****ATTENTION****

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

Citizens are invited to:

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

Citizens may submit public comment via the following methods:

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

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

CITY OF Billings

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

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

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

MARCH 23, 2026

5:30 P.M.

CALL TO ORDER: Mayor Nelson

PLEDGE OF ALLEGIANCE: Mayor Nelson

INVOCATION: Councilmember Aguirre

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

MINUTES: March 9, 2026

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 and 8 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

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

A. **Bid Awards:**

1. **2026 Airport Taxilane Construction Project.** (Opened 03/03/26) Recommend Knife River.
2. **W.O. 25-23 Fiber Optic - Belknap Service Center to Stillwater Building.** (Opened 03/03/26) Recommend Millennium Electric, LLC.
3. **W.O. 26-03: Contract 2 City Chip Seal.** (Opened 03/03/26) Recommend Hardrives Construction.

B. **Amendment No. 34,** Professional Engineering Services Contract with Morrison-Maierle, Inc. for design of the Airport West Shuttle Parking Lot.

C. **Professional Engineering Services Contract** with Performance Engineering for W.O. 26-25: 44th St. W. and Broadwater Ave. Storm Trunk Main.

D. **Purchase** of concession equipment from Bargreen Ellingson for Amend Recreation Center (ARC) Courts Building.

E. **Grant Application Submittal** for State of Montana Certified Local Government (CLG) funding and **Authorization** for the Mayor to sign the grant contract for historic preservation activities.

F. **Donation** of a park bench and its installation from Doug James to the Parks, Recreation and Public Lands (PRPL) Department.

G. **Preliminary Plat Extension Request** for Annafeld North Subdivision, 2nd Filing. *Quasi-Judicial

H. **Resolution** establishing an Ad-Hoc Information Technology Advisory Commission (ITAC).

I. **Bills for the Week of:**

1. February 23, 2026

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 SPECIAL REVIEW 1003:** a special review to allow a day care center at 2291 Bench Boulevard. Zoning Commission recommends conditional approval and adoption of the findings of the 9 review criteria. *Quasi-Judicial

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, and review of the Zoning Commission's recommendation for conditional approval and adoption of the findings of the 9 review criteria, I move to approve Special Review 1003.

3. **PUBLIC HEARING AND SPECIAL REVIEW 1004:** a special review to allow a drive-through use for a proposed 7 Brew Coffee facility at 533 S. 24th St. W. Zoning Commission recommends conditional approval and adoption of the findings of the 9 review criteria. *Quasi-Judicial

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, and review of the Zoning Commission's recommendation for conditional approval and adoption of the findings of the 9 review criteria, I move to approve Special Review 1004.

4. **PUBLIC HEARING AND RESOLUTION FOR ZONE CHANGE 1076:** generally located at 715 Commerce Way. Zoning Commission recommends approval and adoption of the 10 review criteria. *Quasi-Judicial

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution for Zone Change 1076 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

5. **JOINT PUBLIC HEARING FOR ANNEXATION 26-01 AND ZONE CHANGE 1077**

a. **RESOLUTION APPROVING ANNEXATION 26-01:** generally located near Tommy Armour Circle and Ben Hogan Lane, Yellowstone Country Club. Staff recommends conditional approval. *Quasi-Judicial

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution conditionally approving Annexation 26-01, as recommended by staff.

b. **RESOLUTION FOR ZONE CHANGE 1077:** generally located near Tommy Armour Circle and Ben Hogan Lane. Zoning Commission recommends approval and adoption of the 10 review criteria. *Quasi-Judicial

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution for Zone Change 1077 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

6. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward 4 to include recently annexed property in Annexation 26-01: a parcel generally located near Tommy Armour Circle and Ben Hogan Lane, Yellowstone County Club. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the First Reading Ordinance expanding the boundaries of Ward 4, as recommended by staff.

7. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings, Montana City Code (BMCC) Sections 24-354, 355 and 358, Noise Regulation of Motor Vehicles. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the first reading ordinance amending BMCC Sections 24-354, 355 and 358, Noise Regulation of Motor Vehicles, as recommended by staff.

8. **RESOLUTION** providing direction to staff regarding property taxes and the FY2027 Budget. Staff and the Budget and Finance Committee recommend approval.

   Recommended Motion: I move to approve a resolution directing staff regarding property taxes and the FY2027 Budget, as recommended by staff and the Budget and Finance Committee.

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 located at the back of the Council chambers or at the podium.)*

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

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City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: 2026 Airport Taxilane Construction Project
PRESENTED BY: Paul Khera
Department: Airport
Presentation: No
Legal Review: No
Project Number: 2447.150.27-040-0213

RECOMMENDATION

Staff recommends that the City Council approve and award the low bid of $974,561 provided by Knife River -- Billings for the 2026 Taxilane Construction Project.

EXECUTIVE SUMMARY

The airport has an unmet demand for more hangar space and this taxilane will open lots for airport users to develop up to six new aircraft hangars. The project has been designed, environmental requirements met, and 95% financing has been made available through the FAA's Airport Improvement Program. Staff recommends awarding the project to the low bidder of $974,561.

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

Included in the Airport's Capital Improvement Program and FY26 budget is the construction of the new taxilane. The airport needs hangar spaces and this 80-foot-wide taxilane will allow development for larger 100' x 100' hangars. Additional based aircraft could increase the airport's eligibility for federal funding and will increase the airport's economic multiplier effect on the local community.

The project was advertised in the Yellowstone County News on February 13, 20, 27 and posted on the City and Airport's websites. On March 3, 2026, the following bids were received:

Contractor	Bid Amount
Knife River -- Billings	$974,561.00
Askin Construction	$1,161,895.00

Knife River was the lower bidder by about 16%. A background check was made and there is no record of debarment on the Excluded Parties List System. The Knife River also acknowledged that the project would meet Buy American requirements by 100%.

FISCAL EFFECTS

The low bid for this project was $974,561 and 95% funding is available from an FAA Airport Improvement Program (AIP) grant and the 5% match will be paid using the budgeted Airport's Capital Account. FAA's grant funding will be $925,832.95 and the local match will be $48,728.05.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve the award for the 2026 Taxilane Construction Project to Knife River -- Billings for $974,561; or,
- Decline to approve the award, reject all bids, and limit an opportunity to provide more hangars to the airport.

Attachments

Knife River - Billings Bid Submittal
Knife River Contract

SECTION 1.6

BID PROPOSAL

2026 TAXILANE CONSTRUCTION

for

City of Billings, Billings, Montana
BILLINGS LOGAN INTERNATIONAL AIRPORT

March 2026

[X] Completed Bid Form with unit prices in Words and Figures
[X] 10% Bid Security Enclosed
[X] Completed Equal Opportunity Certification
[X] Completed Tax Delinquency and Felony Conviction Certification
[X] Completed Bidder's List
[X] Evidence of Competency & Evidence of Financial Responsibility
[X] Completed Buy American Certification
[X] Bid Proposal Signed/Dated
[X] Contractor's Registration Number Provided
[ ] Addendums Acknowledged

Name of Bidder Knife River - Billings

Address PO Box 80066 Billings, MT 59108

Telephone No. 406-651-2500

Project No. 2447.150.27 -040-0213

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BID PROPOSAL
BILLINGS LOGAN INTERNATIONAL AIRPORT

2026 TAXILANE CONSTRUCTION

To the City of Billings, Montana
(Hereinafter called "Owner")

The undersigned bidder, having examined the plans, specifications and other proposed Contract Documents, the extent, character and location of the proposed work, the nature and type of the excavation to be done, the condition and arrangement of existing structures affecting or affected by the proposed work, and being cognizant of the location and condition of existing roadways giving access to the sites of the work, and the topography of the site of the work, and its effect on drainage and surface runoff which might affect the work, hereby proposes to furnish all materials, tools, labor and equipment for the completion of the approximate quantities of work listed below and all of the work appurtenant thereto in connection with this project for the City of Billings, Billings, Montana.

Schedule 1 – Taxilane Construction

And all specified work appurtenant thereto in connection with this project for the City of Billings, Billings, Montana, in accordance with plans, specifications and other contract documents on file at the Office of the Director of Aviation and Transit, Billings Logan International Airport, Billings, Montana, for the unit prices quoted on the bid sheet(s) included herein.

SCHEDULE 1
2026 TAXILANE CONSTRUCTION

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
101	C-100	Contractor Quality Control Program	1	LS	13,000.00	13,000.00
	Thirteen thousand and 00/100 (Unit Price Written in Words)		Dollars per LS			
102	C-102	Dust Control Emulsion	1.5	Acre	700.00	1,050.00
	seven hundred and 00/100 (Unit Price Written in Words)		Dollars per Acre			
103	C-102	Straw Wattle	275	LF	4.00	1,100.00
	four and 00/100 (Unit Price Written in Words)		Dollars per LF			
104	C-105	Mobilization	1	LS	61,000.00	61,000.00
	sixty one thousand and 00/100 (Unit Price Written in Words)		Dollars per LS			
105	C-105	Traffic Control	1	LS	3,000.00	3,000.00
	Three thousand and 00/100 (Unit Price Written in Words)		Dollars per LS			
106	C-105	Signatory Authority Person	2	EA	150.00	300.00
	one hundred fifty and 00/100 (Unit Price Written in Words)		Dollars per EA			
107	C-105	Security Badge AOA - Employee	35	EA	230.00	8,050.00
	Two hundred thirty and 00/100 (Unit Price Written in Words)		Dollars per EA			
108	C-105	Security Guard with Vehicle	638	HR	48.00	30,624.00
	Forty eight and 00/100 (Unit Price Written in Words)		Dollars per HR			
109	P-101	Pavement Removal, Asphalt	526	CY	27.00	14,202.00
	Twenty seven and 00/100 (Unit Price Written in Words)		Dollars per CY			
110	P-101	Pavement Removal, Millings	1,675	CY	9.00	15,075.00
	Nine and 00/100 (Unit Price Written in Words)		Dollars per CY			

SCHEDULE 1
2026 TAXILANE CONSTRUCTION

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
111	P-101	Saw Cut Asphalt Pavement	1,078	LF	3.00	3,234.00
	Three and 00/100 (Unit Price Written in Words)		Dollars per LF			
112	P-101	Chain-Link Fence Removal	645	LF	7.00	4,515.00
	Seven and 00/100 (Unit Price Written in Words)		Dollars per LF			
113	P-152	Unclassified Excavation	6,107	CY	10.00	61,070.00
	Ten and 00/100 (Unit Price Written in Words)		Dollars per CY			
114	P-152	Exploratory Excavation	5	HR	270.00	1,350.00
	Two hundred seventy and 00/100 (Unit Price Written in Words)		Dollars per HR			
115	P-154	3-inch Subbase Course	4,828	CY	35.00	168,980.00
	Thirty five and 00/100 (Unit Price Written in Words)		Dollars per CY			
116	P-208	1 ½-inch Crushed Aggregate Base Course	2,414	CY	51.00	123,114.00
	Fifty one and 00/100 (Unit Price Written in Words)		Dollars per CY			
117	P-401	Asphalt Surface Course	2,500	TN	100.00	250,000.00
	One hundred and 00/100 (Unit Price Written in Words)		Dollars per TN			
118	P-401	Asphalt Surface Course Binder (PG 64-28)	150	TN	100.00	15,000.00
	One hundred and 00/100 (Unit Price Written in Words)		Dollars per TN			
119	P-603	Emulsified Asphalt Tack Coat (CSS-1h)	2.4	TN	800.00	1,920.00
	Eight hundred and 00/100 (Unit Price Written in Words)		Dollars per TN			

SCHEDULE 1
2026 TAXILANE CONSTRUCTION

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
120	P-620	Pavement Markings – Yellow and White (Waterborne), 1st Application with Glass Beads	798	SF	3.00	2,394.00
	Three and 00/100 (Unit Price Written in Words)			Dollars per SF		
121	P-620	Pavement Markings – Yellow and White (Waterborne), 2nd Application with Glass Beads	798	SF	3.00	2,394.00
	Three and 00/100 (Unit Price Written in Words)			Dollars per SF		
122	F-162	Chain-Link Security Fence	1,075	LF	35.00	37,625.00
	Thirty five and 00/100 (Unit Price Written in Words)			Dollars per LF		
123	F-162	30-Foot 2 Panel Swing Gate	1	EA	3,000.00	3,000.00
	Three thousand and 00/100 (Unit Price Written in Words)			Dollars per EA		
124	D-701	4-inch SDR 35 PVC Storm Drain Pipe with Connections	66	LF	110.00	7,260.00
	One hundred ten and 00/100 (Unit Price Written in Words)			Dollars per LF		
125	D-701	12-inch SDR 35 PVC Storm Drain Pipe	271	LF	66.00	17,886.00
	Sixty Six and 00/100 (Unit Price Written in Words)			Dollars per LF		
126	D-701	12-inch RCP Class V Storm Drain Pipe with FETS	185	LF	100.00	18,500.00
	One hundred and 00/100 (Unit Price Written in Words)			Dollars per LF		
127	D-701	18-inch RCP Class IV Storm Drain Pipe with FETS	681	LF	100.00	68,100.00
	one hundred and 00/100 (Unit Price Written in Words)			Dollars per LF		

SCHEDULE 1
2026 TAXILANE CONSTRUCTION

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
128	D-705	4-inch SDR 35 PVC Perforated Pipe with Connections	344	LF	21.00	7,224.00
	Twenty one and 00/100 (Unit Price Written in Words)		Dollars per LF			
129	D-751	48-inch RCP Storm Drain Manhole	1	EA	6,000.00	6,000.00
	Six thousand and 00/100 (Unit Price Written in Words)		Dollars per EA			
130	T-901	Seeding (Drill)	1.5	Acre	550.00	825.00
	Five Hundred fifty and 00/100 (Unit Price Written in Words)		Dollars per Acre			
131	T-905	Topsoil (Obtained On-site)	401	CY	4.00	1,604.00
	Four and 00/100 (Unit Price Written in Words)		Dollars per CY			
132	T-908	Hydro-Mulch	1.5	Acre	2,600.00	3,900.00
	Two thousand six hundred and 00/100 (Unit Price Written in Words)		Dollars per Acre			
133	01025	MDT Class I Riprap	141	SY	75.00	10,575.00
	Seventy five and 00/100 (Unit Price Written in Words)		Dollars per SY			
134	01025	Utility Crossing	3	EA	650.00	1,950.00
	Six hundred fifty and 00/100 (Unit Price Written in Words)		Dollars per EA			
135	01025	Trench Restoration in Asphalt	64	LF	100.00	6,400.00
	One hundred and 00/100 (Unit Price Written in Words)		Dollars per LF			
136	DWG	Compacted Asphalt Millings, 8-inch Thick	52	CY	45.00	2,340.00
	Forty five and 00/100 (Unit Price Written in Words)		Dollars per CY			

SCHEDULE 1
2026 TAXILANE CONSTRUCTION

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
137		Omitted				
		_____ Dollars per				
		(Unit Price Written in Words)				
138		Omitted				
		_____ Dollars per				
		(Unit Price Written in Words)				

TOTAL SCHEDULE 1 **$** 974,561.00

Nine hundred seventy four thousand five hundred sixty one and 00/100 **Dollars**

(Total Schedule 1 Cost Written in Words)

NOTE: The following constants and contingency factors have been used as the basis for quantities in the proposal.

DUST CONTROL EMULSION: 10% for contingencies

STRAW WATTLE: 10% for contingencies

ASPHALT PAVEMENT REMOVAL: 10% for contingencies

ASPHALT MILLINGS REMOVAL: 10% for contingencies

SAW CUT ASPHALT PAVEMENT: 10% for contingencies

UNCLASSIFIED EXCAVATION: 10% for contingencies

3-INCH SUBBASE COURSE: 8% for contingencies

1-1/2-INCH CRUSHED AGGREGATE BASE COURSE: 8% for contingencies

ASPHALT SURFACE COURSE: 150 LB/CF Unit Weight plus 8% for contingencies

ASPHALT SURFACE COURSE BINDER (PG 64-28): 8% for contingencies

EMULSIFIED ASPHALT TACK COAT (CSS-1h): 8% for contingencies

PAVEMENT MARKINGS (WATERBORNE): 10% for contingencies

MDT CLASS I RIPRAP: 10% for contingencies

SEEDING (DRILL): 10% for contingencies

TOPSOIL (FURNISHED FROM ON-SITE): 10% for contingencies

HYDRO-MULCH: 10% for contingencies

The undersigned Bidder further agrees to furnish the required bonds, Insurance, Buy American Information and Waiver Requests, and to enter into a contract for the work awarded to him/her within fifteen (15) consecutive calendar days from and including the date of Owner's acceptance of this proposal.

Enclosed herewith is a Bid Bond in the amount of 10% of Bid ($_____), which the undersigned agrees is to be forfeited to and become the property of the **City of Billings, Billings, Montana**, as liquidated damages, should this Proposal be accepted and the contract awarded to him/her and he/she fails to enter into a Contract in the form prescribed and to furnish the required bonds within fifteen (15) days as above stipulated, but otherwise, the Bid Guaranty shall be returned to the undersigned upon the signing of the contract and delivery of the approved bonds to the **City of Billings.**

CONTRACT TIME: The Bidder further agrees that if awarded the contract he/she will commence work on or before the date stipulated in the Notice to Proceed, and further agrees to complete all work within the number of calendar days specified in the Special Provision for each Schedule of work, unless the

period of completion is extended otherwise by the Contract Documents.

LIQUIDATED DAMAGES AND DAMAGES FOR ADDITIONAL ENGINEERING SERVICES: The Owner shall be entitled to liquidated damages paid by the Bidder, as specified in the Special Provisions.

In addition, the Owner shall be entitled to be paid by the Bidder for actual damages and additional engineering services, as specified in the Special Provisions, during any contract time overrun; for unscheduled employment of the Engineer necessitated by the Contractor working overtime, Sundays or holidays; and for furnishing materials or equipment not in conformance with the Contract Documents, necessitating redesign by the Engineer. Liquidated damages, actual damages and damages for additional engineering services shall be paid by deduction from monthly progress payments and the final payment.

INSURANCE REQUIREMENT: By submitting a bid, the bidder certifies that he/she has reviewed the insurance requirements of the **Special Provisions** and agrees to provide the insurance coverage required under the **Special Provisions** if awarded the contract.

BUY AMERICAN REQUIREMENT: The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws[1], U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

[1]Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS: The bidder must complete the following two certification statements. Refer to **Section 1.8 Federal Contract Provision - A21. Tax Delinquency and Felony Convictions**. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark "X" in the space following the applicable response. The bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

1) The applicant represents that **it is** /____/ **is not** /__X__/ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that **it is** /____/ **is not** /__X__/ a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If the Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions:
Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1) Checking the System for Award Management at website: http://www.sam.gov.
2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

OPEN BIDDING: In order to comply with Executive Order 12818, nothing herein shall:

A. In order to comply with Executive Order 12828, nothing herein shall:

1. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or

2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or

3. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:

   a. become members or affiliated with a labor organization; or

   b. pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

4. No contractor or subcontractor under a Federal contract shall require, as a condition of any subcontract relating to a Government construction contract, that the party with which it contracts impose or enforce any of the elements specified in paragraph A1. through A3. above in performing its subcontract. This section does not prohibit a contractor or subcontractor from voluntarily entering into an otherwise lawful agreement with a labor organization regarding its own employees.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION COMMITMENT: The **Billings Logan International Airport** has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. To complete the work included in this contract, the **Billings Logan International Airport** anticipates that it will receive Federal financial assistance from DOT, and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26.

Policy: It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Bidder's List: The Owner is required to create a bidders list, consisting of information about **all DBE firms and non-DBE firms (contractors, subcontractors, suppliers, etc.) that bid or quote on DOT-assisted contracts**. The bidder shall **submit with his bid** the name, address, DBE/Non-DBE Status, age, and annual gross receipts, for each firm submitting a bid or quote. A range of annual gross receipts of the firm shall be reported, rather than an exact amount, as noted below. **A bidder who fails to provide complete Bidder's List information with his/her bid may be considered non-responsive and his/her bid may be rejected.**

Bidders List

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below.

Firm Name	Address	Certified DBE (Y or N)	Age of Firm	GRS*	Type of Work and/or Supplies
Highmark	Billings, MT	N	15	5	Stripe
Sundown Security	Billings, MT	N	43	2	Gate Guard
Hample Excavation	Billings, MT	N	64	1	Underground
JCT	Ballentine, MT	Y	35	1	Seeding
COP Construction	Billings, MT	N	79	5	Underground
Montana Fence	Billings, MT	N	60	3	Fence
Jares Fence	Billings, MT	N	47	2	Fence
Earth Movers Exc	Billings, MT	N	17	3	Underground

*GRS – Annual Gross Receipts
Enter 1 for less than $1 million
Enter 2 for more than $1 million, less than $5 million
Enter 3 for more than $5 million, less than $10 million
Enter 4 for more than $10 million, less than $15 million
Enter 5 for more than $15 million.

Upon completion of the project, the Bidder agrees to complete the "**Affidavit of Amounts Paid DBE Participants**" (located in Forms Appendix) indicating actual DBE firms used, a description of utilization, and the amount paid each DBE firm.

The bidder hereby certifies (a) that this bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that he/she has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that he/she has not sought by collusion or otherwise to obtain for himself/herself any advantage over any other bidder or over the **Billings Logan International Airport.**

EVIDENCE OF COMPETENCY

The Contractor shall submit Evidence of Competency in accordance with General Provisions, Section 20-02. The form below satisfies this requirement. **Failure to submit this information will result in rejection of the bid.**

This form is a guideline, and the Contractor is free to submit separate information detailing their Evidence of Competency. If separate Evidence of Competency is submitted with this bid package, and is in accordance with General Provisions, Section 20-02, please state such at the bottom of this form.

Related Work Similar to This Project: In the table below, list projects the bidder has worked on that are similar in nature and magnitude to the project being bid.*

Year	Project Description	$ Amount of Project
* See attached page		

List of Major Equipment Available for this Project: In the table below, list the major equipment that is available for work on the project.*

* See attached page	

List of Key Personnel Available for Work: In the table below, list key personnel who are available for the work such as project managers, project superintendents, and foremen.*

Name	Title
* See attached page	

*Attach separate sheets as necessary to provide complete information.

☑ We have submitted separate evidence of competency meeting Section 20-02.

The Contractor herby certifies that it has the required experience, equipment, and personnel available and capable of performing the work proposed on this project.

EVIDENCE OF FINANCIAL RESPONSIBILITY

The contractor shall submit Evidence of Financial Responsibility in accordance with General Provisions, Section 20-02. The form below satisfies this requirement. **Failure to submit this information will result in rejection of the bid**. **The "BID BOND" attached to the bid proposal will satisfy the required "Evidence of Financial Responsibility".**

This form is a guideline, and the Contractor is free to submit separate information detailing their Evidence of Financial Responsibility. If separate Evidence of Financial Responsibility is submitted with this bid package, and is in accordance with General Provisions, Section 20-02, please state such at the bottom of this form.*

1. Contractor Financial assets for previous calendar year or fiscal year: * Bid Bond Attached

   $_____

2. Contractor Financial Liabilities for previous calendar year or fiscal year:

   $_____

3. The Contractor shall check the appropriate box below that best describes the current financial condition at the time the bid is submitted.

   ☐ At the time this bid is submitted, the financial responsibility of the Contractor is approximately the same as the information provided above.

   ☐ At the time this bid is submitted, the true financial responsibility of the Contractor is substantially changed from the previous year. Explain below:

   _____
   _____
   _____
   _____

The Contractor herby certifies that it has the required financial responsibility to construct the work proposed on this project.

☑ We have submitted separate evidence of Financial Responsibility, and is included with the Bid. Proposal.

Buy America Certification
(Title 49 U.S.C. Section 50101)

PROJECT NAME:	**2026 Taxilane Construction**
AIRPORT NAME:	**Billings Logan International Airport**
AIP NUMBER:	**3-30-0008-089-2026**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under

49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Waiver Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;

c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

PROPOSAL SIGNATURE

DATED AT Billings (City), MT (State) this 03 day of March, 2026.

Firm Name Knife River - Billings

IRS E.I. Number 81-0465363

By Mack Long VP/GM
(Signature)

By Mack Long
(Name Printed)

Title Vice President

Address PO Box 80066 (4014 Hesper Road)

Billings, MT 59108 (59106)

JTL GROUP, INC. CORPORATE SEAL 1990 MONTANA

MONTANA CONTRACTOR'S REGISTRATION NUMBER 10089

CONTRACTOR'S UEI NUMBER CJJ1NTFKM259

The Bidder acknowledges receipt of the following addenda:

Addendum No.:	Date of Issuance:

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Liberty Mutual. SURETY

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Knife River - Billings
P.O. Box 80066
Billings, MT 59108

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

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

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

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
2026 TAXILANE CONSTRUCTION, AIP 3-30-0008-089-2026

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

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

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

Signed and sealed this 17th day of February, 2026.

(Witness)

Knife River - Billings
(Contractor as Principal)
By: [signature]
(Title) Vice Pres / Gen Mgr

JTL GROUP, INC. CORPORATE SEAL 1990 (Seal) MONTANA

(Witness)

Liberty Mutual Insurance Company
(Surety)
By: [signature]
(Title) Haley Pflug, Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Surety Acknowledgment

State of Minnesota }
} ss.
County of Hennepin }

On this 17th day of February 2026, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

Notary Public



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214569 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Craig Olmstead, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of August, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of February, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Evidence of Competency – Knife River - Billings

Projects:

1.	2019 – BLIA - Commercial Apron Construction	$3,082,000
2.	2020 – Roundup Airfield	$4,700,000
3.	2021 – MDT – Main Street	$7,750,000
4.	2021 – WO 20-12 City of Billings S32nd	$4,062,000
5.	2022 – WO 22-03 City Overlay	$1,040,000
6.	2022 – Northwestern Energy – Rimrock Substation	$1,975,000
7.	2022 – BLIA – West Taxilane	$ 774,000
8.	2023 – BLIA – Commercial Ramp	$2,823,500
9.	2024 – MDT – Mossmain	$20,563,000
10.	2024 – MDT – Rimrock and 62nd	$5,120,000
11.	2024 – BLIA – Cargo Ramp Slot 5	$4,540,000

Equipment (Grading/Paving/Concrete):

1. Excavators – Multiple/Fleet Cat 330 and 320
2. Front end loaders – Multiple/Fleet Cat 950 and larger
3. Graders – Multiple/Fleet Cat 14, John Deere 872 and 772
4. Scrapers – Multiple/Fleet Cat 627 (not to be used on this project)
5. Rollers – Multiple/Fleet Cat Single drum sheepsfoot and smooth drum
6. Concrete Place: Forms, screeds, trucks, small equipment
7. Cat AP1055 Paver (2)
8. Cat AP655 Paver
9. Volvo DD140F Vib Roller (2)
10. Volvo DD120B Vib Roller
11. Bomag BW138AC-5 Roller
12. International 4700 Truck W/ Etnyre Asphalt Distributor
13. Volvo VHD 64BT Water Truck
14. Cat 262D Skid Steer
15. Bomag 6.5’ Roto-Mill Machine
16. Trucks – Fleet: End Dump, Belly Dump, Side Dump, Ready-Mix Concrete trucks

Personnel:

1. Mack Long – General Manager
2. Van Hildreth – Project Manager/Estimator
3. Todd McKeever – Operations Manager
4. Roddo Bakich – Grading Superintendent (Project Superintendent)
5. Chad Devries - Asphalt Superintendent

Section 1.5 Contract

THIS CONTRACT, made as of _____ by and between the **City of Billings**, hereinafter called the OWNER, and Knife River – Billings hereinafter called the CONTRACTOR.

WITNESSETH THAT, whereas the OWNER intends to construct improvements at Billings Logan International Airport, **2026 Taxilane Construction – AIP 3-30-0008-089-2026**, consisting of:

Schedule 1 – Taxilane Construction

hereinafter called the PROJECT, in accordance with Drawings, Specifications and other Contract Documents prepared by **Morrison-Maierle, Inc.,** hereinafter called the ENGINEER, and as such designated by the parties hereto as an agent for the OWNER to protect the interests of the OWNER and to ensure that the CONTRACTOR's work is done in full compliance with the terms of this CONTRACT.

NOW, THEREFORE, the OWNER and the CONTRACTOR, for the considerations herein set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project included in the following units and items of the Proposal in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract:

A. CONTRACT TIME: Work under this Contract shall be commenced upon written Notice To Proceed and shall be completed within the specified calendar days of the commencement of the Contract Time as specified in the Special Provisions.

B. LIQUIDATED DAMAGES AND ACTUAL DAMAGES: Subject to the provisions of the General and Special Provisions, the OWNER shall be entitled to be paid by the Contractor for liquidated damages, actual damages and damages for additional engineering services as specified in the Special Provisions and as referenced in the "Bid Proposal". (See attached "Acknowledgement of Liquidated Damages" form.)

C. LOBBY DISCLOSURE: As a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, the Contractor agrees to provide Certification of Disclosure of Lobbying activities and shall require that the language of this certification be included in the award of documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly. (See attached "Disclosure of Lobbying Activities" form.)

D. SUBCONTRACTORS: The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents and incorporate into all subcontracts and purchase orders the required contract provisions in Section 1.8. The Contract Documents shall not be construed as creating any contractual relation between subcontractor and the OWNER.

E. CONTRACT PRICE: THE OWNER AGREES to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract, the Contract amount of nine hundred seventy-four thousand five hundred sixty-one and 00/100 Dollars ($974,561.00) based on the prices stipulated in the Proposal and in accordance with the provisions of the Contract Documents.

F. PAYMENT PROCEDURES: Progress payments will be made in accordance with the General Conditions and Special Provisions.

G. CONTRACT DOCUMENTS: The term "CONTRACT DOCUMENTS" as used herein shall mean and include the "GENERAL CONDITIONS" hereto attached, all of which are by this reference incorporated into and made a part of this Contract. In the event any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

a. Contract (This Instrument)
b. Performance and Payment Bonds
c. Addenda to Contract Documents (List): NA
d. Legal and Procedural Documents:
    1. Proposal
    2. Proposal Guaranty
    3. Instructions to Bidders
    4. Invitation to Bid
e. Special Provisions
f. Drawings (List Sheet Numbers): 14 Drawings
g. Technical Provisions
h. General Conditions

H. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specification, and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR. In acting in this capacity under this Contract, the ENGINEER is acting as an agent for the OWNER to protect the interest of the OWNER. ENGINEER will endeavor for the benefit of the OWNER to determine, in general, if the work is proceeding in accordance with the contract documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. ENGINEER'S efforts will be directed toward providing for owner a greater degree of confidence that the completed work will conform generally to the contract documents. This service does not include direction or supervision of the CONTRACTOR's employees, agents or subcontractors, or the inspection of any of the equipment, installations, temporary shoring, or any other of the CONTRACTOR's operations or those of his subcontractor, to safeguard their agents or public employees or the general public, or to prevent damage to public or private property, these being the sole responsibility of the CONTRACTOR.

I. SAFETY PROVISIONS: It is a condition of the Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the CONTRACTOR and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety, as determined under construction safety and health standards. Title 29 Code of Federal Regulations, Part 1518, 36 F.R., 7340, promulgated by the United States Secretary of Labor in accordance with Section 107 of the Contract Work Hours and

Safety Standards Act, 82 Stat. 96.

J. LABOR PROVISIONS: The labor provisions of Section 1.8 A9 Davis Bacon Requirements are hereby made a part of this contract.

K. SUCCESSORS AND ASSIGNS: This contract and all of the covenants hereof shall ensure to the benefit of, be binding upon the OWNER and the CONTRACTOR respectively, and his partners, successors, assigns, and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign or transfer his interests or obligations hereunder without written consent of the other party.

L. ATTORNEY'S FEES: In the event either party engages the services of an attorney to enforce any provisions hereof or to secure payments, the prevailing party shall receive from the other party all costs, charges and expenses, including reasonable attorney's fees.

M. AFFIDAVIT OF AMOUNTS PAID DBE PARTICIPANTS: Upon completion of the project, the Bidder agrees to complete the attached "Affidavit of Amounts Paid DBE Participants" indicating actual DBE firms used, a description of utilization, and the amount paid each DBE firm. (See Forms Appendix, make copies as needed, complete and provide to project engineer.)

IN WITNESS WHEREOF, the parties have made and executed this Contract this day and year first above written.

CITY OF BILLINGS, MONTANA	Knife River – Billings
OWNER	CONTRACTOR
By:	By:
Title:	Title:
P.O. Box 1178	P.O. Box 80066
Business Address	Business Address
Billings MT 59103	Billings MT 59108
City State Zip	City State Zip

APPROVED AS TO FORM

City Attorney's Office

ATTEST

Billings City Clerk

See attached forms:

A. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS (Requires Signature)

B. DISCLOSURE OF LOBBYING ACTIVITIES (Requires Disclosure)

C. LETTER OF INTENT (Requires Signature If Utilizing DBE)

D. ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES (Requires Signature)

Attachment "A"
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

This certification is a material representation of fact upon with reliance was placed when this transaction was made of entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed:_____
Contractor's Authorized Representative

Dated:_____

Attachment "B"
DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ¨ a. Contract ¨ b. Grant ¨ c. Cooperative Agreement ¨ d. Loan ¨ e. Loan Guarantee ¨ f. Loan Insurance	2. Status of Federal Action ¨ a. id/Offer/Application ¨ b. Initial Award ¨ c. Post-award	3. Report Type: ¨ a. Initial filing ¨ b. Material change For Material Change Only: Year___ Quarter Date of last report
4. Name and Address of Reporting Entity: ¨ Prime ¨ Subawardee Tier ___, *if known:* Congressional District, *if known:*	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable:*	
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $	
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*	
11. Amount of Payment *(check all that apply):* $_____ ¨ actual ¨ planned	13. Type of Payment *(check all that apply):* ¨ a. Retainer ¨ b. One- time fee ¨ c. Commission ¨ d. Contingent fee ¨ e. Deferred ¨ f. Other; specify:	
12. Form of Payment *(check all that apply):* ¨ a. Cash ¨ b. In-kind: specify: nature_____value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*		
15. Continuation Sheet(s) SF-LLL-A attached: ¨ Yes ¨ No		
Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Print Name: Title: Telephone No:_____ Date:	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Attachment "C"
LETTER OF INTENT

The Letter of Intent form shall be completed, and **submitted with the executed contract documents**. A separate Letter of Intent form is required for each proposed DBE subcontractor.

LETTER OF INTENT

Name of Bidder's Firm: _____

Bidder's Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (including area code): _____

Description of work to be performed by DBE firm:

Bidder intends to utilize the above named DBE firm for the work described above. The estimated amount of work is valued at $_____

Bidder's confirmation of intent to use DBE contractor:

Bidder's Signature: _____

Attachment "D"
ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

This acknowledgment dated this _____ day of _____, 20____, by wherein Knife River – Billings acknowledges and agrees that the public improvement contract contains a liquidated damages clause. Knife River – Billings acknowledges and agrees that because the project involves the construction of public improvements said liquidated damages clause is necessary. Knife River – Billings acknowledges and agrees that the City of Billings is damaged in the amount of $ 300.00 (Three Hundred and no/100 Dollars) for each day past the contract's completion date that this project is not completed.

Knife River – Billings acknowledges and agrees that because this is a public improvement project, it is extremely difficult to calculate the City of Billings' actual damages for delay in completing the project but that this mutually agreed upon figure for liquidated damages of $ 300.00 (Three Hundred and no/100 Dollars) is the best approximation possible, is reasonable and is not a penalty. This mutually agreed upon liquidated damages amount has been specifically taken into account in arriving at the dollar amount of the submitted bid. This liquidated damages amount shall be included in the public improvement project contract and Knife River – Billings acknowledges and agrees to be bound by this amount should Knife River – Billings be awarded the public improvement contract.

This mutually agreed upon amount may be deducted from money due or to become due Knife River – Billings should Knife River – Billings be awarded the public improvement contract and should Knife River – Billings fail to complete the work within the time specified in the contract.

By: _____
(Contractor)

Its: _____
(Title)

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100% CD DRAWINGS FOR

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT
BILLINGS LOGAN INTERNATIONAL AIRPORT

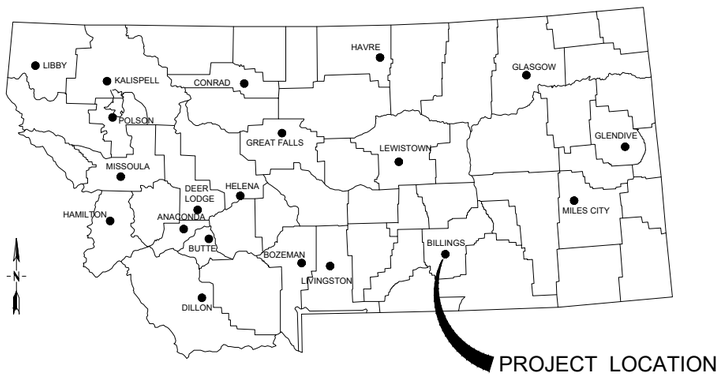
AIP 3-30-0008-089-2026
2026 TAXILANE CONSTRUCTION
FEBRUARY 2026

PREPARED BY:

Morrison Maierle

engineers ▪ surveyors ▪ planners ▪ scientists

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



LOCATION MAP
NO SCALE



VICINITY MAP
NO SCALE

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

APPROVED BY: _____
HEATHER E. MOSSER, P.E.
Project Manager

100% CD
FEBRUARY 2026
SET NO. _____
MMI PROJECT NO. 2447.150.27

P:\2447-BIL\150.27 - 2026 TAXILANE\ACAD\SHEETS\COVER SHEET.DWG PLOTTED BY:KENT KUEHN ON Feb/13/2026

EXISTING LEGEND

- EXISTING BOLLARD
- EXISTING CLEANOUT
- EXISTING CURB STOP
- EXISTING CABLE TV PEDESTAL
- EXISTING RETROREFLECTIVE MARKER
- EXISTING ELECTRICAL JUNCTION BOX
- EXISTING ELECTRICAL PEDESTAL
- EXISTING ELECTRICAL METER
- EXISTING FIRE HYDRANT
- EXISTING NATURAL GAS METER
- EXISTING NATURAL GAS VALVE
- EXISTING GUY WIRE
- EXISTING HYDRANT VALVE
- EXISTING IRRIGATION CONTROL VALVE
- EXISTING LIGHT POLE
- EXISTING ELECTRICAL MANHOLE
- EXISTING FIBER OPTIC MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING WATER MANHOLE
- EXISTING MONITORING WELL
- EXISTING POWER POLE
- EXISTING BASE MOUNTED RUNWAY/TAXIWAY LIGHT
- EXISTING FLUSH MOUNTED RUNWAY LIGHT
- EXISTING STORM DRAIN INLET
- EXISTING SIGN POST
- EXISTING SPRINKLER HEAD
- EXISTING SPRINKLER VALVE
- EXISTING CONIFEROUS TREE
- EXISTING DECIDUOUS TREE
- EXISTING TELEPHONE POLE
- EXISTING TRANSFORMER
- EXISTING TELEPHONE PEDESTAL
- EXISTING TAXIWAY LIGHT
- EXISTING WATER METER
- EXISTING WATER VALVE
- BORE HOLE

- EXISTING CULVERT
- EXISTING FLOWLINE
- EXISTING BARBED WIRE FENCE
- EXISTING CHAIN LINE FENCE
- EXISTING WOODEN FENCE
- EXISTING IRRIGATION LINE (IRR)
- EXISTING STORM DRAIN (SD)
- EXISTING SANITARY SEWER (SS)
- EXISTING BURIED FIBER OPTIC (BF)
- EXISTING NATURAL GAS LINE (NG)
- EXISTING BURIED POWER (BP)
- EXISTING BURIED TELEPHONE (BT)
- EXISTING BURIED TELEVISION (BTV)
- EXISTING OVERHEAD POWER (OHP)
- EXISTING OVERHEAD TELEPHONE (OHT)
- EXISTING BURIED PETROLEUM LINE (PETRO)
- EXISTING WATER MAIN (W)
- EXISTING CONDUIT WITH EXISTING CABLE(S)
  CROSS HATCH DENOTES NUMBER OF CABLES IN CONDUIT
- EXISTING CURB AND GUTTER
- EXISTING ASPHALT
- EXISTING GRAVEL
- EXISTING BUILDING

PROPOSED LEGEND

- NEW ASPHALT
- NEW MILLINGS PLACEMENT
- NEW STORM DRAIN (SD)
- NEW STORM DRAIN MANHOLE
- NEW DITCH FLOWLINE
- NEW CHAIN LINK SECURITY FENCE

INDEX OF SHEETS

SHEET NUMBER	DRAWING NUMBER	SHEET TITLE
1		COVER SHEET
2	G-1	LEGEND AND INDEX OF SHEETS
3	G-2	SITE PLAN
4	CP-1	CONSTRUCTION SAFETY AND PHASING PLAN
5	CP-2	CONSTRUCTION SAFETY AND PHASING DETAIL
6	C-1	DEMO PLAN
7	C-2	TAXILANE PLAN AND PROFILE
8	C-3	WEST STORM DRAIN PLAN AND PROFILE
9	C-4	EAST STORM DRAIN PLAN AND PROFILE
10	C-5	CONSTRUCTION ACCESS GRADING PLAN
11	C-4	TAXILANE PAVEMENT MARKING PLAN
12	C-5	SECURITY FENCE PLAN
13	D-1	DETAILS
14	D-2	FENCE DETAILS

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FEBRUARY 2026

VERIFY SCALE!

THESE PRINTS MAY BE REDUCED. LINE BELOW MEASURES ONE INCH ON ORIGINAL DRAWING.

MODIFY SCALE ACCORDINGLY!

REVISIONS

NO.	DESCRIPTION	BY	DATE

PLOTTED BY:KENT KUEHN ON Feb/13/2026

Morrison Maierle
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315 North 25th Street, Suite 102, Billings, MT 59101
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MONTANA
HEATHER E. MOSSER
16188
LICENSED PROFESSIONAL ENGINEER

DRAWN BY: KDK
DSGN. BY: DCM
APPR. BY: HEM
DATE: 02/12/2026
Q.C. REVIEW BY: KJM
DATE: 02/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
2026 TAXILANE CONSTRUCTION
AIP 3-30-0008-089-2026
BILLINGS MONTANA

LEGEND AND INDEX OF SHEETS

PROJECT NUMBER 2447.150.27
SHEET NUMBER 2
DRAWING NUMBER G-1

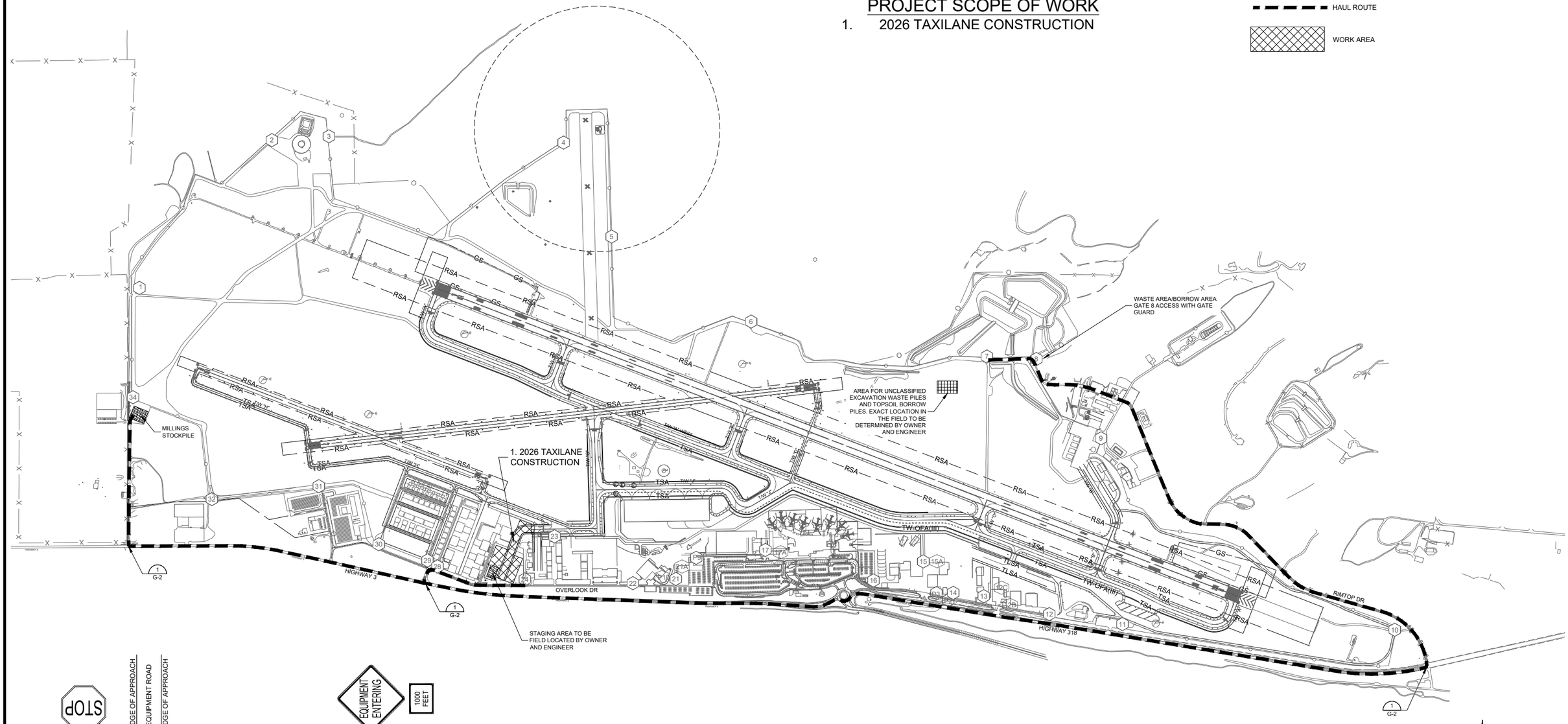
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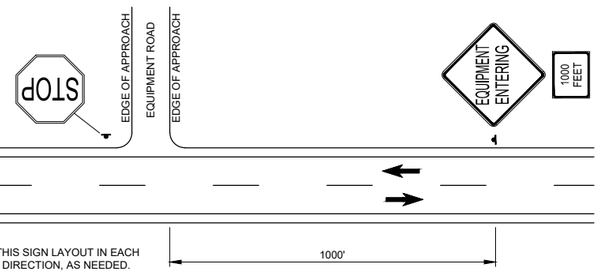
PROJECT SCOPE OF WORK

1. 2026 TAXILANE CONSTRUCTION

LEGEND

- GATE NUMBER
- HAUL ROUTE
- WORK AREA





NOTE:
SET UP THIS SIGN LAYOUT IN EACH TRAFFIC DIRECTION, AS NEEDED.

1 / G-2 TYPICAL ACCESS SIGNING DETAIL

NOT TO SCALE

600 300 0 600 1,200

SCALE IN FEET

100% CD

FEBRUARY 2026

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MONTANA
WALTER E. MOSSER
10184
LICENSED PROFESSIONAL ENGINEER

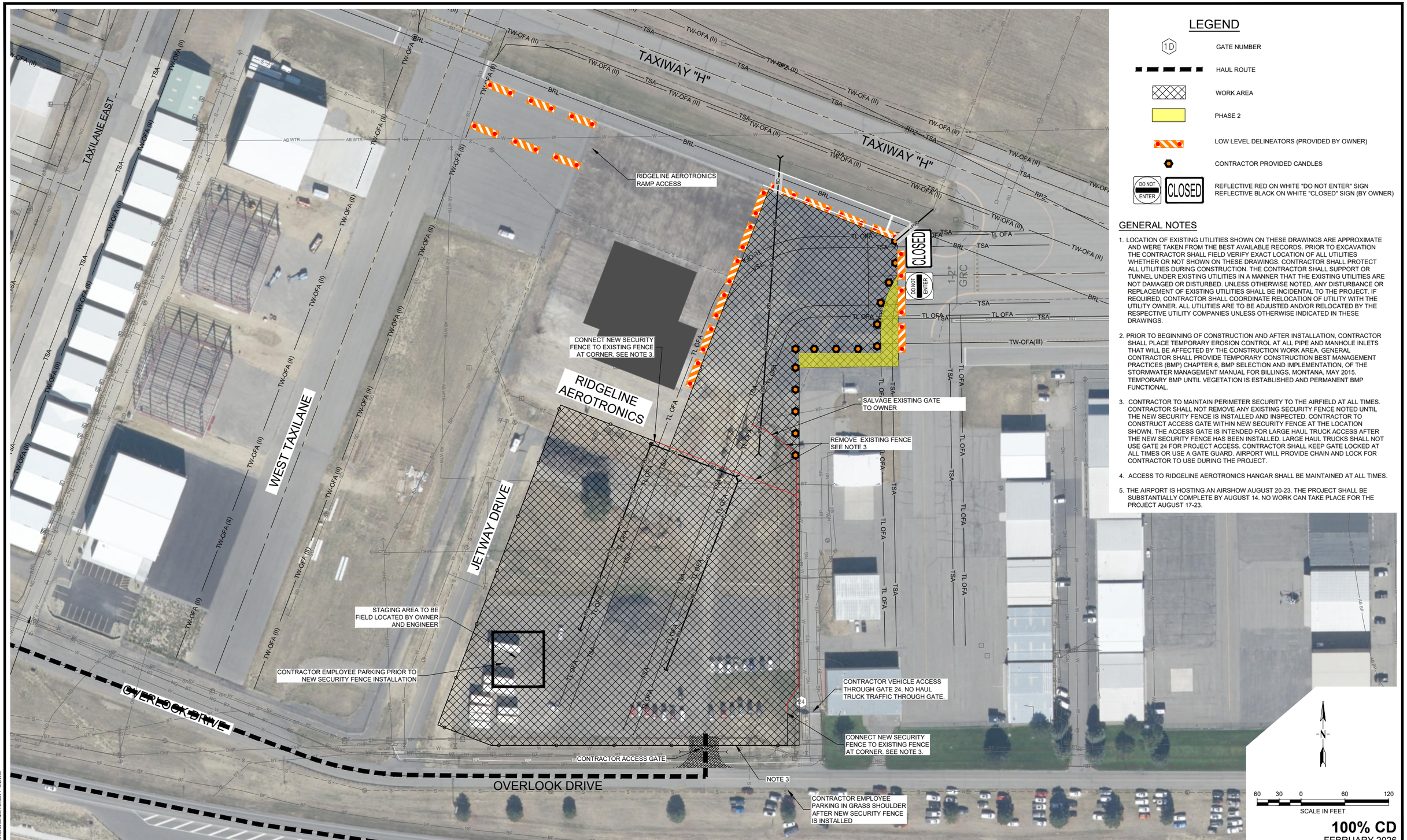
DRAWN BY: KDK
DSGN. BY: DCM
APPR. BY: HEM
DATE: 02/12/2026
Q.C. REVIEW BY: KJM
DATE: 02/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
2026 TAXILANE CONSTRUCTION
AIP 3-30-0008-089-2026
BILLINGS MONTANA

SITE PLAN

PROJECT NUMBER 2447.150.27
SHEET NUMBER 3
DRAWING NUMBER G-2

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LEGEND

- GATE NUMBER
- HAUL ROUTE
- WORK AREA
- PHASE 2
- LOW LEVEL DELINEATORS (PROVIDED BY OWNER)
- CONTRACTOR PROVIDED CANDLES
- REFLECTIVE RED ON WHITE "DO NOT ENTER" SIGN
  REFLECTIVE BLACK ON WHITE "CLOSED" SIGN (BY OWNER)

GENERAL NOTES

1. LOCATION OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND WERE TAKEN FROM THE BEST AVAILABLE RECORDS. PRIOR TO EXCAVATION THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION OF ALL UTILITIES WHETHER OR NOT SHOWN ON THESE DRAWINGS. CONTRACTOR SHALL PROTECT ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL SUPPORT OR TUNNEL UNDER EXISTING UTILITIES IN A MANNER THAT THE EXISTING UTILITIES ARE NOT DAMAGED OR DISTURBED. UNLESS OTHERWISE NOTED, ANY DISTURBANCE OR REPLACEMENT OF EXISTING UTILITIES SHALL BE INCIDENTAL TO THE PROJECT. IF REQUIRED, CONTRACTOR SHALL COORDINATE RELOCATION OF UTILITY WITH THE UTILITY OWNER. ALL UTILITIES ARE TO BE ADJUSTED AND/OR RELOCATED BY THE RESPECTIVE UTILITY COMPANIES UNLESS OTHERWISE INDICATED IN THESE DRAWINGS.
2. PRIOR TO BEGINNING OF CONSTRUCTION AND AFTER INSTALLATION, CONTRACTOR SHALL PLACE TEMPORARY EROSION CONTROL AT ALL PIPE AND MANHOLE INLETS THAT WILL BE AFFECTED BY THE CONSTRUCTION WORK AREA. GENERAL CONTRACTOR SHALL PROVIDE TEMPORARY CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP) CHAPTER 6, BMP SELECTION AND IMPLEMENTATION, OF THE STORMWATER MANAGEMENT MANUAL FOR BILLINGS, MONTANA, MAY 2015. TEMPORARY BMP UNTIL VEGETATION IS ESTABLISHED AND PERMANENT BMP FUNCTIONAL.
3. CONTRACTOR TO MAINTAIN PERIMETER SECURITY TO THE AIRFIELD AT ALL TIMES. CONTRACTOR SHALL NOT REMOVE ANY EXISTING SECURITY FENCE NOTED UNTIL THE NEW SECURITY FENCE IS INSTALLED AND INSPECTED. CONTRACTOR TO CONSTRUCT ACCESS GATE WITHIN NEW SECURITY FENCE AT THE LOCATION SHOWN. THE ACCESS GATE IS INTENDED FOR LARGE HAUL TRUCK ACCESS AFTER THE NEW SECURITY FENCE HAS BEEN INSTALLED. LARGE HAUL TRUCKS SHALL NOT USE GATE 24 FOR PROJECT ACCESS. CONTRACTOR SHALL KEEP GATE LOCKED AT ALL TIMES OR USE A GATE GUARD. AIRPORT WILL PROVIDE CHAIN AND LOCK FOR CONTRACTOR TO USE DURING THE PROJECT.
4. ACCESS TO RIDGELINE AEROTRONICS HANGAR SHALL BE MAINTAINED AT ALL TIMES.
5. THE AIRPORT IS HOSTING AN AIRSHOW AUGUST 20-23. THE PROJECT SHALL BE SUBSTANTIALLY COMPLETE BY AUGUST 14. NO WORK CAN TAKE PLACE FOR THE PROJECT AUGUST 17-23.

100% CD
FEBRUARY 2026

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VERIFY SCALE AND COLOR!
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MODIFY SCALE ACCORDINGLY!

REVISIONS

NO.	DESCRIPTION	BY	DATE

PLOTTED BY:KENT KUEHN ON Feb/13/2026

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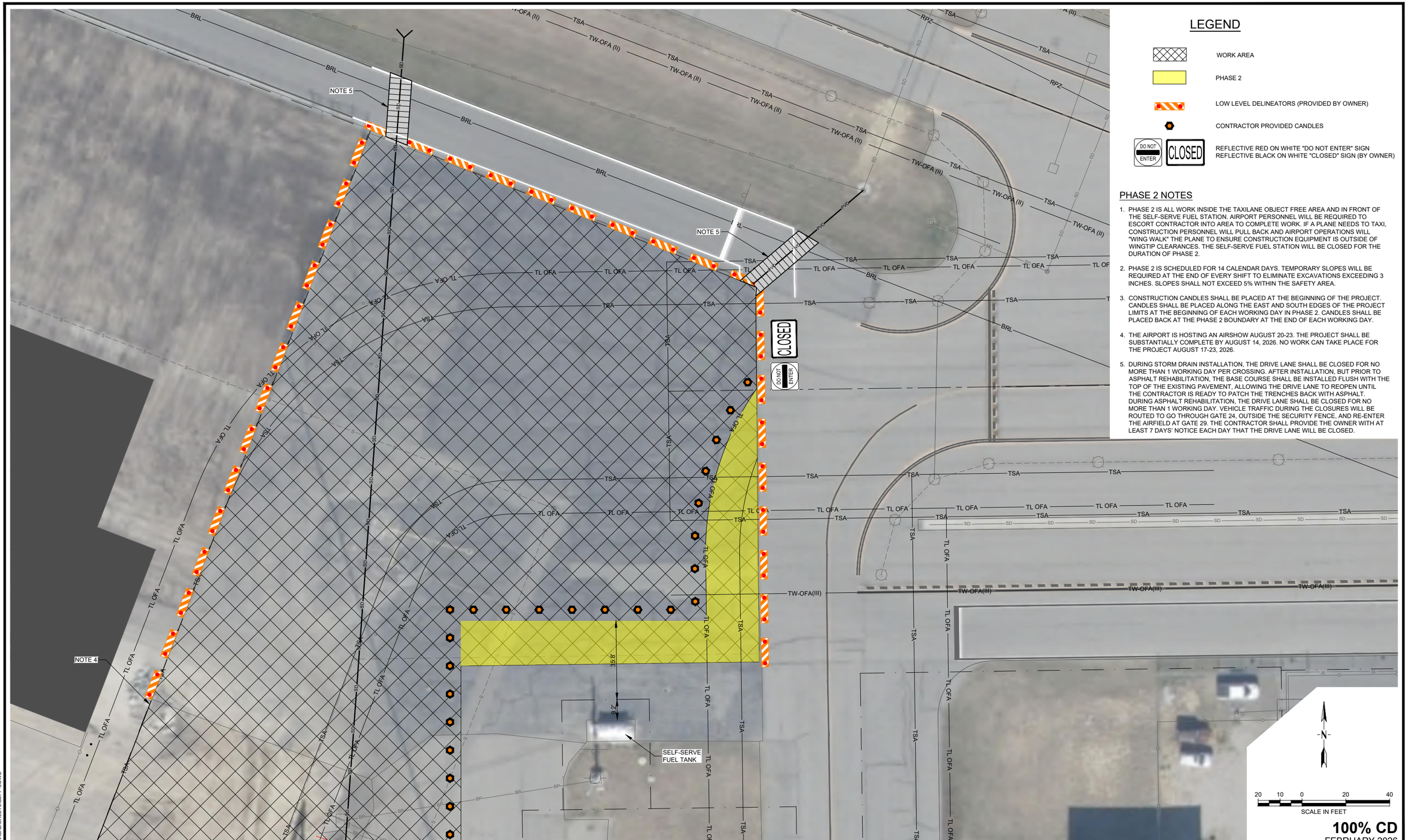
MONTANA
HEATHER E. MOSSER
10,815
LICENSED PROFESSIONAL ENGINEER

DRAWN BY: KDK
DSGN. BY: DCM
APPR. BY: HEM
DATE: 02/12/2026
Q.C. REVIEW BY: KJM
DATE: 02/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
2026 TAXILANE CONSTRUCTION
AIP 3-30-0008-089-2026
BILLINGS MONTANA

CONSTRUCTION SAFETY AND PHASING PLAN

PROJECT NUMBER 2447.150.27
SHEET NUMBER 4
DRAWING NUMBER CP-1



LEGEND

- WORK AREA
- PHASE 2
- LOW LEVEL DELINEATORS (PROVIDED BY OWNER)
- CONTRACTOR PROVIDED CANDLES
- REFLECTIVE RED ON WHITE "DO NOT ENTER" SIGN
  REFLECTIVE BLACK ON WHITE "CLOSED" SIGN (BY OWNER)

PHASE 2 NOTES

1. PHASE 2 IS ALL WORK INSIDE THE TAXILANE OBJECT FREE AREA AND IN FRONT OF THE SELF-SERVE FUEL STATION. AIRPORT PERSONNEL WILL BE REQUIRED TO ESCORT CONTRACTOR INTO AREA TO COMPLETE WORK. IF A PLANE NEEDS TO TAXI, CONSTRUCTION PERSONNEL WILL PULL BACK AND AIRPORT OPERATIONS WILL "WING WALK" THE PLANE TO ENSURE CONSTRUCTION EQUIPMENT IS OUTSIDE OF WINGTIP CLEARANCES. THE SELF-SERVE FUEL STATION WILL BE CLOSED FOR THE DURATION OF PHASE 2.
2. PHASE 2 IS SCHEDULED FOR 14 CALENDAR DAYS. TEMPORARY SLOPES WILL BE REQUIRED AT THE END OF EVERY SHIFT TO ELIMINATE EXCAVATIONS EXCEEDING 3 INCHES. SLOPES SHALL NOT EXCEED 5% WITHIN THE SAFETY AREA.
3. CONSTRUCTION CANDLES SHALL BE PLACED AT THE BEGINNING OF THE PROJECT. CANDLES SHALL BE PLACED ALONG THE EAST AND SOUTH EDGES OF THE PROJECT LIMITS AT THE BEGINNING OF EACH WORKING DAY IN PHASE 2. CANDLES SHALL BE PLACED BACK AT THE PHASE 2 BOUNDARY AT THE END OF EACH WORKING DAY.
4. THE AIRPORT IS HOSTING AN AIRSHOW AUGUST 20-23. THE PROJECT SHALL BE SUBSTANTIALLY COMPLETE BY AUGUST 14, 2026. NO WORK CAN TAKE PLACE FOR THE PROJECT AUGUST 17-23, 2026.
5. DURING STORM DRAIN INSTALLATION, THE DRIVE LANE SHALL BE CLOSED FOR NO MORE THAN 1 WORKING DAY PER CROSSING. AFTER INSTALLATION, BUT PRIOR TO ASPHALT REHABILITATION, THE BASE COURSE SHALL BE INSTALLED FLUSH WITH THE TOP OF THE EXISTING PAVEMENT, ALLOWING THE DRIVE LANE TO REOPEN UNTIL THE CONTRACTOR IS READY TO PATCH THE TRENCHES BACK WITH ASPHALT. DURING ASPHALT REHABILITATION, THE DRIVE LANE SHALL BE CLOSED FOR NO MORE THAN 1 WORKING DAY. VEHICLE TRAFFIC DURING THE CLOSURES WILL BE ROUTED TO GO THROUGH GATE 24, OUTSIDE THE SECURITY FENCE, AND RE-ENTER THE AIRFIELD AT GATE 29. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AT LEAST 7 DAYS' NOTICE EACH DAY THAT THE DRIVE LANE WILL BE CLOSED.

100% CD
FEBRUARY 2026

VERIFY SCALE AND COLOR!
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MODIFY SCALE ACCORDINGLY!

REVISIONS

NO.	DESCRIPTION	BY	DATE

PLOTTED BY:KENT KUEHN ON Feb/13/2026

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MONTANA
HEATHER E. MOSSER
16158
LICENSED
PROFESSIONAL ENGINEER

DRAWN BY: KDK
DSGN. BY: DCM
APPR. BY: HEM
DATE: 02/12/2026
Q.C. REVIEW BY: KJM
DATE: 02/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
2026 TAXILANE CONSTRUCTION
AIP 3-30-0008-089-2026
BILLINGS MONTANA

CONSTRUCTION SAFETY AND PHASING DETAIL

PROJECT NUMBER 2447.150.27
SHEET NUMBER 5
DRAWING NUMBER CP-2

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FEBRUARY 2026

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MODIFY SCALE ACCORDINGLY!

REVISIONS			
NO.	DESCRIPTION	BY	DATE

PLOTTED BY:KENT KUEHN ON Feb/13/2026

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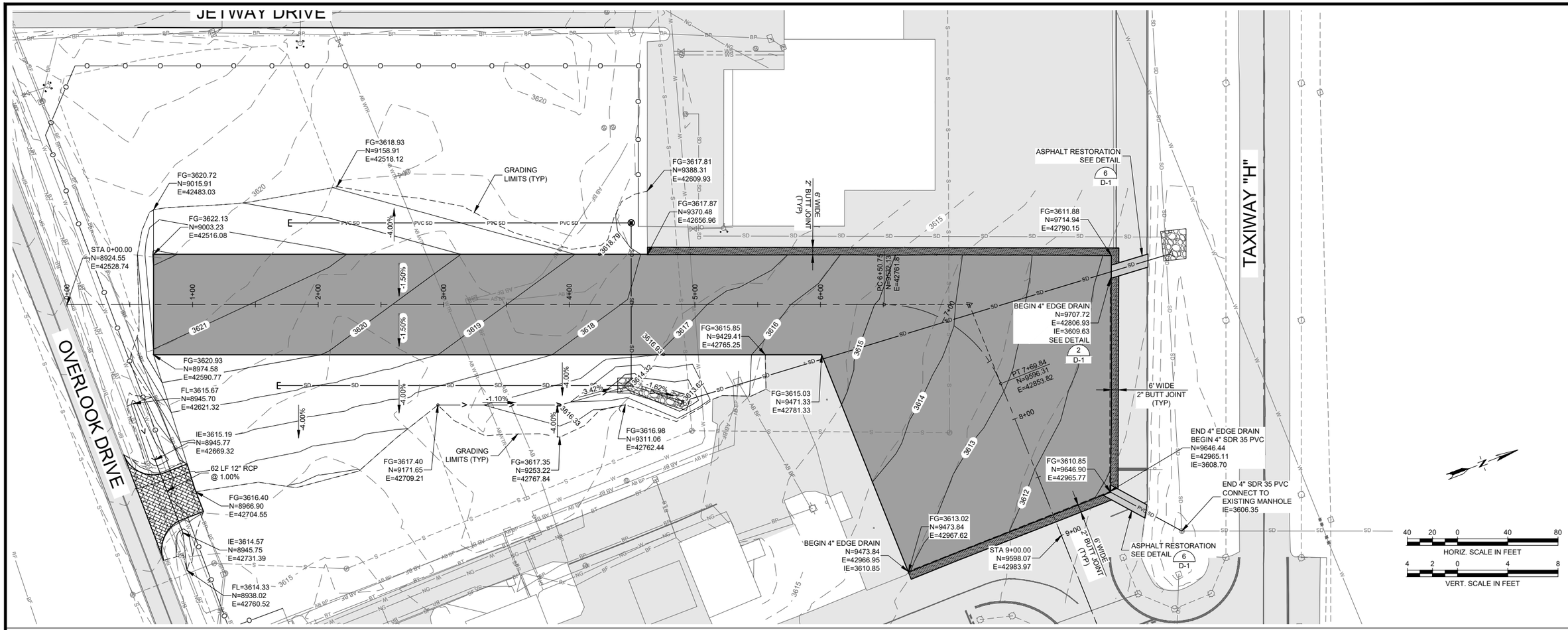
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AIP 3-30-0008-089-2026
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DEMO PLAN

PROJECT NUMBER 2447.150.27
SHEET NUMBER 6
DRAWING NUMBER C-1

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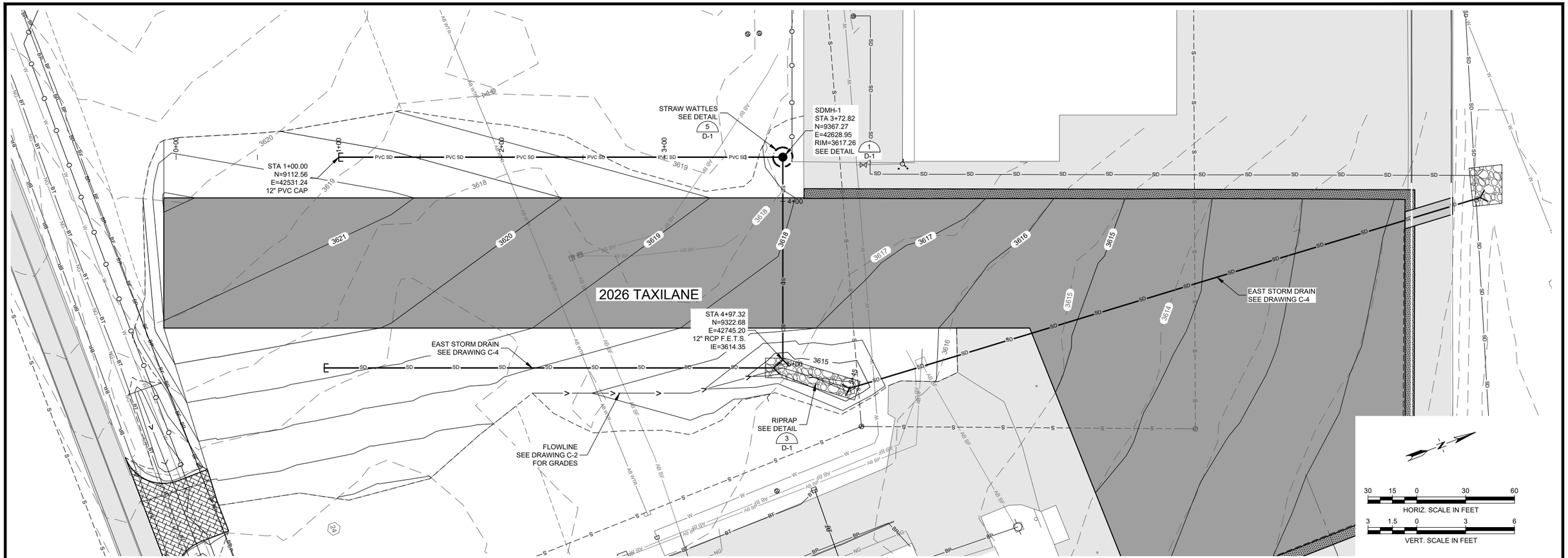
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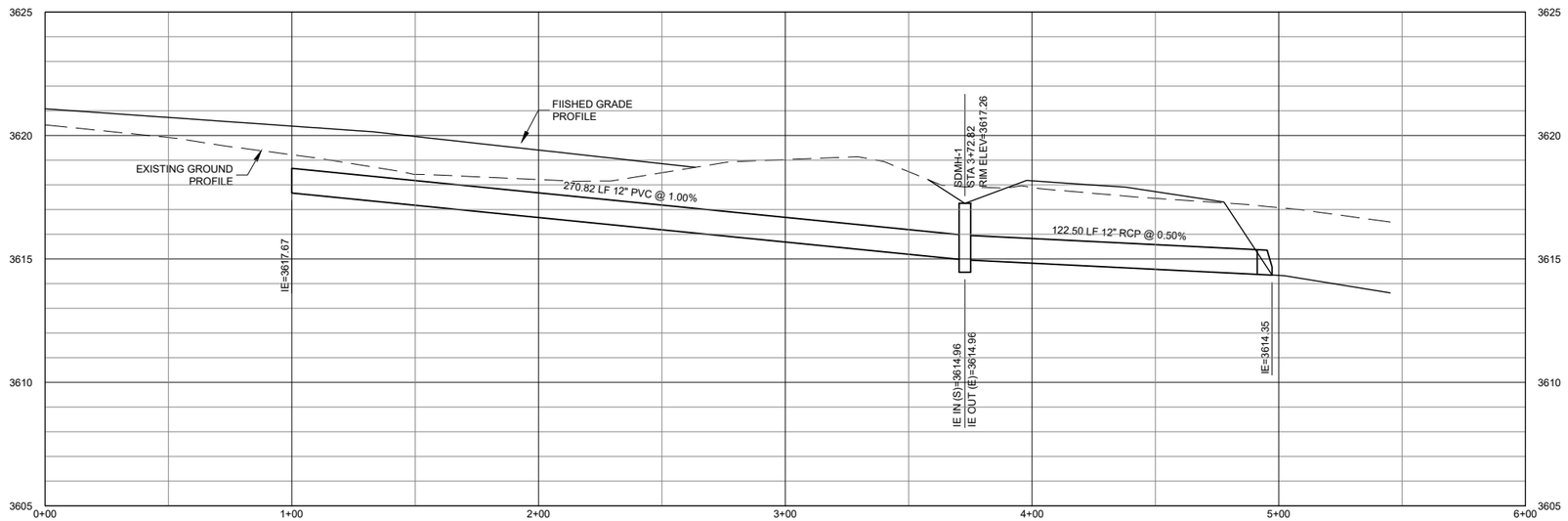
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TAXILANE PLAN AND PROFILE

PROJECT NUMBER 2447.150.27
SHEET NUMBER 7
DRAWING NUMBER C-2

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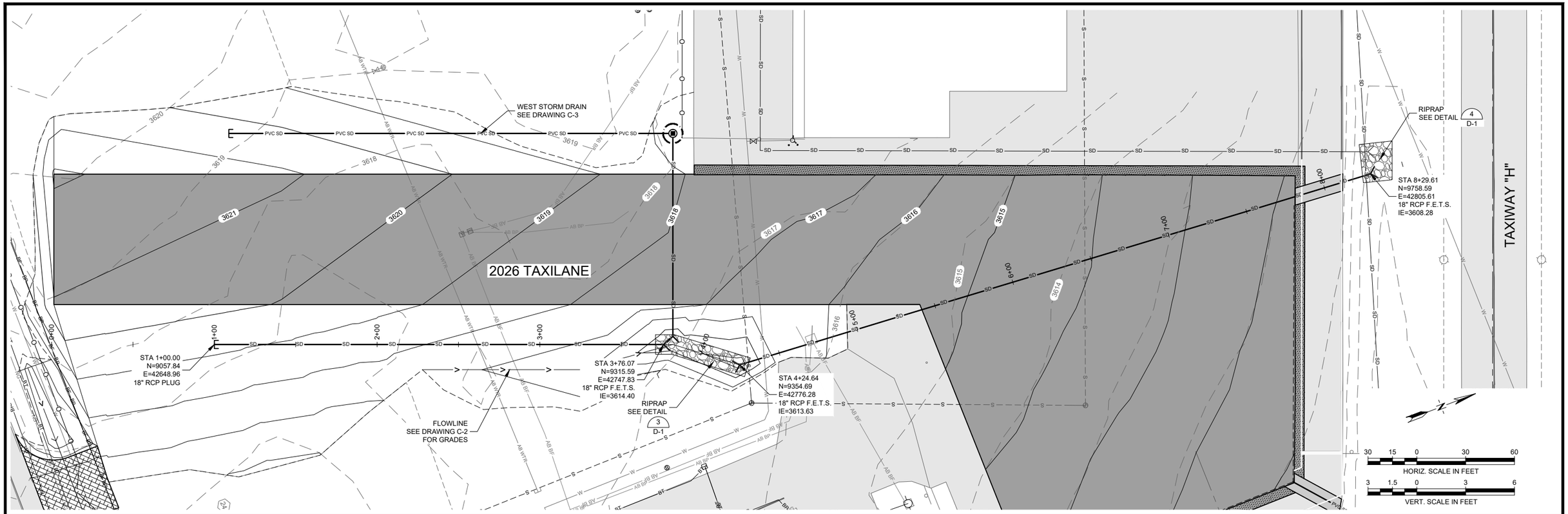
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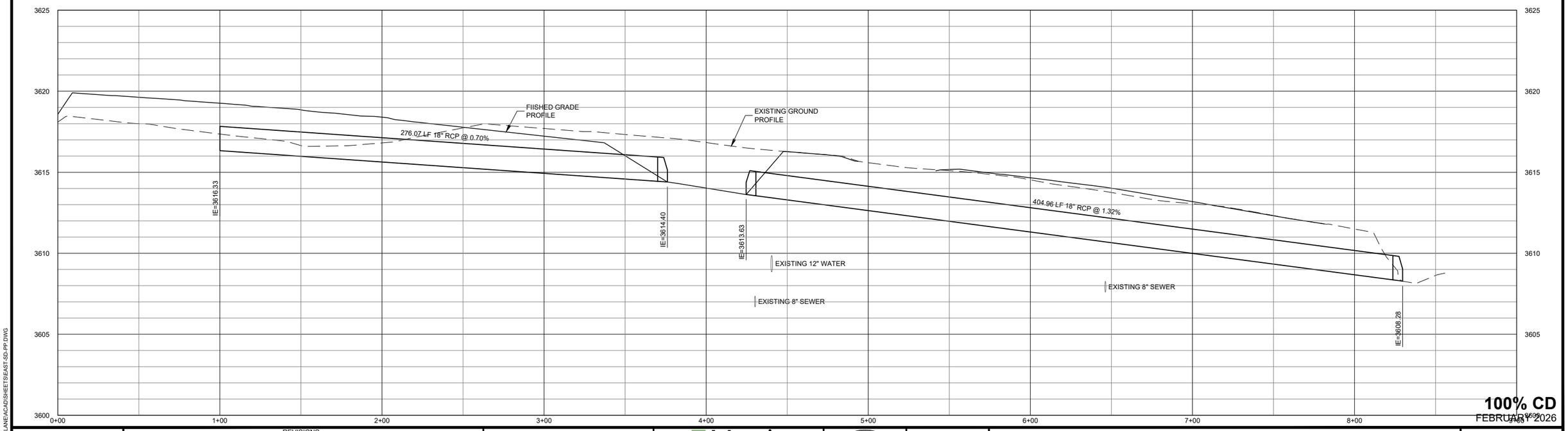
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WEST STORM DRAIN PLAN AND PROFILE

PROJECT NUMBER 2447.150.27
SHEET NUMBER 8
DRAWING NUMBER C-3





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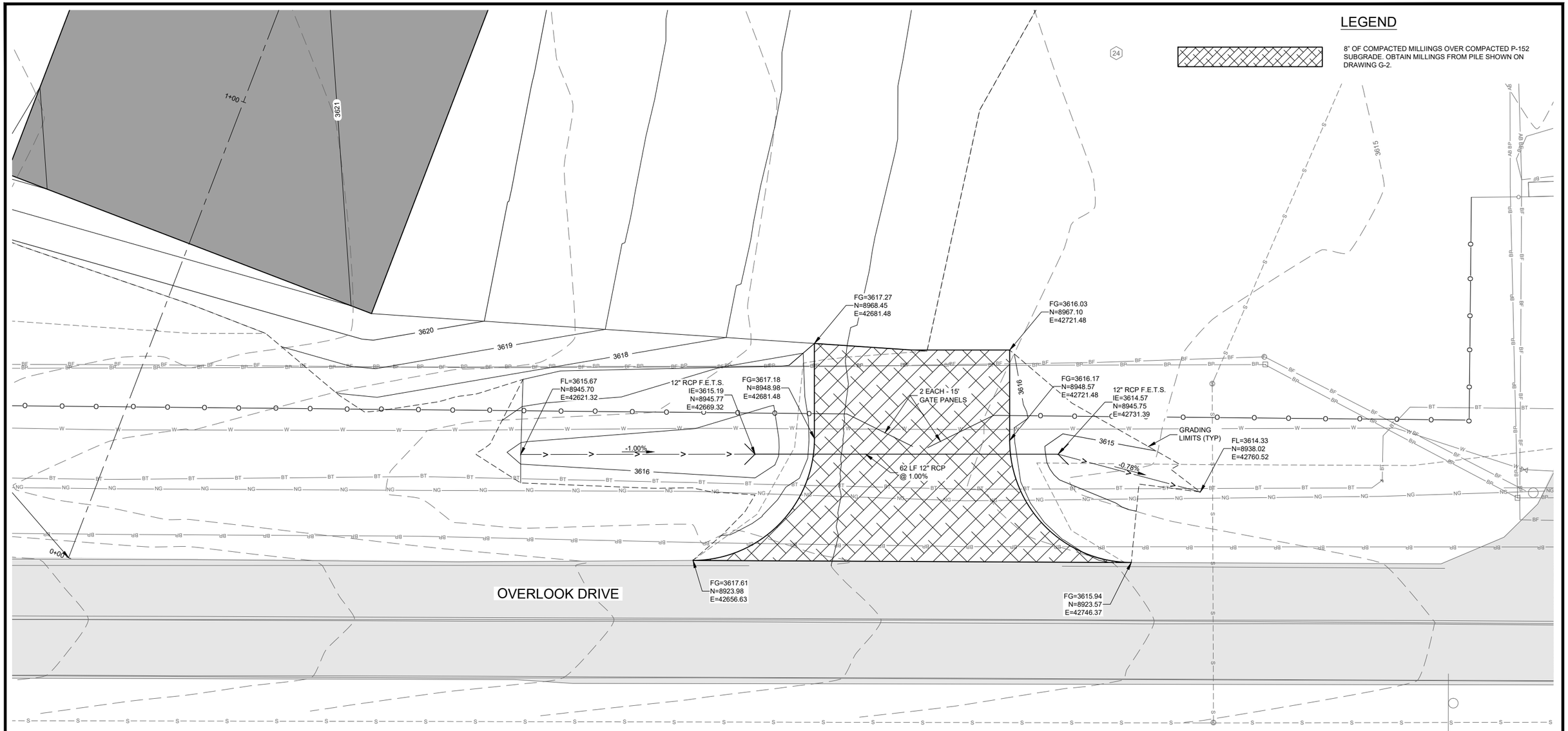
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EAST STORM DRAIN PLAN AND PROFILE

PROJECT NUMBER 2447.150.27
SHEET NUMBER 9
DRAWING NUMBER C-4

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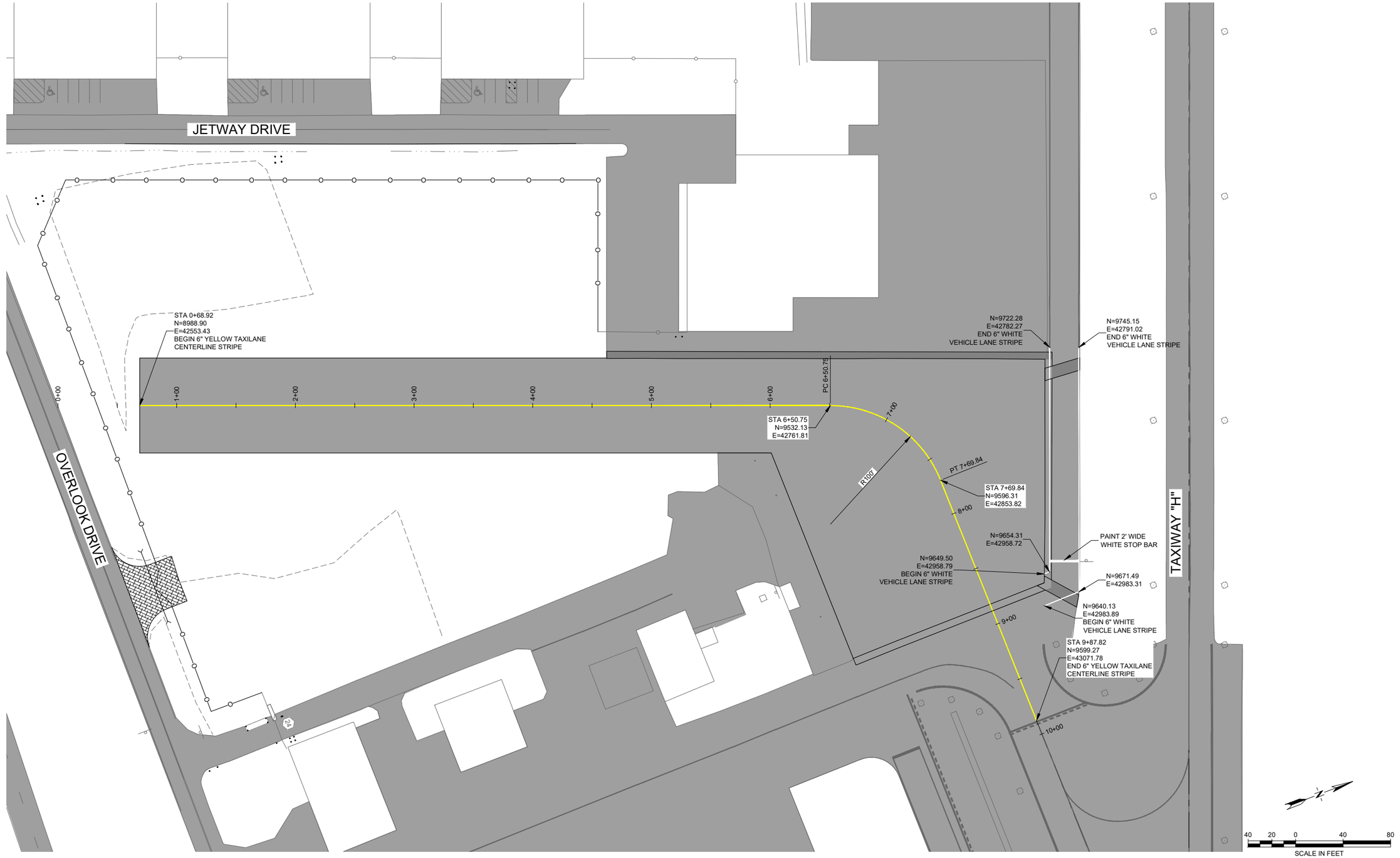
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CONSTRUCTION ACCESS GRADING PLAN

PROJECT NUMBER 2447.150.27
SHEET NUMBER 10
DRAWING NUMBER C-5

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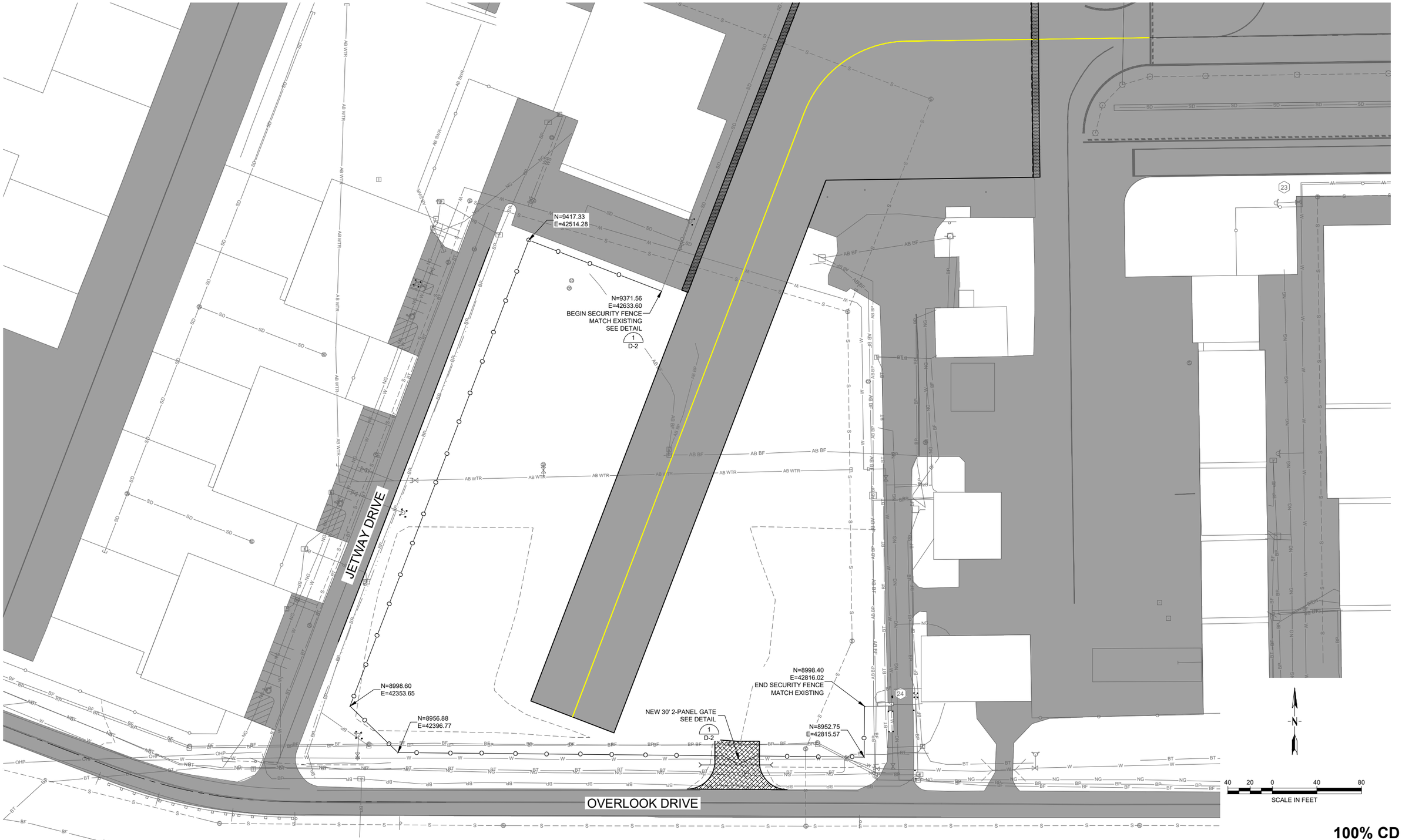
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TAXILANE PAVEMENT MARKING PLAN

PROJECT NUMBER 2447.150.27
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DRAWING NUMBER C-4



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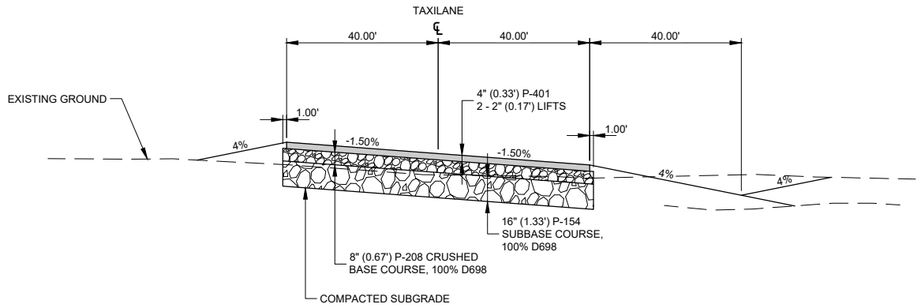
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SECURITY FENCE PLAN

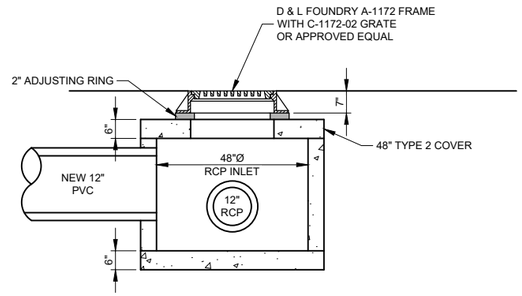
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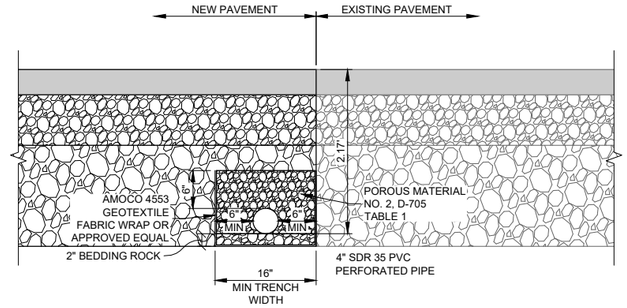
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STA 0+68.92 TO STA 4+62.27



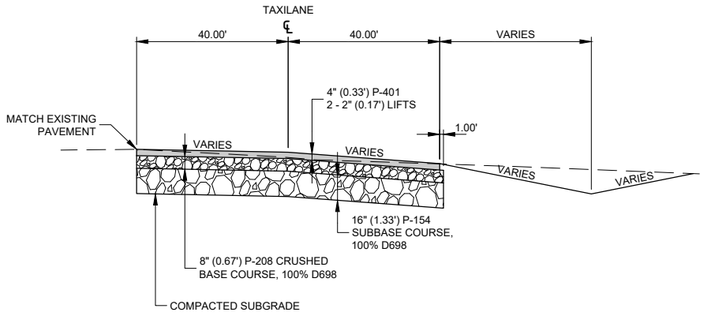
1 C-3 — 48"Ø STORM DRAIN INLET

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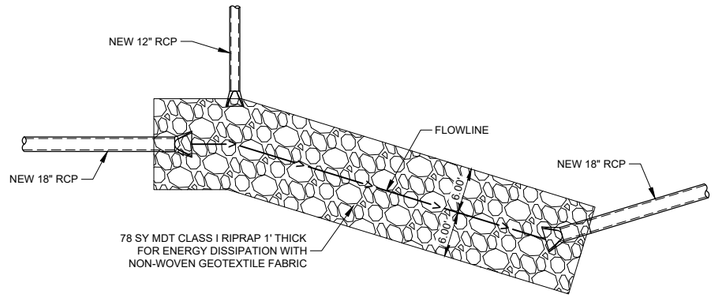
2 C-2 — EDGE DRAIN DETAIL

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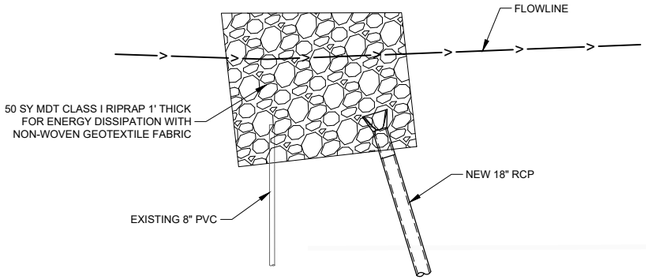
TYPICAL SECTION NO. 2

STA 4+62.27 TO STA 5+56.07



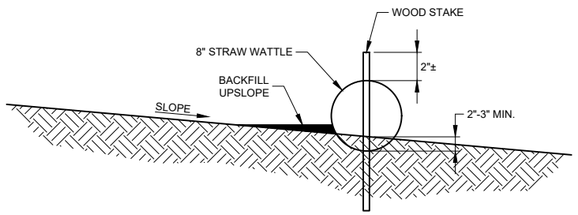
3 C-3 C-4 — RIPRAP AREA 1 DETAIL

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4 C-4 — RIPRAP AREA 2 DETAIL

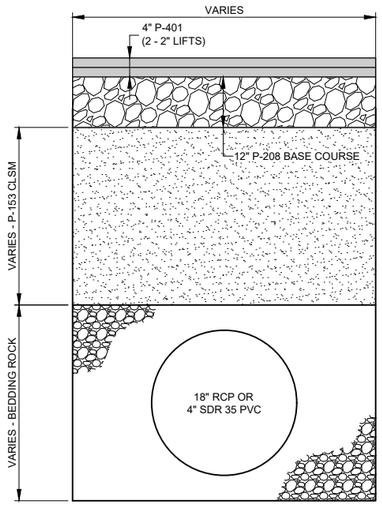
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NOTE:
PRIOR TO BEGINNING OF CONSTRUCTION AND AFTER INSTALLATION, CONTRACTOR SHALL PLACE TEMPORARY EROSION CONTROL AT ALL PIPE AND MANHOLE INLETS THAT WILL BE AFFECTED BY THE CONSTRUCTION WORK AREA. CONTRACTOR SHALL BE RESPONSIBLE TO USE BEST MANAGEMENT PRACTICE IN PLACING EROSION CONTROL AS CONSTRUCTION ACTIVITIES DICTATE. CONTRACTOR'S LAYOUT SHALL BE APPROVED BY ENGINEER.

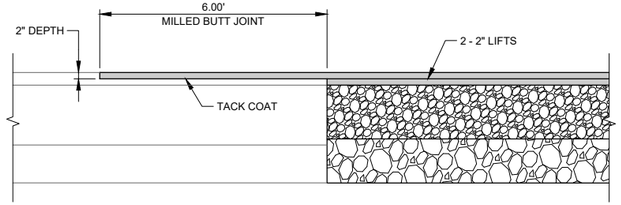
5 C-3 C-4 — STRAW WATTLE DETAIL

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6 C-4 — ASPHALT RESTORATION DETAIL

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7 C-2 — BUTT JOINT DETAIL

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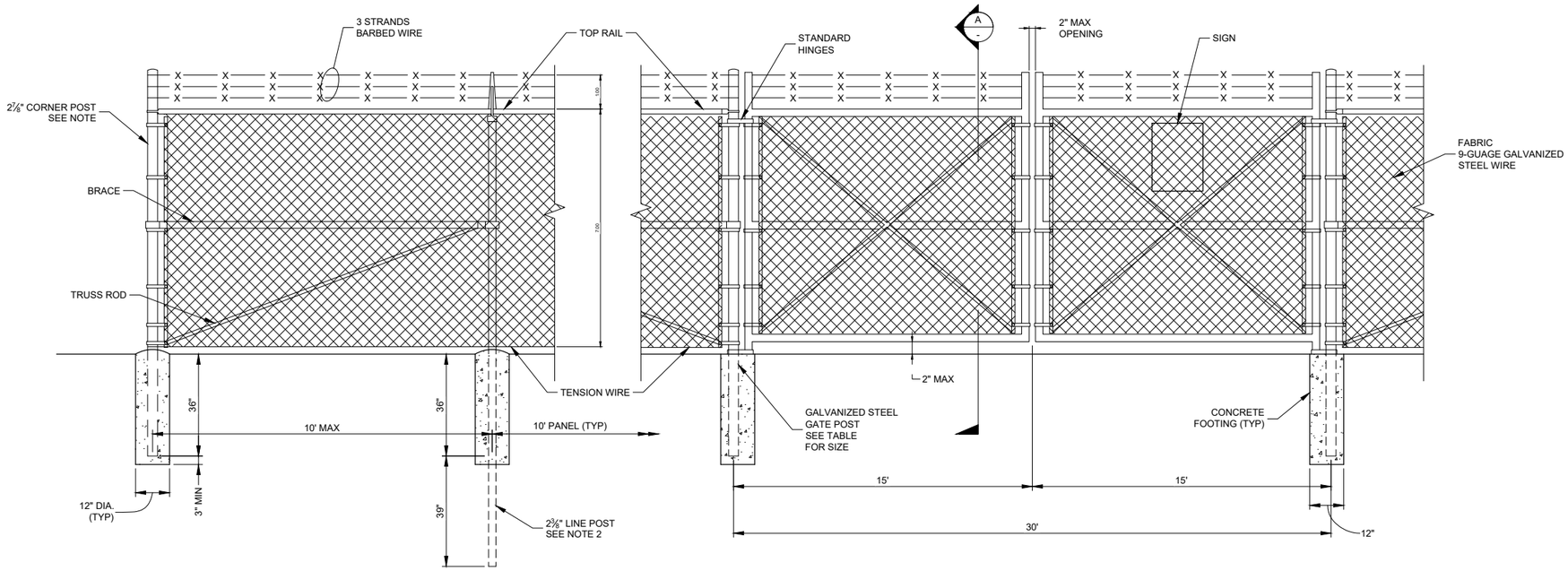
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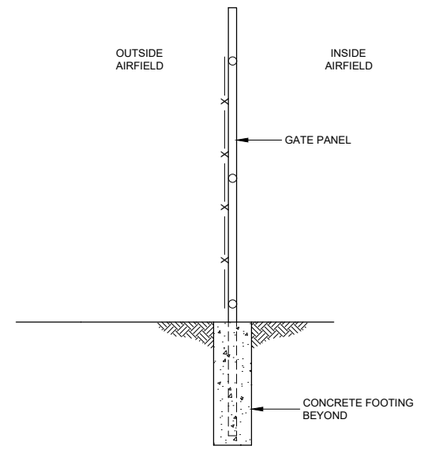
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DETAILS

PROJECT NUMBER 2447.150.27
SHEET NUMBER 13
DRAWING NUMBER D-1





SECTION A-A

GATE FABRIC TO MATCH FENCE. GATE FRAMES TO BE WELDED. BRACES FURNISHED WHERE NEEDED.

NOTES:

1. PROVIDE DOUBLE PANELS AT ALL CORNERS AND AT 300' MAXIMUM INTERVALS ON TANGENT. (TO BE USED FOR PULLING) DOUBLE PANELS SHALL BE PLACED AT END OF CURVES SHARPER THAN 5°, AND BE EVENLY SPACED BETWEEN AT ±20° CENTRAL ANGLE, 10° DEFLECTION ANGLE NOT TO EXCEED 250' CURVE.
2. AT INTERVALS NOT TO EXCEED 500', ONE POST WILL BE EXTENDED 3' INTO THE GROUND FOR LIGHTNING PROTECTION.
3. THE BOTTOM OF THE FENCE SHALL BE PLACED A UNIFORM DISTANCE ABOVE THE GROUND. THE MAXIMUM DISTANCE BETWEEN THE BOTTOM OF THE FENCE AND THE GROUND SHALL BE 2 INCHES.

GATE POST TABLE	
GATE LEAF WIDTH	POST SIZE
UP TO 6'	SPR - 2⅜"
UP TO 13'	SP5 - 4"
UP TO 18'	SP6 - 6"
UP TO 23'	SP7 - 8"

1 / C-5 CHAIN LINK FENCE AND GATE DETAIL

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FENCE DETAILS

PROJECT NUMBER 2447.150.27
SHEET NUMBER 14
DRAWING NUMBER D-2

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Taxilane Construction

Scope of Work

Construction of a new taxilane for future hangar development on Billings Logan International Airport property. The 80-foot-wide taxilane is the last area for hangar development for larger 100x100 hangars. This area has been a cell lot, construction access site, and has a lot of millings and removal to make ready for future use. An existing parking lot, security fence, trees, power, utilities will all need to be removed prior to the construction of the taxilane. A new security fence will be installed and storm drainage infrastructure in the area for future impervious pavement. The pavement section will be designed for aircraft under 60,000 pound TWY Design group III. A taxilane centerline strip will be painted following construction.

- New pavement section area is approximately 90,850 square feet.
- New security fence.
- New storm drainage to the north of the project. Stay within storm drainage ponds.
- Pavement marking on the new pavement surface.

- Construction estimate is $1,600,000.00.

Funding – The project will be funded with AIP and local share funding sources.

The 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
- Grant Application for BIL funding.

Project Design:

- Design Survey
- Geotech Investigation
- Pavement design
- Utility details
- Pavement Marking layout and details
- Specifications
- Cost estimate and bid items
- QA for plans, specifications, and quantities
- Final quantities for the bid package

Bidding:

- Prebid meeting
- Addendums – 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
- Final Inspection for Acceptance
- Record drawings
- Review of DBE, lien releases, closeout report

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: W.O. 25-23 Fiber Optic - Belknap Service Center to Stillwater Building, Bid Award
PRESENTED BY: Mac Fogelsong, City Engineer
Department: Public Works
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION
Staff recommends the City Council award a contract for W.O. 25-23 Fiber Optic - Belknap Service Center to City Hall to Millennium Electric, LLC, in the amount of $972,707.82.

EXECUTIVE SUMMARY
This project will install a dedicated fiber optic connection between the Belknap Service Center and City Hall, improving reliability, bandwidth capacity, and security for communications serving key Public Works facilities that currently rely on wireless connections. The fiber installation will also provide redundancy within the City's communications network, strengthening operational resiliency for critical infrastructure. Two bids were received, with Millennium Electric, LLC submitting the lowest responsible bid at $972,707.82. Staff recommends awarding the contract to Millennium Electric, LLC, with the approximately $120,000 budget shortfall covered using available Water and Wastewater electrical funds.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
The Fiber Optic project from the Belknap Service Center to City Hall will install a dedicated fiber backbone connection between key City facilities. This connection will become part of the City-owned network and overall communications infrastructure.

Belknap Service Center and the Water Treatment Plant are currently served by wireless communications. While functional, wireless is more susceptible to outages, bandwidth limitations, and security concerns. Installation of a dedicated fiber connection will provide significantly improved reliability, increased bandwidth capacity, and enhanced network security. Currently, Public Works experiences frequent issues with wireless communications.

The project will also create redundancy within the City's communications system, reducing operational risk and improving connectivity for critical facilities. This investment strengthens long-term infrastructure resiliency and supports continued delivery of essential City Services.

The project was advertised on February 6, 13, 20, and 27, 2026, in the Yellowstone County News and on the City's website. Staff opened bids on March 3, 2026. Two bids were received. Millenium Electric, LLC submitted the lowest responsible bid.

FISCAL EFFECTS
The following bids were received:

Contractor	Total
Millennium Electric, LLC	$972,707.82
JKL Associates, Inc.	$1,113,720.95

The project was included in the FY26 Water and Wastewater Fund budgets; however, the bid results exceed the budgeted amount by approximately $120,000. The shortfall will be covered using available Water and Wastewater electrical funds.

STAKEHOLDERS

ALTERNATIVES
City Council may:

- Award W.O. 25-23 Fiber Optic - Belknap Service Center to City Hall to Millennium Electric, LLC, in the amount of $972,707.82; or
- Not award a contract and reject all bids. If no contract is awarded, Belknap Service Center and the Water

Treatment Plant will continue to rely on wireless communications, which are more susceptible to outages, bandwidth limitations, and potential security vulnerabilities.

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: W.O. 26-03: Contract 2 City Chip Seal, Bid Award
PRESENTED BY: Mac Fogelsong, City Engineer
Department: Public Works
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 26-03 Contract 2 City Chip Seal to Hardrives Construction, Inc. in the amount of $1,896,007.60.

EXECUTIVE SUMMARY

The Contract 2 City Chip Seal project is part of the City of Billings' ongoing Street Preventative Maintenance Program, which preserves pavement and extends roadway life through treatments such as chip sealing, scrub sealing, crack sealing, and patching. The FY26 project includes chip seal work at multiple locations across the city to protect existing pavement and slow deterioration. Following a competitive bidding process, Hardrives Construction, Inc. submitted the lowest responsible bid at $1,896,007.60. Staff recommends awarding the contract to Hardrives Construction, with the project funded through FY26 Street Maintenance District II and Street/Traffic operations and maintenance funds.

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

The Contract 2 City Chip Seal project is part of the City's ongoing Street Preventative Maintenance Program, which has been in place since 1985. Each year, City staff identifies streets for preventative maintenance and pavement preservation, including pavement patching, chip seal and scrub seal resurfacing, mill and overlay resurfacing, and crack sealing. Chip sealing, scrub sealing, crack sealing, and patching are cost-effective surface treatments designed to protect and extend the life of a pavement by addressing cracking, raveling, and oxidation. These treatments reduce water intrusion and slow overall pavement deterioration.

Contract 2 City Chip Seal is the second of several street preventative maintenance projects planned in FY26. The project was bid with a base bid and three additive alternates. The attached maps show the locations of the proposed work.

The contract was advertised on February 6, 13, 20, and 27, 2026, in the *Yellowstone County News* and on the City's website. Staff opened bids on March 3, 2026. Two bids were received. Hardrives Construction, Inc. submitted the lowest responsible bid.

FISCAL EFFECTS

The following bids were received:

Contractor	Total
Hardrives Construction, Inc.	$1,896,007.60
Knife River Billings	$2,282,891.80

The project was budgeted in FY26 using Street Maintenance District II funds in the amount of $4,300,000. An additional $250,000 in Street/Traffic operations and maintenance funds was allocated to the project for multi-use trail maintenance along arterial streets. After accounting for previously obligated pavement overlay work and this contract, approximately $200,000 remains available for construction inspection and additional pavement preservation projects.

STAKEHOLDERS

ALTERNATIVES

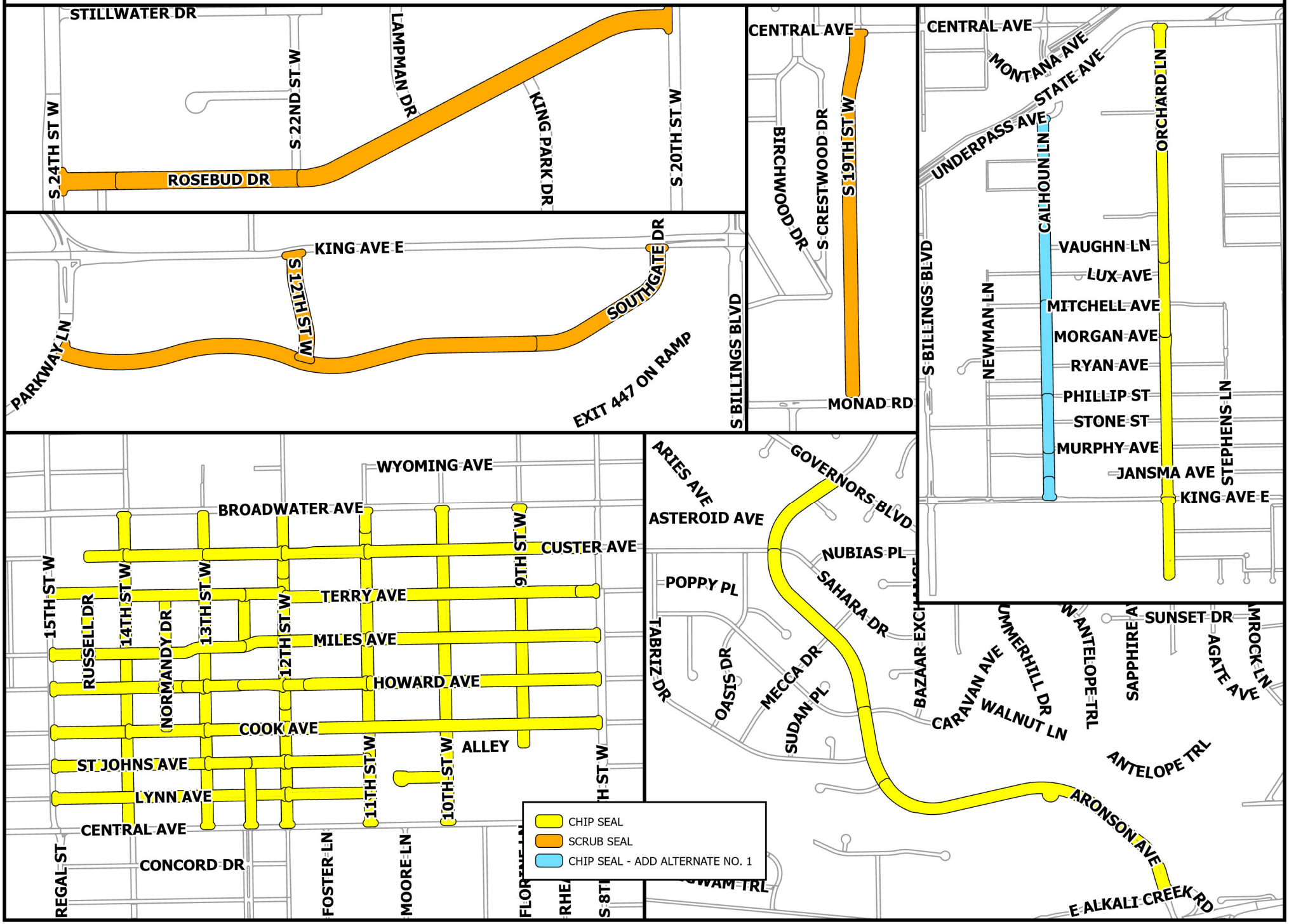
City Council may:

- Award W.O. 26-03 Contract 2 City Chip Seal, to Hardrives Construction, Inc. in the amount of $1,896,007.60; or
- Not award a contract and reject all bids. If no contract is awarded, the streets and multi-use trails identified for maintenance will continue to deteriorate, resulting in higher future costs due to deferred maintenance.

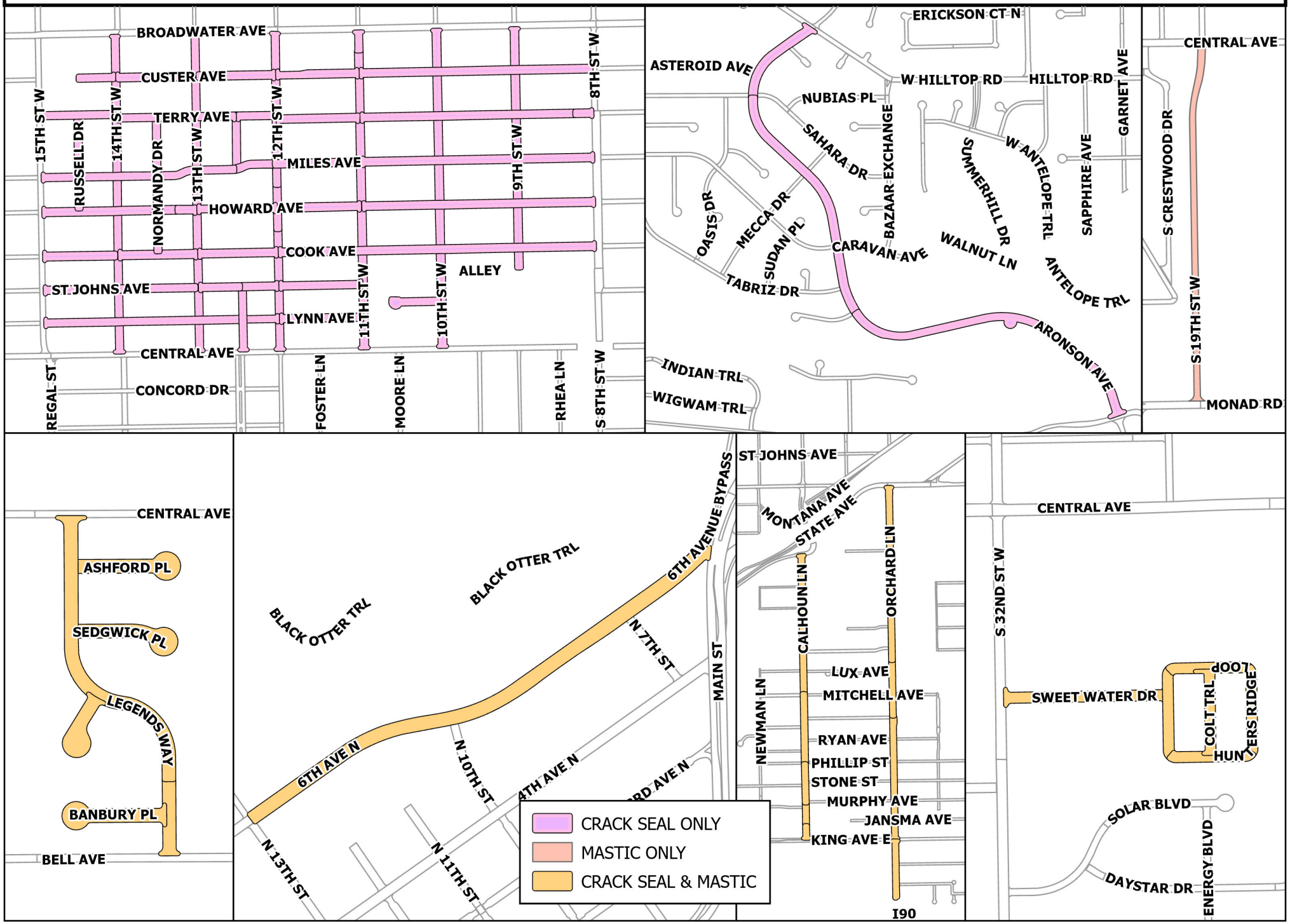
Attachments

Location of Work

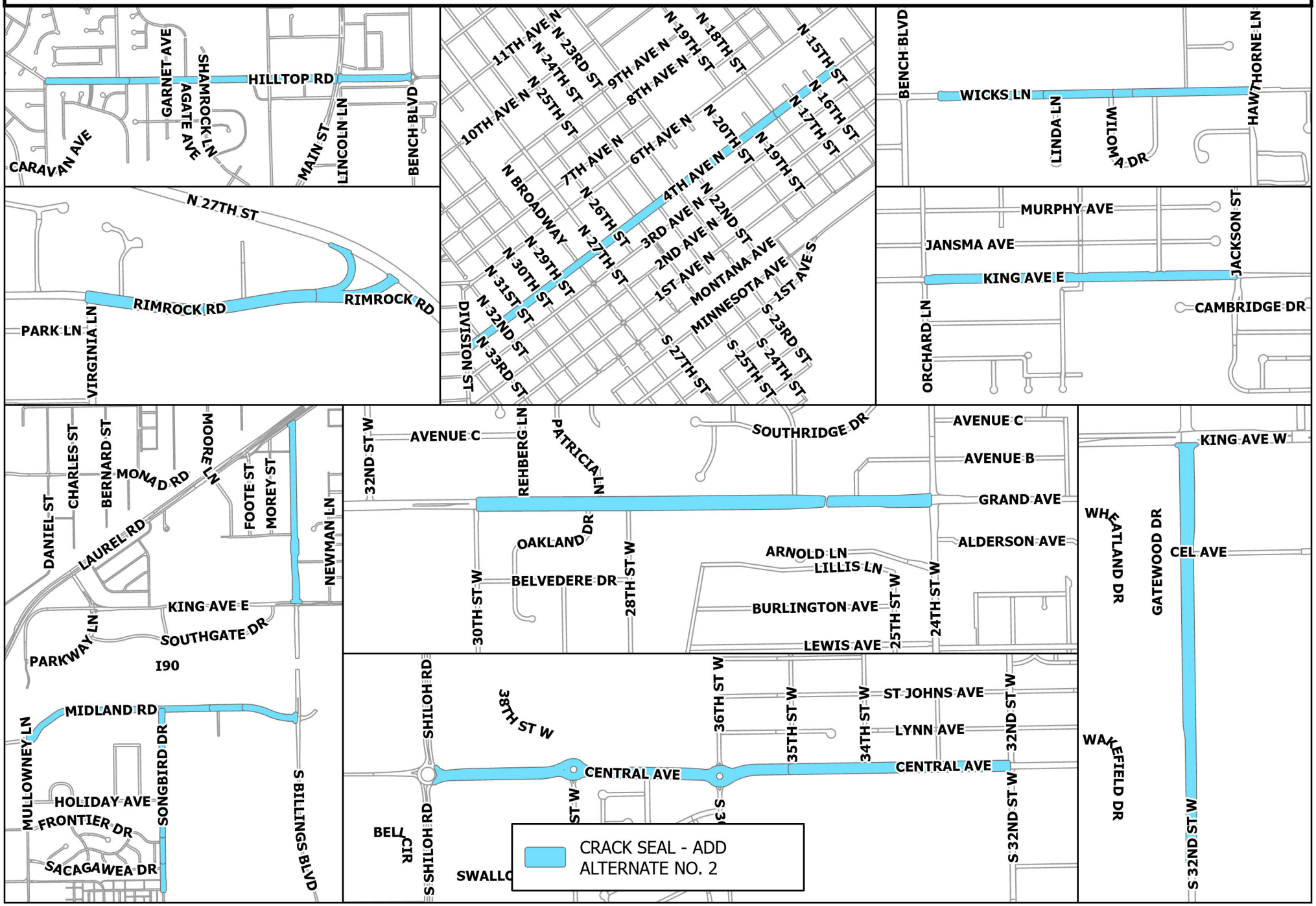
W.O. 26-03 CONTRACT NO. 2 CITY CHIP SEAL - LOCATION OF WORK



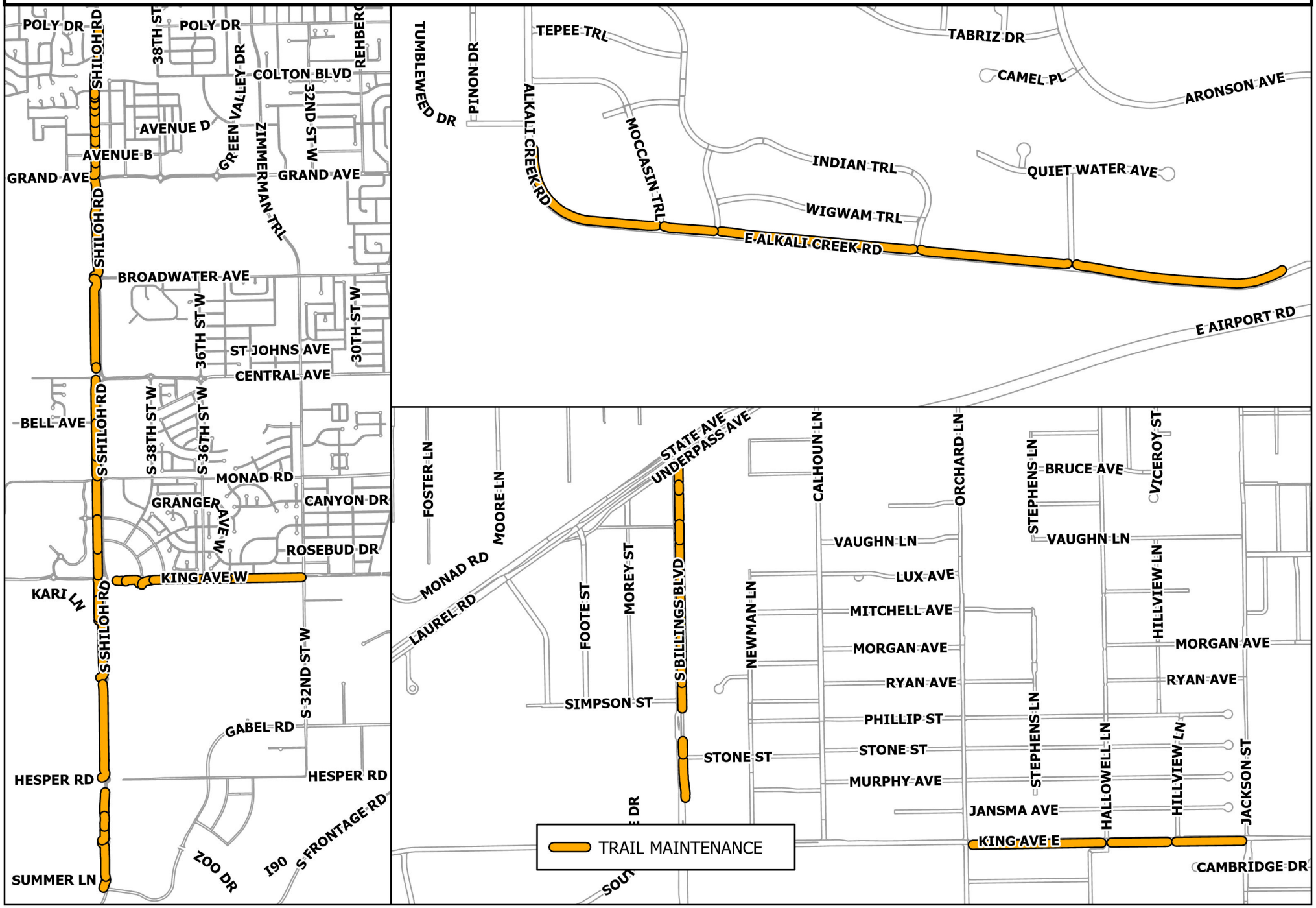
W.O. 26-03 CONTRACT NO. 2 CITY CHIP SEAL - LOCATION OF WORK



W.O. 26-03 CONTRACT NO 2 CITY CHIP SEAL - LOCATION OF WORK ADDITIVE



W.O. 26-03 CONTRACT NO. 2 CITY CHIP SEAL - LOCATION OF WORK
ADD ALTERNATE NO. 3 - TRAIL MAINTENANCE



Consent 1. B.

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: Amendment No. 34, Morrison-Maierle, Inc. Engineering Services Contract- West Shuttle Parking Lot
PRESENTED BY: Paul Khera
Department: Airport
Presentation: No
Legal Review: No
Project Number: NA

RECOMMENDATION

Staff recommends that City Council approve Amendment No. 34, Agreement for Professional Engineering Services with Morrison-Maierle, Inc., for a contract cost of $303,230.

EXECUTIVE SUMMARY

Amendment 34 allows our consultant to proceed with the design and engineering of the new airport West Shuttle Parking Lot Construction. The new parking lot will create much needed additional parking spots for the airport. The additional parking is also critical during the holiday travel spikes and will provide parking during the ultimate parking garage construction. Funding for the project will come from airport funds budgeted in the FY2027 Airport Capital Improvement Plan (CIP). Project costs will be reimbursed to the airport through parking fees.

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

During the master planning public meetings and other communications, the biggest complaint regarding Billings Airport has been inadequate parking availability. During the holiday travel spikes, demand for parking exceeds the airport's supply and the existing cell phone lot is used as a shuttle lot. This cell phone lot will be repurposed this summer to be used for a new taxilane to provide additional hangar spaces. In addition, the airport has ultimate plans to build a parking garage, which will temporarily displace more than half of the existing long-term parking spaces. The airport must plan ahead and build a shuttle parking area to cover parking space shortfalls. The shuttle vehicle and drivers are part of the Parking Contract RFP, which is advertised at this time. An Independent Fee Estimate (IFE) has been completed and found Morrison-Maierle (M-M) to be 9% lower in cost. Amendment 34 will allow our consultants to complete their design work.

FISCAL EFFECTS

The design costs are $303,230 and the airport has $1.7 million budgeted in the FY2027 CIP for construction and design of the West Shuttle Parking Lot. The project will increase parking spaces and provide revenues from parking fees to reimburse the airport's operating budget.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve Amendment 34 with Morrison-Maierle for the design of the West End Shuttle Lot in the amount of $303,230; or,
- Not approve Amendment 34 with Morrison-Maierle, and provide further direction to staff.

Attachments

Design Independent Fee Estimate
Statement of Work
Amendment 34 Contract
Shuttle lot Layout

IFE REVIEW 3.4.26

	Ardurra	Ardurra (HOURS)	MM	MM Hours	Ardurra Modifications	MM Modifications	Notes
Design	$ 108,590	668	$ 96,160	497	$ 108,590.00	$ 96,160.00	
Electrical and Low Voltage Design	$ 25,120	165	$ 51,550	220	$ 25,120.00	$ 51,550.00	If you add civil design and electrical Ardurra is at $133,710 and MM is at $147,710. We are at 10% for the total design. MM understand the complexity of the power and electrical runs, this is the cost from MM buildings group, not an estimate from a civil engineer.
Design Survey	$ 13,510	66	$ 11,500	56	$ 12,638.00	$ 11,500.00	took out expenses like room, travel, that will compare to in town firm. They do not show any survey expenses though and this will add to their fee. This is at 9% now.
Bidding	$ 15,000	92	$ 10,690	48	$ 15,000	$ 10,690	MM understands the bidding process and working with the City. This is a parking project with limited changes anticipated.
Construction Administration	$ 204,370	1122	$ 110,820	586	$ 132,166	$ 110,820	Ardurra has 900 hours for CA on this project. I don't know if this is for the electrical/camera work so they are doubling it. But at 10 hours/day, 5 days a week this is 430 hours plus admin time - 450. Updated hours for new CA estimate shown.
CA Expenses	$ 14,000		$ 2,000		$ 2,000	$ 2,000	Expenses not needed working in town. Took out room, food, and extra miles
Project Close Out	$ 11,300	74	$ 4,560	24	$ 11,300	$ 4,560	Not an FAA closeout report. Add the parking lot to the ALP and provide record drawings.
Construction Survey	$ 28,000	100	$ 15,950	39	$ 26,750	$ 15,950	Local in town surveyors with other projects at the airport. Time will be less for travel and project, also the expenses with no food, travel, lodging
Total Construction Phase	**$ 419,890**	**2287**	**$ 303,230**	**1470**	**$ 333,564**	**$ 303,230**	
					9% difference		With updated items, MM is within 10% and lower then Ardurra on the parking project.

Shuttle Lot Construction-Revised 2/6/2026

Scope of Work

Construction of a new 300 stall parking lot for overflow parking during peak season that can be expanded in the future for the parking garage construction in the long term parking lot. This will be a lot with shuttle information to get to the airport. The lot will be striped, parking lot lights for pedestrian use, and security cameras that tie to the airport security at the Terminal.

Schedule 1 will be designed for construction in fall of 2026. Preliminary design for Schedule 2 will also be done for cut/fill balance of future lot and grades and stormwater. The fiber and electrical design will be design for future expansion.

The schedule 1 parking lot is approximately 105,000 sq. ft. in an undeveloped area with significant terrain change. The parking lot will require extensive cut and fill to level the area, drainage added to keep storm water on airport property, and power and fiber installed to the west end of the airport for parking lot lights and security cameras. Inlets and storm drainage will be installed along with a post and cable fence with 2 entrance/exit gates.

- New pavement section area is approximately 105,000 sq. ft.
- New post and chain fence with gates.
- New storm drainage to keep water on airport property. Stay within storm drainage ponds.
- Pavement marking on the new pavement surface.
- New parking lot lights and security cameras.
- Construction estimate for security cameras and fiber is $260,000.00.
- Construction estimate for electrical and lighting is 10 single head light poles around the perimeter = $12k a pole, 4 double head light poles down the center. = 15k a pole, Circuiting/trenching/pole box and service connection = $40k for a total of $225K.
- Construction estimate for the civil construction is $1,100,000.00.
- **Total construction $1,600,000.00**

Funding – The project will be funded with local share funding sources.

The project is estimated at 50 calendar days for removal, excavation, pavement section, paving, electrical, low voltage, and storm drain construction.

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

- IFE
- CATEX
- Airspace

Project Design:

- Design Survey
- Geotech Investigation
- Pavement design
- Pavement Marking layout, fence layout, drainage design, and details
- Specifications
- Cost estimate and bid items
- QA for plans, specifications, and quantities

- Final quantities for the bid package

Bidding:

- Prebid meeting
- Addendums – if required
- Bid Opening
- Tabulate bids and prepare recommendations of award
- Notice of Award and Contract Documents

Project Construction Administration:

- Observation time – 75 calendar days
- Prepare Construction Payment Applications
- Weekly observation reports
- Review Shop Drawings and Submittals
- Construction Survey
- Review of all geotech reports and acceptance testing
- Final Inspection for Acceptance
- Record drawings
- Lien releases and closeout report with final numbers.

AMENDMENT NO. THIRTY-FOUR (34)

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. 25th 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-FOUR (34) for West Shuttle Parking Lot Construction.

The general scope of work is to prepare plans, specifications, provide bidding assistance and construction administration/observation to construct a new shuttle parking lot on the west 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:

Construction of a new 300-stall parking lot for overflow parking during peak season that can be expanded in the future for the parking garage construction in the long-term parking lot. This will be a lot with shuttle information to get to the airport. The lot will be striped, parking lot lights for pedestrian use, and security cameras that tie to the airport security at the Terminal.

Schedule 1 will be designed for construction in fall of 2026. Preliminary design for Schedule 2 will also be done for the cut/fill balance of the future lot and grades, and stormwater. The fiber and electrical design will be designed for future expansion.

The schedule 1 parking lot is approximately 105,000 sq. ft. in an undeveloped area with significant terrain change. The parking lot will require extensive cut and fill to level the area, drainage added to keep storm water on airport property, and power and fiber installed to the west end of the airport for parking lot lights and security cameras. Inlets and storm drainage will be installed along with a post and cable fence with 2 entrance/exit gates.

- New pavement section area is approximately 105,000 sq. ft.
- New post and chain fence with gates.
- New storm drainage to keep water on airport property. Stay within existing storm drainage ponds.
- Pavement marking on the new pavement surface.
- New parking lot lights and security cameras.

The project is estimated at 60 calendar days for removal, excavation, pavement section, paving, electrical work, low-voltage work, and storm drain construction.

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

Phase	Completion Date
Phase I – Programming and Pre-Design Activities	February 2026
Phase II – Preliminary Design Engineering	February 2026
Phase III –Final Design Engineering	March-April 2026
Phase IV – Bidding Assistance	
• Advertise	April 2026
• Bid Opening	April 2026
Phase V - Construction Phase Services	August - October 2026
Phase VI – Project Closeout Services	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 230.60 %.
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 $ 303,230 based on the following assumed distribution:

Phase	Method of Payment		Compensation
Phase I – Programming & Pre-Design Activities	**Lump Sum**		**$ 7,070**
Phase II – Preliminary Design Services	**Lump Sum**		**$ 51,810**
Phase III – Final Design Services	**Lump Sum**		**$ 100,330**
Phase IV – Assistance in the Bidding Process	Cost Plus Fixed Fee		
	Direct Labor, Payroll & Overhead	$9,296	
	Reimbursable Expenses	$0	
	Subconsultant Costs	$0	
	Estimated Total Cost	$9,296	
	Fixed Fee	$1,394	
	Total Estimated Compensation		**$ 10,690**
Phase V - Construction Phase Services	Cost Plus Fixed Fee		
	Direct Labor, Payroll & Overhead	$97,871	
	Reimbursable Expenses	$4,218	
	Subconsultant Costs	$12,000	
	Estimated Total Cost	$114,089	
	Fixed Fee	$14,681	
	Total Estimated Compensation		**$ 128,770**
Phase VI – Project Closeout Services	**Lump Sum**		**$ 4,560**
TOTAL COMPENSATION THIS TASK AMENDMENT			**$ 303,230**

Section A6 - CONSULTANTS:

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 February 1, 2026, 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-FOUR (34) on

_____.

CONSULTANT

Morrison-Maierle, Inc.

BY: Jill A. Cook

DATE: 3/4/2026

OWNER

City of Billings

BY: _____

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

Exhibit A

TABLE 1A

Amendment 34
DESIGN ENGINEERING BUDGET

Engineering Services			Total Man-hours	Labor Rate	Total
Professional Services for			*773*	*$176.61*	*$136,522*
Expenses					
Vehicle (Company)	$70				
Vehicle (Rental)	$0				
Air Travel (Commercial)	$0				
Air Travel (Charter)	$0				
Meals	$0				
Lodging	$0				
Survey Supplies	$1,500				
Survey Equipment	$600				
Printing	$40				
Full Size ALP Printing + Postage	$0				
Total Expenses	$2,210				
Professional Charges	$0	subconsultants			

Total MU Labor	*$136,522*
Total Direct Expenses	*$2,210*
Total Fixed Fee	*$20,478*
Total MU Labor & Expenses & Fixed Fee	*$159,210*
Professional Expenses	*$0*
Total Lump Sum for Design Phase	***$159,210***

TABLE 2A

Amendment 34
ENGINEERING BUDGET
CONSTRUCTION ADMINISTRATION

Engineering Services	Total Man-hours	Labor Rate	Total
Professional Services	*663*	*$167.65*	*$111,151*

Expenses		
Vehicle (Company)	$276	
Vehicle (per Hour)	$1,720	
Vehicle (Rental)	$0	
Air Travel (Commercial)	$0	
Air Travel (Charter)	$0	
Meals	$0	
Lodging	$0	
Survey Supplies	$1,000	
Survey Equipment	$1,200	
Printing	$0	
Full Size ALP Printing + Postage	$0	
Total Expenses	$4,196	
Professional Charges	$12,000	subconsultants

Total MU Labor	*$111,151*
Total Direct Expenses	*$4,196*
Total MU Labor & Expenses	*$115,347*
Fixed Fee	*$16,673*
Professional Expenses	*$12,000*
Total Cost Plus Fixed Fee for Construction Phase	***$144,020***

Exhibit B

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

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

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

Summary of Agreements for Professional Engineering Services (Cont.)					
Description			**Labor & Expenses**	**Fixed Fee**	**Total**
Amendment No. 28	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
TOTAL	**Amendment No. 28**		***$577,385***	***$73,175***	***$650,560***
Amendment No. 29	MET Transit Addition Construction Administration				
PHASE I - DESIGN		TABLE 1A			$0
PHASE II - CONSTRUCTION		TABLE 2A	*$20,000*		$20,000
TOTAL	**Amendment No. 29**		***$20,000***	***$0***	***$20,000***
Amendment No. 30	FY26 On Call				
PHASE I - DESIGN		TABLE 1A	*$24,999*		$24,999
PHASE II - CONSTRUCTION		TABLE 2A			
TOTAL	**Amendment No. 30**		***$24,999***	***$0***	***$24,999***
Amendment No. 31	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
TOTAL	**Amendment No. 31**		***$775,862***	***$2,138***	***$778,000***
Amendment No. 32	2026 Taxilane Construction				
PHASE I - DESIGN		TABLE 1A	*$115,780*	*$0*	$115,780
PHASE II - CONSTRUCTION		TABLE 2A	*$150,348*	*$19,002*	$169,350
TOTAL	**Amendment No. 32**		***$266,128***	***$19,002***	***$285,130***
Amendment No. 33	Pond E Expansion				
PHASE I - DESIGN		TABLE 1A	*$122,610*	*$0*	$122,610
PHASE II - CONSTRUCTION		TABLE 2A	*$113,772*	*$14,718*	$128,490
TOTAL	**Amendment No. 33**		***$236,382***	***$14,718***	***$251,100***
Amendment No. 34	West Shuttle Lot Construction				
PHASE I - DESIGN			*$159,210*	*$0*	$159,210
PHASE II - CONSTRUCTION			*$127,347*	*$16,673*	$144,020
TOTAL	**Amendment No. 34**		***$286,557***	***$16,673***	***$303,230***



PRELIMINARY
APRIL 2026

VERIFY SCALE!

THESE PRINTS MAY BE REDUCED. LINE BELOW MEASURES ONE INCH ON ORIGINAL DRAWING.

MODIFY SCALE ACCORDINGLY!

REVISIONS

NO.	DESCRIPTION	BY	DATE

PLOTTED BY:KENT KUEHN ON Mar/05/2026

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists

315 N. 25th Street, Suite 102
Billings, MT 59101
406.656.6000
www.m-m.net

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DRAWN BY: KDK
DSGN. BY: HEM
APPR. BY: HEM
DATE: 04/2026

Q.C. REVIEW
BY: _____
DATE: _____

BILLINGS LOGAN INTERNATIONAL AIRPORT
WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

SITE PLAN

PROJECT NUMBER
2447.150.25

SHEET NUMBER

DRAWING NUMBER

P:\2447-BIL\150.25 - SHUTTLE LOT\ACAD\EXHIBITS\SHUTTLE LOT LAYOUT.DWG

Consent 1. C.

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: Professional Engineering Services Contract for W.O. 26-25 44th St W and Broadwater Ave Storm Trunk Main
PRESENTED BY: Mac Fogelsong, City Engineer
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends City Council award a professional engineering services contract for W.O. 26-25 44th Street West and Broadwater Avenue Storm Trunk Main to Performance Engineering, Inc. in the amount of $399,900.

EXECUTIVE SUMMARY

The City of Billings plans to construct approximately 5,500 feet of stormwater trunk main along 44th Street West and Broadwater Avenue to support planned arterial roadway improvements and future development in West Billings, where existing stormwater infrastructure capacity is limited. The project will provide a primary stormwater outfall to the Shiloh Drain and ultimately, the Shiloh Conservation Area, and will also include analysis of the Shiloh Drain to improve storage capacity and hydraulic efficiency. Performance Engineering, Inc. was selected through a competitive RFP process to provide engineering design and construction administration services for $399,900, funded through the FY26 Stormwater budget. Construction of the trunk main is planned for winter 2026--2027 and is included in the FY27 Capital Improvement Program.

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

The City of Billings is planning to improve a number of arterial road corridors in West Billings in the coming years. Stormwater trunk mains are limited west of Shiloh Road, which limits the capacity to serve new roadways as well as new developments. Alternatives to improve drainage in West Billings were considered through the West Billings Stormwater Development Plan, and a preferred alignment for a trunk storm drain pipe was identified through that plan.

Work Order 26-25 will install approximately 5,500 feet of stormwater trunk main located within the undeveloped right-of-way within 44th Street West between Grand Avenue and Broadwater Avenue, and within Broadwater Avenue between 44th Street West and Shiloh Road in accordance with the West Billings Stormwater Development Plan. This trunk main will serve as the primary stormwater outfall for the expansion of Grand Avenue west of 44th Street West, future improvements to 54th Street West, and developments along those corridors. The trunk main will outfall into the Shiloh Drain, eventually draining to the Shiloh Conservation Area. The stormwater trunk main is planned to be installed during the winter of 2026-2027, ahead of the Grand Avenue and 54th Street West improvement projects. In addition to analysis and design of the trunk main, this contract includes an analysis of the Shiloh Drain to maximize storage capacity and hydraulic efficiency of the drain, as well as construction contract administration services.

Performance Engineering was selected for the project based on City staff review of five proposals submitted by prequalified firms that have experience in stormwater design using the request for proposal process (RFP). The other proposals were received from Cushing Terrell, DOWL, IMEG, and Sanbell. 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 Stormwater Funds in the amount of $400,000. There are adequate funds to award the contract. Construction of the project is included in the approved FY27 CIP in the amount of $3,500,000.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve awarding the Professional Services Contract to Performance Engineering, or
- Not approve awarding the Professional Engineering Services contract to Performance Engineering. If the project is not awarded, the storm drain trunk main will be delayed in design and installation.

Attachments

WO 26-25 Contract

WO 26-25 44th St West and Broadwater Ave Storm Trunk Main Contract for Professional Engineering Services

Project:

In consideration of the mutual promises herein, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, and **Performance Engineering, Inc.**, of 3412 Colton Boulevard, Suite 202, Billings, MT 59102, this Contract is made and entered into on _____.

This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 6 pages (Basic Services of Contractor);

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

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

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

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 9 pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

B. “Billings” means the City of Billings.

C. "Contractor" means Performance Engineering, Inc.

Section 2. Scope of Services.

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

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

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

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

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

   Digital Delivery Formats:

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

   Metadata: Additional information to be included with deliverable.

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

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

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

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

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

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

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

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

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

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

Section 3. Time for Performance.

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

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

C. This Contract shall terminate at midnight on December 31st, 2028. The parties may extend this Contract, by mutual concurrence, for one year, in writing prior to its termination.

Section 4. Compensation; Method of Payment.

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

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

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

Section 5. Termination of the Contractor's Services.

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

A. By mutual consent of the parties.

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

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

Section 6. Duties Upon Termination

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

B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.

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

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

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

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

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

Section 7. Insurance.

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

B. The Contractor shall provide the following insurance:

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

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

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

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

Section 8. Assignments.

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

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

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

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

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

Section 10. Notices.

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

Billings: City Engineer (Mac Fogelsong)
City of Billings
Public Works Department
316 North 26th Street
Billings, Montana 59101 PHONE: (406) 657-8232

Contractor: Performance Engineering
3412 Colton Boulevard
Billings, Montana 59102

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

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

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

Section 13. Financial Management System.

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

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

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

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

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

E. Allocates administrative costs to direct service delivery units;

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

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

status.

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

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

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

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

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

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

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

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

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

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

Contractor: Craig Dalton, Project Manager / Principal
(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 Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

The Contractor shall:

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

B. Not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees, expert fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.

C. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent act of both Billings and Contractor, Contractor shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees, expert fees and costs, which result from Contractor's wrongful, reckless or negligent acts occurring as a result from Contractor's performance pursuant to this Contract.

Billings shall:

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

B. Not indemnify, defend, save and hold the Contractor harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of Contractor occurring during the course of or as a result of the performance of the Contract.

C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent act of both the Contractor and Billings , Billings shall indemnify, defend, save, and hold the Contractor harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from Billings or its officers, agents or employee's wrongful, reckless or negligent acts occurring as a result from Billings' performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

CITY OF BILLINGS, MONTANA

MIKE NELSON,
MAYOR

_____

BUSINESS NAME

_____

SIGNATURE

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

_____

PRINT NAME

_____

PRINT TITLE

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

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

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

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

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

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

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

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

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

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

J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the

Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director and Principal-in-Charge designated for the Engineer is Craig Dalton.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Sarah Plath.

Section 3. Scope of Work.

Phase 100 – Preliminary Design ($157,650.00)

Task 1. General project management and coordination of work, including internal QAQC of project deliverables

Task 2. Meetings and correspondence with City of Billings staff on project-related items

Task 3. Bi-weekly coordination meetings with City of Billings to update on project status and discuss schedules

Task 4. Review of existing maps, previous studies, utility maps, and record drawings provided to PE by the City of Billings and other private utility companies

Task 5. Pre-design field site visit with City of Billings

Task 6. ROW research and preparation for field survey

Task 7. Survey control field work and placement of control throughout project corridor

Task 8. Boundary survey to define right-of-way limits

Task 9. LiDAR drone flight plan and submittal for approval to FAA

Task 10. LiDAR flight for data collection of the 44th, Broadwater, and Shiloh Drain corridors. Post-flight data processing with review of point cloud for any data gaps

Task 11. Topographic survey to supplement LiDAR flight data with utility locations and measure down information where necessary

Task 12. Utility potholing at critical crossing locations.

Task 13. Creation of corridor base map within CAD

Task 14. Geotechnical drilling and field investigation by Tetra Tech. Task includes 9 boreholes and subsequent lab testing.

Task 15. Hydrogeological study to assess dewatering requirements and impacts

Task 16. Preliminary hydrologic analysis and projections

Task 17. Preliminary road profile design through corridor to reflect future alignments and utility spacing

Task 18. Preliminary storm drain modeling and sizing

Task 19. Preliminary Shiloh Drain modeling and detention design. Analysis will include hydrology and hydraulic calculations and storm detention routing design to identify available storage capacity in the drain.

Task 20. Engineers cost estimate based on (30%) preliminary design information for the storm drain and Shiloh drain portions of the project.

Task 21. Prepare and submit concept-level design exhibits and information to City of Billings for review and comment (30%)

Task 22. Revisions to concept level design (30%) based on City of Billings comments (as required)

Task 23. Evaluate and prepare a risk assessment for proposed storm drain alignment against results of the hydrogeological study.

Task 24. Assist City with adjacent landowner negotiations as determined through alternatives analysis and review with City personnel.

Task 25. Coordination with the West End Task Force to be included on agenda. Notification to adjacent landowners for attendance to the Task Force meeting.

Task 26. Prepare preliminary facility design (70%) and Engineer's estimate of probable costs for construction

Task 27. Revisions and adjustments to preliminary design (70%) plans and specifications based on internal QAQC review and submit to City of Billings for review

<u>Phase 100 Deliverables:</u>

1. Bi-weekly project status coordination meetings
2. Conceptual layout and design (30%) plans
3. Preliminary geotechnical report
4. Hydrogeological Study
5. Risk assessment of proposed alignment
6. Easement and boundary exhibits

7. Attend one West End Task Force Meeting
8. Preliminary layout and design (70%) plans
9. Preliminary specifications
10. Preliminary engineer's estimate of probable costs

Phase 200 – Final Design ($81,250.00)

Task 1. General project management and coordination of work, including internal QAQC review of project deliverables

Task 2. Meetings and correspondence with City of Billings staff on project-related items

Task 3. Bi-weekly coordination meetings with City of Billings to update on project status and discuss schedules

Task 4. Final hydrologic and hydraulic design for storm drain infrastructure

Task 5. Final design of water quality and outlet facilities

Task 6. Final Shiloh Drain routing design and technical memo

Task 7. DEQ/USACE joint application for Shiloh outfall

Task 8. Assist City in coordination with adjacent landowners for temporary construction easements as needed.

Task 9. Completion of final design plan set and specifications for improvement work in corridor

Task 10. Completion of project manual and bid documents for bidding purposes

Task 11. Completion of engineer's estimate of probable construction costs for project

Task 12. Submittal of final project plan set, project manual, bid documents, and engineer's estimate for review and comment by City of Billings

Task 13. Make final adjustments to design, plan set, project manual, bid documents and specifications based on City of Billings comments

Task 14. Assist in preparation of bid advertisement and provide documents to prospective bidders and suppliers

Task 15. Organize and attend one pre-bid meeting

Task 16. Answer bid questions from contractors and issue bid addendums as necessary

Task 17. Attend bid opening, tabulate bids, and make recommendation to City of Billings for award

Phase 200 Deliverables:

1. Bi-weekly project status update reports
2. Final plan set in hard and electronic versions
3. Final project manual, specifications and bid documents
4. Final geotechnical report and hydrogeological assessment
5. Final engineer's estimate of probable construction costs
6. Pre-bid meeting minutes and addenda as necessary
7. Bid tabulations
8. Recommendation of Award

44 West Storm Drain Phase 300 – Construction Contract Administration ($161,000.00)

Task 1. General project management and coordination of work

Task 2. Meetings and correspondence with City of Billings staff on project-related items

Task 3. Weekly project status update correspondence to City of Billings

Task 4. Assist City with procurement of final contract agreement, verifications of insurance and bonds, and issue notice to proceed

Task 5. Schedule and conduct pre-construction conference and provide meeting minutes to all parties

Task 6. Implement and coordinate QAQC testing program for materials testing developed in the design phase. Task includes estimated material testing services during construction.

Task 7. Review contractor shop drawing submittals in conformance with the information given in the project manual and plans

Task 8. Respond to Contactor requests for information and issue necessary clarifications and interpretations of contract documents

Task 9. Recommend and prepare change orders and work change directives to City as necessary through project

Task 10. Attend weekly construction meetings during construction (Bi-weekly on-site meetings)

Task 11. Provide full-time construction observation through a Resident Project Representative (RPR) for the City throughout construction of infrastructure improvements (Assumes a 90-working day construction contract)

Task 12. Provide weekly construction progress reporting with testing results and progress photos to the City

Task 13. Review and recommend payment and contract requests to the City

Phase 300 Deliverables:

1. Final contracts
2. Notice to proceed
3. Pre-construction meeting minutes
4. Shop drawing review records
5. Pay applications and change orders as necessary
6. Weekly construction progress reports

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

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

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

1.	Phase 100 – Preliminary Design	$157,650.00
2.	Phase 200 – Final Design	$81,250.00
3.	Phase 300 – Construction Contract Administration*	$161,000.00
	Total	$399,900.00

*Construction staking, materials testing, and project closeout will be completed with a future contract amendment.

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that

the Engineer’s costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Engineer

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

A. Field and laboratory testing of materials and reports.

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

Appendix D

Schedule of Professional Fees

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

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

Section 1. Professional Services.

See attached fee schedule.

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

PERFORMANCE ENGINEERING

2026 SCHEDULE OF CHARGES

PERSONNEL	HOURLY RATE*	PERSONNEL	HOURLY RATE*
Senior Engineer 3	$240	Senior Prof. Land Surveyor 1	$185
Senior Engineer 2	$200	Prof. Land Surveyor 2	$170
Senior Engineer 1	$190	Prof. Land Surveyor 1	$160
Project Engineer 2	$175	Staff Surveyor 3	$1150
Project Engineer 1	$170	Staff Surveyor 2	$145
Staff Engineer 3	$160	Staff Surveyor 1	$125
Staff Engineer 2	$145	Senior Construction Engineer 1	$180
Staff Engineer 1	$135	Construction Engineer 2	$135
Senior Designer 1	$140	Construction Engineer 1	$125
Designer 2	$135	Technician	$90
Designer 1	$125	Two-Person Survey Crew	$290
Senior Prof. Land Surveyor 2	$195	Administrative Specialist	$95

Note: The above charges include fringe benefits, overhead, etc. No Multiplier is used for billing purposes.

EXPENSES	FEE
Subcontracts (Labor and Services)	Cost + 5%
Equipment Rental/Supply Purchases	Cost + 10%
Personal Travel Expenses	Cost + 10%
Mileage (Outside Billings Area)	85¢/mile ($25/day min.)

OFFICE	FEE
Photocopies	$0.25/page
Computer Plots (Full Size)	$3/page
Computer Plots (Half Size - 11"x 17")	$1/page
Telefax	$1/page
Expendables	Cost

SURVEYING FIELD RATE

$35/hr field rate added to standard personnel rate. Includes surveying equipment, consumable materials, and on-site mileage.

CONSTRUCTION INSPECTION FIELD RATE

$145/hr inspection field rate. Includes vehicle, equipment, software, and on-site mileage.

FIELD EQUIPMENT	FEE
Data Logger (Transducer)	$20 per day
ATV	$150 per day ($500 per week)

This schedule of charges is evaluated on a quarterly basis and is subject to change as determined by Performance Engineering.

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than April 1st, 2026, the completion date for the Engineer's work through final design shall be:

A. Final Design – August 2026 (or sooner)

B. Bidding – September 2026 (or sooner)

C. Construction Substantial Completion – June 2027 (or sooner)

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

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

PERFENG-01 BVONHAGEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/3/2026

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).

PRODUCER	CONTACT NAME: Barbara Von Hagen
Billings Office Marsh McLennan Agency LLC P.O. Box 30638 Billings, MT 59107-0638	PHONE (A/C, No, Ext): (406) 238-1951 FAX (A/C, No): E-MAIL ADDRESS: barbara.vonhagen@marshmma.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Performance Engineering LLC 3412 Colton Blvd. Suite 202 Billings, MT 59102	INSURER A : Charter Oak Fire Insurance Company	25615
	INSURER B : Travelers Property Casualty Co of Amer	25674
	INSURER C : Employers Preferred Insurance Company	10346
	INSURER D : Axon Underwriting Services LLC	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		680-1P141467-24-47	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BA-9P119977	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-1P143830-25-47	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 1,000,000 $ $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EIG292385906	10/1/2025	10/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liabili			01OH81448625	10/1/2025	10/1/2026	Each Claim/Aggregate	2,000,000

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

WO 26-25 44th Street West Storm Utility
30 Day NOC applies

CERTIFICATE HOLDER

City of Billings
PO Box 1178
Billings, MT 59103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barbara VanHaze

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTIO N II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: Purchase of Concession Equipment for Amend Recreation Courts Complex from Bargreen
PRESENTED BY: Kevin Iffland, Assistant City Administrator
Department: City Hall Administration
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends approval of the purchase of concession equipment necessary to outfit the new Amend Recreation Center (ARC) Courts Building from Bargreen Ellingson in the amount of $93,692.73.

EXECUTIVE SUMMARY

The Amend Recreation Center Courts Building includes a concession area intended to support tournaments, recreation programming, and facility users. Staff recommends purchasing the necessary commercial food service equipment from Bargreen Ellingson to outfit the concession space and allow the facility to operate as designed. The total cost of the equipment package is $93,692.73.

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

The Amend Recreation Center (ARC) Courts Building project includes a concession area intended to support tournaments, league play, and other recreation programming at the facility. In order for the concession space to operate as designed, the City must procure commercial food service equipment suitable for high-volume public use.

City staff worked with Bargreen Ellingson to develop a value-engineered equipment package that provides the equipment necessary to support typical concession operations, including refrigeration, food preparation and cooking equipment, beverage service equipment, food display equipment, shelving, and related concession service components. The equipment package also includes delivery, storage, uncrating, and placement of equipment within the facility, with final utility connections to be completed by the project contractor as part of the building construction.

The procurement will be completed using the Sourcewell cooperative purchasing program, which allows public agencies to utilize competitively solicited national contracts. Use of the Sourcewell contract satisfies Montana purchasing requirements and City purchasing policies while allowing the City to leverage nationally negotiated pricing and streamline the procurement process.

As part of the project planning process, staff reviewed budgetary pricing from several regional food service equipment vendors to better understand potential costs for the concession equipment package. Quotes received from Boelter Companies ($123,824.81), US Foods ($114,625.58), and J&V Restaurant Supply ($6,830.48 base proposal with most equipment identified as alternates) generally indicated higher overall costs or incomplete equipment packages when compared to the value-engineered equipment package obtained through the Sourcewell contract with Bargreen Ellingson in the amount of $93,692.73.

The concession area will support facility operations during events and programming and is intended to enhance the experience of participants and spectators using the recreation facility.

FISCAL EFFECTS

The total purchase price for the concession equipment package is $93,692.73.

Funding for this purchase is included within the Amend Recreation Center Courts Building project budget, and no additional appropriations are required.

STAKEHOLDERS

City of Billings Parks and Recreation Department
Recreation program participants and tournament organizers
Community members utilizing the facility

ALTERNATIVES

Approve the purchase of concession equipment from Bargreen Ellingson as recommended.

Do not approve the purchase, which would delay the ability to operate the concession area at the Amend Recreation Center Courts Building.

Attachments

Bargreen
Boelter
US Foods
J&V

BARGREEN ELLINGSON
FOODSERVICE SUPPLY & DESIGN

Quote

02/10/2026

Project:
CITY PARK AND RECREATION
EQUIPMENT ARC CONCESSIONS
VALUE ENGINEERED
Job Reference Number: 25013

From:
Mike Eckley
(406)696-2175
m.eckley@bargreen.com

At Bargreen Ellingson, we're committed to fair, transparent pricing.

A 2% surcharge applies to credit card payments. This helps prevent across-the-board price increases by offsetting processing costs, allowing us to keep pricing fair and continue investing in the quality and service you've come to expect.

Want to avoid surcharges? ACH, debit, checks, and cash payments are not affected.

All pricing is good for a period of 30 days from date of quotation and based on entering into contract within that time frame.

All pricing includes storage, delivery, un crate and set in place at your facility, that includes hanging our wall shelves, with final gas, electrical, hvac, plumbing connections by others.

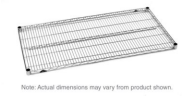
Building ingress appropriate to the size of the equipment to be provided by owner or general contractor.

Not included in this contract
Millwork
Roof top penetrations for Refrigeration lines
Cut-outs in millwork or other surfaces
Removing and/or installing owners existing equipment
Cleaning or refurbishing owners existing equipment
As-Built drawings
Plumbing-Electrical Drawings
Wall-Backing drawings
Bid Bond
Performance Bond
All available upon request

We appreciate the opportunity to be of service to you.

Item	Qty	Description	Sell	Sell Total

Item	Qty	Description	Sell	Sell Total
1	1 ea	**REACH-IN REFRIGERATOR** Atosa USA, Inc. Model No. MBF8004GRL Atosa Refrigerator, reach-in, one-section, 28-7/10"W x 31-7/10"D x 81-3/10"H, top mount self-contained refrigeration, 21.4 cu. ft. (1) locking left hinged solid door, digital temperature control, 33° to 40°F temperature range, (3) adjustable shelves, interior LED lighting, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.1 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	$2,329.88	$2,329.88
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
			ITEM TOTAL:	**$2,329.88**
3		**SPARE NO.**		
4	1 ea	**SHELVING, WALL MOUNTED** Advance Tabco Model No. WS-10-72-16 Shelf, wall-mounted, 72"W x 10"D, 1-5/8" bullnose front edge, 1-1/2"H rear up-turn, 16/304 satin finish stainless steel, NSF	$378.05	$378.05
			ITEM TOTAL:	**$378.05**
8		**SPARE NO.**		
9		**SPARE NO.**		
10		**SPARE NO.**		
11		**SPARE NO.**		
12	4 ea	**WIRE SHELVING** Centaur Model No. C2448C Packed 4 ea Centaur® Shelving C Series Shelving, wire, 48"W x 24"D, chrome plated finish, NSF	$48.00	$192.00
	4 ea	C74C Centaur® Stationary Post, 74-5/8"H, with leveling bolt & cap, chrome	$14.00	$56.00
			ITEM TOTAL:	**$248.00**
13	1 ea	**REACH-IN FREEZER** Atosa USA, Inc. Model No. MBF8502GR Atosa Freezer, reach-in, two-section, 39-1/2"W x 31-7/10"D x 83-1/10"H, bottom-mount self-contained refrigeration, 28.5 cu. ft., (2) locking hinged solid doors, digital temperature control, -8° to 0°F temperature range, (6) adjustable shelves, interior LED lighting, automatic evaporation, stainless steel interior & exterior, 4" casters, R290 Hydrocarbon refrigerant, 3/4 HP, 115v/60/1-ph, 8.6 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY	$4,111.92	$4,111.92

Item	Qty	Description	Sell	Sell Total
		STAR®		
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
			ITEM TOTAL:	**$4,111.92**
14	1 ea	**REACH-IN FREEZER**	$4,301.92	$4,301.92
		Atosa USA, Inc. Model No. MBF8503GR Atosa Freezer, reach-in, two-section, 54-2/5"W x 31-7/10"D x 83-1/10"H, bottom-mount self-contained refrigeration, 44.77 cu. ft., (2) locking hinged solid doors, digital temperature control, -8° to 0°F temperature range, (6) adjustable shelves, interior LED lighting, automatic evaporation, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 3/4 HP, 115v/60/1-ph, 8.6 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
			ITEM TOTAL:	**$4,301.92**
15	1 ea	**REACH-IN REFRIGERATOR**	$3,423.96	$3,423.96
		Atosa USA, Inc. Model No. MBF8507GR Atosa Refrigerator, reach-in, two-section, 54-2/5"W x 31-7/10"D x 83-1/10"H, bottom-mount self-contained refrigeration, 46.77 cu. ft., (2) locking hinged solid doors, digital temperature control, 33° to 40°F temperature range, (6) adjustable shelves, interior LED lighting, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 3.2 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
			ITEM TOTAL:	**$3,423.96**
17		**SPARE NO.**		
18	4 ea	**WIRE SHELVING**	$47.34	$189.36
		Metro Model No. 1448BR Quick Ship - Super Erecta® Shelf, wire, 48"W x 14"D, Brite (zinc) finish, plastic split sleeves are included in each carton, NSF		
	4 ea	SW23C Super Erecta® Wall Mounts, 14" shelf depth, End Unit, chrome plated finish (consists of (2) posts with brackets & single supports for each shelf), post-type (2) tier, post #33PDF	$199.68	$798.72
			ITEM TOTAL:	**$988.08**
19		**SPARE NO.**		
20		**SPARE NO.**		
22		**SPARE NO.**		

Item	Qty	Description	Sell	Sell Total
23	1 ea	**SHELVING, WALL MOUNTED** Advance Tabco Model No. WS-12-24-16-X Shelf, wall-mounted, 24"W x 12"D, 1-5/8" bullnose front edge, 1-1/2"H rear up-turn, 16/304 satin finish stainless steel, NSF (Special Value NET Pricing)	$277.78	$277.78
			ITEM TOTAL:	**$277.78**
24		**SPARE NO.**		
25	1 ea	**WATER FILTRATION SYSTEM, FOR ICE MACHINES** Manitowoc Model No. AR-40000-P Arctic Pure® Plus Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, 40,000 gallon capacity, 1,001-2,500 lbs./ice per day **spec something else**	$492.67	$492.67
			ITEM TOTAL:	**$492.67**
26	1 ea	**ICE MAKER, CUBE-STYLE** Manitowoc Model No. IYT1200A Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24-1/2"D x 29-1/2"H, production capacity up to 1213 lb/24 hours at 70°/50° (950 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R410A refrigerant, NSF, cULus, CE	$8,089.44	$8,089.44
	1 ea	WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard		
	1 ea	(-261) 208-230v/60/1-ph, 14.2 amps, standard		
	1 ea	IAUCS iAuCS Automatic Cleaning System, accessory for Indigo NXT Cubers iF0300 - iT1900 & QuietQube models iF600C - iF2100C, external mounting, automatically schedules and performs routine de-scaling, assembly does not include cleaner or sanitizer, NSF, cULus (NOT for use with IB models)	$597.27	$597.27
	1 ea	WARRANTY-AUCS 3 year parts & labor warranty, standard		
	1 ea	Voltage must match machine voltage		
	1 ea	WARRANTY-BIN/DISP 3 year parts & labor warranty, standard		
	1 ea	Legs, 6" adjustable stainless steel, standard		
			ITEM TOTAL:	**$8,686.71**

Item	Qty	Description	Sell	Sell Total
27	1 ea	**ICE BIN FOR ICE MACHINES** Manitowoc Model No. D570 Ice Bin, 30"W x 34"D x 50"H, with side-hinged front-opening door, side grips, 532 lbs. application capacity, AHRI certified 17.9 cu. ft., for top-mounted ice maker, Duratech exterior, NSF	$1,938.84	$1,938.84
			ITEM TOTAL:	**$1,938.84**
28	1 ea	**WORK CENTER** Eagle Group Model No. T3060EBW AdjusTable® Work Surface System, basic unit, 60"W x 30"D x 33-1/2"H, 16/304 stainless steel top/work surface, (2) adjustable chrome wire undershelves with Quad-Truss® design, chrome posts grooved in 1" increments, NSF	$915.73	$915.73
			ITEM TOTAL:	**$915.73**
29		**SPARE NO.**		
30		**SPARE NO.**		
31	1 ea	**MULTI-COOK OVEN** Alto-Shaam Model No. VMC-H3 Vector® H Series Multi-Cook Oven, electric, (3) individually controlled cooking chambers, (3) half-size sheet pan capacity, programmable touch screen controls with Structured Air Technology®, double pane glass door, interior LED cavity lighting, ventless catalytic converter, includes: (1) wire rack & (2) jet plates per cooking chamber, USB port, stainless steel construction, 4" adjustable legs, cULus, UL EPH Classified, Made in USA **ADDITIONAL 12 MONTHS WARRANTY COMES WITH THE PURCHASE FROM BARGREEN ELLINGSON AT NO ADDITIONAL COST**	$13,692.96	$13,692.96
	1 ea	NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section		
	1 ea	One year parts and labor warranty, standard		
	1 ea	12 month extended warranty to begin at the end of std. warranty & continue for 12 additional months (net)		
	1 ea	208-240v/60/1-ph, 7.9-10.3 kW, 38.0-43.0 amps, NEMA 6-50		
	1 ea	Deluxe Controls – Touch screen user interface with customizable home screen, programmable recipes, unlimited cook stages, recipe management, service diagnostics, and reporting on screen; enables access to ChefLinc™ remote oven management system to monitor ovens, view reports and push/pull recipes and oven settings via Wi-Fi or Ethernet connectivity **I WOULD ADVISE HAVING THESE CONTROLS - PRICE IS NOT IN THE TOTAL**	$2,181.56	$2,181.56
	1 ea	Wifi, standard		

Item	Qty	Description	Sell	Sell Total
	1 ea	Left-hand hinged door		
	1 ea	PN-39135 Grill Pan, 11" x 16", for Vector Series Ovens	$136.35	$136.35
	1 ea	5033865 14" Pizza Kit: 14" Pizza screen, 14" Pizza disk, 9.25" Nesting deep dish pan, 6.25" Nesting deep dish pan, Pan gripper, Pizza peel, Grill pan	$503.26	$503.26
	1 ea	Feet, 4" for VMC-H Series, standard		
	3 kt	5027119 Grease Filter Kit, for Vector H/HH models (Note: one kit required per chamber)	$186.14	$558.42
			ITEM TOTAL:	**$17,072.55**
32	1 ea	**WORKTOP FREEZER**	$6,232.90	$6,232.90
		Turbo Air Model No. TWF-48SD-D2-N Super Deluxe Worktop Freezer, two-section, 12.0 cu. ft., self-cleaning condenser equipped, (1) stainless steel door with recessed handle, (2) stainless steel drawers with recessed handles, accommodates pans up to 6" deep, capacity: (2) 1/3 size pans or (4) 1/6 size pans per drawer (NOT included), stainless steel interior & exterior, (1) stainless steel wire shelf, self-contained rear mounted refrigeration system, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 2.8 amps, NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 ea	Drawer pan support bars included, standard		
	1 st	Caster Set, swivel, locking front wheels, standard		
			ITEM TOTAL:	**$6,232.90**
33	1 ea	**COUNTERTOP PORTION STEAMER**	$2,553.60	$2,553.60
		Nemco Food Equipment Model No. 6600 Super Shot Countertop Steamer, electric, 1/2 size pan, push-button operation, on/off rocker switch, self-contained water reservoir, 30 minute preheat, powder coated top, cast aluminum well, 300-series stainless steel exterior, 120v/60/1-ph, 1800 watts, 15 amps, NEMA 5-15P, ETL		
			ITEM TOTAL:	**$2,553.60**
34	1 ea	**MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR**	$2,063.08	$2,063.08
		Atosa USA, Inc. Model No. MSF8305GR Atosa Sandwich/Salad Mega Top Refrigerator, one-section, 27-1/2"W x 34"D x 46-5/8"H, includes (12) 1/6 poly pans, rear-mounted, self-contained refrigeration, 7.2 cu. ft., (1) solid hinged self-closing door, digital temperature control, 33° to 40°F temperature range, (1) adjustable shelf, 9-1/4" poly cutting board, ventilated refrigeration, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 3" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.3		

Item	Qty	Description	Sell	Sell Total
		amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
	1 ea	1/6 size, 6" deep poly pans and dividers included		
			ITEM TOTAL:	**$2,063.08**
35	1 ea	**MICROWAVE OVEN, SHELF** BK Resources Model No. BKMWS-1824 Microwave Shelf, wall mount, 24"W x 18"D x 16-3/8"H, 18/304 stainless steel, 1-1/2" mounting back lip, 15" angle supports, solid base, mounting template included, NSF	$189.00	$189.00
			Freight: $27.86	$27.86
			ITEM TOTAL:	**$216.86**
36	1 ea	**MICROWAVE OVEN** ACP Model No. RCS10TS Amana® Commercial Microwave Oven, 1000 watts, 1.2 cu. ft. capacity, medium volume, 4-stage cooking, (5) power levels, (100) memory settings, braille touch pads, non-removable air filter, side hinged door with tempered glass, accommodates 14" plate, stainless steel interior & exterior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1550 watts (total), NEMA 5-15P, cETLus, ETL-Sanitation	$709.19	$709.19
	1 ea	Note: Sale of this product must comply with ACP's Minimum Resale Price Policy; consult order acknowledgement for details.		
	1 ea	3-year limited warranty (1 year full)		
			ITEM TOTAL:	**$709.19**
37	1 ea	**MICROWAVE OVEN, SHELF** BK Resources Model No. BKMWS-1824 Microwave Shelf, wall mount, 24"W x 18"D x 16-3/8"H, 18/304 stainless steel, 1-1/2" mounting back lip, 15" angle supports, solid base, mounting template included, NSF	$189.00	$189.00
			Freight: $27.86	$27.86
			ITEM TOTAL:	**$216.86**
38	1 ea	**MICROWAVE OVEN** ACP Model No. RCS10TS Amana® Commercial Microwave Oven, 1000 watts, 1.2 cu. ft. capacity, medium volume, 4-stage cooking, (5) power levels, (100) memory settings, braille touch pads, non-removable air filter, side hinged door with tempered glass, accommodates 14" plate, stainless steel interior & exterior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1550 watts (total), NEMA 5-15P, cETLus, ETL-Sanitation	$709.19	$709.19
	1 ea	Note: Sale of this product must comply with ACP's Minimum Resale Price Policy; consult order acknowledgement for details.		

Item	Qty	Description	Sell	Sell Total
	1 ea	3-year limited warranty (1 year full)		
			ITEM TOTAL:	**$709.19**
39	1 ea	**WORK CENTER** Eagle Group Model No. T3060EBW-1 AdjusTable® Work Surface System, with overshelf, 60"W x 30"D x 54-1/2"H, 16/304 stainless steel top/work surface, (1) adjustable 60"W x 14"D QuadTruss® chrome plated overshelf, (2) QuadTruss® adjustable chrome wire undershelves, chrome posts grooved in 1" increments, NSF **THIS ITEM WAS NOT INCLUDED IN THE SPECIFICATIONS PROVIDED BUT WAS ON THE DRAWING SO I INCLUDED THE PIECE I BELIEVE IT WAS**	$1,090.98	$1,090.98
			ITEM TOTAL:	**$1,090.98**
40		**SPARE NO.**		
41		**SPARE NO.**		
42	1 ea	**SOUP KETTLE** Vollrath Model No. 72165 Cayenne® Colonial Kettle™, 11 quart, Warmer, black merchandiser package, with 11 quart inset, cover with hinge, soup cards, soup'r clip, 15-3/4" diameter, 11-1/2"H, cast aluminum body, recessed controls, unbreakable legs, 700w, 5.8amps, 120v/60hz/1-ph, ETL, UL, NSF, Made in USA (Refer to vollrathfoodservice.com for full warranty policy)		<By Owner>
43	1 ea	**SOUP KETTLE** Vollrath Model No. 72165 Cayenne® Colonial Kettle™, 11 quart, Warmer, black merchandiser package, with 11 quart inset, cover with hinge, soup cards, soup'r clip, 15-3/4" diameter, 11-1/2"H, cast aluminum body, recessed controls, unbreakable legs, 700w, 5.8amps, 120v/60hz/1-ph, ETL, UL, NSF, Made in USA (Refer to vollrathfoodservice.com for full warranty policy)		<By Owner>
45	1 ea	**COFFEE BREWER** BUNN Model No. 35900.0010 35900.0010 BrewWISE® Dual GPR DBC® Coffee Brewer, up to 18.9 gal/hr., digital temperature control, large spray head, splashguard funnel, LCD display, programmable warmer control, wireless brewer grinder interface, stores individual coffee recipes, includes (2) GPR servers (20950.0004), UL, NSF **GPR 20950.004 COME WITH THE UNIT** 1 ea Prices include applicable tariffs 1 ea 3 years parts and labor or 30,000 pounds of coffee (whichever comes first) and on electronic circuit/control boards and 2 years parts and 1 year labor warranty	$2,994.75	$2,994.75

Item	Qty	Description	Sell	Sell Total
	1 ea	120-208V/60/1-ph, 26 amps, 5400 watts, standard		
			Freight: $249.35	$249.35
			ITEM TOTAL:	**$3,244.10**
45.1	1 ea	**WATER FILTRATION SYSTEM, FOR COFFEE BREWERS**	$183.13	$183.13
		 BUNN Model No. 56000.0024 56000.0024 System, WEQ-10(1.5)5L		
	1 ea	Prices include applicable tariffs		
			ITEM TOTAL:	**$183.13**
48	1 ea	**COUNTER FREEZER**	$4,591.61	$4,591.61
		 Turbo Air Model No. TGF-5SD-N Super Deluxe Glass Merchandiser-Counter Top Freezer, one-section, 4.26 cu. ft., self-contained, (1) triple pane heated glass door, (2) adjustable PE coated wire shelves, LED interior lighting, door lock, auto defrost, white interior, specify exterior color, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 2.3 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Black finish		
			ITEM TOTAL:	**$4,591.61**
50		**SPARE NO.**		
51	1 ea	**POPCORN POPPER**	$823.78	$823.78
		 Gold Medal Products Model No. 2085 60 Special Popcorn Machine, electric, countertop, 6 oz. kettle capacity, strip heater, heated corn deck, stainless steel kettle, tempered glass, red dome, 1220 watts, 120v/60/1-ph, NEMA 5-15P, cULus, NSF		
	1 ea	All information & pricing is subject to change without notice; contact Gold Medal Products Co. for the most up-to-date pricing and information.		
	1 ea	2 year parts & 6 months labor warranty, standard (contact factory for more information)		
			Freight: $76.62	$76.62
			ITEM TOTAL:	**$900.40**
52	2 ea	**DISPLAY CASE, REFRIGERATED BAKERY**	$12,907.37	$25,814.74

Item	Qty	Description	Sell	Sell Total
		Turbo Air Model No. TCGB-36-W(B)-N Refrigerated Bakery Display Case 36-1/2" W, 11.8 cu. ft., self-contained refrigeration with self-cleaning condenser, , curved front tempered glass, non-peel anti-rust coated paint steel exterior, sliding rear doors, (2) adjustable cantilevered wire shelves, LED interior lighting under each shelf,, stainless steel floor & air flow grille, specify exterior color, 33°F-41°F temp range, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 7.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation		
	2 ea	Note: Contact factory representative for parts & accessories discounts		
	2 ea	2 year parts & labor warranty, standard		
	2 ea	Additional 3 year compressor warranty (5 year total), standard		
	2 ea	Self-cleaning condenser device equipped, standard		
	2 ea	Black finish		
			ITEM TOTAL:	**$25,814.74**

Merchandise	$93,692.73
Installation	
Total	$93,692.73

Prices Good Until: 03/11/2026

Contract Terms:

Project Cost: See above

Payment Terms: Verification of credit application and approval by our credit department.

50% Down Payment upon signing this order/contract.
45% 1 week prior to the major installation of equipment.
Balance within fourteen (14) days of completion of installation.

The above items are being special ordered for this project and may not be returned unless agreed to under separate written contract. Under no circumstances shall custom items be returnable. Stock and buy out items which are considered for return shall be subject to a 25% minimum restocking cost plus freight charges both ways.

Equipment items being supplied conform to applicable codes as they are known. If special codes or circumstances are invoked by governing authorities, it shall be the responsibility of the project owner and the undersigned client agent to pay for any and all additional costs and fees incurred by Bargreen Ellingson, Inc. Permits if required, are not included unless specifically stated for in the item description.

It shall be understood by all parties involved that this document shall become a legal and binding purchase contract upon signing below and receipt of cash funds for the down payment specified above. Signature below by the purchaser acknowledges the acceptance of all terms and conditions as set forth in this contract.

The person signing this contract specifically represents that he/she has the authority to execute this document and its contents on behalf of the purchaser.

Thank you for choosing Bargreen Ellingson to provide your food service equipment for this project.

Approved By:_____

Printed Name: Kevin Iffland

Title: Assistant City Administrator

Date: 02/26/2026

CUSTOMER COMMITMENT: In foodservice, things don't always go as planned. When those things happen, Bargreen Ellingson is committed to making it right. Our staff is given the power to resolve your issue. If they cannot, or if you are not completely satisfied, we encourage you to call our President, David Ellingson, at (253) 234-1400. Thank you for the opportunity to serve you!

COMPROMISO CON EL CLIENTE: En el servicio de alimentos, las cosas no siempre salen según a lo planeado. Cuando eso ocurre, Bargreen Ellingson se compromete a solucionarlo. Nuestro personal tiene la autoridad para resolver su problema. Si no pueden hacerlo, o si no queda completamente satisfecho, le invitamos a llamar a nuestro Presidente, David Ellingson, al (253) 234-1400. ¡Gracias por brindarnos la oportunidad de servirle!

ENGAGEMENT CLIENT: En restauration, les choses ne se passent pas toujours comme prévu. Lorsque ces choses se produisent, Bargreen Ellingson s'engage à y remédier. Notre personnel a le pouvoir de résoudre votre problème. S'ils ne peuvent pas, ou si vous n'êtes pas entièrement satisfait, nous vous encourageons à appeler notre président, David Ellingson, au (253) 234-1400. Merci pour l'opportunité de vous servir!

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $93,692.73

Boelter
Foodservice Design, Equipment & Supply

Quote

02/10/2026

To:
City of Billings
Gavin Woltjer
390 N 23rd St
Billings, MT 59101

Project:
Amend Park Recreation Campus - Billings, MT
Amend Park
Billings, MT 59101

From:
Boelter
Shawn Hulford
12144 Lackland Rd
St. Louis, MO 63146

Job Reference Number: 185712

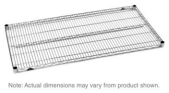
As trade policy continues to evolve, proposed tariffs could affect the cost of certain goods and materials. While the details of these tariffs are still being finalized, we are closely monitoring the situation to assess any potential impact on our pricing. Prices are subject to change as increases are passed along from manufactures and suppliers. Any price increases incurred between the time of quote and acceptance will be reflected in an updated quote or will be passed along.

Item	Qty	Description	Sell	Sell Total
1	1 ea	**REACH-IN REFRIGERATOR**	$3,936.62	$3,936.62
		Turbo Air Model No. TSR-23SD-N6(-L) Super Deluxe Refrigerator, reach-in, one-section, 19.03 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, right hinged solid door with recessed handle, LED interior lighting, (3) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, Turbo cooling, automatic fan motor delays, door pressure release device, self-cleaning condenser equipped, door locks, bottom mount compressor, R600a Hydrocarbon refrigerant, 1/8 HP, 115v/60/1-ph, 1.5 amps, (3 wire with ground), NEMA 5-15P, ETL-Sanitation, cETLus, ENERGY STAR®		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 ea	Left-hinged		
	1 st	Caster Set, swivel, locking front wheels, standard		
		KEC-ALT		
			ITEM TOTAL:	**$3,936.62**
2	1 ea	**HAND SINK**	$412.63	$412.63

Item	Qty	Description	Sell	Sell Total
		Eagle Group Model No. HSA-10-F Hand Sink, wall mount, 13-1/2" wide x 9-3/4" front-to-back x 6-3/4" deep bowl, 304 stainless steel construction, splash mount gooseneck faucet, basket drain, deep-drawn seamless design-positive drain, inverted "V" edge, NSF		
	1 ea	-LRS Left & right side splashes	$319.43	$319.43
		IN ORIGINAL CONTRACT - OMIT	**ITEM TOTAL:**	**$732.06**
3		**SPARE NO.**		
4	1 ea	**SHELVING, WALL MOUNTED**	$533.71	$533.71
		Eagle Group Model No. WS1072-16/3 Shelf, wall-mounted, 72"W x 10"D, rolled front edge, 1-1/2"H up-turn on sides & rear, includes stainless steel mounting brackets stud welded to shelf, 16/304 stainless steel construction, NSF **KEC-ALT**		
			ITEM TOTAL:	**$533.71**
5	1 ea	**THREE (3) COMPARTMENT SINK**	$2,137.47	$2,137.47
		Eagle Group Model No. 310-10-3-24 310 Series Convenience Store Sink, three compartment, 84"W x 21"D, (3) 10"W x 14"L x 9-3/4"D sink bowls, 24" drainboards on left & right, 9-1/2" backsplash with 1" upturn & tile edge, 2" euro-style edging on front & sides, 8" OC splash mount faucet holes, includes (3) basket drains, 304 stainless steel construction, galvanized legs & side crossbracing, adjustable bullet feet, NSF		
		IN ORIGINAL CONTRACT - OMIT	**ITEM TOTAL:**	**$2,137.47**
5.1	1 ea	**WALL / SPLASH MOUNT FAUCET**	$148.62	$148.62
		Fisher Model No. 13290 Faucet, backsplash mount, 8" centers, 10" swing spout, lever handles with color coded indexes, 1/2" NPT male inlets, brass, CSA, ADA Compliant		
	1 ea	4 year warranty against defects in materials or workmanship, standard		
		IN ORIGINAL CONTRACT - OMIT	**ITEM TOTAL:**	**$148.62**
6	1 ea	**MOP BROOM HOLDER**	$404.67	$404.67
		Eagle Group Model No. US0824-16/3 Utility Shelf with Mop Hanger, 24"W x 8"D, includes mop hangers & hooks for clothes, 16/304 stainless steel construction		
		IN ORIGINAL CONTRACT - OMIT	**ITEM TOTAL:**	**$404.67**
7	1 ea	**MOP SINK**	$278.15	$278.15
		Zurn Industries Model No. Z1996-24		

Item	Qty	Description	Sell	Sell Total
		Z1996-24 mop service basin is made of a molded high density composite, and includes a PVC drain body, stainless steel strainer and 3" gasketed outlet connection. High-density composite, molded mop basin designed for commercial applications Stainless steel dome strainer/lint basket, and PVC drain with adjustable caulking nut and gasket 24" x 24" x 10" [610mm x 610mm x 254mm] **IN ORIGINAL CONTRACT - OMIT** Meets ANSI Z124.6, CSA listed, and IAPMO listed under file #3561	**ITEM TOTAL:**	~~**$278.15**~~
7.1	1 ea	**SERVICE FAUCET**  Fisher Model No. 82530 Service Sink Faucet, wall mount mixing faucet with 8" adjustable centers, EZ Install adapters, 6" spout with garden hose outlet, vacuum breaker, lever handles, 1/2" inlets **IN ORIGINAL CONTRACT - OMIT**	$212.43 **ITEM TOTAL:**	~~$212.43~~ ~~**$212.43**~~
7.2	1 ea	**HOSE BIB FAUCET**  Fisher Model No. 29550 Sill Faucet, 1/2" F inlet, 3/4" hose thread, vacuum breaker, lever style handle, includes hot & cold index buttons **IN ORIGINAL CONTRACT - OMIT**	$113.62 **ITEM TOTAL:**	~~$113.62~~ ~~**$113.62**~~
7.3	1 ea	**VACUUM BREAKER ASSEMBLY**  Fisher Model No. 14540 Pressure Vacuum Breaker, 1/2" F inlet and outlet, wall-mounted, anti-spill **IN ORIGINAL CONTRACT - OMIT**	$647.58 **ITEM TOTAL:**	~~$647.58~~ ~~**$647.58**~~
8-11		**SPARE NO.**		
12	4 ea	**WIRE SHELVING**  Metro Model No. 2442BR Super Erecta® Shelf, wire, 42"W x 24"D, Brite (zinc) finish, plastic split sleeves are included in each carton, NSF	$55.99	$223.96
	4 ea	74P Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", chrome	$17.79	$71.16

Item	Qty	Description	Sell	Sell Total
		finish **KEC-ALT**		
			ITEM TOTAL:	**$295.12**
13	1 ea	**REACH-IN FREEZER**	$6,572.84	$6,572.84
		Turbo Air Model No. TSF-35SDN-N Super Deluxe Freezer, reach-in, two-section, 29.19 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) solid hinged doors with recessed handle, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, smart defrost, automatic fan motor delays, door pressure release device, LED interior lighting, self-cleaning condenser equipped, door locks, bottom mount compressor, R290 Hydrocarbon refrigerant, 2/3 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 st	Caster Set, swivel, locking front wheels, standard		
		KEC-ALT		
			ITEM TOTAL:	**$6,572.84**
14	1 ea	**REACH-IN FREEZER**	$7,303.39	$7,303.39
		Turbo Air Model No. TSF-49SD-N Super Deluxe Freezer, reach-in, two-section, 39.9 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) solid hinged doors with recessed handles, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, smart defrost, automatic fan motor delays, door pressure release device, LED interior lighting, self-cleaning condenser equipped, door locks, bottom mount compressor, R290 Hydrocarbon refrigerant, 2/3 HP, 115v/60/1-ph, 5.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 st	Caster Set, swivel, locking front wheels, standard		
		KEC-ALT		
			ITEM TOTAL:	**$7,303.39**
15	1 ea	**REACH-IN REFRIGERATOR**	$5,580.10	$5,580.10

Item	Qty	Description	Sell	Sell Total
		Turbo Air Model No. TSR-49SD-N6 Super Deluxe Refrigerator, reach-in, two-section, 42.69 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) hinged solid doors with recessed handles, LED interior lighting, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, Turbo cooling, automatic fan motor delays, door pressure release device, self-cleaning condenser equipped, door locks, bottom mount compressor, R600a Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.3 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 st	Caster Set, swivel, locking front wheels, standard		
		KEC-ALT		
			ITEM TOTAL:	**$5,580.10**
16	4 ea	**WIRE SHELVING**	$46.25	$185.00
		Metro Model No. 2436BR Super Erecta® Shelf, wire, 36"W x 24"D, Brite (zinc) finish, plastic split sleeves are included in each carton, NSF		
	4 ea	74P Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", chrome finish	$17.79	$71.16
		KEC-ALT		
		****CUT SHEET MISSING** NO CUT SHEET WAS PRESENT IN THE CUT BOOK PROVIDED TO QUOTE THIS PROJECT FOR THIS ITEM. WE HAVE MADE THE ASSUMPTION THAT THIS ITEM MATCHS ITEM #12. IF THIS ASSUMPTION IS INCORRECT ITEM WILL NEED TO BE REQUOTED.**		
			ITEM TOTAL:	**$256.16**
17		**SPARE NO.**		
18	4 ea	**WIRE SHELVING**	$39.51	$158.04
		Metro Model No. 1448BR Quick Ship - Super Erecta® Shelf, wire, 48"W x 14"D, Brite (zinc) finish, plastic split sleeves are included in each carton, NSF		
	4 ea	SW23C Super Erecta® Wall Mounts, 14" shelf depth, End Unit, chrome plated finish (consists of (2) posts with brackets & single supports for each shelf), post-type (2) tier, post #33PDF	$166.65	$666.60
		KEC-ALT		

Item	Qty	Description	Sell	Sell Total
		ITEM TOTAL:		**$824.64**
19		**OMIT WORKTOP** Custom countertop - KEC-ALT Omit Worktop Omitted on drawings and schedule No Bid		<Deleted>
20		**SPARE NO.**		
21		**OMIT WORKTOP** Custom fixture - KEC-ALT Omit Drop in/Weld in Sink Omitted on drawings and schedule No Bid		<Deleted>
22		**SODA BIB STORAGE RACK** Soda Bib Storage Rack - 1 Lot **CONFIRM IN PEPSI PACKAGE** By Owner		<By Owner>
23	1 ea	**SHELVING, WALL MOUNTED** **CONFIRM IN PEPSI PACKAGE** Eagle Group Model No. SWS1224-16/3 Snap-n-Slide® Shelf, wall-mounted, 24"W x 12"D, rolled front edge, 1-1/2"H up-turn on sides & rear, stainless steel wall brackets mount to wall studs (no wall backing required), 90 lbs. weight capacity, 16/304 stainless steel construction, NSF		<By Owner>
24		**CHILLER/CARBONATOR** Chiller/Carbonator - 1 ea By Owner		<By Owner>
25	1 ea	**WATER FILTRATION SYSTEM, FOR ICE MACHINES** Manitowoc Model No. AR-40000-P Arctic Pure® Plus Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, 40,000 gallon capacity, 1,001-2,500 lbs./ice per day **KEC-ALT**	$434.76	$434.76
		ITEM TOTAL:		**$434.76**
26	1 ea	**ICE MAKER, CUBE-STYLE** Manitowoc Model No. IYT1200A Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24-1/2"D x 29-1/2"H, production capacity up to 1213 lb/24 hours at 70°/50° (950 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one	$7,138.73	$7,138.73

Item	Qty	Description	Sell	Sell Total
		touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R410A refrigerant, NSF, cULus, CE		
	1 ea	WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard		
	1 ea	(-261) 208-230v/60/1-ph, 14.2 amps, standard		
	1 ea	IAUCS iAuCS Automatic Cleaning System, accessory for Indigo NXT Cubers iF0300 - iT1900 & QuietQube models iF600C - iF2100C, external mounting, automatically schedules and performs routine de-scaling, assembly does not include cleaner or sanitizer, NSF, cULus (NOT for use with IB models)	$527.08	$527.08
	1 ea	WARRANTY-AUCS 3 year parts & labor warranty, standard		
	1 ea	(-161) 115v/60/1-ph, 0.1 amps		
		KEC-ALT		
			ITEM TOTAL:	**$7,665.81**
27	1 ea	**ICE BIN FOR ICE MACHINES**	$1,710.98	$1,710.98
		Manitowoc Model No. D570 Ice Bin, 30"W x 34"D x 50"H, with side-hinged front-opening door, side grips, 532 lbs. application capacity, AHRI certified 17.9 cu. ft., for top-mounted ice maker, Duratech exterior, NSF		
	1 ea	WARRANTY-BIN/DISP 3 year parts & labor warranty, standard		
	1 ea	Legs, 6" adjustable stainless steel, standard		
		KEC-ALT		
			ITEM TOTAL:	**$1,710.98**
28	1 ea	**WORK CENTER**	$830.25	$830.25
		Eagle Group Model No. T3060EBW AdjusTable® Work Surface System, basic unit, 60"W x 30"D x 33-1/2"H, 16/304 stainless steel top/work surface, (2) adjustable chrome wire undershelves with Quad-Truss® design, chrome posts grooved in 1" increments, NSF		
		KEC-ALT		
			ITEM TOTAL:	**$830.25**
29-30		**SPARE NO.**		
31	1 ea	**MULTI-COOK OVEN**	$12,083.68	$12,083.68

Item	Qty	Description	Sell	Sell Total
		Alto-Shaam Model No. VMC-H3 Vector® H Series Multi-Cook Oven, electric, (3) individually controlled cooking chambers, (3) half-size sheet pan capacity, programmable touch screen controls with Structured Air Technology®, double pane glass door, interior LED cavity lighting, ventless catalytic converter, includes: (1) wire rack & (2) jet plates per cooking chamber, USB port, stainless steel construction, 4" adjustable legs, cULus, UL EPH Classified, Made in USA		
	1 ea	NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section		
	1 ea	One year parts and labor warranty, standard		
	1 ea	208-240v/60/1-ph, 7.9-10.3 kW, 38.0-43.0 amps, NEMA 6-50		
	1 ea	Simple controls, standard		
	1 ea	Left-hand hinged door		
	1 ea	PN-39135 Grill Pan, 11" x 16", for Vector Series Ovens	$120.32	$120.32
	1 ea	5033865 14" Pizza Kit: 14" Pizza screen, 14" Pizza disk, 9.25" Nesting deep dish pan, 6.25" Nesting deep dish pan, Pan gripper, Pizza peel, Grill pan	$444.11	$444.11
	1 ea	Feet, 4" for VMC-H Series, standard		
	3 kt	5027119 Grease Filter Kit, for Vector H/HH models (Note: one kit required per chamber)	$164.26	$492.78
		KEC-ALT		
			ITEM TOTAL:	**$13,140.89**
32	1 ea	**WORKTOP FREEZER**	$5,602.13	$5,602.13
		Turbo Air Model No. TWF-48SD-D2-N Super Deluxe Worktop Freezer, two-section, 12.0 cu. ft., self-cleaning condenser equipped, (1) stainless steel door with recessed handle, (2) stainless steel drawers with recessed handles, accommodates pans up to 6" deep, capacity: (2) 1/3 size pans or (4) 1/6 size pans per drawer (NOT included), stainless steel interior & exterior, (1) stainless steel wire shelf, self-contained rear mounted refrigeration system, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 2.8 amps, NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 ea	Drawer pan support bars included, standard		
	1 st	Caster Set, swivel, locking front wheels, standard		
		KEC-ALT		
			ITEM TOTAL:	**$5,602.13**
33	1 ea	**COUNTERTOP PORTION STEAMER**	$2,117.57	$2,117.57

Item	Qty	Description	Sell	Sell Total
		Nemco Food Equipment Model No. 6600 Super Shot Countertop Steamer, electric, 1/2 size pan, push-button operation, on/off rocker switch, self-contained water reservoir, 30 minute preheat, powder coated top, cast aluminum well, 300-series stainless steel exterior, 120v/60/1-ph, 1800 watts, 15 amps, NEMA 5-15P, ETL **KEC-ALT**		
			ITEM TOTAL:	**$2,117.57**
34	1 ea	**SANDWICH / SALAD PREPARATION REFRIGERATOR** Turbo Air Model No. MST-28-N M3 Series Sandwich/Salad Unit, one-section, rear mount self-contained compressor, 7.0 cu. ft., 8-pan top opening with hood, (1) field reversible swing door, (1) adjustable PE coated wire shelf, 9-1/2" deep cutting board with side rail, digital temperature control, self-cleaning condenser, cold bunker system, stainless steel top, front & sides (galvanized steel back & bottom), aluminum interior, stainless steel floor & ABS door liner, LED interior lighting & fan control, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 3.8 amps, NEMA 5-15P, cETLus, ETL-Sanitation	$2,480.93	$2,480.93
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 ea	1/6 size, 4" deep condiment pan & pan dividers included, standard		
	1 st	Caster Set, swivel, locking front wheels, standard		
		KEC-ALT		
			ITEM TOTAL:	**$2,480.93**
35	1 ea	**MICROWAVE OVEN, SHELF** Eagle Group Model No. MWS1824 Microwave Shelf, wall mount, 24"W x 18"D, marine edge on front, hole with black rubber grommet included, 18/430 stainless steel construction, NSF **KEC-ALT**	$334.35	$334.35
			ITEM TOTAL:	**$334.35**
36	1 ea	**MICROWAVE OVEN** ACP Model No. RCS10TS Amana® Commercial Microwave Oven, 1000 watts, 1.2 cu. ft. capacity, medium volume, 4-stage cooking, (5) power levels, (100) memory settings, braille touch pads, non-removable air filter, side hinged door with tempered glass, accommodates 14" plate, stainless steel interior & exterior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1550 watts (total), NEMA 5-15P, cETLus, ETL-Sanitation	$599.48	$599.48

Item	Qty	Description	Sell	Sell Total
	1 ea	Note: Sale of this product must comply with ACP's Minimum Resale Price Policy; consult order acknowledgement for details.		
	1 ea	3-year limited warranty (1 year full)		
		KEC-ALT		
			ITEM TOTAL:	**$599.48**
37	1 ea	**MICROWAVE OVEN, SHELF**	$334.35	$334.35
		Eagle Group Model No. MWS1824 Microwave Shelf, wall mount, 24"W x 18"D, marine edge on front, hole with black rubber grommet included, 18/430 stainless steel construction, NSF		
		KEC-ALT		
		****CUT SHEET MISSING** NO CUT SHEET WAS PRESENT IN THE CUT BOOK PROVIDED TO QUOTE THIS PROJECT FOR THIS ITEM. WE HAVE MADE THE ASSUMPTION THAT THIS ITEM MATCHS ITEM #35. IF THIS ASSUMPTION IS INCORRECT ITEM WILL NEED TO BE REQUOTED.**		
			ITEM TOTAL:	**$334.35**
38	1 ea	**MICROWAVE OVEN**	$599.48	$599.48
		ACP Model No. RCS10TS Amana® Commercial Microwave Oven, 1000 watts, 1.2 cu. ft. capacity, medium volume, 4-stage cooking, (5) power levels, (100) memory settings, braille touch pads, non-removable air filter, side hinged door with tempered glass, accommodates 14" plate, stainless steel interior & exterior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1550 watts (total), NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	Note: Sale of this product must comply with ACP's Minimum Resale Price Policy; consult order acknowledgement for details.		
	1 ea	3-year limited warranty (1 year full)		
		KEC-ALT		
		****CUT SHEET MISSING** NO CUT SHEET WAS PRESENT IN THE CUT BOOK PROVIDED TO QUOTE THIS PROJECT FOR THIS ITEM. WE HAVE MADE THE ASSUMPTION THAT THIS ITEM MATCHS ITEM #36. IF THIS ASSUMPTION IS INCORRECT ITEM WILL NEED TO BE REQUOTED.**		
			ITEM TOTAL:	**$599.48**
39	1 ea	**WORK CENTER**	$871.38	$871.38
		Eagle Group Model No. T3048EBW-1 AdjusTable® Work Surface System, with overshelf, 48"W x 30"D x 54-1/2"H, 16/304 stainless steel top/work surface, (1) adjustable 48"W x 14"D QuadTruss® chrome plated overshelf, (2) QuadTruss® adjustable chrome wire undershelves, chrome posts grooved in 1" increments, NSF		
		****CUT SHEET MISSING** NO CUT SHEET WAS PRESENT IN THE CUT**		

Item	Qty	Description	Sell	Sell Total
		BOOK PROVIDED TO QUOTE THIS PROJECT FOR THIS ITEM. WE HAVE MADE THE ASSUMPTION THAT THIS ITEM MATCHS ITEM #28. IF THIS ASSUMPTION IS INCORRECT ITEM WILL NEED TO BE REQUOTED.		
			ITEM TOTAL:	**$871.38**
40-41		**SPARE NO.**		
42	1 ea	**SOUP KETTLE** THESE COULD BE ADDED Vollrath Model No. 72165 Cayenne® Colonial Kettle™, 11 quart, Warmer, black merchandiser package, with 11 quart inset, cover with hinge, soup cards, soup'r clip, 15-3/4" diameter, 11-1/2"H, cast aluminum body, recessed controls, unbreakable legs, 700w, 5.8amps, 120v/60hz/1-ph, ETL, UL, NSF, Made in USA (Refer to vollrathfoodservice.com for full warranty policy)		<By Owner>
43	1 ea	**SOUP KETTLE** THESE COULD BE ADDED Vollrath Model No. 72165 Cayenne® Colonial Kettle™, 11 quart, Warmer, black merchandiser package, with 11 quart inset, cover with hinge, soup cards, soup'r clip, 15-3/4" diameter, 11-1/2"H, cast aluminum body, recessed controls, unbreakable legs, 700w, 5.8amps, 120v/60hz/1-ph, ETL, UL, NSF, Made in USA (Refer to vollrathfoodservice.com for full warranty policy)		<By Owner>
44	1 ea	**DROP-IN SINK** Eagle Group Model No. SRU14-10-5-1 Self-Rimming Drop-In Sink, one compartment, 14" wide x 10" front-to-back x 5" deep bowls, 4" OC deck mount faucet with gooseneck spout (302004), up-turn on sides & rear, includes basket drain, 20/304 stainless steel construction, NSF		<By Other>
	1 ea	Faucet hole punched on 4" centers, standard		<By Other>
		KEC-ALT In Plumbing Package Per Schedule		
45	1 ea	**COFFEE BREWER** BUNN Model No. 23001.0006 23001.0006 CWTF15-APS Airpot Coffee Brewer, automatic, brews 3.8 gallons per hour capacity, digital circuitry with timer function operated by front panel switches, hot water faucet, plastic funnel, accommodates (1) 1.9 to 3.0 liter airpots (sold separately), stainless decor, 120v/60/1-ph, 1370w, 11 amps, NEMA 5-15P	$732.84	$732.84
	1 ea	Prices include applicable tariffs		
	2 ea	32125.0000 32125.0000 Airpot, 2.5 liter (84 oz.), lever-action, stainless steel liner, ETL	$53.61	$107.22
	1 ea	35728.0001 35728.0001 UNIV-2 APR Universal Airpot Rack, (2) lower racks, displays (2) push-button or lever-action airpots (not included), sponge-lined tray, carbon-steel wire construction	$78.75	$78.75
		KEC-ALT		

Item	Qty	Description	Sell	Sell Total
		ITEM TOTAL:		**$918.81**
45.1	1 ea	**WATER FILTRATION SYSTEM, FOR COFFEE BREWERS** BUNN Model No. 56000.0024 56000.0024 System, WEQ-10(1.5)5L	$141.99	$141.99
	1 ea	Prices include applicable tariffs **KEC-ALT**		
		ITEM TOTAL:		**$141.99**
46	1 ea	**SODA ICE & BEVERAGE DISPENSER** Cornelius Model No. 621052807 Enduro 250 Ice & Post-Mix Beverage Dispenser, countertop, (8) UFB-1™ sanitary lever valves, 250 lbs. ice capacity, built-in drip tray, timed ice agitation, key switch, 10" cup clearance, TotalFlex™ beverage manifold, generic graphic, stainless steel cabinet, 115v/60/1-ph, 3.5 amps, cULus, NSF, CE		<By Owner>
	1 ea	2 year limited parts & 1 year limited labor warranty (USA), standard		<By Owner>
47	1 ea	**FROZEN DRINK MACHINE, NON-CARBONATED, BOWL TYPE** BUNN Model No. 58000.0010 58000.0000 Ultra® NX Frozen Beverage Dispenser, countertop, Pull & Hold dispense, (2) 3 gallon (11.4 liter) bowls, LED lighted hopper lids, independently controlled rotating augers, low product alert, quick defrost feature, BUNNlink compatible, R290 Hydrocarbon refrigerant, black finish, 120v/ 60/1-ph, 12 amps, cord, NEMA 5-15P, ETLus, NSF	$2,558.37	$2,558.37
	1 ea	Prices include applicable tariffs **KEC-ALT**		
		ITEM TOTAL:		**$2,558.37**
47A	1 ea	**FROZEN DRINK MACHINE, NON-CARBONATED, CYLINDER TYPE** SaniServ Model No. 791 Frozen Cocktail/Beverage Freezer, counter model, air or water-cooled, self-contained refrigeration, 2 heads, 14 qt. evaporator & refrigerated mix capacity (per side), welded steel frame, stainless steel exterior, AccuFreeze solid-state controls, mix out light, (2) 1/4 HP dashers, 1 HP comp., UL, NSF	$15,132.64	$15,132.64
	1 ea	1 year parts, 90 days labor, 5 year compressor & evaporator warranty		
	1 ea	(T) 208-230v/60/1-ph, 20 amps		
	1 ea	CTS Check-Train-Start, CTS is required to activate manufacturers warranty, representative will inspect the unit for proper installation (uncrate & set in place with electrical connections	$508.25	$508.25

IN PEPSI PACKAGE

I WOULD ASSUME ONE OF THESE CAN BE OMITTED.

Item	Qty	Description	Sell	Sell Total
		arranged by end-user prior to scheduled CTS), representative will instruct end-user on proper operating & cleaning procedures including start-up with product (product to be supplied by end-user) (NET) **KEC-ALT**		
			ITEM TOTAL:	**$15,640.89**
48	1 ea	**COUNTER FREEZER**	$4,126.94	$4,126.94
		Turbo Air Model No. TGF-5SD-N Super Deluxe Glass Merchandiser-Counter Top Freezer, one-section, 4.26 cu. ft., self-contained, (1) triple pane heated glass door, (2) adjustable PE coated wire shelves, LED interior lighting, door lock, auto defrost, white interior, specify exterior color, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 2.3 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Black finish **KEC-ALT**		
			ITEM TOTAL:	**$4,126.94**
49	1 ea	**HEATED BUTTER DISPENSER**	$615.41	$615.41
		Server Products Model No. 86540 BSW-SS, SUPREME™ BUTTER WARMER, MERCHANDISER & DISPENSER, water-bath warmer, with temperature sensing thermostat and wrap-around heating element, spout warmer (opposite instrument panel side), pump is preset for 1/4 oz. servings, with a 1 oz. max, adjustable in 1/8 oz. increments, plug within the pump prevents hot topping from splashing when dispensed (reduces back pressure), includes magnetic buttered popcorn merchandising sign and 3 qt. stainless steel jar (94009), stainless steel pump, 517 watts, 120v/60/1-ph, 4.3 amps, cord, NEMA 5-15P, CE, cULus, NSF		
	1 ea	2 Year warranty **KEC-ALT**		
			ITEM TOTAL:	**$615.41**
50		**SPARE NO.**		
51	1 ea	**POPCORN POPPER**	$685.34	$685.34
		Gold Medal Products Model No. 2085 60 Special Popcorn Machine, electric, countertop, 6 oz. kettle capacity, strip heater, heated corn deck, stainless steel kettle, tempered glass, red dome, 1220 watts, 120v/60/1-ph, NEMA 5-15P, cULus, NSF		

Item	Qty	Description	Sell	Sell Total
	1 ea	All information & pricing is subject to change without notice; contact Gold Medal Products Co. for the most up-to-date pricing and information.		
	1 ea	2 year parts & 6 months labor warranty, standard (contact factory for more information)		
		KEC-ALT		
			ITEM TOTAL:	**$685.34**
52	1 ea	**DISPLAY CASE, REFRIGERATED BAKERY**	$11,601.14	$11,601.14
		Turbo Air Model No. TCGB-36-W(B)-N Refrigerated Bakery Display Case 36-1/2" W, 11.8 cu. ft., self-contained refrigeration with self-cleaning condenser, , curved front tempered glass, non-peel anti-rust coated paint steel exterior, sliding rear doors, (2) adjustable cantilevered wire shelves, LED interior lighting under each shelf,, stainless steel floor & air flow grille, specify exterior color, 33°F-41°F temp range, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 7.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	2 year parts & labor warranty, standard		
	1 ea	Additional 3 year compressor warranty (5 year total), standard		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 ea	Black finish		
		KEC-ALT		
			ITEM TOTAL:	**$11,601.14**
53	1 ea	**DISPLAY CASE, REFRIGERATED BAKERY**	$11,601.14	$11,601.14
		Turbo Air Model No. TCGB-36-W(B)-N Refrigerated Bakery Display Case 36-1/2" W, 11.8 cu. ft., self-contained refrigeration with self-cleaning condenser, , curved front tempered glass, non-peel anti-rust coated paint steel exterior, sliding rear doors, (2) adjustable cantilevered wire shelves, LED interior lighting under each shelf,, stainless steel floor & air flow grille, specify exterior color, 33°F-41°F temp range, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 7.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	2 year parts & labor warranty, standard		
	1 ea	Additional 3 year compressor warranty (5 year total), standard		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 ea	Black finish		
		KEC-ALT		
		****CUT SHEET MISSING** NO CUT SHEET WAS PRESENT IN THE CUT BOOK PROVIDED TO QUOTE THIS PROJECT FOR THIS ITEM. WE**		

Item	Qty	Description	Sell	Sell Total
		HAVE MADE THE ASSUMPTION THAT THIS ITEM MATCHS ITEM #52. IF THIS ASSUMPTION IS INCORRECT ITEM WILL NEED TO BE REQUOTED.		
			ITEM TOTAL:	**$11,601.14**
Z501	1 ea	**FREIGHT FOR BUYOUT EQUIPMENT AND FABRICATED ITEMS** FREIGHT FREIGHT FROM FACTORIES TO CONSOLIDATING WAREHOUSE IN BILLINGS, MT.		<Included>
Z502	1 ea	**STORAGE/DELIVERY** BOELTER COMPANIES STORAGE CONSOLIDATION AND DELIVERY TO JOBSITE FROM WAREHOUSE (AC) For KEC and KEC-ALT items	$2,675.00	$2,675.00
			ITEM TOTAL:	**$2,675.00**
Z503	1 ea	**RECEIVE/INSTALL EQUIPMENT** BOELTER COMPANIES RECEIVE EQUIPMENT ON SITE, SET, LEVEL, MOUNT TO FLOORS AND WALLS (IF NEEDED). (AC) IF ANY FINAL CONNECTIONS ARE NEEDED OTHER THAN PLUGGING AND ITEM INTO AN OUTLET THESE WOULD BE BY OTHER TRADES (PLUMBING OR DIRECT ELECTRICAL CONNECTIONS) For KEC and KEC-ALT items	$3,745.00	$3,745.00
			ITEM TOTAL:	**$3,745.00**
Z504	1 ea	**TRAINING** BOELTER COMPANIES TRAINING IS INCLUDED FOR ANY ITEMS THAT THEY CUSTOMER NEEDS TRAINING ON.		<Included>
Z505	1 ea	**SCHEDULE** BOELTER COMPANIES LEAD TIMES CAN BE PROVIDED UPON ACCEPTANCE OF THIS QUOTE. NO JOB SCHEDULE WAS PROVIDED WITH THE BID DOCUMENTS.		
Z507	1 ea	**BID BOND** Custom Model No. BOND NO BID BOND INCLUDED IN THIS PRICING. DOCUMENTS DO NOT STATE IF A BID BOND IS REQUIRED. IF IT IS WE CAN PROVIDE CUSTOMER WITH THIS QUOTE.		<NIC>
Z520	1 ea	**TAX**		

Item	Qty	Description	Sell	Sell Total
		BOELTER COMPANIES 0% TAX IS INCLUDED IN THIS QUOTE. BOELTER UNDERSTANDS THAT THE TAX RATE IN MONTANA IS 0%		
Z521	1 ea	**QUOTE INFO** BOELTER COMPANIES THIS QUOTE IS GOOD FOR 30 DAYS FROM DATE ON THE QUOTE. IF QUOTE IS ACCEPTED AFTER THAT TIME BOELTER WILL VERIFY THAT PRICING IS STILL ACCURATE.		
ZZ900	1 ea	**SCOPE NOTES** Custom This is a QUOTE Proposal based on the HC.Design drawing and cutsheet book dated 12/17/2025 and provided to Boelter on 2/3/26 by Chad Schreiner with A&E = SME Design. Please note that items #16, #37, #38, #39 and #53 where not present in the cut book. Boelter has made an assumption has been made that they match similar items present in the cut sheet book that do have cut sheets. If this is an incorrect assumption please notify us and we can requote these items. Price includes receiving, storage, delivery, uncrating, set in place, leveling and sealing equipment for final utility connections provided by other trades. This price does not include any electrical connections (including control wiring), plumbing hook-ups and/or HVAC rough-ins or final connections. Each trade shall hook up equipment per all state and local codes. Boelter is not responsible for any code violations. Each trade is responsible for hook up of counters at field joint locations. This will occur where counters or equipment have been specified with single point connections and circuit breaker panels. All drain lines from equipment to floor drains to be piped by plumber. All required licenses, permits or dumpster fees are to be provided by others. If hoisting is required to receive the equipment into the building the crane will be provided by others. Final cleaning of the equipment will be by others. Our installation and equipment deliveries have been figured for Monday thru Friday normal working hours. No overtime or holiday work is included. The following jobsite conditions must be met in order for the installation to proceed in a cost effective manner minimizing job extras: - Outside grounds ready to accept deliveries - Trucks being supplied with ramps and dollies or general contractor provides an adequate plywood ramp system or loading		

Item	Qty	Description	Sell	Sell Total
		dock access - General Contractor provides adequate access to building - All equipment being delivered complete for each phase of the install - Walls and floors completed for each area - Power to each area - Electric boxes installed with wires pulled - Plumbing fully roughed in to accept equipment - Plumbers and electricians being available the day after the first day of unloading - Bar die enclosure panels completed The equipment will only be set once. Areas not ready for the equipment should be staged elsewhere. Labor required to stage the equipment on the job site will be charged as an approved extra to the above pricing. All the equipment will be left away from the wall until all trades are complete. Final set and sealing will only be done once. If a second trip is required due to lack of other trade or customer cooperation, the additional "second trip" labor will be added as an extra to the above price per prevailing rates. All gas, plumbing and electric (including all control wiring) is by others. Any hole cores for remote refrigeration line or penetrations thru wall for same by others.		**$119,150.21**

Merchandise	$121,009.57
Freight	$2,815.24
Total	$123,824.81

Please note that sales and use tax rates are subject to change by the taxing jurisdictions in which we collect tax. When this occurs we are required by law to collect from our customers at the new rates per the rules provided by the taxing jurisdiction.

LESS SLUSHY MACHINE(S): $100,950.95

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $123,824.81

Projects Quote

02/17/2026

Project:
Amend Recreation Center
24535528
715 Commerce Way 1
Billings, MT 59101

From:
US Foods - Billings
Brad Lawrence
802 Parkway Ln
Billings, MT 59101

Project Code: 1352680

Job Reference Number: 32729157

Consultant: US Foods Culinary Equipment & Supplies (Robert Kanthack)

*****CUSTOMER QUOTE*****

PLEASE NOTE: Quoted as a drop ship from vendor or 1 CES Warehouse (Shipping from multiple warehouses will negate quoted shipping), not staged.
Lift gate charges not included, unless specified on the quote.
CAN SET IN PLACE BE ADDED?

Item	Qty	Description	Sell	Sell Total
1 	1 ea	**REACH-IN REFRIGERATOR** Turbo Air Model No. TSR-23SD-N6(-L) Super Deluxe Refrigerator, reach-in, one-section, 19.03 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, right hinged solid door with recessed handle, LED interior lighting, (3) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, Turbo cooling, automatic fan motor delays, door pressure release device, self-cleaning condenser equipped, door locks, bottom mount compressor, R600a Hydrocarbon refrigerant, 1/8 HP, 115v/60/1-ph, 1.5 amps, (3 wire with ground), NEMA 5-15P, ETL-Sanitation, cETLus, ENERGY STAR® Dimensions 78.25(h) x 27(w) x 30.38(d)	$4,016.83	$4,016.83
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 ea	Must specify door hinging		
	1 st	Caster Set, swivel, locking front wheels, standard Weight: 274 lbs total		
			ITEM TOTAL:	**$4,016.83**

Initial: _____

Item	Qty	Description	Sell	Sell Total
2	1 ea	**HAND SINK** Eagle Group Model No. HSA-10-F Hand Sink, wall mount, 13-1/2" wide x 9-3/4" front-to-back x 6-3/4" deep bowl, 304 stainless steel construction, splash mount gooseneck faucet, basket drain, deep-drawn seamless design-positive drain, inverted "V" edge, NSF Dimensions 14.25(h) x 18.88(w) x 14.75(d)	$493.54	$493.54
	1 ea	-LRS Left & right side splashes	$382.05	$382.05
		Weight: 12 lbs total **IN ORIGINAL CONTRACT - OMIT**		
			ITEM TOTAL:	**$875.59**
3	1 ea	**SHELVING, WALL MOUNTED** Eagle Group Model No. WS1072-16/3 Shelf, wall-mounted, 72"W x 10"D, rolled front edge, 1-1/2"H up-turn on sides & rear, includes stainless steel mounting brackets stud welded to shelf, 16/304 stainless steel construction, NSF Dimensions 72(w) x 10(d) Weight: 22 lbs total	$638.34	$638.34
			ITEM TOTAL:	**$638.34**
4	1 ea	**THREE (3) COMPARTMENT SINK** Eagle Group Model No. 310-10-3-24 310 Series Convenience Store Sink, three compartment, 84"W x 21"D, (3) 10"W x 14"L x 9-3/4"D sink bowls, 24" drainboards on left & right, 9-1/2" backsplash with 1" upturn & tile edge, 2" euro-style edging on front & sides, 8" OC splash mount faucet holes, includes (3) basket drains, 304 stainless steel construction, galvanized legs & side crossbracing, adjustable bullet feet, NSF Dimensions 41(h) x 84(w) x 21(d) Weight: 150 lbs total **IN ORIGINAL CONTRACT - OMIT**	$2,556.55	$2,556.55
			ITEM TOTAL:	**$2,556.55**
5	1 ea	**WALL / SPLASH MOUNT FAUCET** Fisher Model No. 13290 Faucet, backsplash mount, 8" centers, 10" swing spout, lever handles with color coded indexes, 1/2" NPT male inlets, brass, CSA, ADA Compliant	$168.49	$168.49
	1 ea	4 year warranty against defects in materials or workmanship, standard		
		Weight: 5 lbs total **IN ORIGINAL CONTRACT - OMIT**		
			ITEM TOTAL:	**$168.49**

Initial: _____

Item	Qty	Description	Sell	Sell Total
6	1 ea	**MOP BROOM HOLDER** Eagle Group Model No. US0824-16/3-X Utility Shelf with Mop Hanger, 24"W x 8"D, includes mop hangers & hooks for clothes, 16/304 stainless steel construction (FLYER) Dimensions 24(w) x 8(d) Weight: 14 lbs total **IN ORIGINAL CONTRACT - OMIT**	$470.13	$470.13
			ITEM TOTAL:	**$470.13**
7	1 ea	**MOP SINK** ATS MFG Model No. MET-SEM-202010 Mop Sink, 24''W X 24''D , floor mount, 20''W x 20''D x 10'' deep bowl, includes strainer with 3-1/2" dia. openings, 18 gauge 304 stainless steel construction, NSF Dimensions 14(h) x 24(w) x 24(d)	$479.43	$479.43
	1 ea	PALLET FEE	$8.00	$8.00
		Weight: 85 lbs total **IN ORIGINAL CONTRACT - OMIT**		
			ITEM TOTAL:	**$487.43**
7.1	1 ea	**SERVICE FAUCET** Fisher Model No. 82530 Service Sink Faucet, wall mount mixing faucet with 8" adjustable centers, EZ Install adapters, 6" spout with garden hose outlet, vacuum breaker, lever handles, 1/2" inlets Weight: 7.6 lbs total **IN ORIGINAL CONTRACT - OMIT**	$240.84	$240.84
			ITEM TOTAL:	**$240.84**
7.2	1 ea	**HOSE BIB FAUCET** Fisher Model No. 29550 Sill Faucet, 1/2" F inlet, 3/4" hose thread, vacuum breaker, lever style handle, includes hot & cold index buttons Weight: 2.25 lbs total **IN ORIGINAL CONTRACT - OMIT**	$128.82	$128.82
			ITEM TOTAL:	**$128.82**
7.3	1 ea	**VACUUM BREAKER ASSEMBLY** Fisher Model No. 14540 Pressure Vacuum Breaker, 1/2" F inlet and outlet, wall-mounted, anti-spill Weight: 4 lbs total **IN ORIGINAL CONTRACT - OMIT**	$734.19	$734.19
			ITEM TOTAL:	**$734.19**

Item	Qty	Description	Sell	Sell Total
12	4 ea	**WIRE SHELVING** Metro Model No. 2442BR (6061642) Super Erecta® Shelf, wire, 42"W x 24"D, Brite (zinc) finish, plastic split sleeves are included in each carton, NSF Dimensions 42(w) x 24(d)	$57.13	$228.52
	4 ea	74P (8009839) Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", chrome finish Weight: 76 lbs total	$18.15	$72.60
			ITEM TOTAL:	**$301.12**
13	1 ea	**REACH-IN FREEZER** Turbo Air Model No. TSF-35SDN-N (1005642) Super Deluxe Freezer, reach-in, two-section, 29.19 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) solid hinged doors with recessed handle, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, smart defrost, automatic fan motor delays, door pressure release device, LED interior lighting, self-cleaning condenser equipped, door locks, bottom mount compressor, R290 Hydrocarbon refrigerant, 2/3 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® Dimensions 78.13(h) x 39.5(w) x 30.38(d)	$6,706.75	$6,706.75
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 st	Caster Set, swivel, locking front wheels, standard Weight: 378 lbs total		
			ITEM TOTAL:	**$6,706.75**

Item	Qty	Description	Sell	Sell Total
14	1 ea	**REACH-IN FREEZER**	$7,452.19	$7,452.19
		Turbo Air Model No. TSF-49SD-N (6979831) Super Deluxe Freezer, reach-in, two-section, 39.9 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) solid hinged doors with recessed handles, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, smart defrost, automatic fan motor delays, door pressure release device, LED interior lighting, self-cleaning condenser equipped, door locks, bottom mount compressor, R290 Hydrocarbon refrigerant, 2/3 HP, 115v/60/1-ph, 5.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® Dimensions 78.25(h) x 54.38(w) x 30.38(d)		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 st	Caster Set, swivel, locking front wheels, standard		
		Weight: 457 lbs total		
			ITEM TOTAL:	**$7,452.19**
15	1 ea	**REACH-IN REFRIGERATOR**	$5,693.79	$5,693.79
		Turbo Air Model No. TSR-49SD-N6 (5767241) Super Deluxe Refrigerator, reach-in, two-section, 42.69 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) hinged solid doors with recessed handles, LED interior lighting, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, Turbo cooling, automatic fan motor delays, door pressure release device, self-cleaning condenser equipped, door locks, bottom mount compressor, R600a Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.3 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® Dimensions 78.25(h) x 54.38(w) x 30.38(d)		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 st	Caster Set, swivel, locking front wheels, standard		
		Weight: 427 lbs total		
			ITEM TOTAL:	**$5,693.79**

Item	Qty	Description	Sell	Sell Total
18	4 ea	**WIRE SHELVING** Metro Model No. 1448BR Quick Ship - Super Erecta® Shelf, wire, 48"W x 14"D, Brite (zinc) finish, plastic split sleeves are included in each carton, NSF Dimensions 48(w) x 14(d)	$40.31	$161.24
	4 ea	SW23C Super Erecta® Wall Mounts, 14" shelf depth, End Unit, chrome plated finish (consists of (2) posts with brackets & single supports for each shelf), post-type (2) tier, post #33PDF Weight: 124 lbs total	$170.05	$680.20
			ITEM TOTAL:	**$841.44**
23	1 ea	**SHELVING, WALL MOUNTED** Eagle Group Model No. SWS1224-16/3-X Snap-n-Slide® Shelf, wall-mounted, 24"W x 12"D, rolled front edge, 1-1/2"H up-turn on sides & rear, stainless steel wall brackets mount to wall studs (no wall backing required), 90 lbs. weight capacity, 16/304 stainless steel construction, NSF (FLYER) Dimensions 24(w) x 12(d) Weight: 9 lbs total **CONFIRM IN PEPSI PACKAGE**	$230.90	$230.90
			ITEM TOTAL:	**$230.90**
25	1 ea	**WATER FILTRATION SYSTEM, FOR ICE MACHINES** Manitowoc Model No. AR-40000-P Arctic Pure® Plus Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, 40,000 gallon capacity, 1,001-2,500 lbs./ice per day Dimensions 19.7(h) x 4.13(w) x 4.48(d) Weight: 4 lbs total	$443.62	$443.62
			ITEM TOTAL:	**$443.62**

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Item	Qty	Description	Sell	Sell Total
26	1 ea	**ICE MAKER, CUBE-STYLE** Manitowoc Model No. IYT1200A (4970246) Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24-1/2"D x 29-1/2"H, production capacity up to 1213 lb/24 hours at 70°/50° (950 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R410A refrigerant, NSF, cULus, CE Dimensions 29.5(h) x 30(w) x 24.5(d)	$7,284.17	$7,284.17
	1 ea	WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard		
	1 ea	(-261) 208-230v/60/1-ph, 14.2 amps, standard		
	1 ea	IAUCS iAuCS Automatic Cleaning System, accessory for Indigo NXT Cubers iF0300 - iT1900 & QuietQube models iF600C - iF2100C, external mounting, automatically schedules and performs routine de-scaling, assembly does not include cleaner or sanitizer, NSF, cULus (NOT for use with IB models)	$537.82	$537.82
	1 ea	WARRANTY-AUCS 3 year parts & labor warranty, standard		
	1 ea	Voltage must match machine voltage		
		Weight: 252 lbs total		
			ITEM TOTAL:	**$7,821.99**
27	1 ea	**ICE BIN FOR ICE MACHINES** Manitowoc Model No. D570 (5535221) Ice Bin, 30"W x 34"D x 50"H, with side-hinged front-opening door, side grips, 532 lbs. application capacity, AHRI certified 17.9 cu. ft., for top-mounted ice maker, Duratech exterior, NSF Dimensions 50(h) x 30(w) x 34(d)	$1,745.84	$1,745.84
	1 ea	WARRANTY-BIN/DISP 3 year parts & labor warranty, standard		
	1 ea	Legs, 6" adjustable stainless steel, standard		
		Weight: 115 lbs total		
			ITEM TOTAL:	**$1,745.84**

Initial: _____

Item	Qty	Description	Sell	Sell Total
28	1 ea	**WORK CENTER** Eagle Group Model No. T3060EBW AdjusTable® Work Surface System, basic unit, 60"W x 30"D x 33-1/2"H, 16/304 stainless steel top/work surface, (2) adjustable chrome wire undershelves with Quad-Truss® design, chrome posts grooved in 1" increments, NSF Dimensions 33.5(h) x 60(w) x 30(d) Weight: 87 lbs total	$993.02	$993.02
			ITEM TOTAL:	**$993.02**
31	1 ea	**MULTI-COOK OVEN** Alto-Shaam Model No. VMC-H3 Vector® H Series Multi-Cook Oven, electric, (3) individually controlled cooking chambers, (3) half-size sheet pan capacity, programmable touch screen controls with Structured Air Technology®, double pane glass door, interior LED cavity lighting, ventless catalytic converter, includes: (1) wire rack & (2) jet plates per cooking chamber, USB port, stainless steel construction, 4" adjustable legs, cULus, UL EPH Classified, Made in USA Dimensions 36.63(h) x 21.5(w) x 37.5(d)	$12,978.82	$12,978.82
	1 ea	NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section		
	1 ea	One year parts and labor warranty, standard		
	1 ea	208-240v/60/1-ph, 7.9-10.3 kW, 38.0-43.0 amps, NEMA 6-50		
	1 ea	Simple controls, standard		
	1 ea	Left-hand hinged door		
	1 ea	PN-39135 Grill Pan, 11" x 16", for Vector Series Ovens	$129.24	$129.24
	1 ea	5033865 14" Pizza Kit: 14" Pizza screen, 14" Pizza disk, 9.25" Nesting deep dish pan, 6.25" Nesting deep dish pan, Pan gripper, Pizza peel, Grill pan	$477.01	$477.01
	1 ea	Feet, 4" for VMC-H Series, standard		
	3 kt	5027119 Grease Filter Kit, for Vector H/HH models (Note: one kit required per chamber) Weight: 375 lbs total	$176.43	$529.29
			ITEM TOTAL:	**$14,114.36**

Item	Qty	Description	Sell	Sell Total
32	1 ea	**WORKTOP FREEZER**	$5,716.27	$5,716.27
		Turbo Air Model No. TWF-48SD-D2-N (7959088) Super Deluxe Worktop Freezer, two-section, 12.0 cu. ft., self-cleaning condenser equipped, (1) stainless steel door with recessed handle, (2) stainless steel drawers with recessed handles, accommodates pans up to 6" deep, capacity: (2) 1/3 size pans or (4) 1/6 size pans per drawer (NOT included), stainless steel interior & exterior, (1) stainless steel wire shelf, self-contained rear mounted refrigeration system, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 2.8 amps, NEMA 5-15P, cETLus, ETL-Sanitation Dimensions 33.62(h) x 48.25(w) x 30(d)		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 ea	Drawer pan support bars included, standard		
	1 st	Caster Set, swivel, locking front wheels, standard		
		Weight: 264 lbs total		
			ITEM TOTAL:	**$5,716.27**
33	1 ea	**COUNTERTOP PORTION STEAMER**	$2,160.72	$2,160.72
		Nemco Food Equipment Model No. 6600 (3921756) Super Shot Countertop Steamer, electric, 1/2 size pan, push-button operation, on/off rocker switch, self-contained water reservoir, 30 minute preheat, powder coated top, cast aluminum well, 300-series stainless steel exterior, 120v/60/1-ph, 1800 watts, 15 amps, NEMA 5-15P, ETL Dimensions 8.25(h) x 16.5(w) x 17.25(d)		
		Weight: 48 lbs total		
			ITEM TOTAL:	**$2,160.72**

Item	Qty	Description	Sell	Sell Total
34	1 ea	**SANDWICH / SALAD PREPARATION REFRIGERATOR** Turbo Air Model No. MST-28-N (7040295) M3 Series Sandwich/Salad Unit, one-section, rear mount self-contained compressor, 7.0 cu. ft., 8-pan top opening with hood, (1) field reversible swing door, (1) adjustable PE coated wire shelf, 9-1/2" deep cutting board with side rail, digital temperature control, self-cleaning condenser, cold bunker system, stainless steel top, front & sides (galvanized steel back & bottom), aluminum interior, stainless steel floor & ABS door liner, LED interior lighting & fan control, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 3.8 amps, NEMA 5-15P, cETLus, ETL-Sanitation Dimensions 37(h) x 27.5(w) x 30(d)	$2,531.47	$2,531.47
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 ea	1/6 size, 4" deep condiment pan & pan dividers included, standard		
	1 st	Caster Set, swivel, locking front wheels, standard		
		Weight: 198 lbs total		
			ITEM TOTAL:	**$2,531.47**
35	1 ea	**MICROWAVE OVEN, SHELF** Eagle Group Model No. MWS1824-X Microwave Shelf, wall mount, 24"W x 18"D, marine edge on front, hole with black rubber grommet included, 18/430 stainless steel construction, NSF (FLYER) Dimensions 12(h) x 24(w) x 18(d)	$372.14	$372.14
		Weight: 15 lbs total		
			ITEM TOTAL:	**$372.14**
36	1 ea	**MICROWAVE OVEN** ACP Model No. RCS10TS (3630464) Amana® Commercial Microwave Oven, 1000 watts, 1.2 cu. ft. capacity, medium volume, 4-stage cooking, (5) power levels, (100) memory settings, braille touch pads, non-removable air filter, side hinged door with tempered glass, accommodates 14" plate, stainless steel interior & exterior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1550 watts (total), NEMA 5-15P, cETLus, ETL-Sanitation Dimensions 13.75(h) x 22(w) x 19(d)	$643.89	$643.89
	1 ea	Note: Sale of this product must comply with ACP's Minimum Resale Price Policy; consult order acknowledgement for details.		
	1 ea	3-year limited warranty (1 year full)		
		Weight: 48 lbs total		
			ITEM TOTAL:	**$643.89**

Initial: _____

Item	Qty	Description	Sell	Sell Total
42	1 ea	**SOUP KETTLE** Vollrath Model No. 72165 Cayenne® Colonial Kettle™, 11 quart, Warmer, black merchandiser package, with 11 quart inset, cover with hinge, soup cards, soup'r clip, 15-3/4" diameter, 11-1/2"H, cast aluminum body, recessed controls, unbreakable legs, 700w, 5.8amps, 120v/60hz/1-ph, ETL, UL, NSF, Made in USA (Refer to vollrathfoodservice.com for full warranty policy) Dimensions 11.5(h) x 15.75(w) x 15.75(d) Weight: 23.4 lbs total	$659.34	$659.34
		LISTED AS "BY OWNER"		
			ITEM TOTAL:	**$659.34**
45	1 ea	**COFFEE BREWER** BUNN Model No. 23001.0006 (9194879) 23001.0006 CWTF15-APS Airpot Coffee Brewer, automatic, brews 3.8 gallons per hour capacity, digital circuitry with timer function operated by front panel switches, hot water faucet, plastic funnel, accommodates (1) 1.9 to 3.0 liter airpots (sold separately), stainless decor, 120v/60/1-ph, 1370w, 11 amps, NEMA 5-15P Dimensions 23.6(h) x 9(w) x 18.5(d)	$732.93	$732.93
	1 ea	Prices include applicable tariffs		
	2 ea	32125.0000 (0523456) 32125.0000 Airpot, 2.5 liter (84 oz.), lever-action, stainless steel liner, ETL	$53.61	$107.22
	1 ea	35728.0000 35728.0000 UNIV-2 APR Universal Airpot Rack, (1) lower & upper rack, displays (2) push-button or lever-action airpots (not included), sponge-lined tray, carbon-steel wire construction Weight: 51.05 lbs total	$86.98	$86.98
			ITEM TOTAL:	**$927.13**
45.1	1 ea	**WATER FILTRATION SYSTEM, FOR COFFEE BREWERS** BUNN Model No. 56000.0024 (5795354) 56000.0024 System, WEQ-10(1.5)5L	$141.99	$141.99
	1 ea	Prices include applicable tariffs Weight: 6.92 lbs total		
			ITEM TOTAL:	**$141.99**
46		**ICE AND SODA DISPENSER** By Vendor	**IN PEPSI PACKAGE**	

Item	Qty	Description	Sell	Sell Total
47	1 ea	**FROZEN DRINK MACHINE, NON-CARBONATED, BOWL TYPE**	$2,558.28	$2,558.28
		BUNN Model No. 58000.0010 58000.0000 Ultra® NX Frozen Beverage Dispenser, countertop, Pull & Hold dispense, (2) 3 gallon (11.4 liter) bowls, LED lighted hopper lids, independently controlled rotating augers, low product alert, quick defrost feature, BUNNlink compatible, R290 Hydrocarbon refrigerant, black finish, 120v/ 60/1-ph, 12 amps, cord, NEMA 5-15P, ETLus, NSF Dimensions 32.4(h) x 16.6(w) x 26.4(d)		
	1 ea	Prices include applicable tariffs	IN PEPSI PACKAGE	
		Weight: 121.51 lbs total		
			ITEM TOTAL:	**$2,558.28**
47A	1 ea	**FROZEN DRINK MACHINE, NON-CARBONATED, CYLINDER TYPE**	$14,628.26	$14,628.26
		SaniServ Model No. 791 Frozen Cocktail/Beverage Freezer, counter model, air or water-cooled, self-contained refrigeration, 2 heads, 14 qt. evaporator & refrigerated mix capacity (per side), welded steel frame, stainless steel exterior, AccuFreeze solid-state controls, mix out light, (2) 1/4 HP dashers, 1 HP comp., UL, NSF Dimensions 36(h) x 21.3(w) x 31(d)		
	1 ea	1 year parts, 90 days labor, 5 year compressor & evaporator warranty		
	1 ea	(T) 208-230v/60/1-ph, 20 amps		
	1 ea	CTS Check-Train-Start, CTS is required to activate manufacturers warranty, representative will inspect the unit for proper installation (uncrate & set in place with electrical connections arranged by end-user prior to scheduled CTS), representative will instruct end-user on proper operating & cleaning procedures including start-up with product (product to be supplied by end-user) (NET)	$475.00	$475.00
			IN PEPSI PACKAGE	
		Weight: 350 lbs total		
			ITEM TOTAL:	**$15,103.26**

Initial: _____

Item	Qty	Description	Sell	Sell Total
48	1 ea	**COUNTER FREEZER**	$4,211.02	$4,211.02
		Turbo Air Model No. TGF-5SD-N (3151546) Super Deluxe Glass Merchandiser-Counter Top Freezer, one-section, 4.26 cu. ft., self-contained, (1) triple pane heated glass door, (2) adjustable PE coated wire shelves, LED interior lighting, door lock, auto defrost, white interior, specify exterior color, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 2.3 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation Dimensions 30.5(h) x 25(w) x 23.25(d)		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	5 year parts & labor warranty, standard		
	1 ea	7 year compressor warranty (self-contained only)		
	1 ea	Black finish		
		Weight: 195 lbs total		
			ITEM TOTAL:	**$4,211.02**
49	1 ea	**HEATED BUTTER DISPENSER**	$727.10	$727.10
		Server Products Model No. 86540 BSW-SS, SUPREME™ BUTTER WARMER, MERCHANDISER & DISPENSER, water-bath warmer, with temperature sensing thermostat and wrap-around heating element, spout warmer (opposite instrument panel side), pump is preset for 1/4 oz. servings, with a 1 oz. max, adjustable in 1/8 oz. increments, plug within the pump prevents hot topping from splashing when dispensed (reduces back pressure), includes magnetic buttered popcorn merchandising sign and 3 qt. stainless steel jar (94009), stainless steel pump, 517 watts, 120v/60/1-ph, 4.3 amps, cord, NEMA 5-15P, CE, cULus, NSF Dimensions 13(h) x 8.94(w) x 15.5(d)		
	1 ea	2 Year warranty		
		Weight: 16 lbs total		
			ITEM TOTAL:	**$727.10**

Item	Qty	Description	Sell	Sell Total
51	1 ea	**POPCORN POPPER**	$737.51	$737.51
		Gold Medal Products Model No. 2085 60 Special Popcorn Machine, electric, countertop, 6 oz. kettle capacity, strip heater, heated corn deck, stainless steel kettle, tempered glass, red dome, 1220 watts, 120v/60/1-ph, NEMA 5-15P, cULus, NSF Dimensions 31(h) x 19(w) x 17.4(d)		
	1 ea	All information & pricing is subject to change without notice; contact Gold Medal Products Co. for the most up-to-date pricing and information.		
	1 ea	2 year parts & 6 months labor warranty, standard (contact factory for more information)		
	1 ea	HANDLING CHARGE	$3.96	$3.96
		Weight: 56 lbs total		
			ITEM TOTAL:	**$741.47**
52	1 ea	**DISPLAY CASE, REFRIGERATED BAKERY**	$11,837.50	$11,837.50
		Turbo Air Model No. TCGB-36-W(B)-N Refrigerated Bakery Display Case 36-1/2" W, 11.8 cu. ft., self-contained refrigeration with self-cleaning condenser, , curved front tempered glass, non-peel anti-rust coated paint steel exterior, sliding rear doors, (2) adjustable cantilevered wire shelves, LED interior lighting under each shelf,, stainless steel floor & air flow grille, specify exterior color, 33°F-41°F temp range, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 7.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation Dimensions 49.87(h) x 36.5(w) x 34.25(d)		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	2 year parts & labor warranty, standard		
	1 ea	Additional 3 year compressor warranty (5 year total), standard		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 ea	Black finish		
		Weight: 522 lbs total		
			ITEM TOTAL:	**$11,837.50**

Initial: _____

Item	Qty	Description	Sell	Sell Total
53	1 ea	**NOTES** Culinary Equipment and Supplies Model No. SHIPPING Deliveries are made via common carrier to delivery site. Shipping and handling charges DO NOT include: Receiving, Lift Gate, Uncrate, Set In Place and/or Removals. Final connections made by others.		
	5 ea	LIFT GATE Lift gate service is available for an additional fee of $75.00 for each shipping location, if requested on PO. Lift Gate service includes - bringing items from truck to ground level only. Liftgate Max Weight is 2500 Lbs. CES Traffic Quote With Forklift Required If Over 2500 Lbs. Please provide the customer's delivery contact name and telephone number when placing the order.	$75.00	<Optional>
	1 ea	Eagle Group LIFT GATE Lift gate service is available for an additional fee of $125.00.	$125.00	<Optional>
	1 ea	Manitowoc LIFT GATE Lift gate service is available for an additional fee of $125.00.	$75.00	<Optional>
	1 ea	Turbo Air LIFT GATE Lift gate service is available for an additional fee of $70.	$75.00	<Optional>

ITEM TOTAL:

Merchandise	$104,993.81
Shipping & Handling	$2,282.20
Tax 7%	$7,349.57
Total	$114,625.58

$108,963.54

Prices Good Until: 03/15/2026

LESS SLUSHY MACHINE(S): $91,302.00

Initial: _____

***Return of special order items are subject to the policies of the vendor and the items may not be returnable ***

* ADDITIONAL TERMS

1. By signing below before the expiration date, customer orders and agrees to pay for the product(s) identified above in accordance with the terms of this quote.
2. Final pricing may change due to increases in vendor pricing, including but not limited to surcharges, freight, or fees, between the time of initial quote and when the order is shipped. Customer will be advised of any such changes in pricing, in which event customer may cancel the order by notifying US Foods in writing within three business days, otherwise the price change is deemed accepted by customer.
3. Sales taxes may be charged and are not included above unless noted.
4. Any changes by customer before or at time of ordering will negate this quote (including freight). Changes include but are not limited to quantities and omission/addition of an item.
5. Prices quoted are per manufacturer's standard spec and do not include any optional accessories unless specified.
6. **Order/Quote may be subject to credit approval and may require deposit.**
7. Shipping & handling, lift gate, installation, delivery, or "set in place" may be charged and are not included above unless noted.
8. If you are not ordering lift gate/white glove delivery, please have a plan in place to remove the equipment from the truck.
9. Please have a plan for storage if items need to be held for installation.
10. Any changes to delivery time and location may impact additional shipping and storage fees.
11. **Return of special order items are subject to the policies of the vendor and the items may not be returnable**
12. Images may not accurately represent items being quoted.

THANK YOU FOR YOUR ORDER!

* RECEIVING YOUR EQUIPMENT AND SUPPLIES DELIVERY

Congratulations on the purchase of your new equipment!

Thank you for choosing US Foods Culinary Equipment and Supplies as your E&S source.

To promote a smooth delivery process, please ensure that these easy steps are shared with the appropriate personnel who will be receiving your delivery.

BEFORE signing the Freight Bill:

Confirm the pieces received match the Freight Bill and note any discrepancies on the freight bill such as shortages/overages.

Check for any visible product, packaging, or pallet damage and notate on the freight bill. Look for:

Crushed corners

Puncture holes

Broken pallets

If possible, open the carton(s) to check that the product is in good condition.

If you find even slight damage to the packaging and/or pallet, note “DAMAGED SHIPMENT” on the freight bill and have the driver acknowledge the damage by signing all copies.

Call US Foods CES Customer Support immediately - 1-888-909-2080.

AFTER signing the Freight Bill:

Un-crate as soon as possible to check for concealed damage.
Packaging must be free of any visible damage and must be saved for inspection purposes.
Product should not be moved to a different location.
Report the concealed damage immediately but no later than 5 days from delivery by calling US Foods CES Customer Support – 1-888-909-2080.
Note – It is good practice to take clear pictures of any damage, including packaging/pallet, as the carrier and manufacturer will request them.
Thank you again for your business,

US FOODS | CULINARY EQUIPMENT & SUPPLIES

Acceptance: _____ Date: _____

Printed Name: _____

02/13/2026 20731

Quote

To: A&E +SMA Architecture and Design
Chad Schreiner
124 N 29th Street
Suite 100
Billings, MT 59101
406-248-2633

Jim Laird: J & V Restaurant Supply
Derek Smith
544 East Mendenhall St.
PO Box 250, Bozeman, MT, 59771-0250
Bozeman, MT 59771-0250
406-587-9303
(406) 587-9303 (Contact)

Project: Amend Park Recreation Campus
Billings MT
5101 King Avenue East
Billings, MT 59101

Job Reference Number: 16658

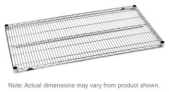
Chad, Thanks for the opportunity to review and bid this project, looks like a very nice addition to the park. The specs provided vs the plan have a few issues, that combined with most of the project being alternates make it an interesting bid to say the least. Per item prices look like the best way to start and once alternates are chosen we can then add in the delivery and set in place. We're happy to VE this as well is that's necessary, I don't want to step on the consultant's toes but if it helps bring it in on budget then it is what it is. Please review and let me know how to proceed, we'd like the opportunity to work with A&E.

Thanks again
Jim laird
J&V

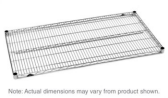
Item	Qty	Description	Sell	Sell Total

1	1 ea	**REACH-IN REFRIGERATOR**	$4,341.32	<Alternate>
		Turbo Air TSR-23SD-N6(-L) Super Deluxe Refrigerator, reach-in, one-section, 19.03 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, right hinged solid door with recessed handle, LED interior lighting, (3) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, Turbo cooling, automatic fan motor delays, door pressure release device, self-cleaning condenser equipped, door locks, bottom mount compressor, R600a Hydrocarbon refrigerant, 1/8 HP, 115v/60/1-ph, 1.5 amps, (3 wire with ground), NEMA 5-15P, ETL-Sanitation, cETLus, ENERGY STAR®		
	1 ea	Note: Contact factory representative for parts & accessories discounts		<Alternate>
	1 ea	5 year parts & labor warranty, standard		<Alternate>
	1 ea	7 year compressor warranty (self-contained only)		<Alternate>
	1 ea	Self-cleaning condenser device equipped, standard		<Alternate>
	1 ea	Left-hinged		<Alternate>
	1 st	Caster Set, swivel, locking front wheels, standard		<Alternate>
		Extended Total: <Alternate>		**$4,341.32**
2	1 ea	**HAND SINK**	$485.16	$485.16
		Eagle Group HSA-10-F Hand Sink, wall mount, 13-1/2" wide x 9-3/4" front-to-back x 6-3/4" deep bowl, 304 stainless steel construction, splash mount gooseneck faucet, basket drain, deep-drawn seamless design-positive drain, inverted "V" edge, NSF		
	1 ea	-LRS Left & right side splashes	$375.57	$375.57
		Freight:	$55.57	$55.57
		Extended Total:		**$916.30**
3		**SPARE NO.**		Spare
4	1 ea	**SHELVING, WALL MOUNTED**	$627.51	<Alternate>
		Eagle Group WS1072-16/3 Shelf, wall-mounted, 72"W x 10"D, rolled front edge, 1-1/2"H up-turn on sides & rear, includes stainless steel mounting brackets stud welded to shelf, 16/304 stainless steel construction, NSF		
		Specs show 72"W, Floor plan shoes 60"W. Quoted 72"---Customer to advise		<Alternate>
		Freight:	$101.88	<Alternate>
		Extended Total: <Alternate>		**$729.39**

Item	Qty	Description	Sell	Sell Total
5	1 ea	**THREE (3) COMPARTMENT SINK** Eagle Group 310-10-3-24 310 Series Convenience Store Sink, three compartment, 84"W x 21"D, (3) 10"W x 14"L x 9-3/4"D sink bowls, 24" drainboards on left & right, 9-1/2" backsplash with 1" upturn & tile edge, 2" euro-style edging on front & sides, 8" OC splash mount faucet holes, includes (3) basket drains, 304 stainless steel construction, galvanized legs & side crossbracing, adjustable bullet feet, NSF	$2,513.16	$2,513.16
		Freight:	$694.64	$694.64
		Extended Total:		**$3,207.80**
5.1	1 ea	**WALL / SPLASH MOUNT FAUCET** Fisher 13290 Faucet, backsplash mount, 8" centers, 10" swing spout, lever handles with color coded indexes, 1/2" NPT male inlets, brass, CSA, ADA Compliant	$214.34	$214.34
		Freight:	$16.58	$16.58
		Extended Total:		**$230.92**
6	1 ea	**MOP BROOM HOLDER** Eagle Group US0824-16/3 Utility Shelf with Mop Hanger, 24"W x 8"D, includes mop hangers & hooks for clothes, 16/304 stainless steel construction	$475.80	$475.80
		Freight:	$64.83	$64.83
		Extended Total:		**$540.63**
7	1 ea	**MOP SINK** Zurn Industries Z1996-24	$328.43	$328.43
		Freight:	$156.25	$156.25
		Extended Total:		**$484.68**
7.1	1 ea	**SERVICE FAUCET** Fisher 82530 Service Sink Faucet, wall mount mixing faucet with 8" adjustable centers, EZ Install adapters, 6" spout with garden hose outlet, vacuum breaker, lever handles, 1/2" inlets	$306.38	$306.38
		Freight:	$25.20	$25.20
		Extended Total:		**$331.58**

Item	Qty	Description	Sell	Sell Total
7.2	1 ea	**HOSE BIB FAUCET**  Fisher 29550 Sill Faucet, 1/2" F inlet, 3/4" hose thread, vacuum breaker, lever style handle, includes hot & cold index buttons	$163.88	$163.88
		Freight:	$7.46	$7.46
		Extended Total:		**$171.34**
7.3	1 ea	**VACUUM BREAKER ASSEMBLY**  Fisher 14540 Pressure Vacuum Breaker, 1/2" F inlet and outlet, wall-mounted, anti-spill	$933.97	$933.97
		Freight:	$13.26	$13.26
		Extended Total:		**$947.23**
8-11		**SPARE NO.**		Spare
12	5 ea	**WIRE SHELVING**  Metro 2442BR Super Erecta® Shelf, wire, 42"W x 24"D, Brite (zinc) finish, plastic split sleeves are included in each carton, NSF	$63.84	<Alternate>
	4 ea	74P Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", chrome finish	$20.28	<Alternate>
		Specs call out 4 shelves elevation plan shows 5, we bid 5 shelves per spec		<Alternate>
		Freight:	$20.13	<Alternate>
		Extended Total: <Alternate>		**$500.95**

Item	Qty	Description	Sell	Sell Total
13	1 ea	**REACH-IN FREEZER**	$7,248.55	<Alternate>
		 Turbo Air TSF-35SDN-N Super Deluxe Freezer, reach-in, two-section, 29.19 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) solid hinged doors with recessed handle, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, smart defrost, automatic fan motor delays, door pressure release device, LED interior lighting, self-cleaning condenser equipped, door locks, bottom mount compressor, R290 Hydrocarbon refrigerant, 2/3 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	Note: Contact factory representative for parts & accessories discounts		<Alternate>
	1 ea	5 year parts & labor warranty, standard		<Alternate>
	1 ea	7 year compressor warranty (self-contained only)		<Alternate>
	1 ea	Self-cleaning condenser device equipped, standard		<Alternate>
	1 st	Caster Set, swivel, locking front wheels, standard		<Alternate>
		Extended Total: <Alternate>		**$7,248.55**
14	1 ea	**REACH-IN FREEZER**	$8,054.21	<Alternate>
		 Turbo Air TSF-49SD-N Super Deluxe Freezer, reach-in, two-section, 39.9 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) solid hinged doors with recessed handles, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, smart defrost, automatic fan motor delays, door pressure release device, LED interior lighting, self-cleaning condenser equipped, door locks, bottom mount compressor, R290 Hydrocarbon refrigerant, 2/3 HP, 115v/60/1-ph, 5.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	Note: Contact factory representative for parts & accessories discounts		<Alternate>
	1 ea	5 year parts & labor warranty, standard		<Alternate>
	1 ea	7 year compressor warranty (self-contained only)		<Alternate>
	1 ea	Self-cleaning condenser device equipped, standard		<Alternate>
	1 st	Caster Set, swivel, locking front wheels, standard		<Alternate>
		Extended Total: <Alternate>		**$8,054.21**

Item	Qty	Description	Sell	Sell Total
15	1 ea	**REACH-IN REFRIGERATOR**	$6,153.76	<Alternate>
		Turbo Air TSR-49SD-N6 Super Deluxe Refrigerator, reach-in, two-section, 42.69 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) hinged solid doors with recessed handles, LED interior lighting, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, Turbo cooling, automatic fan motor delays, door pressure release device, self-cleaning condenser equipped, door locks, bottom mount compressor, R600a Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.3 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	Note: Contact factory representative for parts & accessories discounts		<Alternate>
	1 ea	5 year parts & labor warranty, standard		<Alternate>
	1 ea	7 year compressor warranty (self-contained only)		<Alternate>
	1 ea	Self-cleaning condenser device equipped, standard		<Alternate>
	1 st	Caster Set, swivel, locking front wheels, standard		<Alternate>
		Extended Total: <Alternate>		**$6,153.76**
16	5 ea	**WIRE SHELVING**	$52.73	<Alternate>
		Metro 2436BR Super Erecta® Shelf, wire, 36"W x 24"D, Brite (zinc) finish, plastic split sleeves are included in each carton, NSF		
	4 ea	74P Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", chrome finish	$20.28	<Alternate>
		This item is missing from the 11400 specifications, it is in the plan and elevation so we bid it as an alternate		<Alternate>
		Freight:	$18.25	<Alternate>
		Extended Total: <Alternate>		**$436.00**
17		**SPARE NO.**		Spare
18	4 ea	**WIRE SHELVING**	$45.05	<Alternate>
		Metro 1448BR Quick Ship - Super Erecta® Shelf, wire, 48"W x 14"D, Brite (zinc) finish, plastic split sleeves are included in each carton, NSF		
	8 ea	SW23C Super Erecta® Wall Mounts, 14" shelf depth, End Unit, chrome plated finish (consists of (2) posts with brackets & single supports for each shelf), post-type (2) tier, post #33PDF	$190.02	<Alternate>
		Specification calls for 4 shelves and 4 wall brackets, elevation appears to show 8 brackets, we bid per elevation for complete unit per elevation		<Alternate>
		Freight:	$49.78	<Alternate>
		Extended Total: <Alternate>		**$1,899.48**
19-20		**SPARE NO.**		Spare

Item	Qty	Description	Sell	Sell Total
21	1 ea	**DROP-IN SINK**		<NIC>
		Eagle Group SR14-16-9.5-1 Self-Rimming Drop-In Sink, one compartment, 14" wide x 16" front-to-back x 9-1/2" deep bowl, 4" OC deck mount faucet with gooseneck spout (302004), includes basket drain, 20/304 stainless steel construction, NSF		
	1 ea	Faucet hole punched on 4" centers, standard		<NIC>
	1 ea	313306 T&S Faucet, deck mount, 4" OC, 8" swing spout, low lead		<NIC>
		This item appears to be omitted from the updated drawings. Please confirm with the consultant whether this sink is needed.		<NIC>
22	1 ea	**SODA BIB**		<By Purveyor>
		Custom		
23	1 ea	**SHELVING, WALL MOUNTED**		<By Owner>
		Eagle Group SWS1224-16/3 Snap-n-Slide® Shelf, wall-mounted, 24"W x 12"D, rolled front edge, 1-1/2"H up-turn on sides & rear, stainless steel wall brackets mount to wall studs (no wall backing required), 90 lbs. weight capacity, 16/304 stainless steel construction, NSF		
24	1 ea	**CARBONATOR**		<By Purveyor>
		Custom		
25	1 ea	**WATER FILTRATION SYSTEM, FOR ICE MACHINES**	$479.46	<Alternate>
		Manitowoc AR-40000-P Arctic Pure® Plus Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, 40,000 gallon capacity, 1,001-2,500 lbs./ice per day		
			Freight: $261.30	<Alternate>
			Extended Total: <Alternate>	**$740.76**

Item	Qty	Description	Sell	Sell Total
26	1 ea	**ICE MAKER, CUBE-STYLE**	$7,872.61	<Alternate>
		Manitowoc IYP1000A Indigo NXT™ Series Ice Maker, cube-style, water-cooled, self-contained condenser, 30"W x 24.5"D x 29.5"H, production capacity up to 971 lb/24 hours 70°/50° (781 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, dice size cubes, R290 refrigerant, NSF, cULus, CE		
	1 ea	WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard		<Alternate>
	1 ea	(-251) 208-230v/50/1-ph	$394.08	<Alternate>
	1 ea	Note: An additional charge of $165.00 is added to this order if this ice machine is exported outside the US or Canada for a startup & inspection fee.		<Alternate>
		Freight:	$375.00	<Alternate>
		Extended Total: <Alternate>		**$8,641.69**
27	1 ea	**ICE BIN FOR ICE MACHINES**	$1,886.88	<Alternate>
		Manitowoc D570 Ice Bin, 30"W x 34"D x 50"H, with side-hinged front-opening door, side grips, 532 lbs. application capacity, AHRI certified 17.9 cu. ft., for top-mounted ice maker, Duratech exterior, NSF		
	1 ea	WARRANTY-BIN/DISP 3 year parts & labor warranty, standard		<Alternate>
	1 ea	Legs, 6" adjustable stainless steel, standard		<Alternate>
		Freight:	$215.63	<Alternate>
		Extended Total: <Alternate>		**$2,102.51**
28	1 ea	**WORK CENTER**	$976.17	<Alternate>
		Eagle Group T3060EBW AdjusTable® Work Surface System, basic unit, 60"W x 30"D x 33-1/2"H, 16/304 stainless steel top/work surface, (2) adjustable chrome wire undershelves with Quad-Truss® design, chrome posts grooved in 1" increments, NSF		
		Freight:	$402.89	<Alternate>
		Extended Total: <Alternate>		**$1,379.06**
29-30		**SPARE NO.**		Spare

Item	Qty	Description	Sell	Sell Total
31	1 ea	**MULTI-COOK OVEN**	$13,325.93	<Alternate>
		Alto-Shaam VMC-H3 Vector® H Series Multi-Cook Oven, electric, (3) individually controlled cooking chambers, (3) half-size sheet pan capacity, programmable touch screen controls with Structured Air Technology®, double pane glass door, interior LED cavity lighting, ventless catalytic converter, includes: (1) wire rack & (2) jet plates per cooking chamber, USB port, stainless steel construction, 4" adjustable legs, cULus, UL EPH Classified, Made in USA		
	1 ea	NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section		<Alternate>
	1 ea	One year parts and labor warranty, standard		<Alternate>
	1 ea	208-240v/60/1-ph, 7.9-10.3 kW, 38.0-43.0 amps, NEMA 6-50		<Alternate>
	1 ea	Simple controls, standard		<Alternate>
	1 ea	Left-hand hinged door		<Alternate>
	1 ea	PN-39135 Grill Pan, 11" x 16", for Vector Series Ovens	$132.69	<Alternate>
	1 ea	5033865 14" Pizza Kit: 14" Pizza screen, 14" Pizza disk, 9.25" Nesting deep dish pan, 6.25" Nesting deep dish pan, Pan gripper, Pizza peel, Grill pan	$489.77	<Alternate>
	1 ea	Feet, 4" for VMC-H Series, standard		<Alternate>
	3 kt	5027119 Grease Filter Kit, for Vector H/HH models (Note: one kit required per chamber)	$181.15	<Alternate>
		Freight:	$955.35	<Alternate>
		Extended Total: <Alternate>		**$15,447.19**
32	1 ea	**WORKTOP FREEZER**	$6,178.05	<Alternate>
		Turbo Air TWF-48SD-D2-N Super Deluxe Worktop Freezer, two-section, 12.0 cu. ft., self-cleaning condenser equipped, (1) stainless steel door with recessed handle, (2) stainless steel drawers with recessed handles, accommodates pans up to 6" deep, capacity: (2) 1/3 size pans or (4) 1/6 size pans per drawer (NOT included), stainless steel interior & exterior, (1) stainless steel wire shelf, self-contained rear mounted refrigeration system, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 2.8 amps, NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	5 year parts & labor warranty, standard		<Alternate>
	1 ea	7 year compressor warranty (self-contained only)		<Alternate>
	1 ea	Self-cleaning condenser device equipped, standard		<Alternate>
	1 ea	Drawer pan support bars included, standard		<Alternate>
	1 st	Caster Set, swivel, locking front wheels, standard		<Alternate>
		Extended Total: <Alternate>		**$6,178.05**

Item	Qty	Description	Sell	Sell Total
33	1 ea	**COUNTERTOP PORTION STEAMER** Nemco Food Equipment 6600 Super Shot Countertop Steamer, electric, 1/2 size pan, push-button operation, on/off rocker switch, self-contained water reservoir, 30 minute preheat, powder coated top, cast aluminum well, 300-series stainless steel exterior, 120v/60/1-ph, 1800 watts, 15 amps, NEMA 5-15P, ETL	$2,473.80	<Alternate>
		Freight:	$43.75	<Alternate>
		Extended Total: <Alternate>		**$2,517.55**
34	1 ea	**SANDWICH / SALAD PREPARATION REFRIGERATOR** Turbo Air MST-28-N M3 Series Sandwich/Salad Unit, one-section, rear mount self-contained compressor, 7.0 cu. ft., 8-pan top opening with hood, (1) field reversible swing door, (1) adjustable PE coated wire shelf, 9-1/2" deep cutting board with side rail, digital temperature control, self-cleaning condenser, cold bunker system, stainless steel top, front & sides (galvanized steel back & bottom), aluminum interior, stainless steel floor & ABS door liner, LED interior lighting & fan control, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 3.8 amps, NEMA 5-15P, cETLus, ETL-Sanitation	$2,735.98	<Alternate>
	1 ea	Note: Contact factory representative for parts & accessories discounts		<Alternate>
	1 ea	5 year parts & labor warranty, standard		<Alternate>
	1 ea	7 year compressor warranty (self-contained only)		<Alternate>
	1 ea	Self-cleaning condenser device equipped, standard		<Alternate>
	1 ea	1/6 size, 4" deep condiment pan & pan dividers included, standard		<Alternate>
	1 st	Caster Set, swivel, locking front wheels, standard		<Alternate>
		Extended Total: <Alternate>		**$2,735.98**
35/37	2 ea	**MICROWAVE OVEN, SHELF** Eagle Group MWS1824 Microwave Shelf, wall mount, 24"W x 18"D, marine edge on front, hole with black rubber grommet included, 18/430 stainless steel construction, NSF	$393.12	<Alternate>
		Freight:	$69.46	<Alternate>
		Extended Total: <Alternate>		**$925.16**

Item	Qty	Description	Sell	Sell Total
36	1 ea	**MICROWAVE OVEN**	$695.91	<Alternate>
		ACP RCS10TS Amana® Commercial Microwave Oven, 1000 watts, 1.2 cu. ft. capacity, medium volume, 4-stage cooking, (5) power levels, (100) memory settings, braille touch pads, non-removable air filter, side hinged door with tempered glass, accommodates 14" plate, stainless steel interior & exterior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1550 watts (total), NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	Note: Sale of this product must comply with ACP's Minimum Resale Price Policy; consult order acknowledgement for details.		<Alternate>
	1 ea	3-year limited warranty (1 year full)		<Alternate>
		Freight:	$125.00	<Alternate>
		Extended Total: <Alternate>		**$820.91**
38	1 ea	**MICROWAVE OVEN**	$695.91	<Alternate>
		ACP RCS10TS Amana® Commercial Microwave Oven, 1000 watts, 1.2 cu. ft. capacity, medium volume, 4-stage cooking, (5) power levels, (100) memory settings, braille touch pads, non-removable air filter, side hinged door with tempered glass, accommodates 14" plate, stainless steel interior & exterior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1550 watts (total), NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	Note: Sale of this product must comply with ACP's Minimum Resale Price Policy; consult order acknowledgement for details.		<Alternate>
	1 ea	3-year limited warranty (1 year full)		<Alternate>
		Freight:	$125.00	<Alternate>
		Extended Total: <Alternate>		**$820.91**
39	1 ea	**WORK CENTER**	$911.82	<Alternate>
		Eagle Group T3036EBW-1 AdjusTable® Work Surface System, with overshelf, 36"W x 30"D x 54-1/2"H, 16/304 stainless steel top/work surface, (1) adjustable 36"W x 14"D QuadTruss® chrome plated overshelf, (2) QuadTruss® adjustable chrome wire undershelves, chrome posts grooved in 1" increments, NSF		
		11400 specifications do not call out this table, but it is noted on the plan and elevations so we bid it as an alternate		<Alternate>
		Freight:	$116.25	<Alternate>
		Extended Total: <Alternate>		**$1,028.07**
40-41		**SPARE NO.**		Spare
42/43	2 ea	**FOOD PAN WARMER, COUNTERTOP**		<By Owner>
		Custom		

Item	Qty	Description	Sell	Sell Total
44	1 ea	**DROP-IN SINK**		<By Other>
		Eagle Group SRU14-10-5-1 Self-Rimming Drop-In Sink, one compartment, 14" wide x 10" front-to-back x 5" deep bowls, 4" OC deck mount faucet with gooseneck spout (302004), up-turn on sides & rear, includes basket drain, 20/304 stainless steel construction, NSF		
	1 ea	Faucet hole punched on 4" centers, standard		<By Other>
		This item is specified as KEC but on the drawings it's also listed as "in plumbing package", we did not include costs		<By Other>
45	1 ea	**COFFEE BREWER**	$808.18	<Alternate>
		BUNN 23001.0006 23001.0006 CWTF15-APS Airpot Coffee Brewer, automatic, brews 3.8 gallons per hour capacity, digital circuitry with timer function operated by front panel switches, hot water faucet, plastic funnel, accommodates (1) 1.9 to 3.0 liter airpots (sold separately), stainless decor, 120v/60/1-ph, 1370w, 11 amps, NEMA 5-15P		
	1 ea	Prices include applicable tariffs		<Alternate>
	2 ea	32125.0000 32125.0000 Airpot, 2.5 liter (84 oz.), lever-action, stainless steel liner, ETL	$59.12	<Alternate>
	1 ea	35728.0001 35728.0001 UNIV-2 APR Universal Airpot Rack, (2) lower racks, displays (2) push-button or lever-action airpots (not included), sponge-lined tray, carbon-steel wire construction	$86.85	<Alternate>
		Freight:	$93.74	<Alternate>
		Extended Total: <Alternate>		**$1,107.01**
45.1	1 ea	**WATER FILTRATION SYSTEM, FOR COFFEE BREWERS**	$156.59	<Alternate>
		BUNN 56000.0024 56000.0024 System, WEQ-10(1.5)5L		
	1 ea	Prices include applicable tariffs		<Alternate>
		Freight:	$12.98	<Alternate>
		Extended Total: <Alternate>		**$169.57**
46	1 ea	**SODA BEVERAGE DISPENSING TOWER**		<By Purveyor>
		Cornelius 621052807		

Item	Qty	Description	Sell	Sell Total
47	1 ea	**FROZEN DRINK MACHINE, NON-CARBONATED, BOWL TYPE**	$2,821.38	<Alternate>
		 BUNN 58000.0010 58000.0000 Ultra® NX Frozen Beverage Dispenser, countertop, Pull & Hold dispense, (2) 3 gallon (11.4 liter) bowls, LED lighted hopper lids, independently controlled rotating augers, low product alert, quick defrost feature, BUNNlink compatible, R290 Hydrocarbon refrigerant, black finish, 120v/ 60/1-ph, 12 amps, cord, NEMA 5-15P, ETLus, NSF		
	1 ea	Prices include applicable tariffs		<Alternate>
			Freight: $227.83	<Alternate>
			Extended Total: <Alternate>	**$3,049.21**
47A	1 ea	**FROZEN DRINK MACHINE, NON-CARBONATED, CYLINDER TYPE**	$17,864.40	<Alternate>
		 SaniServ 791 Frozen Cocktail/Beverage Freezer, counter model, air or water-cooled, self-contained refrigeration, 2 heads, 14 qt. evaporator & refrigerated mix capacity (per side), welded steel frame, stainless steel exterior, AccuFreeze solid-state controls, mix out light, (2) 1/4 HP dashers, 1 HP comp., UL, NSF		
	1 ea	1 year parts, 90 days labor, 5 year compressor & evaporator warranty		<Alternate>
	1 ea	(T) 208-230v/60/1-ph, 20 amps		<Alternate>
	1 ea	CTS Check-Train-Start, CTS is required to activate manufacturers warranty, representative will inspect the unit for proper installation (uncrate & set in place with electrical connections arranged by end-user prior to scheduled CTS), representative will instruct end-user on proper operating & cleaning procedures including start-up with product (product to be supplied by end-user) (NET)	$570.00	<Alternate>
			Freight: $425.73	<Alternate>
			Extended Total: <Alternate>	**$18,860.13**
48	1 ea	**COUNTER FREEZER**	$4,551.20	<Alternate>
		 Turbo Air TGF-5SD-N Super Deluxe Glass Merchandiser-Counter Top Freezer, one-section, 4.26 cu. ft., self-contained, (1) triple pane heated glass door, (2) adjustable PE coated wire shelves, LED interior lighting, door lock, auto defrost, white interior, specify exterior color, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 2.3 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	Note: Contact factory representative for parts & accessories discounts		<Alternate>
	1 ea	5 year parts & labor warranty, standard		<Alternate>
	1 ea	7 year compressor warranty (self-contained only)		<Alternate>
	1 ea	Black finish		<Alternate>
			Extended Total: <Alternate>	**$4,551.20**

Item	Qty	Description	Sell	Sell Total
49	1 ea	**HEATED BUTTER DISPENSER**	$738.61	<Alternate>
		Server Products 86540 BSW-SS, SUPREME™ BUTTER WARMER, MERCHANDISER & DISPENSER, water-bath warmer, with temperature sensing thermostat and wrap-around heating element, spout warmer (opposite instrument panel side), pump is preset for 1/4 oz. servings, with a 1 oz. max, adjustable in 1/8 oz. increments, plug within the pump prevents hot topping from splashing when dispensed (reduces back pressure), includes magnetic buttered popcorn merchandising sign and 3 qt. stainless steel jar (94009), stainless steel pump, 517 watts, 120v/60/1-ph, 4.3 amps, cord, NEMA 5-15P, CE, cULus, NSF		
	1 ea	2 Year warranty		<Alternate>
			Freight: $35.00	<Alternate>
			Extended Total: <Alternate>	**$773.61**
50		**SPARE NO.**		Spare
51	1 ea	**POPCORN POPPER**	$800.63	<Alternate>
		Gold Medal Products 2085 60 Special Popcorn Machine, electric, countertop, 6 oz. kettle capacity, strip heater, heated corn deck, stainless steel kettle, tempered glass, red dome, 1220 watts, 120v/60/1-ph, NEMA 5-15P, cULus, NSF		
	1 ea	All information & pricing is subject to change without notice; contact Gold Medal Products Co. for the most up-to-date pricing and information.		<Alternate>
	1 ea	2 year parts & 6 months labor warranty, standard (contact factory for more information)		<Alternate>
			Freight: $261.56	<Alternate>
			Extended Total: <Alternate>	**$1,062.19**
52	1 ea	**DISPLAY CASE, REFRIGERATED BAKERY**	$12,793.78	<Alternate>
		Turbo Air TCGB-36-W(B)-N Refrigerated Bakery Display Case 36-1/2" W, 11.8 cu. ft., self-contained refrigeration with self-cleaning condenser, , curved front tempered glass, non-peel anti-rust coated paint steel exterior, sliding rear doors, (2) adjustable cantilevered wire shelves, LED interior lighting under each shelf,, stainless steel floor & air flow grille, specify exterior color, 33°F-41°F temp range, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 7.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation		
	1 ea	Note: Contact factory representative for parts & accessories discounts		<Alternate>
	1 ea	2 year parts & labor warranty, standard		<Alternate>
	1 ea	Additional 3 year compressor warranty (5 year total), standard		<Alternate>
	1 ea	Self-cleaning condenser device equipped, standard		<Alternate>
	1 ea	Black finish		<Alternate>
			Extended Total: <Alternate>	**$12,793.78**

Item	Qty	Description	Sell	Sell Total
53	1 ea	**DISPLAY CASE, REFRIGERATED BAKERY** Turbo Air TCGB-36-W(B)-N Refrigerated Bakery Display Case 36-1/2" W, 11.8 cu. ft., self-contained refrigeration with self-cleaning condenser, , curved front tempered glass, non-peel anti-rust coated paint steel exterior, sliding rear doors, (2) adjustable cantilevered wire shelves, LED interior lighting under each shelf,, stainless steel floor & air flow grille, specify exterior color, 33°F-41°F temp range, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 7.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation	$12,793.78	<Alternate>
	1 ea	Note: Contact factory representative for parts & accessories discounts		<Alternate>
	1 ea	2 year parts & labor warranty, standard		<Alternate>
	1 ea	Additional 3 year compressor warranty (5 year total), standard		<Alternate>
	1 ea	Self-cleaning condenser device equipped, standard		<Alternate>
	1 ea	Black finish		<Alternate>
		11400 specifications did not call out item #53, but it in on plan		<Alternate>
			Extended Total: <Alternate>	**$12,793.78**

Merchandise	$6,830.48
Installation	
Total	$6,830.48

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $6,830.48

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: Annual Certified Local Government Grant for Yellowstone Historic Preservation Board
PRESENTED BY: David Green
Department: Planning & Community Services
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends City Council authorize the submittal of the grant application, with the Mayor's signature, to the State Historic Preservation Office and authorize the Mayor to sign the grant contract when it arrives from the State Historic Preservation Office.

EXECUTIVE SUMMARY

Yearly, the Yellowstone Historic Preservation Board is eligible for a pass-through grant that helps fund historic preservation projects in Billings and Yellowstone County. Eligible projects may include interpretive signage at historic sites, development of historic walking tours in downtown Billings, assistance with establishing historic districts, and other initiatives that highlight the history of the area. These efforts help bring the history of Yellowstone County and Billings to residents and visitors traveling through the region as well as document historic events, buildings and places.

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

The City Council is being asked to authorize the application for the FY26-27 grant cycle for the Certified Local Government (CLG) grant for historic preservation. The Montana State Historic Preservation Office has designated the City of Billings as a CLG for historic preservation activities. As a CLG, the City is eligible annually to receive state funding to coordinate historic preservation efforts in the local area. Applications for the FY26-27 funding cycle from the State are due March 27, 2026.

The City of Billings has been utilizing CLG funding for activities that support the efforts of the Yellowstone Historic Preservation Board (YHPB) since 1997. A description of these activities is provided in the Work Plan attached to this staff report. Recent projects being overseen by the Yellowstone Historic Preservation Board include research and preparation of a Multiple Properties Documentation (MPD) of homes designed by the architect Chandler Cohagen. The board is also interested in providing interpretive signage in historic places around Yellowstone County. An additional project the YHPB is proposing to undertake is to provide funds for an assessment of damage done to Wayman Chapel on the south side so they can know what needs to be done for repairs to the historic church. The State Historic Preservation Office (SHPO) has provided an additional $6,000 dollars for the Wayman Chapel. SHPO will also be including the standard annual $6,000 for other projects the board will be undertaking.

The Cities of Billings and Laurel, Yellowstone County, and the Crow Tribal Council entered into an inter-local agreement in July 1993 establishing the Yellowstone Historic Preservation Board (YHPB). Along with the inter-local agreement, the four governmental entities adopted ordinances setting up a multi-government YHPB, appointed nine (9) qualified board members, and a Historic Preservation Officer. Since that time, the YHPB has been meeting monthly, as warranted, and has continued to develop and refine an encompassing Historic Preservation Program. The board continues to implement the 2016 Growth Policy for the Billings Urbanized Area. An area of the policy identified as "Place Makers" is a community goal and states, "The Billings area should continue to make places that we all enjoy by preserving and improving public space as well as the natural and historic landscapes to bring the community together where people are comfortable and share activities. These places are ones that you go back to, share with visitors and recall when someone asks you to describe your community". One of the objectives includes protection and preservation, such as historic preservation controls, preservation of view sheds, preservation of natural areas and the preservation of historic places.

FISCAL EFFECTS

City Council approval would allow the City of Billings to apply for $12,000 for the FY26-FY27 CLG cycle.

- The local cash match for the Certified Local Government grant will be $49,501.6. The cash match includes funds from the Planning Division of $48,032.60, including a portion of the Historic Preservation Officer's salary of $47,001.60 and $1,031 in cash that will go toward consultant fees. The Yellowstone Historic Preservation Board

will request $1,000 from Yellowstone County and $469 from the City of Laurel that will also be used for consultant fees.
- There is also an in-kind match of $2,614.80 generated from board members' time, use of City Hall meeting space and other incidentals.
- The total match for the CLG Grant is $52,116.40.
- The total funding package is $64,116.40 ($52,116.40 (match) + $12,000 (CLG Grant)) - see attached CLG Application
- The total cash funding package for the grant program is $12,000 + $2500 (local cash)

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Agree to participate in the State CLG program and approve submitting a CLG grant application that provides funding to coordinate historic preservation activities; or
- Decline to participate in the State CLG program and not authorize a CLG grant application. Declining participation would potentially limit historic preservation activities in Billings and Yellowstone County, and/or require other funding sources to be accessed for historic preservation activities.

Attachments

CLG Grant Draft
Work Plan

Certified Local Government Grant Application

For the grant period
May 1, 2026 to April 31, 2027

Application Deadline

March 27, 2026

Montana State Historic Preservation Office
PO Box 201202
Helena, MT 59620-1202
(406) 444-7715

2026-2027 GRANT APPLICATION
CERTIFIED LOCAL GOVERNMENT PROGRAM

Certified Local Government: City of Billings/Yellowstone County

Address: 316 N 26th Street Billings, MT

Contact Person: Dave Green Historic Preservation Officer, Planner II

Tax ID: 816001237

Unique Entity Identifier (UEI): MLYDN89CLXL5

Period of Grant Request: May 1, 2026 to April 31, 2027

Scope of Work: The National Park Service asks we grant funds to CLGs for kinds and levels of work that reflect increasing sophistication, skills, and roles by the Preservation Officers, in other words, tasks that reflect improvement in community thinking. For this section, please itemize special projects, products or projects starting or completing, meetings to be attended, regular work duties, etc., and specifically, ways in which the federal grant funds will help a project or program beneficial to the growth and development of the local program. Please tie your tasks to your community's Preservation Plan. If not, please explain.
(❒ Check if Scope of Work is continued on additional pages.)

The Cities of Billings and Laurel, Yellowstone County, and the Crow Tribal Council entered into an inter-local agreement in July 1993 establishing the Yellowstone Historic Preservation Board (YHPB). Along with the inter-local agreement, the four governmental entities adopted ordinances setting up a multi-government YHPB, appointed nine (9) qualified board members, and a Historic Preservation Officer. Since that time, the YHPB has been meeting monthly as warranted and has continued to develop and refine an encompassing Historic Preservation Program. The board continues to implement the 2016 Growth Policy for the Billings Urbanized Area. An area of the policy identified "Place Makers" as a community goal and states, "The Billings area should continue to make places that we all enjoy by preserving and improving public space as well as the natural and historic landscapes to bring the community together where people are comfortable and share activities. These places are ones that you go back to, share with visitors and recall when someone asks you to describe your community". One of the objectives includes protection and preservation such as historic preservation controls, preservation of view sheds, preservation of natural areas and the preservation of historic places.

This year the CLG funding for half-time staff is $12,000. The local cash match for these funds is provided by the City of Billings, City of Laurel, and Yellowstone County in the amount of $2,500. This amount combined with the $12,000 from the CLG provides $14,500 for consulting services for individual projects the board decides to undertake. In addition to the local funds, the Planning Division also provides in-kind match through the HPO salary, room usage, and supplies. Historic Preservation Board member's time is also counted toward the in-kind match. As mentioned above, the CLG and local funds are used to contract services and assist in carrying out the following activities:

- Assist the Board and Historic Preservation officer in undertaking action to meet short and long-range goals established by the Board.
- Provide professional services to assist the Board, Historic Preservation Officer, and the City in performing duties and responsibility identified in the City's Historic Preservation Ordinance MCA 27-500.
- Act as a historic preservation center by providing technical assistance, direction, and literature on the following:
    - Historic preservation tax credits
    - National Register
    - Federal historic preservation regulations, and
    - Secretary of Interior Standards related to historic preservation activities.
- Attend community meetings related to preservation activities, on behalf of the Board upon request.
- Plan and coordinate activities and publicity during National Preservation Week in May.
- Carry out the responsibilities for the CLG program as outlined in "The Certified Local Government Program in Montana".
- Submit semi-annual reports on the historic preservation efforts of the community carried out by the City under the CLG grant.

BUDGET

5-1-2026 to 4-31-2027 Budget	Cash Amount	Cash Source	In-kind Amount	In-kind Source	Total
A. Salaries, Wages, Benefits	$47,001.60	HPO $48.96/hr x 80 hrs/mo x 12 mos CI/CO			$47,001.60
B. Office Rental			$400.00 Conference Room @ 1 hr/mo x $50 / hr x 6 mtgs / yr	CI/CO	$300
C. Equipment					
D. Supplies & Materials Itemize major categories					
E. Postage					
F. Telephone & Internet					
G. Photocopies					
H. Preservation Commission Number of hours X * rate X number of members X number of meetings			$2,314.80 6 members x 2 hrs/mo x $32.15 x 6 mtgs/year	YHPB	$2,314.80

I. Volunteers Hours X * rate X number of volunteers.					
J. Travel Mileage Number of miles X $**0.725**. **Include funds for HPO and/or Commissioners to attend CLG annual training**			*	CI/CO	
K. Travel Meals # of Meals X rate: Breakfast - $11.20 Lunch - $13.30 Dinner - $19.60			*	CI/CO	
L. Lodging $110.00 plus tax X number of nights			*	CI/CO	
M. Project (s) Expenses – fully itemized	$6,000.00 $2,500.00 $6,000.00 Wayman Chapel	F CI/CO			$14,500.00
N. Other Expenses – fully itemized.					
M. Total Expenses					

SOURCE KEY:

F-Federal
CI-City
CO-County
NP- Private/Non-Profit

* Federally approved minimum rate for volunteers is $32.15 per hour.

SOURCES OF REVENUE/FUNDING	AMOUNT
Itemized Cash Match Source	
City of Billings (Tax ID#: 81600127)	$ 1,031.00
City of Billings	$47,001.60
City of Laurel	$469.00
Yellowstone County	$ 1,000.00
Itemized In-Kind Match Source	
Room rental for board meetings	$300.00
YHPB member time	$2,314.80
Federal HPF Grant Request from SHPO	
CLG funds: Standard $6,000 and $6,000 Wayman Chapel	$12,000
TOTAL REVENUE	$64,116.40

Certified Local Government
Historic Preservation Commission Chairperson or President

Signature _____ Date _____

Name (typed) __Linda Lien_____

Address __1906 Camden Drive Billings, MT 59102

Telephone _406-939-0961_____

* * * *

Yellowstone Historic Preservation Board Work Plan
2026-2027

Goals & Objectives:

I. Promote the preservation of historic buildings, sites or neighborhoods.

II. Increase community awareness on the benefits of historic preservation activities.

III. Promote increased awareness of preservation activities and the work of the YHPB through the four governing bodies represented on the Board.

IV. Comply with the duties and responsibilities of historic preservation organizations under the State Certified Local Government Program and the requirements of the Inter-local Agreement.

2026-2027 Projects

Install multiple signs at historic areas in Yellowstone County

Time Frame:	Complete nominations and signs in the 26-27 fiscal year
Who:	YHPB
Status	YHPB will have funding available to choose sites and create interpretive signs for the areas chosen.

Multiple Properties Documentation (MPD) Cohagen Houses

Time Frame:	Complete review by Summer 2026
Who:	YHPB, HPO/TBD, City of Laurel
Status:	This project is under contract and underway for the Cohagen houses in Billings

Assess Wayman Chapel damages to determine repairs needed

Time Frame:	Summer/Fall, 2026
Who:	YHPB, HPO
Status:	This is a short-term project to help the Wayman Chapel.

Complete an update to the YHPB Downtown Walking Tour Application. With funds from SHPO, this is currently being updated through the Western Heritage Center.

Time Frame:	Summer, 2026
Who:	YHPB, HPO
Status:	This is on an ongoing, as able, with funding project.

Install signage at Riverside Park in Laurel.

Time Frame:	Summer, 2027
Who:	YHPB, City of Laurel
Status:	Identifying what signage should be installed.

YHPB will look to develop a local program similar to the State Historic Preservation Offices' Montana Hidden History. Two suggestions have been a tour of the Lincoln Center Tunnels and a Cohagen House Tour. This would be an opportunity for the YHPB to generate some income towards historic preservation activities, such as funds for local match of grants, program development, limited survey and national register work, etc.

Time Frame: Throughout 2026-27 and beyond – Lincoln Center Tunnels during May (Preservation Month)
Who: YHPB, HPO
Status: Early stages of discussion and development

Update and improve the YHPB web presence. The YHPB would like to have a better face on the internet and provide those seeking information about the many historic items in Yellowstone County and Billings, an easy to navigate formatted page.

Time Frame: Through fall of 2026
Who: YHPB, HPO
Status: An additional page has been added to link with projects where the YHPB has been involved.

Annual Board Activities

1. **Continue the review of building permits submitted for properties located within the designated historic district.**

Time Frame: Ongoing
Who: Committee and HPO

2. **Continue the review of Community Development Block Grant rehabilitation projects as needed.**

Time Frame: Ongoing
Who: YHPB

3. **To continually update the local governing bodies of the activities undertaken by the YHPB, annual PowerPoint Presentations will be made to the City of Billings, the City of Laurel and Yellowstone County.**

Time Frame: Yearly
Who: Chair/ HPO
Status: The scheduling of these meetings will take place yearly during spring.

4. **To provide up to date information to the general public, continually update the web site and social media sites on activities and programs.**

Time Frame: Ongoing
Who:

5. **Provide resources to property owners who are interested in listing a property to the National Register. Including State Historic Preservation Office contacts, literature and technical assistance.**

Time Frame: Ongoing
Who: YHPB Board/HPO

6. **Expand YHPB meetings to alternate locations. To take advantage of some of our many historic venues, the board wishes to expand meetings to alternate locations.**

Time Frame: Ongoing
Who:

7. **Due to a loss of potential historic buildings within the City of Billings, an effort is being made to notify WHC and a member of the board about upcoming demolitions. The Building Division notifies HPO on the release of demolition permits, HPO notifies members of the demolition and a determination is made to either document/photograph building.**

Time Frame: Ongoing
Who: HPO/ Board

8. **Continue exploration of grant opportunities to provide additional funds to the YHPB for historic preservation projects.**

Time Frame: Ongoing
Who: HPO

9. **Consultant, Historic Preservation Officer and YHPB will attend training meetings as needed. Historic Preservation Officer will attend the required annual Montana State Historic Preservation Conference.**

Time Frame: Ongoing
Who: HPO

10. **To provide a forum for Historic Preservationist to share their successes and discuss projects and to present historic preservation awards, continue to host the Historic Preservation Roundtable yearly.**

Time Frame: Yearly
Who: HPO/Board
Status: Preservation Month - March

11. **Celebrate National Historic Preservation Month. Board will decide on a program, speakers and other events to commemorate this event.**

Time Frame: Yearly
Who: Committee
Status: This event will occur yearly during May.

12. **YHPB will investigate and identify opportunities to display the YHBP banners.**

Time Frame: Yearly
Who: YHPB, HPO

Consent 1. F.

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: Park Bench Donation
PRESENTED BY: Brad Wright
Department: Parks/Rec/Public Lands
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Parks, Recreation and Public Lands (PRPL) Department requests and recommends that Council accept the donation and installation of a park bench by Mr. Doug James.

EXECUTIVE SUMMARY

PRPL routinely gets requests for memorial benches to be placed on trails. This donation meets all PRPL requirements for such action. This donation comes at no cost to the City of Billings or the PRPL department.

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

PRPL has been presented with a donation of a new park bench, including its installation The new park bench would be located on the Billings Bench Water Association (BBWA) Trail near the West Park Village. PRPL has reviewed the location and found it suitable for a new bench. The bench will offer a resting area for trail users and the residents of West Park Village. Please see the link to the park bench below. The donor will be allowed to pick the color and the length.

https://www.belson.com/Coated-Steel-MOD-Benches-with-Back-Expanded-Metal

FISCAL EFFECTS

The cost and installation of the bench will be at no cost to the City of Billings or PRPL. PRPL does not expect to hire any FTEs and there is little to no increase in budget spending for the bench. Any maintenance needs can be addressed by the PRPL employee working in that zone.

STAKEHOLDERS

City of Billings
PRPL department
Trail Users
Residents of West Park Village
Mr. Doug James

ALTERNATIVES

CIty Council may:

- approve and accept the donation of a new bench and its installation; or
- may disapprove and reject the donation of a new park bench along BBWA trail.

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: Preliminary Plat Extension Request for Annafeld North Subdivision, 2nd Filing
PRESENTED BY: David Green
Department: Planning & Community Services
Presentation: No
Legal Review: No
Project Number: PZX-20-00262

RECOMMENDATION

Staff recommends the City Council approve the preliminary plat extension request for Annafeld North Subdivision, 2nd Filing.

EXECUTIVE SUMMARY

The applicant, McCall Development, has requested a two (2) year extension to the final plat date for Annafeld North Subdivision, 2nd Filing. The original preliminary approval was March 22, 2021. An extension was granted moving that date to March 22, 2026. The applicant is asking for two more years, moving the date to March 22, 2028. The reason for the preliminary plat extension request, as stated by the applicant, is due to slowing demand for the lots within this filing and increased interest rates. The subdivision will create 50 lots for residential and commercial development.

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

On February 9, 2026, the Planning Division received an extension request from Brad McCall, McCall Development, asking for a two (2) year extension to the final plat of Annafeld North Subdivision, 2nd Filing. The subdivision received preliminary plat approval on March 22, 2021. This approval put the final plat date out to March 22, 2024. The applicant requested a two (2) year extension of that deadline. The request was granted putting the final plat date at March 22, 2026. The applicant is now asking for an additional extension that will place the final plat out to March 22, 2028.

The proposed plat creates 50 lots for residential and commercial development. The subdivision is on the north side of Elysian Road, across from Annafeld subdivision.

The applicant states "The reason for the preliminary plat extensions is due to slowing demand for the lots within this filing and increased interest rates. However, based on the current sales, we are optimistic we will begin design and construction of Annafeld North Subdivision, 2nd Filing later this year."

FISCAL EFFECTS

The extension request for this subdivision will have no financial impact on the Planning Division.

STAKEHOLDERS

As of the writing of this report, the Planning Division has received no comments.

ALTERNATIVES

The City Council may approve or disapprove of the preliminary plat extension request of Annafeld North Subdivision, 2nd Filing. The City of Billings Subdivision Regulations state the following: "The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period, the governing body may, at the request of the subdivider, extend its approval for a mutually agreed-upon period of time. The governing body may issue more than one extension per BMCC 23-302. M.

"When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:
1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;
2. Progress to date in completing the subdivision as a whole and any phases;
3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;
4. Dependence of infrastructure development on the subdivision;
5. Duration of the requested extension;
6. Demonstrated ability of the subdivider to complete the subdivision;
7. Such other factors or criteria as deemed material in the discretion of the governing body.

See attachment Extension Review Criteria, which reviews the above seven criteria.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA).

Staff found no reason under the extension criteria to deny this extension of the final plat approval for Annafeld North Subdivision, 2nd Filing, Preliminary Plat.

Attachments

Proposed Plat
Preliminary SIA
Extension Request
Extension Review Criteria
Preliminary Conditions of Approval
Previous Extension approval letter

PRELIMINARY PLAT OF

ANNAFELD NORTH SUBDIVISION, SECOND FILING

BEING LOT 5, BLOCK 3, OF ANNAFELD NORTH SUBDIVISION, FIRST FILING, BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : MCCALL DEVELOPMENT, LLC

PREPARED BY : SANDERSON STEWART

DECEMBER, 2020

BILLINGS, MONTANA

- ○ FOUND SURVEY MONUMENT, REBAR WITH "SANDERSON STEWART" CAP OR AS NOTED.
- □ EXISTING BRASS CAP IN CAST IRON MONUMENT BOX.
- ⨯ SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- ■ SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

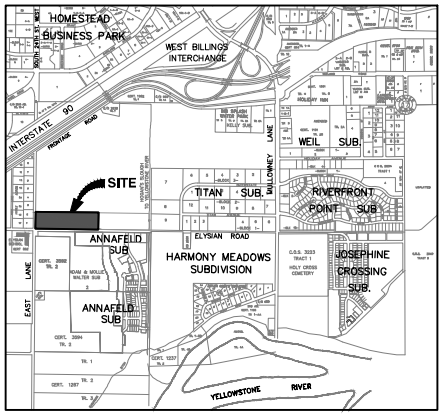
PLAT DATA

GROSS AREA	= ±9.03 ACRES
NET AREA	= ±5.69 ACRES
NUMBER OF LOTS	= 50
MINIMUM LOT SIZE	= 2,758 SF
MAXIMUM LOT SIZE	= 9,393 SF
LINEAL FEET OF STREETS	= 1,732 L.F.
PARKLAND REQUIREMENT	= ±0.626 ACRES
PARKLAND DEDICATION	= ±0.368 ACRES WITH EXCESS DEDICATION WITH ANNAFELD NORTH, 1ST FILING
EXISTING ZONING	= NEIGHBORHOOD COMMERCIAL
SURROUNDING ZONING:	
NORTH	= HIGHWAY COMMERCIAL
SOUTH	= P.U.D
EAST	= NEIGHBORHOOD COMMERCIAL
WEST	= RESIDENTIAL 15000
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= RESIDENTIAL/COMMERCIAL

NORTH

50 25 0 50 100

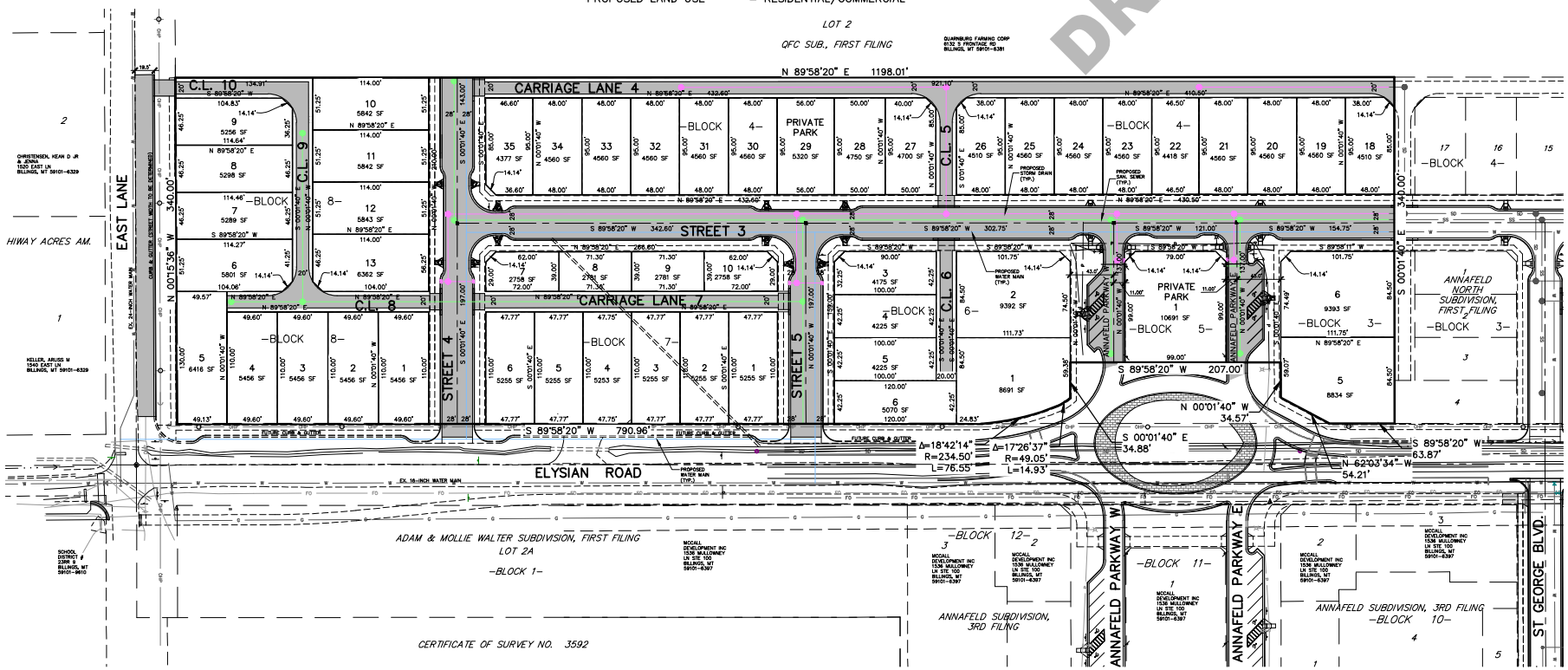
SCALE: 1"=50'



VICINITY MAP

NOT TO SCALE

DRAFT



16001_113_PRE PLAT 2ND.DWG 16001.113 12/04/2020 BG

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS ANNAFELD NORTH SUBDIVISION, SECOND FILING

CITY OF BILLINGS

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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS ANNAFELD NORTH SUBDIVISION, SECOND FILING

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between **MCCALL DEVELOPMENT, INC.**, whose address for the purpose of this agreement is 1536 Mullowney Lane, Suite 100; Billings, Montana 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of Annafeld North Subdivision, Second Filing located in Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the __ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of Annafeld North Subdivision, Second Filing; and

WHEREAS, at a regular meeting conducted on the __ day of _____, 20__, the City Council conditionally approved a preliminary plat of Annafeld North Subdivision, Second Filing; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to Annafeld North Subdivision, Second Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules,

regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

None requested

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.

B. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

C. Lot owners should be aware that this subdivision is built with a "traditional neighborhood" design. The dwellings will have the garage set in the rear of the lots. The access will be provided to the garages by means of a paved alley.

D. Lot owners should be aware that this subdivision is adjacent to wildlife habitat. Consequently, owners are advised that wildlife indigenous to the area is found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. 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. Any impacts associated with wildlife and any damage arising there from is the responsibility of the lot owners.

E. No water rights have been transferred to the individual lot owners but may be held by the Subdivider and/or the homeowners association. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners without the permission of the controlling ditch company.

F. Lot owners should be aware they may be required to participate in a park maintenance district administered by the homeowners association for Annafeld North Subdivision, Second Filing.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28-201, BMCC and detailed in the City of Billings *Stormwater Management Manual.*

H. Lot owners should be aware that Hogan's Slough adjacent to the subdivision is a major stormwater outfall for Billings west end. There is a possibility that the slough could overtop during a major storm event. Based upon the existing topography near Hogan's Slough and the Elysian Road Bridge, it is anticipated that the channel would overtop northeast of Elysian Road and flow east prior to overtopping Elysian Road. There is the possibility however that Elysian Road could be overtopped during a major storm event. If that occurs, flows not carried within the Hogan's Slough channel would be carried within the subdivision streets. The elevation of residential dwellings and commercial structures must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm. Higher house finished floor elevations may be required on a lot by lot basis.

I. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual.*

III. TRANSPORTATION

A. Streets

1. All internal access roads and site improvements within the subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, International Building Code, the *Stormwater Management Manual*, and other applicable City codes, rules, and regulations.

2. All internal streets (excluding Annafeld Parkway East and Annafeld Parkway West) within the subdivision shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All public roads will be built to provide a 34-foot back-to-back curb street width. The design cross-sections of said streets shall be submitted to, and approved by, the City of Billings Public Works Department. The street improvements will be completed by private contract or SID.

3. Annafeld Parkway East and Annafeld Parkway West will be designed for one-way traffic with 45 degree turn parking. The street shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. The design cross-section of said street shall be submitted to, and approved by, the City of Billings Public Works Department. The street improvements will be completed by private contract or SID.

4. Elysian Road is designated as a collector on the Billings/Yellowstone County Functional Classification Map. Curb and gutter will be constructed on the north side of Elysian Road adjacent to the Second Filing. Improvements will also include the construction of necessary pavement widening to construct westbound travel lane, center turn lane/center median and parking lane adjacent the subdivision. A full access will be provided at Elysian Road and Street 4 (temporary name). A restricted right in right out access with a center median will be provided at Street 5 (temporary name) and Elysian Road. A roundabout will be constructed at the intersection of Elysian Road and Annafeld Parkway East and West. Storm drain shall be installed as necessary, draining directly to Hogan's Slough and/or routed internally through the subdivision. The design cross-section of said street shall be submitted to, and approved by, the City of Billings Public Works

Department. Elysian Road improvements will be completed by private contract or SID.

5. East Lane is designated as a collector on the Billings/Yellowstone County Functional Classification Map. Curb and gutter will be constructed on the east side of East Lane adjacent to the Second Filing. Improvements will also include the construction of necessary pavement widening to construct northbound travel lane, center turn lane/center median and parking lane adjacent the subdivision. Storm drain shall be installed as necessary, draining directly to Hogan's Slough and/or routed internally through the subdivision. The design cross-section of said street shall be submitted to, and approved by, the City of Billings Public Works Department. East Lane improvements will be completed by private contract or SID.

6. A traffic accessibility study has been completed for the Annafeld North Subdivision, Second Filing. 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 Annafeld North Subdivision, Second Filing, the percent of traffic contribution and associated costs to these intersections is as follows:

   Intersection and traffic contributions to be determined.

   These cash contributions for the intersection improvements will be made prior to final plat approval. The percentage contributions and dollar amounts are as outlined within the Traffic Impacts Study for Annafeld North Subdivision, Second Filing as submitted with the preliminary plat.

B. Alleys

All alleys within the subdivision shall be built to grade with a satisfactory subbase, base course, and asphalt surface or concrete surface. All alley approaches constructed with asphalt shall be replaced with concrete by the Subdivider at the time when home construction is complete. In the event asphalt approaches within the subdivision are not replaced with concrete within three years of the date of recording of the final plat, the City may construct the concrete approaches and assess the Subdivider for the costs associated with the approach construction. Alley pavement widths shall be 12-feet. The design cross-sections of said alleys shall be submitted to, and

approved by, the City of Billings Public Works Department. No trees are allowed to be planted in the alley. In addition, no shrubs taller than two feet are allowed to be planted in alleys.

C. Sidewalks

Subdivider shall install handicap access ramps, where necessary, during street construction. Construction of sidewalks along frontage of the lots shall be installed by the lot owner at the time of lot development. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. Developer shall construct the 5-foot wide boulevard sidewalk adjacent to private parks (Lot 29, Block 4 and Lot 1, Block 5) at the time of private park development.

In the event that portions of the required sidewalks within the subdivision are not constructed within three years of the date of recording of the final plat, the City may construct the remaining sidewalks and assess the individual lot owners for the costs associated with the sidewalk construction.

D. Street Lighting

Street lighting is not required for this subdivision; however, it is anticipated that street lighting will be installed for First Filing by private contract or SID. A Street Light Maintenance District will be created for operation and maintenance of the lighting at a future date and is included in the waiver of right to protest.

E. Traffic Control Devices

1. 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.

2. No traffic signals are required within this subdivision.

3. The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual on Uniform Traffic Control Devices and approved by the City of Billings Public Works Department.

F. Access

Access to the subdivision will be provided by Annafeld Parkway East and West, Street 4 (temporary name) and Street 5 (temporary name). Alley access is also provided to all residential lots within the subdivision.

G. Billings Area Bikeway and Trail Master Plan

A multi-use trail has been constructed along the south boundary of Elysian Road. Said multi-use trail extends from the east boundary of the subdivision to the easterly right-of-way line of East Lane.

H. Public Transit

There are no MET Transit routes that service this subdivision at this time. The nearest established route is at the intersection of Elysian Road and Mullowney Lane. No improvements with regard to MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICE

A. Fire Hydrants

Emergency service will be provided by the City. Placement of fire hydrants will be as required by the City of Billings Fire Department.

B. Construction of Buildings

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

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150-feet of the furthest portion of a building under construction as measured along the approved route.

- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-foot-wide.
- An operational fire hydrant shall be located within 600-feet of the furthest portion of a residence under construction, or within 400-feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

C. Building Location

All buildings shall be located on each lot so that the furthest portion of each building is within 150-feet from an approved fire department access road over an approved route excluding all carriage lanes and alleyways.

V. STORM DRAINAGE

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to the detention facility that is located within the Annafeld North Ssubdivision, First Filing, in a private park on Lot 14, Block 1. This detention facility in Annafeld North Subidivison, First Filing has been sized to accept additional runoff generated from Annafeld North Subdivision, Second Filing. The detention facility on site will be sized to store the stormwater generated by Annafeld North Subdivision, First and Second Filing. Treatment for the water quality runoff will be provided in the stormwater detention facility. The stormwater detention facility will discharge to Hogan's Slough. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The stormwater detention area is located within a private park lot deeded to the Annafeld North Subdivision HOA and will be an integral part of the public street drainage system. The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the stormwater detention area and associated drainage facilities shall be by the Annafeld North Subdivision HOA.

VI. UTILITIES

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

The Subdivider/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new water and/or sanitary sewer service connections are made.

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

A. Water

The Annafeld North Subdivision water system consists of a series of looped water mains located in each of the local streets. The subdivision water system will consist of new 8-inch water mains in Street 3 (temporary name), Street 4 (temporary name) and Street 5 (temporary name). A new 8-inch water main will also be installed parallel to the existing 16-inch water main Elysian Road to serve Lots 1-6, Block 7 and Lots 1-5, Block 8. A stub for future connection will be provided in Street 4 (temporary name).

B. Sanitary Sewer

Sanitary sewer service to Annafeld North Subdivision, Second Filing will be provided by connecting to the existing 8-inch sanitary sewer main located in the Street 3 (temporary name). A stub for future connection will be provided in Street 4 (temporary name). All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

Private utility facilities currently exist to serve the subdivision. The private utility facilities will be installed within the alley right-of-way and by easements included on the plat, as requested by the utility companies, to provide routes to the alleys.

VII. PARKS/OPEN SPACE

Per Section 76-3-621 of the Montana Code Annotated, 0.626 acres of parkland dedication is required for Annafeld North Subdivision, Second Filing. The parkland provided with the platting of Annafeld North Subdivision, Second Filing is 0.368 acres. The remaining parkland was previously dedicated with Annafeld North Subdivision, First Filing. The Subdivider proposes to dedicate land as private parks. The private parks will be maintained by the Annafeld North Subdivision Homeowners Association (HOA).

VIII. HOMEOWNER'S ASSOCIATIONS

A homeowner's association (HOA) will be established for this subdivision. The HOA will have the following responsibilities:

A. Contact Information

HOA shall provide contact information of the senior board official to the City Engineering Department upon the establishment of the HOA and/or changing of board members.

B. Stormwater Drainage Facilities

The HOA shall be responsible for the maintenance of the mechanical filtration stormwater manholes. The HOA shall share the cost of maintenance of the community stormwater facilities.

IX. POSTAL DELIVERY

The Subdivider shall provide centralized delivery boxes with sufficient pullout to accommodate a mail carrier vehicle. The location of the boxes shall be reviewed and approved by the United States Postal Service.

X. SOILS/GEOTECHNICAL STUDY

A soils/geotechnical study is being performed for the subdivision. The report dated December 2020, will be available for review at the City of Billings Planning Department. Lot owners and contractors/builders will be encouraged to review the report and its recommendations.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said 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 one 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 Second above written.

"SUBDIVIDER" **MCCALL DEVELOPMENT, INC.**

By:_____

Its:_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____of **MCCALL DEVELOPMENT, INC.** who executed the foregoing instrument and acknowledged to me that he/she executed the same.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

The real property hereinabove mentioned that is the subject of this waiver is more particularly described as follows:

ANNAFELD NORTH SUBDIVISION, SECOND FILING

SUBDIVIDER/OWNER **MCCALL DEVELOPMENT, INC.**

By:_____

Its:_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the person who executed the foregoing instrument as the _____ of **MCCALL DEVELOPMENT, INC.** and acknowledged to me that he/she executed the same.

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

_____
Notary Public in and for the State of Montana
Printed Name:_____
Residing at:_____
My commission expires:_____

February 6, 2026

Mr. Dave Green
City of Billings
Planning and Community Services Department
2825 3rd Avenue North, 4th Floor
Billings, MT 59101

Reference: Annafeld North Subdivision, 2nd Filing
Request for Extension of Preliminary Plat Approval
Project No. 16001.113

Dear Dave:

We are requesting an additional two-year extension for the preliminary plat approval of Annafeld North Subdivision, 2nd Filing, which currently expires March 22, 2026. The original preliminary plat approval for Annafeld North Subdivision, 2nd Filing was obtained on March 22, 2021, and we previously received a 2-year preliminary plat approval extension. The reason for the preliminary plat extensions is due to slowing demand for the lots within this filing and increased interest rates. However, based on the current sales, we are optimistic we will begin design and construction of Annafeld North Subdivision, 2nd Filing later this year. The requested two-year extension would make the expiration of the Annafeld North Subdivision, 2nd Filing preliminary plat approval March 22, 2028.

We appreciate your time and consideration of this request. Please feel free to contact me if you have any questions.

Sincerely,

Brad McCall
McCall Development

Preliminary Plat Approval Extension Request—Review Criteria

Annafeld North Subdivision, 2nd Filing

When considering a request for an extension of the preliminary plat approval period, the City Council may use the following criteria to evaluate the request. Below each criterion, staff has provided some information for Council to consider.

1. *Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;*

   The preliminary plat for Annafeld North Subdivision, 2nd Filing, was conditionally approved March 22, 2021. Since that time, changes to the City Subdivision Regulations have been made. The subdivision regulations were updated in October 2024. The new regulations regarding roads, lighting, parkland dedication and traffic studies are the main changes that would affect this subdivision. Lighting; this developer has been installing street lights with all the other filings of Annafeld. They will be doing that with this filing also. A TIS was provided for the initial subdivision. Any future development proposed in the subdivision may require a TIS update. At that time, they will work with City Engineering on requirements for an updated TIS. This is a major subdivision and does require parkland. The applicant is providing parkland, as shown on the plat. None of the new subdivision regulations will cause this proposed subdivision to be out of compliance.

2. *Progress to date in completing the subdivision as a whole and any phases;*

   The developer of the proposed subdivision has been constructing buildings, homes and commercial in the Annafeld Subdivision to the south. As explained in the letter from the applicant things have slowed down some causing them to have more inventory than they need at this time. They do hope however, to be able to begin the major work on this subdivision before the end of this year.

3. *Phasing of the subdivision and the ability for the existing development to operate without the delayed development;*

   The subdivider has not proposed to phase this subdivision, but will develop all the proposed lots when the final plat is completed. This subdivision was not proposed to be completed in phases.

4. *Dependence of infrastructure development on the subdivision;*

   The subdivision improvements consist mostly of water, sewer and storm water management. Roads within the subdivision will be local roads with carriage lanes (alleys) with parking facilities for commercial buildings and garages for the residential development. Delay of the subdivision should not have a negative impact on infrastructure development needs.

5. *Duration of the requested extension;*

   The subdivider has requested an additional two years. The current extension will end on March 22, 2026. The extension request will put the required final plat date at March 22, 2028.

6. *Demonstrated ability of the subdivider to complete the subdivision.*

   The subdivider has a history of developing in the City of Billings over the past 20 years. They have indicated that as soon as they have a pick up with demand for lots they will be able to file the final plat. They believe those factors will be met within the two-year extension time.

7. *Such other factors or criteria as deemed material in the discretion of the governing body.*

   The applicant has a reputation of providing desirable housing and business options for the people of Billings and they will continue to do so with this subdivision. There are no other factors or criteria that are material to this project.

CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390

March 22, 2021

McCall Development
c/o Sanderson Stewart
1300 Transtech Way
Billings, MT 59102

Dear Applicant:

On March 22, 2021, the Billings City Council conditionally approved the preliminary plat of Annafeld North Subdivision, 2nd Filing, subject to the following conditions of approval:

1. To minimize impacts on storm water detention facilities and ensure proper maintenance of the proposed system, prior to final plat approval, the applicant will provide an HOA Storm Water Facility Maintenance Agreement for review by City of Billings Engineering Division. This agreement shall outline the maintenance responsibilities of the storm water facilities.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: Sanderson Stewart

Planning & Community Services Department

"Serving Billings, Broadview and Yellowstone County"

2825 3rd Ave. North, 4th Floor
Billings, MT 59101
Phone: (406) 657-8246
Fax: (406) 657-8327

High Sierra Subdivision 9th Filing

McCall Homes
1536 Mullowney Lane Sute 100
Billings, MT 59101

February 6, 2024

Dear Mr McCall;

This letter is to inform you that your request to extend the preliminary plat approval for Annafeld North Subdivision, 2nd Filing for two additional years has been approved. The Billings City Council granted your request at their meeting on January 22, 2024, and extended the conditinal approval of the preliminary plat until March 22, 2026.

If you have any questions, feel free to give me a call 247-8666.

Sincerely,

Dave Green
Planner II

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: Resolution Establishing An Ad-Hoc Information Technology Advisory Commission (ITAC)
PRESENTED BY: Chris Kukulski, City Administrator
Department: City Hall Administration
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Approve the creation of an ad-hoc Information Technology Advisory Commission (ITAC) to serve in an advisory capacity to City Council on matters related to technology strategy, governance, and digital services.

EXECUTIVE SUMMARY

Technology systems and digital services now support nearly every function of municipal government, including public safety operations, financial management, infrastructure systems, resident services, and internal administrative processes. Cities must continuously adapt to evolving challenges related to cybersecurity, data governance, artificial intelligence, and digital service delivery.

The ITAC will provide City Council with access to community expertise and strategic insight to help ensure the City makes informed, responsible, and forward-looking decisions related to technology investments and policies.

The ITAC will serve as an advisory body to Council and will help strengthen long-term technology governance, improve transparency, and ensure the City is positioned to take advantage of opportunities to improve services for residents. This is consistent with council member Lindley's initiative that was unanimously approved by council earlier this year.

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

Local governments increasingly rely on complex technology systems to deliver essential services and operate efficiently. These systems require thoughtful governance, long-term planning, and ongoing evaluation to ensure they continue to meet the needs of the community while managing risk and cost.

Many cities have established technology advisory bodies that allow them to draw on expertise within the community to supplement staff knowledge and provide strategic insight to elected officials. These commissions bring together professionals from the technology sector, business community, and educational institutions to provide perspective on emerging trends, best practices, and opportunities for innovation.

The Information Technology Advisory Commission (ITAC) will provide Council with a structured forum to engage local expertise while maintaining appropriate boundaries between policy oversight and operational management. The commission will serve strictly in an advisory capacity and will not direct staff work or make operational decisions.

The ITAC will focus on several key areas:

- Identifying opportunities to improve resident-facing digital services and accessibility
- Supporting responsible evaluation and governance of emerging technologies, including artificial intelligence and data use
- Strengthening long-term technology planning and governance practices
- Identifying opportunities to leverage partnerships with local technology leaders, businesses, and educational institutions

The ITAC will help ensure that technology decisions made by the City are informed by both internal expertise and the broader knowledge available within the community.

FISCAL EFFECTS

The InformationTechnology Advisory Commission will operate primarily in an advisory capacity and is expected to have minimal direct fiscal impact. Typical costs associated with advisory commissions are limited to administrative coordination, meeting logistics, and standard public meeting support.

If Council proceeds with establishing the commission, any anticipated administrative or operational costs will be identified during implementation.

STAKEHOLDERS

Stakeholders who will have an interest in or contribute to the work of the Information Technology Advisory Commission include:

- City Council
- City Administration and Department Leadership
- Information Technology Department
- Local technology professionals and industry leaders
- Educational institutions and workforce development organizations
- Local businesses and startups in the technology sector
- Residents who rely on digital services to interact with the City

ALTERNATIVES

City Council may:

1. Approve the creation of an ad-hoc Information Technology Advisory Commission; or
2. Deny the creation of an ad-hoc Information Technology Advisory Commission.

Attachments

DRAFT Resolution

RESOLUTION 26-_____

A RESOLUTION ESTABLISHING AN AD-HOC INFORMATION TECHNOLOGY ADVISORY COMMISSION (ITAC) TO ASSIST WITH CITYWIDE TECHNOLOGY AND CYBERSECUIRTY AND DIGITAL SERVICES DECISION-MAKING

WHEREAS, the City Council of the City of Billings, Montana seeks to enhance its decision-making capacity regarding technology, cybersecurity, and digital services through expert, non-binding guidance from local technology professionals; and

WHEREAS, the creation of a temporary ad-hoc Information Technology Advisory Commission (ITAC) will serve to establish a citywide technology and cybersecurity maturity baseline, improve resident-facing digital services, develop a responsible framework for the use of artificial intelligence and data, strengthen technology governance and decision-making, and identify opportunities to leverage local technology talent and partnerships; and

WHEREAS, the Commission shall operate with a clearly defined scope, limited term, and built-in accountability mechanisms to ensure public trust and administrative efficiency; and

WHEREAS, the Commission's role is strictly consultative to City Council and shall not interfere with City staff operational authority or decision-making.

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

1. ESTABLISHMENT OF THE TECHNOLOGY ADVISORY COMMISSION. The City Council hereby establishes the Technology Advisory Commission as a temporary, advisory body to provide expert, non-binding guidance to City Council within four defined focus areas:

- Improving resident-facing digital services;
- Developing a responsible framework for the use of artificial intelligence and data;
- Strengthening technology governance and decision-making; and
- Identifying opportunities to leverage local technology talent and partnerships.

2. COMPOSITION. The Information Technology Advisory Commission (ITAC) shall consist of five to seven technology professionals appointed by the Mayor with consent of Council. Members shall serve one two-year term commencing upon

appointment and concluding on the last day of the second calendar year following appointment.

3. MEMBER QUALIFICATIONS AND COMPENSATION. Members shall be selected based on professional expertise, knowledge relevant to the Commission's focus areas, and commitment to the City's technology priorities. Members shall serve on a volunteer basis and shall receive no compensation for their service.

4. SCOPE AND LIMITATIONS. The Commission's role is strictly consultative to City Council. The Commission:

- May receive high-level information from City staff and engage in dialogue during public meetings for context and understanding, with care taken to avoid discussion of sensitive security details.
- Shall not direct staff work, interfere with operational decisions, or substitute for staff expertise or authority.
- Shall not review, request, or publicly discuss sensitive cybersecurity configurations, vulnerabilities, incident details, or other protected security information.
- Shall focus on governance, policy, maturity assessment, and strategic planning rather than operational or technical implementation.
- Shall not expand its scope beyond the five defined focus areas without direction from City Council.
- Shall conduct its activities in accordance with City meeting procedures, public notice requirements, and applicable laws related to confidential or protected information.

5. STAFF SUPPORT AND COORDINATION. The City Council directs the City Administrator to ensure that the City's Information Technology Director and relevant technology personnel collaborate with the Technology Advisory Commission by:

- Providing reasonable access to information necessary for the Commission's advisory functions;
- Participating in Commission meetings as appropriate;
- Offering subject matter expertise when reasonably available.

Staff support is expected to require limited, periodic involvement, with primary involvement from the Information Technology Director or designee estimated at approximately 2–4 hours per month, assuming quarterly or bi-monthly Commission meetings.

6. MEETINGS AND OPERATIONS. The Commission shall establish a meeting schedule no less frequently than quarterly. The Commission shall develop operating

procedures consistent with City Council direction and applicable City ordinances, and shall comply with all notice and public meeting requirements under Montana law.

7. REPORTING REQUIREMENTS. The Commission shall submit written interim updates to City Council at least every six months during its two-year term. In the first update to City Council the Commission shall provide a list of structured objectives that it will work on during the tenure of the Commission. No later than 90 days prior to the end of its term, the Commission shall submit a final written report to City Council summarizing its work, outcomes achieved relative to the defined focus areas, and recommendations for future technology priorities within those same areas. The final report shall also include a recommendation regarding continuation, modification, or sunset of the Commission, and a recommended 12-24 month work plan to implement any recommendations.

8. SUNSET AND REAUTHORIZATION. The Commission shall automatically sunset at the conclusion of its two-year term unless reauthorized by City Council. City Council may, by resolution, reauthorize the Commission for an additional term on such terms and conditions as City Council may prescribe.

9. COSTS. The Commission is expected to operate with minimal to no direct costs beyond staff time. Members will serve without compensation. Any recommendations by the Commission requiring new or unbudgeted expenditures shall require separate approval by City Council prior to implementation.

10. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the _____ day of _____, 2026.

CITY OF BILLINGS

By: _____
Mike Nelson, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: Payment of Claims for week of February 23rd, 2026
PRESENTED BY: Erin Watterud
Department: Finance
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION
Staff recommends Council approve the Payment of Claims

EXECUTIVE SUMMARY
Claims in the amount of $1,801,499.86 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.

Attachments

CouncilMemo wk of 02232026

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/23/2026	887427	A & E Architects	Tax Incrmnt S	$ 26,743.75	Amend park recreation campus architectural agreement
02/23/2026	887428	A+ Electric Motor	Water	$ 9,699.83	WTP Air Scour Blower Motor Rebuild
02/23/2026	887430	Air Controls-Billings	Public Safety	$ 2,954.32	Station 5 Plumbing Work for washroom and dishwasher
02/23/2026	887430	Air Controls-Billings	Public Safety	$ 155.00	Work order charge for leaking hose big at station 2
02/23/2026	887432	All Star Custom Seamless Rain Gutters	Wastewater	$ 1,215.00	Installed gutter/spout system on back of
02/23/2026	887432	All Star Custom Seamless Rain Gutters	Water	$ 3,645.00	Installed gutter/spout system on back of
02/23/2026	887433	Alpha Overhead Door	Transit	$ 1,695.00	41943733 garage door opener
02/23/2026	887433	Alpha Overhead Door	Transit	$ 1,967.00	42446616 garage door
02/23/2026	887435	Ascentis Corporation	General	$ 35,420.00	NOVA Time Standard Service SFTP Service, Adv Scheduler
02/23/2026	ACH	Askin Construction	Airport	$ 9,929.56	Retainage Release
02/23/2026	ACH	Askin Construction	Airport	$ 22,199.52	Runway 7/25 Reconstruction & Extension Project - Fed
02/23/2026	ACH	Askin Construction	Airport	$ 1,168.40	Runway 7/25 Reconstruction & Extension Project - Loc
02/23/2026	887441	Boomers Garage N Shop Supplies	Solid Waste	$ 889.92	work gloves
02/23/2026	887441	Boomers Garage N Shop Supplies	Street/Traffic	$ 1,796.70	reflectors for Islands
02/23/2026	887441	Boomers Garage N Shop Supplies	Water	$ 370.00	18" traffic cone (orange) P/N: 111-305-00220
02/23/2026	887441	Boomers Garage N Shop Supplies	Water	$ 197.34	V-GARD HARD HAT - WHITE P/N: 111-305-00840
02/23/2026	887441	Boomers Garage N Shop Supplies	Water	$ 378.90	V--GUARD HARD HAT-FULL BRIM- BLUE P/N: 454-475369
02/23/2026	887442	Brenntag Pacific	Wastewater	$ 6,075.00	Trans 10-D defoamant for centrifuge oper
02/23/2026	887450	Cats Arms	Public Safety	$ 49.75	Magpul PMAG 30 AR/M4 GEN M2 MOE
02/23/2026	887450	Cats Arms	Public Safety	$ 54.75	Magpul PMAG 30 AR/M4 GEN M3
02/23/2026	887450	Cats Arms	Public Safety	$ 6,499.75	Patrol Three SBR* - Billings Edition - FET Exempt Billings
02/23/2026	887450	Cats Arms	Public Safety	$ 5,849.75	Patrol Three SBR* - Billings Edition - FET Exempt Billings
02/23/2026	887450	Cats Arms	Public Safety	$ 179.75	Savior / SWS Tactical Case
02/23/2026	887450	Cats Arms	Public Safety	$ -	Savior/ SWS tactical case-
02/23/2026	887450	Cats Arms	Public Safety	$ 3,049.75	SWS MCTR QD w/ flash hider
02/23/2026	887450	Cats Arms	Public Safety	$ 3,079.75	SWS MCTR QD w/ Flash Hider
02/23/2026	887460	Dakota Supply Group	Street/Traffic	$ 280.53	materials for storm line replacement
02/23/2026	887460	Dakota Supply Group	Street/Traffic	$ 2,156.62	Pipe for new storm drain on Silver Spur
02/23/2026	887460	Dakota Supply Group	Wastewater	$ 109.96	Fitting for Sewer
02/23/2026	887460	Dakota Supply Group	Wastewater	$ 1,085.05	Ready Rod for shop
02/23/2026	887460	Dakota Supply Group	Water	$ 1,440.30	6" PVC Pipe - CLASS 200-SDR-14-C900- FOR WATER
02/23/2026	887460	Dakota Supply Group	Water	$ 1,085.06	Ready Rod for shop
02/23/2026	887461	Dell Computer	Planning	$ 127.74	1 -24" Monitor -Lora Mattox

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/23/2026	887461	Dell Computer	Public Safety	$ 1,455.65	Dell Pro Max 14" Laptop -Krivitz Police
02/23/2026	887461	Dell Computer	Water	$ 7,823.93	WO 19-42 Logic & HM1 Programming worksta
02/23/2026	887463	Desert Mountain	Street/Traffic	$ 4,889.28	Road Salt
02/23/2026	887463	Desert Mountain	Street/Traffic	$ 5,649.60	Road salt
02/23/2026	887463	Desert Mountain	Street/Traffic	$ 5,741.12	Road Salt
02/23/2026	887463	Desert Mountain	Street/Traffic	$ 5,771.04	Road Salt
02/23/2026	887463	Desert Mountain	Street/Traffic	$ 5,822.08	Road Salt
02/23/2026	887463	Desert Mountain	Street/Traffic	$ 5,867.84	Road salt
02/23/2026	ACH	Dick Anderson Construction	Water	$ 855,555.82	WO 19-12 West End Reservoir Const Services Contract
02/23/2026	ACH	Dick Anderson Construction	Water	$ -	WO 26-16 West End Reservoir Const Services Contract
02/23/2026	887466	DOWL	St Maint Dist	$ -	WO 23-11 Downtown 2-Way Street Conversion
02/23/2026	887466	DOWL	Tax Incrmnt N	$ 3,737.25	WO 23-11 Downtown 2-Way Street Conversion
02/23/2026	887471	End2End Public Safety	Parking	$ 19,568.85	265670_CARDINAL TICKETRAK (6 LICENSES), DMV INTEGR
02/23/2026	887472	EnergiSystems	Public Safety	$ 6,030.02	50% of total - replace fuel dispenser at Station 3
02/23/2026	887472	EnergiSystems	Public Safety	$ 6,030.02	Remaining 50% for Replace fuel dispenser at Station 3
02/23/2026	887472	EnergiSystems	Public Safety	$ 732.91	Station 1 Diesel Fuel pump filter mntnce/replacement
02/23/2026	887472	EnergiSystems	Public Safety	$ 160.00	Station 5 - air separator leak repair
02/23/2026	ACH	Grainger Parts	Fleet	$ 40.86	9768168636
02/23/2026	ACH	Grainger Parts	Fleet	$ 190.50	9768807951
02/23/2026	ACH	Grainger Parts	Fleet	$ 178.76	9770092493
02/23/2026	ACH	Grainger Parts	Fleet	$ 80.24	9770092493
02/23/2026	ACH	Grainger Parts	Fleet	$ 747.42	9806130267
02/23/2026	ACH	Grainger Parts	Solid Waste	$ 2,386.68	stand up drillpress for landfill shop
02/23/2026	ACH	Grainger Parts	Water	$ 136.38	CLEANING & SANITIZING WIPES (GOJO / WYPALL)
02/23/2026	ACH	Grainger Parts	Water	$ 301.68	FOOD GRADE GREASE - MISTY WHITE GUARD SUPREME
02/23/2026	ACH	Grainger Parts	Water	$ 169.92	SAFETY GLASSES - CLEAR P/N: 111-305-00710
02/23/2026	ACH	Grainger Parts	Water	$ 111.96	SAFETY GLASSES - TINTED P/N: 111-305-00740
02/23/2026	ACH	Grainger Parts	Water	$ 20.04	SAFETY GLASSES- OVERGLASS - TINTED (PN05198204)
02/23/2026	ACH	Grainger Parts	Water	$ 29.67	SAFETY READING GLASSES 3.0 - CLEAR P/N: 45NA46
02/23/2026	887483	Hach Company	Wastewater	$ 7,265.50	Dissolved oxygen probes membranes sensor
02/23/2026	887484	Hawkins	Water	$ 9,500.00	chlorine/chemical
02/23/2026	887486	HiTouch Business Services	Library	$ 12,645.40	Library Community Room tables
02/23/2026	887490	Infax	Airport	$ 3,268.75	Flight Information Display (FIDS) Maintenance FY26

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/23/2026	887491	InfoSend	P.W. Admin	$ 16,978.83	Eagle Printing 4143...
02/23/2026	887491	InfoSend	P.W. Admin	$ 5,360.00	Eagle Printing 4143...
02/23/2026	887493	Inland Truck Parts	Fleet	$ 25.52	1931670
02/23/2026	887493	Inland Truck Parts	Fleet	$ 12.76	1931671
02/23/2026	887493	Inland Truck Parts	Fleet	$ 3,263.50	1932907
02/23/2026	887493	Inland Truck Parts	Fleet	$ 90.48	1933967
02/23/2026	887494	Insight Public Sector	PD Program	$ 3,566.76	Qty. 12 Panasonic Port Replicators -5-SCU, 7- SRO
02/23/2026	887497	Invoice Cloud	Building	$ 21.91	Biller Portal Access fees 01/01-01/31/20
02/23/2026	887497	Invoice Cloud	City Ins Fund	$ 19.17	Biller Portal Access fees 01/01-01/31/20
02/23/2026	887497	Invoice Cloud	Parking	$ 19.18	Biller Portal Access fees 01/01-01/31/20
02/23/2026	887497	Invoice Cloud	Solid Waste	$ 8,293.93	Biller Portal Access fees 01/01-01/31/
02/23/2026	887497	Invoice Cloud	Solid Waste	$ 487.54	Biller Portal Access fees 01/01-01/31/20
02/23/2026	887497	Invoice Cloud	Storm Sewer	$ 3,686.20	Biller Portal Access fees 01/01-01/31/
02/23/2026	887497	Invoice Cloud	Wastewater	$ 14,284.00	Biller Portal Access fees 01/01-01/31/
02/23/2026	887497	Invoice Cloud	Water	$ 19,813.27	Biller Portal Access fees 01/01-01/31/
02/23/2026	ACH	Jacobs Engineering Group	Solid Waste	$ 15,832.31	Retainage Release FULL
02/23/2026	ACH	Joe Johnson Equipment	Street/Traffic	$ 25.90	PUSH-LOK TEE
02/23/2026	ACH	Joe Johnson Equipment	Street/Traffic	$ 4,750.00	wire for side brooms on sweeper Units
02/23/2026	ACH	Joe Johnson Equipment	Wastewater	$ (879.48)	CREDIT FOR PARTS PURCHASED FOR UNIT# 7912
02/23/2026	ACH	Joe Johnson Equipment	Wastewater	$ 85.50	Y STRAINER
02/23/2026	ACH	Joe Johnson Equipment	Water	$ (879.48)	CREDIT FOR PARTS PURCHASED FOR UNIT# 7912
02/23/2026	ACH	Joe Johnson Equipment	Water	$ 85.50	Y STRAINER
02/23/2026	887500	Joshua J Gordon	City Ins Fund	$ 4,999.80	Replacement Check for EBMS Payment to Joshua Gordon
02/23/2026	887504	Knife River	Street/Traffic	$ 2,469.22	gravel used in alleys
02/23/2026	887504	Knife River	Street/Traffic	$ 1,417.11	Road Base used at SE Shiloh Rd
02/23/2026	887508	Lee Newspaper Enterprises	Solid Waste	$ 5,838.95	SW Holiday Cardboard Ad
02/23/2026	887510	Montana CSED	Payroll Clearir	$ 5,592.05	Payroll Summary
02/23/2026	887511	Montana Dakota Utilities	Airport	$ 571.18	129 573 1000 1. Mud Wash. February 2026
02/23/2026	887511	Montana Dakota Utilities	Airport	$ 172.04	160 723 3573 6. USDA. February 2026
02/23/2026	887511	Montana Dakota Utilities	Airport	$ 4,759.59	179 053 7751 5. New Terminal. February 2026
02/23/2026	887511	Montana Dakota Utilities	Airport	$ 377.93	185 580 1000 7. TSA. February 2026
02/23/2026	887511	Montana Dakota Utilities	Airport	$ 74.00	229 573 1000 0. Detail Bay 1 Hertz. February 2026
02/23/2026	887511	Montana Dakota Utilities	Airport	$ 345.52	283 116 0655 3. Alpine/Big Sky Ground. February 2026

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/23/2026	887511	Montana Dakota Utilities	Airport	$ 270.03	295 580 1000 4. Aero Interiors. February 2026
02/23/2026	887511	Montana Dakota Utilities	Airport	$ 128.29	329 573 1000 9. Detail Bay 3 Enterprise. February 2026
02/23/2026	887511	Montana Dakota Utilities	Airport	$ 90.21	429 573 1000 8. Detail Bay 4 Avis/Budget. February 2026
02/23/2026	887511	Montana Dakota Utilities	Airport	$ 62.02	529 573 1000 7. Detail Bay 5 thrifty/Dollar. February 2026
02/23/2026	887511	Montana Dakota Utilities	Airport	$ 160.74	629 573 1000 6. National/Alamo. February 2026
02/23/2026	887511	Montana Dakota Utilities	Airport	$ 1,306.53	889 373 1000 6. Car Wash. February 2026
02/23/2026	887511	Montana Dakota Utilities	Water	$ 72.90	Gas 3113 Stanford
02/23/2026	887512	MFPE	Payroll Clearir	$ 3,111.68	Payroll Summary
02/23/2026	887513	MT First Responder Psychological Svcs	Public Safety	$ 4,800.00	1136, pre employment evals
02/23/2026	887517	MSFA	Payroll Clearir	$ 5,992.00	Payroll Summary
02/23/2026	887518	Morrison Maierle	Airport	$ 1,879.00	AIP-73 Terminal Expansion - Eligible for Reimbursement
02/23/2026	887518	Morrison Maierle	Airport	$ 208.78	AIP-73 Terminal Expansion - Ineligible for Reimb
02/23/2026	887518	Morrison Maierle	Airport	$ 176.62	AIP-76 Terminal Expansion - eligible for local
02/23/2026	887518	Morrison Maierle	Airport	$ 901.25	Amendment #13 Terminal Expansion Project - Federal
02/23/2026	887518	Morrison Maierle	Airport	$ 84.72	Amendment #13 Terminal Expansion Project - Ineligible
02/23/2026	887518	Morrison Maierle	Airport	$ 100.14	Amendment #13 Terminal Expansion Project - Local
02/23/2026	887519	MPPA	Payroll Clearir	$ 4,079.81	Payroll Summary
02/23/2026	887521	MT Dept of Revenue-CGR2	Airport	$ 100.30	Retainage Release
02/23/2026	887521	MT Dept of Revenue-CGR2	Airport	$ 224.24	Runway 7/25 Reconstruction & Extension Project - Fed
02/23/2026	887521	MT Dept of Revenue-CGR2	Airport	$ 11.80	Runway 7/25 Reconstruction & Extension Project - Loc
02/23/2026	887521	MT Dept of Revenue-CGR2	Water	$ 8,641.98	WO 19-12 West End Reservoir Project; Pmt 12
02/23/2026	887521	MT Dept of Revenue-CGR2	Water	$ -	WO 26-16 West End Reservoir Const Services Contract
02/23/2026	887525	Network Information Systems	Parking	$ 6,844.00	INSTALL FOR NEW CAMERAS AT 1ST AVE N GARAGE
02/23/2026	ACH	Northwest Pipe Fittings	Library	$ 1,446.13	7504423 Boiler maintenance
02/23/2026	ACH	Northwest Pipe Fittings	Wastewater	$ 58.60	6" to 4 ' bushing for hot water circula
02/23/2026	ACH	Northwest Pipe Fittings	Wastewater	$ 24.76	galvanized nipple, bell reducer
02/23/2026	ACH	Northwest Pipe Fittings	Wastewater	$ 123.24	manhole parts
02/23/2026	ACH	Northwest Pipe Fittings	Wastewater	$ 154.02	manhole parts
02/23/2026	ACH	Northwest Pipe Fittings	Wastewater	$ 62.50	PCV Plugs
02/23/2026	ACH	Northwest Pipe Fittings	Wastewater	$ 1,075.88	Plumbing parts to plumb Hot water circul
02/23/2026	ACH	Northwest Pipe Fittings	Wastewater	$ 37.58	reamer for poly pipe
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 296.71	#19-UPPER STEM SECTION K1112 - K11 HYDRANT
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 9.72	1/2" X CLOSE BLACK IRON NIPPLE P/N: 111-275-02350

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02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 179.84	1-1/2" X 2" BRASS REDUCER COUPLING P/N: 0406004
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 4.87	2" TD FLANGE GASKETS - PS-1003 DROP IN
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 8,450.16	2" X 17" MACH 10 METER (202NS04791)
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 17.52	2"X CLOSE BLACK IRON - NIPPLE (0451588) P/N: 0451588
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 2,716.00	3/4" REGISTER PIT E-CODER C/F (RH2F21)
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 2,716.00	5/8" PIT REGISTER HEAD E-CODER - 202NS90607 (RH2F11)
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 224.43	Air Scour valve removal
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 1,175.58	Backflow SUpplies
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 1,776.85	backflow Supplies
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 11.28	BLACK NIPPLE 3/4" X CLOSE" P/N: 0450884
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 296.33	Bulk Chem Water Heater parts
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 36.20	CAST IRON CURB BOX PLUG 1-1/4" P/N: 2175728
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 311.20	CAST IRON CURB BOX PLUG 1-1/4" P/N: 2175728
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 609.87	HOSE NOZZLE 2 1/2"-K8140 - K81 HYDRANT-NST SCREW
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 985.53	K81 UPPER STEM WITH FERRULE - K81 HYDRANT (2310192)
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 7,109.99	laundry facility/Meter
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 2,675.00	LSPS 2 Valve Actuator
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 46.46	L-Structure Leak Repair part
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 10,251.64	meter shop supplies
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 21.62	POLY WRAP WATER MAIN TAPE 2" X 100' #900
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 23,408.00	R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S)
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 37.59	reamer for poly pipe
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 781.68	Service Line
02/23/2026	ACH	Northwest Pipe Fittings	Water	$ 7,109.99	Wyndstone Senior/Meter
02/23/2026	887529	NorthWestern Energy	Airport	$ 15.40	0712534-7. Gate 16 Light. January 2026
02/23/2026	887529	NorthWestern Energy	Airport	$ 165.45	0712535-4. Employee Parking. January 2026
02/23/2026	887529	NorthWestern Energy	Airport	$ 45.05	0712791-3. Gate 16. January 2026
02/23/2026	887529	NorthWestern Energy	Airport	$ 46.38	0712795-4. Gate 17. January 2026
02/23/2026	887529	NorthWestern Energy	Airport	$ 36.30	0712797-0. Gate 9. January 2026
02/23/2026	887529	NorthWestern Energy	Airport	$ 29.04	0712805-1. IP-10. January 2026
02/23/2026	887529	NorthWestern Energy	Airport	$ 24.62	0712813-5. Burn Pit. January 2026
02/23/2026	887529	NorthWestern Energy	Airport	$ 55.26	0719759-3. Gate 12. January 2026
02/23/2026	887529	NorthWestern Energy	Airport	$ 97.93	0719760-1. Gate 14. January 2026

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02/23/2026	887529	NorthWestern Energy	Airport	$ 51.35	0719761-9. Gate 15. January 2026
02/23/2026	887529	NorthWestern Energy	Airport	$ 53.51	0719762-7. Gate 13. January 2026
02/23/2026	887529	NorthWestern Energy	Airport	$ 44.91	0720296-3. Gate 29. January 2026
02/23/2026	887529	NorthWestern Energy	Airport	$ 32.25	1647695-4. De Icer. February 2026
02/23/2026	887529	NorthWestern Energy	Airport	$ 61.06	2114868-9. Runway Weather System. January 2026
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,315.11	SILMD 10 Acct# 0712546-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 2,472.98	SILMD 100 Acct# 0712559-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 2,021.78	SILMD 107 Acct# 0712560-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 5,070.51	SILMD 109 Acct# 0712561-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 267.31	SILMD 113 Acct# 0712562-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,091.15	SILMD 114 Acct# 0712563-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 256.73	SILMD 115 Acct# 0712564-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 673.91	SILMD 116 Acct# 0712565-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 3,679.64	SILMD 117 Acct# 0712566-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 238.70	SILMD 118 Acct# 0712567-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 146.85	SILMD 119 Acct# 0712568-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 2,888.27	SILMD 121 Acct# 0712570-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 216.78	SILMD 122 Acct# 0712571-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 385.11	SILMD 123 Acct# 0712572-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,123.21	SILMD 124 Acct# 0712573-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 449.28	SILMD 125 Acct# 0712574-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 224.66	SILMD 126 Acct# 0712575-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 813.01	SILMD 127 Acct# 0712576-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 569.08	SILMD 128 Acct# 0712577-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 385.11	SILMD 129 Acct# 0712578-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 5,708.94	SILMD 13 Acct# 0721276-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 46.17	SILMD 13 Acct# 4255370-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 0.83	SILMD 13 Acct# 4299691-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 138.58	SILMD 130 Acct# 0712579-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 994.86	SILMD 131 Acct# 0712580-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 257.35	SILMD 133 Acct# 0712581-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 593.88	SILMD 134 Acct# 0712582-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 596.22	SILMD 135 Acct# 0712583-4

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02/23/2026	887530	NorthWestern Energy	Light Maint	$ 545.58	SILMD 136 Acct# 0712584-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 445.97	SILMD 137 Acct# 0712585-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 866.48	SILMD 138 Acct# 0712586-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 288.83	SILMD 139 Acct# 0712587-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 2,885.32	SILMD 14 Acct# 0721277-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 33.15	SILMD 14 Acct# 4167204-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 673.91	SILMD 143 Acct# 0712588-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 32.07	SILMD 144 Acct# 0712589-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 541.97	SILMD 145 Acct# 0712590-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 417.19	SILMD 146 Acct# 0712591-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 511.70	SILMD 147 Acct# 0712592-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 2,051.42	SILMD 149 Acct# 0712593-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 867.19	SILMD 150 Acct# 0712594-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 738.11	SILMD 151 Acct# 0712595-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 4,982.43	SILMD 152 Acct# 0712596-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 623.29	SILMD 153 Acct# 0712597-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,409.22	SILMD 154 Acct# 0712598-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 577.64	SILMD 155 Acct# 0712599-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,056.90	SILMD 157 Acct# 0712600-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 930.65	SILMD 158 Acct# 0712601-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,141.46	SILMD 159 Acct# 0712602-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 834.38	SILMD 160 Acct# 0712603-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,219.48	SILMD 161 Acct# 0712604-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 56.37	SILMD 162 Acct# 0712605-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 996.32	SILMD 163 Acct# 0712606-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 433.60	SILMD 164 Acct# 0712607-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,026.92	SILMD 165 Acct# 0712608-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 271.02	SILMD 167 Acct# 0712609-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,345.54	SILMD 17 Acct# 0712553-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 650.39	SILMD 171 Acct# 0712610-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 593.90	SILMD 172 Acct# 0712611-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,354.99	SILMD 173 Acct# 0712612-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,138.20	SILMD 174 Acct# 0712613-9

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02/23/2026	887530	NorthWestern Energy	Light Maint	$ 379.39	SILMD 175 Acct# 0712614-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 40.26	SILMD 176 Acct# 0712615-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 298.10	SILMD 178 Acct# 0712616-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 596.22	SILMD 179 Acct# 0712617-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 406.50	SILMD 180 Acct# 0712618-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,957.62	SILMD 181 Acct# 0712619-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 677.52	SILMD 182 Acct# 0712620-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,354.98	SILMD 183 Acct# 0712621-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 433.60	SILMD 184 Acct# 0712622-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 162.59	SILMD 185 Acct# 0712623-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 890.46	SILMD 186 Acct# 0712624-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 271.02	SILMD 187 Acct# 0712625-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 325.21	SILMD 188 Acct# 0712626-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 271.02	SILMD 189 Acct# 0712627-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,409.22	SILMD 190 Acct# 0712628-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 483.75	SILMD 191 Acct# 0712629-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 352.29	SILMD 192 Acct# 0712630-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 867.19	SILMD 193 Acct# 0712631-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 397.53	SILMD 194 Acct# 0712632-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 318.01	SILMD 195 Acct# 0712633-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 101.15	SILMD 196 Acct# 0712634-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 101.15	SILMD 197 Acct# 0712635-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 135.50	SILMD 198 Acct# 0712636-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 77.81	SILMD 200 Acct# 0712637-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 569.08	SILMD 201 Acct# 0712638-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,058.14	SILMD 202 Acct# 0712639-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 26.99	SILMD 203 Acct# 0712640-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 612.97	SILMD 204 Acct# 0712641-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 32.22	SILMD 205 Acct# 0712642-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 379.39	SILMD 206 Acct# 0712643-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 433.60	SILMD 207 Acct# 0712644-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 623.29	SILMD 209 Acct# 0712646-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 121.38	SILMD 210 Acct# 0712647-7

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02/23/2026	887530	NorthWestern Energy	Light Maint	$ 67.45	SILMD 211 Acct# 0712648-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 67.45	SILMD 212 Acct# 0712649-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 40.48	SILMD 213 Acct# 0712650-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 442.43	SILMD 214 Acct# 0712651-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 162.59	SILMD 216 Acct# 0712652-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 516.93	SILMD 217 Acct# 0712653-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 375.43	SILMD 220 Acct# 0712654-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 8.05	SILMD 221 Acct# 0712655-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 107.19	SILMD 222 Acct# 0712656-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 161.85	SILMD 223 Acct# 0712657-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,710.47	SILMD 224 Acct# 0712658-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 558.32	SILMD 225 Acct# 0712659-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 299.95	SILMD 226 Acct# 0712660-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 903.38	SILMD 227 Acct# 0712661-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 930.65	SILMD 228 Acct# 0712662-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 481.38	SILMD 229 Acct# 0712663-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,123.22	SILMD 230 Acct# 0712664-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 673.91	SILMD 231 Acct# 0712665-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 2,920.36	SILMD 232 Acct# 0712666-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,186.29	SILMD 233 Acct# 0712667-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 646.20	SILMD 234 Acct# 0712668-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 751.50	SILMD 235 Acct# 0712669-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 238.51	SILMD 236 Acct# 0712670-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 460.71	SILMD 237 Acct# 0712671-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 16.09	SILMD 238 Acct# 0712672-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 108.41	SILMD 239 Acct# 0712673-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 572.42	SILMD 240 Acct# 0712674-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 683.78	SILMD 241 Acct# 0712675-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 96.28	SILMD 242 Acct# 0712676-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 128.38	SILMD 244 Acct# 0712677-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 87.38	SILMD 245 Acct# 0712678-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 385.11	SILMD 246 Acct# 0712679-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,161.92	SILMD 247 Acct# 0712680-8

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02/23/2026	887530	NorthWestern Energy	Light Maint	$ 3,177.10	SILMD 249 Acct# 0718734-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 286.21	SILMD 250 Acct# 0719001-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 4,508.26	SILMD 251 Acct# 0718801-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 641.81	SILMD 252 Acct# 0719162-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 2,130.96	SILMD 253 Acct# 0719644-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 214.35	SILMD 254 Acct# 0719763-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 185.42	SILMD 255 Acct# 0720813-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,278.36	SILMD 257 Acct# 0720360-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 3,056.31	SILMD 258 Acct# 0720606-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,925.55	SILMD 259 Acct# 0720810-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 112.88	SILMD 259 Acct# 4329703-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 577.64	SILMD 261 Acct# 0720705-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 3,598.32	SILMD 262 Acct# 0720937-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,427.98	SILMD 263 Acct# 0720716-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 233.84	SILMD 264 Acct# 0721427-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 420.14	SILMD 265 Acct# 0721556-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 88.14	SILMD 266 Acct# 0721684-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 175.91	SILMD 270 Acct# 0906944-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 111.05	SILMD 270 Acct# 0907777-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 94.23	SILMD 270 Acct# 4262276-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 130.65	SILMD 270 Acct# 4262277-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 89.56	SILMD 270 Acct# 4262278-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 140.17	SILMD 270 Acct# 4262282-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,119.26	SILMD 271 Acct# 0995095-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 3,280.40	SILMD 272 Acct# 0905005-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 238.21	SILMD 273 Acct# 0926386-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 681.88	SILMD 276 Acct# 0961926-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 986.77	SILMD 277 Acct# 1058710-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 302.13	SILMD 278 Acct# 1087619-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 69.15	SILMD 279 Acct# 1124127-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 825.35	SILMD 280 Acct# 1045653-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 656.12	SILMD 283 Acct# 1172743-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 381.29	SILMD 285 Acct# 1206985-2

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 283.14	SILMD 286 Acct# 1296582-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 2,149.08	SILMD 288 Acct# 1303978-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 212.74	SILMD 289 Acct# 1685375-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 139.52	SILMD 289 Acct# 4185749-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 251.18	SILMD 290 Acct# 1433921-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 706.03	SILMD 292 Acct# 1481532-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 271.02	SILMD 293 Acct# 1481534-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 541.97	SILMD 294 Acct# 1481535-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 128.38	SILMD 295 Acct# 1481536-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,436.28	SILMD 296 Acct# 1481537-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 243.90	SILMD 297 Acct# 1481539-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 216.78	SILMD 298 Acct# 1481540-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 474.31	SILMD 300 Acct# 1662840-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 5,981.42	SILMD 301 Acct# 1687005-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 466.38	SILMD 302 Acct# 1607534-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,354.03	SILMD 305 Acct# 1695873-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 312.76	SILMD 306 Acct# 1740353-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 5,124.74	SILMD 307 Acct# 2049005-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 315.58	SILMD 308 Acct# 2072459-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 606.99	SILMD 309 Acct# 2001311-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 141.65	SILMD 310 Acct# 2060519-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 468.78	SILMD 311 Acct# 3014475-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 434.16	SILMD 312 Acct# 3146127-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 651.06	SILMD 315 Acct# 3305804-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,327.99	SILMD 316 Acct# 3291842-7
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 161.75	SILMD 317 Acct# 3253826-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 939.61	SILMD 318 Acct# 3372018-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 77.58	SILMD 320 Acct# 0712569-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 687.60	SILMD 321 Acct# 3338917-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 153.12	SILMD 322 Acct# 3402033-9
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,352.60	SILMD 323 Acct# 3597170-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 610.68	SILMD 324 Acct# 1246537-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 421.65	SILMD 325 Acct# 3587598-8

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 199.42	SILMD 326 Acct# 3840455-4
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 217.35	SILMD 327 Acct# 3810801-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,209.66	SILMD 328 Acct# 3894879-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 148.78	SILMD 329 Acct# 3939032-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 339.70	SILMD 330 Acct# 3951594-5
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 60.51	SILMD 331 Acct# 0712645-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 21.96	SILMD 331 Acct# 4174590-2
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 68.16	SILMD 331 Acct# 4174591-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 49.18	SILMD 331 Acct# 4174593-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 45.47	SILMD 331 Acct# 4176340-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 255.58	SILMD 332 Acct# 4093467-1
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 461.00	SILMD 8 Acct# 0712544-6
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 422.29	SILMD 9 Acct# 0712545-3
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 632.61	SILMD 95 Acct# 0712556-0
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 11,435.43	SILMD 97 Acct# 0712557-8
02/23/2026	887530	NorthWestern Energy	Light Maint	$ 1,337.20	SILMD 99 Acct# 0712558-6
02/23/2026	887530	NorthWestern Energy	Street/Traffic	$ 16,460.78	Signal Bills 02.17.2026
02/23/2026	887529	NorthWestern Energy	Wastewater	$ 215.70	389 62nd ST Lift Entrance....Jan 2026
02/23/2026	887529	NorthWestern Energy	Water	$ 43.44	3113 Stanford Electricity
02/23/2026	887529	NorthWestern Energy	Water	$ 2,631.99	5809 Canyonwoods Dr...Jan 2026
02/23/2026	887529	NorthWestern Energy	Water	$ 553.77	805 Constitution...Jan 2026
02/23/2026	887529	NorthWestern Energy	Water	$ 1,211.70	Northwestern Energy 1920951-9 Jan 2026..
02/23/2026	887531	Orion Planning + Design	Planning	$ 9,060.26	Professional Services Dec 1, 2025 - Dec 31, 2025
02/23/2026	887535	Polydyne	Wastewater	$ 5,096.00	2 totes of flosperse struvite control in
02/23/2026	887539	Ratco	Airport	$ 14,860.00	Snow Plow & Lift Gate For New Pick Up A-31
02/23/2026	ACH	RDO Equipment	Solid Waste	$ 2,765.26	AIR FILTERS
02/23/2026	887542	Rhithron Associates	Wastewater	$ 2,700.00	Northwest Pipe 7530508
02/23/2026	887545	Rocky Mountain Compost	Park Dist 1	$ 4,160.00	playground chips for castlerock park - 30357
02/23/2026	887546	Sherwin Williams	Street/Traffic	$ 20.93	Materials for Paint Equipment
02/23/2026	887546	Sherwin Williams	Street/Traffic	$ 448.12	paint for barricades
02/23/2026	887546	Sherwin Williams	Street/Traffic	$ 1,034.46	paint for intakes
02/23/2026	887546	Sherwin Williams	Street/Traffic	$ 2,715.66	Parts for Unit 13016
02/23/2026	887546	Sherwin Williams	Wastewater	$ 80.40	paint materials

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/23/2026	887546	Sherwin Williams	Water	$ 80.40	paint materials
02/23/2026	887548	Simply Family Magazine	Park Dist 1	$ 4,888.00	insert brochure and advertisement page - 8355
02/23/2026	887553	SRF Consulting Group	Transit	$ 19,097.36	Financial Sustainability & Governance Study
02/23/2026	887554	Star Service	Tax Incrmnt S	$ 5,000.00	SBURA Utility Water/Sewer TIF paid directly to vendor.
02/23/2026	887554	Star Service	Water	$ 1,872.00	labor/service to re-pipe meter loop at 1
02/23/2026	ACH	Teamsters Union Local 190	Payroll Clearir	$ 10,232.50	Payroll Summary
02/23/2026	887561	The Madison Agency	Airport	$ 7,174.00	Marketing & Creative for Advertising & Support for FY26
02/23/2026	887561	The Madison Agency	Planning	$ 1,491.00	Safe Routes to School Education Campaign
02/23/2026	887562	TLC Patriot Septic & Excavation	Tax Incrmnt S	$ 5,000.00	SBURD Water/Sewer/Utility Proj 545 Jackson Street
02/23/2026	ACH	Town & Country Supply	Fleet	$ 2.96	452824
02/23/2026	ACH	Town & Country Supply	Fleet	$ 3,276.48	452824
02/23/2026	ACH	Town & Country Supply	Fleet	$ 9,980.96	452824
02/23/2026	ACH	Town & Country Supply	Fleet	$ 3,818.03	452824
02/23/2026	ACH	Town & Country Supply	Fleet	$ 3,312.70	453010
02/23/2026	ACH	Town & Country Supply	Transit	$ 10,447.95	452827 diesel fuel
02/23/2026	ACH	Town & Country Supply	Transit	$ 5,462.07	452827 diesel fuel
02/23/2026	ACH	Town & Country Supply	Wastewater	$ 3,005.21	Premium Unleaded, Diesel
02/23/2026	ACH	Town & Country Supply	Water	$ 5,463.12	DIESEL FUEL
02/23/2026	ACH	Town & Country Supply	Water	$ 11,662.83	UNLEADED FUEL
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 902.85	AIR FILTERS
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 5,223.46	BELTS, BOLTS AND NUTS
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 98.05	DEF TANK
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 412.50	DPF FILTER, REPAIR AND REINSTALL
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 1,051.21	DRUM
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 2,168.49	ELEMENTS
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 451.31	FILTERS
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 412.72	FLUIDS
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 149.00	HOUR SERVICE
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 1,451.00	HOUR SERVICE
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 84.84	LAMP
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 880.24	OIL SAMPLES
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 2,261.41	SAMPLE
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 1,079.00	SERVICE

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 1,594.00	SERVICE
02/23/2026	ACH	Tractor & Equipment	Solid Waste	$ 2,375.00	SERVICE
02/23/2026	887563	Tru Pipe	Street/Traffic	$ 12,800.00	STorm Sewer Maint / Repair
02/23/2026	887567	Verizon Wireless	Engineering	$ 27.71	PW-Engineering
02/23/2026	887567	Verizon Wireless	Fleet	$ 42.83	Motor Pool
02/23/2026	887567	Verizon Wireless	General	$ 77.30	City Administrator
02/23/2026	887567	Verizon Wireless	General	$ 270.55	Code Enf. Cell Phones
02/23/2026	887567	Verizon Wireless	General	$ 10.02	Code Enf. Cell Phones
02/23/2026	887567	Verizon Wireless	General	$ 1,399.93	Code Enforcement iPads
02/23/2026	887567	Verizon Wireless	General	$ 40.01	Code Enforcement Laptop
02/23/2026	887567	Verizon Wireless	Library	$ 410.39	Library
02/23/2026	887567	Verizon Wireless	Parking	$ 193.25	Parking
02/23/2026	887567	Verizon Wireless	PD Program	$ 425.15	CCSIU Cell/PTT
02/23/2026	887567	Verizon Wireless	PD Program	$ 51.02	CCSIU RAVEN
02/23/2026	887567	Verizon Wireless	Phone System	$ 455.81	Code Enforcement iPads
02/23/2026	887567	Verizon Wireless	Phone System	$ 70.03	WRF Cradle Point Belknap Cradle Point
02/23/2026	887567	Verizon Wireless	Public Safety	$ 40.01	Bait Car
02/23/2026	887567	Verizon Wireless	Public Safety	$ 40.01	Fire Drone Hotspot
02/23/2026	887567	Verizon Wireless	Public Safety	$ 40.04	Fire iPad/ Test Verizon iPad
02/23/2026	887567	Verizon Wireless	Public Safety	$ 40.01	Fire MDT
02/23/2026	887567	Verizon Wireless	Public Safety	$ 180.15	MDT Toughbooks
02/23/2026	887567	Verizon Wireless	Public Safety	$ 65.83	MDT Toughbooks
02/23/2026	887567	Verizon Wireless	Public Safety	$ 40.04	MDT Toughbooks
02/23/2026	887567	Verizon Wireless	Public Safety	$ 72.42	Police Bait Car and SRO Boeckel
02/23/2026	887567	Verizon Wireless	Public Safety	$ 47.77	Police Bait Car and SRO Boeckel
02/23/2026	887567	Verizon Wireless	Public Safety	$ 10.99	Police iPad Chief
02/23/2026	887567	Verizon Wireless	Public Safety	$ 40.01	Police MiFi
02/23/2026	887567	Verizon Wireless	Solid Waste	$ 24.37	PW-SW-ON CALL Solid Waste On Call
02/23/2026	887567	Verizon Wireless	Street/Traffic	$ 123.49	PW-Streets and Street Cameras
02/23/2026	887567	Verizon Wireless	Street/Traffic	$ 244.63	PW-STRT TRFC Streets
02/23/2026	887567	Verizon Wireless	Transit	$ 358.05	MET AVL
02/23/2026	887567	Verizon Wireless	Transit	$ 692.52	MET Max Transit
02/23/2026	887567	Verizon Wireless	Transit	$ 583.60	MET Max Transit

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/23/2026	887567	Verizon Wireless	Transit	$ 280.07	MET Transit
02/23/2026	887567	Verizon Wireless	Wastewater	$ 296.72	MET Tablets
02/23/2026	887567	Verizon Wireless	Water	$ -	PWBLKNP Water Treatment iPad
02/23/2026	887567	Verizon Wireless	Water	$ 40.01	PWBLNP Comm-Meter CityWorks/Neptune
02/23/2026	887567	Verizon Wireless	Water	$ 71.25	PWBLNP Comm-Meter CityWorks/Neptune
02/23/2026	ACH	Wastequip Manufacturing	Solid Waste	$ 17,899.00	Commercial Solid Waste Containers; Inv 20INV000862476
02/23/2026	ACH	Wastequip Manufacturing	Solid Waste	$ 11,348.00	Commercial Solid Waste Containers; Inv 863630
02/23/2026	887570	Western States Automation	Water	$ 287.44	WTP Filter Gallery Air Scour Blower Actuator Replace
02/23/2026	887570	Western States Automation	Water	$ 20,070.00	WTP Filter Gallery Air Scour Blower Actuator Replace

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: City Special Review 1003: 2291 Bench Blvd. - Day Care Center
PRESENTED BY: Karen Husman
Department: Planning & Community Services
Presentation: Yes
Legal Review: Yes
Project Number: PZX-26-00003

RECOMMENDATION

The City Zoning Commission recommends conditional approval for Special Review 1003 to allow a Daycare Center based on the nine review criteria.

EXECUTIVE SUMMARY

City Special Review 1003 is a request to allow a Day Care Center at 2291 Bench Boulevard, located on Lot 1, Block 1, Wyman Subdivision (S14, T01 N, R26 E), within the Mid-Century Neighborhood (N2) zoning district. A Day Care Center is defined as an out-of-home facility providing care to thirteen (13) or more children and licensed by the Montana Department of Public Health and Human Services. Pursuant to Section 27-1000, Uses and Standards, Table 27-1000.1 of the Billings Municipal Code, such a use is permitted in the N2 zoning district only with Special Review approval.

Before taking action, the City Council must consider the findings based on the Special Review criteria in BMCC 27-1623.D (1--9). These criteria evaluate the compatibility of the proposed use with surrounding development. Conditions of approval can be added to mitigate any adverse effects. The Special Review process allows limited exceptions to the zoning code when a proposed use is found appropriate for the site and neighborhood context.

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

City Special Review 1003 -- 2291 Bench Blvd -- Day Care Facility -- A special review request to allow a daycare center in a Mid-Century Neighborhood (N2) zone, on Lot 1, Block 1, Wyman Subd., S14, T01 N, R26 E, a parcel of land approximately 16,210 sq. ft. A Day Care Center is described as an out-of-home place in which day care is provided to thirteen (13) or more children on a regular or irregular basis and which is licensed by the Montana Department of Public Health and Human Services. Section 27-1000, Uses and Standards, Table 27-1000.1 specifies that any day care center servicing 13 or more children requires a Special Review approval in the N2 district. Tax ID: A26730.

Before making a decision on Special Review 1003 the City Council shall first consider the findings based on BMCC 27-1623.D (1 through 9). Each zoning district is primarily intended for a predominant type of use as identified in BMCC Table 27-1000.1. There are also a limited number of specific uses subject to special review that may or may not be appropriate in a particular district, depending upon all the circumstances of the individual use on the site and in context with surrounding development. Consideration of these uses includes examination of the location, nature of the proposed use, the character of the surrounding development, traffic capacities of adjacent streets, and potential environmental effects, and whether specific conditions can be applied to mitigate the potential negative impacts of the use. Special review uses are special exceptions to the general terms of Billings Zoning Code.

APPLICATION DATA

OWNER: JRJM Properties
AGENT: Jessica Robinson
LEGAL DESCRIPTION: Lot 1, Block 1, Wyman Subd., S14, T01 N, R26 E
ADDRESS: 2291 Bench Blvd.
CURRENT ZONING: Mid-Century Neighborhood (N2)
EXISTING LAND USE: Residential single family
PROPOSED LAND USE: Day care center
SIZE OF PARCEL(S): 16,210 sq. ft.

CONCURRENT APPLICATIONS

None

APPLICABLE ZONING HISTORY

See attachments.

SURROUNDING LAND USE & ZONING
NORTH: Zoning: Mid-Century Neighborhood (N2)
Land Use: Residential single family
SOUTH: Zoning: Suburban Residential N3 & Rural Residential 3 (RR3)
Land use: Rural residential single family
EAST: Zoning: Mid-Century Neighborhood (N2)
Land use: Residential single family
WEST: Zoning: Heavy Commercial (CX)
Land Use: Residential single family

SUMMARY
Prior to any decision the City Council shall consider the following:
1. The special review use is consistent with the City's growth policy and applicable neighborhood plans, if any.
Strong Neighborhoods;

- The Growth Policy emphasizes neighborhoods that are safe, attractive, and provide essential services.
    - The proposed Day Care Center directly supports this goal by offering child care services within a residential neighborhood, reducing travel distances for families and increasing daily neighborhood activity. The Special Review process ensures that appropriate conditions--such as hours of operation, traffic management, and site performance standards--can be applied to maintain neighborhood safety and livability.
- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction.
    - The proposal supports a livable and functional community fabric by integrating a small-scale institutional use into an existing residential setting. Day care facilities are common components of complete neighborhoods and help create environments where residents can live, work, and access services locally. Any required landscaping, fencing, or buffering will help maintain neighborhood aesthetics while supporting pedestrian activity and safe outdoor spaces. Access to nearby child care is an important component of stable and healthy residential neighborhoods. The proposed use supports households by providing a critical service that enables residents to balance housing, employment, and family needs. Locating child care near homes enhances affordability, safety, and quality of life, consistent with Growth Policy goals related to healthy living environments.

Overall, the proposed Day Care Center is consistent with the City of Billings Growth Policy by strengthening neighborhood services, promoting public health and safety, enhancing access to essential services, and contributing to a resilient and livable community.

2. The establishment, maintenance, or operation of the special review use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
The establishment, maintenance, and operation of the proposed Day Care Center will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The use will be required to comply with all applicable City regulations and state licensing requirements, and any potential impacts can be mitigated through conditions of approval.

3. The site for the proposed use is adequate in size and topography to accommodate the use while meeting the other requirements of this Zoning Code, including zone district dimensions, landscaping requirements, and parking.
The subject parcel, approximately 16,210 square feet in size, is adequate to accommodate the proposed use. The site is of sufficient size and configuration to meet applicable zoning requirements, including setbacks, landscaping, parking, and other development standards required by the Zoning Code. The existing building sufficiently meets the site requirements of the district.

4. The special review use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
The proposed Day Care Center will not be injurious to the use and enjoyment of other property in the immediate vicinity for uses already permitted within the zoning district. With appropriate conditions related to parking, hours of operation, and outdoor activity areas, the use is not anticipated to substantially diminish or impair property values within the surrounding neighborhood.

5. The special review use will not impede the normal and orderly development and improvement of

the surrounding property for uses permitted in the district.
The proposed special review use will not impede the normal and orderly development and improvement of surrounding properties for uses permitted within the N2 zoning district. The use is compatible with the existing residential development pattern and does not introduce infrastructure or land use conflicts.

6. Conditions necessary to protect the public health, safety, and general welfare can be established.

1. The special review is to allow a Day Care Center at 2291 Bench Boulevard, legally described as Lot 1, Block 1, Wyman Subdivision, Section 14, Township 1 North, Range 26 East
   Parcel Size: Approximately 16,210 square feet, Tax ID: A26730, where care is provided to thirteen (13) or more children. No other use is intended or implied with this approval.
2. The applicant shall apply for and obtain all necessary permits, including local, state and federal requirements.
3. Daily operation of the facility will not occur prior to 7:00 a.m. or after 9:00 p.m. on any day.
4. A six (6) foot site obscuring fence shall be maintained between the properties to the east and south of the subject parcel.
5. The proposed daycare center shall comply with all other limitations of the Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.
6. As long as these conditions are met, approval of this special review shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.

7. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
Day care centers typically generate traffic during morning drop-off and afternoon pick-up periods. The site must comply with off-street parking requirements established in the City Code. Any required parking spaces must be provided on-site and designed to minimize impacts to adjacent residential properties.

8. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in public streets.
Adequate measures have been or will be taken to provide safe and efficient ingress and egress to the site. Traffic generated by the use is expected to occur primarily during limited drop-off and pick-up periods and can be managed through on-site parking and access design to minimize congestion on public streets.

9. The special review use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the city council.
The proposed special review use conforms to all applicable regulations of the Mid-Century Neighborhood (N2) zoning district and the Zoning Code, except as may be modified through conditions of approval as part of the Special Review process.

FISCAL EFFECTS
The special review application will not impact the Planning Division's budget.

STAKEHOLDERS
The applicant conducted a pre-application neighborhood meeting on January 17, 2026, at 11:30 AM at 543 Aronson Avenue. There were no attendees at the meeting other than the applicant and agent.

Planning staff posted the zoning request sign on the subject property and mailed notification to property owners within a 300-foot radius. The application was also published on the Planning Department's "Current Zoning Applications" web page, and a legal notice was published in the newspaper of record. As of the date of this report, planning staff has received no written comments on the application.

ZONING COMMISSION
The Zoning Commission held a public hearing on March 3, 2026, to consider the Special Review application. Planning staff provided a brief presentation outlining the request and recommended approval based on the proposed findings addressing the applicable criteria. Chairperson Dan Brooks opened the public hearing and invited the applicant to speak. Jessica Robinson, the applicant, stated that the intent is to operate a daycare center at the property. She explained that she and her sister have several years of experience operating a daycare at a different location and purchased this property to expand their capacity to serve 13 or more children, which triggered the Special Review requirement. Commissioner Goss inquired whether the Bench Blvd. frontage would be used for child drop-off and pick-up. Ms. Robinson clarified that these activities would occur on the side street, Caroline St. With no further public comment, Chairperson Brooks closed the hearing. Commissioner Megorden made a motion to recommend conditional approval of the Special Review and to adopt the findings addressing the nine review criteria. The motion was seconded by Commissioner McCall and passed unanimously (5-0 vote).

ALTERNATIVES

The City Council may take one of the following actions:

- Conditionally approve and adopt the findings of the review criteria for Special Review 1003; or,
- Deny and adopt different findings of the review criteria for Special Review 1003; or,
- Delay action on the request to a certain date not more than 60 days in the future; or,
- Allow the applicant to withdraw the zone change request

The applicant has not asked to delay or withdraw the application as of the drafting of this memo. City Council may modify, add, or remove conditions of approval for Special Review 1003.

Attachments

Zoning Map & Site Photos
Application & Applicant Letter
Neighborhood Meeting Info.
History


C00289
C00288
C00287B
C00287A
C00287
805
811
817
823
829
2316
C01371
2242
C00351
2291
812
816
820
826
A26730
A26731
A26732
A26733
A26734
BENCH BLVD
2234 Unit D
C00350
2234 A-D
2234 Unit A
C00349
D05140
2227
1006667
1002069
1002829
1009066
1000754
2226 Lot 6
2226 Lot 5
2226 Lot 3
2226 Lot 2
2226 Lot 1
2226 Lot 4
2226 1-6
D05186
2222 1-6
2222 Lot 5
2222 Lot 4
2222 Lot 3
2222 Lot 2
2222 Lot 1
1006563
1007032
1008169
1005825


2316
C00289
C00288
C00287B
C00287A
805
811
817
823
2242
2291
812
816
820
A26730
A26731
A26732
A26733
BENCH BLVD
2234 Unit D
2234 A-D
2234 Unit A
D05140
2227
1002069
1002829
1009066
1000754
2226 Lot 3
2226 Lot 2
2226 Lot 1
2226 Lot 4
2226 1-6
D05186





South on Bench



North on Bench



East



West

CITY SPECIAL REVIEW

CITY SPECIAL REVIEW APPLICATION FORM

City Special Review# PZX-26-00005 - Project # 1003

The undersigned as owner(s) of the following described property hereby request a Special Review as outlined in the City of Billings Zoning Regulations.

Present Zoning: N2 Mid Century Neighborhood Residential

Special Review Requested: Daycare Center

TAX ID# ~~84-4410653~~ A04646 CITY ELECTION WARD # 2

Legal Description of Property: Wyman Subd SW TOIN R26E Block 1 Lot 1

Address or General Location (If unknown, contact City Engineering): 2291 Bench Blvd Billings, MT 59105

Size of Parcel (Area & Dimensions): 37 acres, 120 ft x 135 ft

Present Land-Use: Residential

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

Owner(s): JRJM Properties (Recorded Owner)

824 Troy Circle Billings, MT 59105 (Address)

406-717-8764 (Phone Number) (email) jjcaregiversllc@gmail.com

Agent(s): Jessica Robinson (Name)

824 Troy Circle Billings, MT 59105 (Address)

406-717-8764 (Phone Number) (Email) jjcaregiverssllc@gmail.com

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

Signature: [signature] (Recorded Owner – digital signature allowed) Date: 1/30/26

Letter of Explanation

We are asking for our location at 2291 Bench Blvd to be re-zoned from a group family daycare to a Daycare center. The existing structure and footprint will not be changed in any way.

We believe our goal to change this residence into a center is in line with the city's growth policy in the following ways. We plan to keep the grounds well maintained and the landscaping will maintain a desirable curb appeal. As a business the outside appearance is important to attract customers. We believe if we had a center it would allow for strong neighborhood growth. Our location is situated close to the split-off to Roundup and Shepherd byways so we would also be servicing residents of those areas as well. Changing us to a center also increases jobs, promoting prosperity of Billings residents.

This house was previously used as a Daycare, and as we are not changing the existing footprint, we will not be impeding on any of these surrounding properties. The neighborhood is used to having children/daycare at this location, we are just asking for a larger daycare. The driveway is extra wide and long, which allows for many cars for drop off and pick up as well.

We are providing a safe affordable option for the residents of Billings, Shepherd, round up, Huntley, etc. As a licensed facility, we will have state inspections, to ensure we are exceeding expectations. A larger Daycare will allow for the continued population growth of our city. I want to explain that this "center" will not be too much for the neighborhood to handle either. Our current Group License allows for 15 kids, due to our existing size Licensing will only allow our center to max out between 30-40 kids, basically just allowing up to double in size. This increased size will allow us to be more flexible with the parents needs of part time schedules and preschool only students...essentially allowing us to better meet the needs of our community.

My sister and I are business owners in the Heights, we have owned/ran 2 assisted livings since 2020. We love the Heights and are proud home and business owners. We understand the importance of commerce, supporting community needs and pride in ownership while delivering an outstanding service.

Thank you for your time and consideration.

Jessica Robinson & Jeanette Meyers

2291 Bench Blvd. Billings, MT 59105

January 7, 2026

CINDY LORENZ

5060 MAPLE RIDGE CIR

BILLINGS, MT 59106-4429

To Current Homeowner,

We are in the process of Special Review Project with the City of Billings, we are having a meeting to answer any of the questions regarding this Project Review. Currently we are asking the city to update our zoning from a Group Home Daycare a Childcare Center.

Please join us at the Oasis Thursday January 17th at 11:30am-12pm. We will be providing a brief description of our plan and answer any questions you may have. We will be located in the party room, double doors to the right side of the Admission room.

Thank you for your time and consideration.

Sincerely,

Jessica Robinson & Jeanette Meyers

c/o J&J Kids Care

2291 Bench Blvd

Billings, MT 59105

J&J Kids Care – Neighborhood Meeting 1/17/26 @ 11:30 AM

Meeting Notice: 543 Aronson Avenue, Billings, MT 59105

Start Time:_____ Finish Time:_____

Agenda:

Introduction of Jessica Robinson & Jeanette Meyers

Daycare History

Plan for Change

Questions & Anwers

No one attended the Meeting on 1/17/2026.

Questions Asked By Attendees:

_____

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Attendees: Names, Street Address, Phone Number, please.

Zoning History for City SR 1003 – 2291 Bench Blvd.

SUBJECT PROPERTY	Special Review	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
2291 Bench Blvd.	None				
SURROUNDING PROPERTY	**Special Review**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
1702 Colton Boulevard	899	5/1/2012	Daycare Center	Y	

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: City Special Review 1004: 533 S. 24th St. W. - Drive-Through Service
PRESENTED BY: Tate Johnson, Planner 1
Department: Planning & Community Services
Presentation: Yes
Legal Review: Yes
Project Number: PZX-26-00025

RECOMMENDATION

The City Zoning Commission is recommending conditional approval and adoption of the findings for Special Review 1004 to allow a drive-through use for a proposed 7 Brew Coffee facility at 533 S. 24th St. W. within the Corridor Mixed Use 1 (CMU1) district.

EXECUTIVE SUMMARY

Special Review 1004 is a request to allow a drive-through use for a proposed 7 Brew Coffee facility at 533 S 24th St W within the Corridor Mixed Use 1 (CMU1) district. The property, formerly used as a veterinary facility that was recently demolished, is adjacent to residential zoning, which requires Special Review of the application. The site will be redeveloped with a small drive-through-only coffee stand, improved access, internal stacking to prevent street overflow, and enhanced landscaping, and will utilize person-to-person ordering with no outdoor speaker system to minimize impacts on adjacent residential properties. The City Zoning Commission recommends conditional approval of Special Review 1004.

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

This is a Special Review request to allow a drive-through service adjacent to a residential zoning district along the east property line for a proposed drive-through retail coffee facility. The subject property, located at 533 S. 24th St. W., is zoned Corridor Mixed Use 1 (CMU1). While drive-through uses are permitted in the CMU1 district, a Special Review is required when the use is adjacent to or across an alley from residential zoning. The site was previously developed as a veterinary clinic, which has since been demolished. The parcel is currently vacant and contains approximately 29,039 square feet (0.66 acres). The property is directly adjacent to residential zoning to the east and south, with commercial uses located to the north and west.

The applicant proposes to redevelop the site with a 510-square-foot drive-through-only coffee stand and an approximately 280-square-foot cooler/storage structure. The business will operate with two internal stacking lanes and no indoor or outdoor seating. Unlike traditional drive-through facilities, the proposed operation will not utilize an outdoor speaker system; instead, employees will take orders in person at customers' vehicles. Proposed hours of operation are 5:30 AM to 10:00 PM, Sunday through Thursday, and 5:30 AM to 11:00 PM, Friday and Saturday.

The CMU1 district is intended to accommodate commercial and mixed-use development along major transportation corridors while promoting compatibility with surrounding neighborhoods. The district supports pedestrian-oriented design but also allows auto-oriented commercial uses along arterial corridors. Because the proposed drive-through is adjacent to residential zoning, Special Review approval is required to evaluate site-specific impacts and ensure compatibility.

The property fronts S 24th St W, a major north-south arterial corridor, and also has frontage along Lampman Avenue. The proposal consolidates two existing drive approaches along Lampman Avenue into a single improved access point, reducing curb cuts and improving site circulation. All access will occur from Lampman Avenue; no direct access is proposed from S 24th St W. The intersection of Lampman Avenue and S. 24th St. W. is signalized and allows all turning movements.

The submitted site plan demonstrates internal counterclockwise circulation with dual stacking lanes, on-site parking, landscaping improvements, and retention of screening adjacent to residential properties. Surrounding development along the S. 24th St. W. corridor includes established commercial uses, reinforcing the corridor's role as a retail and service destination for the surrounding neighborhood.

The property was rezoned from Residential 7,000 (R-70) to Neighborhood Commercial (NC) in 2017 and was transitioned to CMU1 with adoption of the 2021 zoning update. In addition, the property received Special Review approval in 1995 to allow the establishment of a veterinary clinic use on the site.

APPLICATION DATA
OWNERS: Michael Walker
AGENT: Brian Evans, 7 Brew
PURPOSE: A special review request to allow a drive-through service adjacent to a residential zone district, in a Corridor Mixed Use 1 (CMU1) zone.
LEGAL DESCRIPTION: Lots 1-3, Block 5, Valley View Acres Subdivision Amended Plat
ADDRESS: 533 S 24th St W
EXISTING LAND USE: Vacant
PROPOSED LAND USE: Drive through coffee business
EXISTING ZONING: CMU1 - Corridor Mixed Use 1
SIZE OF PARCEL: 29,039 square feet (0.66 acres)

SURROUNDING ZONING & LAND USE
NORTH: CMU1 - Corridor Mixed Use 1
Land Use: Multi-tenant commercial development
SOUTH: NMU - Neighborhood Mixed Use and N2 - Mid-Century Neighborhood
Land Use: Commercial Retail - DXL Clothing and Residential Homes
EAST: N2 - Mid-Century Neighborhood
Land Use: Residential Home
WEST: CMU2 - Corridor Mixed Use 2
Land Use: Tidal Wave Car Wash

SUMMARY
PROPOSED FINDINGS OF THE REVIEW CRITERIA (*Section 27-1623.D and E*)
City Zoning Commission recommends conditional approval of the requested special review based on the proposed findings of the criteria.

1. The special review use is consistent with the City's growth policy and applicable neighborhood plans, if any.
Essential Investments

- *Infill development and development near existing City infrastructure may be the most cost-effective.*

The proposed Special Review facilitates the redevelopment of an underutilized parcel that previously operated as a vet clinic and is now vacant. Located along a key commercial corridor already supported by public infrastructure, the project promotes efficient infill development within the city limits. This approach optimizes the use of existing streets, utilities, and public services, minimizing the need for costly infrastructure expansion.

Strong Neighborhoods

- *Neighborhoods that are safe and attractive and provide essential services are much desired.*

This redevelopment brings a neighborhood-oriented commercial use to the area, a coffee shop. The site is located within an established commercial corridor that already provides a range of services. Conditions of approval will help preserve the character of the surrounding area, promoting safety and ensuring a comfortable environment for patrons visiting the site.

Prosperity

- *A diversity of available jobs can ensure a strong Billings economy.*
- *Successful businesses that provide local jobs benefit the community.*

The proposed project will add a new commercial space, generating short-term construction jobs and long-term employment opportunities within the planned coffee shop. These types of businesses help strengthen the local economy by providing essential, everyday services and fostering economic resilience. The development supports the City's goals for business growth and job creation, contributing to the continued vitality of the area.

2. The establishment, maintenance, or operation of the special review use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
The proposed drive through coffee shop has been designed to minimize potential negative impacts on public health, safety, and the general welfare, particularly given its location along an established commercial corridor. The site layout, traffic circulation, and operational features have been carefully considered to promote compatibility with surrounding uses and ensure safe and efficient site operations. With these site features and appropriate conditions of approval in place, the proposed use can operate in a manner that is not detrimental to the health, safety, or comfort of

the surrounding neighborhood and uses. The establishment will not have a drive through speaker system and instead employees of the establishment will take orders at customer's cars. This will help minimize sound impacts to adjacent residential properties during business hours.

3. The site is adequate in size for the proposed use and has topography to accommodate the use while meeting the other requirements of this Zoning Code, including zone district dimensions, landscaping requirements, and parking.
The subject property at 533 S 24th St W. is approximately 0.66 acres and is zoned Corridor Mixed Use 1 (CMU1). The CMU1 district is intended to accommodate a variety of commercial and mixed-use developments along key corridors and permits a coffee drive through store with special review approval. The proposed development, is consistent with the scale and intent of uses allowed in the district. The site is relatively flat and does not present any known topographical or environmental constraints that would limit development. The submitted site plan generally aligns with the dimensional standards of the CMU1 zoning district, including height and landscape buffer requirements. However, the proposed development does not meet certain build-to zone and façade requirements of the CMU1 district. As discussed with the applicant, variances will be required to address these standards. The need for variances results from existing subdivision covenants and restrictions that constrain the site layout.

4. The special review use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
The proposed coffee shop with a drive-through is located within the CMU1 zoning district. The site is bordered by commercial uses to the north, south, and west, while residential zoning exists to the east. Additionally, the site was formerly used as a veterinary facility, Caring Hands, which relocated within the corridor. The use is consistent with the intent of the CMU1 zone, which accommodates commercial uses along transportation corridors to promote development that is comfortably accessible. There is no indication that new development on this property would negatively affect or reduce property values in the surrounding neighborhood.

5. The special review use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
The proposed coffee shop with a drive through is located within the Corridor Mixed Use 1 (CMU1) zoning district, which is designed to accommodate a wide range of commercial and mixed-use developments along key transportation corridors. The proposed project is located within a developed subdivision and will utilize existing city infrastructure like roadways, water and sewer connections. Additionally, the establishment will not have a drive through speaker system and instead employees of the establishment will take orders at customer's cars. This will help minimize sound impacts to adjacent residential properties during business hours.

6. Conditions necessary to protect the public health, safety, and general welfare can be established.
Staff recommends the following conditions of approval for this project based on the findings of the review criteria:

1. The special review approval is for a drive through coffee facility, located at 533 S 24th St W. on Lot 1-3, Block 5, Valley View Acres Subd., S07, T01 S, R26 E, a 29,039-square foot parcel of land. No other use is intended or implied.
2. No outdoor speaker or amplified ordering system shall be audible at any property line, should one be added in the future.
3. Any new lighting on the building or within the parking lot shall have full cutoff shields, so light is directed to the ground and not onto adjacent property.
4. Existing screening adjacent to residentially zoned properties shall remain in place and maintained. If removed or altered, a sight-obscuring fence shall be installed along the residential property line to buffer the adjacent zoning district.
5. All other applicable limitations and requirements of the Billings, Montana City Code Zoning Regulations shall apply.
6. Provided all conditions of approval are met, the Special Review approval shall run with the land described herein and shall apply to all current and subsequent owners, operators, managers, leaseholders, heirs, and assigns.

7. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
Any new construction on the site will follow applicable building codes, engineering standards, and all zoning requirements will be followed.

8. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in public streets.
The subject property currently contains two access points from Lampman Avenue. The proposed development will consolidate these into one improved access location. Any changes to the access configuration will be subject to review and approval by the City Engineering Division.

9. The special review use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the city council.

The proposed development meets all other zoning code requirements, the submitted site plan generally aligns with the dimensional standards of the CMU1 zoning district, including height and landscape buffer requirements. However, the proposed development does not meet certain build-to zone and façade requirements of the CMU1 district. As discussed with the applicant, variances will be required to address these standards. The need for variances results from existing subdivision covenants and restrictions that constrain the site layout and make full compliance with CMU1 build-to requirements impracticable.

FISCAL EFFECTS

The special review application will not impact the Planning Division's budget.

STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting on January 22, 2026. No surrounding property owners attended the meeting. Planning staff prepared and mailed the public hearing notice to surrounding property owners, published a legal ad and posted the property with the Zoning Request sign. Planning staff received no communication on the application from the surrounding owners or the public as of the writing this report.

ZONING COMMISSION

The Zoning Commission held a public hearing on March 3, 2026, to consider the Special Review application. Planning staff provided a brief presentation outlining the request and recommended approval based on the proposed findings addressing the applicable criteria. Chairperson Dan Brooks opened the public hearing and invited the agent to speak. Brian Evans, introduced himself and asked if the commission had any questions. There were no questions for the agent or staff. With no further public comment, Chairperson Brooks closed the hearing. Commissioner McCall made a motion to recommend conditional approval of the Special Review and to adopt the findings addressing the nine review criteria. The motion was seconded by Commissioner Megorden and passed unanimously (5-0 vote).

ALTERNATIVES

The City Council may take one of the following actions:

- Conditionally approve and adopt the findings of the review criteria for Special Review 1003; or,
- Deny and adopt different findings of the review criteria for Special Review 1003; or,
- Delay action on the request to a certain date not more than 60 days in the future; or,
- Allow the applicant to withdraw the zone change request.

The applicant has not asked to delay or withdraw the application as of the drafting of this memo. City Council may add, modify, or remove conditions of approval for Special Review 1003.

Attachments

Zoning Map & Site Photos
Application & Applicant Letter
Site Plans
Chart of Zoning History

Special Review 1004
Zoning Map & Site Photos





Special Review 1004
Zoning Map & Site Photos



Subject Property



Looking east

Special Review 1004
Zoning Map & Site Photos



Looking south



Looking west

Special Review 1004
Zoning Map & Site Photos



Looking north

CITY SPECIAL REVIEW

CITY SPECIAL REVIEW APPLICATION FORM

City Special Review#_____- Project #_____

The undersigned as owner(s) of the following described property hereby request a Special Review as outlined in the City of Billings Zoning Regulations.

Present Zoning: Corridor Mixed Use I

Special Review Requested: business with a drive through service

TAX ID# C01734 CITY ELECTION WARD # 3

Legal Description of Property:

VALLEY VIEW ACRES SUBD, S07, T01 S, R26 E, BLOCK 5, Lot 1 - 3, AMD BLK 2 (57)

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

533 S 24TH ST W

Size of Parcel (Area & Dimensions):

0.664 acre; approximatley 120'x240'

Present Land-Use: vacant land, previously vet clinic demolished

vacant land, previously vet clinic demolished

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

Owner(s): Michael Walker
(Recorded Owner)

2231 Green Terrace Dr, Billings, MT 59102
(Address)

4062565000 mwalker@naibusinessproperties.com
(Phone Number) (email)

Agent(s): Brian Evans
(Name)

445 E Market St, Suite 310, Louisville, KY 40202
(Address)

brian.evans@7brewteam.com
(Phone Number) (Email)

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

Signature: _____ Date: 1/29/26
(Recorded Owner – digital signature allowed)

Kueber Coffee Montana, LLC | 7 Brew Franchisee | 445 E Market St, Suite 310, Louisville, KY 40202

01/29/26 **Via: portal**

City of Billings
316 N. 26th Street
Billings, MT 59101
Attn: Zoning Commission

RE: 7 Brew Coffee – 533 S 24th St W
Project Narrative

Seven Brew is a drive thru only coffee concept that serves beverages and no food. We serve a variety of made to order beverages, including coffee, tea, Italian sodas, smoothies, shakes, energy drinks, and hot chocolate.

We believe we are the face of a coffee revolution with our unique speed of service coupled with quality products. Our delicious drinks are made from the best ingredients, served by always energetic, upbeat, fun, and welcoming baristas, in a fast and consistent drive thru. Each one of our location's employees between 40-50 high energy people that are sure to put a smile on guests' faces!

Our model takes up a small footprint of around half an acre to an acre with a 510 square foot building. At Seven Brew, we offer drive thru only with two ordering lanes that help us process orders ultra-fast (think Chick-fil-A) to allow our guest to get in and out to tackle their day. There is no interior or exterior seating available. Our baristas greet guest at their vehicles with iPad and drinks are then delivered directly to the vehicles. There are no obnoxious speaker boxes, all our interactions are person to person. Our stands operates Sunday thru Thursday from 5:30 am to 10:00 pm and from 5:30 am to 11:00 pm on Friday and Saturday.

Our thoughtfully designed building has a canopy that stems from each side to protect our employees and our guests from the weather during the ordering and delivery process. We do offer walk up ordering service, but this equates to less than 1% of our sales and is typically used by first responders, which we offer a 50% discount too.

We are proposing to redevelop the property located at 533 S 24th Street, that was previously a veterinary office. The site will be redeveloped with a 510 square foot coffee stand and a 388 square foot remote cooler and storage structure along with a dumpster enclosure and associated site, utility and landscape improvements. The stand, cooler/storage structure, and dumpster enclosure are clad in an attractive and durable Nichiha fiber cement product. Nichiha cladding is highly durable and can withstand a variety of harsh environments, including extreme temperatures, moisture, UV radiation, and insects all while requiring minimal maintenance.

Kueber Coffee Montana, LLC | 7 Brew Franchisee | 445 E Market St, Suite 310, Louisville, KY 40202

Special Review Considerations

The Zoning Commission shall consider the following items for special review:

1. In what ways is your proposal consistent with the goals and policies of the adopted Growth policy?

   This redevelopment is consistent with the goals and policies of the adopted Grown policy by:
   - *Providing infill development of previously developed site*
   - *Planning and construction of interconnected sidewalks to promote livability*
   - *Creating 60-70 jobs to foster economic development and tax base*

2. How the site is adequate in size and location to accommodate the proposed use while still meeting all of the zone district requirements such as landscaping and parking.

   The site is of sufficient area to accommodate the proposed use. It's location along S 24th Street will provide a convenient service along this commercial corridor, while also allowing safe and easy service to the residential neighborhood to the north. Amble parking is provided on site to accommodate employes during shift change. Landscaping is provided in accordance with the requirements of the zoning district.

3. How the proposed use is compatible with nearby uses and how the applicant intends to mitigate any potential impacts.

   The building and cooler/storage structures are located along the front property line adjacent to the S 24th Street right of way, a commercial corridor. The existing screen fencing adjacent to the residential properties to the northwest and west will remain in place. And unlike traditional drive through business, 7 Brew does not have a order menu and speaker box, but rather takes order directly at customers vehicles person to person.

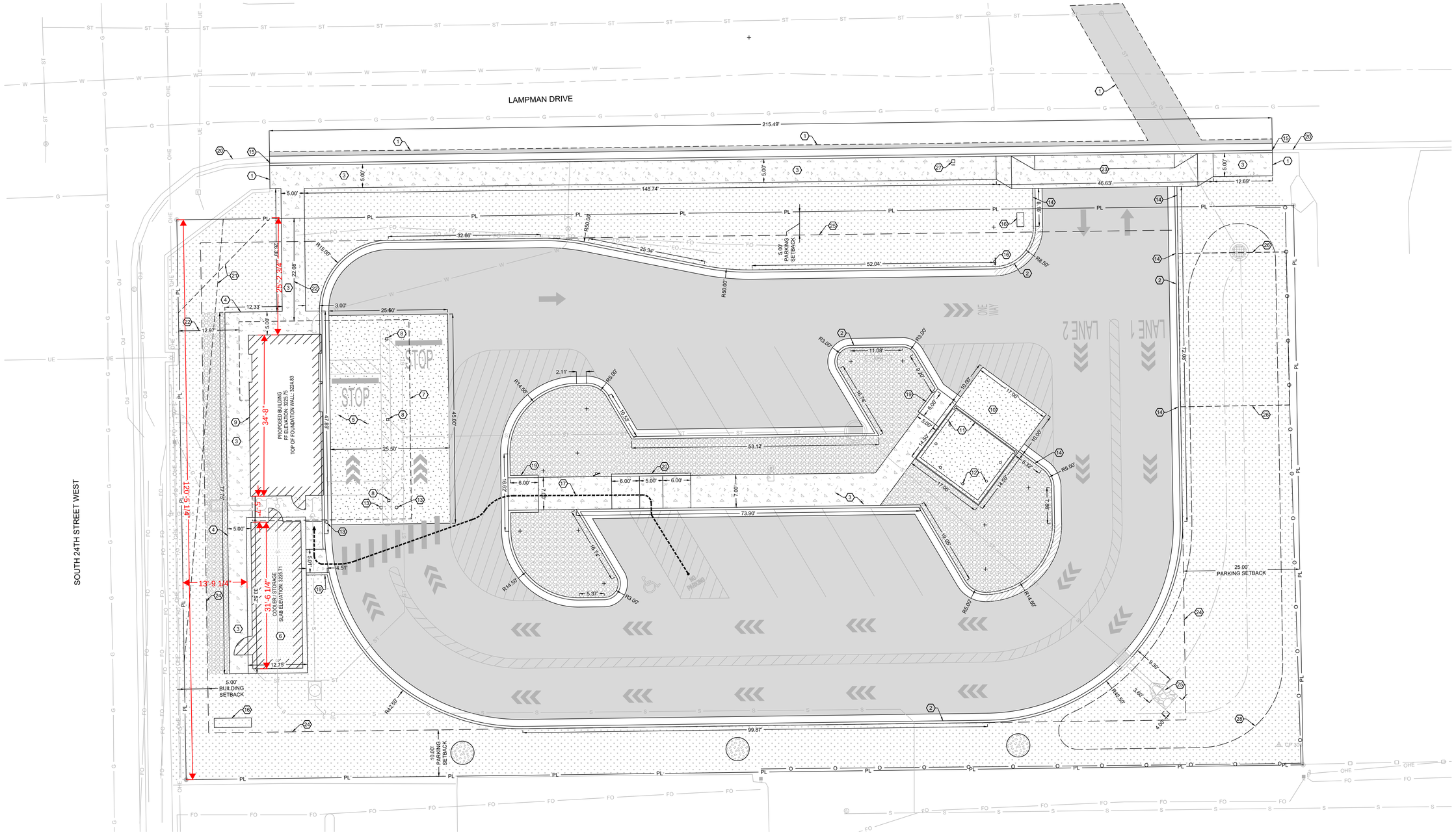
4. How the proposed use will not impede the normal improvement of surrounding property.

   The redevelopment of the site will consolidate two driveways along Lampman Ave into one and provide a landscape buffer which does not currently exist. Sufficient on-site parking will also be provided to eliminate any unwanted street parking.

If you have questions or concerns about these items, please contact me at brian.evans@7brewteam.com or 502-528-1798.

Best,

Brian Evans
Director of Entitlements



HATCH LEGEND:

- = ASPHALT PAVEMENT PER DETAIL 2.06, SHEET C7.1.
- = CONCRETE SIDEWALK PER SIDEWALK DETAIL 2.02, SHEET C7.1.
- = CONCRETE PAVEMENT PER CONCRETE PAVEMENT DETAIL 2.03 AND 2.05, SHEET C7.1.
- = COOLER/STORAGE PAD PER STRUCTURAL PLANS.
- = SPILL CURB PER DETAIL 2.01, SHEET C7.1.
- = TURF GRASS SOD. INSTALL PER SUPPLIER'S INSTALLATION INSTRUCTIONS.
- = LANDSCAPE ROCK. PLACE 3" OF 1" - 2" RIVER ROCK OVER COMMERCIAL GRADE WEED FABRIC.
- = LANDSCAPE MULCH. SMOOTH SOIL SHALL BE COVERED BY WEED FABRIC AND TOPPED WITH 3 TO 4-INCH LAYER OF SHREDDED HARDWOOD MULCH, MATCH EXISTING COLOR.

KEY NOTES:

1. MATCH EXISTING PAVEMENT.
2. CONCRETE CURB & GUTTER PER DETAIL 2.01, SHEET C7.1.
3. SIDEWALK PER DETAIL 2.02, SHEET C7.1.
4. EDGE OF CONCRETE SLAB TO BE THICKENED CONCRETE PER STOOP/WALK EDGE DETAIL 2.04, SHEET C7.1.
5. CONCRETE PAVEMENT PER CONCRETE PAVEMENT DETAILS 2.03 & 2.05, SHEET C7.1.
6. REMOTE COOLER LOCATION, COOLER TO BE INSTALLED ON 4" THICK CONCRETE PAD WITH THICKENED EDGE PER STRUCTURAL PLANS.
7. BUILDING CANOPY OUTLINE.
8. CANOPY COLUMNS LOCATIONS, TYPICAL.
9. BUILDING FOUNDATION WALL AND FOOTING PER STRUCTURAL PLANS. REFER TO DETAIL 2.07, SHEET C7.1 FOR FOUNDATION WALL ELEVATION.
10. CONCRETE PAVEMENT FOR TRASH ENCLOSURE PER CONCRETE PAVEMENT DETAILS 2.03 & 2.05, SHEET C7.1.
11. TRASH ENCLOSURE AND GATE, PER ARCHITECTURAL PLANS.
12. 6' PIPE BOLLARD, TYPICAL PER DETAIL 2.09, SHEET C7.1.
13. 3' PIPE BOLLARD, TYPICAL PER DETAIL 2.09, SHEET C7.1.
14. INSTALL CURB TRANSITION PER DETAIL 2.15, SHEET C7.2.
15. CONNECT TO EXISTING CURB.
16. SIGN, SEE SHEET C6.1.
17. ACCESSIBLE PATH FROM PARKING TO BUILDING.
18. TYPE 2 ADA CURB RAMP PER DETAIL 2.12, SHEET C7.2.
19. TYPE 4 ADA CURB RAMP PER DETAIL 2.14, SHEET C7.2.
20. EXISTING CURB AND GUTTER, DO NOT DISTURB.
21. STREET VISION TRIANGLE.
22. DIMENSION FROM PROPERTY LINE TO NEAREST BUILDING STRUCTURE.
23. CURB WALK/DRIVE APPROACH PER CITY OF BILLINGS STANDARDS.
24. BUILDING / PARKING SETBACK.
25. RIP RAP PAD PER DETAIL 4.04, SHEET C7.2.
26. SNOW STORAGE AREA.
27. REINSTALL MAILBOX POST AND MAIL RECEPTACLE.
28. TOP OF PONDED AREA

PROPOSED USE:

RESTAURANT WITH DRIVE THRU.

ZONING:

ZONING: CORRIDOR MIXED USE 1.

PARKING REQUIREMENTS:

1 SPACE PER EMPLOYEE DURING LARGEST SHIFT = 6 STALLS.
PROVIDED = 11 STALLS, 10 STANDARD AND 1 ADA.

STORMWATER NOTES:

PRE-PROJECT IMPERVIOUS AREA	= 6,367 S. F.
PRE-PROJECT PERVIOUS AREA	= 25,927 S. F.
TOTAL	= 32,294 S. F.
POST-PROJECT IMPERVIOUS AREA	= 19,710 S. F.
POST-PROJECT PERVIOUS AREA	= 12,584 S. F.
TOTAL	= 32,294 S. F.

BUILDING AND LOT DATA:

PROJECT FOOTPRINT 32,294 S.F. = 0.74 ACRES
PROPOSED BUILDING (1 STORY) - RETAIL = 510 S.F.
REMOTE COOLER = 280 S.F.
CONSTRUCTION TYPE: V-B

QUANTITIES

CURB & GUTTER:	1,100 L.F.
ASPHALT PAVEMENT:	12,809 S.F.
8" CONCRETE PAVEMENT:	1,564 S.F.
4" CONCRETE SIDEWALK:	2,543 S.F.
COOLER/STORAGE SLAB:	427 S.F.
TURF GRASS SOD:	9,869 S.F.
LANDSCAPING ROCK:	2,424 S.F.
LANDSCAPE MULCH	59 S.F.

N

0 5 10

H. SCALE: 1" = 10

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COA MT# PEL-EF-LIC-60135

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SEVEN BREW COFFEE DRIVE THRU

MONTANA LICENSED PROFESSIONAL ENGINEER
SHAWN BARRY
No. 103800PE
11/12/2025

ENGINEER OF RECORD:
NAME: SHAWN BARRY
LICENSE NO. MT #PE-103800PE

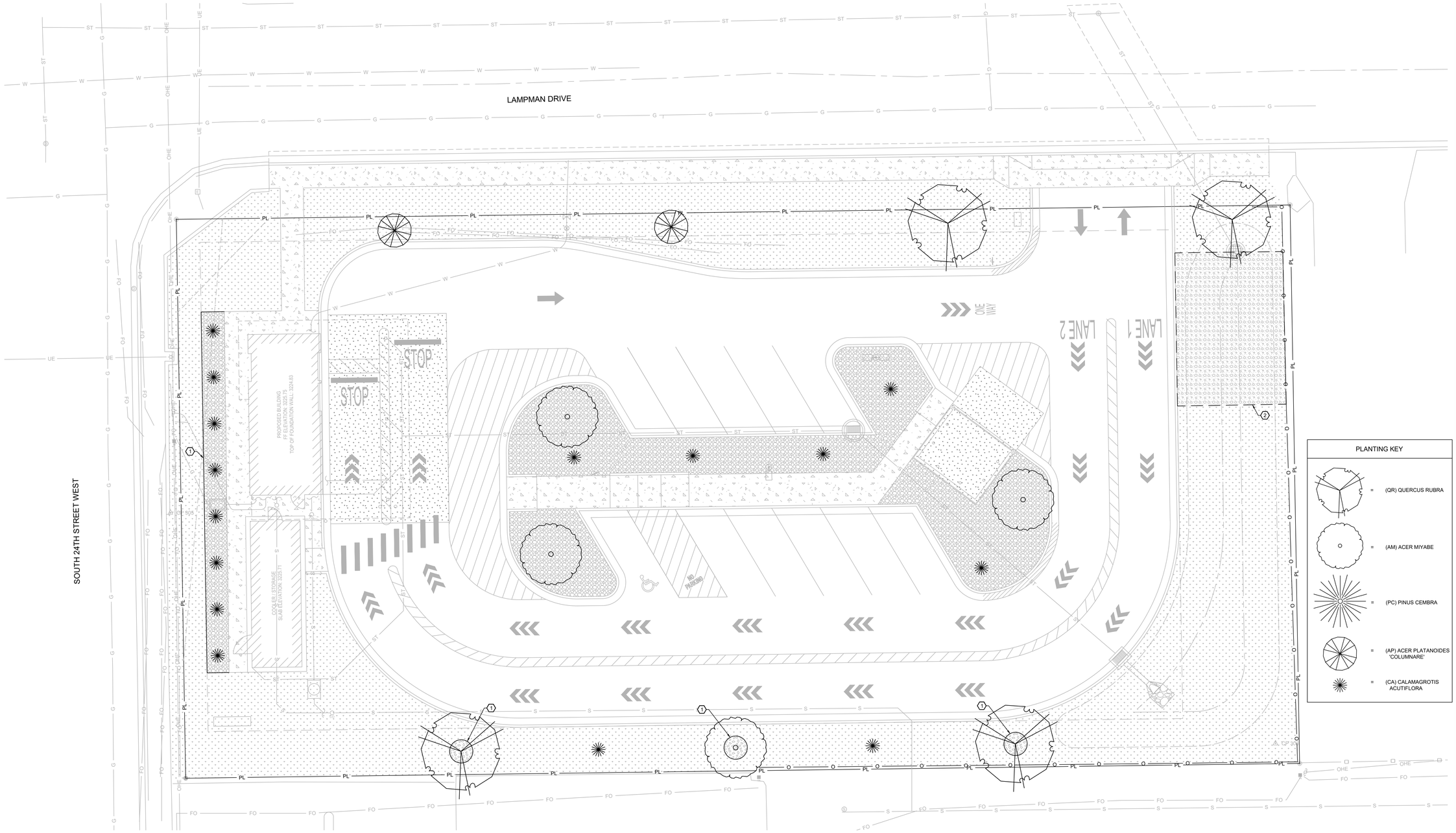
PROJECT NUMBER: 110.009
REVISION:

7 BREW COFFEE
BILLINGS, MT

533 S 24TH ST W
BILLINGS, MT 59102

C2.1
SITE PLAN

DATE: NOVEMBER 10, 2025



PLANTING KEY

= (QR) QUERCUS RUBRA

= (AM) ACER MIYABE

= (PC) PINUS CEMBRA

= (AP) ACER PLATANOIDES 'COLUMNARE'

= (CA) CALAMAGROTIS ACUTIFLORA

HATCH LEGEND:

= ASPHALT PAVEMENT
PER DETAIL 2.06, SHEET C7.1.

= CONCRETE SIDEWALK
PER SIDEWALK DETAIL 2.02, SHEET C7.1.

= CONCRETE PAVEMENT
PER CONCRETE PAVEMENT DETAIL 2.03 AND 2.05, SHEET C7.1.

= SPILL CURB
PER DETAIL 2.01, SHEET C7.1.

= TURF GRASS SOD.
INSTALL PER SUPPLIER'S INSTALLATION INSTRUCTIONS.

= LANDSCAPE ROCK.
PLACE 6" OF 1" - 2" RIVER ROCK OVER COMMERCIAL GRADE WEED FABRIC.

= RIP RAP.
PLACE 6" RIP RAP OVER COMMERCIAL GRADE WEED FABRIC.

= SNOW STACK AREA.
PLACE 12" OF #2 ROUND STONE OVER COMMERCIAL GRADE WEED FABRIC.

= LANDSCAPE PLANTING BEDS. BEDS SHALL RECEIVE MINIMUM 12" DEPTH OF SOIL MIX CONSISTING OF 3 PARTS TOPSOIL, 1 PART SAND, I PART ORGANIC MATTER. COVER SOIL MIX WITH COMMERCIAL GRADE WEED FABRIC, TOPPED WITH 3"-4" DEPTH OF SHREDDER HARDWOOD MULCH. COLOR TO BE APPROVED BY OWNER. PLANTINGS BY OWNER.

PERIMETER LANDSCAPING:

360 L.F FRONTAGE @ 1 TREE / 40 L.F. = 9 TREES

PLANTING LIST

TYPE	COMMON NAME (SCIENTIFIC NAME)	QUANTITY REQUIRED	QUANTITY PROVIDED	CONDITION AND SIZE	APPROXIMATE MATURE SIZE (HT x SP)
	CANOPY TREES				
QR	NORTHERN RED OAK (QUERCUS RUBRA)	4	4	2" CAL. B&B	60'X60'
	NON-CANOPY TREES				
AM	STATE STREET MAPLE (ACER MIYABE)	6	6	2" CAL. B&B	50'X30'
AP	COLUMNAR NORWAY MAPLE (ACER PLATANOIDES COLUMNARE)	2	2	2" CAL. B&B	50'X20'
	EVERGREEN TREES				
PC	SWISS STONE PINE (PINUS CEMBRA)	2	2	2" CAL. B&B	30'X20'
	SHRUBS				
CA	KARL FOERSTER (CALAMAGROTIS ACUTIFLORA)	11	11	18" MIN.	36" MIN.

KEY NOTES:

1. INSTALL HEAVY DUTY METAL EDGING (MIN 3/16" THICK) TO SEPARATE LANDSCAPE PLANTING AREAS FROM TURF AREAS.
2. SNOW STORAGE BOUNDARY.

GENERAL LANDSCAPING NOTES

1. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITY LINES AND OTHER ABOVE OR BELOW GROUND OBSTRUCTIONS SO THAT PROPER PRECAUTIONS SHALL BE TAKEN NOT TO DISTURB OR DAMAGE SUCH IMPROVEMENTS. REFER TO CIVIL DRAWINGS FOR PROPOSED AND EXISTING UTILITY LOCATIONS.
2. STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR NURSERY STOCK" REPRESENT GENERAL GUIDELINE SPECIFICATIONS ONLY AND WILL CONSTITUTE MIN. QUALITY REQUIREMENTS FOR PLANT MATERIAL.
3. THE ARCHITECT OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
4. ALL TREES SHALL BE CALIPERED AND UNDERSIZED TREES SHALL BE REJECTED.
5. SPECIFIED CALIPER MEASUREMENT FOR TREES SHALL BE MEASURED AT 6" ABOVE THE GRADE.
6. ANY MATERIAL WHICH DIES OR DEFOLIATES PRIOR TO ACCEPTANCE OF THE WORK SHALL BE PROMPTLY REMOVED AND REPLACED.
7. CONTRACTOR IS RESPONSIBLE FOR SOIL SAMPLING AND TESTING TO DETERMINE EXACT FERTILIZER REQS.
8. PLANTS AND OTHER MATERIALS ARE QUANTIFIED AND SUMMARIZED FOR THE CONVENIENCE OF THE CITY AND LOCAL GOVERNING BODIES. CONFIRM AND INSTALL SUFFICIENT QUANTITIES TO COMPLETE THE WORK AS DRAWN.
9. BACKFILL TREE AND SHRUB PITS WITH A PREPARED PLANTING MIX AS FOLLOWS U.N.O.:
   A. 2 PARTS BY VOLUME TOPSOIL.
   B. 1 PART BY VOLUME BROWN RIVER SAND.
   C. 1 PART BY VOLUME PEAT MOSS.
   D. 1 LB. COMMERCIAL FERTILIZER PER C.Y. OF MIX.
10. ALL TREE PITS SHALL RECEIVE A MINIMUM OF 24" OF THE SPECIFIED PLANTING MIX.
11. ALL PLANTINGS SHALL BE MULCHED WITH A 3"-4" LAYER OF SHREDDED HARDWOOD MULCH AFTER INSTALLATION OF PLANT MATERIAL.
12. ALL SHRUB PLANTING MATERIAL SHALL MEASURE A MIN. OF 18" IN HEIGHT AT THE TIME OF PLANTING.
13. THE PLAN IS SUBJECT TO CHANGES BASED ON PLANT SIZE AND MATERIAL AVAILABILITY. ANY DEVIATION TO THE APPROVED FINAL LANDSCAPING PLAN SHALL REQUIRE THE WRITTEN APPROVAL OF THE ARCHITECT PRIOR TO INSTALLATION.
14. KILL AND REMOVE ALL EXISTING WEEDS FROM THE SITE AREA PRIOR TO PLANTING.
15. REFER TO SITE GRADING PLAN FOR FINISH GRADES.
16. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETELY MAINTAINING THE WORK (INCLUDING BUT NOT LIMITED TO: WATERING, MULCHING, SPRAYING, FERTILIZING, ETC.) OF ALL PLANTINGS UNTIL TOTAL ACCEPTANCE OF THE WORK BY THE ARCHITECT AND OWNER.
17. CONTRACTOR WILL STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. CONTRACTOR SHALL HAVE OWNER'S REPRESENTATIVE APPROVE ALL STAKING PRIOR TO INSTALLATION.
18. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. CONTRACTOR SHALL MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
19. REFER TO SITE PLAN FOR GROUND COVERING REQUIREMENTS.
20. SEEDED AREAS SHALL BE REASONABLY SMOOTH AND FREE FROM STONES, ROOTS, OR OTHER DEBRIS.
21. SODDED AREAS SHALL BE INSTALLED PER SUPPLIER'S INSTALLATION INSTRUCTIONS.
22. PERMANENT SEEDING SEASON RUNS FROM MARCH 1ST TO JUNE 1ST AND SEPTEMBER 15TH TO NOVEMBER 1ST. SEEDING AND MULCHING MUST BE DONE WHENEVER WORK IS COMPLETE REGARDLESS OF THE SEASON. WHENEVER SEEDING AND MULCH IS INSTALLED OUTSIDE THE PERMANENT SEEDING SEASON, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLANTING AND MULCHING ANY AREAS WHERE GROWTH HAS NOT BECOME ESTABLISHED DURING THE NEXT PERMANENT SEASON.
23. IT IS THE CONTRACTORS RESPONSIBILITY TO SUBMIT AND OBTAIN THE REVIEW AND APPROVAL FROM THE LOCAL GOVERNMENT AGENCY THAT HAS JURISDICTION OVER THE LANDSCAPE IMPROVEMENTS INCLUDED IN THIS SET OF DRAWINGS.
24. IT IS THE CONTRACTORS RESPONSIBILITY TO SUBMIT AND OBTAIN THE REVIEW AND APPROVAL FROM THE LOCAL GOVERNMENT AGENCY THAT HAS JURISDICTION OVER THE IRRIGATION IMPROVEMENTS INCLUDED IN THIS SET OF DRAWINGS.

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H. SCALE: 1" = 10'

Call 811 or
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SEVEN 7 BREW COFFEE DRIVE THRU

MONTANA LICENSED PROFESSIONAL ENGINEER
SHAWN BARRY
No. 103800PE
11/12/2025

ENGINEER OF RECORD:
NAME: SHAWN BARRY
LICENSE NO. MT #PE-103800PE

PROJECT NUMBER: 110.009
REVISION:

7 BREW COFFEE
BILLINGS, MT
533 S 24TH ST W
BILLINGS, MT 59102

C5.1
LANDSCAPE PLAN

DATE: NOVEMBER 10, 2025

Zoning History for City SR 1004 – 533 S 24th St W

SUBJECT PROPERTY	Special Review	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
533 S 24th St W	543	1/9/1995	Veterinary clinic use	Y	
SURROUNDING PROPERTY	**Special Review**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
4140 State Ave	999	5/27/2025	A drive through food service adjacent to a residential zone	Y	
2202 Central Ave	966	6/26/2018	A drive through food service across an alley from a residential zone	Y	Little Ceasars Drive Through
1025 N 27th St, 2601 10th Ave N, & 1010 N 26th St	959	11/29/2017	Two drive through banks adjacent to a residential zone	Y	Opportunity Bank
54th St W & Grand Ave	952	1/24/2017	A drive through pharmacy adjacent to a residential zone	Y	Alberston's Pharmacy
1335 Golden Valley Circle	932	10/27/2015	A drive through coffee place	Y	City Brew
819 Grand Ave	920	1/13/2015	A drive through coffee service adjacent to a residential zone	Y	Off the Leaf
910 Grand Ave	915	1/30/2014	A drive through café service across an alley from a residential zone	Y	Starbucks
3133 Central Ave	891	9/13/2011	A drive through across the alley from a residential zone		
2434 Central Ave	877	5/27/2009	A drive through service adjacent to a residential zone	Y	Burger King
2156 Central Ave	876	5/27/2009	A drive through service adjacent to a residential zone	Y	
1212 Grand Ave	873	1/27/2009	A drive through service across an alley from a residential zone	Y	Alberston's Pharmacy
615 & 617 Central Ave	857	6/3/2008	A drive through service adjacent to a residential zone	Y	CVS Pharmacy
952 Central Ave	843	4/23/2007	A drive through service adjacent to a residential zone		Rimrock Credit Union
Grand Ave & Zimmerman Tr	831	1/8/2007	A double drive through adjacent to a residential zone	Y	Walgreen's Pharmacy
1447 Grand Ave	818	7/25/2006	A drive through service adjacent to a residential zone	Y	Rocky Mountain Bank
1600 Main St	808	4/27/2006	A drive through service adjacent to a residential zone	Y	Walgreen's Pharmacy
1045 Grand Ave	803	2/8/2006	A drive through service adjacent to a residential zone	Y	Dairy Queen
2223 Central Ave	732	1/7/2003	A drive through service adjacent to a residential zone	Y	Little Horn State Bank

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: City Zone Change 1076- 715 Commerce Way- P1 to P2
PRESENTED BY: Karen Husman
Department: Planning & Community Services
Presentation: Yes
Legal Review: Yes
Project Number: PZX-26-00007

RECOMMENDATION
City Zoning Commission is recommending approval of Zone Change 1076 and adoption of the findings of the 10 review criteria.

EXECUTIVE SUMMARY
The City of Billings has initiated a zone change for Amend Park from Parks and Open Space (P1) to Public, Civic, and Institutional (P2) to support operation of a restaurant, including alcohol service, within the new Signal Peak Ice Arena. The proposed change enables accessory uses not permitted in P1 zoning while remaining consistent with recreational uses allowed in the P2 district.

The ice arena and its restaurant use will enhance Amend Park, expand recreational opportunities, and contribute to local employment and economic activity. The zone change aligns with the City's Growth Policy by supporting appropriate neighborhood character, walkable community amenities, and efficient use of existing infrastructure. The request for a Public 2 zone is also supported by the goals of the Growth Policy to expand and create partnerships that support community services. Actions that support community investments will attract and retain a strong, skilled, and diverse workforce. The proposed zoning on the subject parcel is compatible with the adjacent zoning and land uses.

The Zoning Commission finds the request compatible with surrounding zoning and land uses and recommends approval based on the applicable review criteria.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
The City of Billings has initiated a zone change for the City's Amend Park from Parks and Open Space (P1) to Public, Civic, and Institutional (P2), to facilitate the operation of a new restaurant, including the sale of alcoholic beverages, inside the new ice skating center. The development of the new Signal Peak Ice Arena will provide a recreational facility that enhances Amend Park and supports the City's broader community and economic development goals. The Growth Policy identifies varying levels of neighborhood character, and the proposed zone change is consistent with the type of development envisioned for this area.

The property is currently zoned P1, which does not permit a restaurant with alcohol service. In contrast, the P2 zoning district allows recreational facilities with accessory uses such as a restaurant and/or concession stand, including the on-site sale of craft alcohol. The proposed zone change would therefore allow uses that are compatible with and supportive of the ice arena and other recreational uses in the Amend Recreation Campus while remaining consistent with similar recreational zoning districts.

In addition to expanding recreational opportunities, the ice arena will create employment opportunities within the city limits and contribute to local economic activity. The proposed facility supports goals for community prosperity and aligns with Growth Policy objectives that promote walkable neighborhoods and convenient access to neighborhood services, open space, parks, schools, and public gathering spaces, which collectively foster public health and community well-being.

Before the code update in 2021, the city only had one zoning district for parks, schools, churches, airports, landfills or public and institutional uses. This zone - Public - was expanded into three separate public zone districts to make the potential uses predictable for surrounding property owners. For example, now most churches and schools are in the Public 2 (P2) zoning district and campuses such as MSUB, and the hospital area are in Public 3 (P3 - Campus - Education, Medical, or Civic). Public zoned land can either be publicly owned or privately owned. Public 1 (P1) zoning is specifically for parks and open space areas. P1 zoning can have buildings and structures that are focused on the primary use of the park or open space area. P2 zoning can also have recreational uses like those in the P1 district.

The request for a Public 2 (P2) zone is supported by the goals of the Growth Policy, which emphasizes strategic growth, with essential investments, and aims to promote development utilizing existing City infrastructure. The

request for a Public 2 zone is also supported by the goals of the Growth Policy to expand and create partnerships that support community services. Actions that support community investments will attract and retain a strong, skilled, and diverse workforce. The proposed zoning on the subject parcel is compatible with the adjacent zoning and land uses.

APPLICATION DATA
OWNER: City of Billings
AGENT: Gavin Woltjer, (City Parks Dept.) & Karen Husman (City Planning Div.)
LEGAL DESCRIPTION: Tract 1, C.O.S. 2783, Lot 3A-4, and Lot 3A-5, Block 1, Popelka Commerce Center Subdivision, Second Filing, and Lot 3A-1A, Block 1, of Amended Plat of Lots 3A-1 and 3A-3, Block 1, Commerce Center Subdivision, Second Filing, S08, T01 S, R26 E
ADDRESS: 715 Commerce Way
CURRENT ZONING: Public 1 (P1- Parks and Open Space)
PROPOSED ZONING: Public 2 (P2-Public, civic and institutions)
EXISTING LAND USE: Parks and open space
PROPOSED LAND USE: Recreational facility including an indoor ice arena and an indoor basketball court facility.
SIZE OF PARCEL(S): 67.307 acre parcel of land.

SURROUNDING LAND USE & ZONING:
NORTH: Zoning:Light Industrial (I1), Civic Campus (P3),Corridor Mixed Use 2 (CMU2), Mid-Century Neighborhood (N2), Residential Manufactured Home (RMH)
Land Use: Mountain Supply, S & S Machine, Randash Auto, Public, MDT Offices, American Home Centers, Single Family Residential, and Manufactured Home Park
SOUTH: Zoning: Corridor Mixed Use 1 (CMU1), Corridor Mixed Use 2 (CMU2)
Land use: Several food service establishments, Montana Dakota Utilities office, BLM Field office, Ledgestone Suites Hotel
EAST: Zoning: Corridor Mixed Use 1 (CMU1), Public Institution (P2), Mid-Century Neighborhood (N2), RMH
Land use: Retail mattress store, Newman School, Single Family Residential, & Circle K gas station/convenience store, mobile home park
WEST: Zoning: Mid-Century Neighborhood (N2), Corridor Mixed Use 2 (CMU2)
Land Use: Residential

SUMMARY
Prior to taking action, the City Council shall consider the following:

1. Is the new zoning designed in accordance with the Growth Policy and neighborhood plans?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

- *Strong Neighborhoods;*
  - Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction.
  - Neighborhoods that are safe and attractive and provide essential services are much desired.
- *Essential Investments;*
  - A diversity of available jobs can ensure a strong Billings' economy.
- *Placemaking*
  - A multi-use community recreation facility is desirable.
  - Public and private partnerships are valuable for creating enhanced entryways into Billings.
- *Prosperity*
  - A diversity of available jobs can ensure a strong Billings economy.
  - Successful businesses that provide local jobs benefit the community.
  - Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses.
- *Community Fabric*
  - Developed parks that provide recreation, special amenities, and active living opportunities are desirable for an attractive and healthy community.

The development of the new Signal Peak Ice Arena will provide a recreational facility that enhances Amend Park and supports the City's broader community and economic development goals. The Growth Policy identifies varying levels of neighborhood character, and the proposed zone change is consistent with the type of development envisioned for this area.

The property is currently zoned P1, which does not permit a restaurant with alcohol service. In contrast, the P2 zoning district allows recreational facilities with accessory uses such as a restaurant and/or concession stand,

including the on-site sale of craft alcohol. The proposed zone change would therefore allow uses that are compatible with and supportive of the ice arena while remaining consistent with similar recreational zoning districts.

In addition to expanding recreational opportunities, the ice arena will create employment opportunities within the city limits and contribute to local economic activity. The proposed facility supports goals for community prosperity and aligns with Growth Policy objectives that promote walkable neighborhoods and convenient access to neighborhood services, open space, parks, schools, and public gathering spaces, which collectively foster public health and community well-being.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning requires setbacks, open and landscaped areas, and building separations. The Public 2 zoning considers the surrounding zoning for siting of buildings and building characteristics. The new zoning, as do all zoning districts, provides adequate building separations to provide security from fire and other dangers. The new construction on the site is following applicable building codes, engineering standards for storm water control, connection to city services and parking lot construction. All zoning requirements will be followed.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety are promoted by the proposed zoning. New construction on the site will follow engineering code, building code, and zoning code requirements to ensure and promote public health, public safety and general welfare. In addition to expanding recreational opportunities, the ice arena will create employment opportunities within the city limits and contribute to local economic activity. The proposed facility supports goals for community prosperity and aligns with Growth Policy objectives that promote walkable neighborhoods and convenient access to neighborhood services, open space, parks, schools, and public gathering spaces, which collectively foster public health and community well-being.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
Transportation: The proposed zoning itself will not affect traffic, however the new recreational facility with an internal restaurant will increase traffic on the adjacent street network when the development is completed. City Engineering will review the development to determine required traffic management. King Avenue East is a minor arterial and South Billings Boulevard is principal arterial.
Water and Sewer: The City will provide water and sewer for the property through existing water and sewer mains in Commerce Way.
Schools and Parks: Schools and parks should not be negatively affected by the proposed zoning. The proposed development does not include residential uses. Therefore, additional students due to this zone change would not be anticipated. It should be acknowledged that with new jobs in the community, the school district may realize some increase in the student population. However, the zone change does not have a direct correlation to this potential increase.
Fire and Police: The subject property is served by city public safety services. Development of the property, regardless of the zoning, will be served by existing police and fire services. The Police and Fire Departments had no concerns with the zone change as requirements for access, water supply, and fire codes would apply to the site and any construction on the subject property.

5. Will the new zoning provide adequate light and air?
Similar to criteria 2 and 3, the proposed zone, like all zones, requires setbacks to allow for adequate separation between structures and adequate light and air. New construction is required to comply with zoning standards outlined in Section 27-500 (Public zones), as well as engineering and building code requirements. These standards are designed to maintain appropriate spacing between buildings, ensuring that the development allows for ample light, air, and overall environmental quality.

6. Will the new zoning effect motorized and non-motorized transportation?
The rezoning of the property from P1 to P2 to allow an internal restaurant may increase motorized traffic in the area. Any additional traffic mitigation measures that are necessary will be evaluated at the time of building permit.

7. Will the new zoning promote compatible urban growth?
The proposed zoning is compatible with adjacent zoning designations and existing land uses in the surrounding area. The zone change is consistent with similar public and recreational uses and supports orderly growth by allowing expansion of recreational amenities within Amend Park. In addition to enhancing recreational opportunities, the ice arena will generate employment within the city limits and contribute to local economic activity. The proposed facility advances goals for community prosperity and aligns with Growth Policy objectives that encourage walkable neighborhoods and convenient access to neighborhood services, open space, parks, schools, and public gathering spaces, thereby supporting public health and overall community well-being.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zoning considers the character of the district and the suitability of the property for the intended use. The proposed zoning and associated development are compatible with adjacent zoning designations and existing land uses in the surrounding area. The zone change is consistent with similar public and recreational uses and supports orderly growth by allowing expansion of recreational amenities within Amend Park. In addition to enhancing recreational opportunities, the ice arena will generate employment within the city limits and contribute to local economic activity.

9. Will the new zoning conserve the value of buildings?
The subject property was purchased by the City for the express purpose of building a recreation campus for the community and region. The property is directly adjacent to Amend Park, a regional soccer and lacrosse public recreation complex. Accordingly, the proposed zone change is not expected to adversely affect the value of any existing buildings on the parcel, as no principal structures were present prior to development. The ice arena and basketball court structures currently under construction have been reviewed and approved by the City and are compliant with all applicable zoning, engineering, and building code requirements. Any future development associated with the proposed zoning will similarly be required to meet all applicable standards, ensuring that new structures are appropriately designed, sited, and constructed in a manner consistent with public safety and compatible with surrounding land uses.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The Public, Civic, and Institutional, small (P2) zoning district is the most appropriate designation for the subject property. The City intends to develop the site in accordance with all applicable zoning requirements. The property's current use as a public park and soccer field and accessory restaurant use is consistent with similar public and recreational uses permitted in the P2 district. The proposed zone change supports orderly growth by allowing for the continued use and expansion of recreational amenities within Amend Park and is appropriate given the property's location and surrounding land uses.

FISCAL EFFECTS
Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

STAKEHOLDERS
The applicant and agent conducted a pre-application neighborhood meeting on Wednesday, January 21st, 2026, at 5:30pm in the Newman Elementary School gym, located at 605 S Billings Blvd. Billings. There were no members of the public in attendance.

Planning staff posted the zoning request sign on the property and mailed the 1/4-mile notification list of the pending zone change. In addition, the application details were published on the Planning "current zoning applications" web page and a legal ad was published in the newspaper of record. Planning staff has received no written comments on the application as of the date of this report. Planning staff did not receive any comments prior to completing this staff report for the zone change.

ZONING COMMISSION PUBLIC HEARING
The Zoning Commission held a public hearing on March 3, 2026, where staff provided a brief presentation outlining the request. Based on the proposed findings related to the zone change review criteria, Planning staff recommended approval of the application. Chairperson Dan Brooks opened the public hearing and invited the applicant's agent to speak. City Parks, Recreation and Public Lands Department Director Gavin Woltjer concurred with the staff recommendation for approval and explained that the request is intended to allow operation of a full-service restaurant with the service of beer. With no further public comment, Chairperson Brooks closed the hearing. Commissioner Goss made a motion to recommend approval of the proposed zone change and to adopt the findings addressing the ten required zone change criteria. The motion was seconded by Commissioner Megorden and passed unanimously (5-0 vote).

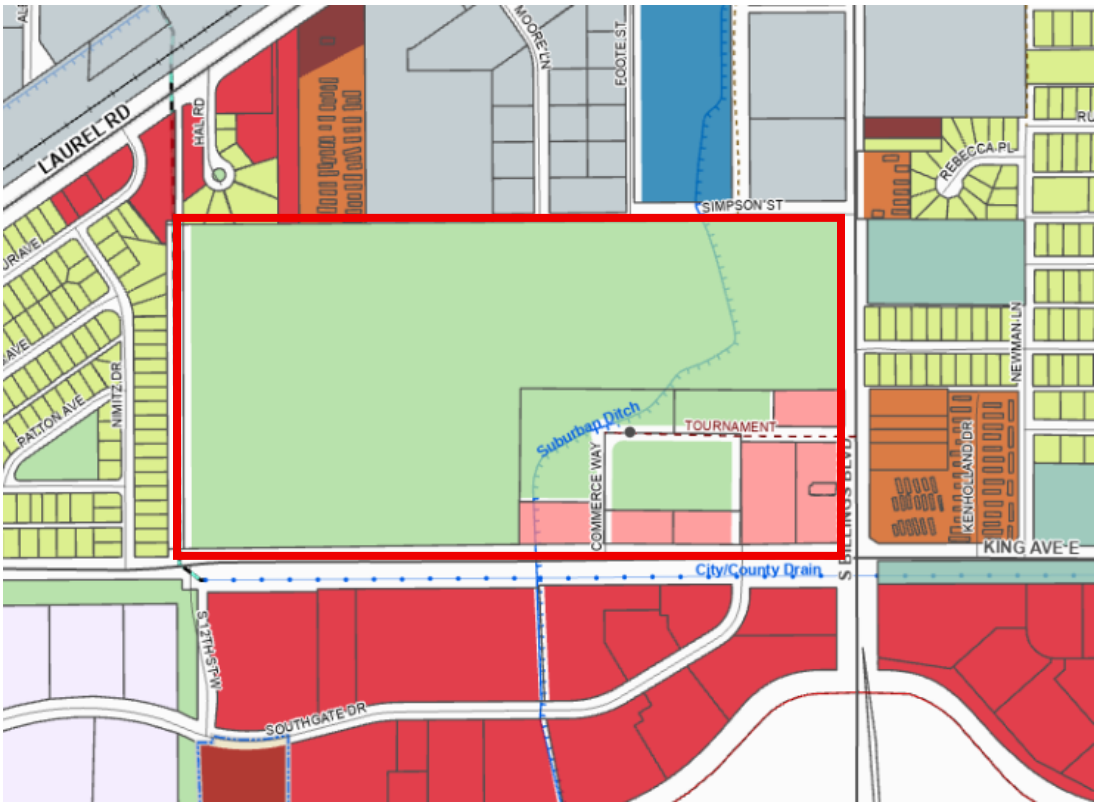
ALTERNATIVES
The City Council may take one of the following actions:

- Approve and adopt the findings of the ten review criteria for Zone Change 1074; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1074; or,
- Delay action on the zone change request to a certain date not more than 60 days in the future; or,
- Allow the applicant to withdraw the zone change request

City staff has not asked to delay or withdraw the application as of the drafting of this memo.

Attachments

Zoning Map & Site Photos
Application
Neighborhood Meeting Information
History
Resolution


LAUREL RD
HAL RD
MOORE LN
FOOTE ST
SIMPSON ST
REBECCA PL
NEWMAN LN
KENHOLLAND DR
NIMITZ DR
PATTON AVE
COMMERCE WAY
Suburban Ditch
TOURNAMENT
KING AVE E
City/County Drain
SOUTHGATE DR


LAUREL RD
ALBERT ST
HAL RD
MOORE LN
FOOTE ST
SIMPSON ST
REBECCA PL
RUTH AVE
CALHOUN LN
NEWMAN LN
KENHOLLAND DR
NIMITZ DR
PATTON AVE
COMMERCE WAY
Suburban Ditch
TOURNAMENT
KING AVE E
City/County Drain
SOUTHGATE DR
I90





South



East



West

CITY ZONE CHANGE APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change # 1076 Project #_____

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning Parks and Open Space (P1)

Proposed Zoning: Public, Civic, and Institutional (P2)

PARCEL TAX ID# D01394, A35427, A35426, A31139 CITY ELECTION WARD 3

Legal Description of Property: See attached.

Address or General Location (If unknown, contact City Engineering): 715 Commerce Way

Size of Parcel (Area square feet or acres): Approximately 67.307 acres

Present Land-Use: Public Park

Proposed Land-Use: Public park, Recreation facility with concessions/restaurant serving Alcoholic bev.

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

Owner(s) City of Billings
(Record Owner)
316 N 26th St., Billings,Mt, 59101
(Address)
406-657-8247 plnonline@billingsmt.gov
(Phone Number) (email)

Agent(s): Gavin Woltjer (Parks Dept.) Karen Husman (Planning Div.)
(Name)
P.O. Box 1178, Billings, MT 59103
(Address)
406-657-8373
(Phone Number) (Email)

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

Signature: _____ Date: 1/22/2026
(Record Owner – Digital Signature Allowed)

CITY ZONE CHANGE Pre-Application Statement of Owner(s) and Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. Present Zoning: Parks and Open Space (P1)

2. Written description of the Zone Change Plan including existing and proposed new zoning:

Parks and Open Space (P1) to Public, Civic, and Institutional (P2), Small to facilitate the operation of a new restaurant, including the sale of alcoholic beverages, inside the new Ice Hockey Center

3. Legal Description of Property:

-S08, T01 S, R26 E, C.O.S. 2783, PARCEL 1 (5101 King Ave E, Tax Code D01394) -POPELKA COMMERCE CENTER SUB 2ND FIL (15), S08, T01 S, R26 E, BLOCK 1, Lot 3A1 (715 Commerce Way, Tax Code A35427) -POPELKA COMMERCE

4. Neighborhood Task Force Area: Yes /// No . If Yes, Name of Task Force

NA TF inactive

5. Roster of persons who attended the pre-application neighborhood meeting: please attach to on line application

6. A brief synopsis of the meeting results including any written minutes or audio recording.

please attach to on line application

7. The undersigned affirm the following:

1) The pre-application neighborhood meeting was held on the 21, day of Jan , 2026.

2) The zone change application is based on materials presented at the meeting.

Owner (s):

City of Billings Telephone:

Address:

Email:

Agent (s):

Billings Parks Department, Gavin Woltjer Telephone: 406-657-8378

Address: Email:

Complete this form and upload to your on-line Zone Change application

City Pre-app statement 2024-2025

City/County
Planning Division

Billings
Metropolitan
Planning
Organization

P.O. Box 1178
Billings, MT 59103
P 406.657.8247

January 8, 2026

Dear Property Owner,

This letter is to inform you that the City of Billings will be holding a neighborhood pre-application meeting for a proposed rezoning of the Amend Park Recreation Campus.

The City of Billings will be initiating a zone change for the City's Amend Park from *Parks and Open Space (P1)* to *Public, Civic, and Institutional (P2),* to facilitate the operation of a new restaurant, including the sale of alcoholic beverages, inside the new ice hockey center.

This meeting will be held on **Wednesday, January 21st, 2026, at 5:30pm** in the Newman Elementary School gym, located at 605 S Billings Blvd. Billings, MT 59101

The properties are legally described as:

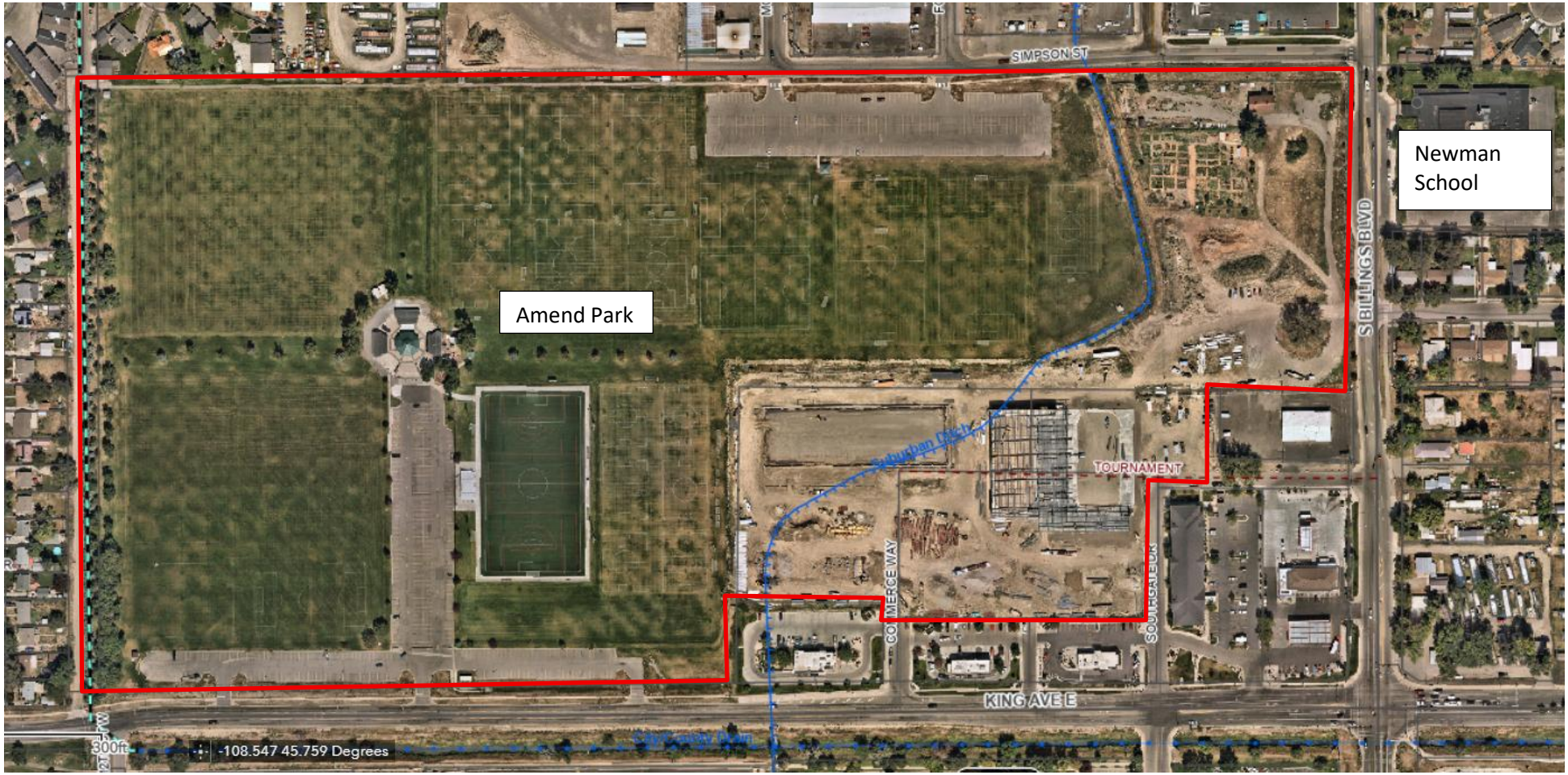
- Tract 1, C.O.S. 2783, S08, T01 S, R26 E (5101 King Ave E, Tax Code D01394)
- Lot 3A-4, Block 1 Popelka Commerce Center Subdivision, Second Filing S08, T01 S, R26 E, (715 Commerce Way, Tax Code A35426)
- Lot 3A-5, Block 1, Popelka Commerce Center Subdivision, Second Filing, S08, T01 S, R26 E, (715 Commerce Way, Tax Code A35427)
- Lot 3A-1A, Block 1, Amended Plat of Lots 3A-1 and 3A-3, Block 1, Commerce Center Subdivision, Second Filing, S08, T01 S, R26 E, (715 Commerce Way, Tax Code A31139)

If you have any questions about the meeting or the rezoning, or are unable to attend but would still like to make a written comment, please contact Zoning Coordinator Karen Husman on (406) 247-8684, or at husmank@billingsmt.gov.

Sincerely,

The Staff of the City-County Planning Department

Exhibit


Amend Park
Newman School
SIMPSON ST
SIBLEY BLVD
TOURNAMENT
KING AVE E
300ft
-108.547 45.759 Degrees

City/County
Planning Division

Billings
Metropolitan
Planning
Organization

P.O. Box 1178
Billings, MT 59103
P 406.657.8247

The City of Billings will be initiating a zone change for the City's Amend Park from *Parks and Open Space (P1)* to *Public, Civic, and Institutional (P2),* to facilitate the operation of a new restaurant, including the sale of alcoholic beverages, inside the new ice hockey center.

The neighborhood meeting was held on **Wednesday, January 21st, 2026, at 5:30pm** in the Newman Elementary School gym, located at 605 S Billings Blvd. Billings, MT 59101

Staff members Gavin Woltjer (City Parks Director), Makayla Paul (Planner 1), and Anna Vickers (Planning Division Manager) waited for one hour for members of the public to attend the meeting. No members of the public attended."

Sincerely,

The Staff of the City-County Planning Department

APPLICABLE ZONING HISTORY
City Zone Change 1076 – Amend Park – P1 to P2

SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
None – name Amend Park					
Surrounding Property	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
3250 Hannon Rd Former Field of Dreams Nursery & Garden Center	County ZC 714	1/24/2023	NMU to I1	Withdrawn	County ZC recommended denial
1290 Wyndstone	1062	4/14/2025	P2 to P3	Yes	
Wilson Park	1061	5/14/2025	P1 to P2	Yes	
Riverside Middle School	Map correction	1/20/2022	RMH to P2	Administrative	SD No. 2 acquired parcel
Bethel Baptist Church 4119 Clevenger	ReCode Map Update	1/25/2021	R-60 to P2	Map Update	Most Churches and Schools updated to P2 as part of ReCode
Orchard Elementary School 120 Jackson	ReCode Map Update	1/25/2021	R-70 and Public to P2	Map Update	Consolidated zoning to P2
The Church of God Prophecy 4150 Stone St	ReCode Map Update	1/25/2021	R-70 to P2	Map Update	Church update to P2
Christ the King Evangelical Lutheran 766 Calhoun & 759 Newman Ln	ReCode Map Update	1/25/2021	EGC to P2	Map Update	Church property update to P2
3250 Hannon Rd	County ZC 336	4/26/83	R-150 to CI	No	
3716 S Frontage Rd	County ZC 296	9/17/80	A1 to CC	No	
3716 S Frontage Rd	City ZC 419	1/23/84	A1 to RMH	Yes	
3716 S Frontage Rd	County ZC 604	6/20/07	RMH to CI	Yes	
4600 S Frontage Rd	City ZC 740	12/13/04	A1 to EGC	Yes	
4410 S Frontage Rd	City ZC 689	4/22/02	Planned Dev-CC	Yes	

RESOLUTION 26- _____

A RESOLUTION OF THE CITY OF BILLINGS APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT TRACT 1, C.O.S. 2783, LOT 3A-4, AND LOT 3A-5, BLOCK 1, POPELKA COMMERCE CENTER SUBDIVISION, SECOND FILING, , and LOT 3A-1A, BLOCK 1, OF AMENDED PLAT OF LOTS 3A-1 AND 3A-3, BLOCK 1, COMMERCE CENTER SUBDIVISION, SECOND FILING, S08, T01 S, R26 E

WHEREAS, The City of Billings ("the Applicant") filed an application for a zone change on February 2, 2026, to amend the Official Zoning Map; and

WHEREAS, the property is legally described as: TRACT 1, C.O.S. 2783, LOT 3A -4, AND LOT 3A-5, BLOCK 1, POPELKA COMMERCE CENTER SUBDIVISION, SECOND FILING, , and LOT 3A-1A, BLOCK 1, OF AMENDED PLAT OF LOTS 3A-1 AND 3A-3, BLOCK 1, COMMERCE CENTER SUBDIVISION, SECOND FILING, S08, T01 S, R26 E; the property is currently zoned as Parks and Open Spaces (P1); the Applicant proposes to change the Public, Civic, and Institutional Small (P2); and

WHEREAS, a public hearing was held on March 3, 2026, before the Zoning Commission to consider the application, with all interested parties given an opportunity to be heard; the Zoning Commission has made findings of fact and recommended approval of the zone change, as reflected in the staff report dated March 3, 2026; and

WHEREAS, the City Council has reviewed the application, the staff report, the findings of the Zoning Commission, and held a public hearing on March 23, 2026, and considered public testimony; and

WHEREAS, the City Council has determined that the proposed Zone Change 1076 is consistent with the City Growth Policy, will promote public health, safety, and general welfare, and is suitable for the area.

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

1. MAP AMENDMENT APPROVAL. That the zone change application to amend the Official Zoning Map for the property legally described above is hereby APPROVED.
2. AMENDMENT. That the zoning designation for the property located at on TRACT 1, C.O.S. 2783, LOT 3A-4, AND LOT 3A-5, BLOCK 1, POPELKA COMMERCE CENTER SUBDIVISION, SECOND FILING, , and LOT 3A-1A, BLOCK 1, OF AMENDED PLAT OF LOTS 3A-1 AND 3A-3, BLOCK 1, COMMERCE CENTER SUBDIVISION, SECOND FILING, S08, T01 S, R26

E, is hereby changed from Parks and Open Spaces (P1) to Public, Civic, and Institutional Small (P2), per Exhibit A.

3. ZONING MAP. That the Official Zoning Map of City of Billings shall be amended to reflect this change.
4. NOTICE OF HEARING. On Monday, March 23, 2026, at 5:30 o'clock p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard public testimony before considering adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit as provided in Section 7-11-4127, MCA

5. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by the City Council on the 23rd day of March, 2026

CITY OF BILLINGS

BY:_____

Mike Nelson, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

EXHIBIT A


LAUREL RD
MOORE
FOOTE
SIMPSON ST
REBECCA PL
S BILLINGS BLVD
NIMITZ DR
MARSHALL DR
KENNIGLAND DR
KING AVE E
City/County Drain

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: Annexation 26-01, Resolution to Annex Yellowstone County Club Land
PRESENTED BY: Hunter Kelly, Planner 1
Department: Planning & Community Services
Presentation: Yes
Legal Review: Yes
Project Number: PZX-26-00028

RECOMMENDATION
Staff recommends the City Council hold a public hearing on the annexation. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

EXECUTIVE SUMMARY
Yellowstone Country Club is requesting the annexation of property that is currently part of a parcel used for parkland. As part of the annexation, the property will be rezoned to allow for the development of additional residential lots within the Yellowstone Club Estates Subdivision. The annexation request meets the applicable criteria for annexation review as outlined in the staff report.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
Performance Engineering, on behalf of Yellowstone Country Club, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located near Tommy Armour Circle and Ben Hogan Lane. The land being annexed is described as being: areas of land part of a larger parcel to be subdivided situated in Section 30 Township 01 North, Range 25 East, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Area 1:
Beginning at the northeast corner of Lot 17, Block 26 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #1; thence N01? 28' 04"E a distance of 31.53 feet; thence S88? 31' 56"E a distance of 496.10 feet; thence S01? 28' 04"W a distance of 98.86 feet; thence S36? 31' 40"W a distance of 98.15 feet; thence following a non-tangent curve to the left having a radius of 320.48 feet a central angle of 060? 01' 27" a length of 335.74 feet; thence following a non-tangent curve to the left having a radius of 240.00 feet a central angle of 041? 23' 58" a length of 173.41 feet back to the Point of Beginning.
Said Area 1 contains 1.39 acres gross and net, more or less.

Area 2:
Beginning at the northwest corner of Lot 5, Block 22 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #2; thence S37? 45' 43"E a distance of 396.65 feet; thence S65? 11' 15"W a distance of 230.83 feet; thence following a non-tangent curve to the right having a radius of 1700.00 feet a central angle of 11? 51' 06" a length of 351.65 feet; thence N53? 19' 21"E a distance of 181.91 feet back to the Point of Beginning.
Said Area 2 contains 1.70 acres gross and net, more or less.

Area 3:
Beginning at the northwest corner of Lot 14, Block 22 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #3; thence S50? 15' 13"W a distance of 169.77 feet; thence following a non-tangent curve to the left having a radius of 250.00 feet a central angle of 043? 15' 58" a length of 188.78 feet; thence N06? 58' 12"E a distance of 185.00 feet; thence S66? 26' 21"E a distance of 150.09 feet; thence S51? 58' 07"E a distance of 167.92 feet, back to the Point of Beginning.
Said Area 3 contains 0.98 acres gross and net, more or less.

The property has the county zoning of Parks and open space (P1). This is a zoning district recognized in the City. The applicant is undergoing a concurrent zone change from P1 to N3 (Zone Change 1077) to allow for future residential development.

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. *The area must be located within Zone 1 or Zone 3 of the Limits of Annexation Map.*
    - The area is within Zone 1.
2. *The City must be able provide adequate city services at a cost acceptable to the City within a time period*

mutually agreed to by the property owners requesting annexation and the City.
    - The properties are already adjacent to a developed subdivision within City Limits. Connections to existing services will be addressed via the Annexation Agreement.
3. *Existing or proposed public improvements within the area to be annexed must meet City standards.*
    - The properties are already adjacent to a developed subdivision within City limits. Connections to existing services will be addressed via the Annexation Agreement.
4. *All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts.*
    - A Waiver of Right to Protest the Creation of Special Improvement Districts is included with the Annexation Agreement.
5. *All residential property owners within the area to be annexed must create or join an existing park maintenance district.*
    - Parcels will need to be added into existing Park Maintenance District for Yellowstone Family Park.
6. *Residential densities planned for development within the area to be annexed must meet an overall average minimum density of primary dwelling units per acre as per the current City of Billings Growth Policy or similar planning documents.*
    - The annexation will result in the creation of approximately 7 lots for development, which would be consistent with the density of surrounding subdivision.
7. *The proposed land use within the area to be annexed must conform to the goals of the adopted City of Billings Growth Policy*.
    - Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods): Neighborhoods that are safe and attractive and provide essential services are much desired.
    - Home Base (healthy, safe and diverse housing options): Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.
    - Essential Investments (relating public and private expenditures to public values): Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below.

- *Water and Sanitary Sewer:* Public water and sanitary sewer service is available to the property proposed for annexation. The developer will be responsible for connecting to the sanitary sewer mains and water mains on Ben Hogan Lane, Tommy Armor Circle, and Quimet Circle along the frontage of the above-described property.
- *Storm water:* Any development will be compliant with the adopted Stormwater Management Manual.
- *Transportation:* The developer tract will be accessed from Ben Hogan Lane, Tommy Armor Circle, and Quimet Circle. The public right-of-way along Ben Hogan Lane, Tommy Armor Circle, and Quimet Circle is already dedicated to the City of Billings.
- *Fire Stations:* The Billings Fire Department currently serves the subject property through the Billings Urban Fire Service Area agreement. The Billings Fire Department will continue to serve the property upon annexation. As this and additional annexations are built out, additional fire department resources will be needed to meet and maintain our high level of service due to the increased call volume and burden on our department these annexations create. The nearest fire station is Station #7, approximately 1.9 road miles or 5 minutes driving time to the subject property.
- *Parks:* No parkland or trails will be required as part of this annexation.
- *School facilities:* School District #2 did not raise any special requests or concerns during their review of this proposal.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property. However, the Fire Department in its comments above did note its concerns as additional property is annexed into the City.

- *Transit:* The annexed area is not directly serviced by a MET Route. The nearest route currently operates through the intersection of Rimrock and Shiloh. This intersection is approximately 2.5 miles from the proposed annexation location via roadway. MET does not anticipate that fixed-route would operate in the area until more significant commercial and/or residential growth necessitated transit service in the area.
- *Police:* This proposed development is adjacent to established city limits and will not require an adjustment in schedules or staffing at this time. There is sufficient ingress/egress to the area. Despite recent passage of a safety levy, continued annexation and development will affect our ability to deliver service without commensurate resources.
- *Public Utilities:* The Public Works-- Distribution and Collection Division had no concerns with the annexation

request.

- *Public Works -Street and Traffic Division:* The Street and Traffic Division stated that it has no concerns with serving the property.
- *Public Works-Solid Waste:* The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- *Ambulance Service:* The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. Depending on factors at any given time such as traffic and congestion, this property may be within the area of acceptable response time.
- *Legal and Finance:* General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- *Other Departments:* City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County.

The Planning Division staff supports the annexation because it is consistent with the Limits of Annexation map and the criteria of the annexation policy has been met. Further, coordination with other departments does not raise concerns that cannot be mitigated. These decisions have a cumulative effect, therefore, City Council is being provided with a recommendation of approval.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property and was advertised in the Yellowstone County News.

ALTERNATIVES

The City Council may

- Approve,
- Conditionally approve or
- Deny the petition for annexation.

Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the development agreement and ward boundary ordinance. On January 30, 2026, the annexation petition was submitted to the Planning Division by the owner's agent. On March 23, 2026, the City Council is scheduled to take action on the petition.

Attachments

Annexation Resolution
Limits of Annexation

RESOLUTION NO. 26 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

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

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Areas of land part of a larger parcel to be subdivided situated in Section 30 Township 01 North, Range 25 East, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Area 1:
Beginning at the northeast corner of Lot 17, Block 26 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #1; thence N01˚ 28' 04"E a distance of 31.53 feet; thence S88˚ 31' 56"E a distance of 496.10 feet; thence S01˚ 28' 04"W a distance of 98.86 feet; thence S36˚ 31' 40"W a distance of 98.15 feet; thence following a non-tangent curve to the left having a radius of 320.48 feet a central angle of 060˚ 01' 27" a length of 335.74 feet; thence following a non-tangent curve to the left having a radius of 240.00 feet a central angle of 041˚ 23' 58" a length of 173.41 feet back to the Point of Beginning.
Said Area 1 contains 1.39 acres gross and net, more or less.

Area 2:
Beginning at the northwest corner of Lot 5, Block 22 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #2; thence S37˚ 45' 43"E a distance of 396.65 feet; thence S65˚ 11' 15"W a distance of 230.83 feet; thence following a non-tangent curve to the right having a radius of 1700.00 feet a central angle of 11˚ 51' 06" a length of 351.65 feet; thence N53˚ 19' 21"E a distance of 181.91 feet back to the Point of Beginning.
Said Area 2 contains 1.70 acres gross and net, more or less.

Area 3:
Beginning at the northwest corner of Lot 14, Block 22 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #3; thence S50˚ 15' 13"W a distance of 169.77 feet; thence following a non-tangent curve to the left having a radius of 250.00 feet a central angle of 043˚ 15' 58" a length of 188.78 feet; thence N06˚ 58' 12"E a distance of 185.00 feet; thence S66˚ 26' 21"E a distance of 150.09 feet; thence S51˚ 58' 07"E a distance of 167.92 feet, back to the Point of Beginning.
Said Area 3 contains 0.98 acres gross and net, more or less.

(# 26-01) See Exhibit "A" attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

   - Within 45 working days and prior to site development, a mutually acceptable Annexation Agreement shall be executed between the owner(s) and the City that shall stipulate, among other things, specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the creation of special improvement districts which will be recorded with the Yellowstone County Clerk and Recorder.

   If the above conditions are not satisfied as set forth herein, the annexation will not be effective and any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

3. EFFECTIVE DATE. This resolution to annex the above-described territory shall be effective immediately upon satisfaction of all conditions. If the above condition(s) are not satisfied, this resolution shall be null and void and shall have no effect.

4. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 23rd Day of March.

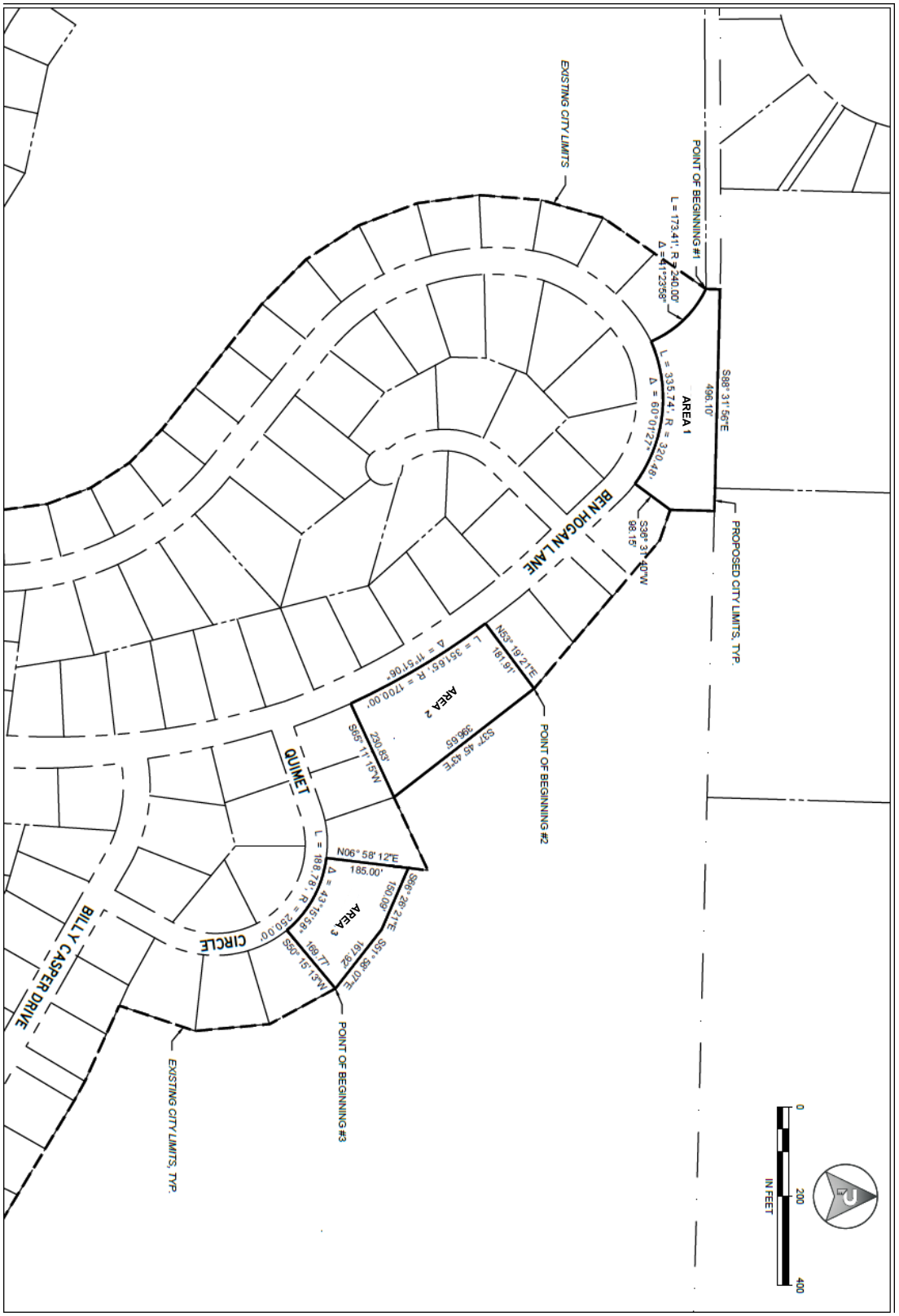
CITY OF BILLINGS:

BY: _____
Mike Nelson, Mayor

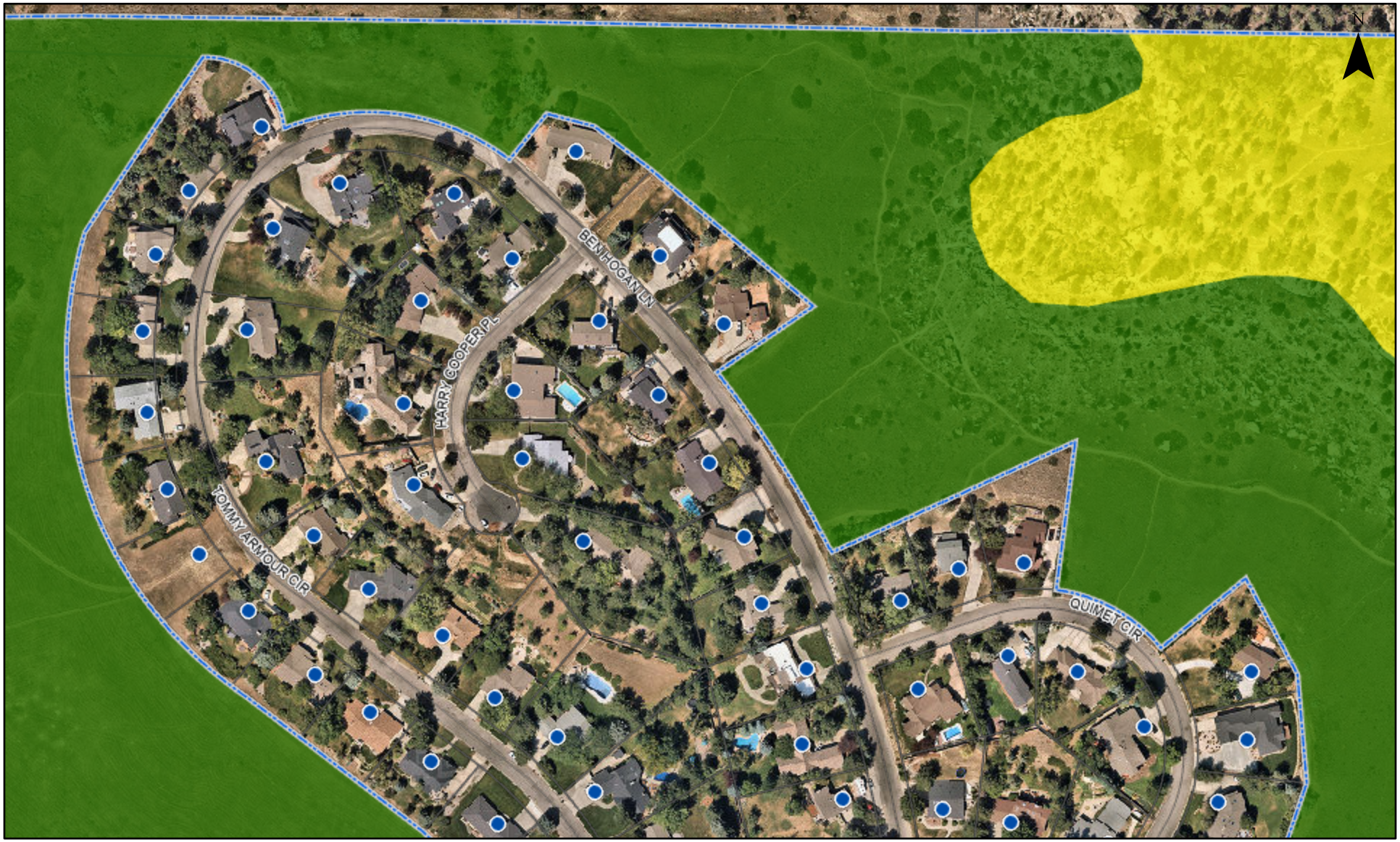
ATTEST:

BY: _____
Denise R. Bohlman, City Clerk
(# 26-01)

EXHIBIT 'A'


EXISTING CITY LIMITS
POINT OF BEGINNING #1
L = 173.41', R = 240.00'
Δ = 41°23'58"
AREA 1
L = 335.74', R = 320.48'
Δ = 60°01'27"
S88° 31' 56"E
496.10'
S38° 31' 40"W
98.15'
PROPOSED CITY LIMITS, TYP.
BEN HOGAN LANE
L = 351.65', R = 1700.00'
Δ = 11°51'06"
N53° 19' 21"E
181.91'
AREA 2
S37° 45' 43"E
396.65'
POINT OF BEGINNING #2
S05° 11' 15"W
230.63'
QUIMET
N06° 58' 12"E
185.00'
AREA 3
S86° 28' 21"E
150.09'
S51° 58' 07"E
161.92'
M.S.L.
169.77'
S05° 15' 13"W
L = 188.78', R = 250.00'
Δ = 43°15'58"
CIRCLE
BILLY CASPER DRIVE
EXISTING CITY LIMITS, TYP.
POINT OF BEGINNING #3
0
200
400
IN FEET

Limits of Annexation



Legend

Railroad

Road Centerline

INTERSTATE

INTERSTATE RAMP

US ROUTE or STATE HIGHWAY

ARTERIAL

COLLECTOR

STREET

PROPOSED ROAD

UNDEVELOPED ROAD

PLACEHOLDER

Airport Hard Surface

Billings City Limits

Address Point

Limits of Annexation

AlternateName

Zone 1 Petition Area

Zone 2 Long Range Area

Zone 3 County Developed Area

Tax Parcels

Castlerock Reservoir

Water Body

Streams, Ditches, Canals

Canal or Ditch

Concrete Box Culvert

Creek or Slough

Drain

Pip

Ot

Billing

RGB

Re

Gre

0 0.05 0.1 mi

Date: 3/3/2026

CITY OF Billings

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: Zone Change 1077 - Yellowstone Club Estates near Tommy Armor Circle - P1 to N3
PRESENTED BY: Hunter Kelly, Planner 1
Department: Planning & Community Services
Presentation: Yes
Legal Review: Yes
Project Number: PZX-26-00029

RECOMMENDATION

The Zoning Commission is recommending approval of Zone Change 1077 and adoption of the findings of the 10 review criteria. The proposed Suburban Neighborhood Residential - N3 zoning is consistent with the Growth Policy, which promotes strong neighborhoods, efficient land use, and infill development supported by existing infrastructure. The subject property is adjacent to predominantly N3-zoned residential areas, and the requested zoning would allow development that is compatible with surrounding single-family neighborhoods while supporting long-term community growth and community investment.

EXECUTIVE SUMMARY

The proposed Zone Change requests reclassification of approximately 6 acres within a 38.12-acre parcel from Public 1 -- Parks and Open Space (P1) to Suburban Neighborhood Residential (N3). The subject property is privately owned by Yellowstone Country Club, and the zone change is intended to facilitate a future residential subdivision and development. A concurrent annexation request is proposed to bring the subject property into the city limits. The proposed N3 zoning is consistent with the Growth Policy, which promotes strong neighborhoods, efficient land use, and infill development supported by existing infrastructure. The subject property is adjacent to predominantly N3-zoned residential areas, and the requested zoning will allow development that is compatible with surrounding single-family neighborhoods while supporting long-term community growth and investment. Further, there is open space and parkland in the area that will remain even after these areas are zoned to N3. The Zoning Commission is recommending approval of Zone Change 1077.

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

Zone Change 1077 is from Public 1 - Parks and Open Space (P1) to Suburban Neighborhood Residential (N3) for approximately 6 acres of land currently part of a 38.12 acre parcel of land. The subject property is owned by Yellowstone Country Club and the proposed zone change is being done for the purpose of a future subdivision and development of residential land. There is a concurrent annexation request to bring the same land into City of Billings (City) limits.

Before the code update in 2021, the City only had one zoning district for parks, schools, churches, airports, landfills or public and institutional uses. This zone - Public - was expanded into three separate public zone districts to make the potential uses predictable for surrounding property owners. For example, now most churches and schools are in the Public 2 (P2) zoning district and campuses such as MSUB, and the hospital area are in Public 3 (P3 - Campus - Education, Medical, or Civic). Public zoned land can either be publicly owned or privately owned. Public 1 (P1) zoning is specifically for parks and open space areas. P1 zoning can have buildings and structures that are focused on the primary use of the park or open space area. This area of the Yellowstone Country Club has been held as open land for many years with the expectation it might be developed as more golf course area or further residential development, or remain open space.

The Planning staff has reviewed the application and prepared findings for the 10 review criteria for the zone change. The staff is recommending approval based on the draft findings. The request for a Suburban Neighborhood (N3) zone is supported by the goals of the Growth Policy, which emphasizes strong neighborhoods, essential investments, and aims to promote infill development utilizing existing infrastructure. By developing the parcel and tying into existing water and sewer infrastructure, this project supports efficient land use. The zone change to Suburban Neighborhood (N3) ensures the property can develop in a manner consistent with adjacent properties, which are primarily N3 zoned property with single-family homes.

APPLICATION DATA

OWNER: Yellowstone Country Club

AGENT: Performance Engineering
LEGAL DESCRIPTION: Portions of Tract 11-A-2, Amended Tract 11-A of the remainder of Tract 11, Certificate of Survey 836, S30, T01 N, R25 E, approximately 6 acres of land
ADDRESS: Near Tommy Armour Circle & Ben Hogan Lane
CURRENT ZONING: P1 (Parks and Open Space)
EXISTING LAND USE: Vacant
PROPOSED USE: Residential
SIZE OF PARCEL: 6 Acres

CONCURRENT APPLICATIONS:
Petition for Annexation 26-01

SURROUNDING ZONING AND LAND USE:
NORTH: Zoning: P1 - Parks and Open Space
Land Use: Vacant land adjacent to the Rims
SOUTH: Zoning: N3 - Suburban Neighborhood Residential
Land Use: Yellowstone Club Estates Subdivision
EAST: Zoning: N3 - Suburban Neighborhood Residential
Land Use: Yellowstone Club Estates Subdivision
WEST: Zoning: N3 - Suburban Neighborhood Residential
Land Use: Yellowstone Club Estates Subdivision

SUMMARY
Prior to a decision, City Council shall consider the following:

1. Is the new zoning designed in accordance with the Growth Policy and neighborhood plans?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

- *Strong Neighborhoods* (livable, safe, sociable and resilient neighborhoods): Neighborhoods that are safe and attractive and provide essential services are much desired.
- *Home Base* (healthy, safe and diverse housing options): Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.
- *Essential Investments* (relating public and private expenditures to public values): Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.
- *Essential Investments* (relating public and private expenditures to public values): Infill development and development near existing City Infrastructure may be the most cost effective.

The proposed N3 zoning is consistent with the Growth Policy, which promotes strong neighborhoods, efficient land use, and infill development supported by existing infrastructure. The subject property is adjacent to predominantly N3-zoned residential areas, and the requested zoning would allow development that is compatible with surrounding single-family neighborhoods while supporting long-term community growth and community investment.

2. Is the new zoning designed to secure from fire and other dangers?
The proposed zoning establishes requirements for setbacks, open and landscaped areas, and building separation. Suburban Neighborhood zoning considers surrounding zoning districts in the siting of buildings and the design of building characteristics. As with all zoning districts, adequate building separation is required to provide safety and protection from fire and other hazards. Any new construction on the site will be subject to applicable building codes, engineering standards for stormwater management, and connection to city services. All applicable zoning and development requirements will be met.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety are promoted by the proposed zoning. New construction on the site will follow engineering code, building code, and zoning code requirements to ensure and promote public health, public safety and general welfare. Public health and public safety will be promoted by the proposed zone change.

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

- **Transportation:** The existing zoning and new development will increase traffic on the adjacent street network when the development is completed. City Engineering will review the development to determine required traffic management. The lots will be accessed from Tommy Armour Circle and Ben Hogan Lane.
- **Water and Sewer:** The City will provide water and sewer for the property.

- **Schools and Parks:** Schools and parks are not expected to be negatively affected by the proposed zoning. The development will consist of single-family homes and duplexes. School District 2 was notified of the zone change and provided no comments. Any impact on schools or parks would be consistent with typical residential development and is not anticipated to be significant.
- **Fire and Police**: The subject property is served by city public safety services. The nearest fire station is Fire Station 7 near the intersection of Grand Avenue and 54th Street West. The station is approximately 1.9 road-miles away. The Police and Fire Departments were notified of the zone change and expressed no concerns about this particular application.

5. Will the new zoning provide adequate light and air?
Similar to criteria 2 and 3, the proposed zone, like all zones, requires setbacks to allow for adequate separation between structures and adequate light and air. This parcel is presently vacant, therefore any new structure(s) will be required to meet the zoning standards required by Section 27-300 (Residential zones), engineering standards and building code requirements.

6. Will the new zoning effect motorized and non-motorized transportation?
The new zoning itself will not impact motorized and non-motorized transportation. Once developed, there will be increased volume to the transportation network, both motorized and non-motorized. The Billings Area Bikeways and Trail Master Plan does not directly serve the affected area of the zone change. The newly developed parcels will require sidewalks consistent with current design standards.

7. Will the new zoning promote compatible urban growth?
The proposed zoning is compatible with the adjacent zoning and existing uses in the vicinity. The proposed zoning will be N3, which allows for residential development comparable to the rest of Yellowstone Club Estates Subdivision, which is also N3 zoning. The likely development will be single-family homes or duplexes.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. The proposed zoning will allow for infill residential development. The proposed zoning and development is compatible with the adjacent zoning and existing development and uses in the vicinity.

9. Will the new zoning conserve the value of buildings?
The property is currently vacant, therefore the new zoning will not have an impact on the value of buildings on the parcel. Any new structures will need to be in compliance with zoning, engineering and building codes. New development tends to increase surrounding property values.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The N3 zone is the most appropriate zone and the owners intend to develop the property in accordance with the requirements of the zoning.

FISCAL EFFECTS
Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

STAKEHOLDERS
The applicant and agent conducted a pre-application neighborhood meeting on January 21, 2026, and 64 surrounding property owners attended. The meeting was held at Yellowstone Country Club. Some attendees asked about how the zone change would affect their access to the unofficial trail network beneath the Rims. The applicant responded by saying they would continue to let the residents use them and the development would not affect their ability to access them. Other residents questioned if the new lots would adhere to the Homeowners Association (HOA) rules. The applicant responded that the new lot would be subject to current HOA bylaws of Yellowstone Estates Subdivision.

Planning Staff has received four (4) comments in opposition as of completing the staff report for the zone change. Those comments are attached to this memo.

ZONING COMMISSION PUBLIC HEARING
Planner Hunter Kelly presented the staff report regarding the proposed zone change. Commissioner Goss inquired about whether sidewalks would be required for the proposed new residential lots. Staff responded that any new residential development would be required to comply with applicable City standards at the time of construction, including the installation of sidewalks.

Following staff discussion, the Zoning Commission invited the applicant or the applicant's representative to address the Commission. Taylor Kasperick, representing Performance Engineering, provided a brief presentation describing the purpose and intent of the requested zone change. Mr. Kasperick explained that the zone change is intended to facilitate future annexation of the property and allow for the development of approximately seven residential lots. The Commission asked no additional questions of the applicant's representative.

The Board then opened the public hearing for comment. A total of ten individuals spoke in opposition to the proposed zone change. Those speaking in opposition cited concerns related to reduced access to an unofficial trail network that has developed across the subject parcel, as well as voicing concerns about the reduction of parkland and open space. Several of the individuals who spoke in opposition identified themselves as members of the Yellowstone Country Club.

Additionally, two members of the public, who identified themselves as holding leadership positions within the Yellowstone Country Club, spoke in favor of the proposed zoning action, expressing support for the request.

After all public testimony was received, the Commission closed the public hearing and moved into deliberation. During discussion, the Board considered the merits of infill development and the importance of increasing housing supply within the community. Commissioners noted that access to the informal trail network is an issue that would need to be addressed through discussion and coordination between nearby residents and the Yellowstone Country Club, rather than through the zoning action itself. No further discussion was offered. Commissioner Goss then made a motion to recommend approval of the proposed zone change and to adopt the findings addressing the ten required zone change criteria. The motion was seconded by Commissioner Megorden and approved on a 4--1 vote.

ALTERNATIVES

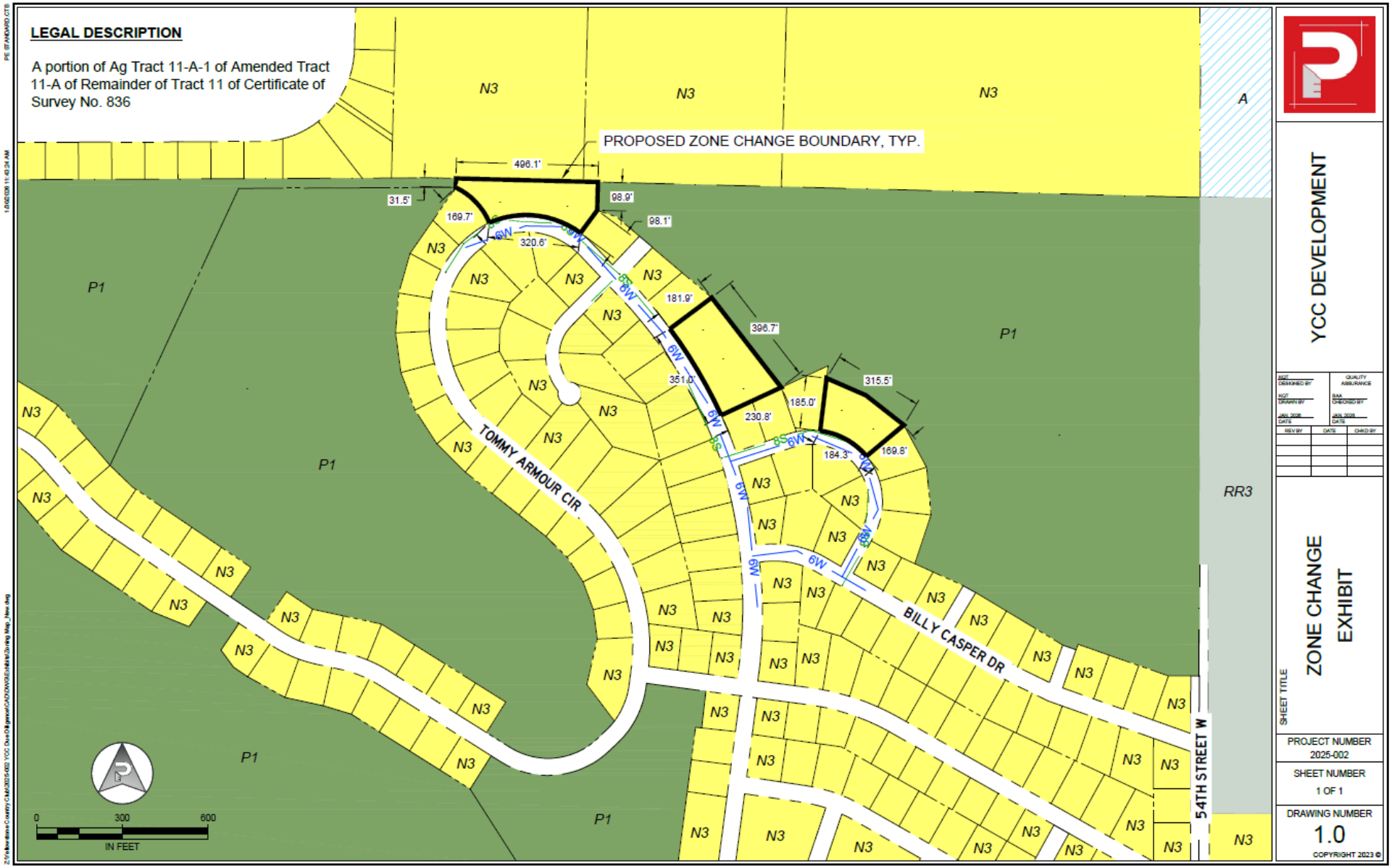
The City Council may take one of the following actions:

- Approve and adopt the findings of the ten review criteria for Zone Change 1077; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1077; or,
- Delay action on the zone change request to a certain date not more than 60 days in the future; or,
- Allow the applicant to withdraw the zone change request

The applicant has not asked to delay or withdraw the application as of the drafting of this memo.

Attachments

Zoning Map and Site Photos
Application & Applicant Letter
Neighborhood Meeting Information
Zoning History
Opposition Letters
Resolution


LEGAL DESCRIPTION
A portion of Ag Tract 11-A-1 of Amended Tract 11-A of Remainder of Tract 11 of Certificate of Survey No. 836
PROPOSED ZONE CHANGE BOUNDARY, TYP.
496.1'
31.5'
169.7'
98.9'
98.1'
320.6'
181.9'
396.7'
315.5'
351.0'
230.8'
185.0'
184.3'
169.8'
TOMMY ARMOUR CIR
BILLY CASPER DR
54TH STREET W
N3
P1
RR3
A
0
300
600
IN FEET
YCC DEVELOPMENT
ZONE CHANGE EXHIBIT
SHEET TITLE
PROJECT NUMBER 2025-002
SHEET NUMBER 1 OF 1
DRAWING NUMBER 1.0
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Billings
PLANNING & COMMUNITY SERVICES









CITY ZONE CHANGE APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change #_____Project #_____

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning P1 - Parks and Open Space

Proposed Zoning: N3 - Neighborhood Residential 3

PARCEL TAX ID# D04646 CITY ELECTION WARD 4

Legal Description of Property: Ag Tract 11-A-2 of Amended 11-A of Remainder Tract 11 of COS 836

Address or General Location (If unknown, contact City Engineering): Lying north of Ben Hogan Ln, Quimet Cir & Billy Casper Dr

Size of Parcel (Area square feet or acres): 84.04 acres

Present Land-Use: Open Space

Proposed Land-Use: Residential

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

Owner(s) Yellowstone Country Club
(Record Owner)

3200 Paul Allen Way, Billings, MT 59106
(Address)

(Phone Number) (email)

Agent(s): Kinslee Todd, Performance Engineering
(Name)

3412 Colton Blvd, Suite 202, Billings, MT 59106
(Address)

406-384-0080 kinslee@performance-ec.com
(Phone Number) (Email)

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

Signature: Dylan Petrick Digitally signed by Dylan Petrick Date: 2026.01.30 13:28:59 -07'00' Date: 01/30/2026

(Record Owner – Digital Signature Allowed)

PERFORMANCE ENGINEERING
3412 Colton Blvd., Suite 202 • Billings, MT 59102 • 406-384-0080

Zone Change Questions

Agricultural Tract 11-A-2 of Amended Tract 11-A of the Remainder of Tract 11 of Certificate of Survey No. 836 Having a total area of approximately 84.04 acres

1. Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.

   Essential Investments – The proposed project is north of Ben Hogan Lane and Quimet Circle within the Yellowstone Country Club development area. City infrastructure already exists within the rights-of-way for Ben Hogan Lane and Quimet Circle, making the proposed development consistent with the Essential Investments growth guideline by developing property near existing City infrastructure. This helps the city more efficiently expand their tax base without significantly growing their infrastructure, making it more cost-effective to maintain.

   Strong Neighborhoods – The proposed zoning will create the potential for infill development within the existing Yellowstone Country Club subdivisions. This will be an ideal location for the expanding residential population in northwest Billings for those that are looking to build a home in the rapidly-growing West End.

   Growth Scenarios – The City of Billings Growth Policy identifies three growth scenarios for the Billings West End, public preferred, high density and low density. In the high density scenario, the land in question was not included. In the low density scenario, the land was shown as a medium-density development, and in the public preferred scenario, the land was shown as remaining as open space. Moving to N3 zoning on approximately 6 acres of the over-arching 84 acres would be a blend of the low density and public preferred scenarios.

2. Explain how the proposed project meets the 10 zone change criteria.
   a. Is the new zoning designed in accordance with the growth policy?
      As mentioned previously, the proposed zoning follows the growth policy to a tee. Creating a low-density residential infill in an area already served by City infrastructure makes sense for the City as well as the taxpayers.

b. Is the new zoning designed to secure from fire and other dangers?
The existing fire system will adequately serve the proposed zone change area, as the lots that would potentially be created will be infill lots, and will not expand the existing service area. Historically, stormwater drainage has been a concern in the area. Design completed during the subdivision process will address those concerns.

c. Will the new zoning promote public health, public safety, and general welfare?
The subject property will be subdivided as part of this project. At most, the proposed subdivision will consist of seven (7) new residential lots, which will virtually enact no change to the fabric of the existing neighborhood and will have no impact on public health, safety, or general welfare.

d. Will the new zoning facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements?
The areas within the proposed zone change are located along existing street frontage with City water and sewer mains lying directly adjacent to the areas of interest. No extensions or construction will be required to being any proposed lots into the City. Parkland will be dedicated during the subsequent subdivision process with the intent of connecting and continuing to allow use of the trail system that exists on the land.

e. Will the new zoning provide adequate light and air?
The proposed zone change will have some impact on light and air as the property will move from vacant use to residential. Any improvements to the land must adhere to the requirements for lighting laid out by the City's Zoning Code which directly addresses open areas and light.

f. Will the new zoning affect motorized and nonmotorized transportation?
As this project proposes the conversion of approximately 4 acres of vacant land to residential, minimal trips will be generated by the development, which will in turn have virtually no impact on motorized and nonmotorized transportation.

g. Will the new zoning promote compatible urban growth?
The proposed zoning will promote compatible urban growth as is desired by the city. It proposes an infill residential development in an area that is adjacent to existing City limits and is served by city infrastructure. The proposed zoning matches the neighboring properties and does not require the extension or installation of new public infrastructure, which is in direct alignment with the City of Billings Growth Policy.

h. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The area of the proposed development is surrounded by undeveloped land and residential subdivisions. There is a trail system that exists on the undeveloped land, and the intent is to maintain access to those trails while still creating the opportunity for residential development.

i. Will the new zoning conserve the value of buildings?
The proposed zoning will conserve the value of buildings in the area by maintaining the continuity of the existing neighborhood.

j. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will encourage the most appropriate use of land by infilling existing subdivisions while maintaining and promoting the integrity of parks and open space.

3. Does the new zoning fit with the existing or planned developments within the area?
The new zoning matches the existing zoning of the surrounding subdivisions.

CITY ZONE CHANGE Pre-Application Statement of Owner(s) and Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. Present Zoning: P1 - Parks & Open Space

2. Written description of the Zone Change Plan including existing and proposed new zoning:

Change the underlying zoning of Ag Tract 11-A-2 of Amended 11-A of Remainder Tract 11 of COS 836 from the current County P1 District to N3 concurrently with annexation into the City.

3. Legal Description of Property:

Agricultural Tract 11-A-2 of Amended Tract 11-A of Remainder Tract 11 of COS 836

4. Neighborhood Task Force Area: Yes /// No . If Yes, Name of Task Force

West End Task Force

5. Roster of persons who attended the pre-application neighborhood meeting: please attach to on line application

6. A brief synopsis of the meeting results including any written minutes or audio recording.

please attach to on line application

7. The undersigned affirm the following:

1) The pre-application neighborhood meeting was held on the 21st, day of Jan. , 2026.

2) The zone change application is based on materials presented at the meeting.

Owner (s):

Yellowstone Country Club Telephone:

Address:

3200 Paul Allen Way, Billings, MT 59106 Email:

Agent (s):

Kinslee Todd, Performance Engineering Telephone: 406-384-0080

Address: 3412 Colton Boulevard, Suite 202 Email: kinslee@performance-ec.com

Complete this form and upload to your on-line Zone Change application

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January 13, 2026

Dear Interested Neighbor,

On behalf of Yellowstone Country Club and 22500 NOL, LLC, Performance Engineering, LLC, is writing to inform you of a zoning pre-application neighborhood meeting scheduled to be held on **Janurary 21st 2026** at Yellowstone Country Club, 3200 Paul Allen Way, Billings, MT 59106. Interested parties can attend the meeting held in the Ballroom from **6-7 PM.**

The meeting is being held to discuss a proposed zone change regarding property located north of the Yellowstone Country Club and east of 62nd Street West. The owner is requesting the properties shown in the attached exhibits, and described below, be re-zoned to accommodate future development:

> **Portions of Tract 11A-1 and Agricultural Tract 11A-2 of amended Certificate of Survey No. 836 located in Billings, Montana. The total proposed area being approximately 6.34 acres.**

The intent of the meeting is to make neighboring property owners aware of the proposed zone change for the subject properties, discuss the potential for redevelopment, and to answer questions about the project. Below is a summary of the existing and proposed zoning with map exhibits accompanying this letter.

Existing Zoning	
Zoning Description	Allowable Density
P1 – Parks/Open Space	N/A

Proposed Zoning	
Zoning Description	Allowable Density
N3 – Suburban Neighborhood	1 dwelling unit/building

Representatives for Performance Engineering, LLC will be present at the meeting to answer questions from those who attend. For those unable to attend the meeting, written letters can be directed to Performance Engineering at 3412 Colton Boulevard, Suite 202, Billings, MT 59102, attention Kinslee Todd, or emails may be sent to kinslee@performance-ec.com. We look forward to discussing the proposed zone change with you and hope to see you on **January 21,2026 at Yellowstone Country Club.**

Sincerely,

Kinslee Todd, PE

PROPOSED ANNEXATION & ZONING MAP FOR

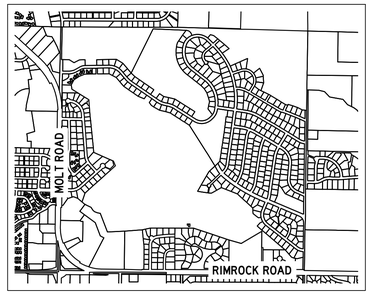
CERTIFICATE OF SURVEY NO. 836

BEING TRACT 11-A-1 AND AGRICULTURAL TRACT 11-A-2 OF THE AMENDED
TRACT 11-A OF THE REMAINDER OF TRACT 11 OF COS 836
LOCATED IN THE N1/2 OF SECTION 30, T01N, R25E, P.M.M., YELLOWSTONE CO.

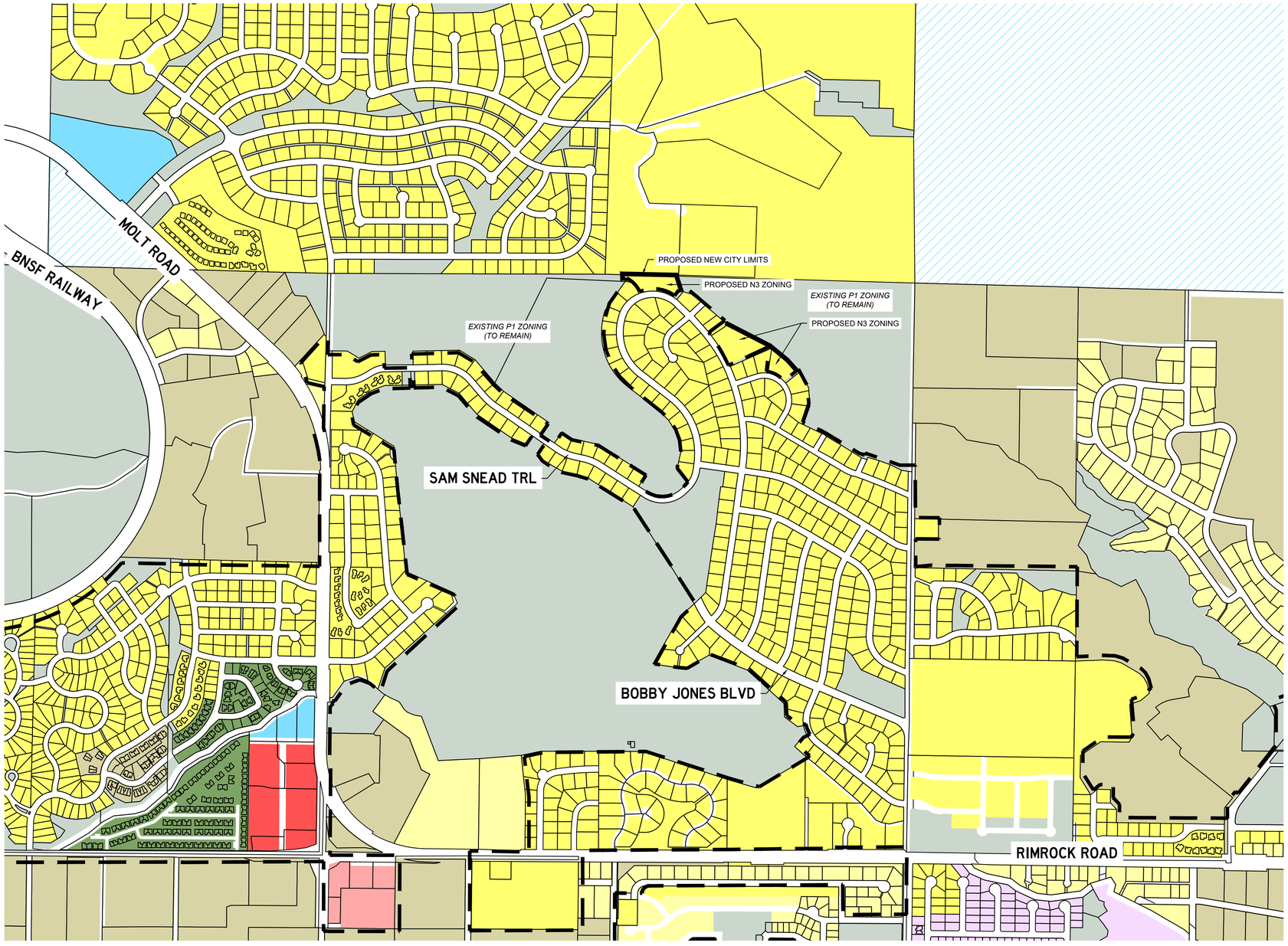
PREPARED FOR : YELLOWSTONE COUNTRY CLUB

PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF ANNEXATION : ± 4.933 ACRES



VICINITY MAP
NOT TO SCALE



ZONING INFORMATION

PROPOSED DISTRICT	ACRES	PERCENTAGE
N3 - SUBURBAN NEIGHBORHOOD	6.34	100.00
TOTAL	6.34	100.00

ZONING LEGEND

- A - AGRICULTURAL 10+ ACRES
- CMU1 - CORRIDOR MIXED-USE 1
- CMU2 - CORRIDOR MIXED-USE 2
- NO - NEIGHBORHOOD OFFICE
- N2 - MID-CENTURY NEIGHBORHOOD
- N3 - SUBURBAN NEIGHBORHOOD
- N4 - LARGE LOT SUBURBAN NEIGHBORHOOD
- PUD - PLANNED DEVELOPMENT
- P1 - PARKS AND OPEN SPACE
- RR3 - RURAL RESIDENTIAL 3 ACRES TO 9.99 ACRES

0 500 1000
IN FEET

SHEET 1 OF 1

1/14/2026 1:35:23 PM

Z:\Yellowstone Country Club\2025-002 YCC Due Diligence\CAD\DWG\Exhibits\Annex & Zoning.dwg

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Zoning Neighborhood Meeting - Portion of Tracts 11-A-1 and 11-A-2 of COS 836 Amd.

1/21/2026

NAME	ADDRESS	Email
David + Maribeth	Daines - Billy Casper	
RICKI AMY SELENSKY	3625 TOMMY ARMOUR	rickselensky@yahoo.com
Candyce Pierson	3319 Horton Smith	
David & Marina Hurlburt	5550 Walter Hagen Dr	darchetty5550@gmail.com
RYAN AUER	3612 TOMMY ARMOUR CIR	ryan.auer@gmail.com
BILL WINDSOR	4207 SNOWYWOODS DR	
Colleen Kane	3459 Stone Mtn. Cir	
CARRIE Von Hagen	3639 Quimet Cir	
Lynda & Dave Ballard	5425 Billy Casper Dr.	lynda.mac.ballard@gmail.com
Terra Pierce	3623 Quimet Circle	T.pierce@Brennan.Net
George Auker	3311 Jack Burke LN.	
JEFF REINEKING	5416 GENE SARAZEN DR.	
C Stenehjem	3620 Tommy Armour	
Bill Morgan	3155 FAIRMEADOW DRIVE	
Dave Whisenhunt	3603 Tommy Armour	
TOM/ROXANNE DUNNE	3324 LLOYD MANGRUM	PISCATOR63@YAHOO.COM
BRIAN + JAN BIGG	5506 BILLY CASPER	
Rich Wrobel	3623 Quimet Cir	
Cheryl & Whitney Robinson	5800 Sam Snead Tr.	whitneyrobinson2@icloud.com
Cari Piatkowski	5514 Billy Casper Dr	caripiatkowski@gmail.com
Lee Jackson	6016 Sam Snead	
Nancy Jackson	" "	
PAT CURRY	5412 Gene Sarazen Dr.	grizcopey@yahoo.com
Colvin	4024 Summerwood	
PELTIER	5509 WALTER HAGEN	
RUSS & SUSAN PIATT	3617 Tommy Armour	RUSS@PKLAW.NET.com

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Zoning Neighborhood Meeting - Portion of Tracts 11-A-1 and 11-A-2 of COS 836 Amd.

1/21/2026

NAME	ADDRESS	Email
KALE EIKE	3728 HARRY COOPER PL	KALEEIKE10@GMAIL.com
Cheryl Wing	5503 Walter Hagen Dr	pswowfactor@hotmail.com
Emily Adam	3628 Ben Hogan Ln	emilylaurenadam@gmail.com
Sean Banderob	5430 Walter Hagen Dr.	sbKKb0679@gmail.com
Dustin Sasker	6103 Sandalwood Dr.	dustin.Sasken@gmail.com
Dan Caitlin	3729 Ben Hogan Lane	danielkaitlinkscb@gmail.com
Sarah Mahowald	3713 Tommy Armr	sarah.mahowald@gmail
TIM REICHERT	3712 B. HOGAN	TREICH101@YAHOO.COM
CARRIE REICHERT	3712 B. Hogan	CREICH4@gmail.com
Anthony Ypparila	5906 SAM SNEAD TR	
Cyrolee Cook	6030 Sam Snead Tr	
Tim Penfield	3631 Quimet Cir	tim.penfield@apexenergygroup
Jon Ussin	3511 Spalding	Jon@ubar5.Net
Roger McCalla	3126 Lloyd Mangum	r.mccalla@bresnan.net
George Hatch	3620 Quimet Circle	hatchgeorge@msn.com
Mike Nelson	3703 Tommy Armour Cir	2aotist@aol.com
Chris Frideres	3650 Quimet Cir	chrfri1@gmail.com
JON FORTE	5466 GENE SARAZEN DR.	fortejr2@GMAIL.com
Dick Frederick	3422 54th Ave W	bozos1co@aol.com

PERFORMANCE ENGINEERING

Zoning Neighborhood Meeting - Portion of Tracts 11-A-1 and 11-A-2 of COS 836 Amd.		
1/21/2026		
NAME	ADDRESS	Email
Herman Seibert	3215 Ben Hogan	berttreb3@gmail.com
Tammy Seibert	" "	"
Denny Maier	3222 Ben Hogan	dwmaier7@gmail.com
PJ HULLOWNEY	3816 Ben Hogan LANE	HVLLOWNEYPJ@GMAIL.COM
Aaron Noble	3713 Tommy Armour	aanoble7@gmail.com
Brent Morvay	5406 Bobby Jones Blvd	biobrentme@gmail.com
B. Scott	3728 Ben Hogan	
E. Wedul	3412 Ben Hogan	wedul@bresnan.net
Susan Plath	3617 Tommy Armour	Susan.b.plath@gmail.com
RIC MELZER	5445 GENE SARAZEN	RMBRAYDEN@GMAIL.COM
LEANN MELZER	5445 GENE SARAZEN	LARSENDLEANN@GMAIL.COM

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Agricultural Tract 11-A-2 of Amended Tract 11-A of the Remainder of Tract 11 of Certificate of Survey No. 836

North 1/2 of Section 30, T01N, R25E, Yellowstone County, Montana

Zone Change Neighborhood Meeting Notes

The meeting was conducted from 6:00-7:30 PM on January 21, 2026 at the Yellowstone Country Club. The meeting was hosted by Taylor Kasperick and Kinslee Todd of Performance Engineering (agents) and Justin Moser and Mike Walker of the Yellowstone Country Club (YCC) Board of Directors (developers).

There were approximately 64 public participants for the meeting that provided name and contact information on the provided sign-in sheet at the meeting.

The meeting began with Mike and Justin giving an overview of the property and the proposed zoning change to bring approximately 6 acres of currently zoned P1 land in to an N3 zoning for residential lot development. Taylor discussed the general procedures associated with zoning changes and opened the floor for public questions and comments.

Questions from individuals and subsequent responses are shown below:

- Will access to the current trail system beneath the Rims be maintained?

  Access is generally not addressed during a zone change application; however, the YCC is interested in being a good neighbor and intends to continue to allow the public to enjoy the existing trails running on their property. It should also be noted that a full right-of-way dedication exists for Harry Cooper Place, allowing access to the noted trails. That access is located approximately 375 feet to the northwest of the existing unofficial trail off of Ben Hogan Lane.

- Does this proposed zone change align with the City of Billings Growth Policy?

  The 2016 City of Billings Growth Policy presents six (6) different growth scenarios – three (3) in the north, and three (3) in the west. This property lies in the "west" area, and the three (3) growth scenarios are as follows: West High Density (WHD), West Low Density (WLD), and West Public Preferred (WPP). The property is not addressed in the WHD scenario, is identified as an area of medium density residential development in the WLD scenario, and is shown as an area to remain as open space in the WPP scenario.

  The medium density residential development is defined as nine (9) dwelling units per acre in the Growth Policy. The proposed zoning change and nature of the land

itself will not allow for that high of a density ratio, so we find that this proposed zoning change finds an adequate middle ground between the WLD and WPP scenarios.

Additionally, the Growth Policy encourages "development within and adjacent to the existing City limits" with "preference given to areas where City infrastructure exists," which provides for the opinion that this proposed zone change is in alignment with the adopted Growth Policy. This proposed zone change would incorporate areas that have existing street frontage with existing City water and sewer mains directly adjacent to the areas of interest. No extensions or construction will be required to connect any future lots.

- What will the development do to manage stormwater? Will this add to the drainage/flooding problems that are already present in the area?

  Management of stormwater and drainage is not addressed during the zone change process, but if the zone change and annexation is approved, these items will be addressed during the subdivision process. Generally, with the area being residential, stormwater is managed "on lot" which would help with lowering current stormwater runoff in the area.

- What is going to be done to address the increase in traffic in the area? Attendees stated they already have issues of speeding down Billy Casper.

  An increase in traffic is not a subject that is addressed during a zone change application. The YCC is still in the planning phases of any future subdivision; however, at most, the future subdivision will add seven (7) lots to the existing neighborhood. The existing neighborhood is a mature development and the said seven (7) lots will generate minimal to no noticeable traffic impact. City of Billings Subdivision Regulations only require a Traffic Impact Study (TIS) to be completed if the proposed subdivision will generate 1,000 or more new vehicle trips per day or 100 new peak-hour trips, which will not be the case for this potential subdivision.

- Will any subsequent subdivision be required to adhere to current HOA regulations and/or will the new lots be adopted into the current HOA?

  It is the intention of the YCC to be a good neighbor. The HOA has made it clear that they would want to incorporate any new lots created during subdivision to be included under their bylaws and be subject to current covenants and restrictions.

Zoning History for City ZC 1077

SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
Yellowstone Club Estates near Tommy Armor Circle	**1077**	3/3/26	P1 to N3		
SURROUNDING PROPERTY	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
Sunny Cove Fruit Farm Lots66A1 & 67A1	**1070**	**10/13/2025**	MU PND- N1, NX1, CMU1 & P1	Y	
Wild Rose Subdivision	**998**	**9/21/21**	N4 to (MR-PND) consisting of N1, N2, N3, NX1 and P1	Y	Formerly Sweetgrass Subdivision
Skyview Ridge Subdivision	788	12/5/2006	A to CC, NC, RP, RMF-R, R60, R70, R70R, R96 and Public	Withdrawn	Zone districts updated 2021 to CMU1, NMU, NO, NX3, NX2, N2, N3 and Public 1
Skyview Ridge Subdivision	814	7/23/2007	R96 to R70R, R60, RMF-R, RP, NC, CC and Public	Yes	
Zimmerman Home Place	1038	10/3/2023	NX1 to NX2 & Nx3	Y	
Michelloti Sawyer	1020	10/24/2022	A to NX1 and NX3	Yes	Steward Land townhomes
ZHP 3rd Filing Zimmerman Trail frontage	1019	1/9/2023	NO to CMU1	Withdrawn	
Cardwell Ranch PD	986	10/26/2020	Update to PD	Y	
733 S 31st St. W	999	10/25/2021	CMU1 to CMU2	Y	
E.D. King Sub	782	7/10/2006	A-1 to CC	Y	Country Meadow Apts 1997
1501 Zimmerman Trail	807	7/9/2007	R-60-R to CC & RP	Y	Ace Hardware & Offices
3737 Grand Ave	779	6/26/2006	RP to NC	Y	Multi-tenant office/retail
1500 Golden Blvd	572	2/28/1994	A-1 to RMF	Y	Carriage Homes 1997
3155 Avenue C	413	10/25/1983	R-96 to RMF-R	Y	Aspen Meadows 2005
2291 Avenue C	68	8/26/1974	PD to R-60	Y	Rosepark Plaza Apts 1981

Billings City Zoning Commission-

I am writing to ask for your consideration AGAINST the rezoning of the lots proposed by the Yellowstone Country Club (YCC) and surveyed by Performance Engineering from parks and open space to residential. The land in question is the last remaining open space under the lower rims in Billings city limits.

I attended the zoning meeting at the YCC on Wednesday January 21st and the majority of the sentiment from the YCC HOA was to leave the zoning as park and open space. The trails on this land connect the upper rims to the lower rims and is a corridor for wildlife and a loved trail by much of the neighborhood.

The #4 goal of the City Council is "To activate parks and public spaces, maximize useful life of parks, recreation, trail assets, and neighborhood plans. To increase trail network and recreation participation." Leaving this land zoned as Park and open space is congruent with this goal. It improves the city and the neighborhood.

West end growth is unstoppable. I understand this as I grew up on the west end, and now live in the YCC as a mom of three young boys. There is a 72 house subdivision being built just down the road on 54th and Rimrock. Many of these new neighborhoods put in the mandatory small "pocket park" and call it sufficient open space. This steady growth of houses and subdivisions is why it is so important to preserve what little natural space we have. Lets make Billings a more desirable place to live, lets give kids a place to run in nature, and lets as a community have the foresight to give future generations this gift.

Yes this is privately owned land, and perhaps the YCC can still sell this land, but for what it is currently zoned as. Maybe someday the city or the county will have the opportunity to permanently make this area a natural park.

I appreciate your consideration for a better future for Billings,

Hanah Heser
5635 Billy Casper
Billings, MT 59106

RECEIVED
JAN 31 2020
PLANNING & COMMUNITY
SERVICES DEPARTMENT

Dear Zoning/Planning division,

I am writing to express my strong opposition to the proposed request by Yellowstone Country Club to rezone three areas currently designated as P1 park/open space to suburban zoning for housing development within the Yellowstone Country Club neighborhood.

While these parcels are privately owned, they are intentionally zoned as P1 park/open space and function as important open space and recreational resources for the surrounding community. Two of the three areas contain well-established trail systems that have been in continuous use for over 30 years. These trails are very popular and frequently used, providing valued walking and recreational opportunities and serving as an integral part of the neighborhood's character and livability.

I have attached photos of the middle lot to clearly show the area in question and the existing trail conditions. The images demonstrate how established and actively used this corridor is.

Approving a rezoning of P1 open space for residential development would conflict with the City of Billings' adopted City Council strategies and priorities, which include a stated mission to increase parks, trails, recreation, and cultural investments. Reducing existing open space and established trail access runs counter to these goals and weakens long-term planning efforts intended to protect and enhance community recreation assets.

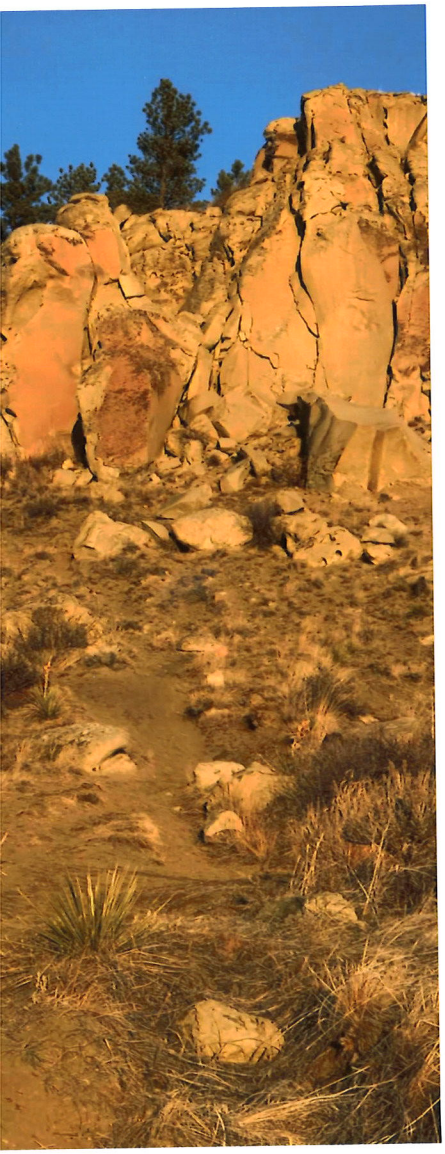
As Billings continues to grow, preserving designated open space and trail corridors is critical to maintaining quality of life and honoring the City's planning commitments. Once P1-zoned land is converted to suburban development, the opportunity for open space and trail connectivity in this area is permanently lost.

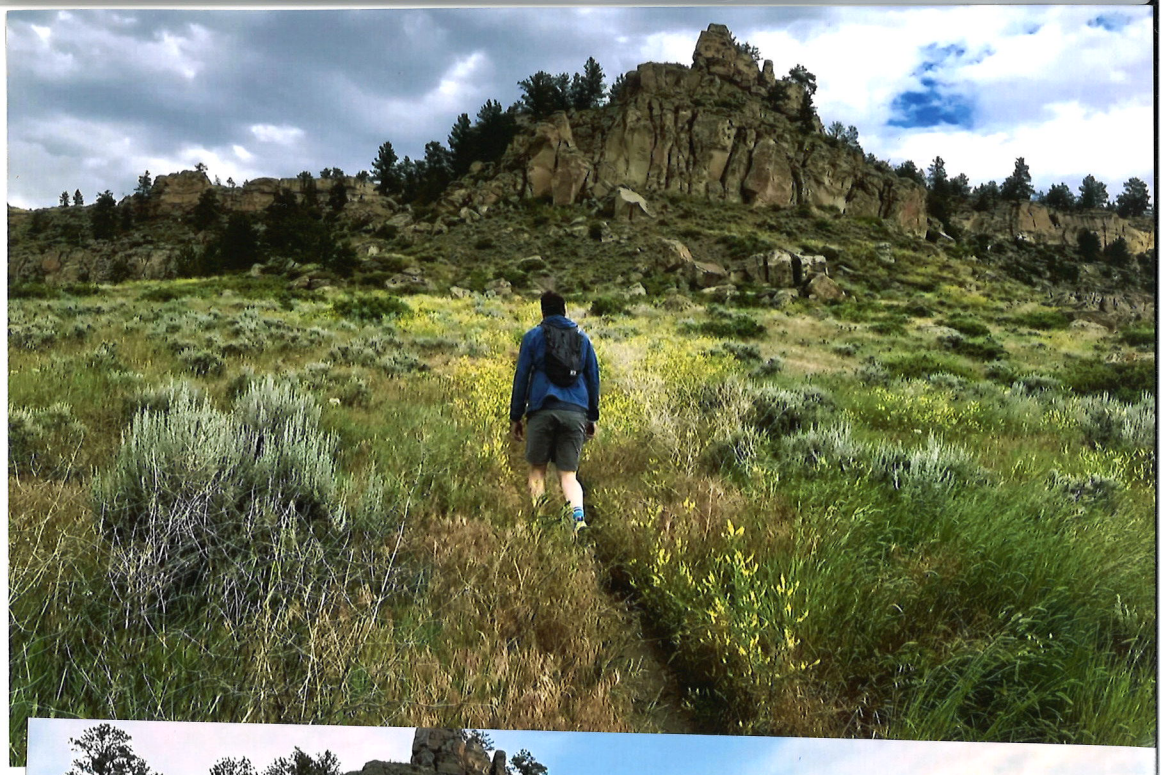
I respectfully urge you to oppose this rezoning request and to uphold the intent of the P1 park/open space designation in accordance with the City's adopted strategies and priorities.

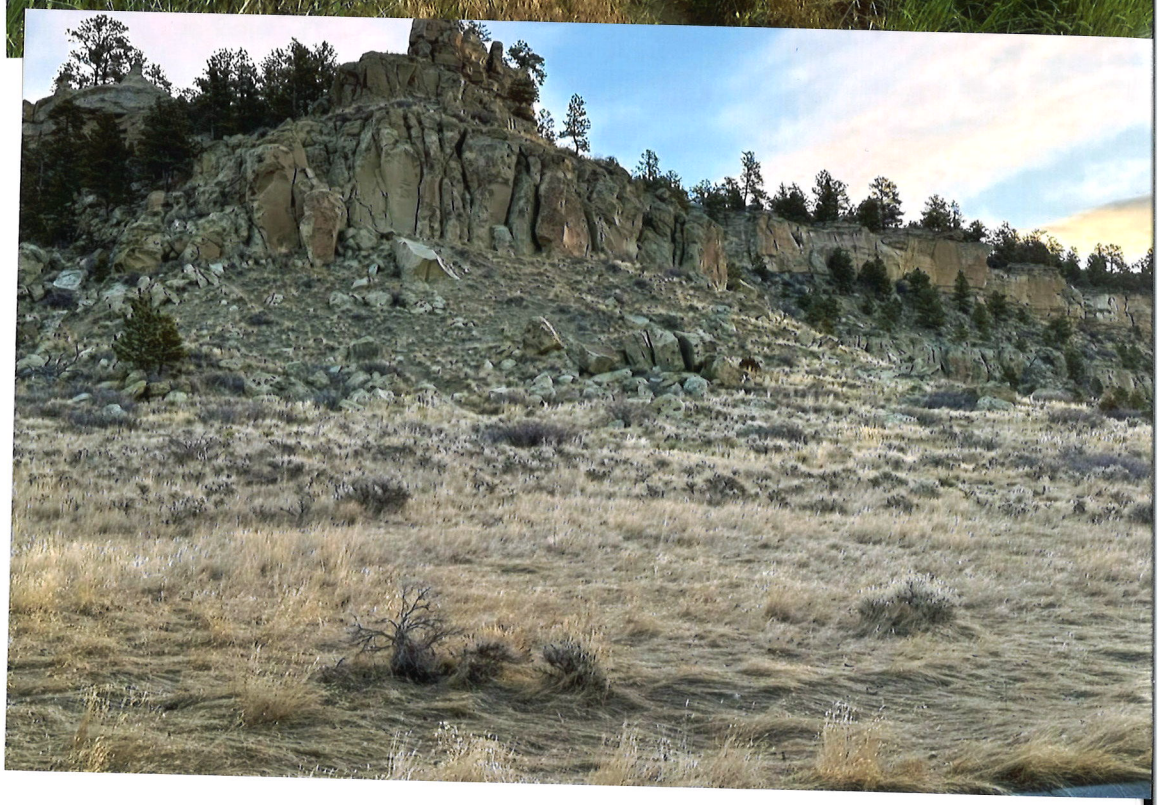
Thank you for your time and consideration.

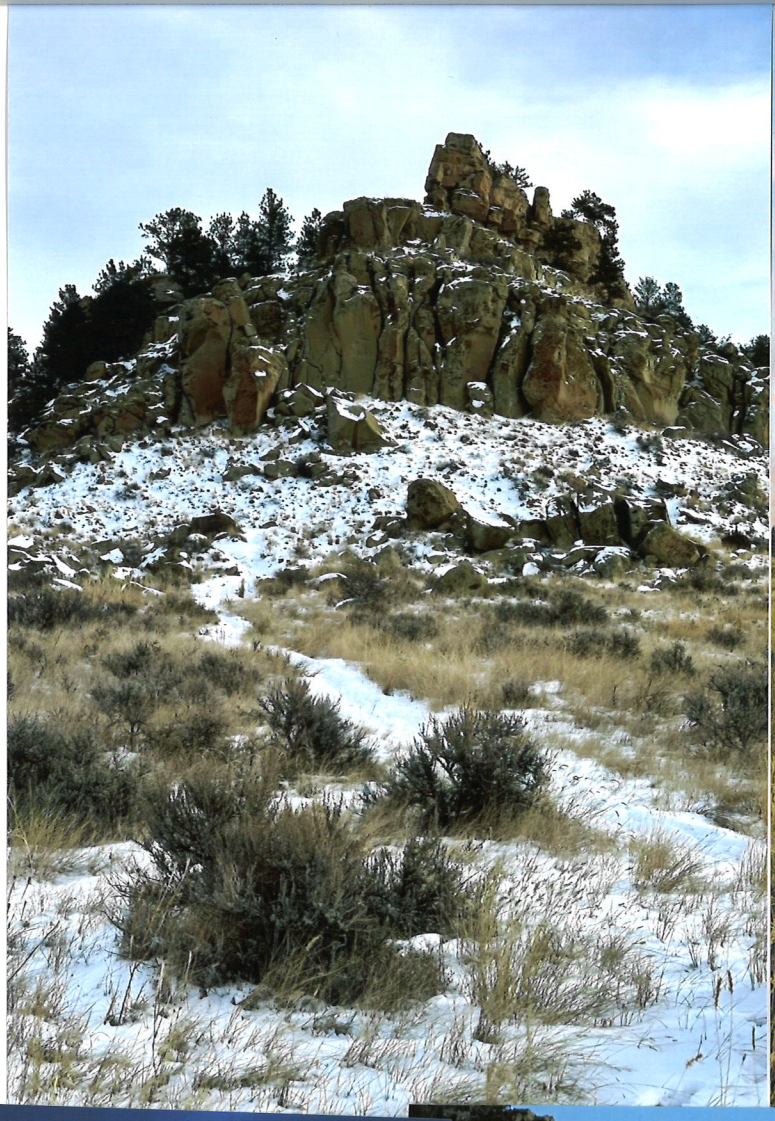
Sincerely,
Sarah Mahowald
Billings, Montana

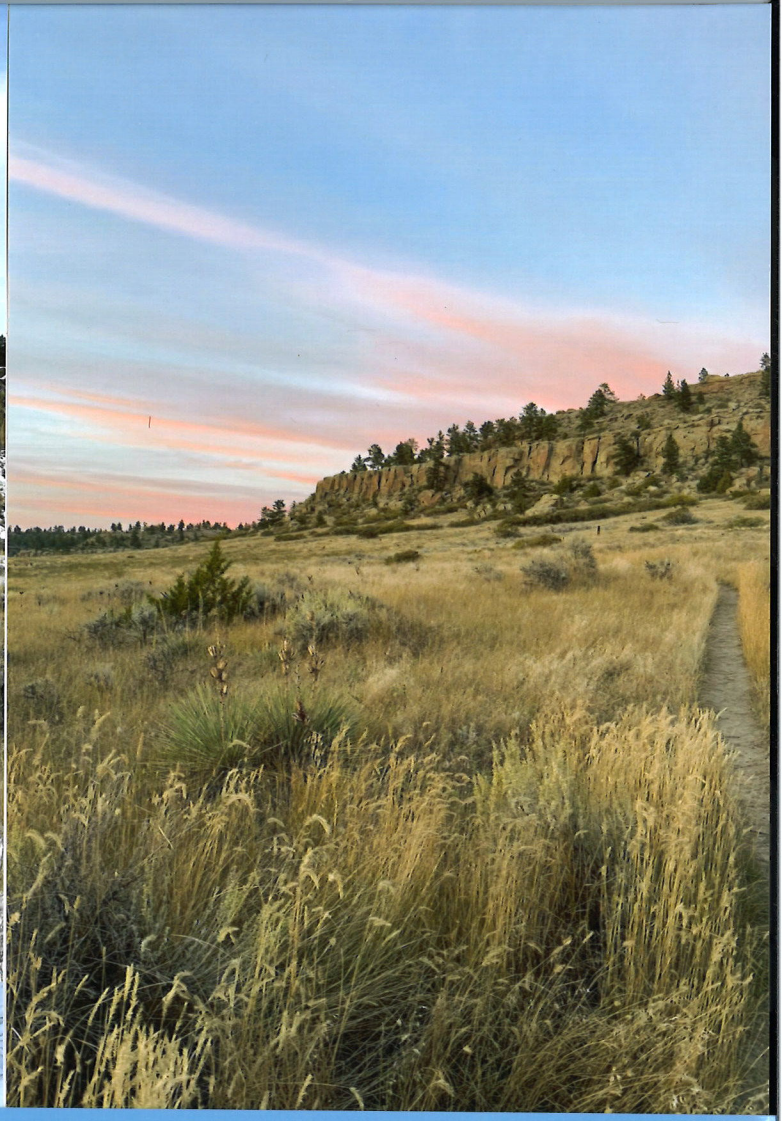




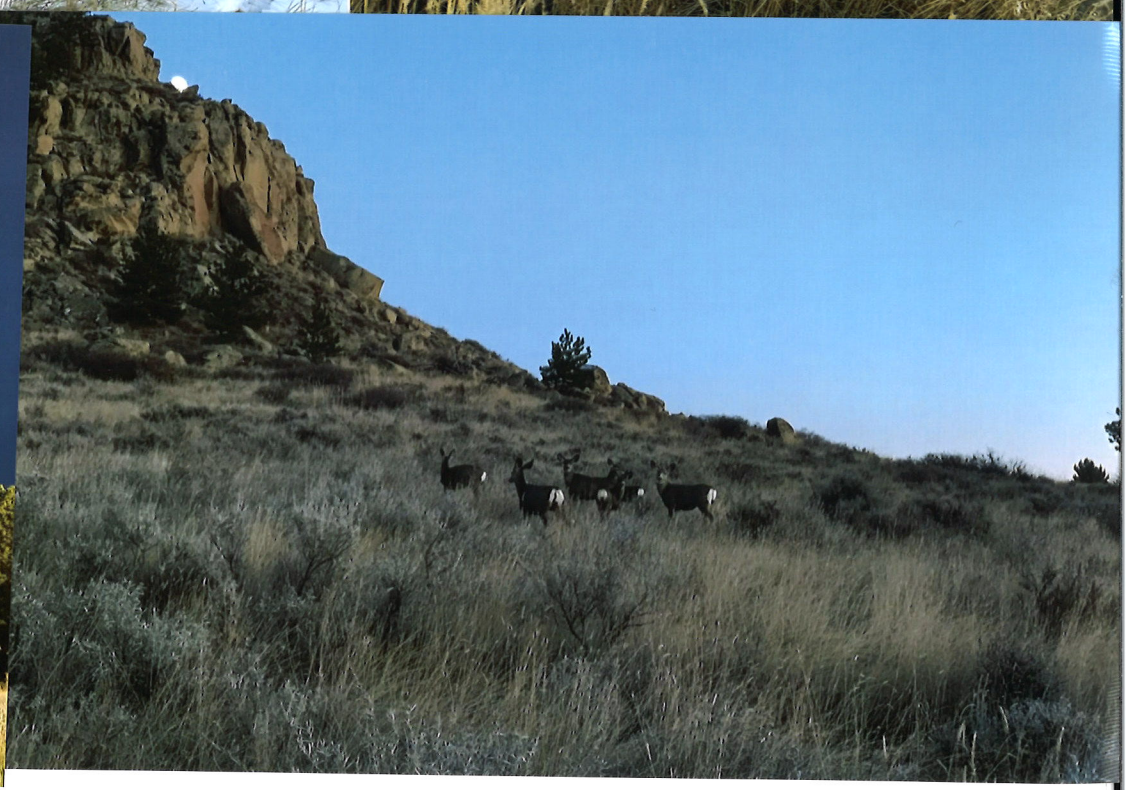












March 1 2026

To: Billings City Zoning Commission
From: Dan and Kristy Catlin
Re: City Zone Change 1077 Yellowstone Club Estates

We are writing this letter in regards to the zoning change proposal in the Yellowstone Club Estates from "Parks and Open Space to Neighborhood Residential". The lots being submitted for change are used by Billings residents quite extensively. We see people hiking up to access the trails that run along the base of the rims everyday. They take professional family photos, wedding pictures and senior pictures in these spaces all year long. They park along the street where lots 10, 11, and 12 are proposed and use the trails leading to the rims. We see adults guiding camp youths in the summer utilizing that same trail and parking area along the street.. Cross Country groups of runners and mountain bikers use this area also. It is an awesome place to walk dogs and hike with your children.

We were told when we bought this house that the country club could expand the golf course to these lots - but never that it would be sold for residential development. This is very disappointing to all the residents who have lived in the neighborhood for years.

To change the zoning just to help bail out Yellowstone Country Club due to their own mismanagement of their funds would be detrimental to the residents who live here in the neighborhood and the people who come here to enjoy the outdoors and beauty of the rims. We don't believe that it would amount to enough money to fix YCC's financial situation anyway.

If they want to subdivide, they should use the large open property across from the clubhouse off of Sam Snead. It is flat and easily accessible, and hardly used.

Once the few lots are developed under the rims and access is limited, it cannot be changed and would be a shame for the generations coming up to not have this natural beauty to enjoy.

There will also be prescriptive easement issues leading to the rims on these trails that have been used by so many people for so many years.

We strongly oppose any zoning changes to the land proposed in this request.

Sincerely

Dan and Kristy Catlin
3729 Ben Hogan Lane
Billings MT 59106
406-671-7715

Letter in Opposition to Proposed Zoning Change

This letter is delivered to the Billings City/County Planning Division in opposition to the proposed zoning change 1077 – Yellowstone Club Estates near Tommy Armor Circle – P1 to N3.

As required by statute and noted by the Planning Staff, any zoning change must comply with the established Growth Policy. In making a recommendation to approve the zoning change, the Planning Staff purports to consider ten elements of the Growth Plan (addressed below).

In its executive summary, the Planning Staff correctly notes that "**P1 zoning designation is intended to preserve land for parks and open space uses."** However, without referencing any to the Growth Policy which would warrant a zoning change, the Planning Staff baselessly notes that the subject property's zoning "no longer reflects the intended residential development or the surrounding land use pattern." This statement is conclusory and not based in any finding adopted by the Planning Staff. Rather, it reflects a parroted narrative expressed by the landowner that dismisses the statutory reasoning and statutory power of the Growth Policy. The Growth Policy is a reflection of Billings' (and its citizens') desires for growth of the city and uses of land therein. The whims of the landowner to use property differently is not a consideration set forth in statute or the Growth Policy. In fact, it is the very nature of zoning restrictions to preserve the interests of the community and preclude landowners from using their property in a manner contrary to the established Growth Policy (which was adopted in 2016 and is effective for a period of 20 years). It is worth expressly stating that the landowner's desired uses and/or the troubled financial condition of the landowner do not supersede the Growth Policy, which does not contemplate the use of this land for any purpose other than parkland.

The Planning Staff further notes that "there is open space and parkland in the area that will remain even after these areas are zoned to N3." This statement – flippant and dismissive of implications of the zoning change at issues, further contradicts the previous statements that the Planning Staff used to make its case that the zoning change should be approved. Specifically, Planning Staff noted the subject property is "adjacent to predominrarly N3 zoned residential areas and the requested zoning will allow development that is compatible with the surrounding single-family neighborhoods." This completely minimizes the change to the 6 acres at issue and ignores the fact that the access to the 30+ acres of surrounding parkland is through the subject property for which a zone change is proposed. These statements are inconsistent and dismissive of the erosion of parkland in conflict with the stated goals of the Growth Policy.

With respect to specific elements of Growth Policy consistency, the Planning Staff seemingly adopts the applicant's position without a modicum of critical thought or independent inquiry.

(1) The zoning change is ***not*** consistent with the Growth Policy. The Infill and Adjacent Parcels map, West Public Preferred, West Low Density Scenario, each designate the subject property as parkland (each incorporated in Chapter 5 of the Growth Policy). At no point did the Growth Policy (or the residents of Billings) contemplate the change of zoning proposed by the applicant and recklessly endorsed by the Planning Staff;

(2) The applicant and Planning Staff note that fire and other dangers will be addressed during design of a subdivision. This is not a statement that the zoning has addressed those concerns – only that they plan to in the future. These risks can – at this point – neither be said to be consistent nor inconsistent with the Growth Policy.

(3) [reserved].

(4) The applicant notes that parkland *will* be dedicated in the subdivision process. This has not yet occurred and the applicant did not express any mention of which area, how much, access thereto. This statement cannot be interpreted as consistent with the Growth Policy.

(5) The applicant admits the impact to light and air. The Planning Staff disregards this and does not address any negative impacts.

(6) The applicant – without a traffic study or other evidence – concludes that there will be no increased traffic. The Planning Staff notes that traffic will be impacted only when the property is developed. Again, without adequately considering the impacts, the Planning Staff ignores the lack of information currently available and recommends approval regardless.

(7) The applicant and Planning Staff both note that the zoning will promote urban compatible growth, once again completely ignorning the Growth Policy and stated purposes of preserving open space, parkland, view shed, established walkways, and the growth planning scenario maps set forth in the Growth Policy.

(8) The applicant notes an *intent* to maintain access but has committed to nothing. Further, the applicant ignores the significance of the 6+ acres being redeveloped and the potential precedent for future landowners (or even this landowner) to rely on for future development and degradation of parkland. The Planning Staff simply takes the landowner at their word and does not condition the approval on any dedication of parkland, access thereto, or future potential arguments for erosion of parkland. The applicant further ignores potential (and imminent should a zoning change be permitted) lawsuits establishing prescriptive

easement rights over portions of the subject property for members of the public who have long used the subject properties for various purposes.

(9) The applicant recognizes the impact on surrounding properties but fails to base their statement that values will increase on anything more than their own belief. The Planning Staff ignores impact to surrounding properties. This needs further inquiry to determine consistency with the Growth Plan.

(10) The applicant and Planning Staff each conclude the new zoning will encourage the most appropriate land use of the property – willfully ignoring the plain language of the Growth Policy, which I urge you to consider diligently and thoughtfully.

It is specifically troubling that the Planning Staff does not take note of ***any*** objections or inconsistencies with the Growth Policy. It may have very well weighed all circumstances and concluded compliance with the Growth Policy exists. However, the lack of critical thought expressed in the report and recommendation suggests that Planning Staff has not taken a fair, objective, and/or diligent approach to its review of this zoning change.

I urge the opposition and denial of this zoning change request and Planning Staff recommendation.

Sincerely,

Tyler P. Mullowney, Esq.

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY OF BILLINGS APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT A PORTION OF AG TRACT 11-A-1 OF AMENDED TRACT 11-A OF REMAINDER OF TRACT 11 OF CERTIFICATE OF SURVEY NO. 836

WHEREAS, Yellowstone Country Club ("the Applicant") filed an application for a zone change on February 2, 2026 to amend the Official Zoning Map; and

WHEREAS, the property is legally described as: A parcel(s) of Land situated in Section 30 Township 01 North, Range 25 East, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Area 1:

Beginning at the northeast corner of Lot 17, Block 26 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #1; thence N01˚ 28' 04"E a distance of 31.53 feet; thence S88˚ 31' 56"E a distance of 496.10 feet; thence S01˚ 28' 04"W a distance of 98.86 feet; thence S36˚ 31' 40"W a distance of 98.15 feet; thence following a non-tangent curve to the left having a radius of 320.48 feet a central angle of 060˚ 01' 27" a length of 335.74 feet; thence following a non-tangent curve to the left having a radius of 240.00 feet a central angle of 041˚ 23' 58" a length of 173.41 feet back to the Point of Beginning. Said Parcel 1 contains 1.39 acres gross and net, more or less.

Area 2:

Beginning at the northwest corner of Lot 5, Block 22 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #2; thence S37˚ 45' 43"E a distance of 396.65 feet; thence S65˚ 11' 15"W a distance of 230.83 feet; thence following a non-tangent curve to the right having a radius of 1700.00 feet a central angle of 11˚ 51' 06" a length of 351.65 feet; thence N53˚ 19' 21"E a distance of 181.91 feet back to the Point of Beginning. Said Parcel 2 contains 1.70 acres gross and net, more or less.

Area 3:

Beginning at the northwest corner of Lot 14, Block 22 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #3; thence S50˚ 15' 13"W a distance of 169.77 feet; thence following a non-tangent curve to the left having a radius of 250.00 feet a central angle of 043˚ 15' 58" a length of 188.78 feet; thence N06˚ 58' 12"E a distance of 185.00 feet; thence S66˚ 26' 21"E a distance of 150.09 feet; thence S51˚ 58' 07"E a distance of 167.92 feet, back to the Point of Beginning. Said Parcel 3 contains 0.98 acres gross and net, more or less.; the property is currently zoned as P1, Parks and Open Space; and the Applicant proposes to change the zoning to N3, Suburban neighborhood residential; and

WHEREAS, a public hearing was held on March 3, 2026, before the Zoning Commission to consider the application, with all interested parties given an opportunity to be heard; the Zoning Commission has made findings of fact and recommended approval of the zone change, as reflected in the staff report dated March 3, 2026; and

WHEREAS, the City Council has reviewed the application, the staff report, the findings of the Zoning Commission, and held a public hearing on March 23, 2026, and considered public testimony; and

WHEREAS, the City Council has determined that the proposed Zone Change 1077 is consistent with the City Growth Policy, will promote public health, safety, and general welfare, and is suitable for the area.

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

1. MAP AMENDMENT APPROVAL. That the zone change application to amend the Official Zoning Map for the property legally described above is hereby APPROVED.
2. AMENDMENT. That the zoning designation for the property described as a portion Ag Tract 11-A-1 of Amended Tract 11-A of Remainder of Tract 11 of Certificate of Survey No. 836 is hereby changed from Parks and Open Space (P1) to Suburban Neighborhood Residential (N3), per Exhibit A.
3. ZONING MAP. That the Official Zoning Map of the City of Billings shall be amended to reflect this change.
4. NOTICE OF HEARING. On Monday, March 23rd at 5:30 o'clock p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard public testimony before considering adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit as provided in Section 7-11-4127, MCA
5. EFFECTIVE DATE. That this resolution shall become effective upon its final passage and adoption.

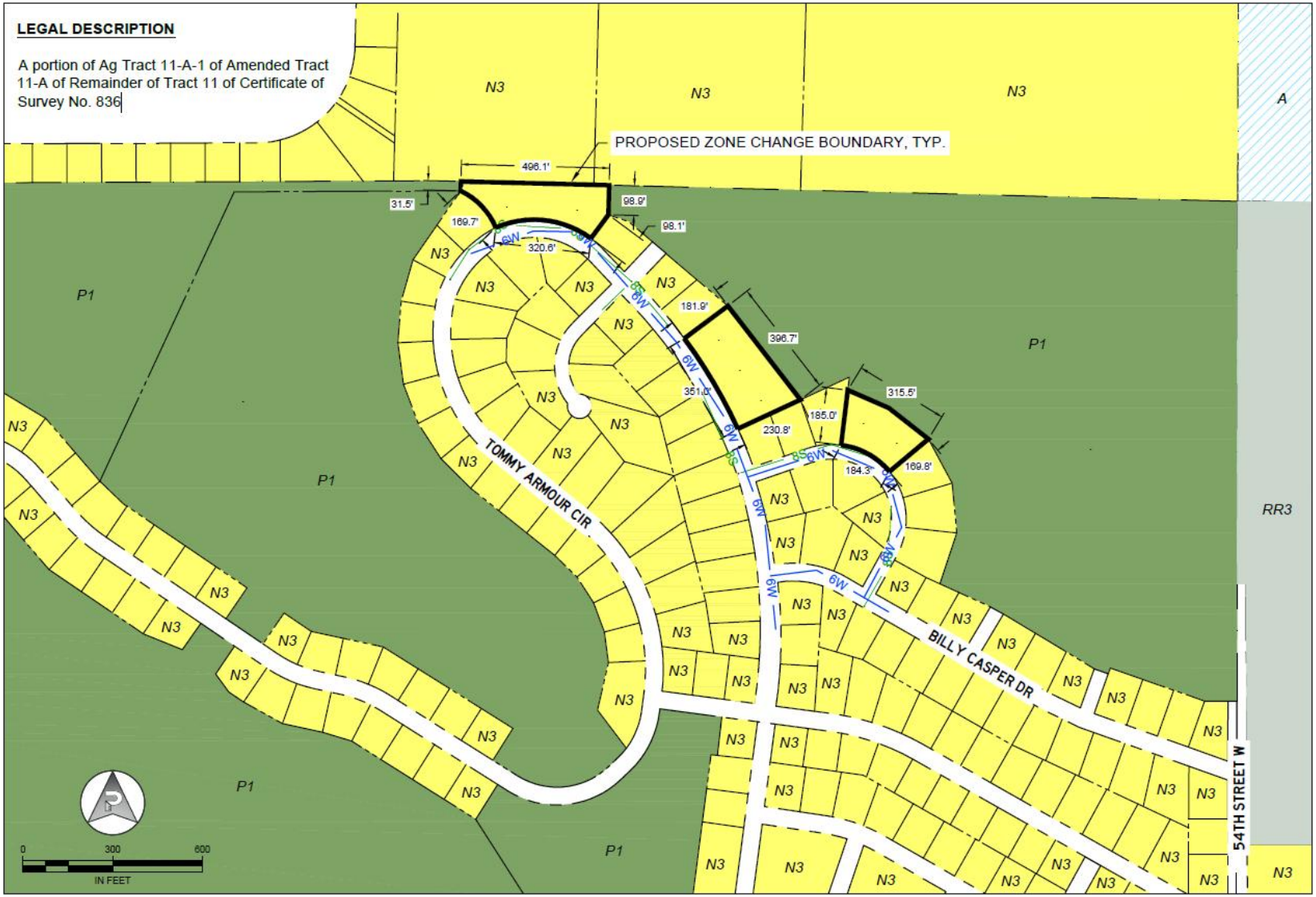
PASSED AND ADOPTED by the City Council of Billings, Montana, this 23rd day of March, 2026.

CITY OF BILLINGS

BY:_____
Mike Nelson, Mayor

Attest:
BY:_____
Denise R. Bohlman, City Clerk

EXHIBIT A


LEGAL DESCRIPTION
A portion of Ag Tract 11-A-1 of Amended Tract 11-A of Remainder of Tract 11 of Certificate of Survey No. 836
PROPOSED ZONE CHANGE BOUNDARY, TYP.
496.1'
98.9'
98.1'
31.5'
169.7'
320.6'
181.9'
396.7'
315.5'
185.0'
230.8'
184.3'
169.8'
TOMMY ARMOUR CIR
BILLY CASPER DR
54TH STREET W
N3
P1
A
RR3
0
300
600
IN FEET

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: Annexation 26-01, Ward Boundary Ordinance 1st Reading
PRESENTED BY: Hunter Kelly, Planner 1
Department: Planning & Community Services
Presentation: No
Legal Review: Yes
Project Number: PZX-26-00028

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward IV.

EXECUTIVE SUMMARY

Yellowstone Country Club is requesting the annexation and rezone a portion of land they own in the county in order to develop additional residential property within Yellowstone Club Estates Subdivision. As part of the effort to annex property into the City of Billings, the relevant Election Ward must likewise be expanded to contain the annexed property. In this case, Ward IV is being expanded.

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

Performance Engineering, on behalf of Yellowstone Country Club, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located near Tommy Armour Circle and Ben Hogan Lane. The usage of the term parcel in the below legal descriptions follows the layout of a proposed subdivision and does not constitute the creation of a lot. The land being annexed is described as: areas of land part of a larger parcel to be subdivided situated in Section 30 Township 01 North, Range 25 East, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Area 1:
Beginning at the northeast corner of Lot 17, Block 26 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #1; thence N01? 28' 04"E a distance of 31.53 feet; thence S88? 31' 56"E a distance of 496.10 feet; thence S01? 28' 04"W a distance of 98.86 feet; thence S36? 31' 40"W a distance of 98.15 feet; thence following a non-tangent curve to the left having a radius of 320.48 feet a central angle of 060? 01' 27" a length of 335.74 feet; thence following a non-tangent curve to the left having a radius of 240.00 feet a central angle of 041? 23' 58" a length of 173.41 feet back to the Point of Beginning.
Said Area 1 contains 1.39 acres gross and net, more or less.

Area 2:
Beginning at the northwest corner of Lot 5, Block 22 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #2; thence S37? 45' 43"E a distance of 396.65 feet; thence S65? 11' 15"W a distance of 230.83 feet; thence following a non-tangent curve to the right having a radius of 1700.00 feet a central angle of 11? 51' 06" a length of 351.65 feet; thence N53? 19' 21"E a distance of 181.91 feet back to the Point of Beginning.
Said Area 2 contains 1.70 acres gross and net, more or less.

Area 3:
Beginning at the northwest corner of Lot 14, Block 22 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #3; thence S50? 15' 13"W a distance of 169.77 feet; thence following a non-tangent curve to the left having a radius of 250.00 feet a central angle of 043? 15' 58" a length of 188.78 feet; thence N06? 58' 12"E a distance of 185.00 feet; thence S66? 26' 21"E a distance of 150.09 feet; thence S51? 58' 07"E a distance of 167.92 feet, back to the Point of Beginning.
Said Area 3 contains 0.98 acres gross and net, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward IV. Two readings are required for this action. The first reading and public hearing is scheduled for this meeting. Upon approval, the second reading will occur April 13, 2026.

FISCAL EFFECTS

This application has no financial impact on the Planning Division Budget.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward IV, or;
- Disapprove adding the subject property to Ward IV. Disapproval will not modify the boundary of Ward IV and will create a problem where property inside the City Limits is not within a City Ward.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD IV PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward IV the following described real property:

Areas of land part of a larger parcel to be situated in Section 30 Township 01 North, Range 25 East, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Area 1:
Beginning at the northeast corner of Lot 17, Block 26 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #1; thence N01˚ 28' 04"E a distance of 31.53 feet; thence S88˚ 31' 56"E a distance of 496.10 feet; thence S01˚ 28' 04"W a distance of 98.86 feet; thence S36˚ 31' 40"W a distance of 98.15 feet; thence following a non-tangent curve to the left having a radius of 320.48 feet a central angle of 060˚ 01' 27" a length of 335.74 feet; thence following a non-tangent curve to the left having a radius of 240.00 feet a central angle of 041˚ 23' 58" a length of 173.41 feet back to the Point of Beginning.
Said Area 1 contains 1.39 acres gross and net, more or less.

Area 2:
Beginning at the northwest corner of Lot 5, Block 22 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #2; thence S37˚ 45' 43"E a distance of 396.65 feet; thence S65˚ 11' 15"W a distance of 230.83 feet; thence following a non-tangent curve to the right having a radius of 1700.00 feet a central angle of 11˚ 51' 06" a length of 351.65 feet; thence N53˚ 19' 21"E a distance of 181.91 feet back to the Point of Beginning.
Said Area 2 contains 1.70 acres gross and net, more or less.

Area 3:
Beginning at the northwest corner of Lot 14, Block 22 of Yellowstone Club Estates, 6th Filing, said point also being Point of Beginning #3; thence S50˚ 15' 13"W a distance of 169.77 feet; thence following a non-tangent curve to the left

having a radius of 250.00 feet a central angle of 043˚ 15’ 58” a length of 188.78 feet; thence N06˚ 58’ 12”E a distance of 185.00 feet; thence S66˚ 26’ 21”E a distance of 150.09 feet; thence S51˚ 58’ 07”E a distance of 167.92 feet, back to the Point of Beginning.
Said Area 3 contains 0.98 acres gross and net, more or less.

(# 26-01) See Exhibit “A” Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 26-_____ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 23rd Day of March 2026.

PASSED by the City Council on the second reading this 13th Day of April 2026.

THE CITY OF BILLINGS:

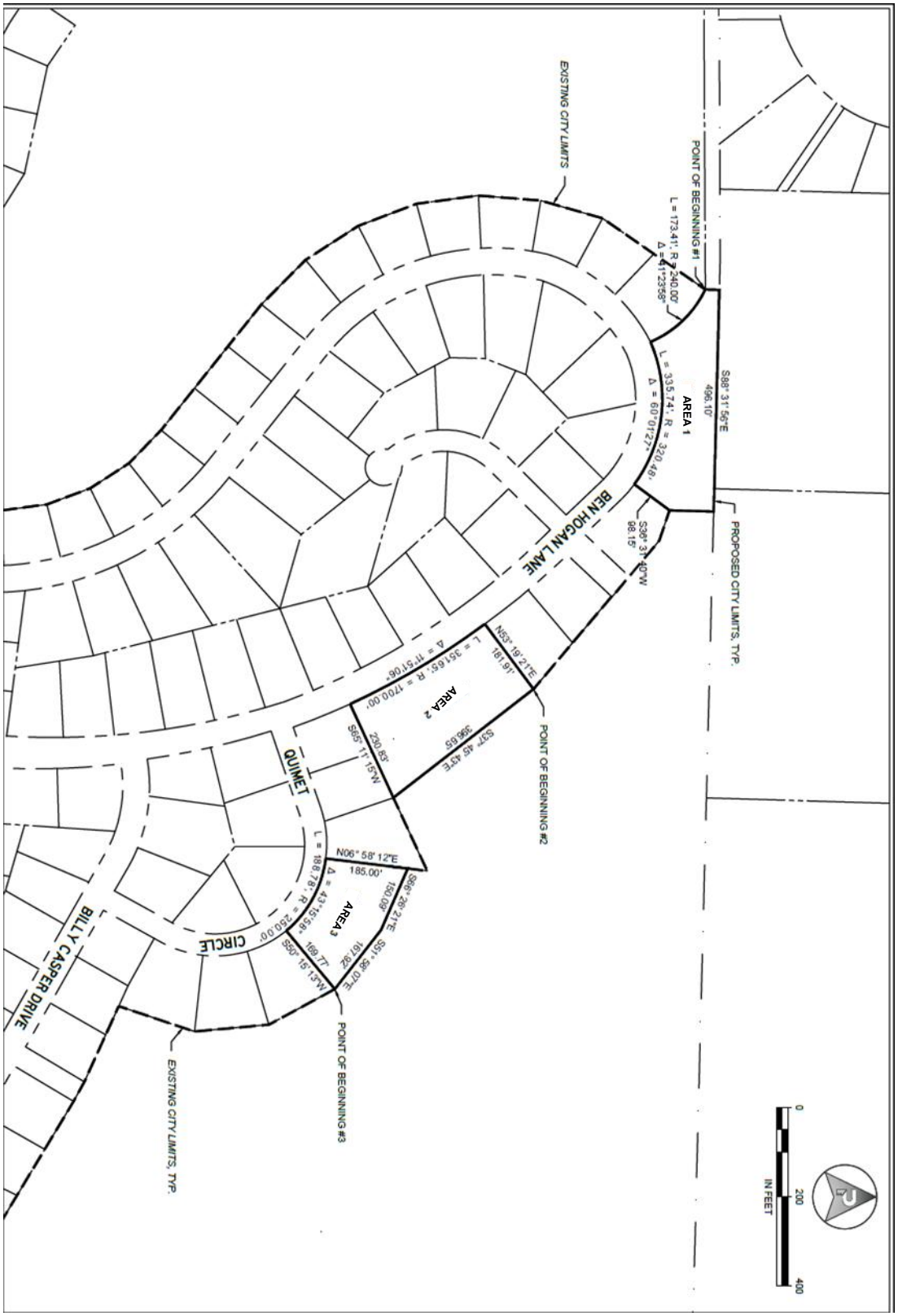
_____
Mike Nelson, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#26-01)

EXHIBIT 'A'


EXISTING CITY LIMITS
POINT OF BEGINNING #1
L = 173.41'; R = 240.00'
Δ = 41°23'58"
L = 335.74'; R = 320.49'
Δ = 60°01'27"
S88° 31' 56"E
496.10'
AREA 1
S36° 31' 40"W
98.15'
PROPOSED CITY LIMITS, TYP.
BEN HOGAN LANE
L = 351.65'; R = 1700.00'
Δ = 11°51'06"
N83° 19' 21"E
181.91'
AREA 2
S37° 45' 43"E
396.65'
S85° 11' 15"W
230.53'
POINT OF BEGINNING #2
QUIMET
CIRCLE
BILLY CASPER DRIVE
L = 188.78'; R = 260.00'
Δ = 43°15'58"
N06° 58' 12"E
185.00'
AREA 3
S66° 26' 21"E
180.09'
S51° 58' 07"E
167.92'
S05° 15' 13"W
169.77'
POINT OF BEGINNING #3
EXISTING CITY LIMITS, TYP.
0
200
400
IN FEET

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: PUBLIC HEARING AND FIRST READING ORDINANCE amending City Code - Aggressive Driving Initiative
PRESENTED BY: Rich St. John, Police Chief
Department: Police
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION
Staff recommends passage of the proposed amendments to BMCC 24-351 et al., which modernize and clarify the city's ordinance regulating motor vehicle noise, strengthen enforceability, and promote public health, safety, and neighborhood livability.

EXECUTIVE SUMMARY
The BMCC amendments to the motor vehicle noise regulations aim to clarify, modernize, and strengthen the City's ability to address excessive vehicle noise, while remaining consistent with state law and constitutional requirements.

The amendments confirm that high levels of motor vehicle noise pose a local public health, safety, and quality-of-life issue. They allow the City of Billings to enforce content-neutral time, place, and manner restrictions to control conduct that generates unnecessary or disruptive noise. The provisions explicitly add to, rather than contradict, existing Montana motor vehicle laws.

The revisions remove ambiguity and internal inconsistencies, establish a clear "plainly audible" standard, and expand coverage beyond amplified music to include other types of unreasonable vehicle noise, often encountered in enforcement.

Overall, the amendments give the public clear notice, provide consistent guidance to officers, and establish a legally defensible framework for civil enforcement that safeguards community peace while addressing lawful vehicle operations.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
Continuation of Council discussion on 12/1/2025.

FISCAL EFFECTS
None

STAKEHOLDERS
Police department, law enforcement partners, legal.

ALTERNATIVES
Council may:
Approve or
Not approve

Attachments

BMCC 24-351 et al Ordinance

ORDINANCE 26-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING SECTIONS 24-351 through 24-359

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Section 24-351 through 24-359 of the Billings, Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

DIVISION 4. - ~~PROHIBITED OPERATION OF LOUD SOUND AMPLIFICATION SYSTEMS IN MOTOR VEHICLES~~ NOISE REGULATION OF MOTOR VEHICLES

Sec. 24-351. - ~~Definitions.~~ Legislative findings and intent.

~~In this division the following terms mean:~~

~~Motor vehicle means a vehicle propelled by its own power and designed primarily to transport persons or property upon the highways of Billings. The term includes any moped, power driven bicycle, motorcycle, motor scooter, automobile, truck or other vehicle propelled by a motor of any kind. It does not include a bicycle that does not have a motor.~~

~~Plainly audible means any sound produced by a sound amplification system from within a motor vehicle, which can be clearly heard at a distance of fifty (50) feet or more. Measurement standards shall be by the auditory senses, based upon direct line of sight. Words or phrases need not be discernable and bass reverberations are included.~~

~~Sound amplification system means any device, instrument or system, whether electrical, mechanical or otherwise, for amplifying sound or for producing or reproducing sound, including but not limited to any radio, stereo, musical instrument, phonograph, tape player, compact disc player, boom box, loud speaker or sound or musical recorder or player, or other electronic device used for the amplification of noise.~~

A. The City Council finds that excessive and unnecessary noise within the community endangers the health, safety, welfare, and peace of residents and visitors, and interferes with the quiet enjoyment of property, public rest, and business activity.

B. The City Council further finds that certain vehicle operations, equipment modifications, and patterns of driving produce noise that is avoidable, unreasonable, or disruptive to the public peace, particularly in residential areas and during nighttime hours.

C. The City Council recognizes that motor-vehicle noise is already subject to state regulation under Title 61, Chapter 9, Parts 4 and 5, Montana Code Annotated, and that this chapter is intended to supplement and not conflict with those provisions by providing local standards for the prevention of unnecessary or unreasonable noise within City limits.

D. This chapter is intended to:

1. Establish time, place, and manner restrictions that are content-neutral and reasonable under the First Amendment to the United States Constitution and Article II, Section 7 of the Montana Constitution;

2. Provide clear notice to vehicle operators regarding conduct that may disturb the peace or create a public nuisance; and

3. Enable effective enforcement consistent with the City's police powers granted under § 7-1-4123, MCA.

E. It is the policy of the City that the generation of noise in a manner that unreasonably disturbs the public peace is a matter of local concern, and that this chapter be liberally construed to effectuate its remedial and protective purposes.

Sec. 24-352. - ~~Loud sound amplification systems prohibited.~~ Purpose and intent.

~~No driver or occupant of a motor vehicle on any public or private property shall operate or permit the operation of a sound amplification system from within a motor vehicle so that the sound is plainly audible at a distance of fifty (50) or more feet from the motor vehicle.~~

The purpose of this chapter is to promote the public peace, health, and welfare of the residents, public, and businesses in the City of Billings by preventing excessive and unnecessary noise from motor vehicles, while recognizing that certain noise is unavoidable.

This chapter is intended to be consistent with state law, including §§ 61-9-403, 61-9-418, and 61-9-435, Montana Code Annotated (MCA).

Sec. 24-353. - ~~Exemptions.~~ Authority.

~~(a) A system being operated to request assistance of an emergency nature or to warn of a hazardous situation;~~

~~(b) A system being operated on a vehicle of a gas, electric, communications or water utility company or governmental entity; or~~

~~(c) A system permitted by the Billings city council or the Billings police department; or~~

~~(d) An authorized emergency vehicle; or~~

~~(e) Audio alarm systems installed in vehicles.~~

This chapter is adopted under the authority granted to municipalities by § 7-1-4123, MCA, and other applicable provisions of Montana law, including § 61-12-101, MCA.

Sec. 24-354. - ~~Reserved.~~ Definitions.

A. *Motor vehicle.* Means a vehicle propelled by its own power and designed primarily to transport persons or property upon the highways of Billings. The term includes any moped, power driven bicycle, motorcycle, motor scooter, automobile, truck or other vehicle propelled by a motor of any kind. It does not include a bicycle that does not have a motor.

B. *Plainly audible.* Means any sound that can be clearly heard, including bass reverberation, by a person of ordinary hearing without the use of a sound-level meter.

C. *Unreasonable noise.*

Unreasonable noise means any sound produced by a motor vehicle that is plainly audible at a distance of fifty (50) feet or more from the vehicle, including but not limited to amplified music, exhaust noise, engine revving, or tire squealing, as determined by a law enforcement officer using unaided hearing.

Sec. 24-355. - ~~Penalties.~~ Unreasonable vehicle noise prohibited.

~~Violations of this article are designated as municipal infractions, and punishable by civil penalties as specified in section 18-1304.~~

A. It is unlawful for any person to operate, or cause to be operated, a motor vehicle that produces unreasonable noise as defined in this chapter.

B. It is unlawful to operate a motor vehicle:

1. With a muffler, exhaust, or noise-suppression device that violates §§ 61-9-403, 61-9-418, or 61-9-435, MCA; or

2. With any device, modification, or equipment designed or used to increase noise output beyond the vehicle's original manufacturer specifications, except as permitted by state law.

Sec. 24-356 Determining factors

In determining whether a vehicle is operated in a manner that produces unreasonable noise, the enforcing officer may consider, among other relevant circumstances:

A. The time of day the vehicle is operated;

B. The location of operation, including posted quiet zones, zoning classification, and proximity to dwellings, schools, hospitals, or places of assembly;

C. The presence of pedestrians, bystanders, or other vehicles in the vicinity;

D. The manner of operation, including unnecessary or rapid acceleration or deceleration, abrupt steering or turning, racing, revving the engine, or tire squealing;

E. The condition or modification of equipment, including operation with a missing, defective, or modified exhaust or muffler, or any other equipment alteration that increases noise output; and

F. Any other relevant factor that would lead a reasonable person to conclude that the noise was excessive or unnecessary under the circumstances.

Sec. 24-357 Exemptions

This chapter shall not apply to:

A. Authorized emergency vehicles operating with emergency equipment;

B. A system being operated on a vehicle of a gas, electric, communications or water utility company or governmental entity;

C. Vehicles participating in parades, authorized events, or public functions permitted by the City;

D. A system permitted by the Billings City Council or the Billings Police Department; or

E. Construction, maintenance, or agricultural equipment operating within lawful hours and in compliance with applicable law.

Sec. 24-358 Enforcement and penalty

A. An officer may issue a citation based on personal observation or other admissible evidence that the vehicle produced unreasonable noise.

B. When a law enforcement officer has probable cause to believe that a motor vehicle produced unreasonable noise in violation of this article and the operator of the vehicle cannot be identified at the time of the violation, the registered owner of the vehicle shall be presumed responsible for the violation and may be issued a citation. This presumption may be rebutted by evidence that the registered owner was not operating the vehicle at the time of the violation.

The registered owner shall not be held responsible if the owner provides credible evidence that the vehicle was stolen, leased, or otherwise lawfully operated by another person at the time of the violation.

~~B.~~ C. Violations of this article are designated as municipal infractions, and punishable by civil penalties as specified in Section 18-1304.

Sec. 24-359 Severability

If any provision of this chapter is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

Section 2. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 3. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the ____ day of March, 2026.

PASSED, ADOPTED and APPROVED on second reading this ____ day of March, 2026.

CITY OF BILLINGS

BY:_____
Mike Nelson, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular Business Meeting
Meeting Date: 03/23/2026
TITLE: Resolution Providing Direction to Staff Regarding Property Taxes and the FY2027 Budget
PRESENTED BY: Andy Zoeller, Finance Director
Department: Finance
Presentation: Yes
Legal Review: No
Project Number: n/a

RECOMMENDATION
Staff and the Budget and Finance Committee recommend the City Council approve the resolution directing staff to proceed with budget development under MCA 15-6-401(4)(a).

EXECUTIVE SUMMARY
The 2025 legislature enacted legislation to reform property taxes, introducing reduced rates for residential and commercial properties while aiming to maintain local government revenue neutrality. These changes impact the City of Billings uniquely due to its charter-imposed fixed mill levy limits (effective in 1977 with voter amendments), which prevent automatic upward adjustments unlike all other Montana cities.

State law (MCA 15-6-401) supersedes conflicting charter limits for taxing purposes. The City set its FY2026 mills via resolution 25-11286 (August 25, 2025) to achieve revenue neutrality for that year.

However, MCA 15-6-401(3) contains contradictory language applicable only to the cities of Billings & Sunburst: it requires mills to generate FY2025 revenue indefinitely but caps mills at FY2026 level. Projections show declining mill values in tax year 2026 (FY2027) due to full rate reform implementation, making compliance impossible without mill increases that the cap prohibits - causing revenue shortfalls.

MCA 15-6-401(4) provides two options for taxing entities with voted mill levy limits:
(a) Transition to a dollar-based limit, then subject to 15-10-420 inflation adjustments.
(b) Fix mills permanently at the FY2026 level needed for FY25 revenue.

City staff and Budget and Finance Committee recommend electing option (a) for greater flexibility, revenue stability, and alignment with long-standing state limits.

A proposed resolution provides direction to staff for FY2027 budget development under option (a), while preserving the Council's final election when setting FY2027 mills in August/September 2026.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
The 2025 legislature passed HB231 & SB542, which significantly transformed property taxes in Montana that uniquely affected the City of Billings.

In 1977, the voter-approved Billings charter became effective. The charter contained language limiting the number of mills that could be levied by the City Council. Over time, amendments were approved by voters to add additional mill levy limits to the Charter. In 1999, the state legislature enacted property tax limits for all local governments, which were codified in MCA 15-10-420 and also referenced in the "mandatory provisions" section, MCA 7-1-114. The limits established by the state of Montana generally allow local governments' property tax revenue to grow by 1/2 the rate of inflation year over year. In 2001, the legislature amended the "mandatory provisions" section to further clarify that "The provisions of 15-10-420 apply to self-governing local government units." (MCA 7-1-114(3)(b)), so that local governments with self-governing powers could not levy higher property taxes than what was allowed by the State of Montana.

Since that time, the City has been required to operate within the provisions of 15-10-420, and additionally, past City Councils have followed the language in the Charter that even further limited their ability to tax. There has not been a time since the law was enacted in 1999 when the limitations within the Charter were contrary to the formula limitations allowed under 15-10-420. As a result of these two limitations, the citizens of Billings approved multiple Public Safety Mill Levies over the years to expand tax revenue for the City to add services.

In 2025, the State Legislature passed legislation to address the property tax paid by residents of Montana. The legislature explicitly expressed its intention to supersede conflicting local charters (Billings & Sunburst) that set mill

levy limits, to enable rate reductions without cutting local revenues. Specifically, MCA 15-6-401(2) says: "As a matter of policy, the legislature intends to supersede local government charters that fix mill levy limits for the limited purpose of exercising the power to tax while also maintaining local government revenue sources without raising taxes on residential taxpayers. Having considered all options on a statewide basis, the legislature finds the statutory structure of the property tax has evolved significantly since the passage of Initiative Measure No. 105 on November 4, 1986, and the enactment of 15-10-420 by the legislature in 1999. Given the significant change in the structure of the property tax and the rising cost of residential property in the last 5 years, there is a compelling interest to all the citizens of the state to lower residential property tax rates for primary residences, which can only be accomplished by this section and 15-10-420."

The legislation provided further instruction on how to transition from mill levy limitations that existed because of voter approval or those with charter limitations. MCA 15-6-401(3-4) provides the transition instructions and requires that local governments' mill levy limits previously imposed be adjusted to generate the same amount of revenue in fiscal 2026 that was generated in fiscal 2025. The City Council, on August 25th, 2025, approved resolution 25-11286 setting the FY2026 mill levy consistent with this first-year transition language.

After working through the initial transition, it became clear that the language in MCA 15-6-401(3) had contradictory language for future years. Specifically, the first sentence states that "*A local government with a charter form of government that includes a mill levy limit of a specific number of mills that may be imposed in the charter shall levy the number of mills in fiscal year 2026* ***and subsequent tax years*** *that will generate the amount of property taxes assessed in fiscal year 2025, without amending or revising the charter"* (**emphasis added**). This sentence means that in future years the local government should not realize less tax revenue than that which was collected in fiscal years 2025 and/or 2026. If the taxable value of a city were to drop below the value in 2026, the number of mills levied in 2026 would need to increase in order to achieve the same revenue. However, the very next sentence requires that those mills may not be increased over the FY2026 number. *"In fiscal years after 2026, the local government may levy an amount* ***not to exceed*** *the number of mills levied in fiscal year 2026." (****emphasis added****).*

The projections from the Department of Revenue indicate that the value of a mill in Billings will decrease in tax year 2026 (fiscal year 2027) from the value in tax year 2025 (fiscal year 2026). This is because the full implementation of this bill will result in residential property values decreasing a second time. If this occurs, it will not be possible to generate the same revenue in FY2027 as was collected in FY2025 & 2026 without increasing the total mills levied. In effect, this contrary language makes it impossible to comply with MCA 15-6-401(3).

MCA 15-6-401(4), which applies to all taxing entities in Montana, does not contain this contradicting language. It provides for two options with respect to future years' taxing authority: "A taxing entity with a local mill levy limit of a specific number of mills that may be impose that was authorized by the voters before May 13, 2025, shall: a) elect to transition a voted mill levy to a dollar-based mill levy equal to the amount of property taxes assessed in fiscal year 2025 and thereafter subject to the provision of 15-10-420(1)(a); or b) levy the number of mills in fiscal year 2026 that will generate the amount of property taxes assessed in fiscal year 2025. In fiscal years after 2026, the local government may levy an amount not to exceed the number of mills levied in fiscal year 2026."

Because the City of Billings has been subject to MCA 15-10-420 since 1999, and the transition language in 15-6-401(3) cannot be complied with, the City of Billings staff and Budget and Finance Committee recommend the City Council make an election under 15-6-401(4)(a), and transition mill levy limitations subject to the provisions of 15-10-420(1)(a). City Council could elect to transition under the provisions of MCA 15-6-401(4)(b), but this will likely mean revenue reduction in Fiscal 2027, and place the City in a unique spot for any future property tax changes that the State legislature may make.

The proposed resolution will provide direction to staff on how to proceed with developing the FY27 budget. Council may make amendments when it formally adopts a budget in June and the final opportunity to change course will occur when Council sets mills for FY2027 in Aug/Sept. However, as we get closer to that point, it becomes more challenging to make changes if Council elects a different transition method, so staff is seeking direction early.

FISCAL EFFECTS

If the City Council elects to transition mill levy limitations under MCA 15-6-401(4)(a), and allow the tax revenue to grow by the 3 year average rate of inflation, the FY27 budget will be prepared assuming approximately a 3% tax revenue increase over FY26. This would mean an estimated increase of about $1.6 million.

If the City Council elects to transition mill levy limitations under MCA 15-6-401(4)(b), and cap the number of mills levied in future years at the total number that was levied in FY2026, the FY27 budget will be prepared assuming approximately a 2% decrease in tax revenue over FY26. This would be an estimated reduction of about $1.1 million.

From fiscal year 2025 to fiscal year 2026, the City of Billings experienced a 0% change in tax revenue as a result of the year 1 implementation of HB231 & SB542.

STAKEHOLDERS

ALTERNATIVES

The two alternatives that are generally available to City Council are to (a) transition to a dollar-based mill limit and be subject to MCA 15-10-420 inflation adjustments or (b) fix mills at the FY2026 level, with no increases allowed in the future. Option (a) provides more flexibility for future revenue growth (via state limits), option (b) risks reduction in revenue if values decline.

Attachments

Proposed Resolution

RESOLUTION 26-_____

A RESOLUTION PROVIDING DIRECTION TO CITY STAFF REGARDING THE TRANSITION OF MILL LEVY LIMITATIONS PURSUANT TO MCA 15-6-401(4)(a) IN RESPONSE TO 2025 LEGISLATIVE CHANGES

WHEREAS, in 1976, the citizens of Billings adopted a charter that includes limitations on the number of mills that may be levied by the City Council; and

WHEREAS, since 1999, the City has been subject to the property tax revenue growth limitations set forth in MCA 15-10-420, as applied to self-governing local government units pursuant to MCA 7-1-114(3)(b), and the City's charter limitations have not conflicted with these state provisions; and

WHEREAS, the Montana Legislature in 2025 enacted HB 231 and SB 542, which significantly reformed property tax rates and structures, including tiered rates intended to provide relief to residential taxpayers while maintaining local government revenue neutrality during the transition; and

WHEREAS, as part of these reforms, MCA 15-6-401(2) expresses legislative intent to superseded conflicting local charters for the limited purpose of exercising taxing authority while preserving local revenue sources and lowering residential property tax rates for primary residences; and

WHEREAS, MCA 15-6-401(3) provides transition instructions for charter governments with fixed mill levy limits, but contains contradictory language regarding future-year mill adjustments, which make full compliance impossible if taxable values per mill decline (as projected by the Department of Revenue for tax year 2026/fiscal year 2027 due to full implementation of the reforms); and

WHEREAS, MCA 15-6-401(4) applies to any local taxing entity with local mill levy limits authorized by voters before May 13, 2025, and offers two options: (a) transition to a dollar-based mill levy equal to the property taxes assessed in fiscal year 2025, thereafter subject to the provisions of MCA 15-10-420(1)(a); or (b) levy mills in fiscal year 2026 sufficient to generate fiscal year 2025 revenue, with mills not to exceed the fiscal year 2026 number in subsequent years; and

WHEREAS, the City Council adopted Resolution No. 25-11286 on August 25, 2025, setting the fiscal year 2026 mill levy consistent with the initial transition requirements for revenue neutrality; and

WHEREAS, Department of Revenue projections indicate a decline in the value of a mill in Billings for tax year 2026 (fiscal year 2027), such that maintaining fiscal year

2025/2026 revenue levels under a fixed mill cap (option (b)) would likely result in revenue shortfalls without increasing mills beyond the fiscal year 2026 amount; and

WHEREAS, electing option (a) under MCA 15-6-401(4) would provide greater flexibility for future revenue adjustments aligned with longstanding state limits under MCA 15-10-420, avoiding potential revenue reductions and better positioning the City for any future state property tax changes; and

WHEREAS, City staff and the Budget and Finance Committee recommend electing option (a) to guide development of the fiscal year 2027 budget, while noting that the final election occurs when the City Council adopts the resolution setting mills for fiscal year 2027, allowing for changes if circumstances warrant.

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

1. The City Council hereby directs City staff to proceed with developing the fiscal year 2027 budget and related mill levy calculations assuming an election under MCA 15-6-401(4)(a) to transition the City's charter-based mill levy limitations to a dollar-based limit equal to the amount of property taxes assessed in fiscal year 2025, thereafter subject to the provisions of MCA 15-10-420(1)(a).

2. This resolution provides early direction to staff for budgeting purposes only and does not constitute the final election under MCA 15-6-401(4). The City Council retains full authority to adopt a different transition option when setting the fiscal year 2027 mill levy, as required by law.

3. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 23rd day of March, 2025.

CITY OF BILLINGS

By: _____
Mike Nelson, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk