

**4.4. Customer Support** - standard telephone and online support to Customer's Authorized Support Contacts during normal LMC Support Hours (generally Monday-Friday, 8 a.m. to 8 p.m. Eastern time, except holidays, which are subject to change).

**4.5. Software and Data Handling** - use of commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by circumstances beyond LMC's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, acts of terror, strikes or other labor problems (other than those involving LMC employees), computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within LMC possession or reasonable control, and network intrusions or denial of service attacks.

- 5. Customer Responsibilities.** Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) use commercially reasonable efforts to preserve and care for the Simulation Learning Stations and prevent unauthorized access to, or use of, the Service, and notify LMC promptly of any unauthorized use; (c) comply with all applicable local, state, federal, and foreign laws in using the Service and not use the Service in a manner that would violate any federal or state laws of the United States; and (d) not move any LMC equipment beyond the designated facility where it was installed, modify, dispose of, transfer or otherwise devalue the Simulation Learning Stations without prior written approval by LMC.
- 6. Fees & Payment.**
- 6.1. Fees.** Customer shall pay all fees specified in all executed Order Forms. Except as otherwise stated on an Order Form, all fees are quoted and paid in United States dollars. In the case of the Service, and except for Activation Fees and other services as stated on an Order Form:
- (a) fees are based on the number of User Subscriptions and/or Licenses purchased on the relevant Order Form, not the extent of actual consumption;
  - (b) fees are non-refundable; and
  - (c) the number of User Subscriptions and/or Licenses purchased cannot be decreased during the relevant term stated on the Order Form.
- 6.2. Customer Invoicing & Payment.** Customer shall provide complete and accurate billing and contact information to LMC and notify LMC of any change to such information. Fees for the Service will be invoiced in advance in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, charges are due net thirty (30) days from the invoice date.
- 6.3. System Activation, Subscription, and License Fees.** Upon completion of equipment delivery and System Activation as defined in Section 1 of this Agreement LMC will initiate immediate billing for the Activation Fees. Unless otherwise provided on the Order Form, the fees for Subscriptions, and associated billing, on the Service shall commence on System Activation, provided, however, if the System Activation occurs on or before the 15<sup>th</sup> day of the month, then invoicing for Subscriptions shall commence as the 1<sup>st</sup> day of the same month. If the System Activation occurs on or after the 16<sup>th</sup> day of the month, then invoicing for Subscriptions shall commence as of the 1<sup>st</sup> day of the following month. In the case of Licenses, the Order Form shall state whether the fees for Licenses and associated billing, on the Service shall be upfront in the month of Activation or by periodic payment over the term of the contract.
- 6.4. Taxes.** Unless otherwise stated, LMC's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on LMC's income. If LMC has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless the Customer qualifies for exemption of some or all of the Taxes and Customer provides LMC with a valid tax exemption certificate authorized by each appropriate taxing authority.
- 6.5. Suspension of Service.** If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, LMC reserves the right to suspend the Service provided to Customer, without liability to Customer, until the overdue amounts are paid in full.

## 7. Proprietary Rights.

- 7.1. Reservation of Rights.** Customer acknowledges that in providing the Service, LMC utilizes (a) trademarks and service marks; (b) certain audio and visual information, documents, software and other works of authorship; and (c) other technology, software, hardware, products, know-how and other trade secrets, designs, inventions and other tangible or intangible technical material and other intellectual property licensed to LMC (collectively, "LMC Licensed IP") and that the LMC Licensed IP is covered by intellectual property rights licensed to Customer under this Agreement (collectively, "LMC IP Rights"). Other than as expressly stated in this Agreement, no license or other rights in or to the LMC Licensed IP or LMC IP Rights are granted to Customer, and all licenses and rights are expressly reserved.
- 7.2. License Grant.** To the extent Customer orders Services under this Agreement, LMC grants Customer and its Users a worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use the Service in accordance with the terms of this Agreement.
- 7.3. Restrictions.** Customer shall not (a) modify, copy or create derivative works based on the Service or LMC Licensed IP; (b) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets; (c) disassemble, reverse engineer, or decompile the Service or LMC Licensed IP, or access it in order to (i) build a competitive product or service; (ii) build a product or service using similar ideas, features, functions or graphics of the Service; or (iii) copy any ideas, features, functions or graphics of the Service; or (d) permit any use, removal or changes to any branding marks or logos on any components of the Service.

## 8. Customer Data.

- 8.1. General.** As between LMC and Customer, all data obtained by LMC from Customer through the provision of the Service, including all data results compiled by LMC in providing the Service ("Customer Data") is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. Customer grants LMC, the American Heart Association and Laerdal Medical, an unrestricted, royalty-free, irrevocable license to maintain and distribute aggregated compilations of Customer Data ("Aggregated Data") and to use such Aggregated Data for future studies and reports; provided, that the Aggregated Data will not reveal any personal information or the identity of Customer or any information in violation of FERPA (as defined below).
- 8.2. Learning Service Data.** LMC may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request. Customer agrees that LMC may distribute certain Customer Data to support service, licensing and accreditation organizations for the benefit of Users. LMC will release the minimum data required to adequately credit Users for educational activities completed.

## 9. Confidentiality.

- 9.1. Definition of Confidential Information.** As used in this Agreement, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected

in all Order Forms under this Agreement). Confidential Information expressly includes all proprietary information and details that are generally considered “trade secrets” in the medical education and quality improvement services, medical and health-related technology and resuscitation technology industries. Confidential Information (except for Customer Data) shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

- 9.2. Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- 9.3. Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 9, the Disclosing Party shall have the right, in addition to any other remedies, to seek injunctive relief, restraining order or other equitable relief to prevent breaches of this Section 9, it being specifically acknowledged by the parties that a violation of any of the terms of this Section 9 will cause the Disclosing Party irreparable injury for which adequate remedy at law is not available.
- 9.4. Montana Public Records.** The parties acknowledge that Customer is a public entity subject to public record laws under the Montana Code Annotated (MCA) and Billings Montana City Code (BMCC). This Agreement and any records, documents, or information exchanged in connection with this Agreement may be subject to disclosure pursuant to a public records request. Nothing in this Agreement shall be construed to prevent or prohibit Customer from complying with its obligations under applicable public records laws. Any disclosure made pursuant to a lawful public records request shall not be deemed a breach of this Agreement.

## 10. Warranties.

- 10.1. General.** Each party represents and warrants that it has the legal power to enter into this Agreement. LMC represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision of the Service; (ii) it owns or otherwise has sufficient rights to the Service and the LMC Licensed IP to grant the rights and licenses granted in this Agreement; and (iii) the Service, LMC Licensed IP and LMC Licensed Rights do not infringe any intellectual property rights of any third party.
- 10.2. Non-Exclusion.** LMC represents and warrants that LMC, its officers, directors, and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. §1320a-7b(f) (the “federal healthcare programs”), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in LMC being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and

warranty and LMC shall immediately notify Customer of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Customer the right to terminate this Agreement immediately for cause.

**10.3. FERPA.** LMC represents and warrants that it will not disclose any information in violation of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time, and that Education Records, as defined by FERPA, shall remain in the ownership of Customer.

**10.4. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, LMC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LMC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### **11. Mutual Indemnification.**

LMC shall defend, indemnify, save, and hold harmless Customer its trustees, officers, employees and agents from and against any and all judgments, damages, costs and expenses, including reasonable attorney's fees, paid or incurred by Customer to the extent arising out of any claim, action or proceeding for the negligent acts or omissions of LMC.

Customer shall defend, indemnify, save, and hold harmless LMC its officers, employees and agents from and against any and all judgments, damages, costs and expenses, including reasonable attorney's fees, paid or incurred by LMC to the extent arising out of any claim, action or proceeding for the negligent acts or omissions of Customer.

### **12. Limitation of Liability.**

**12.1. Limitation of Liability.** EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 6 (PAYMENT OF FEES), 7.3 (RESTRICTIONS), 9 (CONFIDENTIALITY), and 11 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$50,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICE.

**12.2. Exclusion of Consequential and Related Damages.** EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 9 (CONFIDENTIALITY) and 11 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

**12.3. Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

### **13. Term & Termination.**

**13.1. Term of Agreement.** The Initial Term of this Agreement begins on the Effective Date and continues for 24 months from the date of System Activation. The parties may agree to extend or renew the Term of this Agreement, providing that the extension or renewal is approved in writing by both parties on an Order Form

and states the conclusion date of the extended term, the price for the respective Subscriptions, Licenses, services and any changes to the terms of services.

**13.2. Term of User Subscriptions and Licenses.** The actual start date of terms for Licenses and Subscriptions are not determinable at the time of purchase. Upon System Activation, the commencement date of Licenses and Subscriptions purchased hereunder will be determined pursuant to 6.3 based on the *date from which* the Customer is to be invoiced for the first time under this Agreement and shall continue for the respective term specified on the Order Form.

**13.3. Termination for Cause.** A party may terminate this Agreement for cause: (a) upon thirty (30) days written notice of a material breach to the other party if the breach remains uncured at the expiration of the cure period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, LMC shall refund Customer any prepaid fees for the Service for the remainder of the User subscription term after the date of termination. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to LMC prior to the effective date of termination.

**13.4. Effect of Termination.**

(a) **No Release.** The expiration or termination of this Agreement, for any reason, shall not release either Party from any obligation or liability to the other party under this Agreement that has already accrued, including any payment obligation, or that accrues between notice of termination and the effective date of termination. For avoidance of doubt, upon the **expiration** of this Agreement, to the extent there may be unused licenses and/or subscriptions, Customer is not entitled to a refund. Following the termination of this Agreement, LMC will invoice the Customer for any outstanding fees and expenses due and owing under this Agreement, and the Customer shall pay all such amounts to LMC in accordance with the payment terms set forth in Section 6. Any **termination**, unless expressly provided for in this Agreement, shall be null and void unless mutually agreed to in writing and signed by the parties. Unless expressly stated in the Agreement, nothing shall be interpreted as granting Customer the right to terminate for convenience and LMC expressly reserves the right to deny any such request to terminate this Agreement prior to its expiration.

(b) **Return of Materials.** Upon termination of this Agreement, Customer shall:

- (i) in accordance with instructions given by either LMC or its Service Provider, use reasonable care to remove any LMC Equipment located at the Customer's premises, package all items, and insure and safely return such equipment to the address specified at the expense of the customer;
- (ii) provide reasonable cooperation and assistance to and appropriate access by LMC or its Service Provider for deactivating the Services; and, if applicable, removing equipment; and
- (iii) if termination was by LMC for cause or for convenience by Customer, pay all reasonable fees and expenses related to the deactivation, removal, packaging, shipping and delivery of, and any tangible items related to, the Services, including travel costs if work at Customer's location(s) is required.

**13.5. Surviving Provisions.** The following provisions shall survive any termination or expiration of this Agreement: Sections 5 through 9, 11, 12, and 16 and paragraph 13.4.

**14. General Terms for Order Form** - An Order Form and the use of the Service(s) ordered shall be governed in all cases by this Master Services Agreement between LMC and Customer. An Order Form shall state any services or changes to be covered by the Order Form, pricing for any services to be provided under the Order Form, and any special conditions.

Any additional terms and conditions specific to the Service(s) shall not be effective until the Order Form is signed by Customer's authorized representatives. If an Order Form is to be agreed between the parties at the time of signing this Agreement, it shall be included as Exhibit A and shall be considered authorized by the signing of this Agreement. The Order is intended by both parties to run for the full term for each Service in the Order Details, and Customer acknowledges by signing the Order Form that Customer is aware of the current expiration date of the Agreement and the provisions for renewal and termination.

## 15. General Provisions.

**15.1. Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**15.2. Notices.** All required notices under this Agreement shall be given to the party's address first written above, in writing by (i) personal delivery, (ii) a nationally recognized, next-day courier services, or (iii) first class registered or certified mail, postage prepaid. A notice given under this Agreement will be effective on the other party's receipt of the notice; or if mailed, the earlier of the other party's receipt of it or the fifth business day after mailing.

**15.3. Publicity.** Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

**15.4. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in the Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**15.5. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**16. Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations under this Agreement, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

## 17. Governing Law and Venue.

The parties agree that this Agreement shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the Agreement or the performance of its terms.

## 18.

**19. Entire Agreement.** This Agreement, including all exhibits and addenda and all Order Forms signed under this Agreement, constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or



representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum, or Order Form, the terms of the exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary within it, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**20. Counterparts.** This Agreement may be executed in counterparts, either in physical or digital form, which, taken together, shall form one legal instrument.

**AGREED**

**Laerdal Medical Corporation**

**City of Billings**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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



**Exhibit A**

**City Council Regular Business Meeting**

**Meeting Date:** 01/26/2026  
**TITLE:** Exchange City Golf Club (Par 3) 2026 Budget  
**PRESENTED BY:** Gavin Woltjer  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

PRPL Board and PRPL staff recommend approval of the Par 3 budget for 2026. Par 3 representatives presented the budget at the December 2025 PRPL Board meeting.

**EXECUTIVE SUMMARY**

The agreement with the Exchange City Golf Club requires approval of the annual budget for the facility. The 2026 budget was recommended for approval by PRPL Board and PRPL staff at the December 2025 PRPL Board meeting.

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

The agreement the City of Billings has with the Exchange City Golf Course requires the Board of Directors for Par 3 to have their budget approved by the City Council. The budget is always presented to the PRPL Board for their recommendation before City Council approval. PRPL Board approved the 2026 Par 3 budget at the December 2025 PRPL Board meeting. In the agreement, the Exchange City Golf Course is required to give a portion of its proceeds back to the City of Billings. The amount given back to the City is typically \$20,000. In previous years, the City has allowed Par 3 to retain all proceeds to help offset maintenance or safety-related concerns. This request has not been asked for 2026.

**FISCAL EFFECTS**

By approving the 2026 budget for Par 3, the City of Billings will receive a \$20,000 distribution. These monies typically go back into the General Fund and are allocated to PRPL.

**STAKEHOLDERS**

City of Billings  
PRPL Department  
Exchange City Golf Club (Par 3)  
Users of Par 3

**ALTERNATIVES**

City Council may approve this budget.  
City Council may not approve this budget.

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**Attachments**

Par 3 2026 Budget

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**Exchange City Golf  
Par 3 Golf Course  
2026 Proposed**

| Description                 | 2024<br>Proposed | 2024<br>Actual | 2024<br>Variance | 2025<br>Proposed | 2025<br>Projected | 2025<br>Variance | 2026<br>Proposed |
|-----------------------------|------------------|----------------|------------------|------------------|-------------------|------------------|------------------|
| <b>General Cost</b>         |                  |                | -                |                  |                   |                  |                  |
| Credit Card Fees            | 23,000           | 21,766         | (1,234)          | 22,000           | 25,707            | 3,707            | 28,000           |
| Office Expenses             | 1,600            | 2,678          | 1,078            | 1,800            | 1,239             | (561)            | 1,800            |
| Legal and Accounting        | 16,000           | 17,020         | 1,020            | 18,000           | 14,203            | (3,797)          | 18,000           |
| Miscellaneous               |                  | 1,181          | 1,181            |                  | 1,714             | 1,714            |                  |
| Bad Dept Expense            |                  | -              | -                |                  | -                 | -                |                  |
| Cash Over/Short             |                  | (3)            | (3)              |                  | -                 | -                |                  |
| Dues and Subscription       | 2,000            | 1,060          | (940)            | 2,000            | 2,225             | 225              | 3,000            |
| Utilities                   | 13,000           | 10,243         | (2,757)          | 8,000            | 10,795            | 2,795            | 17,500           |
| Telephone                   | 2,750            | 3,513          | 763              | 2,900            | 3,641             | 741              | 5,300            |
| Insurance                   | 13,000           | 12,721         | (279)            | 15,000           | 24,691            | 9,691            | 29,500           |
| Advertising                 | 6,000            | 6,260          | 260              | 6,000            | 4,526             | (1,474)          | 6,000            |
| Taxes and Licenses          |                  | -              | -                |                  | -                 | -                |                  |
| Travel                      | 1,000            | 608            | (392)            | 2,000            | 528               | (1,472)          | 2,500            |
| Yamaha Golf Cart Lease      |                  | 16,322         | 16,322           | 20,000           | 10,827            | (9,173)          | 25,752           |
| Rental cart gas             |                  |                |                  |                  | -                 | -                | 5,500            |
| Security                    |                  | -              | -                |                  | -                 | -                |                  |
| Customer Relations          | 1,000            | 1,090          | 90               | 1,200            | -                 | (1,200)          | 1,300            |
| Clubhouse Oper/Main         | 12,500           | 5,661          | (6,839)          | 5,000            | 5,715             | 715              | 13,500           |
| <b>Sub-Total</b>            | <b>91,850</b>    | <b>100,120</b> | <b>8,270</b>     | <b>103,900</b>   | <b>105,813</b>    | <b>1,913</b>     | <b>157,652</b>   |
| <b>Clubhouse Total</b>      | <b>245,950</b>   | <b>260,372</b> | <b>14,422</b>    | <b>283,700</b>   | <b>280,728</b>    | <b>(2,972)</b>   | <b>345,152</b>   |
| <b>Total Operating Cost</b> | <b>506,450</b>   | <b>543,737</b> | <b>37,287</b>    | <b>624,589</b>   | <b>616,692</b>    | <b>(7,897)</b>   | <b>663,852</b>   |
|                             |                  |                | -                |                  |                   |                  |                  |
| <b>Simple Revenue</b>       | <b>128,550</b>   | <b>234,848</b> | <b>106,298</b>   | <b>25,411</b>    | <b>217,546</b>    | <b>192,135</b>   | <b>92,148</b>    |
| <b>Capital Expenditures</b> | <b>179,969</b>   | <b>121,962</b> | <b>(58,007)</b>  | <b>60,004</b>    | <b>64,702</b>     | <b>4,698</b>     |                  |

**City Council Regular Business Meeting**

**Meeting Date:** 01/26/2026  
**TITLE:** Amend Park Development Council 2026 Budget  
**PRESENTED BY:** Gavin Woltjer  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

PRPL staff recommend City Council accept the proposed 2026 budget submitted by the Amend Park Development Council.

**EXECUTIVE SUMMARY**

The 2023 agreement between the City of Billings and Amend Park Development Council (APDC) requires APDC to submit a proposed budget to City Council for approval. Attached are the 2023 agreement, the proposed 2026 budget, fee structure, and statement of activities.

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

Per the signed 2023 agreement (attached) with Amend Park Development Council (APDC), a proposed yearly budget and fee schedule are to be given to City Council for review and approval.

**FISCAL EFFECTS**

The proposed budget includes reimbursement payments to PRPL for field maintenance services provided to the Amend Park Development Council. These services go beyond standard park maintenance and include mowing the turf multiple times per week to maintain a lower height, applying additional fertilizer and weed control, and performing aerification.

**STAKEHOLDERS**

City of Billings  
PRPL Department  
Amend Park Development Council  
Users of Amend Park

**ALTERNATIVES**

City Council may:  
Approve; or,  
Not Approve the proposed 2026 budget.

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**Attachments**

APDC 2026 budget  
Agreement CoB and APDC

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## **Report to the Billings City Council**

### **Amend Park Development Council 2026 Budget and Program Overview**

#### **Introduction**

The Amend Park Development Council (APDC) respectfully submits this report to the Billings City Council to provide an overview of its proposed 2026 budget, program priorities, and financial outlook.

Amend Park serves as a vital recreational resource for the youth of Billings, offering safe, well-maintained fields and facilities that support organized athletics, informal play, physical fitness, teamwork, and positive youth development. The park is heavily utilized throughout the year by youth leagues, schools, and community organizations.

This report demonstrates APDC's commitment to fiscal responsibility, transparency, and long-term stewardship of Amend Park to ensure it remains a sustainable community asset.

#### **Program and Operational Priorities for 2026**

- Youth-Focused Preservation and Maintenance – Maintaining safe, accessible, and playable fields and facilities.
- Support for Organized Youth Sports – Ensuring consistent field availability for youth athletic programs.
- Incremental Improvements for Safety and Accessibility – Addressing deferred maintenance and targeted upgrades.
- Financial Sustainability – Maintaining reserves for long-term park viability.
- Community and City Partnership – Collaborating with the City of Billings and youth organizations.

#### **Youth Usage and Community Impact**

Amend Park supports thousands of youth participants annually through organized sports, training, and competition. Documented usage reflects extensive demand on fields and facilities, underscoring the importance of proactive maintenance and capital investment.

#### **Adult and Regional Events**

In addition to youth programming, Amend Park hosts adult soccer, adult rugby, and regional tournaments including the Big Sky State Games. Revenue generated from these events supports youth field maintenance and operations.

## **Financial Overview – 2026 Budget Summary**

Projected 2026 Results:

- Total Revenue: \$375,447.83
- Total Expenses: \$275,639.44
- Projected Net Income: \$99,808.39

The budget reflects conservative revenue assumptions, disciplined expense management, and reinvestment in park infrastructure.

## **Capital Improvement Purpose and Impact**

Capital investments planned for 2026 include acquisition of turf maintenance equipment and continued funding of the Turf Sinking Fund. These initiatives protect field quality, improve player safety, and reduce long-term costs.

## **Conclusion**

The Amend Park Development Council appreciates the continued support of the Billings City Council. The 2026 budget reflects careful planning and a strong commitment to preserving Amend Park as a cornerstone facility for youth recreation in Billings.

## **Appendices**

Appendix A: 2026 Profit & Loss Budget

Appendix B: 2025 Statement of Net Assets

Appendix C: 2025 Statement of Activities

Appendix D: 2026 User Fee Schedule

Appendix E: 2025 Field Usage



|                      |                         |                                      |                         |
|----------------------|-------------------------|--------------------------------------|-------------------------|
|                      | <b>Operations</b>       |                                      |                         |
|                      |                         | <b>Utilities</b>                     |                         |
|                      |                         | <b>Gas &amp; Electric</b>            | 12,000.00               |
|                      |                         | <b>Pest Control</b>                  | 1,000.00                |
|                      |                         | <b>Water &amp; Irrigation</b>        | <u>500.00</u>           |
|                      |                         | <b>Total Utilities</b>               | 13,500.00               |
|                      |                         | <b>Taxes &amp; Licenses</b>          | 250.00                  |
|                      |                         | <b>Postage, Mailing Service</b>      | 350.00                  |
|                      |                         | <b>Supplies</b>                      | 10,000.00               |
|                      |                         | <b>Telephone, Telecommunications</b> | <u>6,500.00</u>         |
|                      | <b>Total Operations</b> |                                      | <u>30,600.00</u>        |
|                      | <b>Repairs</b>          |                                      |                         |
|                      |                         | <b>Building Repairs</b>              | 5,000.00                |
|                      |                         | <b>Equipment Repairs</b>             | 10,000.00               |
|                      |                         | <b>Field Maintenance</b>             | 6,500.00                |
|                      |                         | <b>Repairs - Other</b>               | <u>500.00</u>           |
|                      | <b>Total Repairs</b>    |                                      | <u>22,000.00</u>        |
| <b>Total Expense</b> |                         |                                      | <u>275,639.44</u>       |
| <b>Net Income</b>    |                         |                                      | <u><b>99,808.39</b></u> |

### Capital Improvement Purpose and Impact

- **Slit Seeder:** Investment in specialized equipment to improve turf health, durability, and recovery on heavily used youth fields, reducing long-term maintenance costs and improving field safety.
- **Turf Sinking Fund:** Dedicated reserve to address future turf replacement, renovation, and major field rehabilitation needs driven by high volumes of youth training, matches, and tournament play.

These capital allocations ensure that Amend Park can continue to safely accommodate **thousands of youth participants annually** while protecting the City's recreational infrastructure and minimizing the risk of deferred maintenance.

## Appendix B: 2025 Statement of Net Assets

Amend Park Development Council

Statement of Net Assets

31-Dec-25

|                                              | <u>Dec 31, 25</u> |
|----------------------------------------------|-------------------|
| <b>ASSETS</b>                                |                   |
| <b>Current Assets</b>                        |                   |
| <b>Checking/Savings</b>                      |                   |
| <b>Ckg - AMEND PARK DEVELOPMENT CO</b>       |                   |
| Without Restrictions                         | 14,244.28         |
| With Restrictions                            | <u>4,000.00</u>   |
| <b>Total Ckg - AMEND PARK DEVELOPMENT CO</b> | 18,244.28         |
| <b>DA Davidson RESTRICTED ACCOUNT</b>        | <u>146,262.85</u> |
| <b>Total Checking/Savings</b>                | 164,507.13        |
| <b>Accounts Receivable</b>                   |                   |
| Accounts Receivable                          | <u>2,789.55</u>   |
| <b>Total Accounts Receivable</b>             | <u>2,789.55</u>   |
| <b>Total Current Assets</b>                  | 167,296.68        |
| <b>Fixed Assets</b>                          |                   |
| <b>Tycrop Qp300</b>                          |                   |
| Accumulated Depreciation                     | -1,580.00         |
| Cost                                         | <u>7,900.00</u>   |
| <b>Total Tycrop Qp300</b>                    | 6,320.00          |
| <b>Spreader</b>                              | 3,533.00          |
| <b>Concessions Equipment</b>                 |                   |
| <b>2019 Refrigerator</b>                     |                   |
| Cost                                         | 3,500.00          |
| Accumulated Depreciation                     | <u>-3,500.00</u>  |
| <b>Total 2019 Refrigerator</b>               | 0.00              |
| <b>Traulsen Freezer</b>                      |                   |
| Cost                                         | 5,399.00          |
| Accumulated Depreciation                     | <u>-3,085.16</u>  |
| <b>Total Traulsen Freezer</b>                | <u>2,313.84</u>   |
| <b>Total Concessions Equipment</b>           | 2,313.84          |
| <b>Soccer Goals - Amend Park</b>             |                   |
| <b>20180213 Full Size Goals</b>              |                   |
| Cost                                         | 10,890.00         |
| Accumulated Deprecation                      | <u>-10,890.00</u> |
| <b>Total 20180213 Full Size Goals</b>        | 0.00              |

|                                            |                   |
|--------------------------------------------|-------------------|
| <b>20180618 9v9 Goal</b>                   |                   |
| Cost                                       | 1,350.00          |
| Accumulated Depreciation                   | <u>-1,350.00</u>  |
| <b>Total 20180618 9v9 Goal</b>             | 0.00              |
| <b>2018 0618 Full Size Goals (6)</b>       |                   |
| Cost                                       | 13,710.00         |
| Accumulated Depreciation                   | <u>-13,710.00</u> |
| <b>Total 2018 0618 Full Size Goals (6)</b> | 0.00              |
| <b>2019 9v9 Goals (5)</b>                  |                   |
| Cost                                       | 6,875.00          |
| Accumulated Depreciation                   | <u>-7,181.00</u>  |
| <b>Total 2019 9v9 Goals (5)</b>            | -306.00           |
| <b>7v7 Goals (8 sets)</b>                  |                   |
| Cost                                       | 35,010.00         |
| Accumulated Depreciation                   | <u>-8,335.68</u>  |
| <b>Total 7v7 Goals (8 sets)</b>            | <u>26,674.32</u>  |
| <b>Total Soccer Goals - Amend Park</b>     | 26,368.32         |
| <b>Turf Field Equipment</b>                |                   |
| <b>21 Foot Portable Shelter #1</b>         |                   |
| Cost                                       | 29,850.00         |
| Accumulated Depreciation                   | <u>-15,777.87</u> |
| <b>Total 21 Foot Portable Shelter #1</b>   | 14,072.13         |
| <b>15 Foot Club Shelter</b>                |                   |
| Cost                                       | 4,475.00          |
| Accumulated Depreciation                   | <u>-2,365.37</u>  |
| <b>Total 15 Foot Club Shelter</b>          | 2,109.63          |
| <b>Sound System</b>                        |                   |
| Cost                                       | 22,012.82         |
| Accumulated Depreciation                   | <u>-9,434.07</u>  |
| <b>Total Sound System</b>                  | <u>12,578.75</u>  |
| <b>Total Turf Field Equipment</b>          | 28,760.51         |
| <b>Vehicles</b>                            |                   |
| <b>Painter - Kromer</b>                    |                   |
| Cost                                       | 24,752.35         |
| Accumulated Depreciation                   | -24,752.35        |
| <b>SWOZI GPS Painter Arm Kit</b>           |                   |
| Cost                                       | 25,367.75         |
| Accumulated Depreciation                   | <u>-5,073.55</u>  |
| <b>Total SWOZI GPS Painter Arm Kit</b>     | <u>20,294.20</u>  |
| <b>Total Painter - Kromer</b>              | 20,294.20         |
| <b>2019 Utility Trailer</b>                |                   |

|                                           |                   |
|-------------------------------------------|-------------------|
| Cost                                      | 2,096.00          |
| Accumulated Depreciation                  | <u>-2,096.00</u>  |
| <b>Total 2019 Utility Trailer</b>         | 0.00              |
| <b>2018 John Deer Gator</b>               |                   |
| Cost                                      | 26,000.00         |
| Accumulated Depreciation                  | <u>-15,600.00</u> |
| <b>Total 2018 John Deer Gator</b>         | 10,400.00         |
| <b>Toro 3500D Groundmaster</b>            |                   |
| Cost                                      | 2,500.00          |
| Accumulated Depreciation                  | <u>-1,878.00</u>  |
| <b>Total Toro 3500D Groundmaster</b>      | 622.00            |
| <b>2021 MASSEY FERGUSON GC1723E</b>       |                   |
| Cost                                      | 12,000.00         |
| Accumulated Depreciation                  | <u>-3,314.27</u>  |
| <b>Total 2021 MASSEY FERGUSON GC1723E</b> | 8,685.73          |
| <b>2006 Reelmaster 5410</b>               |                   |
| Cost                                      | 5,000.00          |
| Accumulated Depreciation                  | <u>-1,047.62</u>  |
| <b>Total 2006 Reelmaster 5410</b>         | 3,952.38          |
| <b>2024 Tilt Trailer</b>                  |                   |
| Cost                                      | 8,650.00          |
| Accumulated Depreciation                  | <u>-2,595.00</u>  |
| <b>Total 2024 Tilt Trailer</b>            | <u>6,055.00</u>   |
| <b>Total Vehicles</b>                     | 50,009.31         |
| <b>Equipment</b>                          |                   |
| <b>Generator</b>                          |                   |
| Cost                                      | 499.99            |
| Accumulated Depreciation                  | <u>-499.99</u>    |
| <b>Total Generator</b>                    | 0.00              |
| <b>AED</b>                                |                   |
| Cost                                      | 1,699.00          |
| Accumulated Depreciation                  | <u>-1,699.00</u>  |
| <b>Total AED</b>                          | 0.00              |
| <b>Lacrosse Goals</b>                     |                   |
| Cost                                      | 1,089.30          |
| Accumulated Depreciation                  | <u>-1,089.30</u>  |
| <b>Total Lacrosse Goals</b>               | 0.00              |
| <b>2018 Sheds</b>                         |                   |
| Cost                                      | 7,240.12          |
| Accumulated Depreciation                  | <u>-5,170.44</u>  |
| <b>Total 2018 Sheds</b>                   | 2,069.68          |

|                                       |                                    |                          |
|---------------------------------------|------------------------------------|--------------------------|
|                                       | LED Projector                      |                          |
|                                       | Accumulated Depreciation           | -2,250.00                |
|                                       | LED Projector - Other              | <u>2,250.00</u>          |
|                                       | Total LED Projector                | 0.00                     |
|                                       | Equipment - Other                  | <u>9,656.99</u>          |
|                                       | Total Equipment                    | 11,726.67                |
|                                       | Furniture and Equipment            |                          |
|                                       | Security System                    |                          |
|                                       | Accumulated Depreciation           | -2,950.49                |
|                                       | Security System - Other            | <u>2,950.49</u>          |
|                                       | Total Security System              | <u>0.00</u>              |
|                                       | Total Furniture and Equipment      | <u>0.00</u>              |
|                                       | Total Fixed Assets                 | <u>129,031.65</u>        |
| <b>TOTAL ASSETS</b>                   |                                    | <b><u>296,328.33</u></b> |
| <b>LIABILITIES &amp; EQUITY</b>       |                                    |                          |
|                                       | Liabilities                        |                          |
|                                       | Current Liabilities                |                          |
|                                       | Accounts Payable                   |                          |
|                                       | Accounts Payable                   | <u>-1,147.10</u>         |
|                                       | Total Accounts Payable             | -1,147.10                |
|                                       | Other Current Liabilities          |                          |
|                                       | Direct Deposit Liabilities         | 779.21                   |
|                                       | *Payroll Liabilities               | <u>1,334.17</u>          |
|                                       | Total Other Current Liabilities    | <u>2,113.38</u>          |
|                                       | Total Current Liabilities          | <u>966.28</u>            |
|                                       | Total Liabilities                  | 966.28                   |
|                                       | Equity                             |                          |
|                                       | <b>NET ASSETS</b>                  |                          |
|                                       | With Restrictions                  |                          |
|                                       | Net Assets - Temp Restricted       |                          |
|                                       | DA Davidson Turf Field Fund        | <u>140,809.06</u>        |
|                                       | Total Net Assets - Temp Restricted | <u>140,809.06</u>        |
|                                       | Total With Restrictions            | 140,809.06               |
|                                       | Without Restrictions               |                          |
|                                       | Net Assets - Unrestricted          | <u>201,218.55</u>        |
|                                       | Total Without Restrictions         | <u>201,218.55</u>        |
|                                       | Total NET ASSETS                   | 342,027.61               |
|                                       | Retained Earnings                  | -4,721.31                |
|                                       | Net Income                         | <u>-41,944.25</u>        |
|                                       | Total Equity                       | <u>295,362.05</u>        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> |                                    | <b><u>296,328.33</u></b> |

## Appendix C: 2025 Statement of Activities

|                 |                                | Amend Park Development Council   |                   |
|-----------------|--------------------------------|----------------------------------|-------------------|
|                 |                                | Statement of Activities          |                   |
|                 |                                | 46022                            | <u>Jan - Dec</u>  |
|                 |                                |                                  | <u>25</u>         |
|                 | Income                         |                                  |                   |
|                 |                                | Advertising Income               | 1,500.00          |
|                 |                                | Concession Revenues              | 66,336.04         |
|                 |                                | Contributions -<br>Unrestricted  | 4,143.20          |
|                 |                                | Direct Public Support            | -450.00           |
|                 |                                | Interest Income                  | 4,182.26          |
|                 |                                | Other Types of Income            |                   |
|                 |                                | Miscellaneous Revenue            | <u>0.00</u>       |
|                 |                                | Total Other Types of Income      | 0.00              |
|                 |                                | Park User Fees                   | <u>182,075.00</u> |
|                 | Total<br>Income                |                                  | <u>257,786.50</u> |
| Gross<br>Profit |                                |                                  | 257,786.50        |
|                 | Expense                        |                                  |                   |
|                 |                                | Grants                           | 545.64            |
|                 |                                | Lights                           | 709.92            |
|                 |                                | Storage                          | 406.00            |
|                 |                                | Shipping                         | 875.73            |
|                 |                                | Referee Expense                  | 1,500.00          |
|                 |                                | Alarm System                     | 2,707.05          |
|                 |                                | Professional<br>Development      | 950.00            |
|                 |                                | Legal Fees                       | 20.00             |
|                 |                                | Accounting Fees                  | 239.97            |
|                 |                                | cleaning Supplies                | 3,061.32          |
|                 |                                | *Reconciliation Discrepancies    | -2.68             |
|                 |                                | *Payroll Expenses                | 96,446.88         |
|                 |                                | Advertising                      | 376.43            |
|                 |                                | Bank Service Charges             | 88.92             |
|                 |                                | Concessions - Food               | 31,531.42         |
|                 |                                | Depreciation Expense             | 33,032.99         |
|                 |                                | Dues and Subscriptions           | 750.00            |
|                 |                                | Facilities and Equipment         |                   |
|                 |                                | Equip Rental and Maintenance     | 3,442.59          |
|                 |                                | Facilities and Equipment - Other | <u>5,500.00</u>   |
|                 | Total Facilities and Equipment |                                  | 8,942.59          |

|                                    |  |                          |
|------------------------------------|--|--------------------------|
| <b>Field Expenses</b>              |  |                          |
| Aerate                             |  | 1,741.68                 |
| Fuel & Gas Expense                 |  | 3,816.31                 |
| Paint                              |  | 27,168.60                |
| Portable Toilets                   |  | 3,475.58                 |
| <b>Turf Management</b>             |  |                          |
| Top Dressing                       |  | 5,006.14                 |
| Snow Plowing                       |  | 300.00                   |
| 2nd Mowing                         |  | 0.00                     |
| Weed Spray                         |  | 1,064.36                 |
| Fertilizer                         |  | 628.94                   |
| Compost                            |  | 300.00                   |
| Mowing, Weed Spraying<br>Littler P |  | 0.00                     |
| Turf Management - Other            |  | <u>576.14</u>            |
| Total Turf Management              |  | 7,875.58                 |
| Field Expenses - Other             |  | <u>1,568.99</u>          |
| Total Field Expenses               |  | 45,646.74                |
| Insurance - Liability              |  | 4,020.94                 |
| Insurance - Workers<br>Comp        |  | 900.32                   |
| Interest Expense                   |  | 30.54                    |
| Miscellaneous                      |  | 1,275.99                 |
| <b>Operations</b>                  |  |                          |
| <b>Utilities</b>                   |  |                          |
| Gas & Electric                     |  | 7,215.17                 |
| Pest Control                       |  | <u>919.80</u>            |
| Total<br>Utilities                 |  | 8,134.97                 |
| Taxes & Licenses                   |  | 367.10                   |
| Postage, Mailing Service           |  | 254.77                   |
| Telephone, Telecommunications      |  | <u>4,431.06</u>          |
| Total Operations                   |  | 13,187.90                |
| Payroll - Wages                    |  | 352.80                   |
| Payroll Expenses                   |  | 77.61                    |
| <b>Repairs</b>                     |  |                          |
| Building Repairs                   |  | 19,835.82                |
| Equipment Repairs                  |  | 17,849.01                |
| Field Maintenance                  |  | 11,446.02                |
| Repairs - Other                    |  | <u>2,924.88</u>          |
| Total<br>Repairs                   |  | <u>52,055.73</u>         |
| Total Expense                      |  | <u>299,730.75</u>        |
| Net Income                         |  | <u><u>-41,944.25</u></u> |

## Appendix D: 2026 User Fees

### Amend Park Development Council 2026 Fee Structure

#### Match Fields

|             |     |
|-------------|-----|
| 11v11 Field | 100 |
| 9v9 Field   | 80  |
| 7v7 Field   | 65  |
| 5v5 Field   | 50  |
| 4v4 Field   | 50  |
| 3v3 Field   | 20  |

\*Note - a session = 1.5 hours

#### Training Fields

|             |    |
|-------------|----|
| 11v11 Field | 50 |
| 9v9 Field   | 40 |
| 7v7 Field   | 35 |
| 5v5 Field   | 25 |
| 4v4 Field   | 25 |
| 3v3 Field   | 20 |

\*Note - a session = 1.5 hours / Field is  
1/2 Size

|              |                 |
|--------------|-----------------|
| Seminar Room | \$100 per event |
| Pavilion     | \$100 per event |

## Appendix E: 2025 Field Usage

### Amend Park Development Council 2026 User Groups

| Youth Participation in Programs | Spring      | Fall        | Total       |
|---------------------------------|-------------|-------------|-------------|
| Real Billings                   |             |             |             |
| Competitive Athletes            | 598         | 472         | 1070        |
| Academy                         | 53          | 53          | 106         |
| Billings United                 | 190         |             |             |
| Youth League                    | 72          |             |             |
| Tots                            | 80          |             |             |
| Yellowstone Soccer Association  | 1937        | 1730        | 3667        |
| <b>Totals</b>                   | <b>2930</b> | <b>2255</b> | <b>4843</b> |

| Field Usage                       | Teams      | Training Sessions Per Week | Hours Per Week | Weeks of Training | Total Hours |
|-----------------------------------|------------|----------------------------|----------------|-------------------|-------------|
| Real Billings - Spring 2025       | 50         | 3                          | 225            | 14                | 3150        |
| Real Billings - FaLL 2025         | 20         | 3                          | 90             | 9                 | 810         |
| Real Billings Spring Academy      | 20         | 2                          | 60             | 7                 | 420         |
| Real Billings Spring Academy      | 20         | 2                          | 60             | 7                 | 420         |
| Billings United Spring 2025       | 13         | 3                          | 58.5           | 14                | 819         |
| Billings United Youth Spring 2025 |            |                            |                |                   | 18          |
| Billings United Tots              |            |                            |                |                   | 4           |
| <b>Totals</b>                     | <b>123</b> | <b>13</b>                  | <b>435</b>     | <b>51</b>         | <b>5619</b> |

Note - Does not account for summer camps, tryouts and winter training

| Saturday Matches Youth Soccer | Fields Used | Hours | Total Hours |
|-------------------------------|-------------|-------|-------------|
| Spring                        | 34          | 8     | 42          |
| Fall                          | 20          | 8     | 28          |

| <b>High Schools</b>              | <b>Teams</b> | <b>Training Sessions Per Week</b> | <b>Hours Per Week</b> | <b>Weeks of Training</b> | <b>Total Training Hours</b> | <b>Matches per Team</b> | <b>Total Matches</b> |
|----------------------------------|--------------|-----------------------------------|-----------------------|--------------------------|-----------------------------|-------------------------|----------------------|
| School District 2                | 10           | 4                                 | 80                    | 16                       | 1280                        | 6                       | 72                   |
| Billings Catholic Schools        | 4            | 4                                 | 32                    | 16                       | 512                         | 6                       | 24                   |
| Yellowstone Valley Home School   | 1            | 4                                 | 8                     | 10                       | 80                          | 6                       | 6                    |
| <b>Total High School Matches</b> | <b>15</b>    | <b>12</b>                         | <b>120</b>            | <b>42</b>                | <b>1872</b>                 | <b>18</b>               | <b>102</b>           |



# CONTRACT ROUTING FORM

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

Amend Park Development Council

**PARTY TO THE CONTRACT:** \_\_\_\_\_

**PURPOSE OF CONTRACT:** This MOU spells out the management responsibilities for Amend Park between the City and Amend Park Development Council.

**PROCUREMENT COMPETED BY:**

Written quotes

Competitive bid

Request for proposals

State contract

\_\_\_\_\_ Contract #

Sole source justification

x Other (please describe):

MOU

**Requestor:**

Mike Pigg

**Name:** \_\_\_\_\_

PRPL

**Dept:** \_\_\_\_\_

406-657-8373

**Phone #:** \_\_\_\_\_

Competition documentation attached

(i.e. signed quote form, legal ad, sole source form, State contract, etc.)

Insurance certificate(s) attached

x Council memo attached

\_\_\_\_\_ Date of award

Signed by vendor

**USE AGREEMENT FOR AMEND PARK**

3/4/2023

**THIS USE AGREEMENT**, made and entered this \_\_\_\_\_, by and between the following:

**THE CITY OF BILLINGS**, a Montana Municipal Corporation, Billings, Montana, hereinafter designated as City, and

**AMEND PARK DEVELOPMENT COUNCIL**, a nonprofit corporation, hereinafter designated as APDC;

**WITNESSETH;**

**WHEREAS**, City owns the premises known as Amend Park (50+ acres) that has been developed as multi-use sports, and special events complex; and

**WHEREAS**, APDC was established in approximately 1992 with its mission to promote and maintain Amend Park, raise funds to develop Amend Park to complement the neighborhood and fill a community need for a multi-use, sports and special events complex, through the open space concept of park development with a focus on soccer;

**WHEREAS**, City has spent over \$1,560,000, mowing, irrigation and trash removal at Amend Park since 1992;

**WHEREAS**, in 2016, City spent \$30,000 replacing three roofs and remediation of black mold in the park restroom at Amend Park;

**WHEREAS**, the conception, construction, and maintenance of Amend Park has been funded by public funds provided by the City of Billings, user fees, and private donations, majority of which have come from the soccer community of players, parents, supporters;

**WHEREAS**, APDC cooperates with and is supported by the Billings Parks and Recreation Department of the City of Billings, School District 2, Yellowstone Soccer Association, Magic City Soccer Association, and the Edge Soccer Academy. Which collectively sponsor youth and adult recreational and competitive soccer programs for more than 5,000 players annually; and

**WHEREAS**, Amend Park is a “multi-use” park that serves as the “home” for Youth, High School, Adult Soccer, and High School Lacrosse.

**NOW THEREFORE**, the Parties agree as follows:

1. **SCOPE:** This Agreement shall relate to the scheduling, maintenance and development of Amend Park. Amend Park shall, at all times remain a public park available for public use

consistent with this agreement and City policies and regulations. All development and operation of Amend Park will comply with all applicable provisions of the Land and Water Conservation Funds, as set forth in **Exhibit "A"**, attached hereto and incorporated by this reference and City regulations, including any future amendments thereto.

**2. AGREEMENT MONITORING AND BUDGET FOR AMEND PARK OPERATIONS:**

The management and operation of Amend Park will be subject to an annual review by City Staff. Such review will include financial statements, event and user fees and charges, maintenance performance, park usage and activities, capital improvements, facilities maintenance, and future programs. Such review will be completed by the first monthly meeting of the Billings Parks, Recreation and Cemetery Board's January meeting.

3. **APDC** shall submit an annual budget to the City Council for approval, setting forth the anticipated expenditures, event and user fees and charges for the operation of Amend Park. The City Council shall review and consider approving the proposed budget on or before the last regularly scheduled meeting in January of each year.

4. **TERM:** The term of this Agreement shall be for one calendar year commencing upon the date of its execution (Anniversary Date) by the parties. This Agreement shall renew automatically for like term, for each year up to five years, upon the Anniversary Date unless terminated by one of the parties as specified herein.

5. **PREMISES:** Amend Park covered by the Agreement shall include the Amend Park Soccer Complex, as in **Exhibit "B"**, attached hereto and incorporated herein by this reference. Amend Park is located north of King Avenue East between South Billings Boulevard and The Streeter Brother Subdivision, approximately, in Billings, Montana.

6. **TERMINATION:** Either party may terminate this agreement by providing the other notice of their intent to terminate by providing at least ninety (90) days advance written notice. Said notice shall be delivered to the other party in accordance with the notice provision hereof. Upon termination, APDC shall have a duty to leave the premises in a condition similar to that of the Premises upon execution of this agreement.

7. **APDC'S RIGHTS & DUTIES:** In addition to the other provisions of this agreement, APDC shall have the following rights and duties:

7.1. **Schedule:** During the term of the agreement, APDC shall have exclusive right to schedule the fields and pavilion located on Amend Park utilizing the use process described herein.

7.2. **Maintenance Responsibilities:** APDC will, at minimum, ensure the following:

7.2.1. **Maintain** Amend Park restrooms, pavilion building, Amend Park signage; provide playing field layout and marking.

7.2.2. **Provide** for the playing field turf maintenance and horticultural practices including practices including fertilization and aerification of the playing fields on the Amend Park premises, and the application of turf grass weed control and turf maintenance treatments, thereon as necessary turf; and make repairs incidental to wear and tear on the playing fields. The Sports Field Managers Association (SFMA) Annual Athletic Field Maintenance Calendar for Cool-Season turf Grasses shall be used as a guide in determining proper field maintenance and horticultural practices.

7.2.3. **Provide** for the mowing of the soccer fields, not otherwise provided herein, as needed to maintain an acceptable playing height during scheduled soccer use. The SFMA's Annual Athletic Field Maintenance Calendar for Cool-Season Turf Grasses shall be used as a guide in determining proper mowing height.

7.2.4. **Provide** regular cleanup of the premises following scheduled uses, to include picking up litter on playing fields and surrounding areas contiguous to the playing field and depositing all litter into appropriate garbage receptacles provided by City. If litter is not picked up prior to the weekly mowing, or in a timely manner after schedule activities, City has the authority to pick up the litter and charge APDC.

7.2.5. **Provide** for the day-to-day maintenance of the synthetic turf field in accordance with the manufacturer's guidelines and keep records of all maintenance activities. All records will be provided to City in conjunction with next season's budget as provided in section '2'.

7.2.6. **APDC** may contract with the City to perform any of its non-turf maintenance responsibilities described above.

7.2.7. **APDC** shall contract with the City to perform all turf related responsibilities described above. APDC shall also contract with the City for all snow removal from any fields. APDC will reimburse City for snow plowing of fields at a rate of \$48.38 per hour, not to exceed \$150.00 per field.

7.2.8. **City** and Amend Park will create a Spring/Summer and Fall/Winter turf maintenance memorandum of understanding detailing mowing, fertilization, irrigation, aeration, seeding, sodding, and pest control.

7.2.9. **APDC** may employ a facilities manager/director/ or administrator whose responsibility among others, will be to facilitate and coordinate APDC's duties under this agreement.

7.2.10. **Utilities:** APDC shall be responsible for all utility costs associated with the Amend Park Premises with the exception of water and electrical service related to the irrigation of Amend Park.

7.2.11 **Restroom Facilities:** When permanent restrooms facilities are unavailable APDC shall provide for placement of adequate portable toilet units in Amend Park, except when no organized activities or events are scheduled. APDC shall clean the pavilion restrooms as often as needed to provide clean and sanitary restrooms for public use during usual Amend Park operation hour. If the restrooms are not kept clean and sanitary, City has the authority to clean the restrooms and charge APDC.

7.3 **Fees and Charges:** APDC may establish and charge fees and expenses, including but not limited to:

7.3.1. **Event fee** for all approved and schedules uses, including sport camps and schools, and other sporting, cultural, recreational events, and special events.

7.3.2. **Fee** for each individual, and/ or organization, for each approved Use Permit Applied for based on the current schedule of uses approved by APDC. Any such fee shall be equitably applied, charged and collected from all users, groups, organizations, or entities, public or private.

7.3.3. **City** scheduled events shall not be subject to any fee established by APDC, except for the costs directly attributable to that event, including the cost of stocking restrooms and providing portable toilets, field layout, paint, striping and damage associated with any event.

7.4. **Improvements:** APDC shall have the right to improve the Amend Park Premises in accordance with the Amend Master Plan, as currently adopted, or amended.

7.4.1. **Improvements** not contained in the Amend Park Master Plan must either be added to the Amend Park Master Plan through the Parks and Recreation Department's Park master Plan policy.

7.4.2. **In all cases,** APDC and City mutually agree to notify each other of any proposed new development sufficiently in advance to allow a reasonable time for each to review and approve preliminary plans or proposals.

7.4.3. **Any Project** greater the \$25,000, will be awarded and managed by City. For all other projects APDC must secure all applicable permits and authorization under municipal, state, and federal law for any improvement under its control.

7.4.4. **All improvements** made to the Amend Park Premises in accordance herewith will become property of City upon completion.

7.5 **Concessions:** APDC shall have the right and responsibility for operation of any, and all, concessions associated with the Amend Park Premises during APDC scheduled uses and events. City will receive all revenue from City sponsored events for which they provide their own concessions. Concessions shall include all food and beverage items, as well as any other

products or goods to be sold or served on the Amend Park Premises. APDC shall have the right to:

7.5.1. **Assign** its right to operate any and all concessions to other groups, organizations, or entities.

7.5.2. **Contract** in whole or in part any concessions services associated with the Amend Park premises, or to operate through its own employees or member or users.

**Provided, however that:**

7.5.3. **All concessions** shall meet all applicable City, Health, Fire and Building Codes, including Signage; shall comply with all existing, and/or future policies adopted by City relating to the operations of concessions and placement of vendors and be off irrigated fields.

7.6. **Naming:** During the term of agreement APDC shall submit naming and memorial contribution opportunity request, and recommendations to City to name and designate field spaces, buildings, other structures and amenities on the Amend Park Premises for review under the City of Billings Parks, Recreation & Public Lands (PRPL) park naming policy.

7.7. **Advertising sales:** Amend Park has the exclusive right to sell advertising rights, space and opportunities, within the facility and retain all revenue from such sales including, but not limited to, signage, banners, scoreboard advertising, displays, announcements, program advertisements and product placements. APDC will coordinate with PRPL for placements of advertising on irrigated fields.

**8. CITY'S RIGHTS AND DUTIES:** in addition to other provisions of this agreement and those provided by law, City shall have the following right and duties:

8.1. **Provide** for the timely and regular irrigation of the Amend Park and its playing fields including trees, shrubs and other plantings.

8.2. **Mow** all grass and weed areas in Amend Park during the growing season, including all playing surfaces that is consistent with standard park practices.

8.3. **Control** weed growth on fences, along curb lines, and walkways.

8.4. **Maintain** all City sewer lines, water lines, and underground or overhead electrical lines, electrical services, curbs, gutters, and walkways.

8.5. **Empty** all dumpsters serving the Amend Park complex as needed.

8.6. **Turn** on all water lines and plumbing at earliest appropriate time, in the spring drain and disconnect the same in the fall.

9. **UTILITIES:** City shall be responsible for water service and electrical service related to irrigation of Amend Park.

10. **RESTROOM FACILITIES:** City shall be responsible for restoring operation of permanent restroom facilities in the spring and winterizing in the fall. The City shall be responsible for daily openings and closing of permanent restrooms seasonally with other City PRPL Operations.

11. **COST REIMBURSEMENT:** Any expenses incurred by APDC attributable to an event scheduled by City shall be reimbursed to APDC.

12. **RIGHT OF ENTRY AND INSPECTION:** Nothing herein shall interfere with City's right to enter and inspect the premises for any purpose consistent with his agreement or with the City's operation and maintenance of public park facilities. PRPL and APDC will jointly conduct a semi-annual (Spring and Fall) inspection of Amend Park.

13. **USE REQUEST:** All request for use by City and any person or organization shall be submitted to APDC in writing for approval at least (14) days prior to the proposed event unless a shorter period is approved by APDC. Approval or disapproval of all proposed uses shall be the responsibility of APDC and communicated to the event coordinator, within (7) days of receiving the event request, unless a shorter period is approved by the coordinator and APDC. APDC will post all approved events to its website within 24 hours of approval and will also notify PRPL via a method agreed to by both parties. APDC shall not unreasonably withhold approval.

14. **PROCEEDS:** The parties agree that the proceeds (defined as gross proceeds from all user fees, concession revenue, and any other payments, donation, grants, or contributions related to Amend Park or activities conducted at Amend Park) from the operation of Amend Park, shall be applied according to the following priorities.

14.1. **To APDC's** administrative cost and expenses.

14.2. **To Full-fill** APDC's maintenance responsibilities, under 7.2.

14.3. **To fund** a synthetic field Replacement Fund.

14.5. **To the City's** cost to fulfill its maintenance responsibilities under 8.1.

14.6. **Finally,** any remainder shall be provided to City for future operation and maintenance costs of Amend Park. Funds provided to City under this paragraph, will be separately accounted for and tracked to ensure that they are expended in accordance wherein.

15. **NOTICE:** APDC shall at all times maintain a mailing address, phone number, and designated agent accessible to the public and City for resolution of issues relating to this agreement and to receive notices associated therewith. APDC shall notify City with any changes in contact information prior to the effective date of the change.

16. **ASSIGNMENT:** This agreement is not assignable by the APDC in whole or in part without the prior written approval of the City Council.

17. **NON-DISCRIMINATION:** the undersigned, either as an individual or on behalf of a group or organization, hereby agrees that this facility shall not be used in any manner that would discriminate against any person or persons in the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.

18. **BREACH:** Should this Agreement be violated, a notice thereof in writing shall be issued; and if said breach is not corrected within (30) days of said notice, or such other reasonable period of time as the parties may agree; then this Agreement may be terminated at the option of the party wronged through a written notice of such provided at the end of the cure period. In the event of a dispute regarding any asserted breach, the parties agree to meet in a timely fashion to attempt resolution of the asserted breach. If the parties are not able to resolve said breach, or reach agreement, regarding such, the parties agree to mediate this dispute prior to initiation any proceeding to terminate the Agreement based upon the alleged breach. Each party will be responsible for the payment of one-half of the mediator's costs. If mediation fails to resolve the dispute than either party may pursue termination and all other available remedies including, but not limited to litigation in court.

19. **ATTORNEYS FEES AND COSTS:** In the event, it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of the agreement, then the prevailing party shall be entitled to reasonable attorney fee and costs, including costs of in-house counsel.

**20. INDEMNIFICATION/INSURANCE:**

20.1. **APDC** shall require that all organizations, or vendors, providing concessions to Amend Park Premises shall indemnify, defend and hold APDC and City harmless from and against all claims, damages, losses and expenses arising out of or resulting from such organizations or vendors providing concession negligent acts or omissions or those of any sub-contract, agent, or anyone directly or indirectly volunteering for or employed by them.

20.2. **APDC** shall provide proof of liability insurance for all if its own programs and events in the minimum of \$1,500,000 each occurrence naming City as additional, non-contributory insured. APDC shall also require that each additional organization or vendor providing concessions using Amend Park Premises carry minimum liability insurance in the amount of one million five hundred thousand and no/100 dollars (\$1,500,000) each occurrence (MCA Section 2-9-108 (1). Each organization shall provide APDC a Certificate of Insurance naming APDC and the City of Billings as additional insured parties. APDC shall provide a copy of said certificate to City for each event.

21. **AMENDMENTS AND MODIFICATION:** The parties shall also have the right to mutually renegotiate the terms and conditions herein on an annual basis upon either party's

request. The parties hereby agree that any amendments, or modifications, to this agreement, or any provisions herein shall be made in writing and executed in the same manner as the original document and shall, after execution, become part of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed the Agreement this 3/4/2023 \_\_\_\_\_.

CITY: **CITY OF BILLINGS**, a Montana Municipal Corporation

DocuSigned by:  
*William A Cole*  
\_\_\_\_\_  
By: William Cole, Mayor 2CA11D5423334EE...

ATTEST:

By: \_\_\_\_\_  
*Denise R. Bolzman*  
\_\_\_\_\_  
City Clerk D503C2218DC34F0...

APDC: **THE BILLINGS AMEND PARK DEVELOPMENT COUNCIL**, A Montana Corporation

DocuSigned by:  
*Mike Mayott*  
\_\_\_\_\_  
By: Michael Mayott, President  
Amend Park Development Council 282699DCDBB44A6...

## EXHIBIT A (4 pages)

### **PART 59—LAND AND WATER CONSERVATION FUND PROGRAM OF ASSISTANCE TO STATES; POST-COMPLETION COMPLIANCE RESPONSIBILITIES**

Sec.

- 59.1 Applicability.
- 59.2 Information collection.
- 59.3 Conversion requirements.
- 59.4 Residency requirements.
- 59.5-59.6 [Reserved]

AUTHORITY: Sec. 6, L&WCF Act of 1965 as amended; Pub. L. 88-578; 78 Stat. 897; 16 U.S.C. 4601-4 *et seq.*

SOURCE: 51 FR 34184, Sept. 25, 1986, unless otherwise noted.

#### **§ 59.1 Applicability.**

These post-completion responsibilities apply to each area or facility for which Land and Water Conservation Fund (L&WCF) assistance is obtained, regardless of the extent of participation of the program in the assisted area

**National Park Service, Interior****§59.3**

or facility and consistent with the contractual agreement between NPS and the State. Responsibility for compliance and enforcement of these provisions rests with the State for both State and locally sponsored projects. The responsibilities cited herein are applicable to the area depicted or otherwise described on the 6(f)(3) boundary map and/or as described in other project documentation approved by the Department of the Interior. In many instances, this mutually agreed to area exceeds that actually receiving L&WCF assistance so as to assure the protection of a viable recreation entity. For leased sites assisted under L&WCF, compliance with post-completion requirements of the grant ceases following lease expiration unless the grant agreement calls for some other arrangement.

**§59.2 Information collection.**

The information collection requirements contained in §59.3 have been approved by the Office of Management and Budget under 44 U.S.C. 3501 *et seq.* and assigned clearance number 1024-0047. The information is being collected to determine whether to approve a project sponsor's request to convert an assisted site or facility to other than public outdoor recreation uses. The information will be used to assure that the requirements of section 6(f)(3) of the L&WCF Act would be met should the proposed conversion be implemented. Response is required in order to obtain the benefit of Department of the Interior approval.

**§59.3 Conversion requirements.**

(a) *Background and legal requirements.* Section 6(f)(3) of the L&WCF Act is the cornerstone of Federal compliance efforts to ensure that the Federal investments in L&WCF assistance are being maintained in public outdoor recreation use. This section of the Act assures that once an area has been funded with L&WCF assistance, it is continually maintained in public recreation use unless NPS approves substitution property of reasonably equivalent usefulness and location and of at least equal fair market value.

(b) *Prerequisites for conversion approval.* Requests from the project spon-

sor for permission to convert L&WCF assisted properties in whole or in part to other than public outdoor recreation uses must be submitted by the State Liaison Officer to the appropriate NPS Regional Director in writing. NPS will consider conversion requests if the following prerequisites have been met:

(1) All practical alternatives to the proposed conversion have been evaluated.

(2) The fair market value of the property to be converted has been established and the property proposed for substitution is of at least equal fair market value as established by an approved appraisal (prepared in accordance with uniform Federal appraisal standards) excluding the value of structures or facilities that will not serve a recreation purpose.

(3) The property proposed for replacement is of reasonably equivalent usefulness and location as that being converted. Dependent upon the situation and at the discretion of the Regional Director, the replacement property need not provide identical recreation experiences or be located at the same site, provided it is in a reasonably equivalent location. Generally, the replacement property should be administered by the same political jurisdiction as the converted property. NPS will consider State requests to change the project sponsor when it is determined that a different political jurisdiction can better carry out the objectives of the original project agreement. Equivalent usefulness and location will be determined based on the following criteria:

(i) Property to be converted must be evaluated in order to determine what recreation needs are being fulfilled by the facilities which exist and the types of outdoor recreation resources and opportunities available. The property being proposed for substitution must then be evaluated in a similar manner to determine if it will meet recreation needs which are at least like in magnitude and impact to the user community as the converted site. This criterion is applicable in the consideration of all conversion requests with the exception of those where wetlands are proposed as replacement property. Wetland areas and interests therein

**National Park Service, Interior****§ 59.4**

with NPS. Section 6(f)(3) project boundary maps shall be submitted with the amendment request to identify the changes to the original area caused by the proposed conversion and to establish a new project area pursuant to the substitution. Once the conversion has been approved, replacement property should be immediately acquired. Exceptions to this rule would occur only when it is not possible for replacement property to be identified prior to the State's request for a conversion. In such cases, an express commitment to satisfy section 6(f)(3) substitution requirements within a specified period, normally not to exceed one year following conversion approval, must be received from the State. This commitment will be in the form of an amendment to the grant agreement.

(d) *Obsolete facilities.* Recipients are not required to continue operation of a particular facility beyond its useful life. However, when a facility is declared obsolete, the site must nonetheless be maintained for public outdoor recreation following discontinuance of the assisted facility. Failure to so maintain is considered to be a conversion. Requests regarding changes from a L&WCF funded facility to another otherwise eligible facility at the same site that significantly contravene the original plans for the area must be made in writing to the Regional Director. NPS approval must be obtained prior to the occurrence of the change. NPS approval is not necessarily required, however, for each and every facility use change. Rather, a project area should be viewed in the context of overall use and should be monitored in this context. A change from a baseball field to a football field, for example, would not require NPS approval. A change from a swimming pool with substantial recreational development to a less intense area of limited development such as a passive park, or vice versa, would, however, require NPS review and approval. To assure that facility changes do not significantly contravene the original project agreement, NPS shall be notified by the State of all proposed changes in advance of their occurrence. A primary NPS consideration in the review of requests for changes in use will be the consistency

of the proposal with the Statewide Comprehensive Outdoor Recreation Plan and/or equivalent recreation plans. Changes to other than public outdoor recreation use require NPS approval and the substitution of replacement land in accordance with section 6(f)(3) of the L&WCF Act and paragraphs (a) through (c) of this section.

[51 FR 34184, Sept. 25, 1986, as amended at 52 FR 22747, June 15, 1987]

**§ 59.4 Residency requirements.**

(a) *Background.* Section 6(f)(8) of the L&WCF Act prohibits discrimination on the basis of residence, including preferential reservation or membership systems, except to the extent that reasonable differences in admission and other fees may be maintained on such basis. This prohibition applies to both regularly scheduled and special events. The general provisions regarding non-discrimination at sites assisted under Interior programs and, thereby, all other recreation facilities managed by a project sponsor, are covered in 43 CFR part 17 which implements the provisions of Title VI of the Civil Rights Act of 1964 for the Department.

(b) *Policy.* There shall be no discrimination for L&WCF assisted programs and services on the basis of residence, except in reasonable fee differentials. Post-completion compliance responsibilities of the recipient should continue to ensure that discrimination on the basis of residency is not occurring.

(c) *Fees.* Fees charged to nonresidents cannot exceed twice that charged to residents. Where there is no charge for residents but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable State or local public facilities. Reservation, membership, or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. Recipients are prohibited from providing residents the option of purchasing annual or daily permits while at the same time restricting nonresidents to the purchase of annual permits only. These provisions apply only to the approved 6(f)(3) areas applicable to the recipient. Nonresident

**§§ 59.5-59.6**

fishng and hunting license fees are excluded from these requirements.

**§§ 59.5-59.6 [Reserved]****PART 60—NATIONAL REGISTER OF HISTORIC PLACES****Sec.**

- 60.1 Authorization and expansion of the National Register.
- 60.2 Effects of listing under Federal law.
- 60.3 Definitions.
- 60.4 Criteria for evaluation.
- 60.5 Nomination forms and information collection.
- 60.6 Nominations by the State Historic Preservation Officer under approved State Historic Preservation programs.
- 60.7-60.8 [Reserved]
- 60.9 Nominations by Federal agencies.
- 60.10 Concurrent State and Federal nominations.
- 60.11 Requests for nominations.
- 60.12 Nomination appeals.
- 60.13 Publication in the FEDERAL REGISTER and other NPS notification.
- 60.14 Changes and revisions to properties listed in the National Register.
- 60.15 Removing properties from the National Register.

AUTHORITY: National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470 *et seq.*, and E.O. 11593.

SOURCE: 46 FR 56187, Nov. 16, 1981, unless otherwise noted.

**§ 60.1 Authorization and expansion of the National Register.**

(a) The National Historic Preservation Act of 1966, 80 Stat. 915, 16 U.S.C. 470 *et seq.*, as amended, authorizes the Secretary of the Interior to expand and maintain a National Register of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering and culture. The regulations herein set forth the procedural requirements for listing properties on the National Register.

(b) Properties are added to the National Register through the following processes.

(1) Those Acts of Congress and Executive orders which create historic areas of the National Park System administered by the National Park Service, all or portions of which may be determined to be of historic significance consistent with the intent of Congress;

**36 CFR Ch. I (7-1-03 Edition)**

(2) Properties declared by the Secretary of the Interior to be of national significance and designated as National Historic Landmarks;

(3) Nominations prepared under approved State Historic Preservation Programs, submitted by the State Historic Preservation Officer and approved by the NPS;

(4) Nominations from any person or local government (only if such property is located in a State with no approved State Historic Preservation Program) approved by the NPS and;

(5) Nominations of Federal properties prepared by Federal agencies, submitted by the Federal Preservation Officer and approved by NPS.

**§ 60.2 Effects of listing under Federal law.**

The National Register is an authoritative guide to be used by Federal, State, and local governments, private groups and citizens to identify the Nation's cultural resources and to indicate what properties should be considered for protection from destruction or impairment. Listing of private property on the National Register does not prohibit under Federal law or regulation any actions which may otherwise be taken by the property owner with respect to the property.

(a) The National Register was designed to be and is administered as a planning tool. Federal agencies undertaking a project having an effect on a listed or eligible property must provide the Advisory Council on Historic Preservation a reasonable opportunity to comment pursuant to section 106 of the National Historic Preservation Act of 1966, as amended. The Council has adopted procedures concerning, *inter alia*, their commenting responsibility in 36 CFR part 800. Having complied with this procedural requirement the Federal agency may adopt any course of action it believes is appropriate. While the Advisory Council comments must be taken into account and integrated into the decisionmaking process, program decisions rest with the agency implementing the undertaking.

(b) Listing in the National Register also makes property owners eligible to be considered for Federal grants-in-aid for historic preservation.

# ArcGIS Web Map



**City Council Regular**

**Date:** 02/13/2023  
**Title:** Amend Park Development Council Agreement Renewal  
**Presented by:** Mike Whitaker, Parks, Recreation & Public Lands Director  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review** Yes

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**RECOMMENDATION**

Staff recommends that the City Council approve the Amend Park Development Council (APDC) Agreement renewal and authorize the Mayor to sign it on behalf of the City.

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

The term of the Agreement will be for one calendar year commencing upon the date of its execution (Anniversary Date) by the parties. This new Agreement will renew automatically for a like term, for each year up to five years, upon the Anniversary Date unless terminated by one of the parties. The Parks, Recreation, and Cemetery Board reviewed the Agreement at their December 2022 meeting and recommends approval.

**ALTERNATIVES**

City Council may:

- Authorize the Mayor to execute the proposed agreement (Recommended)
- Request specific changes in the agreement.
- Determine alternative means of managing Amend Park.

**FISCAL EFFECTS**

There will not be an additional fiscal impact to the City. APDC will pay for all additional turf care that is needed for athletic fields that is over and above what is standard for parks.

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**Attachments**

Amend Park Agreement

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**Certificate Of Completion**

Envelope Id: 2A3B4284A49A41398AA36074DDD4F24D

Status: Completed

Subject: Contract for signatures: MOU with Amend Park Development Council

Source Envelope:

Document Pages: 16

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Mike Pigg

AutoNav: Enabled

piggm@billingsmt.gov

Envelopeld Stamping: Enabled

IP Address: 161.7.21.113

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Mike Pigg

Location: DocuSign

2/17/2023 3:39:38 PM

piggm@billingsmt.gov

**Signer Events**

Mike Mayott

admin@amendpark.org

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:

  
282699DCDBB44A6...**Timestamp**

Sent: 2/21/2023 7:39:56 AM

Viewed: 2/21/2023 9:46:30 AM

Signed: 2/21/2023 9:46:49 AM

Signature Adoption: Pre-selected Style

Using IP Address: 184.166.239.235

**Electronic Record and Signature Disclosure:**

Accepted: 2/21/2023 9:46:30 AM

ID: a7d0ced8-9996-411c-8d8a-a638cc9b07e4

Liz Kampa

kampal@billingsmt.gov

City Administrator

City of Billings

Security Level: Email, Account Authentication  
(None)**Completed**

Sent: 2/21/2023 7:39:55 AM

Viewed: 2/22/2023 7:54:30 AM

Signed: 3/2/2023 2:59:24 PM

Using IP Address: 161.7.21.92

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Thomas Pardy

pardyt@billingsmt.gov

Deputy City Attorney

Security Level: Email, Account Authentication  
(None)**Completed**

Sent: 3/2/2023 2:59:28 PM

Viewed: 3/3/2023 9:06:28 AM

Signed: 3/3/2023 9:06:39 AM

Using IP Address: 161.7.21.42

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

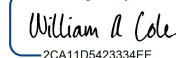
William A Cole

coleb@billingsmt.gov

Mayor

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
2CA11D5423334EE...

Sent: 3/3/2023 9:06:43 AM

Viewed: 3/4/2023 10:18:35 AM

Signed: 3/4/2023 10:20:28 AM


Signature Adoption: Pre-selected Style

Using IP Address: 184.166.247.4

**Electronic Record and Signature Disclosure:**

Accepted: 12/3/2020 8:46:12 AM

ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a

| Signer Events                                                                                                                          | Signature                                                                                                                                                         | Timestamp                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Denise R. Bohlman<br>bohlmand@billingsmt.gov<br>City Clerk<br>City of Billings<br>Security Level: Email, Account Authentication (None) |  <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 161.7.21.97</p> | <p>Sent: 3/6/2023 6:59:24 AM<br/>Viewed: 3/6/2023 9:14:36 AM<br/>Signed: 3/6/2023 9:15:16 AM</p> |

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| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Liz Kampa<br>kampal@billingsmt.gov<br>City Administrator<br>City of Billings<br>Security Level: Email, Account Authentication (None) |  <p>Using IP Address: 161.7.21.31</p> | <p>Sent: 3/4/2023 10:20:31 AM<br/>Viewed: 3/6/2023 6:59:24 AM</p> |
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| Carbon Copy Events | Status | Timestamp |
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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent       | Hashed/Encrypted | 2/21/2023 7:39:56 AM |
| Envelope Updated    | Security Checked | 3/2/2023 1:03:16 PM  |
| Certified Delivered | Security Checked | 3/6/2023 9:14:36 AM  |
| Signing Complete    | Security Checked | 3/6/2023 9:15:16 AM  |
| Completed           | Security Checked | 3/6/2023 9:15:16 AM  |

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

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

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

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

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

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kampal@billingsmt.gov](mailto:kampal@billingsmt.gov)

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kampal@billingsmt.gov](mailto:kampal@billingsmt.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

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

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

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

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

**City Council Regular Business Meeting**

**Meeting Date:** 01/26/2026  
**TITLE:** Billings American Legion 2026 Budget  
**PRESENTED BY:** Gavin Woltjer  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

PRPL staff recommends the approval of the 2026 budget for Billings American Legion Baseball.

**EXECUTIVE SUMMARY**

The user agreement between the City of Billings and the Billings American Legion Association requires them to provide a budget each year to the Billings City Council for approval. PRPL staff recommends approval.

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

The agreement between the City of Billings and the Billings American Legion Baseball Association requires them to provide an annual budget to the City Council for approval. The budget shows a deficit between revenues and expenses. This deficit is made up through fund-raising efforts of the players and major donors.

**FISCAL EFFECTS**

There are no fiscal effects for the City of Billings. The Billings American Legion Baseball Association is required to do all maintenance and repairs on Pirtz field inside the fence. The maintenance responsibilities for the PRPL Department are to provide water, trash service, and restroom facilities, all of which are normal park maintenance responsibilities.

**STAKEHOLDERS**

City of Billings  
PRPL Department  
Billings American Legion  
Billings American Legion participants

**ALTERNATIVES**

City Council may:  
Approve; or,  
Not Approve

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**Attachments**

Agreement CoB and Legion Baseball  
Legion 2026 Budget

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## USE AGREEMENT FOR STEWART PARK PIRTZ FIELD

THIS USE AGREEMENT, made and entered this 1/23/2023, by and between the following: THE CITY OF BILLINGS, a Montana Municipal Corporation, Billings, Montana, hereinafter designated as "City", and THE BILLINGS AMERICAN LEGION BASEBALL, a non-profit corporation, hereinafter designated as the "BALB";

### RECITALS

**WHEREAS**, the City owns the premises known as Stewart Park (54+ acres), which includes Pirtz Field, that has been developed as an open park space, multi-use trail, multi-use sports complex, and special events complex;

**WHEREAS**, the conception, construction, and maintenance of Stewart Park, excluding Pirtz Field has been funded by public funds provided by the City of Billings and through user fees and private donations;

**WHEREAS**, BALB has been established with its mission to promote youth baseball in Billings having won the state championship in 1930 and has raised funds for the construction of Pirtz Field in the 1995;

**WHEREAS**, BALB has funded the costs of constructing (over \$250,000) and maintaining (approximately \$10,000/year since 1995) Pirtz Field as well as investing in any and all improvements such as batting cages (approximately \$30,000) and artificial turf (\$270,000 in 2019) on the infield since Pirtz Field was founded;

**WHEREAS**, the conception, construction, and maintenance of Pirtz Field has been funded by private funds provided by BALB, it's alumni, youth baseball players, and community donations,

**WHEREAS**, BALB cooperates with and is supported by the Billings Parks and Recreation Department of the City of Billings,

**WHEREAS**, Pirtz Field is home to 6 different BALB teams that play at 3 different levels of legion baseball throughout the state of Montana.

**WHEREAS**, Within the Billings City Council approved Parks, Recreation and Public Lands Comprehensive Parks Recreation Master Plan from 2017, there is a requirement that agreements with all user groups, like BALB be formalized with a use agreement;

**WHEREAS**, the City has spent over \$1,000,000 on mowing, irrigation and trash removal at Stewart Park since Stewart Park was developed

**WHEREAS**, in 2016, the City spent \$19,680 on replacing the intake structure in the ditch in order to provide a consistent flow of irrigation water to the park;

**WHEREAS**, Stewart Park is a "multi-use" park that serves as the "home" for adult, youth and high school softball programs, BALB, and Little League programs;

**WHEREAS**, the BALB was established with its mission to promote and sponsor American Legion Baseball programs;

**NOW THEREFORE**, the Parties agree as follows:

1. **Scope:** This agreement shall relate to the scheduling, maintenance, and further development of Pirtz field. Stewart Park and Pirtz Field shall at all times remain a public park available for public use consistent with this Agreement and City policies and regulations. All development and operation of Stewart Park will comply with all applicable provisions of the Land and Water Conservation Funds as set forth in Exhibit "A" attached hereto and incorporated by this reference and City ordinances and regulations including any future amendments thereto.
2. **Agreement Monitoring and Budget For Stewart Park Operations:** The management and operation of Pirtz Field by BALB will be subject to an annual review by City Staff. Such review will include financial statements of BALB as they relate to Pirtz Field, maintenance performance, park usage and activities, capital improvements, facilities maintenance, and future programs. On or before the last Monday before Thanksgiving of each year, BALB shall submit an annual budget to the City Council for approval, setting forth the anticipated expenditures for the operation of Pirtz Field at Stewart Park. The City Council shall review and consider approving the proposed budget on or before the last regularly scheduled meeting in December of each year.
3. **Term:** The term of this Agreement shall be for one calendar year commencing upon the date of its execution (Anniversary Date) by the parties. This Agreement shall renew automatically for additional one-year terms for up to five years upon the Anniversary Date unless terminated by one of the parties as specified herein. During these five one-year terms the agreement may be amended as mutually agreed. After the five-year period the parties will review this agreement and renew the agreement for up to five additional one-year terms.
4. **Premises:** The portion of Stewart Park covered by this Agreement shall include Pirtz Field, including the perimeter fence and all area inside the fence, which includes the field, the batting cages, both bullpens, the bleachers, scorer's booth, outbuildings, field lights and concessions stand and the scoreboard which is located just outside the fence, as shown in **Exhibit "B"** attached hereto and incorporated herein by this reference. Stewart Park is located approximately south of Central Avenue, east of Stewart Park Road, in Billings, Montana.
5. **Termination:** Either party may terminate this agreement by providing the other notice of their intent to terminate at least ninety (90) days in advance of the Anniversary Date. Said notice shall be in writing and delivered to the other party in accordance with the notice provision hereof. Upon termination, BALB shall have a duty to leave the Premises in a condition similar to that of the Premises upon the execution of this agreement.
6. **Reports:** BALB shall submit an annual report and financial statement to the City on or before of the ensuing November meeting of the Parks Recreation and Cemetery Board for each year covered by this agreement, including a proposed operating budget for the coming fiscal year showing anticipated revenues and expenditures for review by the City. BALB's fiscal year is October 1-September 30.
7. **BALB'S RIGHTS & DUTIES:** In addition to the other provisions of this agreement, the BALB shall have the following rights and duties:

7.1. **Nonprofit:** BALA shall at all times remain recognized by the State of Montana as a nonprofit organization and provide the City proof of status:

7.2. **Schedule:** During the term of this agreement, the BALB shall have the exclusive right to schedule Pirtz Field and concession building located at Stewart Park including subletting the field to other users utilizing the use process described herein.:

7.3. **Maintenance Responsibilities:** BALB will at minimum ensure the following:

7.3.1. Maintain in good repair the buildings, fencing and bleachers as identified in **Exhibit B**;

7.3.1. Maintain the signage, scoreboard, lights, provide infield maintenance pursuant to manufacturer's standards, playing field layout and marking, and the batting cages;

7.3.2. Provide for the playing field turf maintenance and horticultural practices including fertilization and aerification of the playing field under BALB control and the application of turf grass weed control and turf maintenance cultural treatments thereon as necessary to maintain healthy turf; and make repairs incidental to wear and tear on the playing fields;

7.3.3. Provide for the mowing of the field, as needed to maintain an acceptable playing height during scheduled Baseball use;

7.3.4. Provide regular cleanup of the premises following scheduled uses, to include picking up litter within the fence and surrounding areas contiguous to the playing fields and depositing all litter into appropriate garbage receptacles provided by the City. If litter is not picked up in a timely manner after scheduled activities the City has the authority to pick up the litter and charge BALB;

7.3.5. BALB may contract with the City to perform any of its non-turf maintenance responsibilities described above and any additional non-turf maintenance that it should elect to undertake;

7.3.6. BALB shall contract only with the City to perform all turf related responsibilities described in Section 7.3.2 above;

7.3.7. BALB may employ a facilities manager/director/or administrator whose responsibility, among others, will be to facilitate and coordinate BALB's duties under this agreement.

7.4. **Utilities:** BALB shall be responsible for all utility costs associated with the Pirtz Field Premises with the exception of water and electrical service related to the irrigation of Pirtz Field.

7.5. **Restroom Facilities:** When permanent restroom facilities are unavailable, BALB shall provide for placement of adequate portable toilet units within the fence in **Exhibit B** except when no organized activities or events are scheduled.

7.6. **Fees and Charges:** BALB may establish and charge fees and expenses, including but not limited to:

7.6.1. Special event fee for all approved and scheduled uses, including sport camps and schools, and other sporting, cultural, recreational events, and special events;

7.6.2. A fee for each individual and/or organization for each approved use permit applied for based on the current schedule of uses approved by BALB. Any such fee shall be equally applied, charged and collected from all users, groups, organizations, or entities, public or private;

7.6.3. Events scheduled by the City must be approved by BALB and shall not be subject to any fee established by BALB, except for the costs incurred by BALB directly attributable to that event, including the costs of, field layout, chalking and damage associated with any event.

7.7. **Improvements:** BALB shall have the right to improve Pirtz Field in accordance with the Stewart Park master plan as currently adopted or amended;

7.7.1. Improvements not contained in the Stewart Park Master Plan must first be added to the Stewart Park Master Plan through the Parks and Recreation Department's Park Master Plan policy. In all cases, BALB and the City mutually agree to notify each other of any proposed new improvement or development sufficiently in advance, fourteen calendar days minimum, to allow a reasonable time for each to review and approve preliminary plans or proposals.

7.7.2. Any project greater than \$10,000 that is not considered replacement of existing elements will be awarded and managed by the City. For all other projects under \$10,000, BALB must secure all applicable permits and authorizations under municipal, state, and federal law for any improvement under its control;

7.7.3. All improvements made to Pirtz Field in accordance herewith will become property of the City upon completion.

7.8. **Concessions:** BALB shall have the right and responsibility for operation of any and all concessions associated with Pirtz Field during BALB scheduled uses and events. The City will be required to operate its own concessions for City sponsored events and will receive all revenue from City-sponsored events. Concessions shall include all food and beverage items as well as any other products or goods to be sold or served within Pirtz Field. With the City's written approval BALB shall have the right to:

7.8.1. Assign its right to operate any and all concessions to other groups, organizations, or entities with the City's written permission;

7.8.2. Enter into long term written agreements of 12 months or more with vendors for concessions;

7.8.3. Contract in whole or in part any concession services associated with Pirtz Field or to operate through its own employees or members or users with the City's permission;

7.8.4. Long term contracts or agreements of 12 months or more entered into between BALB and third parties under Section 7.6.2 above for concessions shall be in writing. All concessions shall comply with all applicable City or State of Montana Health, Fire and Building Codes, including signage and shall comply with all existing and/or future policies adopted by the City relating to the operations of concessions. Each concessionaire shall provide proof of liability insurance and indemnification as described in Section 15.

7.8.5. Long term contracts or agreements of 12 months or more entered into between BALB and third parties under Section 7.6.2 shall include an advertised notice soliciting RFP's from interested vendors appearing at least one full week in the local paper with the highest circulation and at least once in the appropriate trade publication; be designed to solicit responses from multiple potential vendors; be free from specifications, qualifications, or requirements that bias the process toward or against a specific vendor:

7.8.6. All long term agreements shall be reviewed and approved as to form by the City Attorney;

7.9. **Naming:** During each one year term of agreement BALB shall submit naming and memorial contribution opportunity requests and recommendations to the City for its approval to name and designate field spaces, buildings, and other structures and amenities at Pirtz Field for review under the PRPL park naming policy;

7.9.1. BALB shall not submit a proposal to name any feature using the name of a corporation, organization, or product detrimental to the health and welfare of children, including but not limited to alcohol or tobacco products or producers, gaming organizations, or purveyors of pornography;

7.9.2. BALB shall be responsible for recognizing and maintaining those names and designations during the term of this agreement.

8. **Advertising Sales:** BALB has the exclusive right to sell advertising rights, space and opportunities within the facility and retain all revenue from such sales, including but not limited to signage, banners, scoreboard advertising, displays, announcements, program advertisements and product placements.

9. **CITY'S RIGHTS & DUTIES:** In addition to the other provisions of this agreement and those provided by law, the City shall have the following rights and duties:

9.1. **Maintenance Responsibilities:** The City will:

9.1.1. Provide for the timely and regular irrigation of Pirtz Field including trees, shrubs, and other plantings;

9.1.2. Control weed growth on fences, along curb lines, and walkways;

9.1.3. Maintain, all city sewer lines, water lines, and underground or overhead electrical lines, electrical services, curbs, gutters, and walkways;

9.1.4. Empty all dumpsters serving Stewart Park and Pirtz Field as needed;

9.1.5. Activate all water lines and plumbing at the earliest appropriate time in the spring, winterize and disconnect the same in the fall;

9.1.6. Be responsible for all tree care including; pruning, planting, removal, and inventory.

9.2. **Utilities:** The City shall be responsible for water service and electrical service, and all utilities related to irrigation of Stewart Park and Pirtz Field.

9.3. **Restroom Facilities:** The City shall be responsible for activating permanent restroom facilities in the Spring and winterizing them in the Fall at the Park restroom facilities.

9.4. **Cost Reimbursement:** Any expenses incurred by BALB attributable to an event scheduled by the City shall be reimbursed to BALB.

9.5. **Concessions:** The City shall honor all contracts or agreements entered into by BALB, including contracts for concessions, in existence at the time of any notice of termination provided hereunder; however, City is under no obligation to honor any changes to such agreements after the notice of termination.

9.6. **Naming:** Upon termination of this agreement, physical features named and designated by BALB during the agreement shall also terminate and shall no longer remain in effect and City shall not be responsible for recognizing and maintaining the names and designation assigned by BALB to physical features in the Park

9.7. **Right of Entry and Inspection:** Nothing herein shall interfere with the City's right to enter and inspect the premises for any purpose consistent with this agreement or with the City's operation and maintenance of public park facilities.

9.8. **Use Requests:** All requests for use by the City and any person or organization shall be submitted to BALB in writing for approval at least fourteen (14) days prior to the proposed event unless a shorter period is approved by BALB. Approval or disapproval of all proposed uses shall be the responsibility of BALB and communicated to the event requestor within seven (7) days of receiving the event request unless a shorter period is approved by the requestor and BALB. BALB shall provide the City Parks and Recreation Department with all approved use requests a minimum of seven (7) days prior to the approved use request. BALB will facilitate ALL non-City use of Pirtz Field.

10. **PROCEEDS:** The parties agree that the proceeds (defined as gross proceeds from all user fees, concession revenue, and any other payments, donations, grants, or contributions related to Pirtz Field or activities conducted at Stewart Park) from the operation of the Pirtz Field shall be applied according to the following priorities:

10.1. To BALB's administrative costs and expenses;

10.2. To fulfill BALB's maintenance responsibilities, under 7.2;

10.3. To the City's costs to fulfill its maintenance responsibilities under 8.1;

10.4. Finally, any remainder shall be provided to the City for future operation and maintenance costs of Pirtz Field. Funds provided to the City under this paragraph will be separately accounted for and tracked to ensure that they are expended in accordance herewith.

11. **NOTICE:** The BALB shall at all times maintain a mailing address, phone number, and designated agent accessible to the public and the City for resolution of issues relating to this agreement and to receive notices associated therewith. The BALB shall notice the City with any changes in contact information prior to the effective date of that change.

12. **ASSIGNMENT:** This Agreement is not assignable by the BALB in whole or in part without the prior written approval of the City.

13. **NON-DISCRIMINATION:** The undersigned, either as an individual or on behalf of a group or organization, hereby agrees that this facility shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.

14. **BREACH:** Should this Agreement be violated, a notice thereof in writing shall be issued by the party asserting a breach to the other party; and if said breach is not corrected within thirty (30) days of said notice (the cure period), or such other reasonable period of time as the parties may agree; then this Agreement may be terminated at the option of the party wronged through a written notice of such provided at the end of the thirty (30) day cure period. However, In the event of a dispute regarding any asserted breach, the parties agree to meet in a timely fashion to attempt resolution of the asserted breach. If the parties are not able to resolve said breach or reach agreement regarding such, the parties agree to mediate the dispute prior to initiating any proceeding to terminate this Agreement based upon the alleged breach. Each party will be responsible for the payment of one-half of the mediator's costs. If mediation fails to resolve the dispute, then either party may pursue termination and all other available remedies including but not limited to litigation.

15. **ATTORNEY'S FEES and COSTS:** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms on conditions of the Agreement, then the prevailing party shall be entitled to a reasonable attorney's fee and costs, including in-house counsel.

16. **INDEMNIFICATION/INSURANCE:**

16.1. The BALB shall require that all organizations sign the agreement that will indemnify, defend and hold BALB and the CITY harmless from, and against all claims, liabilities, damages; losses and expenses arising out of or resulting from such organization's negligent or intentional acts or omissions or those of any sub-contractor, agent, or anyone directly or indirectly volunteering for or employed by them.

16.2. BALB shall provide proof of liability insurance for all of its own programs and events in the minimum amount of \$1,500,000 each occurrence naming the CITY as an additional, non-contributory insured. The BALB shall also require that each additional organization using the Stewart Park complex and/or providing concessions Premises carry minimum liability insurance in the amount of one million five hundred thousand and no/100 Dollars (\$ 1,500,000) each occurrence (Montana Code Annotated Section 2-9-108(1) ). Each organization shall provide BALB a current Certificate of Insurance naming both BALB and the City of Billings as additional insured parties. BALB shall routinely provide a copy of said certificates to the City for each event.

17. **AMENDMENTS and ADJUSTMENTS:** The parties shall also have the right to mutually renegotiate the terms and conditions herein on an annual basis upon either party's request. The parties hereby agree that any amendments or modifications to this Agreement or any provisions herein shall be made in writing and executed in the same manner as the original document and shall, after execution, become a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 1/23/2023.

CITY: CITY OF BILLINGS, a Montana Municipal Corporation

By: William Cole  
2CA11D5423334EE...  
William Cole, Mayor

ATTEST:

By: Denise R. Bohlman  
DocuSigned by:  
D503C2218DC34E0  
City Clerk

BALB: THE BILLINGS AMERICAN LEGION BASEBALL ASSOCIATION, a Montana Municipal Corporation

By: Jeffery S. Ballard  
President BALB

**Montana Fish, Wildlife & Parks**

NEWS LINKS SEARCH CONTACT US FAQ PUBLIC NOTICE

**Land & Water Conservation Fund**

**PROGRAM REQUIREMENTS**

**IMPORTANT! REVIEW THESE REQUIREMENTS BEFORE PROCEEDING YOUR APPLICATION.**

When local sponsors sign an agreement accepting LWCF program funds, they assume responsibility of complying with several program requirements. These requirements are in several areas. The first is the grant agreement itself. The agreement is in fact a contract. The program requirements are legally identified in the general provisions included in the contract agreement.

Program requirements may also be contained in the existing state and federal laws that apply to the program. The following is a brief discussion of the program requirements, which are contained in these state and federal laws with which the local sponsor must comply.

- 1. CONTRACTS AND BIDDING.** Local sponsors receiving grants through the LWCF program must comply with applicable state and federal requirements regarding contracts and bidding.
- 2. MAINTENANCE.** All areas acquired or developed with LWCF must receive adequate maintenance to ensure continuing public use in a safe and sanitary manner.
- 3. OPERATION AND USE.** All areas acquired or developed with LWCF funds must be open to all people during reasonable hours of operation. Hours of operation should be determined according to the type of area or facility being operated and in relation to the needs of the year.
- 4. FEES.** Reasonable user fees may be charged by the sponsor to offset operation and maintenance costs. A different fee may be charged to residents or non-residents as long as the non-resident fee does not preclude use by non-residents.
- 5. CONVERSION OF PROPERTY.** Any lands acquired or developed with LWCF funds cannot be converted to any other use without the permission of Montana Fish Wildlife & Parks (FWP) and the National Parks Service (NPS). Any sale, lease, or easement of any portion or all of the property assisted with these funds cannot be given until FWP has approved the proposed transaction.
- 6. OVERHEAD POWERLINES.** All electrical or communication lines must be installed underground. Existing lines must be buried, removed or relocated as necessary. All lines must be underground. The sponsor may be required to provide cost data to evaluate the disposition of proposed or existing electrical or communication lines.
- 7. RETENTION OF RECORDS.** All documents used to substantiate your financial claims through the program must be retained for 3 years from the time of the project completion. This could include invoices, cancelled checks, contracts and bid specifications.
- 8. ACCESSIBILITY--COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA).** It is necessary for all projects to comply with ADA and other civil rights regulations. This act requires that all aspects of each project be accessible (and usable by) disabled citizens. The intent is to enable disabled citizens to participate in outdoor recreation activities in a way that parallels as closely as possible participation by non-disabled citizens.

**passport**  
Your ticket to adventure in Big Sky Country!  
[Learn More](#)

disabled citizens.

9. FINANCIAL REIMBURSEMENT. All payments and contracts must be processed through the local (unit of government) financial system.

10. NATURAL AND CULTURAL RESOURCES. All projects must satisfy the Environmental Policy Act (NEPA) and the Montana Environmental Policy Act (MEPA). Sponsors must complete a MEPA-NEPA Environmental Analysis checklist. All projects must assess potential impacts to the environment (stream sedimentation, noxious weeds, wildlife displacement, etc.). In addition, projects are obliged to comply with historic preservation requirements--the State Historic Preservation Officer must review all LWCF projects.

11. PROJECT START UP. No project construction may begin or any land acquisition agreement has been executed between FWP and the local sponsor.

12. INSPECTIONS. The purpose of inspections is to monitor the compliance with requirements, which rests with the sponsor. The sponsor, completing a questionnaire, must perform inspections. FWP and NPS reserve the right to conduct inspections. You will be contacted in person or by letter if a problem is noted.

Please feel free to call the Helena Headquarters of Montana State Parks for any questions or concerns at (406) 444-3750.

**EXHIBIT "A"**

**Land & Water Conservation Fund (LWCF) Local  
Community Grants**

**Please review these requirements before proceeding with your application.**

When local sponsors sign an agreement accepting LWCF program funds, they assume the responsibility of complying with a number of program requirements. These requirements are found in several areas. The first is the grant agreement itself. The agreement is in fact a contract, and program requirements are legally identified in the general provisions included in the body of the agreement.

Program requirements may also be contained in the existing state and federal laws that authorize the program. The following is a brief discussion of the program requirements, which originate in these state and federal laws, with which the local sponsor must comply. Please also consult the Fact Sheet available online at [Recreation Grants, Land & Water Conservation Fund](#).

1. Contracts and Bidding-Local sponsors receiving grants through the federal LWCF program must comply with applicable state and federal requirements regarding contracts and bidding.
2. Maintenance-All areas acquired or developed with LWCF must receive adequate maintenance to ensure continuing public use in a safe and sanitary manner.
3. Operation and Use-All areas acquired or developed with LWCF funds must be open to all people during reasonable hours of operation. Hours of operation should be determined according to the type of area or facility being operated and in relation to the seasons of the year.
4. Fees-Reasonable user fees may be charged by the sponsor to offset operation and maintenance costs. Sponsors may charge a higher fee to non-residents as long as the higher fee is realistic, and does not preclude use by non-residents.
5. Conversion of Property-Lands acquired or developed with LWCF funds must be kept open to the public for outdoor recreation and maintained in perpetuity. In rare instances, a portion of an LWCF site may be converted to another use with permission of Montana Fish Wildlife & Parks and the National Park Service. However, such a conversion triggers Section 6(f) of the federal Land and Water Conservation Act of 1965. There are many rules and regulations guiding such conversions. In all cases, the sponsor will be required to purchase mitigation property of equal fair market value and recreational usefulness as a replacement.
6. Overhead Powerlines-All electrical or communication lines must be installed underground. Existing lines must be buried, removed or relocated as necessary. Future lines must be underground. The sponsor may be required to provide cost data to evaluate disposition of proposed or existing electrical or communication lines.



# ArcGIS Web Map







# CERTIFICATE OF LIABILITY INSURANCE

|                                 |
|---------------------------------|
| DATE (MM/DD/YYYY)<br>03/21/2022 |
|---------------------------------|

**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>K&K Insurance Group, Inc.<br>1712 Magnavox Way<br>Fort Wayne, IN 46804                                                        | <b>CONTACT NAME:</b> Tyler Lantz<br><b>PHONE (A/C, No, Ext):</b> 1-800-441-3994 x5864 or x5053 <b>FAX (A/C, No):</b> 1-260-459-5120<br><b>E-MAIL ADDRESS:</b> american.legion.baseball@kandkinsurance.com<br><b>PRODUCER CUSTOMER ID:</b>                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------------------|-------|------------------------------------------------------------|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| <b>INSURED</b><br>The American Legion, American Legion Departments and Teams<br>Billings Royals<br>1822 Walter Creek Blvd.<br>Billings, MT 59101 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> National Casualty Insurance Company</td> <td style="text-align: center;">11991</td> </tr> <tr> <td><b>INSURER B:</b> National Union Fire Ins Co Pittsburgh PA</td> <td style="text-align: center;">19455</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> National Casualty Insurance Company | 11991 | <b>INSURER B:</b> National Union Fire Ins Co Pittsburgh PA | 19455 | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                    | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> National Casualty Insurance Company                                                                                            | 11991                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> National Union Fire Ins Co Pittsburgh PA                                                                                       | 19455                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |

**COVERAGES** **CERTIFICATE NUMBER:** W02134210 **REVISION NUMBER:**

**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 INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY)   | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
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| A                                                                   | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" 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: | X         |          | 6LKRO0000009039600 | 03/21/2022<br>4:46 PM EDT | 03/01/2023<br>12:01 AM  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea Occurrence)</td><td style="text-align: right;">\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>LEGAL LIAB TO PARTICIPANTS</td><td style="text-align: right;">\$2,000,000</td></tr> </table> | EACH OCCURRENCE                                                     | \$2,000,000 | DAMAGE TO RENTED PREMISES (Ea Occurrence) | \$300,000 | MED EXP (Any one person)     | \$5,000   | PERSONAL & ADV INJURY          | \$2,000,000 | GENERAL AGGREGATE | \$3,000,000 | PRODUCTS - COMP/OP AGG | \$2,000,000 | LEGAL LIAB TO PARTICIPANTS | \$2,000,000 |
| EACH OCCURRENCE                                                     | \$2,000,000                                                                                                                                                                                                                                                                                                     |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| DAMAGE TO RENTED PREMISES (Ea Occurrence)                           | \$300,000                                                                                                                                                                                                                                                                                                       |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| MED EXP (Any one person)                                            | \$5,000                                                                                                                                                                                                                                                                                                         |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| PERSONAL & ADV INJURY                                               | \$2,000,000                                                                                                                                                                                                                                                                                                     |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| GENERAL AGGREGATE                                                   | \$3,000,000                                                                                                                                                                                                                                                                                                     |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| PRODUCTS - COMP/OP AGG                                              | \$2,000,000                                                                                                                                                                                                                                                                                                     |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| LEGAL LIAB TO PARTICIPANTS                                          | \$2,000,000                                                                                                                                                                                                                                                                                                     |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
|                                                                     | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII      |           |          |                    |                           |                         | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td></td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                            | COMBINED SINGLE LIMIT (Ea accident)                                 |             | BODILY INJURY (Per person)                |           | BODILY INJURY (Per accident) |           | PROPERTY DAMAGE (Per accident) |             |                   |             |                        |             |                            |             |
| COMBINED SINGLE LIMIT (Ea accident)                                 |                                                                                                                                                                                                                                                                                                                 |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
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| BODILY INJURY (Per accident)                                        |                                                                                                                                                                                                                                                                                                                 |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| PROPERTY DAMAGE (Per accident)                                      |                                                                                                                                                                                                                                                                                                                 |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
|                                                                     | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION                                                                                                                          |           |          |                    |                           |                         | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td></td></tr> <tr><td>AGGREGATE</td><td></td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | EACH OCCURRENCE                                                     |             | AGGREGATE                                 |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| EACH OCCURRENCE                                                     |                                                                                                                                                                                                                                                                                                                 |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| AGGREGATE                                                           |                                                                                                                                                                                                                                                                                                                 |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
|                                                                     | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                    | N/A       |          |                    |                           |                         | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input type="checkbox"/> PER STATUTE    <input type="checkbox"/> OTHER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |             | E.L. EACH ACCIDENT                        |           | E.L. DISEASE - EA EMPLOYEE   |           | E.L. DISEASE - POLICY LIMIT    |             |                   |             |                        |             |                            |             |
| <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |                                                                                                                                                                                                                                                                                                                 |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| E.L. EACH ACCIDENT                                                  |                                                                                                                                                                                                                                                                                                                 |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| E.L. DISEASE - EA EMPLOYEE                                          |                                                                                                                                                                                                                                                                                                                 |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| E.L. DISEASE - POLICY LIMIT                                         |                                                                                                                                                                                                                                                                                                                 |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| B                                                                   | <b>Participant Accident</b>                                                                                                                                                                                                                                                                                     |           |          | 9ZAID0003450195700 | 03/21/2022<br>4:46 PM EDT | 03/01/2023<br>12:01 AM  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>AD&amp;D</td><td style="text-align: right;">\$25,000</td></tr> <tr><td>PRIMARY MEDICAL</td><td style="text-align: center;">NONE</td></tr> <tr><td>EXCESS MEDICAL</td><td style="text-align: right;">\$100,000</td></tr> <tr><td>WEEKLY INDEMNITY</td><td style="text-align: center;">NONE</td></tr> </table>                                                                                                                                                                                                                                                                                                                                       | AD&D                                                                | \$25,000    | PRIMARY MEDICAL                           | NONE      | EXCESS MEDICAL               | \$100,000 | WEEKLY INDEMNITY               | NONE        |                   |             |                        |             |                            |             |
| AD&D                                                                | \$25,000                                                                                                                                                                                                                                                                                                        |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| PRIMARY MEDICAL                                                     | NONE                                                                                                                                                                                                                                                                                                            |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| EXCESS MEDICAL                                                      | \$100,000                                                                                                                                                                                                                                                                                                       |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |
| WEEKLY INDEMNITY                                                    | NONE                                                                                                                                                                                                                                                                                                            |           |          |                    |                           |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |             |                                           |           |                              |           |                                |             |                   |             |                        |             |                            |             |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The certificate holder named below is named as an additional insured under the policy but only as respects to the operation of the named insured. The inclusion does not increase the limit of liability under the policy.  
 See Attached Additional Remarks Schedule

|                                                                                             |                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>City of Billings<br>9th Ave. PO Box 1178<br>Billings, MT 59101 | <b>CANCELLATION</b><br>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>AUTHORIZED REPRESENTATIVE<br> |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

AGENCY CUSTOMER ID:  
LOC #**ACORD**<sup>TM</sup>**ADDITIONAL REMARKS SCHEDULE****Page 1 of 1**

|                                                                                  |                    |                                                                                                |  |
|----------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------------------|--|
| AGENCY<br>K&K Insurance Group, Inc.<br>1712 Magnavox Way<br>Fort Wayne, IN 46804 |                    | NAMED INSURED<br>The American Legion, American Legion Departments and Teams<br>Billings Royals |  |
| POLICY NUMBER<br>6LKRO0000009039600                                              |                    |                                                                                                |  |
| CARRIER<br>National Casualty Insurance Company                                   | NAIC CODE<br>11991 | EFFECTIVE DATE: 03/21/2022                                                                     |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25                      FORM TITLE      Certificate of Liability Insurance

Coverage is provided to the Named Insured under the policy for baseball operations and activities that are scheduled, sanctioned, approved, organized, and supervised by the insured that includes but not limited to tryouts, practices, clinics, operation of concession stands at covered activities, games, tournaments including American Legion sanctioned tournaments and tournaments sanctioned by other governing bodies, fund raising drives, field maintenance, event set-up and tear-down periods, parades in which the covered team participates, awards banquets, conferences, ceremonies and meetings.  
(Owner/Lessor of Premises)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/29/2022

**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>K&K Insurance Group, Inc.<br>1712 Magnavox Way<br>Fort Wayne, IN 46804                                                            | <b>CONTACT NAME:</b> Tyler Lantz<br><b>PHONE (A/C, No, Ext):</b> 1-800-441-3994 x5864 or x5053 <b>FAX (A/C, No):</b> 1-260-459-5120<br><b>E-MAIL ADDRESS:</b> american.legion.baseball@kandkinsurance.com<br><b>PRODUCER CUSTOMER ID:</b>                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------------------|-------|------------------------------------------------------------|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| <b>INSURED</b><br>The American Legion, American Legion Departments and Teams<br>Billings Scarlets<br>3001 E. Copper Ridge Loop<br>Billings, MT 59106 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> National Casualty Insurance Company</td> <td style="text-align: center;">11991</td> </tr> <tr> <td><b>INSURER B:</b> National Union Fire Ins Co Pittsburgh PA</td> <td style="text-align: center;">19455</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> National Casualty Insurance Company | 11991 | <b>INSURER B:</b> National Union Fire Ins Co Pittsburgh PA | 19455 | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                        | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> National Casualty Insurance Company                                                                                                | 11991                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> National Union Fire Ins Co Pittsburgh PA                                                                                           | 19455                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                                       |       |                                                            |       |                   |  |                   |  |                   |  |                   |  |

**COVERAGES** **CERTIFICATE NUMBER:** W02139824 **REVISION NUMBER:**

**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 INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY)   | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                       |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|---------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" 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: | X         |          | 6LKRO0000009039600 | 03/29/2022<br>1:07 PM EDT | 03/01/2023<br>12:01 AM  | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>LEGAL LIAB TO PARTICIPANTS \$2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br>NOT PROVIDED WHILE IN HAWAII                               |           |          |                    |                           |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                                                                                                                                          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION                                                                                                                                                                            |           |          |                    |                           |                         | EACH OCCURRENCE<br>AGGREGATE                                                                                                                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                    | N/A       |          |                    |                           |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT                                                                                                                       |
| B        | <b>Participant Accident</b>                                                                                                                                                                                                                                                                                     |           |          | 9ZAID0003450195700 | 03/29/2022<br>1:07 PM EDT | 03/01/2023<br>12:01 AM  | AD&D \$25,000<br>PRIMARY MEDICAL NONE<br>EXCESS MEDICAL \$100,000<br>WEEKLY INDEMNITY NONE                                                                                                                                                                                   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The certificate holder named below is named as an additional insured under the policy but only as respects to the operation of the named insured. The inclusion does not increase the limit of liability under the policy.  
 See Attached Additional Remarks Schedule

|                                                                                           |                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>City of Billings<br>210 N. 27th Street<br>Billings, MT 59101 | <b>CANCELLATION</b><br>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>AUTHORIZED REPRESENTATIVE<br> |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

AGENCY CUSTOMER ID:  
LOC #**ACORD**<sup>TM</sup>**ADDITIONAL REMARKS SCHEDULE****Page 1 of 1**

|                                                                                  |                    |                                                                                                  |  |
|----------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------------------------------|--|
| AGENCY<br>K&K Insurance Group, Inc.<br>1712 Magnavox Way<br>Fort Wayne, IN 46804 |                    | NAMED INSURED<br>The American Legion, American Legion Departments and Teams<br>Billings Scarlets |  |
| POLICY NUMBER<br>6LKRO000009039600                                               |                    |                                                                                                  |  |
| CARRIER<br>National Casualty Insurance Company                                   | NAIC CODE<br>11991 | EFFECTIVE DATE: 03/29/2022                                                                       |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25                      FORM TITLE      Certificate of Liability Insurance

Coverage is provided to the Named Insured under the policy for baseball operations and activities that are scheduled, sanctioned, approved, organized, and supervised by the insured that includes but not limited to tryouts, practices, clinics, operation of concession stands at covered activities, games, tournaments including American Legion sanctioned tournaments and tournaments sanctioned by other governing bodies, fund raising drives, field maintenance, event set-up and tear-down periods, parades in which the covered team participates, awards banquets, conferences, ceremonies and meetings.  
(Owner/Lessor of Premises)

**City Council Regular**

**Date:** 12/19/2022  
**Title:** Billings American Legion Baseball Use Agreement  
**Presented by:** Pigg Michael, Superintendent  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review** Yes

---

**RECOMMENDATION**

The Parks and Recreation Department recommends the approval of the agreement between the City and Billings American Legion Baseball.

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

The City of Billings 2017 Parks Comprehensive Plan recommends that the Parks and Recreation Department formalize agreements with Partners and user groups. This agreement is consistent with agreements the Department has with other user groups. This agreement formalizes the relationship between the city of Billings Parks and the Billings American Legion Baseball (BALB) for care and maintenance of Pirtz field at Stewart Park and the responsibilities of both parties. Parks Staff worked closely with the BALB Board of Directors in the creation of the agreement, and have all agreed with the content. The Parks and Recreation Advisory Board has voted to recommend to Council to approve this agreement. This agreement protects both the Citizens of Billings and the BALB.

**STAKEHOLDERS**

The Stakeholders in this agreement are the City of Billings and Billings American Legion Baseball.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

There are no fiscal effects to this agreement.

**SUMMARY**

This agreement has been approved by both the Legion Baseball Association, the Parks and Recreation Department and the Park and Recreation Advisory Board recommend the approval of the agreement. The agreement protects both the Legion Baseball Association and the City of Billings.

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Attachments

Agreement

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**Certificate Of Completion**

|                                                                                                |                          |
|------------------------------------------------------------------------------------------------|--------------------------|
| Envelope Id: 5A633FD8D80943D39AAEE4AD456127B8                                                  | Status: Completed        |
| Subject: Contract for signatures: Use Agreement between the City and Billings American Legion. |                          |
| Source Envelope:                                                                               |                          |
| Document Pages: 20                                                                             | Signatures: 2            |
| Certificate Pages: 5                                                                           | Initials: 0              |
| AutoNav: Enabled                                                                               | Envelope Originator:     |
| Envelopeld Stamping: Enabled                                                                   | Mike Pigg                |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)                                              | piggm@billingsmt.gov     |
|                                                                                                | IP Address: 161.7.21.113 |

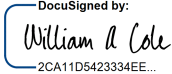
**Record Tracking**

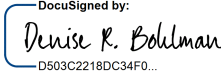
|                      |                      |                    |
|----------------------|----------------------|--------------------|
| Status: Original     | Holder: Mike Pigg    | Location: DocuSign |
| 1/17/2023 1:26:53 PM | piggm@billingsmt.gov |                    |

**Signer Events**

| Signer Events                                                                                                                                                                                                          | Signature                                             | Timestamp                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Liz Kampa<br>kampal@billingsmt.gov<br>City Administrator<br>City of Billings<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <b>Completed</b><br><br>Using IP Address: 161.7.21.31 | Sent: 1/17/2023 1:41:42 PM<br>Viewed: 1/18/2023 11:56:58 AM<br>Signed: 1/18/2023 11:57:19 AM |

|                                                                                                                                                                                                         |                                                       |                                                                                               |
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| Thomas Pardy<br>pardyt@billingsmt.gov<br>Deputy City Attorney<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <b>Completed</b><br><br>Using IP Address: 161.7.21.98 | Sent: 1/18/2023 11:57:23 AM<br>Viewed: 1/19/2023 10:09:18 AM<br>Signed: 1/19/2023 10:09:26 AM |
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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| William A Cole<br>coleb@billingsmt.gov<br>Mayor<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 12/3/2020 8:46:12 AM<br>ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a | <p>DocuSigned by:</p>  <p>2CA11D5423334EE...</p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 72.175.160.94</p> | Sent: 1/19/2023 10:09:30 AM<br>Viewed: 1/20/2023 6:00:58 AM<br>Signed: 1/23/2023 3:59:16 PM |
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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Denise R. Bohlman<br>bohlmand@billingsmt.gov<br>City Clerk<br>City of Billings<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <p>DocuSigned by:</p>  <p>D503C2218DC34F0...</p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 161.7.21.24</p> | Sent: 1/23/2023 4:06:40 PM<br>Viewed: 1/23/2023 4:12:23 PM<br>Signed: 1/23/2023 4:16:04 PM |
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**In Person Signer Events**

Signature

Timestamp

**Editor Delivery Events**

Status

Timestamp

**Agent Delivery Events**

Status

Timestamp

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

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| Liz Kampa<br>kampal@billingsmt.gov<br>City Administrator<br>City of Billings<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>VIEWED</b></div><br><br>Using IP Address: 161.7.21.31 | Sent: 1/23/2023 3:59:22 PM<br>Viewed: 1/23/2023 4:06:40 PM |
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| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
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| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

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

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|                     |                  |                      |
|---------------------|------------------|----------------------|
| Envelope Sent       | Hashed/Encrypted | 1/17/2023 1:41:42 PM |
| Certified Delivered | Security Checked | 1/23/2023 4:12:23 PM |
| Signing Complete    | Security Checked | 1/23/2023 4:16:04 PM |
| Completed           | Security Checked | 1/23/2023 4:16:04 PM |

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

| Electronic Record and Signature Disclosure |
|--------------------------------------------|
|--------------------------------------------|

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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### **Consequences of changing your mind**

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

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

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kampal@billingsmt.gov](mailto:kampal@billingsmt.gov)

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

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

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kampal@billingsmt.gov](mailto:kampal@billingsmt.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

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

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

|                                               | Fiscal Year Ending<br><u>09/30/25</u> | Fiscal Year Budget<br><u>10/1/2025</u> |
|-----------------------------------------------|---------------------------------------|----------------------------------------|
| <b>REVENUES:</b>                              |                                       |                                        |
| Pirtz Concession Revenue                      | 55,396                                | 48,000                                 |
| COGS - Concessions                            | <u>(28,255)</u>                       | <u>(30,000)</u>                        |
| <b>Gross Profit - Concessions</b>             | <b>27,141</b>                         | <b>18,000</b>                          |
| <b>Season Ticket Sales</b>                    | <b>2,408</b>                          | 0                                      |
| <b>Gate Ticket Income</b>                     | <b>6,738</b>                          | 8,000                                  |
| <b>50-50 Income</b>                           | <b>1,312</b>                          | 1,000                                  |
| <b>Pirtz Rental</b>                           | <b>22,200</b>                         | 21,000                                 |
| <b>GROSS PROFIT</b>                           | <b>59,799</b>                         | <b>48,000</b>                          |
| <b>EXPENSES:</b>                              |                                       |                                        |
| <b>Advertising</b>                            |                                       |                                        |
| <b>Drug Screening</b>                         |                                       |                                        |
| <b>Game Security</b>                          |                                       |                                        |
| <b>Dues and Subscriptions</b>                 | <b>3,856</b>                          | 4,000                                  |
| <b>Equipment and Uniforms</b>                 | <b>59,307</b>                         | 40,000                                 |
| Field Maintenance:                            |                                       |                                        |
| Mustang Fee and Billings Lease                | 7,966                                 | 8,000                                  |
| Pirtz Maintenance and CapEx                   | 16,215                                | 16,000                                 |
| Other Maintenance/Utilities                   | <u>4,145</u>                          | <u>4,000</u>                           |
| <b>Total Field Maintenance</b>                | <b>28,326</b>                         | <b>28,000</b>                          |
| Insurance:                                    |                                       |                                        |
| Property and Umbrella                         | 9,442                                 | 9,500                                  |
| Workers Compensation                          | 959                                   | 1,000                                  |
| S.A. Van Dyk                                  | <u>1,172</u>                          | <u>1,600</u>                           |
| <b>Total Insurance</b>                        | <b>11,573</b>                         | <b>12,100</b>                          |
| <b>Office/Administrative &amp; Website</b>    | <b>2,659</b>                          | <b>3,000</b>                           |
| Payroll:                                      |                                       |                                        |
| Coaches                                       | 101,000                               | 101,000                                |
| Other                                         | <u>20,500</u>                         | <u>20,500</u>                          |
| <b>Total Payroll</b>                          | <b>121,500</b>                        | <b>121,500</b>                         |
| <b>Payroll Taxes</b>                          | <b>9,927</b>                          | 10,000                                 |
| <b>Coaches Training</b>                       |                                       |                                        |
| <b>Professional Fees</b>                      | <b>16,963</b>                         | 15,000                                 |
| <b>Rents</b>                                  | <b>250</b>                            |                                        |
| <b>Taxes and Licenses</b>                     | <b>0</b>                              | 250                                    |
| <b>Tournament Registrations</b>               | <b>6,846</b>                          | 7,000                                  |
| Bus Expense:                                  |                                       |                                        |
| Contract Labor - Drivers                      | 4,350                                 | 9,000                                  |
| Fuel                                          | 13,656                                | 14,000                                 |
| Insurance                                     | 8,152                                 | 8,282                                  |
| Repairs                                       | 7,930                                 | 5,500                                  |
| Loan Payments(Prin & Int)                     | 2,856                                 | 0                                      |
| Other                                         | <u>4,053</u>                          | <u>4,000</u>                           |
| <b>Total Bus Expense</b>                      | <b>40,997</b>                         | <b>40,782</b>                          |
| <b>Meals and Entertainment</b>                | <b>29,984</b>                         | 37,600                                 |
| <b>Motels</b>                                 | <b>59,142</b>                         | 55,900                                 |
| <b>Other Travel</b>                           | <b>12,216</b>                         | 18,000                                 |
| <b>Annual Triple Play Memberships</b>         | <b>39,840</b>                         | 39,840                                 |
| <b>Umpires</b>                                | <b>17,475</b>                         | 18,500                                 |
| <b>Other Miscellaneous</b>                    | <b><u>3,164</u></b>                   | <u>4,000</u>                           |
| <b>TOTAL EXPENSES</b>                         | <b>464,025</b>                        | <b>455,472</b>                         |
| <b>NET INCOME</b>                             | <b>(404,226)</b>                      | <b>0</b>                               |
| <b>Fundraised Amount</b>                      | 396,881                               | 368,222                                |
| <b>Total Profit or Loss After Fundraising</b> | <b>(7,345)</b>                        | <b>(39,250)</b>                        |

**City Council Regular Business Meeting**

**Meeting Date:** 01/26/2026  
**TITLE:** Copper Farms Subdivision - Preliminary Major Subdivision  
**PRESENTED BY:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** PZX-25-00175

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**RECOMMENDATION**

The Planning Board recommends City Council conditionally approve the preliminary plat of Copper Farms Subdivision and the Findings of Fact be adopted as presented in the staff report.

**EXECUTIVE SUMMARY**

The developers of Copper Farms Subdivision (formerly Copper Square Subdivision) are intending to create an 11-lot commercial subdivision. The subdivision will be constructed in two phases. Staff recommended to the Planning Board to conditionally approve the preliminary plat and SIA, and accept the Findings of Fact; and the Planning Board in turn is recommending to the City Council to conditionally approve the preliminary plat and SIA, and accept the Findings of Fact.

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

On November 3, 2025, Performance Engineering, on behalf of Paddy Shack, LLC, applied for preliminary major plat approval for Copper Farms Subdivision. The proposed subdivision creates 11 lots for development. The subject property is generally located south of Rimrock Road and east of 62nd Street West. The property is zoned CMU 1 (Corridor Mixed Use 1) & CMU 2 (Corridor Mixed Use 2). The land is currently used as agricultural land. A hearing associated with the annexation and zoning of the property occurred on November 24, 2025. During the hearing, Council required that the property have an annexation agreement (approved on December 15, 2025) to reflect the non-expiring Waiver of Right to Protest.

**VARIANCES**

No variances are requested.

**PROPOSED CONDITIONS OF APPROVAL**

1. To minimize the effects on local service prior to final plat approval, the applicant shall show on the face of the plat and provide for construction within the Subdivision Improvements Agreement (SIA) of an approved turnaround at the southern end of proposed Road B.
2. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents and businesses in the future development.
3. To provide correct documentation and timelines for the proposed phasing of the subdivision, prior to final plat, the applicant will include proposed opening dates for the phases and the correct documentation for future phases, restrictions on conveyances, and a release form.
4. 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.
5. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

**PROCEDURAL HISTORY**

Pre-Application Meeting: September 18, 2025  
Preliminary Plat application submitted to Planning Division: November 3, 2025  
Departmental Review Meeting: November 13, 2025  
Preliminary Plat Resubmittal: November 20, 2025  
Planning Board Plat Review: December 9, 2025  
Planning Board Public Hearing: December 23, 2025  
Preliminary Plat to City Council: January 26, 2026  
60 Working-Day Preliminary Plat Review period ends: February 4, 2026

## **PLAT INFORMATION**

General Location: south of Rimrock Road and east of 62nd Street West  
Legal Description: Lot 7, Sunny Cove Fruit Farms  
Owner/Subdivider: Paddy Shack, LLC  
Engineer/Surveyor: Performance Engineering  
Existing Zoning: CMU 1 (Corridor Mixed Use 1) & CMU 2 (Corridor Mixed Use 2).  
Existing Land Use: Agricultural land  
Proposed Zoning: CMU 1 (Corridor Mixed Use 1) & CMU 2 (Corridor Mixed Use 2)  
Proposed Land Use: Commercial Development  
Gross Area: 8.95 Acres  
Lot Size Minimum: 0.45 Acres  
Lot Size Maximum: 3.00 Acres  
Parkland Requirements: N/A, as this is a commercial subdivision.

## **Phasing**

The subdivision will be constructed in two phases. Public improvements associated with these phases shall be constructed or monetarily guaranteed prior to opening the phase.

- Phase 1: Lots 1-6
- Phase 2 Lots 7-11

## **TIS Conclusions & Recommendations**

Analysis of trip generation estimates, traffic operations, and considerations for alternative modes of transportation reveal that the proposed Copper Farms Subdivision project will have minimal impact on area traffic operations. Based on the analyses included herein, the following are recommended as appropriate:

## **Site Roadways & Accesses**

The proposed new Road A along the western boundary and 60th Street West along the eastern boundary of the proposed Copper Farms Subdivision along with the proposed Road B and Road C should incorporate the following recommendations:

- Roadways should be designed to accommodate the appropriate design vehicles, including at intersections and any proposed lot driveways.
- Street design should include considerations of the needs for non-motorized users.
- Design must also provide adequate intersection sight distance in accordance with City of Billings, Yellowstone County, MDT, and AASHTO standards.

## **Rimrock Road and Its Intersections with Road A and 60th Street West:**

- Stop control is recommended for the northbound approaches.
- For ease of design and construction coordination, installation of a dedicated westbound left-turn lane at each intersection is recommended to be incorporated with the City of Billings Rimrock Road project between 54th Street West and 62nd Street West.
- Consideration may be given to including separate left- and right-turn lanes on the northbound approaches to reduce delay for right-turning vehicles on those approaches.
- Because of the proposed development character of Copper Square Subdivision, it is recommended to utilize a WB-40 as the design vehicle at each intersection, at a minimum, and a WB-62 as a control vehicle for accommodating turning movements at each intersection. Additionally, accommodation for emergency and solid waste vehicles must be considered.
- Stop control is recommended for the eastbound, Road C approach at its intersection with 60th Street West plus the northbound and southbound, Road B approaches at its intersection with Road C.

## **FISCAL EFFECTS**

The preliminary plat of this subdivision will have no financial impact on the Planning Division.

## **STAKEHOLDERS**

### **Planning Board Public Hearing - December 23, 2025**

The Planning Board held a public hearing for this subdivision on December 23, 2025. Staff presented their findings

and recommended conditional approval.

Multiple members of the Planning Board raised questions regarding the condition of a turnaround south of Road B, sidewalks, and street lighting. Staff responded by noting the north end of the development will include four lots at the top, with a roadway providing access back to Road A. It was noted that the commercial development would be installing street lights, although this is not required under the Subdivision Regulations. Access easements were also discussed, including a 10-foot sidewalk easement located on Lot 5. The Board had no further questions. President Gravgaard opened the Public Hearing. No public comments were received. President Gravgaard closed the Public Hearing. Board member Staley made a motion to recommend conditional approval, the motion was seconded by Board member Ronquillo and passed unanimously.

## **ALTERNATIVES**

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60-working day review period for the proposed plat ends February 4, 2026. State and City subdivision regulations also require that the preliminary plat be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60-working day review period, the City Council is required to:

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

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## **Attachments**

Findings of Fact  
Preliminary Plat  
Draft Subdivision Improvement Agreement  
Traffic Study  
Mayor's Letter

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## FINDINGS OF FACT

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

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

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

The subject property is agricultural land. Perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

### **2. Effect on local services**

- a. **Utilities** – Water service will be provided by the City of Billings. New individual services will be provided to all the lots, and new fire hydrants will be installed as required by the City Fire Department. The water service for this subdivision comes from Rimrock Road with phase 1 development. During phase 2 development, a water line will be installed in 60<sup>th</sup> Street West. Connection to that water line will be made and provide water to the east side of the subdivision. Connection to loop the water lines in the subdivision will be done to provide equalized water pressure. Any needed extension of those water lines will be installed by the subdivider to meet the requirements of the City of Billings Engineering Department regulations. The subdivider will install all new water lines in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Engineering/Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, A, Water.

Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains from Rimrock Road and to a future sanitary sewer to be built in 60<sup>th</sup> Street West. There is an existing sewer main in Rimrock Road. All new services shall be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, B, Sanitary Sewer.

Private Utilities will be provided from existing facilities to the subdivision. No additional easements on the lot frontage have been requested.

**Stormwater** – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into a temporary retention pond located on the south side of the constructed roadway within the existing 60<sup>th</sup>

Street West Right of way. Until such time in the future the roadway is extended to the south. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

- b. **Solid Waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- c. **Streets** – The subdivision is adjacent to Rimrock Road. Rimrock Road is a developed right of way and no street improvements are anticipated at this time. The applicant will be dedicating additional right of way so there is the correct amount for future use. Street improvements are included in the Waiver of Right to Protest Future Special Improvement Districts. In the future when phase 2 is begun the applicant will be required to build a half road width for 60<sup>th</sup> Street West. A half width of road is 30 feet of hard surface road. Phase 2 shall also include the construction of an approved turnaround at the southern end of Road B. **(Condition #1)**

The sidewalks will be installed by the respective lot owner on a lot-by-lot basis, as lots develop. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. The developer will also install all ADA required ramps at the intersections within the proposed subdivision. This information is all in the SIA under the heading Transportation.

- d. **Emergency Services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is Station #7, approximately 1.73 road miles or 3 minutes driving time to the subject property. The subdivision is located within the ambulance service area of American Medical Response (AMR).
- e. **Schools** – School District #2 provides educational services to elementary through high school students. At the time of the writing of this staff report, School District 2 did not respond to requests to review this proposal.
- f. **Parks and Recreation** – This subdivision is for commercial development. No parkland is required for commercial developments.
- g. **Mail Delivery** - The USPS will provide postal service to the subdivision and has indicated that centralized mailbox units will be required. The developer will need to coordinate mailbox locations with the postal service. **(Condition #2)**
- h. **Phasing** - The subdivision is proposed to be constructed in phases as defined below. Public improvements associated with these phases shall be constructed or monetarily guaranteed prior to opening the phase. **(Condition #3)**

- Phase 1: Lots 1-6

- Phase 2 Lots 7-11

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

The subject property is currently agricultural land with the proposed use of commercial development. The property is not located in a floodplain. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

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

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

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

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

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

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

## **C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]**

### **1. City of Billings 2016 Growth Policy**

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

#### **A. Essential Investments:**

1. Infill development and development near existing City infrastructure may be the most cost-effective.
2. Neighborhoods that are safe and attractive and provide essential services are much desired.

#### **B. Prosperity:**

1. Community investments that attract and retain a strong, skilled, and diverse workforce also attract businesses.

### **2. 2001 West Billings Plan**

The proposed subdivision is consistent with the following goals of the West End Area Plan.

**A. Planned Growth**

1. Conserving land and natural resources by limiting sprawl (unplanned and unmanaged growth) through achieving more compact development.
2. Reserving key land parcels for parks and open space.
3. Having mixed land use to allow shorter automobile trips, more walking, and less automobile reliance.

**3. 2023 Billings Urban Area Long Range Transportation Plan**

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

**4. Billings Area Bikeway and Trail Master Plan (BABTMP)**

The proposed subdivision is within the jurisdiction of the Billings Area Bikeways and Trail Master Plan. The Billings Area Bikeway and Trail Master Plan identifies a future bike lane on Rimrock Road, to be constructed when road is built or widened, adjacent to the subdivision. No additional improvements of this nature are anticipated.

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

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

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

The subject property is located within CMU 1 and CMU 2 zoning. The lot frontages conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

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

The subdivider will provide utility easements as requested by private utility companies on the face of the plat.

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

Legal and physical access is provided to the proposed will be from Rimrock Road. New internal accesses will provide circulation to individual lots.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Copper Square Subdivision 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 West End Area Plan, and does not conflict with the Transportation or Bikeway/Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

The Planning Board recommends to City Council that the preliminary plat of Copper Square Subdivision be conditionally approved and adopt the Findings of Fact as presented in the staff report.

# PRELIMINARY PLAT OF COPPER FARMS SUBDIVISION

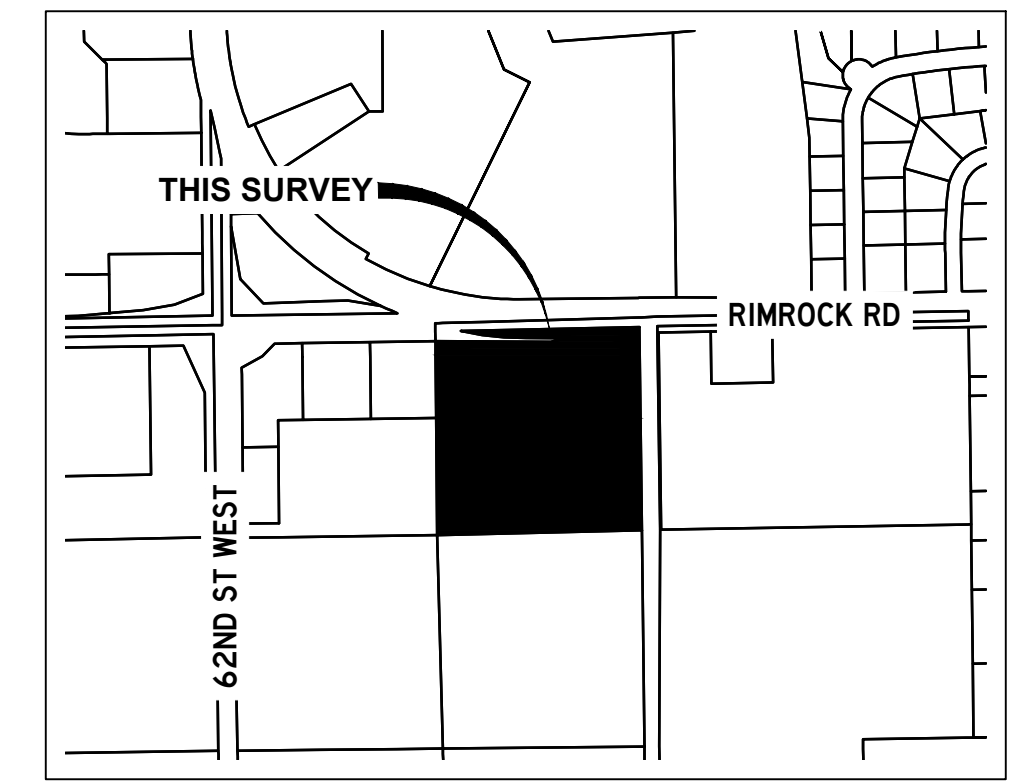
BEING LOT 7 OF SUNNY COVE FRUIT FARMS  
LOCATED IN THE NW1/4 OF THE NW1/4 OF SECTION 31, TOWNSHIP 01 NORTH, RANGE 25 EAST, P.M.M.,  
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : PADDY SHACK, LLC

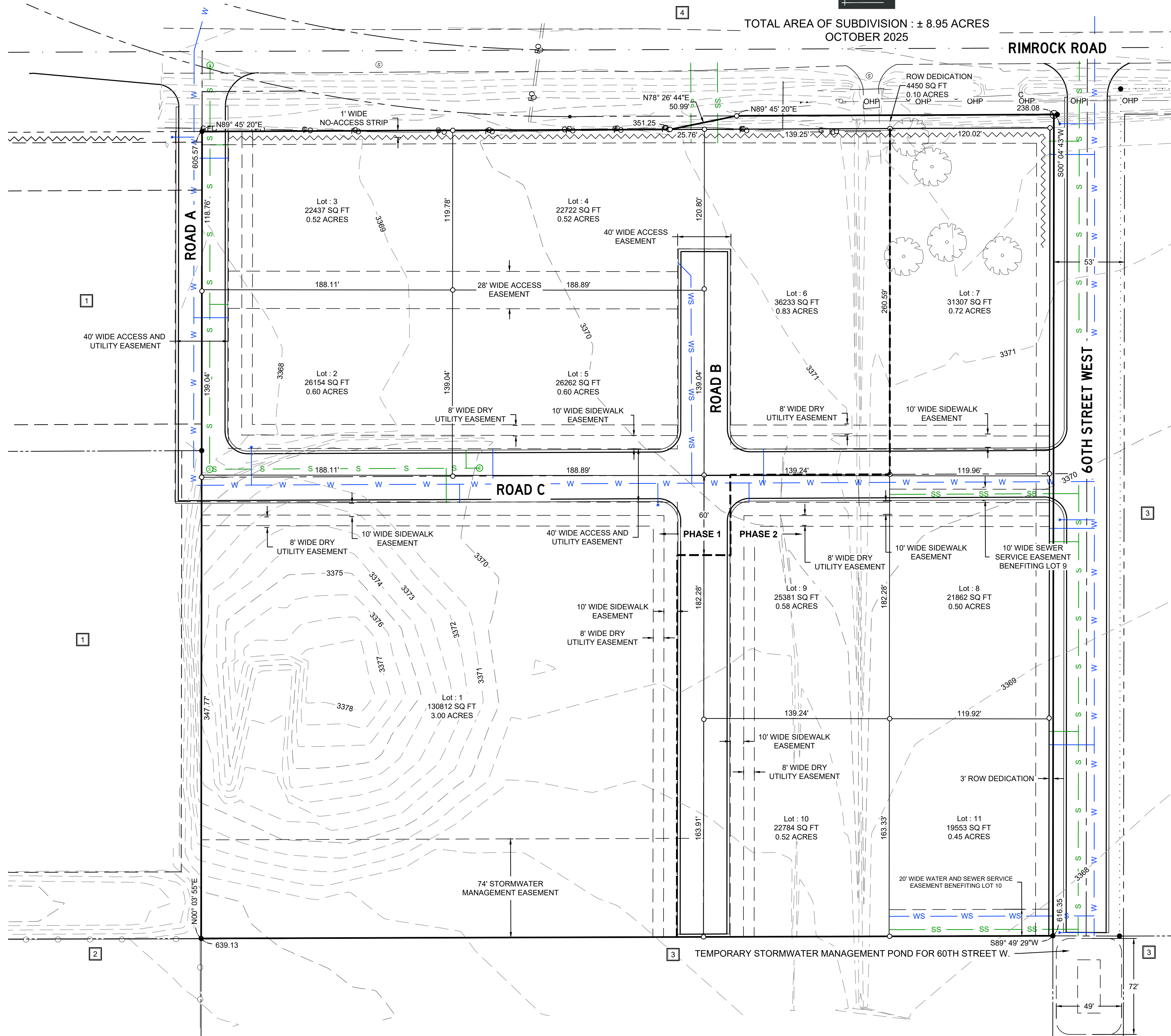


PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION : ± 8.95 ACRES  
OCTOBER 2025



VICINITY MAP  
NOT TO SCALE



| SITE DATA                  |            |
|----------------------------|------------|
| GROSS AREA                 | 8.95 AC    |
| NET AREA                   | 8.85 AC    |
| LOT COUNT                  | 11         |
| MAX. LOT AREA              | 3.00 AC    |
| MIN. LOT AREA              | 0.45 AC    |
| EXISTING ZONING            | RR3        |
| PROPOSED ZONING            | CMU2, CMU1 |
| REQ'D. PARKLAND DEDICATION | N/A        |

**ADJOINING LANDOWNER INFORMATION**

- 1 DANIEL PROPERTY, LLC  
2047 BROADWATER AVE, STE 1  
BILLINGS, MT 59102
- 2 JACOB & KAYCIE LAGRONE  
2605 62ND ST WEST  
BILLINGS, MT 59106
- 3 THOMAS E ROMINE  
1128 N 32ND ST  
BILLINGS, MT 59101
- 4 NEMER-TOPP REVOCABLE TRUST, ET. AL.  
PO BOX 939  
PAONIA, CO 81428

**MUNICIPAL FACILITIES EXCLUSION**

This survey is not subject to review by the Department of Environmental Quality under the Sanitation Act pursuant to Section 76-4-125(1)(d)(i), MCA. \*New divisions of land subject to review under the Platting Act.\*



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

**Copper Farms Subdivision**

**Table of Contents**

**(City of Billings)**

|       |                                                             |    |
|-------|-------------------------------------------------------------|----|
| I.    | Variances.....                                              | 2  |
| II.   | Property Conditions and Information for Lot Purchasers..... | 3  |
| III.  | Transportation.....                                         | 4  |
| IV.   | Emergency Service.....                                      | 6  |
| V.    | Storm Drainage.....                                         | 7  |
| VI.   | Utilities.....                                              | 7  |
| VII.  | Parks/Open Space.....                                       | 9  |
| VIII. | Irrigation.....                                             | 10 |
| IX.   | Soils/Geotechnical Study.....                               | 10 |
| X.    | Phasing of Improvements.....                                | 10 |
| XI.   | Financial Guarantees.....                                   | 10 |
| XII.  | Legal Provisions Applying to Subdivider.....                | 10 |

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

**Copper Farms Subdivision**

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between *Rimrock and 60th, LLC*, whose address for the purpose of this agreement is **1248 Ponderosa Drive, Billings, MT 59102**, hereinafter referred to collectively as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the plat of *Copper Farms Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Board of Planning recommended conditional approval of a preliminary plat of *Copper Farms Subdivision*; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the City Council conditionally approved a preliminary plat of *Copper Farms Subdivision*; 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 *Copper Farms Subdivision* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

**I. VARIANCES**

Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City’s Subdivision Regulations (Section 23.1101, BMCC):

1. No variances are requested.

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

- A.** Lot owners will be required to construct sidewalk along the segment of the existing access road(s) that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.
- B.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- C.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- D.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners without written approval from upstream and downstream users.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- F.** The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

- G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

### III. TRANSPORTATION

#### A. Streets

- Rimrock Road is designated as an arterial street. The City of Billings is requiring a 120-foot right-of-way for Rimrock Road. The existing half right-of-way is between 50 and 60 feet along the property frontage. This subdivision will dedicate right-of-way to establish a full 60-foot half right-of-way adjacent to the subdivision. The Subdivider will be required to participate/contribute to either a Special Improvement District or Work Order for any future improvements along Rimrock Road including widening, curb and gutter, and sidewalk or trail.
- 60<sup>th</sup> Street West is designated as a residential local access road. The City of Billings is requiring a 56-foot right-of-way for 60<sup>th</sup> Street West. The existing right-of-way is 53-feet along the property frontage. This subdivision will dedicate an additional 3-feet to establish a full 56-foot right-of-way along the entire property frontage.
- Road A, Road B and Road C are private roads constructed within a 40-foot wide access easement.
- Road A, Road B and Road C are constructed to a width of 39-feet back-of-curb to back-of-curb, in accordance with City of Billings Subdivision requirements for commercial roads.
- 60<sup>th</sup> Street West will be constructed as part of Phase 2 of the Subdivision. Should 60<sup>th</sup> Street West not be constructed prior to such time, the Subdivider will be responsible to construct the west curb line and 30' of asphalt pavement. Should 60<sup>th</sup> Street West be constructed prior to Phase 2 of the Subdivision, the Subdivider will be responsible to construct the remaining asphalt width and west curb and gutter.
- A Traffic Impact Study has been completed for the *Copper Farms Subdivision*. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense based on the additional lots created with the *Copper Farms Subdivision*. The percentage of traffic contributions to the following intersections shall be in accordance with the approved traffic impact study:

- A. Rimrock Road & 58<sup>th</sup> Street West / Glynn Abbey Way – 4.00%
- B. Rimrock Road & 54<sup>th</sup> Street West – 3.83%

The cash contributions shall be based on the percent of traffic contributions to the intersections based on the total cost of an intersection as determined by City Engineering for the year in which the contribution is made. These cash contributions for the intersection improvements will be made prior to final plat approval. The percentage of contributions are as outlined within the Traffic Impact Study for *Copper Farms Subdivision* as submitted with the preliminary plat.

#### **B. Sidewalks**

- Individual lot owners will be responsible for the construction of the sidewalks adjacent to the public right-of-way, unless constructed as part of a City Work Order or SID, as well as the private roads fronting their lot at the time of lot construction and shall be included in each building permit.
- ADA ramps shall be installed by the Subdivider at the time of construction of public improvements.

#### **C. Street Lighting**

- Street lighting will be required along 60<sup>th</sup> Street West at the time it is constructed. A Street Light Maintenance District will be created in the future and is included in the waiver of right to protest.

#### **D. Traffic Control Devices**

- Street name signs for streets within the subdivision, or located immediately adjacent thereto, shall be furnished and installed in accordance with the specifications of the City of Billings Public Works and Fire Departments.
- No traffic signals are required within this subdivision. Stop signs shall be installed on the northbound lane of Road A at the intersection of Rimrock Road, on the eastbound lane of Road C at the intersection of 60<sup>th</sup> Street West, as well as on the north and south legs of Road B's intersection with Road C. 60<sup>th</sup> Street West will be stop controlled in the north bound direction at its intersection with Rimrock Road.
- The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and approved by the City of Billings Public Works Department.

#### **E. Access**

- In Phase 1, the Subdivision will be accessed from Rimrock Road with a 40-foot wide access easement along the common property line of Tule Ridge Subdivision and *Copper Farms Subdivision* (20' on each side of the common property line). A right turn lane is required to be installed for the eastbound lane of Rimrock Road for the approach as identified in the Traffic Accessibility Study and SIA for the Tule Ridge Subdivision as well as the TIS for *Copper Farms Subdivision*.
- A second 40-foot wide access will be located off 60<sup>th</sup> Street West, both of which will be constructed as part of Phase 2 of the Subdivision. The centerline of the access being approximately 260-feet from the northeast corner of the subdivision.
- Private streets within the Subdivision shall allow public access through 40-foot wide access easement.

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

- The Billings Area Bikeway and Trail Master Plan identifies a future bike lane on Rimrock Road, to be constructed when the road is built or widened, adjacent to the subdivision.
- The Billings Area Bikeway and Trail Master Plan also identifies a shared-use path north of Rimrock Road, adjacent to the subdivision.

#### **G. Public Transit**

- No improvements to public transit service are proposed for this subdivision.

### **IV. EMERGENCY SERVICE**

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

At a minimum, the following is required:

- An 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.

- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

## **V. STORM DRAINAGE**

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

Stormwater management of improvements within the 60<sup>th</sup> Street West rights-of-way will be collected via curb inlets and storm drain piping in accordance with the City's Stormwater Management Manual. Collected stormwater will be discharged to a temporary retention pond located on the south side of the constructed roadway within the existing 60<sup>th</sup> Street West rights-of-way, until such time in the future the roadway is extending to the south and storm drain is available to received the flows.

## **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 extend a water main from Rimrock Road, south to the subdivision within Road A and Road C. Said waterline will

connect to the water main installed within 60<sup>th</sup> Street West at the time Phase 2 improvements are constructed. Said water main will be constructed in a public utility easement beneath Road A and Road C to the Road C intersection with 60<sup>th</sup> Street West.

- Lots 1-6 and 9 of the subdivision will be serviced from the public water main extended through the subdivision.
- Lots 7-8 and 10-11 will be serviced from the water main extended through 60<sup>th</sup> Street West right-of-way.
- The internal water main in Road A and Road C will be a 12” water main in compliance with City of Billings standards for commercial developments.
- The water main within 60<sup>th</sup> Street West will be an 8” water main as its primary use will be residential to the east and south.
- Subdivider will be responsible to reimburse the City of Billings for ½ of the water main costs within Rimrock Road, as calculated based on an average cost tabulated from the past two years.
- Should Subdivider install water line within 60<sup>th</sup> Street West as part of Phase 2 improvements, they will be reimbursed by the developer of the property to the east of 60<sup>th</sup> Street W. at the time it is connected onto. Should the development to the east construct the water line within 60<sup>th</sup> Street West prior to Phase 2, the Subdivider shall reimburse that developer for ½ the cost of the waterline as calculated based on an average cost tabulated from the past two years.
- Design/installation of fire hydrants shall be in accordance with the design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department and Fire Department. Location of fire hydrants shall be as follows:
  - At the southwest corner of the Road A and Rimrock Road intersection.
  - At the northeast corner of the Road A and Road C intersection.
  - At the southeast corner of the Road B and Road C intersection.
  - At the southeast corner of the Rimrock Road and 60<sup>th</sup> Street West intersection.
  - At the southeast corner of the Road C and 60<sup>th</sup> Street West intersection.
  - Along 60<sup>th</sup> Street West near the southern subdivision boundary.

## **B. Sanitary Sewer**

- The Subdivision will be extending sanitary sewer main from Rimrock Road south into the subdivision. At the northern boundary of the subdivision, sanitary sewer main will be extended in a public utility easement under Road A to the intersection with Road C. From this intersection, water main will extend east, in a public utility easement beneath Road C to approximately the western property line of Lot 5.
- Sanitary sewer will also be extended from Rimrock Road through 60<sup>th</sup> Street West right-of-way along the eastern boundary of the subdivision.
- Lots 1-3 and 5 of the subdivision will be serviced from the public sanitary sewer main extended through the subdivision.
- Lots 4 and 6 will be serviced from the existing sanitary sewer main located in the Rimrock Road right-of-way.
- Lots 7-11 will be serviced from the sanitary sewer main extended through 60<sup>th</sup> Street West right-of-way.
- Subdivider will be responsible to reimburse the City of Billings for ½ of the sewer main costs within Rimrock Road, as calculated based on an average cost tabulated from the past two years.
- Should Subdivider install sewer line within 60<sup>th</sup> Street West as part of Phase 2 improvements, they will be reimbursed by the developer of the property to the east of 60<sup>th</sup> Street W. at the time it is connected onto. Should the development to the east construct the sewer line within 60<sup>th</sup> Street West prior to Phase 2, the Subdivider shall reimburse that developer for ½ the cost of the sewer line as calculated based on an average cost tabulated from the past two years.

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

All telephone, gas, electrical power, and cable television lines will be located within the easements shown on the plat. Any telephone, gas, electrical power, and cable television lines located within the private roads will be installed prior to surfacing.

## **VII. PARKS/OPEN SPACE**

There is no parkland requirement for Copper Farms Subdivision per 76-3-621(3)(b), MCA, when a land is subdivided into parcels that are all nonresidential.

## **VIII. IRRIGATION**

No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners without written approval from upstream and downstream users.

## **IX. SOILS/GEOTECHNICAL STUDY**

A geotechnical investigation was performed for the area and can be obtained from the City Engineering Department office.

## **X. PHASING OF IMPROVEMENTS**

The Subdivision will be constructed phases as defined below. Public improvements associated with these phases shall be constructed or monetarily guaranteed prior to opening the phase.

- Phase I: Lots 1-6
  - Water main will be constructed from Rimrock Road through the subdivision to the intersection of Road C and Road B.
  - Sanitary sewer will be constructed from Rimrock Road through the subdivision to approximately the western property line of Lot 5.
- Phase II: Lots 7-11
  - West curb and gutter and 30-feet of asphalt will be constructed for 60<sup>th</sup> Street West from Rimrock Road along the eastern boundary of the subdivision.
  - Water main will be constructed from Rimrock Road through 60<sup>th</sup> Street West right-of-way along the eastern boundary of the subdivision.
  - Sanitary sewer main will be constructed from Rimrock Road through 60<sup>th</sup> Street West right-of-way along the eastern boundary of the subdivision.

## **XI. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender, or by SID. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

## **XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER**

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

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

*Rimrock and 60th, LLC.*

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

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

STATE OF MONTANA )

: ss

County of )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of *Rimrock and 60th, LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

This agreement is hereby approved and accepted by the City of Billings, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“CITY”  
CITY OF BILLINGS  
MONTANA

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

Attest: \_\_\_\_\_  
City Clerk

STATE OF MONTANA     )  
                                          : ss  
County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
before me, a Notary Public in and for the State of Montana, personally appeared  
\_\_\_\_\_ and \_\_\_\_\_, known to me  
to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose  
names are subscribed to the foregoing instrument in such capacity and acknowledged to  
me that they executed the same on behalf of the City of Billings, Montana.

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

# Waiver of Right to Protest

## FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

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

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

*Copper Farms Subdivision*

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





# MEMO

To: City of Billings Departments

From: Taylor Jay Kasperick, PE, Project Manager 

Date: 9.30.2025

Re: Copper Square Subdivision Traffic Impact Summary

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This memorandum has been prepared in an effort to provide the City of Billings and reviewing departments with a summary of the Traffic Impact Study that is currently being conducted (anticipated to be complete October 17<sup>th</sup>) and planned to be submitted to the City of Billings as part of the major subdivision review at preliminary plat submittal on November 1<sup>st</sup>. This memorandum is submitted in an effort to meet the City of Billings desire for knowledge of potential traffic impacts based on the proposed subdivision to allow for determination of if the forthcoming TIS (submitted prior to November 1) will be complete and sufficient to allow review of the subdivision.

## 1. Introduction

This memorandum summarizes the anticipated traffic impacts of the proposed Copper Square Subdivision, located just east of the platted Tule Ridge Subdivision and west of the platted 60<sup>th</sup> Street West right-of-way dedicated as part of Sunny Cove Fruit Farm Subdivision. Said development is legally described as Lot 7 of Sunny Cove Fruit Farm Subdivision, less right-of-way. The analysis draws on site-specific trip generation estimates based on anticipated land uses of the proposed commercial subdivision, regional growth assumptions, and findings from recent Traffic Impact Studies (TIS) for area developments including **Trestles Subdivision (2025)**, **Sweetgrass Subdivision (2022)**, **Buffalo Crossing Subdivision (2022)**, and **Fifty-Four West Subdivision (2023)**.

## 2. Site Development, Access, and Study Intersections

### Site Development

The proposed development consists of eleven (11) commercial lots, with the concurrent zone change application contemplating a mix of Corridor Mixed Use -2 and Corridor

Mixed Use -1 zone districts. Said zone districts have been selected based on the planned use of Lot 1 (Paddy Shack – pickleball recreation facility) and currently unknown commercial uses. CMU-2 has been selected for Lot 1 based on the planned size of the pickleball facility, with CMU-1 being more appropriate for the smaller commercial lots to facilitate a mix of restaurants, retail, and office uses which are intended to compliment the “anchor” of the development, Paddy Shack. As the end use of the CMU-1 lots (Lots 2-11) are currently unknown, a mix of uses have been assumed for determining trip generation that can be experienced from the development. In determining assumed land uses, other similar developments such as Cardwell Ranch were assessed, which contain a mix of medical/office, office, coffee with drive through, and eventual restaurants.

It should be noted that the proposed Copper Square Subdivision (Subdivision) is planned to be built out in two phases, with Lots 1 through 6 being included in the first phase (2027 build-out), and Phase 2 following full build out in 2029. Traffic distribution south on 60<sup>th</sup> Street West or out of Tule Ridge Subdivision was not included in this analysis as construction timing and future development of requisite land to incorporate that distribution is unknown, and likely extending past the full build out of the subject property.

### Site Access

Access to the Subdivision at full building out will be via two existing planned access points; the full movement access in the northeast corner of Tule Ridge Subdivision (Phase 1), and via an approach onto 60<sup>th</sup> Street West (Phase 2). Said access points will connect to internal private roadways for the Subdivision (Road A, B, and C), from which direct access to created lots will be provided. No lot will have direct access to Rimrock Road, and will rather be accessed via the internal private roadways. As neither access is currently constructed, those will be built out as the subdivision is constructed. Access points are further detailed below.

- **Shared Approach with Tule Ridge (Road A)**
  - Access point has been previously agreed to as part of the Subdivision Improvement Agreement with Tule Ridge Subdivision. The owners of Tule Ridge Subdivision are agreeable to allowing said access be shared with the Subdivision. Said access point has been previously determined to necessitate, at a minimum, a right-turn slip lane for eastbound traffic to enter the development. As part of this project, it will be verified and warrants for a center left turn lane will also be assessed. It is understood from discussions with the City of Billings that it is likely a center left turn lane is already planned as part of the Rimrock Road widening project.
- **60<sup>th</sup> Street West and Rimrock Road Intersection (Road C)**
  - 60<sup>th</sup> Street West is already dedicated right-of-way. As part of the Subdivision, it is anticipated an additional three (3) feet of right-of-way will be dedicated to the City of Billings, to provide the full 56' local road right of way. The Subdivision plans to have one access point onto 60<sup>th</sup> Street West, which will be constructed through Private Contract during the second phase of the project. In preparing the TIS for this project,

eastbound right and westbound left turn lanes will be analyzed to determine if they are warranted. It is anticipated said turn lanes may be warranted.

### Study Intersections

Intersections that are being analyzed as part of the TIS include those listed below, which are common to various previous studies. Where the intersections are common to other studies, previous findings, recommendations and warrants are listed for each intersection, along with current status of implementation of those recommendations and warrants.

- 62<sup>nd</sup> Street West and Rimrock Road
  - Existing intersection with single lane roundabout.
  - Included in the Trestles Subdivision TIS and utilized to determine approximate current traffic movements (collected in 2025).
  - Intersection current Level of Service (LOS) is indicated as a A during the AM peak and as a A in the PM peak, thus operating sufficiently under current configuration as a roundabout.
  - No improvements or recommendations were identified in the previous TIS. At full build-out of Trestles Subdivision, it is anticipated this intersection would operate at a LOS of B and B for the AM and PM peak hours respectively.
- 62<sup>nd</sup> Street West and Grand Avenue
  - Existing intersection with stop control on southbound traffic on 62<sup>nd</sup> Street West. **No turn lanes present in any direction.**
  - Included in the Trestles Subdivision and Buffalo Crossing TISs and utilized to determine approximate current traffic movements (collected in 2025 and 2022 respectively).
  - Intersection current LOS is indicated as a A during the AM peak and as a A in the PM peak, thus operating sufficiently under current configuration as a roundabout. However, both the Trestles and Buffalo Crossing TISs indicate the southbound traffic at the intersection currently experiences a LOS of C in the AM peak and a LOS of B in the PM peak.
  - At full build-out of Trestles Subdivision in 2031, it is anticipated this intersection will reach a LOS of D in the southbound direction during the AM peak, and a LOS of C in the PM peak.
  - Both the Buffalo Crossing TIS (2022) and Trestles Subdivision (2025) TISs recommend incorporation of eastbound left turn lane and westbound right turn lane at the intersection of 62<sup>nd</sup> and Grand Avenue **based on existing traffic and warrant analysis.**
  - Separated southbound right turn lane and left turn lanes are recommended at this intersection at full build-out of Trestles Subdivision in 2031.
- 58<sup>th</sup> Street West and Rimrock Road
  - Existing intersection with stop control on northbound and southbound traffic on 58<sup>th</sup> Street West. **No turn lanes present in any direction.**

- Intersection was analyzed in the TIS prepared for Sweetgrass Subdivision in 2022. LOS of the intersection at that time was A in both the AM and PM peaks, with the southbound direction AM movements being the worst case LOS of C.
- Generally, the majority of traffic at this intersection is through heading east and west in the AM and PM peak hours.
- At full build-out of Sweetgrass Subdivision in 2027, the LOS of this intersection is projected to remain a levels of A in both the AM and PM peaks, with the majority of traffic added being right turns from 58<sup>th</sup> Street West to head east on Rimrock Road.
- It is recommended to install a westbound left turn lane on Rimrock Road at full building out of Sweetgrass Subdivision 2027.
- 54<sup>th</sup> Street West and Rimrock Road
  - Existing signalized intersection with the following lanes:
    - Northbound dedicated left turn lane
    - Southbound dedicated left turn lane
    - Westbound dedicated through, right, and left lanes
    - Eastbound dedicated left turn lane
  - Intersection was analyzed in each TIS prepared for Sweetgrass Subdivision (2022), Buffalo Crossing Subdivision (2022), Fifty-Four West Subdivision (2023), and Trestles Subdivision (2025).
  - Generally, the majority of traffic at this intersection is through heading east and west on Rimrock Road in the AM and PM peak hours. When comparing to 58<sup>th</sup> Street West, more existing traffic utilizes 54<sup>th</sup> Street West to travel to/from Rimrock Road to Grand Avenue when compared to 58<sup>th</sup> Street West.
  - As noted in the Trestles Subdivision TIS, the intersection currently operates at a LOS of B in both the AM and PM peaks, with the north and south bound legs of the intersections experiencing the highest queues and lowest LOS in the AM and PM peaks of C.
  - Recommendations from the Buffalo Crossing TIS including dedicated left turn lanes in each direction have been incorporated.
  - It is recommended in the Trestles Subdivision TIS that signal timing should be updated to allow for increased green time in the eastbound and westbound through directions to maintain or improve LOS at full build out.

### 3. Trip Generation Summary

To assess the potential impact of the proposed Subdivision on adjacent intersections and roadways, land use assumptions were made for each lot and ITE *Trip Generation Manual (12th Edition)* was utilized to determine appropriate trip generation. Based on the project's locale, and the lack of existing adjacent commercial uses, it is anticipated that trips generated for the development will include a higher rate of "pass-by" traffic. This assumption is largely confirmed when looking at traffic flows from TISs completed for other area developments, in particular Trestles Subdivision which shows approximately 80% of the traffic on Rimrock Road is eastbound in the morning peak hour, and roughly 65% of the traffic on Rimrock Road is westbound in the evening peak

hour. The full TIS will dive into this trend in further detail, but initial findings would indicate that having a commercial development in this area of Billings may reduce impact at intersections and roadways further away from the Subdivision by providing commercial uses closer to an area of town with a high number of residential dwellings and limited commercial facilities. Further, it is likely that a predominant majority of trips generated by the Subdivision in the AM peak will be those entering from the eastbound lane of Rimrock Road (right turn in), and exiting vehicles will also turn right onto Rimrock Road to head east. In the PM peak, it is anticipated this trend will flip, with westbound vehicles on Rimrock Road turning left into the Subdivision, and a more equal split occurring with exiting vehicles heading east and west on Rimrock Road.

Preliminary assumptions for Trip Generation based on anticipated uses and ITE's Trip Generation Manual are provided below.

| Lot        | Use                       | GFA/Independent Variable | ITE Trip Generation Land Use Code | AM Peak Hour of Adjacent Street |            |           | PM Peak Hour of Adjacent Street |            |           | ADT         |
|------------|---------------------------|--------------------------|-----------------------------------|---------------------------------|------------|-----------|---------------------------------|------------|-----------|-------------|
|            |                           |                          |                                   | Total                           | In         | Out       | Total                           | In         | Out       |             |
| 1          | Paddy Shack               | 6 Courts                 | 491                               | 0                               | 0          | 0         | 23                              | 23         | 0         | 166         |
| 2          | Office                    | 4000 SF                  | 712                               | 7                               | 5          | 2         | 9                               | 3          | 6         | 58          |
| 3          | Medical/Dental Office     | 4000 SF                  | 720                               | 13                              | 11         | 2         | 13                              | 4          | 9         | 144         |
| 4          | Restaurant                | 2500 SF                  | 932                               | 24                              | 13         | 11        | 23                              | 14         | 9         | 268         |
| 5          | Restaurant                | 2500 SF                  | 932                               | 24                              | 13         | 11        | 23                              | 14         | 9         | 268         |
| 6          | Restaurant                | 3000 SF                  | 932                               | 29                              | 16         | 13        | 27                              | 17         | 10        | 322         |
| 7          | Coffee with Drive Through | 631/631/2500 SF          | 937                               | 95                              | 48         | 47        | 38                              | 19         | 19        | 1334        |
| 8          | Retail                    | 3000 SF                  | 876                               | 3                               | 2          | 1         | 12                              | 6          | 6         | 199         |
| 9          | Office                    | 4000 SF                  | 712                               | 7                               | 5          | 2         | 9                               | 3          | 6         | 58          |
| 10         | Office                    | 4000 SF                  | 712                               | 7                               | 5          | 2         | 9                               | 3          | 6         | 58          |
| 11         | Retail                    | 3000 SF                  | 876                               | 3                               | 2          | 1         | 12                              | 6          | 6         | 199         |
| <b>Sum</b> |                           |                          |                                   | <b>212</b>                      | <b>120</b> | <b>92</b> | <b>198</b>                      | <b>112</b> | <b>86</b> | <b>3074</b> |

#### 4. Trip Distribution and Assignment

Based on traffic distribution noted from previous studies, it is anticipated that a majority of traffic currently traveling around the Subdivision is heading east on Rimrock Road in the morning peak, and west on Rimrock Road in the evening peak. Utilizing this knowledge, the trip distribution included in the attached figure was prepared, with primary trip distribution provided as well as secondary trip distribution. This distributions will be confirmed throughout preparation of the full TIS utilizing computerized travel demand models, calculation of travel time for various routes, and the aforementioned existing traffic patterns.

Given the trip distributions noted in the provided figure, it is anticipated trips generated for the proposed Subdivision will largely be attributed to vehicles already passing through study intersections and included on each roadways traffic counts. In other words, given the planned uses, provision of commercial uses such as restaurants, retail, office, and recreation (Paddy Shack) will provide these uses closer to a residential hub which will provide an offering that residents are currently traveling a farther distance to utilize.

## 5. Findings from Prior Studies

Findings from prior studies that have been shown to be warranted, but not yet implemented include the following:

- 62<sup>nd</sup> Street West and Grand Avenue
  - Eastbound left turn lane and westbound right turn lane
  - Dedicated right and left southbound turn lanes
  - Reduction of speed limit on 62<sup>nd</sup> Street West
- 56<sup>th</sup> Street West and Grand Avenue
  - Eastbound right turn lane
  - Eventual signalization in the 5-10 year time horizon

## 6. Traffic Impacts for Copper Square

As noted in the previous trip generation table, it is anticipated the proposed Subdivision will generate 3,074 total trips per day, with 212 morning peak hour trips and 198 evening peak hour trips. Unlike residential developments which have a distinct and easily quantified trip generation based on a relatively known number of units, the end use of the proposed lots of the Subdivision will largely be dictated by the end use of each lot which is unknown at this time. As required by the City of Billings Approach Standards which reference the Subdivision Regulations, if a proposed use exceeds the assumed values by more than 1,000 trips/day or 100 peak hour trips, a new TIS will be required to be compiled for that planned use.

Based on study intersection configurations, it is not anticipated that the proposed development will cause any studied intersection to degrade to a Level of Service of D or worse. This assumption will be verified in the final TIS, which will assign the listed trips generated to each study intersection based on the estimated distribution. The percent impact at each intersection will be evaluated, and it is understood contributions to each intersection will need to be made in accordance with the City's policy.

On-site traffic impact mitigation will be confirmed in the full TIS, but is anticipated to potentially include dedicated right turn slip lanes for both the "Road A" access as well as 60<sup>th</sup> Street West. Based on discussions with the City of Billings, it is understood the proposed Rimrock Road widening project will include a center left turn lane, which will help facilitate a high LOS at each Subdivision approach and improve through traffic on Rimrock Road.

## 7. Recommendations

Anticipated recommendations coming out of the full TIS to be submitted to the City of Billings on October 17<sup>th</sup> include the following:

- Installation of dedicated eastbound left turn and westbound right turn lane at the intersection of 62<sup>nd</sup> Street West and Grand Avenue.
  - This has been recommended in available TISs since 2022 but not yet implemented.
- Installation of dedicated right and left southbound turn lanes at the intersection of 62<sup>nd</sup> Street West and Grand Avenue.
  - This has been previously recommended in the Trestles Subdivision TIS.
- Installation of eastbound right turn lanes at the intersections of Road A and 60<sup>th</sup> Street West with Rimrock Road.
- Time horizon of signal warrant at 62<sup>nd</sup> Street West and Grand Avenue and 58<sup>th</sup> Street West and Rimrock Road.

Attachments:

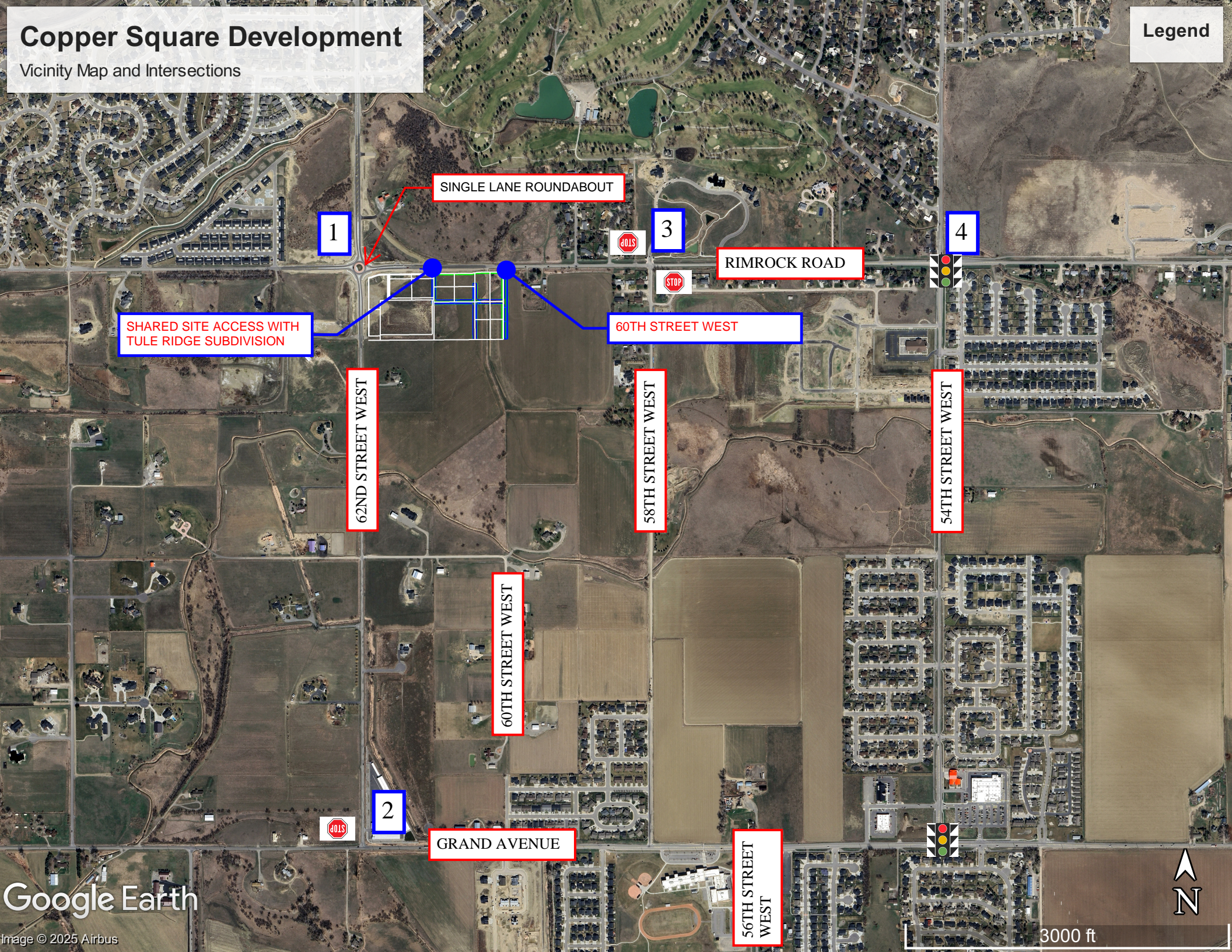
Project Vicinity Map

Trip Distribution and Study Intersections

# Copper Square Development

Vicinity Map and Intersections

Legend



SINGLE LANE ROUNDABOUT

1

3

4

RIMROCK ROAD

SHARED SITE ACCESS WITH  
TULE RIDGE SUBDIVISION

60TH STREET WEST

62ND STREET WEST

58TH STREET WEST

54TH STREET WEST

60TH STREET WEST

2

GRAND AVENUE

56TH STREET WEST



3000 ft

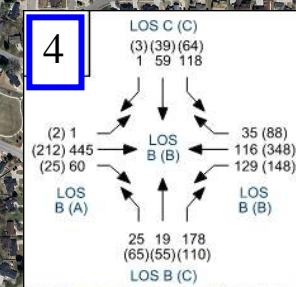
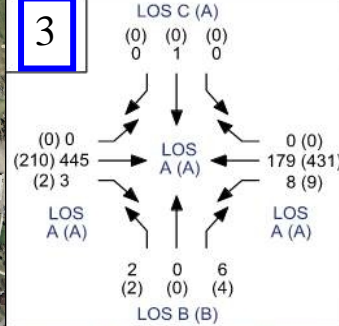
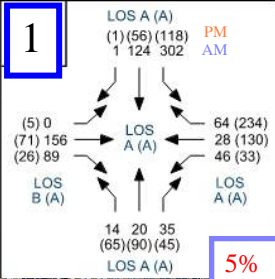
# Copper Square Development

## TRIP DISTRIBUTION AND PRELIMINARY COUNTS

Legend

493 EB (78%)  
138 WB (22%)

234 EB (37%)  
397 WB (63%)



SHARED SITE ACCESS WITH TULE RIDGE SUBDIVISION

62ND STREET WEST

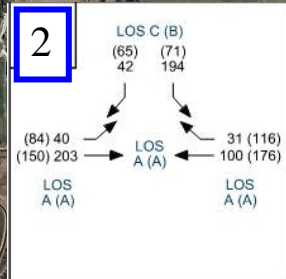
58TH STREET WEST

54TH STREET WEST

60TH STREET WEST

GRAND AVENUE

56TH STREET WEST



LEGEND

- 80% AM PRIMARY DISTRIBUTION
- 35% PM PRIMARY DISTRIBUTION
- 15% AM SECONDARY DISTRIBUTION
- 15% PM SECONDARY DISTRIBUTION

\*\*Count data from TIS prepared by Sanbel for Trestles Subd.; 2025\*\*





Mike Nelson, Mayor  
P.O. Box 1178  
Billings, MT 59103  
P 406.657.8296  
F 406.657.8390

January 26, 2026

Taylor Kasperick  
Performance Engineering  
3412 Colton Boulevard, Suite 202  
Billings, MT 59102

Dear Applicant/Engineer:

On January 26<sup>th</sup>, the Billings City Council conditionally approved the preliminary plat of Homestead Acres Subdivision, subject to the following conditions of approval:

1. To minimize the effects on local service prior to final plat approval, the applicant shall show on the face of the plat and provide for construction within the Subdivision Improvements Agreement (SIA) of an approved turnaround at the southern end of proposed Road B.
2. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents and businesses in the future development.
3. To provide correct documentation and timelines for the proposed phasing of the subdivision, prior to final plat, the applicant will include proposed opening dates for the phases and the correct documentation for future phases, restrictions on conveyances, and a release form.
4. 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.
5. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Hunter Kelly at (406) 247-8613 or by email at [kellyh@billingsmt.gov](mailto:kellyh@billingsmt.gov)

Sincerely,

---

Mike Nelson, Mayor

**City Council Regular Business Meeting**

**Meeting Date:** 01/26/2026  
**TITLE:** Payment of Claims for week of December 22nd, 2025  
**PRESENTED BY:** Erin Watterud  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

**EXECUTIVE SUMMARY**

Claims in the amount of \$2,522,222,31 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.

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

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.

**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.

**STAKEHOLDERS**

**ALTERNATIVES**

No other alternatives were analyzed.

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**Attachments**

CouncilMemo wk of 12222025

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| Check Date | Check  | Name                          | Fund Name          | Amount       | Item Desc                                       |
|------------|--------|-------------------------------|--------------------|--------------|-------------------------------------------------|
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | Building           | \$ 172.50    | Snow Plow/Removal Services: Planning            |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | CDBG               | \$ 190.00    | Snow Plow/Removal Services: Community Dev       |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | CDBG               | \$ 142.50    | Snow Plow/Removal Services: Community Dev       |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | Facilities         | \$ 1,450.00  | Snow Plow/Removal Services: Operations Center   |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | Facilities         | \$ 442.50    | Snow Plow/Removal Services: Stillwater Building |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | Facilities         | \$ 640.00    | Snow Plow/Removal Services: YVAS                |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | Library            | \$ 262.50    | Snow Plow/Removal Services: Library             |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | Library            | \$ 287.50    | Snow Plow/Removal Services: Library             |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | Parking            | \$ 100.00    | Snow Plow/Removal Services: Parking             |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | Parking            | \$ 270.00    | Snow Plow/Removal Services: Parking             |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | Parking            | \$ 320.00    | Snow Plow/Removal Services: Parking             |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | Parking            | \$ 410.00    | Snow Plow/Removal Services: Parking             |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | Parking            | \$ 230.00    | Snow Plow/Removal Services: Parking             |
| 12/22/2025 | 885994 | A-1 Landscaping & Nursery     | Urban Renewal Prop | \$ 660.00    | Snow Plow/Removal Services: Community Dev       |
| 12/22/2025 | 885995 | ABM Industry Groups LLC       | Facilities         | \$ 11,836.00 | November 2025 Custodial Services at the BOC     |
| 12/22/2025 | 886000 | Air Controls-Billings Inc     | Parking            | \$ 5,967.00  | REPLACEMENT OF FAILED UNIT HEATER PARK 3        |
| 12/22/2025 | 886001 | All Color Embroidery Services | Public Safety      | \$ 1,782.00  | --; GRAPHICS                                    |
| 12/22/2025 | 886001 | All Color Embroidery Services | Public Safety      | \$ 1,782.00  | --; GRAPHICS                                    |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 287.49    | 5602692                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 287.49    | 5602692                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 59.91     | 5602903                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 21.91     | 5603009                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 63.34     | 5603009                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 193.46    | 5603009                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 163.40    | 5603035                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 182.53    | 5603035                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 144.00    | 5603268                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 17.23     | 5603421                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 54.34     | 5603421                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 28.32     | 5603421                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 152.34    | 5607508                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 390.56    | 5607508                                         |
| 12/22/2025 | 886007 | Archie Cochrane               | Fleet              | \$ 524.28    | 5608384                                         |

| Check Date | Check  | Name                              | Fund Name      | Amount        | Item Desc                                            |
|------------|--------|-----------------------------------|----------------|---------------|------------------------------------------------------|
| 12/22/2025 | 886007 | Archie Cochrane                   | Fleet          | \$ 284.48     | 5608384                                              |
| 12/22/2025 | ACH    | Askin Construction LLC            | Airport        | \$ 390,334.58 | Runway 7/25 Reconstruction & Extension - Fed         |
| 12/22/2025 | ACH    | Askin Construction LLC            | Airport        | \$ 20,543.92  | Runway 7/25 Reconstruction & Extension - Loc         |
| 12/22/2025 | 886009 | Avery Dennison Corporation        | Street/Traffic | \$ 4,692.09   | sign making materials                                |
| 12/22/2025 | 886014 | Bcs Scrip                         | General        | \$ 3,800.00   | 2026 1st Quarter Milestones                          |
| 12/22/2025 | 886016 | Billings Construction Supply, Inc | Park Dist 1    | \$ 117.31     | toilet rental for centennial - 20808                 |
| 12/22/2025 | 886016 | Billings Construction Supply, Inc | Park Dist 1    | \$ 147.30     | toilet rental for mary street - 20789                |
| 12/22/2025 | 886016 | Billings Construction Supply, Inc | Solid Waste    | \$ 113.03     | S236, 5240 Jellison, Toilet Rental..Nov              |
| 12/22/2025 | 886016 | Billings Construction Supply, Inc | Solid Waste    | \$ 212.16     | S479, 5240 Jellison Toilet Rental Nov                |
| 12/22/2025 | 886016 | Billings Construction Supply, Inc | Street/Traffic | \$ 154.50     | Concrete Saw Repair                                  |
| 12/22/2025 | 886016 | Billings Construction Supply, Inc | Street/Traffic | \$ 60.30      | fuel for cutting asphalt                             |
| 12/22/2025 | 886016 | Billings Construction Supply, Inc | Wastewater     | \$ 10.20      | drill bit                                            |
| 12/22/2025 | 886016 | Billings Construction Supply, Inc | Wastewater     | \$ 108.17     | Toilet Rental - Rod & Gun Club 11/1-11/              |
| 12/22/2025 | 886016 | Billings Construction Supply, Inc | Water          | \$ 10.20      | drill bit                                            |
| 12/22/2025 | 886016 | Billings Construction Supply, Inc | Water          | \$ 3,321.00   | Repair @ Virginia Ln & Ave D                         |
| 12/22/2025 | 886020 | Billings Tourism                  | Tourism BID #2 | \$ 964,448.77 | TBID: Paid November Distributed December, 2025       |
| 12/22/2025 | 886025 | Brenntag Pacific Inc              | Street/Traffic | \$ 11,747.80  | Liquid Deicer                                        |
| 12/22/2025 | 886025 | Brenntag Pacific Inc              | Street/Traffic | \$ 11,759.88  | Liquid Deicer                                        |
| 12/22/2025 | 886029 | Capehon Development LLC           | Parking        | \$ 13,726.25  | Parking Lease and Utilities- December 2025           |
| 12/22/2025 | 886031 | Cascade Engineering Inc.          | Solid Waste    | \$ 30,460.00  | 580 96-Gallon Sterling series Black Cart w/ City Log |
| 12/22/2025 | 886038 | Civicplus                         | Library        | \$ 6,066.00   | 351719 Annual renewal SSL Cert. 12/2025-11/2026      |
| 12/22/2025 | 886041 | Clean Start of Montana LLC        | General        | \$ 2,268.00   | 25 Oct. BMC Subsidy                                  |
| 12/22/2025 | 886041 | Clean Start of Montana LLC        | General        | \$ 1,755.00   | 25 September BMC Subsidy                             |
| 12/22/2025 | 886048 | Cucancic Construction Inc         | Transit        | \$ 27,248.76  | MET Bus Wash Equipment Replacement                   |
| 12/22/2025 | 886048 | Cucancic Construction Inc         | Transit        | \$ 33,065.01  | MET Bus Wash Equipment Replacement                   |
| 12/22/2025 | ACH    | Dell Marketing Lp                 | Wastewater     | \$ 7,402.94   | FY26 TRP Replacements WRF                            |
| 12/22/2025 | 886052 | Dezurik Inc                       | Wastewater     | \$ 7,517.92   | Valves for Heat Exchangers in Digester B             |
| 12/22/2025 | 886054 | Downtown Billings Association     | Parking        | \$ 938.70     | August_2025                                          |
| 12/22/2025 | 886054 | Downtown Billings Association     | Parking        | \$ 1,197.98   | July_2025                                            |
| 12/22/2025 | 886054 | Downtown Billings Association     | Parking        | \$ 725.18     | Nov_2025                                             |
| 12/22/2025 | 886054 | Downtown Billings Association     | Parking        | \$ 974.43     | Oct_2025                                             |
| 12/22/2025 | 886054 | Downtown Billings Association     | Parking        | \$ 1,012.83   | Sept_2025                                            |
| 12/22/2025 | 886055 | Downtown Billings BID, Inc.       | Downtown BID   | \$ 223,758.36 | BID Assessment: Paid November Distributed Dec        |

| Check Date | Check  | Name                                    | Fund Name       | Amount       | Item Desc                                  |
|------------|--------|-----------------------------------------|-----------------|--------------|--------------------------------------------|
| 12/22/2025 | 886056 | Duval Ford LLC                          | Capital Replace | \$ -         | Ford F150 pickup replacing unit 1408.00    |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Capital Replace | \$ -         | Ford Interceptor replacing unit 1424       |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Capital Replace | \$ -         | Ford Interceptor replacing unit 1431       |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Capital Replace | \$ -         | Ford Interceptor replacing unit 1434       |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Capital Replace | \$ -         | Ford Interceptor replacing unit 1439       |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Capital Replace | \$ -         | Ford Interceptor replacing unit 1463       |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Capital Replace | \$ 32,860.00 | Ford Interceptor replacing unit 1477       |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Public Safety   | \$ -         | Ford F150 pickup replacing unit 1408.00    |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Public Safety   | \$ -         | Ford Interceptor replacing unit 1424       |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Public Safety   | \$ -         | Ford Interceptor replacing unit 1431       |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Public Safety   | \$ -         | Ford Interceptor replacing unit 1434       |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Public Safety   | \$ -         | Ford Interceptor replacing unit 1439       |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Public Safety   | \$ -         | Ford Interceptor replacing unit 1463       |
| 12/22/2025 | 886056 | Duval Ford LLC                          | Public Safety   | \$ 15,693.00 | Ford Interceptor replacing unit 1477       |
| 12/22/2025 | 886058 | Earth First Aid Curbside Recycling Inc. | Facilities      | \$ 1,800.00  | Inv. 92655 First Quarter recycling fees    |
| 12/22/2025 | 886058 | Earth First Aid Curbside Recycling Inc. | Park Dist 1     | \$ 110.00    | recycling - 92547                          |
| 12/22/2025 | 886058 | Earth First Aid Curbside Recycling Inc. | Solid Waste     | \$ 2,761.50  | November 2025 Cardboard recycling          |
| 12/22/2025 | 886059 | Econo Print Inc.                        | Building        | \$ 328.35    | Business Cards for the Building Division   |
| 12/22/2025 | 886059 | Econo Print Inc.                        | Parking         | \$ 7,761.80  | 337449_PARKING VIOLATION ENVELOPES         |
| 12/22/2025 | ACH    | Eldorado National California Inc        | Transit         | \$ 44.06     | 90882612 Def door arm                      |
| 12/22/2025 | ACH    | Eldorado National California Inc        | Transit         | \$ 465.22    | 90882647 heatspring U-bolt                 |
| 12/22/2025 | ACH    | Eldorado National California Inc        | Transit         | \$ 11.52     | 90882647 washer                            |
| 12/22/2025 | ACH    | Eldorado National California Inc        | Transit         | \$ 533.20    | 90882661 bracket                           |
| 12/22/2025 | ACH    | Eldorado National California Inc        | Transit         | \$ 795.12    | 90894099 heater valve (1837, WO: 2026-456) |
| 12/22/2025 | ACH    | Eldorado National California Inc        | Transit         | \$ 1,544.39  | 90894148 DEF Tank                          |
| 12/22/2025 | 886061 | Elkins Earthworks LLC                   | Solid Waste     | \$ 4,239.00  | Methane Detection Equip for Landfill       |
| 12/22/2025 | 886068 | Facts On File Inc                       | Library         | \$ 5,649.49  | Am. History/Science online annual renewal  |
| 12/22/2025 | 886071 | Firemaster Mountain Region              | Public Safety   | \$ 1,349.25  | Extinguisher Annual Maintenance per unit   |
| 12/22/2025 | 886071 | Firemaster Mountain Region              | Public Safety   | \$ 311.44    | Extinguisher, New 10 lb DC                 |
| 12/22/2025 | 886071 | Firemaster Mountain Region              | Water           | \$ 1,084.50  | Pump Station Fire Ext. annual Inspection   |
| 12/22/2025 | 886072 | First Montana Title Co                  | CDBG            | \$ 10,000.00 | FTHB - 323 S. 37th St                      |
| 12/22/2025 | ACH    | Fisher's Technology                     | Airport         | \$ 343.96    | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology                     | Building        | \$ 85.99     | City Contract: Paper Cut Renewal           |

| Check Date | Check  | Name                        | Fund Name        | Amount       | Item Desc                                  |
|------------|--------|-----------------------------|------------------|--------------|--------------------------------------------|
| 12/22/2025 | ACH    | Fisher's Technology         | CDBG             | \$ 85.98     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Central Services | \$ 5,475.54  | November Contract Invoice                  |
| 12/22/2025 | ACH    | Fisher's Technology         | Engineering      | \$ 128.99    | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Facilities       | \$ 85.99     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Fleet            | \$ 85.99     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | General          | \$ 515.88    | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | General          | \$ 85.99     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | General          | \$ 257.94    | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | General          | \$ 171.97    | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | General          | \$ 85.99     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | General          | \$ 43.00     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | IT Resources     | \$ 85.98     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | P.W. Admin       | \$ 343.96    | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Park Dist 1      | \$ 257.97    | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Parking          | \$ 43.00     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | PD Program       | \$ 85.98     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Planning         | \$ 128.99    | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Public Safety    | \$ 945.88    | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Public Safety    | \$ 171.98    | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Public Safety    | \$ 85.99     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Solid Waste      | \$ 85.98     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Street/Traffic   | \$ 85.98     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Transit          | \$ 85.98     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Wastewater       | \$ 171.98    | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Water            | \$ 85.99     | City Contract: Paper Cut Renewal           |
| 12/22/2025 | ACH    | Fisher's Technology         | Water            | \$ 257.97    | City Contract: Paper Cut Renewal           |
| 12/22/2025 | 886075 | Friedel Clinic              | General          | \$ 2,574.00  | 25 Oct. BMC Subsidy                        |
| 12/22/2025 | 886078 | Good Earth Works Co Inc The | Park Dist 1      | \$ -         | IRRIGATION SYS REPLACEMENT AT GRANDVIEW PK |
| 12/22/2025 | 886078 | Good Earth Works Co Inc The | Park Dist 1      | \$ 15,496.57 | retainage release- project is complete     |
| 12/22/2025 | ACH    | Grainger Parts              | Fleet            | \$ 32.24     | 97109966860                                |
| 12/22/2025 | ACH    | Grainger Parts              | Fleet            | \$ 5.02      | 9712191718                                 |
| 12/22/2025 | ACH    | Grainger Parts              | Wastewater       | \$ 245.94    | electrical HOA labels - stock              |
| 12/22/2025 | ACH    | Grainger Parts              | Wastewater       | \$ 141.76    | HVAC thermostat - stock                    |

| Check Date | Check  | Name                     | Fund Name      | Amount      | Item Desc                                   |
|------------|--------|--------------------------|----------------|-------------|---------------------------------------------|
| 12/22/2025 | ACH    | Grainger Parts           | Wastewater     | \$ 1,412.12 | replacement heaters for Sludge Control B    |
| 12/22/2025 | ACH    | Grainger Parts           | Water          | \$ 56.25    | 24" Rubber Tarp Straps P/N: 39J421          |
| 12/22/2025 | ACH    | Grainger Parts           | Water          | \$ 306.00   | Battery/Charger                             |
| 12/22/2025 | ACH    | Grainger Parts           | Water          | \$ 125.40   | BERNZOMATIC PROPANE FUEL TANKS 14.1OZ       |
| 12/22/2025 | ACH    | Grainger Parts           | Water          | \$ 288.85   | FR Coat for Chris Rush                      |
| 12/22/2025 | ACH    | Grainger Parts           | Water          | \$ 141.76   | HVAC Thermostat - Stock                     |
| 12/22/2025 | ACH    | Grainger Parts           | Water          | \$ 298.40   | LOK-CEASE AEROSAL ANTI- - SEIZE (150642002) |
| 12/22/2025 | ACH    | Grainger Parts           | Water          | \$ 101.70   | replacement outdoor receptacle covers fo    |
| 12/22/2025 | ACH    | Grainger Parts           | Water          | \$ 51.00    | RUBBER TIE DOWN STRAPS - 10"                |
| 12/22/2025 | ACH    | Grainger Parts           | Water          | \$ 22.92    | tongue and groove plier                     |
| 12/22/2025 | ACH    | Grainger Parts           | Water          | \$ 201.45   | WD-40 LUBRICANT SPRAY - 12 OZ SPRAY CANS    |
| 12/22/2025 | 886080 | Hach Company             | Water          | \$ 2,720.02 | REAGENT SET CHLORINE FREE CL17 - SIRR PLAN  |
| 12/22/2025 | ACH    | HDR, Inc.                | Engineering    | \$ 205.40   | WO 20-33 Public Works GIS Services,; Pmt 70 |
| 12/22/2025 | ACH    | HDR, Inc.                | Light Maint    | \$ 53.16    | WO 20-33 Public Works GIS Services,; Pmt 70 |
| 12/22/2025 | ACH    | HDR, Inc.                | P.W. Admin     | \$ 586.62   | WO 20-33 Public Works GIS Services,; Pmt 70 |
| 12/22/2025 | ACH    | HDR, Inc.                | Solid Waste    | \$ 239.24   | WO 20-33 Public Works GIS Services,; Pmt 70 |
| 12/22/2025 | ACH    | HDR, Inc.                | Storm Sewer    | \$ 653.68   | WO 20-33 Public Works GIS Services,; Pmt 70 |
| 12/22/2025 | ACH    | HDR, Inc.                | Street/Traffic | \$ 805.32   | WO 20-33 Public Works GIS Services,; Pmt 70 |
| 12/22/2025 | ACH    | HDR, Inc.                | Wastewater     | \$ 879.63   | WO 20-33 Public Works GIS Services,; Pmt 70 |
| 12/22/2025 | ACH    | HDR, Inc.                | Water          | \$ 2,618.34 | WO 20-33 Public Works GIS Services,; Pmt 70 |
| 12/22/2025 | 886082 | High Point Networks LLC  | IT Resources   | \$ 1,986.00 | Veeam data platform subscription license    |
| 12/22/2025 | 886082 | High Point Networks LLC  | Library        | \$ 2,156.85 | 2802277                                     |
| 12/22/2025 | 886084 | Hose & Rubber Supply Inc | Fleet          | \$ 7.96     | 2136200                                     |
| 12/22/2025 | 886084 | Hose & Rubber Supply Inc | Fleet          | \$ 1.96     | 2137553                                     |
| 12/22/2025 | 886084 | Hose & Rubber Supply Inc | Fleet          | \$ 154.93   | 2137910                                     |
| 12/22/2025 | 886084 | Hose & Rubber Supply Inc | Fleet          | \$ 12.00    | 2138302                                     |
| 12/22/2025 | 886084 | Hose & Rubber Supply Inc | Fleet          | \$ 104.78   | 2138621                                     |
| 12/22/2025 | 886084 | Hose & Rubber Supply Inc | Street/Traffic | \$ 115.13   | hoses for plows                             |
| 12/22/2025 | 886084 | Hose & Rubber Supply Inc | Street/Traffic | \$ 1,795.28 | HYDRAULIC FITTINGS FOR #1213                |
| 12/22/2025 | 886084 | Hose & Rubber Supply Inc | Street/Traffic | \$ 371.53   | HYDRAULIC HOSE for #1189                    |
| 12/22/2025 | 886084 | Hose & Rubber Supply Inc | Wastewater     | \$ 1.84     | HYDRAULIC ADAPTOR                           |
| 12/22/2025 | 886084 | Hose & Rubber Supply Inc | Water          | \$ 1.84     | HYDRAULIC ADAPTOR                           |
| 12/22/2025 | 886084 | Hose & Rubber Supply Inc | Water          | \$ 2.93     | pressure washer fitting                     |

| Check Date | Check  | Name                         | Fund Name | Amount      | Item Desc |
|------------|--------|------------------------------|-----------|-------------|-----------|
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 3.00     | 92518947  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 31.83    | 92518947  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 0.01     | 92562455  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 10.79    | 92562455  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 0.01     | 92562456  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 14.16    | 92562456  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 0.05     | 92562457  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 53.09    | 92562457  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 0.13     | 92562458  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 146.67   | 92562458  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 0.02     | 92562459  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 33.62    | 92562459  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 0.07     | 92562460  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 47.73    | 92562460  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 2.71     | 92562461  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 920.88   | 92562461  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 1,139.52 | 92562461  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 65.66    | 92562461  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 306.93   | 92562461  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 218.73   | 92562461  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 0.16     | 92577054  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 17.69    | 92577054  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 5.19     | 92577054  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 2.69     | 92577055  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 67.74    | 92577055  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 87.21    | 92577055  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 69.88    | 92577055  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 0.15     | 92577056  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 17.67    | 92577056  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 89.61    | 92577057  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 111.66   | 92577057  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 11.69    | 92577057  |
| 12/22/2025 | 886086 | Ingram Library Services Inc. | Library   | \$ 15.29    | 92577057  |

| Check Date | Check  | Name                                | Fund Name      | Amount       | Item Desc                                            |
|------------|--------|-------------------------------------|----------------|--------------|------------------------------------------------------|
| 12/22/2025 | 886090 | J & M Tire LLC                      | Wastewater     | \$ 35.00     | BALANCE                                              |
| 12/22/2025 | 886090 | J & M Tire LLC                      | Wastewater     | \$ 32.50     | FLAT REPAIR                                          |
| 12/22/2025 | 886090 | J & M Tire LLC                      | Wastewater     | \$ 32.50     | FLAT REPAIR                                          |
| 12/22/2025 | 886090 | J & M Tire LLC                      | Wastewater     | \$ 32.50     | FLAT REPAIR                                          |
| 12/22/2025 | 886090 | J & M Tire LLC                      | Wastewater     | \$ 42.50     | Tire repair & rotate                                 |
| 12/22/2025 | 886090 | J & M Tire LLC                      | Wastewater     | \$ 2,917.00  | TIRES for #7930                                      |
| 12/22/2025 | 886090 | J & M Tire LLC                      | Water          | \$ 35.00     | BALANCE                                              |
| 12/22/2025 | 886090 | J & M Tire LLC                      | Water          | \$ 32.50     | FLAT REPAIR                                          |
| 12/22/2025 | 886090 | J & M Tire LLC                      | Water          | \$ 32.50     | FLAT REPAIR                                          |
| 12/22/2025 | 886090 | J & M Tire LLC                      | Water          | \$ 32.50     | FLAT REPAIR                                          |
| 12/22/2025 | 886090 | J & M Tire LLC                      | Water          | \$ 42.50     | Tire repair & rotate                                 |
| 12/22/2025 | 886090 | J & M Tire LLC                      | Water          | \$ 2,917.00  | TIRES for #7930                                      |
| 12/22/2025 | ACH    | Jacobs Engineering Group Inc        | Gas Tax        | \$ 427.19    | Asset Management Program Project; Pmt 59             |
| 12/22/2025 | ACH    | Jacobs Engineering Group Inc        | Light Maint    | \$ 427.19    | Asset Management Program Project; Pmt 59             |
| 12/22/2025 | ACH    | Jacobs Engineering Group Inc        | Storm Sewer    | \$ 1,028.17  | Asset Management Program Project; Pmt 59             |
| 12/22/2025 | ACH    | Jacobs Engineering Group Inc        | Street/Traffic | \$ 1,597.75  | Asset Management Program Project; Pmt 59             |
| 12/22/2025 | ACH    | Jacobs Engineering Group Inc        | Wastewater     | \$ 3,494.95  | Asset Management Program Project; Pmt 59             |
| 12/22/2025 | ACH    | Jacobs Engineering Group Inc        | Water          | \$ 3,494.95  | Asset Management Program Project; Pmt 59             |
| 12/22/2025 | 886093 | JCCS                                | General        | \$ 45,000.00 | FY25 Audit Services: Progress Billings: Inv # 922552 |
| 12/22/2025 | 886094 | K2 Civil Inc                        | Park Dist 1    | \$ -         | Coulson Park north & south improvements              |
| 12/22/2025 | 886094 | K2 Civil Inc                        | Park Dist 1    | \$ -         | Coulson Park north & south improvements              |
| 12/22/2025 | 886094 | K2 Civil Inc                        | Park Dist 1    | \$ 12,767.90 | retainage release - #6                               |
| 12/22/2025 | 886102 | Knife River (JTL Group Inc.)        | Park Dist 1    | \$ 50.83     | washed rock for mountview cemetery - 980848          |
| 12/22/2025 | 886102 | Knife River (JTL Group Inc.)        | Water          | \$ 6,660.57  | ROAD MIX 3/4"---1-1 - /2TON = 1 YARD                 |
| 12/22/2025 | 886102 | Knife River (JTL Group Inc.)        | Water          | \$ 7,610.95  | ROAD MIX 3/4"---1-1 - /2TON = 1 YARD                 |
| 12/22/2025 | 886105 | Lane                                | Public Safety  | \$ 3,547.50  | Reimbursement of Fall Tuition @ 75% per contract.    |
| 12/22/2025 | 886107 | Mahoney & Associates Consulting LLC | General        | \$ 6,156.00  | Cost Allocation Plan Services for FY 2025            |
| 12/22/2025 | 886108 | Matthew Roberts Concrete            | Wastewater     | \$ 2,500.00  | Northwest Pipe 7492794                               |
| 12/22/2025 | 886109 | Mead & Hunt Inc                     | Airport        | \$ 7,100.00  | Air Service Consulting Services                      |
| 12/22/2025 | 886112 | Midland West Manufacturing Co       | Fleet          | \$ 12,500.00 | 19653                                                |
| 12/22/2025 | 886114 | Montana Peterbilt LLC               | Fleet          | \$ 56.91     | 126486BL                                             |
| 12/22/2025 | 886114 | Montana Peterbilt LLC               | Fleet          | \$ 571.86    | 126486BL                                             |
| 12/22/2025 | 886114 | Montana Peterbilt LLC               | Fleet          | \$ 9.14      | 126506BL                                             |

| Check Date | Check  | Name                            | Fund Name   | Amount      | Item Desc                                     |
|------------|--------|---------------------------------|-------------|-------------|-----------------------------------------------|
| 12/22/2025 | 886114 | Montana Peterbilt LLC           | Fleet       | \$ 616.86   | 127965BL                                      |
| 12/22/2025 | 886114 | Montana Peterbilt LLC           | Fleet       | \$ 366.16   | 128022BL                                      |
| 12/22/2025 | 886114 | Montana Peterbilt LLC           | Fleet       | \$ 151.23   | 128272BL                                      |
| 12/22/2025 | 886114 | Montana Peterbilt LLC           | Fleet       | \$ 146.18   | 128272BL                                      |
| 12/22/2025 | 886114 | Montana Peterbilt LLC           | Fleet       | \$ 162.06   | 128272BL                                      |
| 12/22/2025 | 886114 | Montana Peterbilt LLC           | Fleet       | \$ 235.64   | 128272BL                                      |
| 12/22/2025 | 886114 | Montana Peterbilt LLC           | Solid Waste | \$ 130.00   | --; DIAGNOSE                                  |
| 12/22/2025 | 886114 | Montana Peterbilt LLC           | Solid Waste | \$ 3,083.92 | --; DIAGNOSE                                  |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 314.89   | 01B1580552                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 5.08     | 01B1582632                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 87.48    | 01B1582632                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 6.71     | 01B1582632                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 29.81    | 01B1582632                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 7.62     | 01B1583186                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 35.49    | 01B1583186                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 131.22   | 01B1583186                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 29.81    | 01B1583186                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 495.00   | 01B1583186                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 108.28   | 01B1583186                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 42.74    | 01B1583186                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 3,459.71 | 01B1583186                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 205.12   | 01B1583194                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 201.34   | 01B1583198                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ (495.00) | 01B1583896                                    |
| 12/22/2025 | 886116 | Motor Power Equipment Co.       | Fleet       | \$ 204.46   | 01B1584234                                    |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment | Airport     | \$ 3,942.78 | Runway 7/25 Reconstruction & Extension - Fed  |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment | Airport     | \$ 207.51   | Runway 7/25 Reconstruction & Extension - Loc  |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment | CDBG        | \$ 137.69   | Construction Agreement / 1302 Parkhill Drive  |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment | Park Dist 1 | \$ -        | BUSINESS TAX GOOD EARTH WORKS                 |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment | Park Dist 1 | \$ -        | business tax on the Coulson Park improvements |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment | Park Dist 1 | \$ -        | business tax on the Coulson Park improvements |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment | Park Dist 1 | \$ 156.53   | retainage release                             |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment | Park Dist 1 | \$ 128.97   | retainage release final payment #6            |

| Check Date | Check  | Name                              | Fund Name        | Amount       | Item Desc                                    |
|------------|--------|-----------------------------------|------------------|--------------|----------------------------------------------|
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment   | Public Safety    | \$ 626.10    | TW Ridley - Station 5 Interior Remodel       |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment   | Stillwater Const | \$ 247.67    | Modernization of elevators at the Stillwater |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment   | Tax Incrmnt S    | \$ 16,606.04 | Pay App No. 8 Amend Park Recreation Campus   |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment   | Transit          | \$ 275.24    | MET Bus Wash Equipment Replacement           |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment   | Transit          | \$ 333.99    | MET Bus Wash Equipment Replacement           |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment   | Water            | \$ 7,815.08  | WO 19-12 West End Reservoir Project; Pmt 9   |
| 12/22/2025 | 886118 | MT Dept of Revenue-CGR2 Payment   | Water            | \$ 18,096.26 | WO 26-16 West End Reservoir Const Services   |
| 12/22/2025 | 886122 | Northern Industrial Hygiene, Inc. | CDBG             | \$ 3,155.00  | 1302 Parkhill / Post Rehab Clearance Testing |
| 12/22/2025 | 886123 | NorthWestern Energy               | Airport          | \$ 32.21     | 1647695-4. De Icer. December 2025            |
| 12/22/2025 | 886123 | NorthWestern Energy               | CDBG             | \$ 69.09     | 1302 Parkhill - NWE - Utilities 12.1.25 Stmt |
| 12/22/2025 | 886123 | NorthWestern Energy               | CDBG             | \$ 43.11     | 1709 St Johns Ave - NWE - Stmt 12.18.25      |
| 12/22/2025 | 886123 | NorthWestern Energy               | Library          | \$ 5,596.61  | 3039007-4 Library electricity December 2025  |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 1,308.09  | SILMD 10 Acct# 0712546-1                     |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 2,448.36  | SILMD 100 Acct# 0712559-4                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 2,038.52  | SILMD 107 Acct# 0712560-2                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 5,112.46  | SILMD 109 Acct# 0712561-0                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 253.97    | SILMD 113 Acct# 0712562-8                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 1,100.16  | SILMD 114 Acct# 0712563-6                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 258.86    | SILMD 115 Acct# 0712564-4                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 679.50    | SILMD 116 Acct# 0712565-1                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 3,705.75  | SILMD 117 Acct# 0712566-9                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 238.78    | SILMD 118 Acct# 0712567-7                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 146.22    | SILMD 119 Acct# 0712568-5                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 2,912.17  | SILMD 121 Acct# 0712570-1                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 218.46    | SILMD 122 Acct# 0712571-9                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 388.28    | SILMD 123 Acct# 0712572-7                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 1,132.51  | SILMD 124 Acct# 0712573-5                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 452.99    | SILMD 125 Acct# 0712574-3                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 226.52    | SILMD 126 Acct# 0712575-0                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 819.23    | SILMD 127 Acct# 0712576-8                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 573.45    | SILMD 128 Acct# 0712577-6                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 388.28    | SILMD 129 Acct# 0712578-4                    |
| 12/22/2025 | 886124 | NorthWestern Energy               | Light Maint      | \$ 5,389.49  | SILMD 13 Acct# 0721276-4                     |

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| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 0.87     | SILMD 13 Acct# 4299691-8  |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 139.30   | SILMD 130 Acct# 0712579-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,003.08 | SILMD 131 Acct# 0712580-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 258.66   | SILMD 133 Acct# 0712581-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 596.91   | SILMD 134 Acct# 0712582-6 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 600.76   | SILMD 135 Acct# 0712583-4 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 550.08   | SILMD 136 Acct# 0712584-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 440.63   | SILMD 137 Acct# 0712585-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 873.65   | SILMD 138 Acct# 0712586-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 291.22   | SILMD 139 Acct# 0712587-5 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 2,746.22 | SILMD 14 Acct# 0721277-2  |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 5.22     | SILMD 14 Acct# 4167204-9  |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 679.50   | SILMD 143 Acct# 0712588-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 32.33    | SILMD 144 Acct# 0712589-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 546.12   | SILMD 145 Acct# 0712590-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 420.64   | SILMD 146 Acct# 0712591-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 513.17   | SILMD 147 Acct# 0712592-5 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,925.62 | SILMD 149 Acct# 0712593-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 873.83   | SILMD 150 Acct# 0712594-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 744.21   | SILMD 151 Acct# 0712595-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 5,023.01 | SILMD 152 Acct# 0712596-6 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 628.06   | SILMD 153 Acct# 0712597-4 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,419.99 | SILMD 154 Acct# 0712598-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 582.43   | SILMD 155 Acct# 0712599-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,064.99 | SILMD 157 Acct# 0712600-6 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 938.35   | SILMD 158 Acct# 0712601-4 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,137.96 | SILMD 159 Acct# 0712602-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 841.30   | SILMD 160 Acct# 0712603-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,228.82 | SILMD 161 Acct# 0712604-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 56.00    | SILMD 162 Acct# 0712605-5 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 938.72   | SILMD 163 Acct# 0712606-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 436.92   | SILMD 164 Acct# 0712607-1 |

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| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 273.08   | SILMD 167 Acct# 0712609-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,349.61 | SILMD 17 Acct# 0712553-7  |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 655.37   | SILMD 171 Acct# 0712610-5 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 596.93   | SILMD 172 Acct# 0712611-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,365.37 | SILMD 173 Acct# 0712612-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,146.90 | SILMD 174 Acct# 0712613-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 382.29   | SILMD 175 Acct# 0712614-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 39.98    | SILMD 176 Acct# 0712615-4 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 300.38   | SILMD 178 Acct# 0712616-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 600.76   | SILMD 179 Acct# 0712617-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 409.61   | SILMD 180 Acct# 0712618-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,973.79 | SILMD 181 Acct# 0712619-6 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 682.69   | SILMD 182 Acct# 0712620-4 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,365.35 | SILMD 183 Acct# 0712621-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 436.92   | SILMD 184 Acct# 0712622-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 163.84   | SILMD 185 Acct# 0712623-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 843.15   | SILMD 186 Acct# 0712624-6 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 273.08   | SILMD 187 Acct# 0712625-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 327.68   | SILMD 188 Acct# 0712626-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 273.08   | SILMD 189 Acct# 0712627-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,419.99 | SILMD 190 Acct# 0712628-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 487.41   | SILMD 191 Acct# 0712629-5 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 354.99   | SILMD 192 Acct# 0712630-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 873.83   | SILMD 193 Acct# 0712631-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 376.42   | SILMD 194 Acct# 0712632-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 301.12   | SILMD 195 Acct# 0712633-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 96.08    | SILMD 196 Acct# 0712634-5 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 96.08    | SILMD 197 Acct# 0712635-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 136.53   | SILMD 198 Acct# 0712636-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 71.62    | SILMD 200 Acct# 0712637-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 573.45   | SILMD 201 Acct# 0712638-6 |
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| Check Date | Check  | Name                | Fund Name   | Amount      | Item Desc                 |
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| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 541.05   | SILMD 204 Acct# 0712641-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 31.98    | SILMD 205 Acct# 0712642-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 382.29   | SILMD 206 Acct# 0712643-6 |
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| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 115.30   | SILMD 210 Acct# 0712647-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 64.06    | SILMD 211 Acct# 0712648-5 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 64.06    | SILMD 212 Acct# 0712649-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 38.44    | SILMD 213 Acct# 0712650-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 443.00   | SILMD 214 Acct# 0712651-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 163.84   | SILMD 216 Acct# 0712652-7 |
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| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 349.43   | SILMD 220 Acct# 0712654-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 8.00     | SILMD 221 Acct# 0712655-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 101.64   | SILMD 222 Acct# 0712656-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 153.72   | SILMD 223 Acct# 0712657-6 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,693.69 | SILMD 224 Acct# 0712658-4 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 535.19   | SILMD 225 Acct# 0712659-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 283.76   | SILMD 226 Acct# 0712660-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 808.13   | SILMD 227 Acct# 0712661-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 938.35   | SILMD 228 Acct# 0712662-6 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 485.36   | SILMD 229 Acct# 0712663-4 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,132.52 | SILMD 230 Acct# 0712664-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 679.50   | SILMD 231 Acct# 0712665-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 2,944.52 | SILMD 232 Acct# 0712666-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,123.60 | SILMD 233 Acct# 0712667-5 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 611.34   | SILMD 234 Acct# 0712668-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 711.07   | SILMD 235 Acct# 0712669-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 225.84   | SILMD 236 Acct# 0712670-9 |
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| Check Date | Check  | Name                | Fund Name   | Amount      | Item Desc                 |
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| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 97.08    | SILMD 242 Acct# 0712676-6 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 129.42   | SILMD 244 Acct# 0712677-4 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 87.09    | SILMD 245 Acct# 0712678-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 388.28   | SILMD 246 Acct# 0712679-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,156.84 | SILMD 247 Acct# 0712680-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 3,203.37 | SILMD 249 Acct# 0718734-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 271.02   | SILMD 250 Acct# 0719001-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 4,540.51 | SILMD 251 Acct# 0718801-4 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 647.12   | SILMD 252 Acct# 0719162-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 2,137.57 | SILMD 253 Acct# 0719644-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 203.26   | SILMD 254 Acct# 0719763-5 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 171.93   | SILMD 255 Acct# 0720813-5 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,209.62 | SILMD 257 Acct# 0720360-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 3,067.43 | SILMD 258 Acct# 0720606-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,798.72 | SILMD 259 Acct# 0720810-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 101.37   | SILMD 259 Acct# 4329703-5 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 582.43   | SILMD 261 Acct# 0720705-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 3,623.74 | SILMD 262 Acct# 0720937-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 200.85   | SILMD 263 Acct# 0720716-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 221.73   | SILMD 264 Acct# 0721427-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 424.19   | SILMD 265 Acct# 0721556-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 72.19    | SILMD 266 Acct# 0721684-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 166.62   | SILMD 270 Acct# 0906944-4 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 132.20   | SILMD 270 Acct# 0907777-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 80.17    | SILMD 270 Acct# 4262276-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 111.50   | SILMD 270 Acct# 4262277-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 77.21    | SILMD 270 Acct# 4262278-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 126.54   | SILMD 270 Acct# 4262282-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,122.78 | SILMD 271 Acct# 0995095-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 3,311.67 | SILMD 272 Acct# 0905005-5 |
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| Check Date | Check  | Name                | Fund Name   | Amount      | Item Desc                 |
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| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 996.72   | SILMD 277 Acct# 1058710-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 286.07   | SILMD 278 Acct# 1087619-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 69.57    | SILMD 279 Acct# 1124127-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 782.93   | SILMD 280 Acct# 1045653-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 590.02   | SILMD 283 Acct# 1172743-5 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 383.23   | SILMD 285 Acct# 1206985-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 285.85   | SILMD 286 Acct# 1296582-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 2,170.68 | SILMD 288 Acct# 1303978-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 201.28   | SILMD 289 Acct# 1685375-6 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 111.97   | SILMD 289 Acct# 4185749-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 188.88   | SILMD 290 Acct# 1433921-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 711.86   | SILMD 292 Acct# 1481532-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 273.08   | SILMD 293 Acct# 1481534-4 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 546.12   | SILMD 294 Acct# 1481535-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 129.42   | SILMD 295 Acct# 1481536-9 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,447.28 | SILMD 296 Acct# 1481537-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 245.77   | SILMD 297 Acct# 1481539-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 218.46   | SILMD 298 Acct# 1481540-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 478.76   | SILMD 300 Acct# 1662840-6 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 6,061.53 | SILMD 301 Acct# 1687005-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 398.09   | SILMD 302 Acct# 1607534-3 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,152.48 | SILMD 305 Acct# 1695873-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 305.07   | SILMD 306 Acct# 1740353-6 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 3,899.02 | SILMD 307 Acct# 2049005-8 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 317.60   | SILMD 308 Acct# 2072459-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 463.27   | SILMD 309 Acct# 2001311-6 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 106.98   | SILMD 310 Acct# 2060519-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 357.64   | SILMD 311 Acct# 3014475-2 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 346.26   | SILMD 312 Acct# 3146127-0 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 554.89   | SILMD 315 Acct# 3305804-1 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 1,343.73 | SILMD 316 Acct# 3291842-7 |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint | \$ 90.04    | SILMD 317 Acct# 3253826-6 |

| Check Date | Check  | Name                | Fund Name      | Amount       | Item Desc                                   |
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| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 73.84     | SILMD 320 Acct# 0712569-3                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 682.01    | SILMD 321 Acct# 3338917-2                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 117.23    | SILMD 322 Acct# 3402033-9                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 954.23    | SILMD 323 Acct# 3597170-4                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 455.82    | SILMD 324 Acct# 1246537-3                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 327.36    | SILMD 325 Acct# 3587598-8                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 149.62    | SILMD 326 Acct# 3840455-4                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 218.46    | SILMD 327 Acct# 3810801-5                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 904.92    | SILMD 328 Acct# 3894879-0                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 113.36    | SILMD 329 Acct# 3939032-3                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 338.87    | SILMD 330 Acct# 3951594-5                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 45.19     | SILMD 331 Acct# 0712645-1                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 16.38     | SILMD 331 Acct# 4174590-2                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 50.35     | SILMD 331 Acct# 4174591-0                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 36.64     | SILMD 331 Acct# 4174593-6                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 33.82     | SILMD 331 Acct# 4176340-0                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 188.25    | SILMD 332 Acct# 4093467-1                   |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 457.05    | SILMD 8 Acct# 0712544-6                     |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 421.57    | SILMD 9 Acct# 0712545-3                     |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 644.29    | SILMD 95 Acct# 0712556-0                    |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 11,399.23 | SILMD 97 Acct# 0712557-8                    |
| 12/22/2025 | 886124 | NorthWestern Energy | Light Maint    | \$ 1,313.86  | SILMD 99 Acct# 0712558-6                    |
| 12/22/2025 | 886123 | NorthWestern Energy | Public Safety  | \$ 1,615.43  | November services for station 1             |
| 12/22/2025 | 886123 | NorthWestern Energy | Public Safety  | \$ 416.92    | November services for station 6             |
| 12/22/2025 | 886124 | NorthWestern Energy | Street/Traffic | \$ 14,617.84 | Signal Bills 12/16/2025                     |
| 12/22/2025 | 886123 | NorthWestern Energy | Wastewater     | \$ 196.24    | 389 62nd St Lift Entrance...Nov 2025        |
| 12/22/2025 | 886123 | NorthWestern Energy | Water          | \$ 1,793.92  | 4374 Hesper Rd. TEMP Nov 2025               |
| 12/22/2025 | 886123 | NorthWestern Energy | Water          | \$ 827.03    | 4519 Hesper Rd...Nov 2025 Temp Service      |
| 12/22/2025 | 886123 | NorthWestern Energy | Water          | \$ 1,558.56  | 5809 Canyonwoods Dr....Nov 2025             |
| 12/22/2025 | 886127 | Park One LLC        | Facilities     | \$ 3,832.50  | Park One Rent for November & December, 2025 |
| 12/22/2025 | 886127 | Park One LLC        | Facilities     | \$ 3,832.50  | Park One Rent for November & December, 2025 |
| 12/22/2025 | 886129 | Priority Dispatch   | EOC 911        | \$ 24,700.00 | Q Plus for EMD 12 months                    |

| Check Date | Check  | Name                       | Fund Name          | Amount       | Item Desc                                         |
|------------|--------|----------------------------|--------------------|--------------|---------------------------------------------------|
| 12/22/2025 | ACH    | RDO Equipment Co.          | Solid Waste        | \$ 2,080.64  | FILTER                                            |
| 12/22/2025 | ACH    | RDO Equipment Co.          | Solid Waste        | \$ 1,535.00  | GPS Screen Repair                                 |
| 12/22/2025 | ACH    | RDO Equipment Co.          | Solid Waste        | \$ 1,683.00  | REPAIR COOLING SYSTEM                             |
| 12/22/2025 | ACH    | RDO Equipment Co.          | Solid Waste        | \$ 902.23    | SCREWS, ISOLATOR                                  |
| 12/22/2025 | ACH    | Rexel USA Inc              | Wastewater         | \$ 3.95      | conduit fittings for Vintage Estates LS           |
| 12/22/2025 | ACH    | Rexel USA Inc              | Wastewater         | \$ 1,131.28  | replacement breaker for MCC6A                     |
| 12/22/2025 | ACH    | Rexel USA Inc              | Water              | \$ 257.57    | contactors for Chapple Pump Station Sump          |
| 12/22/2025 | ACH    | Rexel USA Inc              | Water              | \$ 2,436.56  | materials for Mixer Bldg Second electric          |
| 12/22/2025 | 886137 | Rood & Associates          | Airport            | \$ 1,051.20  | Ticketing & Baggage Sorting Facility Construction |
| 12/22/2025 | 886137 | Rood & Associates          | Airport            | \$ 187.20    | Ticketing & Baggage Sorting Facility Construction |
| 12/22/2025 | 886137 | Rood & Associates          | Airport            | \$ 3,561.60  | Ticketing & Baggage Sorting Facility Construction |
| 12/22/2025 | 886139 | Salt Lake Wholesale Sports | Public Safety      | \$ 6,988.80  | 108058, 223 Rem 62 gr gold dot                    |
| 12/22/2025 | 886145 | Solid Waste Systems Inc    | Fleet              | \$ 203.73    | P16791SPO                                         |
| 12/22/2025 | 886145 | Solid Waste Systems Inc    | Fleet              | \$ 23.09     | P16791SPO                                         |
| 12/22/2025 | 886145 | Solid Waste Systems Inc    | Fleet              | \$ 1,654.98  | P17775SPO                                         |
| 12/22/2025 | 886145 | Solid Waste Systems Inc    | Fleet              | \$ 30.19     | P17775SPO                                         |
| 12/22/2025 | 886145 | Solid Waste Systems Inc    | Fleet              | \$ 241.08    | P17783SPO                                         |
| 12/22/2025 | 886145 | Solid Waste Systems Inc    | Fleet              | \$ 33.75     | P17783SPO                                         |
| 12/22/2025 | 886145 | Solid Waste Systems Inc    | Fleet              | \$ 134.58    | P18030SPO                                         |
| 12/22/2025 | 886145 | Solid Waste Systems Inc    | Fleet              | \$ 22.22     | P18030SPO                                         |
| 12/22/2025 | 886145 | Solid Waste Systems Inc    | Street/Traffic     | \$ 1,021.32  | CUTTING EDGE                                      |
| 12/22/2025 | 886145 | Solid Waste Systems Inc    | Street/Traffic     | \$ 293.94    | SHIPPING                                          |
| 12/22/2025 | 886151 | Midland Mechanical Inc     | Ballpark Donations | \$ 7,284.00  | repair leak in outfield at dehler - 5915          |
| 12/22/2025 | 886152 | Stewart Title Company      | CDBG               | \$ 10,000.00 | FTHB - 1640 Lewis Ave.                            |
| 12/22/2025 | 886162 | Tire-Rama                  | Solid Waste        | \$ 515.00    | Dismount, rotate and mount tires                  |
| 12/22/2025 | 886162 | Tire-Rama                  | Solid Waste        | \$ 737.50    | Dismount, rotate and repairs.                     |
| 12/22/2025 | 886162 | Tire-Rama                  | Solid Waste        | \$ 229.98    | tariler 0205 (hotsee trailer) tires               |
| 12/22/2025 | 886162 | Tire-Rama                  | Solid Waste        | \$ 845.00    | tire dismount, repair, rotate and mount           |
| 12/22/2025 | 886162 | Tire-Rama                  | Solid Waste        | \$ 135.00    | Tire dismount, rotate and repair.                 |
| 12/22/2025 | 886162 | Tire-Rama                  | Solid Waste        | \$ 219.90    | Tire Repairs - Collection                         |
| 12/22/2025 | 886162 | Tire-Rama                  | Solid Waste        | \$ 3,756.00  | Tires - Collection s                              |
| 12/22/2025 | 886162 | Tire-Rama                  | Solid Waste        | \$ 1,927.50  | Tires - Collections                               |
| 12/22/2025 | 886162 | Tire-Rama                  | Solid Waste        | \$ 3,910.90  | Tires - Collections                               |

| Check Date | Check  | Name                               | Fund Name        | Amount       | Item Desc                                     |
|------------|--------|------------------------------------|------------------|--------------|-----------------------------------------------|
| 12/22/2025 | 886162 | Tire-Rama                          | Solid Waste      | \$ 261.19    | Tires..SW Collections                         |
| 12/22/2025 | 886163 | TK Elevator                        | Stillwater Const | \$ 24,519.33 | elevator equipment at the Stillwater Building |
| 12/22/2025 | ACH    | Town & Country Supply Association  | Airport          | \$ 18,771.20 | Invoice #451233. QTA Car Rental Fuel          |
| 12/22/2025 | ACH    | Town & Country Supply Association  | Fleet            | \$ 2,937.81  | 451371                                        |
| 12/22/2025 | ACH    | Town & Country Supply Association  | Fleet            | \$ 7,988.86  | 451371                                        |
| 12/22/2025 | ACH    | Town & Country Supply Association  | Fleet            | \$ 2.13      | 451371                                        |
| 12/22/2025 | ACH    | Town & Country Supply Association  | Fleet            | \$ 3,152.78  | 451371                                        |
| 12/22/2025 | ACH    | Town & Country Supply Association  | Fleet            | \$ 4,197.22  | 451371                                        |
| 12/22/2025 | ACH    | Town & Country Supply Association  | Public Safety    | \$ 3,770.38  | Unleaded fuel and diesel for stations         |
| 12/22/2025 | ACH    | Town & Country Supply Association  | Solid Waste      | \$ 2.39      | 451812                                        |
| 12/22/2025 | ACH    | Town & Country Supply Association  | Solid Waste      | \$ 12,480.97 | 451812                                        |
| 12/22/2025 | ACH    | Town & Country Supply Association  | Transit          | \$ 4,398.80  | 451106 unleaded fuel                          |
| 12/22/2025 | ACH    | Tractor & Equipment Co.            | Fleet            | \$ 79.88     | BLCS0875005                                   |
| 12/22/2025 | ACH    | Tractor & Equipment Co.            | Solid Waste      | \$ 81.62     | ELBOW                                         |
| 12/22/2025 | ACH    | Tractor & Equipment Co.            | Solid Waste      | \$ 1,378.97  | ELEMENT                                       |
| 12/22/2025 | ACH    | Tractor & Equipment Co.            | Solid Waste      | \$ 132.71    | HINGE                                         |
| 12/22/2025 | ACH    | Tractor & Equipment Co.            | Solid Waste      | \$ 6,564.00  | LUBRICATION SYSTEM                            |
| 12/22/2025 | ACH    | Tractor & Equipment Co.            | Solid Waste      | \$ 691.70    | MISC                                          |
| 12/22/2025 | 886170 | Tyler Technologies Inc             | Public Safety    | \$ 525.00    | Qty. 20 Mapping Licenses -Police              |
| 12/22/2025 | 886170 | Tyler Technologies Inc             | Public Safety    | \$ 3,000.00  | Qty. 20 Mapping Licenses -Police              |
| 12/22/2025 | 886172 | Utilities Underground Location Ctr | Storm Sewer      | \$ 896.88    | Locates for November 2025 = 2050              |
| 12/22/2025 | 886172 | Utilities Underground Location Ctr | Street/Traffic   | \$ 896.87    | Locates for November 2025 = 2050              |
| 12/22/2025 | 886172 | Utilities Underground Location Ctr | Street/Traffic   | \$ 896.87    | Locates for November 2025 = 2050              |
| 12/22/2025 | 886172 | Utilities Underground Location Ctr | Wastewater       | \$ 448.44    | Locates for November 2025 = 2050              |
| 12/22/2025 | 886172 | Utilities Underground Location Ctr | Water            | \$ 448.44    | Locates for November 2025 = 2050              |
| 12/22/2025 | 886173 | Van Arsdale Construction           | CDBG             | \$ 12,641.04 | 1302 Parkhill / Partial Retainage Release     |
| 12/22/2025 | 886174 | Verizon Wireless                   | Engineering      | \$ 67.33     | PW-Engineering                                |
| 12/22/2025 | 886174 | Verizon Wireless                   | Fleet            | \$ 42.87     | Motor Pool                                    |
| 12/22/2025 | 886174 | Verizon Wireless                   | General          | \$ 77.30     | City Administrator 0100-13130-403450          |
| 12/22/2025 | 886174 | Verizon Wireless                   | General          | \$ 10.02     | Code Enf. Tina Hoeger Laptop and Cell Phones  |
| 12/22/2025 | 886174 | Verizon Wireless                   | General          | \$ 270.55    | Code Enf. Tina Hoeger Laptop and Cell Phones  |
| 12/22/2025 | 886174 | Verizon Wireless                   | General          | \$ 40.01     | Code Enforcement Laptop -Todd Morgan          |
| 12/22/2025 | 886174 | Verizon Wireless                   | Library          | \$ 362.83    | Library -2600-55120-403450                    |

| Check Date | Check  | Name             | Fund Name      | Amount      | Item Desc                                      |
|------------|--------|------------------|----------------|-------------|------------------------------------------------|
| 12/22/2025 | 886174 | Verizon Wireless | Library        | \$ 38.65    | Library -2600-55120-403450                     |
| 12/22/2025 | 886174 | Verizon Wireless | Library        | \$ (900.00) | Library -2600-55120-403450                     |
| 12/22/2025 | 886174 | Verizon Wireless | Parking        | \$ 193.25   | Parking                                        |
| 12/22/2025 | 886174 | Verizon Wireless | PD Program     | \$ 386.50   | CCSIU Cell/PTT                                 |
| 12/22/2025 | 886174 | Verizon Wireless | PD Program     | \$ 80.02    | CCSIU RAVEN                                    |
| 12/22/2025 | 886174 | Verizon Wireless | Phone System   | \$ 80.02    | WRF Cradle Point Belknap Cradle Point          |
| 12/22/2025 | 886174 | Verizon Wireless | Public Safety  | \$ 40.01    | Bait Car                                       |
| 12/22/2025 | 886174 | Verizon Wireless | Public Safety  | \$ 40.01    | Fire Drone Hotspot                             |
| 12/22/2025 | 886174 | Verizon Wireless | Public Safety  | \$ 40.01    | Fire MDT -1500-22210-403450                    |
| 12/22/2025 | 886174 | Verizon Wireless | Public Safety  | \$ 20.02    | Fire MDT -1500-22210-403450/ Test Verizon iPad |
| 12/22/2025 | 886174 | Verizon Wireless | Public Safety  | \$ 20.02    | Fire MDT -1500-22210-403450/ Test Verizon iPad |
| 12/22/2025 | 886174 | Verizon Wireless | Public Safety  | \$ 320.08   | MDT Toughbooks                                 |
| 12/22/2025 | 886174 | Verizon Wireless | Public Safety  | \$ 40.04    | MDT Toughbooks                                 |
| 12/22/2025 | 886174 | Verizon Wireless | Public Safety  | \$ 78.66    | Police Bait Car and SRO Boeckel                |
| 12/22/2025 | 886174 | Verizon Wireless | Public Safety  | \$ 40.01    | Police iPad St John                            |
| 12/22/2025 | 886174 | Verizon Wireless | Public Safety  | \$ -        | Police MiFi                                    |
| 12/22/2025 | 886174 | Verizon Wireless | Solid Waste    | \$ 24.54    | PW-SW-ON CALL Solid Waste On Call              |
| 12/22/2025 | 886174 | Verizon Wireless | Street/Traffic | \$ 174.67   | PW-Streets                                     |
| 12/22/2025 | 886174 | Verizon Wireless | Street/Traffic | \$ 244.77   | PW-STRT TRFC Streets                           |
| 12/22/2025 | 886174 | Verizon Wireless | Transit        | \$ 309.02   | MET AVL                                        |
| 12/22/2025 | 886174 | Verizon Wireless | Transit        | \$ 970.36   | MET Max Transit                                |
| 12/22/2025 | 886174 | Verizon Wireless | Transit        | \$ 1,120.28 | MET Max Transit                                |
| 12/22/2025 | 886174 | Verizon Wireless | Transit        | \$ 280.07   | MET Transit 5710-71420-403160                  |
| 12/22/2025 | 886174 | Verizon Wireless | Wastewater     | \$ 520.13   | MET Tablets                                    |
| 12/22/2025 | 886174 | Verizon Wireless | Water          | \$ -        | PWBLKNP Water Treatment Brian Risser           |
| 12/22/2025 | 886174 | Verizon Wireless | Water          | \$ 40.01    | PWBLNP Comm-Meter CityWorks/Neptune            |
| 12/22/2025 | 886174 | Verizon Wireless | Water          | \$ 67.33    | PWBLNP Comm-Meter CityWorks/Neptune            |

**City Council Regular Business Meeting**

**Meeting Date:** 01/26/2026  
**TITLE:** Payment of Claims for week of December 29th, 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

**EXECUTIVE SUMMARY**

Claims in the amount of \$6,323,117.70 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

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

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.

**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.

**STAKEHOLDERS**

**ALTERNATIVES**

No other alternatives were analyzed.

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**Attachments**

CouncilMemo wk of 12292025

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| Check Date | Check # | Name                                        | Fund Name     | Amount        | Item Desc                                         |
|------------|---------|---------------------------------------------|---------------|---------------|---------------------------------------------------|
| 12/29/2025 | 886184  | ABM Industry Groups                         | Facilities    | \$ 11,836.00  | January 2026 Custodial Services at the BOC        |
| 12/29/2025 | 886185  | Ace Electric                                | Water         | \$ 4,400.00   | WO 25-12 Grounding and Bonding for the n          |
| 12/29/2025 | ACH     | Altitude Signal                             | St Maint Dist | \$ 6,590.00   | WO 26-22 Performance Module                       |
| 12/29/2025 | 886190  | Ardurra Group                               | Airport       | \$ 3,325.00   | Invoice #250420-20391. BIL IFE 2026 Taxilane      |
| 12/29/2025 | 886190  | Ardurra Group                               | Airport       | \$ 175.00     | Invoice #250420-20391. BIL IFE 2026 Taxilane      |
| 12/29/2025 | ACH     | Askin Construction                          | St Maint Dist | \$ 204,879.92 | WO 25-16 2025 Annual Street Reconstruction        |
| 12/29/2025 | ACH     | Askin Construction                          | Wastewater    | \$ 260,016.57 | WO 25-01 Contract 2 2025 Sewer Main Replac        |
| 12/29/2025 | 886192  | Beartooth Environmental                     | Solid Waste   | \$ 17,356.33  | Drummed Waste 12/08/2025                          |
| 12/29/2025 | 886195  | Billings Industrial Revitalization District | Tax Incrmnt E | \$ 44,937.50  | FY26 EBURD Operating Agreement.                   |
| 12/29/2025 | ACH     | Burns & McDonnell Engineering               | Water         | \$ 98,842.57  | WO1942 West End Water Treatment Plant Proj        |
| 12/29/2025 | 886199  | Century Link                                | Airport       | \$ 49.20      | Airport Terminal Power M                          |
| 12/29/2025 | 886199  | Century Link                                | Airport       | \$ 45.66      | Airport Alarm                                     |
| 12/29/2025 | 886199  | Century Link                                | Airport       | \$ 45.19      | Airport 1FB Line                                  |
| 12/29/2025 | 886199  | Century Link                                | Airport       | \$ 83.58      | Airport                                           |
| 12/29/2025 | 886199  | Century Link                                | Airport       | \$ 49.19      | Airport P9 Building                               |
| 12/29/2025 | 886199  | Century Link                                | Airport       | \$ 78.20      | Airport -Charges for Airport phone fax alarm line |
| 12/29/2025 | 886199  | Century Link                                | Airport       | \$ 31.99      | Bill Date: Aug 16, 2021. QTA Phone                |
| 12/29/2025 | 886199  | Century Link                                | Engineering   | \$ 118.40     | Measured Lines Depot 50/50                        |
| 12/29/2025 | 886199  | Century Link                                | EOC 911       | \$ 45.65      | 911                                               |
| 12/29/2025 | 886199  | Century Link                                | EOC 911       | \$ 45.65      | 911                                               |
| 12/29/2025 | 886199  | Century Link                                | EOC 911       | \$ 300.00     | 9-1-1 Center Landfill #2                          |
| 12/29/2025 | 886199  | Century Link                                | EOC 911       | \$ 311.26     | 9-1-1 Center Fox Reservoir #2                     |
| 12/29/2025 | 886199  | Century Link                                | EOC 911       | \$ 2,495.90   | 9-1-1 Center                                      |
| 12/29/2025 | 886199  | Century Link                                | Fleet         | \$ 44.69      | Motor Pool                                        |
| 12/29/2025 | 886199  | Century Link                                | General       | \$ -          | Cemetery Kenco Line                               |
| 12/29/2025 | 886199  | Century Link                                | IT Resources  | \$ (212.17)   | Kenco Security Alarm IT Alarm                     |
| 12/29/2025 | 886199  | Century Link                                | Library       | \$ 421.11     | Library 6 lines                                   |
| 12/29/2025 | 886199  | Century Link                                | P.W. Admin    | \$ 118.40     | Measured Lines Depot 50/50                        |
| 12/29/2025 | 886199  | Century Link                                | Park Dist 1   | \$ 66.00      | Parks                                             |
| 12/29/2025 | 886199  | Century Link                                | Park Dist 1   | \$ 63.00      | Stewart Park Batting Cages                        |
| 12/29/2025 | 886199  | Century Link                                | Park Dist 1   | \$ 46.00      | 406-657-3014 Parks 3890 Stillwater                |
| 12/29/2025 | 886199  | Century Link                                | Park Dist 1   | \$ 71.74      | MONTHLY CHARGES - DECEMBER 2025                   |
| 12/29/2025 | 886199  | Century Link                                | Parking       | \$ 35.19      | Park 2 Elevator Phone                             |

| Check Date | Check # | Name         | Fund Name     | Amount      | Item Desc                           |
|------------|---------|--------------|---------------|-------------|-------------------------------------|
| 12/29/2025 | 886199  | Century Link | Parking       | \$ 49.20    | Park 1 Elevator Phone               |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 57.91    | CPC 33809777                        |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 505.81   | CH 334061455                        |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ (926.04) | CH 334061455                        |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 57.91    | PRPL 334061456                      |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 118.08   | Library 4 lines                     |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 93.16    | Library 4 lines                     |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 163.89   | PRPL -Fax and Senior center fax     |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 115.86   | Airport Measured Lines              |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 108.40   | Met Measured Lines                  |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 112.68   | BOC Measured Lines                  |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 108.40   | PUD Measured Lines                  |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 2,764.00 | Main System Centrex                 |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 817.12   | Main System Centrex                 |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 616.31   | Main System Centrex                 |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 63.79    | MET Fax and Kenco Fax               |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 49.78    | Animal Control Fax                  |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 186.09   | BOC Alarms                          |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 62.03    | Fire Alarm                          |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 62.03    | Four Dances                         |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 57.91    | Miller Building                     |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 62.03    | Pioneer Park                        |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 62.03    | South Park                          |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 63.79    | Streets Fax                         |
| 12/29/2025 | 886199  | Century Link | Phone System  | \$ 191.37   | WWTP Conference Room                |
| 12/29/2025 | 886199  | Century Link | Planning      | \$ 54.20    | Planning Traffic Central Broadwater |
| 12/29/2025 | 886199  | Century Link | Planning      | \$ 54.20    | Planning Traffic Central 9th        |
| 12/29/2025 | 886199  | Century Link | Public Safety | \$ 49.20    | Fire Elevator                       |
| 12/29/2025 | 886199  | Century Link | Public Safety | \$ 46.19    | Crime Prevention Alarm              |
| 12/29/2025 | 886199  | Century Link | Public Safety | \$ 119.32   | Fire                                |
| 12/29/2025 | 886199  | Century Link | Public Safety | \$ 118.28   | Fire RR Crossing Alarm              |
| 12/29/2025 | 886199  | Century Link | Public Safety | \$ 59.20    | Fire 5 911 Line                     |
| 12/29/2025 | 886199  | Century Link | Public Safety | \$ 35.19    | Fire Maintenance Shop               |

| Check Date | Check # | Name                       | Fund Name       | Amount          | Item Desc                               |
|------------|---------|----------------------------|-----------------|-----------------|-----------------------------------------|
| 12/29/2025 | 886199  | Century Link               | Radio           | \$ 311.26       | Fire Airport Radio Tower WCK            |
| 12/29/2025 | 886199  | Century Link               | Radio           | \$ 311.26       | Fire Airport Radio Tower Jellison       |
| 12/29/2025 | 886199  | Century Link               | Solid Waste     | \$ 84.38        | Solid Waste Landfill                    |
| 12/29/2025 | 886199  | Century Link               | Solid Waste     | \$ 187.10       | SW Landfill                             |
| 12/29/2025 | 886199  | Century Link               | Street/Traffic  | \$ 35.19        | PW Traffic 3728 McDougall               |
| 12/29/2025 | 886199  | Century Link               | Street/Traffic  | \$ 49.20        | PW Traffic Signal 24 Central            |
| 12/29/2025 | 886199  | Century Link               | Wastewater      | \$ 56.33        | PUD Sahara Sand Lift Station            |
| 12/29/2025 | 886199  | Century Link               | Water           | \$ 39.44        | PUD Alarm Water Tower                   |
| 12/29/2025 | 886199  | Century Link               | Water           | \$ 186.09       | Water Department Alarm                  |
| 12/29/2025 | 886205  | Csi Shelving               | Park Dist 1     | \$ 2,955.83     | SHELVING FOR THE BOC - 17647            |
| 12/29/2025 | 886208  | Dakota Supply Group        | Water           | \$ 17,286.72    | 3/4" METER LOOPS AKA YOKE (7433MM33471) |
| 12/29/2025 | ACH     | Dick Anderson Construction | Water           | \$ 4,112,708.88 | WO 19-42 West End WTP Project - Constr  |
| 12/29/2025 | 886214  | DOWL                       | St Maint Dist   | \$ 2,069.83     | WO 23-11 Downtown 2-Way Street Convers  |
| 12/29/2025 | 886214  | DOWL                       | Tax Incrmnt N27 | \$ 7,655.92     | WO 23-11 Downtown 2-Way Street Convers  |
| 12/29/2025 | 350598  | EBMS Import                | City Ins Fund   | \$ 2,919.39     | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350599  | EBMS Import                | City Ins Fund   | \$ 7,772.31     | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350605  | EBMS Import                | City Ins Fund   | \$ 3,704.25     | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350638  | EBMS Import                | City Ins Fund   | \$ 10,563.22    | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350640  | EBMS Import                | City Ins Fund   | \$ 34,139.69    | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350641  | EBMS Import                | City Ins Fund   | \$ 4,282.00     | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350642  | EBMS Import                | City Ins Fund   | \$ 10,393.57    | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350644  | EBMS Import                | City Ins Fund   | \$ 52,697.22    | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350645  | EBMS Import                | City Ins Fund   | \$ 6,228.00     | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350646  | EBMS Import                | City Ins Fund   | \$ 6,626.73     | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350650  | EBMS Import                | City Ins Fund   | \$ 3,048.21     | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350656  | EBMS Import                | City Ins Fund   | \$ 3,094.69     | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350663  | EBMS Import                | City Ins Fund   | \$ 14,511.80    | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350672  | EBMS Import                | City Ins Fund   | \$ 29,382.37    | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350681  | EBMS Import                | City Ins Fund   | \$ 4,156.12     | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350685  | EBMS Import                | City Ins Fund   | \$ 2,820.93     | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350688  | EBMS Import                | City Ins Fund   | \$ 4,248.02     | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350707  | EBMS Import                | City Ins Fund   | \$ 4,361.24     | EBMS INSURANCE PAYMENTS                 |
| 12/29/2025 | 350710  | EBMS Import                | City Ins Fund   | \$ 5,426.41     | EBMS INSURANCE PAYMENTS                 |

| Check Date | Check #       | Name                        | Fund Name        | Amount        | Item Desc                                    |
|------------|---------------|-----------------------------|------------------|---------------|----------------------------------------------|
| 12/29/2025 | 350712        | EBMS Import                 | City Ins Fund    | \$ 2,510.30   | EBMS INSURANCE PAYMENTS                      |
| 12/29/2025 | 350733        | EBMS Import                 | City Ins Fund    | \$ 3,281.87   | EBMS INSURANCE PAYMENTS                      |
| 12/29/2025 | 350756        | EBMS Import                 | City Ins Fund    | \$ 4,581.29   | EBMS INSURANCE PAYMENTS                      |
| 12/29/2025 | 350758        | EBMS Import                 | City Ins Fund    | \$ 22,463.30  | EBMS INSURANCE PAYMENTS                      |
| 12/29/2025 | 350760        | EBMS Import                 | City Ins Fund    | \$ 13,442.24  | EBMS INSURANCE PAYMENTS                      |
| 12/29/2025 | 350762        | EBMS Import                 | City Ins Fund    | \$ 53,890.77  | EBMS INSURANCE PAYMENTS                      |
| 12/29/2025 | 350763        | EBMS Import                 | City Ins Fund    | \$ 2,568.00   | EBMS INSURANCE PAYMENTS                      |
| 12/29/2025 | 350769        | EBMS Import                 | City Ins Fund    | \$ 21,405.14  | EBMS INSURANCE PAYMENTS                      |
| 12/29/2025 | 350771        | EBMS Import                 | City Ins Fund    | \$ 3,446.76   | EBMS INSURANCE PAYMENTS                      |
| 12/29/2025 | 350790        | EBMS Import                 | City Ins Fund    | \$ 72,692.27  | EBMS INSURANCE PAYMENTS                      |
| 12/29/2025 | 350804        | EBMS Import                 | City Ins Fund    | \$ 21,232.93  | EBMS INSURANCE PAYMENTS                      |
| 12/29/2025 | 886216        | Empire Roofing              | Wastewater       | \$ 5,916.32   | Retainage Release Full                       |
| 12/29/2025 | 886220        | GMP Consultants             | P.W. Admin       | \$ 6,500.00   | Public Works Director Search                 |
| 12/29/2025 | 886224        | Hardrives Construction      | St Maint Dist    | \$ 54,467.37  | Retainage Release FULL                       |
| 12/29/2025 | ACH HDR, Inc. | HDR, Inc.                   | Wastewater       | \$ 13,007.68  | WO 26-08 WRF Digester Gas Piping Replac      |
| 12/29/2025 | ACH HDR, Inc. | HDR, Inc.                   | Water            | \$ 176,360.75 | WO 19-12 West End Reservoir; Pmt 80          |
| 12/29/2025 | 886230        | J&N Tactical LLC            | PD Program       | \$ 25,625.00  | Draco Gas Delivery System - SWATHIDTA        |
| 12/29/2025 | 886231        | Kittelsohn & Associates     | Planning         | \$ 994.91     | Professional services through Nov, 2025      |
| 12/29/2025 | 886231        | Kittelsohn & Associates     | St Maint Dist    | \$ 2,467.75   | WO 25-38 Division St Signal Coordination     |
| 12/29/2025 | 886231        | Kittelsohn & Associates     | St Maint Dist    | \$ 4,365.08   | WO 25-39 Grand Ave Signal Coordination       |
| 12/29/2025 | 886232        | Knife River                 | Gas Tax          | \$ 10,234.84  | WO 25-02 Missing Sidewalk Project            |
| 12/29/2025 | 886232        | Knife River                 | Sidewalk Const   | \$ -          | WO 25-02 Missing Sidewalk Project            |
| 12/29/2025 | 886232        | Knife River                 | St Maint Dist    | \$ 107,012.71 | Retainage Release Full                       |
| 12/29/2025 | 886232        | Knife River                 | St Maint Dist    | \$ 14,702.07  | Retainage Release FULL                       |
| 12/29/2025 | 886232        | Knife River                 | Street/Traffic   | \$ 5,818.68   | Sand/Salt Mixture for sanding slick stre     |
| 12/29/2025 | 886242        | Millennium Electric LLC     | SID Const        | \$ 10,133.48  | Retainage Release FULL                       |
| 12/29/2025 | 886245        | Montana CSED                | Payroll Clearing | \$ 6,142.70   | Payroll Summary                              |
| 12/29/2025 | 886247        | Montana Dakota Utilities Co | Airport          | \$ 633.94     | 129 573 1000 1. Mud Wash. December 2025      |
| 12/29/2025 | 886247        | Montana Dakota Utilities Co | Airport          | \$ 152.00     | 160 7233573 6. USDA. December 2025           |
| 12/29/2025 | 886247        | Montana Dakota Utilities Co | Airport          | \$ 4,047.39   | 179 053 7751 5. New Terminal. Dec 2025       |
| 12/29/2025 | 886247        | Montana Dakota Utilities Co | Airport          | \$ 316.90     | 185 850 1000 7. TSA. December 2025           |
| 12/29/2025 | 886247        | Montana Dakota Utilities Co | Airport          | \$ 53.24      | 229 573 1000 0. Detail Bay 1 Hertz. Dec 2025 |
| 12/29/2025 | 886247        | Montana Dakota Utilities Co | Airport          | \$ 302.27     | 283 116 0655 3. Alpine. December 2025        |

| Check Date | Check # | Name                        | Fund Name     | Amount       | Item Desc                                     |
|------------|---------|-----------------------------|---------------|--------------|-----------------------------------------------|
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Airport       | \$ 1,500.01  | 285 580 1000 6                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Airport       | \$ 154.10    | 295 580 1000 4. Aero Interiors. Dec 2025      |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Airport       | \$ 139.50    | 329 573 1000 9. Detail Bay 3 Enterprise.      |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Airport       | \$ 69.23     | 429 573 1000 8. Detail Bay 4 Avis/Budget.     |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Airport       | \$ 52.54     | 529 573 1000 7. Detail Bay 5 Thrifty/Dollar.  |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Airport       | \$ 3,306.27  | 595 580 1000 1                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Airport       | \$ 106.80    | 629 573 1000 6 . Detail Bay 2 National/Alamo. |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Airport       | \$ 876.47    | 706 580 1000 7                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Airport       | \$ 1,110.16  | 889 373 1000 6. Car Wash. December 2025       |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Facilities    | \$ 8,300.97  | 375 963 4481 4                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Facilities    | \$ 212.21    | 799 152 1209 0                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Library       | \$ 4,193.83  | 219 924 4851 0                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Park Dist 1   | \$ 61.52     | 112 138 9381 8                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Park Dist 1   | \$ 399.97    | 437 780 1000 9                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Park Dist 1   | \$ 62.19     | 501 473 1000 2                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Park Dist 1   | \$ 161.26    | 703 760 1000 8                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Park Dist 1   | \$ 304.61    | 902 360 1000 6                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Parking       | \$ 43.72     | 717 353 1000 6                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Public Safety | \$ 61.09     | 062 907 9494 7                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Public Safety | \$ 353.03    | 307 111 5825 0                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Public Safety | \$ 11.31     | 357 004 5071 7                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Public Safety | \$ 42.33     | 514 117 0478 9                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Public Safety | \$ 586.32    | 533 653 1000 1                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Public Safety | \$ 300.29    | 668 670 1000 2                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Public Safety | \$ 229.05    | 672 860 1000 3                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Public Safety | \$ 1,410.29  | 819 360 1000 8                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Public Safety | \$ 15.74     | 930 442 2308 4                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Public Safety | \$ 87.84     | 958 650 1000 3                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Public Safety | \$ 11.92     | 959 389 9168 4                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Public Safety | \$ 269.82    | 971 487 8549 2                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Wastewater    | \$ 6,846.25  | 293 780 1000 2                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Wastewater    | \$ 13,692.48 | 293 780 1000 2                                |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co | Wastewater    | \$ 6,846.25  | 293 780 1000 2                                |

| Check Date | Check # | Name                                       | Fund Name        | Amount        | Item Desc                                  |
|------------|---------|--------------------------------------------|------------------|---------------|--------------------------------------------|
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Wastewater       | \$ 11.06      | 470 750 1000 0                             |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Wastewater       | \$ 10.61      | 559 250 1000 5                             |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Wastewater       | \$ 4.18       | 596 733 1000 5                             |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Wastewater       | \$ 3.40       | 713 064 3190 0                             |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Wastewater       | \$ 94.26      | 735 453 1000 2                             |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Wastewater       | \$ 4.17       | 843 879 2205 1                             |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Water            | \$ 16.60      | 162 660 1000 4                             |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Water            | \$ 64.37      | 3113 Stanford                              |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Water            | \$ 51.95      | 373 580 1000 9                             |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Water            | \$ 51.94      | 373 580 1000 9                             |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Water            | \$ 79.71      | 541 380 1000 1                             |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Water            | \$ 301.01     | 825 150 1000 5                             |
| 12/29/2025 | 886247  | Montana Dakota Utilities Co                | Water            | \$ 17.41      | 921 580 1000 6                             |
| 12/29/2025 | 886248  | MFPE                                       | Payroll Clearing | \$ 2,997.28   | Payroll Summary                            |
| 12/29/2025 | 886249  | Montana First Responder Psychological Svcs | Public Safety    | \$ 5,100.00   | 40-Hour peer support training              |
| 12/29/2025 | 886250  | MLEA                                       | Public Safety    | \$ 14,820.00  | 25397, MLEA LEOB #188                      |
| 12/29/2025 | ACH     | Montana Lines                              | St Maint Dist    | \$ 207,241.45 | WO 25-99 Signal Upgrade - Const Contract   |
| 12/29/2025 | 886251  | MSFA                                       | Payroll Clearing | \$ 6,162.22   | Payroll Summary                            |
| 12/29/2025 | 886252  | Morrison Maiерle                           | Airport          | \$ 984.11     | Pavement Condition Index Survey Federal    |
| 12/29/2025 | 886252  | Morrison Maiерle                           | Airport          | \$ 51.80      | Pavement Condition Index Survey Local      |
| 12/29/2025 | 886252  | Morrison Maiерle                           | Airport          | \$ 78,242.53  | Runway Reconstruction & Extension Proj-Fed |
| 12/29/2025 | 886252  | Morrison Maiерle                           | Airport          | \$ 4,118.03   | Runway Reconstruction & Extension Proj-Loc |
| 12/29/2025 | 886253  | MPPA                                       | Payroll Clearing | \$ 3,957.66   | Payroll Summary                            |
| 12/29/2025 | 886255  | MT Dept of Revenue-CGR2                    | Gas Tax          | \$ 103.38     | WO 25-02 Missing Sidewalk Project; Pmt 5   |
| 12/29/2025 | 886255  | MT Dept of Revenue-CGR2                    | Sidewalk Const   | \$ -          | WO 25-02 Missing Sidewalk Project          |
| 12/29/2025 | 886255  | MT Dept of Revenue-CGR2                    | St Maint Dist    | \$ 846.63     | Ret Rel Full                               |
| 12/29/2025 | 886255  | MT Dept of Revenue-CGR2                    | St Maint Dist    | \$ 1,080.94   | Ret Rel Full                               |
| 12/29/2025 | 886255  | MT Dept of Revenue-CGR2                    | St Maint Dist    | \$ 550.18     | Retainage Release FULL                     |
| 12/29/2025 | 886255  | MT Dept of Revenue-CGR2                    | St Maint Dist    | \$ 2,069.49   | WO 25-16 2025 Annual Street Reconstruction |
| 12/29/2025 | 886255  | MT Dept of Revenue-CGR2                    | St Maint Dist    | \$ 2,093.35   | WO 25-99 Signal Upgrade Const Contract     |
| 12/29/2025 | 886255  | MT Dept of Revenue-CGR2                    | Wastewater       | \$ 59.76      | Retainage Release FULL                     |
| 12/29/2025 | 886255  | MT Dept of Revenue-CGR2                    | Wastewater       | \$ 30.00      | WO 23-22 WRF Digester Boiler..Construction |
| 12/29/2025 | 886255  | MT Dept of Revenue-CGR2                    | Wastewater       | \$ 2,626.43   | WO 25-01 Contract 2 2025 Sewer Main Repla  |

| Check Date | Check # | Name                    | Fund Name      | Amount       | Item Desc                                     |
|------------|---------|-------------------------|----------------|--------------|-----------------------------------------------|
| 12/29/2025 | 886255  | MT Dept of Revenue-CGR2 | Water          | \$ 41,542.52 | WO 19-42 West End WTP Construction            |
| 12/29/2025 | 886255  | MT Dept of Revenue-CGR2 | SID Const      | \$ 102.36    | Retainage Release FULL                        |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Street/Traffic | \$ 208.74    | pipe for storm line replacement               |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Street/Traffic | \$ 626.22    | pipe for storm line replacement               |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Street/Traffic | \$ 516.05    | pipe/parts/glue for De Ice tanks @ shop       |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 234.92    | consumable tools/fittings for Non Pot Li      |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 1,907.90  | Digester Heat Exchanger Project Parts         |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 1,023.16  | Digester Heat Exchanger Valve Replacemen      |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 480.39    | filters for drinking fountains in WRF Fa      |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 788.25    | fitting brushes, coupling, bolts              |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 1,057.20  | materials for heat trace nonpot/pot/boil      |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 488.08    | Plumbing Components for Digester Heat Ex      |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 29.36     | Primary Digester gas Compressor repair p      |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 751.38    | Replacing copper line in Digester Boiler      |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 417.46    | Valves, Step Bit                              |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 39.24     | 1/4" X 2" BRASS NIPPLE                        |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 94.20     | 1-1/2" X 1" BRASS BUSHING P/N: 0406385        |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 98.64     | 1-1/4" X 1" COMPRESSION COUPLING CTS          |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 567.27    | 2" TD METER FLANGES OVAL CI P/N: 2038244      |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 2,112.54  | 2" X 17" MACH 10 METER (202NS04791)           |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 96.00     | 2-1/2" LIQUID FILLED 0 TO 160 - 1/4" GAUGE    |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 9,383.10  | 3" MACH 10 METER P/N: 2022465                 |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 10.96     | 3/4" PVS SCH 80 SXF - ADAPTER (835007)        |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 119.20    | 3/4" X 1/4" BRASS HEX - BUSHING (0400552)     |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 54.84     | 3/4" X CLOSE BRASS NIPPLE P/N: 0430684        |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 8,233.32  | 4" X 20" MACH 10 R900I CU FT P/N: 2022465     |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 228.38    | 6" BELL JOINT CLAMP 6.90-7.10                 |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 217.60    | 681920 7/8" SHELL CUTTER - 1" TAP             |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 207.46    | BLACK COUPLING 1-1/4" P/N: 0320060            |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 40.65     | BLACK NIPPLE 1-1/4" X 4" P/N: 0451298         |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 61.00     | BLACK NIPPLE 1-1/4" X 4-1/2" P/N: 0451302     |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 125.97    | flange for Chapple 2MG Reservoir Level S      |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water          | \$ 139.47    | Freight Charge for 18' MJ Gaskets Overnighted |

| Check Date | Check # | Name                    | Fund Name  | Amount       | Item Desc                                    |
|------------|---------|-------------------------|------------|--------------|----------------------------------------------|
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 18.96     | HOSE CLAMP 1/2"-1 1/4" DIA                   |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 203.29    | HOSE NOZZLE K81 - 1/4 TURN (#K8140)          |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 357.98    | OPERATING STEM NUT - K8102 - FOR K81         |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 100.90    | Parts for Vac                                |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 8,229.60  | R-900 ENHANCED WALL RR                       |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 13,716.00 | R-900 ENHANCED WALL RR                       |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 3,405.56  | R900 MIU W/6' WIRE 13442-                    |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 27.60     | staples CL2 system adapter                   |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 26.34     | staples CL2 System coupling                  |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 16,950.14 | Voelker # 4 Parts                            |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 227.30    | water parts                                  |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 231.58    | water parts                                  |
| 12/29/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 502.24    | water parts                                  |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 2,656.87  | 0100483-7. Runway Lights. December 2025      |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 1,384.46  | 0100484-5. ARFF Facility. December 2025      |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 388.11    | 0712792-1. IP-7. December 2025               |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 1,078.23  | 0712800-2. IP-9. December 2025               |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 515.27    | 0712809-3. Alpine. December 2025             |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 145.42    | 1138926-9. Aero Interiors. December 2025     |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 524.60    | 1669567-8. TSA. December 2025                |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 1,373.02  | 1993430-6. Car Wash. December 2025           |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 446.61    | 2001846-1. Mud Wash. December 2025           |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 422.29    | 2001848-7. Detail Bay 1 Hertz. December 2025 |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 337.66    | 2001855-2. Detail bay 2 National/Alamo.      |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 164.37    | 2001862-98. Detail Bay 3 Enterprise.         |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 459.51    | 2001865-1. Detail Bay 4 Avis/Budget.         |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 106.51    | 2001867-7. Detail Bay 5 Thrifty/Dollar.      |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 108.42    | 3085107-5. Employee Parking. December 2025   |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 258.17    | 3446396-8. USDA. December 2025               |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 2,052.89  | 3477231-9. Parking Zone. December 2025       |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 40.05     | 3733186-5. Airport Storage. December 2025    |
| 12/29/2025 | 886260  | NorthWestern Energy     | Airport    | \$ 177.10    | 4318482-9. ASF. December 2025                |
| 12/29/2025 | 886260  | NorthWestern Energy     | Wastewater | \$ 338.85    | 822 Shiloh Crossing BLVD Lift...Nov 2025     |

| Check Date | Check # | Name                               | Fund Name        | Amount       | Item Desc                                   |
|------------|---------|------------------------------------|------------------|--------------|---------------------------------------------|
| 12/29/2025 | 886261  | Paramedic Services of Illinois Inc | Building         | \$ 25,694.70 | Plan Review #25-10777 Intermountain Health  |
| 12/29/2025 | 886261  | Paramedic Services of Illinois Inc | Building         | \$ 2,655.00  | Plan Review #25-11040 Intermountain Health  |
| 12/29/2025 | 886268  | Rimrock Engineering Inc            | Airport          | \$ 7,800.00  | Invoice #03-48294. Engineering Services     |
| 12/29/2025 | 886274  | Simply Family Magazine Inc         | Library          | \$ 343.00    | 8174 January 2026                           |
| 12/29/2025 | 886274  | Simply Family Magazine Inc         | Park Dist 1      | \$ 12,035.36 | advertising 8042, 8134                      |
| 12/29/2025 | 886278  | Star Service Inc                   | Wastewater       | \$ 2,970.00  | WO 23-22 WRF Digester Boiler...Construction |
| 12/29/2025 | ACH     | Teamsters Union Local 190          | Payroll Clearing | \$ 10,570.50 | Payroll Summary                             |
| 12/29/2025 | 886288  | Terracon Consultants Inc.          | St Maint Dist    | \$ 157.50    | WO 24-32 N 14th St Gravel Street Impr.      |
| 12/29/2025 | 886288  | Terracon Consultants Inc.          | St Maint Dist    | \$ 2,410.00  | WO 25-16 2025 Annual Street Recon...Conc    |
| 12/29/2025 | 886288  | Terracon Consultants Inc.          | Storm Sewer      | \$ 1,130.00  | WO 25-13 Concrete Tests, Core Density Te    |
| 12/29/2025 | ACH     | Town & Country Supply Association  | Fleet            | \$ 2.49      | 451236                                      |
| 12/29/2025 | ACH     | Town & Country Supply Association  | Fleet            | \$ 17,528.91 | 451236                                      |
| 12/29/2025 | ACH     | Town & Country Supply Association  | Fleet            | \$ 3,463.98  | 451237                                      |
| 12/29/2025 | ACH     | Town & Country Supply Association  | Fleet            | \$ 3,998.82  | 451237                                      |
| 12/29/2025 | ACH     | Town & Country Supply Association  | Fleet            | \$ 9,116.25  | 451237                                      |
| 12/29/2025 | ACH     | Town & Country Supply Association  | Fleet            | \$ 2.22      | 451237                                      |
| 12/29/2025 | 886290  | TraffiCalm Systems                 | Tax Incrmnt N27  | \$ 12,468.00 | WO 26-15 Montana Ave RRFB's                 |
| 12/29/2025 | 886290  | TraffiCalm Systems                 | Tax Incrmnt N27  | \$ 4,339.00  | WO 26-15 Montana Ave RRFB's...              |
| 12/29/2025 | ACH     | VertexOne Software                 | P.W. Admin       | \$ 3,831.37  | Service for November 2025                   |

**City Council Regular Business Meeting**

**Meeting Date:** 01/26/2026  
**TITLE:** Public Hearing and Resolution Setting PRPL Fees  
**PRESENTED BY:** Gavin Woltjer  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

PRPL staff recommends Council approve the proposed fee adjustments as presented in consideration of the department's overall fiscal strategies to reduce the margin of yearly operating deficits. PRPL Board voted unanimously to approve and recommend to Council the suggested fee adjustments at the 14 January 2026 PRPL Board meeting.

**EXECUTIVE SUMMARY**

As part of overall fiscal management, PRPL adjusts fees to offset operating costs. The suggested adjustments presented to Council address this strategy. The last time PRPL adjusted fees was in 2020. Approving the suggested adjustments as presented establishes a new timeline of analyzing possible adjustments on a yearly basis with the completion of segregating fees into three categories: Council approval, Administration approval, or PRPL approval. A Resolution for these suggested adjustments is attached to this memo for consideration. PRPL staff introduced this topic at the 5 January 2026 work session. PRPL Board voted unanimously to approve and recommend to Council the suggested fee adjustments at the 14 January 2026 PRPL Board meeting.

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

PRPL adjusts fees associated with park amenities or user space to offset operating costs. These adjustments are used to cover increased expenses related to maintenance, seasonal wages, and subsidization of other programs. Adjustments to fees last occurred in 2020. Before the 2020 adjustment was implemented, PRPL adjusted fees in 2014. PRPL staff presented suggested new fee adjustments at the 5 January 2026 work session. Approving the suggested adjustments as presented establishes a new timeline of analyzing possible adjustments on a yearly basis with the completion of segregating fees into three categories: Council approval, Administration approval, or PRPL approval.

Approval of the suggested fee adjustments is projected to increase revenue by \$105,975. (Recreation program increases are not included in this projected revenue.) The areas affected by these adjustments include: pool admissions, water slide fees, pool season passes, swimming pool private rental fees, park shelter rental fees, neighborhood center rental fees, community sound stage rental fees, alcohol permits, park use permits, and non-resident fee. PRPL offers a scholarship program to help families offset costs associated in some of the aforementioned areas. PRPL granted 219 scholarships in 2025. For more information regarding PRPL scholarships, please visit [PARK SCHOLARSHIPS](#). PRPL's foundation, Partners-4-Parks (P4P), has agreed to help subsidize non-profits unable to meet the suggested fee adjustment regarding park permits. PRPL staff will work with non-profits regarding the application process and act as a liaison between the non-profit and P4P.

Suggested fee adjustments do not include any fees associated with the Courts Complex currently being constructed at the Amend Recreation Campus, fees associated with community gardens, or cemetery fees set in Resolution 23-11144.

**FISCAL EFFECTS**

The projected financial impact of the approved suggested adjustments will increase revenue to PRPL by approximately \$105,975 annually. This figure was calculated using 2025 data.

**STAKEHOLDERS**

City of Billings  
PRPL department  
Users of PRPL assets, amenities, and services

**ALTERNATIVES**

Council may approve suggested adjustments;  
Council may amend suggested adjustments;  
Council may choose not to approve suggested adjustments.

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**Attachments**

Resolution PRPL Fees 2026  
Fee Adjustment Comparison to Current 2025  
Parks and Recreation Revenue Impact Summary

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**RESOLUTION NO. 26-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF BILLINGS ESTABLISHING  
NEW FEES TO BE CHARGED BY THE CITY FOR SERVICES  
PROVIDED BY THE PARKS, RECREATION AND PUBLIC  
LANDS DEPARTMENT WITHIN THE RECREATION DIVISION,  
ESTABLISHING AN EFFECTIVE DATE, AND REPEALING  
RESOLUTION NO. 20-10892**

WHEREAS, The City of Billings provides certain services to the public within the Recreation Division through the Department of Parks, Recreation and Public Lands;  
and

WHEREAS, it is in the best interest of the citizens of the City that the City continue to be able to provide said services in a prudent fiscal manner and that the City Council establish new fee schedules to provide for said services;

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

1. Fees for Recreation Division Aquatic Services. The new fees to be charged by the City for Recreation Division aquatic services provided by the Department of Parks, Recreation and Public Lands, are hereby established as set forth below:

DAILY POOL ADMISSION FEES

|                                                               |               |        |
|---------------------------------------------------------------|---------------|--------|
| South Park Pool                                               | Youth 5-17    | \$4.00 |
|                                                               | Adult 18 & Up | \$6.00 |
| Rose Park Pool                                                | Youth 5-17    | \$5.00 |
|                                                               | Adult 18 & Up | \$8.00 |
| Ages 4 & Under – FREE (must be accompanied by a paying adult) |               |        |

POOL SEASON PASSES (Non-Transferable)

|                                                  |                       |          |
|--------------------------------------------------|-----------------------|----------|
| South Park Pool                                  | Youth 7-17 Pass       | \$ 40.00 |
|                                                  | Adult 18 & Up Pass    | \$ 80.00 |
|                                                  | Family (Up to 4) Pass | \$120.00 |
| Rose Park Pool                                   | Youth 7-17 Pass       | \$100.00 |
|                                                  | Adult 18 & Up Pass    | \$160.00 |
|                                                  | Family (Up to 4) Pass | \$260.00 |
| Family Pass additional members in same household |                       | \$ 30.00 |

Family Pass for Rose Pool includes a FREE Waterslide Punch Card good for 25 all day wristbands (\$100 value)

Low Income Individual Pool Pass Choice: 20-punch pass for Rose OR unlimited season pass for South \$10.00 per child

ROSE PARK POOL WATERSLIDE FEES (In addition to admission fee)

|                                                         |          |
|---------------------------------------------------------|----------|
| Single Slide                                            | \$ 1.00  |
| All Day Youth (17 & Under)                              | \$ 5.00  |
| All Day Adult (18 & Up)                                 | \$ 6.00  |
| Youth Waterslide Punch Card (25 punches - \$25 savings) | \$100.00 |

SWIMMING POOL PRIVATE RENTAL FEES (Lifeguards included, Limited hours available)

|                                 |            |
|---------------------------------|------------|
| Swim Team Pool Rentals          | \$125/Day  |
| Rose Pool Rental                | \$250/Hour |
| Rose Waterslide Rental          | \$200/Hour |
| Entire Rose Pool Complex Rental | \$400/Hour |
| South Park Pool Rental          | \$150/Hour |

2. Fees for Park Shelter Rentals. The new fees to be charged by the City for Park Shelter and Building rentals are hereby established as set forth below:

|                                                |           |
|------------------------------------------------|-----------|
| Rental Times are from 8:00AM – 10:00PM daily   |           |
| All Picnic Shelters                            | \$125/Day |
| All Park Buildings with enclosed service space | \$225/Day |

3. Fees for Recreation Center Building Rentals. The new fees to be charged by the City for Recreation Center Building Rentals are hereby established as set forth below:

|                                                    |          |
|----------------------------------------------------|----------|
| North Park Recreation Center - Hourly              | \$ 60.00 |
| North Park Recreation Center - ½ Day               | \$200.00 |
| North Park Recreation Center - All Day             | \$400.00 |
| Zimmerman Recreation Center - Hourly               | \$ 50.00 |
| Zimmerman Recreation Center - ½ Day                | \$150.00 |
| Zimmerman Recreation Center - All Day              | \$300.00 |
| All Rentals – Damage Deposit Required (Refundable) | \$250.00 |

4. Fees for Portable Community Soundstage Rentals. The new fees to be charged by the City for Portable Community Soundstage Rentals are hereby established as set forth below:

|                                                       |           |              |
|-------------------------------------------------------|-----------|--------------|
| Non-Profit Organization Event without Alcohol Served: |           |              |
| Basic Soundstage Rental                               | \$400/Day | \$500/2 Days |
| Sound System Rental (additional)                      | \$100/Day | \$200/2 Days |
| For-Profit Business Event and/or Alcohol Served:      |           |              |
| Basic Soundstage Rental                               | \$600/Day | \$700/2 Days |

|                                      |           |              |
|--------------------------------------|-----------|--------------|
| Sound System Rental (additional)     | \$100/Day | \$200/2 Days |
| Damage Deposit Required (Refundable) |           | \$250.00     |

Delay in take down fee – after a 15-minute grace period, event organizer will be charged \$50 per ½ hour until the stage crew can begin take down of stage

5. Fees for the Issuance of Park Alcohol Permits (possession/serving only – no sales). The new fees to be charged by the City for Park Alcohol Permits are hereby established as set forth below:

|                                                   |           |
|---------------------------------------------------|-----------|
| City Park Alcohol Permits* for possession/serving | \$100/Day |
| *Not available at Riverfront or Swords Parks      |           |

6. Fees for the Issuance of Park Use Permits for Non-Profit Organizations. The new fees to be charged by the City for Park Use Permits are hereby established as set forth below:

General Park Use Permits – less than 100 people \$200.00/per park  
(includes non-ballfield reoccurring sports and youth organizations)

Special Park Use Permits – less than 100 people \$300.00/Day  
(General Park Use Permit that also includes inflatable play structure insurance coverage naming the City of Billings as Additional Insured and/or food trucks)

Event Park Use Permits – 100+ people \$500.00/Day  
(Events open to the public that require insurance coverage naming the City of Billings as Additional Insured)

|                                   |                   |
|-----------------------------------|-------------------|
| Primary User Ballfield Permits    | \$ 50/field/month |
| Secondary User Ballfield Permits  | \$ 40/field/month |
| Tournament User Ballfield Permits | \$100/field/day   |

7. Miscellaneous fees for services. The new fees to be charged by the City for miscellaneous services are hereby established as set forth below:

|                                             |         |
|---------------------------------------------|---------|
| Non-Resident Fee per Registration or Rental | \$20.00 |
|---------------------------------------------|---------|

8. Notice of Hearing. On Monday January 26, 2026, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

9. Effective date. This resolution shall take effect January 27, 2026, and continue in full force and effect until changed by the City Council by subsequent resolution.

10. Repealer of Previous Fees. Any fees previously established which are inconsistent herewith are hereby repealed.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF BILLINGS

By: \_\_\_\_\_  
Mike Nelson, Mayor

ATTEST:

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

# Fee Adjustment Comparison

## DAILY POOL ADMISSION FEES

|                                                                                                                                                                                     |               | <u>Current</u> | <u>Proposed</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------|-----------------|
| South Park Pool                                                                                                                                                                     | Youth 5-17    | \$3.00         | \$4.00          |
|                                                                                                                                                                                     | Adult 18 & up | \$5.00         | \$6.00          |
| Rose Park Pool                                                                                                                                                                      | Youth 5-17    | \$4.00         | \$5.00          |
|                                                                                                                                                                                     | Adult 18 & up | \$7.00         | \$8.00          |
| Scholarship Individual Pool Pass - Choice of 20 punch pass for Rose Park Pool or unlimited season pass for South Pool - \$5.00 per individual pass issued - <b>Proposed \$10.00</b> |               |                |                 |

## ROSE PARK POOL WATERSLIDE FEES (In addition to admission fee)

|                                                    |         |          |
|----------------------------------------------------|---------|----------|
| Single Slide                                       | \$1.00  | \$1.00   |
| All Day Youth (17 & under)                         | \$4.00  | \$5.00   |
| All Day Adult (18 & up)                            | \$5.00  | \$6.00   |
| Waterslide Punch Card (25 punches)                 | \$80.00 | \$100.00 |
| For ages 17 & under non-replaceable/non-refundable |         |          |

## POOL SEASON PASSES

|                 |                                               |          |          |
|-----------------|-----------------------------------------------|----------|----------|
| South Park Pool | Youth 5-17 Pass                               | \$35.00  | \$40.00  |
|                 | Adult 18 & Up Pass                            | \$70.00  | \$80.00  |
|                 | Family Pass                                   | \$90.00  | \$120.00 |
|                 | Add Family Member                             | \$20.00  | \$30.00  |
|                 | Family Pass includes a Household of 4 members |          |          |
| Rose Park Pool  | Youth 7-17 Pass                               | \$80.00  | \$100.00 |
|                 | Adult 18 & Up Pass                            | \$140.00 | \$160.00 |
|                 | Family Pass                                   | \$220.00 | \$260.00 |
|                 | Add Family Member                             | \$20.00  | \$30.00  |
|                 | Family Pass includes a Household of 4 members |          |          |

## SWIMMING POOL PRIVATE RENTAL FEES (Limited hours available)

|                                 |            |          |
|---------------------------------|------------|----------|
| Swim Team Pool Rentals          | \$100/Day  | \$125.00 |
| Rose Pool Rental                | \$200/Hour | \$250.00 |
| Rose Waterslide Rental          | \$150/Hour | \$200.00 |
| Entire Rose Pool Complex Rental | \$300/Hour | \$400.00 |
| South Park Pool Rental          | \$125/Hour | \$150.00 |

## PARK SHELTER RENTAL FEES

|                                                       |           |          |
|-------------------------------------------------------|-----------|----------|
| All Picnic Shelters                                   | \$75/Day  | \$125.00 |
| All Park Shelters with enclosed service kitchen areas | \$150/Day | \$225.00 |
| All Park Craft Houses                                 | \$150/Day | \$225.00 |

## NEIGHBORHOOD CENTER RENTAL FEES

|                                                    |       |          |
|----------------------------------------------------|-------|----------|
| North Park Recreation Center - Hourly              | \$45  | \$60.00  |
| North Park Recreation Center - ½ Day               | \$150 | \$200.00 |
| North Park Recreation Center - All Day             | \$300 | \$400.00 |
| Zimmerman Recreation Center - Hourly               | \$40  | \$50.00  |
| Zimmerman Recreation Center - ½ Day                | \$125 | \$150.00 |
| Zimmerman Recreation Center - All Day              | \$250 | \$300.00 |
| All Rentals – Damage Deposit Required (Refundable) | \$150 | \$250.00 |

## **COMMUNITY SOUND STAGE RENTAL FEES**

Non-Profit Organization Event without Alcohol Served:

|                          |           |              |           |              |
|--------------------------|-----------|--------------|-----------|--------------|
| Basic Sound Stage Rental | \$350/Day | \$450/2 Days | \$400/Day | \$500/2 Days |
| Sound System Rental      | \$75/Day  | \$150/2 Days | \$100/Day | \$200/2 Days |

For-Profit Business Event and/or Alcohol Served:

|                          |           |              |           |              |
|--------------------------|-----------|--------------|-----------|--------------|
| Basic Sound Stage Rental | \$550/Day | \$650/2 Days | \$600/Day | \$700/2 Days |
| Sound System Rental      | \$75/Day  | \$150/2 Days | \$100/Day | \$200/2 Days |

## **ALCOHOL PERMITS**

|                 |             |              |
|-----------------|-------------|--------------|
| General Permits | \$75.00/Day | \$100.00/Day |
|-----------------|-------------|--------------|

## **PARK USE PERMITS**

|                                                                                                                             |               |               |
|-----------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| General Park Use Permits – less than 100 people<br>(Includes re-occurring use by non-profit sports and youth organizations) | \$150.00/Park | \$200.00/Park |
|-----------------------------------------------------------------------------------------------------------------------------|---------------|---------------|

|                                                                                                                                               |              |              |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| Special Park Use Permits – less than 100 people<br>(General Park Use Permit that also includes inflatable play structures and/or food trucks) | \$150.00/Day | \$300.00/Day |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|

|                                                                                                     |              |              |
|-----------------------------------------------------------------------------------------------------|--------------|--------------|
| Event Park Use Permits – 100+ people<br>(Events open to the public that require insurance coverage) | \$150.00/Day | \$500.00/Day |
|-----------------------------------------------------------------------------------------------------|--------------|--------------|

|                                   |                   |                     |
|-----------------------------------|-------------------|---------------------|
| Primary User Ballfield Permits    | \$75/field/season | \$50.00/field/month |
| Secondary User Ballfield Permits  | \$50/field/season | \$40.00/field/month |
| Tournament User Ballfield Permits | \$50/field/season | \$100.00/field/day  |

## **NON-RESIDENT FEE**

|                                                    |         |         |
|----------------------------------------------------|---------|---------|
| Additional Fee Per Activity Registration or Rental | \$10.00 | \$20.00 |
|----------------------------------------------------|---------|---------|

## Summary Parks and Recreation Fee Adjustment Impact

### Proposed Fee Adjustments

- Last Increase 2020
- Projections Based on 2025 Totals
- Approved by Resolution

|                                 |                  |
|---------------------------------|------------------|
| Swimming Pool Fees              | \$52,400         |
| Picnic Shelter Rentals          | \$11,150         |
| Park Use Permit Fee             | \$31,150         |
| Neighborhood Center Rental      | \$ 7,775         |
| Alcohol Permits                 | \$ 2,150         |
| Sound Stage                     | \$ 1,350         |
| <b>Projected Revenue Growth</b> | <b>\$105,975</b> |

**City Council Regular Business Meeting****Meeting Date:** 01/26/2026**TITLE:** Amendment to YWCA Contract for Northern Lights Family Justice Center funding**PRESENTED BY:** Gina Dahl**Department:** Legal**Presentation:** No**Legal Review:** Yes**Project Number:** N/A**RECOMMENDATION**

Staff recommends Council approve the amendments to the agreement with the YWCA.

**EXECUTIVE SUMMARY**

Since early 2023, the City has supported development of a Family Justice Center (FJC) through initial research by an AmeriCorps VISTA volunteer and a community readiness assessment by the Family Justice Center Alliance, which produced strategic recommendations for serving Yellowstone County. The City subsequently partnered with the YWCA to launch and sustain the FJC, appropriating \$200,000 in FY 2024 and approving continued funding of \$200,000 in FY 2025 and FY 2026, with future funding tied to the value of a mill (currently ~\$230K). The FJC is now housed on the YWCA campus - see attached FJC Impact Report. City funding enabled the FJC to hire staff, support coordinated service delivery, basic needs assistance, partner training, and outreach, while also assisting with a portion of operational costs. After nearly two years of operation, on-site partners have refined governance structure, staffing, and facility needs, determining that existing YWCA space is sufficient, that a separate LLC structure and building remodel are unnecessary, and that resources should be prioritized for direct services rather than additional administrative positions. The proposed amendments to the agreement reflect the established operations while maintaining collaboration and responsible use of City resources.

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

In February 2023, the City began hosting an AmeriCorps VISTA volunteer to serve for one year to research the funding and planning process of an FJC as well as network with community partner agencies and to evaluate community support for the concept. In June 2023, the City contracted with the Family Justice Center Alliance ("Alliance") to assess community readiness for and assist in the development of an FJC to serve victims of domestic violence and sexual assault and their children. The Alliance provided a strategic planning report which included several recommendations to move forward with planning an FJC to serve Yellowstone County.

In December 2023, the City agreed to partner with YWCA to provide funding assistance to hire a full-time position to coordinate the planning for an FJC in Billings. That agreement provided \$55,000 annually to the YWCA. Council later appropriated \$200,000 for fiscal year 2024 from the crime prevention fund to launch the FJC. In July 2024, a new agreement was approved by Council to memorialize the FY 24 contribution and to replace the December 2023 agreement and provide \$200,000 in FY 2025 and FY 2026. In FY 2027, the contribution will be "not less than" the value of one (1) mill to the FJC. The YWCA currently houses the FJC on its campus. The attached FJC Impact Report describes the accomplishments so far.

Northern Lights utilized the investment from the City of Billings to hire personnel to coordinate the continued implementation and growth of the FJC. In addition, a full-time Services Navigator was hired. The Services Navigator is responsible for conducting intakes with all guests at Northern Lights to include collection of demographic data and victimization data, and an evidence-based risk assessment. After intake, the Services Navigator works with the guest to develop a personalized safety plan and service plan. The Services Navigator serves as a liaison between the guest and the on- and off-site partners the guest receives services from. Additionally, a portion of the office and occupancy supplies for YWCA is covered by this funding to accommodate on-site partners working in the building and the increase in guests using services in the building. Northern Lights also hosted a soft-opening event in July 2024, inviting the community to tour and learn about the project. The City's contribution also assisted with printing of business cards and outreach brochures. This funding also assisted with registration fees and travel expenses for five Northern Lights partners to attend the annual Alliance for HOPE Annual Conference. A computer was purchased for the Services Navigator. Additionally, funds provide assistance with basic needs for Northern Lights guests. Examples include cell phones/phone cards that abusers don't have access to, transportation assistance (bus passes, Uber rides, gas cards), child care during court hearings or meetings with partner agencies, and other needs related to safety. Funding also assists with a portion of the indirect costs of operation being paid by YWCA, for example, annual audit and tax return filing, insurance, administrative and bookkeeping support, internet and utilities, office space, and meeting space.

This Amendment to the original Agreement is proposed to reflect the current state of the FJC. The initial contract was based on what the YWCA and City believed would be the best governance and best facilities structures. After being fully operational for nearly two years, the on-site partners who make up the FJC have refined operations and have a better understanding of governance, facility, and personnel needs.

The current on-site partners include two DV Investigators from the Billings Police Department, victim-witness specialists from the City and County Attorney's Offices, prosecutors from the City Attorney's Office, Job services, and MSU's Trio Student Support Services education program. Those resources are in addition to previously existing YWCA services, including housing navigation, civil legal assistance, advocacy/case management, and emergency shelter. All on-site service providers operate within the YWCA administration building. While the existing contract contemplated remodeling the vacant building on the YWCA campus, the YWCA and on-site partners foresee that a remodel will serve no purpose at this time, other than necessitating a second receptionist and encumbering a significant capital expense. Currently, the administration building can accommodate all existing on-site partners and has available space to accommodate additional on-site services as the FJC continues to increase and expand services. The current on-site partners have sufficient workspace, and multi-disciplinary office locations facilitate easy communication, collaboration, and service provision. The partners and their respective clients also receive the benefit of the administrative services provided by the YWCA receptionist.

The initial contract required the creation and registration of "Northern Lights FJC, LLC," as a subsidiary under the YWCA Billings. Upon further evaluation and consultation with the Alliance, it has been determined that the LLC governance body would merely create an additional layer of costs and administrative requirements without delegating any decision-making authority related to FJC operations. The YWCA Board of Directors would retain ultimate decision-making power over the FJC. The LLC and any related governing board would act in an advisory capacity only. An FJC Advisory Committee currently exists and includes on- and off-site partners who help inform the direction of the FJC. City staff working on-site will maintain the City's interests in FJC operations, and concerns over operations can be addressed by respective City department heads. Therefore, subsection 4.a. should be deleted from the Agreement.

Additional revisions are proposed based on current experience with FJC operations, which have provided insight into the additional personnel and associated programming necessary for effective services. When service needs and applicable funding sources arise, the YWCA will be responsible for hiring and staffing those positions. The preferred option is to pursue partnerships with existing service providers to fill gaps in services.

Similarly, the YWCA respects the goal of maintaining a low administration to service provision cost ratio. With the FJC moving out of development and into full operations, the number and frequency of development committee meetings is reduced. By necessity, program expansion is strategic and thoughtful, rather than a rapid attempt to amass as many programs as possible. Because of these changes, the YWCA and on-site partners do not see a need to fill the FJC Coordinator position. Funds allocated towards that administrative position are better spent towards service provision, as victims and survivors (FJC Guests) receive the benefits of wrap-around services. The YWCA intends to hire a full-time FJC Director in the near future.

The YWCA believes these amendments maintain the collaborative spirit while being responsible and strategic with City resources.

## **FISCAL EFFECTS**

\$200,000 was provided to the Northern Lights Family Justice Center in FY 2025. In FY 2026, \$200,000 will be provided in two distributions (1st Half in July and the second half in December). In FY 2027, the contribution to the FJC will be "not less than" the value of one (1) mill. Currently, the value of a mill is \$232,848.

## **STAKEHOLDERS**

### **ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

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## **Attachments**

Agreement with YWCA - FJC  
Proposed Amendment



## AGREEMENT

This Agreement (the “Agreement”) is effective July 15, 2024, between YWCA Billings, 909 Wyoming Avenue, Billings, Montana (“YWCA”), and City of Billings, Montana (“City”). YWCA and Billings may be referred to herein individually as a “Party” and collectively as the “Parties”. The purpose of this partnership is to outline the roles, activities, and reimbursement between Parties for the operations of the Northern Lights Family Justice Center (“Northern Lights”) in Billings.

## RECITALS

1. A family justice center (FJC) is a concept that co-locates government and community-based organizations under one roof to provide coordinated services to survivors of family violence, including domestic violence, sexual assault, child abuse, elder abuse, and human trafficking.

2. In June 2023, the City contracted with the Family Justice Center Alliance (“Alliance”) to assess community readiness for and assist in the development of an FJC to serve victims of domestic violence and sexual assault and their children.

3. After studying the community and conducting a study tour, focus groups, and strategic planning meetings, the Alliance provided a strategic planning report which included several recommendations to move forward with planning an FJC to serve Yellowstone County.

4. YWCA is a 501(c)(3) non-profit organization that provides vital support and services to survivors of domestic violence, sexual assault, and human trafficking to assist them towards a brighter, violence-free future.

5. YWCA has a vacant building as a result of the construction of a new shelter and housing units for individuals experiencing domestic violence, sexual assault, and human trafficking and is willing to provide an initial location to house an FJC on its campus.

6. YWCA is also willing to employ the necessary full- and part-time positions to operate the FJC with funding support from the City.

7. The City and YWCA share an interest in mitigating the factors leading to public safety issues in our community, including supporting families in creating stable, caring, and safe environments in which to raise children by partnering to open a family justice center in Billings. The Center will be known as Northern Lights.

8. In December 2023, the City and YWCA executed an agreement to fund a position to coordinate the planning process to launch an FJC. This Agreement is intended to replace the December 18, 2023, agreement and not supplement that funding.

## AGREEMENT

IT IS HEREBY AGREED AS FOLLOWS:

1. **Incorporation of Recitals.** The recitals are incorporated into this Agreement by this reference.

2. **Term.** The Agreement is effective July 15, 2024, and will remain in place until such time either party gives the other party notice as described in Section 6 and Section 14 below.

3. **Amount.** The City agrees to contribute \$200,000 in FY 2025 and FY 2026. In FY 2027 this commitment will be adjusted to not less than the value of one (1) mill annually to the operation of the Northern Lights Family Justice Center.

4. **YWCA Rights and Duties.**

- a. YWCA agrees to register Northern Lights Family Justice Center, LLC, as a subsidiary of YWCA Billings, with the Montana Secretary of State.
- b. YWCA will take responsibility for all administrative aspects of operation.
  - i. YWCA will maintain financial records that identify all revenues and expenditures of Northern Lights distinct from other YWCA operating costs.
- c. YWCA will employ all necessary positions to operate Northern Lights. Positions include one (1) full-time Coordinator and two (2) full-time Services Navigators. Additional anticipated positions to be added as the project grows include: one (1) full-time Director, one (1) full-time Legal Advocate/Paralegal, one (1) full-time Civil Attorney, one (1) full-time Therapist specializing addressing trauma in adults, and one (1) full-time Therapist specializing in addressing trauma in children.
- d. YWCA will provide office space on the YWCA campus at 909 Wyoming Ave. for all necessary FJC functions including adequate office space for City personnel housed at Northern Lights.
- e. YWCA agrees to reserve one-third (1/3) of the positions on the Northern Lights Family Justice Center, LLC board of managers for City appointees. The appointment process and required qualifications of board of managers members shall be specified by the YWCA.
- f. The Coordinator/Director will provide a report on operations and status of Northern Lights to the Billings City Council on a semi-annual basis, once in August or September and once in February or March. This report shall be in writing and include a presentation to Council, if requested by the City.
- g. YWCA will submit an invoice for payment twice annually in July and January.

5. **City's Rights and Duties.**

- a. The City agrees to pay its' annual allocation in two (2) equal installments in July and January.
- b. The first payment shall be made upon receipt of the invoice from YWCA requesting payment but no earlier than July 1, 2024.

- c. Unless otherwise agreed by the Parties, all subsequent payments shall be made on a semi-annual basis upon receipt of invoice requesting payment if Northern Lights has been operational for a majority of the previous six (6) months.
- d. The City agrees to locate the City of Billings DV unit, including Billings Police DV Investigators, at least one City DV prosecutor, and at least one victim-witness specialist at Northern Lights on the YWCA Campus on a schedule determined by the City and based on availability of City staff.
- e. The City will require all Billings Police Patrol Officers to participate in four (4) hours of training, annually, on topics related to domestic violence, sexual assault, human trafficking, elder abuse, and/or Northern Lights operating protocols and operations. Additionally, at least one additional optional training related to domestic violence, sexual assault, and human trafficking will be offered annually.
  - i. The Billings Police Department Chief and Training Sergeant will coordinate the training with the Northern Lights Director and/or Coordinator.
- f. The City will appoint one-third (1/3) of the directors to the Northern Lights board of managers in accordance with the qualifications and process described by the YWCA.

**6. Default and Termination.** Default shall be deemed to have occurred upon either party's failure or refusal to perform any term or condition of this agreement, provided thirty (30) days' notice of default is given to the defaulting party and the defaulting party fails or refuses to either cure or commence curing such default and diligently pursuing curation efforts to conclusion within ninety (90) days after having been provided written notice of such default. If such default is not cured within such period, either party may terminate this Agreement as of the expiration of such cure period or on such later date as may be specified in such notice.

Either party may terminate this Agreement at any time upon not less than ninety (90) days written notice.

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

**7. Relationship of Parties.** The parties agree that YWCA and the City shall at all times be acting and performing as independent contractors. The YWCA shall neither have nor exercise any control or direction over the methods by which the City or its personnel perform services. The City shall neither have nor exercise any control or direction over the methods by which YWCA or its personnel, including the Coordinator position described herein, perform services, nor shall YWCA or its personnel, including the Coordinator position described herein, be deemed employees of the City for any purpose whatsoever. Nothing herein shall be construed to create a joint venture or partnership between the parties or to authorize any party to act as an agent for any other party.

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

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

10. **Attorney's Fees and Costs.** In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of the Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

11. **Litigation Location.** The parties agree that this Agreement shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the Agreement or the performance of its terms.

12. **Indemnity.**  
YWCA shall:

- a. Indemnify and hold the City, its officers, agents, and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of YWCA or its agents or employees.
- b. Not indemnify and hold the City harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the City occurring during or as a result of the performance of the Agreement.
- c. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the City and YWCA, YWCA shall indemnify and hold the City harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the YWCA's or any subcontractor's wrongful or negligent acts occurring as a result from the YWCA's performance pursuant to this Agreement.

The City shall:

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

- e. Not indemnify and hold the YWCA harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the YWCA occurring during or as a result of the performance of the Agreement.
- f. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the YWCA and the City, the City shall indemnify and hold the YWCA harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the City's or any subcontractor's wrongful or negligent acts occurring as a result from the City's performance pursuant to this Agreement.

13. **Insurance.** YWCA shall maintain in good standing the insurance described in this Section. Before rendering any services under this Agreement, YWCA shall furnish the City with proof of insurance in accordance with this Section.

- a. YWCA shall provide the following insurance:
  - i. Workers' compensation and employer's liability coverage as required by Montana law.
  - ii. Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage in the amount of \$750,000 per claim and \$1,500,000 per occurrence.
  - iii. Automobile liability in the amount of \$1,500,000 per accident.
  - iv. Professional liability in the amount of \$1,500,000 per claim.

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

The City shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

YWCA shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. YWCA shall maintain workers' compensation insurance coverage for all members and employees of YWCA's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

YWCA shall furnish the City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption

from workers' compensation granted by law for independent contractors.

14. **Notice.** Any notice required or permitted to be given under or relating to this Agreement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by overnight courier to the other party as follows:

YWCA  
ATTN: Erin Lambert, CEO  
909 Wyoming Ave.  
Billings, MT 59101

City of Billings  
ATTN: Chris Kukulski, City Administrator  
210 North 27<sup>th</sup> Street  
P.O. Box 1178  
Billings, MT 59103-1178

Notices shall be deemed effective as of three (3) business days after the date of mailing (in case of notice given by mail) or on the date of delivery if hand delivered, including delivery by overnight courier. Either party may at any time change its address for notification purposes by mailing or delivering a notice as required hereinabove stating the change and setting forth the new address.

15. **Entire Agreement.** This Agreement, including any exhibits hereto, contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, written or oral, with respect to its subject matter, and there are no restrictions, agreements, promises, warranties, covenants, or undertakings between the parties with respect to the subject matter hereof other than those expressly set forth herein.

The December 18, 2023, agreement between the parties to fund a position to coordinate the planning of the launch of a family justice center is terminated and cancelled upon approval and execution of this agreement.

16. **Amendments.** In the event that the services provided under this Agreement require the parties to revise this Agreement to assure compliance with new laws and regulations, YWCA and the City agree to negotiate in good faith to establish appropriate policies and procedures and to amend this Agreement. If the parties are unable to amend or revise this Agreement to assure compliance, either party may terminate this Agreement prior to the implementation date of any relevant law or regulation. Only a written instrument duly executed by the parties may amend this Agreement.

17. **Assignment.** Except as otherwise provided in this Agreement, neither party may assign, delegate, transfer, or otherwise dispose of any of its rights, duties, or obligations hereunder without the prior written consent of all parties hereto.

18. **Severability.** In the event that any provision of this Agreement or the application thereof to any person in any circumstance is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect any other provision of this Agreement, or the application thereof in any other circumstance.

19. **Advertising and Publicity.** The City and YWCA each reserve the right to use and control the use of its name and all symbols, trademarks, and service marks presently existing or later established by it. Neither the City nor YWCA shall use the other party’s name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of that party and shall cease any such use immediately upon written notice from the other party or termination of this Agreement, whichever is sooner.

20. **No Third-Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as a third party beneficiary or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

21. **Contract Modifications for Prospective Legal Events.** In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, YWCA and the City shall amend this Agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between YWCA and the City.

**CITY OF BILLINGS, MONTANA**

DocuSigned by:  
*William A. Cole* 8/8/2024  
20A11D5423334EE  
\_\_\_\_\_  
William A. Cole, Mayor Date

ATTEST:

By: *Denise R. Boldman*  
0559C92148094F0  
\_\_\_\_\_  
City Clerk

**YWCA BILLINGS**

DocuSigned by:  
*Erin Lambert* 8/1/2024  
0F546CFA1AC616A  
\_\_\_\_\_  
Erin Lambert, CEO Date

**AMENDMENT TO AGREEMENT WITH YWCA BILLINGS  
TO PROVIDE FUNDING FOR THE NORTHERN LIGHTS  
FAMILY JUSTICE CENTER**

This Amendment to the Agreement dated August 8, 2024, attached as Exhibit A, between YWCA Billings, 909 Wyoming Avenue, Billings, Montana (“YWCA”), and City of Billings, Montana (“City”) amends and supplements the Agreement effective July 15, 2024.

This Amendment shall be effective January 26, 2026.

**I. Amendments**

The Agreement is amended as follows:

**A. Recitals.**

1. Paragraph 1 shall delete the phrases “child abuse, elder abuse.”
2. Paragraph 5 shall be amended as follows:
  5. YWCA has office space available in its existing facilities, room for expansion and is willing to house an FJC on its campus.

**B. Section 3. Amount.** This section shall be amended as follows:

The City agrees to contribute \$200,000 in FY 2025 and FY 2026. In FY 2027 and subsequent years, this commitment will be adjusted to not less than the value of one (1) mill annually to the operation of the Northern Lights Family Justice Center.

**C. Section 4. YWCA Rights and Duties.** Subsection a. shall be deleted, and the remaining subsections shall be renumbered and replaced with the following:

- a. YWCA will take responsibility for all administrative aspects of operation and will maintain financial records that identify all City of Billings funds and corresponding expenditures.
- b. YWCA will employ all necessary positions to operate Northern Lights. Positions will be added in response to community needs and available funding.
- c. YWCA will provide office space on the YWCA campus at 909 Wyoming Ave. for all necessary FJC functions including adequate office space for City personnel housed at Northern Lights.

- d. YWCA agrees to convene at least quarterly meetings of an advisory committee comprised of professionals with expertise related to FJC operations and services.
- e. YWCA Billings in conjunction with City staff will provide a report on operations and status of Northern Lights to the Billings City Council on a semi-annual basis, once in August or September and once in February or March. This report shall be in writing and include a presentation to Council, if requested by the City.
- f. YWCA will submit an invoice for payment twice annually in July and January.

**D. Section 5. City's Rights and Duties.**

Subsection e.i. shall be amended as follows:

- i. The Billings Police Department Chief and Training Sergeant will coordinate the training with appropriate YWCA Billings staff.

Subsection f. shall be amended as follows:

- f. The City will empower department heads to appoint appropriate City personnel to the advisory committee.

**E. Section 7. Relationship of Parties.** This section shall be amended as follows:

The parties agree that YWCA and the City shall at all times be acting and performing as independent contractors. The YWCA shall neither have nor exercise any control or direction over the methods by which the City or its personnel perform services. The City shall neither have nor exercise any control or direction over the methods by which YWCA or its personnel, including any positions funded by this agreement, perform services, nor shall YWCA or its personnel, including positions funded by this agreement, be deemed employees of the City for any purpose whatsoever. Nothing herein shall be construed to create a joint venture or partnership between the parties or to authorize any party to act as an agent for any other party.

**F. Section 10. Attorney's Fees and Costs.** This section shall be deleted and replaced with the following:

In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of the Agreement, then the prevailing party in any action to compel compliance with this Agreement shall be entitled to reasonable attorney's fees and costs.

G. **Section 12. Indemnity.** This section shall be deleted and replaced with the following:

YWCA 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 YWCA, YWCA's officers, agents, or employees, or YWCA's subcontractors or their officers, employees, or agents.
- b. YWCA will give the City prompt, written notice of any claim subject to the foregoing indemnity. YWCA 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 YWCA to assert its right to defense or indemnification under this Agreement or under the YWCA's applicable insurance policies required below, the City shall be entitled to recover from YWCA reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the YWCA 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 YWCA, 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 YWCA for any liability, damages, losses, or expenses caused by the YWCA or YWCA's officers, agents, or employees.
- b. The City's duties under this Section 12. Indemnity are conditioned upon: (a) YWCA 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) YWCA cooperating with the City and, if requested by the City, providing reasonable assistance at YWCA's sole expense in the defense or

settlement of the claim.

Except as amended above, all other terms, conditions, and exhibits of the Agreement, attached here as Exhibit A, remain unchanged and in effect.

The parties through their authorized agents hereby execute this Amendment to the Agreement dated July 15, 2024, attached as Exhibit A, on the dates set forth below.

**CITY OF BILLINGS, MONTANA**

\_\_\_\_\_  
Mike Nelson, Mayor

\_\_\_\_\_  
Date

ATTEST:

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

City Clerk

**YWCA BILLINGS**

\_\_\_\_\_  
Erin Lambert, CEO

\_\_\_\_\_  
Date

## EXHIBIT A

### AGREEMENT

This Agreement (the “Agreement”) is effective July 15, 2024, between YWCA Billings, 909 Wyoming Avenue, Billings, Montana (“YWCA”), and City of Billings, Montana (“City”). YWCA and Billings may be referred to herein individually as a “Party” and collectively as the “Parties”. The purpose of this partnership is to outline the roles, activities, and reimbursement between Parties for the operations of the Northern Lights Family Justice Center (“Northern Lights”) in Billings.

### RECITALS

1. A family justice center (FJC) is a concept that co-locates government and community-based organizations under one roof to provide coordinated services to survivors of family violence, including domestic violence, sexual assault, child abuse, elder abuse, and human trafficking.

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3. After studying the community and conducting a study tour, focus groups, and strategic planning meetings, the Alliance provided a strategic planning report which included several recommendations to move forward with planning an FJC to serve Yellowstone County.

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5. YWCA has a vacant building as a result of the construction of a new shelter and housing units for individuals experiencing domestic violence, sexual assault, and human trafficking and is willing to provide an initial location to house an FJC on its campus.

6. YWCA is also willing to employ the necessary full- and part-time positions to operate the FJC with funding support from the City.

7. The City and YWCA share an interest in mitigating the factors leading to public safety issues in our community, including supporting families in creating stable, caring, and safe environments in which to raise children by partnering to open a family justice center in Billings. The Center will be known as Northern Lights.

8. In December 2023, the City and YWCA executed an agreement to fund a position to coordinate the planning process to launch an FJC. This Agreement is intended to replace the December 18, 2023, agreement and not supplement that funding.

### AGREEMENT

IT IS HEREBY AGREED AS FOLLOWS:

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- b. YWCA will take responsibility for all administrative aspects of operation.
  - i. YWCA will maintain financial records that identify all revenues and expenditures of Northern Lights distinct from other YWCA operating costs.
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  - i. The Billings Police Department Chief and Training Sergeant will coordinate the training with the Northern Lights Director and/or Coordinator.
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8. **Permits, laws, and taxes.** YWCA shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. All actions taken by the YWCA under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The YWCA shall pay all taxes pertaining to its performance under this Agreement.

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11. **Litigation Location.** The parties agree that this Agreement shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the Agreement or the performance of its terms.

12. **Indemnity.**  
YWCA shall:

- a. Indemnify and hold the City, its officers, agents, and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of YWCA or its agents or employees.
- b. Not indemnify and hold the City harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the City occurring during or as a result of the performance of the Agreement.
- c. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the City and YWCA, YWCA shall indemnify and hold the City harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the YWCA's or any subcontractor's wrongful or negligent acts occurring as a result from the YWCA's performance pursuant to this Agreement.

The City shall:

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

- e. Not indemnify and hold the YWCA harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the YWCA occurring during or as a result of the performance of the Agreement.
- f. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the YWCA and the City, the City shall indemnify and hold the YWCA harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the City's or any subcontractor's wrongful or negligent acts occurring as a result from the City's performance pursuant to this Agreement.

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- a. YWCA shall provide the following insurance:
  - i. Workers' compensation and employer's liability coverage as required by Montana law.
  - ii. Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage in the amount of \$750,000 per claim and \$1,500,000 per occurrence.
  - iii. Automobile liability in the amount of \$1,500,000 per accident.
  - iv. Professional liability in the amount of \$1,500,000 per claim.

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

The City shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

YWCA shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. YWCA shall maintain workers' compensation insurance coverage for all members and employees of YWCA's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

YWCA shall furnish the City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption

from workers' compensation granted by law for independent contractors.

14. **Notice.** Any notice required or permitted to be given under or relating to this Agreement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by overnight courier to the other party as follows:

YWCA  
ATTN: Erin Lambert, CEO  
909 Wyoming Ave.  
Billings, MT 59101

City of Billings  
ATTN: Chris Kukulski, City Administrator  
210 North 27<sup>th</sup> Street  
P.O. Box 1178  
Billings, MT 59103-1178

Notices shall be deemed effective as of three (3) business days after the date of mailing (in case of notice given by mail) or on the date of delivery if hand delivered, including delivery by overnight courier. Either party may at any time change its address for notification purposes by mailing or delivering a notice as required hereinabove stating the change and setting forth the new address.

15. **Entire Agreement.** This Agreement, including any exhibits hereto, contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, written or oral, with respect to its subject matter, and there are no restrictions, agreements, promises, warranties, covenants, or undertakings between the parties with respect to the subject matter hereof other than those expressly set forth herein.

The December 18, 2023, agreement between the parties to fund a position to coordinate the planning of the launch of a family justice center is terminated and cancelled upon approval and execution of this agreement.

16. **Amendments.** In the event that the services provided under this Agreement require the parties to revise this Agreement to assure compliance with new laws and regulations, YWCA and the City agree to negotiate in good faith to establish appropriate policies and procedures and to amend this Agreement. If the parties are unable to amend or revise this Agreement to assure compliance, either party may terminate this Agreement prior to the implementation date of any relevant law or regulation. Only a written instrument duly executed by the parties may amend this Agreement.

17. **Assignment.** Except as otherwise provided in this Agreement, neither party may assign, delegate, transfer, or otherwise dispose of any of its rights, duties, or obligations hereunder without the prior written consent of all parties hereto.

18. **Severability.** In the event that any provision of this Agreement or the application thereof to any person in any circumstance is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect any other provision of this Agreement, or the application thereof in any other circumstance.

19. **Advertising and Publicity.** The City and YWCA each reserve the right to use and control the use of its name and all symbols, trademarks, and service marks presently existing or later established by it. Neither the City nor YWCA shall use the other party’s name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of that party and shall cease any such use immediately upon written notice from the other party or termination of this Agreement, whichever is sooner.

20. **No Third-Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as a third party beneficiary or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

21. **Contract Modifications for Prospective Legal Events.** In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, YWCA and the City shall amend this Agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between YWCA and the City.

**CITY OF BILLINGS, MONTANA**

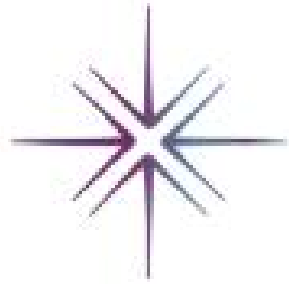
DocuSigned by:  
*William A. Cole* 8/8/2024  
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\_\_\_\_\_  
William A. Cole, Mayor Date

ATTEST:

By: *Denise R. Boldman*  
0559C92148094F0  
\_\_\_\_\_  
City Clerk

**YWCA BILLINGS**

DocuSigned by:  
*Erin Lambert* 8/1/2024  
0F546CFA1AC616A  
\_\_\_\_\_  
Erin Lambert, CEO Date



**Northern Lights**

Family Justice Center

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# 2025 Impact Report



## **28** BPD DVI Program / FJC collaborations

The DVI Program (1 full-time officer) moved into the YWCA Northern Lights Family Justice Center in May 2024. The DVI Program started tracking FJC collaborations that same year. Due to limited resources, though, the DVI was not able to work collaboratively on more than a few cases that year.

The 2<sup>nd</sup> full-time DVI started at the FJC in March 2025, increasing the number of cases involving teamwork between the DVI Program and the FJC. Guests at the FJC are ***never*** required to file a police report or to meet with the DVIs to receive services from other FJC partner providers.

Since 2024, the DVI Program has collaborated with the FJC on **28 cases** and **26 unique victims**. “Collaborations” include cases during which a DVI works with a victim and then, through a *warm handoff*, refers that person as a Guest to additional FJC services. “Collaborations” also include any FJC partners referring a Guest to the DVIs to file a report or to follow-up on an offense. DVI/FJC Collaborations often include multi-disciplinary meetings, allowing several FJC providers to staff a case and develop a safety plan and service plan for the Guest.

Both DVIs work full-time at the FJC, so office hours are Mon-Fri. DVI’s work their own case load when not specifically collaborating on FJC cases.



## **68** City Attorney DV Unit / FJC collaborations

The City Attorney’s Office DV Unit also moved into the FJC in early 2024. The City’s 3 DV prosecutors alternate office days at the FJC, ensuring that a prosecutor is available 5 days a week. The City’s 3 DV Victim-Witness Specialists (VWs) have office hours at the FJC 3 days a week (Mon, Weds, Fri). The City Attorney’s DV Unit is available to meet with FJC Guests regardless of whether the Guest is involved in a pending criminal case. For example, the VWs frequently help Guests who are interested in obtaining civil orders of protection.

Since 2024, the City Attorney’s Office DVU has collaborated with the FJC on **68 cases**, helping **54 unique victims**. Similar to the DVIs, “collaboration” includes Guests

referred to the DVU from FJC partners, as well as Guests referred from the DVU to additional FJC services. Guests are **never** required to meet with the DVU to receive services from other FJC partner providers. Like the DVI's, the City's DVU work independently on their own caseload when they are not assisting Guests.

Centrally located and with ample parking, the FJC also provides a convenient location for the DVU to meet with victims in criminal cases. This location can also offer a layer of protection for victims who are afraid to be seen in or near the courthouses downtown. The City Attorney's Office DVU strives to offer support during victim meetings, encouraging victims to provide input on pending cases and to identify barriers to their participation in criminal justice proceedings. When victim meetings take place at the FJC, the DVU can offer victims a warm handoff to the Service Navigators. The Navigators then provide pathways to additional support and resources. From 2023 through 2025, the DVU has more than doubled the number of victim meetings.



## **55** YCAO VW / FJC collaborations

Eight of the Yellowstone County Attorney's Office Victim Witness Specialists (VWs) rotate through the VW office at the FJC. The County VWs maintain office hours on Tues and Thurs, alternating with the City's 3 VWs. The County's VWs also began working at the FJC in 2024. They are available to assist FJC Guests with orders of protection, as well as meeting with Guests who have questions about felony cases or cases that occur in Yellowstone County outside of the City of Billings. Additionally, because the Yellowstone County Attorney's Office (YCAO) uses a separate case management system, the DVIs often rely on the County VWs with whom the DVIs staff felony cases.

In 2025 (Jan-Nov), the YCAO VWs have been involved in collaborations with other FJC partner providers **55 times**. "Collaborations," as tracked by the YCAO, include meeting with victims/ Guests referred from the FJC, as well as assisting other on-site FJC service providers. With both County and City VWs maintaining office hours, FJC service providers are able to refer Guests to the appropriate prosecutor's office, depending on the type and location of a case, so a Guest can receive accurate information and relevant assistance. As with the City VWs, FJC Guests are **never** required to report a crime before meeting with the County VWs, and County VWs also maintain their own caseload while working at the FJC.



The YWCA Northern Lights FJC facilitates Guests' access to the Criminal Justice System while respecting Guests' autonomy in deciding which FJC services to utilize. With the knowledge that the FJC collaborations cannot change the nature of the Criminal Justice System, the goal is to wrap victims/Guests in supportive services, helping them to navigate the system and helping eliminate the barriers that often prevent victims participating in criminal cases.

**As a guiding principle and recommendation from the International FJC Alliance, participation in the Criminal Justice System is *never* mandatory for a Guest to receive other FJC services.**

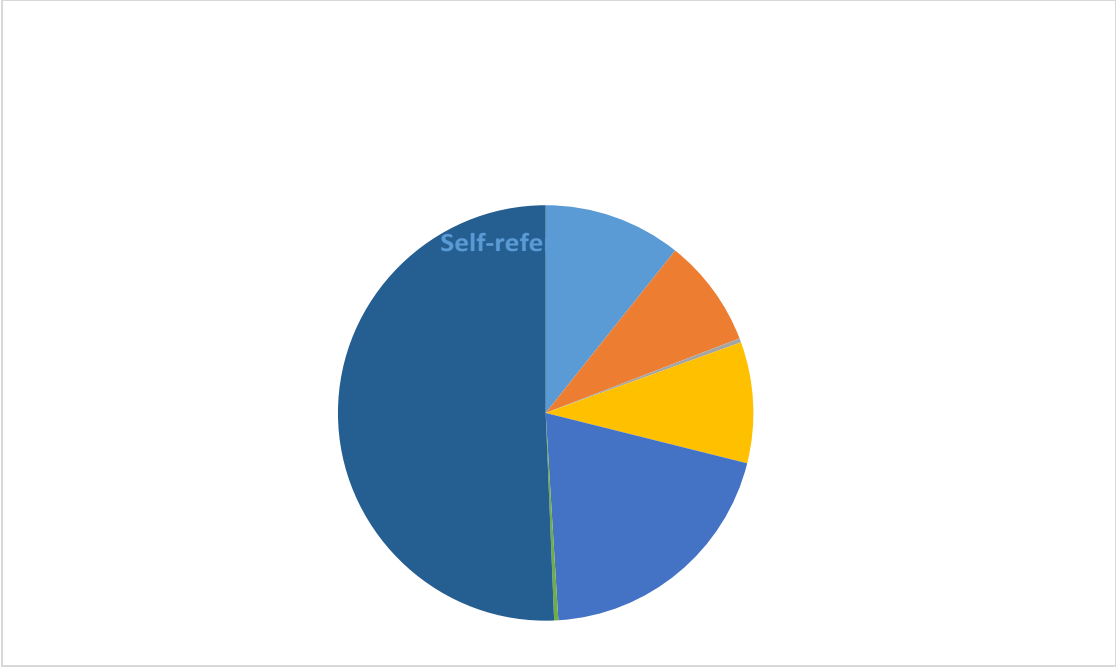


### **308** Northern Lights FJC Intakes

In July 2024, Northern Lights FJC officially became an International FJC Alliance **Affiliated center**. It is the **FIRST** affiliated FJC in Montana. To date, the Service Navigators have done **308** FJC Guest intakes. **91%** (280) of those intakes were Guests who did not access YWCA shelter services.

The intake process involves meeting with a Guest, either in person or by phone, and reviewing that Guest's individual circumstances. The Guest receives a Services Menu (attached as pages 13-14), and the Service Navigator helps him or her decide which of the available services might be helpful as the Guest works toward self-determined short - and long-term goals.

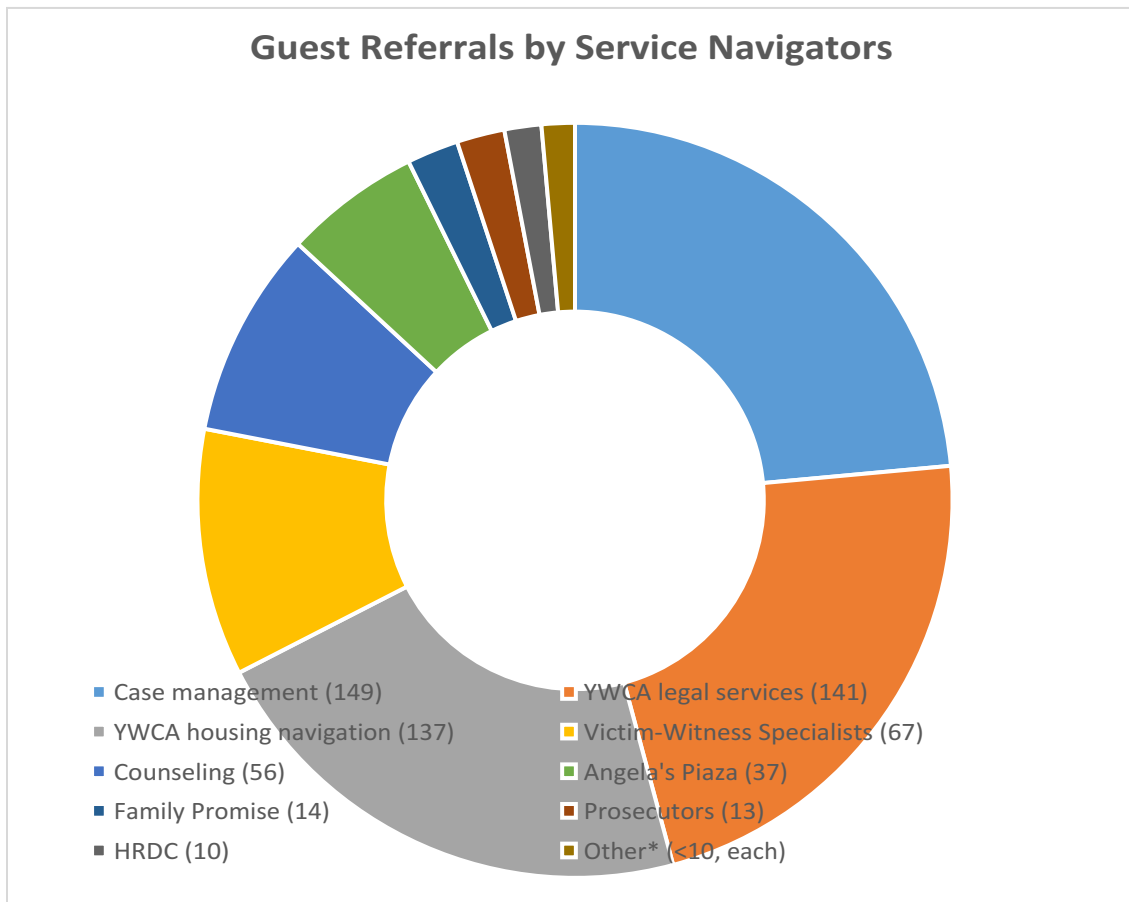
- Guests can be referred to the FJC from all on-site partner agencies, as well as from other organizations throughout the region.
- YWCA shelter residents receive an automatic referral to meet with a Service Navigator if they choose. Statistics related to service provision for shelter residents are tracked separately from non-resident FJC Guests.
- Victims referred to the YWCA help line via the Billings PD risk assessment process also receive an automatic referral to FJC service navigation.
- Word of mouth referrals and **walk-ins are welcome!**



## What can Guests expect?

When an individual walks through the doors seeking resources, that person becomes a Guest in the FJC. They can expect to be treated with judgment-free care, dignity, and respect. Service Navigators work with that FJC Guest and make specific referrals based on Service Menu selections (see attached Service Menu). The Navigators are experienced professionals, skilled in helping Guests identify and prioritize their needs. While the goal is to help Guests increase their safety and independence, the journey to achieve that goal is different for everyone. FJC Guests are never required to participate in any service as a prerequisite to receiving other services.

FJC partner agencies maintain their own criteria for client/participant eligibility. However, FJC Guests can include victims of domestic and dating abuse, sexual violence, human trafficking, and family-involved elder abuse. The FJC can serve Guests living in Yellowstone County, as well as some surrounding counties, situation-dependent.



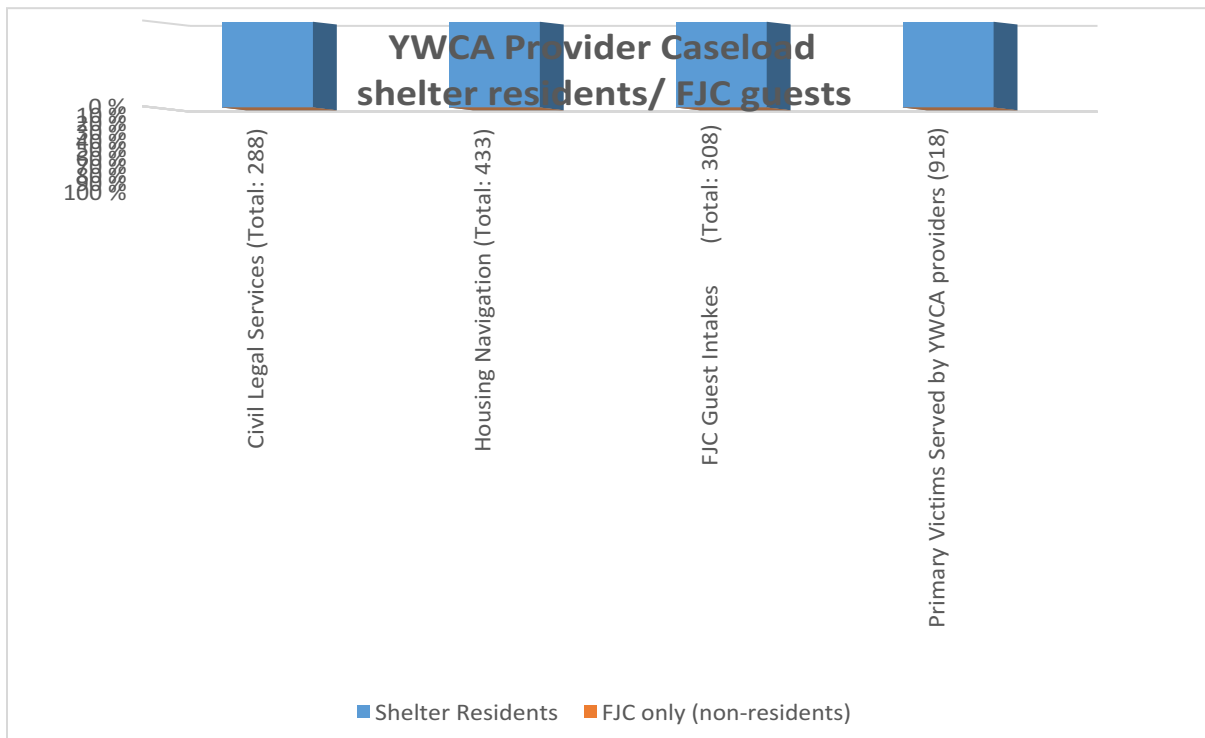
\* Other referrals = fewer than 10 referrals, each, to Montana Rescue Mission, Salvation Army, Montana Legal Services, Family Service, Job Service, St. Vincent de Paul, Housing Authority of Billings, YWCA Gateway Horizons shelter, Riverstone Health, Off the Streets, Family Support Network, Family Tree, Law enforcement, Adult Education, & Community Crisis Center.

## Have YWCA services changed?

YWCA still offers its core services, but capacity has expanded in some areas to meet the needs of FJC Guests! Traditional YWCA services include shelter, civil legal assistance, housing navigation, advocacy, and service navigation/case management. As with other human service organizations, providers already had full caseloads. Prior to the FJC collaboration, YWCA services were available to shelter residents only. With the FJC fully operational (July 2024), YWCA providers have extended their services, increasing their caseloads to include FJC Guests.

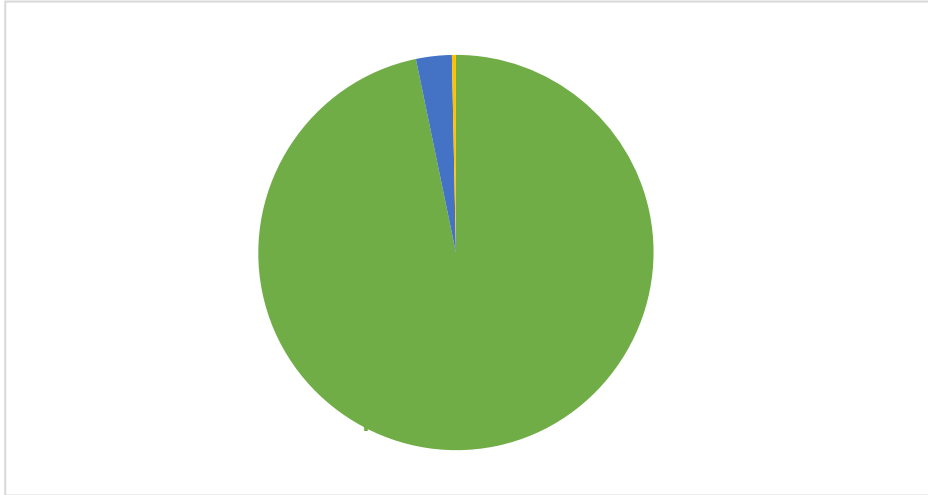
- 43% of the YWCA's civil legal caseload is from FJC referrals of non-shelter residents
- 30% of the YWCA's housing navigation caseload is from FJC referrals of non-shelter residents
- 91% of the YWCA's case management/service navigation\*\* caseload is non-shelter FJC Guests
- 30% of primary victims served at the YWCA/FJC begin as non-shelter residents

\*\*Funding from the City of Billings allowed the YWCA to add a 2<sup>nd</sup> case manager/service navigator.



## FJC Guest Demographics

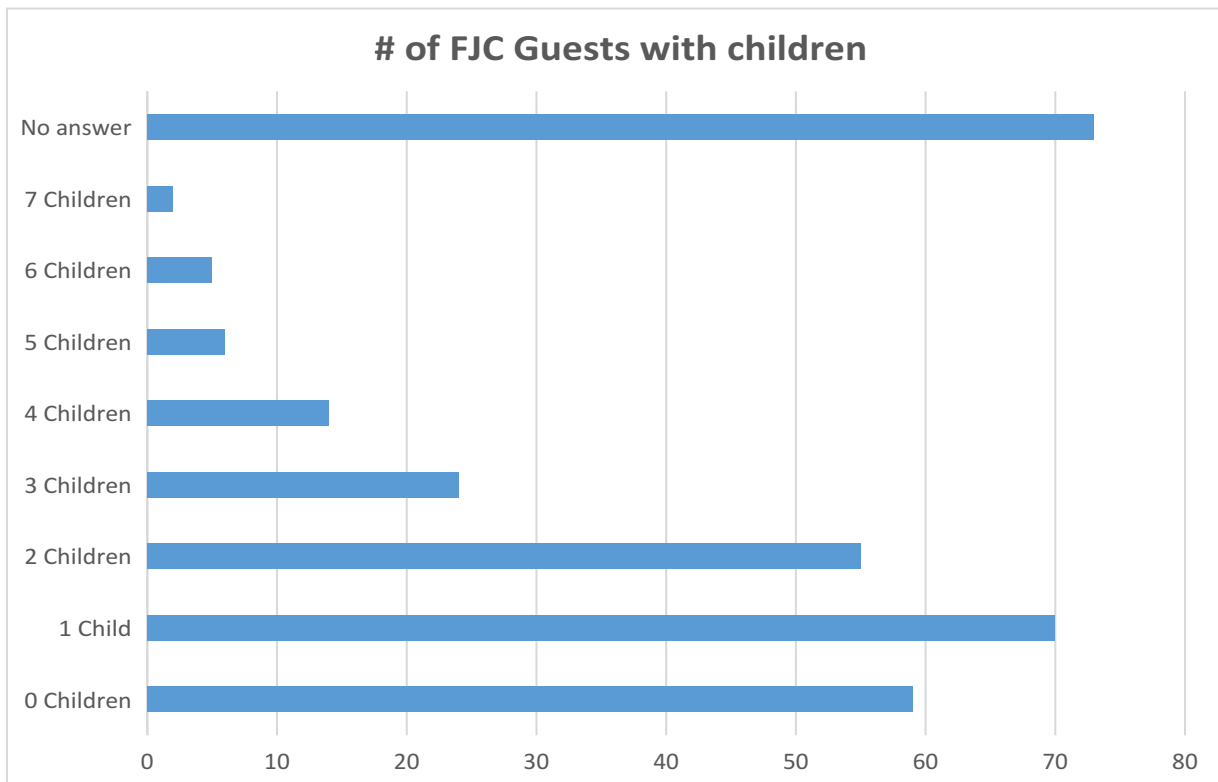
The FJC serves adult Guests regardless of their race, gender, age, religion, socioeconomic status, sexual orientation, or other social group identity. Demographic information is tracked for statistical purposes only.



## What about children?

Northern Lights FJC currently does not have any on-site services specific to children as primary victims. The majority of FJC Guests, though, do have children who may be experiencing the trauma of living in an unsafe home. According to research by Kaiser Permanente in the mid-1990s, these child witnesses (referred to as secondary victims) tend to have more Adverse Childhood Experiences<sup>1</sup>. People with higher ACE scores are at increased risk of social, mental, behavioral, and health problems into adulthood, up to and including premature death.

Since July 2024, the FJC has served 308 Guests (primary victims), and those guests were accompanied by a total of **382 children** (secondary victims).



<sup>1</sup> Center for Disease Control. (n.d.). *About the CDC-Kaiser ACE Study*.

<https://www.cdc.gov/violenceprevention/aces/about.html>



On-site service providers share intangible successes every day through streamlined communication and multi-disciplinary collaboration. While the providers can *feel* the difference, we believe FJC Guests simply experience the level of coordinated, wrap-around care that they deserve and should expect.

## Guest Success Stories

### “Suzanne”:

Suzanne reported a DV-related assault to a Billings PD patrol officer. The officer believed that Suzanne needed emergency shelter, but she was hesitant. The officer called one of the DV Investigators who spoke to Suzanne over the phone and helped her understand the benefits of temporary emergency shelter for herself and her child. Before the end of the call, the DVI had also confirmed with the YWCA Emergency Services Coordinator that a safe space could be available for Suzanne and her child if she wanted to take advantage of that resource. The patrol officer then helped Suzanne call the YWCA Gateway Horizons shelter advocate to complete the intake process.

After Suzanne moved into shelter and reviewed the FJC Services Menu, a Service Navigator helped her connect with the YCAO Victim-Witness Specialist who answered questions about her criminal case and assisted Suzanne with an order of protection application, a meeting that took several hours. Following that meeting, the YCAO VW provided a warm handoff to a DVI who took follow-up photos of Suzanne’s significant injuries.

Suzanne was able to receive shelter, safety planning, and criminal justice support, accomplishing all of that in a single afternoon, in one location, and with assistance for childcare.

### “Christine”:

Christine learned about Northern Lights Family Justice Center when she went to Billings Clinic for a strangulation and SANE exam. She had been sexually assaulted and strangled by her partner several times, and he had hurt her children on different occasions, too. Christine arrived at the FJC and met with a Services Navigator who helped Christine complete a Danger Assessment. The Assessment showed that she

was in extreme danger from her partner. The Services Navigator completed a safety plan with Christine and provided her with a counseling referral list.

Christine had been too fearful to contact law enforcement for help because her prior experiences with police had not felt positive. The Service Navigator gave Christine the option to meet with one of the on-site DV Investigators, explaining that the meeting would be in the FJC's soft interview room. The Services Navigator's support put Christine at ease about speaking to law enforcement, and she was able to file a report against her abuser. Christine then met with a Gateway Horizons Shelter Advocate, completed an intake and was able to move into shelter with her children. Later, a City Attorney VW helped Christine complete an order of protection application, and Christine was supported at the court hearing by her Services Navigator and the YWCA Legal Services Provider. The Court granted a one-year order of protection, prohibiting Christine's abuser from contacting her in any way.

Christine is now working with the YWCA Housing Navigator and is hoping to move into a new, safe place soon.

**“Amy”:**

Amy arrived at the FJC with an appointment to meet with one of the DV Investigators for a follow-up interview regarding a criminal case. During the interview, Amy described ongoing abuse, threats, and manipulation by her abuser. His manipulation included attempts to leverage their shared child, creating a barrier to Amy leaving the relationship. Amy mentioned to the DVI that she had started the process of filing a parenting plan in District Court, but she found the process very confusing. Amy was fearful about the family law process, as she did not have money to hire an attorney. After Amy's follow-up interview, the DVI arranged for Amy to meet with a Services Navigator for an FJC intake. That was followed by a meeting with YWCA Legal Services so Amy could receive advice from an attorney on her upcoming court proceedings.

The resources Amy received at the FJC made her feel validated and helped remove one of the barriers that had kept Amy trapped in an abusive relationship.

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**Thank You!** to all of the agencies, organizations, and individuals who have worked so hard to make Montana's first Family Justice Center possible. We have made great progress, and we are excited to see what the future brings for the FJC and the community.

# The Northern Lights FJC Network

## On-Site Partners:



Yellowstone County Attorney

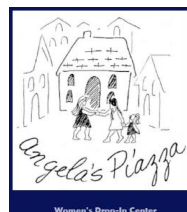


Montana State University TRIO

## Supporting Partners:



Yellowstone County  
Self-Help Law Center



**YWCA IS ON A MISSION**



Name: \_\_\_\_\_ Date: \_\_\_\_\_ Gateway Horizons Resident?

How do you want us to contact you?  Phone  Text Message  Email

What is the best day and time to contact you? \_\_\_\_\_

Phone Number: \_\_\_\_\_  Safe to call  Safe to text  Safe to leave a voicemail

Email Address: \_\_\_\_\_  Safe to email

### Services Navigation

- I want help getting my (circle all that apply): ID Birth Certificate Social Security Card
- I want help applying for (circle all that apply): SNAP TANF LIEAP Best Beginnings Medicaid
- I want help fixing or building my resume
- I want help applying for jobs
- I want to get my HiSET (GED)
- I want to learn about vocational training options
- I want to learn higher education options
- I want [help](#) goal planning
- I want help finding childcare for my children
- I want help finding resources to help my children
- I want help finding an appropriate counselor for myself
- I want help finding an appropriate counselor for my children
- I want help finding support groups that will meet my needs
- I want help finding other community resources that will benefit me
- I want [help creating](#) a safety plan
- I want help finding substance use/abuse or recovery resources
- I have concerns about my health or injuries I have
- I want help getting a primary care doctor for myself or my children
- I want help finding religious or spiritual care resources
- I am affiliated with the military and would like to learn about resources

### Civil Legal Services

- I want help with legal questions I have
- I want help getting an order of protection (restraining order)
- I want help getting a parenting plan
- I want help with a dissolution (divorce)
- I want help with an immigration matter
- I want help [preparing](#) for a civil court hearing and/or someone to provide support at an upcoming hearing

### **Criminal Justice System**

- I want help understanding the legal process before I make a report to law enforcement
- I want [help understanding](#) the legal process after I have reported to law enforcement
- I want help reporting my victimization to law enforcement
- I want help preparing for a criminal court hearing and/or someone to provide support at an upcoming hearing
- I would like to check on the status of a criminal case I am a victim in
- I would like to speak with the investigator assigned to my case

### **Housing**

- I want help understanding what my rental barriers might be and how to overcome them
- I want [help creating](#) a housing action plan
- I want help with [renter](#) education
- I want [help](#) printing, filling out, and/or turning in rental applications
- I want help with finding appropriate rentals
- I want help with rental advocacy or an appeal
- I want someone to go with me for a rental [walk-through](#)
- I need help understanding a lease agreement
- I want help applying for Section 8 and/or Public Housing

**Is there anything else you were hoping Northern Lights could help you with?**

**What else would you like us to know [about how](#) to best help you?**

**You can ask any questions you have here.**