****ATTENTION****

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

Citizens are invited to:

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

Citizens may submit public comment via the following methods:

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

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

CITY OF Billings

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

REVISED 4.23.2026
REGULAR AGENDA ITEM 8, ATTACHMENT NO. 7 ADDED

CITY COUNCIL
REGULAR BUSINESS MEETING

AGENDA

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

APRIL 27, 2026

5:30 P.M.

CALL TO ORDER: Mayor Nelson

PLEDGE OF ALLEGIANCE: Mayor Nelson

INVOCATION: Councilmember Aspenlieder

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

MINUTES:

- March 27, 2026 - Pending
- April 13, 2026

COURTESIES:

PROCLAMATIONS:

- National Travel and Tourism Week - May 3-9, 2026
- National Day of Prayer - May 7, 2026

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 2a, 6c, 7c, and 8 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

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

A. Bid Awards:

1. **Airport Drainage Pond E Expansion Project.** (Opened 4/7/26). Recommend K2 Civil.

B. Collective Bargaining Agreement with IAFF - Local 521.

C. Contract for custodial services at Public Library with Pride of Montana, Inc.

D. Five-Year Agreement for Airport Automobile Public Parking Concession; SP Plus, LLC.

E. Purchase of UV Disinfection System replacement parts for the Water Reclamation Facility; Trojan Technologies.

F. **Recommendation of Approval** to Policy Coordinating Committee (PCC) of Amendment No. 3, 2024-2028 Transportation Improvement Program (TIP).

G. **FY2026-2027 Annual Action Plan**, recommended CDBG and HOME Budget Allocation, and First Time Home Buyer Program.

H. **Donation** to the Public Library from David and Nancy Myers for purchase of library books.

I. **Exempt Plat and Warranty Deed** for Public Right-of-Way on East Alkali Creek Road, Certificate of Survey 34, Amended Tract 9B.

J. **Preliminary Major Plat** for Trailhead Subdivision. *Quasi-Judicial

K. **Final Major Plat** for Howard Billings Industrial Subdivision. *Quasi-Judicial

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

1. March 30, 2026
2. April 6, 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 RESOLUTION** approving Amend Park Recreation Campus (ARC) Operations, Fees, and Naming Rights. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considred written and spoken public testimony, I move to approve a resolution for ARC Operations, Fees, and Naming Rights, as recommended by staff.

a. **MEMORANDUM OF UNDERSTANDING (MOU)** between the City and Tourism Business Improvement District (TBID). Staff recommends approval.

Recommended Motion: I move to approve an MOU between the City and TBID, as recommended by staff.

3. **PUBLIC HEARING AND APPROVAL** of a Purchase and Sell Agreement for the Babcock Theater with Art House Management, LLC. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the Purchase and Sell Agreement for the Babcock Theater with Art House Management, LLC, as recommended by staff.

4. **PUBLIC HEARING AND RESOLUTION OF INTENT** to proceed with public notice and hearing process required for the potential disposal of property located at 802 Yellowstone Avenue. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution of Intent allowing staff to proceed with public notice and the hearing process required for the potential disposal of 802 Yellowstone Avenue, as recommended by staff.

5. **JOINT PUBLIC HEARING FOR ANNEXATION 26-02 AND ZONE CHANGE 1079 - LONG SUBDIVISION**

a. **RESOLUTION APPROVING ANNEXATION 26-02:** a parcel of land generally located west of Shiloh Road and north of Hesper Road. 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 26-02, as recommended by staff.

b. **RESOLUTION FOR ZONE CHANGE 1079:** a parcel of land generally located west of Shiloh Road and north of Hesper Road. 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 1079 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward 5 to include recently annexed property in Annexation 26-02: a parcel of land generally located west of Shiloh Road and north of Hesper Road. 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 5, as recommended by staff.

6. **JOINT PUBLIC HEARING FOR ANNEXATION 26-03 AND ZONE CHANGE 1078 - BARBER FARM SUBDIVISION**

a. **RESOLUTION APPROVING ANNEXATION 26-03:** a parcel of land generally located north of Central Avenue, south of Broadwater Avenue, and west of 44th Street West. 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 26-03, as recommended by staff.

b. **RESOLUTION FOR ZONE CHANGE 1078:** a parcel of land generally located north of Central Avenue, south of Broadwater Avenue, and west of 44th Street West. 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 1078 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

c. **ANNEXATION AGREEMENT** with Donna Barber-Schneider, Diana Browne, and Karin Barber. Staff recommends approval.

Recommended Motion: I move to approve an Annexation Agreement with Donna Barber-Schneider, Diana Browne, and Karin Barber, as recommended by staff.

d. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward 5 to include recently annexed property in Annexation 26-03: a parcel of land generally located north of Central Avenue, south of Broadwater Avenue, and west of 44th Street West. 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 5, as recommended by staff.

7. **JOINT PUBLIC HEARING FOR ANNEXATION 26-04 AND ZONE CHANGE 1080 - LARSON PROPERTIES, LLC**

a. **RESOLUTION APPROVING ANNEXATION 26-04:** a parcel of land generally located west of the roundabout of Shiloh Road and Zoo Drive. 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 26-04, as recommended by staff.

b. **RESOLUTION FOR ZONE CHANGE 1080:** a parcel of land generally located west of the roundabout of Shiloh Road and Zoo Drive. 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 1080 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

c. **ANNEXATION AGREEMENT** with Larson Family Properties, LLC. Staff recommends approval.

Recommended Motion: I move to approve an Annexation Agreement with Larson Family Properties, LLC, as recommended by staff.

d. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward 5 to include recently annexed property in Annexation 26-04: a parcel generally located west of the roundabout of Shiloh Road and Zoo Drive. 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 5, as recommended by staff.

8. **TAX INCREMENT FINANCING ASSISTANCE** from the East Billings Urban Renewal District (EBURD) to Skyview Residences, LLLP and NeighborWorks Montana to build the Skyview Apartment Complex, up to a maximum reimbursement of $1,000,000, as recommended by the East Billings Urban Renewal District Advisory Committee.

Recommended Motion: I move to conditionally approve tax increment financing assistance from the EBURD tax increment finance district funds to Skyview Residences, LLLP and NeighborWorks Montana to build the Skyview Apartment Complex, up to a maximum reimbursement of $1,000,000, as recommended by the East Billings Urban Renewal District Advisory 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 at the cart located at the back of the Council chambers or at the podium.)*

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

~ ~ ~

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Airport Pond E Bid Award
PRESENTED BY: Paul Khera
Department: Airport
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION
Staff recommends that the City Council approve and award the low bid of $442,350 provided by K2 Civil for the Billings Airport Pond E drainage construction project.

EXECUTIVE SUMMARY
The airport is adding infrastructure and pavement, which increases the need for storm water runoff. Pond E is designed to hold storm water and allow it to drain at measurable rates to avoid property damage. This project will increase the storm water holding capacity of Pond E, which is necessary due to increased airport infrastructure improvements. The project has been designed, the environmental conditions met, and obstruction data has been approved by the FAA. The project will be financed at 89.5% through the FAA's Airport Improvement Program (AIP) discretionary funding with the remaining being paid by airport funds.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
The Pond E Expansion Project is included in the Airport's Capital Improvement Plan (CIP). The airport maintains a Storm Water Drain Master Plan, which requires the holding of certain volumes of storm water retention to allow it to release back to nature at measurable rates. Doing so prevents property damage to the airport, other City infrastructure, and damage to other property owners. Standing water is also cited as a wildlife attractant as documented in FAA Advisory Circular (AC) 150/5200-33C, Hazardous Wildlife Attractants on or near Airports. Wildlife strikes to aircraft present a serious safety and property damage risk. This project will be designed in compliance with AC 150/5320-5D, Airport Drainage Design.

The project was advertised in the Yellowstone County News on March 20, 27, April 3, and posted on the City and Airport's websites. On April 7, 2026, the following bids were received:

Name of Bidder	K2 Civil	Donnes, Inc.	Knife River -- Billings	Site Pro Construction	EMX	Askin Construction, LLC	Holden Excavation	Hample Excavation	Engineer's Estimate
Proposed Price	**$442,350.00**	**$474,756.00**	**$477,047.00**	**480,854.00**	**502,000.00**	**585,977.50**	**608,938.00**	**990,686.05**	$875,619.00

K2 Civil was the lowest bidder by just under 7%. K2 has been checked and there is no record of debarment on the Excluded Parties List System (SAM site). The contractor also acknowledged that the project will meet 100% Buy American requirements.

FISCAL EFFECTS
This project had an engineer's estimate of $865,619 and the low bid was for $442,350. Because 5.5% of the land in the drainage is not eligible for FAA AIP grants, the FAA grant will pay for 89.5% of the costs with the 10.5% match paid using the budgeted Airport Capital Account. The FAA's AIP discretionary grant funding will be $395,903.25 and the local match will be $46,446.75.
Because the project is funded with discretionary funds, work cannot begin until the FAA provides notice of funding availability.

STAKEHOLDERS

ALTERNATIVES
City Council may:

- Approve the award for the Drainage Pond E Expansion Project to K2 Civil for $442,350; or,
- Decline to approve the award, reject all bids, and provide further direction.

Attachments

Engineering Plans
Pond E Drainage Area
Compliance
Tentative Bid Award
Bid comparisons

100% CD DRAWINGS FOR

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT
BILLINGS LOGAN INTERNATIONAL AIRPORT

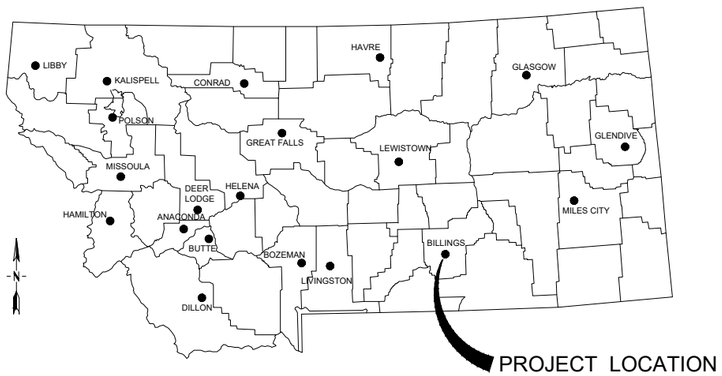
AIP 3-30-0008-092-2026
POND "E" EXPANSION
MARCH 2026

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
MARCH 2026

SET NO. _____

MMI PROJECT NO. 2447.150.26

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 LIGHT CAN W/BLIND FLANGE
- 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 ABANDONED BURIED POWER (AB 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 CELLULAR CONFINEMENT
- NEW OUTLET STRUCTURE
- NEW SEDIMENT CONTROL FENCE

INDEX OF SHEETS

SHEET NUMBER	DRAWING NUMBER	SHEET TITLE
1		COVER SHEET
2	G-1	GENERAL LEGEND AND INDEX OF SHEETS
3	CP-1	CONSTRUCTION SAFETY AND PHASING PLAN
4	CP-2	CONSTRUCTION SAFETY AND PHASING PLAN
5	C-1	POND E GRADING PLAN
6	C-2	CHANNEL DITCH PLAN AND PROFILE
7	C-3	POND E OUTFALL PLAN
8	C-3	BORE HOLE LOCATION PLAN
9	C-4	BORE LOGS
10	D-1	DETAILS
11	D-2	CHANNEL TYPICAL SECTIONS

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MARCH 2026

VERIFY SCALE AND COLOR!
THIS SHEET MAY BE REDUCED AND IS INTENDED TO BE IN COLOR. THE BAR BELOW WILL MEASURE ONE INCH AT ORIGINAL DESIGN SCALE AND RED, GREEN, AND BLUE WILL BE VISIBLE IF REPRODUCED CORRECTLY.
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REVISIONS

NO.	DESCRIPTION	BY	DATE

PLOTTED BY:KENT KUEHN ON Mar/18/2026

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists
315 North 25th Street, Suite 102, Billings, MT 59101
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MONTANA
HEATHER E. MOSSER
10180
LICENSED PROFESSIONAL ENGINEER

DRAWN BY: KDK
DSGN. BY: DCM
APPR. BY: HEM
DATE: 03/2026
Q.C. REVIEW BY: CBK
DATE: 03/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
POND "E" EXPANSION
AIP 3-30-0008-092-2026
BILLINGS MONTANA

GENERAL LEGEND AND INDEX OF SHEETS

PROJECT NUMBER 2447.150.26
SHEET NUMBER 2
DRAWING NUMBER G-1

P:\2447-BIL\150.26 - POND E\ACAD\SHEETS\GENERAL LEGEND.DWG

PROJECT SCOPE OF WORK

1. POND "E" EXPANSION

LEGEND

- WORK AREA
- HAUL ROUTE
- TRAFFIC CONTROL CANDLE BY CONTRACTOR
- (12) GATE NUMBER

1. POND "E" EXPANSION

GATE 4 ACCESS TO WORK AREA OUTSIDE OF SECURITY FENCE

STAGING AREA

STAGING AREA

EMPLOYEE PARKING
GATE 34 ACCESS GATE GUARD

UNCLASSIFIED EXCAVATION STOCKPILE AREA. EXACT AREA TO BE FIELD LOCATED BY OWNER AND ENGINEER

T/W "A"

T/W "A" WEST

T/W "B"

T/W "C"

T/W "D"

T/W "E"

T/W "F"

T/W "G"

T/W "H"

T/W "J"

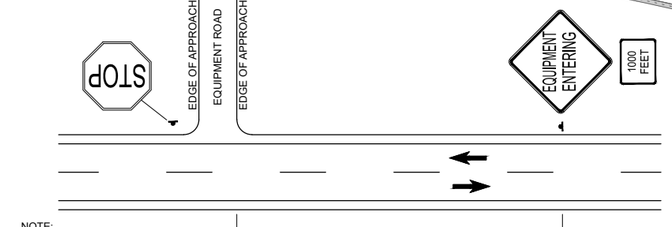
T/W "K"

T/W "P"

T/W "T"

HIGHWAY 3

HIGHWAY 3A



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

1 - TYPICAL ACCESS SIGNING DETAIL
NOT TO SCALE

400 200 0 400 800
SCALE IN FEET

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MARCH 2026

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AIP 3-30-0008-092-2026
BILLINGS MONTANA

CONSTRUCTION SAFETY AND PHASING PLAN

PROJECT NUMBER 2447.150.26
SHEET NUMBER 3
DRAWING NUMBER CP-1

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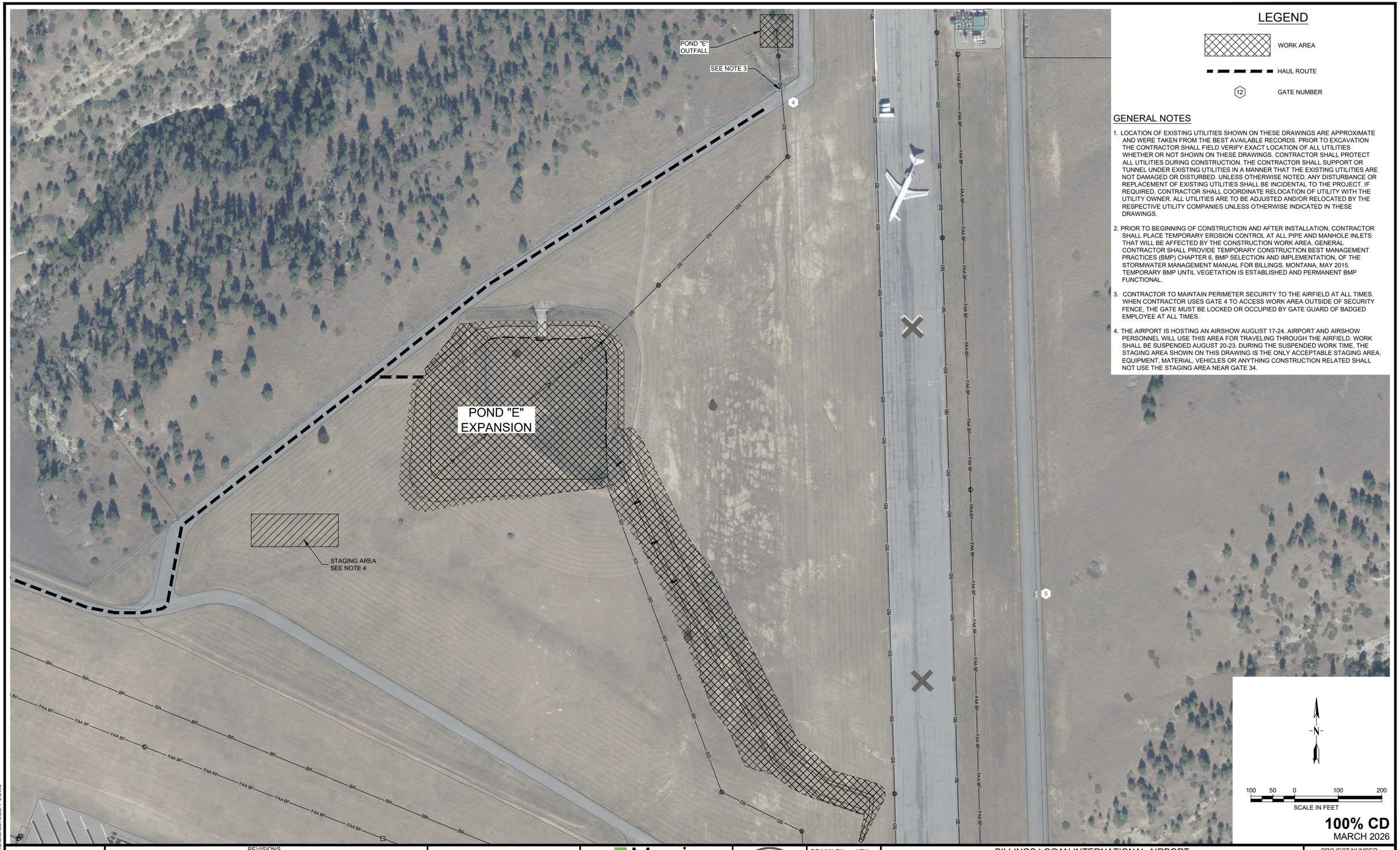

LEGEND

- WORK AREA
- HAUL ROUTE
- 12 GATE NUMBER

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. WHEN CONTRACTOR USES GATE 4 TO ACCESS WORK AREA OUTSIDE OF SECURITY FENCE, THE GATE MUST BE LOCKED OR OCCUPIED BY GATE GUARD OF BADGED EMPLOYEE AT ALL TIMES.
4. THE AIRPORT IS HOSTING AN AIRSHOW AUGUST 17-24. AIRPORT AND AIRSHOW PERSONNEL WILL USE THIS AREA FOR TRAVELING THROUGH THE AIRFIELD. WORK SHALL BE SUSPENDED AUGUST 20-23. DURING THE SUSPENDED WORK TIME, THE STAGING AREA SHOWN ON THIS DRAWING IS THE ONLY ACCEPTABLE STAGING AREA. EQUIPMENT, MATERIAL, VEHICLES OR ANYTHING CONSTRUCTION RELATED SHALL NOT USE THE STAGING AREA NEAR GATE 34.

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MARCH 2026

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BILLINGS MONTANA

CONSTRUCTION SAFETY AND PHASING PLAN

PROJECT NUMBER 2447.150.26
SHEET NUMBER 4
DRAWING NUMBER CP-2

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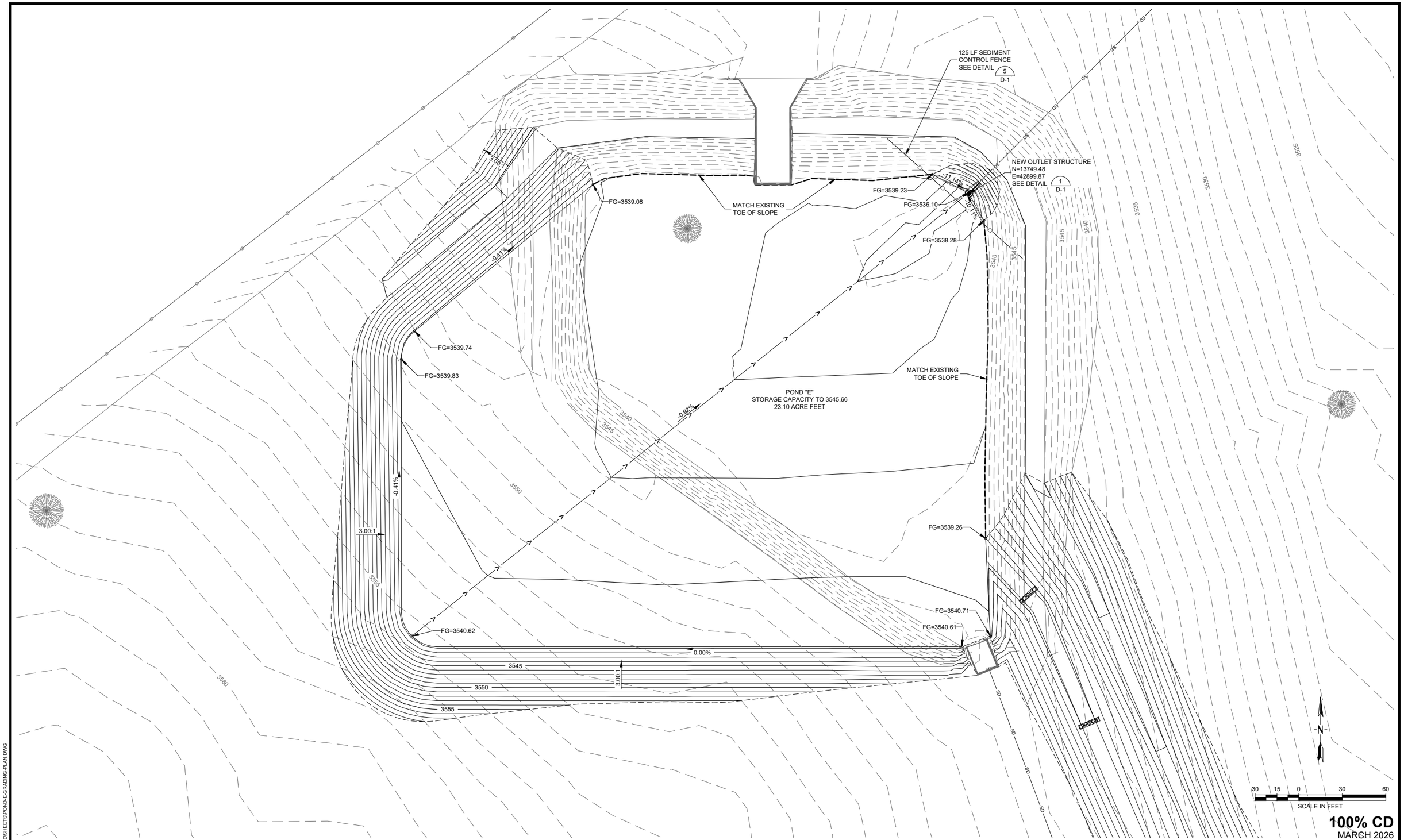

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MARCH 2026

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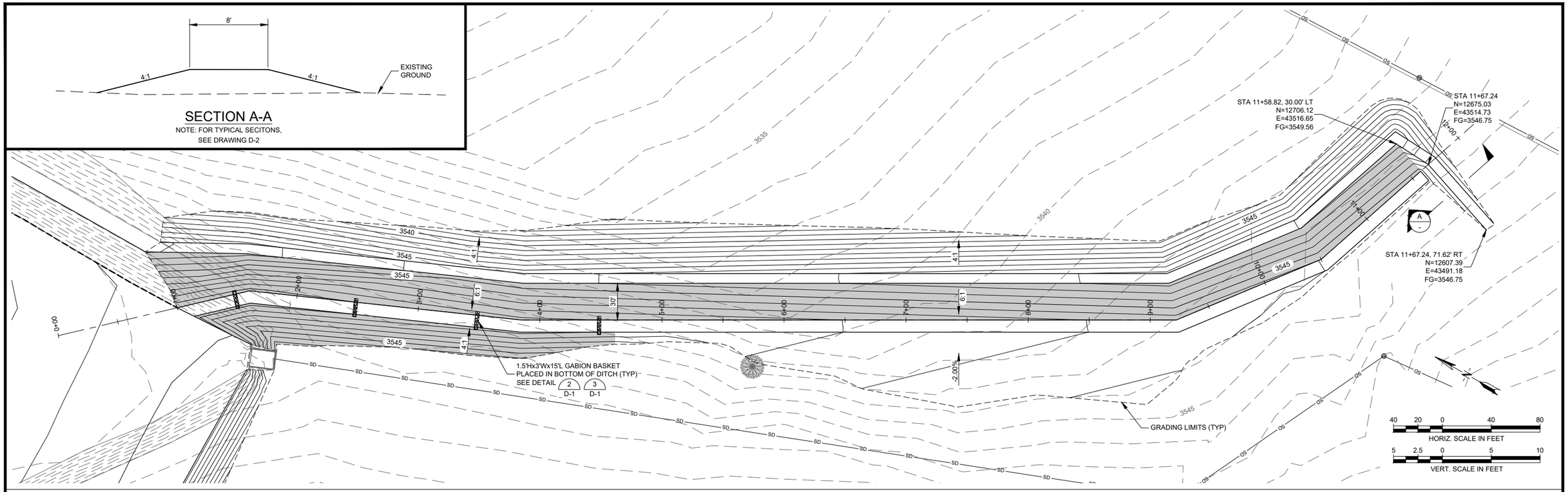
MONTANA
HEATHER E. MOSSER
16180
LICENSED PROFESSIONAL ENGINEER

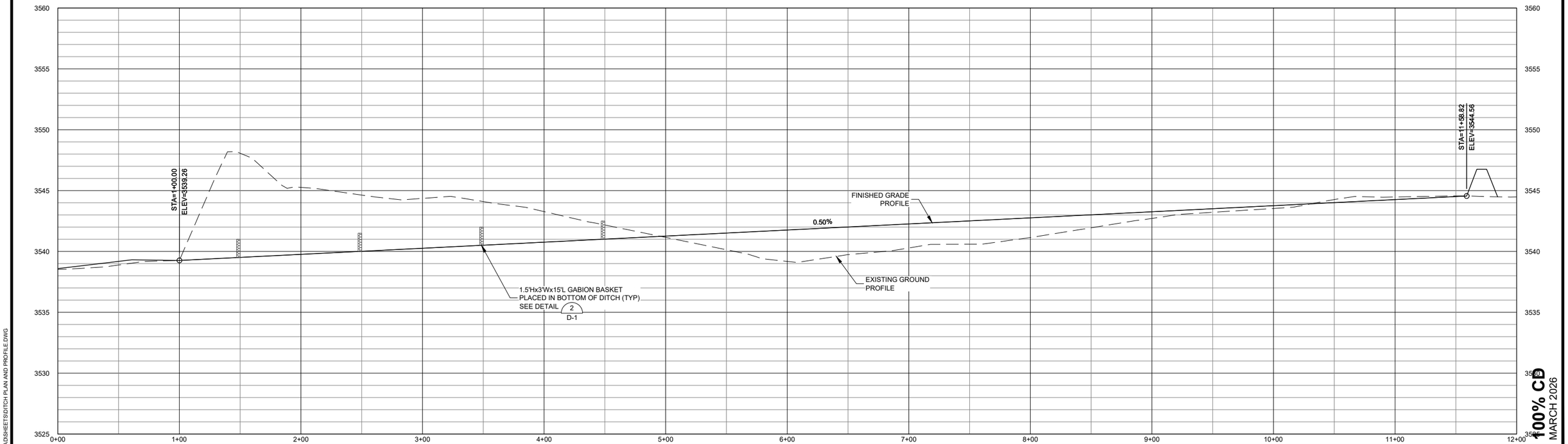
DRAWN BY: KDK
DSGN. BY: DCM
APPR. BY: HEM
DATE: 03/2026
Q.C. REVIEW BY: CBK
DATE: 03/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
POND "E" EXPANSION
AIP 3-30-0008-092-2026
BILLINGS MONTANA

POND E GRADING PLAN

PROJECT NUMBER 2447.150.26
SHEET NUMBER 5
DRAWING NUMBER C-1





100% CD
MARCH 2026

P:\2447-BIL\150.26 - POND E\ACAD\SHEETS\DITCH PLAN AND PROFILE.DWG

VERIFY SCALE!

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MODIFY SCALE ACCORDINGLY!

PLOTTED BY:KENT KUEHN ON Mar/18/2026

REVISIONS

NO.	DESCRIPTION	BY	DATE

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MONTANA
BATHER E. MOSSER
16788 PE
LICENSED
PROFESSIONAL ENGINEER

DRAWN BY: KDK
DSGN. BY: DCM
APPR. BY: HEM
DATE: 03/2026
Q.C. REVIEW BY: CBK
DATE: 03/2026

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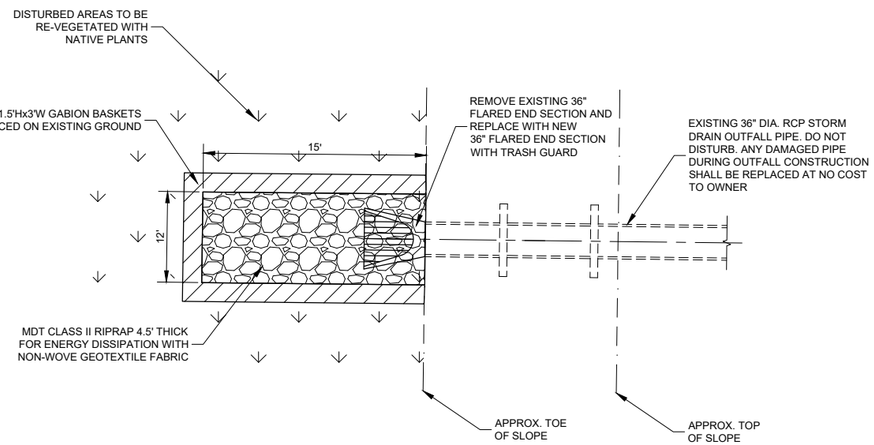
POND "E" EXPANSION
AIP 3-30-0008-092-2026

BILLINGS MONTANA

CHANNEL DITCH PLAN AND PROFILE

PROJECT NUMBER 2447.150.26
SHEET NUMBER 6
DRAWING NUMBER C-2



1 - STORM DRAIN OUTFALL DETAIL

NOT TO SCALE

20 10 0 20 40

SCALE IN FEET

100% CD

MARCH 2026

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MONTANA
HEATHER E. MOSSER
16180
LICENSED PROFESSIONAL ENGINEER

DRAWN BY: KDK
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APPR. BY: HEM
DATE: 03/2026
Q.C. REVIEW BY: CBK
DATE: 03/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
POND "E" EXPANSION
AIP 3-30-0008-092-2026
BILLINGS MONTANA

POND E OUTFALL PLAN

PROJECT NUMBER 2447.150.26
SHEET NUMBER 7
DRAWING NUMBER C-3



100% CD
MARCH 2026

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HEATHER E. MOSSER 16186 LICENSED PROFESSIONAL ENGINEER MONTANA

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DATE: 03/2026
Q.C. REVIEW BY: CBK
DATE: 03/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
POND "E" EXPANSION
AIP 3-30-0008-092-2026
BILLINGS MONTANA

BORE HOLE LOCATION PLAN

PROJECT NUMBER 2447.150.26
SHEET NUMBER 8
DRAWING NUMBER C-3

P:\2447-BIL\150.26 - POND E\ACAD\SHEETS\GEOTECH PLAN.DWG

KEY TO SYMBOLS

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle **PROJECT NAME** BLIA Pond E
PROJECT NUMBER G25184 **PROJECT LOCATION** Billings, MT

LITHOLOGIC SYMBOLS
(Unified Soil Classification System)

- CL-ML: USCS Low Plasticity Silty Clay
- SANDSTONE: Sandstone
- SM: USCS Silty Sand
- TOPSOIL: Topsoil

SAMPLER SYMBOLS

- Standard Penetration Test

WELL CONSTRUCTION SYMBOLS

ABBREVIATIONS

LL - LIQUID LIMIT (%)
PI - PLASTIC INDEX (%)
W - MOISTURE CONTENT (%)
DD - DRY DENSITY (PCF)
NP - NON PLASTIC
-200 - PERCENT PASSING NO. 200 SIEVE
PP - POCKET PENETROMETER (TSF)
TV - TORVANE
PID - PHOTOIONIZATION DETECTOR
UC - UNCONFINED COMPRESSION
ppm - PARTS PER MILLION
Water Level at Time Drilling, or as Shown
Water Level at End of Drilling, or as Shown
Water Level After 24 Hours, or as Shown

BORING NUMBER B-1

PAGE 1 OF 1

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle **PROJECT NAME** BLIA Pond E
PROJECT NUMBER G25184 **PROJECT LOCATION** Billings, MT
DATE STARTED 11/24/25 **COMPLETED** 11/24/25 **GROUND ELEVATION** 3548.6 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc. **GROUND WATER LEVELS:**
DRILLING METHOD Solid Stem Auger **AT TIME OF DRILLING** ---
LOGGED BY G.J. **CHECKED BY** M.G. **AT END OF DRILLING** ---
NOTES **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(CL-ML) SANDY SILTY CLAY Yellowish brown, stiff, low plasticity, fine sand.	SPT	100	9-8-6 (14)			2	24	17	7	55
5		(SM) SILTY SAND Yellowish brown, medium dense, fine sand.	SPT	100	14-20-27 (47)			6				
		SANDSTONE Yellowish brown, weathered, cemented, fine grained to very fine grained sand.	SPT	100	50/4"			7				

Bottom of borehole at 8.8 feet.

BORING NUMBER B-2

PAGE 1 OF 1

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle **PROJECT NAME** BLIA Pond E
PROJECT NUMBER G25184 **PROJECT LOCATION** Billings, MT
DATE STARTED 11/24/25 **COMPLETED** 11/24/25 **GROUND ELEVATION** 3559.28 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc. **GROUND WATER LEVELS:**
DRILLING METHOD Solid Stem Auger **AT TIME OF DRILLING** ---
LOGGED BY G.J. **CHECKED BY** M.G. **AT END OF DRILLING** ---
NOTES **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(SM) SILTY SAND Yellowish brown, medium dense, fine sand.	SPT	100	4-6-9 (15)			4	NP	NP	NP	28
5			SPT	100	6-12-13 (25)			6				
		SANDSTONE Yellowish brown, weathered, cemented, fine grained to very fine grained sand.	SPT	100	50/4"			6				

Bottom of borehole at 9.8 feet.

BORING NUMBER B-3

PAGE 1 OF 1

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle **PROJECT NAME** BLIA Pond E
PROJECT NUMBER G25184 **PROJECT LOCATION** Billings, MT
DATE STARTED 11/24/25 **COMPLETED** 11/24/25 **GROUND ELEVATION** 3550.82 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc. **GROUND WATER LEVELS:**
DRILLING METHOD Solid Stem Auger **AT TIME OF DRILLING** ---
LOGGED BY G.J. **CHECKED BY** M.G. **AT END OF DRILLING** ---
NOTES **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(SM) SILTY SAND Yellowish brown, medium dense, fine sand, some sandstone fragments.										
		SANDSTONE Yellowish brown, weathered, cemented, fine grained to very fine grained sand.	SPT	100	12-30-40 (70)			6	NP	NP	NP	25
5			SPT	100	38-50/3"			9				

Bottom of borehole at 5.3 feet.

BORING NUMBER B-4

PAGE 1 OF 1

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle **PROJECT NAME** BLIA Pond E
PROJECT NUMBER G25184 **PROJECT LOCATION** Billings, MT
DATE STARTED 11/24/25 **COMPLETED** 11/24/25 **GROUND ELEVATION** 3528.72 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc. **GROUND WATER LEVELS:**
DRILLING METHOD Solid Stem Auger **AT TIME OF DRILLING** ---
LOGGED BY G.J. **CHECKED BY** M.G. **AT END OF DRILLING** ---
NOTES **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		SANDSTONE Yellowish brown, weathered, cemented, fine grained to very fine grained sand.	SPT	100	50/1"			5				

Bottom of borehole at 1.1 feet.

BORING NUMBER B-5

PAGE 1 OF 1

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle **PROJECT NAME** BLIA Pond E
PROJECT NUMBER G25184 **PROJECT LOCATION** Billings, MT
DATE STARTED 11/24/25 **COMPLETED** 11/24/25 **GROUND ELEVATION** 3537.85 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc. **GROUND WATER LEVELS:**
DRILLING METHOD Solid Stem Auger **AT TIME OF DRILLING** ---
LOGGED BY G.J. **CHECKED BY** M.G. **AT END OF DRILLING** ---
NOTES **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(SM) SILTY SAND Yellowish brown, medium dense, fine sand.										
		SANDSTONE Yellowish brown, weathered, cemented, fine grained to very fine grained sand.	SPT	100	50/2"			10				

Bottom of borehole at 2.7 feet.

100% CD
MARCH 2026

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NO.	DESCRIPTION	BY	DATE

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WALTER E. MOSSER 19580 LICENSED PROFESSIONAL ENGINEER MONTANA

DRAWN BY: KDK
DSGN. BY: DCM
APPR. BY: HEM
DATE: 03/2026
Q.C. REVIEW BY: CBK
DATE: 03/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
POND "E" EXPANSION
AIP 3-30-0008-092-2026
BILLINGS MONTANA

BORE LOGS

PROJECT NUMBER 2447.150.26
SHEET NUMBER 9
DRAWING NUMBER C-4

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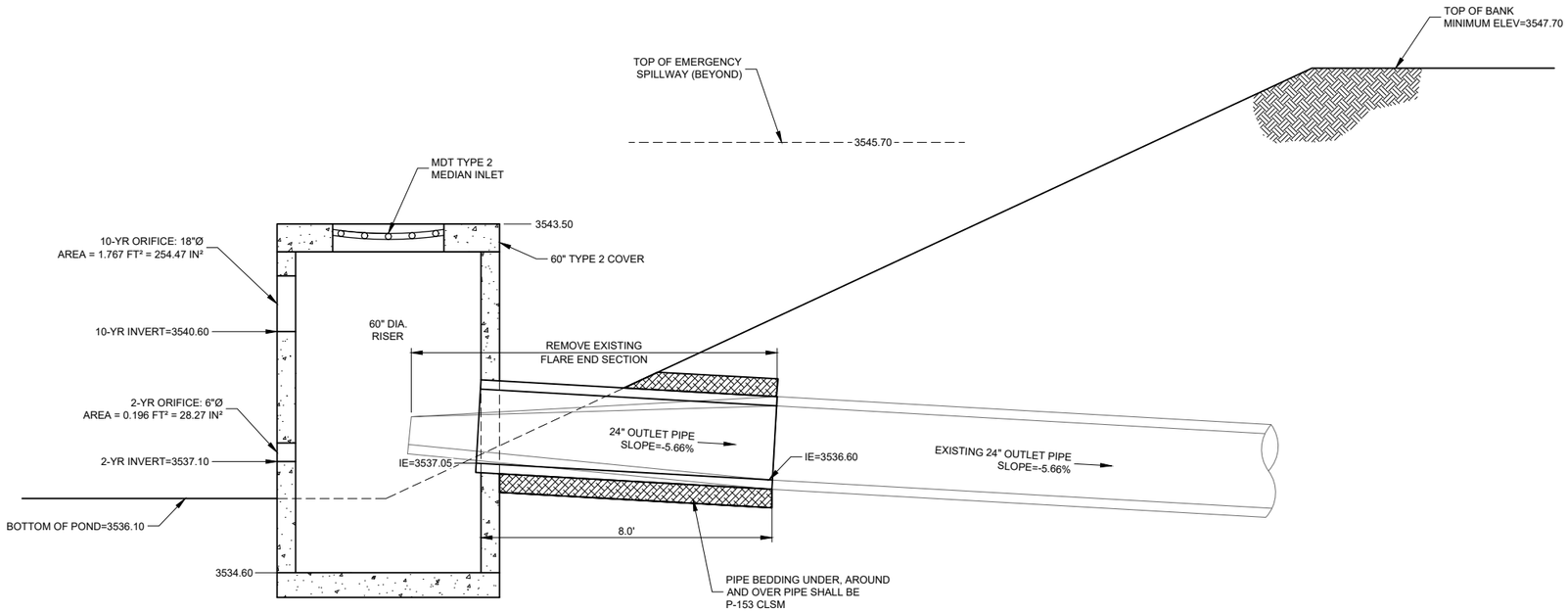
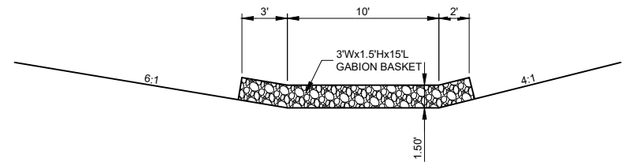
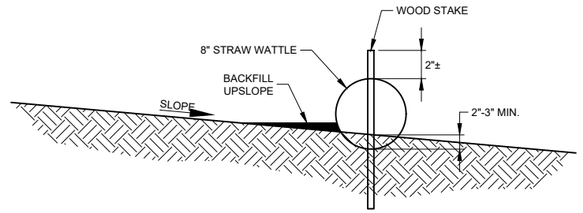


1 C-1 OUTLET STRUCTURE DETAIL
SCALE: 1" = 2'

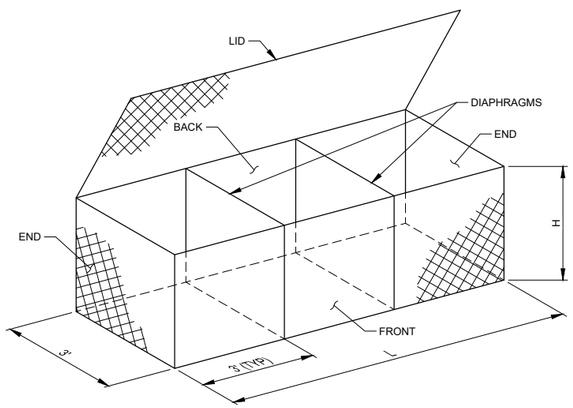


3 C-2 GABION BASKET TYPICAIL SECTION
NOT TO SCALE



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.

4 C-1 STRAW WATTLE DETAIL
NOT TO SCALE



2 C-2 GABION BASKET DETAIL
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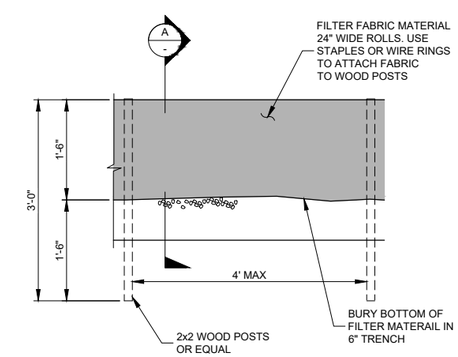

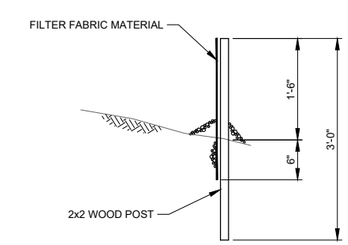

SECTION A-A

NOTE: WIRE FABRIC REQUIRED FOR AREAS OF HEAVIER FLOWS OR AS DIRECTED BY ENGINEER.

5 C-1 SEDIMENT CONTROL FENCE DETAIL
NOT TO SCALE

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MARCH 2026

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MONTANA
BATHER E. MOSSER
15187 PE
LICENSED
PROFESSIONAL ENGINEER

DRAWN BY: KDK
DSGN. BY: DCM
APPR. BY: HEM
DATE: 03/2026
Q.C. REVIEW BY: CBK
DATE: 03/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
POND "E" EXPANSION
AIP 3-30-0008-092-2026
BILLINGS MONTANA

DETAILS

PROJECT NUMBER 2447.150.26
SHEET NUMBER 10
DRAWING NUMBER D-1

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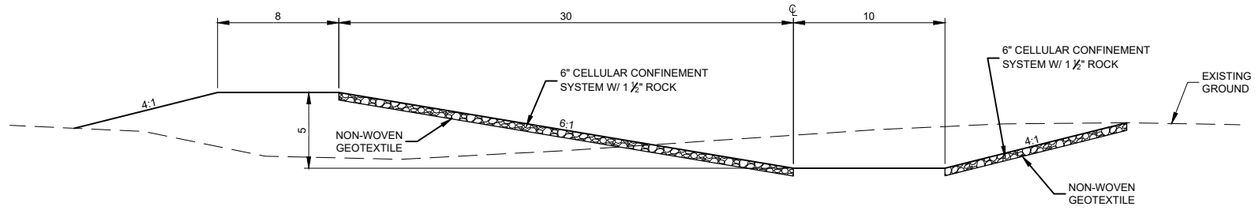
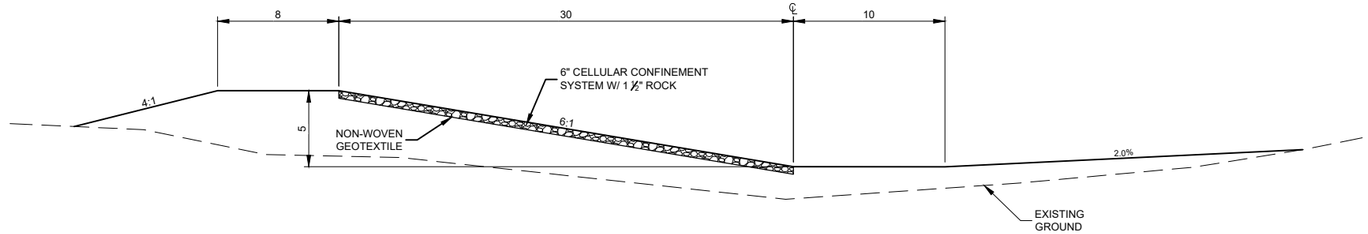


TYPICAL CHANNEL SECTION NO. 1

STA 1+12.00 TO STA 4+61.36
STA 4+61.36 TO STA 5+55.74 TRANSITION TO TYPICAL SECTION NO. 2
STA 10+57.13 TO STA 11+58.82



TYPICAL CHANNEL SECTION NO. 2

STA 5+55.74 TO STA 9+33.26
STA 9+33.26TO STA 10+57.13 TRANSITION TO TYPICAL SECTION NO. 1

GENERAL NOTES

1. OWNER WILL PROVIDE 2,091.5 SQ. YDS. OF PRESTO GEOWEB CELLULAR CONFINEMENT MATERIAL. OWNER PROVIDED CELLULAR CONFINEMENT MATERIAL COMES IN 10 CELL x 29 CELL SHEETS AND COMES WITH STAKES AND CLIPS FOR INSTALLATION. NON-WOVEN GEOTEXTILE WILL NOT BE OWNER PROVIDED.

100% CD
MARCH 2026

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HEATHER E. MOSSER
16178
LICENSED
PROFESSIONAL ENGINEER

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DSGN. BY: DCM
APPR. BY: HEM
DATE: 03/2026
Q.C. REVIEW BY: CBK
DATE: 03/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
POND "E" EXPANSION
AIP 3-30-0008-092-2026
BILLINGS MONTANA

CHANNEL TYPICAL SECTIONS

PROJECT NUMBER 2447.150.26
SHEET NUMBER 11
DRAWING NUMBER D-2

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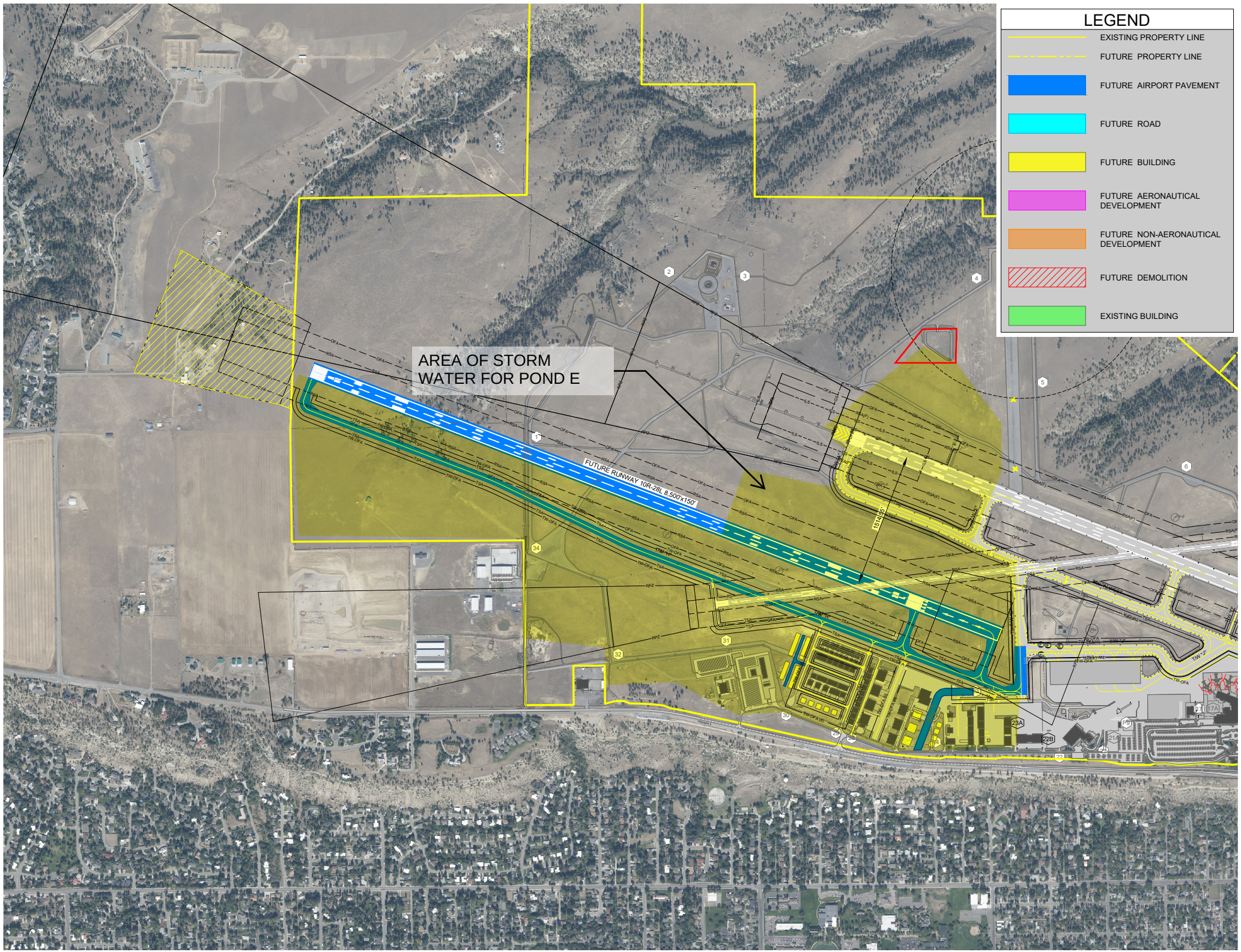
LEGEND
EXISTING PROPERTY LINE
FUTURE PROPERTY LINE
FUTURE AIRPORT PAVEMENT
FUTURE ROAD
FUTURE BUILDING
FUTURE AERONAUTICAL DEVELOPMENT
FUTURE NON-AERONAUTICAL DEVELOPMENT
FUTURE DEMOLITION
EXISTING BUILDING
AREA OF STORM WATER FOR POND E
FUTURE RUNWAY 10R-28L 8,500'x150'

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April 9, 2026

Paul Khera
Department of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle
Billings, MT 59105

RE: Pond E Expansion
Billings Logan International Airport

Dear Paul,

We have reviewed the bids for the Pond E Expansion project and found everything in order. There were several bidders with K2 Civil, Inc., Donnes, Inc., and Knife River – Billings being the three lowest bidders. K2 Civil Inc. is the apparent low bidder, approximately 6.8% lower than Donnes, Inc. and 50% lower than the engineer's estimate. The large differences in bid items between the low bidder and the engineer's estimate are the excavation and erosion control cellular confinement items.

We are recommending the award of the Pond E Expansion project, Schedule 1, to K2 Civil Inc. with the apparent low bid of $442,350.00.

We have checked for debarment of the Pond E Expansion prime contractor. There is no record of debarment on the Excluded Parties List System (EPLS).

Sincerely,

MORRISON MAIERLE

Heather Mosser

Heather Mosser, P.E.
Project Manager

cc: File: 2447.150.26

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April 9, 2026

Jeremiah McGee
K2 Civil, Inc.
6611 Trade Center Ave
Billings, MT 59101

RE: Notice of Award
Billings Logan International Airport
Federally Funded Pond E Expansion

Dear Jeremiah,

You are notified that your bid, dated April 7, 2026 for the above contract has been considered. You are the apparent successful, low, responsive, and responsible bidder. Your bid for Schedule 1 of $442,350.00 has been recommended to the City of Billings for award, subject to City Council approval, FAA approval, and compliance with Buy American. This will go to the City Council on Monday, April 27, 2026 for award.

Once funds are available from the FAA, you will be notified that the contract documents are ready for completion, including signatures, bonds, and insurance forms. A set of the Contract Documents will be returned to you after all the signatures are complete.

Enclosed are the Buy American Exhibits for the material to be used on the above project. The Exhibits from each subcontractor need to be filled out prior to the Notice to Proceed.

The Notice to Proceed will be issued after the contracts are executed by the City of Billings and FAA has issued concurrence. The Notice to Proceed shall be issued when federal funds are available per Special Provisions Section 10.0.

We look forward to working with you on this project.

MORRISON MAIERLE

Heather Mosser

Heather Mosser, P.E.
Project Manager

cc: Paul Khera - BIL
File: 2447.150.26

P:\2447-BIL\150.26 - Pond E\06 Construction\Contracts\Award K2 Pond E.docx

BID TABULATION
April 7, 2026 at 2:00 pm

Project: **AIP 3-30-0008-092-2026**
Billings Logan International Airport
Pond E Expansion

Item No.	DESCRIPTION	QTY	UNITS	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE TOTAL COST	1 K2 Civil 6611 Trade Center Ave Billings, MT 59101 Registration # 261453 UNIT PRICE	1 K2 Civil TOTAL COST	2 Donnes, Inc. 6809 HWY 312 Billings, MT 59105 Registration # 7448 UNIT PRICE	2 Donnes, Inc. TOTAL COST	3 Knife River - Billings Box 80066 Billings, MT 59108 Registration # 10089 UNIT PRICE	3 Knife River - Billings TOTAL COST	4 Site Pro Constuction Services LLC 276 Squaw Creek Rd. Huntley, MT 59037 Registration # 270034 UNIT PRICE	4 Site Pro Constuction Services LLC TOTAL COST
	Schedule 1 - Taxilane Construction												
101	Contractor Quality Control Program	1	LS	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 20,000.00	$ 20,000.00	$ 5,600.00	$ 5,600.00	$ 2,500.00	$ 2,500.00
102	Installation and Removal of Silt Fence	125	LF	$ 15.00	$ 1,875.00	$ 8.00	$ 1,000.00	$ 10.00	$ 1,250.00	$ 3.00	$ 375.00	$ 6.00	$ 750.00
103	Straw Wattle	525	LF	$ 5.00	$ 2,625.00	$ 6.00	$ 3,150.00	$ 8.00	$ 4,200.00	$ 4.00	$ 2,100.00	$ 6.00	$ 3,150.00
104	Dust Control Emulsion	7	Acre	$ 1,000.00	$ 6,500.00	$ 650.00	$ 4,225.00	$ 1,000.00	$ 6,500.00	$ 900.00	$ 5,850.00	$ 386.00	$ 2,509.00
105	Mobilization	1	LS	$ 87,500.00	$ 87,500.00	$ 40,000.00	$ 40,000.00	$ 30,000.00	$ 30,000.00	$ 41,000.00	$ 41,000.00	$ 35,000.00	$ 35,000.00
106	Traffic Control	1	LS	$ 10,000.00	$ 10,000.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 14,000.00	$ 14,000.00	$ 1,500.00	$ 1,500.00
107	Signatory Authority Person	2	EA	$ 300.00	$ 600.00	$ 250.00	$ 500.00	$ 2,000.00	$ 4,000.00	$ 100.00	$ 200.00	$ 500.00	$ 1,000.00
108	Security Badge AOA – Employee	20	EA	$ 250.00	$ 5,000.00	$ 200.00	$ 4,000.00	$ 500.00	$ 10,000.00	$ 101.00	$ 2,020.00	$ 35.00	$ 700.00
109	Security Guard With Vehicle	120	HR	$ 100.00	$ 12,000.00	$ 50.00	$ 6,000.00	$ 50.00	$ 6,000.00	$ 46.00	$ 5,520.00	$ 8.33	$ 999.60
110	Storm Drain Flared End Removal	2	EA	$ 1,250.00	$ 2,500.00	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00	$ 170.00	$ 340.00	$ 300.00	$ 600.00
111	Unclassified Excavation	29,022	CY	$ 17.00	$ 493,374.00	$ 8.00	$ 232,176.00	$ 6.00	$ 174,132.00	$ 6.00	$ 174,132.00	$ 9.00	$ 261,198.00
112	Exploratory Excavation	15	HR	$ 300.00	$ 4,500.00	$ 300.00	$ 4,500.00	$ 100.00	$ 1,500.00	$ 120.00	$ 1,800.00	$ 350.00	$ 5,250.00
113	24-inch RCP Class IV Storm Drain Pipe	8	LF	$ 200.00	$ 1,600.00	$ 250.00	$ 2,000.00	$ 200.00	$ 1,600.00	$ 125.00	$ 1,000.00	$ 250.00	$ 2,000.00
114	36-inch RCP Class IV Flared End Section with Trash Guard	1	EA	$ 2,500.00	$ 2,500.00	$ 4,600.00	$ 4,600.00	$ 6,000.00	$ 6,000.00	$ 5,200.00	$ 5,200.00	$ 4,500.00	$ 4,500.00
115	60-inch RCP Storm Drain Inlet	1	EA	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 8,000.00	$ 8,000.00	$ 16,000.00	$ 16,000.00	$ 7,500.00	$ 7,500.00
116	Cellular Confinement System - Rock Filled - Owner Provided Materi	2,092	SY	$ 30.00	$ 62,760.00	$ 12.00	$ 25,104.00	$ 20.50	$ 42,886.00	$ 30.00	$ 62,760.00	$ 10.25	$ 21,443.00
117	Cellular Confinement System - Rock Filled	2,449	SY	$ 40.00	$ 97,960.00	$ 20.00	$ 48,980.00	$ 37.00	$ 90,613.00	$ 40.00	$ 97,960.00	$ 25.00	$ 61,225.00
118	Gabion Basket 1 ½-feet High by 3-feet Wide	108	LF	$ 165.00	$ 17,820.00	$ 70.00	$ 7,560.00	$ 150.00	$ 16,200.00	$ 65.00	$ 7,020.00	$ 150.00	$ 16,200.00
119	Seeding (Drill)	7	Acre	$ 850.00	$ 5,525.00	$ 550.00	$ 3,575.00	$ 850.00	$ 5,525.00	$ 480.00	$ 3,120.00	$ 936.00	$ 6,084.00
120	Topsoil (Obtained on Site or Removed from Stockpile)	1,760	CY	$ 8.00	$ 14,080.00	$ 8.00	$ 14,080.00	$ 10.00	$ 17,600.00	$ 5.00	$ 8,800.00	$ 9.50	$ 16,720.00
121	Hydro-Mulch	7	Acre	$ 2,600.00	$ 16,900.00	$ 2,800.00	$ 18,200.00	$ 3,500.00	$ 22,750.00	$ 2,500.00	$ 16,250.00	$ 3,850.00	$ 25,025.00
122	Outfall Riprap MDT Class II	20	SY	$ 250.00	$ 5,000.00	$ 260.00	$ 5,200.00	$ 150.00	$ 3,000.00	$ 300.00	$ 6,000.00	$ 250.00	$ 5,000.00
123	Omitted				$ -		$ -		$ -		$ -		$ -
124	Omitted				$ -		$ -		$ -		$ -		$ -
	TOTAL Schedule 1				$ 875,619.00		$442,350.00		$474,756.00		$477,047.00		$480,853.60

TOTAL Schedule 1	**$875,619.00**	**$442,350.00**	**$474,756.00**	**$477,047.00**	**$480,853.60**

*Non-responsive bids

BID TABULATION
April 7, 2026 at 2:00 pm

Project: **AIP 3-30-0008-092-2026**
Billings Logan International Airport
Pond E Expansion

Item No.	DESCRIPTION	QTY	UNITS	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE TOTAL COST	5 Earth Movers Excavation, Inc. PO Box 957 Laurel, MT 59044 Registration # 160655 UNIT PRICE	5 TOTAL COST	6 Askin Construction, LLC 3922 Coulson Rd E Billings, MT 59101 Registration # 232221 UNIT PRICE	6 TOTAL COST	7 Holden Excavating 41 Centennial Road Columbus, MT 59019 Registration # 272115 UNIT PRICE	7 TOTAL COST	8 Hample Excavation, LLC 5219 US HWY 312 Billings, MT 59105 Registration # 155640 UNIT PRICE	8 TOTAL COST
	Schedule 1 - Taxilane Construction												
101	Contractor Quality Control Program	1	LS	$ 15,000.00	$ 15,000.00	$ 11,200.00	$ 11,200.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 13,400.00	$ 13,400.00
102	Installation and Removal of Silt Fence	125	LF	$ 15.00	$ 1,875.00	$ 7.00	$ 875.00	$ 7.00	$ 875.00	$ 5.50	$ 687.50	$ 21.21	$ 2,651.25
103	Straw Wattle	525	LF	$ 5.00	$ 2,625.00	$ 8.00	$ 4,200.00	$ 5.00	$ 2,625.00	$ 4.50	$ 2,362.50	$ 8.40	$ 4,410.00
104	Dust Control Emulsion	7	Acre	$ 1,000.00	$ 6,500.00	$ 1,800.00	$ 11,700.00	$ 130.00	$ 845.00	$ 1,000.00	$ 6,500.00	$ 673.50	$ 4,377.75
105	Mobilization	1	LS	$ 87,500.00	$ 87,500.00	$ 32,000.00	$ 32,000.00	$ 30,000.00	$ 30,000.00	$ 55,358.00	$ 55,358.00	$ 64,855.20	$ 64,855.20
106	Traffic Control	1	LS	$ 10,000.00	$ 10,000.00	$ 4,412.00	$ 4,412.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 9,606.60	$ 9,606.60
107	Signatory Authority Person	2	EA	$ 300.00	$ 600.00	$ 600.00	$ 1,200.00	$ 390.00	$ 780.00	$ 200.00	$ 400.00	$ 504.30	$ 1,008.60
108	Security Badge AOA – Employee	20	EA	$ 250.00	$ 5,000.00	$ 200.00	$ 4,000.00	$ 250.00	$ 5,000.00	$ 250.00	$ 5,000.00	$ 141.40	$ 2,828.00
109	Security Guard With Vehicle	120	HR	$ 100.00	$ 12,000.00	$ 48.00	$ 5,760.00	$ 47.00	$ 5,640.00	$ 50.00	$ 6,000.00	$ 54.90	$ 6,588.00
110	Storm Drain Flared End Removal	2	EA	$ 1,250.00	$ 2,500.00	$ 1,200.00	$ 2,400.00	$ 250.00	$ 500.00	$ 1,000.00	$ 2,000.00	$ 893.50	$ 1,787.00
111	Unclassified Excavation	29,022	CY	$ 17.00	$ 493,374.00	$ 10.50	$ 304,731.00	$ 10.50	$ 304,731.00	$ 11.00	$ 319,242.00	$ 22.00	$ 638,484.00
112	Exploratory Excavation	15	HR	$ 300.00	$ 4,500.00	$ 260.00	$ 3,900.00	$ 250.00	$ 3,750.00	$ 250.00	$ 3,750.00	$ 547.20	$ 8,208.00
113	24-inch RCP Class IV Storm Drain Pipe	8	LF	$ 200.00	$ 1,600.00	$ 500.00	$ 4,000.00	$ 270.00	$ 2,160.00	$ 150.00	$ 1,200.00	$ 192.50	$ 1,540.00
114	36-inch RCP Class IV Flared End Section with Trash Guard	1	EA	$ 2,500.00	$ 2,500.00	$ 6,000.00	$ 6,000.00	$ 5,500.00	$ 5,500.00	$ 5,000.00	$ 5,000.00	$ 4,098.80	$ 4,098.80
115	60-inch RCP Storm Drain Inlet	1	EA	$ 10,000.00	$ 10,000.00	$ 9,000.00	$ 9,000.00	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 11,902.60	$ 11,902.60
116	Cellular Confinement System - Rock Filled - Owner Provided Materi	2,092	SY	$ 30.00	$ 62,760.00	$ 12.00	$ 25,104.00	$ 24.00	$ 50,208.00	$ 18.00	$ 37,656.00	$ 25.30	$ 52,927.60
117	Cellular Confinement System - Rock Filled	2,449	SY	$ 40.00	$ 97,960.00	$ 19.00	$ 46,531.00	$ 39.00	$ 95,511.00	$ 30.00	$ 73,470.00	$ 37.10	$ 90,857.90
118	Gabion Basket 1 ½-feet High by 3-feet Wide	108	LF	$ 165.00	$ 17,820.00	$ 86.00	$ 9,288.00	$ 100.00	$ 10,800.00	$ 82.00	$ 8,856.00	$ 177.00	$ 19,116.00
119	Seeding (Drill)	7	Acre	$ 850.00	$ 5,525.00	$ 800.00	$ 5,200.00	$ 485.00	$ 3,152.50	$ 950.00	$ 6,175.00	$ 532.00	$ 3,458.00
120	Topsoil (Obtained on Site or Removed from Stockpile)	1,760	CY	$ 8.00	$ 14,080.00	$ 4.00	$ 7,040.00	$ 5.00	$ 8,800.00	$ 8.00	$ 14,080.00	$ 16.40	$ 28,864.00
121	Hydro-Mulch	7	Acre	$ 2,600.00	$ 16,900.00	$ 3,900.00	$ 25,350.00	$ 3,600.00	$ 23,400.00	$ 3,600.00	$ 23,400.00	$ 2,800.00	$ 18,200.00
122	Outfall Riprap MDT Class II	20	SY	$ 250.00	$ 5,000.00	$ 190.00	$ 3,800.00	$ 185.00	$ 3,700.00	$ 75.00	$ 1,500.00	$ 73.90	$ 1,478.00
123	Omitted				$ -		$ -		$ -		$ -		$ -
124	Omitted				$ -		$ -		$ -		$ -		$ -
	TOTAL Schedule 1				$ 875,619.00		$527,691.00		$585,977.50		$595,137.00		$990,647.30

TOTAL Schedule 1	**$875,619.00**	**$527,691.00**	**$585,977.50**	***$595,137.00**	**$990,647.30**

*Non-responsive bids

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Approval of Collective Bargaining Agreement with IAFF - Local 521
PRESENTED BY: Karla Stanton, Human Resources Director
Department: Human Resources
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

The City Council is being asked to approve an agreement for the renewal of the labor contract between the International Association of Firefighters (IAFF) -- Local 521 and the City of Billings. This negotiated agreement will replace the one that was in effect from July 1, 2023, through June 30, 2026. Staff recommends City Council approve the proposed collective bargaining agreement (CBA) with IAFF - Local 521.

EXECUTIVE SUMMARY

The International Association of Firefighters (IAFF) Local 521 voted to approve a new collective bargaining agreement pending ratification by the City Council. This three-year agreement provides Cost of Living Adjustments of 3% in the first and second years, and 3.5% in the third year.

Please see the Background section of this memo for additional details.

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

The International Association of Firefighters and the City of Billings engaged in Interest-Based Bargaining (IBB) to negotiate the Collective Bargaining Agreement. In IBB, each team identifies issues, discusses options, and finds solutions without any written proposals. The IAFF and the City began negotiations on February 17, 2026, and continued bargaining for an additional 7-day-long sessions before reaching a tentative agreement on March 18, 2026. The Union membership voted on April 7 and 8, 2026, and accepted the 3-year agreement. The Union and City of Billings agreed to revise the following contractual items:

- The Cost of Living Adjustment (COLA) will be 3% in the first and second years, and 3.5% in the third year of the 3-year agreement.
- Extended the probationary period from six (6) months to nine (9) months.
- Uniform Allowance -- Increased the allowance $200.00 in the first year of the 3-year agreement.
- Vacation -- Revised vacation structure to allow for one additional vacation spot year-round.
- Increased the City's 457 contribution $3.46 per pay period beginning the second year of the agreement.
- Special Teams -- The drone program will qualify for Special Certification Pay.
- Day Personnel Compensatory Time -- Accrual cap increased from 80 hours to 160 hours.
- Added language allowing three (3) union members to participate in the recruit firefighter interview process.
- Provided compensation up to 96 hours annually for union members to help with recruit firefighter performance evaluations.
- Removed the 15-year service requirement for employees to be considered for promotion to BC.
- Deleted language regarding employees removing disciplinary actions from their personnel file after a period of four (4) years.
- Added language that disciplinary notices will remain in effect for 24 months.
- Clarified Arbitration language.

FISCAL EFFECTS

The costs associated with implementing this agreement are as follows:

Year 1:

- A 3% increase effective July 1, 2026; the cost is approximately $480,000
- A $200 increase in uniform allowance; the cost is approximately $27,600
- Drone Specialty Certification Pay; the cost is approximately $2,400

Year 2:

- A 3% increase effective July 1, 2027; the cost is approximately $494,000
- An increase of $3.46 per pay period to the City's 457 contribution; the cost is approximately $12,414

Year 3:

- A 3.5% increase effective July 1, 2028; the cost is approximately $511,000

STAKEHOLDERS
Firefighters and the City of Billings.

ALTERNATIVES
City Council may:

- Approve the contract as presented;
- Postpone action on the contract to obtain additional information; or
- Deny approval of the contract, forcing both parties to resume negotiations.

Attachments

Billings IAFF CBA

AGREEMENT

LOCAL 521 IAFF

AND

CITY OF BILLINGS

EFFECTIVE DATES

JULY 1, 2026 - JUNE 30, 2029

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P R E A M B L E

THIS AGREEMENT is made and entered into, by and between the CITY OF BILLINGS, Montana, hereinafter referred to as "EMPLOYER", and LOCAL 521 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "ASSOCIATION", for the purpose of promoting and improving understanding between the EMPLOYER, its employees and the ASSOCIATION, relative to: Employer-employee relations, standards of wages, hours and other conditions of employment, and to provide a means of amicable and equitable adjustment of differences or grievances which may arise within the terms contained herein.

ARTICLE I - RECOGNITION

The EMPLOYER recognizes the ASSOCIATION as the exclusive bargaining agent for all employees of the Billings Fire Department, except the Fire Chief, Assistant Fire Chiefs, and administrative support employees.

ARTICLE II – MANAGEMENT RIGHTS

A. The ASSOCIATION recognizes the prerogative of the CITY to operate its affairs in all respects in accordance with its responsibilities, and the powers or authority which the CITY has not officially abridged, delegated or modified by this Agreement are retained by the CITY, and in such areas as, but not limited to the following, to- wit:
   1. Directing employees;
   2. Hiring, promoting, transferring, assigning, and retaining employees;
   3. Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
   4. Maintaining the efficiency of government operations;
   5. Determining the methods, means, job classifications, organization, and personnel by which operations of the City of Billings Fire Department are to be conducted;
   6. Taking whatever actions that may be necessary to carry out the mission of the City of Billings Fire Department in situations of emergency;
   7. Establishing the methods and processes by which work is to be performed;
   8. Establishing reasonable work rules;
   9. Scheduling overtime work as required, in a manner most advantageous to the City Fire Department and consistent with requirements.

B. The **ASSOCIATION** recognizes that the **EMPLOYER** has statutory and other rights and obligations in contracting matters relating to municipal operations. The right of contracting or subcontracting is vested in the **EMPLOYER**. The right to contract or subcontract shall not be used for the purpose or intention of undermining the **ASSOCIATION**, nor to discriminate against any of its members.

ARTICLE III – GRIEVANCE & ARBITRATION PROCEDURES

A. This article does not apply to initial probationary firefighters.
B. Grievance is defined as a dispute, or a difference in interpretation between an employee, or the ASSOCIATION and the EMPLOYER involving wages, hours, and all conditions of employment which are expressly provided by this contract.
C. The ASSOCIATION shall certify in writing to the EMPLOYER the names of all employees or

others authorized to represent the ASSOCIATION in this procedure. For the purpose of this Article, people authorized to represent the ASSOCIATION shall be known as "Stewards." A Steward may process grievances during regular working hours without loss of regular pay subject to the approval of the Fire Chief. Union representatives from the Council or International level may be called in to assist at any step during the grievance.

D. Departure from the established procedure, unless mutually waived by both parties:
   1. By the ASSOCIATION or any person represented by the ASSOCIATION shall automatically nullify any further recourse through this procedure for the grievance.
   2. By the EMPLOYER shall automatically place the grievance in the following step:

E. Procedure:
   1. STEP 1:
      a. In the event an employee covered by this Agreement shall have a grievance, he shall notify in writing the Fire Chief and the ASSOCIATION within ten (10) business days of the grievance's occurrence. The ASSOCIATION shall investigate the grievance and, within twenty (20) business days of the receipt of the grievance, may present a grievance to the Fire Chief for resolution. The grievance shall be presented in written form containing as a minimum, the following information:
         (1) The name of the grievant(s)
         (2) The date(s) of the grievance
         (3) The nature of the grievance
         (4) The terms of the Agreement in dispute
         (5) The adjustment sought
      b. The Fire Chief may request a meeting with the ASSOCIATION and the grievant to discuss the grievance. The Fire Chief shall attempt to resolve the grievance and shall report this adjustment in writing to the ASSOCIATION within ten (10) business days of the receipt of the grievance from the ASSOCIATION.
      c. If the grievance remains unresolved, the ASSOCIATION may proceed to the following step:
   2. STEP 2:
      a. Within ten (10) business days of the date of the Department Head's reply, the Chief Steward or his designee shall present the written grievance, along with the ASSOCIATION'S reasons for non- acceptance of the Department Head's reply, to the City Administrator. The City Administrator shall meet with the ASSOCIATION and the Department Head or their designee to attempt to resolve the grievance and shall respond in writing to the Chief Steward within twenty (20) business days of the receipt of the grievance.
      b. If the grievance remains unresolved, the ASSOCIATION may proceed to the following step:
   3. STEP 3:
      a. Within ten (10) business days of the date of the City Administrator's reply, the ASSOCIATION may request arbitration. This request must be made in writing and be presented to the City Administrator.
      b. The arbitrator shall be selected by use of the following:
         (1) Within ten (10) business days of the receipt of the request, the parties to this Agreement shall mutually select a person who is not employed by the City of Billings to act as arbitrator. If no such person can be found who is acceptable to both parties to act as arbitrator:
         (2) Within ten (10) additional business days, the party requesting arbitration shall request the Board of Personnel Appeals to provide a list of five (5) arbitrators. The parties, within fifteen (15) business days of receipt of the list, shall select the arbitrator by the method of alternatively striking names, with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the arbitrator.

(3) The arbitrator chosen will be contacted immediately and asked to start proceedings at their earliest possible date.
(4) During the arbitration proceedings, all evidence shall be presented to the arbitrator. The arbitrator shall have no power to alter in any way the terms of this Agreement, City Ordinance, State law, or Federal law. The arbitrator's decision shall be within the scope and terms of this Agreement, and it shall be requested to issue their decision within twenty (20) business days after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitrator's services shall be split equally between the CITY and the ASSOCIATION.

4. It is understood by both parties to this Agreement that an appointed authority may replace any titled position mentioned in the above grievance and arbitration procedures, so long as the ASSOCIATION is notified in writing of such change.
5. The use of the above procedure is exclusive and shall constitute a waiver of recourse through any other procedure, except for recognized civil procedures.
6. For purposes of this Article only, a business day means all calendar days except Saturdays, Sundays, and holidays.
7. The City and the ASSOCIATION shall follow 7-33-4124, MCA, unless the statute is repealed during the life of the contract.

ARTICLE IV - NON-DISCRIMINATION

The EMPLOYER and the ASSOCIATION accept their responsibility to ensure non-discrimination in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, mental and physical disability, sex, marital status, family relationships, membership or non-membership in the ASSOCIATION.

ARTICLE V - DUES ASSIGNMENT

A. The EMPLOYER agrees to accept and honor an employee's voluntary written assignment designating a specified amount of wages or salaries due and owing as ASSOCIATION dues or equivalent contribution.
B. The aggregate deduction will be remitted, together with an itemized statement, to the Treasurer of the ASSOCIATION within five (5) working days from the date of payroll distribution.
C. The ASSOCIATION agrees to hold harmless the EMPLOYER for any loss or damage arising from the operations of the Article due to unintentional errors.

ARTICLE VI - HOURS OF WORK AND COMPENSATION

A. Work Schedule
   1. Fire Suppression Personnel
      a. The work schedule shall be a 27-day total work cycle consisting of seven (7) consecutive work shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty, immediately followed by six (6) consecutive days off.
      b. One Battalion Chief (the fourth) shall be assigned a regular work schedule as follows:
         (1) The work schedule shall be a 27-day total work cycle.
         (2) The work schedule shall consist of:
            (a) One 24-hour shift on duty, followed by 48 hours off-duty
            (b) One 24-hour shift on duty, followed by 96 hours off-duty

(c) One 24-hour shift on duty, followed by 48 hours off-duty
(d) One 24-hour shift on duty, followed by 96 hours off-duty
(e) One 24-hour shift on duty, followed by 48 hours off-duty
(f) One 24-hour shift on-duty, followed by 168 hours off-duty

(3) In addition to the regular scheduled shifts, the fourth Battalion Chief shall work twenty-four (24) hours during the first twenty- (20) days of the 27-day work cycle.

(4) These work assignment periods shall be no less than eight (8) hour periods. The fourth Battalion Chief shall not be assigned to work more than four (4) days in a calendar week, a regularly scheduled work assignment.

(5) The fourth (4th) Battalion Chief's work schedule may be changed by mutual agreement between the fourth (4) Battalion Chief, the Fire Chief, and the **ASSOCIATION**.

c. "Companies shall stay together at all times." – Defined
(1) Together is defined as a Captain, an Engineer, and a Firefighter assigned to the same station, except to respond on separate apparatus to the same call.
(2) Exceptions will be made only for Mobile Response Teams (MRT) Staffing levels. Engines and Trucks shall remain a minimum of 3 firefighters.

d. The duty day schedule:
(1) 0000 to 0800 - Alarm Time
(2) 0800 to 1200 - Work Assignment Period*
(3) 1200 to 1300 - Alarm Time
(4) 1300 to 1700 - Work Assignment Period*
(5) 1700 to 1800 - Alarm Time
(6) 1800 to 2200 - Work Assignment Period*
(7) 2200 to 2400 - Alarm Time
(8) *Each work assignment period shall be inclusive of a 15-minute coffee break after 2 hours. Meal periods are 0700 to 0800, 1200 to 1300, and 1700 to 1800 unless interrupted by an emergency. Meal periods interrupted by an emergency situation shall be made up at the earliest opportunity. Companies shall stay together at all times. All unassigned work period hours shall be considered alarm time.

e. Alarm Time - suppression personnel must be at their assigned stations, on call, and available for all firefighting and emergency purposes during all alarm time unless otherwise approved by the Battalion Chief. No classes or drills, and only essential work can be included on Sundays, and holidays and such alarm time.

f. Sunday Training - Only essential fire suppression training that cannot be scheduled during normal work assignment periods may be assigned on Sundays.

2. Uniformed Day Personnel
a. The workweek for day personnel shall be forty (40) hours. It shall consist of four (4) consecutive ten (10) hour days, Monday through Friday. This schedule may be changed by mutual agreement.

b. Probationary Firefighters in recruit academy.
(1) The workweek for probationary firefighters in the recruit academy shall be a maximum of 40 hours, Monday through Friday.

c. Uniformed Day Personnel assigned to work in the fire prevention bureau shall work as follows:
(1) The workday shall be a maximum ten (10) hour duty period, 0700 to 1730 hours.
(2) Each Bureau personnel shall work a ten (10) hour, four (4) day workweek.
(3) Each Bureau personnel would be given a number, i.e., 1,2,3,4,5. This number will serve as a mechanism for determining when the Individual Bureau person would be on their day off. The day of the week when the Bureau person would be off will change each week.

d. The workday for all uniformed day personnel shall include a thirty (30) minute lunch break and a fifteen (15) minute morning and afternoon break.

B. Compensation
   1. Pay status
      a. All employees covered by this Agreement are non-exempt hourly employees as defined by the FLSA. As such, all employees shall be paid for all hours worked and for approved, paid leave hours.
   2. Wages
      a. Hourly rates of pay for the contract term shall be as shown in Exhibit A of this Agreement, which reflects annual adjustments as described below. Regular payday shall be every other Friday, and the amount of pay shall be based upon the number of hours worked within the pay period. Hourly wages shown in Exhibit A do not include Special Certification pay or Paramedic Pay.
      b. July 1, 2026 – June 30, 2027: All hourly base wages shall increase by an amount equal to 3%. .
      c. July 1, 2027 – June 30, 2028: All hourly base wages shall increase by an amount equal to 3%.
      d. July 1, 2028 – June 30, 2029: All hourly base wages shall increase by an amount equal to 3.5%.

C. Overtime Pay
   1. Overtime Pay: Employees required to work in excess of their regular work schedule at the direction of proper City authority shall be compensated at a rate of 1-1/2 times the regular hourly rate for each hour of overtime worked. This overtime shall be computed to the nearest 1/4 hour starting one minute after the one-quarter (1/4) hour begins and extending to the full 1/4 hour. The **EMPLOYER** shall determine the employees to receive the overtime work and the amount of overtime necessary to be worked.
   2. Compensatory Time: At the employee's request, non-exempt uniform day personnel only, may accumulate a maximum of 160 overtime hours as compensatory time in lieu of cash payment, for actual overtime worked. Employees can cash out up to 80 hours accrued compensatory time per fiscal year, except that in which the pay period it was earned. The employee must code the compensatory time cash out or compensatory time used in the time entry system. The employee's supervisor shall approve the use of compensatory time off. If a fire employee returns to fire suppression, then the employee shall be paid out all accrued compensatory time at the regular rate of pay the employee is receiving at the time the payment is made.

D. Call Back Pay
   1. The employee shall be paid a minimum of three (3) hours at one and one-half (1 ½) times the regular hourly rate of pay for each call-out. Call back pay will commence on page out, not an extension of the regular shift. In the event the call-out extends into the employee's regular scheduled work shift, the one and one-half (1 ½) rate of pay shall be paid for only the actual time spent before the regular shift started.
   2. In the event the employee asks to be excused before the work is completed, and the supervisor in charge excuses them, the employee will be paid only for time worked at one and one-half (1 ½) times their regular rate of pay.

E. Standby Time
   1. Personnel required for standby shall be compensated with pay at the rate of 10 percent of the hours of the standby time.

F. No Pyramiding
   1. Compensation shall not be paid more than once for the same hour under any overtime provision of this Agreement, including overtime, callback and standby pay.

G. Longevity Pay
   1. Longevity Pay will no longer be paid as of July 1, 2023.

H. Higher Classification Pay
   1. Any person covered by this Agreement who is required to accept the responsibilities and carry

out the duties of a position or rank above that which they normally hold for a period for two (2) hours or more shall be paid at the rate in Exhibit B while acting. All assignments for scheduled absences for Engineer or Captain made under this Section shall be on basis of the senior qualified employee first. In the event of an unscheduled absence, the Battalion Chief shall select a qualified employee whose service would promote the most efficient operation of the department. Selection for filling unscheduled absences shall be made in a fair, equitable and impartial manner. Suppression employees shall Hi-C only one classification over employee's current rank. Exempt from this provision shall be any employee exchanging shifts for an employee who is absent due to attendance of **ASSOCIATION** business, as authorized by the Local and approved by the Fire Chief. Also, the water tender/brush truck will be operated by a qualified firefighter at their regular rate of pay.

2. Hi-C Battalion Chief - The B.C. assigned to each shift, with the approval of the Fire Chief, shall select the Hi-C B.C. to act during their absence. In implementing this concept, the Fire Chief and B.C.'s will not act in an arbitrary or capricious manner. Any complaints may be brought to the Joint Labor Management Committee. If a complaint is not resolved through the Joint Labor Management Committee, then it shall be resolved in accordance with Article III of the contract.
3. Suppression personnel may be required to work in a lower classification to maintain staffing levels. In such an event, the employee working in a lower classification shall continue to maintain their original rate of compensation.
4. In the absence of the Fire Marshal and the Assistant Fire Marshal, the Fire Marshal, with approval of the Fire Chief, shall select a Deputy Fire Marshal that will Hi-C to Fire Marshal. In the implementing of this concept, the Fire Chief and Fire Marshal will not act in an arbitrary or capricious manner. Any complaints will be brought to the Joint Labor Management Committee. If a complaint is not resolved through the Joint Labor Management Committee, it shall be resolved in accordance with Article III of the contract. The Deputy Fire Marshal selected as the Hi-C Fire Marshal shall be compensated at the rate of pay according to Exhibit B for the Deputy Fire Marshal assuming the duties of Fire Marshal.
5. In the absence of the Fire Chief and Assistant Fire Chiefs, the Fire Chief or in his absence, an Assistant Fire Chief may select the Fire Marshal or the Training Chief to Hi-C to the Assistant Fire Chief position. The position selected to act as Hi-C Assistant Fire Chief shall be compensated with an additional 10%. The employee assigned to Hi-C Assistant Fire Chief will be paid M-F during the Assistant Fire Chief's regularly scheduled 8 or 10-hour workdays only. Call Back Pay and Standby Time shall be compensated as outlined in ARTICLE VI – HOURS OF WORK AND COMPENSATION, Section D. Call Back Pay and Section E. Standby Pay.

I. Special Assignment Pay
   1. Compensation
      a. Suppression personnel who are assigned Fire Department work outside of the Suppression Division by the Fire Chief shall be paid their base salary plus fifteen percent (15%), excluding the Assistant Fire Marshal, Deputy Fire Marshals, Assistant Training Chief, and light duty assignments.
      b. Suppression personnel on a special assignment shall receive Hi-C pay for any shift they would have received, had they remained in the suppression division.
      c. Suppression Personnel on Special Assignment for longer than 90 consecutive days shall not receive holiday pay premium (currently 4.61 hours) for the period of the special assignment. Instead, the person on special assignment shall receive the designated day off with straight pay as provided in Article VII, Sec A, Sub 2 (c) for the period of the special assignment. The Fire Chief has the discretion to extend the 90-day period.
   2. Whenever the person immediately following the assigned person on the seniority list is promoted, the assigned person shall automatically receive the next pay grade plus 10 percent.
   3. If the assigned person wishes to return to shift to receive a promotion and can qualify for the

promotion and a vacancy occurs, they shall be placed in accordance with the promotional priority list.

4. Firefighters, except regular day personnel, that require remedial training and are assigned to days for a period not to exceed twenty-seven (27) days in a calendar year, shall be compensated at their current hourly rate. After the twenty-seventh (27) day, fire suppression personnel shall be compensated at Special Assignment Pay.

J. Special Certification Pay

1. Any member of the Billings Fire Department holding a certification in any of the following areas shall receive an additional $100.00 per month (except up to $60.00 for the Advanced EMT as set out below) per certification with a maximum of two (2) paid certifications:
   a. Coordinator/Instructor, Haz Mat Technician, Rope Rescue Technician, SCBA Repair, Drone Pilot, ICC Fire Inspector I, ICC Fire Inspector II, and Advanced EMT.
   b. The Advanced EMT certification will be paid at $10.00 per endorsement through the 6th endorsement up to a total of $60.00, as approved by the Montana Board of Medical Examiners, the City of Billings Medical Director, and Fire Chief. up to a total of $60.00.
   c. Paramedics approved by the Fire Chief and the Fire Department Medical Control Physician, to provide Paramedic level care, or any member required to hold Paramedic certification as a condition of employment, will be paid an additional 8% of Grade 177, Step D, but will not receive Advanced EMT and/or 6th endorsement certification pay.
      (1) Upon BFD functioning with Operational Control and/or implementation of a Safety Net Ambulance, Paramedic Pay shall increase to 10% of Grade 177, Step D.
   d. In addition to the certifications listed above, Association members, while in the Fire Prevention Bureau, may hold certifications in the following three (3) areas and shall receive $100.00 per month per certification with a maximum of *two (2)* paid certifications: ICC Fire Plans Examiner, ICC Certified Fire Marshal, IAAI Fire Investigation Technician or IAAI Certified Fire Investigator.
   e. The Fire Chief will determine the number of people holding the certifications for Haz-Mat Technician, Coordinator/ Instructor, Rope Rescue Technician, SCBA repair, Drone Pilot, and Advanced EMT. The number of employees holding certifications as ICC Fire Inspector I or ICC Fire Inspector II is unlimited. Team coordinators approved by the fire chief shall be recognized for a third certification while serving as team lead.
   f. The Special Certification Pay (up to *$200 for two (2)* certifications and 8% Paramedic pay if applicable) per month will be added to the base pay in terms of retirement calculations, however, will be separated from the base to calculate pay increases that are negotiated. Any change in the amount of Special Certification Pay will be negotiated separately.

K. Deputy Fire Marshal Incentive Pay Plan

1. The position of Deputy Fire Marshal shall be considered as an assignment by the Chief. All Deputy Fire Marshals shall be Grade 213. Firefighters shall enter Grade 213 at step B. Engineers shall enter Grade 213 at step C. Captains shall move into the pay range of Grade 213 at the level immediately above their current level of pay. All ranks shall advance to step G.
2. All Deputy Fire Marshals shall be ICC Fire Inspector I certified within one (1) year from the date of assignment. If the employee does not achieve the certification, then his or her base salary will be frozen at their current grade and step until certification is achieved. If the Deputy Fire Marshal's rate has been frozen, then the date certification is achieved will become the employee's promotional anniversary date for step increases. If a Deputy Fire Marshal decides to return to suppression, that Deputy Fire Marshal shall return to their seniority position and shall be paid accordingly to their rank. Deputy Fire Marshals who complete certification within one year will receive step increases from the date of assignment.

L. Assistant Training Chief

1. The position of Assistant Training Chief shall be considered a promotion. The Assistant

Training Chief shall be Grade 216. Firefighters shall enter Grade 216 at step B and may advance to step G. Engineers shall enter Grade 216 at step D and may advance to step G. Captains shall enter Grade 216 at the same step and may advance to step G. In the event the assigned candidate is selected from outside of the existing Billings Fire Department ranks, the assigned candidate will be classified at a starting salary of at Grade 216 step B and may advance to step G. Assistant Training Chief may return to suppression with the approval of Administration. In such event they shall return to their seniority position and shall be paid accordingly to their rank.

M. Compensation During Light Duty Assignments
   1. Suppression personnel working in a light duty assignment, less than ninety (90) days, will be compensated at their regular rate of pay inclusive of holiday compensation. During light duty assignment, when a holiday falls on a regular staff workday, the employee shall be given that day off with pay.
   2. Suppression personnel working in a light duty assignment longer than ninety (90) days will move to special assignment and be eligible for all special assignment compensation and time off per ARTICLE VI, Section I, Subsection 1.

N. Training
   1. Department sponsored training prioritized and approved by fire administration that cannot be attended while on shift, will be on a voluntary basis. On duty suppression personnel participating in training that precludes availability to front line duty shall have their positions backfilled. Vacancies created by training will be filled by on-shift employees utilizing HI-C personnel when available and will be done utilizing the lowest rank possible. When front-line apparatus personnel are exhausted or staffing falls below three (3) personnel per frontline apparatus, then vacancies shall be filled rank for rank and are eligible for overtime. Only Mobile Response Teams are exempt from the three-person minimum.
   2. Frontline apparatus shall be defined as one (1) Engine Company per fire station and one (1) Truck Company. Management reserves the right to cross-staff Engine and Truck Companies as needed to operate additional apparatus.
   3. Compensation for such training and related travel time shall be at the employee's regular rate of pay and subject to the Fair Labors Standard Act (FLSA) threshold for overtime provisions. Unscheduled time, not related to travel, will not be paid.
   4. At no time will participation in such training negatively impact an employee's scheduled earnings.

O. Mobile Response Teams (MRT)-
   1. MRTs will consist of a 2 or 3-person suppression-ready crew.
   2. The MRT personnel shall include a Captain-Qualified suppression-ready firefighter and should include a BFD credentialed Paramedic when available. One person on the crew may serve as both captain and paramedic if all other combinations have been exhausted. Personnel assigned to the MRTs shall follow the schedule outlined in Article VI, Section 1, Subsection a.
   3. The Paramedic shall be a suppression-ready BFD credentialed paramedic.

ARTICLE VII - FRINGE BENEFITS

A. Leaves

   1. Vacation leave
      a. Each employee shall earn vacation leave credits. Earned leave shall be credited for each

pay period. Employees are not entitled to use any paid vacation leave until they are employed for at least six (6) months. Credits shall be earned according to the following schedule, but are taken/used at a rate equal to the actual number of hours that the employee is absent from work:

(1) Day personnel (Bureau and Training Chief)
   (a) 0 through 10 years 120 hours/yr.
   (b) 11 through 15 years 144 hours/yr.
   (c) 16 through 20 years 168 hours/yr.
   (d) 21+ years 192 hours/yr.

(2) Suppression personnel
   (a) 0 through 10 years 131 hours/yr.
   (b) 11 through 15 years 157 hours/yr.
   (c) 16 through 20 years 184 hours/yr.
   (d) 21+ years 210 hours/yr.

(3) This suppression schedule is calculated as follows and the calculation method shall be used for the number of scheduled hours per calendar year, regardless of the number of hours actually worked: number of vacation leave credit days earned according to Montana Code, 2-18-612 MCA (2005); multiplied by 8 hours per day; divided by 2080; multiplied by 2272 and rounded to the nearest whole hour.

b. Any employee who terminates employment with the City, for a reason not reflecting discredit on themselves, shall be entitled to cash compensation of unused earned vacation leave, if the employee has worked the qualifying period. Unused earned vacation leave shall be paid at the employee's regular rate of pay at the time of termination.

c. Vacation leave may be accumulated. The total is not to exceed two (2) times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

d. The date or dates when an employee may take accrued vacation shall be determined by agreement between the employee and the chief or his designee, in the best interest of the City.

e. Vacation Selection Procedure
   (1) Vacation schedule shall be offered in one (1) week time slots.
   (2) Three (3) Fire Suppression Personnel, from each shift, excluding the Battalion Chief, may be on vacation at the same time. No more than one (1) Captain, one (1) Engineer, and one (1) Firefighter from each shift, shall be on vacation at the same time.
   (3) Employees may choose in order of seniority, on a rotating basis, as many one (1) week time slots as available. The Battalion Chiefs shall pick their vacation slots separately from the rest of the shift.
   (4) If Kelly days become available as a result of an individual's vacation pick, those Kelly Days shall be made available for single day vacation picks. (Using the same criteria as in #2)
   (5) Open one (1) week vacation time slots shall be made available for single day vacation picks.
   (6) Single day vacation picks shall be in order of seniority on a rotating basis.
   (7) Shift or day-off (Kelly) number changes as a result of personnel re-alignment or promotion, after vacation pick(s) are finalized, shall not affect the employee's vacation pick(s).
   (8) Unused vacation leave time shall be paid at his or her regular rate of compensation to the employee or his or her heirs at the time of separation from service or death.

f. Day Personnel Vacation Selection Procedure:
   (1) The vacation schedule shall be offered in one (1) or two (2) week time slots. Vacation selection shall begin after the first of the year and shall be completed by the fifteenth

of January each year.

(2) No fire prevention bureau personnel shall be on vacation for one (1) or two (2) week time slots at the same time.

(3) No Training division personnel shall be on vacation for one (1) or two (2) week time slots at the same time.

(4) Employees may choose in order of seniority, on a rotating basis, as many one (1) or two (2) week time slots as available. Time slots will be offered based on the standard work week, Monday through Friday.

(5) Open one (1) or two (2) week vacation time slots shall be made available for single day vacation picks.

(6) One (1) single day vacation pick will be allowed per week during a filled one (1) or two (2) week vacation time slot provided minimum staffing in the Fire Prevention Bureau is maintained at two (2) employees for that day.

(7) Single day vacation picks shall be in order of seniority on a rotating basis.

(8) Vacations may be cancelled after the fifteenth of January.

(9) After the fifteenth of January, vacation time will be granted on a first-come first-serve basis as approved by the fire marshal.

(10) The Fire Chief has the authority to approve additional vacation requests at his or her discretion.

2. Holidays

a. Fire Department suppression personnel shall be paid at the rate of 4.61 hours per pay period as holiday compensation. This pay shall be considered as base pay.

(1) New Year's Day
(2) Martin Luther King Day
(3) President's Day
(4) Memorial Day
(5) Independence Day
(6) Labor Day
(7) Veteran’s Day
(8) Thanksgiving Day
(9) Day after Thanksgiving Day
(10) Christmas Day

b. In addition to the above holidays, Fire personnel shall be given an additional eight (8) hours of pay in lieu of leave for each of the following holidays in the month in which they occur.

(1) Every day declared a legal holiday by the Mayor of Billings or the Governor of Montana.

(2) Every day in which a general State biannual election is held throughout the State of Montana.

c. Fire Department Day personnel shall be granted:

(1) If any of the aforementioned holidays fall on an employee's regularly scheduled day off, the employee will be granted a day off without loss of pay the adjoining day preceding or following the referenced holiday.

(2) The Employer reserves the right to determine the number of employees that are required to work on holidays for which the employee will be paid time and one-half (1 ½), in addition to their regular day's pay.

(3) Employees will not be charged vacation time for holidays that occur while on vacation.

3. Sick Leave

a. Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, pregnancy, or pregnancy-related illness, exposure to contagious disease that requires quarantine, or the necessary absence from duty to receive a medical or

dental examination or treatment.

b. Each employee shall earn sick leave credits from the first day of employment. Earned leave shall be credited for each pay period. There is no restriction on the number of sick leave credits that may be accumulated. Employees will not be paid for sick leave until they are continuously employed for ninety (90) days. Credits shall be earned according to the following schedule, but are taken/used at a rate equal to the actual number of hours that the employee is absent from work:
   (1) Uniformed day personnel (Bureau and Training Chief) - Sick leave credits are earned at the rate of ninety-six (96) hours per year.
   (2) Suppression personnel - Sick leave credits are earned at the rate of one hundred five (105) hours per year.

c. An employee who terminates employment with the city is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to their accumulated sick leave. The pay shall be computed on the employee's rate of compensation at the time of termination. Accrual of credits for calculating the lump-sum payment begins July 1, 1971. No employee forfeits any sick leave rights or benefits accrued prior to July 1, 1971. An employee who received a lump-sum payment, and who is again employed by the City, shall not be credited with any sick leave earned during the previous service. An employee who received a lump-sum payment as a result of a layoff, who is again employed by the city, may buy back all sick leave earned during the previous service at the rate of compensation at the time of the layoff.

d. Sick leave credits will be used on a first earned, first charged basis.

e. Abuse of sick leave is cause for dismissal and forfeiture of lump-sum payment.

f. An employee, during illness, must notify the shift supervisor on duty at least one (1) hour before the beginning of the shift, each day that they are sick.

g. A physician's certificate may be required by an employee's supervisor to substantiate a sick leave charge. Such required physician's certificate shall be furnished by the employer's physician at the employer's expense. The employer reserves the right to select the physician and schedule the appointment.

h. Authorized medical appointments of the employee shall be charged to sick leave. Each absence shall be reported separately and authorized in advance by the employee's supervisor.

i. Maternity leave may be charged against sick leave credits. Reasonable leave is a maximum of twelve (12) weeks, as defined under the Family and Medical Leave Act.

j. Sick leave charged in excess of earned sick leave may be charged to earned and available vacation leave at the employee's request. Reasonable Leave is a maximum of 12 weeks as defined under the Family and Medical Leave Act.

4. Family Leave
   a. Definition: Accrued leave credits are defined as sick leave or vacation leave at the employee's option.
   b. Maternity/Paternity Leave: For the birth or adoption of a child, the provisions of the Family and Medical Leave Act apply. Time off will first be charged against the employee's sick accruals until it is exhausted. Once sick accruals are exhausted, then the employee will have time off charged against vacation accruals. Leave Without Pay will not be authorized until all sick and vacation accruals are exhausted.
   c. Emergency Leave
      (1) In the event an employee's presence is required because of an emergency caused by a major illness or injury to an employee's immediate family member, the employee may use accrued leave credits, at employee's option, to be in attendance.
      (2) Emergency leave shall not exceed a total of seventy-two (72) hours per year for illness in the immediate family that is not an FMLA qualifying event. The Fire Chief or his designee may authorize additional vacation leave credits to be used.

(3) The immediate family shall include spouse, parents, grandparents, brothers, sisters, children, grandchildren, step-relatives, household dependents, and all the same relatives of the employee's spouse in like degree.
(4) The Chief or his designee may authorize the use of vacation leave for other circumstances as requested by the employee.

5. Funeral Leave
   a. In the event of a death in the immediate family, a regular employee shall be entitled to a maximum of seventy-two (72) hours to attend the funeral. Funeral leave may be charged to sick or vacation leave, at employee's option, if the employee is otherwise eligible to take sick or vacation leave.
   b. The immediate family shall include spouse, parents, grandparents, brothers, sisters, children, grandchildren, step-relatives, household dependents, and all the same relatives of the employee's spouse in like degrees.
   c. The Chief or his designee may authorize the use of vacation leave for other funerals as requested by the employee.
6. Unscheduled Leave
   a. The Fire Chief or their designee may authorize the use of vacation leave for other circumstances, beyond a person's control, as requested by the employee.
7. Jury Service and Subpoena
   a. Each employee who is under proper summons as a juror or subpoenaed as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Employer. Juror fees shall be applied against the amount due the employee from their Employer. However, if an employee elects to charge their juror or witness time against their annual leave, they shall not be required to remit their fees to the Employer. In no instance is an employee required to remit their Employer any expense or mileage allowance paid by the court. Employees shall not lose accumulative benefits because of juror or witness service.
   b. Each employee who is under subpoena as a witness for matters concerning the Employer, and that employee is off duty, the employee's time shall be treated the same as Call Back Pay with the time starting when the employee is required to be in court or for preparation time for that case.
8. Military Leave
   a. Any employee who is a member of the organized National Guard or forces of the United States Army, Navy, Marine Corps, Air Force, Coast Guard, or Space Force shall be given leave of absence with pay, after six (6) months of employment, for attending regular encampments, training cruises, and similar training programs, not to exceed 120 hours per calendar year under military orders properly issued by military authorities. Such absence shall be charged against training cruises and similar training programs.
   b. Inactive duty training (IDT) weekend drills are documented by training schedules rather than orders, however, the right to time-off for training without loss of benefit applies for IDT as well as active-duty training and annual training. Reservists and Guardsman shall be given the opportunity to take vacation time to fulfill their IDT requirements. Personnel shall provide the Employer with their military training schedule.
   c. Military leave may not be charged against the employee's annual vacation time. In addition, unused military leave must be carried over to the next calendar year but may not exceed a total of 240 hours in any calendar year.
9. Leave Without Pay
   a. Employees may request to take leave of absence without pay for good and sufficient reasons in the best interest of the City with prior approval of the Fire Chief and the City Administrator.
   b. Requests for leave of absence without pay shall be submitted in writing by the employee to the Fire Chief or their designee.

10. General Provisions
    a. An employee may not accrue any leave credits during a continuous leave of absence without pay, which exceeds fifteen (15) calendar days.
    b. All leaves covered under this Article must have prior notification and approval of the employee's supervisor.
    c. For the purpose of calculating vacation and sick leave credits, 2080 hours shall equal one year for Uniformed Day Personnel and 2272 hours shall equal one (1) year for Suppression Personnel.
    d. All leaves covered under this work agreement shall be charged to the nearest one-quarter (1/4) hour.
11. Attendance Incentive
    a. Employees will be provided with up to twenty-four (24) hours of additional vacation time per year depending upon the employee's attendance record. The amount of the Incentive to be awarded will be calculated at the end of each calendar year. The maximum of twenty-four (24) hours will be reduced, hour by hour, for each hour of sick leave the employee has used during each full calendar year of employment. The amount of incentive will be pro-rated for employees hired during the year.

B. Insurance(s)

1. Health and Accident Insurance
    a. Contribution changes to the City's Health Insurance Plan shall be shared equally (50%/50%) between the employees and the City. Contribution changes can be either increased or decreased. Contribution adjustments can be either in dollars contributed or in modifications to the plan benefits. All modifications shall be with the approval of the Insurance Committee. It is the intent of the Committee to reach the consultant recommended reserve level over a period of time.
    b. Billings Health Insurance Committee: The City of Billings has an established Health Insurance Committee to maintain a group health insurance plan for employees of the City of Billings and their dependents. The committee shall consist of 15 members appointed as follows:
        (1) Three members of each employee union are appointed by each union.
        (2) Six members are appointed by the City Administrator. One member shall be a retired city employee currently covered by the city health insurance plan.
    c. The Committee will manage the City Health Insurance Plan and report directly to the City Administrator. The committee shall meet at least quarterly to:
        (1) Review the existing city group health insurance plan;
        (2) Review the claims experience, projections and plan problems;
        (3) Maintain the plan on a sound actuarial basis;
        (4) Be solely responsible for all changes in plan design, administrators or carriers;
        (5) Establish Plan premium rates and cost sharing by both the City and the employees;
        (6) Advise the City Administrator on all other group insurance matters;
        (7) Decisions will be made by a simple majority vote where all members have one vote and can vote by absentee ballot.
    d. Coverage shall be extended to all insurable employees and their insurable dependents, following the period of exclusion provided by the terms of the master insurance policy. All employees and dependents' participation and coverage shall be solely governed by the terms and conditions of the master insurance contract as signed by the City and the insurance carrier. Coverage shall be extended to only those employees while in an active pay status. Employees on an approved absence without pay may elect to continue their group coverage by directly paying the city the total premium cost during their absence.
    e. The dollar amount of the City's portion of the monthly health insurance premium (not

including dental, vision, disability or life insurance) shall be added to employee gross pay effective January 1, 2009, subject to the limits described here. The purpose of adding the City's portion of the health insurance premium amount to gross pay is solely to increase the employee's pay for calculating retirement contributions by the employer, employee and state. The higher gross pay and retirement contributions are expected, but are not guaranteed, to produce a retirement benefit that is greater than without this additional gross pay. The employee recognizes that the added gross pay and their required retirement contribution may reduce net pay and may have tax implications. Adding the City's portion of the health insurance premium to gross pay for retirement purposes only does not affect and shall not be included in the computation of any other pay or benefits or the calculation of any rate of pay, including but not limited to the regular hourly rate, any cost-of-living increase, overtime, longevity, special certification pay, holiday pay, standby, callback, higher classification and special assignment pay.

f. Employees are required to purchase the City's health insurance. Employees shall contribute the employer's share of the health insurance premium, in the dollar amount identified below, and the employee's share of the health insurance premium to the City for deposit in the health insurance fund. If the employee elects, the contribution may be made before local, state or federal taxes are deducted from the employee's gross pay (pre-tax contribution). If the employee does not make this election, the contribution will be made after appropriate taxes are withheld from gross pay (post-tax contribution).
g. Regardless of tax treatment under IRC Section 125, the employer's portion of the health insurance premium that is being added to gross pay may cause the employee to pay additional taxes, fees or assessments as required by federal or state laws or regulations. Those taxes, fees or assessments may include but are not limited to unemployment insurance, workers compensation insurance and Medicare tax.
h. At the time of the annual Section 125 election, each employee shall acknowledge in writing that 1) the employer paid portion of the health insurance premium is being added to gross pay solely to increase the employee's pay for calculating retirement contributions by the employer, employee and state ("added gross pay"); 2) the employee recognizes that the added gross pay and their required retirement contribution may reduce net pay and may have tax implications; 3) adding the City's portion of the health insurance premium to gross pay for this retirement purpose only does not affect and shall not be included in the computation of any other pay or benefits or the calculation of any rate of pay, including but not limited to the regular hourly rate, any cost-of-living increase, overtime, special certification pay, holiday pay, standby, callback, higher classification and special assignment pay; 4) the added gross pay may subject the employee to additional federal, state or local taxes, fees or assessments; and (5) the added gross pay and increased retirement contributions are expected, but are not guaranteed, to produce a retirement benefit that is greater than without this additional gross pay.
i. The Association and City agree that the amount of the employer paid health insurance contribution is applied to an employee's gross pay for retirement purposes only.
j. For the remainder of this agreement, the City shall continue to contribute their portion of the premium not to exceed fifteen percent (15%) over the previous year's premium. All conditions and restrictions set out in this section, Article VII, Section B, Subsection1e apply regardless of the dollar amount of the City's portion of the premium.
k. If any change in local, state or federal laws, regulations, determinations or rulings change the employer's costs or invalidates the intent or application of this provision, it will immediately terminate and the Employer and Association shall meet and attempt to negotiate a new provision that complies with the changed laws or regulations. The Association and employees agree that any grievance involving this section, Article VII, Section B, Subsection 1e, the contribution as set forth herein or any effects of the

contribution shall be subject to the grievance process set out in this agreement and shall be subject to final and binding arbitration. The Association specifically waives the right to address the substance and effect of this Article in any other forum in law or in equity except if an arbitration decision deems the grievance process to be inappropriate to resolve the dispute.

2. As per state law, entitled, "An Act to Provide Group Health Coverage for Retired Public Employees and Their Surviving Spouse and Children."

C. On Duty Injury Leave

a. Health and Accident Insurance Coverage. An employee who is injured in the performance of duty and is receiving a combination of partial salary and worker's compensation payments shall be afforded the current level of health insurance coverage for city employees provided in the City of Billings Employees Insurance Plan until the disability has ceased, as determined by worker's compensation or for a period not to exceed one year, whichever occurs first. To qualify for full health insurance benefits the employee must require medical or other remedial treatment and must be incapable of performing their duties as a result of the injury.

D. Education Benefits

1. Tuition Reimbursement.
   a. The City will provide $25,000 for each year of the contract to support employees wishing to pursue higher education. Any employee matriculated into a program of higher education at an accredited U.S. college or university shall be reimbursed tuition based on available funds, for all course(s) and books approved by the Joint Labor Management Committee. The Joint Labor Management Committee will review each request upon the employee furnishing evidence of satisfactory completion ("C" or better; pass) of course(s) within thirty (30) days of completion. The Joint Labor Management Committee shall award educational reimbursement based on funds available and the relevance of the degree sought compared to the department's mission. The Joint Labor Management Committee will distribute available education funds in a fair and equitable manner. If an employee receives benefits under this Section and resigns prior to the completion of their fifth (5th) year of service, all educational benefits must be repaid to the city. If an employee receives more than the Federal IRS Guidelines for tuition reimbursement, then the amount in excess is taxable (the Current IRS Tax Free amount is $5,250.00 but subject to IRS provision changes).
2. Degree Incentive
   a. An employee shall receive $25 per pay period for holding an Associate's degree or $50 per pay period for holding a Bachelor's degree. The degree must be from an institution of higher learning recognized as accredited in the United States. If an employee holds both an Associate's and Bachelor's degree, they shall receive pay for the higher degree only.

E. Deferred Compensation

a. With the exception of initial probationary firefighters, the City will contribute $36.54 per pay period (26 pay periods per year) for each employee into a deferred compensation (457) plan. Beginning July 1, 2027, with the exception of initial probationary firefighters, the City will contribute $40.00 per pay period (26 pay periods per year) for each employee into a deferred compensation (457) plan. If an employee leaves employment with the city, then the 457 contributions will be discontinued with the employee's final date of employment.

Contributions will be made by the city on each employee's behalf to Nationwide.

ARTICLE VIII - WORKING CONDITIONS

A. Layoffs

1. Reductions in force shall be in order of seniority within the department; that is, the employee last hired in the department shall be the first released. Employees who are scheduled to be released shall be given at least fourteen (14) calendar days' notice. All recalls of employees to employment shall likewise be in order of seniority within the department in which employed; that is, the last employee released as a result of a reduction in force, shall be the first rehired when the Employer needs additional employees. It shall be the employee's responsibility to maintain a current notification address on record with the Fire Chief or their designee. The **ASSOCIATION** shall also be notified in advance of all recall actions. An employee who is notified to report to duty but fails to notify the Employer within fourteen (14) calendar days of his intention to report to work shall forfeit his right to re-employment.

B. Association Bulletin Boards

1. The Employer agrees to provide suitable space for Association bulletin boards. Postings by the Association on such boards are to be confined to official business of the **ASSOCIATION**.

C. Shift Trading

1. Upon approval of the Battalion Chief and Captain, subject to review by the Fire Chief or his designee, any employee will have the right to exchange shifts or trade time with any other qualified employee. The practice of exchanging shifts or trading time will be a voluntary program by the employees in order to permit an employee to absent themselves from work to attend purely personal pursuits. When an employee is absent from work under the exchange of shift policy, no other employee will be paid for working out of classification or overtime pay as a result of the exchange.
2. Shift trades between personnel from different divisions, such as Suppression and the Fire Prevention Bureau require approval, in advance, by the Fire Chief.

D. Uniform Allowance

1. The clothing allowance for Fire Suppression and Day personnel shall be six hundred fifty dollars ($650.00) per year. New recruits shall be given six hundred fifty dollars ($650.00) for their first clothing allowance.
2. Changes in uniform style or requirement shall not be made during the terms of this agreement, unless mutually agreed upon by the **ASSOCIATION** and the Chief.
3. All working uniforms shall be of wash and wear variety with the approval of the Fire Chief.
4. Clothing allowance as set by this section shall be paid to the **ASSOCIATION** by August 1st of each year.
5. All newly confirmed firefighters will be provided, on a one-time basis, one Dress Uniform, one matching pair of pants and one "Class A" hat.
6. Every new association member will be provided wild land firefighting boots as part of their initial protective gear ensemble.
7. The employee is responsible for any applicable taxes associated with the provision of the items above.

E. Physical Examinations

1. Fire Department personnel may elect to undergo an annual physical by the city physician at no cost to the employee. This physical examination will be conducted by the designated Fire Department physician and scheduled by the employee. Physical examinations will be scheduled on the employee's day off.
2. The first physical after entrance exam shall include an electrocardiogram.
3. All personnel will receive a chest x-ray if determined to be needed by the physician contracted for service by the **EMPLOYER**.
4. An audiology test will be provided annually to uniform Fire Department personnel.
5. Employees must be able to physically and mentally perform the duties of the position. Any action taken by the **EMPLOYER** in connection with this provision, including termination, shall be upon the recommendation of the City physician and the Fire Chief.
6. The employee shall be afforded a copy of their medical records upon request of the City's physician.
7. The employee may obtain a second medical opinion at their own expense if the City's physician's report may affect their employment status. The employee reserves the right to select the physician furnishing the second opinion and shall be afforded a pre-termination hearing.
8. The Employer shall provide all **ASSOCIATION** members with vaccinations for Hepatitis B, and subsequent booster inoculations.
9. A prostate specific antigen exam will be provided annually to all uniformed Fire Department personnel over the age of 50, and at age 45 for all personnel with a family history of prostate cancer.

F. General Provisions

1. The Employer shall provide to employees on duty:
   a. Initial badge and name plates as required by the Fire Chief.
   b. Items to maintain stations, including necessary soap and towels for dormitories as required.
   c. Furnish meals as necessary on a call-out of four (4) hours or more.
   d. Kitchen facilities for preparing meals.
   e. From the date of this contract forward, any new or replacement firefighting equipment and protective clothing as required by the National Fire Protective Association: 1500 will be supplied to firefighters on duty by the Employer.
   f. The Employer agrees that present parking facilities shall remain for the term of this Agreement; and those employees, with the approval of the supervisor, may work on their personal autos and other personal equipment during alarm time.

G. Just Cause

1. This section does not apply to initial probationary firefighters.
2. No employee shall be disciplined, suspended, or dismissed, except for justifiable cause.
3. Disciplinary Procedures. The following disciplinary procedures shall be followed in all cases where the seriousness of the infraction may warrant discharge, demotion, or suspension. These procedures may be followed, at the discretion of the **EMPLOYER**, in other cases.
   a. Employees may be disciplined or discharged for just cause. For other than serious infractions, discipline should be applied at progressive and escalating levels. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, the severity of the offense, and the employee's prior record of discipline.
   b. Disciplinary actions or measures may include the following:
      (1) Oral reprimand;

(2) Written reprimand;
(3) Suspension without pay;
(4) Demotion;
(5) Discharge.

c. The provisions of this section shall not prevent the Employer from ordering any other remedial action.
d. Prior to the imposition of suspension without pay, demotion, or discharge, the employee shall be informed in writing of the charges against their, of the possible disciplinary actions that may be taken, and of the time, date and place at which the employee will be given the opportunity to respond to the charges. The hearing will be held no sooner than seven (7) business days after the Notice of Intent to Take Disciplinary Action. The employee shall be required to sign the written record of discipline as an acknowledgment that they have read the contents of the document.
e. The **EMPLOYER** may use administrative leave with pay pending the final decision as to imposition of discipline.
f. The employee and the employee's representative with the employee's written authorizations shall have the right to inspect the full contents of their personnel file. No written reprimand or other written record of imposition of any disciplinary action may be placed in an employee's personnel file unless both the employee and the **ASSOCIATION** have received written notice of discipline. The employee shall be required to sign the written record of discipline as an acknowledgment that they have read the contents of the document.
g. Any disciplinary notices/letters issued shall be considered in effect for a period of 24 months after issuance.
h. No employee shall be demoted except for just cause. Any employee who has been demoted will be eligible for promotion six (6) months from the date of demotion. Any demotion shall not cause any loss in departmental seniority.

H. Business by Union Representatives

1. The **EMPLOYER** agrees that accredited representatives of the International Association of Fire Fighters or the Montana State Council of Professional Firefighters shall have full and free access to the premises of the **EMPLOYER** at all times with the approval of the Chief. The Employer shall provide shift coverage for the Negotiating Team (the team shall consist of no more than 6 members) to attend negotiation sessions, mediation, fact-finding meetings, arbitration hearings, Joint Labor Management Committee (JLMC) meetings, and appointed Insurance Committee members.
2. The Employer shall provide two (2) hours during recruit training for a Union Representative to present a new member orientation with any new firefighter.
3. Coverage is for on-duty members only.
4. Recruit Firefighter Interviews: All candidates will be evaluated by a panel made up of both City and Association representatives. The Fire Chief or their designee will appoint representatives of the City. The Association shall appoint up to three (3) members to have on the interview panel. The Association shall be notified at minimum fifteen (15) business days in advance of the interviews. The Association shall give notice to the City of their representatives five (5) business days before the interview. Association representatives that are regularly scheduled to be on shift shall be backfilled by the City.
5. Recruit Firefighter Evaluations: Employer shall pay up to a total of 96 hours of compensation between two Association members for Academy evaluations.

I. Job Posting Notification

1. The **EMPLOYER** agrees to post notice of all vacancies of positions normally assigned by the Fire Chief. A copy of the notification will be posted on all Department bulletin boards or published by distribution of Fire Department Informational Notices.

J. Promotional Priority Procedure –

On or prior to February 1 of each year, the promotional priority schedule for all grades below Battalion Chief shall be posted. The promotional priority schedule shall be the Master Work Roster.

1. Promotion Requirements - For promotion to the grades listed below, candidates must meet the listed requirements for each grade.
   a. **FIREFIGHTER:** All new uniformed members of the Billings Fire Department who have satisfactorily completed their probationary period shall be classified as Firefighter.
   b. **FIREFIGHTER 1:** All Firefighters who have completed a minimum of 18 months of satisfactory service with the Billings Fire Department and have been departmentally certified as having completed the NFPA standards for Firefighter 1.
   c. **FIREFIGHTER 2:** All Firefighter 1's who have completed 30 months of satisfactory service with the Billings Fire Department and have been departmentally certified as having completed the NFPA standards for Firefighter 2.
   d. **ENGINEER**: Firefighter 2's or above rank who have satisfactory service with the Billings Fire Department and have passed the required IFSTA Manuals and completed the Engineer Development Program (EDP). The EDP course shall be offered to members by seniority, starting with the most senior member each time the course is offered.
      (1) theirPumping Apparatus Driver/Operator
      (2) Aerial Apparatus Driver/Operator
   e. **CAPTAIN:** Firefighter 2's or above rank who have satisfactory service with the Billings Fire Department and have passed the required IFSTA Manuals and completed the Officer Development Program (ODP). The ODP course shall be offered to members by seniority, starting with the most senior member each time the course is offered.
      (1) Building Construction
      (2) Company Officer
2. Promotion requirements for Battalion Chief, Training Chief, and Fire Marshal.
   a. **BATTALION CHIEF:** The position of Battalion Chief shall be selected from personnel who have been promoted to the rank of Captain.
   b. **TRAINING CHIEF:** The position of Training Chief shall be selected from personnel who have completed five (5) years' satisfactory service with the Billings Fire Department and who are qualified to be Captain.
   c. **FIRE MARSHAL:** Shall have at least five (5) years of service in the Billings Fire Prevention Bureau and be ICC Fire Inspector II Certified. The Fire Marshal shall obtain ICC Certified Fire Marshal certification within one (1) year from the date of promotion. If the employee does not achieve the certification, then his or her base salary will be frozen at their current grade and step until certification is achieved. If the Fire Marshal's rate has been frozen, then the date certification is achieved will become the employee's promotional anniversary date for step increases.
   d. **ASSISTANT CHIEF:** The position of Assistant Chief is not represented by the Association; however, Management and the Association agree that the Association shall have two (2) appointees chosen by the Association on the selection committee for Assistant Chief.
3. Special Assignment
   a. The positions of Assistant Fire Marshall and Deputy Fire Marshall shall be considered as an assignment by the Chief.
      (1) As vacancy occurs

(a) A Deputy Fire Marshal is expected to serve in that position for a minimum term of two (2) years and until a vacancy occurs in Suppression Division, which allows Suppression personnel of every rank, specifically Firefighter, Engineer, and Captain, to apply for the Deputy Fire Marshal position. At that time, a DFM may submit a letter to the Fire Chief and Fire Marshal requesting reassignment. Upon submission, the Fire Chief, or their designee, shall have 10 business days to post a job position opening for the vacancy of Deputy Fire Marshal. The position opening shall be posted for a minimum of two (2) weeks. In the event the position remains unfilled, the position shall be posted for an additional two (2) weeks. In the event the position is still unfilled, the City shall have the right to open this position to qualified candidates outside of the Billings Fire Department who meet the equivalent position requirements including, but not limited to, fire service experience, ICC Fire Inspector 1, and education/training benchmarks as described in the job description. In the event a candidate from outside of the Billings Fire Department is assigned to this position, their seniority shall be equal to their actual service time with the Billings Fire Department.

(b) Assistant Fire Marshal Eligibility Requirements: Shall have at least three (3) years of service in the Billings Fire Prevention Bureau and be ICC Fire Inspector II certified. The Assistant Fire Marshal shall obtain ICC Fire Plans Examiner certification within one (1) year from the date of assignment. If the employee does not achieve the certification, then his or her base salary will be frozen at their current grade and step until certification is achieved. If the Assistant Fire Marshal's rate has been frozen, then the date certification is achieved will become the employee's promotional anniversary date for step increases.

(c) The position of Assistant Training Chief shall be selected from personnel who have completed three (3) years satisfactory service with the Billings Fire Department, and who are qualified for Firefighter II at Step F. The position vacancy shall be posted for a minimum of two (2) weeks. In the event the position remains unfilled, the position shall be reposted for an additional the event the position is still unfilled, the City shall have the right to open this position to qualified candidates outside of the Billings Fire Department that meet the equivalent position requirements including but not limited to fire service experience, and education/training benchmarks as described in the job description. In the event a candidate from outside of the Billings Fire Department is assigned to this position, their seniority shall be equal to their actual service time with the Billings Fire Department. The Assistant Training Chief may return to suppression as per ARTICLE VI – HOURS OF WORK AND COMPENSATION, L.

4. General Conditions
   a. Initial probationary period for Recruit Firefighters shall be 9 months from date of hire to include academy time with no extension of probation.
   b. All promotions shall be made permanent upon satisfactory completion of a six (6) month probationary period. The Fire Chief has the right to extend the probationary period for up to an additional six (6) months. During the probationary period, and any extension of that period, the Fire Chief has the right to demote an individual to their previous position under Article VIII, G. Just Cause, Disciplinary Procedure.
   c. CAPTAINS: All candidates for Captain shall be evaluated by Battalion Chiefs. This information shall be used as part of the six (6) month probationary evaluation.
   d. All promotions through Firefighter 2 shall be made as soon as the individual fulfills all qualifications. All other promotions shall be made expeditiously and as soon as possible after a vacancy occurs. Satisfactory service shall be based upon last year's performance evaluations and the individual's personnel file.

e. Failure to attain Firefighter 2 prior thirty-six (36) months of employment shall be grounds for disciplinary action.
f. If more promotions are needed than can be made under the provisions of this procedure, selected requirements may be waived subject to the agreement between the representative of Local 521 and the representative of the City.
g. Courses of instruction and materials containing the necessary information shall be provided to all personnel during work assignment periods, prior to giving tests used to determine eligibility for placement on the promotional priority schedule.
h. Engineers shall drive and operate engines. Only qualified personnel shall drive and operate water tenders and brush rigs. Qualified Captains shall be in charge of and may operate the aerial equipment in the absence of a qualified engineer. The Captain is in charge of company operations.

5. Qualification Evaluation - Selection for inclusion on the promotional list for Engineer and Captain shall be determined from those qualifications as follows:
   a. The promotional priority schedule shall list passing employees in order of seniority. (The employee with the most seniority first, the employee with next most seniority second, etc.), except in cases of demotion. Any employee who was promoted and subsequently demoted during their probationary period must wait six (6) months from the date of demotion before they may again be promoted. All promotions for Engineer and Captain shall be made in accordance with this list.
   b. BATTALION CHIEFS, TRAINING CHIEF AND FIRE MARSHAL: All candidates shall be evaluated by a promotional board consisting of three (3) members appointed by the Fire Chief and three (3) members appointed by the **ASSOCIATION**. This board will develop a list of three (3) candidates. The Fire Chief must select the Battalion Chiefs, Training Chief, and Fire Marshal from the list of three (3) candidates presented by the Promotional Board. If the promotional board is unable to develop a list of three (3) candidates, then the position will be advertised again for a minimum of two (2) weeks. If after two (2) weeks the promotional board is still unable to develop a list of three (3) candidates, the Chief has the right to promote a qualified member of the Billings Fire Department that meets all the requirements for that position.
6. Grandfather Provision - Changes in the promotional priority procedure shall not affect the qualification requirement for those who have been promoted or who have completed the requirements for the next promotion or grade prior to the approval of this contract.

K. Forfeiture of Vehicle and Maintenance Work

1. Members of IAFF Local 521 shall no longer perform maintenance or repair of any Fire Department vehicles or equipment while on duty. This shall include but is not limited to; Fire Department apparatus, fleet vehicles, small engines, mobile radios, emergency lighting and electrical systems, apparatus buildup, retrofit or fabrication of new or existing apparatus and equipment, lubrication and maintenance of aerial devices, annual pump testing, station generators and compressors.
2. Local 521 agrees to perform daily, weekly and monthly apparatus checks consistent with current check sheets as of this date excluding the lubrication of aerial apparatus waterway and ladder.

L. Random Drug/Alcohol and Reasonable Suspicion Policy

1. The Employer and the Association agree to promote the health, safety, and welfare of its employees and the community by maintaining an alcohol and drug-free workplace. The Employer will conduct random drug and alcohol testing of all firefighters of the Billings Fire Department in accordance with the Workforce Drug and Alcohol Testing Act of the

Montana Code Annotated and the written policies issued by the Employer.

M. Tobacco

1. Compliance with MCA 7-33-1901 et seq. is mandatory; reporting and testing to meet that requirement is beneficial for firefighter health and safety as well as city compliance with Montana Code. Employee violation of MCA 7-33-1901 et seq. shall fall under the provisions of progressive discipline procedures as outlined in Article VIII, Section G, Subsection 2.

N. Voluntary Physical Fitness Program – Pack Test:

1. The purpose of this program is to promote physical fitness. Employees may voluntarily participate in the physical fitness testing process. The test shall consist of the nationally recognized standard associated with the wildland firefighting physical test known as the Pack Test.
2. The Pack Test will be administered in the spring and fall as scheduling and equipment permit. A one (1) time payment associated with successful completion of the Pack Test will be awarded annually during the first pay period in December of each year in the amount of $300.00.
3. Fire Department employees who volunteer for the Pack Test must complete the test each calendar year to be eligible for the physical fitness compensation benefit.
4. The Pack Test shall be the recognized test parameters associated with the physical fitness program. The following protocol applies to the physical fitness Pack Test:
   a. The "Arduous" level test is a 3-mile hike/walk with a 45 –pound pack and must be completed in 45 minutes or less to pass the test.
   b. Testing shall be continuously monitored by the Training Chief or their designee.
   c. No Jogging or running is permitted.
   d. The test is Pass/Fail only.
   e. All packs will be weighed before and after the test.
   f. Testing will be monitored by the Training Chief or their designee, and any problems shall be brought to the Training Chief's attention.
   g. The Fire Chief may, upon request, accept a Pack Test taken by an employee if it is administered by another governmental agency. The employee must provide the Billings Fire Chief with a written request in advance of the test, which includes written verification from the administering agency that its Pack Test complies with all the requirements set forth in this section. The Billings Fire Chief will then either approve or deny the request. If approved, it is the employee's responsibility to promptly provide the Billings Fire Chief with written verification of the details of the test and whether they passed.

ARTICLE IX - ASSOCIATION MANAGEMENT COMMITTEES

A. Joint Labor Management Committee

1. There shall be a Joint Labor Management Committee that will use the Interest-Based problem-solving process trained by a Montana Board of Personnel agent. These meetings will be scheduled quarterly, with an option to cancel such meetings by mutual agreement. If facilitation is needed, then the request will be made to the Montana Board of Personnel Appeals. Recommendations will be made by consensus. If the parties are unable to reach consensus, then the issue shall exit the Committee, and each party will have the same rights and obligations related to the issue that each had prior to the issue being submitted to the

Committee.

B. Promotion Committee

1. The **EMPLOYER** and **ASSOCIATION** agree that its designated representatives shall meet to discuss the promotional priority procedure. Such meetings shall provide the parties with a forum to explore new concepts that may enhance the current promotional priority procedures. The discussions of the committee shall not be binding on either party and shall not commit the **EMPLOYER** or **ASSOCIATION** to any specific proposal should the parties mutually agree to bargain collectively concerning the promotional priority procedure in the future.

C. Officer Development Program Committee

1. There shall be an Officer Development Program (ODP) Committee composed of the following positions or their designees: Fire Chief, Assistant Fire Chief, Training Chief, Battalion Chief, Fire Marshal, and a representative from the **ASSOCIATION**. The Committee is directed to study, formulate, substantiate, recommend and oversee the training/educational program for the Officer Development Program. Decisions made by the committee shall be by consensus. If parties are unable to reach consensus, then the matter shall exit the Committee, and each party will retain its initial rights and obligations related to the matter.

D. Engineer Development Program (EDP) Committee

1. There shall be an Engineer Development Program (EDP) Committee composed of the following positions or their designees: Fire Chief, Assistant Fire Chief, Training Chief, Battalion Chief and Fire Marshal and a representative from the Association. The Committee is directed to study, formulate, substantiate, recommend, and oversee the training/educational program for the Engineer Development Program. Decisions made by the committee shall be by consensus. If parties are unable to reach consensus, then the matter shall exit the Committee, and each party will retain its initial rights and obligations related to the matter.

ARTICLE X – Crisis Response Unit (CRU)

For the terms of this agreement, the CRU employees shall be covered under Article XII. Unless specified otherwise in this Article, all other rights granted in the CBA shall apply. The ASSOCIATION and EMPLOYER agree that this position is new and problems that arise should be addressed in the agreed upon JLMC process.

A. Work Schedule

1. CRU employees shall work a 12-hour workday on the following schedule consisting of a 14-day work cycle that repeats at the end of each pay period: resulting in 84 hours per pay period, or 2184 hours per year.
    a. Two (2) 12-hour workdays;
    b. Two (2) consecutive days off;
    c. One (1) 12-hour workday;

d. One (1) day off;
e. One (1) 12-hour workday
f. Two (2) consecutive days off;
g. Two (2) 12-hour workdays;
h. One (1) day off;
i. One (1) 12-hour workday;
j. One (1) day off.

2. The workday for CRU employees shall include a sixty (60) minute lunch break and a fifteen (15) minute morning and afternoon break. It shall also include a sixty (60) minute end-of-shift period to be out of service to complete paperwork and reporting.

B. Compensation

1. Pay Status: All employees covered by this agreement are non-exempt hourly employees as defined by the FLSA. As such, all employees shall be paid for all hours worked and for approved paid leave hours.
2. Wages: See Exhibit A

C. Overtime Pay

1. CRU employees are not qualified for the FLSA 7K exemption and are entitled to overtime pay at the normal 40 hour per week timeframe at one and one half (1 ½) time.

D. Vacation Leave

1. Each employee shall earn vacation leave credits. Earned leave shall be credited for each pay period. Employees are not entitled to use any paid vacation leave until employed for at least six (6) months. Credits shall be earned according to the following schedule but are taken/used at a rate equal to the actual number of hours that the employee is absent from work.
2. CRU Vacation accrual
   a. 0 through 10 years 126 hours/yr.
   b. 11 through 15 years 151 hours/yr.
   c. 16 through 20 years 176 hours/yr.
   d. 21+ years 202 hours/yr.
3. This CRU schedule is calculated as follows and the calculation method shall be used for the number of scheduled hours per calendar year, regardless of the number of hours actually worked: number of vacation leave credit days earned according to Montana Code, 2-18-612 MCA (2005); multiplied by 8 hours per day; divided by 2080; multiplied by 2184 and rounded to the nearest whole hour.
4. Vacation selection shall be by mutual agreement between the ASSOCIATION and the EMPLOYER

E. Holidays

1. CRU Employees are entitled to all holidays listed in ARTICLE VII, Section A, Subsection 2(a).
2. CRU Employees working on holidays shall be paid at one and one half (1 ½) time for all hours worked.

F. Shift Trading

1. CRU Employees shall be allowed to shift trade within the CRU workforce.

G. Pre-Employment Physical

1. CRU Employees will be given the same pre-employment physical that suppression personnel receive.

H. Pension

1. CRU Employees shall be sworn members of the Billings Fire Department and as such shall be enrolled in FURS.

I. Probationary Period

1. CRU Employees' probationary period shall be 6 months.

J. CRU Required Certifications

1. Probationary job requirements must be completed within 6 months from date of hire.
    a. Mental Health First Aid
    b. Crisis Intervention Training
2. Continuing job requirements below must be completed within 18 months from date of hire.
    a. Community Integrated Healthcare Worker
3. Job requirements enacted by state or federal law shall be added as necessary, to comply with billing and reimbursement requirements and addressed through JLMC.

ARTICLE XI - CITY SECURITY

The ASSOCIATION agrees to the essential nature of service provided by its members in protecting public safety. In recognition of this fact, the ASSOCIATION agrees that there shall be no work interruptions, slowdowns, or strikes at any time during this Agreement. In the event of unauthorized interruptions, the ASSOCIATION agrees it will join the EMPLOYER in requiring its members to return to work immediately. The EMPLOYER agrees that there shall be no lockout of employees during the life of this agreement.

ARTICLE XII - TERMS OF AGREEMENT AND NEGOTIATIONS

This Agreement shall become effective on the 1st day of July 2026 and continue in full force and effect through the 30th day of June 2029. Either party may open any portion or all of the contract for negotiation of the next contract by giving the other party notices of its desire to modify the Agreement on or prior to April 1, 2029. Such notification shall include the desired modification(s) for the party to review such proposed changes prior to the first negotiation session. Existing wages, hours, and other conditions of employment rising out of this Agreement shall not be changed by the action of either party without the consent of the other during the negotiation, mediation, fact-finding, or arbitration of the next contract. Any additional cost of maintaining the items listed in this paragraph, after the expiration of this Agreement, shall be figured in the financial settlement of the next Agreement.

The parties may mutually agree to engage in collective bargaining with respect to a particular subject or

matter covered or not covered in this Agreement.

If any provision of this Agreement is declared invalid by any court, only that provision declared invalid shall be affected and all other provisions shall remain in full force and effect. Any ordinance enacted during the term of this Agreement shall not abridge, abrogate, or alter any of the terms of this Agreement.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that all the understandings and Agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective and duly authorized officers and representatives, have hereto set their hands and seals on this __ day of __, 2026.

CITY OF BILLINGS

MIKE NELSON, MAYOR

_____

DENISE R. BOHLMAN – CITY CLERK

_____

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
IAFF LOCAL 521

JAKE WILKINS – PRESIDENT

_____

LEVI VANDERSLOOT – VICE PRESIDENT

_____

CHRIS PETERSON – SECRETARY / TREASURER

_____

SHAWN O'BRIEN– FINANCE OFFICER

_____

DYLAN FIGG – OFFICER AT LARGE

_____

JOHN EHRLICK – MEMBER OF THE NEGOTIATION TEAM

_____

Grade	Rank	Step	26-27	27-28 (3%)	28-29 (3.5%)	
F72	CRISIS RESPONSE UNIT	Prob (1)	$25.1573	$25.9121	$26.8190	
		Step 2	$26.4153	$27.2077	$28.1600	6 mos
		Step 3	$27.7360	$28.5681	$29.5680	18 mos
				$0.0000	$0.0000	
F77	FIREFIGHTER	Prob (A/1)	$25.6233	$26.3920	$27.3157	
		FF (D/4)	$30.2911	$31.1998	$32.2918	6 mos
		FF1 (E/5)	$31.4840	$32.4285	$33.5635	18 mos
		FF2 (F/6)	$33.0085	$33.9988	$35.1887	30 mos
		FF3 (G/7)	$35.5958	$36.6636	$37.9469	42 mos
F87	ENGINEER	F (6)	$39.2326	$40.4096	$41.8239	
		G (7)	$40.4271	$41.6399	$43.0973	
G03	CAPTAIN	F (6)	$44.7476	$46.0901	$47.7032	
		G (7)	$48.1860	$49.6316	$51.3687	
218	BATTALION CHIEF	F (6)	$53.0345	$54.6255	$56.5374	
		G (7)	$55.6132	$57.2816	$59.2865	
G13	DEPUTY FIRE MARSHAL	B (2)	$41.0788	$42.3111	$43.7920	
		C (3)	$46.5139	$47.9093	$49.5861	
		D (4)	$48.3529	$49.8035	$51.5466	
		E (5)	$50.7950	$52.3188	$54.1500	
		F (6)	$53.3294	$54.9293	$56.8518	
		G (7)	$55.4475	$57.1109	$59.1098	
G16	ASST. TRAINING CHIEF	B (2)	$43.4472	$44.7506	$46.3168	
		C (3)	$45.6195	$46.9881	$48.6327	
		D (4)	$47.9005	$49.3375	$51.0643	
		E (5)	$50.9018	$52.4288	$54.2638	
		F (6)	$55.4643	$57.1282	$59.1277	
		G (7)	$56.6263	$58.3251	$60.3665	
G17	ASST. FIRE MARSHAL	F (6)	$53.9516	$55.5702	$57.5151	
		G (7)	$57.1555	$58.8702	$60.9306	
G28	FIRE MARSHAL TRAINING CHIEF	F (6)	$60.1675	$61.9725	$64.1415	
		G (7)	$63.1555	$65.0501	$67.3269	

Paramedic Pay: 8% of F77/D

EXHIBIT B

HIGHER CLASSIFICATION PAY

Code	Description	7/1/2023	7/1/2024	7/1/2025
HFE	Firefighter to Engineer	3.3282	3.428	3.5309
HFC	Engineer to Captain	3.9539	4.0725	4.1947
HFB	Captain to BC	4.4371	4.5702	4.7073
HFD	Deputy Fire Marshal to FM	4.3194	4.449	4.5825
HOE	HC Overtime Firefighter to Engineer	4.9923	5.1421	5.2963
HOC	HC Overtime Engineer to Captain	5.9309	6.1088	6.2921
HOB	HC Overtime Captain to BC	6.6556	6.8553	7.0609

Code	Description	7/1/2026	7/1/2024	7/1/2028
HFE	Firefighter to Engineer	3.6368	3.7459	3.8770
HFC	Engineer to Captain	4.3205	4.4502	4.6059
HFB	Captain to BC	4.8485	4.9940	5.1688
HFD	Deputy Fire Marshal to FM	3.0119	3.1023	3.2109
HOE	HC Overtime Firefighter to Engineer	5.4552	5.6189	5.8156
HOC	HC Overtime Engineer to Captain	6.4808	6.6752	6.9089
HOB	HC Overtime Captain to BC	7.2728	7.4910	7.7531

Certification Pay:

– Employees may be paid for a maximum of 2 certifications (Team leads eligible for 3 certifications)

1 Cert - $50 x 24 pay periods = $1200
2 Certs – $100 x 24 pay periods = $2400

Appendix

IAFF - LOCAL 521 RANDOM DRUG/ALCOHOL AND REASONABLE SUSPICION POLICY

PURPOSE:

The purpose of this policy is to provide an alcohol and drug-free workplace for the protection and well-being of the City of Billings, its employees, and the public it serves along with City property, equipment, and operations. Employees (IAFF – Local 521) are expected to report to work alcohol and drug free to enable safe and efficient job performance. Employees, while on-the-job, while on department premises, or in the scope and course of employment are expected to engage in activities which are appropriate for the work environment and do not compromise the City's integrity or interest in maintaining a safe, secure, and alcohol and drug free workplace.

POLICY:

The City of Billings is committed to protecting the safety, health, and well-being of all employees and the individuals with whom the employees come into contact. Therefore, the City establishes an alcohol and drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

If there are employees who have drug or alcohol problems, the city encourages affected employees to seek help through the Employee Assistance Program (EAP) and the benefits available through the City's medical plan. The city will not terminate employment, discipline, or discriminate against an employee solely because an employee voluntarily seeks treatment for an alcohol or substance abuse problem by following the City's controlled substance safe-harbor procedures prior to any drug or alcohol related occurrence, including testing notification.

The unlawful manufacture, distribution, possession, sale, transfer, or use of illegal drugs; or illegal use of a legally obtainable drug or substance; or impairment by over-the-counter drugs or misuse of alcohol is strictly prohibited. Illegal possession of drug paraphernalia is prohibited. As a condition of employment, all employees must abide by this prohibition while in any employment capacity with the City, and while on City property, in any City vehicle, or at any City office or facility. All employees are expected to be at work without being under the influence of drugs and/or alcohol, including controlled substances to enable safe and efficient job performance.

Violation of this policy will result in the discipline set out in the attached procedures.

The provisions of the Workforce Drug and Alcohol Testing Act, Sections 39-2-205 through 39-2-211, MCA, provide the basis for this policy.

DEFINITIONS:

For the purposes of this policy.

Alcohol – means an intoxicating agent in alcoholic beverages, food, or medication; ethyl alcohol, also called ethanol; or the hydrated oxide of ethyl.

Controlled Substance(s) – means any drug, substance, or precursor included in Schedules I through V as defined by Section 812 of Title 21 of the United States Code (21 USC 812) or any drug, substance, or precursor included within the definition of "Dangerous Drug" in Title 50 Chapter 32 Part 2, Montana Code Annotated (for example, but not limited to: cocaine, marijuana, medical marijuana, and methamphetamine) For the purpose of this policy, the term 'controlled substance' does not include the use of prescribed drugs, which have been legally obtained and are being used in the manner and for the purpose for which they were prescribed. The term does not include distilled spirits, wine, malt beverages, or tobacco. It does include medical marijuana.

Illegally Used Drugs / Illegal use of drugs – means:

a. Any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes or in the prescribed manner.
b. Any other over the counter or non-drug substances (for example but not limited to airplane glue) being used for other than their intended purpose.

EMPLOYEES SUBJECT TO THIS POLICY

a. All IAFF – Local 521full-time and the probationary firefighters of the City of Billings.
b. Prospective job applicants are subject to pre-employment testing prior to confirmation.

ROLES AND RESPONSIBILITIES:

A. Employees are prohibited from:
   1. Using, consuming, distributing, or possessing alcoholic beverages or illegal drugs while on duty or reporting for duty while under the influence of alcoholic beverages or illegal drugs.
   2. Use of, consumption of, distribution of, or possession of alcoholic beverages and illegal drugs by employees are always prohibited in City worksites whether on duty or off duty. The term "worksite" includes City vehicles and private vehicles while being used by employees in the performance of their duties.
   3. Use, distribution, dispensation, possession, manufacture, or sale of (illegal drugs) while off duty which adversely affects the employee's work performance, the safety of the employee or others at work, or a criminal

drug related arrest that results in a conviction. This includes reporting to duty while under the influence of illegal drugs.

4. Use of alcohol off duty that adversely affects the employee's work performance, the safety of the employee or others at work, or a criminal arrest that results in an alcohol related conviction. This includes reporting to duty while under the influence of alcohol.

B. Employees are expected to notify Human Resources of any drug or alcohol criminal conviction no later than five (5) calendar days after conviction.

C. Station Captains are required to:
   1. attend training sessions on alcohol misuse, controlled substance misuse, and the illegal use of drugs in the workplace when offered;
   2. report anything that could create Reasonable Suspicion to the Division Heads and Fire Administration;
   3. ensure confidentiality of all information regarding employee testing, disciplinary action and rehabilitation.

D. Division Heads in addition to Part C are required to initiate an alcohol/drug test as described in this policy when Reasonable Suspicion is confirmed.

E. Fire Administration in addition to Part C and D are required to:
   1. refer employees to the City's designated Substance Abuse Professional (SAP) under appropriate conditions for assistance in obtaining counseling and rehabilitation upon a finding of alcohol abuse, use of controlled substances or illegal use of legal drugs;
   2. initiate appropriate disciplinary action upon a finding of alcohol use, controlled substance use, and/or the illegal use of legal drugs;
   3. in conjunction with Human Resources, assist the SAP Administrator in evaluating employee performance and/or personnel problems that may be related to alcohol misuse, use of controlled substances or the illegal use of legal drugs.

F. Human Resources is required to:
   1. direct and implement this program to ensure it is administered consistently;
   2. consult with Department Head or designee in determining appropriate action for situations related to this program; and
   3. ensure that all records and information of personnel actions taken against employees with verified positive test results remain confidential and only shared with individuals having a legal right to access.

AUTHORITY TO IMPLEMENT PROCEDURES

The City Administrator is authorized to develop and maintain procedures to enact this policy.

PERIODIC REVIEW

This policy will be reviewed by the City Council with each proposed new IAFF – Local 521 Collective Bargaining Agreement.

PROCEDURES

Changes to the policy or procedures that affect IAFF - Local 521 employees will be bargained with that organization.

I. EMPLOYEE ASSISTANCE PROGRAM

A. Any employee needing help in dealing with drug or alcohol problems is encouraged to use the City's Employee Assistance Program (EAP) and the benefits available through the City's medical plan. Additional information regarding the City's EAP available in Human Resource's Policy Manual- Employee Assistance Program Policy. Employees who have questions or need more detailed information should contact Human Resources. The City EAP plays an important role in preventing and resolving problem alcohol and drug use by:
   1. Providing confidential counseling and assistance to employees and their qualifying family members who self-refer for treatment or whose tests have been verified positive and monitoring the employee's progress through treatment and rehabilitation;
   2. Providing educational materials and training to employees on alcohol & drug use issues;
   3. Ensuring the confidentiality of test results and related medical treatment and rehabilitation records, which they maintain.

B. The EAP will not be involved in the collection of test samples or the initial reporting of test results. The City's designated testing professional will be responsible for such testing.

II. SAFE HARBOR REFERRAL

A. A fundamental purpose of the City's Alcohol and Drug-Free Workplace Policy and Procedures is to assist employees who themselves are seeking treatment for alcohol or controlled substance use or misuse of prescription drugs. For this reason, the City will not initiate disciplinary action against any employee regarding the disclosure of his or her drug or alcohol related problem when the employee meets all three of the following conditions:
   1. Voluntarily identifies theirself to Human Resources as an abuser of alcohol and/or illegal drugs and/or as someone who misuses prescription drugs, as they apply to this policy, prior to being identified through other means, such as reasonable suspicion, or prior to being asked to provide a urine and/or breath sample for testing;
   2. Obtains evaluation, counseling or rehabilitation from an approved facility; and
   3. Thereafter refrains from using controlled substances or misusing prescription drugs and/or alcohol. The employee may be subject to a return-to-duty agreement as determined by the SAP.

B. This provision is not intended to allow an employee to evade disciplinary action. The key to this provision's rehabilitative effectiveness is an employee's willingness to admit their problem. Since the key to this provision's rehabilitative effectiveness is an employee's willingness to admit the problem, this provision is not available to an employee who requests protection under this provision after:
   1. Being identified through other means; or
   2. Being asked to provide a urine sample for testing; or
   3. Having a verified positive test result for alcohol and/or controlled substances pursuant to this policy.

C. Drug or alcohol related incidents that are subject to discipline and occurred prior to seeking Safe Harbor are not covered by Safe Harbor protections.

III. ALCOHOL, CONTROLLED SUBSTANCE AND/OR DRUG MISUSE

These prohibitions apply while an employee is on duty in City-owned facilities, any City-owned property, any City owned or rented vehicle, and any City approved activity.

A. Employees are prohibited from consuming alcohol or controlled substances or engaging in the illegal use of drugs while on duty, during a scheduled portion of an approved activity such as training, or while on standby.

B. Employees are prohibited from reporting to work or to a scheduled portion of a city approved work-related activity under the influence of alcohol or drugs.

C. Employees are prohibited from reporting to work or to a city approved activity exhibiting signs of having consumed alcohol (such as the odor of alcoholic beverage on the breath) or controlled substances, or of engaging in the illegal use of drugs.

D. This policy includes unanticipated call-out situations. If an employee cannot meet the requirements of call-out, it is his or her responsibility to tell a supervisor or person initiating the request to return to work that they cannot report to work. They shall suffer no reprisals for doing so.

E. Alcohol is a legal substance for those ages 21 or older. Therefore, it is not the intention of this policy to prohibit employees from consuming alcohol when not on duty in paid status and the employee's performance of duties has concluded for the day. However, employees are expected to use good judgment and behave in a professional and respectable manner while attending events that are connected to their job duties.

F. Misuse of drugs/and or alcohol as set out in the attached policy and these procedures or performing any duties under the influence of drugs and/or alcohol is a violation of this policy and will result in disciplinary action as set forth herein.

G. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited.

H. The illegal use of a legally obtainable drug or substance is prohibited.

I. Use and possession of legally obtained prescription drugs when taken as prescribed and over- the-counter drugs is not prohibited by this part subject to the following:
   1. Employees who must use a prescription drug or over-the-counter medication that causes adverse side effects (e.g., drowsiness, impaired reflexes or reaction time) or may affect ability to perform work in a safe and productive manner must notify his or her supervisor prior to starting work or operating City equipment.
   2. A Division Head or Fire Administration, under reasonable suspicion, may relieve an employee from duty if it is determined that a medication is causing impairment to an employee's ability to perform the functions of his or her job. The employee will be required to utilize their accrued sick or leave time until such time that the employee is no longer impaired by the medication. If the employee runs out of leave time, they will then be placed in an unpaid leave status.

IV. TYPES OF TESTING

A. Reasonable Suspicion Testing
   1. All employees will be tested for alcohol and/or controlled substances when there is reasonable suspicion of on-duty use or impairment. Reasonable suspicion testing may be based on, but not limited to:
      a. observable phenomena, including but not limited to direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol such as the odor of an alcoholic beverage on the breath;
      b. a pattern of abnormal conduct or erratic behavior;
      c. conviction for a drug or alcohol-related offense. An employee will be tested only once for this conviction upon return to work.
      d. evidence that the employee has tampered with a previous alcohol or drug test.
   2. Although reasonable suspicion testing does not require certainty, mere hunches alone are not sufficient to meet the standard for a test.
   3. If an employee is suspected of using or being impaired by alcohol, controlled substances or illegal drugs in violation of this policy, the appropriate Division Head will gather all information, facts, and circumstances leading to and supporting this suspicion. The division head will contact Fire Administration, Human Resources or other City Administration to come to the workplace for concurrence and a decision to test the individual.
   4. The employee shall remain on duty but shall not be allowed to operate a vehicle or perform job functions until the circumstances are evaluated.
   5. Employees who are subject to reasonable suspicion testing shall be transported to and from the collection facility identified by the City as an appropriate collection site depending on day and time testing is needed.
   6. Testing will be conducted in compliance with the selected collection site's protocols.
   7. The employee's Division Head will, within 48 hours, prepare and forward to Human Resources a written report on a Reasonable Suspicion Incident Record (attached), detailing the circumstances that formed the basis to warrant the testing, This report should include the appropriate date(s) and time(s) of reported alcohol or drug-related incident(s) during the shift, reliable/credible sources of information, rationale leading to the test and the action taken. All documentation related to the determination also shall be forwarded to Human Resources.

B. Post-Incident Testing
   1. Employees involved in critical incidents, on-the-job accidents, or who engage in unsafe on-duty job-related activities that pose a danger to themselves or others or the overall operation of the City shall be subject to testing. If the employee's act, or failure to act, results in:
      a. Death; or
      b. Personal injury requiring immediate emergency room or urgent care center treatment; or
      c. Damage to government or private property estimated more than $1,500; or
      d. At the request of the employee.
   2. An employee subject to post-incident testing shall remain immediately available for up to two (2) hours for transportation to and from such testing, or the City may consider the employee to have refused to submit to testing.
      a. If there were extenuating circumstances that kept the employee from submitting to a test within 2 hours after the incident, Human Resources shall evaluate those circumstances and make the final determination as to whether or not it will be deemed a refusal.
      b. An employee subject to post-incident testing shall not consume alcohol or drugs, either legal or illegal, prior to the testing. Exceptions may be made for previously prescribed maintenance medications and/or medications administered to treat any personal injury.
   3. If a test under this provision is not administered within two (2) hours of the occurrence, the supervisor shall document the reason(s) why it was not promptly administered. If more than eight (8) hours pass, then no alcohol test will be administered. If more than thirty-two (32) hours pass, no drug test shall be administered. If either test is not completed, Human Resources shall document the reason(s) why.

C. Random Testing

1. Random testing for alcohol and/or controlled substances will be conducted on all employees before, during or after their scheduled shift.
2. Random tests will be unannounced and will occur throughout the calendar year.
3. The random selectees will be notified by their supervisor using a lottery system conducted by an outside agency. The Random, Reasonable Suspicion and Post-Incident testing will be conducted by the same agency if possible. To ensure that all employees who have been designated for testing have an equal chance of being randomly tested, a scientifically valid random process is used.
    a. The annual number of random alcohol tests will be no more than ten percent (10%) of the average number of employees subject to random testing.
    b. The annual number of random drug tests will be no more than twenty-five percent (25%) of the average number of employees subject to random testing.
4. Human Resources will notify the employee's supervisor or designee and provide the name of the individual selected for random testing. The Supervisor shall deliver the notification in person. The employee shall not be given advance notice of the scheduled testing. Upon notification by the supervisor, employees shall proceed immediately to the testing site. Employees being tested will not drive themselves to the testing site.
5. The testing facility will release preliminary results positive or negative to BC and HR for expediency. The unit will be out of service until the preliminary result is communicated. Employees returning to duty will have a negative test or be put on paid administrative leave until verified result is received
6. If (e-cup) is positive or being sent for further evaluation, then the employee will be put on paid administrative leave until the test is verified. If the test is verified as positive, then leave time will be coded as sick leave retroactively.

D. Substances Tested for During Reasonable Suspicion, Post-Incident and Random Testing
    1. The city will test for the following substances:
        a. Alcohol;
        b. Marijuana;
        c. Cocaine;
        d. Amphetamines;
        e. Opiates; and
        f. Phencyclidine (PCP).
    2. The following cutoff concentration shall be applicable to determine whether specimens are negative or positive for the following drugs or classes of drugs utilizing the initial test procedure. The cutoff levels used by the Department's DHHS certified lab may change, and if so, those changes will be published in the Code of Federal Regulations and Federal Register and shall take precedence over the levels listed herein. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

3. Table of cutoff concentration levels.

Type of drug or metabolite	Initial test	Confirmation test
(1) Marijuana metabolites (i) Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC)	50	15
(2) Cocaine metabolites (Benzoylecgonine)	150	100
(3) Phencyclidine (PCP)	25	25
(4) Amphetamines	500	250
(i) Amphetamine	500	250
(ii) Methamphetamine [1]		250
(5) Opiate metabolites	2000	
(i) Codeine		2000
(ii) Morphine		2000
(iii) 6-acetylmorphine (6–AM) [2]		10
(iv) MDMA[3]	500	250
[1] Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.		
[2] Test for 6–AM in the specimen. This test conducted only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.		
[3] Methylenedioxymethamphetamine (MDMA).		

4. Employees should be aware that use of hemp oil products will not be an acceptable defense for a positive Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC) test.
5. Alcohol shall be confirmed positive if both the initial and confirmation tests reveal a breath alcohol content of greater than .04 grams of alcohol per 210 liters of breath or higher. If the initial and confirmation test is above .02 but .04 or below, the employee will not be allowed to perform safety-sensitive functions until the start of his or her next regularly scheduled duty period, but not less than eight (8) hours following administration of the test.

E. Return to Duty and Follow-up Testing
1. After a verified positive test result for drugs and/or alcohol, employees must have a negative test result before returning to work.
2. All employees referred through administrative channels that undergo counseling or rehabilitation program will be subject to unannounced drug and/or alcohol testing for a period of one year following completion of such a program.
   a. Such employees shall be tested at the frequency recommended by the SAP.
   b. Return to duty testing is distinct from testing which may be imposed as a component of a rehabilitation program.
3. Confirmation of and continuing participation in a rehabilitation program, as recommended by SAP, is required of an employee returning to duty.
4. In some instances, SAP may require completion of a program prior to returning to duty.
5. The SAP will notify Human Resources when an employee has completed a rehabilitation program.
6. After an employee returns to work during or following a rehabilitation program, a single positive test result for alcohol or a controlled substance or the illegal use of a legal drug or failure to successfully complete the recommended rehabilitation program will result in referral to Human Resources, and the penalty for any conduct described in this part shall be termination of employment.

V. TEST PROCEDURES

A. Drug testing will be done by the split sample method. Testing services shall be provided by a designated contractor at a designated collection site with collection personnel trained in accordance with U.S. Department of Health and Human Services (DHHS) standards and analyzed by an independent DHHS certified lab. The personnel involved in testing and processing results are not employees of the city.

B. Employees subject to testing shall comply with all requirements of the testing process and personnel. Employees will complete all requirements of initial and follow-up tests. Failure to do so will result in termination of employment.

C. Procedures for Alcohol Testing
1. All alcohol tests will be by breath testing only.
2. Upon arrival at the collection site, the employee will show photo identification. Acceptable identification includes an actual Montana driver's license or department ID.
3. Initial breath alcohol testing.
   a. Initial breath alcohol testing is performed by a Breath Alcohol Technician (BAT) who is employed by the collection facility and who is trained in the operation of an evidential breath testing device (EBT) as approved by the National Highway Traffic Safety Administration (NHTSA).
   b. The employee will receive instructions such as 'blow with a strong continuous breath until advised to stop.'

c. If the result of the initial breath test is an alcohol concentration of .02 or greater, a confirmatory test shall be conducted.

4. Confirmation or verification alcohol breath testing
   a. Confirmation/verification tests shall only be conducted by a Breath Alcohol Technician who is employed by the collection facility.
   b. The confirmatory test may be conducted on the same EBT as the initial test.
   c. Before the confirmatory test is given, the employee shall be observed for 20 minutes prior to testing and shall be instructed not to eat, drink, or place anything in their mouth until the conclusion of the breath test.
   d. The employee will receive instructions such as 'blow with a strong continuous breath until advised to stop.
   e. Collection site personnel may require the employee to sign forms.
   f. If the employee has any concerns following the testing process, the employee should advise a supervisor at the collection site, the employee's supervisor, or Human Resources.

D. Procedures for Drug Testing
1. An employee will be notified in-person by a supervisor that they have been chosen for a random drug test.
2. The employee will report immediately to the collection site.
3. The employee will strictly follow all directions from collection site personnel before, during, and after collection.
4. Upon arrival at the collection site, the employee will show photo identification. Acceptable identification includes an actual Montana driver's license or Departmental ID.
5. The employee will remove outer garments, such as a jacket or coat. The employee will not be required to remove clothing such as a shirt and pants and will not be required to put on a hospital gown. All personal belongings, such as a bag or purse, must remain with the outer garments. The employee may retain a small wallet.
6. An employee subject to testing for controlled substances or illegally used drugs under this policy shall be permitted to provide urine specimens in private and in a restroom stall or similar enclosure so that the employee is not visually observed while providing the sample.
7. Collection site personnel may be within hearing range so they can confirm the sample was physically produced at that time.
8. The employee is encouraged to observe the entire collection procedure.
9. Collection site personnel may require the employee to sign forms.
10. If the employee has any concerns following the testing process, the employee should advise a supervisor at the collection site, the employee's supervisor, or Human Resources.

VI. SPECIAL DRUG TESTING PROCEDURES

A. Direct Observation Testing
1. Collection site personnel of the same gender as the employee tested may observe the employee provide the urine specimen when:
   a. Collection site personnel may have reason to believe that a particular individual has altered or substituted the specimen, or
   b. the employee has previously tampered with a sample, or
   c. the employee has equipment or implements capable of tampering with or altering urine samples.
2. Direct observation shall not be the norm.
3. In addition to the procedures listed under Random Testing, the procedure will include direct inspection of the employee with shirt lifted and trousers lowered.
4. Collection site personnel will directly observe the urine leaving the body and entering the collection container.

B. Specimen Temperature Outside of Range
1. If the temperature of the specimen is outside the range of 32-38 degrees C / 90-100 degrees. For shows signs of contaminants, then there is reason to believe the donor may have altered or substituted the specimen, and another specimen shall be collected for testing under the direct observation of a representative from the collection facility.

C. Dilute Sample
1. If the Medical Review Officer (MRO) notifies the city that an employee's test was positive and dilute, the test will be treated as verified positive. The employee shall not be required to submit another test.
2. If the MRO notifies the city that an employee's test was negative and dilute, and there is no acceptable medical explanation, the following procedures will be followed. If the employee declines to complete or does not complete these procedures, it will be treated as a refusal.
   a. If the creatinine concentration of the dilute specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL, another sample will be collected under direct observation.
      (1) This test will be conducted unannounced (with the minimum possible advance notice) as soon as possible after the initial test.
      (2) The employee will be escorted by a supervisor immediately to the collection site.

(3) The employee will be directed not to ingest anything until after the test is completed.
(4) If the result of the direct observation test is also negative and dilute, the employee will not be required to take an additional test. The result shall be considered confirmed positive.

b. If the creatinine concentration of the dilute specimen is greater than 5 mg/dL, another test will be collected, but shall not be conducted under direct observation, unless there is another basis for utilization of direct observation.
(1) This test will be conducted unannounced (with the minimum possible advance notice) as soon as possible after the initial test.
(2) The employee will be directed not to ingest anything until after the test is completed.

c. If the 2nd specimen is positive and dilute, the test will be treated as positive.

d. If the specimen is again negative and dilute, the following procedure will apply:
(1) If the creatinine concentration of the second dilute specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL, another test will be collected under direct observation in the same manner as listed under C2a above.
(2) If the result of this direct observation test is also negative and dilute, the employee will not be required to take an additional test because the result was dilute. The result shall be considered confirmed positive.
(3) If the creatinine concentration of the second dilute specimen is greater than 5 mg/dL, the employee will not be required to take an additional test because the result was dilute. The test will be considered negative.

D. Insufficient Urine Specimen Volume
1. 45mL of urine is required to constitute sufficient testing volume. If the employee does not provide sufficient volume, the following "shy bladder" procedures will apply. If the employee declines to complete or does not complete these procedures, it will be treated as a refusal.
2. For purposes of this section, permanent or long-term medical conditions are those physiological, anatomic, or psychological abnormalities documented as being present prior to the attempted collection and considered not amenable to correction or cure for an extended period, if ever. Examples would include destruction (any cause) of the glomerular filtration system leading to renal failure; unrepaired traumatic disruption of the urinary tract; or a severe psychiatric disorder focused on genito-urinary matters. Acute or temporary medical conditions, such as cystitis, urethritis or prostatitis, though they might interfere with collection for a limited period, cannot receive the same exceptional consideration as permanent or long-term conditions.

E. Shy Bladder Procedure:
1. The insufficient specimen will be discarded. Specimens may not be combined.
2. Employees will be advised to drink up to 40 ounces of fluid, distributed reasonably through a period of up to three hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. The employee may decline to drink but will still be required to provide a sufficient urine specimen.
3. The employee shall remain in the testing area under observation during the three-hour period.
4. If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection attempt will be discontinued, and the employer will be notified.
5. The employee will be directed to obtain, within seven calendar days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. (The MRO may perform this evaluation if the MRO has appropriate expertise.)
6. After completing the evaluation, the referral physician must provide a written statement of their recommendations and the basis for those to the MRO. Detailed information on the employee's medical condition beyond what is necessary to explain the conclusion must not be in this statement. The MRO will seriously consider and assess the referral physician's recommendations in making a determination about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing enough urine. The MRO will notify Human Resources as soon as a determination is made.
a. If the employee refuses to obtain the evaluation, the test will be deemed a refusal.
b. If the evaluation determines the employee has a medical condition, and the medical condition has, or with a high degree of probability could have, precluded the employee from providing enough urine, the test will be cancelled.
c. If the evaluation determines that the employee's medical condition is a serious and permanent or long-term disability that is highly likely to prevent the employee from providing a sufficient amount of urine for a very long or indefinite period of time, the MRO will conduct a further medical evaluation to determine if there is clinical evidence that the employee is using a controlled substance or illegally using drugs.
(1) If the medical evaluation reveals no clinical evidence of controlled substance use or illegal use of drugs, the test result shall be negative.

(2) If the medical evaluation reveals clinical evidence of controlled substance use or illegal use of legal drugs, the test result shall be cancelled. (Because this is a cancelled test, it does not serve the purposes of a negative test, i.e., the employer is not authorized to allow the employee to begin or resume duty, because a negative test is needed for that purpose).

d. If the evaluation determines that there is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing enough urine, the test will be considered a refusal.

VII. TEST REFUSAL

A. Refusals will result in administrative action the same as if the test was verified positive. In the case of a breath test refusal, administrative action will be the same as if the test was verified more than .04.

B. Employees will be considered to have refused testing if they:
1. Refuse to provide a specimen; or
2. Refuse to complete all required tests as directed; or
3. Fail to report for a required test at the scheduled time; or
4. Engage in conduct that clearly obstructs the testing process; or
5. Tamper with the test; or
6. Alter or substitute the specimen; or
7. Fail to provide adequate breath or specimen volume without a verified medical explanation.

VIII. DEFERRAL OF TESTING

A. An employee selected for random drug and alcohol testing may obtain a deferral of testing if Human Resources concurs that a compelling need necessitates a deferral on the grounds that the employee is:
1. In a leave status (sick, annual, administrative or leave without pay); or
2. In official travel status away from the test site or imminently embarking on official travel scheduled prior to testing notification.

B. An employee whose random drug and/or alcohol test is deferred will be subject to testing on their next regularly scheduled work shift.

IX. POSITIVE TEST RESULT PROCEDURE

A. Samples testing positive for controlled substances or illegally used drugs will undergo further testing to identify the specific type of drug(s) or substance(s) in the specimen.

B. The applicant or employee will be contacted by the MRO and can provide an explanation of a positive result, which may include providing medical documentation of lawful use of a prescription or over-the-counter medication.

C. If the MRO determines there is no justification for the positive result, such result will then be considered a verified positive test result.

D. The MRO shall notify Human Resources of a verified positive test result.

E. The MRO will notify the employee of the verified positive test result. Once notified, the employee may within 72 hours of notification request the split specimen be tested by another DHHS certified lab.

F. If the employee is unable, for a legitimate reason, to make this request within the 72-hour period, the split specimen test will automatically be conducted.

G. The employer shall pay for the additional test if the additional test results are negative, and the employee shall pay for the additional tests if the additional tests are positive.

X. FINDINGS AND ADMINISTRATIVE DISCIPLINARY ACTION

A. An employee may be found in violation of this policy based on any appropriate evidence including, but not limited to:
1. Direct observation of prohibited alcohol use or drug use including misuse of prescription medication; or
2. Evidence obtained from an arrest or criminal conviction for a drug or alcohol related offense; or
3. A verified positive test result; or
4. An employee's voluntary admission, unless the employee is meeting the requirements as outlined under the Safe Harbor Referral; or
5. Test refusal.

B. An employee who is found to be in actual and illegal possession of a controlled substance, illegally used drug, and/or related paraphernalia while on duty, in or at any City-owned facility, City-owned property, City-approved activity, or City-owned vehicle, will be investigated and may be subject to discipline up to and including termination. they may be prosecuted under the applicable state or federal law (refer to Federal Controlled Substances Act Title 21 United States Code, Offenses Involving Dangerous Drugs Title 45 Chapter 9 Montana Code Annotated, and Model Drug Paraphernalia Act Title 45 Chapter 10 Montana Code Annotated.)

C. Effects of Positive Drug Testing Results
1. Any employee receiving his or her first verified positive test for a controlled substance will be referred to Human Resources, and will be subject to mandatory administrative action including referral to the SAP, and ten (10) hours leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.

2. Any employee receiving his or her first verified positive test for illegally used drugs, i.e., prescription medication or over-the-counter medication, shall be referred to Human Resources and will be subject to mandatory administrative action including referral to the SAP, and to one day leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.
3. Successful completion of any rehabilitation recommended will be a condition of continued employment.
    a. The cost of rehabilitation will be the responsibility of the employee.
    b. Employees may be allowed to use accrued leave (Sick leave followed by vacation and/or compensatory leave) to complete rehabilitation until such leave is exhausted, at which time the employee may be allowed to go on unpaid leave.
    c. The employee remains responsible for successful completion of the SAP designated treatment program, and assertions regarding the effectiveness of a program shall not constitute either an acceptable explanation or excuse for continuing to misuse alcohol and/or drugs or a defense to disciplinary action if the employee does not complete treatment.
4. The city may initiate action to terminate an employee for refusing to obtain and complete counseling or rehabilitation through an SAP or a state licensed facility as recommended by SAP.
5. The employee must have a negative test result before returning to work.
6. The employee shall be subject to a return-to-duty agreement.
7. Following a verified positive test and after returning to duty, the employee will be subject to unannounced testing for a period determined by the SAP.

D. Effects of Positive Alcohol Testing Results
1. When an employee is found to be in violation of the alcohol provisions of this policy, he or she shall be referred to Human Resources and will be subject to mandatory administrative action, including referral to the SAP and one (1) day leave without pay. A second positive test indicating drugs and/or alcohol will result in termination of employment.
2. If the employee is retained, the SAP's recommended rehabilitation will be a condition of continued employment.
    a. The cost of rehabilitation will be the responsibility of the employee.
    b. Employees may be allowed to use accrued leave to complete rehabilitation until such leave is exhausted, at which time the employee may be allowed to go on unpaid leave.
    c. The employee remains responsible for successful completion of a treatment program, and assertions regarding the effectiveness of a program shall not constitute either an acceptable explanation or excuse for continuing to misuse alcohol and/or drugs or a defense to disciplinary action if the employee does not complete treatment.
3. The city may initiate action to terminate an employee for refusing to obtain counseling or rehabilitation through an SAP or a state licensed facility.
4. The employee must have a negative test result before returning to work.
5. The employee shall be subject to a return-to-duty agreement.
6. Following a verified positive test and after returning to duty, the employee will be subject to unannounced testing for a period determined by the SAP.
7. Any subsequent positive test for alcohol use will subject the employee to termination of employment.
8. An employee with a first breath alcohol test which shows a breath alcohol content of .02 or greater but .04 or less may not return to duty for the remainder of the scheduled workday and must take sick leave for the remainder of their shift. The employee shall have a negative test result before returning to work.

XI. RECORDS AND REPORTS

A. The employee's privacy shall be maintained. All testing information specifically relating to individuals pursuant to this program and any intervention steps, including referral for treatment, counseling or rehabilitation programs, is confidential and shall be treated as such by everyone authorized to review or compile program records.

B. To efficiently implement this requirement and to make information readily retrievable, Human Resources shall maintain all records relating to testing, suspicion of tampering, and any other authorized documentation necessary to implement this policy. Such information shall remain confidential, with only authorized individuals who have a need-to-know having access to them.

C. The results of a test of an employee for alcohol, controlled substances, or illegally used drugs along with all information, interviews, reports, statements, and memoranda will not be disclosed to an outside entity without the prior written consent of such employee, unless the disclosure is:
1. to the tested employee;
2. to the MRO;
3. to the SAP in which the employee is receiving counseling or treatment or is otherwise participating;
4. to the Human Resources Director, the Department Director, and the City Administrator, the Assistant City Administrator or people with the legal right to access;
5. pursuant to the order of a court of competent jurisdiction or where required by the Department to defend against any challenges of adverse personnel action by the city;

6. report information that is required by law to be reported to a state or federal licensing authority in response to inquiries relating to a workplace accident involving death, physical injury, or property damage in excess of $1,500 when there is reason to believe that the tested employee may have caused or contributed to the accident.

D. Test results with all identifying information removed may be used for data collection and other activities necessary to comply with testing requirements.
E. Information obtained through testing that is unrelated to the alcohol use, controlled substance use, or illegal use of a drug must be held in strict confidentiality by the Medical Review Officer and may not be released to the employer without the written consent of the employee tested.

XII. ADDITIONAL PROVISIONS

A. Department Educational Program: Annually, employees will be provided with information regarding controlled substances, alcohol, and illegal use of drugs. All supervisors shall receive training in compliance with 49 CFR 382.603.
B. Notification of Conviction: Any employee who is convicted of a criminal drug or alcohol related violation must notify the City within five (5) calendar days of the conviction. A conviction, a plea of guilty, a plea of no contest, receiving a suspended imposition of a sentence, and a withheld judgment will all be considered the same as a conviction. This obligation to report applies even to deferred prosecutions and deferred impositions of sentence.
C. Limitation of Adverse Action: No adverse action, including follow-up testing, may be taken by the employer if the employee presents a reasonable explanation confirmed by the MRO indicating that the original test results were not caused by the use of controlled substances, by alcohol consumption, or by the illegal use of drugs. Reasonableness shall be determined by Human Resources. If the employee presents a reasonable explanation confirmed by the MRO, the test results must be removed from the employee's record and destroyed.
D. Employee's Right of Rebuttal: The employer shall provide an employee or prospective employee who has been tested under any qualified testing program with a copy of the test report. The employee or prospective employee will be given the opportunity to provide notification to the Medical Review Officer of any medical information that is relevant to interpreting test results, including information concerning currently or recently used prescription or nonprescription drugs. The employer is also required to obtain an additional test of the split sample by an independent laboratory selected by the person tested at the request of the employee. (See Section XI.) The employee must be provided with the opportunity to rebut or explain the results of any test.
E. New Employee Notification: Applicants for City positions will be informed about the drug-free workplace policy on the vacancy announcement. During the screening process applicants will be notified of the testing requirements and that appointment to the position is contingent upon a negative pre-employment drug test. Upon hiring, new employees will receive a copy of the policy in the Employee Policy Handbook.
F. Employee Policy Confirmation Receipt: Employees will be required to sign a statement that confirms that they have received a copy of the alcohol and drug-free workplace policy. The statement will be maintained in the employee's personnel file.
G. Cost: Testing will be at the employer's expense: If an employee contests the verification test results, another test will be conducted. If that test is positive, the employee will be responsible for payment. If it is negative, the employer will be responsible for payment. Employees will be compensated at the employee's regular rate, including benefits, for time attributable to the testing program.
H. Unintentional Ingestion: Any employee who unintentionally ingests a controlled substance shall immediately report the incident to their supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
I. Voluntary Testing: Employees may volunteer for testing as part of a city investigation. The employee must cooperate with all parts of the test and complete all requirements of collection site personnel.
J. Union Representation: Employees subject to investigations may have a Union representative present, at their option during interviews. If the Union representative is not available for the interview, the Employee shall select another Union official to fill in for the absent Union representative.

XIII. RESERVATIONS

A. Employees who are enrolled in and are participating in or have completed a supervised rehabilitation program and are no longer engaging in the misuse of alcohol, use of controlled substances, or illegal use of drugs, shall be protected from discrimination and harassment in accordance with the Americans with Disabilities Act of 1990. This prohibition does not preclude follow-up testing.
B. This program is intended to carry out the City's Alcohol and Drug-Free Workplace Policy. All situations will be handled in accordance with this policy and in consultation with representatives of Human Resources.

XIV. POLICY AND PROCEDURE DEFINITIONS

A. **Adulterant** – Adulterating substance or agent aimed to corrupt, debase, or make impure.
B. **Adulterated specimen** – A urine specimen containing a substance that is not a normal constituent or containing an endogenous substance at a concentration that is not a normal physiological concentration.
C. **Alcohol** – means an intoxicating agent in alcoholic beverages, food, or medication; ethyl alcohol, also called ethanol; or the hydrated oxide of ethyl.

D. **Alcohol concentration** – means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
E. **Breath Alcohol Technician (BAT)** – A person who instructs and assists individuals in the alcohol testing process and operates an EBT.
F. **Cancelled test** – A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test. Having a cancelled test does not relieve the employee of the responsibility to provide a test that produces a measured outcome.
G. **Collection site** – A place designated by the employer where employees present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs or providing a breath same to be analyzed for the presence of alcohol.
H. **Confirmation test** - For alcohol, a second test following a screening test with a result of 0.02 or greater that provides a measure of alcohol concentration. For controlled substances and illegally used drugs testing, an analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screening test, and which uses a different technique and chemical principle from that of the initial screening test to ensure reliability and accuracy.
I. **Controlled Substance** – means any drug, substance, or precursor included in Schedules I through V as defined by Section 812 of Title 21 of the United States Code (21 USC 812) or any drug, substance, or precursor included within the definition of "Dangerous Drug" in Title 50 Chapter 32 Part 2, Montana Code Annotated (for example, but not limited to: cocaine, marijuana, methamphetamine.) For this policy, the term 'controlled substance' does not include the use of prescribed drugs, which have been legally obtained and are being used in the manner and for the purpose for which they were prescribed. The term does not include distilled spirits, wine, malt beverages, or tobacco. It does include medical marijuana.
J. **Conviction** – means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug or alcohol statutes.
K. **Critical Incident** – means any incident in which someone is killed or is seriously injured.
L. **Dilute specimen** – means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.
M. **Direct observation** – means an employee being directly observed while providing a urine sample. The procedure will include direct inspection of the employee with shirt lifted and trousers lowered and will include direct observation of urine leaving the body and entering the collection container.
N. **Employee** – All part-time, full-time, and seasonal employees of the City of Billings engaged in the performance, supervision, or management of work in a hazardous work environment, security position, position affecting public safety, or fiduciary position. It does not include an independent contractor. The term includes an elected official.
O. **Employee Assistance Program (EAP)** – means a contract-based counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.
P. **Employer** – means the City of Billings.
Q. **Evidential Breath Testing Device (EBT)** – means an instrument reliable in measuring alcohol concentration in breath, which meets the National Highway Traffic Safety Administration specifications and is listed in the conforming products list of evidential breath testing devices.
R. **Hazardous work environment** includes but is not limited to positions:
    1. For which controlled substance and alcohol testing is mandated by federal law, such as aviation, commercial motor carrier, railroad, pipeline, and commercial marine employees;
    2. That involve the operation of or work in proximity to construction equipment, industrial machinery, or mining activities; or
    3. That involves handling or proximity to flammable materials, explosives, toxic chemicals, or similar substances.
S. **Illegally Used Drugs / Illegal Use of Drugs** – means:
    1. any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes or in the prescribed manner;
    2. any other over the counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose.
T. **Initial test or Screening test** – means a test for controlled substances or illegally used drugs to eliminate "negative" urine specimens from further consideration and to identify the presumptively positive specimens that require confirmation or further testing. In alcohol testing, an analytical procedure to determine whether an employee has a prohibited concentration of alcohol in his or her system.
U. **Insufficient urine specimen** – means less than the 45mL of urine required to constitute a sufficient testing volume. An insufficient specimen will prompt "shy bladder" procedures.
V. **Medical Review Officer (MRO)** –Means a licensed physician trained in the field of substance abuse.

W. **Precursors** – means a biochemical substance which can be processed or synthesized into one of the categories of drugs to be tested under this policy.
X. **Prospective employee** means an individual who has made a written or oral application to the City of Billings to become an employee.
Y. **Qualified testing program** – means a program to test for the presence of controlled substances and alcohol that meets the criteria set forth in sections 39-2-207 and 39-2-208 Montana Code Annotated.
Z. **Random testing** – means a system of drug and alcohol testing imposed without individualized suspicion that a particular employee is using controlled substances, alcohol, or illegally using drugs. The system is a statistically random sampling of such employees based on a neutral criterion, such as social security numbers.
AA. **Referral Physician** – means a licensed physician, acceptable to the MRO, who has expertise in the medial issues raised when an employee provides an insufficient urine specimen. The MRO may act in this capacity if they have appropriate expertise.
BB. **Return-to-Duty Agreement** – means an agreement between the city and an employee that allows an employee continued employment under stringent guidelines prohibiting use of drugs and alcohol. An employee's failure to meet the terms of the agreement, which may include successfully passing tests for alcohol and/or controlled substances and/or illegally used drugs, shall result in termination.
CC. **Sample** – means a urine specimen, a breath test, or oral fluid obtained in a minimally invasive manner and determined to meet the reliability and accuracy criteria accepted by laboratories for the performance of drug testing that is used to determine the presence of a controlled substance or alcohol.
DD. **Shy bladder procedure** – means the procedure that is followed when an employee does not provide a sufficient urine volume (45mL) for testing.
EE. **Split specimen** – means, in drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory if the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
FF. **Substance Abuse Professional (SAP)** – the City's substance abuse professional who evaluates employees who have violated drug and alcohol policies and makes recommendations concerning education, treatment, follow-up testing, and after care.
GG. **Supervisor** – means an employee who exercises supervision of one or more employees.
HH. **Unannounced test** – means a test for alcohol, control substances, and/or illegally used drugs previously scheduled and announced only to the employee just prior to the scheduled time, allowing only appropriate time for the employee to immediately proceed directly to the scheduled testing site.
II. **Under the Influence/Impaired** – When an employee is affected by a drug or alcohol or a combination of a drug and alcohol. The symptoms of influence and/or impairment are not confirmed to those consistent with misbehavior, or to obvious impairment of a physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of use, influence, and/or impairment can be established by a professional opinion, urine, blood or any other commonly used scientific valid tests and in some cases by a lay person's opinion. An employee will be presumed to be impaired and in violation of this policy whenever the presence of drugs is detected at levels determined by the testing laboratory as constituting a positive indication for drugs. An employee will be presumed to be impaired by positive indication for drugs. An employee will be presumed to be impaired by alcohol whenever the presence of alcohol is detected at a level of .04% or greater.
JJ. **Verified Positive Test Result for Alcohol** – means the presence of alcohol in the breath at a level of greater than .04 as confirmed by two tests with evidential breath testing devices and administered by a trained and certified Breath Alcohol Technician.
KK. **Verified Positive Test Result for Drugs** – means a test result that was positive for a controlled substance or illegally used drug on an initial FDA-approved immunoassay test, confirmed by a Gas Chromatography/Mass Spectrometry assay, (or other confirmation tests approved by the U.S. Department of Health and Human Services), and reviewed and verified by the Medical Review Officer in accordance with this policy and the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

REFERENCES:

Montana Workforce Drug and Alcohol Testing Act
39-2-205 through 39-2-211 Montana Code Annotated (MCA)

Procedures for Transportation Workplace Drug and Alcohol Testing Programs
Title 49 Part 40 (and Part 382) Code of Federal Regulations (CFR)

Federal Controlled Substances Act
21 United States Code (USC)

Offenses Involving Dangerous Drugs and Procedural Provisions
Title 45 Chapter 9 Montana Code Annotated (MCA)

Model Drug Paraphernalia Act
Title 45 Chapter 10 Montana Code Annotated (MCA)

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Custodial Services - Billings Public Library
PRESENTED BY: Kelsie Rubich, Library Director
Department: Library
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that Council approve a contract for custodial services at Billings Public Library (510 N. Broadway) with Pride of Montana, Inc., in the amount of $220,319 for a three-year term, with an option to extend for an additional two years, for a total contract cost of $378,435.

EXECUTIVE SUMMARY

The Billings Public Library has been unable to reliably staff a Facilities Maintenance I custodial position since its creation in FY24, leaving a 67,960-square-foot, high-traffic public facility operating below the industry benchmark for custodial coverage. To fill the gap, the library has spent $100,817 on contract labor since FY24 and diverted Facilities Maintenance II staff from their primary duties in building systems and preventative maintenance. Staff recommends contracting with Pride of Montana, Inc. for custodial services under the existing City Hall agreement, ensuring the library receives consistent, reliable custodial coverage.

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

The Billings Public Library is a 67,960 square foot LEED Platinum facility and one of the most heavily used public buildings in the city, welcoming just under 300,000 visitors in the past year and millions since opening in 2014. A facility of this size and use requires consistent, reliable custodial coverage. The industry benchmark is 2.43 FTEs for a building of this square footage (reference attachment B).

The library has budget authority for two Facilities Maintenance I positions dedicated to custodial duties. In practice, full coverage has proven challenging to maintain. One position is currently filled. The second was added in FY24 and has been occupied for only approximately 17 of the past 36 months, with employees hired into the role not remaining for any meaningful period. The position has been posted since October 2025, and hiring qualified personnel has been difficult.

The result is a library operating at roughly 1.5 FTEs of custodial coverage against a benchmark of 2.43, and the gap is being filled in ways that create their own problems. Two Facilities Maintenance II employees, whose primary responsibilities include building systems, preventative maintenance, and equipment repair, have taken on additional custodial duties to compensate. This additional custodial work results in delays to the maintenance and repair functions the library depends on.

The library has also supplemented with contract custodial labor from various vendors since FY24. More recently, the library has worked directly with Pride of Montana, Inc., and has been consistently impressed with the quality and reliability of their service. Pride of Montana currently provides custodial services at City Hall and has performed well.

Given the ongoing difficulty filling the position and the demonstrated quality of Pride of Montana's work, staff is recommending replacing the vacant Facilities Maintenance I position with a contracted scope of custodial services (reference attachment A) through Pride of Montana, Inc.

FISCAL EFFECTS

The proposed vendor contract is estimated to cost approximately $11,000 more annually than the budgeted Facilities Maintenance I position in the initial year. This difference will be reflected in the library's operating budget.

However, the contract includes a fixed 3% annual increase, while the FTE position is subject to higher annual cost growth due to COLA and step increases. As a result, the cost gap narrows over time, and the vendor contract is projected to become less expensive over the life of the agreement.

Additional indirect savings include reduced recruitment and onboarding costs, elimination of uniform and equipment

reimbursements, and restoration of Facilities Maintenance II staff capacity for core building systems and preventative maintenance work.

The annual contract pricing is as follows:

Year	Annual Price
Year 1	$71,280
Year 2	$73,418
Year 3	$75,621
Year 4 (option)	$77,890
Year 5 (option)	$80,226

STAKEHOLDERS

City:
City Council as the approving body
Billings Public Library administration
Library patrons and the general public

External Parties:
Pride of Montana, Inc.

ALTERNATIVES

Alternatives include:

- Continue posting the vacant Facilities Maintenance I position. Given sustained recruitment challenges, minimal applicant interest, and a history of turnover, this option is unlikely to resolve the custodial coverage gap in a reasonable timeframe.
- Continue contract labor at the current supplementary level. This approach has not provided consistent or adequate coverage, as demonstrated by ongoing reliance on multiple vendors and Facilities II staff to fill service gaps.

Attachments

Attachment A
Attachment B

ATTACHMENT A

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **PRIDE OF MONTANA INC.,** of 175 N 27TH St., Suite 1310, Billings, MT 59101, hereinafter referred to as "**CONTRACTOR**."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of custodial services described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This **AGREEMENT** is effective May 1, 2026, and will terminate on April 30, 2029. The parties may extend this **AGREEMENT**, by mutual written concurrence for two one-year renewal options. Renewals must be signed no later than the final day of each term.
3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services set forth in Exhibit "A". In performing these services, the **CONTRACTOR** shall comply with all applicable federal, state and local statutes, rules and ordinances. These services and all duties incidental or necessary therefore shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** in monthly installments for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree in writing upon any extra charges before any extra charges are incurred. See below for pricing breakdown by year.

CITY OF Billings

ATTACHMENT A

Year	Monthly Price	Annual Price
1	$5,940.00	$71,280.00
2	$6,118.20	$73,418.40
3	$6,301.75	$75,620.95
4	$6,490.80	$77,889.58
5	$6,685.52	$80,226.26

Additional services not included in Scope of Work shall be performed by written request at the rate of $60.00/hour.

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** monthly for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** and identify the applicable fees and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the **CITY** shall pay the **CONTRACTOR** for said invoice within thirty (30) days after receipt.

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **CONTRACTOR'S** discretion.

6. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONTRACTOR** is an independent contractor for purposes of this **AGREEMENT**. The parties agree that neither **CONTRACTOR** nor any of **CONTRACTOR's** owners, officers, employees or agents are employees of the **CITY** for any purpose. **CONTRACTOR** and **CONTRACTOR's** owners, officers, employees or agents are not subject to the terms and provisions of the **CITY**'s personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONTRACTOR** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONTRACTOR** and any third parties.

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

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

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

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

The **CITY** SHALL:

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

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

F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** wrongful, reckless or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

8. <u>INSURANCE</u>:

A. The **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

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 liability assumed under an insured agreement and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
3. Automobile liability -- $1,500,000 per accident.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

CONTRACTOR shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA.

CONTRACTOR shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

CONTRACTOR shall furnish **CITY** with copies showing one of the following: **(1)** proof of registration as an independent contractor under Title 39, Chapter 71, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

9. **COMPLIANCE WITH LAWS: CONTRACTOR** agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

10. **PREVAILING WAGE RATES:** Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant

thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multi-year contract. (1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract. (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. (3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, The booklet is attached and may also be found at http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates.

11. NONDISCRIMINATION:

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **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 **AGREEMENT**. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, 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. The **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, religion, creed, political ideas, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

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

The **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 the **CONTRACTOR'S** legal duty to furnish information.

C. The 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. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

E. The **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 the 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. The **CONTRACTOR** shall include the provisions of Subsections A through F of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**. The 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. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12. **CONTRACTOR PERSONNEL:** A list of personnel who will be onsite for work shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution, including:

A. First and last name;

B. Duration onsite; and,

C. Personnel responsibilities.

13. **SAFETY PROGRAM:** **CONTRACTOR** to provide **CITY** with safety program within 10 business days of contract execution.

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

This Agreement may be terminated by either party for any reason upon giving the other party thirty (30) days' prior written notice of termination, with the effective date of termination occurring thirty (30) days following the date of the written notice. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this AGREEMENT.

15. **LIAISON:** The **CITY's** designated liaison for this **AGREEMENT** is Jamie Bratlie and the **CONTRACTOR**'s designated liaison for this **AGREEMENT** is Tom Iverson.

16. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

17. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all

remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the parties as pertains to the stricken provision.

18. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

19. **OWNERSHIP OF DOCUMENTS: All** documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products, and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR**'s work product.

ATTACHMENT A

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

CITY OF BILLINGS, MONTANA

_____

MIKE NELSON, MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

PRIDE OF MONTANA, INC.

_____

SIGNATURE

_____

PRINT NAME

_____

PRINT TITLE

ATTACHMENT A

EXHIBIT A: SCOPE OF WORK

All services to be rendered on the 1st floor of the Billings Public Library - 510 North Broadway – Monday through Friday, 6:00 pm until complete, less City holidays.

CITY to supply consumables and equipment. **CONTRACTOR** to supply labor.

DAILY
Complete restroom cleaning/stocking
Garbage removal
Sweep and mop concrete floors
Vacuum main carpet areas – entryways, oculus, and Under 5 area, spot vacuum the rest
Community Room:
Garbage
Pantry – wipe down counters and sink, stock paper products and cleaning supplies
Spot vacuum until or if carpet is removed. Update once that change over occurs.
Friends' office garbage
Circ. counter and sink, stock supplies
Stock cleaning cart
Children's craft area – garbage, counter, floors, tables, stock supplies
Self-check counter and all customer service counters
Tables and corresponding chairs
Wipe down furniture as time allows
BIWEEKLY
Mop Friends' office (Wednesday and Friday)
Power wash in restrooms, unless using the Kaivac regularly (two times per week minimum)
WEEKLY
Scrub concrete floors
Community Cabinet – dust, wipe down if necessary
Wipe down garbage cans
Vacuum Children's office and Story Tower
Sweep stairways: Public stairs – 1st floor Staff
Check for and clean scuff marks on walls/door jambs/etc.
Stock custodial closet as needed
Spot clean interior glass doors and windows adjacent to doors
MONTHLY
Wipe down bag bins
Shower room / locker room
Last Wednesday of the month, sweep Circ/Outreach

PRIDOFM-01 EDAVIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/23/2025

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

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

PRODUCER	CONTACT NAME: Elizabeth Davis
Bravera Insurance, Inc 220 1st Ave W Dickinson, ND 58601	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: edavis@bravera.bank
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Acuity, A Mutual Insurance Company — 14184
INSURED Pride of Montana Inc. 175 N 27th St, Suite 1310 Billings, MT 59101	INSURER B : INSURER C : INSURER D : 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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	ZK2878	7/1/2025	7/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	ZK2878	7/1/2025	7/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE			ZK2878	7/1/2025	7/1/2026	AGGREGATE	$ 1,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N / N/A			ZK2878	7/1/2025	7/1/2026	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

SAMPLE

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

Emily Boese

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OPERATIONS AND MAINTENANCE SURVEY COMMITTEE MEMBERS

JC Blakely, CFM, PICA Management Resources, Inc.
Jean Boutet, IMS Health Canada Limited
Jonathan P. Bredemeier, CFM, Sears, Roebuck & Company
George Denise, CFM, Cushman & Wakefield, Adobe Systems
Buck Fisher, CFM, CFMJ, SAS
Jamie Galileo, Energy Solutions Arena
Peter Genovese, U.S. General Services Administration
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David Hornyak, Ohio Attorney General's Office
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DIRECTOR OF RESEARCH

Shari F. Epstein



International Facility Management Association

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Research Report #32

OPERATIONS AND MAINTENANCE BENCHMARKS

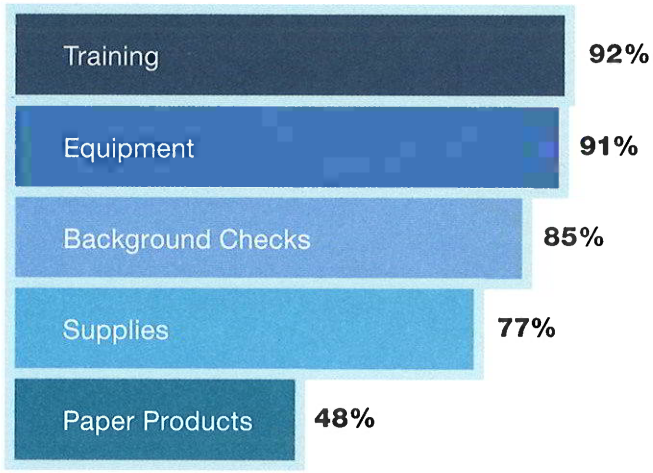
Janitorial Staffing

The following chart shows the average number of janitors, janitorial supervisors and project cleaners (special cleaning or floor crew) for different facility sizes. The median amount of floor area cleaned per janitor is 27,000 rentable square feet.

Facility Size (RSF)	N	Number of Janitor FTEs	Number of Janitorial Supervisor FTEs	Number of Project Cleaners, Special Cleaning or Floor Crew FTEs
Less than 50,000	85	3.2	1.0	2.2
50,000–100,000	89	3.7	1.0	2.6
100,001–250,000	132	6.7	1.3	2.7
250,001–500,000	109	13.1	1.7	3.3
500,001–750,000	33	18.7	1.8	3.7
750,001–1,000,000	20	23.2	3.0	4.0
1,000,001–1,250,000	12	24.8	3.8	6.1
1,250,001–1,500,000	13	33.4	4.6	6.2
1,500,001–2,000,000	7	41.8	4.0	6.0
2,000,001–3,000,000	12	88.8	5.9	7.8
3,000,001–5,000,00	8	143.7	12.1	19.0
More than 5,000,000	8	247.5	15.0	18.0

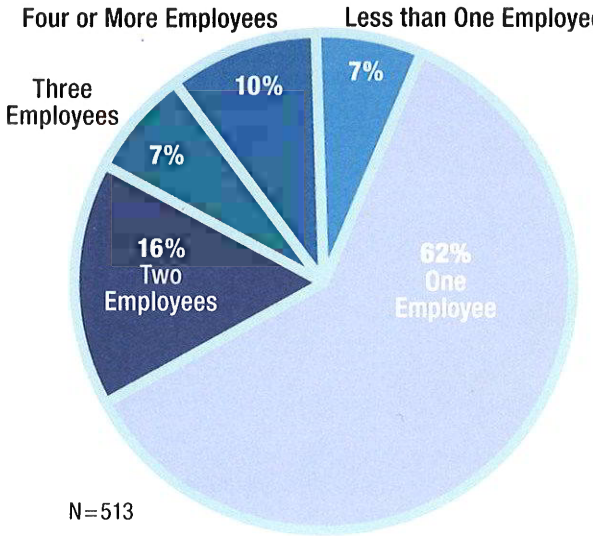
Contractor Practices

CONTRACTOR PROVIDES



N=521

NUMBER OF IN-HOUSE EMPLOYEES SUPERVISING CONTRACT



N=513

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: New Airport Automobile Public Parking Concession Agreement
PRESENTED BY: Jeff Roach
Department: Airport
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that a new five-year Automobile Public Parking Concession Agreement be awarded to SP Plus, LLC.

EXECUTIVE SUMMARY

One of the Airport's larger revenue-generating concessions is the Automobile Public Parking Concession. This concession is operated by a professional parking vendor that has been selected by an RFP process. The current public parking lot access control equipment is in need of upgrades and replacements and the current agreement with SP Plus LLC will expire on May 31, 2026. An RFP process was initiated on February 27, 2026, and concluded with the receipt of proposals on March 26, 2026. A selection committee reviewed the proposals received and recommended awarding a new agreement to SP Plus, LLC, the incumbent operator.

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

Staff advertised for qualified concessionaires to submit proposals for operating the Automobile Public Parking Concession for a five (5) year term beginning June 1, 2026. The RFP Notice was advertised on February 27, 2026, March 6 and 13, 2026, in the *Yellowstone County News*, the City of Billings website and the Billings Logan International Airport (BIL) website. This Concession oversees the operation of the Airport's paid public parking lots, which consist of 143 short-term parking stalls, 234 long-term premium parking stalls directly across from the Terminal Building, 625 long-term parking stalls and 350 economy lot parking stalls. The concessionaire collects all parking revenues and remits the higher of either a percentage of the gross revenues or a Minimum Annual Guarantee (MAG) to the City as the fee to run the concession (i.e., the concession fee).

Seventeen copies of the RFP were sent out to requesters. Four proposals were received by the RFP deadline on March 26, 2026. Proposals were received from the following parking vendors: Interstate Parking, LLC/Inflow, Inc., LAZ Parking, Republic Parking System, LLC, and SP Plus, LLC.

The RFP requires the successful concessionaire to provide new access control and revenue reporting equipment, with a focus on the use of technology for more efficient operations, improved exit traffic flow, customer service and to assist the Airport with shuttle service to the Terminal Building each year during the peak holiday season. The new agreement will also incorporate the parking rates updated effective July 1, 2025, as the rates for year one of the Agreement, provide for a bi-annual rate review, and incorporate periodic rate adjustments to keep pace with comparable airport parking markets.

Based on the RFP specifications, SP Plus LLC's offer presents the best cost/revenue option for the Airport with no capital expenditure required by the Airport. Attachment 1 has the tabulation of the percentage of gross receipts and MAG offered by each vendor.

FISCAL EFFECTS

For each year of the term, the concessionaire will remit either the stated percentage of actual gross receipts, or the stated annual MAG, whichever is greater. Calendar Year 2025 Gross Receipts totaled $4,495,619. The recommended bid from SP Plus, LLC will generate approximately $3,400,000 in revenues for the Airport operation in the first year, based on $4,000,000 in annual gross receipts, and approximately $17,000,000 over the entire five-year agreement term.

STAKEHOLDERS

ALTERNATIVES

The City Council may:

- Accept the bid from SP Plus, LLC and enter into a new five (5) year Agreement with the parking vendor;
- Reject the bid from SP Plus, LLC, re-review all proposals and award the Agreement to one of the other offerors; or
- Direct staff to reject all offers and issue a new RFP for the Automobile Public Parking Concession.

Attachments

Attachment 1

PARKING CONCESSION RFP PROPOSAL TABULATION

INTERSTATE PARKING LLC/INFLOW INC

YEAR	CONCESSION FEES (% of Gross Receipts)	Minimum Annual Guarantee (MAG)
1	83.75%	$3,215,000
2	83.75%	$3,215,000
3	84.00%	$3,275,000
4	84.25%	$3.325,000
5	84.50%	$3,400,000

LAZ PARKING

YEAR	CONCESSION FEES (% of Gross Receipts)	Minimum Annual Guarantee (MAG)
1	83.60%	$3,275,000
2	83.90%	$3,350,000
3	84.50%	$3,500,000
4	84.60%	$3,750,000
5	85.00%	$4,000,000

REPUBLIC PARKING SYSTEM

YEAR	CONCESSION FEES (% of Gross Receipts)	Minimum Annual Guarantee (MAG)
1	81%	$3,100,000
2	81%	$3,100,000
3	81%	$3,100,000
4	81%	$3,100,000
5	81%	$3,100,000

SP PLUS LLC

YEAR	CONCESSION FEES (% of Gross Receipts)	Minimum Annual Guarantee (MAG)
1	85%	$3,210,000
2	85%	$3,210,000
3	85%	$3,210,000
4	85%	$3,210,000
5	85%	$3,210,000

Consent 1. E.

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Water Reclamation Facility Equipment - UV Disinfection
PRESENTED BY: Louis Engels, Water Quality Superintendent
Department: Public Works
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION
Staff recommends approval of the purchase of replacement parts for the Trojan 3000 Plus UV Disinfection System in the amount of $120,760.93.

EXECUTIVE SUMMARY
The Water Reclamation Facility relies on three UV modules operating continuously to disinfect approximately 20 million gallons of wastewater per day, and periodic replacement of key components is necessary to prevent disinfection failure and regulatory violations with Montana DEQ. Trojan Technologies, the original equipment manufacturer, is the sole source for compatible replacement parts. Staff recommends approval of the $120,760.93 purchase, which is within the $150,000 budget and will be funded through wastewater funds.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
The Water Reclamation Facility utilizes three (3) ultraviolet (UV) modules to disinfect treated wastewater before the water returns to the Yellowstone River. These modules operate continuously to disinfect the entire wastewater flow of the City, approximately 20 million gallons per day. The components of the UV modules are required to be replaced periodically to avoid disinfection failure which would result in a permit violation with the Montana DEQ.

Trojan Technologies was the manufacturer for the three (3) UV modules, and they also manufacture the replacement parts. Purchasing from Trojan Technologies ensures the replacement parts match the original equipment. Trojan Technologies is the only known vendor of original equipment replacement parts. The quote form and the sole source justification are attached to this memo.

FISCAL EFFECTS
The purchase of the UV disinfection system replacement parts is for $120,760.93 and will be paid out of wastewater funds. The budgeted cost for this equipment was $150,000. There is sufficient budget to purchase the replacement parts.

STAKEHOLDERS

ALTERNATIVES
City Council may:

- Approve the purchase of the replacement parts for the Water Reclamation Facility UV Disinfection System in the amount of 120,760.93; or
- Not approve the purchase of the replacement parts. If not approved, the routine maintenance of the UV system will not proceed. The UV system will eventually fail, resulting in the discharge of treated wastewater that exceeds the permit and could result in fines from the Montana DEQ.

Attachments

Quote and Justification

Justification for Sole Source Provider

Date	3/30/2026	Vendor	Trojan Technologies
Requestor Name	Ken Christiansen	Contact Name	Graham Shuee
Department	WRF	Phone #	970-200-3114
Division	Water Quality	Email	mountainwestus@trojantechnologies.com
Phone #	406-850-1040	Amount	$120,670.93

Scope of Work or Product: (enter text below)

To supply the City of Billings WRF with the necessary materials/equipment to refurbish (1) UV Channel. See attached quote.

Reason for requesting sole source: (please check all that apply and supply necessary information)

☒ Item must match existing equipment because the Trojan 3000 Plus is a proprietary piece of equipment. Replacement parts are not offered by other manufacturers.

☒ Item is a repair part for existing equipment OR item is to be attached to existing equipment.

Name of existing equipment: Trojan 3000 Plus UV Disinfection System

☒ Technical characteristics of requested item are essential to our needs because

Without these parts the WRF will not be able to meet the WRF's E.Coli discharge limits to the Yellowstone River.

☒ Product is proprietary; no other manufacturer of this type of product exists.

☒ Only known vendor to service or provide this type of product in this region.

☐ Other manufacturers of this type of product do not meet our requirements:

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

☐ Product is being purchased through State of Montana Contract #: Click here to enter text.

☐ Other reason not listed above: Click here to enter text.

Please attach all appropriate documents and forward to Purchasing Agent. *Thank you.*

QUOTATION
QM0006404

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
4310 44th St SE
Kentwood, MI 49512
USA
T: 1-866-388-0488
www.trojantechnologies.com

Sold to
CITY OF BILLINGS
P.O. BOX 1178
Billings MT 59103-1178
UNITED STATES

Ship to
City of Billings WWTP
725 Highway 87 East
Billings MT 59101-0100
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com
Payment Terms : 0% / 00 / 30 net
Delivery Terms :
Carrier/LSP :

Internal Sales Rep : Graham Shuee
Customer No. : 100003722
Reference :
Quote Date : 03-23-2026
Quote Expiry Date : 04-22-2026

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	794447-0RD100 LAMP P, RED ANGLE BA 100PK	2.00	39,304.65/	EA	39,304.65 78,609.30	0.00% 0.00	78,609.30
20	794447-0RD50 LAMP P, RED ANGLE BA 50PK	1.00	19,889.10/	EA	19,889.10 19,889.10	0.00% 0.00	19,889.10
30	327021 SEAL, WIPER UV3+	250.00	14.72/	EA	14.72 3,680.00	0.00% 0.00	3,680.00
40	316144P O-RING, SLEEVE SEAL UV3+ 10PK	16.00	3.75/	EA	3.75 60.00	0.00% 0.00	60.00
50	316136-004 SLEEVE, QTZ UV3+ 28x25x19584PK	4.00	679.88/	EA	679.88 2,719.52	0.00% 0.00	2,719.52
60	002268-28A4BP O-RING, 28X4.5 mm NBR 25PK	8.00	17.80/	EA	17.80 142.40	0.00% 0.00	142.40
70	901507 CLEANER, ACTICLEAN GEL 4X4L	1.00	444.21/	CS	444.21 444.21	0.00% 0.00	444.21

QUOTATION
QM0006404

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
4310 44th St SE
Kentwood, MI 49512
USA
T: 1-866-388-0488
www.trojantechnologies.com

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
80	327118P O-RING, UV3+ WIPER CANISTER 4P	88.00	3.10/	EA	3.10 272.80	0.00% 0.00	272.80
90	015509 KIT, SENSOR CABLE W/GREASE	2.00	203.20/	EA	203.20 406.40	0.00% 0.00	406.40
100	914374-008GF PLUG, UV3+ PDC MODULE 8' GF	20.00	663.51/	EA	663.51 13,270.20	0.00% 0.00	13,270.20
110	FREIGHT FREIGHT & HANDLING **FREIGHT EXTRA**	1.00	1,267.00/	EA	1,267.00 1,267.00	0.00% 0.00	1,267.00

Goods	119,493.93	Discount	0.00	Tax Amount		Total USD
Costs	1,267.00	Subtotal	120,760.93	0.00		120,760.93

QUOTATION
QM0006404

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www.trojantechnologies.com/sales-terms-conditions

Consent 1. F.

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Billings TIP Amendment #3
PRESENTED BY: Lora Mattox
Department: Planning & Community Services
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

The Technical Advisory Committee (TAC) recommends the City Council forward a recommendation of approval of the 2024-2028 Transportation Improvement Program (TIP) Amendment 3 to the Policy Coordinating Committee (PCC). The PCC is scheduled to take final action on the TIP at its meeting on May 19, 2026.

EXECUTIVE SUMMARY

TIP Amendment 3 updates the Billings MPO Transportation Improvement Program (TIP) for 2024--2028, which prioritizes regional transportation projects and programs funded by federal surface transportation funding. The amendment adds new projects, adjusts funding allocations, and revises project schedules to reflect updated costs, funding availability, and regional priorities.

Key updates include the addition of several MDT roadway projects (such as pavement preservation, bridge rehabilitation, striping, signal upgrades, and ADA sidewalk improvements) and two MPO Transportation Alternatives projects: Johnson Lane Sidewalks and a Safe Routes to School initiative. The amendment also updates funding sources and project timelines as needed.

The MPO planning process includes public hearings and opportunities for comment at Planning Board, City Council, County Commission, and Policy Coordinating Committee meetings. The Technical Advisory Committee (TAC) is recommending approval of this TIP amendment to maintain eligibility for federal transportation funding and advance projects programmed in the TIP. The amendment does not directly affect City or County budgets, as federal funds support the projects and local projects are already included in other plans.

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

The TIP is a strategic plan outlining prioritized transportation projects within the Billings Metropolitan Organization (MPO) for 2024-2028. It facilitates the scheduling of federal funds for surface transportation, highlights regional priorities, and presents a short-term transportation vision.

Periodic amendments are necessary to update project lists, funding allocations, and schedules. This amendment incorporates new projects, financial adjustments, and timing revisions based on funding availability and regional priorities.

Key Updates in Amendment 3 are marked in red and green in the TIP tables (attached).

1. Project Additions -- These are new projects that identify project timing and funding sources but not necessarily project details. Listing projects in the TIP is the first step in project development.

- MDT Project - Laurel Road/Montana Avenue: Sidewalk improvements to meet ADA compliance.
- MDT Project - 1st Avenue South: Pavement preservation on 1st Avenue South.
- MDT Project - Junction Highway 312 to Mile Post 7.29: Striping and durable pavement markings.
- MDT Project -- South Frontage Road: Mullowney Lane to Wise Lane: Roadway striping.
- MDT Project -- Montana Avenue Bridges: Bridge rehabilitation.
- MDT Project -- Shiloh Road: King Avenue to Rimrock Road: Pavement preservation.
- MDT Project -- State Avenue: Pavement preservation.
- MDT Project -- King Avenue Signals: Intersection upgrades/signals.
- MPO -- Johnson Lane Sidewalks: Transportation Alternatives sidewalk project.
- MPO -- Safe Routes to School: Transportation Alternatives project that will improve safe routes to schools.

2. Financial Adjustments

- Funding sources and allocations updated to reflect revised cost estimates and grant awards.
- Adjustments made to federal, state, and local funding contributions.

3. Project Timing Revisions

- Schedule updates due to funding shifts, permitting processes, or construction timelines.

FISCAL EFFECTS

The TIP identifies available federal funding sources for transportation projects. However, many federally funded projects require a local match, which may have implications for City and County budgets. These local contributions are typically identified in other planning documents, such as the Capital Improvement Program (CIP), and no specific project funding is being approved as part of this TIP Amendment. Non-federally funded projects are also accounted for in these existing planning documents.

STAKEHOLDERS

The MPO's Transportation Planning Process includes multiple opportunities for public input. The Planning Board will host a public hearing, with additional public comment opportunities at Billings City Council, the Board of County Commissioners, and the Policy Coordinating Committee meetings.

ALTERNATIVES

The TIP provides the MPO a listing of federally funded projects through 2028. The City Council may:
- Forward a recommendation of approval of the 2024-2028 TIP Amendment 3 to the PCC which will allow the continuation of federal funds to the MPO, or;
- Not forward a recommendation of approval of the 2024-2028 TIP Amendment 3 to the PCC. Not forwarding a positive recommendation could jeopardize continued federal funding in the MPO for local and MDT managed projects.

Attachments

TIP Amendment 3
TIP Tables
TIP Amendment 3 Presentation

The Billings Metropolitan Planning Organization

TRANSPORTATION IMPROVEMENT PROGRAM

(TIP)

Federal Fiscal Years

FFY 2024 – 2028

Amendment 3

May 19, 2026

Prepared by:

Billings Metropolitan Planning Organization

Yellowstone County Board of Planning

In cooperation with:

City of Billings, Montana
County of Yellowstone, Montana
Billings Urban Transportation District
Montana Department of Transportation
Federal Highway Administration
Federal Transit Administration

APPROVALS

REVIEWED BY

	2024-2028	Administrative Modification 1	Amendment 2	Amendment 3	
Technical Advisory Committee	02/08/2024	N/A	03/13/2025	4/9/2026	
Yellowstone County Board of Planning	02/27/2024	N/A	04/8/2025	4/28/2026	
Billings City Council	03/11/2024	N/A	04/14/2025	4/27/2026	
Yellowstone County Board of County Commissioners	03/12/2024	N/A	04/8/2025	5/12/2026	

Approved By

	2024-2028	Administrative Modification 1	Amendment 2	Amendment 3	
Policy Coordinating Committee	03/19/2024	04/16/2024	04/15/2025	05/19/2026	
Montana Department of Transportation					

The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

The public notice of public involvement activities and time established for public review and comment on the TIP will satisfy the POP requirements of Section 5307 for the City of Billings MET Transit.

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Acronyms

BR	Bridge Replacement and Rehabilitation Program
CMAQ	Congestion Mitigation and Air Quality
CN	Construction
CO	Carbon Monoxide
CR	Carbon Reduction
EARMARK	Congressionally Directed Funds
EPA	Environmental Protection Agency
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY/FFY	Fiscal Year/Federal Fiscal Year. The local and state government fiscal year runs from July 1 - June 30. The Federal fiscal year runs from October 1 – September 30
HSIP	Highway Safety Improvement Program
IC	Incidental Construction
IIJA	Infrastructure Investment and Jobs Act
IM	Interstate Maintenance, IM is a state sub-allocated program funded by the federal National Highway Performance Program
MACI	Montana Air and Congestion Initiative
MAP-21	Moving Ahead for Progress in the 21st Century Act
MDT	Montana Department of Transportation
MPO	Metropolitan Planning Organization. The Yellowstone County Board of Planning is the MPO for the Billings Urban area.
NAAQS	National Ambient Air Quality Standards
NH	National Highway System, NH is a state sub-allocated program funded by the federal National Highway Performance Program
NHPB	National Highway System Bridge Program
PCC	Policy Coordinating Committee. Together with the TAC, the transportation planning organization for Federal aid projects in the Billings urbanized area.
PE	Preliminary Engineering
PM_{10}	A federal standard for particulate (10 microns or less in size), i.e., road dust, brake lining and/or wood smoke particles.
$PM_{2.5}$	A federal standard for particulate (2.5 microns or less in size), i.e., road dust, brake lining and/or wood smoke particles.
ROW	Right of Way
RP	Road Reference Post
RRS	Railroad Crossing
SFCN	State Funded Construction
SRTS	Safe Routes to Schools
SIP	State Implementation Plan. A plan for improving air quality in the State, including the Billings area.
STIP	State Transportation Improvement Program
STPB	Surface Transportation Program Bridge
STPE	Surface Transportation Program Enhancements
STPP	Surface Transportation Program Primary

STPU	Surface Transportation Program Urban
STPX	Surface Transportation Program Off-System
TA	Transportation Alternatives
TAC	Technical Advisory Committee
TIP	Transportation Improvement Program. A multi-year program of highway and transit projects on the Federal aid system, which addresses the goals of the long-range plans and lists priority projects and activities for the region.
TSP	Total Suspended Particulate
UPP	Urban Pavement Preservation

Introduction

Preface

The Yellowstone County Board of Planning (YCBP) is the Metropolitan Planning Organization, (MPO), for the Billings metropolitan planning area. The Transportation Improvement Program, (TIP), is the funding mechanism for transportation projects requesting federal dollars in the Billings urbanized area. This document contains a list of all surface transportation projects requesting the use of federal funds. Local jurisdictions working through the Billings MPO's Policy Coordinating Committee (PCC) determine how the area's transportation system is developed and expanded.

The Infrastructure Investment and Jobs Act (IIJA) Passed by Congress on November 15, 2021, authorizing funding for Federal transportation programs for the five-year period from 2022-2026. The IIJA effectively replaced the Fixing America's Surface Transportation (FAST) Act and the prior infrastructure act Moving Ahead for Progress in the 21st Century (MAP-21) Act. MAP-21 authorized the Federal surface transportation programs for highways, highway safety, and transit for the 2-year period FFY 2013-2015. Like MAP-21, FAST Act and now IIJA requires that each Metropolitan Planning Organization (MPO) prepare a financially constrained transportation project programming document called a Transportation Improvement Program (TIP). While the IIJA replaced FAST, any previously obligated but unspent funds under the previous acts are still available at this time.

About the Transportation Improvement Program

The TIP is a short-range program of highway and transit projects in the Billings metropolitan planning area and is prepared by YCBP staff in cooperation with state and local agencies. The basic purpose of the TIP is to provide the mechanism for scheduling federal funds for surface transportation projects, indicating regional priorities, and demonstrating a short-range transportation vision for the area. A secondary purpose of the TIP is to provide information about other transportation projects in the planning area that are exempt from the TIP approval process such as projects that do not utilize federal funds.

TIP Process and Development

The development of the TIP document is the responsibility of the Billings MPO and provides an opportunity for local officials to determine priorities and spending for federal highway and transit funds. Any transportation project located in the Billings metropolitan planning area must be included in the TIP prior to receiving federal funds. TIP projects must be included in the area's Long Range Transportation Plan and are proposed for the TIP by local elected officials, transit operating officials, or state highway agencies. The TIP is reviewed and endorsed annually by the Billings MPO's Policy Coordinating Committee, (PCC), and may be modified through the TIP amendment process. The PCC includes a Billings City Council representative, the Chair of the Yellowstone County Commission, the President of the Yellowstone County Board of Planning and the District Administrator of the Montana Department of Transportation. After PCC endorsement, the TIP is submitted to the Montana Department of Transportation (MDT) for approval and to the Federal Highway Administration and Federal Transit Administration for federal review of the document and concurrence.

Federal Regulations

The Transportation Improvement Program (TIP) is a required planning program for federally assisted highway and transit improvements for the Billings metropolitan planning area and the Montana Department of Transportation (MDT) over a five-year period. The principal focus is given to the first two years of the program, the Biennial Element, however the TIP contains projects that could be implemented between October 1, 2024 – September 30, 2028 (FFY 2024 & 2028). The TIP is prepared annually and is in conformance with 23 CFR, Part 450 324-330.

Financial Resources

A range of federal funding sources is available to the Billings planning area for the purposes of funding transportation system improvements. Following is a list of those sources which, when available to the Billings area, are shown in the Transportation Improvement Program. Project implementation is indicated as expected to occur during the pertinent program year. Billings has had a favorable history of receiving federal earmarks as reflected in the table below.

BILLINGS FEDERAL EARMARK HISTORY 1999 – through 2009

Project	Earmark
Billings Bypass	$22,445,600

Funding Sources

- Surface Transportation Program Off System (STPX)
- Surface Transportation Program Secondary (STPS)
- State Funded Construction (SFCN)
- Surface Transportation Program Urban (STPU)
- Surface Transportation Program Primary (STPP)
- National Highway (NH)
- National Highway Freight Program (NHFP)
- Interstate Maintenance (IM)
- Railroad Crossing (RRS)
- Highway Safety Improvement Program (HSIP)
- Bridge Replacement and Rehabilitation Program (BR includes NHPB and STPB)
- Urban Pavement Preservation (UPP)
- Transportation Alternatives (TA)
- Congestion Mitigation Air Quality (CMAQ)
- Montana Air Congestion Initiative (MACI)
- FTA Section 5339
- FTA Section 5307
- FTA Section 5310
- Transade (State Funded)
- Congressionally Directed Funds (EARMARK)

Air Quality Consistency

Billings was designated as a non-attainment area for both Total Suspended Particulates (TSP) and Carbon Monoxide (CO) on March 3, 1978, (Federal Register, Vol. 44, No. 150, page 45421, August 2, 1979). As such, Billings was required to prepare a Transportation Control Plan (TCP). The TCP identified strategies to mitigate the TSP and CO problems. The TCP is the Billings element of Montana's State Implementation Plan (SIP). The TIP is required to be, and is, consistent with the TCP as discussed in the Billings conformity statement. In 1987 the standard for TSP was dropped, and a new standard for particulate matter under 10 microns in size (PM - 10) was adopted (7/1/87 at 52 FR 24854). The Environmental Protection Agency (EPA) has also adopted the PM 2.5 standard and Billings is considered to be in compliance with both of these new standards.

The Billings CO maintenance area has shown continuous maintenance of the CO NAAQS from April 22, 2002, through April 22, 2022 (and to the present date); therefore, the area has met its obligation to demonstrate maintenance of the CO standard for 20 years. The Yellowstone County Board of Planning, as the designated metropolitan planning organization for the Billings area, is no longer required to address the transportation conformity determination requirements of 40 CFR part 93, subpart A for the Billings CO maintenance area, and such determinations for the Billings CO area will not be required as elements of future iterations of the Billings Urban Area Regional Transportation Plan and Transportation Improvement Program.

Regionally Significant Projects

There are no new regionally significant projects in this 2024-2028 Billings Urban Area TIP.

> 40 CFR part 93, subpart A - §93.126 Highway and Transit projects included in subpart A are exempt from the requirement to determine conformity. Such projects may proceed toward implementation even in the absence of a conforming transportation plan and TIP. A project will not be exempt if the MPO in consultation with other agencies, the EPA, FHWA, or FTA concur that it has potentially adverse emissions impacts for any reason.

REGIONALLY SIGNIFICANT PROJECT (2020-2024)

Project	Scope	Comments
Billings Bypass (aka North Bypass)	Location/Environmental	New Construction

Locally Significant Projects

Grand Avenue

The Billings MPO has identified the need to program the reconstruction of Grand Avenue from 41st Street West to 62nd Street West. In April of 2024, Montana Department of Transportation Highway Commission approved the request to add Grand Avenue to the Urban Highway System. With this approval, the MPO has identified the Grand Avenue project for Surface Transportation Program Urban (STPU) funds.

Project Description

Portions of Grand Avenue exist as a two-lane county road section in a growing area of the city that has no sidewalk or other multi-modal element. Increasing traffic levels on a narrow road and the inability to

separate left-turning vehicles are a main safety concern. This project completes Grand Avenue to City arterial standards where the street has not been constructed between 41st Street West and 62nd Street West. Grand Avenue is proposed as a three-lane roadway from 41st Street West to 62nd Street West, including a transition west from Shiloh Road. The project will construct a separated, multi-use path on one side and a separated sidewalk on the opposite side of the roadway. Multi-modal improvements, including recommendations from the Safe Routes to School plan, will be considered and implemented. Streetlights will be installed along the roadway corridor. A new traffic signal is anticipated at Grand Avenue and 56th Street West. Additionally, stormwater improvements will be constructed with the project, which will serve the roadway runoff as well as developments within the area. This will result in an overall improvement to the functionality of the stormwater on Billings' west end.

This project contributes to the System Performance Measure as the project will enhance the efficiency of the transportation system, reduce congestion and travel times.

Transportation Alternative Program

The Billings MPO added two Transportation Alternatives (TA) projects in 2025, building on earlier TA investments. Previously approved projects included the Stagecoach Trail, submitted by the City of Billings and currently in the design phase, and a Yellowstone County–sponsored project that completes a sidewalk segment in Lockwood.

In January 2025, the Billings MPO issued a call for applications for the Transportation Alternatives Program grant. The MPO was awarded $1,784,111 for the 2025 funding cycle, which was available to projects sponsored by local, state, or federal agencies. Two applications were received and both were fully funded. The City of Billings was awarded $1,292,030.94 in TA funds for a suite of Safe Routes to School projects, and Yellowstone County, through the Lockwood Pedestrian District, received $217,021.43 for the Johnson Lane Sidewalk Connector Project.

These projects contribute to the Safety Performance Measure as the project will assist in the number of non-motorized fatalities and non-motorized serious injuries. These projects also contribute to the Congestion Mitigation and Air Quality (CMAQ) Performance Measure as the project will reduce on-road mobile source emissions.

Energy Conservation Considerations

Energy impact analyses have been conducted as a part of the urban transportation planning process. In addition, increased attention has been given to energy conservation and contingency planning on a project specific basis.

As part of the 2023 update of the Billings Urban Area Transportation Plan, energy conservation was considered in each of the proposed alternative transportation networks.

The City of Billings has a well-developed transit system, and ride-sharing opportunities have been examined. Transit facilities and highway system proposals will continue to be considered in a comprehensive method through the adopted Transportation Planning process.

The detailed energy conservation analysis of specific projects has been conducted for each of the major highway construction projects recommended in the 2023 update of the Billings Urban Area Transportation Plan.

Programming of Non-Urban System, Federal Aid, and State Funding

Proposed projects involving federal-aid funding, other than urban system funding, that are proposed within existing rights-of-way and which are determined to not significantly change traffic patterns, may not be considered to be of appropriate scale to warrant a modification to a currently valid TIP.

When there is knowledge of such projects prior to the annual adoption of the TIP, each project will be included in the program. Generally, projects falling within this category are those which serve to preserve and maintain the integrity of the existing plant or facility such as: overlays to improve or maintain surface conditions; bridge expansion joints and deck repairs necessary to maintain structural and surface sufficiency; slope repair necessary to maintain drainage adequacy; etc. Projects of this nature will be identified by MDT with appropriate justification when requesting program approval of federal highway funds. Local urban area officials will be advised by the Department through the local planning process of the Department's intent to expend federal funds (non-urban system) for such improvements in their area.

Performance Measures

Planning "Performance Measures" are a tool by which the effectiveness of the transportation programs can be measured and are a required element for MPO planning. Specifically, the adoption of Performance Measures and Targets are required for MPOs and States, and they must be included in the MPOs Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP).

The Billings MPO has adopted the measures and targets set by the Montana Department of Transportation and has committed to meeting the targets through implementation of its LRTP. The MPO has adopted the State's measures and targets for safety, pavement and bridge condition, system performance, freight and congestion mitigation and air quality, and will support the Billings Transit District's measures associated with transit. To support the targets, the MPO will plan and program projects that contribute toward meeting the targets for each Performance Measure. In general, since the MPO has opted to support the state targets, reporting on this information is completed at the state level. Reporting indicates that the agency has met or made considered progress toward meeting established targets. More detail and supporting data may be found in the Billings LRTP, which are incorporated by reference into this TIP.

The Billings MPO continues to support current targets and affirms this commitment through the inclusion of this statement of support in this document. The narratives and associated table that follow outline the currently adopted measures and targets. Finally, current projects in this TIP that support attainment of specific Performance Measure Targets are identified in the table "Projects List", which includes a column titled "Performance Measure & Target". While the project's contribution to target attainment is identified, it is impossible to quantify the contribution; thus, only the measure and target description are listed.

Safety

The Billings MPO supports the state's targets for applicable safety performance measures. The goal of safety performance measures is to reduce the number of traffic fatalities and serious injuries in the public right of way. Interstate Maintenance, National Highway, Highway Safety Improvement Program, Surface Transportation Program Off-System, Secondary, and State Funded Construction funding sources support projects with the intent to improve safety measures.

Performance Measure	2026 State Target (based on 5-year rolling average)
Number of fatalities	No more than 205.4 annual fatalities, which is an annual reduction of 8 fatalities per year
Rate of fatalities per 100 million vehicle miles traveled (AVMT)	No more than 1.507 fatalities per 100 million annual vehicle miles traveled (AVMT) which is a reduction of .056.
Number of serious injuries	No more than 750 serious injuries, which is an annual reduction of 29 serious injuries.
Rate of serious injuries per 100 million vehicle miles traveled (AVMT)	No more than 5.503 serious injuries per 100 million AVMT which is an annual reduction of .210.
Number of non-motorized fatalities and non-motorized serious injuries	No more than 57.2 non-motorized fatal and serious injuries, which is an annual reduction of 2 per year

Pavement and Bridge Condition

Pavement and bridge condition performance measures aim to maintain roadway and bridge infrastructure in such a way it remains functional and in good repair. Pavement and Bridge Condition are impacted most by Interstate Maintenance, National Highway, Bridge Program, and Urban Pavement Preservation funding sources. Projects included for funding under these sources were selected in part due to their contribution towards pavement and bridge condition targets.

Performance Measure	State Target	
	2-Year	4-Year
Percent of Pavements of the Interstate in Good Condition	50%	35%
Percent of Pavements of the Interstate in Poor Condition	2%	2%
Percent of Pavements of the Non-Interstate NHS in Good Condition	40%	30%
Percent of Pavements of the Non-Interstate NHS in Poor Condition	3%	3%
Percent of Bridges Classified as in Good Condition	16%	17%
Percent of Bridges Classified as in Poor Condition	9%	8%

System Performance

System performance measures exist to improve the efficiency of the overall transportation system, while helping to reduce congestion and travel times and increase reliability of the system. These measures are related to Congestion Mitigation and Air Quality, Surface Transportation Program Urban, and

Transportation Alternatives funding sources. Projects included in these funding sources will contribute to meeting state targets for system performance.

Performance Measure	State Target	
	2-Year	4-Year
Percent of the person-miles traveled on the interstate that are reliable	98%	98%
Percent of the person-miles traveled on the non-Interstate NHS that are reliable	80%	80%

Freight

The primary goal for establishing freight performance measures and targets is to improve the national freight network, while providing access to trade and enhancing the capacity of communities to participate in, and support regional economic development. The FHWA has established a performance measure specifically related to freight movement on the Interstate System, and MDT has set a 2- and 4-year target to address freight reliability (see table below).

Freight performance measures are most strongly influenced by the National Highway Freight Program Federal funding source. Projects selected for National Highways funding will contribute to improving the national freight network and meeting state targets. More information regarding freight related performance measures and metrics can be found in the Montana Freight Plan.

Performance Measure	State Target	
	2-Year	4-Year
Truck Travel Time Reliability (TTTR) Index	1.30	1.30

Congestion Mitigation and Air Quality (CMAQ)

The collection of data regarding air quality performance measures helps to evaluate projects to ensure they are protecting and enhancing the health of the natural environment. These performance measures may be impacted by Congestion Mitigation and Air Quality, Montana Air and Congestion Initiative Discretionary Program, Transportation Alternatives, and Federal Transit Administration funding sources and associated projects that provide support for non-motorized transportation projects and programming that enhances air quality and encourages sustainable transportation options.

Performance Measure	State Target	
	2-Year	4-Year
CMAQ Traffic Congestion (Annual Hours of excessive delay per capita)	N/A	N/A
Percent of Non-SOV travel	N/A	N/A
CMAQ On-Road Mobile Source Emissions (Total Emission Reductions)		
Carbon Monoxide (CO)	>0.0 kg/day	>0.0 kg/day
Particulate Matter 10 (PM_{10})	>0.0 kg/day	>0.0 kg/day
Particulate Matter 2.5 ($PM_{2.5}$)	N/A	N/A

Transit Asset Management

Transit Asset Management Performance targets and measures established for transit asset management (TAM) serve to provide safe, cost-effective, and reliable public transportation through a strategic and systematic process of operating, maintaining, and improving public transportation capital assets. The FTA has established four transit performance measures, three of which are applicable to MET Transit. Transit agencies are only required to establish targets for assets they have direct capital responsibility over. Thus, MET Transit was not required to establish targets for the infrastructure performance measure in their Transit Asset Management Plan (i.e. the percentage of track segments (by mode) that have

performance restrictions). The performance measures and targets established by MET Transit and supported by the MPO are shown in the table below:

Asset Category – Performance Measure	Asset Class	2024 Target	2025 Target	2026 Target	2027 Target	2028 Target
REVENUE VEHICLES						
Age - % of revenue vehicles within a particular asset class that have met or exceeded their minimum useful life	BU – Bus	11%	0%	0%	0%	0%
	CU – Cutaway Bus	59%	53%	0%	0%	0%
SERVICE VEHICLES						
Age - % of vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark (ULB)	Trucks and other Rubber Tire Vehicles	100%	13%	25%	25%	25%
FACILITIES						
Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirements Model (TERM) Scale	Passenger Facilities	0%	0%	0%	0%	0%
	Administration and Maintenance	0%	0%	0%	0%	0%

Transit Safety Plan Targets

The Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673) requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). The plan must include safety performance targets regarding fatalities, injuries, safety events, and system reliability. The rule applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial assistance under the Urbanized Area Formula Program (49 U.S.C. § 5307). MET Transit developed and established a Transit Agency Safety Plan with the following safety performance targets:

Safety Performance Targets for 2026	Fixed Route Service	Paratransit Service
Major Safety Events (Total)	**2**	**0**
Major Event Rate (per 100k VRM)	<0.25	0
Collision Rate (per 100k VRM)	<0.25	0
Pedestrian Collision Rate (per 100k VRM)	0	0
Vehicular Collision Rate (per 100k VRM)	<0.25	0
Fatalities (Total)	**0**	**0**
Fatality Rate (per 100k VRM)	0	0
Transit Worker Fatality Rate (per 100k VRM)	0	0
Injuries (Total)	**2**	**0**
Injury Rate (per 100k VRM)	<0.25	0
Transit Worker Injury Rate (per 100k VRM)	0	0
Assault on Transit Workers (Total)	**0**	**0**
Assault on Transit Workers Rate (per 100k VRM)	0	0
System Reliability (VRM/Failures)	30,000	50,000

Federal Transit Administration Projects

The Federal Transit Administration funded projects, including FTA Section 5339 grant projects, are intended to assure the continued efficient operation, maintenance and administration of the MET Transit system fleet and facilities, including meeting federal regulations such as the Americans with Disabilities Act (ADA). The operating grants are for the fiscal years of July 1, 2024, to June 30, 2028, and the Section 5339 grant projects will permit Bus and Bus Facilities projects in Fiscal Years 2024 through 2028.

The vehicle purchases for MET PLUS are projects to enable the City to continue providing the required specialized demand-responsive paratransit service for citizens who are unable to use the MET Transit System due to their disabling conditions. The projects to purchase vehicles for other entities will address some of the transportation needs of individuals with disabilities and senior populations.

Advancement of Projects

It is mutually agreed that the first two years of this program are the best estimate of the project phase that will be undertaken during the Biennial timeframe. Occasionally, projects advance through the design process faster than anticipated. An approved project may accelerate into the next logical phase providing that the funding source does not change from that which was initially identified in the TIP. Federal, State, and local governments have agreed that a TIP revision is not required in order to accelerate a specific project phase, so long as other planned work is not unduly delayed.

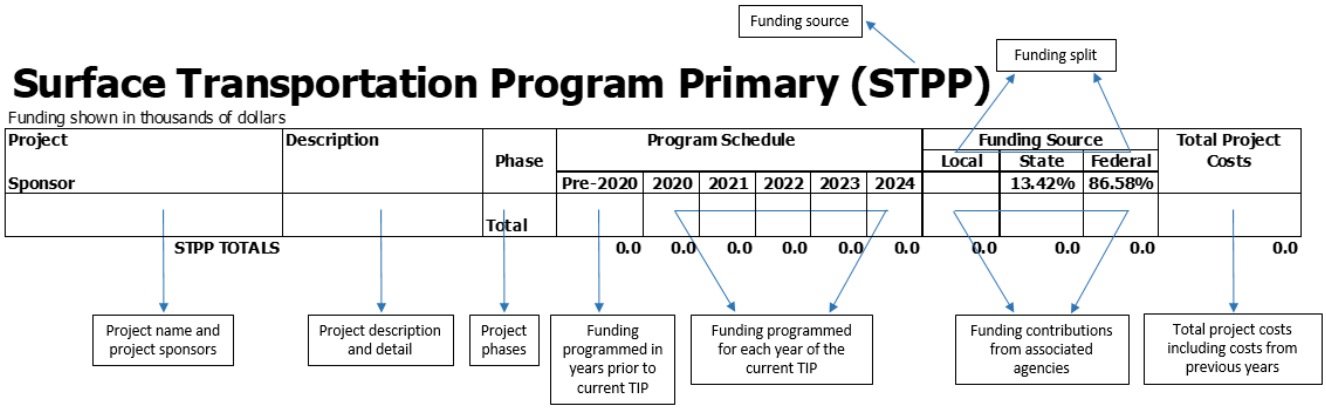
- The priorities with regard to the FTA Section 5307 projects in the Biennial Element are:
    1) Operating Assistance.
- The priorities with regard to the FTA Section 5310 projects in the Biennial Element are:
    1) Replacement vehicles for MET Special Transit and other local agencies.
- The priorities with regard to the FTA Section 5339 projects are:
    1) Assistance for bus/bus facilities

Annual Listing of Projects

Federal regulation (23 CFR §450.334) requires publication of an annual listing of projects for which Federal funds have been obligated in the TIP in the preceding year consistent with the categories identified in the TIP. The MPO will post this list to the Transportation Resource page of the City of Billings Website: https://billingsmt.gov/DocumentCenter/View/54291/10-1-2024TO9_30_2025BLGS

Understanding TIP Funding Tables

The TIP project funding tables consist of multiple components and are designed to best display integral information regarding the projects within the TIP. The image below identifies and explains each of the various components of the TIP project funding tables and can be used as a tool to understand the information being presented within the funding tables.



All construction projects included in the TIP will be completed in multiple phases (i.e. PE, RW, IC, and CN). Funding for each construction project is broken down by the costs of each specific phase. The table below provides a description of construction project phases and additional project phases the reader can expect to see within TIP funding tables.

Project Phase	Description
CN	Construction – Construction and/or reconstruction work performed by the agency or contractor to include construction engineering.
IC	Incidental Construction – 'Safety net' for unexpected construction expenditures
OT	Other – Additional programmatic expenditures including costs for education, and outreach
PE	Preliminary Engineering – Analysis and design work completed prior to project construction (the abbreviation EIS will be added if phase includes an environmental impact statement)
Purch.	Purchase – Procuring equipment, software, vehicles, or facilities
RW	Right of Way – Tasks associated with acquiring and preparing the right of way for a project (e.g. property acquisition and utility relocation)
Transit	Transit operations

Billings MPO Project List

PROJECT	UPN	SCOPE	COMMENTS	PERFORMANCE MEASURES	
CMAQ					
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River			
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design		System performace - Efficiency	
Grand Ave 41st to 62nd		Reconstruction of existing roadway	Possible LAG project	System performace - Efficiency	
STPU					
Billings Bypass - Five Mile Road	4199-002	Reconstruction of roadway	Completed	System performance - Efficiency	
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River			
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design		System performance - Efficiency	
Grand Ave 41st to 62nd		Reconstruction of existing roadway	Possible LAG project	System performance - Efficiency	
IM					
MDT Preventative Maintenance		Pavement Preservation and Striping	Placeholder to allow project nominations		
I-90 Yellowstone River - Bilings	7972	Bridge Replacement		Bridge condition	
Mossmain Intch - West Blgs Intch	9198	Pavement Preservation w/ signal improvements at off ramps		Pavement condition	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design		Safety - Reduce Fatalities & Serious Injuries	
Lockwood Intechange - Billings	9978	Reconstruction of existing Interchange to a diverging diamond design		Safety - Reduce Fatalities & Serious Injuries	
I-90 CULVERTS - BILLINGS AREA	10427	Culvert replacement	Not all locations inside MPO boundary		
NH					
MDT Preventative Maintenance		Pavement Preservation and Striping	Placeholder to allow project nominations		
Billings Bypass	4199-000	New Construction	Covers PE & IC		
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River			
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design			
Billings Bypass - RR O'pass	4199-005	New construction of bridge over the railroad			
Billings Bypass - Johnson Ln Intch-RR O'pass	4199-008	New construction of roadway connection from existing Interchange to the bridge over the railroad		Safety - Reduce Fatalities & Serious Injuries	
Billings Bypass - Johnson Lane Intch - RR O'pass	4199-006	New construction of connection from interchange to the railroad overpass			
Billings Bypass - Five Mile Road to US 87	4199-004	New construction of connection from Five Mile to US 87			
Exposition Dr. & 1st Ave N. Blgs	7908	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
Underpass Ave. Improvements	8669	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
Airport Rd. & Main St. - Blgns	8718	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
1st Ave. N - N 9th to RR Xing	9022	Major Reconstruction			
Zoo Drive Improvements	9597	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
1st Ave. N - RR Xing to Broadway	9880	Major Reconstruction			
1st Ave. N - Broadway to Division	9881	Major Reconstruction			
Montana Ave Crosswalks - Billings	9998	Sidewalk Improvements ADA Compliance		Safety - Reduce Fatalities & Serious Injuries	
Laurel RD / Montana Ave - BLGS	9998001	Sidewalk Improvements ADA Compliance	Split from MT Ave Crosswalks	Safety - Reduce Fatalities & Serious Injuries	New project
1st Ave South - Billings	10692	Pavement Preservation on 1st Ave South N-114 Mill & Fill with underseal and possible Digouts.			New project
JCT Hwy 312 to MP 7.29		Striping and Durable Pavement Markings			New project

Billings MPO Project List (Continued)

NHFP					
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design			
I-90 Yellowstone River - Billings	7972	Bridge Replacement		Freight Network	
STPX, STPS, SFCN					
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River			
Lockwood Interchange	9588	Interchange Improvements Study			
Jct Main & 87 to Worden		Roadway Striping			
SF 209 BILLINGS DIST SIGNS	10299	install safety improvement: signs, delineation, chevrons			
Mullowney Ln to Wise Ln		Roadway Striping			New project
STPP					
RRS					
HSIP					
Various Safety Projects			Placeholder to allow project nominations		
SF 129 - Rndabout King 56th	8052	Intersection Improvements - Roundabout		Safety - Reduce Fatalities & Serious Injuries	
SF 169 Rimrock & 62nd St. W	9383		Roundabout	Safety - Reduce Fatalities & Serious Injuries	
Zoo Drive Improvements	9597	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
SF 189 South D5 Safety Imprv	9912	Intersection Safety Improvements	Several intersections West End Billings using 10% for costs	Safety - Reduce Fatalities & Serious Injuries	
SF 209 BILLINGS DIST SIGNS	10299	install safety improvement: signs, delineation, chevrons			
KING AVE & 48TH STREET - BLGS	10643	Roundabout safety and operational improvements	split funded	Safety - Reduce Fatalities & Serious Injuries	
BR					
Billing Bypass - Yellowstone River	4199-003	New construction of bridge over the Yellowstone River			
I-90 Yellowstone River - Billings	7972	Bridge Replacement			
BR PRES COLUMBUS JOLIET AREA	9552	Minor bridge rehab	One project in MPO Boundary		
SHILOH RD / I-90 BRIDGE - BLGS	9720	Bridge rehab		Bridge condition	
MONTANA AVE OVERPASS- BILLINGS	9913	Bridge rehab		Bridge condition	
MONTANA AVE BRIDGES- BILLINGS	10765	Bridge rehab		Bridge condition	New project
UPP					
Various Preservation Projects		Pavement preservation	Placeholder to allow project nominations		
Shiloh Rd - King Ave to Rimrock	10703	Pavement preservation			New project
State Avenue - Billings	10704	Pavement preservation			New project
MACI					
MDT MACI		Statewide CMAQ - Various	Placeholder to allow project nominations		
MDT MACI		Statewide CMAQ - ADA Compliance	Placeholder to allow project nominations		
Underpass Ave. Improvements	8669	Intersection Improvements			
Mossmain Intch - West Blgs Intch	9198	Pavement Preservation w/ signal improvements at off ramps	Partially funded IM is primary		
ATSPM - MAIN STREET (BILLINGS)	10400	Signal Improvements			
BILLINGS DISTRICT ADA UPGRADES	10431	Signal Improvements	CE only		
King Ave Signals - Billings	10585	INT upgrades/signals			New project

Billings MPO Project List (Continued)

CR					
BILLINGS DISTRICT ADA UPGRADES	10431	Signal Improvements	CN only		
Zoo Drive Improvements	9597	Intersection Improvements	CN only		
KING AVE & 48TH STREET - BLGS	10643	Roundabout safety and operational improvements	split funded		
TA					
Stagecoach Trail		Shared use path		Non-Motorized Fatalities and Serious Injuries	
Old Hardin Sidewalk		Sidewalk construction		Non-Motorized Fatalities and Serious Injuries	
Johnson Ln - Sidewalks	10721	Sidewalk construction		Non-Motorized Fatalities and Serious Injuries	New project
Safe Routes to Schools - BLGS	10722	Improve routes in Billings school districts		Non-Motorized Fatalities and Serious Injuries	New project
FWP					
Rose Park Trail, Phase 1	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local (In-Kind) $25,000		
Rose Park Trail, Phase 2	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000		
Lilis Park Trail Connector	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000		
Big Ditch Trail Extension	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000		
Southern Riverfront Park Trail*	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000		
Trailside Education Signs*	Local	Trail Signage	Recreational Trails Program $47,000 Local $12,000		
EARMARK					
Billings Bypass	4199-001	New Construction	Covers Environmental Doc., PE, RW		
FTA 5307					
FTA 5339					
FTA 5310					
FTA 5311					
100 % LOCALLY FUNDED PROJECTS					
Various Projects		Annual Operation and Maintenance			
State Funded Maintenance					
Various Maintenance Projects		Maintenance			

Projects with Multiple Funding

Billings Bypass

Funding shown in thousands of dollars

Project: Billings Bypass		Description	Phase	Program Schedule							Funding	Local	State	Federal	Total Project Costs	
Sponsor: MDT				Pre-2024	2024	2025	2026	2027	2028	2028+	Source		13.42%	86.58%		
Billings Bypass	*UPN4199000*	Environmental Impact Staten	PE-EIS	4,919.6							EARMARK		660.2	4,259.4	4,919.6	
		Preliminary Engineering	PE	9,679.0							EARMARK		1,298.9	8,380.0	9,679.0	
		Preliminary Engineering	PE	8,074.0		1,353.5	381.7				NH		1,316.4	8,492.9	9,809.3	modified pe to actuals
		Right of Way Acquisition	RW	11,420.0	4,500.0		10,000.0				EARMARK/NH		3,478.5	22,441.5	25,920.0	modified RW to actuals
		Utility Moves	IC								NH		0.0	0.0	0.0	
MDT			**Total**	**34,092.6**	**4,500.0**	**1,353.5**	**10,381.7**	**0.0**	**0.0**				**6,754.0**	**43,573.9**	**50,327.9**	
Billings Bypass	*UPN4199002*	Construction of Five Mile Roa	IC	140.1							STPU		18.8	121.3	140.1	
(Five Mile Road)			CN	5,865.9							STPU		787.2	5,078.7	5,865.9	
MDT			**Total**	**6,006.1**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**				**806.0**	**5,200.1**	**6,006.1**	
Billings Bypass	*UPN4199003*	Construction of a new bridge	IC	416.2	-90.8						NH		43.7	281.8	325.5	
(Yellowstone River Bridge)		over the Yellowstone River	CN	11,364.2							STPU		1,525.1	9,839.1	11,364.2	
			CN	5,000.0							CMAQ		671.0	4,329.0	5,000.0	
			CN	5,000.0							BRIDGE		671.0	4,329.0	5,000.0	
			CN	18,261.7	-1,740.9						NH		2,217.1	14,303.7	16,520.8	
			CN	12.9							SFCX		12.9	0.0	12.9	
MDT			**Total**	**40,055.0**	**-1,831.7**	**0.0**	**0.0**	**0.0**	**0.0**				**5,140.8**	**33,082.6**	**38,223.4**	
Billings Bypass	*UPN4199007*	Reconstruction of existing	IC	4,121.1		-83.0	1,269.9				NH		712.3	4,595.7	5,308.0	modifcation to actuals
(Johnson Lane Interchange)		Interchange	CN				2,429.7				STPU		326.1	2,103.7	2,429.7	
			CN				6,200.0				CMAQ		832.0	5,368.0	6,200.0	
			CN				3,800.0				NH		510.0	3,290.0	3,800.0	
			CN				14,357.7				NHFP split at 91.24/8.76		1,257.7	13,100.0	14,357.7	
			CN				29,160.8				IM*		2,554.5	26,606.3	29,160.8	
MDT			**Total**	**4,121.1**	**0.0**	**-83.0**	**57,218.2**	**0.0**	**0.0**				**6,192.6**	**55,063.7**	**61,256.3**	
Billings Bypass	*UPN4199005*	Construction of new bridge	IC	764.4	469.2	64.5					NH		174.2	1,123.9	1,298.1	Final
(Railroad Overpass)		over railroad	CN	16,929.6	520.0	24.5					NH		2,345.0	15,129.1	17,474.1	modified to actuals
MDT			**Total**	**17,694.0**	**989.2**	**89.0**	**0.0**	**0.0**	**0.0**				**2,519.2**	**16,253.0**	**18,772.2**	
Billings Bypass	*UPN4199008*	New construction of roadway											0.0	0.0	0.0	
(RR O'pass to Yellowstone R)		connection from existing Interchange to the bridge	CN	7,726.3	-722.5	-11.9					NH		938.3	6,053.5	6,991.8	Final
MDT		over the railroad	**Total**	**7,726.3**	**-722.5**	**-11.9**	**0.0**	**0.0**	**0.0**				**938.3**	**6,053.5**	**6,991.8**	
Billings Bypass	*UPN4199006*	Construction of connection	IC						1,000.0		NH		134.2	865.8	1,000.0	moved to 28 from 25
(Johnson Lane Interchange to RR O'pas		from Interchange to RR O'pa	CN						8,252.8		NH		1,107.5	7,145.3	8,252.8	
MDT			**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**9,252.8**				**1,241.7**	**8,011.1**	**9,252.8**	
Billings Bypass	*UPN4199004*	Construction of connection	IC							500.0	NH		67.1	432.9	500.0	
(Five Mile Rd to US 87)		from Five Mile to US 87	CN							14,719.6	NH		1,975.4	12,744.2	14,719.6	
MDT			**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**15,219.6**			**2,042.5**	**13,177.1**	**15,219.6**	
Totals				**109,695.2**	**2,935.1**	**1,347.5**	**67,599.9**	**0.0**	**9,252.8**	**15,219.6**		**0.0**	**25,635.1**	**180,415.0**	**206,050.1**	

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.

CN estimates include CE costs

Projects with Multiple Funding Continued

I-90 Yellowstone River Bridges

Funding shown in thousands of dollars

Project: I-90 Yellowstone River Bridge	Description	Phase	Program Schedule							Funding	Local	State	Federal	Total Project Costs
Sponsor: MDT			Pre-2024	2024	2025	2026	2027	2028	2028+	Source		13.42%	86.58%	
I-90 Yellowstone River Bridges	Reconstruction of Interstate	PE	4,833.3							BRIDGE		648.6	4,184.6	4,833.3
UPN 7972	bridges over the Yellowstone	PE	722.2							IM*		63.3	658.9	722.2
	River	PE	801.4							NHFP		70.2	731.2	801.4
		RW	180.0							IM*		15.8	164.2	180.0
		CN	63,376.3	2,074.9						BRIDGE		8,783.6	56,667.7	65,451.3
		CN	4,384.0							IM*		384.0	4,000.0	4,384.0
		CN	17,325.0							NHFP		2,325.0	15,000.0	17,325.0
MDT	RP 450 to 452.7	**Total**	**91,622.3**	**2,074.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**12,290.5**	**81,406.7**	**93,697.2**
Totals			**91,622.3**	**2,074.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**12,290.5**	**81,406.7**	**93,697.2**

CN estimates include CE costs

**IM funding split is 91.24% Federal/8.76% State*

KING AVE & 48TH STREET - BLGS

Funding shown in thousands of dollars

Project: KING AVE & 48TH STREET - BL	Description	Phase	Program Schedule							Funding	Local	State	Federal	Total Project Costs	
Sponsor: MDT			Pre-2024	2024	2025	2026	2027	2028	2028+	Source		13.42%	86.58%		
KING AVE & 48TH STREET - BLGS	address safety and	PE			600.0					CR		80.5	519.5	600.0	
UPN 10643	operational issues at the	RW					400.0			CR		53.7	346.3	400.0	
	intersection of King Avenue	IC						400.0		CR		53.7	346.3	400.0	
	and 48th Street. The preferred alternative is a roundabout.	CN							1,916.6	CR		257.2	1,659.4	1,916.6	updated costs
		CN							1,949.0	HSIP		194.9	1,754.1	1,949.0	updated estimates to TCP
		CN							341.9	Local Contribution	341.9	0.0	0.0	341.9	
MDT	U-1037 RP 16.5 to 16.7	**Total**	**0.0**	**0.0**	**600.0**	**0.0**	**400.0**	**400.0**	**4,207.5**		**341.9**	**640.0**	**4,625.6**	**5,607.5**	
Totals			**0.0**	**0.0**	**600.0**	**0.0**	**400.0**	**400.0**	**4,207.5**		**341.9**	**640.0**	**4,625.6**	**5,607.5**	

CN estimates include CE costs

HSIP split at 90/10%

Project: Grand Avenue

Funding shown in thousands of dollars

Project: Grand Avenue	Description	Phase	Program Schedule							Funding	Local	State	Federal	Total Project Costs
Sponsor: MDT			Pre-2024	2024	2025	2026	2027	2028	2028+	Source		13.42%	86.58%	
Grand Avenue	reconstruction of existing	PE			2,362.6					STPU		317.1	2,045.5	2,362.6
UPN 10702	roadway	RW				1,260.0				STPU		169.1	1,090.9	1,260.0
		IC					1,500.0			STPU		201.3	1,298.7	1,500.0
		CN						16,985.7		STPU		2,279.5	14,706.2	16,985.7
		CN						3,426.8		CMAQ		459.9	2,966.9	3,426.8
MDT	41st St West to 62nd St Wes	**Total**	**0.0**	**0.0**	**2,362.6**	**1,260.0**	**1,500.0**	**20,412.4**	**0.0**			**3,426.8**	**22,108.2**	**25,535.0**
Totals			**0.0**	**0.0**	**2,362.6**	**1,260.0**	**1,500.0**	**20,412.4**	**0.0**			**3,426.8**	**22,108.2**	**25,535.0**

Estimated Revenue

Amounts shown in thousands of dollars

Federal					STP/S*/X*											
Fiscal Year	**CMAQ****	**STPU***	**IM***	**NH***	**NHFP***	**SFCN**	**STPP***	**RRS**	**HSIP***	**BR***	**UPP***	**MACI***	**CR***	**TA***	**FWP**	**SUBTOTAL**
Carryover	7,186.9	12,767.4												5,945.0		25,899.3
FFY 2024	1,490.4	2,551.8	3,333.0	11,374.8	0.0	0.0	0.0	0.0	-669.0	3,665.4	500.0	865.2	388.4	790.0	349.6	24,639.5
FFY 2025	1,520.2	2,551.8	1,474.3	8,623.6	0.0	180.5	0.0	0.0	2,053.8	421.8	749.9	775.2	590.4	790.0	184.1	19,915.5
FFY 2026	1,550.6	2,551.8	30,660.8	16,877.2	14,357.7	64.6	0.0	0.0	342.5	3,242.5	500.0	743.8	57.0	790.0	125.0	71,863.5
FFY 2027	1,550.6	2,551.8	2,328.2	8,688.6	0.0	0.0	0.0	0.0	500.0	0.0	3,489.4	750.0	400.0	790.0	125.0	21,173.5
FFY 2028	1,550.6	2,551.8	70,892.1	78,496.4	0.0	0.0	0.0	0.0	2,449.0	24,426.6	500.0	750.0	2,316.6	790.0	125.0	184,848.0
TOTAL	14,849.3	25,526.2	108,688.6	124,060.6	14,357.7	245.1	0.0	0.0	4,676.2	31,756.3	5,739.3	3,884.2	3,752.4	9,894.8	908.7	348,339.3

Federal	FTA 5307		FTA 5339		DISCRETIONAF 5339		FTA 5310		GAS TAX			
Fiscal Year	**Federal**	**Local**	**Federal**	**Local**	**Federal**	**Local**	**Federal**	**Local**	**CITY**	**COUNTY**	**OTHER*****	**TOTAL**
Carryover	5,107.7		1,011.2		6,904.6		0.0					38,922.9
FFY 2024	2,859.7	3,290.6	735.0	210.6	910.3	1,487.0	203.9	36.0	1,739.8	313.8	1,222.3	37,648.5
FFY 2025	2,847.0	1,915.1	758.7	180.0	0.0	165.1	297.2	59.1	1,739.8	313.8	1,222.3	29,413.4
FFY 2026	2,847.0	1,902.5	758.7	196.2	0.0	0.0	270.8	67.7	1,726.8	324.8	2,043.1	82,001.0
FFY 2027	2,847.0	1,880.9	758.7	113.9	0.0	0.0	180.8	45.2	1,779.9	299.1	1,222.3	30,301.2
FFY 2028	2,847.0	1,880.9	758.7	280.0	0.0	0.0	180.8	45.2	1,726.8	324.8	1,676.0	194,568.0
TOTAL	19,355.4	10,869.8	4,780.9	980.7	7,814.9	1,652.1	1,133.5	253.1	8,713.1	1,576.2	7,385.8	412,855.0

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions. Federal program funding availability may impact the scheduling of projects. Funding beyond 2024 will be subject to the obligation limitation set by the annual appropriations process.

NOTES:

These estimates are based on historical data and projections.

* STPU, IM, NH, NHFP, STPX, STPP, HSIP, BR, UPP, MACI, and TA funds include match.

**Reflective of federal share only.

***Operations and Maintenance funds (average of Fiscal Years 2023-2025),TRANsADE, and CMAQ (match) makes up OTHER

Congestion Mitigation & Air Quality (CMAQ)

Funding shown in thousands of dollars

Unless otherwise indicated the matching ratios for these projects are 86.58% Federal and 13.42% Match

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local 13.42%	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs	
Carryover (Federal)				7,186.9	8,677.3	10,197.5	6,380.1	7,930.7					
Estimated allocation (Federal)				1,490.4	1,520.2	1,550.6	1,550.6	1,550.6					updated allocation
Billings Bypass *UPN4199003*	Construction of a new bridge												
(Yellowstone River Bridge)	over the Yellowstone River	CN	5,000.0							671.0	4,329.0	5,000.0	
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**671.0**	**4,329.0**	**5,000.0**	
Billings Bypass *UPN4199007*	Reconstruction of existing												
(Johnson Lane Interchange)	Interchange	CN				6,200.0				832.0	5,368.0	6,200.0	moved to 26 from 25
MDT		**Total**	**0.0**	**0.0**	**0.0**	**6,200.0**	**0.0**	**0.0**	**0.0**	**832.0**	**5,368.0**	**6,200.0**	
Grand Avenue *UPN* 10702	Reconstruction of existing roadway 41st to 62nd street 2.6 miles	CN						3,426.8		459.9	2,966.9	3,426.8	
Possible LAG with city		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,426.8**	**0.0**	**459.9**	**2,966.9**	**3,426.8**	
Service Operations*													
Operating - 80% match	Transfer from CMAQ to 5307	Transit							0.0		0.0	0.0	
MET Transit		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**	
Project Adjustments/Closures													
		CMAQ Totals		**0.0**	**0.0**	**6,200.0**	**0.0**	**3,426.8**	**0.0**	**1,962.9**	**12,663.9**	**14,626.8**	
		Federal		**0.0**	**0.0**	**5,368.0**	**0.0**	**2,966.9**					
		State		**0.0**	**0.0**	**820.9**	**0.0**	**453.7**					
		Ending Balance (Federal)		**8,677.3**	**10,197.5**	**6,380.1**	**7,930.7**	**6,514.4**					

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
CN estimates include CE costs

Surface Transportation Program Urban (STPU)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
Carryover				12,767.4	15,319.2	15,508.4	14,370.4	15,422.1				
Estimated Allocation (STPU)				2,551.8	2,551.8	2,551.8	2,551.8	2,551.8				
Billings Bypass *UPN41990*	Construction of Five Mile Road	IC	140.1							18.8	121.3	140.1
(Five Mile Road)		CN	5,865.9							787.2	5,078.7	5,865.9
MDT		**Total**	**6,006.1**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**806.0**	**5,200.1**	**6,006.1**
Billings Bypass *UPN41990*	Construction of a new bridge											
(Yellowstone River Bridge)	over the Yellowstone River											
		CN	11,364.2							1,525.1	9,839.1	11,364.2
MDT		**Total**	**11,364.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,525.1**	**9,839.1**	**11,364.2**
Billings Bypass *UPN41990*	Reconstruction of existing											
(Johnson Lane Interchange)	Interchange											
		CN				2,429.7				326.1	2,103.7	2,429.7
MDT		**Total**	**0.0**	**0.0**	**0.0**	**2,429.7**	**0.0**	**0.0**	**0.0**	**326.1**	**2,103.7**	**2,429.7**
Grand Avenue *UPN* 10702	Reconstruction of existing	PE			2,362.6					317.1	2,045.5	2,362.6
	roadway	RW				1,260.0				169.1	1,090.9	1,260.0
	41st to 62nd street	IC					1,500.0			201.3	1,298.7	1,500.0
	2.6 miles	CN						16,985.7		2,279.5	14,706.2	16,985.7
Possible LAG with city		**Total**	**0.0**	**0.0**	**2,362.6**	**1,260.0**	**1,500.0**	**16,985.7**	**0.0**	**2,966.9**	**19,141.3**	**22,108.2**
Adjustment/Closures												
		STPU Totals		**0.0**	**2,362.6**	**3,689.7**	**1,500.0**	**16,985.7**	**0.0**	**5,624.1**	**36,284.1**	**41,908.2**
		Federal		**0.0**	**2,045.5**	**3,194.6**	**1,298.7**	**14,706.2**				
		State		**0.0**	**317.1**	**495.2**	**201.3**	**2,279.5**				
		Balance		**15,319.2**	**15,508.4**	**14,370.4**	**15,422.1**	**988.2**				

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Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
CN estimates include CE costs

Interstate Maintenance (IM)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	Funding Source: State 8.76%	Funding Source: Federal 91.24%	Total Project	
MDT-PREVENTATIVE MAINTENANCE	Maintenance - Striping, Durable	All		1,500.0	1,500.0	1,500.0	1,500.0	1,500.0		657.0	6,843.0	7,500.0	
MDT	Pave Marking, Pavement Pres.	**Total**		**1,500.0**	**1,500.0**	**1,500.0**	**1,500.0**	**1,500.0**	**0.0**	**657.0**	**6,843.0**	**7,500.0**	
Johnson Lane Interchange Ramps	Striping and Durable Pavement Mar	OT		4.0						0.3	3.6	4.0	
UPN	Interchange												
MDT	I-90 RP 455- 455.5	**Total**	**0.0**	**4.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.3**	**3.6**	**4.0**	
Lockwood Interchange Ramps	Striping and Durable Pavement Mar	OT		4.0						0.3	3.6	4.0	
UPN	Interchange												
MDT	I-90 RP 452.6- 453.1	**Total**	**0.0**	**4.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.3**	**3.6**	**4.0**	
27TH ST. Interchange Ramps	Striping and Durable Pavement Mar	OT		4.0						0.3	3.6	4.0	
UPN	Interchange												
MDT	I-90 RP 449.9- 450.4	**Total**	**0.0**	**4.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.3**	**3.6**	**4.0**	
South Billings Blvd Interchange Ram	Striping and Durable Pavement Mar	OT		4.0						0.3	3.6	4.0	
UPN	Interchange												
MDT	I-90 RP 447- 447.5	**Total**	**0.0**	**4.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.3**	**3.6**	**4.0**	
King Ave West Interchange Ramps	Striping and Durable Pavement Mar	OT		4.0						0.3	3.6	4.0	
UPN	Interchange												
MDT	I-90 RP 446.2- 446.4	**Total**	**0.0**	**4.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.3**	**3.6**	**4.0**	
Zoo Drive Interchange Ramps	Striping and Durable Pavement Mar	OT		4.5						0.4	4.1	4.5	
UPN	Interchange												
MDT	I-90 RP 443.1- 443.7	**Total**	**0.0**	**4.5**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.4**	**4.1**	**4.5**	
Billings Bypass - Johnson Lane Intch	Reconstruction of existing	CN				29,160.8				2,554.5	26,606.3	29,160.8	
UPN 4199-007	Interchange												
MDT	I-90 RP	**Total**	**0.0**	**0.0**	**0.0**	**29,160.8**	**0.0**	**0.0**	**0.0**	**2,554.5**	**26,606.3**	**29,160.8**	
I-90 Yellowstone River Bridges	Bridge Replacement	PE	722.2							63.3	658.9	722.2	
UPN 7972		RW	180.0							15.8	164.2	180.0	
		CN	4,384.0							384.0	4,000.0	4,384.0	
MDT	I-90 RP 450.09 to 452.73	**Total**	**5,286.3**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**463.1**	**4,823.2**	**5,286.3**	
Mossmain Intch - West Blgs Intch	Pavement Preservation	PE	910.5							79.8	830.8	910.5	
UPN 9198	Not all locations inside MPO bounda	CN	24,304.8	1,051.7	-925.7					2,140.1	22,290.7	24,430.8	modified to actuals final voucher
MDT	I-90 RP 437.12 to 446.7	**Total**	**25,215.3**	**1,051.7**	**-925.7**	**0.0**	**0.0**	**0.0**	**0.0**	**2,219.9**	**23,121.5**	**25,341.4**	
Lockwood Interchange - Billings	Capital Construction	PE	3,331.2		900.0					370.7	3,860.6	4,231.2	
UPN 9978	Improvements to Lockwood Interch	RW					768.7			67.3	701.4	768.7	
		IC						768.7		67.3	701.4	768.7	
		CN						63,686.3		5,578.9	58,107.4	63,686.3	updated estimate to match tcp
MDT	I-90 RP 450 to RP 453.5	**Total**	**3,331.2**	**0.0**	**900.0**	**0.0**	**768.7**	**64,455.1**	**0.0**	**6,084.3**	**63,370.7**	**69,455.0**	
I-90 CULVERTS - BILLINGS AREA	Culvert Replacement	PE		757.0						66.3	690.7	757.0	
		RW					59.5			5.2	54.3	59.5	added RW phase
UPN 10427	Not all locations inside MPO bounda	CN						4,937.1		432.5	4,504.6	4,937.1	moved to 28 from 27
MDT	I-90 RP 413 to 528	**Total**	**0.0**	**757.0**	**0.0**	**0.0**	**59.5**	**4,937.1**	**0.0**	**504.0**	**5,249.6**	**5,753.6**	
IM TOTAL			**33,832.8**	**3,333.0**	**1,474.3**	**30,660.8**	**2,328.2**	**70,892.1**	**0.0**	**12,484.9**	**130,036.5**	**142,521.3**	

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
*IM is a state sub-allocated program funded by the federal National Highway Performance Program.
CN estimates include CE costs

National Highway (NH)*

Funding shown in thousands of dollars

Project	Description	Phase							Funding Source			Total Project Costs	
									Local	State	Federal		
Sponsor			Pre-2024	2024	2025	2026	2027	2028		13.42%	86.58%		
MDT-PREVENTATIVE MAINTENANCE - NH	Maintenance - Striping, Durable	All		1,000.0	1,000.0	1,000.0	1,000.0	1,000.0		671.0	4,329.0	5,000.0	
MDT	Pave Marking, Pavement Pres.	**Total**		**1,000.0**	**1,000.0**	**1,000.0**	**1,000.0**	**1,000.0**		**671.0**	**4,329.0**	**5,000.0**	
Heights Main St.	Striping and Durable Pavement	OT		140.7						**18.9**	**121.8**	**140.7**	
UPN	BR I-90/US-87									**0.0**	**0.0**	**0.0**	
MDT	RP 0 to 4.7	**Total**	**0.0**	**140.7**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**18.9**	**121.8**	**140.7**	
27th ST.	Striping and Durable Pavement	OT		142.2						**19.1**	**123.1**	**142.2**	
UPN	MT-3									**0.0**	**0.0**	**0.0**	
MDT	RP 0 to 3.3	**Total**	**0.0**	**142.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**19.1**	**123.1**	**142.2**	
Zoo Drive Interchange	Striping and Durable Pavement	OT		55.5						**7.5**	**48.1**	**55.5**	
UPN	Zoo Drive									**0.0**	**0.0**	**0.0**	
MDT	RP 0 to 0.9	**Total**	**0.0**	**55.5**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**7.5**	**48.1**	**55.5**	
King Ave West	Striping and Durable Pavement	OT		22.5						**3.0**	**19.4**	**22.5**	
UPN	King Ave West									**0.0**	**0.0**	**0.0**	
MDT	RP 2.5 to 3.1	**Total**	**0.0**	**22.5**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3.0**	**19.4**	**22.5**	
Old Laurel Road	Striping and Durable Pavement	OT		16.6						**2.2**	**14.4**	**16.6**	
UPN	BR I-90									**0.0**	**0.0**	**0.0**	
MDT	RP 0 to 0.7	**Total**	**0.0**	**16.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2.2**	**14.4**	**16.6**	
JCT Hwy 312 to MP 7.29	Striping and Durable Pavement	OT				33.8				**4.5**	**29.3**	**33.8**	new striping and marking project
UPN	US-87									**0.0**	**0.0**	**0.0**	
MDT	RP 4.8 to 7.3	**Total**	**0.0**	**0.0**	**0.0**	**33.8**	**0.0**	**0.0**	**0.0**	**4.5**	**29.3**	**33.8**	
Billings Bypass	New construction	PE	8,074.0		1,353.5	381.7				1,316.4	8,492.9	9,809.3	modifed to actuals
UPN 4199-000		RW	3,573.0	4,500.0		10,000.0				2,425.4	15,647.6	18,073.0	modifed to actuals
		IC								0.0	0.0	0.0	
MDT		**Total**	**11,647.0**	**4,500.0**	**1,353.5**	**10,381.7**	**0.0**	**0.0**	**0.0**	**3,741.8**	**24,140.5**	**27,882.3**	
Billings Bypass - Yellowstone River Bridge	New construction of bridge	IC	416.2		-90.8					43.7	281.8	325.5	
UPN 4199-003	over the Yellowstone River	CN	18,261.7	-1,621.0	-1,755.6					1,997.6	12,887.5	14,885.1	
MDT		**Total**	**18,677.9**	**-1,621.0**	**-1,846.3**	**0.0**	**0.0**	**0.0**	**0.0**	**2,041.3**	**13,169.3**	**15,210.5**	
Billings Bypass - Five Mile Rd to US 87	Construction of connection	IC						500.0		67.1	432.9	500.0	
UPN 4199-004	from Five Mile to US 87	CN						14,719.6		1,975.4	12,744.2	14,719.6	
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**15,219.6**	**0.0**	**2,042.5**	**13,177.1**	**15,219.6**	
Billings Bypass - RR O'pass	New construction of	IC	764.4	469.2						165.6	1,068.1	1,233.6	
UPN 4199-005	RR O'pass	CN	16,929.6	520.0						2,341.7	15,107.9	17,449.6	
MDT		**Total**	**17,694.0**	**989.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,507.3**	**16,176.0**	**18,683.2**	
Billings Bypass - Johnson Ln. Intch - RR O'pa	New construction of connection	IC						1,000.0		134.2	865.8	1,000.0	moved ot 28 from 25
UPN 4199-006	from Interchange to bridge	CN						8,252.8		1,107.5	7,145.3	8,252.8	moved ot 28 from 25
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**9,252.8**	**0.0**	**1,241.7**	**8,011.1**	**9,252.8**	
Billings Bypass - Johnson Lane Intch	Reconstruction of existing	IC	4,121.1	-83.0		1,269.9				712.3	4,595.7	5,308.0	modifed to actuals
UPN 4199-007	Interchange	CN				3,800.0				510.0	3,290.0	3,800.0	moved to 26 from 25
	RP 455.5	**Total**	**4,121.1**	**-83.0**	**0.0**	**5,069.9**	**0.0**	**0.0**	**0.0**	**1,222.3**	**7,885.7**	**9,108.0**	
Billings Bypass - (RR O'pass to Yellowstone	New construction of roadway									0.0	0.0	0.0	
UPN4199-008	connection from existing	CN	7,726.3	-722.5	-11.9					938.3	6,053.5	6,991.8	Final;
	Interchange to the bridge over												
MDT	the railroad	**Total**	**7,726.3**	**-722.5**	**-11.9**	**0.0**	**0.0**	**0.0**	**0.0**	**938.3**	**6,053.5**	**6,991.8**	
Exposition Dr. & 1st Ave. N. Bigs	Interesction Improvements	PE	1,537.3	2,334.8		150.0				539.8	3,482.3	4,022.0	modifed to actuals
UPN 7908		RW			160.3					21.5	138.8	160.3	added RW phase
		IC					2,585.8			347.0	2,238.8	2,585.8	added IC phase
		CN						16,783.9		2,252.4	14,531.5	16,783.9	updated costs and moved to 28 from 27
MDT	RP .35 to 1.35	**Total**	**1,537.3**	**2,334.8**	**160.3**	**150.0**	**2,585.8**	**16,783.9**	**0.0**	**3,160.7**	**20,391.3**	**23,552.0**	
Underpass Ave. Improvements	Intersection Improvements												
UPN 8669		CN	10,763.2	3,531.5	151.8					1,938.7	12,507.8	14,446.5	
MDT	RP .51 to .72	**Total**	**10,763.2**	**3,531.5**	**151.8**	**0.0**	**0.0**	**0.0**	**0.0**	**1,938.7**	**12,507.8**	**14,446.5**	
Airport Rd. & Main St. - Bigs	Intersection Improvements	OT	295.6							39.7	255.9	295.6	
UPN 8718		PE	2,229.8	350.7						346.3	2,234.2	2,580.5	
		RW				61.2				8.2	53.0	61.2	
		IC					250.0			33.6	216.5	250.0	updated estimated
		CN						9,403.1		1,261.9	8,141.2	9,403.1	moved to 28 from 27 and updated estimated
MDT	RP 1.5 to 2.2	**Total**	**2,525.4**	**350.7**	**0.0**	**61.2**	**250.0**	**9,403.1**	**0.0**	**1,689.6**	**10,900.8**	**12,590.4**	
1st Ave. N - N 9th to RR Xing	Reconstruction of roadway	PE	2,984.3		328.0					444.5	2,867.8	3,312.3	updated to actuals
UPN 9022	Major Rehab	RW				59.8				8.0	51.8	59.8	
		IC					213.2			28.6	184.6	213.2	
		CN						23,905.7		3,208.1	20,697.6	23,905.7	updated estimate
MDT	N-115 RP 0.7 - RP .93	**Total**	**2,984.3**	**0.0**	**328.0**	**59.8**	**213.2**	**23,905.7**	**0.0**	**3,689.3**	**23,801.7**	**27,491.0**	
Zoo Drive Improvements	Intersection Improvements	PE	499.7	492.7		13.9				135.0	871.3	1,006.3	Final;
UPN 9597		RW		225.0		-109.4				15.5	100.1	115.6	Final;
		IC			54.3	-44.4				1.3	8.6	9.9	Final;
	I-90 RP 442.9 to 444.3	CN			7,284.9	235.0				1,009.2	6,510.8	7,519.9	modifed to actuals
MDT	U-1011 RP 2.36 to 3.04	**Total**	**499.7**	**717.7**	**7,339.2**	**95.1**	**0.0**	**0.0**	**0.0**	**1,161.1**	**7,490.7**	**8,651.8**	
1st Ave. N - RR Xing to Broadway	Reconstruction of roadway	PE	831.1							111.5	719.5	831.1	
UPN 9880	Major Rehab	RW						12.4		1.7	10.8	12.4	moved to 28 from 25
Project split from 9022		IC						255.6		34.3	221.3	255.6	moved to 28 from 26
CN outtside TIP Timeframe FY29		CN								0.0	0.0	0.0	
MDT	N-115 RP 0.93 - RP 1.45	**Total**	**831.1**	**0.0**	**0.0**	**0.0**	**0.0**	**268.1**	**0.0**	**147.5**	**951.6**	**1,099.1**	
1st Ave. N - Broadway to Division	Reconstruction of roadway	PE	840.7							112.8	727.8	840.7	
UPN 9881	Major Rehab	RW						12.6		1.7	10.9	12.6	moved to 28 from 25
Project split from 9022		IC						282.0		37.8	244.2	282.0	moved to 28 from 26
CN outtside TIP Timeframe FY29		CN								0.0	0.0	0.0	
MDT	N-115 RP 1.45 to RP 2.05	**Total**	**840.7**	**0.0**	**0.0**	**0.0**	**0.0**	**294.6**	**0.0**	**152.4**	**982.9**	**1,135.3**	
Montana Ave Crosswalks - BLGS	Sidewalk Improvements	PE	128.2							17.2	111.0	128.2	
UPN 9998	ADA compliance	RW				25.6				3.4	22.2	25.6	
		IC					51.3			6.9	44.4	51.3	moved to 27 from 26
		CN					1,831.8			245.8	1,586.0	1,831.8	moved to 27 from 28 and decreased costs to estimate
MDT	N-113 RP 2.9 to RP 4.25	**Total**	**128.2**	**0.0**	**0.0**	**25.6**	**1,883.1**	**0.0**	**0.0**	**273.4**	**1,763.6**	**2,036.9**	
Laurel RD / Montana Ave - BLGS	Sidewalk Improvements									0.0	0.0	0.0	added new project split from Montana Ave Crosswalks
UPN 9998001	ADA compliance	CN					2,706.5			363.2	2,343.3	2,706.5	
MDT	N-113 RP .17 to RP 2.9	**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**2,706.5**	**0.0**	**0.0**	**363.2**	**2,343.3**	**2,706.5**	
1st Ave South - Billings	Pavement Preservation on 1st	PE			149.0					20.0	129.0	149.0	Added new Project
UPN 10692	Ave South N-114 Mill & Fill with	IC					50.0			6.7	43.3	50.0	
	underseal and possible	CN						2,368.7		317.9	2,050.8	2,368.7	
MDT	N-113 RP .17 to RP 4.25	**Total**	**0.0**	**0.0**	**149.0**	**0.0**	**50.0**	**2,368.7**	**0.0**	**344.6**	**2,223.1**	**2,567.7**	
NH TOTAL			**79,976.2**	**11,374.8**	**8,623.6**	**16,877.2**	**8,688.6**	**78,496.4**	**0.0**	**27,381.7**	**176,655.1**	**204,036.8**	

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
*NH is a state sub-allocated program funded by the federal National Highway Performance Program.
CN estimates include CE costs

National Highway Freight Program (NHFP)*

Funding shown in thousands of dollars

Project Sponsor	Description	Phase							Funding Source			Total Project Costs
			Pre-2024	2024	2025	2026	2027	2028	Local	State	Federal	
										8.76%	91.24%	
Billings Bypass **UPN419900**	Reconstruction of existing	CN				14,357.7				1,257.7	13,100.0	14,357.7
(Johnson Lane Interchange)	Interchange									0.0	0.0	0.0
										0.0	0.0	0.0
										0.0	0.0	0.0
MDT		**Total**	**0.0**	**0.0**	**0.0**	**14,357.7**	**0.0**	**0.0**	**0.0**	**1,257.7**	**13,100.0**	**14,357.7**
I-90 Yellowstone River Bridges	Reconstruction of	PE	801.4							70.2	731.2	801.4
UPN 7972	interstate bridges	CN	17,325.0							1,517.7	15,807.3	17,325.0
										0.0	0.0	0.0
										0.0	0.0	0.0
MDT	I-90 RP 450.09 to 452.71	**Total**	**18,126.4**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,587.9**	**16,538.6**	**18,126.4**
NHFP TOTAL			**18,126.4**	**0.0**	**0.0**	**14,357.7**	**0.0**	**0.0**	**0.0**	**2,845.6**	**29,638.6**	**32,484.2**

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions. Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.

*NHFP is funded by the federal National Highway Performance Program.

CN estimates include CE costs

Surface Transportation Program Off System (STPX), Secondary (STPS), State Funded Construction (SFCN)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase							Funding Source			Total Project Costs	
			Pre-2024	2024	2025	2026	2027	2028	Local	State	Federal		
										13.42%	86.58%		
(Yellowstone River Bridge)	Construction of a new bridge												
UPN 4199003 BBP	over the Yellowstone River	CN	12.9							12.9	0.0	12.9	
MDT		**Total**	**12.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**12.9**	**0.0**	**12.9**	
Lockwood Interchange	Interchange Improvement	OT	1,546.8							207.6	1,339.2	1,546.8	
UPN 9588	Study												
MDT	RP 450 to 455.3	**Total**	**####**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**207.6**	**1,339.2**	**1,546.8**	
South Billings Blvd	Roadway Striping	OT	55.3							7.4	47.9	55.3	
UPN										0.0	0.0	0.0	
MDT	RP 0 to 1.3	**Total**	**55.3**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**7.4**	**47.9**	**55.3**	
Johnson Lane Interchange	Roadway Striping	OT	10.6							1.4	9.2	10.6	
UPN										0.0	0.0	0.0	
MDT	RP 0 to 10.6	**Total**	**10.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1.4**	**9.2**	**10.6**	
88TH ST- SHILOH	Roadway Striping	OT			69.7					9.4	60.3	69.7	
UPN										0.0	0.0	0.0	
MDT	RP 10.8 to17.7	**Total**	**0.0**	**0.0**	**69.7**	**0.0**	**0.0**	**0.0**	**0.0**	**9.4**	**60.3**	**69.7**	
Mullowney Ln to Wise Ln	Roadway Striping	OT				64.6				8.7	56.0	64.6	New striping pavement marking
UPN										0.0	0.0	0.0	
MDT	RP 0 to 3.3	**Total**	**0.0**	**0.0**	**0.0**	**64.6**	**0.0**	**0.0**	**0.0**	**8.7**	**56.0**	**64.6**	
SF 209 BILLINGS DIST SIGNS	install safety improvement: signs,												
UPN 10299	delineation, chevrons												
Not all locations inside MPO Boundary		CN			110.8					14.9	95.9	110.8	programmed in 25 not 26
MDT	Various Locations	**Total**	**0.0**	**0.0**	**110.8**	**0.0**	**0.0**	**0.0**	**0.0**	**14.9**	**95.9**	**110.8**	
TOTALS			**####**	**0.0**	**180.5**	**64.6**	**0.0**	**0.0**	**0.0**	**262.2**	**1,608.5**	**1,870.7**	

CN estimates include CE costs

Surface Transportation Program Primary (STPP)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project Costs
No New Projects		Total										
STPP TOTALS			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

CN estimates include CE costs

Railroad Crossing (RRS)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local	 State 10.00%	 Federal 90.00%	Total Project
No New Projects		Total										
TOTALS			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

CN estimates include CE costs

Highway Safety Improvement Program (HSIP)

Funding is shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	Funding Source: State 10.00%	Funding Source: Federal 90.00%	Total Project Costs	
SAFETY PROJECTS	Various Locations	ALL		500.0	500.0	500.0	500.0	500.0		250.0	2,250.0	2,500.0	
MDT		**Total**		**500.0**	**500.0**	**500.0**	**500.0**	**500.0**	**0.0**	**250.0**	**2,250.0**	**2,500.0**	
SF 129 - Rndabout King 56th	Intersection Improvements -	PE	923.3							92.3	831.0	923.3	
UPN 8052	Roundabout	RW	1,530.0							153.0	1,377.0	1,530.0	
		IC	415.1		-38.1					37.7	339.3	377.0	
	ST SEC RTE 532	CN	4,050.1	94.5						414.5	3,730.2	4,144.7	
MDT	RP 15.4 to 15.7	**Total**	**6,918.6**	**94.5**	**-38.1**	**0.0**	**0.0**	**0.0**	**0.0**	**697.5**	**6,277.6**	**6,975.1**	
SF 169 RIMROCK & 62ND ST W	Intersection Improvements -	PE	863.9	87.6						95.1	856.3	951.5	
UPN 9383	Roundabout	IC	1,175.7	-108.5	161.7	-157.5				107.1	964.2	1,071.4	Final
		CN	8,113.4	-1,412.9	212.8					691.3	6,222.0	6,913.4	
MDT	U1034 RP 2.4-2.8	**Total**	**10,153.0**	**-1,433.8**	**374.5**	**-157.5**	**0.0**	**0.0**	**0.0**	**893.6**	**8,042.6**	**8,936.2**	
ZOO DRIVE IMPROVEMENTS - BLG	Safety Improvements for Traffic Ope	PE								0.0	0.0	0.0	
UPN 9597		CN			500.0					50.0	450.0	500.0	
MDT	Various Locations	**Total**	**0.0**	**0.0**	**500.0**	**0.0**	**0.0**	**0.0**	**0.0**	**50.0**	**450.0**	**500.0**	
SF189 SOUTH D5 SAFETY IMPRV	Warning signs and flashers	PE	16.9							1.7	15.2	16.9	
UPN 9912	Not all locations inside MPO boundary												
	using 10% for costs	CN		170.2						17.0	153.2	170.2	
MDT	Various Locations	**Total**	**16.9**	**170.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**18.7**	**168.4**	**187.1**	
SF 209 BILLINGS DIST SIGNS	install safety improvement: signs,	PE	44.8		39.2					8.4	75.6	84.0	Final
UPN 10299	delineation, chevrons												
	Not all locations inside MPO Boundary	CN			678.2					67.8	610.4	678.2	programmed in 25 not 26
MDT	Various Locations	**Total**	**44.8**	**0.0**	**717.4**	**0.0**	**0.0**	**0.0**	**0.0**	**76.2**	**686.0**	**762.2**	
KING AVE & 48TH STREET - BLGS	address safety and operational												
UPN 10643	issues at the intersection of King												
	Avenue and 48th Street. The												
	preferred alternative is a	CN						1,949.0		194.9	1,754.1	1,949.0	updated estimates to TCP
MDT	U-1037 RP 16.5 to 16.7	**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,949.0**	**0.0**	**194.9**	**1,754.1**	**1,949.0**	
HSIP Totals			**17,133.4**	**-669.0**	**2,053.8**	**342.5**	**500.0**	**2,449.0**	**0.0**	**2,181.0**	**19,628.6**	**21,809.6**	

CN estimates include CE costs

Bridge Program

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project	
BBP-YELLOWSTONE RIVER	New bridge construction									0.0	0.0	0.0	
UPN 4199-003		CN	5,000.0							671.0	4,329.0	5,000.0	
MDT	Statewide	**Total**	**5,000.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**671.0**	**4,329.0**	**5,000.0**	
I-90 Yellowstone River		PE	4,833.3							648.6	4,184.6	4,833.3	
UPN 7972		CN	63,376.3	2,074.9						8,783.6	56,667.7	65,451.3	
MDT	RP 2.7 to 3.0	**Total**	**68,209.6**	**2,074.9**	**0.0**	**0.0**	**0.0**	**0.0**		**9,432.2**	**60,852.3**	**70,284.5**	
BR PRES COLUMBUS JOLIET AREA	Minor bridge rehab	PE	168.9	30.7						26.8	172.9	199.6	Final
UPN 9552													Removed IC not needed
One project in MPO	Using 33% for costs	CN		1,746.3	421.8					291.0	1,877.2	2,168.1	modified to actuals
MDT	U-1033 RP 0.9 to 1.1	**Total**	**168.9**	**1,777.0**	**421.8**	**0.0**	**0.0**	**0.0**		**317.8**	**2,050.0**	**2,367.8**	
SHILOH RD / I-90 BRIDGE - BLGS	Bridge rehab	PE	309.9							41.6	268.3	309.9	
UPN 9720		IC						12.4		1.7	10.7	12.4	moved to 28 from 26
		CN						7,882.0		1,057.8	6,824.3	7,882.0	updated estimates to TCP
MDT	U-1031 RO 5.0 to 5.3	**Total**	**309.9**	**0.0**	**0.0**	**0.0**	**0.0**	**7,894.4**		**1,101.0**	**7,103.3**	**8,204.3**	
MONTANA AVE OVERPASS- BILLINGS	Bridge rehab	PE	43.3							5.8	37.5	43.3	
UPN 9913		CN	1,092.3	-186.6						121.6	784.2	905.8	
MDT	N113 RP1.82 TO 1.92	**Total**	**1,135.6**	**-186.6**	**0.0**	**0.0**	**0.0**	**0.0**		**127.4**	**821.7**	**949.1**	
MONTANA AVE BRIDGES- BILLINGS	Bridge rehab	PE				1,996.3				267.9	1,728.4	1,996.3	New Projet
UPN 10765	Montana Ave over Laurel Road	CN						16,469.8		2,210.2	14,259.6	16,469.8	
MDT	N113 RP1.7 TO 2.1	**Total**	**0.0**	**0.0**	**0.0**	**1,996.3**	**0.0**	**16,469.8**		**2,478.2**	**15,988.0**	**18,466.2**	
BBWA CANAL - N27TH ST BILLINGS	Bridge replacement	PE				1,246.2				167.2	1,079.0	1,246.2	New Projet
UPN 10801	Canal on N2th Street	RW						62.3		8.4	53.9	62.3	
		IC								0.0	0.0	0.0	
IC/CN outside of TIP timeframe		CN								0.0	0.0	0.0	
MDT	N53 RP 2.4 to 2.7	**Total**	**0.0**	**0.0**	**0.0**	**1,246.2**	**0.0**	**62.3**		**175.6**	**1,132.9**	**1,308.5**	
BR TOTAL			**74,824.1**	**3,665.4**	**421.8**	**3,242.5**	**0.0**	**24,426.6**	**0.0**	**14,303.1**	**92,277.3**	**106,580.4**	

CN estimates include CE costs

Urban Pavement Preservation (UPP)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Program Schedule: Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs	
URBAN PAVEMENT PRESERVATION		ALL		500.0	500.0	500.0	500.0	500.0		335.5	2,164.5	2,500.0	
MDT	Various Locations	**Total**		**500.0**	**500.0**	**500.0**	**500.0**	**500.0**	**0.0**	**335.5**	**2,164.5**	**2,500.0**	
Shiloh RD-King Ave to Rimrock	Urban Pavement Preservat	PE			187.4					25.2	162.3	187.4	added new project
UPN 10703		CN					1,903.8			255.5	1,648.4	1,903.8	
MDT	RP 0 to 2.98	**Total**	**0.0**	**0.0**	**187.4**	**0.0**	**1,903.8**	**0.0**	**0.0**	**280.6**	**1,810.6**	**2,091.3**	
State Avenue - Billings	Urban Pavement Preservat	PE			62.5					8.4	54.1	62.5	added new project
UPN 10704		CN					1,085.6			145.7	939.9	1,085.6	
MDT	RP 0 to 1.5	**Total**	**0.0**	**0.0**	**62.5**	**0.0**	**1,085.6**	**0.0**	**0.0**	**154.1**	**994.0**	**1,148.0**	
UPP TOTAL			**0.0**	**500.0**	**749.9**	**500.0**	**3,489.4**	**500.0**	**0.0**	**770.2**	**4,969.1**	**5,739.3**	

CN estimates include CE costs

Montana Air and Congestion Initiative (MACI)-Discretionary Program

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 13.42%	Funding Source State 13.42%	Funding Source Federal 86.58%	Total Project Costs	
ADA COMPLIANCE		All		500.0	500.0	500.0	500.0	500.0		335.5	2,164.5	2,500.0	
MDT	ADA upgrades	**Total**		**500.0**	**500.0**	**500.0**	**500.0**	**500.0**		**335.5**	**2,164.5**	**2,500.0**	
TRAFFIC MITIGATION		All		250.0	250.0	250.0	250.0	250.0		167.8	1,082.3	1,250.0	
MDT	Signalization	**Total**		**250.0**	**250.0**	**250.0**	**250.0**	**250.0**		**167.8**	**1,082.3**	**1,250.0**	
Underpass Ave. Improvements	Intersection Improvements	PE	1,093.6							146.8	946.8	1,093.6	
		RW	150.0	-17.4						17.8	114.8	132.6	
		IC	452.9		-4.6					60.2	388.1	448.3	Final
UPN 8669		CN	1,154.4							154.9	999.5	1,154.4	
MDT	RP .51 to .72	**Total**	**2,850.9**	**-17.4**	**-4.6**	**0.0**	**0.0**	**0.0**	**0.0**	**379.6**	**2,449.2**	**2,828.8**	
Mossmain Intch-West Blgs Inch	Pavement Preservation												
UPN 9198	Not all locations inside MPO bound	CN	554.4							74.4	480.0	554.4	
MDT	I-90 RP 437.12 to 446.7	**Total**	**554.4**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**74.4**	**480.0**	**554.4**	
ATSPM - MAIN STREET (BILLINGS	INT UPGRADE/SIGNALS	OT	221.0							29.7	191.4	221.0	
UPN 10400										0.0	0.0	0.0	
MDT	Various Locations	**Total**	**221.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**29.7**	**191.4**	**221.0**	
BILLINGS DISTRICT ADA UPGRAD	ADA upgrades	PE	25.2	12.6	29.8	-6.2				8.2	53.2	61.5	updated costs to actuals final voucher
	Not all locations inside MPO boundary												
UPN 10431	using 10% for costs									0.0	0.0	0.0	
MDT	Various Locations	**Total**	**25.2**	**12.6**	**29.8**	**-6.2**	**0.0**	**0.0**	**0.0**	**8.2**	**53.2**	**61.5**	
King Ave Signals - Billings	INT UPGRADE/SIGNALS	OT		120.0						16.1	103.9	120.0	added project
UPN 10585										0.0	0.0	0.0	
MDT	Various Locations	**Total**	**0.0**	**120.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**16.1**	**103.9**	**120.0**	
		Total	**3,651.5**	**865.2**	**775.2**	**743.8**	**750.0**	**750.0**	**0.0**	**1,011.3**	**6,524.5**	**7,535.7**	

CN estimates include CE costs

Carbon Reduction (CR) 50k-200k

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project Costs	
Zoo Drive Improvements	Intersection Improvements												
UPN 9597													
	I-90 RP 442.9 to 444.3	CN								0.0	0.0	0.0	removed cr funds
MDT	U-1011 RP 2.36 to 3.04	**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	
BILLINGS DISTRICT ADA UPGRAD	ADA upgrades	PE											
	Not all locations inside MPO boundary												
UPN 10431	using 15% for costs	CN		388.4	-9.6	57.0				58.5	377.3	435.8	modifed to actuals
MDT	Various Locations	**Total**	**0.0**	**388.4**	**-9.6**	**57.0**	**0.0**	**0.0**	**0.0**	**58.5**	**377.3**	**435.8**	
KING AVE & 48TH STREET - BLGS	address safety and operational	PE			600.0					80.5	519.5	600.0	
UPN 10643	issues at the intersection of King	RW					400.0			53.7	346.3	400.0	
	Avenue and 48th Street. The	IC						400.0		53.7	346.3	400.0	
	preferred alternative is a	CN						1,916.6		257.2	1,659.4	1,916.6	updated costs
MDT	U-1037 RP 16.5 to 16.7	**Total**	**0.0**	**0.0**	**600.0**	**0.0**	**400.0**	**2,316.6**	**0.0**	**445.1**	**2,871.5**	**3,316.6**	
		Total	**0.0**	**388.4**	**590.4**	**57.0**	**400.0**	**2,316.6**	**0.0**	**503.6**	**3,248.8**	**3,752.4**	

Transportation Alternatives

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project Costs	
Carryover				5,945.0	5,698.4	5,626.5	6,232.0	7,022.0					
Estimated Allocation (TA)				790.0	790.0	790.0	790.0	790.0					
STAGECOACH TRAIL - BILLINGS	Shared use path	PE		931.2					125.0		806.2	931.2	
UPN 10432		CN						5,348.7	717.8		4,630.9	5,348.7	
MDT/Locals	Skyline Trail to Zimmerman Trail	**Total**	**0.0**	**931.2**	**0.0**	**0.0**	**0.0**	**5,348.7**	**842.8**	**0.0**	**5,437.1**	**6,279.9**	
SIDEWALKS - LOCKWOOD	Sidewalk construction	PE		266.1					35.7		230.4	266.1	
UPN 10433		CN			995.4				133.6		861.8	995.4	decreased estimate to award amount
MDT/Locals	Old Hardin Road	**Total**	**0.0**	**266.1**	**995.4**	**0.0**	**0.0**	**0.0**	**169.3**	**0.0**	**1,092.2**	**1,261.5**	
Johnson Lane -SIDEWALKS	Sidewalk construction	PE				50.0			6.7		43.3	50.0	New Project
UPN 10721		CN						195.0	26.2		168.8	195.0	
MDT/Locals	RP 0 to RP 0.6	**Total**	**0.0**	**0.0**	**0.0**	**50.0**	**0.0**	**195.0**	**32.9**	**0.0**	**212.1**	**245.0**	
Safe Routes to Schools - BLGS	Improve routes in Billings School	PE				163.0			21.9		141.2	163.0	New Project
UPN 10722	District	CN						1,329.3	178.4		1,150.9	1,329.3	
MDT/Locals	Various locations	**Total**	**0.0**	**0.0**	**0.0**	**163.0**	**0.0**	**1,329.3**	**200.3**	**0.0**	**1,292.0**	**1,492.3**	
TA TOTALS			**0.0**	**1,197.3**	**995.4**	**213.0**	**0.0**	**6,872.9**	**1,043.0**	**0.0**	**6,729.1**	**7,772.2**	
Federal			**0.0**	**1,036.6**	**861.8**	**184.5**	**0.0**	**5,950.6**					
Local			**0.0**	**160.7**	**133.6**	**28.6**	**0.0**	**922.3**					
Balance				**5,698.4**	**5,626.5**	**6,232.0**	**7,022.0**	**1,861.3**					

CN estimates include CE costs

FWP Recreational Trails Program

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 20.00%	 State 0%	 Federal 80.00%	Total Project Costs
Rec Trails Program	Trail Construction	All				125.0	125.0	125.0	75.0		300.0	375.0
Local	Various	**Total**	**0.0**	**0.0**	**0.0**	**125.0**	**125.0**	**125.0**	**75.0**	**0.0**	**300.0**	**375.0**
Rose Park Trail, Phase 1	New Trail Construction	PE	25.0						5.0		20.0	25.0
	Local match sourced from cash a	CN	100.0						20.0		80.0	100.0
City of Billings/TrailNet	in-kind contributions	**Total**	**125.0**	**0.0**	**0.0**	**0**	**0**	**0**	**25.0**	**0.0**	**100.0**	**125.0**
Rose Park Trail, Phase 2	Continuation of Rose Park Trail	PE		25.0					5.0		20.0	25.0
	Local match sourced from cash a	CN		74.6					24.6		50.0	74.6
City of Billings/TrailNet	in-kind contributions	**Total**	**0.0**	**99.6**	**0.0**	**0**	**0**	**0**	**29.6**	**0.0**	**70.0**	**99.6**
Lillis Park Trail Connector	Trail reconstruction	PE		25.0					5.0		20.0	25.0
		CN		100.0					20.0		80.0	100.0
City of Billings		**Total**	**0.0**	**125.0**	**0.0**	**0**	**0**	**0**	**25.0**	**0.0**	**100.0**	**125.0**
Big Ditch Trail Extension	Trail reconstruction	PE		25.0					5.0		20.0	25.0
		CN		100.0					20.0		80.0	100.0
City of Billings		**Total**	**0.0**	**125.0**	**0.0**	**0**	**0**	**0**	**25.0**	**0.0**	**100.0**	**125.0**
Southern Riverfront Park Tra	Trail reconstruction	PE			25.0				5.0		20.0	25.0
		CN			100.0				20.0		80.0	100.0
City of Billings		**Total**	**0.0**	**0.0**	**125.0**	**0**	**0**	**0**	**25.0**	**0.0**	**100.0**	**125.0**
Trailside Education Signs*	Trail Signage	PE							0.0		0.0	0.0
		CN			59.1				11.8		47.2	59.1
City of Billings/Trailnet		**Total**	**0.0**	**0.0**	**59.1**	**0**	**0**	**0**	**11.8**	**0.0**	**47.2**	**59.1**
		Total	**125.0**	**349.6**	**184.1**	**125.0**	**125.0**	**125.0**	**216.4**	**0.0**	**817.2**	**1,033.7**

*pending award

Earmarks

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project
Billings Bypass UPN41990	Environmental Impact Stateme	PE	14,598.6							1,959.1	12,639.5	14,598.6
	Preliminary Engineering Right of Way Acquisition	RW	7,847.0							1,053.1	6,793.9	7,847.0
MDT		**Total**	**22,445.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,012.2**	**19,433.4**	**22,445.6**
		Total	**22,445.6**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,012.2**	**19,433.4**	**22,445.6**

CN estimates include CE costs

Federal Transit Administration Section 5307*

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source Local 20%	State	Federal 80%	Total Estimated Obligation
Carryover			5,107.7	2,859.7	2,859.7	2,859.7	2,848.9				
Allocation (Estimated)(Fed Share)			2,859.7	2,905.0	2,970.9	2,970.9	2,970.9				
Bus & Passenger Amenities/Equipment											
Supportive Equipment											
Facilities/Ammenities											
Security Related Capital (1% minimum)	*Used 5339 for Security in FY25/26		10.5			36.0	36.0	16.5		66.0	82.5
Met Transit		**Total**	**10.5**	**0.0**	**0.0**	**36.0**	**36.0**	**16.5**		**66.0**	**82.5**
Transit Operations* **											
Fleet/Facility Preventive Maintenance	80/20 Match		1,557.1	862.5	900.0	900.0	900.0	1,023.9		4,095.7	5,119.6
ADA Paratransit (20% of apportionment)	80/20 Match		1,461.0	726.3	744.4	744.4	744.4	884.1		3,536.4	4,420.5
Fixed Route	50/50 Match		5,369.8	3,268.1	3,310.6	3,274.6	3,274.6	9,248.9		9,248.9	18,497.7
Met Transit		**Total**	**8,387.8**	**4,856.8**	**4,955.1**	**4,919.1**	**4,919.1**	**11,156.9**	**0.0**	**16,880.9**	**28,037.8**
Purchase buses											
Replacement Buses											
Expansion Buses											
Met Transit		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
SECTION 5307 TOTALS*			**8,398.3**	**4,856.8**	**4,955.1**	**4,955.1**	**4,955.1**	**11,173.4**	**0.0**	**16,946.9**	**28,120.3**
Federal			**5,107.7**	**2,905.0**	**2,970.9**	**2,981.7**	**2,981.7**				
Local			**3,290.6**	**1,951.8**	**1,984.2**	**1,973.4**	**1,973.4**				
Ending Balance (Federal)			**2,859.7**	**2,859.7**	**2,859.7**	**2,848.9**	**2,838.1**				

Full 5307 apportionment (FY2026) **$2,970,851**

Project 1 - Operating Assistance	FTA Amount	Local	Total	FTA Share	Local Share	
ALI 30.09.01 - Up to 50% share Operating Assistance	$ 1,656,681	$ 1,656,681	$ 3,313,362	50.00%	50.00%	
ALI 30.09.01 - Up to 50% share Operating Assistance (1% for Security)	$ -	$ -	$ -	80.00%	20.00%	* used 5339 funds in FY26 for security requirement
ALI 11.7C.00 - Non Fixed Route ADA Paratransit Service	$ 594,170	$ 148,543	$ 742,713	80.00%	20.00%	*up to 20% of total allocation if 3 criteria is met
ALI 11.7A.00 - Preventative Maintenance	$ 720,000	$ 180,000	$ 900,000	80.00%	20.00%	
Total P2	**$ 2,970,851**	**$ 1,985,224**	**$ 4,956,075**			

*FTA administered funds are not subject to indirect cost recovery. 5307 funds may be supplemented by Small Transit Intensive Cities (STIC) funds based on transit system performance for the urbanized area (MET).

***Total local funding reflects an overmatch on federal share. Operations Match ratio is 50/50.

Federal Transit Administration Section 5339

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source: Local 20%	Funding Source: State	Funding Source: Federal 80%	Total Estimated Obligation
Carryover			1,011.2	753.1	1,173.4	431.8	811.8				
Allocation (Estimated)			735.0	758.7	780.0	780.0	780.0				
Rolling Stock	Replacement		602.1	0.0	0.0						
Met Transit	85/15 match for ADA		**602.1**	**0.0**	**0.0**	**0.0**	**0.0**	**90.3**		**511.8**	**602.1**
Bus and Bus Technology	Upgrade		182.9	38.6	118.9						
Met Transit			**182.9**	**38.6**	**118.9**	**0.0**	**0.0**	**68.1**		**272.3**	**340.4**
Bus Facilities and Support	Facility items, construction, technology, amenities, support equipment, etc.		418.8	88.9	725.0	400.0					
				90.0	610.0	50.0					
				18.1		50.0					
Met Transit							50.0				
			418.8	***197.0***	***1,335.0***	***500.0***	***50.0***	***500.2***		***2,000.6***	***2,500.8***
Bus Facilities Security System	Upgrade			187.3	448.2						
Met Transit			**0.0**	**187.3**	**448.2**	**0.0**	**0.0**	**127.1**		**508.4**	**635.6**
Bus, Facilities, and Technology	Upgrade facilities, replace										
Met Transit	buses, add technology		**0.0**	**0.0**	**0.0**	**0.0**	1,350.0	**270.0**		1,080.0	**1,350.0**
SECTION 5339 TOTALS			**1,203.7**	**423.0**	**1,902.1**	**500.0**	**1,400.0**	**1,055.6**	**0.0**	**4,373.1**	**5,428.7**
Federal			**993.1**	**338.4**	**1,521.7**	**400.0**	**1,120.0**				
Local			**210.6**	**84.6**	**380.4**	**100.0**	**280.0**				
Balance			**753.1**	**1,173.4**	**431.8**	**811.8**	**471.8**				

updated allocation

PROJECTS

2024	2025	2026	2027	2028
Overage bus diesel/electric				
AVL system	Bus Sign Controllers	Bus Pass Card Readers, APCs		
Facility Remodel	2 Support Vehicles, Generator, Shop Heaters	Transfer Center Amenities, Bus Wash Rehab	Transfer Center Amenities, Fork Lift, Bus Stops	Bus Stops
	Admin Building Security Cameras	Transfer Center Security Cameras		

Federal Transit Administration Section 5339 Discretionary Funding

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source: Local 15%	Funding Source: State	Funding Source: Federal 85%	Total Estimated Obligation
Carryover			6,904.6								
Allocation	5339b/LowNo		0.0	910.3							
Rollingstock	Replace buses		5,499.8		1,000.0						
MET Transit	85/15 match for ADA	**Total**	**5,499.8**	**0.0**	**1,000.0**	**0.0**	**0.0**	**975.0**		**5,524.8**	**6,499.8**
Bus and Bus Facilities	Technology		465.0		70.0						
MET Transit	Facility Remodel		2,196.0								
	Training		20.1		5.4						
	Training Capital		210.8								
	80/20 Rate	**Total**	**2,891.9**	**0.0**	**75.4**	**0.0**	**0.0**	**578.4**		2,313.5	**2,891.9**
SECTION 5339 TOTALS			**8,391.7**	**0.0**	**1,075.4**	**0.0**	**0.0**	**1,553.3**		**7,838.3**	**9,391.7**
Federal			**6,904.6**	**0.0**	**910.3**	**0.0**	**0.0**				
Local			**1,487.0**	**0.0**	**165.1**	**0.0**	**0.0**				
Balance			**0.0**	**910.3**	**0.0**	**0.0**	**0.0**				

***Capital 80/20 Match, ADA Capital 85/15 Match**

PROJECTS

2024	2025	2026	2027	2028
4 Diesel Buses 4 Electric Buses		Vans (moved from FY25)		
Electric Chargers METroplex Remodel Bus Simulator & Training		Vehicle Lift, Electric Bus Scaffolding, Maint. Staff Training (moved from FY25)		

Federal Transit Administration Section 5310

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source: Local 15/20%	Funding Source: State	Funding Source: Federal 85/80%	Total Estimated	
Carryover			0.0	22.0	90.0	124.2	223.4					
Allocation (Estimated)			225.9	275.3	255.7	225.9	225.9					updated allocation
Paratransit Vehicles	Purchase vehicles (ADA and Cutaway) for	Purch.	128.0	143.8	104.7			56.5		320.0	376.4	updated cost
	and other Coordination members as applica	Purch.	111.9	100.0	50.0			52.4		209.5	261.9	updated cost
Met Transit and Coordination Group			**239.9**	**243.8**	**154.7**	**0.0**	**0.0**	**95.7**		**542.6**	**638.3**	
Traditional and Non-Traditior	Projects to support identified community nee	Purch.	0.0			158.4	282.5	88.2		352.7	440.9	updated cost
Projects	but may be also be used for vehicles	Purch.						0.0		0.0	0.0	
		Purch.						0.0		0.0	0.0	
		Purch.						0.0		0.0	0.0	
Coodination Members			**0.0**	**0.0**	**0.0**	**158.4**	**282.5**	**88.2**		**352.7**	**440.9**	
Bus Stop Improvements	Upgrade bus stop amenities	Purch.			112.5			22.5		90.0	112.5	updated cost
MET Transit	Will be sub-allocated to MET Transit		**0.0**	**0.0**	**112.5**	**0.0**	**0.0**	**16.9**		**95.6**	**112.5**	
SECTION 5310 TOTALS			**239.9**	**243.8**	**267.2**	**158.4**	**282.5**	**200.8**		**990.9**	**1,191.7**	
Federal			**203.9**	**207.2**	**221.5**	**126.7**	**226.0**					
Local			**36.0**	**36.6**	**45.7**	**31.7**	**56.5**					
Balance			**22.0**	**90.0**	**124.2**	**223.4**	**223.3**					

2024	2025	2026	2027	2028
MET ADA Transit Van	2 COR vans	1 COR ADA van 1 COR non-ADA vehicle		
YCCOA ADA Transit Van (updated van costs)	2 BSSS mini-vans			
			Projects determined based on annual Coordination	Projects determined based on annual Coordination
		MET infrastructure improvements (moved from FY25 to FY26)		

Funding dependent on the outcome of a competitive process and funding availability.

Transade (State Funded)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	State Funded 100%	Total Estimated	
Carryover			0.0	0.0	0.0	0.0	0.0			
Allocation (Estimated)			348.9	253.8	214.7	214.7	214.7	**1,246.7**	**1,246.7**	updated allocation
Transit Operations	Operating		348.9	253.8	214.7	214.7	214.7	**1,246.7**		updated costs
Met Transit			**348.9**	**253.8**	**214.7**	**214.7**	**214.7**	**1,246.7**	**1,246.7**	
STATE TOTALS			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,246.7**	**1,246.7**	

Public Comment

The MPO will post the draft Transportation Improvement Program (TIP) to the Transportation Resource page of the City of Billings Website. Link to the page is: https://www.billingsmt.gov/2336/Transportation-Resources .

The MPO published a Public Hearing Notice in the Yellowstone County News on April 10 & April 17, 2026, noting that public comment will be received on the Transportation Improvement Plan at the Yellowstone County Planning Board Meeting scheduled for Tuesday, April 28, 2026.

Below is a list of the Public Meetings that allow for public review and comment on the Transportation Improvement Program. Each meeting minutes note the number of public attending and comments received from any public:

Technical Advisory Committee:	April 9, 2026
YC Planning Board:	April 28, 2026
YC Board of Commissioners:	May 12, 2026
Billings City Council:	April 27, 2026
Policy Coordinating Committee:	May 19, 2026 Attendance at Meeting: PCC Members, Staff, MDT Planning; Public Comment period

Public Participation Plan City of Billings MET Transit and the Billings MPO

The purpose of the City of Billings MET Transit Public Participation Plan is to ensure and improve access to MET's decision-making process for all members of the public including low-income, minority, and other disadvantaged populations. MET endeavors to provide opportunities for the public to assist and provide input on transit projects in regard to social, environmental, and economic impacts to the area's population.

The Public Participation Plan identifies methods for informing and involving the public in the decision-making process, including minority and limited-English proficiency (LEP) populations. Methods of informing the public include, but are not limited to, printed material, partner and community outreach, press releases, paid advertising, transit advertising, and the MET website and social media platforms. Methods of involving the public include, but are not limited to, public meetings, public hearings, surveys, Aviation and Transit Commission meetings, and multiple feedback options.

To download a copy of MET's updated (April 2025) Public Participation Plan, insert the link below in your browser

https://www.billingsmt.gov/DocumentCenter/View/53562/2025-TITLE-VI-AND-PPP

The Billings Metropolitan Planning Organization's (MPOs) Public Participation Plan (PPP) is intended to meet the Federal Highway Act of 1973 requirement to provide a cooperative, comprehensive, and continuing transportation planning and decision-making process. The MPO acts as a liaison between local governments, communities, residents, and the State and Federal Departments of Transportation (DOTs). The MPO currently operates under the U.S. DOT's IIJA (Infrastructure Investment and Jobs Act).

The Yellowstone County Planning Board (YCPB) is the designated MPO and oversees transportation planning for the Billings Urban Area. The area encompasses the City of Billings as well as a planning area extending approximately 4.5 miles outside the city limits.

The MPO is committed to the concept that planning is a community-based effort. In support of this, the MPO Public Participation Plan (PPP), defines a process that ensures reasonable opportunity for all interested parties to participate in the planning process.

This PPP serves two main purposes. The first is to provide the public with a guidebook for how and when they can participate in local and regional transportation planning and decision-making. Secondly, it outlines the policies and procedures for public engagement committed by the MPO. It is the intent of the MPO to consistently inform and engage the public throughout the regional planning process from the development of planning policies to the conceptual stages of planning projects through the adoption of formal planning documents.

Certification

The Billings Metropolitan Planning Organization for the Billings, Montana, urbanized area hereby certifies that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

I. 49 USC. Section 5303 and 23 USC. 134 and CFR 450.336;
II. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1) and 49 CFR part 21;
III. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
IV. Section 1101(b) of the FAST Act (Pub. L. 114–357) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in DOT funded projects;
V. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
VI. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
VII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
VIII. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
IX. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

Billings, Montana
Metropolitan Planning Organization

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John Staley, President
Yellowstone County Board of Planning

Billings Metropolitan Planning Organization
Draft FFY 2024 - 2028 TIP AMD3

Date: Jan 03, 2025

PROJECT	UPN	SCOPE	COMMENTS	PERFORMANCE MEASURES	
CMAQ					
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River			
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design		System performace - Efficiency	
Grand Ave 41st to 62nd		Reconstruction of existing roadway	Possible LAG project	System performace - Efficiency	
STPU					
Billings Bypass - Five Mile Road	4199-002	Reconstruction of roadway	Completed	System performance - Efficiency	
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River			
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design		System performance - Efficiency	
Grand Ave 41st to 62nd		Reconstruction of existing roadway	Possible LAG project	System performance - Efficiency	
IM					
MDT Preventative Maintenance		Pavement Preservation and Striping	Placeholder to allow project nominations		
I-90 Yellowstone River - Billings	7972	Bridge Replacement		Bridge condition	
Mossmain Intch - West Blgs Intch	9198	Pavement Preservation w/ signal improvements at off ramps		Pavement condition	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design		Safety - Reduce Fatalities & Serious Injuries	
Lockwood Intechange - Billings	9978	Reconstruction of existing Interchange to a diverging diamond design		Safety - Reduce Fatalities & Serious Injuries	
I-90 CULVERTS - BILLINGS AREA	10427	Culvert replacement	Not all locations inside MPO boundary		
NH					
MDT Preventative Maintenance		Pavement Preservation and Striping	Placeholder to allow project nominations		
Billings Bypass	4199-000	New Construction	Covers PE & IC		
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River			
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design			
Billings Bypass - RR O'pass	4199-005	New construction of bridge over the railroad			
Billings Bypass - Johnson Ln Intch-RR O'pass	4199-008	New construction of roadway connection from existing Interchange to the bridge over the railroad		Safety - Reduce Fatalities & Serious Injuries	
Billings Bypass - Johnson Lane Intch - RR O'pass	4199-006	New construction of connection from interchange to the railroad overpass			
Billings Bypass - Five Mile Road to US 87	4199-004	New construction of connection from Five Mile to US 87			
Exposition Dr. & 1st Ave N. Blgs	7908	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
Underpass Ave. Improvements	8669	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
Airport Rd. & Main St. - Blgns	8718	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
1st Ave. N - N 9th to RR Xing	9022	Major Reconstruction			
Zoo Drive Improvements	9597	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
1st Ave. N - RR Xing to Broadway	9880	Major Reconstruction			
1st Ave. N - Broadway to Division	9881	Major Reconstruction			
Montana Ave Crosswalks - Billings	9998	Sidewalk Improvements ADA Compliance		Safety - Reduce Fatalities & Serious Injuries	
Laurel RD / Montana Ave - BLGS	9998001	Sidewalk Improvements ADA Compliance	Split from MT Ave Crosswalks	Safety - Reduce Fatalities & Serious Injuries	New project
1st Ave South - Billings	10692	Pavement Preservation on 1st Ave South N-114 Mill & Fill with underseal and possible Digouts.			New project
JCT Hwy 312 to MP 7.29		Striping and Durable Pavement Markings			New project
NHFP					
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design			
I-90 Yellowstone River - Billings	7972	Bridge Replacement		Freight Network	
STPX, STPS, SFCN					
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River			
Lockwood Interchange	9588	Interchange Improvements Study			
Jct Main & 87 to Worden		Roadway Striping			
SF 209 BILLINGS DIST SIGNS	10299	install safety improvement: signs, delineation, chevrons			
Mullowney Ln to Wise Ln		Roadway Striping			New project
STPP					
RRS					
HSIP					
Various Safety Projects			Placeholder to allow project nominations		
SF 129 - Rndabout King 56th	8052	Intersection Improvements - Roundabout		Safety - Reduce Fatalities & Serious Injuries	
SF 169 Rimrock & 62nd St. W	9383		Roundabout	Safety - Reduce Fatalities & Serious Injuries	
Zoo Drive Improvements	9597	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
SF 189 South D5 Safety Imprv	9912	Intersection Safety Improvements	Several intersections West End Billings using 10% for costs	Safety - Reduce Fatalities & Serious Injuries	
SF 209 BILLINGS DIST SIGNS	10299	install safety improvement: signs, delineation, chevrons			
KING AVE & 48TH STREET - BLGS	10643	Roundabout safety and operational improvements	split funded	Safety - Reduce Fatalities & Serious Injuries	
BR					
Billing Bypass - Yellowstone River	4199-003	New construction of bridge over the Yellowstone River			
I-90 Yellowstone River - Billings	7972	Bridge Replacement			
BR PRES COLUMBUS JOLIET AREA	9552	Minor bridge rehab	One project in MPO Boundary		
SHILOH RD / I-90 BRIDGE - BLGS	9720	Bridge rehab		Bridge condition	
MONTANA AVE OVERPASS- BILLINGS	9913	Bridge rehab		Bridge condition	
MONTANA AVE BRIDGES- BILLINGS	10765	Bridge rehab		Bridge condition	New project
UPP					
Various Preservation Projects		Pavement preservation	Placeholder to allow project nominations		
Shiloh Rd - King Ave to Rimrock	10703	Pavement preservation			New project
State Avenue - Billings	10704	Pavement preservation			New project
MACI					
MDT MACI		Statewide CMAQ - Various	Placeholder to allow project nominations		
MDT MACI		Statewide CMAQ - ADA Compliance	Placeholder to allow project nominations		
Underpass Ave. Improvements	8669	Intersection Improvements			
Mossmain Intch - West Blgs Intch	9198	Pavement Preservation w/ signal improvements at off ramps	Partially funded IM is primary		
ATSPM - MAIN STREET (BILLINGS)	10400	Signal Improvements			
BILLINGS DISTRICT ADA UPGRADES	10431	Signal Improvements	CE only		
King Ave Signals - Billings	10585	INT upgrades/signals			New project
CR					
BILLINGS DISTRICT ADA UPGRADES	10431	Signal Improvements	CN only		
Zoo Drive Improvements	9597	Intersection Improvements	CN only		
KING AVE & 48TH STREET - BLGS	10643	Roundabout safety and operational improvements	split funded		
TA					
Stagecoach Trail		Shared use path		Non-Motorized Fatalities and Serious Injuries	
Old Hardin Sidewalk		Sidewalk construction		Non-Motorized Fatalities and Serious Injuries	
Johnson Ln - Sidewalks	10721	Sidewalk construction		Non-Motorized Fatalities and Serious Injuries	New project
Safe Routes to Schools - BLGS	10722	Improve routes in Billings school districts		Non-Motorized Fatalities and Serious Injuries	New project
FWP					
Rose Park Trail, Phase 1	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local (In-Kind) $25,000		
Rose Park Trail, Phase 2	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000		
Lillis Park Trail Connector	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000		
Big Ditch Trail Extension	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000		
Southern Riverfront Park Trail*	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000		
Trailside Education Signs*	Local	Trail Signage	Recreational Trails Program $47,000 Local $12,000		
EARMARK					
Billings Bypass	4199-001	New Construction	Covers Environmental Doc., PE, RW		
FTA 5307					
FTA 5339					
FTA 5310					
FTA 5311					
100 % LOCALLY FUNDED PROJECTS					
Various Projects		Annual Operation and Maintenance			
State Funded Maintenance					
Various Maintenance Projects		Maintenance			

Estimated Revenue

Amounts shown in thousands of dollars

Federal						STP/S*/X*										
Fiscal Year	**CMAQ****	**STPU***	**IM***	**NH***	**NHFP***	**SFCN**	**STPP***	**RRS**	**HSIP***	**BR***	**UPP***	**MACI***	**CR***	**TA***	**FWP**	**SUBTOTAL**
Carryover	7,186,935.	12,767,397.												5,945,000.		25,899,332.7
FFY 2024	1,490,380.	2,551,754.0	3,333,038.0	11,374,806.	0.0	0.0	0.0	0.0	-669,026.0	3,665,411.0	500,000.0	865,184.0	388,370.0	789,957.0	349,600.0	24,639,474.7
FFY 2025	1,520,187.	2,551,754.0	1,474,345.0	8,623,574.0	0.0	180,454.0	0.0	0.0	2,053,765.	421,806.0	749,900.0	775,241.0	590,428.0	789,957.0	184,059.0	19,915,470.0
FFY 2026	1,550,591.	2,551,754.0	30,660,808.	16,877,216.	14,357,738.0	64,638.0	0.0	0.0	342,473.0	3,242,534.0	500,000.0	743,787.0	56,990.0	789,957.0	125,000.0	71,863,486.0
FFY 2027	1,550,591.	2,551,754.0	2,328,242.0	8,688,566.0	0.0	0.0	0.0	0.0	500,000.0	0.0	3,489,403.0	750,000.0	400,000.0	789,957.0	125,000.0	21,173,513.0
FFY 2028	1,550,591.	2,551,754.0	70,892,144.	78,496,440.	0.0	0.0	0.0	0.0	2,448,973.	24,426,550.0	500,000.0	750,000.0	2,316,590.	789,957.0	125,000.0	184,847,999.0
TOTAL	14,849,275	25,526,167.	108,688,577.	124,060,602	14,357,738.0	245,092.0	0.0	0.0	4,676,185.	31,756,301.0	5,739,303.0	3,884,212.0	3,752,378.	9,894,785.	908,659.0	348,339,275.

Federal	FTA 5307		FTA 5339		DISCRETIONAR 5339		FTA 5310		GAS TAX			
Fiscal Year	**Federal**	**Local**	**Federal**	**Local**	**Federal**	**Local**	**Federal**	**Local**	**CITY**	**COUNTY**	**OTHER*****	**TOTAL**
Carryover	5,107,737.0		1,011,182.0		6,904,600.0		0.0					38,922,851.7
FFY 2024	2,859,705.	3,290,597.2	735,024.0	210,639.0	910,300.0	1,487,043.8	203,906.5	35,983.5	1,739,820.	313,793.0	1,222,251.0	37,648,537.6
FFY 2025	2,847,000.	1,915,100.	758,665.0	179,998.4	0.0	165,075.0	297,187.5	59,062.5	1,739,820.	313,793.0	1,222,251.0	29,413,422.4
FFY 2026	2,847,000.	1,902,450.	758,665.0	196,162.0	0.0	0.0	270,800.0	67,700.0	1,726,777.	324,800.0	2,043,131.0	82,000,971.0
FFY 2027	2,847,000.	1,880,850.	758,665.0	113,900.0	0.0	0.0	180,800.0	45,200.0	1,779,937.	299,060.0	1,222,251.0	30,301,176.0
FFY 2028	2,847,000.	1,880,850.	758,665.0	280,000.0	0.0	0.0	180,800.0	45,200.0	1,726,777.	324,800.0	1,675,956.1	194,568,047.1
TOTAL	19,355,442	10,869,847.	4,780,866.0	980,699.4	7,814,900.0	1,652,118.8	1,133,494	253,146.	8,713,131.	1,576,246.0	7,385,840.1	412,855,005.9

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding beyond 2024 will be subject to the obligation limitation set by the annual appropriations process.

NOTES:

These estimates are based on historical data and projections.

* STPU, IM, NH, NHFP, STPX, STPP, HSIP, BR, UPP, MACI, and TA funds include match.

**Reflective of federal share only.

***Operations and Maintenance funds (average of Fiscal Years 2023-2025),TRANsADE, and CMAQ (match) makes up OTHER

Projects with Multiple Funding

Billings Bypass

Funding shown in thousands of dollars

Project: Billings Bypass Sponsor: MDT		Description	Phase	Program Schedule Pre-2024	2024	2025	2026	2027	2028	2028+	Funding Source	Local	State 13.42%	Federal 86.58%	Total Project Costs	
Billings Bypass	*UPN4199000*	Environmental Impact Stateme	PE-EIS	4,919,640.0							EARMARK		660,215.7	4,259,424.3	4,919,640.0	
		Preliminary Engineering	PE	9,678,960.0							EARMARK		1,298,916.4	8,380,043.6	9,678,960.0	
		Preliminary Engineering	PE	8,074,036.0		1,353,509.	381,741.0				NH		1,316,406.2	8,492,879.8	9,809,286.0	modified pe to actuals
		Right of Way Acquisition	RW	11,420,000.0	4,500,000.		10,000,000.0				EARMARK/NH		3,478,464.0	22,441,536.0	25,920,000.0	modified RW to actuals
		Utility Moves	IC								NH		0.0	0.0	0.0	
MDT			**Total**	**34,092,636.**	**4,500,000**	**1,353,50**	**10,381,741.**	**0.0**	**0.0**				**6,754,002.**	**43,573,883.**	**50,327,886.0**	
Billings Bypass	*UPN4199002*	Construction of Five Mile Road	IC	140,128.0							STPU		18,805.2	121,322.8	140,128.0	
(Five Mile Road)			CN	5,865,949.0							STPU		787,210.4	5,078,738.6	5,865,949.0	
MDT			**Total**	**6,006,077.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**				**806,015.5**	**5,200,061.5**	**6,006,077.0**	
Billings Bypass	*UPN4199003*	Construction of a new bridge	IC	416,213.0	-90,761.0						NH		43,675.7	281,776.3	325,452.0	
(Yellowstone River Bridge)		over the Yellowstone River	CN	11,364,209.0							STPU		1,525,076.8	9,839,132.2	11,364,209.0	
			CN	5,000,000.0							CMAQ		671,000.0	4,329,000.0	5,000,000.0	
			CN	5,000,000.0							BRIDGE		671,000.0	4,329,000.0	5,000,000.0	
			CN	18,261,703.0	-1,740,898.						NH		2,217,092.0	14,303,713.0	16,520,805.0	
			CN	12,909.0							SFCX		12,909.0	0.0	12,909.0	
MDT			**Total**	**40,055,034.**	**-1,831,65**	**0.0**	**0.0**	**0.0**	**0.0**				**5,140,753.**	**33,082,621.**	**38,223,375.0**	
Billings Bypass	*UPN4199007*	Reconstruction of existing	IC	4,121,122.0		-82,974.0	1,269,876.0				NH		712,336.8	4,595,687.2	5,308,024.0	modifcation to actuals
(Johnson Lane Interchange)		Interchange	CN				2,429,737.0				STPU		326,070.7	2,103,666.3	2,429,737.0	
			CN				6,200,000.0				CMAQ		832,040.0	5,367,960.0	6,200,000.0	
			CN				3,800,000.0				NH		509,960.0	3,290,040.0	3,800,000.0	
			CN				14,357,738.0				NHFP split at 91.24/8.76		1,257,737.8	13,100,000.2	14,357,738.0	
			CN				29,160,808.0				IM*		2,554,486.8	26,606,321.2	29,160,808.0	
MDT			**Total**	**4,121,122.0**	**0.0**	**-82,974.0**	**57,218,159.**	**0.0**	**0.0**				**6,192,632.**	**55,063,674.**	**61,256,307.0**	
Billings Bypass	*UPN4199005*	Construction of new bridge	IC	764,400.0	469,213.0	64,461.0					NH		174,201.5	1,123,872.5	1,298,074.0	Final
(Railroad Overpass)		over railroad	CN	16,929,645.0	519,987.0	24,490.0					NH		2,345,027.2	15,129,094.8	17,474,122.0	modified to actuals
MDT			**Total**	**17,694,045.**	**989,200.0**	**88,951.0**	**0.0**	**0.0**	**0.0**				**2,519,228.**	**16,252,967.**	**18,772,196.0**	
Billings Bypass	*UPN4199008*	New construction of roadway											0.0	0.0	0.0	
(RR O'pass to Yellowstone R)		connection from existing	CN	7,726,275.0	-722,491.0	-11,938.0					NH		938,305.7	6,053,540.3	6,991,846.0	Final
MDT		Interchange to the bridge over the railroad	**Total**	**7,726,275.0**	**-722,491.**	**-11,938.0**	**0.0**	**0.0**	**0.0**				**938,305.7**	**6,053,540.3**	**6,991,846.0**	
Billings Bypass	*UPN4199006*	Construction of connection	IC						1,000,000.0		NH		134,200.0	865,800.0	1,000,000.0	moved to 28 from 25
(Johnson Lane Interchange to RR O'pass)		from Interchange to RR O'pass	CN						8,252,820.0		NH		1,107,528.4	7,145,291.6	8,252,820.0	
MDT			**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**9,252,820.**				**1,241,728.**	**8,011,091.6**	**9,252,820.0**	
Billings Bypass	*UPN4199004*	Construction of connection	IC							500,000.0	NH		67,100.0	432,900.0	500,000.0	
(Five Mile Rd to US 87)		from Five Mile to US 87	CN							14,719,587.	NH		1,975,368.6	12,744,218.4	14,719,587.0	
MDT			**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**15,219,58**			**2,042,468.**	**13,177,118.**	**15,219,587.0**	
Totals				**109,695,189**	**2,935,050**	**1,347,54**	**67,599,900.**	**0.0**	**9,252,820.**	**15,219,58**		**0.0**	**25,635,13**	**180,414,95**	**206,050,094.0**	

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.

CN estimates include CE costs

I-90 Yellowstone River Bridges

Funding shown in thousands of dollars

Project: I-90 Yellowstone River Bridges Sponsor: MDT	Description	Phase	Program Schedule Pre-2024	2024	2025	2026	2027	2028	2028+	Funding Source	Local	State 13.42%	Federal 86.58%	Total Project Costs
I-90 Yellowstone River Bridges	Reconstruction of Interstate	PE	4,833,257.6							BRIDGE		648,623.2	4,184,634.4	4,833,257.6
UPN 7972	bridges over the Yellowstone	PE	722,211.8							IM*		63,265.8	658,946.0	722,211.8
	River	PE	801,428.6							NHFP		70,205.1	731,223.5	801,428.6
		RW	180,000.0							IM*		15,768.0	164,232.0	180,000.0
		CN	63,376,310.0	2,074,940.						BRIDGE		8,783,557.8	56,667,692.3	65,451,250.0
		CN	4,384,042.0							IM*		384,042.1	3,999,999.9	4,384,042.0
		CN	17,325,017.0							NHFP		2,325,017.3	14,999,999.7	17,325,017.0
MDT	RP 450 to 452.7	**Total**	**91,622,267.**	**2,074,940**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**12,290,47**	**81,406,727.**	**93,697,207.0**
Totals			**91,622,267.**	**2,074,940**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			**12,290,47**	**81,406,727.**	**93,697,207.0**

CN estimates include CE costs

**IM funding split is 91.24% Federal/8.76% State*

KING AVE & 48TH STREET - BLGS

Funding shown in thousands of dollars

Project: KING AVE & 48TH STREET - BLGS Sponsor: MDT	Description	Phase	Program Schedule Pre-2024	2024	2025	2026	2027	2028	2028+	Funding Source	Local	State 13.42%	Federal 86.58%	Total Project Costs	
KING AVE & 48TH STREET - BLGS	address safety and operational	PE			600,000.0					CR		80,520.0	519,480.0	600,000.0	
UPN 10643	issues at the intersection of	RW					400,000.0			CR		53,680.0	346,320.0	400,000.0	
	King Avenue and 48th Street.	IC						400,000.0		CR		53,680.0	346,320.0	400,000.0	
	The preferred alternative is a roundabout.	CN							1,916,590.0	CR		257,206.4	1,659,383.6	1,916,590.0	updated costs
		CN							1,948,973.0	HSIP		194,897.3	1,754,075.7	1,948,973.0	updated estimates to TCP
		CN							341,887.0	Local Contribution	341,887	0.0	0.0	341,887.0	
MDT	U-1037 RP 16.5 to 16.7	**Total**	**0.0**	**0.0**	**600,000.**	**0.0**	**400,000.0**	**400,000.0**	**4,207,450.**		**341,88**	**639,983.7**	**4,625,579.3**	**5,607,450.0**	
Totals			**0.0**	**0.0**	**600,000.**	**0.0**	**400,000.0**	**400,000.0**	**4,207,450.**		**341,88**	**639,983.7**	**4,625,579.3**	**5,607,450.0**	

CN estimates include CE costs

HSIP split at 90/10%

Project: Grand Avenue

Funding shown in thousands of dollars

Project: Grand Avenue Sponsor: MDT	Description	Phase	Program Schedule Pre-2024	2024	2025	2026	2027	2028	2028+	Funding Source	Local	State 13.42%	Federal 86.58%	Total Project Costs
Grand Avenue	reconstruction of existing	PE			2,362,551.					STPU		317,054.3	2,045,496.7	2,362,551.0
UPN 10702	roadway	RW				1,260,000.0				STPU		169,092.0	1,090,908.0	1,260,000.0
		IC					1,500,000.0			STPU		201,300.0	1,298,700.0	1,500,000.0
		CN						16,985,660.		STPU		2,279,475.6	14,706,184.4	16,985,660.0
		CN						3,426,776.0		CMAQ		459,873.3	2,966,902.7	3,426,776.0
MDT	41st St West to 62nd St West	**Total**	**0.0**	**0.0**	**2,362,55**	**1,260,000.0**	**1,500,000.**	**20,412,43**	**0.0**			**3,426,795.**	**22,108,191.**	**25,534,987.0**
Totals			**0.0**	**0.0**	**2,362,55**	**1,260,000.0**	**1,500,000.**	**20,412,43**	**0.0**			**3,426,795.**	**22,108,191.**	**25,534,987.0**

Congestion Mitigation & Air Quality (CMAQ)

Funding shown in thousands of dollars

Unless otherwise indicated the matching ratios for these projects are 86.58% Federal and 13.42% Match

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project Costs	
Carryover (Federal)				7,186,935.	8,677,315.0	10,197,502	6,380,133.	7,930,724.					
Estimated allocation (Federal)				1,490,380.	1,520,187.0	1,550,591.	1,550,591.	1,550,591.					updated allocation
Billings Bypass *UPN4199003* **(Yellowstone River Bridge)** *MDT*	Construction of a new bridge over the Yellowstone River	CN **Total**	5,000,000.0 **0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	671,000.0 **671,000.**	4,329,000.0 **4,329,000.0**	5,000,000.0 **5,000,000.0**	
Billings Bypass *UPN4199007* **(Johnson Lane Interchange)** *MDT*	Reconstruction of existing Interchange	CN **Total**	**0.0**	**0.0**	**0.0**	6,200,000. **6,200,000**	**0.0**	**0.0**	**0.0**	832,040.0 **832,040.**	5,367,960.0 **5,367,960.0**	6,200,000.0 **6,200,000.0**	moved to 26 from 25
Grand Avenue *UPN* 10702 *Possible LAG with city*	Reconstruction of existing roadway 41st to 62nd street 2.6 miles	CN **Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	3,426,776. **3,426,776**	**0.0**	459,873.3 **459,873.**	2,966,902.7 **2,966,902.7**	3,426,776.0 **3,426,776.0**	
Service Operations* Operating - 80% match *MET Transit*	Transfer from CMAQ to 5307	Transit **Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	0.0 **0.0**		0.0 **0.0**	0.0 **0.0**	
Project Adjustments/Closures													
		CMAQ Total	**0.0**	**0.0**	**0.0**	**6,200,000**	**0.0**	**3,426,776**	**0.0**	**1,962,91**	**12,663,862.**	**14,626,776.0**	
		Federal	**0.0**	**0.0**	**0.0**	**5,367,960**	**0.0**	**2,966,902**					
		State	**0.0**	**0.0**	**0.0**	**820,880.0**	**0.0**	**453,705.1**					
		Ending Bala	**8,677,315**	**10,197,502.0**	**6,380,133**	**7,930,724**	**6,514,412**						

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Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
CN estimates include CE costs

Surface Transportation Program Urban (STPU)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local	 State 13.42%	 Federal 86.58%	Total Project Costs
Carryover				12,767,397.7	15,319,151.7	15,508,354.7	14,370,371.7	15,422,125.7				
Estimated Allocation (STPU)				2,551,754.0	2,551,754.0	2,551,754.0	2,551,754.0	2,551,754.0				
Billings Bypass *UPN4199002*	Construction of Five Mile Road	IC	140,142.0							18,807.1	121,334.9	140,142.0
(Five Mile Road)		CN	5,865,934.0							787,208.3	5,078,725.7	5,865,934.0
MDT		**Total**	**6,006,076.**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**806,015.4**	**5,200,060.**	**6,006,076.0**
Billings Bypass *UPN4199003*	Construction of a new bridge											
(Yellowstone River Bridge)	over the Yellowstone River											
		CN	11,364,209.0							1,525,076.8	9,839,132.2	11,364,209.0
MDT		**Total**	**11,364,209**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,525,076.8**	**9,839,132.**	**11,364,209.0**
Billings Bypass *UPN4199007*	Reconstruction of existing											
(Johnson Lane Interchange)	Interchange											
		CN				2,429,737.0				326,070.7	2,103,666.3	2,429,737.0
MDT		**Total**	**0.0**	**0.0**	**0.0**	**2,429,737.**	**0.0**	**0.0**	**0.0**	**326,070.7**	**2,103,666.**	**2,429,737.0**
Grand Avenue *UPN* 10702	Reconstruction of existing	PE			2,362,551.0					317,054.3	2,045,496.7	2,362,551.0
	roadway	RW				1,260,000.0				169,092.0	1,090,908.0	1,260,000.0
	41st to 62nd street	IC					1,500,000.0			201,300.0	1,298,700.0	1,500,000.0
	2.6 miles	CN						16,985,660.0		2,279,475.6	14,706,184.	16,985,660.0
Possible LAG with city		**Total**	**0.0**	**0.0**	**2,362,551.0**	**1,260,000.**	**1,500,000.0**	**16,985,660.**	**0.0**	**2,966,921.9**	**19,141,28**	**22,108,211.0**
Adjustment/Closures												
		STPU Total		**0.0**	**2,362,551.0**	**3,689,737.**	**1,500,000.0**	**16,985,660.**	**0.0**	**5,624,084.9**	**36,284,14**	**41,908,233.0**
		Federal		**0.0**	**2,045,496.7**	**3,194,574.**	**1,298,700.0**	**14,706,184.**				
		State		**0.0**	**317,054.3**	**495,162.7**	**201,300.0**	**2,279,475.6**				
		Balance		**15,319,151.**	**15,508,354.**	**14,370,371**	**15,422,125.**	**988,219.7**				

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
CN estimates include CE costs

Interstate Maintenance (IM)*

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local	 State 8.76%	 Federal 91.24%	Total Project Costs	
MDT-PREVENTATIVE MAINTENANCE - I	Maintenance - Striping, Durable	All		1,500,000.0	1,500,000.0	1,500,000.0	1,500,000.0	1,500,000.0		657,000.0	6,843,000.0	7,500,000.0	
MDT	Pave Marking, Pavement Pres.	**Total**		**1,500,000.0**	**1,500,000.0**	**1,500,000.0**	**1,500,000.0**	**1,500,000.0**	**0.0**	**657,000.0**	**6,843,000.0**	**7,500,000.0**	
Johnson Lane Interchange Ramps	Striping and Durable Pavement Markin	OT		3,975.0						348.2	3,626.8	3,975.0	
UPN	Interchange												
MDT	I-90 RP 455- 455.5	**Total**	**0.0**	**3,975.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**348.2**	**3,626.8**	**3,975.0**	
Lockwood Interchange Ramps	Striping and Durable Pavement Markin	OT		3,975.0						348.2	3,626.8	3,975.0	
UPN	Interchange												
MDT	I-90 RP 452.6- 453.1	**Total**	**0.0**	**3,975.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**348.2**	**3,626.8**	**3,975.0**	
27TH ST. Interchange Ramps	Striping and Durable Pavement Markin	OT		3,975.0						348.2	3,626.8	3,975.0	
UPN	Interchange												
MDT	I-90 RP 449.9- 450.4	**Total**	**0.0**	**3,975.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**348.2**	**3,626.8**	**3,975.0**	
South Billings Blvd Interchange Ramps	Striping and Durable Pavement Markin	OT		3,975.0						348.2	3,626.8	3,975.0	
UPN	Interchange												
MDT	I-90 RP 447- 447.5	**Total**	**0.0**	**3,975.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**348.2**	**3,626.8**	**3,975.0**	
King Ave West Interchange Ramps	Striping and Durable Pavement Markin	OT		3,975.0						348.2	3,626.8	3,975.0	
UPN	Interchange												
MDT	I-90 RP 446.2- 446.4	**Total**	**0.0**	**3,975.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**348.2**	**3,626.8**	**3,975.0**	
Zoo Drive Interchange Ramps	Striping and Durable Pavement Markin	OT		4,473.0						391.8	4,081.2	4,473.0	
UPN	Interchange												
MDT	I-90 RP 443.1- 443.7	**Total**	**0.0**	**4,473.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**391.8**	**4,081.2**	**4,473.0**	
Billings Bypass - Johnson Lane Intch	Reconstruction of existing	CN				29,160,808.0				2,554,486.8	26,606,321.2	29,160,808.0	
UPN 4199-007	Interchange												
MDT	I-90 RP	**Total**	**0.0**	**0.0**	**0.0**	**29,160,808.0**	**0.0**	**0.0**	**0.0**	**2,554,486.8**	**26,606,321.2**	**29,160,808.0**	
I-90 Yellowstone River Bridges	Bridge Replacement	PE	722,211.8							63,265.8	658,946.0	722,211.8	
UPN 7972		RW	180,000.0							15,768.0	164,232.0	180,000.0	
		CN	4,384,042.0							384,042.1	3,999,999.9	4,384,042.0	
MDT	I-90 RP 450.09 to 452.73	**Total**	**5,286,253.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**463,075.8**	**4,823,178.0**	**5,286,253.8**	
Mossmain Intch - West Blgs Intch	Pavement Preservation	PE	910,517.0							79,761.3	830,755.7	910,517.0	
UPN 9198	Not all locations inside MPO boundary	CN	24,304,792.0	1,051,706.0	-925,655.0					2,140,141.8	22,290,701.2	24,430,843.0	modified to actuals final voucher
MDT	I-90 RP 437.12 to 446.7	**Total**	**25,215,309.0**	**1,051,706.0**	**-925,655.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,219,903.1**	**23,121,456.9**	**25,341,360.0**	
Lockwood Interchange - Billings	Capital Construction	PE	3,331,209.0		900,000.0					370,653.9	3,860,555.1	4,231,209.0	
UPN 9978	Improvements to Lockwood Interchan	RW					768,740.0			67,341.6	701,398.4	768,740.0	
		IC						768,740.0		67,341.6	701,398.4	768,740.0	
		CN						63,686,314.0		5,578,921.1	58,107,392.9	63,686,314.0	updated estimate to match tcp
MDT	I-90 RP 450 to RP 453.5	**Total**	**3,331,209.0**	**0.0**	**900,000.0**	**0.0**	**768,740.0**	**64,455,054.0**	**0.0**	**6,084,258.3**	**63,370,744.7**	**69,455,003.0**	
I-90 CULVERTS - BILLINGS AREA	Culvert Replacement	PE		756,984.0						66,311.8	690,672.2	756,984.0	
		RW					59,502.0			5,212.4	54,289.6	59,502.0	added RW phase
UPN 10427	Not all locations inside MPO boundary	CN						4,937,090.0		432,489.1	4,504,600.9	4,937,090.0	moved to 28 from 27
MDT	I-90 RP 413 to 528	**Total**	**0.0**	**756,984.0**	**0.0**	**0.0**	**59,502.0**	**4,937,090.0**	**0.0**	**504,013.3**	**5,249,562.7**	**5,753,576.0**	
IM TOTAL			**33,832,771.8**	**3,333,038.0**	**1,474,345.0**	**30,660,808.0**	**2,328,242.0**	**70,892,144.0**	**0.0**	**12,484,870.2**	**130,036,478.**	**142,521,348.**	

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
*IM is a state sub-allocated program funded by the federal National Highway Performance Program.
CN estimates include CE costs

National Highway (NH)*

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs	
MDT-PREVENTATIVE MAINTENANCE - NH	Maintenance - Striping, Durable	All		1,000,000.0	1,000,000.0	1,000,000.0	1,000,000.0	1,000,000.0		671,000.0	4,329,000.0	5,000,000.0	
MDT	Pave Marking, Pavement Pres.	**Total**		**1,000,000.0**	**1,000,000.**	**1,000,000.**	**1,000,000.**	**1,000,000.**		**671,000.1**	**4,329,000.9**	**5,000,001.0**	
Heights Main St.	Striping and Durable Pavement M	OT		140,719.0						**18,884.5**	**121,834.5**	**140,719.0**	
UPN	BR I-90/US-87									**0.0**	**0.0**	**0.0**	
MDT	RP 0 to 4.7	**Total**	**0.0**	**140,719.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**18,884.5**	**121,834.5**	**140,719.0**	
27th ST.	Striping and Durable Pavement M	OT		142,172.0						**19,079.5**	**123,092.5**	**142,172.0**	
UPN	MT-3									**0.0**	**0.0**	**0.0**	
MDT	RP 0 to 3.3	**Total**	**0.0**	**142,172.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**19,079.5**	**123,092.5**	**142,172.0**	
Zoo Drive Interchange	Striping and Durable Pavement M	OT		55,535.4						**7,452.8**	**48,082.5**	**55,535.4**	
UPN	Zoo Drive									**0.0**	**0.0**	**0.0**	
MDT	RP 0 to 0.9	**Total**	**0.0**	**55,535.4**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**7,452.8**	**48,082.5**	**55,535.4**	
King Ave West	Striping and Durable Pavement M	OT		22,456.8						**3,013.7**	**19,443.1**	**22,456.8**	
UPN	King Ave West									**0.0**	**0.0**	**0.0**	
MDT	RP 2.5 to 3.1	**Total**	**0.0**	**22,456.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,013.7**	**19,443.1**	**22,456.8**	
Old Laurel Road	Striping and Durable Pavement M	OT		16,597.5						**2,227.4**	**14,370.1**	**16,597.5**	
UPN	BR I-90									**0.0**	**0.0**	**0.0**	
MDT	RP 0 to 0.7	**Total**	**0.0**	**16,597.5**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,227.4**	**14,370.1**	**16,597.5**	
JCT Hwy 312 to MP 7.29	Striping and Durable Pavement M	OT				33,802.0				**4,536.2**	**29,265.8**	**33,802.0**	new striping and marking project
UPN	US-87									**0.0**	**0.0**	**0.0**	
MDT	RP 4.8 to 7.3	**Total**	**0.0**	**0.0**	**0.0**	**33,802.0**	**0.0**	**0.0**	**0.0**	**4,536.2**	**29,265.8**	**33,802.0**	
Billings Bypass	New construction	PE	8,074,036.0		1,353,509.0	381,741.0				1,316,406.2	8,492,879.8	9,809,286.0	modifed to actuals
UPN 4199-000		RW	3,573,000.0	4,500,000.0		10,000,000.0				2,425,396.6	15,647,603.4	18,073,000.0	modifed to actuals
		IC								0.0	0.0	0.0	
MDT		**Total**	**11,647,036.**	**4,500,000.0**	**1,353,509.**	**10,381,741**	**0.0**	**0.0**	**0.0**	**3,741,802.8**	**24,140,483.2**	**27,882,286.0**	
Billings Bypass - Yellowstone River Bridge	New construction of bridge	IC	416,213.0		-90,761.0					43,675.7	281,776.3	325,452.0	
UPN 4199-003	over the Yellowstone River	CN	18,261,662.0	-1,621,041.0	-1,755,554.					1,997,576.0	12,887,491.0	14,885,067.0	
MDT		**Total**	**18,677,875.**	**-1,621,041.0**	**-1,846,315**	**0.0**	**0.0**	**0.0**	**0.0**	**2,041,251.6**	**13,169,267.4**	**15,210,519.0**	
Billings Bypass - Five Mile Rd to US 87	Construction of connection	IC						500,000.0		67,100.0	432,900.0	500,000.0	
UPN 4199-004	from Five Mile to US 87	CN						14,719,587.0		1,975,368.6	12,744,218.4	14,719,587.0	
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**15,219,587**	**0.0**	**2,042,468.6**	**13,177,118.4**	**15,219,587.0**	
Billings Bypass - RR O'pass	New construction of	IC	764,400.0	469,213.0						165,550.9	1,068,062.1	1,233,613.0	
UPN 4199-005	RR O'pass	CN	16,929,645.0	519,987.0						2,341,740.6	15,107,891.4	17,449,632.0	
MDT		**Total**	**17,694,045.**	**989,200.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,507,291.5**	**16,175,953.5**	**18,683,245.0**	
Billings Bypass - Johnson Ln. Intch - RR O'pass	New construction of connection	IC						1,000,000.0		134,200.0	865,800.0	1,000,000.0	moved ot 28 from 25
UPN 4199-006	from Interchange to bridge	CN						8,252,820.0		1,107,528.4	7,145,291.6	8,252,820.0	moved ot 28 from 25
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**9,252,820.**	**0.0**	**1,241,728.4**	**8,011,091.6**	**9,252,820.0**	
Billings Bypass - Johnson Lane Intch	Reconstruction of existing	IC	4,121,122.0	-82,974.0		1,269,876.0				712,336.8	4,595,687.2	5,308,024.0	modifed to actuals
UPN 4199-007	Interchange	CN				3,800,000.0				509,960.0	3,290,040.0	3,800,000.0	moved to 26 from 25
	RP 455.5	**Total**	**4,121,122.0**	**-82,974.0**	**0.0**	**5,069,876.**	**0.0**	**0.0**	**0.0**	**1,222,296.8**	**7,885,727.2**	**9,108,024.0**	
Billings Bypass - (RR O'pass to Yellowstone R)	New construction of roadway									0.0	0.0	0.0	
UPN4199-008	connection from existing	CN	7,726,275.0	-722,491.0	-11,938.0					938,305.7	6,053,540.3	6,991,846.0	Final;
	Interchange to the bridge over												
MDT	the railroad	**Total**	**7,726,275.0**	**-722,491.0**	**-11,938.0**	**0.0**	**0.0**	**0.0**	**0.0**	**938,305.7**	**6,053,540.3**	**6,991,846.0**	
Exposition Dr. & 1st Ave. N. Blgs	Interesction Improvements	PE	1,537,255.0	2,334,774.0		150,000.0				539,756.3	3,482,272.7	4,022,029.0	modifed to actuals
UPN 7908		RW			160,300.0					21,512.3	138,787.7	160,300.0	added RW phase
		IC					2,585,790.0			347,013.0	2,238,777.0	2,585,790.0	added IC phase
		CN						16,783,879.0		2,252,396.6	14,531,482.4	16,783,879.0	updated costs and moved to 28 from 27
MDT	RP .35 to 1.35	**Total**	**1,537,255.0**	**2,334,774.0**	**160,300.0**	**150,000.0**	**2,585,790.**	**16,783,879**	**0.0**	**3,160,678.1**	**20,391,319.9**	**23,551,998.0**	
Underpass Ave. Improvements	Intersection Improvements												
UPN 8669		CN	10,763,236.0	3,531,470.0	151,823.0					1,938,724.2	12,507,804.8	14,446,529.0	
MDT	RP .51 to .72	**Total**	**10,763,236.**	**3,531,470.0**	**151,823.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,938,724.2**	**12,507,804.8**	**14,446,529.0**	
Airport Rd. & Main St. - Blgs	Intersection Improvements	OT	295,609.0							39,670.7	255,938.3	295,609.0	
UPN 8718		PE	2,229,813.0	350,690.0						346,303.5	2,234,199.5	2,580,503.0	
		RW				61,235.0				8,217.7	53,017.3	61,235.0	
		IC					250,000.0			33,550.0	216,450.0	250,000.0	updated estimated
		CN						9,403,097.0		1,261,895.6	8,141,201.4	9,403,097.0	moved to 28 from 27 and updated estimated
MDT	RP 1.5 to 2.2	**Total**	**2,525,422.0**	**350,690.0**	**0.0**	**61,235.0**	**250,000.0**	**9,403,097.**	**0.0**	**1,689,637.6**	**10,900,806.4**	**12,590,444.0**	
1st Ave. N - N 9th to RR Xing	Reconstruction of roadway	PE	2,984,285.0		327,977.0					444,505.6	2,867,756.4	3,312,262.0	updated to actuals
UPN 9022	Major Rehab	RW				59,813.0				8,026.9	51,786.1	59,813.0	
		IC					213,180.0			28,608.8	184,571.2	213,180.0	
		CN						23,905,729.0		3,208,148.8	20,697,580.2	23,905,729.0	updated estimate
MDT	N-115 RP 0.7 - RP .93	**Total**	**2,984,285.0**	**0.0**	**327,977.0**	**59,813.0**	**213,180.0**	**23,905,729**	**0.0**	**3,689,290.1**	**23,801,693.9**	**27,490,984.0**	
Zoo Drive Improvements	Intersection Improvements	PE	499,730.0	492,698.0		13,896.0				135,048.7	871,275.3	1,006,324.0	Final;
UPN 9597		RW		225,000.0		-109,428.0				15,509.8	100,062.2	115,572.0	Final;
		IC			54,312.0	-44,380.0				1,332.9	8,599.1	9,932.0	Final;
	I-90 RP 442.9 to 444.3	CN			7,284,907.0	235,017.0				1,009,173.8	6,510,750.2	7,519,924.0	modifed to actuals
MDT	U-1011 RP 2.36 to 3.04	**Total**	**499,730.0**	**717,698.0**	**7,339,219.**	**95,105.0**	**0.0**	**0.0**	**0.0**	**1,161,065.1**	**7,490,686.9**	**8,651,752.0**	
1st Ave. N - RR Xing to Broadway	Reconstruction of roadway	PE	831,074.0							111,530.1	719,543.9	831,074.0	
UPN 9880	Major Rehab	RW						12,432.0		1,668.4	10,763.6	12,432.0	moved to 28 from 25
Project split from 9022		IC						255,620.0		34,304.2	221,315.8	255,620.0	moved to 28 from 26
CN outtside TIP Timeframe FY29		CN								0.0	0.0	0.0	
MDT	N-115 RP 0.93 - RP 1.45	**Total**	**831,074.0**	**0.0**	**0.0**	**0.0**	**0.0**	**268,052.0**	**0.0**	**147,502.7**	**951,623.3**	**1,099,126.0**	
1st Ave. N - Broadway to Division	Reconstruction of roadway	PE	840,665.0							112,817.2	727,847.8	840,665.0	
UPN 9881	Major Rehab	RW						12,592.0		1,689.8	10,902.2	12,592.0	moved to 28 from 25
Project split from 9022		IC						282,000.0		37,844.4	244,155.6	282,000.0	moved to 28 from 26
CN outtside TIP Timeframe FY29		CN								0.0	0.0	0.0	
MDT	N-115 RP 1.45 to RP 2.05	**Total**	**840,665.0**	**0.0**	**0.0**	**0.0**	**0.0**	**294,592.0**	**0.0**	**152,351.5**	**982,905.5**	**1,135,257.0**	
Montana Ave Crosswalks - BLGS	Sidewalk Improvements	PE	128,226.0							17,207.9	111,018.1	128,226.0	
UPN 9998	ADA compliance	RW				25,644.0				3,441.4	22,202.6	25,644.0	
		IC					51,289.0			6,883.0	44,406.0	51,289.0	moved to 27 from 26
		CN					1,831,786.0			245,825.7	1,585,960.3	1,831,786.0	moved to 27 from 28 and decreased costs to estimate
MDT	N-113 RP 2.9 to RP 4.25	**Total**	**128,226.0**	**0.0**	**0.0**	**25,644.0**	**1,883,075.**	**0.0**	**0.0**	**273,358.0**	**1,763,587.0**	**2,036,945.0**	
Laurel RD / Montana Ave - BLGS	Sidewalk Improvements									0.0	0.0	0.0	added new project split from Montana Ave Crosswalks
UPN 9998001	ADA compliance	CN					2,706,521.0			363,215.1	2,343,305.9	2,706,521.0	
MDT	N-113 RP .17 to RP 2.9	**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**2,706,521.**	**0.0**	**0.0**	**363,215.1**	**2,343,305.9**	**2,706,521.0**	
1st Ave South - Billings	Pavement Preservation on 1st	PE			148,999.0					19,995.7	129,003.3	148,999.0	Added new Project
UPN 10692	Ave South N-114 Mill & Fill with	IC					50,000.0			6,710.0	43,290.0	50,000.0	
	underseal and possible Digouts.	CN						2,368,684.0		317,877.4	2,050,806.6	2,368,684.0	
MDT	N-113 RP .17 to RP 4.25	**Total**	**0.0**	**0.0**	**148,999.0**	**0.0**	**50,000.0**	**2,368,684.**	**0.0**	**344,583.1**	**2,223,099.9**	**2,567,683.0**	
	NH TOTAL		**79,976,246.**	**11,374,806.7**	**8,623,574.**	**16,877,216**	**8,688,566.**	**78,496,440**	**0.0**	**27,381,745.2**	**176,655,104.4**	**204,036,849.7**	

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
*NH is a state sub-allocated program funded by the federal National Highway Performance Program.
CN estimates include CE costs

National Highway Freight Program (NHFP)*

Funding shown in thousands of dollars

Project Sponsor	Description	Phase						Funding Source			Total Project Costs
								Local	State	Federal	
			Pre-2024	2024	2025	2026	2027	2028		8.76%	91.24%	
Billings Bypass UPN4199007	Reconstruction of existing	CN				14,357,738.				1,257,737.	13,100,000.	14,357,738.0
(Johnson Lane Interchange)	Interchange									0.0	0.0	0.0
										0.0	0.0	0.0
										0.0	0.0	0.0
MDT		**Total**	**0.0**	**0.0**	**0.0**	**14,357,73**	**0.0**	**0.0**	**0.0**	**1,257,73**	**13,100,00**	**14,357,738.0**
I-90 Yellowstone River Bridges	Reconstruction of	PE	801,428.6							70,205.1	731,223.5	801,428.6
UPN 7972	interstate bridges	CN	17,325,017.0							1,517,671.	15,807,345.	17,325,017.0
										0.0	0.0	0.0
										0.0	0.0	0.0
MDT	I-90 RP 450.09 to 452.73	**Total**	**18,126,445.**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,587,87**	**16,538,56**	**18,126,445.6**
NHFP TOTAL			**18,126,445.**	**0.0**	**0.0**	**14,357,73**	**0.0**	**0.0**	**0.0**	**2,845,61**	**29,638,56**	**32,484,183.6**

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions. Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.

*NHFP is funded by the federal National Highway Performance Program.

CN estimates include CE costs

Surface Transportation Program Off System (STPX), Secondary (STPS)
State Funded Construction (SFCN)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local	 State 13.42%	 Federal 86.58%	Total Project Costs	
(Yellowstone River Bridge) UPN 4199003 BBP *MDT*	Construction of a new bridge over the Yellowstone River	CN **Total**	12,909.0 **12,909.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	12,909.0 **12,909.0**	0.0 **0.0**	12,909.0 **12,909.0**	
Lockwood Interchange UPN 9588 *MDT*	Interchange Improvement Study RP 450 to 455.3	OT **Total**	1,546,805 **1,546,80**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	207,581.2 **207,581.2**	1,339,223. **1,339,22**	1,546,805.0 **1,546,805.0**	
South Billings Blvd UPN *MDT*	Roadway Striping RP 0 to 1.3	OT **Total**	55,271.0 **55,271.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	7,417.4 0.0 **7,417.4**	47,853.6 0.0 **47,853.6**	55,271.0 0.0 **55,271.0**	
Johnson Lane Interchange UPN *MDT*	Roadway Striping RP 0 to 10.6	OT **Total**	10,610.0 **10,610.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	1,423.9 0.0 **1,423.9**	9,186.1 0.0 **9,186.1**	10,610.0 0.0 **10,610.0**	
88TH ST- SHILOH UPN *MDT*	Roadway Striping RP 10.8 to17.7	OT **Total**	 **0.0**	 **0.0**	69,701.0 **69,701.0**	 **0.0**	 **0.0**	 **0.0**	 **0.0**	9,353.9 0.0 **9,353.9**	60,347.1 0.0 **60,347.1**	69,701.0 0.0 **69,701.0**	
Mullowney Ln to Wise Ln UPN *MDT*	Roadway Striping RP 0 to 3.3	OT **Total**	 **0.0**	 **0.0**	 **0.0**	64,638.0 **64,638.0**	 **0.0**	 **0.0**	 **0.0**	8,674.4 0.0 **8,674.4**	55,963.6 0.0 **55,963.6**	64,638.0 0.0 **64,638.0**	New striping pavement marking
SF 209 BILLINGS DIST SIGNS UPN 10299 Not all locations inside MPO Boundary *MDT*	install safety improvement: signs, delineation, chevrons Various Locations	CN **Total**	 **0.0**	 **0.0**	 110,753.0 **110,753.**	 **0.0**	 **0.0**	 **0.0**	 **0.0**	 14,863.1 **14,863.1**	 95,889.9 **95,889.9**	 110,753.0 **110,753.0**	 programmed in 25 not 26
TOTALS			**1,625,59**	**0.0**	**180,454.**	**64,638.0**	**0.0**	**0.0**	**0.0**	**262,222.8**	**1,608,46**	**1,870,687.0**	

CN estimates include CE costs

Surface Transportation Program Primary (STPP)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase							Funding Source			Total Project Costs
									Local	State	Federal	
			Pre-2024	2024	2025	2026	2027	2028	13.42%	13.42%	86.58%	
No New Projects		**Total**										
STPP TOTALS			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**

CN estimates include CE costs

Railroad Crossing (RRS)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase							Funding Source			Total Project Costs
									Local	State	Federal	
			Pre-2024	2024	2025	2026	2027	2028		10.00%	90.00%	
No New Projects		**Total**										
TOTALS			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**

CN estimates include CE costs

Highway Safety Improvement Program (HSIP)

Funding is shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	Funding Source: State 10.00%	Funding Source: Federal 90.00%	Total Project Costs	
SAFETY PROJECTS	Various Locations	ALL		500,000.0	500,000.0	500,000.0	500,000.0	500,000.0		250,000.0	2,250,000.0	2,500,000.0	
MDT		**Total**		**500,000.0**	**500,000.0**	**500,000.**	**500,000.0**	**500,000.0**	**0.0**	**250,000.**	**2,250,000.**	**2,500,000.0**	
SF 129 - Rndabout King 56th	Intersection Improvements -	PE	923,348.0							92,334.8	831,013.2	923,348.0	
UPN 8052	Roundabout	RW	1,530,000.0							153,000.0	1,377,000.0	1,530,000.0	
		IC	415,121.0		-38,074.0					37,704.7	339,342.3	377,047.0	
	ST SEC RTE 532	CN	4,050,141.0	94,543.0						414,468.4	3,730,215.6	4,144,684.0	
MDT	RP 15.4 to 15.7	**Total**	**6,918,610.0**	**94,543.0**	**-38,074.0**	**0.0**	**0.0**	**0.0**	**0.0**	**697,507.**	**6,277,571.**	**6,975,079.0**	
SF 169 RIMROCK & 62ND ST W	Intersection Improvements -	PE	863,887.0	87,602.0						95,148.9	856,340.1	951,489.0	
UPN 9383	Roundabout	IC	1,175,733.0	-108,506.0	161,672.0	-157,527.0				107,137.2	964,234.8	1,071,372.0	Final
		CN	8,113,424.0	-1,412,860.0	212,801.0					691,336.5	6,222,028.5	6,913,365.0	
MDT	U1034 RP 2.4-2.8	**Total**	**10,153,044.**	**-1,433,764**	**374,473.0**	**-157,527**	**0.0**	**0.0**	**0.0**	**893,622.**	**8,042,603.**	**8,936,226.0**	
ZOO DRIVE IMPROVEMENTS - BLGS	Safety Improvements for Traffic Operat	PE								0.0	0.0	0.0	
UPN 9597		CN			500,000.0					50,000.0	450,000.0	500,000.0	
MDT	Various Locations	**Total**	**0.0**	**0.0**	**500,000.0**	**0.0**	**0.0**	**0.0**	**0.0**	**50,000.0**	**450,000.0**	**500,000.0**	
SF189 SOUTH D5 SAFETY IMPRV	Warning signs and flashers	PE	16,940.0							1,694.0	15,246.0	16,940.0	
UPN 9912	Not all locations inside MPO boundary												
	using 10% for costs	CN		170,195.0						17,019.5	153,175.5	170,195.0	
MDT	Various Locations	**Total**	**16,940.0**	**170,195.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**18,713.5**	**168,421.5**	**187,135.0**	
SF 209 BILLINGS DIST SIGNS	install safety improvement: signs,	PE	44,810.0		39,174.0					8,398.4	75,585.6	83,984.0	Final
UPN 10299	delineation, chevrons												
	Not all locations inside MPO Boundary	CN			678,192.0					67,819.2	610,372.8	678,192.0	programmed in 25 not 26
MDT	Various Locations	**Total**	**44,810.0**	**0.0**	**717,366.0**	**0.0**	**0.0**	**0.0**	**0.0**	**76,217.6**	**685,958.4**	**762,176.0**	
KING AVE & 48TH STREET - BLGS	address safety and operational issues												
UPN 10643	at the intersection of King Avenue and 48th Street. The preferred alternative is a roundabout.	CN						1,948,973.0		194,897.3	1,754,075.7	1,948,973.0	updated estimates to TCP
MDT	U-1037 RP 16.5 to 16.7	**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,948,973.0**	**0.0**	**194,897.**	**1,754,075.**	**1,948,973.0**	
HSIP Totals			**17,133,404.**	**-669,026.0**	**2,053,765**	**342,473.**	**500,000.0**	**2,448,973.0**	**0.0**	**2,180,95**	**19,628,63**	**21,809,589.0**	

CN estimates include CE costs

Bridge Program

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs	
BBP-YELLOWSTONE RIVER	New bridge construction									0.0	0.0	0.0	
UPN 4199-003		CN	5,000,000.0							671,000.0	4,329,000.0	5,000,000.0	
MDT	Statewide	**Total**	**5,000,000.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**671,000.0**	**4,329,000.0**	**5,000,000.0**	
I-90 Yellowstone River		PE	4,833,257.6							648,623.2	4,184,634.4	4,833,257.6	
UPN 7972		CN	63,376,310.0	2,074,940.0						8,783,557.8	56,667,692.3	65,451,250.0	
MDT	RP 2.7 to 3.0	**Total**	**68,209,567.**	**2,074,940.0**	**0.0**	**0.0**	**0.0**	**0.0**		**9,432,180.9**	**60,852,326.**	**70,284,507.**	
BR PRES COLUMBUS JOLIET AREA	Minor bridge rehab	PE	168,945.0	30,704.0						26,792.9	172,856.1	199,649.0	Final
UPN 9552													Removed IC not needed
One project in MPO	Using 33% for costs	CN		1,746,340.0	421,806.0					290,965.2	1,877,180.8	2,168,146.0	modified to actuals
MDT	U-1033 RP 0.9 to 1.1	**Total**	**168,945.0**	**1,777,044.0**	**421,806.0**	**0.0**	**0.0**	**0.0**		**317,758.1**	**2,050,036.9**	**2,367,795.0**	
SHILOH RD / I-90 BRIDGE - BLGS	Bridge rehab	PE	309,911.0							41,590.1	268,320.9	309,911.0	
UPN 9720		IC						12,395.0		1,663.4	10,731.6	12,395.0	moved to 28 from 26
		CN						7,882,032.0		1,057,768.7	6,824,263.3	7,882,032.0	updated estimates to TCP
MDT	U-1031 RO 5.0 to 5.3	**Total**	**309,911.0**	**0.0**	**0.0**	**0.0**	**0.0**	**7,894,427.0**		**1,101,022.2**	**7,103,315.8**	**8,204,338.0**	
MONTANA AVE OVERPASS- BILLINGS	Bridge rehab	PE	43,301.0							5,811.0	37,490.0	43,301.0	
UPN 9913		CN	1,092,340.0	-186,573.0						121,553.9	784,213.1	905,767.0	
MDT	N113 RP1.82 TO 1.92	**Total**	**1,135,641.0**	**-186,573.0**	**0.0**	**0.0**	**0.0**	**0.0**		**127,364.9**	**821,703.1**	**949,068.0**	
MONTANA AVE BRIDGES- BILLINGS	Bridge rehab	PE				1,996,341.0				267,909.0	1,728,432.0	1,996,341.0	New Projet
UPN 10765	Montana Ave over Laurel Road	CN						16,469,815.0		2,210,249.2	14,259,565.8	16,469,815.0	
MDT	N113 RP1.7 TO 2.1	**Total**	**0.0**	**0.0**	**0.0**	**1,996,341.0**	**0.0**	**16,469,815.**		**2,478,158.1**	**15,987,997.**	**18,466,156.**	
BBWA CANAL - N27TH ST BILLINGS	Bridge replacement	PE				1,246,193.0				167,239.1	1,078,953.9	1,246,193.0	New Projet
UPN 10801	Canal on N2th Street	RW						62,308.0		8,361.7	53,946.3	62,308.0	
		IC								0.0	0.0	0.0	
IC/CN outside of TIP timeframe		CN								0.0	0.0	0.0	
MDT	N53 RP 2.4 to 2.7	**Total**	**0.0**	**0.0**	**0.0**	**1,246,193.0**	**0.0**	**62,308.0**		**175,600.8**	**1,132,900.2**	**1,308,501.0**	
BR TOTAL			**74,824,064.**	**3,665,411.0**	**421,806.0**	**3,242,534.0**	**0.0**	**24,426,550.**	**0.0**	**14,303,085.**	**92,277,280.**	**106,580,36**	

CN estimates include CE costs

Montana Air and Congestion Initiative (MACI)-DISCRETIONARY PROGRAM

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project Costs	
ADA COMPLIANCE		All		500,000.0	500,000.0	500,000.0	500,000.0	500,000.0		335,500.0	2,164,500.	2,500,000.0	
MDT	ADA upgrades	**Total**		**500,000.**	**500,000.**	**500,000.**	**500,000.**	**500,000.**		**335,500.**	**2,164,50**	**2,500,000.0**	
TRAFFIC MITIGATION		All		250,000.0	250,000.0	250,000.0	250,000.0	250,000.0		167,750.0	1,082,250.	1,250,000.0	
MDT	Signalization	**Total**		**250,000.**	**250,000.**	**250,000.**	**250,000.**	**250,000.**		**167,750.**	**1,082,25**	**1,250,000.0**	
Underpass Ave. Improvements	Intersection Improvements	PE	1,093,608.							146,762.2	946,845.8	1,093,608.0	
		RW	150,000.0	-17,432.0						17,790.6	114,777.4	132,568.0	
		IC	452,880.0		-4,596.0					60,159.7	388,124.3	448,284.0	Final
UPN 8669		CN	1,154,386.							154,918.6	999,467.4	1,154,386.0	
MDT	RP .51 to .72	**Total**	**2,850,87**	**-17,432.**	**-4,596.0**	**0.0**	**0.0**	**0.0**	**0.0**	**379,631.**	**2,449,21**	**2,828,846.0**	
Mossmain Intch-West Blgs Inch	Pavement Preservation												
UPN 9198	Not all locations inside MPO bounda	CN	554,388.0							74,398.9	479,989.1	554,388.0	
MDT	I-90 RP 437.12 to 446.7	**Total**	**554,388.**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**74,398.9**	**479,989.**	**554,388.0**	
ATSPM - MAIN STREET (BILLINGS)	INT UPGRADE/SIGNALS	OT	221,042.0							29,663.8	191,378.2	221,042.0	
UPN 10400										0.0	0.0	0.0	
MDT	Various Locations	**Total**	**221,042.**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**29,663.8**	**191,378.**	**221,042.0**	
BILLINGS DISTRICT ADA UPGRADES	ADA upgrades	PE	25,233.0	12,616.0	29,837.0	-6,213.0				8,249.7	53,223.3	61,473.0	updated costs to actuals final voucher
	Not all locations inside MPO boundary												
UPN 10431	using 10% for costs									0.0	0.0	0.0	
MDT	Various Locations	**Total**	**25,233.0**	**12,616.0**	**29,837.0**	**-6,213.0**	**0.0**	**0.0**	**0.0**	**8,249.7**	**53,223.3**	**61,473.0**	
King Ave Signals - Billings	INT UPGRADE/SIGNALS	OT		120,000.0						16,104.0	103,896.0	120,000.0	added project
UPN 10585										0.0	0.0	0.0	
MDT	Various Locations	**Total**	**0.0**	**120,000.**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**16,104.0**	**103,896.**	**120,000.0**	
		Total	**3,651,53**	**865,184.**	**775,241.**	**743,787.**	**750,000.**	**750,000.**	**0.0**	**1,011,29**	**6,524,45**	**7,535,749.0**	

CN estimates include CE costs

Urban Pavement Preservation (UPP)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Program Schedule						Funding Source			Total Project Costs	
									Local	State	Federal		
			Pre-2024	2024	2025	2026	2027	2028		13.42%	86.58%		
URBAN PAVEMENT PRESERVATION		ALL		500,000.	500,000.	500,000.	500,000.0	500,000.		335,500.0	2,164,500.	2,500,000.0	
MDT	Various Locations	**Total**		**500,00**	**500,00**	**500,00**	**500,000.0**	**500,00**	**0.0**	**335,500.**	**2,164,50**	**2,500,000.0**	
Shiloh RD-King Ave to Rimrock	Urban Pavement Preservatio	PE			187,425.					25,152.4	162,272.6	187,425.0	added new project
UPN 10703		CN					1,903,849.0			255,496.5	1,648,352.	1,903,849.0	
MDT	RP 0 to 2.98	**Total**	**0.0**	**0.0**	**187,42**	**0.0**	**1,903,849.**	**0.0**	**0.0**	**280,649.**	**1,810,62**	**2,091,274.0**	
State Avenue - Billings	Urban Pavement Preservatio	PE			62,475.0					8,384.1	54,090.9	62,475.0	added new project
UPN 10704		CN					1,085,554.0			145,681.3	939,872.7	1,085,554.0	
MDT	RP 0 to 1.5	**Total**	**0.0**	**0.0**	**62,475.**	**0.0**	**1,085,554.**	**0.0**	**0.0**	**154,065.**	**993,963.**	**1,148,029.0**	
UPP TOTAL			**0.0**	**500,00**	**749,90**	**500,00**	**3,489,403.**	**500,00**	**0.0**	**770,214.**	**4,969,08**	**5,739,303.0**	

CN estimates include CE costs

Carbon Reduction(CR) 50k-200k

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project Costs	
Zoo Drive Improvements	Intersection Improvements												
UPN 9597													
	I-90 RP 442.9 to 444.3	CN								0.0	0.0	0.0	removed cr funds
MDT	U-1011 RP 2.36 to 3.04	**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	
BILLINGS DISTRICT ADA UPGRADES	ADA upgrades	PE											
	Not all locations inside MPO boundary												
UPN 10431	using 15% for costs	CN		388,370.0	-9,572.0	56,990.0				58,482.7	377,305.3	435,788.0	modifed to actuals
MDT	Various Locations	**Total**	**0.0**	**388,370.**	**-9,572.0**	**56,990.0**	**0.0**	**0.0**	**0.0**	**58,482.7**	**377,305.**	**435,788.0**	
KING AVE & 48TH STREET - BLGS	address safety and operational	PE			600,000.0					80,520.0	519,480.0	600,000.0	
UPN 10643	issues at the intersection of King	RW					400,000.0			53,680.0	346,320.0	400,000.0	
	Avenue and 48th Street. The preferred alternative is a	IC						400,000.0		53,680.0	346,320.0	400,000.0	
	roundabout.	CN						1,916,590		257,206.4	1,659,383.	1,916,590.0	updated costs
MDT	U-1037 RP 16.5 to 16.7	**Total**	**0.0**	**0.0**	**600,000.**	**0.0**	**400,000.**	**2,316,59**	**0.0**	**445,086.**	**2,871,50**	**3,316,590.0**	
		Total	**0.0**	**388,370.**	**590,428.**	**56,990.0**	**400,000.**	**2,316,59**	**0.0**	**503,569.**	**3,248,80**	**3,752,378.0**	

Transportation Alternatives - MPO

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project Costs	
Carryover				5,945,000.	5,698,375.	5,626,500.	6,232,001.	7,021,958.					
Estimated Allocation (TA)				789,957.0	789,957.0	789,957.0	789,957.0	789,957.0					
STAGECOACH TRAIL - BILLINGS	Shared use path	PE		931,193.0					124,966.1		806,226.9	931,193.0	
UPN 10432		CN						5,348,666.	717,791.0		4,630,875.	5,348,666.0	
MDT/Locals	Skyline Trail to Zimmerman Trail	**Total**	**0.0**	**931,193.**	**0.0**	**0.0**	**0.0**	**5,348,66**	**842,757.1**	**0.0**	**5,437,10**	**6,279,859.0**	
SIDEWALKS - LOCKWOOD	Sidewalk construction	PE		266,060.0					35,705.3		230,354.7	266,060.0	
UPN 10433		CN			995,417.0				133,585.0		861,832.0	995,417.0	decreased estimate to award amount
MDT/Locals	Old Hardin Road	**Total**	**0.0**	**266,060.**	**995,417.**	**0.0**	**0.0**	**0.0**	**169,290.2**	**0.0**	**1,092,18**	**1,261,477.0**	
Johnson Lane -SIDEWALKS	Sidewalk construction	PE				50,001.0			6,710.1		43,290.9	50,001.0	New Project
UPN 10721		CN						195,000.0	26,169.0		168,831.0	195,000.0	
MDT/Locals	RP 0 to RP 0.6	**Total**	**0.0**	**0.0**	**0.0**	**50,001.0**	**0.0**	**195,000.**	**32,879.1**	**0.0**	**212,121.**	**245,001.0**	
Safe Routes to Schools - BLGS	Improve routes in Billings School District	PE				163,046.0			21,880.8		141,165.2	163,046.0	New Project
UPN 10722		CN						1,329,251.	178,385.5		1,150,865.	1,329,251.0	
MDT/Locals	Various locations	**Total**	**0.0**	**0.0**	**0.0**	**163,046.0**	**0.0**	**1,329,25**	**200,266.3**	**0.0**	**1,292,03**	**1,492,297.0**	
TA TOTALS			**0.0**	**1,197,25**	**995,417.**	**213,047.0**	**0.0**	**6,872,91**	**1,043,023.**	**0.0**	**6,729,13**	**7,772,156.0**	
Federal			**0.0**	**1,036,58**	**861,832.**	**184,456.1**	**0.0**	**5,950,57**					
Local			**0.0**	**160,671.**	**133,585.**	**28,590.9**	**0.0**	**922,345.**					
Balance				**5,698,37**	**5,626,50**	**6,232,001**	**7,021,95**	**1,861,34**					

CN estimates include CE costs

FWP Recreational Trails Program

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 20.00%	 State 0%	 Federal 80.00%	Total Project Costs
Rec Trails Program	Trail Construction	All				125,000.0	125,000.0	125,000.0	75,000.0		300,000.0	375,000.0
Local	Various	**Total**	**0.0**	**0.0**	**0.0**	**125,000.**	**125,000.**	**125,000.**	**75,000.0**	**0.0**	**300,000.**	**375,000.**
Rose Park Trail, Phase 1	New Trail Construction	PE	25,000.0						5,000.0		20,000.0	25,000.0
	Local match sourced from cash an	CN	100,000.0						20,000.0		80,000.0	100,000.0
City of Billings/TrailNet	in-kind contributions	**Total**	**125,000.0**	**0.0**	**0.0**	**0**	**0**	**0**	**25,000.0**	**0.0**	**100,000.**	**125,000.**
Rose Park Trail, Phase 2	Continuation of Rose Park Trail	PE		25,000.0					5,000.0		20,000.0	25,000.0
	Local match sourced from cash an	CN		74,600.0					24,615.0		50,000.0	74,615.0
City of Billings/TrailNet	in-kind contributions	**Total**	**0.0**	**99,600.0**	**0.0**	**0**	**0**	**0**	**29,615.0**	**0.0**	**70,000.0**	**99,615.0**
Lillis Park Trail Connector	Trail reconstruction	PE		25,000.0					5,000.0		20,000.0	25,000.0
		CN		100,000.0					20,000.0		80,000.0	100,000.0
City of Billings		**Total**	**0.0**	**125,000.**	**0.0**	**0**	**0**	**0**	**25,000.0**	**0.0**	**100,000.**	**125,000.**
Big Ditch Trail Extension	Trail reconstruction	PE		25,000.0					5,000.0		20,000.0	25,000.0
		CN		100,000.0					20,000.0		80,000.0	100,000.0
City of Billings		**Total**	**0.0**	**125,000.**	**0.0**	**0**	**0**	**0**	**25,000.0**	**0.0**	**100,000.**	**125,000.**
Southern Riverfront Park Trail*	Trail reconstruction	PE			25,000.0				5,000.0		20,000.0	25,000.0
		CN			100,000.0				20,000.0		80,000.0	100,000.0
City of Billings		**Total**	**0.0**	**0.0**	**125,000.**	**0**	**0**	**0**	**25,000.0**	**0.0**	**100,000.**	**125,000.**
Trailside Education Signs*	Trail Signage	PE							0.0		0.0	0.0
		CN			59,059.0				11,811.8		47,247.2	59,059.0
City of Billings/Trailnet		**Total**	**0.0**	**0.0**	**59,059.0**	**0**	**0**	**0**	**11,811.8**	**0.0**	**47,247.2**	**59,059.0**
		Total	**125,000.0**	**349,600.**	**184,059.**	**125,000.**	**125,000.**	**125,000.**	**216,426.**	**0.0**	**817,247.**	**1,033,67**

*pending award

EARMARKS

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2024	2024	2025	2026	2027	2028	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project Costs
Billings Bypass UPN419900	Environmental Impact Statement Preliminary Engineering	PE	14,598,600.0							1,959,132.	12,639,467.	14,598,600.
	Right of Way Acquisition	RW	7,847,000.0							1,053,067.	6,793,932.6	7,847,000.0
MDT		**Total**	**22,445,600.**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,012,19**	**19,433,40**	**22,445,60**
		Total	**22,445,600.**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,012,19**	**19,433,40**	**22,445,60**

CN estimates include CE costs

Federal Transit Administration Section 5307*

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source Local 20%	State	Federal 80%	Total Estimated Obligation
Carryover			5,107,737.0	2,859,699.2	2,859,699.2	2,859,699.4	2,848,899.				
Allocation (Estimated)(Fed Share)			2,859,705.0	2,905,042.0	2,970,851.0	2,970,851.0	2,970,851.				
Bus & Passenger Amenities/Equipment											
Supportive Equipment											
Facilities/Ammenities											
Security Related Capital (1% minimum)	*Used 5339 for Security in FY25/26		10,518.0			36,000.0	36,000.0	16,503.6		66,014.4	82,518.0
Met Transit		**Total**	**10,518.0**	**0.0**	**0.0**	**36,000.0**	**36,000.0**	**16,503.6**		**66,014.4**	**82,518.0**
Transit Operations* **											
Fleet/Facility Preventive Maintenance	80/20 Match		1,557,097.0	862,500.0	900,000.0	900,000.0	900,000.0	1,023,919.4		4,095,677.6	5,119,597.0
ADA Paratransit (20% of apportionment)	80/20 Match		1,460,961.0	726,260.0	744,416.0	744,416.0	744,416.0	884,093.8		3,536,375.2	4,420,469.0
Fixed Route	50/50 Match		5,369,764.0	3,268,068.0	3,310,636.0	3,274,636.0	3,274,636.	9,248,870.0		9,248,870.0	18,497,740.0
Met Transit		**Total**	**8,387,822.0**	**4,856,828.0**	**4,955,052.0**	**4,919,052.0**	**4,919,05**	**11,156,883.2**	**0.0**	**16,880,92**	**28,037,806.0**
Purchase buses											
Replacement Buses											
Expansion Buses											
Met Transit		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
SECTION 5307 TOTALS*			**8,398,340.0**	**4,856,828.0**	**4,955,052.0**	**4,955,052.0**	**4,955,05**	**11,173,386.8**	**0.0**	**16,946,93**	**28,120,324.0**
Federal			**5,107,742.8**	**2,905,042.0**	**2,970,850.8**	**2,981,650.8**	**2,981,65**				
Local			**3,290,597.2**	**1,951,786.0**	**1,984,201.2**	**1,973,401.2**	**1,973,40**				
Ending Balance (Federal)			**2,859,699.2**	**2,859,699.2**	**2,859,699.4**	**2,848,899.6**	**2,838,09**				

Full 5307 apportionment (FY2026) **$2,970,851**

Project 1 - Operating Assistance	FTA Amount	Local	Total	FTA Share	Local Share	
ALI 30.09.01 - Up to 50% share Operating Assistance	$	1,656,681	$ 1,656,681	$ 3,313,362	50.00%	50.00%
ALI 30.09.01 - Up to 50% share Operating Assistance (1% for Security)	$	-	$ -	$ -	80.00%	20.00% * used 5339 funds in FY26 for security requirement
ALI 11.7C.00 - Non Fixed Route ADA Paratransit Service	$	594,170	$ 148,543	$ 742,713	80.00%	20.00% *up to 20% of total allocation if 3 criteria is met
ALI 11.7A.00 - Preventative Maintenance	$	720,000	$ 180,000	$ 900,000	80.00%	20.00%
Total P2	**$**	**2,970,851**	**$ 1,985,224**	**$ 4,956,075**		

*FTA administered funds are not subject to indirect cost recovery. 5307 funds may be supplemented by Small Transit Intensive Cities (STIC) funds based on transit system performance for the urbanized area (MET).

***Total local funding reflects an overmatch on federal share. Operations Match ratio is 50/50.

Federal Transit Administration Section 5339

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source: Local 20%	Funding Source: State	Funding Source: Federal 80%	Total Estimated Obligation
Carryover			1,011,182.0	753,132.0	1,173,427	431,771.4	811,771.4				
Allocation (Estimated)			735,024.0	758,665.0	780,000.0	780,000.0	780,000.0				
Rolling Stock	Replacement		602,072.0	0.0	0.0						
Met Transit	85/15 match for ADA		**602,072.0**	**0.0**	**0.0**	**0.0**	**0.0**	**90,310.**		**511,761.**	**602,072.0**
Bus and Bus Technology	Upgrade		182,861.0	38,635.0	118,860.0						
Met Transit			**182,861.0**	**38,635.0**	**118,860.**	**0.0**	**0.0**	**68,071.**		**272,284.**	**340,356.0**
Bus Facilities and Support	Facility items, construction, technology, amenities, support equipment, etc.		418,780.0	88,853.0	725,000.0	400,000.0					
				90,000.0	609,990.0	50,000.0					
				18,140.0		50,000.0					
Met Transit							50,000.0				
			418,780.0	***196,993.***	***1,334,99***	***500,000.***	***50,000.0***	***500,152***		***2,000,61***	***2,500,763.0***
Bus Facilities Security System	Upgrade			187,334.0	448,220.0						
Met Transit			**0.0**	**187,334.**	**448,220.**	**0.0**	**0.0**	**127,110**		**508,443.**	**635,554.0**
Bus, Facilities, and Technology	Upgrade facilities, replace										
Met Transit	buses, add technology		**0.0**	**0.0**	**0.0**	**0.0**	1,350,000	**270,000**		1,080,000	**1,350,000.0**
SECTION 5339 TOTALS			**1,203,713.**	**422,962.**	**1,902,07**	**500,000.**	**1,400,00**	**1,055,6**	**0.0**	**4,373,09**	**5,428,745.0**
Federal			**993,074.0**	**338,369.**	**1,521,65**	**400,000.**	**1,120,00**				
Local			**210,639.0**	**84,592.4**	**380,414.**	**100,000.**	**280,000.**				
Balance			**753,132.0**	**1,173,42**	**431,771.**	**811,771.**	**471,771.**				

updated allocation

PROJECTS

2024	2025	2026	2027	2028
Overage bus diesel/electric				
AVL system	Bus Sign Controllers	Bus Pass Card Readers, APCs		
Facility Remodel	2 Support Vehicles, Generator, Shop Heaters	Transfer Center Amenities, Bus Wash Rehab	Transfer Center Amenities, Fork Lift, Bus Stops	Bus Stops
	Admin Building Security Cameras	Access Control, Transfer Center Security Cameras		

Federal Transit Administration Section 5339 Discretionary Funding

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source: Local 15%	Funding Source: State	Funding Source: Federal 85%	Total Estimated Obligation
Carryover			6,904,600.0								
Allocation	5339b/LowNo		0.0	910,300.0							
Rollingstock	Replace buses		5,499,765.0		1,000,000						
MET Transit	85/15 match for ADA	**Total**	**5,499,765.**	**0.0**	**1,000,00**	**0.0**	**0.0**	**974,964**		**5,524,80**	**6,499,765.0**
Bus and Bus Facilities	Technology		465,000.0		70,000.0						
MET Transit	Facility Remodel		2,196,000.0								
	Training		20,145.0		5,375.0						
	Training Capital		210,750.0								
	80/20 Rate	**Total**	**2,891,895.**	**0.0**	**75,375.0**	**0.0**	**0.0**	**578,379**		2,313,516	**2,891,895.0**
SECTION 5339 TOTALS			**8,391,660.**	**0.0**	**1,075,37**	**0.0**	**0.0**	**1,553,3**		**7,838,31**	**9,391,660.0**
Federal			**6,904,616.**	**0.0**	**910,300.**	**0.0**	**0.0**				
Local			**1,487,043.**	**0.0**	**165,075.**	**0.0**	**0.0**				
Balance			**-16.3**	**910,300.**	**0.0**	**0.0**	**0.0**				

PROJECTS

2024	2025	2026	2027	2028
4 Diesel Buses 4 Electric Buses		8 Paratransit Vans (moved from FY25)		
Electric Chargers METroplex Remodel Bus Simulator & Training		Vehicle Lift, Electric Bus Scaffolding, Maint. Staff Training (moved from FY25)		

***Capital 80/20 Match, ADA Capital 85/15 Match**

Federal Transit Administration Section 5310

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source Local 15/20%	State	Federal 85/80%	Total Estimated Obligation	
Carryover *Allocation (Estimated)*			0.0 225,891	21,984. 275,251	90,048. 255,661	124,244. 225,891.	223,438 225,891					updated allocation
Paratransit Vehicles	Purchase vehicles (ADA and Cutaway) for ME	Purch.	128,000	143,750	104,664			56,462.1		319,951.9	376,414.0	updated cost
	and other Coordination members as applicabl	Purch.	111,890	100,000	50,000.			52,378.0		209,512.0	261,890.0	updated cost
Met Transit and Coordination Group			**239,89**	**243,75**	**154,66**	**0.0**	**0.0**	**95,745.6**		**542,558.**	**638,304.0**	
Traditional and Non-Traditional Projects	Projects to support identified community needs but may be also be used for vehicles	Purch.	0.0			158,371.	282,500	88,174.2		352,696.8	440,871.0	updated cost
		Purch.						0.0		0.0	0.0	
		Purch.						0.0		0.0	0.0	
		Purch.						0.0		0.0	0.0	
Coodination Members			**0.0**	**0.0**	**0.0**	**158,371**	**282,50**	**88,174.2**		**352,696.**	**440,871.0**	
Bus Stop Improvements	Upgrade bus stop amenities	Purch.			112,500			22,500.0		90,000.0	112,500.0	updated cost
MET Transit	Will be sub-allocated to MET Transit		**0.0**	**0.0**	**112,50**	**0.0**	**0.0**	**16,875.0**		**95,625.0**	**112,500.0**	
SECTION 5310 TOTALS			**239,89**	**243,75**	**267,16**	**158,371**	**282,50**	**200,794.8**		**990,880.**	**1,191,675.0**	
Federal			**203,90**	**207,18**	**221,46**	**126,696**	**226,00**					
Local			**35,983**	**36,562**	**45,699**	**31,674.**	**56,500**					
Balance			**21,984**	**90,048**	**124,24**	**223,438**	**223,32**					

2024	2025	2026	2027	2028
MET ADA Transit Van YCCOA ADA Transit Van (updated van costs)	2 COR vans 2 BSSS mini-vans	1 COR ADA van 1 COR non-ADA vehicle		
			Projects determined based on annual Coordination Plan	Projects determined based on annual Coordination Plan
		MET infrastructure improvements (moved from FY25 to FY26)		

Funding dependent on the outcome of a competitive process and funding availability.

TRANSADE(STATE FUNDED)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	2024	2025	2026	2027	2028	State Funded 100%	Total Estimated Obligation	
Carryover			0.0	0.0	0.0	0.0	0.0			
Allocation (Estimated)			348,915	253,819	214,665	214,665	214,665	**1,246,72**	**1,246,729.0**	updated allocation
Transit Operations	Operating		348,915	253,819	214,665	214,665	214,665	**1,246,72**		updated costs
Met Transit			**348,91**	**253,81**	**214,66**	**214,66**	**214,66**	**1,246,72**	**1,246,729.0**	
STATE TOTALS			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,246,72**	**1,246,729.0**	

BILLINGS METROPOLITAN PLANNING ORGANZIATION





TRANSPORTATION IMPROVEMENT PROGRAM (TIP)
Amendment #3
FY 2024 – 2028



Transportation Improvement Program

The TIP is a strategic plan outlining prioritized transportation projects within the Billings Metropolitan Organization (MPO) for 2024-2028. It facilitates the scheduling of federal funds for surface transportation, highlights regional priorities, and presents a short-term transportation vision. Additionally, it includes non-federally funded projects that do not require TIP approval.

Periodic amendments are necessary to update project lists, funding allocations, and schedules. This amendment incorporates:

- Project additions,
- Financial adjustments, and
- Timing revisions based on funding availability and regional priorities

Projects Added/Modified

Projects Added:

- MDT Project – Laurel Road/Montana Avenue: Sidewalk improvements to meet ADA compliance.
- MDT Project – 1st Avenue South: Pavement preservation on 1st Avenue South.
- MDT Project – Junction Highway 312 to Mile Post 7.29: Striping and durable pavement markings.
- MDT Project – Mullowney Lane to Wise Lane – Roadway striping.
- MDT Project – Montana Avenue Bridges – Bridge rehabilitation.
- MDT project – King Avenue to Rimrock Road: Pavement preservation.
- MDT Project – State Avenue: Pavement preservation.
- MDT Project – King Avenue Signals: Intersection upgrades/signals.
- MPO – Johnson Lane Sidewalks (County): Transportation Alternatives sidewalk project.
- MPO – Safe Routes to School (City): Transportation Alternatives project that will improve safe routes to schools.
- MET Transit – Updated allocations and projects.

Projects Added/Modified

Financial Adjustments:

- Funding sources and allocations updated to reflect revised cost estimates and grant awards.
- Adjustments made to federal, state, and local funding contributions.

Project Timing Revisions:

- Schedule updates due to funding shifts, permitting processes, or construction timelines.

Billings MPO Project List

PROJECT	UPN	SCOPE	COMMENTS	PERFORMANCE MEASURES	
CMAQ					
Bilings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River			
Bilings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design		System performace - Efficiency	
Grand Ave 41st to 62nd		Reconstruction of existing roadway	Possible LAG project	System performace - Efficiency	
STPU					
Bilings Bypass - Five Mile Road	4199-002	Reconstruction of roadway	Completed	System performance - Efficiency	
Bilings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River			
Bilings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design		System performance - Efficiency	
Grand Ave 41st to 62nd		Reconstruction of existing roadway	Possible LAG project	System performance - Efficiency	
IM					
MDT Preventative Maintenance		Pavement Preservation and Striping	Placeholder to allow project nominations		
I-90 Yellowstone River - Bilings	7972	Bridge Replacement		Bridge condition	
Mossmain Intch - West Blgs Intch	9198	Pavement Preservation w/ signal improvements at off ramps		Pavement condition	
Bilings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design		Safety - Reduce Fatalities & Serious Injuries	
Lockwood Intechange - Billings	9978	Reconstruction of existing Interchange to a diverging diamond design		Safety - Reduce Fatalities & Serious Injuries	
I-90 CULVERTS - BILLINGS AREA	10427	Culvert replacement	Not all locations inside MPO boundary		
NH					
MDT Preventative Maintenance		Pavement Preservation and Striping	Placeholder to allow project nominations		
Bilings Bypass	4199-000	New Construction	Covers PE & IC		
Bilings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River			
Bilings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design			
Bilings Bypass - RR O'pass	4199-005	New construction of bridge over the railroad			
Bilings Bypass - Johnson Ln Intch-RR O'pass	4199-008	New construction of roadway connection from existing Interchange to the bridge over the railroad		Safety - Reduce Fatalities & Serious Injuries	
Bilings Bypass - Johnson Lane Intch - RR O'pass	4199-006	New construction of connection from interchange to the railroad overpass			
Bilings Bypass - Five Mile Road to US 87	4199-004	New construction of connection from Five Mile to US 87			
Exposition Dr. & 1st Ave N. Blgs	7908	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
Underpass Ave. Improvements	8669	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
Airport Rd. & Main St. - Blgns	8718	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
1st Ave. N - N 9th to RR Xing	9022	Major Reconstruction			
Zoo Drive Improvements	9597	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
1st Ave. N - RR Xing to Broadway	9880	Major Reconstruction			
1st Ave. N - Broadway to Division	9881	Major Reconstruction			
Montana Ave Crosswalks - Bilings	9998	Sidewalk Improvements ADA Compliance		Safety - Reduce Fatalities & Serious Injuries	
Laurel RD / Montana Ave - BLGS	9998001	Sidewalk Improvements ADA Compliance	Split from MT Ave Crosswalks	Safety - Reduce Fatalities & Serious Injuries	New project
1st Ave South - Billings	10692	Pavement Preservation on 1st Ave South N-114 Mill & Fill with underseal and possible Digouts.			New project
JCT Hwy 312 to MP 7.29		Striping and Durable Pavement Markings			New project

Billings MPO Project List (Continued)

NHFP					
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design			
I-90 Yellowstone River - Billings	7972	Bridge Replacement		Freight Network	
STPX, STPS, SFCN					
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River			
Lockwood Interchange	9588	Interchange Improvements Study			
Jct Main & 87 to Worden		Roadway Striping			
SF 209 BILLINGS DIST SIGNS	10299	install safety improvement: signs, delineation, chevrons			
Mullowney Ln to Wise Ln		Roadway Striping			New project
STPP					
RRS					
HSIP					
Various Safety Projects			Placeholder to allow project nominations		
SF 129 - Rndabout King 56th	8052	Intersection Improvements - Roundabout		Safety - Reduce Fatalities & Serious Injuries	
SF 169 Rimrock & 62nd St. W	9383		Roundabout	Safety - Reduce Fatalities & Serious Injuries	
Zoo Drive Improvements	9597	Intersection Improvements		Safety - Reduce Fatalities & Serious Injuries	
SF 189 South D5 Safety Imprv	9912	Intersection Safety Improvements	Several intersections West End Billings using 10% for costs	Safety - Reduce Fatalities & Serious Injuries	
SF 209 BILLINGS DIST SIGNS	10299	install safety improvement: signs, delineation, chevrons			
KING AVE & 48TH STREET - BLGS	10643	Roundabout safety and operational improvements	split funded	Safety - Reduce Fatalities & Serious Injuries	
BR					
Billing Bypass - Yellowstone River	4199-003	New construction of bridge over the Yellowstone River			
I-90 Yellowstone River - Billings	7972	Bridge Replacement			
BR PRES COLUMBUS JOLIET AREA	9552	Minor bridge rehab	One project in MPO Boundary		
SHILOH RD / I-90 BRIDGE - BLGS	9720	Bridge rehab		Bridge condition	
MONTANA AVE OVERPASS- BILLINGS	9913	Bridge rehab		Bridge condition	
MONTANA AVE BRIDGES- BILLINGS	10765	Bridge rehab		Bridge condition	New project
UPP					
Various Preservation Projects		Pavement preservation	Placeholder to allow project nominations		
Shiloh Rd - King Ave to Rimrock	10703	Pavement preservation			New project
State Avenue - Billings	10704	Pavement preservation			New project
MACI					
MDT MACI		Statewide CMAQ - Various	Placeholder to allow project nominations		
MDT MACI		Statewide CMAQ - ADA Compliance	Placeholder to allow project nominations		
Underpass Ave. Improvements	8669	Intersection Improvements			
Mossmain Intch - West Blgs Intch	9198	Pavement Preservation w/ signal improvements at off ramps	Partially funded IM is primary		
ATSPM - MAIN STREET (BILLINGS)	10400	Signal Improvements			
BILLINGS DISTRICT ADA UPGRADES	10431	Signal Improvements	CE only		
King Ave Signals - Billings	10585	INT upgrades/signals			New project

Billings MPO Project List (Continued)

CR					
BILLINGS DISTRICT ADA UPGRADES	10431	Signal Improvements	CN only		
Zoo Drive Improvements	9597	Intersection Improvements	CN only		
KING AVE & 48TH STREET - BLGS	10643	Roundabout safety and operational improvements	split funded		
TA					
Stagecoach Trail		Shared use path		Non-Motorized Fatalities and Serious Injuries	
Old Hardin Sidewalk		Sidewalk construction		Non-Motorized Fatalities and Serious Injuries	
Johnson Ln - Sidewalks	10721	Sidewalk construction		Non-Motorized Fatalities and Serious Injuries	New project
Safe Routes to Schools - BLGS	10722	Improve routes in Billings school districts		Non-Motorized Fatalities and Serious Injuries	New project
FWP					
Rose Park Trail, Phase 1	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local (In-Kind) $25,000		
Rose Park Trail, Phase 2	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000		
Lilis Park Trail Connector	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000		
Big Ditch Trail Extension	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000		
Southern Riverfront Park Trail*	Local	Bike Pedestrian Path	Recreational Trails Program $100,000 Local $25,000		
Trailside Education Signs*	Local	Trail Signage	Recreational Trails Program $47,000 Local $12,000		
EARMARK					
Billings Bypass	4199-001	New Construction	Covers Environmental Doc., PE, RW		
FTA 5307					
FTA 5339					
FTA 5310					
FTA 5311					
100 % LOCALLY FUNDED PROJECTS					
Various Projects		Annual Operation and Maintenance			
State Funded Maintenance					
Various Maintenance Projects		Maintenance			

Transit Projects

- 5307
  - Updated to actual apportionment for 2025; estimated FY26-FY28
  - Updated project amounts for maintenance, paratransit, and operations
  - Updated the Program of Projects table to match project amounts
- 5339
  - Updated actual apportionment for 2025; estimated for FY26-FY28
  - Updated projects and funding amounts to reflect adopted CIP and ERP projects, as well as transfer center updates, bus wash rehab, technology updates, and equipment
  - Rolled paratransit van and equipment purchase forward to FY26 from FY25
- 5310
  - Updated with actual apportionment amounts
  - Updated projects table and amounts to reflect funding for COR vehicles and moved MET bus stop improvements forward from FY25 to FY26
- TransADE
  - Updated with actual apportionment amounts

Federal Transit Administration Section 5307*

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source: Local 20%	Funding Source: State	Funding Source: Federal 80%	Total Estimated Obligation
Carryover			5,107.7	2,859.7	2,859.7	2,859.7	2,848.9				
Allocation (Estimated)(Fed Share)			2,859.7	2,905.0	2,970.9	2,970.9	2,970.9				
Bus & Passenger Amenities/Equipment											
Supportive Equipment											
Facilities/Ammenities											
Security Related Capital (1% minimum)	*Used 5339 for Security in FY25/26		10.5			36.0	36.0	16.5		66.0	82.5
Met Transit		**Total**	**10.5**	**0.0**	**0.0**	**36.0**	**36.0**	**16.5**		**66.0**	**82.5**
Transit Operations* **											
Fleet/Facility Preventive Maintenance	80/20 Match		1,557.1	862.5	900.0	900.0	900.0	1,023.9		4,095.7	5,119.6
ADA Paratransit (20% of apportionment)	80/20 Match		1,461.0	726.3	744.4	744.4	744.4	884.1		3,536.4	4,420.5
Fixed Route	50/50 Match		5,369.8	3,268.1	3,310.6	3,274.6	3,274.6	9,248.9		9,248.9	18,497.7
Met Transit		**Total**	**8,387.8**	**4,856.8**	**4,955.1**	**4,919.1**	**4,919.1**	**11,156.9**	**0.0**	**16,880.9**	**28,037.8**
Purchase buses											
Replacement Buses											
Expansion Buses											
Met Transit		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
SECTION 5307 TOTALS*			**8,398.3**	**4,856.8**	**4,955.1**	**4,955.1**	**4,955.1**	**11,173.4**	**0.0**	**16,946.9**	**28,120.3**
Federal			**5,107.7**	**2,905.0**	**2,970.9**	**2,981.7**	**2,981.7**				
Local			**3,290.6**	**1,951.8**	**1,984.2**	**1,973.4**	**1,973.4**				
Ending Balance (Federal)			**2,859.7**	**2,859.7**	**2,859.7**	**2,848.9**	**2,838.1**				

Full 5307 apportionment (FY2026) **$2,970,851**

Project 1 - Operating Assistance	FTA Amount	Local	Total	FTA Share	Local Share	
ALI 30.09.01 - Up to 50% share Operating Assistance	$ 1,656,681	$ 1,656,681	$ 3,313,362	50.00%	50.00%	
ALI 30.09.01 - Up to 50% share Operating Assistance (1% for Security)	$ -	$ -	$ -	80.00%	20.00%	* used 5339 funds in FY26 for security requirement
ALI 11.7C.00 - Non Fixed Route ADA Paratransit Service	$ 594,170	$ 148,543	$ 742,713	80.00%	20.00%	*up to 20% of total allocation if 3 criteria is met
ALI 11.7A.00 - Preventative Maintenance	$ 720,000	$ 180,000	$ 900,000	80.00%	20.00%	
Total P2	**$ 2,970,851**	**$ 1,985,224**	**$ 4,956,075**			

*FTA administered funds are not subject to indirect cost recovery. 5307 funds may be supplemented by Small Transit Intensive Cities (STIC) funds based on transit system performance for the urbanized area (MET).

***Total local funding reflects an overmatch on federal share. Operations Match ratio is 50/50.

Federal Transit Administration Section 5339

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source Local	State	Federal	Total Estimated Obligation	
Carryover			1,011.2	753.1	1,173.4	431.8	811.8	20%		80%		
Allocation (Estimated)			735.0	758.7	780.0	780.0	780.0					updated allocation
Rolling Stock	Replacement		602.1	0.0	0.0							
Met Transit	85/15 match for ADA		**602.1**	**0.0**	**0.0**	**0.0**	**0.0**	**90.3**		**511.8**	**602.1**	
Bus and Bus Technology	Upgrade		182.9	38.6	118.9							
Met Transit			**182.9**	**38.6**	**118.9**	**0.0**	**0.0**	**68.1**		**272.3**	**340.4**	
Bus Facilities and Support	Facility items, construction, technology, amenities, support equipment, etc.		418.8	88.9	725.0	400.0						
				90.0	610.0	50.0						
				18.1		50.0						
Met Transit							50.0					
			418.8	***197.0***	***1,335.0***	***500.0***	***50.0***	***500.2***		***2,000.6***	***2,500.8***	
Bus Facilities Security System	Upgrade			187.3	448.2							
Met Transit			**0.0**	**187.3**	**448.2**	**0.0**	**0.0**	**127.1**		**508.4**	**635.6**	
Bus, Facilities, and Technology	Upgrade facilities, replace											
Met Transit	buses, add technology		**0.0**	**0.0**	**0.0**	**0.0**	1,350.0	**270.0**		1,080.0	**1,350.0**	
SECTION 5339 TOTALS			**1,203.7**	**423.0**	**1,902.1**	**500.0**	**1,400.0**	**1,055.6**	**0.0**	**4,373.1**	**5,428.7**	
Federal			**993.1**	**338.4**	**1,521.7**	**400.0**	**1,120.0**					
Local			**210.6**	**84.6**	**380.4**	**100.0**	**280.0**					
Balance			**753.1**	**1,173.4**	**431.8**	**811.8**	**471.8**					

PROJECTS

2024	2025	2026	2027	2028
Overage bus diesel/electric				
AVL system	Bus Sign Controllers	Bus Pass Card Readers, APCs		
Facility Remodel	2 Support Vehicles, Generator, Shop Heaters	Transfer Center Amenities, Bus Wash Rehab, Access Control	Transfer Center Amenities, Fork Lift, Bus Stops	Bus Stops
	Admin Building Security Cameras	Transfer Center Security Cameras		

Federal Transit Administration Section 5339 Discretionary Funding

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source Local	State	Federal	Total Estimated Obligation
Carryover			6,904.6								
Allocation	5339b/LowNo		0.0	910.3							
Rollingstock	Replace buses		5,499.8		1,000.0						
MET Transit	85/15 match for ADA	**Total**	**5,499.8**	**0.0**	**1,000.0**	**0.0**	**0.0**	**975.0**		**5,524.8**	**6,499.8**
Bus and Bus Facilities	Technology		465.0		70.0						
MET Transit	Facility Remodel		2,196.0								
	Training		20.1		5.4						
	Training Capital		210.8								
	80/20 Rate	**Total**	**2,891.9**	**0.0**	**75.4**	**0.0**	**0.0**	**578.4**		2,313.5	**2,891.9**
SECTION 5339 TOTALS			**8,391.7**	**0.0**	**1,075.4**	**0.0**	**0.0**	**1,553.3**		**7,838.3**	**9,391.7**
Federal			**6,904.6**	**0.0**	**910.3**	**0.0**	**0.0**				
Local			**1,487.0**	**0.0**	**165.1**	**0.0**	**0.0**				
Balance			**0.0**	**910.3**	**0.0**	**0.0**	**0.0**				

PROJECTS

2024	2025	2026	2027	2028
		8 Paratransit		
4 Diesel Buses 4 Electric Buses		Vans (moved from FY25)		
Electric Chargers METroplex Remodel Bus Simulator & Training		Vehicle Lift, Electric Bus Scaffolding, Maint. Staff Training (moved from FY25)		

***Capital 80/20 Match, ADA Capital 85/15 Match**

Federal Transit Administration Section 5310

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	Funding Source: Local 15/20%	Funding Source: State	Funding Source: Federal 85/80%	Total Estimated	
Carryover			0.0	22.0	90.0	124.2	223.4					
Allocation (Estimated)			225.9	275.3	255.7	225.9	225.9					updated allocation
Paratransit Vehicles	Purchase vehicles (ADA and Cutaway) for	Purch.	128.0	143.8	104.7			56.5		320.0	376.4	updated cost
	and other Coordination members as applic	Purch.	111.9	100.0	50.0			52.4		209.5	261.9	updated cost
Met Transit and Coordination Group			**239.9**	**243.8**	**154.7**	**0.0**	**0.0**	**95.7**		**542.6**	**638.3**	
Traditional and Non-Traditior	Projects to support identified community nee	Purch.	0.0			158.4	282.5	88.2		352.7	440.9	updated cost
Projects	but may be also be used for vehicles	Purch.						0.0		0.0	0.0	
		Purch.						0.0		0.0	0.0	
		Purch.						0.0		0.0	0.0	
Coodination Members			**0.0**	**0.0**	**0.0**	**158.4**	**282.5**	**88.2**		**352.7**	**440.9**	
Bus Stop Improvements	Upgrade bus stop amenities	Purch.			112.5			22.5		90.0	112.5	updated cost
MET Transit	Will be sub-allocated to MET Transit		**0.0**	**0.0**	**112.5**	**0.0**	**0.0**	**16.9**		**95.6**	**112.5**	
SECTION 5310 TOTALS			**239.9**	**243.8**	**267.2**	**158.4**	**282.5**	**200.8**		**990.9**	**1,191.7**	
Federal			**203.9**	**207.2**	**221.5**	**126.7**	**226.0**					
Local			**36.0**	**36.6**	**45.7**	**31.7**	**56.5**					
Balance			**22.0**	**90.0**	**124.2**	**223.4**	**223.3**					

2024	2025	2026	2027	2028
MET ADA Transit Van	2 COR vans	1 COR ADA van 1 COR non-ADA vehicle		
YCCOA ADA Transit Van (updated van costs)	2 BSSS mini-vans			
			Projects determined based on annual Coordination	Projects determined based on annual Coordination
		MET infrastructure improvements (moved from FY25 to FY26)		

Funding dependent on the outcome of a competitive process and funding availability.

TRANSADE(STATE FUNDED)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2024	2025	2026	2027	2028	State Funded 100%	Total Estimated	
Carryover			0.0	0.0	0.0	0.0	0.0			
Allocation (Estimated)			348.9	253.8	214.7	214.7	214.7	**1,246.7**	**1,246.7**	updated allocation
Transit Operations	Operating		348.9	253.8	214.7	214.7	214.7	**1,246.7**		updated costs
Met Transit			**348.9**	**253.8**	**214.7**	**214.7**	**214.7**	**1,246.7**	**1,246.7**	
STATE TOTALS			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,246.7**	**1,246.7**	

Review Schedule

Technical Advisory Committee (recommended approval)	April 9th
Planning Board with Public Hearing	April 28th
City Council Work Session	April 20th
City Council (recommendation)	April 27th
County Commissioners Discussion	April 30th
County Commissioners (recommendation)	May 12th
Policy Coordinating Committee (final action)	May 19th

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Action on the FY2026-2027 Annual Action Plan, Recommended CDBG and HOME Budget Allocations, and FTH Buyer Program
PRESENTED BY: Brenda Beckett
Department: Planning & Community Services
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION
City staff and the Community Development Board recommend that the City Council approve the FY2026-2027 Annual Action Plan and recommended budget allocations for Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program and increase the amount of homebuyer assistance from $10,000 - $15,000 to 20% of the total purchase price to accommodate market fluctuations.

EXECUTIVE SUMMARY
The FY2026--2027 Annual Action Plan outlines the City's proposed use of HUD-funded CDBG and HOME resources to address housing and community development needs for low-income residents. The Plan represents the second year of the adopted FY2025--2029 Consolidated Plan.

The plan's recommendations are outlined in the Fiscal Effects section, and attachment B with this memo, and include: Administration of all City Community Development programs, a Community Housing Development Organization set-aside, Affordable Housing Development, First Time Home Buyer program, Billings Metro VISTA Project, Foreclosure Acquisition / Rehabilitation program, and improvements in low-income neighborhood parks utilizing Crime Prevention Through Environmental Design (CPTED) concepts.

The City Council conducted a public hearing to take comment on the FY2026--2027 Annual Action Plan and the City's proposed use of HUD-funded CDBG and HOME resources at its April 13 meeting prior to taking action at this meeting.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
Purpose and Funding Context
The FY2026-2027 Annual Action Plan (attachment A) is consistent with the City's five-year Consolidated Plan and outlines how the City will allocate Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds for the program year of July 1, 2026, through June 30, 2027, to address local housing and community development needs. These programs are federally funded by HUD and do not include local funding allocations.

The City has received CDBG funding since the mid-1970s and HOME funding since the early 1990s, totaling over $50 million. These programs have generated more than $11 million in loan repayments since 2001, allowing continued reinvestment. All funded activities must primarily benefit low-income households and address affordable housing and poverty-related needs.

Process and Recommendations
The Community Development Board, comprised of six low-income neighborhood representatives and three at-large members, provides guidance on planning and funding allocations and makes recommendations to the City Council. Applications were released in December and reviewed in January, with recommendations incorporated into the draft Plan.

Public Participation, Timeline, and Considerations
The draft Plan is available for public comment from March 14 through April 13, 2026. A public hearing was required prior to Council action, and the final Plan will be submitted to HUD on or around May 15, 2026. The City Council conducted a public hearing to take comment on the FY2026--2027 Annual Action Plan and the City's proposed use of HUD-funded CDBG and HOME resources at its April 13 meeting prior to taking action at this meeting. Final funding amounts remain subject to HUD allocations and program income, which may vary.

PROCEDURAL HISTORY
Ł The City Council adopted the FY2025-2029 Consolidated Plan on April 28, 2025, following extensive public outreach and planning efforts, establishing the City's five-year goals, objectives, strategies, and priority programs for HUD-

funded activities.
ŁPublic notices were published, and a City Council public hearing was held in September 2025 to gather input on prior performance and current community needs.
ŁFunding availability and application processes for CDBG, HOME, and AmeriCorps VISTA were publicly advertised, with applications released in December 2025 and due in January 2026.
ŁA public hearing was held at the Community Development Board meeting on February 3, 2026, to receive input on community needs and funding applications.
ŁTargeted outreach included email notifications to nonprofit, healthcare, housing organizations, and neighborhood task forces, along with in-person presentations to neighborhood task forces:
- South Side: March 19, 2026
- Heights: March 24, 2026

ŁThe draft Annual Action Plan was made available for a 30-day public comment period from March 14 to April 13, 2026.
ŁA public hearing was held during the City Council meeting on April 13, 2026, to garner public comments on the drafted Annual Action Plan.
ŁThe City Council is scheduled to act on the Annual Action Plan on April 27, 2026.

FISCAL EFFECTS

Anticipated Revenues: The City will receive $650,440 in Community Development Block Grant (CDBG) funds and $362,385 in HOME Investment Partnerships (HOME) funds for FY2026-2027 to support affordable housing and other activities benefiting low-income residents. The Corporation for National and Community Service (CNCS) has also awarded $572,864 to support the Billings Metro VISTA Project. The budget includes reprogrammed funds from stalled activities, repayment revenue from home repair and buyer programs, and anticipated repayment revenue.

Allocation Compliance: Proposed allocations are consistent with the goals and priorities established in the adopted FY2025--2029 Consolidated Plan. Funding recommendations comply with federal requirements, including administrative caps (CDBG up to 20%; HOME up to 10%), public service limits (CDBG up to 15%), and the Community Housing Development Organization (CHDO) set-aside (HOME minimum 15%). Failure to meet federal requirements may result in repayment of funds and could impact on the City's eligibility for future funding.

Funding Constraints: CDBG and HOME funds are restricted by federal eligibility requirements and must address identified community needs as determined in the City's approved five-year Consolidated Plan, including affordable housing, housing choice, and poverty-related impacts. HUD regulations prohibit the use of federal funds to supplant local government funding for activities typically supported with local resources.

FY2026-2027 Budget Recommendation Priorities

Ensuring Timeliness: To maintain compliance with federal commitment and expenditure requirements, the City allocates CDBG and HOME funds through a public application process to subrecipients while also funding staff-managed programs. Budget allocations for the following programs may be adjusted, as needed, to prioritize close- and shovel-ready activities that support timely expenditure and to allocate additional repayment revenues received. This approach includes the strategic use of program income and loan repayments generated from programs such as First Time Homebuyer, Home Repair, Foreclosure Acquisition / Rehabilitation, and Affordable Housing Development.

Budget recommendation priorities are as follows (Attachment B):

- **Administration at maximum caps, 20% of CDBG ($130,088) and 10% of HOME ($36,238.56).** Funding is reserved for administrative costs including technology and phone charges, duplication, publication of notices, motor vehicle costs, liability insurance, staff time; etc.
- **Community Housing Development Organization set-aside will be allocated 15% of new HOME funding, as required by HUD ($54,357.84).**
- **Affordable Housing Development at $750,000 for the Sage Tower renovation project.** Staff costs will be allocated as per the City's time tracking and draw procedures (attachment C).
- **The First Time Home Buyer program would be allocated $963,968 in CDBG and HOME funding.** This includes at least $200,352 in new CDBG funding, $319,842 in program income, and $25,000 in future program income, if received. A new HOME funding allocation totals $271,789, at least $46,985 in repayment funding, and an additional $100,000 repayment funding would also be allocated, if received.

The Community Development Board and City staff recommend increasing the amount of homebuyer assistance from $10,000 to $15,000 to 20% of the total purchase price to accommodate market fluctuations. The homebuyer program is top-rated as per the City's Consolidated Plan survey and the Community Development Board strongly supports

homeownership initiatives.

- **Billings Metro VISTA Project would be allocated an estimated $25,000 in repayment revenue, if received during next fiscal year.** CNCS changed the City's cost-share requirement to reduce financial strain in managing the program. Rollover funding, in addition to a small amount of repayment revenue, should be sufficient for the next fiscal year.
- **$320,000 would be allocated to the Foreclosure Acquisition / Rehabilitation program.** This funding would assist the city in purchasing foreclosed homes to renovate and sell to low-income households. This program is the City's most effective tool in managing timely expenditure and is highly regarded by neighborhood families and participants.
- **An estimated $50,000 in CDBG repayment funding would be allocated to make improvements in low-income neighborhood parks utilizing Crime Prevention Through Environmental Design concepts.** Public safety is a high priority for the City Council.

STAKEHOLDERS

Stakeholders for CDBG and HOME programs include:

- **Program Recipients:** The City serves low-income households through CDBG and HOME-funded activities, including affordable housing development, homebuyer assistance, and foreclosure acquisition/rehabilitation programs. Additional program information is available at www.BillingsMT.gov/comdev.
- **Community Development Board:** The Board serves as an advisory body to the City Council, providing oversight of CDBG and HOME programs and facilitating public input to develop funding recommendations. Six of nine members represent low-income neighborhoods, ensuring participation in planning and allocation processes.
- **Nonprofit Organizations:** Local organizations serving low-income populations are supported in part through the Billings Metro VISTA Project, where AmeriCorps VISTA members assist in delivering community services.

ALTERNATIVES

CIty Council May:

- Approve the Annual Action Plan and the allocation of CDBG and HOME FY26-27 funding as recommended by Staff and the Community Development Board.
- Approve the Annual Action Plan and the allocation of CDBG and HOME FY26-27 funding based on alternative funding amounts within program parameters as determined by the City Council.
- Not approve the Annual Action Plan, and the allocation of CDBG and HOME funding and refuse to undertake CDBG and HOME activities to benefit low-income residents with housing and support services in Billings.

Attachments

Drafted FY26-27 Annual Action Plan
FY2026-2027 Revenue & Recommendations
Community Development Time Tracking & Draw Procedures

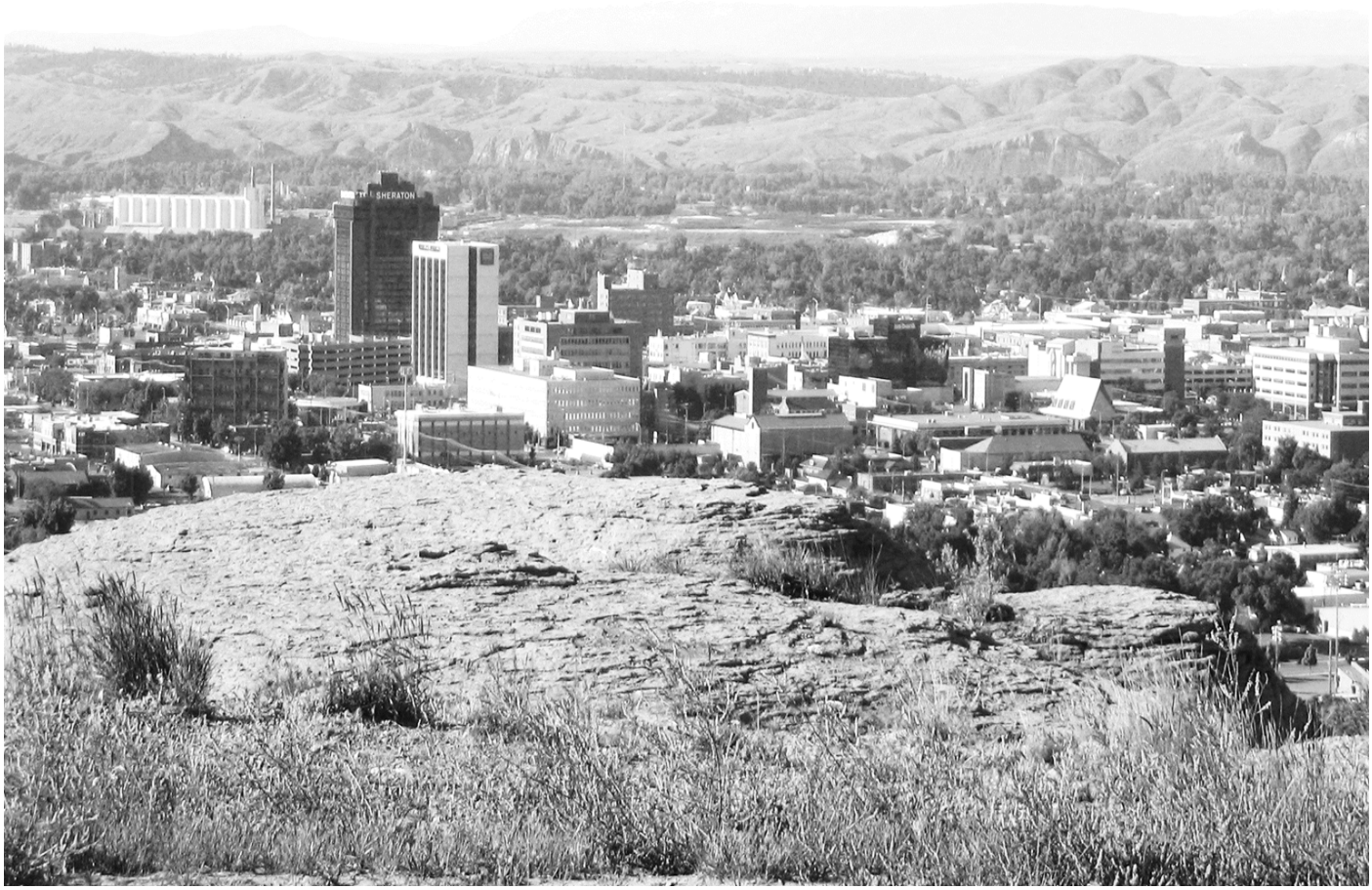
CITY OF Billings

DRAFT

Annual Action Plan

FY2026-2027

Community Development Division
PO Box 1178
Billings, Montana 59103
406.657.8281 TTY711
www.BillingsMT.gov/comdev



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Section I: Executive Summary

AP-O5 Executive Summary *24 CFR 91.200(c), 91.220(b)*

Introduction

The U.S. Department of Housing and Urban Development (HUD) requires both a five-year Consolidated Plan and a one-year action plan for the City of Billings to qualify for funding under the Community Development Block Grant (CDBG) and HOME Investment Partnerships programs. The City's five-year Consolidated Plan for FY2025–2029 outlines activities scheduled from July 1, 2025, through June 30, 2030, to address community priorities and serves as the strategic framework for utilizing CDBG and HOME funds. This one-year Annual Action Plan addresses priority needs and outlines the use of the City's CDBG and HOME funding for activities to be carried out from July 1, 2026, to June 30, 2027.

As an entitlement community, the City of Billings, through its Community Development Division, will continue to lead and manage the administration of its CDBG and HOME program activities, ensuring that all initiatives primarily benefit low-income individuals. The Consolidated and Annual Action Plans integrate both planning and application requirements for these programs, aligning all activities with the community's prioritized needs.

The CDBG and HOME programs covered by the Consolidated Plan have three basic goals:

- **To provide decent housing,** including maintaining affordable housing stock in the community; increasing the availability of permanent housing that is affordable to low-income households without discrimination; increasing support of housing that enables people with special needs to live independently; and assisting homeless people to obtain affordable housing.
- **To provide a suitable living environment**, including improving the safety and livability of neighborhoods; increasing access to quality facilities and services; reducing the isolation of low-income households within areas by de-concentrating housing opportunities and revitalizing deteriorating neighborhoods; restoring and preserving natural and physical features of special value for historic, architectural, or aesthetic reasons; and conserving energy resources.
- **To expand economic opportunities**, including creating jobs accessible to low-income individuals; providing access to credit for community development activities promoting long-term economic and social viability; and empowering low-income people living in public and federally assisted housing to achieve self-sufficiency.

Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City's goals are to effectively manage the implementation of HUD-funded programs; create, preserve, and expand affordable housing options; ensure that vulnerable populations have reliable access to support services; and foster suitable living environments. The city's strategies aim to improve the safety and livability of neighborhoods, enhance access to quality facilities and services, and expand economic opportunities for lower-income residents. The City will continue to offer programs on a citywide basis to ensure equal opportunity in all Billings neighborhoods.

Administration

Goal: Efficiently manage the implementation of objectives, strategies, and initiatives for HUD-funded programs and projects and ensuring federal regulatory compliance.

Affordable Housing

Goal: Create, preserve, and expand decent, affordable housing options for low-income residents citywide. Community Development aims to enhance and broaden housing access, availability, physical quality, economic value, and longevity across the city for Billings' low-income residents including seniors, individuals with disabilities, minority groups, and other special populations.

Strategy: Increase affordable housing opportunities by implementing financing initiatives, including housing development loans to drive construction and rehabilitation, first-time homebuyer loans to support sustainable ownership, and home repair financing to preserve and upgrade existing low-income homes.

Key Initiatives

- **Affordable Housing Development:** Promote citywide development of affordable single-family, multi-family, and special needs housing by offering loan financing to private developers and nonprofit organizations for new construction, rehabilitation, and infrastructure improvements.
- **First Time Home Buyer:** Offer accessible loan financing to foster first-time homeownership opportunities that support long-term financial stability, build generational wealth, and stabilize neighborhoods.
- **Home Repair:** Offer loan financing to agencies that assist low-income homeowners in completing essential repairs - such as major systems upgrades, weatherization, energy/water efficiency, and lead water service line replacements - to enhance and preserve the quality of Billings' affordable housing stock.
- **Foreclosure:** Mitigate the adverse effects of vacant, foreclosed properties by acquiring, rehabilitating, and selling these homes to low-income households - thereby combating urban decay, reducing crime, stabilizing property values, and stimulating the local economy.

Services for Vulnerable Populations

Goal: Ensure that vulnerable populations have reliable access to comprehensive supportive services that enhance stability, self-sufficiency, and overall well-being.

Strategy: Provide resources to nonprofit organizations to address poverty and provide supportive services to low-income individuals and families to provide stable housing, promote self-sufficiency, and promote overall well-being:

Key Initiatives

- **Public Facilities:** Provide financing to develop public facilities to serve as accessible, community-based hubs where individuals and families facing economic, social, or health-related challenges can find help.
- **Billings Metro VISTA Project:** Allocate AmeriCorps resources to nonprofit organizations to undertake poverty impact activities and to support the low-income individuals and families they serve. Federal AmeriCorps Volunteers in Service to America (VISTA) focus areas include education, healthcare, food security, economic opportunity, housing, financial literacy, and others.

- **HOME-ARP:** Provide grant funding to nonprofit organizations delivering supportive services to prevent homelessness; unhoused individuals and families; those at-risk of becoming unhoused; and people fleeing domestic violence / trafficking. Federal service categories include case management, housing counseling, rent/utilities/deposit assistance, mental health, healthcare, substance misuse treatment, job training, employment, financial literacy, assistance with benefits enrollment, childcare, and transportation.

Neighborhood Revitalization

Goal: Foster suitable living environment and quality of life through the improvement of physical conditions in lower-income neighborhoods.

Strategy: Integrate environmental design, infrastructure improvements, and public safety measures to revitalize neighborhoods, prevent crime, and enhance quality of life for residents.

Key Initiatives

- **Crime Prevention Through Environmental Design:** Reduce crime by making infrastructure improvements in low-income neighborhoods (parks, adding streetlights, etc.) while: creating more attractive and secure environments; stimulating local investment; encouraging residents to use public spaces more freely; and improving quality of life for low-income residents.

Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Overall, the City of Billings demonstrates a commitment to utilizing CDBG and HOME funds effectively, focusing on affordable housing development, community engagement, and strategic planning to meet the evolving needs of its residents.

The City of Billings has been receiving CDBG funds since the 1970s and began receiving HOME funds in the mid-1990s. Performance on past goals and projects has been adequate, given declining resources. As a result, City staff have consolidated smaller programs focused on meeting priority needs, including affordable housing preservation and the provision of new housing opportunities. Community Development staff have:

- Maintained core loan programs such as Affordable Housing Development, First Time Home Buyer, Foreclosure Acquisition / Rehabilitation, and the Billings Metro VISTA Project to assist in meeting timely expenditure deadlines.
- Facilitated financing for a $1.2 million Affordable Housing Development project to create 32 new rental units to benefit low-income households in the Mitchell Court rental housing project. The Community Development Board and Billings City Council also awarded over $1.5 million to the LB Lofts project to create 101 affordable rental units, pending formal funding commitment in later 2026.
- Successfully carried out additional activities to respond to, prepare for, and prevent the spread of the coronavirus. As of January 2025, City staff has completed all CDBG-CV projects and drawn down over $900,000 in additional federal funding allocated for coronavirus projects.
- Developed a HOME-ARP Allocation Plan and funded supportive services to assist those experiencing homelessness, those at risk of becoming unhoused, and other qualifying populations. As of March 2026, nearly half of the funding has been expended and 76% has been committed to several local nonprofit organizations.

Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

To foster broad community involvement, the City of Billings has implemented a Citizen Participation Plan during the Consolidated Plan process, ensuring active engagement by residents and affiliated organizations. Additionally, a Language Assistance Plan has been adopted to guarantee that all individuals, including those with hearing impairments and limited English proficiency, have meaningful access to program information and equal opportunities to participate.

Several local organizations active in affordable housing and the community have been invited to review and comment on the Consolidated Plan. Their ongoing collaboration is essential for meeting the plan's affordable housing goals. The consultation process involved both public and private agencies including those providing health care, social services, and fair housing education. Staff also sought to gather input from residents of low-income neighborhoods and from agencies serving children, the elderly, individuals with disabilities, minorities, people with HIV/AIDS and their families, as well as homeless individuals and families. Both plans can be found online at BillingsMT.gov/CDreports.

Consolidated Plan Outreach and Engagement

- Community Development staff began citizen participation and outreach efforts in August 2024 with a presentation to the City Council to describe HUD programs and processes and garner understanding of the Council's funding priorities for the 2025-2029 Consolidated Plan.
- The Billings City Council held a public hearing on Monday, September 23, 2024, to obtain public comment on current community needs to assist the Community Development Board in designing the application process for the upcoming year, before the publication of the drafted Consolidated / Annual Action Plan.
- Community Development staff presented during a City Council Work Session meeting on November 18, 2024. Topics included: prior work session material, recent challenges Community Development is navigating to move the Consolidated Plan forward, seeking clarity on the Council's goals for the new Consolidated Plan, schedule review, public engagement, etc.
- City Council regular meetings and Work Sessions are streamed live and video is available on demand at www.comm7tv.com. Meetings are also streamed live and video is available on demand at www.facebook.com/comm7tv. Public notices are published in the Yellowstone County news for public meetings and hearings including the monthly public Community Development Board meeting.
- Staff and the Community Development Board made presentations to low-income neighborhood task forces to present information on the Division and to identify community needs to address with CDBG and HOME.
- Hard copy and online surveys were distributed via email and in-person to hundreds of individuals and organizations to seek public input on community needs and funding priorities. A QR code was also included in the Planning and Community Services Department's annual report, which was widely distributed.
- Four weekly ads, with a QR code to the survey, were published in the Yellowstone County News (February 14 – March 7, 2025).
- Social media was utilized to garner CDBG, HOME, and AmeriCorps VISTA applications for funding and resources. Social media was also utilized to distribute the Consolidated Plan survey on community needs and funding priorities.

- Email listservs were utilized to garner input on various sections of the Consolidated Plan, to distribute surveys, and to garner information relative to community needs and funding priorities.
- Another public hearing was held on February 4, 2025, at the Community Development Board meeting to garner public comment on community need and for organizations interested in funding to present information on applications submitted.
- A City Council work session was held March 17, 2025, to discuss the Consolidated Plan Goals and Strategies.
- The City Council held a public hearing regarding the Draft 2025-2029 Consolidated Plan at their April 14, 2025, meeting and approved the plan during their April 28, 2025, meeting.

FY2026-2027 Annual Action Plan Outreach & Engagement

- The Billings City Council held a public hearing on September 22, 2025, to garner comments on the Comprehensive Annual Performance Evaluation Report and input on current community needs to assist the Community Development Board in designing the application process for the upcoming program year, before the publication of the drafted Annual Action Plan.
- The Community Development Board held a public hearing during their regular monthly meeting on February 3, 2026.
- The FY2026-2027 Annual Action Plan is available online from March 14 through April 13, 2026. The Billings City Council will hold a public hearing during their regular business meeting on April 13 and will act on April 27, 2026.

Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A summary of public comments is in the Appendices.

Summary of comments or views not accepted and the reasons for not accepting them

All comments are taken into consideration during the development of the Annual Action Plan.

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Section II: The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

The City of Billings - Community Development Division staff are responsible for preparing the Consolidated Plan and administration of CDBG and HOME grant programs.

Agency Role	Name	Department/Agency
CDBG Administrator	City of Billings B. Beckett, Division Manager	Community Development Division
HOME Administrator		

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

B. Beckett, Community Development Manager
Community Development Division, 316 North 26th Street, Fourth Floor, Billings, MT 59101
Phone: 406-657-8286 TTY 711
Email: beckettb@billingsmt.gov
Web: Billingsmt.gov/comdev

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AP-10 Consultation — 91.100, 91.200(b), 91.215(l)

Introduction

Several community organizations are invited to participate in planning activities related to affordable housing and community development in Billings and are encouraged to review and comment on the Consolidated Plan and Annual Action Plans. Consultation includes outreach to public and private agencies that provide health care, social services, and fair housing education. Agencies serving children, older adults, people with disabilities, minority populations, people with HIV/AIDS and their families, and individuals and families experiencing homelessness are specifically included in the consultation process.

The Consolidated Plan is widely distributed during the public comment period, and interested people are invited to attend staff-facilitated public meetings and regularly scheduled Community Development Board meetings to learn more about community development initiatives. The Community Development Board serves in an advisory role, and a majority of its members represent lower-income neighborhoods, ensuring that the perspectives of low-income residents are incorporated into planning and decision-making.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(l)).

The City of Billings, Montana actively fosters collaboration between public and assisted housing providers and private and governmental health, mental health, and service agencies.

Adjacent Governments: Communication regarding non-housing community development needs is conducted via collaboration through adjacent units of local government including the State of Montana and Yellowstone County. *91.100(a)(4)*

Public Housing: The City's local public housing authority, HomeFront, is dedicated to providing affordable housing and promoting self-sufficiency for moderate and lower-income families. HomeFront is primarily responsible for administration of the public housing and Section 8 programs for the community. The organization also collaborates with local experts to address critical community needs, including combating homelessness, ending domestic violence, and supporting physical and mental health.

HomeFront is an independent organization established under the laws of the State of Montana. Board members for the Housing Authority are appointed by the Mayor for the City of Billings. *91.100(c)*

Housing Opportunities for Persons with AIDS: Public and private agencies have assisted the City in reviewing the Consolidated Plan. Local organizations providing housing, health services, and social services have been involved in planning processes for the homeless and chronically homeless**.** The City does not receive Housing Opportunities for Persons with AIDS (HOPWA) funding directly, but supports the Human Resources Development Council District 7 in their implementation of HOPWA goals and objectives. *91.100(b)*

Homeless Services: The Yellowstone County Continuum of Care (CoC) involves assessment, planning, and coordination to support homeless individuals who are high utilizers of local services. The CoC aims to reduce the burden on social and safety systems while saving money long-term. It values community collaboration and supports other coalitions.

Metropolitan Planning: The City of Billings - Community Development Division is included in the Planning and Community Services Department. The Department, overall, includes Code Enforcement, Planning / Transportation (includes the City of Billings and Yellowstone County), and the Building Division. These

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Divisions work internally to implement the Growth Policy, Infill Policy, Transportation Plan and Neighborhood Plans collectively. All City-assisted projects are reviewed for residential access to public transportation and broadband infrastructure. *91.100(a)(5)*

Community Development Board: The Community Development Board is a citizen's advisory board consisting of nine members who are appointed by the Mayor of Billings with the consent of the City Council. Six members are appointed to represent low-income neighborhoods of the City as defined by federal regulations for the CDBG program and three members represent the community at large. This board serves as an advisory group to the City Council for the purpose of providing citizens with input on policy decisions to the City Council.

The Community Development Board makes recommendations to the City Council regarding the Consolidated Plan, the Annual Action Plan, the Citizen Participation Plan, and the Comprehensive Annual Performance Evaluation Report. In addition, the Community Development Board reviews applications submitted for CDBG and HOME funding to make funding recommendations to the City Council for approval.

Local Government: The Billings City Council is the final governmental policy body that reviews and takes action on the Annual Action Plan, including the Citizen Participation Plan. The Community Development Board presents recommendations to the City Council during a scheduled work session preceding the public hearing each April to deliver information on decisions made regarding recommendations. After receipt and consideration of public comments, the City Council can approve the Consolidated Plan and Annual Action Plan and proposed funding allocations. Following approval, the Consolidated Plan and Annual Action Plans are forwarded to HUD.

Low-Income and Minority Households: To encourage citizen participation emphasizing the involvement of low-income and minority residents in areas where housing and community development funds may be spent, the City's Community Development Board is comprised of six members representing lower income neighborhoods. The City's Planning and Community Services Department also continues to coordinate meetings with the Combined Task Force Leadership Meetings, including those representing the City's low-income areas with high concentrations of minorities.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless people (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Continuum of Care Funding: Funding is provided to the State of Montana and is distributed by the State to various regions in Montana through the Human Resource Development Councils (HRDCs). A Continuum of Care application is prepared on a statewide basis and the City plays a small role in this process through annual Certifications of Consistency with the Consolidated Plan. One or two organizations in Billings may receive Continuum of Care funding, but a very small percentage of the available statewide Continuum of Care funding is allocated to local projects: five to seven percent annually.

In the past, the Billings City Council has allocated $210,000 to the Yellowstone County Continuum of Care for the FY23 low-barrier winter shelter for one year. The City Council also approved an allocation of $76,700 to the Montana Rescue Mission to support data entry into the Coordinated Entry system in the Homeless Management Information System.

Billings Metro VISTA Project: To maintain momentum for City's ten-year plan to impact homelessness, the City's Community Development Division created an AmeriCorps Volunteers in Service to America (VISTA) program known as the *Billings Metro VISTA Project*; sponsored by the Corporation for National

and Community Service. VISTA members work to create or expand community-based programs, services, and systems that prevent and intervene in homelessness. VISTA members may be supervised by City staff for over-arching, community-wide benefit programs and they can also be supervised by nonprofit organization staff that are spearheading efforts to impact poverty and homelessness.

The City of Billings coordinates with the Montana Continuum of Care Coalition (MT CoC), a statewide network of homeless service providers that works collaboratively to identify needs, assess available resources, identify service gaps, and prioritize HUD funding to address homelessness throughout Montana. The MT CoC includes regional representatives from planning districts aligned with the Montana Department of Public Health and Human Services, along with at-large members. The coalition's Board of Directors oversees operations and ensures compliance with the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act.

Local Continuum of Care: The South-Central Montana Continuum of Care serves as the City's local Continuum of Care organization. It is a subsidiary of the MT CoC and represents Big Horn, Carbon, Stillwater, Sweet Grass, and Yellowstone counties. The South-Central Montana Continuum of Care collaboratively works to develop, support, and promote a continuum of resources, services, and housing opportunities that prevent homelessness and promote long-term stability.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate Emergency Solutions Grant (ESG) funds, develop performance standards and evaluate outcomes, and develop funding, policies, and procedures for the administration of Homeless Management Information System (HMIS).

In Billings, Montana, the allocation of Emergency Solutions Grant funds, development of performance standards, outcome evaluation, and administration of the Homeless Management Information System (HMIS) are coordinated through a collaborative partnership between the Montana Department of Public Health and Human Services (DPHHS) and the Montana Continuum of Care Coalition.

The City of Billings does not directly receive Emergency Solutions Grant funds as an entitlement; instead, these funds are distributed statewide by DPHHS through ten Human Resource Development Councils, with District 7 serving the Billings area. and families seeking housing assistance. The following agencies have participated in the local CoC's bi-weekly case conferencing meetings and many are utilizing the Homeless Management Information System (HMIS)* system:

Adult Resource Alliance Billings
Big Sky Senior Services
Billings School District 2
Community Crisis Center *
Downtown Billings Alliance*
Family Promise of Yellowstone Valley
Family Service of Billings*
First Congregational Church
Gratitude in Action *
HomeFront *
HRDC District 7 *
Intermountain Health Care Manager Team
Montana Legal Services
Native American Development Corporation
Off The Streets *
Rimrock Foundation, HOT Team *
RiverStone Health *
Saint Vincent de Paul*
South Central Mental Health Center PATH Team *
STEP, Inc.
The Salvation Army *
Tumbleweed *
Veterans Administration
Veterans Inc.*
Volunteers of America*
Yellowstone Boys and Girls Ranch
YWCA Billings

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The Montana Continuum of Care Board is responsible for governing and operating HMIS, with an Oversight Committee established as per the Montana Continuum of Care bylaws. This structure ensures that policies and procedures for HMIS administration are developed collaboratively, incorporating input from various stakeholders, including DPHHS. DPHHS actively participates in HMIS developments, providing training and engaging in regular data quality assessments. This involvement ensures that the HMIS operates efficiently and effectively, supporting the broader goals of the Emergency Solutions Grant program.

DPHHS collaborates closely with the Montana Continuum of Care to determine the allocation of Emergency Solutions Grant funds across the state. This partnership involves regular monthly meetings where strategies are aligned to address homelessness effectively. A formal agreement between DPHHS and the Montana Continuum of Care outlines mutual guidance for the utilization of Emergency Solutions Grant funds in Montana. This agreement ensures that both entities work cohesively in planning and performance evaluation of Emergency Solutions Grant projects.

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Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities.

#	Agency/Group/Organization*	Type(s)	Consolidated Plan Section(s)	How Consulted / Outcomes
1	HomeFront, local public housing authority	Public Housing Authority; Housing; Services - Homeless	Housing Need Assessment; Public Housing Needs; Homeless Needs - Chronically Homeless, Families with Children, Veterans; Homelessness Strategy; Market Analysis; Anti-Poverty Strategy	Email / phone / web retrieval; data exchange for the development of relevant sections
2	Homeword	Housing	Housing Need Assessment; Market Analysis; Anti-Poverty Strategy	
3	Mental Health Center	Housing; Services - Persons with Disabilities	Housing Need Assessment; Non-Homeless Special Needs; Anti-Poverty Strategy	
4	Family Service, Inc.	Services - Housing	Housing Need Assessment; Market Analysis; Homeless Needs - Families with Children; Homelessness Strategy; Anti-Poverty Strategy	
5	District 7 HRDC	Housing; Services - Housing, Children, Persons with HIV/AIDs, Homeless	Housing Need Assessment; Homeless Needs - Chronically Homeless, Families with Children; Homelessness Strategy; HOPWA Strategy; Anti-Poverty Strategy	
6	YWCA Billings	Housing; Services - Domestic Violence, Children	Housing Needs Assessment; Market Analysis; Homeless Needs - Families with Children; Anti-Poverty Strategy	
7	Montana Continuum of Care	Housing; Services - Domestic Violence, Children	Housing Need Assessment; Homeless Needs - Chronically Homeless, Families with Children; Homelessness Strategy; HOPWA Strategy; Anti-Poverty Strategy	
8	NeighborWorks Montana	Housing	Housing Need Assessment; Market Analysis; Anti-Poverty Strategy	
9	Yellowstone County Continuum of Care	Housing; Services - Domestic Violence, Children	Housing Need Assessment; Homeless Needs - Chronically Homeless, Families with Children; Homelessness Strategy; HOPWA Strategy; Anti-Poverty Strategy	
10	RiverStone Health	Health Agency; Services - Homeless	Non-Homeless Special Needs; Homeless Strategy; Lead-Based Paint Strategy; Anti-Poverty Strategy	
***The first ten agencies / organizations are listed in the main part of the Consolidated Plan. Dozens of additional agencies / organizations were consulted and participated in the Consolidated Planning process – as noted and included in the Appendices. They are omitted because they must be re-entered each year with the Annual Action Plan.**				

HUD Table 2 – Participating Agencies, Groups, and Organizations

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Identify any Agency Types not consulted and provide rationale for not consulting.

The City of Billings staff is not aware of any agency types that have not been consulted in preparation of the Consolidated Plan. City staff contacted many agencies to assist with the development of the Consolidated Plan and have widely circulated information relative to proposed programs and funding allocations to garner feedback. Additional efforts were made during the public comment period to distribute the Consolidated Plan for review and feedback.

Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Montana State Continuum of Care	Identifies Federal and State resources to impact homelessness.
Growth Policy	City of Billings - Planning Division	Promotes affordable housing and infill development.
Infill Policy	City of Billings - Planning Division	Promotes affordable housing and infill development.
Annexation Policy	City of Billings - Planning Division	Promotes infill development.
Transportation Plan	City of Billings - Planning Division	Improves transit impacting project affordability
Neighborhood Plans	City of Billings - Planning Division and Neighborhood Task Forces	Guides development efforts in each neighborhood.
Consolidated Plan	Montana Department of Commerce - Community Development	State CDBG and HOME resources may be available to further projects. Consultation and coordination of statewide Analysis of Impediments to Fair Housing Choice.

Table 3 – Other Local, Regional, and Federal Planning Efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan *91.215(l)*

The City of Billings - Community Development Division is included in the Planning and Community Services Department. The Department, overall, includes Code Enforcement, Planning / Transportation (includes the City of Billings and Yellowstone County), and the Building Division. These Divisions work internally to implement the Growth Policy, Annexation Policy, Infill Policy, Transportation Plan and Neighborhood Plans collectively. All projects are reviewed for residential access to public transportation.

AP-12 Participation *91.105, 91.200(c)*

Summary of citizen participation process/Efforts made to broaden citizen participation. Summarize citizen participation process and how it impacted goal setting.

Public comments are requested at least 30 days prior to submission of reports required under HUD's Consolidated Plan process. City staff has considered all written comments by citizens, public agencies, and other interested parties prior to submission of its final Consolidated Plan and related reports to HUD and attach a summary of each comment to the final submission. If written comments were not accepted for inclusion in the Plan, City staff have provided written explanation of why those comments were not accepted. Staff utilizes data-driven analysis processes along with citizen and community participation to establish goals, strategies, and funded activities.

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Citizen Participation Outreach			
#	**Mode of Outreach**	**Target of Outreach**	**Summary of response/attendance**
Summary of comments not accepted and reasons: No comments were rejected.			
1	Public Notices	Nonprofit and other organizations with an interest in CDBG and/or HOME funding opportunities, Broad Community	Public Notices to obtain public comments on: performance for the prior program year and current community needs to assist the Community Development Board in designing the application process for the upcoming program year, before the publication of the drafted Annual Action Plan. The notices were published through the Yellowstone County News on **September 5, 12, and 19, 2025**.
	Please reference the appendices for public comments.		
2	Public Hearing / Public Meeting	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents	Public Hearing on **September 22, 2025**, to obtain public comments on performance for the prior program year; current community needs to assist the Community Development Board in designing the application process for the upcoming program year, before the publication of the drafted Annual Action Plan. City Council meetings are streamed live and the videos are available on demand at www.comm7tv.com and www.facebook.com/comm7tv.
	Please reference the appendices for public comments.		
3	Email Notification	Nonprofit organizations with an interest in AmeriCorps VISTA funding opportunities, Broad Community	Email notification regarding the availability of AmeriCorps VISTA resources on **December 12, 2025**.
	The City received numerous proposals for AmeriCorps VISTA placements for projects designed to impact poverty.		
4	Public Notices	Nonprofit organizations with an interest in AmeriCorps VISTA funding opportunities	Public Notices regarding the availability of AmeriCorps VISTA resources were published through the Yellowstone County News on **December 12, 19, 26, 2025 and January 2 and 9, 2026.**
	The City received numerous proposals for AmeriCorps VISTA placements for projects designed to impact poverty.		
5	Public Notices	Nonprofit and other organizations with an interest in CDBG and/or HOME funding opportunities, Broad Community	Public Notices regarding the availability of CDBG and HOME funding and application process were published through the Yellowstone County News on **December 19 and 26, 2025, and January 2, 2026.**
	Not applicable.		
6	Public Notices / Public Hearing	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens Nonprofit organizations with an interest in AmeriCorps VISTA funding opportunities	Public notices were published through the Yellowstone County News on **December 19 and 26, 2025, and January 2, 2026**. A public hearing was held on **February 3, 2026,** at the Community Development Board meeting to garner public comment on community need and for organizations interested in funding to present information on applications submitted.
	Public comments are included in the Appendices.		
7	Website	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens	The drafted Annual Action Plan was available online from **March 14 through April 13, 2026,** for public comment. Emails were also sent to Billings area nonprofit, healthcare, and housing organizations.
	Not applicable.		
8	Public Notices / Comment Period / Hearing	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents	Public notices were published in the Yellowstone County News on **March 13, 20, and 27, 2026** regarding: - Availability of the drafted Annual Action Plan for public comments from **March 14 through April 13, 2026;** and - City Council public hearing to be held on **April 13, 2026**.
	No responses or comments were received.		

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Citizen Participation Outreach			
#	**Mode of Outreach**	**Target of Outreach**	**Summary of response/attendance**
Summary of comments not accepted and reasons: No comments were rejected.			
9	Website	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents	The drafted Annual Action Plan was available online, from March 14 through April 13, 2026, for public comment and feedback. Emails were also sent to local nonprofit, healthcare, and housing organizations on December 15, 2025.
	No responses or comments were received.		
10	Public Meetings	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents	Monthly Community Development Board meetings are open to the public. Meetings are held on the first Tuesday of each month and are advertised.
	Public comments are included in the Appendices.		
11	Email Notification	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens	Emails to nine neighborhood task forces, predominantly located in low-income area neighborhoods, were sent offering a presentation from City staff members and the Community Development Board regarding the City's proposed activities for CDBG and HOME funding on **February 20, 2026**.
	Two task forces scheduled presentations and staff met with one task force leader who requested short newsletter stories.		
12	Public Meeting	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens	City staff and Community Development Board members made a presentation to the South Side Task Force on **March 19, 2026**.
	Public comments are included in the Appendices.		
13	Public Meeting	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens	City staff and Community Development Board members made a presentation to the Billings Heights Task Force on **March 24, 2026**.
	Public comments are included in the Appendices.		
14	Public Hearing / Public Meeting	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents	The City Council public hearing held **April 13, 2026**, was streamed live. The videos are available on demand at www.comm7tv.com and www.facebook.com/comm7tv.
	See the appendix for a summary of responses.		

Table 2 – Citizen Participation Outreach

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Section III: Annual Action Plan

AP-15 Expected Resources 91.220(c)(1,2)

Introduction

The table below illustrates the CDBG and HOME resources expected for the program year. CDBG administration allocations are capped at 20% of the new CDBG allocation in addition to eligible program income received during the project year. Maximum amounts for public service activities are capped at 15% of the new CDBG allocation and 15% of the previous year's program income. HOME administration activities are capped at 10% of the new HOME allocation and eligible program income received following the required affordability period. Revenue received during a project's affordability period is considered recaptured and may not be used for administration.

Expected revenues from the CDBG program include repayments for funding loaned through the Housing Rehabilitation program, First Time Home Buyer program, and other revitalization efforts. The City expects to receive approximately $50,000 to $300,000+ in repayments for the upcoming fiscal year and this funding will be reprogrammed for programs identified herein and in the Consolidated Plan. The City will not receive proceeds for Section 108 loan guarantees, surplus funds from urban renewal settlements, or float-funded activities.

Revenue expected for the HOME program includes recaptured and program income funding generated by the First Time Homebuyer Loan program. The City expects to receive approximately $50,000 to $300,000+ in HOME funding through these venues, and the funding will be utilized to further programs identified in this Plan. City of Billings programs utilize 100% of CDBG and HOME funding to benefit low- to moderate-income households and/or areas. The City may also receive program income attributable to the Neighborhood Stabilization Program and other previously funded federal and state programs.

Routine revenues including program income, recaptured / repaid funds, and re-programmed monies will be utilized for existing and previously approved programs as it is received during each fiscal year. Routine revenues are allocated on a close- and shovel-ready basis to ensure timely commitment and expenditure. These changes are customary and facilitate funding allocations to projects and activities most in demand and do not require a substantial or minor amendment to the Consolidated Plan, as per the City's Citizen Participation Plan.

Anticipated Resources

Program	Source of Funds	Expected Amount Available Year Two				Expected Amount Available Reminder of Con Plan	Narrative Description
		Annual Allocation	Program Income	Prior Years EN Resources	Total		
CDBG	Public / Federal	$650,440	$629,571 ~$100,000 FY26-27	Reallocate $440,271	$1,820,282	$2,249,490*	Entitlement Allocation
	Uses of Funds: Administration, Housing, Public Improvements / Services						
HOME	Public / Federal	$362,385.61	$46,985 ~$100,000 FY26-27	$159,712 CHDO	$669,083	$1,379,991*	Entitlement Allocation
	Uses of Funds: Administration, Homebuyer Acquisition, New Housing Development						

Table 3 - Expected Resources – Priority Table **Averaged last five years allocation + $100,000 program income per year*

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Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied.

The HOME Program requires a 25% non-federal match for project funding. The City of Billings meets this requirement through low-interest financing available for First-Time Homebuyer Loans issued through the Montana Board of Housing (MBOH), as well as through matching contributions for other HOME-assisted affordable housing projects, including private contributions and local bank financing.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

The City of Billings does not have plans to use publicly owned land to address needs identified in the Consolidated Plan and is not required to do so, as per federal regulation.

Requirements set forth in CFR 24 91.220 and 91.520 indicate the City *may indicate* publicly owned land or property located within the jurisdiction that *may be used* to address the needs identified in the Consolidated / Annual Action Plan.

While the City has not dedicated land to the Community Development Division, the Billings City Council supported the Division's housing programs by dedicating nearly $450,000 in non-federal funds to support Consolidated Plan activities.

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AP-20 Annual Goals and Objectives

Projects are funded on a close- and shovel-ready basis for core programs as described in this Plan.

#	Goal Name	Category & Needs Addressed	Outcome	Objective	$	City Program / Activities	Goal Outcome Indicator	One-Year Goal
1	**Create, preserve, and expand affordable housing options**	Affordable Housing	Affordability	Decent Affordable Housing	CDBG $1,615,194 HOME $632,844 NSP TBD	Affordable Housing Development	# - Rental Units Rehabilitation	81 Rentals: Sage Towers
						First Time Home Buyer	11 - Direct Financial Assistance to Homebuyers	20 Housing Units
						Foreclosure Acquisition / Rehabilitation	10 - Homeowner housing rehabilitated	1 Households Assisted
		Goal: Create, preserve, and expand decent, affordable housing options for low-income residents citywide. Community Development aims to enhance and broaden housing access, availability, physical quality, economic value, and longevity across the city for Billings' low-income residents including seniors, individuals with disabilities, minority groups, and other special populations. **Strategy:** Increase affordable housing opportunities by implementing financing initiatives, including housing development loans to drive construction and rehabilitation, first-time homebuyer loans to support sustainable ownership, and home repair financing to preserve and upgrade existing low-income neighborhood homes. • **Affordable Housing Development:** Promote citywide development of affordable single-family, multi-family, and special needs housing by offering loan financing to private developers and nonprofit organizations for new construction, rehabilitation, and infrastructure improvements. • **First Time Home Buyer:** Offer accessible loan financing to foster first-time homeownership opportunities that support long-term financial stability, build generational wealth, and stabilize neighborhoods. • **Home Repair:** Offer loan financing to agencies that assist low-income homeowners in completing essential repairs - such as major systems upgrades, weatherization, energy/water efficiency, and lead water service line replacements - to enhance and preserve the quality of Billings' affordable housing stock. • **Foreclosure:** Mitigate the adverse effects of vacant, foreclosed properties by acquiring, rehabilitating, and selling these homes to low-income households - thereby combating urban decay, reducing crime, stabilizing property values, and stimulating the local economy.				

#	Goal Name	Category & Needs Addressed	Outcome	Objective	$	City Program / Activities	Goal Outcome Indicator	One-Year Goal
2	**Services for vulnerable populations**	Services for vulnerable populations	Availability / Accessibility	Create Suitable Living Environment	CDBG $25,000 CNCS TBD	Billings Metro VISTA Project	3 - Public service activity other than low-income benefit	50 People
						Public Facilities	1 - Public facility / infrastructure for other than low-income housing benefit	0 Facilities 0 Persons this year
		Goal: Ensure that vulnerable populations have reliable access to comprehensive supportive services that enhance stability, self-sufficiency, and overall well-being. **Strategy:** Provide resources to nonprofit organizations to address poverty and provide supportive services to low-income individuals and families to provide stable housing, promote self-sufficiency, and promote overall well-being: • **Public Facilities:** Provide financing to develop public facilities to serve as accessible, community-based hubs where individuals and families facing economic, social, or health-related challenges can find help. • **Billings Metro VISTA Project:** Allocate AmeriCorps resources to nonprofit organizations to undertake poverty impact activities and to support the low-income individuals and families they serve. Federal AmeriCorps Volunteers in Service to America (VISTA) focus areas include education, healthcare, food security, economic opportunity, housing, financial literacy, and others. • **HOME-ARP:** Provide grant funding to nonprofit organizations delivering supportive services to prevent homelessness; unhoused individuals and families; those at-risk of becoming unhoused; and people fleeing domestic violence / trafficking. Federal service categories include case management, housing counseling, rent/utilities/deposit assistance, mental health, healthcare, substance misuse treatment, job training, employment, financial literacy, assistance with benefits enrollment, childcare, and transportation.					
3	**Neighborhood Revitalization**	Neighborhood Revitalization	Availability / Accessibility	Create Suitable Living Environment	CDBG $50,000	CPTED Public Facilities	1 - Public facility / infrastructure for other than low-income housing benefit	1 Facility 150 Persons
		Goal: Foster suitable living environment and quality of life through the improvement of physical conditions in lower-income neighborhoods. **Strategy:** Integrate environmental design, infrastructure improvements, and public safety measures to revitalize neighborhoods, prevent crime, and enhance quality of life for residents. • **Crime Prevention Through Environmental Design:** Reduce crime by making infrastructure improvements in low-income neighborhoods (parks, adding streetlights, etc.) while: creating more attractive and secure environments; stimulating local investment; encouraging residents to use public spaces more freely; and improve quality of life for low-income residents.					

HOME Investment Partnerships Program (HOME) *Community Development Block Grant (CDBG)* *Corporation for National and Community Service (CNCS)*

Table 6 – Goals Summary (added in AP-21 in IDIS)

AP-35 Projects 91.220(d)

Introduction

The City of Billings is recommending the following projects for CDBG and HOME funding for FY2026-2027. The City will be receiving $650,440 in new CDBG funds and $362,385.61 in new HOME funds. Prior awards for CDBG and HOME entitlement funds, including stalled activities, and repayment revenue received and anticipated receipt are identified in the chart below. CDBG programs will be funded with entitlement and program income funding as follows:

- **Administration at maximum caps, 20% of CDBG ($130,088) and 10% of HOME ($36,238.56). Community Housing Development Organization** set-aside will be allocated 15% of new HOME funding, as required by HUD ($54,358.84).
- **Affordable Housing Development at $750,000 for the Sage Tower renovation project.**
- **The First Time Home Buyer program would be allocated $963,968 in CDBG and HOME funding**. This includes at least $200,352 in new CDBG funding, $319,842 in program income, and $25,000 in future program income, if received. A new HOME funding allocation totals $271,789, at least $46,985 in repayment funding received, and an additional $100,000 repayment funding would also be allocated, if received.
- **Billings Metro VISTA Project would be allocated $25,000 in repayment revenue, if received during next fiscal year.** Rollover funding, in addition to a small amount of repayment revenue, should be sufficient for the next fiscal year.
- **$320,000 would be allocated to the Foreclosure Acquisition / Rehabilitation program.** This funding would assist the city in purchasing a foreclosed home to renovate and sell to a low-income household. This program is the City's most effective tool in managing timely expenditure and is highly rated by participants.
- **A $50,000 in CDBG repayment funding would be allocated to make improvements in low-income neighborhood parks utilizing Crime Prevention Through Environmental Design concepts.** Public safety is a high priority for the City Council.
- **LB Lofts,** an affordable housing development project, was awarded **$1.545 million in CDBG and HOME funding through the City Council in October 2025.** This activity has not been allocated in IDIS because legal documents are pending closing through the low-income federal housing tax credits planned to occur in summer 2026.

CDBG and HOME funding allocations are subject to the City's standard close- and shovel-ready allocation process, including the addition of repayment revenues to any project/activity identified in the City's Consolidated / Annual Action Plan, as per the City's Citizen Participation Plan. The amounts below represent budget authorizations from past years as well as the Annual Action Plan's program year.

#	FY2026-2027 Allocations Project Name	CDBG				HOME				TOTALS
		EN	Prior EN	Prior PI	Est PI	EN	Prior EN	Prior PI	Est PI	
1 & 2	Administration	130,088	-	-	-	36,238.56	-	-	-	166,327
3	Community Housing Dev Orgs Set-Aside	-	-	-	-	54,357.84	159,712	-	-	214,070
	Affordable Housing Development: Sage Tower	0	440,271	309,729	-	0	0	-	-	750,000
4	First Time Home Buyer	200,352	-	319,842	~25,000	271,789	-	46,985	~100,000	963,968
5	Billings Metro VISTA Project	0	-	-	~25,000	-	-	-	-	25,000
6	Foreclosure Acquisition / Rehabilitation	320,000	-	-	0	-	-	-	-	320,000
7	Crime Prevention through Environmental Design	0	-	-	~50,000	-	-	-	-	50,000
TOTALS		650,440	440,271	629,571	~100,000	362,385	159,712	14,965	~100,000	2,489,365

Table 7 – Projects and Allocations (including estimated future program income).

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities were established by identifying community needs through Needs Assessment and Market Analysis:

- **Affordable Housing:** Single- and multi-housing development, First Time Home Buyer, and Foreclosure Acquisition and Rehabilitation.
- **Poverty Impact:** Billings Metro VISTA Project and Crime Prevention Through Environmental Design.

Limited funding is the primary obstacle faced by the City in undertaking the activities described in its Consolidated Plan and meeting underserved needs. The Needs Assessment identified the affordable housing needs and conditions of our community. These conditions, particularly the cost burden faced by very low-income renters and homeowners, are difficult to address given existing resources.

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AP-38: Projects Summary

Entered into AP-35 in IDIS

#	Project Name	Target Area	Goals / Needs	Funding	Target Date	Estimate # / Type Families Benefitting
1 & 2	Administration	City of Billings	Affordable Housing	CDBG $130,088 HOME $36,238.56	June 30, 2027	Not Applicable
		General grant administration for CDBG and HOME programs.				
3	Foreclosure Acquisition & Rehabilitation	City of Billings	Affordable Housing	CDBG $320,000	June 30, 2027	1 or 2 Housing Units – Low-Income Household(s) (IDIS Category 10)
		Description: Revitalize low-income neighborhoods through foreclosure remediation, redevelopment, and infill development. **Planned Activities:** Funding to support the purchase of vacant and foreclosed properties for the purpose of rehabilitation and direct homeownership assistance to income-qualified homebuyers as their primary residence. Properties may also be demolished to make way for new construction of affordable housing. The purpose of the program is to stabilize neighborhoods, stem the decline of house values of neighboring homes due to foreclosure, and to preserve decent affordable housing.				
4	Affordable Housing Development	City of Billings	Affordable Housing	CDBG $837,619 HOME CHDO: $214,070 HOME EN: $0	June 30, 2027	4 Household Housing Units - Low-Income Household, Rental Units Constructed (IDIS Category 7)
		Description: Encourage the citywide development of new affordable single-family, multi-family and special needs housing in the community via offering financing through the Affordable Housing Development program to private developers and nonprofit organizations. **Planned Activities:** CDBG, HOME, and HOME CHDO funding would be utilized to facilitate the development of new affordable housing.				
5	First Time Home Buyer	City of Billings	Affordable Housing	CDBG $457,575 HOME $386,754	June 30, 2027	20 Low-Income Households Assisted (IDIS Category 11)
		Description: Provide affordable financing and support to promote homeownership opportunities citywide. **Planned Activities:** This program provides financial resources to support low-income first-time homebuyers with down payment and closing costs.				
6	Billings Metro VISTA Project	City of Billings	Poverty Impact	CDBG $25,000	June 30, 2027	200 Low-Income Persons Assisted (IDIS Category 3)
		Description: Provide public service activity funding to support the Billings Metro VISTA Project to help local nonprofit organizations expand services for the homeless and special needs populations: Healthcare; Food Security; Education; Employment; Financial Literacy; and Housing. **Planned Activities:** AmeriCorps members work on poverty impact issues in the community including hunger, homelessness, education, and veterans / military family support. Members are placed at nonprofit organization Host Sites and the City to assist in strengthening services in the poverty-impact service continuum.				
7	Crime Prevention through Environmental Design	City of Billings	Crime Prevention	CDBG $50,000	June 30, 2027	1 Public Facility 50 Persons Assisted (IDIS Category #1 & 23)
		Description: Provide funding to support Crime Prevention through Environmental Design for improvements to low-income neighborhood parks. **Number and Family Type:** One public facility located in a lower-income neighborhood. The number and type of families will be determined through Census block groups adjacent to parklands identified as higher-crime locations. **Planned Activities:** This program is designed to add park amenities to reduce crime in low-income neighborhoods including, lighting, design, landscaping, social engagement, etc.				
Community Development Block Grant (CDBG) HOME Investment Partnerships Program (HOME)						

Table 8 - Projects Summary Information

AP-50 Geographic Distribution 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The geographic area served by the Consolidated and Annual Action Plans is defined by the current City of Billings limits. Citation 24 CFR 91.220(f) reads as follows, *"When appropriate, jurisdictions should estimate the percentage of funds they plan to dedicate to target areas."* Estimating the percentage of funds planned for dedication to target areas is not appropriate for the Billings community due to the following reasons:

- Geographic area is defined by the current Billings city limits.
- Citywide strategies encourage the distribution of resources to support affirmatively furthering fair housing and equal opportunity to avoid segregation in Billings.
- Geographic distribution of investments description includes the focus of resources on a citywide basis to support diversity across the community.
- The City of Billings is classified as a smaller city on a national scale.
- The actual dollar amount planned for allocation to each program is included in this Action Plan.

The City will focus distribution of investments on a citywide basis to support diversity and mixed-income development across the community. Neighborhood Revitalization Strategy Areas ***have not been established*** in Billings and there is no specific amount of funding allocated for a target area in the City's geographic distribution of resources. **Therefore, the City plans to dedicate zero percent of funding to target areas in favor of supporting a citywide approach to further fair housing, equal opportunity, and anti-segregation efforts.**

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100%

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The strategies identified in the Consolidated and Annual Action Plans will be addressed on a citywide basis to encourage the distribution of low-income affordable housing and other assistance to lower-income households throughout the community.

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AP-55 Affordable Housing 91.220(g)

Introduction

Planned affordable housing activities for the upcoming year include Foreclosure Acquisition / Rehabilitation, Affordable Housing Development, and First Time Home Buyer. While many of these programs may serve the homeless or special needs households, the programs are not designed to exclusively serve one or more of the following cohorts.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	92
Special-Needs	0
Total	**92**

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	82
Acquisition of Existing Units	10
Total	**92**

Table 11 - One Year Goals for Affordable Housing by Support Type

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AP-60 Public Housing 91.220(h)

Introduction

HomeFront serves extremely low-income, very low-income, and low-income citizens. HomeFront plans to apply for all grants that will assist the organization in adding units to its existing programs and any programs that complement existing services and are able to be implemented. HomeFront will continue to assess and implement modernization funds to upgrade and restore units and complete energy efficient repairs as needed.

Actions planned during the next year to address the needs of public housing

HomeFront may apply for funding to develop affordable housing through the Affordable Housing Development Program. In the past, the City granted funds to build new units through the HOME and CDBG programs in neighborhoods where Housing Authority property exists. The City has also provided funding for a variety of rehabilitation and new construction projects to neighborhoods that have public housing units in need of upgrading.

The City has helped rehabilitate properties, sold land for new businesses, and granted land to nonprofits to assist with neighborhood revitalization efforts in neighborhoods where Housing Authority complexes have been built. The City has provided funding for parks and play areas for the neighborhoods where Housing Authority families reside. In addition, the businesses that have moved into areas where Housing Authority properties are located have contributed to the economic stability of HomeFront clients. The City's First Time Home Buyer program assists with home ownership down payment assistance and home ownership counseling for clients considering homeownership. The City coordinates with HomeFront for housing needs assessments, assists in funding new projects when appropriate, and assists with applications for supportive services when called upon for assistance.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HomeFront implements the Family Self-Sufficiency program. This program links participants to community agencies to help them become self-sufficient through individual goal setting. Forty-one households have achieved homeownership through this program to date. Resident councils, an Advisory Board and the Family Self-Sufficiency Panel are involved in providing input on program needs and assisting others to become actively involved in the process. Additional information is included in the five-year plan on file at the HomeFront office.

Each year, HomeFront goes through a process to assess physical needs addressed by tenants through their Resident Advisory Board for the Annual Plan process; comments are also solicited via Resident Council functions throughout the year. These comments, Board participation, tenant commissioners, and Public Housing Administration's daily communications with the Housing Authority's client base serve to assist in assessing client needs for physical adjustments, security issues, and needed links with the community. The physical needs requests are implemented along with staff recommendations in the Capital Fund planning process.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable. HomeFront is a standard performer as per the Public Housing Assessment System (HAS) and, therefore, a review of troubled status needs is not required.

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AP-65 Homeless and Other Special Needs Activities 91.220(i)

Introduction

As previously stated in the SP-60 Homelessness Strategy of the Consolidated Plan, the Community Development Division's ongoing activities, to the greatest extent possible:

- Continuing to provide supportive services funding to nonprofit organizations through the HOME-ARP program, specific to qualified populations. Funding allows subrecipients to provide supportive services and financial assistance to low-income households and individuals at risk of homelessness. These services help households regain stability and permanent housing.
- Staff will continue to provide local nonprofit organizations access to AmeriCorps VISTA members through the ***Billings Metro VISTA Project*** resources. VISTA members may be placed at the City to undertake objective citywide initiatives. VISTA members may also be placed at nonprofit Host Site organizations to work on specific anti-poverty initiatives.

The City of Billings does not directly receive Continuum of Care, Emergency Shelter Grant, or other federal funds to exclusively support efforts to impact homelessness. At present, Community Development staff do not provide direct services to those experiencing homelessness.

A network of over 50 local service providers in the community strive to meet the diverse needs of those experiencing homelessness, those who are at-risk of homelessness, and people experiencing poverty. A complete listing of services, including outreach, is included in the MA-30 Homeless Facilities and Services section of this Consolidated Plan.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including Reaching out to homeless people (especially unsheltered people) and assessing their individual needs

The City does not directly receive Continuum of Care, Emergency Shelter Grant, or other federal funds to exclusively support efforts to impact homelessness. City staff does not provide direct services to those experiencing homelessness.

A network of over 50 local service providers in the community strive to meet the diverse needs of those experiencing homelessness, those who are at-risk of homelessness, and people experiencing poverty. The Mental Health Center manages a Projects for Assistance in Transition from Homelessness (PATH) outreach program to engage those living outside or in areas unfit for human habitation. Tumbleweed runs a Street Outreach program to seek out unaccompanied youth to engage them in services. A complete listing of services, including outreach, is included in the MA-30 Homeless Facilities and Services section of this Consolidated Plan.

Addressing the emergency shelter and transitional housing needs of homeless persons

The shelter needs for those experiencing homelessness in the Billings community are primarily met by the Montana Rescue Mission (MRM). The organization operates a men's shelter and a shelter to serve women and their children. The City of Billings recently offered a one-year grant to the MRM to implement the Homeless Management Information System (HMIS) and Coordinated Entry System. Several local service providers assist homeless families by providing funding for rent, mortgage, utility, and deposit assistance.

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The Community Crisis Center provides crisis intervention, and 23-hour stays as a technique to impact chronic homelessness. The YWCA provides transitional housing for victims of domestic violence. Additional services for the homeless are included in the MA-30 Homeless Facilities and Services section of the Consolidated Plan *(*www.BillingsMT.gov/ConPlan*).* The YWCA recently opened an emergency shelter for the same population.

For those living on the downtown streets of Billings, a position was created for an addiction / mental health counselor to accompany two downtown police officers when engaging people living on the streets. This initiative was undertaken as one of the many outcomes from the Community Innovations Summit, which was facilitated by the Community Development Division and the Downtown Billings Alliance. Non-federal funding through the City of Billings has been allocated to support the counselor staff position.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

City staff administer and monitor funding for subrecipients of the HOME-ARP program. Three subrecipients have received funding in Billings and details of each subrecipient are listed below:

- **Alternatives, Inc.:** Alternatives, Inc. provides financial assistance for housing including rental application fees, security deposits, utility deposits, utility payments and moving costs. The organization assists with rental arrears up to 24 months and substance abuse treatment. This array of services plays an integral role in empowering individuals to prevent homelessness.
- **District 7 Human Resources Development Council (HRDC):** HRDC District 7 provides financial assistance for housing including rental application fees, security deposits, utility deposits, utility payments, moving costs and rental arrears up to 24 months. Case management through the organization allows for personalized education and support to prevent recurring homelessness. In addition to HOME-ARP funding, HRDC District 7 receives Emergency Shelter Grant funds and manages a rapid rehousing program to help families quickly regain stability into permanent housing.
- **Native American Development Corporation (NADC):** NADC provides supportive services including credit repair services, employment assistance, job training and transportation services. The organization also administers substance abuse treatment and mental health services. Direct case management provides ongoing support for low-income households and those at risk of homelessness.

In addition to organizations supported by the HOME-ARP program, various other organizations provide housing and assistance solutions:

- **Montana Rescue Mission:** Operates a150-bed emergency shelter, 150 bed long-term shelter, 29 affordable housing apartments, mental health clinic, addiction recovery clinic, medical clinic, childcare center, community meals, and chaplaincy/spiritual care. Services are available for men, women, children and families.
- **YWCA's Northern Lights**: Provides housing for survivors of domestic violence. Additional services provided include case management, mental health treatment, budgeting assistance, and the facilitation of access to benefits. The organization also provides transitional housing and permanent

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supportive housing.

- **Community Crisis Center:** Provides crisis intervention and 23 hour stays as a technique to impact chronic homelessness.
- **Family Promise of Yellowstone County:** Provides emergency shelter to several families at a time in a network of church congregations. The organization also operates a transitional housing program that provides apartments for those who have graduated from the shelter program.

Several local service providers assist homeless families by providing funding for rent, mortgage, utility, and deposit assistance. Additional services for the homeless are included in the MA-30 Homeless Facilities and Services section of this Consolidated Plan.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly-funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City does not receive McKinney-Vento Homeless Assistance Act funds and is not required to develop and implement a Discharge Coordination Policy. The Montana Continuum of Care (MT CoC) for the Homeless Coalition is the state's lead agency for addressing homeless activities and is a statewide collaboration of diverse homeless service providers, nonprofit organizations, and local and state governments. The coalition was formed to address homelessness with very few resources to cover Montana's vast geographical area. The system is established upon community and regionally-based continuum of care systems, which form the statewide coalition and continuum of care process. The City supports the MT CoC in their efforts to establish a Statewide Discharge Coordination Policy.

The City does not receive Emergency Shelter Grant funds. These funds are distributed statewide by the Montana Department of Public Health and Human Services through ten HRDCs throughout the state. The local District 7 HRDC utilizes these funds to support rapid re-housing activities in conjunction with the local shelters.

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AP-75 Barriers to Affordable Housing 91.220(j)

Introduction

Barriers to affordable housing are noted in the MA-40 and SP-55 Barriers to Affordable Housing sections of the Consolidated Plan, which can be found online at www.BillingsMT.gov/ConPlan.

Additional barriers have been identified in the City's Analysis of Impediments to Fair Housing Choice, including:

- Concentrations of minorities that would not exist in a free market not distorted by discrimination suggest that Billings has a dual housing market; one for non-Hispanics, Whites and Asians and another for all other minorities.
- Discriminatory real estate industry practices such as racial and ethnic steering distort the free market in housing.
- Discrimination against Latinos in issuing government-backed mortgage and refinancing loans continues unabated in Billings as it does throughout the nation.
- The relatively high cost of housing continues to pose a barrier to fair housing choice in Billings.
- A review of Unified Zoning Regulations and review requirements was needed to foster compliance with fair housing law and to promote inclusionary zoning. Project Re:Code was completed in 2021.
- There is a serious shortage of housing affordable for Housing Choice Vouchers in the areas where the proportion of public-school students from low-income neighborhoods is relatively low.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

The City plans on assisting with housing affordability for renters / owners; cost of development; difficulty in paying for needed repairs; manufactured housing developments; and tax structure by implementing the following programs:

- Affordable Housing Development
- First Time Home Buyer
- Foreclosure Acquisition / Rehabilitation

While City staff does not have the capacity to manage a home repair program, local nonprofit agencies are welcome to apply for CDBG funding to manage a housing rehabilitation loan program through the City's routine allocation process.

Relative to the barriers identified in the City's Analysis of Impediments to Fair Housing Choice, the City plans on the following activities:

- Produce and disseminate consumer education on Fair Housing issues through ongoing publicity campaigns to make people aware they can move anywhere in the area they can afford.
- Work to expand housing choices of existing and potential new residents beyond neighborhoods identified by their own race or ethnicity.
- Continue to partner with enforcement agencies providing testing of the real estate industry

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practitioners to identify discriminatory practices in rental and for-sale housing.

- Support the efforts of local housing counseling agencies, especially Latinos, before they apply for a mortgage.
- Continue to provide brochures containing information apprising potential home buyers of the availability of housing counseling and how to spot / report discriminatory lending practices.
- Continue to work toward the provision of affordable housing through Community Development programs.
- Support the Housing Authority's efforts to expand the geographic range where holders of Housing Choice Vouchers look for housing.

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AP-85 Other Actions 91.220(k)

Introduction

The City's programs have been designed to meet priority needs in the community. However, there is very limited funding coming through the City to meet the needs of local citizens.

Actions planned to address obstacles to meeting underserved needs

Goal: Ensure that vulnerable populations have reliable access to comprehensive supportive services that enhance stability, self-sufficiency, and overall well-being.

Strategy: Provide resources to nonprofit organizations to address poverty and provide supportive services to low-income individuals and families to provide stable housing, promote self-sufficiency, and promote overall well-being:

Key Initiatives

- **Public Facilities:** Provide financing to develop public facilities to serve as accessible, community-based hubs where individuals and families facing economic, social, or health-related challenges can find help.
- **Billings Metro VISTA Project:** Allocate AmeriCorps resources to nonprofit organizations to undertake poverty impact activities and to support the low-income individuals and families they serve. Federal AmeriCorps Volunteers in Service to America (VISTA) focus areas include: education, healthcare, food security, economic opportunity, housing, financial literacy, and others.
- **HOME-ARP:** Provide grant funding to nonprofit organizations delivering supportive services to: prevent homelessness; the unhoused; those at-risk of becoming unhoused; and people fleeing domestic violence/trafficking. Federal service categories include case management, housing counseling, rent/utilities/deposit assistance, mental/healthcare, substance misuse treatment, job training, employment, financial literacy, benefits enrollment, childcare, and transportation.

Actions planned to foster and maintain affordable housing.

Goal: Create, preserve, and expand decent, affordable housing options for low-income residents citywide. Community Development aims to enhance and broaden housing access, availability, physical quality, economic value, and longevity across the city for Billings' low-income residents including seniors, individuals with disabilities, minority groups, and other special populations.

Strategy: Increase affordable housing opportunities by implementing financing initiatives, including housing development loans to drive construction and rehabilitation, first-time homebuyer loans to support sustainable ownership, and home repair financing to preserve and upgrade existing low-income neighborhood homes.

Key Initiatives

- **Affordable Housing Development:** Promote citywide development of affordable single-family, multi-family, and special needs housing by offering loan financing to private developers and nonprofit organizations for new construction, rehabilitation, and infrastructure improvements.
- **First Time Home Buyer:** Offer accessible loan financing to foster first-time homeownership opportunities that support long-term financial stability, build generational wealth, and stabilize neighborhoods.

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- **Home Repair:** Offer loan financing to agencies that assist low-income homeowners in completing essential repairs - such as major systems upgrades, weatherization, energy/water efficiency, and lead water service line replacements - to enhance and preserve the quality of Billings' affordable housing stock.
- **Foreclosure:** Mitigate the adverse effects of vacant, foreclosed properties by acquiring, rehabilitating, and selling these homes to low-income households - thereby combating urban decay, reducing crime, stabilizing property values, and stimulating the local economy.

Actions planned to reduce lead-based paint hazards.

The City continues to be compliant with HUD's lead-based paint requirements as established in September of 2000. Projects involving structures built prior to 1978 are considered to have the potential for lead-based paint and consistent procedures have been developed to ensure compliance with federal regulations.

The City will continue diligence while undertaking rehabilitation and construction activities to maintain the safety of households participating in federal programs. Participants in the City's housing programs are made aware of the requirements the City must follow. Education on the hazards of exposure to lead is provided for each rehabilitation project. The City currently offers risk assessments, through certified staff, paint inspections, clearance testing, and has access to lead-safe certified contractors to ensure compliance.

Actions planned to reduce the number of poverty-level families.

All Consolidated Plan strategies target the improvement of economic conditions of lower-income households in the community, including housing development, financing home repair, continuing partnerships, and funding public service activities. The City proposes to support the following specific activities in the Consolidated Plan to address economic conditions of low-income households in Billings:

- Continuing to provide supportive services funding to nonprofit organizations through the HOME-ARP program, specific to qualified, eligible populations.
- Continue to work with nonprofit organizations to help address the human service needs of lower-income residents of the community in general and of our lower-income neighborhoods. This would be achieved primarily through supporting capacity building efforts of social service agencies through implementation of the *Billings Metro VISTA Project*.
- If available, continue to apply for the AmeriCorps VISTA project status to bring full-time and summer associate volunteers to work on poverty-impact programs.

AmeriCorps VISTA is a national anti-poverty initiative that places full-year and Summer Associate volunteers with local projects. Full-year VISTA members are recruited locally and nationally, are college graduates, and commit to at least a year of service with a project. Summer Associates are at least 18 years old and commit to ten weeks of service.

Actions planned to develop institutional structure.

The City of Billings maintains strong partnerships with housing and social service agencies. The only gaps in the institutional structure relate to funding limitations and the City's inability to dedicate time and resources to additional projects outside of the current funding structure.

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Actions planned to enhance coordination between public and private housing and social service agencies.

The City will continue coordinating with public, private, and social service agencies to further activities and projects identified herein, including collaborating via the following:

- Nonprofit Organizations
- Neighborhood Task Forces
- Billings Metro VISTA Project
- HOME-ARP Supportive Services

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AP-90 Program Specific Requirements 91.220(l)(1,2,4)

Introduction

The City of Billings has programmed all available revenues in current programs identified herein.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

1.	Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.	$0
2.	The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed.	$0
3.	The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	$0
4.	The amount of surplus funds from urban renewal settlements.	$0
5.	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	$0
6.	The amount of income from float-funded activities.	$0
	Total Program Income:	**$0**

Other CDBG Requirements

1.	The amount of urgent need activities.	$0
2.	The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-income. Overall Benefit - A consecutive period of one, two, or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specific the years covered that include this Annual Action Plan.	100%
	FY Year Covered 2024	

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Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

   The above-noted regulation refers to the use of HOME funds for eligible activities. The City of Billings will not utilize HOME funds outside of the following allowable investments:

   - Equity investments, interest-bearing loans or advances, non-interest-bearing loans or advances, interest subsidies consistent with the purposes of this part, deferred payment loans, grants, or other forms of assistance that HUD determines to be consistent with the purposes of this part. Each participating jurisdiction has the right to establish the terms of assistance, subject to the requirements of this part.
   - Guarantee loans made by lenders and, if required, the participating jurisdiction may establish a loan guarantee account with HOME funds. The HOME funds may be used to guarantee the timely payment of principal and interest or payment of the outstanding principal and interest upon foreclosure of the loan. The amount of the loan guarantee account must be based on a reasonable estimate of the default rate on the guaranteed loans, but under no circumstances may the amount on deposit exceed 20% of the total outstanding principal amount guaranteed; except that the account may include a reasonable minimum balance. While loan funds guaranteed with HOME funds are subject to all HOME requirements, funds which are used to repay the guaranteed loans are not.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

   Recapture provisions permit the original homebuyer to sell the assisted property to any willing buyer during the period of affordability while the City can recapture all, or a portion of the HOME assistance provided to the original homebuyer. The City utilizes recapture provisions exclusively when assisting homeowners and the provisions are enforced via a Promissory Note (not recorded), the use of a Deed Restriction Agreement and a Montana Trust Indenture that are both recorded at the Yellowstone County Clerk and Recorder's office. These written, legal documents contain language outlining the recapture provisions as established herein. The City does not use subrecipients or other grantees to carry out these activities.

   Homebuyer Requirements: For homeownership housing to qualify as affordable housing eligible for HOME funding, it must be single-family; considered modest housing; be acquired by a low-income household for their principal residence; and meet affordability requirements for a single period determined by the amount of assistance provided. The City utilizes single family mortgage limits set by HUD.

   Direct HOME Subsidy: The amount of HOME assistance that enabled the homebuyer to buy the unit. The direct subsidy includes down payment and closing costs provided directly to the homebuyer, which resulted in a reduced purchase price from the fair market value of the home to an affordable price. The entire amount of HOME assistance is subject to recapture.

   Net Proceeds: The sales price, less superior loan repayment and any closing costs. The City will only recapture the net proceeds from a sale. Any loans or improvements made to the property after the time of HOME assistance will be paid after the City is repaid the amount owed under its recapture provisions. If the net proceeds are not sufficient to recapture the full HOME investment, the City will accept the available net proceeds as full payment.

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Recapture Model - City Recaptures Entire HOME Assistance Amount: The City allows the assisted homebuyer to retain all appreciation and the City expects to recapture the entire direct HOME subsidy invested in the project. Therefore, the homeowner will retain any value of the appreciation of the property after the City's HOME assistance has been recaptured / repaid. The homeowner's down payment, principal payments, and any capital improvement investment made in the property after the HOME assistance was provided will be returned to the homeowner at closing after the City's HOME assistance is recaptured and repaid from the net proceeds as described above.

Subordination: The City does not subordinate loans in the First Time Homebuyer program and other homeowner-assisted projects without City Administrator approval. Therefore, if an assisted homeowner refinances the property, the City will need to be repaid the full amount of HOME assistance provided.

Use of Recaptured Funds: Recaptured HOME funds will be used to assist other first-time homebuyers to purchase property in Billings or other HOME-eligible activities to be determined through the City's budget allocation process in accordance with the Citizen Participation Plan. Homebuyers must be low-income and must use the assisted property with the recaptured funds as their principal residence. Low-income and first-time homebuyer status will be determined based on HOME program regulations.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:**

Long Term Affordability: Under the recapture provision, there is no requirement that the original HOME-assisted homebuyer sell the unit to another low-income homebuyer.

Affordability Periods: For City-assisted homebuyer units under the recapture provision, the period of affordability is based upon the direct HOME subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. Any program income used to provide direct assistance to the homebuyer is included when determining the period of affordability. Recapture provisions for the First Time Home Buyer program are either five or ten years for each assisted property beginning after the transfer of the property to the property owner as evidenced by the Deed Restriction Agreement, Montana Trust Indenture and Promissory Note.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

The City of Billings does not propose the use of HOME funds to refinance existing debt secured by multi-family housing that is being rehabilitated with HOME funds.

DRAFT

Section IV: Appendix

Appendix A: CDBG Application for Federal Assistance (SF-424)

COMMUNITY DEVELOPMENT DIVISION

Revenue & Recommended Budget FY2026-2027

Current Project Balances as of ***March 31***

Accounts	*CDBG*	*HOME*	*Balance*	*Notes*
CDBG for VISTA Expenses	60,233	-	**57,518**	Training and administration for the Billings Metro VISTA Project
First Time Home Buyer	42,451	5,000	**47,451**	11 households approved - waiting for buy / sells
Aff Housing Development: LB Lofts	145,000	1,229,566	**1,545,000**	Council award 10.13.2025, waiting for closing - estimated in summer of 2026. If it does not close, staff will revisit this recommendation with CD Board and City Council by October / November 2026.
	Repayment $	64,339		
	Released CHDO	106,095		
Community Housing Dev Org (CHDO)	-	159,712	**159,712**	Certified CHDO org must apply
Foreclosure - Parkhill	67,571	-	**67,571**	Closing in early March, will reallocate after final utilities, taxes, etc.
Foreclosure - New House	190,271		**190,271**	Staff & ComDev Board recommend reallocation
Lead Water Service Line Replacement	200,000		**200,000**	Staff & ComDev Board recommend reallocation
Crime Prev Through Environ Design	50,000	-	**50,000**	Staff & Board recommend reallocation - asked Parks for proposal for Board

AVAILABLE $

Programs	*New CDBG $*	*Prior EN*	*Uncommitted PI*	*Estimate Next FY PI*		*New HOME $*	*Prior EN w/CHDO*	*Uncommitted PI*	*Estimate Next FY PI*
	CDBG					**HOME**			
New HUD Entitlement Grant	**650,440**	-	-	-		**362,385.61**	-	-	-
Prior Entitlement / Reallocation	-	**440,271**	-	-		-	159,712	-	-
Prior Program Income	-	-	**629,571**	-		-	-	**46,985**	-
Next FY Program Income Estimate	-	-	-	**100,000**		-	-	-	**100,000**
Total Available	**650,440**	**440,271**	**629,571**	**100,000**	#	**362,386**	**159,712**	**46,985**	**100,000**
		1,820,282					**669,083**		

Abbreviations Key

EN: Entitlement

PI: Program Income

FY: Fiscal Year

Community Development Applications & Funding Recommendations: Continue close- and shovel-ready procedures

Programs	*New CDBG $*	*Prior EN*	*Uncommitted PI*	*Estimate Next FY PI*	*New HOME $*	*Prior EN w/CHDO*	*Uncommitted PI*	*Estimate Next FY PI*	*Totals*	*Notes*
CDBG Administration 20% Cap	130,088	-	-	-	-	-	-	-	**130,088**	Admin capped at 20%
HOME Administration 10% Cap	-	-	-	-	36,238.56	-	-	-	**36,239**	Admin capped at 10%
Set-Aside for CHDOs	-	-	-	-	54,357.84	-	-	-	**54,358**	15% minimum - certified CHDO org must
CHDO $ Released	-	-	-	-	-	56,713	-	-	**56,713**	Requested release 2.25.26
CHDO $ Restricted	-	-	-	-	-	103,000	-	-	**103,000**	Only awarded to certified CHDO
Affordable Housing Dev: Sage Tower	0	440,271	309,729	**0**	0	0	**0**	**0**	**750,000**	$750k to Sage Tower Rehabilitation
First Time Home Buyer Program	200,352	0	**319,842**	**25,000**	271,789	0	**46,985**	**100,000**	**963,968**	Depends on % assistance amount: $41,250 average = 23 households
VISTA Admin (Public Service)	0	0	**0**	**25,000**	-	-	-	-	**25,000**	Training funding
Foreclosure - New Property	320,000	0	**0**	**0**	-	-	-	-	**320,000**	Timeliness allocation
Crime Prev Through Environ Design	0	0	**0**	**50,000**	-	-	-	-	**50,000**	Improvements at low-income parks
Subtotal Allocated	**650,440**	**440,271**	**629,571**	**100,000**	**362,385.40**	**159,712**	**46,985**	**100,000**	**2,489,365**	
Remaining to Allocate	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	

City of Billings - Community Development Division

Staff Time Tracking & Grant Draw Procedures

Community Development's time-tracking practices and accounting methods are continually monitored by the U.S. Department of Housing and Urban Development, the Corporation of National and Community Service, the City's Finance Department, and the City's external auditing team.

Staff Time Tracking

Personnel Expenses - 2 CFR 200.430:

> **(i)** ***Standards for Documentation of Personnel Expenses*** (1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
>
> **(i)** Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
>
> **(ii)** Be incorporated into the official records of the non-Federal entity;
>
> **(iii)** Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS);
>
> **(iv)** Encompass federally-assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy;
>
> **(v)** Comply with the established accounting policies and practices of the non-Federal entity (See paragraph (h)(1)(ii) above for treatment of incidental work for IHEs.); and
>
> **(vi)** [Reserved]
>
> **(vii)** Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Each staff member has a spreadsheet with the grant programs they may be working in. They track the number of hours they spend for every day in the week. Here is an example:

Week Beginning	Monday						Tuesday					
	HOME		CDBG			VISTA	HOME		CDBG			VISTA
	HOME Admin	*Aff Hsg*	*COVID*	*Rehab*	*Foreclosure*		*HOME Admin*	*Aff Hsg*	*COVID*	*Rehab*	*Foreclosure*	
7/1/2020	Last fiscal year											
7/6/2020				0.25		7.75				3.00	1.50	3.50
7/13/2020			1.25	2.50	2.25	2.00				3.50	3.25	1.25
7/20/2020				1.00	4.50					1.25	6.75	
7/27/2020				0.50	2.50	5.00			0.50	5.25	1.75	0.50
8/3/2020			1.50	2.00		4.50			2.00	3.75		2.25
8/10/2020			4.00	1.00	0.75	2.25			4.25	0.75	0.50	2.50
8/17/2020			0.50	1.75	0.75	6.00			3.00	3.25	0.50	1.25
8/24/2020			0.75	2.25	0.50	4.50			0.50	4.25	2.75	0.50
8/31/2020				0.75		7.75			1.50	4.25	0.50	1.75
9/7/2020	Holiday									0.50	1.75	5.75
9/14/2020			1.00	0.75	3.50	2.75			3.50	0.50	1.25	2.75

Every quarter, Finance sends the Community Development manager the exact amount that was spent for each staff member in the Division for wages, unemployment insurance, industrial accident, health insurance, FICA, retirement, Medicare, etc.

The average percentage of time a staff member spends in each grant program is calculated every quarter. The personnel costs are then multiplied by the percentage for each grant program and drawn accordingly.

Internal Grant Draw Procedures

The City of Billings is tracking the expenses corresponding to the HUD grant years by reserving a different fund for each grant year. Expenses are tracked within the accounting system by type of expense in each grant year.

Quarterly reports:

1. During the quarter each expense and project is tracked in a fund that corresponds to the correct origin year.

2. At the end of the quarter, a report is pulled from the City's accounting system by the Finance Department and sent to the Community Development Manager.
    a. The report gives the quarter's budget (which matches the amount in IDIS), the amount expended year-to-date, and the amount left in the budget. This report also tracks the Revenue by Program Income or Entitlement.
    b. This report from the accounting software is entered by the Community Development Manager into a spreadsheet "Innoprise Draw Report" tracking the budgeted amount, the current quarter's expenses (difference between prior YTD amount and current YTD amount) and any necessary changes against the IDIS balance to determine the amount of the draw.
    c. Salaries and Benefits are tracked in a separate fund and are reallocated at the end of the quarter according to the time spent in each program per employee, not to exceed the budgeted amount in the funds.
        i. The HR Department pulls a payroll report by employee for the quarter (by the date paid) to be sent to Finance and the Community Development Manager.
        ii. The Community Development Manager allocates the salaries and benefits for each employee for each program by the number of hours tracked during the quarter – "Staff Allocations by Program".
    d. Necessary changes to the expenses during the quarter including the salaries allocation will be adjusted in the City's accounting software by journal entry to match the total expenses in each fund and the spreadsheet created by the Community Development Manager "Innoprise Draw Report".
    e. The Innoprise Draw Report also tracks the closed and pending loans by name and IDIS #.

3. A Quarter Draw Summary is created by the Community Development Manager.
    a. The Quarter Draw summary summarizes the IDIS number, and activity, the draw expected from IDIS and which grant year(s) and amount per grant year to be drawn.

4. The Community Development Manager tracks the sum total of the programs and grant years according to the Origin Year Test and the Program Year Test within the Community Development Drawdowns spreadsheet.
    a. The program year test is filled out per quarter to test that no more than 20% of Program Income and Entitlement shall be obligated.

b. The origin year test pulls the CDBG Administration amounts in the Quarter Draws Summary by Grant Origin Year and compares it to 20% of the total Entitlement funds for the origin year for Planning and Administrative Expenses. This is tracked over multiple years/quarters to compare the admin expense totals for the origin year.

5. The Community Development Manager also tracks the Program Income and Entitlement amounts by year in the spreadsheet entitled IDIS & Revenue Book to track which revenues are used by IDIS # and Activity.

6. The Innoprise Draw Report, Quarter Draw Summary, Community Development Drawdowns, and Staff Allocations by Program are returned to the Finance Department to create the journal entry for changes and compare the final amounts to the City's accounting system. After the Journal Entry, the balance of the City should match the Innoprise Draw Report. The difference between the final City balances (Budget less Actual) at the end of the quarter, less the balance of the IDIS report on the website should equal the draw amount.

7. Once compared, the Community Development Manager reports the projects within the IDIS system.

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Donation to the Billings Public Library
PRESENTED BY: Kelsie Rubich, Library Director
Department: Library
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends that the City Council accept the donation to the Billings Public Library.

EXECUTIVE SUMMARY

The Billings Public Library has received a private donation of $1,000 from David and Nancy Myers, designated for the purchase of library books. Staff recommends City Council formally accept the donation. Acceptance has no fiscal impact on the City budget and supports enhancement of the library's collection.

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

The Billings Public Library has received a donation of $1,000 from David and Nancy Myers earmarked for the purchase of library books.

FISCAL EFFECTS

There is no budgetary impact.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve the donation; or,
- Not Approve the donation.

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Certificate of Survey 34, Amended Tract 9B - No Cost Warranty Deed for Public Right-of-Way
PRESENTED BY: Tyler Westrope
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION
Staff recommends acceptance of the right-of-way and authorizing the Mayor to execute the Warranty Deed, thereby transferring the parcel from a County road easement to public right-of-way.

EXECUTIVE SUMMARY
Tract 9 was platted prior to annexation, resulting in existing City roadway, trail, and utility improvements being located within a County road easement. Acceptance of the proposed right-of-way and execution of the Warranty Deed will transfer these improvements into dedicated public right-of-way at no cost to the City. Staff recommends approval, noting no significant financial impact other than a minimal reduction in property tax revenue.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
Tract 9 of Certificate of Survey Number 34 was platted in Yellowstone County prior to annexation into the City, with the southern property boundary extending to the centerline of East Alkali Creek Road. As a result, the roadway and adjacent improvements are currently located on Tract 9 within a County road easement. In 2007, the City completed roadway widening and trail improvements adjacent to Tract 9 (315 East Alkali Creek Road), all within that County easement.

Acceptance of the proposed right-of-way and execution of the Warranty Deed will place all existing City roadway, trail and utility improvements within dedicated public right-of-way rather than in a County road easement. A copy of the exempt plat and Warranty Deed is attached. Council is requested to accept the Warranty Deed for the additional right-of-way along the north half of East Alkali Creek Road at no cost to the City.

FISCAL EFFECTS
This exempt plat and Warranty Deed were prepared by the adjacent landowner and will have no significant financial impact to the City. There will be a minimal reduction in property tax revenue associated with the portion of land deeded to the City.

STAKEHOLDERS

ALTERNATIVES
City Council may:

- Approve the exempt plat and Warranty Deed for the right-of-way on East Alkali Creek Road or;
- Disapprove and not accept the exempt plat and Warranty Deed. If not approved, this portion of East Alkali Creek Road will continue to exist within a County road easement.

Attachments

Warranty Deed
Warranty Deed - Exhibit

Return to:
City Clerk
City of Billings
PO Box 1178
Billings, MT 59102

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 202___

FOR VALUABLE CONSIDERATION, lawful money of the United State to them in hand paid by the **CITY OF BILLINGS,** the receipt whereof is acknowledged, **WITNESSETH THAT:**

Rebecca B. Spencer
315 East Alkali Creek Road
Billings, MT 59105

does hereby GRANT, BARGAIN, SELL, CONVEY, WARRANT AND CONFIRM unto the CITY OF BILLINGS for the benefit and use of **the Public** the following described real property, to wit:

Tract 9B of the Amended Tract 9 of Certificate of Survey No. 34, Amending Tracts 5B, 6B and 7B in the NE1/4SE1/4 of Section 28, T.1N., R26E., P.M.M., Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana under Document No. _____.

PURPOSE OF ACQUISITION is to create a right-of-way parcel for construction and use of public road, utility and related appurtenant structures pursuant to 76-3-201(1)(h) M.C.A. and A.R.M. 24.183.1104 as a division of land that creates rights-of-way or utility sites.

EXCEPTING AND RESERVING, however, all gas and oil, beneath the surface of the above described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right the surface thereof shall not be disturbed, interfered with, or in any way damaged.

FURTHER EXCEPTING AND RESERVING, unto the grantors, their successors and assigns all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia, of water, water right and ditch ownership, or any interest therein, appurtenant to the land described herein.

TO HAVE AND TO HOLD the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances therein, appurtenances thereto, unto the **CITY Of BILLINGS,** and to its successors and assigns forever.

IN WITNESSETH WHEREOF, the undersigned have executed these premises the day and year first above written.

Rebecca B. Spencer

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 23 day of February, 2026, before me, the undersigned Notary Public for the State of Montana, personally appeared Rebecca B. Spencer, owner, known to me to be the person who signed the person foregoing instrument and acknowledged to me that she executed the same.
Witness my hand and seal the day and year herein above written.

Notary Public in and for the State if Montana

ELIZABETH A. MCCULLOCH NOTARIAL SEAL STATE OF MONTANA

ELIZABETH A. MCCULLOCH
NOTARY PUBLIC
for the State of Montana
Residing at Billings, Montana
My Commission Expires
May 26, 2029

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument.

By: _____
Mayor, City of Billings

Attest: _____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____day of _____, 2026, before me a Notary Public in and for the State of Montana. personally appeared _____ and _____, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

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

_____
Notary Public in and for the State of Montana

00002

CERTIFICATE OF SURVEY No._____ PRELIMINARY

00001

Amending Tract 9 of Certificate of Survey No. 34 Amended
Amending Tracts 5B, 6B, and 7B

00005

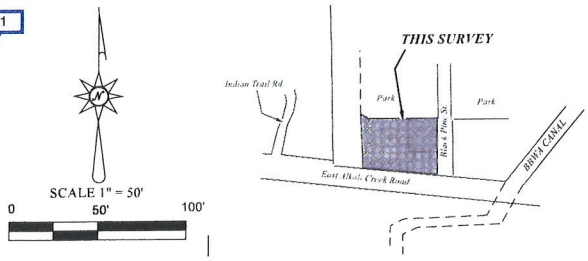
in the NE1/4SE1/4 of Section 28, T.1.N, R.26E., P.M.M.
Yellowstone County, Montana

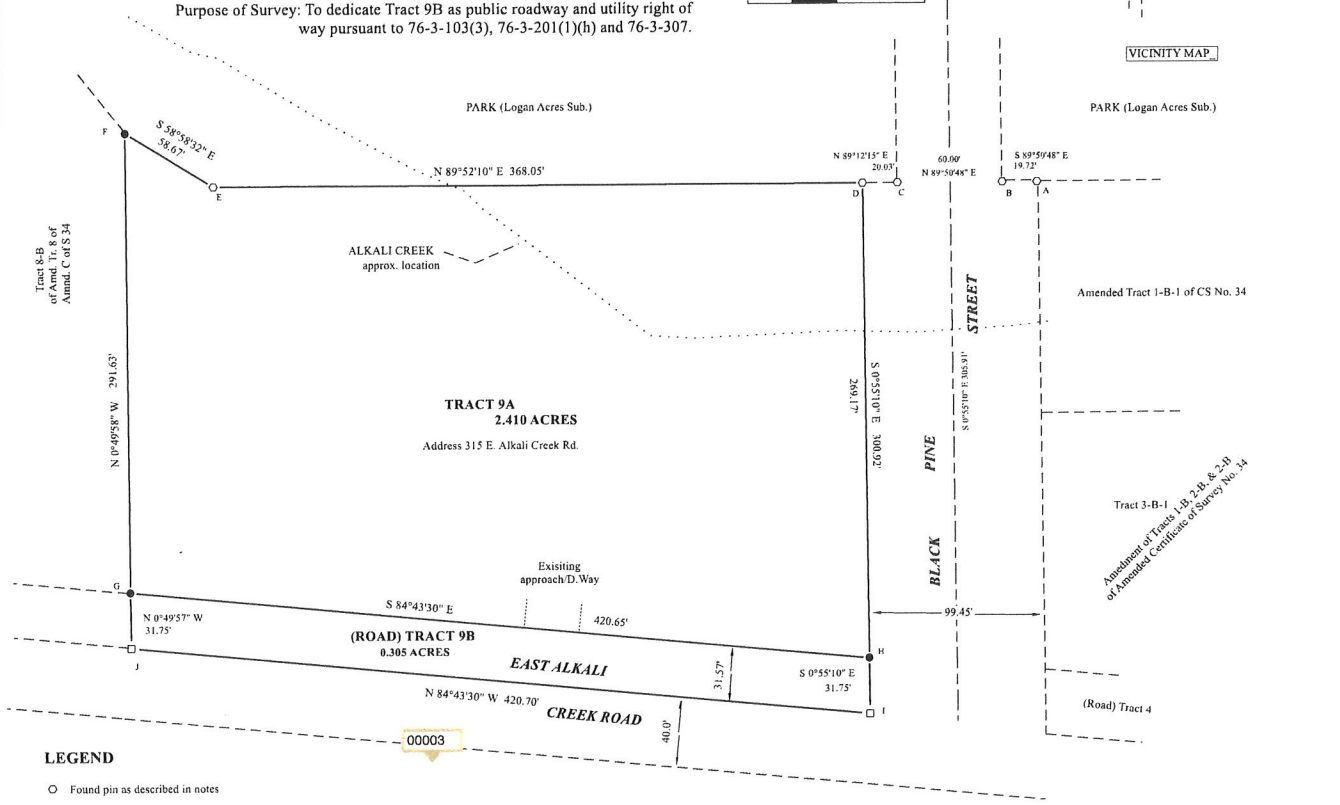
For: Rebecca B. Spencer

January 2026

By: Scott Bloomenrader, PLS

Purpose of Survey: To dedicate Tract 9B as public roadway and utility right of way pursuant to 76-3-103(3), 76-3-201(1)(h) and 76-3-307.





00003

LEGEND

- ○ Found pin as described in notes
- ● Set 5/8 in. rebar and 1 1/2 in Alum. cap stamped - BLOOMENRADER 9005LS
- □ No monument found or set, falls in pavement in East Alkali Creek Road

NOTES

A. Found 1&1/2 in. Alum. cap, corroded with no readable stamping is +/- 11 in. below surface.
B. Found a bent 5/8x18 in. rebar with a 1&1/2 in. Alum. cap stamped Eng. Inc. It was laying at an angle and was semi loose. Obviously has been disturbed. Straightened rebar and reset on line with caps at C & A, 19.72' from A and flush with ground surface.
C. Found 1&1/2 in. Alum. cap stamped Mueller, is +/- 12 in. below surface.
D. Found a 1in. O.D. pipe, +/- 12 in. below surface. SSE of pipe at about 1 ft. is a 2 1/2 in. pipe sent in cement. Pipe is a fence corner with fences running S. & W. Brought corner to surface by driving a 5/8 x18 in. rebar inside rebar, capped with a 1&1/2 Alum. cap. Is aproximately flush with surface.
E. Found 1 in O.D.pipe aprox. 0.2 ft. below surface and 3 ft. N of fence line.
F. Set a 5/8x18in. rebar and 1&1 2 in. Alum. cap. Is 2.3 ft. N. of NW cor. RR Tie fence post with fences running S and SE.
G. Set a 5/8x18 in. rebar and 1&1/2 in. Alum. cap. Is 3.7 ft S. and 0.3 ft. W of the SW edge of a corner post fence running N. and SE'ly. Is 3.5 ft. N.of brick retaining wall and sets over a cluster of buried utilities (phone, gas for sure by old flags).
H. Set 5/8 x 18 in. and 1&1/2 in, Alum. cap. Corner is 1.5 ft. WNW of NW cor. of a telephone pedestal, 8.2 ft from the NE cor. brick retaining wall, 7.4 ft. NE'ly of end of wood rail fence, and 13 ft. W'ly of a telephone manhole.
J. Falls in pavement of E. Alkali Creek road, nothing found or set.
I. As above.

OWNERS CERTIFICATION AND DEDICATION

I, Rebecca B. Spencer, owner of Tract 9 of Certificate of Survey No. 34 Am., Amending Tracts 5B, 6B,and 7B, located in the NE1/4SE1/4 of Section 28, T.1N., R.28E. P.M.M. Yellowstone County Montana has commisioned a survey to define a parcel of land to dedicate land for road right of way and utility use in conformance with 76-3-103(3) MCA, "dedication means the deliberate appropriation of land by an owner for any general and public use, reserving to the landowner no rights that are incompatible with the full exercise and enjoyment of the public use to which the property has been devoted", and 76-3-201(1) "Unless the method of disposition is adopted for the purpose of evading this chapter, the requirements of this chapter may not apply to any division of land that (1)(h) is created for rights of way or utility sites, a change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter.", and 76-3-307 "Donations or grants to public considered a grant to donee. Every donation or grant to the public, or to any person, society or corporation is considered to be a grant to the donee."

Said dedicated tract of land being Tract 9B as shown on this certificate ofsurvey and containing 0.305 acres.

_____
Rebbeca B. Spencer

00004

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____, 2026, before me a Notary Public in and for the State of Montana, pesonally appeared Rebecca B. Spencer, know to me to be the person who executed the within Certificate of Survey Owners Certificate and Dedication.

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

_____
Notary Public in and for the State of Montana

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

I, Scott Bloomenrader, Montana Registered Land Surveyor 9005LS, in January 2026, a survey was made by me, of a tract of land known as Tract 9 of Certificate of Survey No. 34 Amended amending Tracts 5B, 6B, and 7B, at the request of the owner thereof, and in conformance with the Montana Subdivision and Platting Act.; that monuments found and set are as shown on the plat, and said Tract contain 2.715 acres

_____
Scott Bloomenrader Mt., License No.9005LS
Date:_____

CERTIFICATE OF COUNTY TREASURER

I, hereby certify that all real property taxes and special assessments have been paid per 76-3-611(b)/76-3-207(3). M.C.A.
Date:_____

By:_____
Title:_____

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date:_____

Reviewed by:_____

ERRORS AND OMISSIONS REVIEW

00006

I, hereby certify that I have reviewed the hereto annexed plat for errors and omissions in calculations or drafting on this _____ day of _____, 2026.

_____
City Engineers Office

CLERK AND RECORDER

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Trailhead Subdivision - Preliminary Major Plat
PRESENTED BY: David Green
Department: Planning & Community Services
Presentation: No
Legal Review: No
Project Number: PZX-25-00181

RECOMMENDATION

The Planning Board is forwarding a recommendation of conditional approval to City Council for the preliminary plat of Trailhead Subdivision and to adopt the Findings of Fact as presented in the staff report.

EXECUTIVE SUMMARY

Trailhead Subdivision creates seven (7) lots to accommodate future commercial development. The property currently contains one existing structure, which was historically utilized as a convention center. The subject property is generally located south of Midland Road and east of Mullowney Lane.

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

On February 2, 2026, Performance Engineering applied for preliminary major plat approval for Trailhead Subdivision. The proposed subdivision creates seven (7) lots for future commercial development. There is one structure on the property that historically was used as a convention center. The subject property is generally located south of Midland Road and east of Mullowney Lane. The property is zoned CMU-2 -- Corridor Mixed Use 2.

VARIANCES REQUESTED

No variances from the City Subdivision Regulations have been requested.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.
1. To meet requirements of intersection contributions and for traffic safety, prior to final plat approval, the applicant will have MDT determination, based on the TIS the agent provides to MDT, on any contributions required for the intersection of Midland Road and Mullowney Lane.
2. To provide locations and safe delivery and retrieval of individual mail, prior to final plat approval, the applicant will coordinate with the USPS to determine location of Central Box Units and provide the correct amount of space for safely delivering the mail to the businesses.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting October 2, 2025
- Preliminary plat application submitted to Planning Division on February 2, 2026
- Departmental review meeting February 12, 2026
- Subdivision resubmittal February 19, 2026
- Planning Board plat review March 10, 2026
- Planning Board public hearing March 24, 2026
- Preliminary plat to City Council April 27, 2026
- 60 working-day preliminary plat review period ends April 28, 2026

PLAT INFORMATION

General location:	South of Midland Road and east of Mullowney Lane
Legal Description:	Parcel 5A of Amended Certificate of Survey 1091
Owner/Subdivider:	Tropicana Inn-Vestments 2.0 LLC
Engineer and Surveyor:	Performance Engineering
Existing Zoning:	CMU - 2
Existing land use:	Old parking lot and one existing building

Proposed land use:	Commercial
Gross and Net area:	11.12 acres / 11.12 acres
Proposed number of lots:	7
Lot size:	Max: 3.32 acres Min: 0.85 acres
Parkland requirements:	Parkland dedication is not required for a commercial subdivision

Traffic Impact Study overview:
The applicant has provided a traffic study for the proposed commercial development. There were four (4) intersections studied as required by City of Billings Engineering.
1 - King Ave, W, and Laurel Rd
2 - I-90 and the nearby two exits
3 - Midland Rd and Mullowney Ln.
4 - Midland Rd and S Billings Blvd.

Critical Volume %

Intersection	AM	PM	Highest
3. Mullowney at Midland	9.8%	19.2%	19.2%
4. South Billings Blvd at Midland	2.1%	3.1%	3.1%
		Total:	22.3%

Intersections 1 and 2 did not change enough with the anticipated increase to meet the minimum 2% threshold requiring contributions. Intersections 3 and 4 did go over the 2% threshold requiring the applicant to make contributions at those two intersections. Contributions will be made at final plat at the current cost of the intersection improvements.

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

STAKEHOLDERS
PLANNING BOARD PUBLIC HEARING MEETING -- MARCH 24, 2026
At the public hearing meeting held March 24, 2026, staff gave a brief presentation of the proposed Trailhead Subdivision to the Planning Board. After the presentation, staff stood to answer questions the board may have about the proposed subdivision. One board member asked if the existing building would be staying. Staff clarified that the building would be staying. As a follow-up, the board asked what was planned for the property. Craig Dalton, agent, replied that there are no definitive plans for the property at this time. Another question was about fire hydrants and access for emergency services. Staff responded that during the master site plan process internal roads and emergency service provisions would be required and designed.

The public hearing was opened. There was no one from the public wishing to speak about the proposed subdivision. The public hearing was closed, a motion was made by Board Member Ronquillo and seconded by Board Member Stephenson to recommend conditional approval of the subdivision and adoption of the Findings of Fact. The motion was passed unanimously.

ALTERNATIVES
In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on April 28, 2026. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:
1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

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

Attachments

Findings of Fact
Proposed Plat
Draft SIA
Mayors Letter

FINDINGS OF FACT

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

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

1. Effect on agriculture and agricultural water user facilities

The subject property has not been used for agricultural purposes for quite some time. Most recently it has been used for a hotel and convention center. The hotel has been owned by a few different firms over the past 10 years. The convention center has not been actively used for a few years now. There are no ditches that run through this project. The subdivision should have no effect on agricultural water users' facilities. There is a paragraph in the SIA under the heading Property Conditions and Information for Lot Purchasers alerting property owners of the potential for wildlife in the area.

2. Effect on local services

Utilities – Water service will be provided by the City of Billings. Service to the subdivision will be provided from a 12-inch water main stub located at Midland Road. There is an existing connection for the existing building on lot 7. Additional connections will be coordinated with the developments and the City of Billings Engineering department.

Any additional fire hydrants needed, will be installed as required by the City Fire Department.

Sanitary sewer service to the subdivision will be from the existing 8-inch and 10-inch Sanitary sewer stub located in Midland Road.

The subdivider will install all new water lines and sewer lines in accordance with design standards, specifications, rules, and regulations of the City of Billings Engineering/Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities.

Private utilities are available to the proposed subdivision as they go past the frontage to other developments along Midland Road. Extension of the private utilities will be the responsibility of each development as they build in the subdivision. The private utilities will be installed in easements, created when they are determined for the development being proposed for each lot, and as requested by the utility companies.

Stormwater – All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall satisfy the criteria set forth

by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

a. **Solid Waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this subdivision.

b. **Streets** – This subdivision will not be creating any new streets. The subdivision is designed as a commercial development with internal circulation through the parking lot.

The development has frontage on Midland Road. Midland Road has the correct dedication for the road and is developed at this time with curb and gutter. There is a 5-foot-wide boulevard and sidewalk on the north side of the road. On the south side there is a multi-use trail with a boulevard separating the road and the trail. No additional improvements will be required by the subdivider.

Traffic Impact Study overview:

The applicant has provided a traffic study for the proposed commercial development. There were 4 intersections studied as required by City of Billings Engineering; 1 - King and Laurel Road, 2 - I-90 and the two exits, 3 - Midland Road and Mullowney and 4 - Midland Road and South Billings Boulevard.

Intersections 1 and 2 did not change enough with the anticipated increase to meet the minimum 2% threshold requiring contributions. Intersections 3 and 4 did go over the 2% threshold requiring the applicant to make contributions at those two intersections. Contributions will be made at final plat at the current cost of the intersection improvements.

Exhibit 13 shows the incremental intersection cost participation for the new trips associated with each of the two project phases, am and pm, and the cost share calculation. As shown in the table, neither of the intersections examined would qualify for the "sub-2%" waiver.

Exhibit 13. Intersection Cost Participation

	Critical Volume %		
Intersection	**AM**	**PM**	**Highest**
3. Mullowney at Midland	9.8%	19.2%	19.2%
4. South Billings Blvd at Midland	2.1%	3.1%	3.1%
		Total:	**22.3%**
	x $450,000		**$100,350**

The traffic study also has to be reviewed by MDT. During their review process they will be determining any contribution that needs to be made, if any, at the intersection of Mullowney Lane and Midland Road. Should MDT determine a need for a contribution or no contribution, this will be determined before final plat. **(Condition #1)**

Street lighting is not required for commercial subdivision. Street lights do exist within the public right-of-way adjacent to the subdivision along Midland Road. The existing parcel is part of the Street Light District, number 324. No additional street lighting is proposed for the development.

c. **Emergency Services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The police department comments that continued annexation and development without commensurate resources has adversely affected our ability to deliver service. The fire station that provides service for this area is Fire Station #5, it is located at 605 S 24th Street West. The subdivision is located within the ambulance service area of American Medical Response (AMR).

d. **Schools** – Schools will not be affected by the proposed subdivision because it is a commercial subdivision and will not have any homes with children needing school services.

e. **Parks and Recreation** – This subdivision is not required to provide parkland. Commercial subdivisions are not required to provide any parkland.

f. **Mail Delivery -** The developer shall coordinate with the United States Postal Service to determine the location of the Central Box Units for mail delivery within this subdivision. **(Condition #2)**

g. **Phasing of Development** – This subdivision will not be developed in phases.

3. Effect on the natural environment

The subject property is currently vacant former convention center and hotel parking lot. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

4. Effect on wildlife and wildlife habitat

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

5. Effect on public health, safety and welfare

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

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

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

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

1. City of Billings 2016 Growth Policy

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

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

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.

Infill development and development near existing City infrastructure may be the most cost effective.

Mobility and Access (transportation choices in places where goods and services are accessible to all):

Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings

Prosperity (promoting equal opportunity and economic advancement)

Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses

3. 2023 Billings Urban Area Long Range Transportation Plan

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

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

The proposed subdivision has an existing 10-foot-wide multi-use trail along the frontage of Midland Road. No additional trails are required with this subdivision.

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

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

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

The subject property is located within CMU-2 – Corridor Mixed Use 2. The lot frontages conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

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

The subdivider will provide utility easements as requested by private utility companies on the face of the plat.

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

Legal and physical access to the subdivision will be provided from Midland Road. All internal parking lot circulation streets will provide access to individual lots.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Trailhead Subdivision, does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

The Planning Board recommends to City Council that the preliminary plat of Trailhead Subdivision, be conditionally approved and the Findings of Fact adopted as presented in the staff report.

Approved by the Billings City Council, April 27, 2026

_____

Mike Nelson, Mayor

PRELIMINARY PLAT OF

TRAILHEAD SUBDIVISION

BEING LOTS 4A & 5A OF THE AMENDED TRACTS 4 & 5 OF CERTIFICATE OF SURVEY NO. 1091
LOCATED IN THE S 1/2 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 01 SOUTH, RANGE 26 EAST, P.M.M.,
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

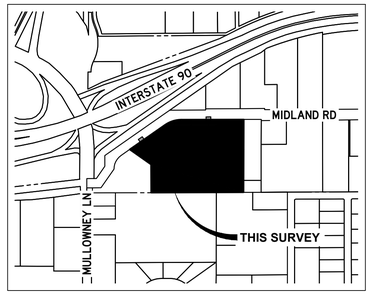
PREPARED FOR : TROPICANA INN-VESTMENTS 2.0, LLC

PREPARED BY : PERFORMANCE ENGINEERING, LLC

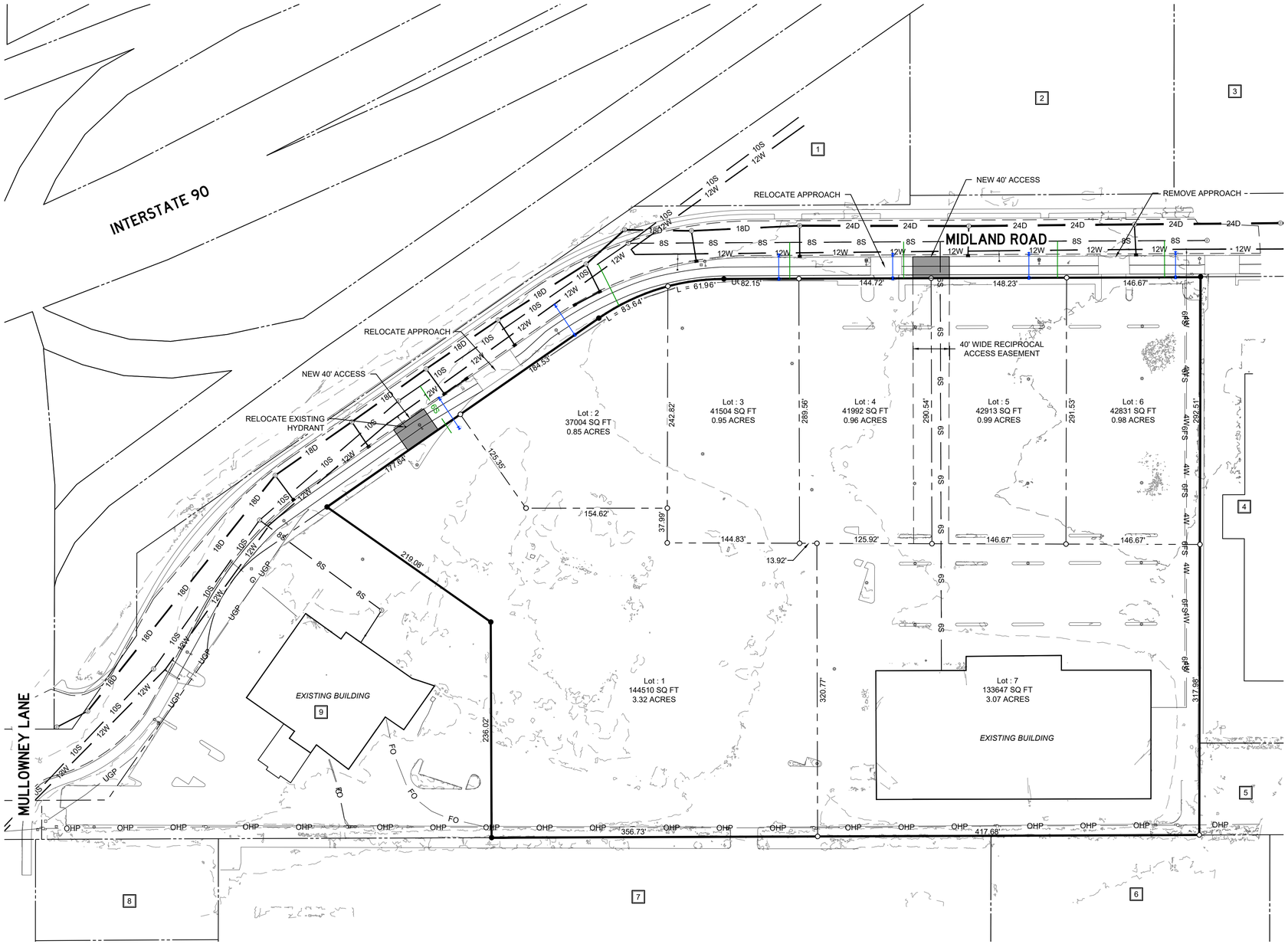
TOTAL AREA OF SUBDIVISION : ± 11.12 ACRES

LEGEND

- PROPERTY CORNER, FOUND AS DESCRIBED
- PROPERTY CORNER, SET 5/8" REBAR W/ CAP MARKED "51414LS"
- SURVEY BOUNDARY
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- RIGHT-OF-WAY LINE



VICINITY MAP
NOT TO SCALE



SITE DATA	
GROSS AREA	11.12 ACRES
NET AREA	11.12 ACRES
LOT COUNT	7
MAX. LOT AREA	3.32 ACRES
MIN. LOT AREA	0.85 ACRES
ZONING	CMU 2 - CORRIDOR MIXED USE 2
PARKLAND REQUIRED	NONE

ADJOINING PROPERTY OWNER INFORMATION

1. MAGGA, LLC
5435 MIDLAND ROAD
BILLINGS, MT 59101

2. BIG SKY HOTELS, LLC
C/O STEPHEN CRANSTON, CPA
1345 MULLOWNEY LANE
BILLINGS, MT 59101

3. STEVEN A KENNEY & DEAN A LUPTAK
2237 S 45TH STREET W
BILLINGS, MT 59106

4. RELIANSE MT, LLC
400 REDHEAD COURT
MCKINNEY, TX 75072

5. CHARLES W LOVERIDGE & MEGAN CLANCY-LOVERIDGE
1206 CORDOVA STREET
BILLINGS, MT 59101

6. LOVE PROPERTIES, LLP
PO BOX 31234
BILLINGS, MT 59107

7. BHCC II, INC.
C/O RON & JEFF MURI
1223 MULLOWNEY LANE
BILLINGS, MT 59101

8. APPLE FRITTER, LLC
10771 US HIGHWAY 287
THREE FORKS, MT 59752

9. TROPICANA INN-VESTMENTS 2.0, LLC
16114 E INDIANA AVENUE
SPOKANE VALLEY, WA 99216

BASIS OF BEARINGS

Bearings shown on this plat are derived from a low distortion Lambert Conformal Conic single parallel projection with parameters as follows:

Latitude of Origin: 45° 47' 00" N
Longitude of Origin: 108° 25' 00" W
Mapping Scale Factor: 1.0001515

Distances are ground.

0 60 120
IN FEET

SHEET 1 OF 1

PE STANDARD.CTB
2/17/2026 1:39:26 PM
Z:\Tropicana Investments\2025-065 Trailhead Subdivision\CAD\DWG\Plat\25-065 Prelim Plat.dwg

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

Trailhead Subdivision

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(City of Billings)

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

Trailhead Subdivision

This agreement is made and entered into this ____ day of _____, 20__, by and between *Tropicana Inn-Vestments 2.0, LLC*, whose address for the purpose of this agreement is **16114 E. Indiana Ave, Suite 200, Spokane Valley, WA 99216**, hereinafter referred to as "Subdivider," and **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of *Trailhead Subdivision*, located in Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of *Trailhead Subdivision*; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the City Council conditionally approved a preliminary plat of *Trailhead Subdivision*; and

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

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

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

I. VARIANCES

A. Subdivider has requested, and the City hereby grants, the following variances by City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1101, BMCC):

1. No variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

- All public right-of-way for surrounding streets has been dedicated. No additional right-of-way dedication is required.

- All public roadways adjacent to the Subdivision have been completed as part of previous projects. No additional public street improvements are required by the Subdivider.

- All private internal access roads and site improvements within the Subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, and the City of Billings Stormwater Management Manual.

- A traffic accessibility study has been completed for the *Trailhead Subdivision.* All required intersection improvement contributions are identified herein shall be completed by the Lot Owners at the Owner's expense at the time of lot development. The percentage of traffic contributions to the following intersections shall be in accordance with the traffic accessibility study:

Intersection	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Total
Mullowney and Midland	9.22%	1.07%	1.07%	1.07%	1.07%	1.07%	4.63%	**19.2%**
South Billings Blvd and Midland	1.50%	0.17%	0.17%	0.17%	0.17%	0.17%	0.75%	**3.1%**
Subtotal	**10.71%**	**1.24%**	**1.24%**	**1.24%**	**1.24%**	**1.24%**	**5.38%**	**22.3%**

The cash contributions shall be based on the percentage of traffic contributions to the intersections based on the total cost of an intersection as determined by City Engineering for the year in which the contribution is made.

B. Sidewalks

- The 10-foot-wide multi-use path located within the public right-of-way adjacent to the Subdivision has been constructed as part of previous projects. No additional sidewalks are required by the Subdivider.

- Subdivision is responsible for maintaining the 10-foot multi-use path adjacent to the development.

C. Street Lighting

- Streetlights exist within the public right-of-way adjacent to the Subdivision along Midland Road. The existing parcel is part of Street Light District Number 324. No additional street lighting is proposed for the development.

D. Traffic Control Devices

- The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and approved by the City of Billings Public Works Department.

E. Access

- The Subdivision will be accessed off Midland Road. Access off Midland Road will be provided via two (2) 40-foot-wide shared accesses at the locations identified on the plat.

- A site vision analysis shall be completed for the western approach at the time of lot development.

F. Billings Area Bikeway and Trail Master Plan

- The Subdivision is within the Billings Area Bikeway and Trail Master Plan. A 10-foot-wide multi-use trail was previously constructed within the public right-of-way adjacent to the Subdivision. No additional improvements are required.

G. Public Transit

- MET Transit provides services along Midland Road with a stop located along the frontage of the Subdivision. No improvements are required to ensure public transit service.

IV. EMERGENCY SERVICE

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

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

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

VI. UTILITIES

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

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

Service connections to the existing public water and sanitary sewer mains within Midland Road shall be completed at the time of lot development for Lots 1 – 6. Water and sanitary sewer services exist for Lot 7.

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

A. Water

- The Subdivision will be serviced by an existing 12-inch water main located in Midland Road.

B. Sanitary Sewer

- The Subdivision will be serviced by existing 8-inch and 10-inch sanitary sewer mains located in Midland Road.

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 right-of-way and utility easements shown on the plat.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed *Trailhead Subdivision* as all parcels in the subdivision are nonresidential [MCA 76-3-621(3)(b)].

VIII. IRRIGATION

No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

IX. SOILS/GEOTECHNICAL STUDY

A soils/geotechnical study has been performed for the subdivision. A copy of this report is included as part of the infrastructure permitting documents and made public record through the Engineering Department. Lot owners and contractors/builders are encouraged to review the report and its recommendations or complete a site-specific geotechnical investigation.

X. PHASING OF IMPROVEMENTS

The Subdivision is not proposed to be constructed in phases.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender, or by SID. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private

contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two (2) years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER" *Tropicana Inn-Vestments 2.0, LLC*

By: _____

Title: _____

STATE OF)
: ss
County of)

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 *Tropicana Inn-Vestments 2.0, LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

_____
Notary Public in and for the State of
Printed Name: _____
Residing at: _____
My commission expires: _____

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20__.

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

Waiver of Right to Protest
FUTURE SPECIAL IMPROVEMENTS DISTRICTS

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

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

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

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

Trailhead Subdivision

Signed and dated this _____ day of _____, 20__.

Tropicana Inn-Vestments 2.0, LLC

By:_____

Title:_____

STATE OF)
: ss
County of)

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 *Tropicana Inn-Vestments 2.0, LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

_____
Notary Public in and for the State of
Printed Name: _____
Residing at: _____
My commission expires: _____

Billings
MAYOR'S OFFICE

Mike Nelson, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

April 27, 2026

Craig Dalton
Performance Engineering
3412 Colton Blvd
Billings, MT 59102

Dear Applicant/Engineer:

On April 27, 2026, the Billings City Council conditionally approved the preliminary plat of Trailhead Subdivision, subject to the following conditions of approval:

1. To meet requirements of intersection contributions and for traffic safety, prior to final plat approval, the applicant will have MDT determination, based on the TIS the agent provides to MDT, on any contributions required for the intersection of Midland Road and Mullowney Lane.

2. To provide locations and safe delivery and retrieval of individual mail, prior to final plat approval, the applicant will coordinate with the USPS to determine location of Central Box Units and provide the correct amount of space for safely delivering the mail to the businesses.

3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

4. The final plat shall comply with all requirements of the City of Billings Subdivision regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

_____
Mike Nelson, Mayor

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Howard Billings Industrial Subdivision, Final Major Plat
PRESENTED BY: David Green
Department: Planning & Community Services
Presentation: No
Legal Review: No
Project Number: PZX-22-00183-01

RECOMMENDATION
Staff recommends the City Council approve the final plat of Howard Billings Industrial Subdivision.

EXECUTIVE SUMMARY
On March 31, 2026, Stahly Engineering submitted a request for final plat approval for the Howard Billings Industrial Subdivision, located west of Mullowney Lane and south of South Frontage Road. The property is zoned Heavy Commercial (CX) and received preliminary plat approval on July 24, 2023. The proposed subdivision consists of 40 lots intended for commercial development and represents the final plat of the Howard Billings Industrial Subdivision project.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
On March 31, 2026, Stahly Engineering applied for final plat approval for Howard Billings Industrial Subdivision. The subject property is generally located west of Mullowney Lane and south of South Frontage Road. The property is zoned Heavy Commercial (CX). This plat received preliminary approval on July 24, 2023. This subdivision creates 40 lots for commercial development. This is the final filing of the Howard Billings Industrial Subdivision.

Staff finds the final plat meets the criteria outlined in MCA 76-3-611 above and the final plat is in compliance with the requirements of state statutes, conditions of approval and local regulations. City Council should approve the final plat.

FISCAL EFFECTS
The final plat of this subdivision will have no financial impact on the Planning Division.

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

ALTERNATIVES
The City Council may approve or deny the final plat of the Howard Billings Industrial Subdivision. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:

MCA 76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:
(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and
(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

Staff finds the final plat meets the criteria outlined in MCA 76-3-611 above and the final plat is in compliance with the requirements of state statutes, conditions of approval and local regulations. City Council should approve the final plat.

Attachments

Final Plat
Final SIA
Conditions of Approval

PZX-22-00153-01

HOWARD BILLINGS INDUSTRIAL SUBDIVISION

A SUBDIVISION OF LOT 1-A OF THE AMENDED PLAT OF LOTS 1 AND 2, BLOCK 1 OF THE ZEILER SUBDIVISION, DOCUMENT NO. 4054957
LOCATED WITHIN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 26 EAST, P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

DATE OF SURVEY
MAY 2025

BASIS OF BEARING
BILLINGS RMTCS LDP

OWNERS OF THE TRACTS
SLH INDUSTRIAL, LLC

LOT AREA INFORMATION		
TYPE	NUMBER OF LOTS/TRACTS	AREA(AC.)
COMMERCIAL	40	48.06
UTILITY (LOT 1, BLOCK 1	1	0.75
RIGHT-OF-WAY	–	10.56
TOTAL	–	59.37

RESTRICTIVE COVENANTS
RESTRICTIVE COVENANTS EXIST FOR THE LAND WITHIN THIS SUBDIVISION AND ARE RECORDED IN

BOOK_____, PAGE_____, ON FILE AT THE YELLOWSTONE COUNTY CLERK AND RECORDER'S OFFICE.

CERTIFICATE OF SURVEYOR
I, THE UNDERSIGNED, CHRISTOPHER W. KOSINE, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT DURING MAY 2025, I SUPERVISED THE SURVEY, PLATTING, AND DESCRIBING OF THE PARCELS AS SHOWN ON THE ACCOMPANYING PLAT AND PLATTED IN ACCORDANCE WITH THE PROVISIONS OF THE MONTANA SUBDIVISION AND PLATTING ACT, SECTION 76-3-101 THROUGH 76-3-625, MCA, AND THE YELLOWSTONE COUNTY SUBDIVISION REGULATIONS.

DATED THIS 12th DAY OF March, 2026.

Christopher W. Kosine
CHRISTOPHER W. KOSINE, PLS
MONTANA REG. NO. 41478

MONTANA
CHRISTOPHER W. KOSINE 41478LS LICENSED
PROFESSIONAL LAND SURVEYOR

ERRORS AND OMISSIONS REVIEW
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT FOR ERRORS AND OMISSIONS IN COMPUTATIONS AND DRAFTING AND FIND THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF THE LAWS OF THE STATE OF MONTANA, AND THAT SAID PLAT CONFORMS TO THE ADJOINING ADDITIONS AND PLATS OF THE CITY OF BILLINGS ALREADY PLATTED AS NEARLY AS CIRCUMSTANCES WILL PERMIT.

THIS ____ DAY OF _____, 20____.

_____
EXAMINING LAND SURVEYOR

REG. NO. _____

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:SS
COUNTY OF YELLOWSTONE)

I, THE UNDERSIGNED OWNER OF THE FOLLOWING DESCRIBED PROPERTY, DO HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED, SUBDIVIDED, AND PLATTED INTO LOTS, BLOCKS, AND STREETS AS SHOWN BY THE PLAT HERETO ANNEXED THE FOLLOWING DESCRIBED TRACT OF LAND IN THE CITY BILLINGS, YELLOWSTONE COUNTY, MONTANA, TO WIT:

LOT 1-A OF BLOCK 1 OF THE AMENDED PLAT OF LOTS 1 AND 2, BLOCK 1 OF ZEILER SUBDIVISION, DOCUMENT NUMBER 4054957, RECORDS, YELLOWSTONE COUNTY, MONTANA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 26 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA.

THE ABOVE DESCRIBED TRACT OF LAND IS TO BE KNOWN AS THE HOWARD BILLINGS INDUSTRIAL SUBDIVISION. THE LANDS SHOWN ON THIS PLAT AS BEING DEDICATED TO THE USE OF THE PUBLIC, INCLUDING STREETS, AND OTHER PUBLIC IMPROVEMENTS, IS HEREBY DEDICATED, GRANTED AND DONATED TO THE CITY OF BILLINGS FOR SUCH USE.

CERTIFICATE OF EXCLUSION FROM D.E.Q. REVIEW
I, THE UNDERSIGNED OWNER OF THE PROPERTY HEREIN DESCRIBED, HEREBY CERTIFY THAT LOTS CREATED BY THIS SUBDIVISION PLAT ARE EXEMPT FROM D.E.Q. REVIEW IN ACCORDANCE WITH 76-4-125(1)(d)(i), M.C.A. BECAUSE THE PLAT IS INSIDE A MASTER PLANNING AREA AND SAID LOTS WILL BE PROVIDED WITH MUNICIPAL FACILITIES FOR THE SUPPLY OF WATER AND THE DISPOSAL OF SEWAGE AND SOLID WASTE.

DATED THIS 23rd DAY OF MARCH, 20 26.

BRADLEY HOWARD, MANAGER, SLH INDUSTRIAL LLC

STATE OF CALIFORNIA)
:SS
COUNTY OF LOS ANGELES)

ON THIS 23rd DAY OF March, ~~2025~~ 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED BRADLEY HOWARD, MANAGER, SLH INDUSTRIAL LLC, KNOWN TO ME TO BE THE PERSON WHO SIGNED THE FORGOING INSTRUMENT. WITNESS MY HAND AND SEAL THE DAY AND YEAR HEREIN ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

TAWNY LE WATTLES
Notary Public - California
Los Angeles County
Commission # 2428313
My Comm. Expires Nov 25, 2024

CERTIFICATE OF COUNTY TREASURER
I HEREBY CERTIFY, PURSUANT TO SECTION 76-3-611(1)(b), AND 76-3-207(3), MCA, THAT NO REAL PROPERTY TAXES ASSESSED AND LEVIED ON THE LAND DESCRIBED ON THIS FINAL PLAT AND ENCOMPASSED BY THE PROPOSED SUBDIVISION ARE DELINQUENT.

DATED THIS ____ DAY OF _____, 20____.

_____
TREASURER, YELLOWSTONE COUNTY, MONTANA

CERTIFICATE OF CITY ENGINEER'S OFFICE
I HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING PLAT CONFORMS WITH SECTION 76-4-125(1)(d)(i), MCA, FOR THE REMOVAL OF SANITARY RESTRICTION SINCE THE PLAT IS INSIDE A MASTER PLANNING AREA AND SAID LOTS WILL BE PROVIDED WITH MUNICIPAL FACILITIES FOR THE SUPPLY OF WATER AND THE DISPOSAL OF SEWAGE AND SOLID WASTE.

IN WITNESS WHEREOF, I HAVE EXECUTED THIS CERTIFICATE OF APPROVAL

DATED THIS ____ DAY OF _____, 20____.

_____
CITY ENGINEER'S OFFICE

CERTIFICATE OF ATTORNEY
THIS DOCUMENT HAS BEEN REVIEWED BY THE CITY ATTORNEY'S OFFICE AND IS ACCEPTABLE AS TO FORM.

DATED THIS ____ DAY OF _____, 20____.

REVIEWED BY: _____

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
:SS
COUNTY OF YELLOWSTONE)

WE HEREBY CERTIFY THAT WE HAVE EXAMINED THE ANNEXED AND FOREGOING PLAT OF THE HOWARD BILLINGS INDUSTRIAL SUBDIVISION AND FIND THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF THE LAWS OF THE STATE OF MONTANA, AND THE REQUIREMENTS OF THE YELLOWSTONE COUNTY BOARD OF PLANNING. IT IS THEREFORE APPROVED AND THE DEDICATION TO PUBLIC USE OF ANY AND ALL LANDS SHOWN ON THIS PLAT AS BEING DEDICATED TO SUCH USE ARE ACCEPTED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND THE SEAL OF THE CITY OF BILLINGS, MONTANA.

_____
MAYOR, CITY OF BILLINGS

DATED THIS _____ DAY OF _____, 20____.

_____
CITY CLERK, CITY OF BILLINGS

DATED THIS _____ DAY OF _____, 20____.

NOTICE OF APPROVAL
STATE OF MONTANA)
:SS
COUNTY OF YELLOWSTONE)

THIS PLAT HAS BEEN APPROVED FOR FILING BY THE YELLOWSTONE COUNTY BOARD OF PLANNING AND CONFORMS TO THE RECOMMENDATIONS OF THIS BOARD.

_____
PRESIDENT

DATED THIS 3 DAY OF APRIL, 20 26.

_____
EXECUTIVE SECRETARY

DATED THIS _____ DAY OF _____, 20____.

BILLINGS - YELLOWSTONE COUNTY BOARD OF PLANNING
MONTANA
SEAL

STAHLY ENGINEERING & ASSOCIATES, INC.
STAHLY ENGINEERING & ASSOCIATES
PROFESSIONAL ENGINEERS & SURVEYORS
www.seaeng.com
2223 MONTANA AVE.STE. 201
BILLINGS, MT 59101
Phone:(406)601-4055
BOZEMAN Phone:(406)522-9526
CODY Phone:(307)509-5541
GREAT FALLS Phone:(406)604-4644
HELENA Phone:(406)442-8594

SUBDIVISION PLAT

COUNTY: YELLOWSTONE
PRINCIPAL MERIDIAN, MONTANA

1/4	SEC	T	R	1/4	SEC	T	R
X	18	1S	26E				

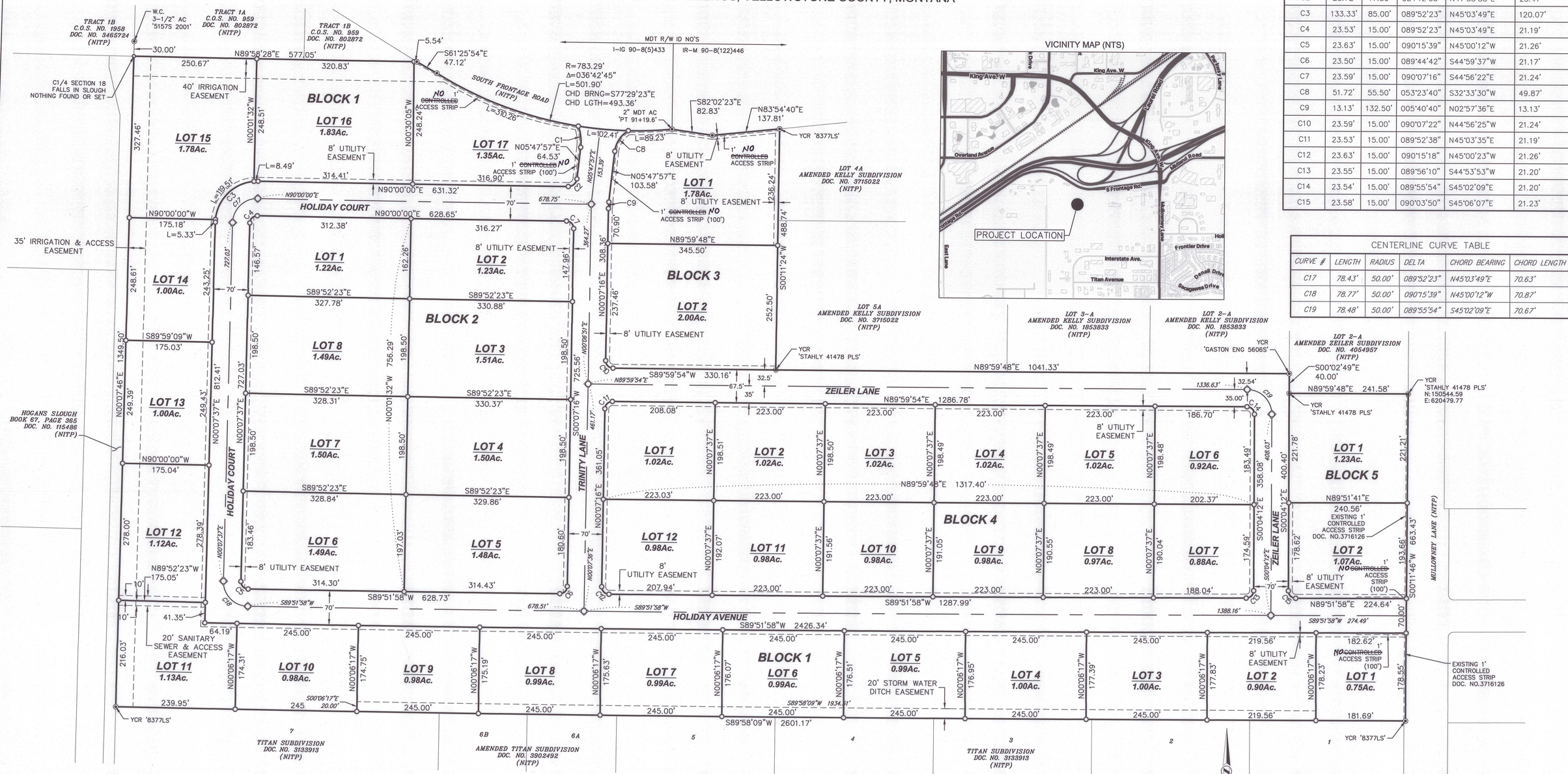
FIELD: CWK
DRAWN: RJS
CHECKED: _
DATE: 3/10/2026

SHEET
1 OF 2

\\stahly\PROJECTS\3355_SLH LLC\-00122_Zeiler_Major_Subdivision_Feasibility_Analysis\DWG\Survey\3355-00122_FP.dwg, FP Sheet 1, Plotted: Mar 10, 2026 - 11:11am

HOWARD BILLINGS INDUSTRIAL SUBDIVISION

A SUBDIVISION OF LOT 1-A OF THE AMENDED PLAT OF LOTS 1 AND 2, BLOCK 1 OF THE ZEILER SUBDIVISION, DOCUMENT NO. 4054957
LOCATED WITHIN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 26 EAST, P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA



VICINITY MAP (NTS)

PARCEL CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	43.53'	94.00'	026°31'59"	N07°24'20"W	43.14'
C2	25.72'	17.50'	084°12'03"	N47°53'58"E	23.47'
C3	133.33'	85.00'	089°52'23"	N45°03'49"E	120.07'
C4	23.53'	15.00'	089°52'23"	N45°03'49"E	21.19'
C5	23.63'	15.00'	090°15'39"	N45°00'12"W	21.26'
C6	23.50'	15.00'	089°44'42"	S44°59'37"W	21.17'
C7	23.59'	15.00'	090°07'16"	S44°56'22"E	21.24'
C8	51.72'	55.50'	053°23'40"	S32°33'30"W	49.87'
C9	13.13'	132.50'	005°40'40"	N02°57'36"E	13.13'
C10	23.59'	15.00'	090°07'22"	N44°56'25"W	21.24'
C11	23.53'	15.00'	089°52'38"	N45°03'35"E	21.19'
C12	23.63'	15.00'	090°15'18"	N45°00'23"W	21.26'
C13	23.55'	15.00'	089°56'10"	S44°53'53"W	21.20'
C14	23.54'	15.00'	089°55'54"	S45°02'09"E	21.20'
C15	23.58'	15.00'	090°03'50"	S45°06'07"E	21.23'

CENTERLINE CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C17	78.43'	50.00'	089°52'23"	N45°03'49"E	70.63'
C18	78.77'	50.00'	090°15'39"	N45°00'12"W	70.87'
C19	78.48'	50.00'	089°55'54"	S45°02'09"E	70.67'

LEGEND

SURVEYED BOUNDARY	
EASEMENT (AS NOTED)	
FOUND 5/8" REBAR OR OTHERWISE NOTED	
SET YCR MARKED 'STAHLY 41478 PLS'	
SET BRASS CAP IN MONUMENT BOX MARKED 'STAHLY 41478 PLS'	
XX.XX'(M)	MEASUREMENT THIS SURVEY
XX.XX'(R)	MEASUREMENT OF RECORD – AMENDED ZIELER SUBDIVISION DOC. NO. 4054957
W.C.	WITNESS CORNER
YCR	YELLOW CAPPED REBAR
AC	ALUMINUM CAP
(NITP)	NOT INCLUDED IN THIS PLAT

BILLINGS RMCRS LDP:
LAMBERT CONFORMAL CONIC PROJECTION
NAD 83(2011)
STANDARD PARALLEL & GRID ORIGIN: 45°47'00"N
CENTRAL MERIDIAN: 108°25'00"W
FALSE NORTHING: 50,000.000m (164,042 Inft)
FALSE EASTING: 200,000.000m (656,168 Inft)
STANDARD PARALLEL SCALE: 1.0001515 (exact)
VERTICAL DATUM: NAVD88 (GEOID12A)
(SEE NORTHEAST CORNER OF LOT 1 BLOCK 5 FOR COORDINATE REFERENCE)

SCALE IN FEET
0 100' 200'
1" = 100'

STAHLY ENGINEERING & ASSOCIATES, INC.
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CODY Phone:(307)509-5541
GREAT FALLS Phone:(406)604-4644
HELENA Phone:(406)442-8594

SUBDIVISION PLAT

COUNTY: YELLOWSTONE
PRINCIPAL MERIDIAN, MONTANA

1/4	SEC	T	R	1/4	SEC	T	R
X	18	1S	26E				

FIELD: CWK
DRAWN: RJS
CHECKED: _
DATE: 3/10/2026

SHEET 2 OF 2

\\stahly\PROJECTS\3355_SLH LLC_00122_Zeiler_Major_Subdivision_Feasibility_Analysis\DWG\Survey\3355-00122_FP.dwg, FP Sheet 2, Plotted: Mar 10, 2026 - 4:54pm

Remit to:
SLH Industrial LLC
1819 West Olive Avenue
Burbank, CA 91506

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

Howard Billings Industrial Subdivision
City of Billings, Montana

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Remit to:
SLH Industrial LLC
1819 West Olive Avenue
Burbank, CA 91506

SUBDIVISION IMPROVEMENTS AGREEMENT

Howard Billings Industrial Subdivision

This agreement is made and entered into this _____ day of_____ , 2026, by and between **SLH Industrial, LLC**, whose address for the purpose of this agreement is 1819 W. Olive Ave. Burbank, CA 91506-2435, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on 27th day of June , 2023, the Board of Planning recommended conditional approval of a preliminary plat of Howard Billings Industrial Subdivision; and

WHEREAS, at a regular meeting conducted on 24th day of July , 2023, the City Council conditionally approved a preliminary plat of Howard Billings Industrial Subdivision; and

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

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

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

I. VARIANCES

A. Subdivider is requesting a variance from City of Billings Subdivision Regulations Section 23-406 Streets and Roads- Section A.1 Relation to Undeveloped Areas.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

The streets within the subdivision will be installed within a 70-foot right-of-way dedicated to the public.

The internal subdivision streets will be completed as Commercial Local Access. Each street will have 41-foot-wide back of curb to back of curb section, 5-foot-wide sidewalk will be installed on both sides of the streets.

B. Sidewalks

5' wide boulevard sidewalks will be installed along interior streets by the lot owners at the time the individual lots are developed.

At intersections, ADA compliant curb ramps will be installed with truncated domes and 5' landings at either end of the ramps.

C. Street Lighting

There is no street lighting required or proposed for the subdivision, however street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

Stop signs/street signs will be installed at the intersections of Holiday Ave and Mullowney Lane; South Frontage Road and Leith Trail. Yellow curb paint will also be installed at these intersections to ensure adequate site distances are maintained.

At interior street intersections, street signs will be installed.

E. Access

Legal access to the subdivision is provided via City of Billings public right-of-way off of Mullowney Lane and Montana Department of Transportation right-of-way off of South Frontage Road. The streets within the subdivision are 70-foot rights-of-way dedicated to the City of Billings.

A no access strip shall be placed on lots that have a lot line in common with the road edges of Mullowney Lane and South Frontage Road. Lot 1, Block 1 and Lot 2, Block 5 shall have a no access strip placed on them from Mullowney Lane going west for 100 feet. Lot 17, Block 1, and Lot 1, Block 3 shall have a no access strip placed on them from South Frontage Road going south 100 feet.

F. Billings Area Bikeway and Trail Master Plan

This subdivision is within the Billings Area Bikeway and Trail Master Plan study area.

The plan shows a multi-use trail along the South Frontage Road, a shared use path along Mullowney Lane, the east boundary of the subdivision and a conceptual multi-use path along the west boundary.

The 10-foot-wide asphalt multi-use trail along the South Frontage will be installed within the MDT right-of-way at Developer's expense. The multi-use trail along Mullowney Lane has been included in the City of Billings Project "W.O. 22-07 Mullowney Lane Improvements".

A pedestrian bridge across Hogan's Slough and an asphalt path will be installed within City right-of-way and easements. The path will extend between Lots 11 & 12, Block 1 and connect Holiday Court to the existing path installed with the Private Contract No. 749 project.

G. Public Transit

No public transit improvements are required or proposed for this subdivision.

H. Traffic

A traffic impact study has been completed for the Howard-Billings Industrial Subdivision. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. The percent of traffic contributions to the following intersections shall be in accordance with the traffic accessibility study:

Intersection Midland Road-S. Billings Boulevard. 3.58%

The cash contributions shall be based on the percent of traffic contributions to the intersections based on the total cost of an intersection as determined by Engineering for the year in which the contribution is made.

The cash contribution shall be made prior to final plat approval.

IV. EMERGENCY SERVICE

Fire protection shall be provided by fire hydrants located along the streets within the subdivision. Fire hydrant spacing will be 300 feet apart, per commercial development requirements, and locations shall be approved by the Billings Fire Department.

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

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.

- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

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

- There will be one stormwater retention/detention basin in the subdivision that will manage storm drainage from the public streets. The basin will be located on the east side and discharge water into the storm drainpipe alongside Mullowney Lane. This storm basin will have approximately 65,000 cubic feet of storage.

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 – Distribution and Collection Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

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

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

A. Water

The water system will consist of 12" diameter mains connected to the City of Billings water distribution system at the intersection of Mullowney Lane and Holiday Avenue. A second connection will be at the intersection of Leith Trail and the South Frontage Road. The existing water main in the South Frontage Road will be extended approximately 800 lineal feet, across the subdivision's frontage with the road.

Fire hydrants will be installed throughout the subdivision at spacing of approximately 300 lineal feet. The system will be looped.

B. Sanitary Sewer

The sewer system has been designed to drain two different directions. The east side of the subdivision will connect to a low-pressure sewer main due to existing sewer main depths and topographical constraints. This low-pressure sewer main will discharge into a manhole to be installed in Holiday Ave, approximately 800 feet west of Mullowney Lane.

The remainder of the subdivision will drain wastewater to the west via 8- and 12-inch gravity sewer mains. The sanitary sewer will connect to existing City of Billings sewer collection system by tying into an existing manhole in the adjacent QFC Subdivision.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines (where said utilities are available and existing to subdivision) shall be installed prior to street paving.

The Subdivider shall install private utilities within private utility easements where possible. Extension of private utilities into each lot shall be the responsibility of the individual lot owners. The location of all such off-site facilities within the existing public rights-of-way shall be subject to approval of the City Public Works Department and shall be installed underground. The Subdivider shall coordinate installation with the various utility companies.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Howard Billings Industrial Subdivision, as this is a non-residential subdivision [MCA 76-3-621(3)(b)].

VIII. IRRIGATION

The property has an existing water right off Hogans Slough. Irrigation laterals on the subdivision previously used on the site will be removed. No water shares have been transferred to the individual lot owners.

Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners unless otherwise noted herein. 35-foot-wide irrigation easements have been dedicated on the plat to ensure continued irrigation water and maintenance along perimeter ditches with downstream users.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical investigation was conducted in October 2022 by Rahwide Engineering, Inc. for use in pavement and stormwater design. The investigation consisted of drilling five borings to depths varying between 5 to 25 feet. In general, the site has one foot of topsoil and vegetation that is underlain by sandy lean clays and lean clay to a depth of approximately 18.5 feet. Below that was a two and a half foot sand layer which was underlain by gravel with sand to the explored depth of 25 feet. Groundwater was encountered at a depth of 19.4 feet below existing grade elevations.

No specific construction restrictions or required mitigation efforts are needed for the utility and surface improvements.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the

improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XI. LEGAL PROVISIONS APPLYING TO THE SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors and assigns of transferee's respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER"

SLH Industrial LLC

By: Bradley D. Howard

Title: Manager

STATE OF CALIFORNIA)
: ss
County of Los Angeles)

This instrument was acknowledged before me on 23 day of March, 2026, by Bradley D. Howard.

TAWNY LE WATTLES
Notary Public - California
Los Angeles County
Commission # 2428313
My Comm. Expires Nov 25, 2026

Signature of Notary Public

This agreement is hereby approved and accepted by the City of Billings, this _____ day of _____, 2026.

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 2026, 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 he/she executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana

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, addition of southbound right turn lane and traffic control signal system at the intersection of Holiday Ave and Mullowney Lane, street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

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

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

The real property hereinabove mentioned is more particularly described as follows:
Howard Billings Industrial Subdivision

Signed and dated this 23 day of March, 2026.

"SUDIVIDER"

SLH Industrial, LLC

Name: Bradley D. Howard
Title : Manager

STATE OF CALIFORNIA)
: ss
County of Los Angeles)

On this 23 day of March, 2026, before me, a Notary Public in and for the State of California personally appeared Bradley Howard, known to me to be the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

TAWNY LE WATTLES
Notary Public - California
Los Angeles County
Commission # 2428313
My Comm. Expires Nov 25, 2026

Notary Public in and for the State of California

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

CITY OF
Billings
MAYOR'S OFFFICE

Stahly Engineering & Associates
2223 Montana Ave
Billings, MT 59101

Dear Applicant:

On July 24, 2023, the Billings City Council conditionally approved the preliminary plat of Howard Billings Industrial Subdivision subject to the following conditions of approval:

1. To protect public health and safety, prior to final plat approval, the applicant will submit all drawings and specifications for water systems, sewer systems and stormwater systems to the City of Billings Engineering Department for review and approval prior to installation.
2. To protect public health and safety and minimize traffic conflicts, prior to final plat approval, City Engineering has requested the developer directly line up their Holiday Lane road with the existing Holiday Lane on the east side of Mullowney. This shall be depicted correctly on the Final Plat.
3. To protect public health and safety and to minimize the possibility of traffic conflicts, prior to final plat approval, the applicant will place a no access strip on lots that have a lot line in common with the road edges of Mullowney Lane and South Frontage Road. Lot 2, Block 5 and Lot 1, Block 1, shall have a no access strip place on it from Mullowney Lane going west for 100 feet. Lot 17, Block 1, and Lot 1, Block 3 shall have a no access strip placed on them from South Frontage Road going south 100 feet.
4. To protect public health and safety and minimize the impacts on local services, the subdivider shall provide connectivity to an existing trail and neighboring subdivision by installing a pedestrian bridge across Hogan's Slough. This bridge will connect the existing trail located in QFC subdivision to this proposed subdivision with a 10-foot-wide paved surface that will extend from their new internal street to the existing 10-foot wide paved trail in QFC subdivision. The connection shall be depicted on the final plat and the SIA shall include language describing the bridge and pedestrian connection.*
   **Note, This condition reflects the Planning Boards recommendation of denial for the variance. If the City Council approves the variance, this condition of approval will no longer apply.*
5. To protect public health and safety, prior to final plat, the applicant will coordinate with the USPS to locate a central box unit for the subdivision and provide enough space for the mail delivery person to safely stop there and deliver the mail.
6. 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.
7. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 657-8666 or by email at greend@billingsmt.gov

July 24, 2023

Sincerely,

William A. Cole

William A. Cole, Mayor

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Payment of Claims for week of March 30th, 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 $1,276,657.13 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 03302026

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/30/2026	888311	ABM Industry Groups	Facilities	$ 11,836.00	custodial services at the Billings Operational Center (BOC)
03/30/2026	888313	Advanced Employment	Solid Waste	$ 3,831.10	Contract Labor week ending 03/08/2026..S
03/30/2026	888313	Advanced Employment	Solid Waste	$ 203.00	Contract Labor...SW Collection
03/30/2026	888314	Adv Engineering and Environmental	Water	$ 8,854.17	Retainage Release Full
03/30/2026	888319	Archie Cochrane	Fleet	$ 14.06	5616340
03/30/2026	888319	Archie Cochrane	Fleet	$ 436.10	5616584
03/30/2026	888319	Archie Cochrane	Fleet	$ 30.40	5616594
03/30/2026	888319	Archie Cochrane	Fleet	$ 36.06	5616594
03/30/2026	888319	Archie Cochrane	Fleet	$ 50.02	5616594
03/30/2026	888319	Archie Cochrane	Fleet	$ 51.46	5616618
03/30/2026	888319	Archie Cochrane	Fleet	$ 46.68	5616767
03/30/2026	888319	Archie Cochrane	Fleet	$ 5.03	5616767
03/30/2026	888319	Archie Cochrane	Fleet	$ 86.21	5617471
03/30/2026	888319	Archie Cochrane	Fleet	$ 28.34	5617938
03/30/2026	888319	Archie Cochrane	Fleet	$ 45.62	5617938
03/30/2026	888319	Archie Cochrane	Fleet	$ 22.32	5617938
03/30/2026	888319	Archie Cochrane	Fleet	$ 6.70	5617938
03/30/2026	888319	Archie Cochrane	Fleet	$ 93.48	5617938
03/30/2026	888319	Archie Cochrane	Fleet	$ 9.38	5617938
03/30/2026	888319	Archie Cochrane	Fleet	$ 23.70	5617938
03/30/2026	888319	Archie Cochrane	Fleet	$ 41.88	5617938
03/30/2026	888319	Archie Cochrane	Fleet	$ 26.68	5617938
03/30/2026	888319	Archie Cochrane	Fleet	$ 12.21	5617938
03/30/2026	888319	Archie Cochrane	Fleet	$ 18.94	5617938
03/30/2026	888319	Archie Cochrane	Transit	$ 1,326.41	1079696/1 rear brakes- sway bar warranty 1882
03/30/2026	888319	Archie Cochrane	Transit	$ 62.94	5621065 Blend door actuator 1893
03/30/2026	888319	Archie Cochrane	Transit	$ (500.00)	5621070 Core- CREDIT
03/30/2026	888319	Archie Cochrane	Transit	$ 45.60	5621837 bolt
03/30/2026	888319	Archie Cochrane	Transit	$ 45.60	5621837 bolt
03/30/2026	888319	Archie Cochrane	Transit	$ 99.05	5621837 brake lining
03/30/2026	888319	Archie Cochrane	Transit	$ 227.96	5621837 rear brakes
03/30/2026	888319	Archie Cochrane	Transit	$ 15.20	5621837 rear brakes- bolt
03/30/2026	888319	Archie Cochrane	Transit	$ 22.22	5621837 rear brakes- seal

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/30/2026	888319	Archie Cochrane	Transit	$ 70.84	5621837 seal
03/30/2026	ACH	Border States Electric	Wastewater	$ 49.30	materials for WAS Pumps 1-3 VFD
03/30/2026	ACH	Border States Electric	Wastewater	$ 98.60	materials for WAS Pumps 1-3 VFD replacem
03/30/2026	ACH	Border States Electric	Wastewater	$ 869.28	materials for WAS Pumps 1-3 VFD Replacem
03/30/2026	ACH	Border States Electric	Wastewater	$ 1,032.84	materials for WAS Pumps 1-3 VFD replacem
03/30/2026	ACH	Border States Electric	Wastewater	$ 3,117.57	thin client software licensing for WRF
03/30/2026	ACH	Border States Electric	Wastewater	$ -	Treatment Plant process control Software support Contract.
03/30/2026	ACH	Border States Electric	Wastewater	$ -	Treatment Plant process control Software support Contract.
03/30/2026	ACH	Border States Electric	Wastewater	$ 9,112.00	Treatment Plant process control Software support Contract.
03/30/2026	ACH	Border States Electric	Water	$ 105.15	materials for Voelker PLC Upgrade
03/30/2026	ACH	Border States Electric	Water	$ 260.61	materials for Voelker PLC Upgrade
03/30/2026	ACH	Border States Electric	Water	$ 94.00	materials for Voelker Pump Station PLC U
03/30/2026	ACH	Border States Electric	Water	$ 123.86	materials for Willett Pump 2 Motor wirin
03/30/2026	ACH	Border States Electric	Water	$ 3,896.97	thin client software licensing for WTP
03/30/2026	ACH	Border States Electric	Water	$ -	Treatment Plant process control Software support Contract.
03/30/2026	ACH	Border States Electric	Water	$ -	Treatment Plant process control Software support Contract.
03/30/2026	ACH	Border States Electric	Water	$ 9,112.00	Treatment Plant process control Software support Contract.
03/30/2026	ACH	Border States Electric	Water	$ 939.85	WO 19-42 Wireway/Distribution box for U
03/30/2026	ACH	Border States Electric	Water	$ 222.95	WO 19-42...power distribution block for
03/30/2026	888330	Capehon Development	Parking	$ 6,419.68	11_2nd HALF 2025- PROPERTY TAX RE-IMB FOR THE CITY
03/30/2026	888337	Community Seven	General	$ 7,099.25	PEG Fees October 1, 2025 to December 31, 2025
03/30/2026	888342	Dell Computer	Airport	$ 1,725.00	Dell Pro Max 14 -Conference Laptop -Airport
03/30/2026	888342	Dell Computer	Building	$ 6,680.00	flat screen monitors, 4-dual monitor arms -Planners
03/30/2026	888342	Dell Computer	General	$ 245.00	Docking station -Finance spare
03/30/2026	888342	Dell Computer	Park Dist 1	$ 1,923.61	Dell Pro Max 14 and Docking station -Austin Bolin REC
03/30/2026	888342	Dell Computer	Park Dist 1	$ 1,676.12	Dell Pro Max 14" Laptop -Parks and Rec Presentation
03/30/2026	888342	Dell Computer	Parking	$ 242.99	Docking Station -Jenny Parking
03/30/2026	888347	Eagle Printing & Business Forms	Solid Waste	$ 2,678.30	Orange Problem Cards for tagging Black 9
03/25/2026	351319	EBMS Import	City Ins Fund	$ 2,718.65	EBMS INSURANCE PAYMENTS
03/25/2026	351321	EBMS Import	City Ins Fund	$ 22,175.71	EBMS INSURANCE PAYMENTS
03/25/2026	351322	EBMS Import	City Ins Fund	$ 67,257.98	EBMS INSURANCE PAYMENTS
03/25/2026	351324	EBMS Import	City Ins Fund	$ 24,153.42	EBMS INSURANCE PAYMENTS
03/25/2026	351325	EBMS Import	City Ins Fund	$ 35,226.37	EBMS INSURANCE PAYMENTS

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/25/2026	351326	EBMS Import	City Ins Fund	$ 2,694.00	EBMS INSURANCE PAYMENTS
03/25/2026	351336	EBMS Import	City Ins Fund	$ 5,429.76	EBMS INSURANCE PAYMENTS
03/25/2026	351338	EBMS Import	City Ins Fund	$ 13,727.84	EBMS INSURANCE PAYMENTS
03/25/2026	351339	EBMS Import	City Ins Fund	$ 2,880.89	EBMS INSURANCE PAYMENTS
03/25/2026	351376	EBMS Import	City Ins Fund	$ 6,992.79	EBMS INSURANCE PAYMENTS
03/25/2026	351398	EBMS Import	City Ins Fund	$ 24,839.73	EBMS INSURANCE PAYMENTS
03/25/2026	351401	EBMS Import	City Ins Fund	$ 13,308.43	EBMS INSURANCE PAYMENTS
03/25/2026	351412	EBMS Import	City Ins Fund	$ 4,053.20	EBMS INSURANCE PAYMENTS
03/27/2026	87716	EBMS Import Flex	City Ins Fund	$ 3,131.15	EBMS INSURANCE PAYMENTS
03/30/2026	888351	Energy Laboratories	Wastewater	$ 112.00	Ammonia for WRF
03/30/2026	888351	Energy Laboratories	Wastewater	$ 1,661.00	Semi-Annual Testing for WRF
03/30/2026	888351	Energy Laboratories	Wastewater	$ 1,868.00	Semi-Annual Testing for WRF
03/30/2026	888351	Energy Laboratories	Wastewater	$ 196.00	WRF Ammonia Samples
03/30/2026	888351	Energy Laboratories	Wastewater	$ 280.00	WRF Ammonia Samples
03/30/2026	888351	Energy Laboratories	Wastewater	$ 1,118.00	Yegen Drain Spill Testing
03/30/2026	888355	First Montana Title	CDBG	$ 10,000.00	FTHB - 43 Prickett Ln down payment/closing cost assistance
03/30/2026	ACH	Galles Filter	Fleet	$ 26.96	P1-42773-01
03/30/2026	ACH	Galles Filter	Fleet	$ 29.04	P1-42773-01
03/30/2026	ACH	Galles Filter	Fleet	$ 31.77	P1-42773-01
03/30/2026	ACH	Galles Filter	Fleet	$ 45.16	P1-42773-01
03/30/2026	ACH	Galles Filter	Fleet	$ 112.96	P1-42773-01
03/30/2026	ACH	Galles Filter	Fleet	$ 16.48	P1-42773-01
03/30/2026	ACH	Galles Filter	Fleet	$ 5.05	P1-42773-01
03/30/2026	ACH	Galles Filter	Fleet	$ 7.48	P1-42773-01
03/30/2026	ACH	Galles Filter	Fleet	$ 12.00	P1-42773-01
03/30/2026	ACH	Galles Filter	Fleet	$ 8.10	P1-42773-01
03/30/2026	ACH	Galles Filter	Fleet	$ 41.36	P1-42773-01
03/30/2026	ACH	Galles Filter	Fleet	$ 43.38	P1-42773-01
03/30/2026	ACH	Galles Filter	Fleet	$ 72.90	P1-42773-02
03/30/2026	ACH	Galles Filter	Fleet	$ 12.92	P1-42870-01
03/30/2026	ACH	Galles Filter	Fleet	$ 199.14	P1-42870-01
03/30/2026	ACH	Galles Filter	Fleet	$ 29.84	P1-42870-01
03/30/2026	ACH	Galles Filter	Fleet	$ 7.64	P1-42870-01

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/30/2026	ACH	Galles Filter	Fleet	$ 72.90	P1-42870-01
03/30/2026	ACH	Galles Filter	Fleet	$ 82.72	P1-42870-01
03/30/2026	ACH	Galles Filter	Fleet	$ 90.67	P1-42870-01
03/30/2026	ACH	Galles Filter	Fleet	$ 17.26	P1-42870-01
03/30/2026	ACH	Galles Filter	Fleet	$ 27.93	P1-42870-02
03/30/2026	ACH	Galles Filter	Fleet	$ 72.45	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 25.19	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 112.96	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 43.38	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 45.16	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 32.73	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 30.75	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 5.29	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 6.06	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 7.64	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 8.08	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 4.45	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 4.79	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 20.00	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 7.04	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 7.48	P1-43041-01
03/30/2026	ACH	Galles Filter	Fleet	$ 13.32	P1-43041-02
03/30/2026	ACH	Galles Filter	Fleet	$ 63.54	P1-43064-01
03/30/2026	ACH	Galles Filter	Fleet	$ 62.04	P1-43064-01
03/30/2026	ACH	Galles Filter	Fleet	$ 165.48	P1-43064-01
03/30/2026	ACH	Galles Filter	Fleet	$ 7.48	P1-43064-01
03/30/2026	ACH	Galles Filter	Fleet	$ 13.32	P1-43070-01
03/30/2026	ACH	Galles Filter	Fleet	$ 31.77	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 6.06	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 15.96	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 102.34	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 14.52	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 8.10	P1-43194-01

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/30/2026	ACH	Galles Filter	Fleet	$ 24.82	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 30.08	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 82.72	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 72.45	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 14.73	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 5.98	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 6.07	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 3.87	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 4.45	P1-43194-01
03/30/2026	ACH	Galles Filter	Fleet	$ 112.96	P1-43194-02
03/30/2026	ACH	Galles Filter	Solid Waste	$ 172.34	AIR FILTER
03/30/2026	ACH	Galles Filter	Solid Waste	$ 537.25	AIR FILTERS
03/30/2026	ACH	Galles Filter	Solid Waste	$ 937.40	AIR FILTERS
03/30/2026	ACH	Galles Filter	Solid Waste	$ 17.53	FILTER
03/30/2026	ACH	Galles Filter	Transit	$ 239.94	P1-42897-01 filters
03/30/2026	ACH	Galles Filter	Transit	$ 69.62	P1-42897-01 filters
03/30/2026	ACH	Galles Filter	Transit	$ 348.10	P1-42897-02 filter
03/30/2026	ACH	Galles Filter	Wastewater	$ (18.00)	BATTERY CORE CREDIT
03/30/2026	ACH	Galles Filter	Wastewater	$ 39.27	NEW BATTERY
03/30/2026	ACH	Galles Filter	Wastewater	$ 84.64	NEW BATTERY
03/30/2026	ACH	Galles Filter	Water	$ (18.00)	BATTERY CORE CREDIT
03/30/2026	ACH	Galles Filter	Water	$ 39.26	NEW BATTERY
03/30/2026	ACH	Galles Filter	Water	$ 84.64	NEW BATTERY
03/30/2026	888369	Ingram Library	Library	$ 3.00	93444743
03/30/2026	888369	Ingram Library	Library	$ 17.70	93444743
03/30/2026	888369	Ingram Library	Library	$ 0.01	94885118
03/30/2026	888369	Ingram Library	Library	$ 11.79	94885118
03/30/2026	888369	Ingram Library	Library	$ 0.01	94885119
03/30/2026	888369	Ingram Library	Library	$ 10.20	94885119
03/30/2026	888369	Ingram Library	Library	$ 2.98	94885120
03/30/2026	888369	Ingram Library	Library	$ 421.86	94885120
03/30/2026	888369	Ingram Library	Library	$ 1,515.63	94885120
03/30/2026	888369	Ingram Library	Library	$ 102.42	94885120

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/30/2026	888369	Ingram Library	Library	$ 97.26	94885120
03/30/2026	888369	Ingram Library	Library	$ 685.30	94885120
03/30/2026	888369	Ingram Library	Library	$ 3.00	94885121
03/30/2026	888369	Ingram Library	Library	$ 11.40	94885121
03/30/2026	888369	Ingram Library	Library	$ 3.00	94952352
03/30/2026	888369	Ingram Library	Library	$ 22.79	94952352
03/30/2026	888369	Ingram Library	Library	$ 82.38	94952352
03/30/2026	888369	Ingram Library	Library	$ 14.99	94952353
03/30/2026	888369	Ingram Library	Library	$ 172.28	94952353
03/30/2026	888369	Ingram Library	Library	$ 130.35	94952353
03/30/2026	888369	Ingram Library	Library	$ 54.82	94952353
03/30/2026	888369	Ingram Library	Library	$ 29.66	94952353
03/30/2026	888369	Ingram Library	Library	$ 1.33	94959073
03/30/2026	888369	Ingram Library	Library	$ 215.11	94959073
03/30/2026	888369	Ingram Library	Library	$ 25.96	94959073
03/30/2026	888369	Ingram Library	Library	$ 0.09	94959074
03/30/2026	888369	Ingram Library	Library	$ 12.98	94959074
03/30/2026	888369	Ingram Library	Library	$ 1.45	94959075
03/30/2026	888369	Ingram Library	Library	$ 73.18	94959075
03/30/2026	888369	Ingram Library	Library	$ 96.73	94959075
03/30/2026	888369	Ingram Library	Library	$ 65.76	94959075
03/30/2026	888369	Ingram Library	Library	$ 0.04	94959076
03/30/2026	888369	Ingram Library	Library	$ 16.19	94959076
03/30/2026	888369	Ingram Library	Library	$ 0.09	94959077
03/30/2026	888369	Ingram Library	Library	$ 11.99	94959077
03/30/2026	888369	Ingram Library	Library	$ 2.67	94986573
03/30/2026	888369	Ingram Library	Library	$ 18.48	94986573
03/30/2026	888369	Ingram Library	Library	$ 64.60	94986573
03/30/2026	888369	Ingram Library	Library	$ 31.85	94986573
03/30/2026	888369	Ingram Library	Library	$ 31.37	94986573
03/30/2026	888369	Ingram Library	Library	$ 146.27	94986573
03/30/2026	888369	Ingram Library	Library	$ 0.21	94986574
03/30/2026	888369	Ingram Library	Library	$ 18.88	94986574

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/30/2026	888369	Ingram Library	Library	$ 0.12	94986575
03/30/2026	888369	Ingram Library	Library	$ 17.10	94986575
03/30/2026	888369	Ingram Library	Library	$ 3.00	95055843
03/30/2026	888369	Ingram Library	Library	$ 11.79	95055843
03/30/2026	888369	Ingram Library	Library	$ 0.90	95064587
03/30/2026	888369	Ingram Library	Library	$ 52.48	95064587
03/30/2026	888369	Ingram Library	Library	$ 20.40	95064587
03/30/2026	888369	Ingram Library	Library	$ 15.33	95064587
03/30/2026	888369	Ingram Library	Library	$ 22.98	95064587
03/30/2026	888369	Ingram Library	Library	$ 0.40	95064588
03/30/2026	888369	Ingram Library	Library	$ 16.52	95064588
03/30/2026	888369	Ingram Library	Library	$ 43.15	95064588
03/30/2026	888369	Ingram Library	Library	$ 1.61	95064589
03/30/2026	888369	Ingram Library	Library	$ 11.39	95064589
03/30/2026	888369	Ingram Library	Library	$ 39.83	95064589
03/30/2026	888369	Ingram Library	Library	$ 38.91	95064589
03/30/2026	888369	Ingram Library	Library	$ 98.58	95064589
03/30/2026	888369	Ingram Library	Library	$ 0.09	95064590
03/30/2026	888369	Ingram Library	Library	$ 13.19	95064590
03/30/2026	888369	Ingram Library	Library	$ 0.08	95064591
03/30/2026	888369	Ingram Library	Library	$ 18.29	95064591
03/30/2026	888369	Ingram Library	Library	$ 0.05	95064592
03/30/2026	888369	Ingram Library	Library	$ 9.74	95064592
03/30/2026	888369	Ingram Library	Library	$ 0.07	95064593
03/30/2026	888369	Ingram Library	Library	$ 17.04	95064593
03/30/2026	888369	Ingram Library	Library	$ 2.80	95064594
03/30/2026	888369	Ingram Library	Library	$ 69.23	95064594
03/30/2026	888369	Ingram Library	Library	$ 208.82	95064594
03/30/2026	888369	Ingram Library	Library	$ 303.26	95064594
03/30/2026	888369	Ingram Library	Library	$ 0.40	95064595
03/30/2026	888369	Ingram Library	Library	$ 17.70	95064595
03/30/2026	888369	Ingram Library	Library	$ 2.60	95064596
03/30/2026	888369	Ingram Library	Library	$ 82.25	95064596

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/30/2026	888369	Ingram Library	Library	$ 3.00	95132869
03/30/2026	888369	Ingram Library	Library	$ 101.46	95132869
03/30/2026	888369	Ingram Library	Library	$ 23.58	95132869
03/30/2026	888369	Ingram Library	Library	$ 3.00	95132870
03/30/2026	888369	Ingram Library	Library	$ 16.52	95132870
03/30/2026	888369	Ingram Library	Library	$ 0.39	95164144
03/30/2026	888369	Ingram Library	Library	$ 68.41	95164144
03/30/2026	888369	Ingram Library	Library	$ 35.39	95164144
03/30/2026	888369	Ingram Library	Library	$ 13.56	95164144
03/30/2026	888369	Ingram Library	Library	$ 0.32	95164145
03/30/2026	888369	Ingram Library	Library	$ 56.57	95164145
03/30/2026	888369	Ingram Library	Library	$ 18.19	95164145
03/30/2026	888369	Ingram Library	Library	$ 36.53	95164145
03/30/2026	888369	Ingram Library	Library	$ 0.43	95164146
03/30/2026	888369	Ingram Library	Library	$ 11.39	95164146
03/30/2026	888369	Ingram Library	Library	$ 57.82	95164146
03/30/2026	888369	Ingram Library	Library	$ 43.34	95164146
03/30/2026	888369	Ingram Library	Library	$ 0.10	95164147
03/30/2026	888369	Ingram Library	Library	$ 14.99	95164147
03/30/2026	888369	Ingram Library	Library	$ 25.64	95164147
03/30/2026	888369	Ingram Library	Library	$ 0.02	95164148
03/30/2026	888369	Ingram Library	Library	$ 10.79	95164148
03/30/2026	888369	Ingram Library	Library	$ 1.74	95164149
03/30/2026	888369	Ingram Library	Library	$ 693.60	95164149
03/30/2026	888370	Insight Public Sector	Airport	$ 1,491.08	Adobe Acrobat Pro
03/30/2026	888370	Insight Public Sector	Building	$ 443.07	Adobe Standard
03/30/2026	888370	Insight Public Sector	CDBG	$ 239.14	Acrobat Pro
03/30/2026	888370	Insight Public Sector	General	$ 956.56	Finance -Adobe Pro
03/30/2026	888370	Insight Public Sector	General	$ 4,782.80	Legal -Adobe Pro
03/30/2026	888370	Insight Public Sector	General	$ 478.28	Administration Acrobat Pro
03/30/2026	888370	Insight Public Sector	General	$ 1,195.70	HR Acrobat Pro
03/30/2026	888370	Insight Public Sector	General	$ 478.28	Code Enf. -Adobe Standard
03/30/2026	888370	Insight Public Sector	General	$ 295.38	City Clerk Acrobat Standard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/30/2026	888370	Insight Public Sector	IT Resources	$ 865.11	IT Dept. -AdobeAcrobat Standard
03/30/2026	888370	Insight Public Sector	IT Resources	$ (12.64)	IT Dept. -AdobeAcrobat Standard
03/30/2026	888370	Insight Public Sector	IT Resources	$ 625.97	IT Dept. -AdobeAcrobat Standard
03/30/2026	888370	Insight Public Sector	IT Resources	$ 386.83	IT Dept. -AdobeAcrobat Standard
03/30/2026	888370	Insight Public Sector	Library	$ 239.14	Library -Adobe Pro
03/30/2026	888370	Insight Public Sector	P.W. Admin	$ 956.56	PUD -Admin Adobe Pro
03/30/2026	888370	Insight Public Sector	Park Dist 1	$ 717.42	Parks and Rec Acrobat Pro
03/30/2026	888370	Insight Public Sector	Parking	$ 625.97	Parking Acrobat Pro
03/30/2026	888370	Insight Public Sector	Planning	$ 2,633.38	Planning Dept
03/30/2026	888370	Insight Public Sector	Public Safety	$ 7,483.77	Police -Adobe Acrobat Pro
03/30/2026	888370	Insight Public Sector	Public Safety	$ 717.42	FIRE
03/30/2026	888370	Insight Public Sector	Public Safety	$ 886.14	FIRE
03/30/2026	888370	Insight Public Sector	Public Safety	$ 239.14	FIRE
03/30/2026	888370	Insight Public Sector	Public Safety	$ 1,033.83	Comm Center Acrobat Standard
03/30/2026	888370	Insight Public Sector	Public Safety	$ 239.14	Animal Control Acrobat Pro
03/30/2026	888370	Insight Public Sector	Solid Waste	$ 386.83	SW
03/30/2026	888370	Insight Public Sector	Solid Waste	$ 738.45	SW
03/30/2026	888370	Insight Public Sector	Solid Waste	$ 147.69	SW
03/30/2026	888370	Insight Public Sector	Transit	$ 773.66	MET Transit Acrobat Standard
03/30/2026	888370	Insight Public Sector	Wastewater	$ 119.57	PUD -Admin Adobe Pro
03/30/2026	888370	Insight Public Sector	Wastewater	$ 625.97	PUD -Admin Adobe Pro
03/30/2026	888370	Insight Public Sector	Water	$ 119.57	PUD -Admin Adobe Pro
03/30/2026	888366	I-State Truck	Fleet	$ 1,666.67	C251406443.01
03/30/2026	888366	I-State Truck	Fleet	$ 3,048.55	C251406443.01
03/30/2026	888366	I-State Truck	Fleet	$ 668.25	C251406456.01
03/30/2026	888366	I-State Truck	Fleet	$ (1,666.67)	C251406650.01
03/30/2026	888366	I-State Truck	Fleet	$ 222.99	C251406672.01
03/30/2026	888366	I-State Truck	Fleet	$ 635.25	C251406672.01
03/30/2026	888366	I-State Truck	Fleet	$ 98.46	C251406845.01
03/30/2026	888366	I-State Truck	Fleet	$ 11.09	C251406853.01
03/30/2026	888366	I-State Truck	Fleet	$ 12.02	C251406857.01
03/30/2026	888366	I-State Truck	Fleet	$ 15.30	C251406859.01
03/30/2026	888366	I-State Truck	Fleet	$ 22.78	C251406864.01

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/30/2026	888366	I-State Truck	Fleet	$ 38.70	C251406866.01
03/30/2026	888366	I-State Truck	Fleet	$ 31.14	C251406866.01
03/30/2026	888366	I-State Truck	Fleet	$ 11.96	C251406912.01
03/30/2026	888366	I-State Truck	Fleet	$ 23.94	C251406912.01
03/30/2026	888366	I-State Truck	Public Safety	$ 18,668.17	--; DIAGNOSE & REPAIR
03/30/2026	888366	I-State Truck	Street/Traffic	$ 130.25	SEAT COVER
03/30/2026	888366	I-State Truck	Street/Traffic	$ 231.58	SEAT CUSHION
03/30/2026	888374	JC Billion	Facilities	$ 25,839.00	2026 Nissan Kicks (21015) S AWD
03/30/2026	ACH	Kois Brothers Equipment	Street/Traffic	$ 3,143.62	PLOW FROM UNIT#1116 TO INSTALL ON UNIT#1126.
03/30/2026	888380	L P Anderson Tire Co	Fleet	$ 4,512.00	474959
03/30/2026	888380	L P Anderson Tire Co	Transit	$ 191.70	475939 mount/ balance/ sensor
03/30/2026	888380	L P Anderson Tire Co	Transit	$ 1,260.00	475939 tires (6)
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 51.19	528797
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 511.50	528797
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 153.00	528797
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 93.00	528955
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 445.50	528955
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 36.15	529112
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 42.74	529112
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 26.51	529163
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 125.00	529457
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 1,488.75	529457
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 25.00	529457
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 326.25	529600
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 986.25	529600
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 605.25	529600
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 402.75	529629
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 20.88	529725
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 217.60	529725
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 152.04	529725
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 150.96	529725
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 207.20	529726
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 47.28	529726

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 46.80	529726
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 56.24	529748
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 64.64	529748
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 98.88	529748
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 148.00	529940
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 59.40	529960
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 43.20	529960
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ 101.60	530000
03/30/2026	888387	Lithia Dodge Of Billings	Fleet	$ (402.75)	CM529629
03/30/2026	888388	McLees Incorporated	Wastewater	$ 9,500.00	replacement of unit heaters in WRF Stora
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 685.59	129 573 1000 1. Mud Wash. March 2026
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 134.52	160 723 3573 6. USDA. March 2026
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 4,544.18	17 053 7751 5. Terminal. March 2026
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 315.76	185 580 1000 7. TSA. March 2026
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 52.09	229 573 1000 0. Detail Bay 1 Hertz. March 2026
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 335.90	283 116 0655 3. Alpine/Big Sky Ground. March 2026
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 2,365.88	285 580 1000 6
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 248.14	295 580 1000 4. Aero Interiors. March 2026
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 135.27	329 573 1000 9. Detail Bay 2 National/Alamo. March 2026
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 109.54	329 573 1000 9. Detail Bay 3 Enterprise. March 2026
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 67.98	429 573 1000 8. Detail Bay 4 Avis/Budget. March 2026
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 45.63	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. March 2026
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 5,604.80	595 580 1000 1
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 1,218.14	706 580 1000 7
03/30/2026	888396	Montana Dakota Utilities	Airport	$ 1,186.19	889 373 1000 6. Car Wash. March 2026
03/30/2026	888396	Montana Dakota Utilities	CDBG	$ 74.20	1302 Parkhill Dr - FORECLOSURE ACQUISITION/REHAB PRGRM
03/30/2026	888396	Montana Dakota Utilities	Facilities	$ 847.50	130 733 1000 8
03/30/2026	888396	Montana Dakota Utilities	Facilities	$ 6,100.14	375 963 4481 4
03/30/2026	888396	Montana Dakota Utilities	Facilities	$ 2,982.35	757 633 1000 2
03/30/2026	888396	Montana Dakota Utilities	Facilities	$ 166.03	799 152 1209 0
03/30/2026	888396	Montana Dakota Utilities	Facilities	$ 5,693.92	989 733 1000 0
03/30/2026	888396	Montana Dakota Utilities	Facilities	$ 713.53	993 733 1000 4
03/30/2026	888396	Montana Dakota Utilities	Library	$ 3,814.78	219 924 4851 0

Check Date	Check #	Name	Fund Name	Amount		Item Desc
03/30/2026	888396	Montana Dakota Utilities	Park Dist 1	$ 59.06	061 943 1000 6	
03/30/2026	888396	Montana Dakota Utilities	Park Dist 1	$ 83.62	371 101 1000 6	
03/30/2026	888396	Montana Dakota Utilities	Park Dist 1	$ 330.65	437 780 1000 9	
03/30/2026	888396	Montana Dakota Utilities	Park Dist 1	$ 72.44	501 473 1000 2	
03/30/2026	888396	Montana Dakota Utilities	Park Dist 1	$ 302.17	571 295 3342 8	
03/30/2026	888396	Montana Dakota Utilities	Park Dist 1	$ 81.58	927 890 1000 3	
03/30/2026	888396	Montana Dakota Utilities	Parking	$ 38.61	717 353 1000 6	
03/30/2026	888396	Montana Dakota Utilities	Public Safety	$ 46.99	062 907 9494 7	
03/30/2026	888396	Montana Dakota Utilities	Public Safety	$ 794.69	169 233 1000 3	
03/30/2026	888396	Montana Dakota Utilities	Public Safety	$ 394.35	442 190 1000 4	
03/30/2026	888396	Montana Dakota Utilities	Public Safety	$ 28.41	514 117 0478 9	
03/30/2026	888396	Montana Dakota Utilities	Public Safety	$ 441.58	533 653 1000 1	
03/30/2026	888396	Montana Dakota Utilities	Public Safety	$ 63.23	602 589 7178 1	
03/30/2026	888396	Montana Dakota Utilities	Public Safety	$ 877.91	885 880 1000 4	
03/30/2026	888396	Montana Dakota Utilities	Solid Waste	$ 741.84	284 225 1320 1	
03/30/2026	888396	Montana Dakota Utilities	Solid Waste	$ 151.28	602 680 9335 2	
03/30/2026	888396	Montana Dakota Utilities	Solid Waste	$ 781.31	770 390 1000 2	
03/30/2026	888396	Montana Dakota Utilities	Transit	$ 1,661.28	962 880 1000 0	
03/30/2026	888396	Montana Dakota Utilities	Wastewater	$ 11,924.92	293 780 1000 2	
03/30/2026	888396	Montana Dakota Utilities	Wastewater	$ 5,962.46	293 780 1000 2	
03/30/2026	888396	Montana Dakota Utilities	Wastewater	$ 5,962.45	293 780 1000 2	
03/30/2026	888396	Montana Dakota Utilities	Wastewater	$ 186.57	310 490 1000 7	
03/30/2026	888396	Montana Dakota Utilities	Wastewater	$ 219.49	410 490 1000 6	
03/30/2026	888396	Montana Dakota Utilities	Wastewater	$ 71.46	596 733 1000 5	
03/30/2026	888396	Montana Dakota Utilities	Wastewater	$ 69.24	713 064 3190 0	
03/30/2026	888396	Montana Dakota Utilities	Wastewater	$ 62.51	735 453 1000 2	
03/30/2026	888396	Montana Dakota Utilities	Wastewater	$ 67.25	843 879 2205 1	
03/30/2026	888396	Montana Dakota Utilities	Wastewater	$ 97.92	868 563 1000 7	
03/30/2026	888396	Montana Dakota Utilities	Water	$ 184.95	010 490 1000 0	
03/30/2026	888396	Montana Dakota Utilities	Water	$ 54.84	076 225 9180 3	
03/30/2026	888396	Montana Dakota Utilities	Water	$ 65.19	110 490 1000 9	
03/30/2026	888396	Montana Dakota Utilities	Water	$ 174.59	209 077 5055 6	
03/30/2026	888396	Montana Dakota Utilities	Water	$ 280.44	210 490 1000 8	

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03/30/2026	888396	Montana Dakota Utilities	Water	$ 559.70	310 490 1000 7
03/30/2026	888396	Montana Dakota Utilities	Water	$ 70.34	3113 Stanford House
03/30/2026	888396	Montana Dakota Utilities	Water	$ 119.60	373 580 1000 9
03/30/2026	888396	Montana Dakota Utilities	Water	$ 119.60	373 580 1000 9
03/30/2026	888396	Montana Dakota Utilities	Water	$ 658.45	410 490 1000 6
03/30/2026	888396	Montana Dakota Utilities	Water	$ 3,029.12	500 490 1000 7
03/30/2026	888396	Montana Dakota Utilities	Water	$ 78.49	510 490 1000 5
03/30/2026	888396	Montana Dakota Utilities	Water	$ 37.94	527 033 1000 4
03/30/2026	888396	Montana Dakota Utilities	Water	$ 106.44	541 380 1000 1
03/30/2026	888396	Montana Dakota Utilities	Water	$ 151.35	566 923 1000 8
03/30/2026	888396	Montana Dakota Utilities	Water	$ 15.06	600 490 1000 6
03/30/2026	888396	Montana Dakota Utilities	Water	$ 15.05	600 490 1000 6
03/30/2026	888396	Montana Dakota Utilities	Water	$ 73.84	610 490 1000 4
03/30/2026	888396	Montana Dakota Utilities	Water	$ 96.53	666 923 1000 7
03/30/2026	888396	Montana Dakota Utilities	Water	$ 368.00	700 490 1000 5
03/30/2026	888396	Montana Dakota Utilities	Water	$ 304.07	800 490 1000 4
03/30/2026	888396	Montana Dakota Utilities	Water	$ 79.70	832 001 1000 1
03/30/2026	888396	Montana Dakota Utilities	Water	$ 1,067.83	900 490 1000 3
03/30/2026	888396	Montana Dakota Utilities	Water	$ 103.63	921 580 1000 6
03/30/2026	888397	Montana Doorways Plus	Airport	$ 7,746.46	Invoice #29381 BD. Terminal Bathroom Locks
03/30/2026	888397	Montana Doorways Plus	Facilities	$ 1,236.00	City of Billings - Key system & master set of keys
03/30/2026	888398	Montana Peterbilt	Fleet	$ 100.00	130458BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 468.75	130458BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 2,164.02	130458BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 319.61	130749BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 221.68	130842BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 260.36	130842BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 64.94	130842BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 36.90	130874BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 89.38	130886BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 289.26	130892BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 54.29	133037BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 65.05	133037BL

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03/30/2026	888398	Montana Peterbilt	Fleet	$ 241.42	133037BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 164.10	133037BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 240.65	133037BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 126.48	133037BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ 14.88	133222BL
03/30/2026	888398	Montana Peterbilt	Fleet	$ (468.75)	CM130458BL
03/30/2026	888398	Montana Peterbilt	Transit	$ 178.28	133067BL pressure sensor (1844, WO: 2026-1282)
03/30/2026	888398	Montana Peterbilt	Transit	$ 769.24	133155BL temp sensor
03/30/2026	888401	Morrison Maierle	Airport	$ 22,783.62	Airport Master Plan Update - Federal Share
03/30/2026	888401	Morrison Maierle	Airport	$ 1,199.14	Airport Master Plan Update - Local Share
03/30/2026	888401	Morrison Maierle	Airport	$ 9,433.93	Amendment #13 Terminal Expansion Project - Federal
03/30/2026	888401	Morrison Maierle	Airport	$ 886.78	Amendment #13 Terminal Expansion Project - Ineligible
03/30/2026	888401	Morrison Maierle	Airport	$ 1,048.21	Amendment #13 Terminal Expansion Project - Local
03/30/2026	888401	Morrison Maierle	Airport	$ 47,371.63	Amendment 32 Design Taxilane Design - Federal
03/30/2026	888401	Morrison Maierle	Airport	$ 2,493.24	Amendment 32 Design Taxilane Design - Local
03/30/2026	888401	Morrison Maierle	Airport	$ 10,735.54	Amend 33 Drainage Pond E Design & Const Management - Fed
03/30/2026	888401	Morrison Maierle	Airport	$ 565.03	Amend 33 Drainage Pond E Design & Const Management - Loc
03/30/2026	888401	Morrison Maierle	Airport	$ 9,551.13	Ticketing Area & Baggage Belt System - Federal Share
03/30/2026	888401	Morrison Maierle	Airport	$ 502.69	Ticketing Area & Baggage Belt System - Local Eligible
03/30/2026	888401	Morrison Maierle	Airport	$ 3,378.14	Ticketing Area & Baggage Belt System - Non Eligible
03/30/2026	888401	Morrison Maierle	Airport	$ 132,487.98	Remodel Ticket Area & Baggage Belt Sys - Federal Share
03/30/2026	888401	Morrison Maierle	Airport	$ 6,973.06	Remodel Ticket Area & Baggage Belt Sys - Loc Eligible Share
03/30/2026	888401	Morrison Maierle	Airport	$ 46,859.65	Remodel Ticket Area & Baggage Belt System - Non-Eligible
03/30/2026	888401	Morrison Maierle	Transit	$ 132.00	Amendment #20 MET Bus Wash Equipment Upgrade
03/30/2026	888403	Motor Power Equipment	Fleet	$ 816.69	01B1593740
03/30/2026	888403	Motor Power Equipment	Fleet	$ 1,145.28	01B1593947
03/30/2026	888403	Motor Power Equipment	Fleet	$ 1,145.28	01B1593948
03/30/2026	888403	Motor Power Equipment	Fleet	$ 162.50	01B1594087
03/30/2026	888403	Motor Power Equipment	Fleet	$ 1,684.10	01B1594087
03/30/2026	888403	Motor Power Equipment	Fleet	$ 103.84	01B1594102
03/30/2026	888403	Motor Power Equipment	Fleet	$ 496.85	01B1594443
03/30/2026	888403	Motor Power Equipment	Fleet	$ (162.50)	01B1595759
03/30/2026	888407	Napa Auto Parts	Fleet	$ 31.00	724196

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03/30/2026	888407	Napa Auto Parts	Fleet	$ 52.80	724231
03/30/2026	888407	Napa Auto Parts	Fleet	$ 440.64	724302
03/30/2026	888407	Napa Auto Parts	Fleet	$ 138.00	724303
03/30/2026	888407	Napa Auto Parts	Fleet	$ 58.99	724303
03/30/2026	888407	Napa Auto Parts	Fleet	$ 39.38	724303
03/30/2026	888407	Napa Auto Parts	Fleet	$ 40.84	724303
03/30/2026	888407	Napa Auto Parts	Fleet	$ 53.29	724347
03/30/2026	888407	Napa Auto Parts	Fleet	$ 46.73	724414
03/30/2026	888407	Napa Auto Parts	Fleet	$ 167.64	724452
03/30/2026	888407	Napa Auto Parts	Fleet	$ 19.69	724459
03/30/2026	888407	Napa Auto Parts	Fleet	$ 20.42	724459
03/30/2026	888407	Napa Auto Parts	Fleet	$ 16.86	724671
03/30/2026	888407	Napa Auto Parts	Fleet	$ (440.64)	724710
03/30/2026	888407	Napa Auto Parts	Fleet	$ 173.54	724848
03/30/2026	888407	Napa Auto Parts	Fleet	$ 99.00	724850
03/30/2026	888407	Napa Auto Parts	Fleet	$ 94.00	724850
03/30/2026	888407	Napa Auto Parts	Fleet	$ 22.30	724850
03/30/2026	888407	Napa Auto Parts	Fleet	$ 52.20	724850
03/30/2026	888407	Napa Auto Parts	Fleet	$ 58.38	724918
03/30/2026	888407	Napa Auto Parts	Fleet	$ 71.52	724919
03/30/2026	888407	Napa Auto Parts	Fleet	$ 158.00	725076
03/30/2026	888407	Napa Auto Parts	Fleet	$ 78.68	725076
03/30/2026	888407	Napa Auto Parts	Fleet	$ 16.88	725076
03/30/2026	888407	Napa Auto Parts	Fleet	$ 14.24	725115
03/30/2026	888407	Napa Auto Parts	Fleet	$ 74.50	725475
03/30/2026	888407	Napa Auto Parts	Fleet	$ 8.44	725613
03/30/2026	888407	Napa Auto Parts	Fleet	$ 17.35	725690
03/30/2026	888407	Napa Auto Parts	Fleet	$ 156.73	725709
03/30/2026	888407	Napa Auto Parts	Fleet	$ 52.20	725773
03/30/2026	888407	Napa Auto Parts	Fleet	$ 17.50	725838
03/30/2026	888407	Napa Auto Parts	Fleet	$ 39.10	725863
03/30/2026	888407	Napa Auto Parts	Fleet	$ 38.48	725910
03/30/2026	888407	Napa Auto Parts	Fleet	$ 53.18	725910

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03/30/2026	888407	Napa Auto Parts	Fleet	$ 101.80	725994
03/30/2026	888407	Napa Auto Parts	Fleet	$ 10.06	726103
03/30/2026	888407	Napa Auto Parts	Fleet	$ 217.29	733315
03/30/2026	888407	Napa Auto Parts	Fleet	$ 326.55	733315
03/30/2026	888407	Napa Auto Parts	Fleet	$ 58.66	733315
03/30/2026	888407	Napa Auto Parts	Fleet	$ 92.70	733706
03/30/2026	888407	Napa Auto Parts	Fleet	$ 50.20	733706
03/30/2026	888407	Napa Auto Parts	Fleet	$ 53.92	733706
03/30/2026	888407	Napa Auto Parts	Fleet	$ 56.82	733706
03/30/2026	888407	Napa Auto Parts	Fleet	$ 144.60	733709
03/30/2026	888407	Napa Auto Parts	Fleet	$ 107.25	733983
03/30/2026	888407	Napa Auto Parts	Fleet	$ 61.71	733983
03/30/2026	888407	Napa Auto Parts	Fleet	$ 7.28	735214
03/30/2026	888413	Northern Industrial Hygiene	Facilities	$ 6,924.00	Environmental Consulting Services - Animal Shelter testing
03/30/2026	ACH	Northwest Pipe Fittings	Wastewater	$ 2,793.25	check valve for Rehberg Lagoon
03/30/2026	ACH	Northwest Pipe Fittings	Wastewater	$ 55.70	gasket/all thread studs for Rehberg Lago
03/30/2026	ACH	Northwest Pipe Fittings	Water	$ 5,432.00	3/4" REGISTER PIT E-CODER C/F (RH2F21)
03/30/2026	ACH	Northwest Pipe Fittings	Water	$ 5,432.00	5/8" PIT REGISTER HEAD E-CODER - 202NS90607 (RH2F11)
03/30/2026	ACH	Northwest Pipe Fittings	Water	$ 109.08	BLACK NIPPLE 1-1/4" X 10" P/N: 0451378
03/30/2026	ACH	Northwest Pipe Fittings	Water	$ 123.60	BLACK NIPPLE 1-1/4" X 12" P/N: 0451394
03/30/2026	ACH	Northwest Pipe Fittings	Water	$ 43.60	BLACK NIPPLE 1-1/4" X 3" P/N: 0451272
03/30/2026	ACH	Northwest Pipe Fittings	Water	$ 125.55	for backflow repairs @ Staples
03/30/2026	ACH	Northwest Pipe Fittings	Water	$ 99.60	HOSE NOZZLE O-RING K81 - #K8145 (#K8145) 2-334
03/30/2026	ACH	Northwest Pipe Fittings	Water	$ 7,500.00	low service 2 valve operations
03/30/2026	ACH	Northwest Pipe Fittings	Water	$ 161.16	NA OCI Containment supplies
03/30/2026	ACH	Northwest Pipe Fittings	Water	$ 701.75	PW WTP Staples CL2 System Repairs
03/30/2026	ACH	Northwest Pipe Fittings	Water	$ 391.97	service parts for 421 N 24th St
03/30/2026	888415	NorthWestern Energy	Airport	$ 39,942.86	0100482-9. Vault Main Account. March 2026.
03/30/2026	888415	NorthWestern Energy	Airport	$ 2,491.00	0100483-7. Runway Lights. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 1,715.94	0100484-5. ARFF Facility. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 363.74	0712792-1. IP-7. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 1,150.18	0712800-2. IP-9. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 498.03	0712809-3. IP-11. March 2026

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03/30/2026	888415	NorthWestern Energy	Airport	$ 125.73	1138926-9. Aero Interiors. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 507.90	1669567-8. TSA. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 1,288.65	1993430-6. Car Wash. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 405.24	2001846-1. Mud Wash. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 497.76	2001848-7. Detail Bay 1 Hertz. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 311.14	2001855-2. Detail Bay 2 National/Alamo. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 143.23	2001862-8. Detail Bay 3 Enterprise. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 438.08	2001865-1. Detail Bay 4 Avis/Budget. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 124.23	2001867-7. Detail Bay 5 Thrifty/Dollar. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 103.44	3085107-5. Employee Parking. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 242.65	3446396-8. USDA. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 2,061.21	34772311-9. Parking Zone. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 89.63	3733186-5. Airport Storage. March 2026
03/30/2026	888415	NorthWestern Energy	Airport	$ 159.22	438482-9. ASF. March 2026
03/30/2026	888415	NorthWestern Energy	CDBG	$ 30.60	1302 Parkhill Dr -FORECLOSURE ACQUISITION/REHAB PROG
03/30/2026	888415	NorthWestern Energy	Wastewater	$ 373.70	822 SHiloh Crossing LIFT...Feb 2026
03/30/2026	888421	Pierce Flooring	Airport	$ 5,211.45	Order BC009026, BC009027. Terminal Flooring
03/30/2026	888421	Pierce Flooring	Airport	$ 2,310.00	Order BC009026, BC009027. Terminal Flooring
03/30/2026	888425	Pride of Montana	Facilities	$ 16,555.00	Monthly cleaning of Stillwater Building
03/30/2026	888427	Ratco	Street/Traffic	$ 5,359.00	LIFTGATE AND HITCH
03/30/2026	ACH	Rexel USA	Wastewater	$ 389.19	consumable tools
03/30/2026	ACH	Rexel USA	Wastewater	$ 246.87	materials for storage Bldg lighting repl
03/30/2026	ACH	Rexel USA	Wastewater	$ 381.17	materials for Storage Bldg Lighting Repl
03/30/2026	ACH	Rexel USA	Wastewater	$ 181.34	relays for WRF Admin Lift Station and St
03/30/2026	ACH	Rexel USA	Wastewater	$ 638.59	wire - stock both plants
03/30/2026	ACH	Rexel USA	Water	$ 638.59	wire - stock both plants
03/30/2026	ACH	Rexel USA	Water	$ 49.93	wire labels for Voelker PLC Upgrade
03/30/2026	ACH	Rexel USA	Water	$ 54.92	wire labels for Voelker PLC Upgrade
03/30/2026	ACH	Rexel USA	Water	$ 109.84	wire labels for Voelker PLC Upgrade
03/30/2026	ACH	Rexel USA	Water	$ 238.54	WO 19-42 WEWTP..SYNC cables for UPS Con
03/30/2026	888438	Solid Waste Systems	Fleet	$ 43.09	P21554SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 945.88	P21554SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 83.08	P22166SPO-A

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03/30/2026	888438	Solid Waste Systems	Fleet	$ 849.06	P22166SPO-A
03/30/2026	888438	Solid Waste Systems	Fleet	$ 412.90	P22166SPO-A
03/30/2026	888438	Solid Waste Systems	Fleet	$ 48.11	P22166SPO-A
03/30/2026	888438	Solid Waste Systems	Fleet	$ 83.80	P22166SPO-A
03/30/2026	888438	Solid Waste Systems	Fleet	$ 4.98	P22166SPO-A
03/30/2026	888438	Solid Waste Systems	Fleet	$ 553.36	P22956SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 482.50	P22956SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 20.12	P23198SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 245.82	P23198SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 117.82	P23234SPO-A
03/30/2026	888438	Solid Waste Systems	Fleet	$ 1,399.62	P23234SPO-A
03/30/2026	888438	Solid Waste Systems	Fleet	$ 3,121.68	P23234SPO-A
03/30/2026	888438	Solid Waste Systems	Fleet	$ 251.40	P23234SPO-A
03/30/2026	888438	Solid Waste Systems	Fleet	$ 249.24	P23234SPO-A
03/30/2026	888438	Solid Waste Systems	Fleet	$ 4,287.85	P23425SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 246.89	P23425SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 159.28	P23937SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 1,665.17	P23937SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 23.72	P24012SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 1,499.67	P24012SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 16.59	P24026SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 1,806.16	P24026SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 250.14	P24744SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 148.72	P24744SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 740.09	P24938SPO
03/30/2026	888438	Solid Waste Systems	Fleet	$ 1,544.52	P24938SPO-A
03/30/2026	888438	Solid Waste Systems	Fleet	$ 334.87	P25474SPO
03/30/2026	888438	Solid Waste Systems	Solid Waste	$ 410.84	HOPPER COVER
03/30/2026	888438	Solid Waste Systems	Solid Waste	$ 410.84	HOPPER COVER
03/30/2026	888438	Solid Waste Systems	Solid Waste	$ 410.84	HOPPER COVER
03/30/2026	888438	Solid Waste Systems	Solid Waste	$ 410.84	HOPPER COVER
03/30/2026	888438	Solid Waste Systems	Solid Waste	$ 410.84	HOPPER COVER
03/30/2026	ACH	Standard Insurance Co	Payroll Clearir	$ 14,878.71	April 1, 2026; Standard Life Insurance

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03/30/2026	888439	Star Service	Wastewater	$ 2,605.00	Retainage Release Full
03/30/2026	888441	Stewart Title Company	CDBG	$ 10,000.00	FTHB - Megan and Ryan Miller
03/30/2026	888453	The Goodyear Tire & Rubber	Transit	$ 2,900.99	9867405174 tire lease
03/30/2026	888455	Tire-Rama	Solid Waste	$ 50.00	MOUNT
03/30/2026	888455	Tire-Rama	Solid Waste	$ 366.40	MOUNT
03/30/2026	888455	Tire-Rama	Solid Waste	$ 105.00	MOUNT
03/30/2026	888455	Tire-Rama	Solid Waste	$ 240.00	MOUNT
03/30/2026	888455	Tire-Rama	Solid Waste	$ 60.00	MOUNT
03/30/2026	888455	Tire-Rama	Solid Waste	$ 25.00	REPAIR
03/30/2026	888455	Tire-Rama	Solid Waste	$ 5.00	ROTATE
03/30/2026	888455	Tire-Rama	Solid Waste	$ 10.00	ROTATE
03/30/2026	888455	Tire-Rama	Solid Waste	$ 5.00	ROTATE
03/30/2026	888455	Tire-Rama	Solid Waste	$ 10.00	ROTATE
03/30/2026	888455	Tire-Rama	Solid Waste	$ 605.00	TIRE SERVICE
03/30/2026	888455	Tire-Rama	Solid Waste	$ 2,006.00	tires, tire repairs
03/30/2026	ACH	Town & Country Supply	Fleet	$ 18,439.84	452845
03/30/2026	ACH	Town & Country Supply	Fleet	$ 7,442.04	452845
03/30/2026	ACH	Town & Country Supply	Fleet	$ 5,201.52	452845
03/30/2026	ACH	Town & Country Supply	Fleet	$ 8,554.60	452845
03/30/2026	ACH	Town & Country Supply	Solid Waste	$ 20,027.82	453170
03/30/2026	ACH	Town & Country Supply	Transit	$ 10,186.70	453159 diesel fuel (2999 gal.)
03/30/2026	ACH	Town & Country Supply	Transit	$ 11,899.50	453159 diesel fuel (3000 gal.)
03/30/2026	ACH	Town & Country Supply	Transit	$ 5,533.68	454412 unleaded fuel (1,750 gal.)
03/30/2026	888459	Verizon Wireless	Engineering	$ 40.04	PW-Engineering
03/30/2026	888459	Verizon Wireless	Fleet	$ 43.00	Motor Pool
03/30/2026	888459	Verizon Wireless	General	$ 77.30	City Administrator
03/30/2026	888459	Verizon Wireless	General	$ 270.55	Code Enf. Cell Phones
03/30/2026	888459	Verizon Wireless	General	$ (9.29)	Code Enf. Cell Phones
03/30/2026	888459	Verizon Wireless	General	$ (37.13)	Code Enforcement Laptop
03/30/2026	888459	Verizon Wireless	Library	$ 399.46	Library
03/30/2026	888459	Verizon Wireless	Parking	$ 193.25	Parking
03/30/2026	888459	Verizon Wireless	PD Program	$ 425.15	CCSIU Cell/PTT
03/30/2026	888459	Verizon Wireless	PD Program	$ 60.04	CCSIU RAVEN

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/30/2026	888459	Verizon Wireless	Phone System	$ 160.16	Code Enforcement iPads
03/30/2026	888459	Verizon Wireless	Phone System	$ 70.03	WRF Cradle Point/Belknap Cradle Point
03/30/2026	888459	Verizon Wireless	Public Safety	$ 40.01	Bait Car
03/30/2026	888459	Verizon Wireless	Public Safety	$ 40.01	Fire Drone Hotspot
03/30/2026	888459	Verizon Wireless	Public Safety	$ 40.04	Fire iPad/ Test Verizon iPad
03/30/2026	888459	Verizon Wireless	Public Safety	$ 40.01	Fire MDT
03/30/2026	888459	Verizon Wireless	Public Safety	$ (21.39)	MDT Toughbooks
03/30/2026	888459	Verizon Wireless	Public Safety	$ 171.03	MDT Toughbooks
03/30/2026	888459	Verizon Wireless	Public Safety	$ 40.04	MDT Toughbooks
03/30/2026	888459	Verizon Wireless	Public Safety	$ 40.01	Police Bait Car and SRO
03/30/2026	888459	Verizon Wireless	Public Safety	$ 20.02	Police iPad St John
03/30/2026	888459	Verizon Wireless	Public Safety	$ 40.01	Police MiFi
03/30/2026	888459	Verizon Wireless	Solid Waste	$ 24.35	PW-SW-ON CALL Solid Waste On Call
03/30/2026	888459	Verizon Wireless	Street/Traffic	$ 130.09	PW-Streets iPad and Derick Milller -Street Cameras
03/30/2026	888459	Verizon Wireless	Street/Traffic	$ 244.37	PW-STRT TRFC Streets
03/30/2026	888459	Verizon Wireless	Transit	$ 369.02	MET AVL
03/30/2026	888459	Verizon Wireless	Transit	$ 750.56	MET Max Transit
03/30/2026	888459	Verizon Wireless	Transit	$ 710.50	MET Max Transit
03/30/2026	888459	Verizon Wireless	Transit	$ 280.07	MET Transit
03/30/2026	888459	Verizon Wireless	Wastewater	$ 310.25	MET Tablets
03/30/2026	888459	Verizon Wireless	Water	$ -	PWBLKNP Water Treatment iPad
03/30/2026	888459	Verizon Wireless	Water	$ 40.01	PWBLNP Comm-Meter CityWorks/Neptune
03/30/2026	888459	Verizon Wireless	Water	$ 70.07	PWBLNP Comm-Meter CityWorks/Neptune
03/30/2026	ACH	VertexOne Software	P.W. Admin	$ 4,010.84	Services for 02/2026
03/30/2026	ACH	Western Water Consultants	Water	$ 6,351.50	252840002
03/30/2026	ACH	Western Water Consultants	Water	$ 105,644.81	252840003
03/30/2026	ACH	Western Water Consultants	Water	$ 20,408.69	25284001 Invoice
03/30/2026	888465	Wilbur Ellis	Park Dist 1	$ 18,993.20	fertilizer for parks - invoice 17680641
03/30/2026	888465	Wilbur Ellis	Parks Maint	$ 535.60	fertilizer for parks - invoice 17680641
03/30/2026	888465	Wilbur Ellis	Parks Maint	$ 1,400.80	fertilizer for parks - invoice 17680641
03/30/2026	888465	Wilbur Ellis	Parks Maint	$ 741.60	fertilizer for parks - invoice 17680641
03/30/2026	888465	Wilbur Ellis	Parks Maint	$ 618.00	fertilizer for parks - invoice 17680641
03/30/2026	888465	Wilbur Ellis	Parks Maint	$ 1,153.60	fertilizer for parks - invoice 17680641

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/30/2026	888465	Wilbur Ellis	Parks Maint	$ 2,266.00	fertilizer for parks - invoice 17680641
03/30/2026	888465	Wilbur Ellis	Parks Maint	$ 1,606.80	fertilizer for parks - invoice 17680641
03/30/2026	888465	Wilbur Ellis	Parks Maint	$ 1,236.00	fertilizer for parks - invoice 17680641
03/30/2026	888465	Wilbur Ellis	Parks Maint	$ 1,648.00	fertilizer for parks - invoice 17680641
03/30/2026	888465	Wilbur Ellis	Parks Maint	$ 1,442.00	fertilizer for parks - invoice 17680641
03/30/2026	888465	Wilbur Ellis	Parks Maint	$ 824.00	fertilizer for parks - invoice 17680641
03/30/2026	888465	Wilbur Ellis	Parks Maint	$ 494.40	fertilizer for parks - invoice 17680641

Consent 1. L. 2.

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Payment of Claims for week of April 6th, 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 $4,462,390.23 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 04062026

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	888472	A-1 Landscaping & Nursery	Building	$ 390.00	Snow Plow / Removal Services: Planning
04/06/2026	888472	A-1 Landscaping & Nursery	CDBG	$ 95.00	Snow Plow / Removal Services: Community Development
04/06/2026	888472	A-1 Landscaping & Nursery	CDBG	$ 95.00	Snow Plow / Removal Services: Community Development
04/06/2026	888472	A-1 Landscaping & Nursery	Facilities	$ 2,175.00	Snow Plow / Removal Services: Operations Center
04/06/2026	888472	A-1 Landscaping & Nursery	Facilities	$ 680.00	Snow Plow / Removal Services: Stillwater Building
04/06/2026	888472	A-1 Landscaping & Nursery	Facilities	$ 960.00	Snow Plow / Removal Services: YVAS
04/06/2026	888472	A-1 Landscaping & Nursery	Library	$ 510.00	Snow Plow / Removal Services: Library
04/06/2026	888472	A-1 Landscaping & Nursery	Library	$ 345.00	Snow Plow / Removal Services: Library
04/06/2026	888472	A-1 Landscaping & Nursery	Parking	$ 200.00	Snow Plow / Removal Services: Parking
04/06/2026	888472	A-1 Landscaping & Nursery	Parking	$ 1,865.00	Snow Plow / Removal Services: Parking
04/06/2026	888472	A-1 Landscaping & Nursery	Parking	$ 2,310.00	Snow Plow / Removal Services: Parking
04/06/2026	888472	A-1 Landscaping & Nursery	Parking	$ 2,717.50	Snow Plow / Removal Services: Parking
04/06/2026	888472	A-1 Landscaping & Nursery	Parking	$ 902.50	Snow Plow / Removal Services: Parking
04/06/2026	888472	A-1 Landscaping & Nursery	Urban Renewa	$ 990.00	Snow Plow / Removal Services: Community Development
04/06/2026	888473	Ace Electric	Water	$ 17,000.00	WO 26-09 WTP Communications Tower; Pmt 1
04/06/2026	888473	Ace Electric	Water	$ 12,000.00	WTP Exterior Duct Bank; Pmt 1
04/06/2026	888475	Advanced Employment	General	$ 771.83	Inv. 1360101794 Inv. 1360101865
04/06/2026	888475	Advanced Employment	Solid Waste	$ 1,765.40	Contract Labor for week ending 03/22/20
04/06/2026	888475	Advanced Employment	Solid Waste	$ 696.00	Contract Labor for week ending 03/15/202
04/06/2026	888476	Adv Engineering and Environmental	Storm Sewer	$ 11,610.59	Retainage Release FULL
04/06/2026	888476	Adv Engineering and Environmental	Wastewater	$ 4,112.00	Phase 1 - Water/Wastewater Rate Study- Consultant Agreem
04/06/2026	888476	Adv Engineering and Environmental	Wastewater	$ -	Phase 2 - Water/Wastewater Rate Study- Consultant Agreem
04/06/2026	888476	Adv Engineering and Environmental	Water	$ 3,013.50	Phase 1 - Water/Wastewater Rate Study- Consultant Agreem
04/06/2026	888476	Adv Engineering and Environmental	Water	$ -	Phase 2 -Water/Wastewater Rate Study - Consultant Agreem
04/06/2026	888476	Adv Engineering and Environmental	Water	$ 13,474.07	WO 23-96 WTP Intake #2 Catwalk Renovations; Pmt 26
04/06/2026	888476	Adv Engineering and Environmental	Water	$ 8,514.50	WO 23-96 WTP Intake #2 Catwalk Renovations; Pmt 27
04/06/2026	888481	ATS Inland NW	Airport	$ 884.75	FY26 Energy Management Services - QTA
04/06/2026	888481	ATS Inland NW	Airport	$ 3,984.00	FY26 Energy Management Services - Terminal
04/06/2026	888482	BAR 10	Park Dist 1	$ 30,000.00	invoice 35; shop roof replacement at 521 S. Broadway
04/02/2026	888469	Bargreen Ellingson	Tax Incrmnt S	$ 46,846.37	ARC Concessions Equipment
04/06/2026	888484	Bcs Scrip	City Ins Fund	$ 6,700.00	Q1 Wellness Gift Cards 202667 - $100
04/06/2026	ACH	Burns & McDonnell Engineering	Water	$ 233,634.26	WO 19-42 West End Water Treatment Plant Project; Pmt 67
04/06/2026	888488	Capehon Development	Parking	$ 13,726.25	12_PARKING LEASE-APRIL AND UTILITIES REIMBURSEMENT

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	888490	Century Link	Airport	$ 49.20	Airport Terminal Power M
04/06/2026	888490	Century Link	Airport	$ 45.66	Airport Alarm
04/06/2026	888490	Century Link	Airport	$ 45.19	Airport 1FB Line
04/06/2026	888490	Century Link	Airport	$ 83.58	Airport
04/06/2026	888490	Century Link	Airport	$ 49.19	Airport P9 Building
04/06/2026	888490	Century Link	Airport	$ 78.20	Airport -Charges for Airport phone fax alarm line
04/06/2026	888490	Century Link	Airport	$ 31.99	Bill Date: Aug 16, 2021. QTA Phone
04/06/2026	888490	Century Link	Engineering	$ 118.40	Measured Lines Depot 50/50
04/06/2026	888490	Century Link	EOC 911	$ 45.65	911
04/06/2026	888490	Century Link	EOC 911	$ 45.65	911
04/06/2026	888490	Century Link	EOC 911	$ 300.00	9-1-1 Center Landfill #2
04/06/2026	888490	Century Link	EOC 911	$ 311.26	9-1-1 Center Fox Reservoir #2
04/06/2026	888490	Century Link	EOC 911	$ 2,495.90	9-1-1 Center
04/06/2026	888490	Century Link	Fleet	$ 44.69	Motor Pool
04/06/2026	888490	Century Link	General	$ -	Cemetery Kenco Line
04/06/2026	888490	Century Link	IT Resources	$ (161.62)	Kenco Security Alarm IT Alarm
04/06/2026	888490	Century Link	Library	$ 421.11	Library 6 lines (4) Library
04/06/2026	888490	Century Link	P.W. Admin	$ 118.40	Measured Lines Depot 50/50
04/06/2026	888490	Century Link	Park Dist 1	$ 66.00	Parks
04/06/2026	888490	Century Link	Park Dist 1	$ 63.00	Stewart Park Batting Cages
04/06/2026	888490	Century Link	Park Dist 1	$ 46.00	Parks 3890 Stillwater
04/06/2026	888490	Century Link	Parking	$ 35.19	Park 2 Elevator Phone
04/06/2026	888490	Century Link	Parking	$ 49.20	Park 1 Elevator Phone
04/06/2026	888490	Century Link	Phone System	$ 118.08	Library 4 lines
04/06/2026	888490	Century Link	Phone System	$ 93.16	Library 4 lines
04/06/2026	888490	Century Link	Phone System	$ 115.86	Airport Measured Lines
04/06/2026	888490	Century Link	Phone System	$ 111.90	Met Measured Lines
04/06/2026	888490	Century Link	Phone System	$ 112.68	BOC Measured Lines
04/06/2026	888490	Century Link	Phone System	$ 108.40	PUD Measured Lines
04/06/2026	888490	Century Link	Phone System	$ 2,764.00	Main System Centrex
04/06/2026	888490	Century Link	Phone System	$ 817.12	Main System Centrex
04/06/2026	888490	Century Link	Phone System	$ 616.31	Main System Centrex
04/06/2026	888490	Century Link	Phone System	$ 76.40	Still Water Building 9-1-1 line

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	888490	Century Link	Planning	$ 54.20	Planning Traffic Central Broadwater
04/06/2026	888490	Century Link	Planning	$ 54.20	Planning Traffic Central 9th
04/06/2026	888490	Century Link	Public Safety	$ 49.20	Fire Elevator
04/06/2026	888490	Century Link	Public Safety	$ 46.19	Crime Prevention Alarm
04/06/2026	888490	Century Link	Public Safety	$ 119.32	Fire
04/06/2026	888490	Century Link	Public Safety	$ 118.28	Fire RR Crossing Alarm
04/06/2026	888490	Century Link	Public Safety	$ 59.20	Fire 5 911 Line
04/06/2026	888490	Century Link	Public Safety	$ 35.19	Fire Maintenance Shop
04/06/2026	888490	Century Link	Radio	$ 311.26	Fire Airport Radio Tower WCK
04/06/2026	888490	Century Link	Radio	$ 311.26	Fire Airport Radio Tower Jellison
04/06/2026	888490	Century Link	Solid Waste	$ 89.98	513B WRF
04/06/2026	888490	Century Link	Solid Waste	$ 84.38	Solid Waste Landfill
04/06/2026	888490	Century Link	Solid Waste	$ 187.10	SW Landfill
04/06/2026	888490	Century Link	Street/Traffic	$ 35.19	PW Traffic 3728 McDougall
04/06/2026	888490	Century Link	Street/Traffic	$ 49.20	PW Traffic Signal 24 Central
04/06/2026	888490	Century Link	Wastewater	$ 56.33	PUD Sahara Sand Lift Station
04/06/2026	888490	Century Link	Water	$ 39.44	PUD Alarm Water Tower
04/06/2026	888497	Civicplus	Airport	$ 4,806.00	Airport Civic Send after removing COB
04/06/2026	888497	Civicplus	Airport	$ (3,604.50)	Airport Civic Send after removing COB -Credit
04/06/2026	888497	Civicplus	Airport	$ 1,134.59	Audio Eye for Airport
04/06/2026	888497	Civicplus	IT Resources	$ 30,176.24	Annual Hosting and Support fee
04/06/2026	888497	Civicplus	IT Resources	$ 2,026.00	CivicSend
04/06/2026	888497	Civicplus	IT Resources	$ 1,255.00	DNS and Domain Hosting Annual Fee:
04/06/2026	888497	Civicplus	IT Resources	$ (26,896.52)	DNS and Domain Hosting Annual Fee: -Credit
04/06/2026	888497	Civicplus	IT Resources	$ 125.00	SSL Management ci.billings.mt.us and billingsmt.gov
04/06/2026	888497	Civicplus	IT Resources	$ 125.00	SSL Management ci.billings.mt.us and billingsmt.gov
04/06/2026	888497	Civicplus	P.W. Admin	$ 7,176.21	SSL Management - CP provided only 1 per
04/06/2026	888497	Civicplus	Public Safety	$ 1,485.00	Premium Department Header fee _Police
04/06/2026	888497	Civicplus	Public Safety	$ 1,256.00	Premium Department Hosting annual fee/SSL mngmnt -Fire
04/06/2026	888497	Civicplus	Transit	$ 2,093.00	Ultimate Department Header Annual Fee
04/06/2026	888499	Community Solutions	Court Grants	$ 1,685.00	26 March CSI
04/06/2026	888499	Community Solutions	Court Grants	$ 1,570.00	26 March MDT Fees and ETGs
04/06/2026	888503	Dakota Supply Group	Water	$ 90.39	3/4" X 100' POLY PIPE - SDR9 CTS 250# P/N: 428303

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	888503	Dakota Supply Group	Water	$ 4,055.99	5' FIRE HYDRANT - PUSH ON P/N: 333-025-00060
04/06/2026	888503	Dakota Supply Group	Water	$ 7,880.00	6' FIRE HYDRANT BILLINGS SPECS - PUSH ON
04/06/2026	888503	Dakota Supply Group	Water	$ 1,150.29	CURB BOX 3/4" - 1 - 1/2" TAP - 7' BURY (56147)
04/06/2026	888503	Dakota Supply Group	Water	$ 1,192.85	Pipe for water service replacement
04/06/2026	888504	Dell Computer	Facilities	$ 2,455.00	Dell Pro Max 16" with 32GB RAM and dock -Facilities
04/06/2026	888504	Dell Computer	General	$ 368.00	Docking station -Nicole -Finance
04/06/2026	ACH	Dick Anderson	Water	$ 623,826.78	WO 19-12 West End Reservoir Const Services Contract; Pmt 13
04/06/2026	ACH	Dick Anderson	Water	$ 97,724.09	WO 26-16 West End Reservoir Const Services Contract; Pmt 13
04/06/2026	888506	DOWL	Water	$ 40,393.10	WO 26-01 Contract 1 2026 Water Replacement Project
04/06/2026	888502	D-Tech International US	Library	$ 2,500.00	3542 Locker annual agreements
04/06/2026	888508	DXP Enterprises	Park Dist 1	$ 2,086.74	Hydrogen sulfide, Oxygen - invoice 55733560
04/06/2026	888508	DXP Enterprises	Street/Traffic	$ 991.20	Absorb socks for oil spills in ditches
04/06/2026	888509	EBMS	City Ins Fund	$ 33,645.50	Benefit Management fee
04/06/2026	888509	EBMS	City Ins Fund	$ 9,025.50	Case Management Fee
04/06/2026	888509	EBMS	City Ins Fund	$ 770.00	CDH Admin Fee FSA
04/06/2026	888509	EBMS	City Ins Fund	$ 1,323.00	CDH Admin Fee HSA
04/06/2026	888509	EBMS	City Ins Fund	$ 1,669.50	Mar 2026 ACA Fees Invoice SIN6374414
04/06/2026	888509	EBMS	City Ins Fund	$ 8,205.00	PPO fee
04/06/2026	888509	EBMS	City Ins Fund	$ 82,583.30	Specific Premium
04/06/2026	888509	EBMS	Payroll Clearir	$ 815.00	Vision Admin fee
04/06/2026	888509	EBMS	Payroll Clearir	$ 13,093.04	VSP
04/06/2026	888510	Engineering Inc	Gas Tax	$ 35,938.00	09/22/2025..Approved by CC...$652,031...Engineer
04/06/2026	888510	Engineering Inc	Gas Tax	$ 18,051.50	Rimrock Rd: Clearview - %4th St W...Phase 2; Pmt 8
04/06/2026	888510	Engineering Inc	Gas Tax	$ 5,293.50	WO 25-36 Rimrock Road 54th - 62nd
04/06/2026	888510	Engineering Inc	Storm Sewer	$ 7,985.00	Rimrock Rd: Clearview - %4th St W...Phase 2; Pmt 8
04/06/2026	888510	Engineering Inc	Storm Sewer	$ -	WO 25-36 Rimrock Road 54th - 62nd
04/06/2026	888511	FCS	Storm Sewer	$ 4,876.25	WO 20-37 Stormwater Utility Development; Pmt 61
04/06/2026	888511	FCS	Storm Sewer	$ 5,936.25	WO 20-37 Stormwater Utility Development; Pmt 62
04/06/2026	888513	Fisher Sand & Gravel	Street/Traffic	$ 515.20	asphalt used for water break
04/06/2026	888513	Fisher Sand & Gravel	Street/Traffic	$ 654.08	asphalt used to repair water breaks
04/06/2026	888513	Fisher Sand & Gravel	Street/Traffic	$ 1,956.00	Concrete Delivery Streets
04/06/2026	888513	Fisher Sand & Gravel	Street/Traffic	$ 458.24	PUD Water Breaks
04/06/2026	888513	Fisher Sand & Gravel	Street/Traffic	$ 990.72	PUD Water Breaks

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	888513	Fisher Sand & Gravel	Street/Traffic	$ 218.88	Street Repair, Wilderness & grand
04/06/2026	ACH	Fisher's Technology	Central Servic	$ 4,709.69	Contract Invoice: March, 2026
04/06/2026	ACH	Great West Engineering	Solid Waste	$ 4,278.75	Landfill Engineering Services
04/06/2026	888519	Harris Systems USA	Building	$ 11,900.00	CITY VIEW TRAINING: MUNICIPAL-CUST DEP
04/06/2026	888520	HARVEST GRANGER APTS	Water	$ 26,884.30	MAR Refund...Harvest Granger Apts LLC...Acct # 3101052
04/06/2026	ACH	HDR	St Maint Dist	$ 49,401.25	WO 26-11 Monad Road Reconst - Daniel St to Moore Ln
04/06/2026	ACH	HDR	Storm Sewer	$ 9,167.31	WO 26-11 Monad Road Reconst - Daniel St to Moore Ln
04/06/2026	ACH	HDR	Water	$ 8,657.93	WO 26-11 Monad Road Reconst - Daniel St to Moore Ln
04/06/2026	888524	House to Home	Park Dist 1	$ 2,500.00	siding on Mountview cemetery offices Dec. 2025 windstorm
04/06/2026	888524	House to Home	Property Ins	$ 11,500.00	siding on Mountview cemetery offices Dec. 2025 windstorm
04/06/2026	888525	Hughes Fire Equipment	Fleet	$ 1,239.22	637417
04/06/2026	888525	Hughes Fire Equipment	Fleet	$ 54.69	637417
04/06/2026	888525	Hughes Fire Equipment	Fleet	$ 90.77	637620
04/06/2026	888525	Hughes Fire Equipment	Fleet	$ 871.46	637620
04/06/2026	888525	Hughes Fire Equipment	Fleet	$ 352.87	637621
04/06/2026	888525	Hughes Fire Equipment	Fleet	$ 2,891.46	637621
04/06/2026	888525	Hughes Fire Equipment	Public Safety	$ 1,756.23	--; DIAGNOSE & REPAIR
04/06/2026	888532	Interstate Power Systems	Airport	$ 5,045.20	R0070644504:01,R007064503:01. Repair Trans A-14 MB5
04/06/2026	888532	Interstate Power Systems	Airport	$ 5,120.20	R0070644504:01,R007064503:01. Repair Trans A-15 MB5
04/06/2026	ACH	Joe Johnson Equipment	Fleet	$ 188.87	P03603
04/06/2026	ACH	Joe Johnson Equipment	Fleet	$ 778.00	P03603
04/06/2026	ACH	Joe Johnson Equipment	Fleet	$ 1,244.00	P03608
04/06/2026	ACH	Joe Johnson Equipment	Fleet	$ 134.40	P03608
04/06/2026	ACH	Joe Johnson Equipment	Fleet	$ 54.84	P03609
04/06/2026	ACH	Joe Johnson Equipment	Street/Traffic	$ 830.00	STRIP BROOM
04/06/2026	ACH	Joe Johnson Equipment	Street/Traffic	$ 830.00	STRIP BROOM
04/06/2026	ACH	Joe Johnson Equipment	Street/Traffic	$ 830.00	STRIP BROOM
04/06/2026	ACH	Joe Johnson Equipment	Wastewater	$ 76.00	UNION
04/06/2026	ACH	Joe Johnson Equipment	Water	$ 76.00	UNION
04/06/2026	888537	Kittelson & Associates	Gas Tax	$ 1,726.85	WO 25-19 Transportation Corridor Plan; Pmt 8
04/06/2026	888537	Kittelson & Associates	St Maint Dist	$ 3,932.88	WO 25-39 Grand Ave Signal Coordination; Pmt 7
04/06/2026	888538	KLJ Engineering	St Maint Dist	$ 2,680.50	WO 26-26 Zimmerman & Ave E Signal Design
04/06/2026	888538	KLJ Engineering	St Maint Dist	$ 6,132.50	WO 26-26 Zimmerman & Ave E Signal Design

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	888538	KLJ Engineering	Storm Sewer	$ 1,361.50	WO 26-23 Hogans Slough Streambank Stabilization
04/06/2026	888539	Knife River	Street/Traffic	$ 1,843.51	1 1/2" gravel used in alleys
04/06/2026	888539	Knife River	Street/Traffic	$ 1,169.35	Gravel for South shiloh
04/06/2026	888539	Knife River	Street/Traffic	$ 576.56	Gravel used on streets
04/06/2026	888539	Knife River	Street/Traffic	$ 1,316.06	used in gravel streets
04/06/2026	888539	Knife River	Street/Traffic	$ 2,445.56	used in gravel streets
04/06/2026	888539	Knife River	Street/Traffic	$ 3,003.28	winter sand
04/06/2026	888542	L N Curtis and Sons	Public Safety	$ 4,104.00	Hurst Tool Repairs
04/06/2026	888543	L P Anderson Tire Co	Fleet	$ 76.20	419770
04/06/2026	888543	L P Anderson Tire Co	Fleet	$ 76.20	420058
04/06/2026	888543	L P Anderson Tire Co	Fleet	$ 140.40	423175
04/06/2026	888543	L P Anderson Tire Co	Street/Traffic	$ 2,592.00	TIRE
04/06/2026	888550	Matthew Roberts Concrete	Water	$ 1,000.00	concrete for service repair
04/06/2026	888550	Matthew Roberts Concrete	Water	$ 800.00	concrete repair for water service
04/06/2026	888550	Matthew Roberts Concrete	Water	$ 1,000.00	Concrete repair for water service
03/31/2026	ACH	Mitchell Court	Tax Incrmnt S	$ 500,000.00	SBURA TIF Project Mitchell Court TIF Project - SBURA $500k
04/06/2026	888555	Montana CSED	Payroll Clearir	$ 5,456.43	Payroll Summary
04/06/2026	888556	Montana DEQ	Wastewater	$ 43,901.25	Outfall Charge 2025-MT0022586
04/06/2026	888557	MFPE	Payroll Clearir	$ 3,134.56	Payroll Summary
04/06/2026	ACH	MMIA	Property Ins	$ 61,121.41	MMIA liability deductible.
04/06/2026	888558	Montana Peterbilt	Fleet	$ 186.46	131256BL
04/06/2026	888558	Montana Peterbilt	Fleet	$ 598.40	131257BL
04/06/2026	888558	Montana Peterbilt	Fleet	$ 1,676.79	131627BL
04/06/2026	888558	Montana Peterbilt	Fleet	$ 540.02	131776BL
04/06/2026	888558	Montana Peterbilt	Fleet	$ 327.41	131776BL
04/06/2026	888558	Montana Peterbilt	Fleet	$ 253.33	131776BL
04/06/2026	888558	Montana Peterbilt	Fleet	$ 141.22	131960BL
04/06/2026	888558	Montana Peterbilt	Fleet	$ 29.76	133546BL
04/06/2026	888558	Montana Peterbilt	Solid Waste	$ 216.45	CALIBRATE SWITCH
04/06/2026	888558	Montana Peterbilt	Transit	$ 212.50	133387BL core
04/06/2026	888558	Montana Peterbilt	Transit	$ 632.24	133387BL nox sensor
04/06/2026	888558	Montana Peterbilt	Transit	$ 482.36	133387BL water pump
04/06/2026	888559	Montana Radiator Works	Transit	$ 12,910.00	3858 radiator

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	888560	MSFA	Payroll Clearir	$ 6,162.01	Payroll Summary
04/06/2026	888561	Morrison Maierle	Wastewater	$ 6,457.53	WO 25-01 Contract 2: 2025 Sewer Replacement Project
04/06/2026	888561	Morrison Maierle	Wastewater	$ 55,946.81	WO 26-01 Contract 2: 2026 Sanitary Sewer Replacement
04/06/2026	888561	Morrison Maierle	Wastewater	$ 60,457.26	WO 26-01 Contract 2: 2026 Sanitary Sewer Replacement
04/06/2026	888562	Motor Power Equipment	Fleet	$ 416.76	01B1592901
04/06/2026	888562	Motor Power Equipment	Fleet	$ 4.03	01B1594907
04/06/2026	888562	Motor Power Equipment	Fleet	$ 275.97	01B1594952
04/06/2026	888562	Motor Power Equipment	Fleet	$ 1,524.35	01B1595528
04/06/2026	888562	Motor Power Equipment	Fleet	$ 371.50	01B1595820
04/06/2026	888563	MPPA	Payroll Clearir	$ 4,104.24	Payroll Summary
04/06/2026	888565	MT Dept of Revenue-CGR2	Solid Waste	$ 1,387.24	WO 25-07 Horizontal Landfill Gas Collector Construction
04/06/2026	888565	MT Dept of Revenue-CGR2	Water	$ 6,301.28	WO 19-12 West End Reservoir Project
04/06/2026	888565	MT Dept of Revenue-CGR2	Water	$ 987.11	WO 26-16 West End Reservoir Const Services Contract
04/06/2026	888568	Napa Auto Parts	Fleet	$ 18.60	726167
04/06/2026	888568	Napa Auto Parts	Fleet	$ 84.00	726189
04/06/2026	888568	Napa Auto Parts	Fleet	$ 8.43	726271
04/06/2026	888568	Napa Auto Parts	Fleet	$ 19.28	726299
04/06/2026	888568	Napa Auto Parts	Fleet	$ 392.72	726412
04/06/2026	888568	Napa Auto Parts	Fleet	$ (19.28)	726422
04/06/2026	888568	Napa Auto Parts	Fleet	$ 7.44	726452
04/06/2026	888568	Napa Auto Parts	Fleet	$ 912.34	726565
04/06/2026	888568	Napa Auto Parts	Fleet	$ 34.29	727255
04/06/2026	888568	Napa Auto Parts	Fleet	$ 16.95	727511
04/06/2026	888568	Napa Auto Parts	Fleet	$ 6.97	727532
04/06/2026	888568	Napa Auto Parts	Fleet	$ 4.11	727593
04/06/2026	888568	Napa Auto Parts	Fleet	$ 31.92	727645
04/06/2026	888568	Napa Auto Parts	Fleet	$ 35.79	727756
04/06/2026	888568	Napa Auto Parts	Fleet	$ 61.07	727797
04/06/2026	888568	Napa Auto Parts	Fleet	$ 6.04	727797
04/06/2026	888568	Napa Auto Parts	Fleet	$ 10.98	727797
04/06/2026	888568	Napa Auto Parts	Fleet	$ 18.07	727805
04/06/2026	888568	Napa Auto Parts	Fleet	$ 47.95	727961
04/06/2026	888568	Napa Auto Parts	Fleet	$ 38.90	727995

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04/06/2026	888568	Napa Auto Parts	Fleet	$ 117.98	727999
04/06/2026	888568	Napa Auto Parts	Fleet	$ 276.00	727999
04/06/2026	888568	Napa Auto Parts	Fleet	$ 143.48	728081
04/06/2026	888568	Napa Auto Parts	Fleet	$ 33.60	728365
04/06/2026	888568	Napa Auto Parts	Fleet	$ 17.44	728523
04/06/2026	888568	Napa Auto Parts	Fleet	$ 55.84	728525
04/06/2026	888568	Napa Auto Parts	Fleet	$ 77.79	728770
04/06/2026	888568	Napa Auto Parts	Fleet	$ 316.50	728812
04/06/2026	888568	Napa Auto Parts	Fleet	$ 6.97	728814
04/06/2026	888568	Napa Auto Parts	Fleet	$ 7.64	728814
04/06/2026	888568	Napa Auto Parts	Fleet	$ 35.74	728829
04/06/2026	888568	Napa Auto Parts	Fleet	$ 18.07	728946
04/06/2026	888568	Napa Auto Parts	Fleet	$ 41.52	735546
04/06/2026	888568	Napa Auto Parts	Fleet	$ 7.28	735801
04/06/2026	888568	Napa Auto Parts	Fleet	$ 10.76	735802
04/06/2026	888568	Napa Auto Parts	Fleet	$ 7.28	736060
04/06/2026	888568	Napa Auto Parts	Fleet	$ 14.56	736117
04/06/2026	888568	Napa Auto Parts	Fleet	$ 40.04	736774/736812
04/06/2026	ACH	Northwest Pipe Fittings	Water	$ 8,190.00	3/4" E-CODER WALL CU/FT METER W/RECPT ED2C11REF2
04/06/2026	ACH	Northwest Pipe Fittings	Water	$ 364.56	6" PLASTIC SEWER PIPE SDR35 P/N: 333-075-00180
04/06/2026	ACH	Northwest Pipe Fittings	Water	$ 221.20	8" PLASTIC SEWER PIPE SDR35 P/N: 333-075-00190
04/06/2026	ACH	Northwest Pipe Fittings	Water	$ 14,630.00	R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S)
04/06/2026	888571	NorthWestern Energy	Facilities	$ 730.70	0720829-1
04/06/2026	888571	NorthWestern Energy	Facilities	$ -	1160802-3
04/06/2026	888571	NorthWestern Energy	Facilities	$ -	1160804-9
04/06/2026	888571	NorthWestern Energy	Facilities	$ -	1269391-7
04/06/2026	888571	NorthWestern Energy	Facilities	$ 20,076.11	3927205-9
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 1,247.02	0100506-5
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 222.66	0712683-2
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 24.33	0722237-5
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 22.57	0722247-4
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 94.25	0722251-6
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 104.29	0722255-7

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04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 82.79	0722257-3
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 149.08	0722260-7
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ -	0722261-5
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ -	0722262-3
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ -	0722265-6
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 165.68	0722266-4
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 1.27	0722268-0
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 32.22	0722269-8
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 12.49	0722292-0
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 45.76	0722293-8
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 25.52	0722905-7
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 95.67	0722933-9
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 22.93	0723027-9
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 114.43	0723035-2
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 22.73	0723036-0
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 215.43	0723037-8
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 50.44	0723042-8
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 84.35	0723044-4
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ -	0723051-9
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ -	0723052-7
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 43.69	0723054-3
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 15.44	0723055-0
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 34.61	0723056-8
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 23.78	0723057-6
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 26.46	0723058-4
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 64.00	0723090-7
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 22.05	0723162-4
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 78.34	0723170-7
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 29.27	0789437-1
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 38.09	0920801-8
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 38.91	1141284-8
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 44.78	1230066-1

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04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 32.00	4081700-9
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 36.98	4089118-6
04/06/2026	888571	NorthWestern Energy	Park Dist 1	$ 60.14	4307764-3
04/06/2026	888571	NorthWestern Energy	Parking	$ 2,313.53	0720834-1
04/06/2026	888571	NorthWestern Energy	Parking	$ 1,623.03	1569636-2
04/06/2026	888571	NorthWestern Energy	Parking	$ 2,494.68	1594282-4
04/06/2026	888571	NorthWestern Energy	Parks Maint	$ 429.54	4299970-6
04/06/2026	888571	NorthWestern Energy	Public Safety	$ 1,522.67	0712537-0
04/06/2026	888571	NorthWestern Energy	Public Safety	$ 382.47	0720840-8
04/06/2026	888571	NorthWestern Energy	Public Safety	$ 493.31	1984150-1
04/06/2026	888571	NorthWestern Energy	Public Safety	$ 343.58	1984155-0
04/06/2026	888571	NorthWestern Energy	Public Safety	$ 4,817.66	3448739-7
04/06/2026	888571	NorthWestern Energy	Radio	$ 721.72	0721580-9
04/06/2026	888571	NorthWestern Energy	Radio	$ 208.97	1006915-1
04/06/2026	888571	NorthWestern Energy	Street/Traffic	$ 22.05	0723645-8
04/06/2026	888571	NorthWestern Energy	Street/Traffic	$ 32.35	2047000-1
04/06/2026	888571	NorthWestern Energy	Street/Traffic	$ 46.91	2047011-8
04/06/2026	888571	NorthWestern Energy	Tax Incrmnt S	$ 1,822.08	4312624-2
04/06/2026	888571	NorthWestern Energy	Transit	$ 42.62	0712764-0
04/06/2026	888571	NorthWestern Energy	Transit	$ 423.13	1784756-7
04/06/2026	888571	NorthWestern Energy	Wastewater	$ 1,299.10	2132749-9
04/06/2026	888571	NorthWestern Energy	Water	$ 604.44	0100478-7
04/06/2026	888571	NorthWestern Energy	Water	$ 4,287.86	0100540-4
04/06/2026	888571	NorthWestern Energy	Water	$ 517.01	0722252-4
04/06/2026	888571	NorthWestern Energy	Water	$ 5,236.39	0723043-6
04/06/2026	888571	NorthWestern Energy	Water	$ 585.70	805 Constitution...March 2026
04/06/2026	888572	Olympic Sales	Fleet	$ 3,919.46	16351
04/06/2026	888572	Olympic Sales	Fleet	$ 337.75	16351
04/06/2026	888572	Olympic Sales	Fleet	$ 293.52	16365
04/06/2026	888572	Olympic Sales	Fleet	$ 3,919.46	16365
04/06/2026	888578	Park One LLC	Facilities	$ 3,832.50	Park One Rent for April, 2026
04/06/2026	888584	Public Utilities	Airport	$ 10,824.87	02/17/26-03/19-2026 Terminal Water
04/06/2026	888590	Rocky Mountain Health Network	City Ins Fund	$ 8,000.00	Healthy Is-Corporate Wellness March 2026

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	888593	SB Friedman Development Advisors	Planning	$ 16,298.50	Professional Services through February 28, 2026
04/06/2026	888596	SK Geotechnical Corporation	Water	$ 10,354.00	WO 26-13 Zone 6 Water Reservoir..Prelim Geotechnical Eval
04/06/2026	888597	Solid Waste Systems	Fleet	$ 38.51	P21349PO
04/06/2026	888597	Solid Waste Systems	Fleet	$ 367.85	P21349PO
04/06/2026	888597	Solid Waste Systems	Fleet	$ 72.81	P22166SPO
04/06/2026	888597	Solid Waste Systems	Fleet	$ 16.92	P23234PO
04/06/2026	888597	Solid Waste Systems	Fleet	$ 27.48	P23234PO
04/06/2026	888597	Solid Waste Systems	Fleet	$ 97.08	P23234PO
04/06/2026	888597	Solid Waste Systems	Fleet	$ 25.19	P24017SPO
04/06/2026	888597	Solid Waste Systems	Fleet	$ 847.10	P24017SPO
04/06/2026	888597	Solid Waste Systems	Fleet	$ 20.12	P24481SPO
04/06/2026	888597	Solid Waste Systems	Fleet	$ 795.90	P24481SPO
04/06/2026	888597	Solid Waste Systems	Fleet	$ 1,425.65	P24614SPO
04/06/2026	888597	Solid Waste Systems	Fleet	$ 245.03	P24614SPO
04/06/2026	888597	Solid Waste Systems	Fleet	$ 27.03	P24614SPO
04/06/2026	ACH	Standard Insurance Co	Payroll Clearir	$ 14,878.71	April 1, 2026 Standard Life Insurance Premium
04/06/2026	888603	Sundown Security	Airport	$ 4,896.00	Aviation Workers Screening Services as Fed TSA. March 2026
04/06/2026	888603	Sundown Security	General	$ 392.32	Courier Services for March, 2026
04/06/2026	888603	Sundown Security	P.W. Admin	$ 407.83	Courier Services for March, 2026
04/06/2026	ACH	Teamsters Union Local 190	Payroll Clearir	$ 9,864.00	Payroll Summary
04/06/2026	888608	Tetra Tech	Solid Waste	$ 11,783.81	Gas Collection/Control System (GCCS) evaluation at Landfill
04/06/2026	ACH	Town & Country Supply	Airport	$ 27,304.00	Invoice #453182. QTA Car Rental Fuel
04/06/2026	ACH	Town & Country Supply	Fleet	$ 5,947.82	452851
04/06/2026	ACH	Town & Country Supply	Fleet	$ 5,676.58	452851
04/06/2026	ACH	Town & Country Supply	Fleet	$ 4,270.10	452851
04/06/2026	ACH	Town & Country Supply	Fleet	$ 13,665.10	452851
04/06/2026	ACH	Town & Country Supply	Public Safety	$ 8,068.34	Unleaded fuel and diesel for stations
04/06/2026	ACH	Town & Country Supply	Transit	$ 25,058.40	453176 diesel fuel (6000 gal.)
04/06/2026	ACH	Town & Country Supply	Water	$ 5,724.00	DIESEL FUEL
04/06/2026	ACH	Town & Country Supply	Water	$ 16,145.00	UNLEADED FUEL
04/06/2026	ACH	Tractor & Equipment	Fleet	$ 32.70	BLCS0880076
04/06/2026	ACH	Tractor & Equipment	Fleet	$ 64.14	BLCS0880076
04/06/2026	ACH	Tractor & Equipment	Fleet	$ 212.86	BLCS0880076

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04/06/2026	ACH	Tractor & Equipment	Fleet	$ 8.20	BLCS0880159
04/06/2026	ACH	Tractor & Equipment	Fleet	$ 233.61	BLCS0880159
04/06/2026	ACH	Tractor & Equipment	Fleet	$ 131.20	BLCS0880345
04/06/2026	ACH	Tractor & Equipment	Fleet	$ 82.96	BLCS0880345
04/06/2026	ACH	Tractor & Equipment	Fleet	$ 103.00	BLCS0880529
04/06/2026	ACH	Tractor & Equipment	Fleet	$ 1,068.73	BLCS0880529
04/06/2026	ACH	Tractor & Equipment	Fleet	$ 109.28	BLCS0880530
04/06/2026	ACH	Tractor & Equipment	Solid Waste	$ 90.39	CONNECTOR
04/06/2026	ACH	Tractor & Equipment	Solid Waste	$ 4,500.00	GUARD
04/06/2026	ACH	Tractor & Equipment	Solid Waste	$ 9,088.46	HANDLE, GUARD SUPPORT
04/06/2026	888612	TREH Commercial	Tax Incrmnt S	$ 843,502.05	TORGERSONS SOUTH TIF PROJECT 2026
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 500.00	0986 Lp Anderson Point S - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 781.80	0986 Lp Anderson Point S - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 1,859.04	1 Stop Automotive Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 40.00	Aa Kiosk0010282670409 - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 1,365.00	Airports Cncil Aci-Na - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 506.39	Alaska Air 0272136184872 - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ (506.39)	Alaska Air 0272136184872 - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 604.40	Alaska Air 0272136204876 - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 15.79	Amazon Mktpl*Be9Rj1Sc1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 15.28	Amazon Mktpl*Bp7Sj2B92 - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 40.00	American Ai 0010282566752 - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 950.00	American Association O - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 18.99	Bass Pro Billings432 - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 304.80	Batteries+Bulbs #0253 - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 10.00	Billings C* Mt - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 10,002.83	City Of Billiings Buildin - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 526.47	City Of Billiings Buildin - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 3,537.90	City Of Billiings Buildin - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 325.00	Conoco - Dons Auto Car Wa - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 1,756.00	Distinctlymontana.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 152.70	Ecolab Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 157.37	Ecolab Inc - PCard

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04/06/2026	ACH	U.S. Bank PCards	Airport	$ 138.10	Ecolab Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 237.73	Ecolab Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 152.70	Ecolab Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 157.37	Ecolab Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 138.10	Ecolab Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 2,260.89	Edge Construction Supp - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 600.00	Educate Llp - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 45.97	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 72.85	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 695.25	Firepenny - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 34.25	Forged In Steel Soluti - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ (78.46)	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 132.11	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 728.42	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 53.60	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 264.21	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ (264.21)	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 625.57	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 1,187.94	Hanson Chemical - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 421.95	Hose & Rubber - Blg - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 820.40	Ideal Manufacturing Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 780.00	In *Billings Clinic - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 6.00	In *Billings Clinic - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 74.00	In *Cotter'S Sewer, Septi - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 45.89	J And B Tool Sales - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 221.36	Kb Commercial Products - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 2,007.67	Kb Commercial Products - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 4.99	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 9.59	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 153.48	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 269.19	Marketing Specialties In - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 25.00	National Registry Emt - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 25.00	National Registry Emt - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 147.28	Norco - 97 - Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 76.23	Norco - 97 - Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 73.25	Norco - 97 - Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 1,080.08	Northwest Pipe Fittings - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 73.12	O'Reilly 1551 - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 1,500.00	Pzg**Mt Dept Environ Q - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 635.50	Pzg**Mt Dept Transport - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 131.90	Redd''S Prints & Signs In - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 726.45	Renaissance Hotels And - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 119.99	Spi*Directv Service - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 120.00	Spic And Span - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 2,051.28	State Chemic*State Che - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 37.91	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 13.70	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 157.71	Terminal Supply - Troy 1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 113.00	The Emblem Authority - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 1,488.33	The Iris Companies - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 602.65	Thero* Realtruck - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 2,500.00	Transportation Security C - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 54.00	Yellowstone Electric Comp - PCard
04/06/2026	ACH	U.S. Bank PCards	Airport	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 8.98	Albertsons #0038 - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 28.97	Albertsons #0047 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Building	$ 131.09	Amazon Mktpl*B94Z77Qu0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 40.54	Amazon Mktpl*Bd46T9Pa2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 28.61	Amazon Mktpl*Be9Qo2Gm0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ (69.99)	Amazon Reta* B10Qv99A2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 29.97	Amazon Reta* B587L4732 - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 120.50	American Water Technol - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 70.00	Business Improvement D - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 311.00	Creative Monograms - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 10.00	Glacier Express Car Wash- - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 64.86	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 243.18	Insight Public Sector - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 320.00	Int'L Code Council Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 100.00	Paypal *Bigskycount - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 110.40	Sq *Rollhouse Bakery Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 2.99	Target 00013334 - PCard
04/06/2026	ACH	U.S. Bank PCards	Building	$ 45.43	Wm Supercenter #2923 - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 538.02	Best Western Premier G - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 538.02	Best Western Premier G - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 538.02	Best Western Premier G - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 538.02	Best Western Premier G - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 19.99	Billingsgazettethriftynck - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 119.40	Canva* I04806-58560507 - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 49.71	Exxon Casey'S Corner S - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 25.59	Exxon Casey'S Corner S - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 20.00	Openai *Chatgpt Subscr - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 365.00	Paypal *Nwmt - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 365.00	Paypal *Nwmt - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 525.76	Res* Forgehotel - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 525.76	Res* Forgehotel - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 128.40	Tst* The Springs At The B - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 336.81	United 0162378121690 - PCard
04/06/2026	ACH	U.S. Bank PCards	CDBG	$ 336.81	United 0162378121691 - PCard
04/06/2026	ACH	U.S. Bank PCards	Central Servic	$ 84.18	Amazon Mark* Bd0Fs5G01 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Central Servic	$ 22.53	Amazon Mktpl*B13Hv5U51 - PCard
04/06/2026	ACH	U.S. Bank PCards	Central Servic	$ 126.27	Amazon Reta* B53H68Kf2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Central Servic	$ 39.99	Amazon Reta* B947O8Dl1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Central Servic	$ 55.00	Amazon Reta* B97I740N1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Central Servic	$ 26.59	Amazon Reta* Bd3Fq74X2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Central Servic	$ 152.68	Amazon Reta* Bd4At7Fw2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Central Servic	$ 86.38	Amazon Reta* Bd50X4Tb0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Central Servic	$ 379.70	Amazon Reta* Bp28R4Gq1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Court Grants	$ 70.00	Walmart.Com 8009256278 - PCard
04/06/2026	ACH	U.S. Bank PCards	Court Grants	$ 127.50	Yellowstone Coffee & Can - PCard
04/06/2026	ACH	U.S. Bank PCards	Engineering	$ 29.75	Amazon Mktpl*Bd0Wh8Fa0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Engineering	$ 19.97	Amazon Mktpl*Be93L0Nn2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Engineering	$ 99.98	Amazon.Com*B95Kg5Vs0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Engineering	$ 2,200.00	Csu Civil Engineering Web - PCard
04/06/2026	ACH	U.S. Bank PCards	Engineering	$ 999.00	Csu Civil Engineering Web - PCard
04/06/2026	ACH	U.S. Bank PCards	Engineering	$ 125.00	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Engineering	$ 16.67	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Engineering	$ 12.99	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Engineering	$ 1,150.00	Montana Co* Mt - PCard
04/06/2026	ACH	U.S. Bank PCards	Engineering	$ 39.99	Office Depot #450 - PCard
04/06/2026	ACH	U.S. Bank PCards	EOC 911	$ 19.98	Amazon Mktpl*Bd5Ia96O1 - PCard
04/06/2026	ACH	U.S. Bank PCards	EOC 911	$ 738.40	Delta Air 0062412770345 - PCard
04/06/2026	ACH	U.S. Bank PCards	EOC 911	$ 36.41	Holiday Stations 0274 - PCard
04/06/2026	ACH	U.S. Bank PCards	EOC 911	$ 43.52	Safeway Fuel1486 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 116.20	Amazon Mark* Be40O8200 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 460.74	Amazon Mark* Be6Gg9Wo1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 197.99	Amazon Reta* Bd80O5Qw2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 187.55	City Plumbing & Electric - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 388.40	Delta Air 0062410061891 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 388.40	Delta Air 0067471608890 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 100.57	Grand Sierra Adv Dep - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 100.57	Grand Sierra Adv Dep - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 16.99	Heights Ace Hdwe - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 599.99	Homedepot.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 34.97	Homedepot.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 1,220.00	In *Action Pest Control - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 845.00	In *Ryan Comyn - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 2,724.00	In *Ryan Comyn - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 1,904.61	Insight Public Sector - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 70.38	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 107.84	Radwell International - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 155.83	Radwell International - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 119.92	Sams Club #4805 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ (528.75)	Summit Fire And Security - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ (361.00)	Summit Fire And Security - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 1,708.00	The Blind Guy - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 49.88	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 52.53	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 152.03	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 118.26	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 51.76	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 39.98	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 13.96	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 16.88	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 27.74	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Facilities	$ 12.00	West End Lock And Securit - PCard
04/06/2026	ACH	U.S. Bank PCards	Fire Grants	$ 64.01	Cenex- Zip Trip #75 - PCard
04/06/2026	ACH	U.S. Bank PCards	Fire Grants	$ 32.94	Cenex-Zip Trip #59 - PCard
04/06/2026	ACH	U.S. Bank PCards	Fire Grants	$ 22.97	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Fire Grants	$ 28.14	Exxon Miles City #131 - PCard
04/06/2026	ACH	U.S. Bank PCards	Fire Grants	$ 1,566.50	Flir Detection ,Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Fire Grants	$ 133.59	Pilot_00907 - PCard
04/06/2026	ACH	U.S. Bank PCards	Fire Grants	$ 3.00	Pilot_00907 - PCard
04/06/2026	ACH	U.S. Bank PCards	Fire Grants	$ 148.94	Wm Supercenter #1956 - PCard
04/06/2026	ACH	U.S. Bank PCards	Fire Grants	$ 48.38	Wm Supercenter #1956 - PCard
04/06/2026	ACH	U.S. Bank PCards	Fleet	$ 117.29	Amazon.Com*Bd8Vl1Ae0 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Fleet	$ 655.33	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Fleet	$ 15.00	Bosch Automotive Service - PCard
04/06/2026	ACH	U.S. Bank PCards	Fleet	$ (45.48)	Stapls7674536423001001 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 19.99	Adobe Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 65.92	Amazon Mark* Bd0Fs5G01 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 18.49	Amazon Mark* Be17P0Q81 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 25.60	Amazon Mark* Be6K90Pp2 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 54.56	Amazon Mark* Bp4Tr88O0 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 19.79	Amazon Mktpl*Bd1Pp5F20 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 36.08	Amazon Mktpl*Bd49N12B2 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 21.84	Amazon Mktpl*Bd6L78Mc1 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 189.99	Amazon Mktpl*Bd9Np2212 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 18.12	Amazon Mktpl*Be4Ts7Hw1 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 24.59	Amazon Mktpl*Bp17Y06I2 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 116.66	Amazon Mktpl*Bp33A9131 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 78.03	Amazon Mktpl*Bp59M3E71 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 22.99	Amazon Mktpl*Bp6R84Fb1 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 44.44	Amazon Mktpl*Bp8O42Gy1 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 34.83	Amazon Mktpl*Bp8Sz5Rw1 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 37.46	Amazon Reta* Bd0Va2Sj1 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 42.09	Amazon Reta* Bd2Gw45Z1 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 112.10	Amazon Reta* Be9Nu8Qu1 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 52.80	Amazon Reta* Bp6Yg1Fe0 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 30.00	American Society Of Notar - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 144.56	Best Western Premier G - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 16.99	Billingsgazettethriftynck - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 43.00	Conoco - Conomart Iv - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 101.44	Costco Whse #1644 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 331.52	Econo Print - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 10.96	Fedex37342474 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 61.80	Fsp*State Bar Of Montana - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 283.25	Fsp*State Bar Of Montana - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 504.70	Fsp*State Bar Of Montana - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	General	$ 920.00	Government Finance Office - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 106.81	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 730.53	Insight Public Sector - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 420.00	Jsecbillings.Org - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 294.50	Lithia Cjd Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 8.99	Mileiq Us Monthly Sub - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 25.00	Montana Secretary State - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 608.48	Murray Hotel - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 20.00	Openai *Chatgpt Subscr - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 1,129.91	Py *International Municip - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 29.00	Remarkable - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 96.08	Rockets Gourmet Wraps And - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 33.38	Rockets Gourmet Wraps And - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 319.00	Sp Ipe National Busine - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 283.36	Sp Rainbow Store - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 182.00	Sq *Off Main Deli And Bak - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 146.91	Stacked A Montana Grill - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 37.39	Stapls7676243948000002 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 597.36	Stapls7676438153000003 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 27.32	The Ups Store 4741 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 2,525.97	Thomson West*Tcd - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 122.16	Tst* Spitz Restaurant Gro - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 97.00	Tst* Tiny'S Tavern - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 133.20	Tst*Montana Brewing Comp - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 80.25	Tst*Stellas Kitchen & B - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 1,429.05	Ultra Graphics, Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 156.98	Wasabi Technologies - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 25.34	Yellowstone County Treas - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 66.39	Zoom.Com 888-799-9666 - PCard
04/06/2026	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 38.00	Aaim - Services - PCard
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 92.11	Amazon Mktpl*Be1H819O2 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 28.70	Amazon Mktpl*Be5Jf0Zu0 - PCard
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 17.08	Amazon Mktpl*Be5Nu03A0 - PCard
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 37.95	Amazon Reta* B96A57Dt1 - PCard
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 19.34	Amazon Reta* Be5C72Z52 - PCard
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 8.99	Amazon Reta* Be8O81201 - PCard
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 36.93	Amazon Reta* Bp9Sa2I32 - PCard
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 622.92	Budget.Com Prepay - PCard
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 20.00	Claude.Ai Subscription - PCard
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 19.99	Google One - PCard
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 1,390.00	Montana Association Of - PCard
04/06/2026	ACH	U.S. Bank PCards	IT Resources	$ 239.99	Stapls7676152797000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 237.06	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 52.06	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 23.98	Albertsons #0038 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 10.48	Albertsons #0047 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 49.70	Amazon Mark* Bp5Hd66K1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 47.42	Amazon Mktpl*Bd4Dk1Or2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 10.95	Amazon Mktpl*Be3Dg6K40 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 35.66	Amazon Mktpl*Be3Kj2Ke0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 21.47	Amazon Mktpl*Bp2Tw5Hj1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 26.98	Amazon Mktpl*Bp7Tb0Io2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 14.29	Amazon Mktpl*Bp7W41480 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 26.95	Amazon Reta* B912O3Ye1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 16.99	Amazon Reta* B95Kn5K01 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 7.99	Amazon Reta* B97Dv6651 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 14.99	Amazon Reta* B98Q77Kj1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 14.31	Amazon Reta* B99S40Vr0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 12.10	Amazon Reta* Bd9Jc7Ue2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 40.49	Amazon Reta* Bd9Xy2Pq1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 16.99	Amazon Reta* Be1Y14Gg0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 17.77	Amazon Reta* Be2Qh3Dt2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 16.99	Amazon Reta* Be3Wa2Xt0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 16.87	Amazon Reta* Be5Zr66N2 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Library	$ 11.99	Amazon Reta* Be6Cm7Iu1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 10.99	Amazon Reta* Be9J469B2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 24.99	Amazon Reta* Bp0P65Ve2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 24.20	Amazon Reta* Bp29I2Ty1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 16.99	Amazon Reta* Bp60B7D91 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 36.99	Bestbuymkt807152271276 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 30.00	Build-A-Bear 1247 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 186.03	Cavendishsq - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ (1.00)	City Of Billiings Buildin - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 78.00	Collaborative Summer Libr - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 491.18	Demco Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 3.75	Dollar Tree - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 146.50	Dollartree - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 47.13	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 56.98	Gamestop - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 140.00	Google Workspace_Explorel - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 39.99	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 2,025.00	In *Automatic Doors Of Mo - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 460.00	In *Automatic Doors Of Mo - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 900.00	In *Cine Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 2,742.95	Kb Commercial Products - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 32.51	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 335.47	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ (1.00)	Metapay*Heynmemm72 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 1.00	Metapay*Heynmemm72 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ (1.00)	Metapay*Vw4Z9Evt62 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 1.00	Metapay*Vw4Z9Evt62 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 2,179.78	Moodle - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 195.76	Otc Brands *Otc Brands - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 40.99	Pizza Hut #1714 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 49.99	Pizza Hut #1714 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 107.89	Signupgenius - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 343.00	Simply Local Mag - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Library	$ 495.00	Sp Pencilguyshop.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 1,642.03	Sp Rise Gardens - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 200.00	Sq *Billings Best Balloon - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 255.00	Sq *Stomping Grounds Book - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 110.00	Sq *Stomping Grounds Book - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 20.00	Sq *Swanky Roots - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 12.00	Sq *The Sourdough Bagel - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 54.00	Sq *Yellowstone County Ne - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 54.00	Sq *Yellowstone County Ne - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 54.00	Sq *Yellowstone County Ne - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 8.06	Stapls7675908193000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 253.10	Stapls7914328331000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 176.76	Supplyhouse.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 1,115.98	Supplyhouse.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 247.96	Target 00001719 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 298.00	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 43.47	Tst* Nothing Bundt Cakes - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 70.01	Usat 1094Grfalltribcir - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 34.00	Usat Usatodaycirc - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 50.00	Video Trust - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 63.52	Wal-Mart #1956 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 22.71	Wal-Mart #2923 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 8.22	Wal-Mart #2923 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 12.98	Walmart.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 24.98	Wm Supercenter #1956 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 58.82	Wm Supercenter #1956 - PCard
04/06/2026	ACH	U.S. Bank PCards	Library	$ 59.12	Wm Supercenter #2923 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 28.78	Amazon Mark* Be2Bm2U52 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 11.99	Amazon Mark* Bp2Rw6Fo1 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 104.99	Amazon Mktpl*Bp9L32Eo1 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 210.45	Amazon Reta* Qp89T4I63 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 36.99	Billingsgazettethriftynck - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 34.98	Costco Whse #1644 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 89.54	Costco Whse #1644 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 73.85	Econo Print - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 999.00	Govt Social Media Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 550.00	Msu-Bz-Careersvc-Fair - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 11.99	Scribd* R686919915 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 14.85	Staples 00348045 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 67.59	Stapls7675535226000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 2.17	Stapls7675778289000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 12.09	Stapls7676062516000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 46.94	Stapls7676660819000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 408.40	United 0162385918565 - PCard
04/06/2026	ACH	U.S. Bank PCards	P.W. Admin	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 43.20	A & I Distributors - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 1,019.12	A&H Specialties - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 98.06	A&H Specialties - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 12.99	Adobe Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 69.99	Adobe Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 19.99	Adobe Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 69.99	Adobe Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 77.37	Adobe Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 14.49	Albertsons #0038 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 9.98	Albertsons #0038 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 26.01	Albertsons #0038 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 24.62	Albertsons #0038 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 26.73	Albertsons #0038 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 25.31	Albertsons #0038 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 32.98	Albertsons #0630 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 16.47	Albertsons #1227 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 131.95	Albertsons #4025 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 31.99	Amazon Mark* B50E415Q2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 194.85	Amazon Mark* B52R11Bq2 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 53.98	Amazon Mark* B91C28Bo2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 3,948.00	Amazon Mktpl*0Z75876A3 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 299.10	Amazon Mktpl*B92Tu7Oe1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 66.99	Amazon Mktpl*B95Hr7Ec1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 406.67	Amazon Mktpl*B96Yx9N81 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 104.40	Amazon Mktpl*Bd34F60M1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 35.99	Amazon Mktpl*Bd55F0Bx2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 129.98	Amazon Mktpl*Be15M7Fa2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 149.99	Amazon Mktpl*Be37V0B22 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 13.99	Amazon Mktpl*Bp71K1Rp1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ (13.99)	Amazon Mktplace Pmts - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 19.48	Amazon Reta* B57Us08Y2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 101.46	Amazon Reta* Bd02D9S92 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 169.68	Amazon Reta* Be1J769V2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 169.10	Amazon Reta* Be5U25N22 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 33.82	Amazon Reta* Bp57Z2Jo0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 27.78	Amazon Reta* Bp8Ai3Yl0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 27.78	Amazon Reta* Bp8Ai3Yl0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 28.62	Amazon Reta* Bp8Ai3Yl0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 18.94	Amazon.Com*Bd1Pb9Xl1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 18.95	Amazon.Com*Bd1Pb9Xl1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 60.00	Amazon.Com*Bd27Q4Tp1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Amazon.Com*Bd27Q4Tp1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 6.68	Amazon.Com*Bd65B1Mg1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 16.46	Amazon.Com*Be6U48Rk0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 17.78	Amazon.Com*Bp10Y3I52 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 4.99	Ampd Strong - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Ampd Strong - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 89.98	Bass Pro Billings432 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 728.00	Big Sky Irrigation Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 285.86	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 66.15	Billings Construction Sup - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 283.32	Billings Kubota Inc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 870.56	Bobcat Of Big Sky Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 100.00	Bobcat Of Big Sky Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 33.18	Buildersfirstsource64021 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 111.67	Buildersfirstsource64021 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 47.84	Buildersfirstsource64021 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 27.56	C And B Operations Billin - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 86.91	Carquest 3103 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 55.16	Cenex-East End - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 41.46	Circle K #2746420 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 198.00	Creative Monograms - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 426.25	Cycorp Trailer Parts And - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 418.55	Dxp Enterprises - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 12.99	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 30.97	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 20.97	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 49.97	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 97.96	Filterbuy - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 64.95	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 127.84	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 107.95	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 36.98	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 49.97	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 226.34	Harvest Tech-Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 26.94	Heights Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 22.32	Heights Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 7.96	Heights Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 203.64	Hose & Rubber - Blg - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 127.28	Interstate Batteries Of - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 113.08	Issa Intl Sports Scien - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 272.85	Jersey Mikes Online Uc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 21.75	Jimmy Johns - 1646 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 90.92	Kb Commercial Products - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 80.91	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 35.99	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 20.55	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 16.99	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 615.90	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 29.98	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 9.99	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 59.92	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 16.57	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ (16.57)	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 50.97	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ (16.99)	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 41.90	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 3.99	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 30.16	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 19.98	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 17.98	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 32.36	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 2.30	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 92.97	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 52.16	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 35.55	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 31.97	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 42.97	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 36.00	Lithia Cjd Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 67.88	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 127.40	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 46.88	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 144.05	Lowes #00907* - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 20.68	Lowes #00907* - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 78.78	Mead Lumber Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 448.56	Meadow Green - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 655.00	Medallion Vault & Casket - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 1,310.00	Medallion Vault & Casket - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 1,310.00	Medallion Vault & Casket - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 329.44	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 54.20	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 77.41	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 883.52	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 30.55	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 1,000.00	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 1,500.00	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 357.14	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 51.50	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 32.83	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 221.98	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 802.57	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 223.19	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 621.12	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 676.51	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 82.64	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 42.66	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 64.68	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 73.85	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 25.32	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 36.88	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 18.48	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 5.99	Napa Store 3547007 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 19.49	Napa Store 3547007 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 156.49	Norco - 97 - Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 210.25	Norco - 97 - Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 7.10	Norco - 97 - Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 2,084.05	Northwest Pipe Fittings - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 303.99	Northwest Pipe Fittings - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 6.04	Northwest Pipe Fittings - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 294.11	Northwest Pipe Fittings - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 107.81	Northwest Pipe Fittings - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ (107.81)	Northwest Pipe Fittings - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 25.48	O'Reilly 1551 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 250.00	Paypal *Littlebarts - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 120.00	Pepsicola Bottling Compan - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 69.00	Pilot_00684 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 525.00	Pumpservicenetwork.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 525.00	Pumpservicenetwork.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 525.00	Pumpservicenetwork.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 701.96	Rain Bird Online Store - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 62.67	Sams Club #4805 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 70.05	Samsclub #4805 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 243.96	Samsclub #4805 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 165.72	Shipton'S Big R West - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 47.98	Shipton'S Big R West - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 67.00	Six Robblees Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 20.00	Snappyduds - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 150.00	Sp Helm Publishing - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 89.99	Spectrum - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 21.99	Spotify P3Ff29C21B - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 18.72	Supplyhouse.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 94.65	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 64.07	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 58.91	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 12.45	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 19.57	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 1,349.64	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 65.82	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 1.05	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 89.25	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 349.98	Target.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 50.00	Textmagic.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 50.00	Textmagic.Com - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 111.85	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 15.94	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 32.94	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 118.61	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ (89.98)	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 89.98	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 29.97	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 55.84	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 69.24	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 18.96	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 105.03	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 89.98	The Home Depot 3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 75.76	Tire Rama 105 It - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 14.45	Tire Rama 105 It - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 385.00	Tl* 2026 Annual Mtrpa - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 144.96	Tractor Supply #1381 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 9.18	Tractor-Supply-Co #0303 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 30.98	Vistaprint - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 11.08	Wal-Mart #1956 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 13.46	Wal-Mart #1956 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 22.93	Wal-Mart #2923 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 16.54	Wal-Mart #2923 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 22.60	Wal-Mart #2923 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 425.00	Western Ranch Supply - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 27.00	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 72.39	Zumba Fitness - PCard
04/06/2026	ACH	U.S. Bank PCards	Park Dist 1	$ 35.00	Zumbini - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 90.00	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 52.50	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 90.00	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 18.99	Amazon Mktpl*Be6Nj6Gt1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 9.65	Amazon.Com*Bp83X38S0 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 602.07	Econo Print - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 69.73	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 2.99	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 3.00	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 9.72	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 9.72	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 13.58	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 13.59	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 7.49	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 7.49	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 2,249.91	Insight Public Sector - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 138.63	Kb Commercial Products - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 138.62	Kb Commercial Products - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 45.37	Kb Commercial Products - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 45.38	Kb Commercial Products - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 139.35	Kb Commercial Products - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 139.35	Kb Commercial Products - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 46.36	Kb Commercial Products - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 46.36	Kb Commercial Products - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 10.50	Spic And Span - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 10.50	Spic And Span - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 169.99	Stapls7676124230000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 11.48	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 11.49	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 0.78	Usps Po 2907800103 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 13.00	West End Lock And Securit - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 21.26	Wm Supercenter #2923 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parking	$ 21.27	Wm Supercenter #2923 - PCard
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 392.64	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 392.64	Midland Implement Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 261.32	Northwest Pipe Fittings - PCard
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 350.98	Rain Bird Online Store - PCard
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 175.49	Rain Bird Online Store - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 175.49	Rain Bird Online Store - PCard
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 526.47	Rain Bird Online Store - PCard
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 46.16	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 54.47	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 55.05	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 308.69	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 190.96	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Parks Maint	$ 27.82	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	PD Program	$ 1,800.00	3Si Security Systems - PCard
04/06/2026	ACH	U.S. Bank PCards	PD Program	$ 3,180.00	Aa & A Auto Rental - PCard
04/06/2026	ACH	U.S. Bank PCards	PD Program	$ 168.36	Amazon Mktpl*Bd2G61Ol2 - PCard
04/06/2026	ACH	U.S. Bank PCards	PD Program	$ 20.00	Conoco - Big Timber 2 103 - PCard
04/06/2026	ACH	U.S. Bank PCards	PD Program	$ 305.60	Copper King Hotel And Con - PCard
04/06/2026	ACH	U.S. Bank PCards	PD Program	$ 3,935.85	North American Rescue Ll - PCard
04/06/2026	ACH	U.S. Bank PCards	PD Program	$ 900.49	Rescue Essentials - PCard
04/06/2026	ACH	U.S. Bank PCards	PD Program	$ 4,984.89	Sp Tactical Medical - PCard
04/06/2026	ACH	U.S. Bank PCards	PD Program	$ 900.00	Sq *Mountain States Tacti - PCard
04/06/2026	ACH	U.S. Bank PCards	Planning	$ 137.58	Amazon Mktpl*Bd0D99722 - PCard
04/06/2026	ACH	U.S. Bank PCards	Planning	$ 19.42	Amazon Reta* Bd1428Fw1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Planning	$ 31.98	Costco Whse #1644 - PCard
04/06/2026	ACH	U.S. Bank PCards	Planning	$ 54.62	Jimmy Johns - 1646 - E - PCard
04/06/2026	ACH	U.S. Bank PCards	Planning	$ 70.00	Tst* Spitz Restaurant Gro - PCard
04/06/2026	ACH	U.S. Bank PCards	Planning	$ 21.35	Wix.Com 1225729871 - PCard
04/06/2026	ACH	U.S. Bank PCards	Planning	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 7.96	A&H Specialties - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 4,343.90	Adorama Inc. - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 149.90	Adorama Inc. - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 576.90	Adorama Inc. - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,471.01	Airbnb * Hm38Zmkjdk - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,639.19	Airbnb * Hmbwcr3P99 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,520.47	Airbnb * Hmwn4Pe4Hp - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 47.97	Albertsons #0047 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 17.98	Albertsons #1227 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ (9.00)	Albertsons #4041 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 19.99	Albertsons #4041 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 18.75	Amazon Mark* Bd2P85Kj2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 10.45	Amazon Mark* Be35E5Nj1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 29.84	Amazon Mark* Bp32H4Co2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 27.99	Amazon Mark* Bp6212Rc1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 113.44	Amazon Mktpl*B13Hv5U51 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 5.95	Amazon Mktpl*B52Ao9Kr2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 115.62	Amazon Mktpl*B53Nn44B2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 109.05	Amazon Mktpl*B55Tb3B22 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 21.11	Amazon Mktpl*B55Yx2862 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,262.53	Amazon Mktpl*B90225V50 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 9.99	Amazon Mktpl*B91Dq4U60 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 29.79	Amazon Mktpl*B92Oe30Q1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 132.67	Amazon Mktpl*B92Oe30Q1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 62.15	Amazon Mktpl*B93Sz2W42 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 61.98	Amazon Mktpl*B96Qx2Ry2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 39.10	Amazon Mktpl*B99J89381 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 14.24	Amazon Mktpl*B99Pj4Aq0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 113.99	Amazon Mktpl*Bd17Z5Op2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 12.59	Amazon Mktpl*Bd3343Fs0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 144.45	Amazon Mktpl*Bd5Js46O1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 5.95	Amazon Mktpl*Bd68T9Qo1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 308.98	Amazon Mktpl*Bd7Mp7Gx2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 263.78	Amazon Mktpl*Bd9X48841 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 183.54	Amazon Mktpl*Be2B420U1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 92.75	Amazon Mktpl*Be2G47O30 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 20.89	Amazon Mktpl*Be38N8T50 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 7.97	Amazon Mktpl*Be55L1Gi1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 37.93	Amazon Mktpl*Be56U8Yq0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 642.84	Amazon Mktpl*Be7Bp60L1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 26.99	Amazon Mktpl*Be8Nb1850 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,340.36	Amazon Mktpl*Bp43Z49B2 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 75.98	Amazon Mktpl*Bp4Wp94U0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 69.00	Amazon Mktpl*Bp8S02Eq2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 25.99	Amazon Mktpl*Bp8Ti10G2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 28.50	Amazon Mktpl*K32Fs3Ri3 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 27.63	Amazon Mktpl*O98Yz3J13 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 135.96	Amazon Mktpl*W933Z38E3 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ (79.98)	Amazon Mktplace Pmts - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ (49.98)	Amazon Mktplace Pmts - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 22.91	Amazon Reta* B96Ip9Mh1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 168.02	Amazon Reta* Bd4Hk5F30 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 12.44	Amazon Reta* Bd74R9Fo1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 102.72	Amazon Reta* Be12F78W0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 570.99	Amazon Reta* Bp8Wo5Tx0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 98.80	Amazon.Com*Bp3610Rq1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 183.20	American Air0017408876594 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 41.50	American Water Technol - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,182.13	Angel Armor - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 164.33	Appliance Parts Dr - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 148.87	Appliance Parts Dr - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,907.20	Applied Ind Tech 2422 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 279.07	Arrowhead Forensics - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 2,859.40	B&H Photo 800-606-6969 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ (76.00)	B&H Photo 800-606-6969 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 289.98	B&H Photo 800-606-6969 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,355.92	B&H Photo 800-606-6969 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 235.06	Batteries Plus #0598 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 60.00	Batteries+Bulbs #0253 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 87.99	Best Buy 00005926 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 41.77	Billings Hardware & Servi - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 39.99	Billingsgazettethriftynck - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 366.00	Bt *Cpu Medics - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 495.53	Budget Rent A Car - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 42.60	Cenex- Zip Trip #54 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 25.00	Cenex-Rocky Mountain Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 24.89	Common Cents #212 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 40.73	Common Cents #212 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 606.81	Concord Embassy Suites - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 37.00	Conoco - Helena 5 1258 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 31.48	Conoco - Hx Station 3 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 69.27	Conoco - Roundup Conoco - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 60.09	Conoco - Roundup Conoco - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 39.50	Conoco - Roundup Conoco - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 617.00	Copper King Hotel And Con - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 749.97	Costco Whse #1644 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 68.00	Creative Monograms - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 229.00	Creative Monograms - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 620.39	Delta Air 0067472956083 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 92.90	Econo Print - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 370.31	Econo Print - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 64.59	Econo Print - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 2,632.27	Econoprint - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 764.02	Econoprint - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 134.22	Equifax Inc. - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 26.99	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 22.14	Evident - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 271.00	Evident - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 629.66	Expedia 73389000208803 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 28.50	Exxon Miles City #131 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 46.44	Exxon Townsend #1385 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 77.97	Galls - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 144.00	Grammarly Co* 1Ejeyag - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 144.00	Grammarly Co*Mvcf5Lu - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 100.57	Grand Sierra Adv Dep - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 120.80	Hampton Inn Butte - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 2,775.00	Hanser Wrecker Company - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 462.71	Hanson Chemical - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 421.61	Hanson Chemical - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 758.96	Hanson Chemical - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 190.19	Hanson Chemical - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 124.91	Hanson Chemical - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 98.89	Hanson Chemical - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 46.29	Hanson Chemical - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 122.96	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 24.99	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 343.77	Helena Holiday Inn Expre - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 605.00	I/O Solutions, Inc. - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 4,127.36	Image Trend - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 815.00	In *Ryan Comyn - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 3,140.00	In *Ryan Comyn - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 2,557.00	In *Ryan Comyn - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 427.70	In *Talkpoint Technologie - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,700.00	In *Uprising - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 201.00	Int'L Code Council Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 370.00	Int'L Code Council Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 436.14	Iron Mountain - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,550.00	Isfsi.Org - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 218.00	Jimmy Johns - 1646 - M - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 26.99	Kinetic Marketing And Cre - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 34.98	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 73.76	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 89.95	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 69.98	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 206.94	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 4.99	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 943.42	Life Assist Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 203.00	Life Assist Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 836.00	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,134.00	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,245.00	Lowes #00319* - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,320.00	Medical Priority Consu - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 399.00	Medical Priority Consu - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 136.22	Mid-Rivers Telephone Coo - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 260.00	Minuteman Press Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 952.82	Moore Lane Vh - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 80.00	National Academies Of - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 450.00	National Association Of S - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 400.00	National Association Of S - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 400.00	National Association Of S - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 400.00	National Association Of S - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,539.00	National Band And Tag Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 203.85	Nemont - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 33.45	Office Depot #450 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 78.86	Office Depot #450 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 20.00	Openai *Chatgpt Subscr - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 20.00	Openai *Chatgpt Subscr - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 20.00	Openai *Chatgpt Subscr - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 20.00	Openai *Chatgpt Subscr - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 20.00	Openai *Chatgpt Subscr - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 25.00	Phillips 66 - Cf United A - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 55.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 55.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 394.37	Red Rock Adv Room Dep - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 727.72	Red Rock Hotel Fd - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 50.85	Red Rock Hotel Fd - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 122.85	Residence Inn Denver - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 47.40	Rockcreekcoffee.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 20.00	Ron Smith And Associates - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 900.00	Ron Smith And Associates - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 84.92	Sams Club.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 83.84	Samsclub #4805 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 550.00	Scheels Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 524.88	Selbys - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 82.59	Sherwin-Williams703429 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 179.95	Simsushare.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 371.04	Sleep Inn - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 371.04	Sleep Inn - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 35.94	Sp Batteryhawk Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 518.00	Sp Eberlestock - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 406.12	Sp Team Wendy - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 282.20	Sp Western Fire Supp - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 316.89	Spectrum - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 82.40	Sq *Mosaic Threads - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 2,100.00	Sq *Mountain States Tacti - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 900.00	Sq *Mountain States Tacti - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1.94	Stapls7675277441000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 32.28	Stapls7675714033000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 27.46	Stapls7675848665000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 5.82	Stapls7676081290000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 5.82	Stapls7676191599000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 113.27	Stapls7676307692000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 16.28	Stapls7676647555000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 111.65	Stapls7677075690000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 116.88	Stapls7677080280000002 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ (763.00)	Summit Fire And Security - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 680.00	Sumup *Silver Threads - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 2,500.00	Take It To The Streets - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,153.00	The Emblem Authority - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 25.96	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 177.20	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ (139.00)	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 91.88	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 210.17	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 149.00	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 2.28	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 15.97	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 156.00	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 129.88	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 23.57	The Ups Store 2594 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 131.13	The Ups Store 7778 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 152.55	Tlo Transunion - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 30.39	Travel Guard Group Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 80.00	Triangle Communications - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 159.60	Tst*Windbag Saloon & Dor - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 99.00	Txst Alerrt - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 833.28	Uline *Ship Supplies - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 307.90	United 0162381123879 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 307.90	United 0162381123880 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 606.81	United 0162381460727 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 297.15	United 0162382921178 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 24.71	United 0164376297751 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 24.71	United 0164376297752 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 15.83	Ups*Billing Center - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 37.60	Ups*Billing Center - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 36.31	Ups*Billing Center - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 16.91	Ups*Billing Center - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 14.56	Ups*Billing Center - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 236.96	Venetian/Palazzo Rm - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 236.96	Venetian/Palazzo Rm - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 236.96	Venetian/Palazzo Rm - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 20.00	Wal-Mart #1956 - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 134.56	Walmart.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 45.68	Walmart.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 448.79	Wasabi Technologies - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 299.98	Www Costco Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 149.99	Www Costco Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 149.99	Www Costco Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 1,499.90	Www Costco Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 25.34	Yellowstone County Treas - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 251.37	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 713.63	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 61.22	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 632.54	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Public Safety	$ 107.48	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 114.60	Amazon Mktpl*B19Gu6Yu0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 29.75	Amazon Mktpl*Bd0Wh8Fa0 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 267.40	Amazon Mktpl*Bp6E05X60 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 131.43	Awg 3575 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 112.33	Awg 3575 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 448.48	Awg 3575 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 249.99	Best Buy 00005926 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 1,373.52	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 3,479.94	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 715.44	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 437.32	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 108.00	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 1,636.08	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 874.64	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 40.92	Carquest 3103 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 8.75	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 201.07	Edge Construction Supp - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 73.50	Exxon Three Forks #138 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 1,780.14	Fastenal Company 01Mtbll - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 125.00	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 16.66	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 2,101.22	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 162.98	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 299.99	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 1,588.82	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 109.42	Hose & Rubber - Blg - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 552.83	Hose & Rubber - Blg - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 1,000.00	In *Anatek Labs, Inc. - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 140.16	Interstate Batteries Of - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 392.38	Jj Keller & Associates I - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 483.51	Jj Keller & Associates I - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 875.89	Jj Keller & Associates I - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 49.99	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 26.98	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 134.00	Lowes #00319* - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 68.94	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 24.99	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 30.65	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 48.67	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 19.58	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 19.90	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 18.58	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 51.30	Napa Store 3547001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 265.85	Northwest Pipe Fittings - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 42.57	Office Depot #450 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 7.99	O'Reilly 1551 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 280.02	Pacific Steel Branch #02 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 347.65	Paypal *Genuinemark - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 61.14	Sams Club #4805 - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 16.96	Six Robblees Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 246.76	Sq *Big Sky Safety Supply - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 150.55	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 223.14	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 227.64	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 245.58	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 12.56	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 14.50	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 27.88	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 3,136.62	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 5,000.00	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Solid Waste	$ 275.56	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Storm Sewer	$ 5,000.00	Pzg**Mt Dept Environ Q - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 629.55	Amazon Mktpl*B94Km0Lw0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 71.52	Amazon Mktpl*B98J22Yu0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 29.75	Amazon Mktpl*Bd0Wh8Fa0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 25.99	Amazon Mktpl*Bp5C72Ys0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 53.70	Amazon.Com*B52Er5282 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 33.81	Amazon.Com*B97Xr7V72 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 91.29	Amazon.Com*Bd67J26G1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 91.50	Batteries+Bulbs #0253 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 1,825.62	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 588.68	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 1,203.40	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 27.65	Bloedorn Lumber-Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 62.96	Bloedorn Lumber-Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 78.96	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 266.64	Edge Construction Supp - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 569.97	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ (179.98)	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 125.00	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 16.67	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 40.98	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 35.98	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 196.18	Jj Keller & Associates I - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 241.75	Jj Keller & Associates I - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 437.93	Jj Keller & Associates I - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 39.90	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 35.12	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 53.96	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 44.58	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 176.48	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 358.54	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 199.96	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 683.80	Nutrien Ag Solution 6543 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 760.80	Nutrien Ag Solution 6543 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 1,256.70	Nutrien Ag Solution 6543 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 295.00	Nutrien Ag Solution 6543 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 175.48	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 184.40	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 20.94	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 303.32	The Home Depot #3101 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Street/Traffic	$ 2,454.60	Tractor & Equipment - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 194.99	0986 Lp Anderson Point S - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 92.85	Aaim - Services - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 2,866.59	Abc Florida Parts Call Ct - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 69.99	Adobe Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 10.61	Aliexpress - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 37.76	Amazon Mktpl*B56D07Go2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 16.99	Amazon Mktpl*B92Cw9J51 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 57.95	Amazon Mktpl*B942T1V72 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 25.00	Amazon Mktpl*Be58T1L12 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 76.12	Amazon Mktpl*Be58T1L12 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 19.79	Amazon Mktpl*Bp93E2Vv2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 92.00	Amazon Mktpl*Pv7Uw1C33 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ (155.11)	Amazon Mktplace Pmts - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 54.86	Amazon Reta* B914X3381 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 52.30	Amazon Reta* B95Zm6481 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 119.16	Billings Construction Sup - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 31.58	Bolt Depot, Inc. - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 27.44	Clipsandfas - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 39.45	Gateway Fees - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 38.24	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 48.92	Hanson Chemical - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 328.00	In *Cotter'S Sewer, Septi - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 2,800.00	In *Peacock Cleaning Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 17.99	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 178.99	Lawson Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 103.84	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 101.26	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 577.44	Marriott Dc Georgetwn - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 26.48	Napa Online - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 95.66	Pacific Steel Branch #02 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 70.00	Pzg**Mt Dli Ebiz - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 70.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 79.00	School Bus Safety Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 1,500.00	Sq *Grizzly Oil Recovery, - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 25.19	Stapls7676672316000001 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 566.75	Sun Supply Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 415.00	Sun Supply Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 22.11	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 19.98	Target 00001719 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 92.94	Tlf*Gainans Floral And Gi - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 10.30	Vtu*Montana*Mvd - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 0.24	Vtu*Montana*Svc - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 2.77	Wm Supercenter #1956 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 2.77	Wm Supercenter #1956 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 27.77	Wm Supercenter #1956 - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 13.98	Yellowstone Ice & Water - PCard
04/06/2026	ACH	U.S. Bank PCards	Transit	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 2,288.19	360*Schuyler Rubber - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 2.50	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 10.19	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 10.18	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 10.19	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 10.18	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 286.87	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 85.00	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 38.00	Aaim - Services - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 250.00	Abpa - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 37.95	Amazon Mark* Bd6456372 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 29.75	Amazon Mktpl*Bd0Wh8Fa0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 14.87	Amazon Mktpl*Bd0Wh8Fa0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 9.52	Amazon Mktpl*Bd0Wh8Fa0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 27.98	Amazon Mktpl*Bd3A17O62 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 186.76	Amazon Mktpl*Bd9Eo6Xr1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 19.24	Amazon Mktpl*Be5H70G40 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 734.00	Automationdirect.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 351.00	Automationdirect.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 2,044.00	Automationdirect.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 230.00	Automationdirect.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 384.00	Automationdirect.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 9.90	Batteries Plus #0598 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 19.99	Best Buy 00005926 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 356.28	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 362.50	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 186.45	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 362.50	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 11.66	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 173.47	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 362.50	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 32.39	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 856.58	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 41.67	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 80.90	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 234.75	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 300.00	Colorado Industrial Pr - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 30.00	Conoco - High Country Tra - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 179.50	Creative Monograms - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 42.95	Ebay O*02-14308-24267 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 115.95	Edge Construction Supp - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 96.40	Edge Construction Supp - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 40.81	Edge Construction Supp - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 190.88	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 30.00	Fastenal Company 01Mtbll - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 125.00	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 62.50	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 16.66	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 8.33	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 150.46	Grainger - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 104.14	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 1,437.02	Hach Company - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 117.44	Hanson Chemical - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 23.58	Hanson Chemical - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 15.98	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 8.50	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 3.99	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 179.95	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 445.85	Heights Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 83.50	Heights Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 6.57	Heights Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 86.95	Heights Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 19.98	Heights Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 99.99	Imsi Design - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 250.00	In *Compliance Assurance - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 98.09	Jj Keller & Associates I - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 120.87	Jj Keller & Associates I - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 218.96	Jj Keller & Associates I - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 182.60	Kb Commercial Products - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 212.89	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 188.99	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 13.71	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 6.78	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 226.78	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 27.99	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 250.00	Macon Supply Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 190.90	Macon Supply Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 89.00	Mike Holt Ent - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 1,703.90	Millipore *Americas - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 1,271.68	Millipore *Americas - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 531.71	Montana Rural Water - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 132.50	Napa Store 3547007 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 32.30	Napa Store 3547007 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 6.86	Napa Store 3547007 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 250.00	Nema - Environmental T - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 183.99	Northern Tool - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 167.25	Northwest Pipe Fittings - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ (83.99)	O'Reilly 1549 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 102.98	O'Reilly 1549 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 19.98	O'Reilly 1751 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 100.00	Paypal *Ata Train - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ (100.00)	Paypal *Ata Train - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 1,024.95	Paypal *Genuinemark - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 371.10	Paypal *Genuinemark - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 150.00	Paypal *Lspretreatm - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 315.00	Paypal *Region8Pret - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 80.00	Pellco Ceu - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 1,200.00	Pzg**Mt Dept Environ Q - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 1,500.00	Pzg**Mt Dept Environ Q - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 20.16	Pzg**Mt Dept Of Ag Onl - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 1,083.43	Rsd - Billings#57 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 269.97	Shipton'S Big R East - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 27.97	Shipton'S Big R East - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 244.85	Sp Epasales - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 29.70	Staples 00348045 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 502.87	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 126.49	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 138.71	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 99.00	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 72.91	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 757.07	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 47.98	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 1,057.33	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 78.94	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 159.48	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 863.55	The Home Depot 3101 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 322.34	The Home Depot 3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 675.00	The Snell Group, Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 30.04	Thomas Scientific Holdin - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 16.98	Thomas Scientific Holdin - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 75.02	Thomas Scientific Holdin - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 2.58	Tractor Supply #3047 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 187.46	Tractor-Supply-Co #0303 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 489.92	Tractor-Supply-Co #0303 - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 408.30	Uline *Ship Supplies - PCard
04/06/2026	ACH	U.S. Bank PCards	Wastewater	$ 2,391.46	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 7.50	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 80.90	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 10.19	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 10.19	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 80.90	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 10.19	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 10.19	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 860.63	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 255.00	4Te*Pye-Barker Fire & Saf - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 1,232.88	Agilent Technologies, - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 95.94	Amazon Mark* B54Im5Ke2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 12.59	Amazon Mktpl*B552P0Kb2 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 29.75	Amazon Mktpl*Bd0Wh8Fa0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 14.88	Amazon Mktpl*Bd0Wh8Fa0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 28.49	Amazon Mktpl*Bd0Wh8Fa0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 29.97	Amazon Mktpl*Bd3F344U0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 16.62	Amazon Mktpl*Bd47G3O20 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 167.94	Amazon Mktpl*Bd5Fr7Tw0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 53.64	Amazon Mktpl*Bd5Ip6Nu0 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 199.99	Amazon Mktpl*Be7Lg1211 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 77.84	Amazon Mktpl*Be9O45Qc1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 56.35	Amazon Mktpl*Bp4N30M32 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 1,082.38	Amazon Mktpl*Bp7U217S0 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Water	$ 211.44	Amazon Mktpl*Oy65F5Va3 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 152.21	Amazon Mktpl*Sb5Fq2Ki3 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 14.35	Amazon Reta* Be9Po4Gd1 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ (850.00)	Arc_Membership_Payment - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 734.00	Automationdirect.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 72.00	Automationdirect.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 140.00	Automationdirect.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 550.00	Automationdirect.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 268.00	Automationdirect.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 44.52	Bass Pro Billings432 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 9.90	Batteries Plus #0598 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 356.29	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 334.62	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 310.18	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 186.45	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 669.24	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 310.18	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 11.67	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 11.67	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 173.48	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 97.16	Big Sky Linen & Uniform - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 1,220.00	Blueally Technology Sol - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 13.39	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 62.90	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 49.00	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 1,000.00	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 307.14	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 125.03	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 80.90	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 161.80	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 19.38	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 8.81	City Of Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 3.99	Conoco - Conomart Iv - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Water	$ 291.80	Customer Elation - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 33.00	Dxp Enterprises - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 55.00	Dxp Enterprises - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 31.98	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 29.98	Evergreen Ace Hardware - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 40.50	Fei, Inc. - Billings - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 941.07	Fibercablesdirect.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 125.00	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 62.50	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 16.67	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 8.33	Fsp*Gotsafety Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ (462.12)	Gordon Electric Supply - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 22.80	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 70.32	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 154.25	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 238.45	Grainger - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 291.05	Hach Company - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 70.73	Hanson Chemical - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 15.98	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 8.49	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 26.98	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 4.00	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 7.96	Harbor Freight Tools 207 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 65.97	Heights Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 42.97	Heights Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 67.52	Hose & Rubber - Blg - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 33.76	Hose & Rubber - Blg - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 1,011.47	Idexx Distribution Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 430.02	Idexx Distribution Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 98.10	Jj Keller & Associates I - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 120.88	Jj Keller & Associates I - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 218.98	Jj Keller & Associates I - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 10.69	Kings Ace Hdwe - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Water	$ 30.56	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 3.59	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 566.98	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 17.96	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 24.27	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 22.49	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 14.38	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 31.48	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 47.98	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 26.96	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 17.99	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 41.12	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 32.70	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 6.78	Kings Ace Hdwe - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 42.66	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 387.00	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 35.88	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 298.00	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 83.95	Lowes #00319* - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 170.48	Mcmaster-Carr - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 2,575.00	Metrohm Usa - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 184.00	Northern Tool - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 2,894.77	Perkinelmer.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 3,949.83	Provantage - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 3,949.83	Provantage - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 379.24	Provantage - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 750.00	Pzg**Mt Dept Environ Q - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 60.47	Pzg**Mt Dept Of Ag Onl - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 202.09	Sams Club #4805 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 141.14	Sherwin-Williams703203 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 1,113.75	Sigmaaldrich.Com - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 183.78	Sp Backflow Supply - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/06/2026	ACH	U.S. Bank PCards	Water	$ 79.00	Sp Linovision - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 135.00	Ss Machine Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 79.96	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 85.58	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 48.10	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 27.25	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 47.98	Tacoma Screw Products Inc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 113.13	The Home Depot #3101 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 675.00	The Snell Group, Llc - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 2.58	Tractor Supply #3047 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 22.86	Wm Supercenter #1956 - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 532.74	Www.Superbrightleds.Co - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 3,551.47	Yellowstone Valley Elect - PCard
04/06/2026	ACH	U.S. Bank PCards	Water	$ 35.99	Yellowstone Valley Elect - PCard
04/06/2026	2057	VertexOne Software	Solid Waste	$ 60,580.46	Services for 02/15/2026-02/14/2027
04/06/2026	2057	VertexOne Software	Storm Sewer	$ 37,558.29	Services for 02/15/2026-02/14/2027
04/06/2026	2057	VertexOne Software	Wastewater	$ 100,396.68	Services for 02/15/2026-02/14/2027
04/06/2026	2057	VertexOne Software	Water	$ 167,962.27	Services for 02/15/2026-02/14/2027
04/06/2026	888618	Warren Transport Inc	Wastewater	$ 44,842.00	WO 23-47 WRF Access Road RIP RAP
04/06/2026	888626	Yellowstone County Treasurer	General	$ 16,339.84	Roton Estate DP-56-2021-0385
04/06/2026	888627	YVAS	Public Safety	$ 40,038.75	Monthly payment and 5 months back rent reimbursement

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Public Hearing and Resolution: ARC Operations, Naming Rights, Advisory Board, Courts Fee Structures, and Excess Revenues
PRESENTED BY: Gavin Woltjer
Department: Parks/Rec/Public Lands
Presentation: Yes
Legal Review: Yes
Project Number: N/A

RECOMMENDATION
PRPL staff recommends Council conduct a public hearing to set tournament and court rental fees and approve a resolution which sets the fees; outlines the PRPL department as operators of the Courts Complex at the ARC for a period of three (3) years; identifies naming and sponsorship locations, durations, and values; outlines performance and financial metrics for PRPL staff to achieve; and, secures that all generated revenues at the facility will be used for operational costs or used to establish a capital reserve of $2M for future facility repairs and improvements.

EXECUTIVE SUMMARY
On April 21, 2025, PRPL, alongside A&E Design, Langlas Construction, and Johnson Consulting, presented the final design, construction timeline, and pro forma for the Amend Park Recreation Campus (ARC) Courts Complex. At that time, City Council requested ongoing involvement, leading to the formation of the ARC Operations Committee, composed of Council members, City Administration, and PRPL leadership.

The Committee met eight times between June and September 2025 to evaluate key operational components, including governance, programming, staffing, partnerships, and financial strategy. Guided by stakeholder input and industry expertise, the Committee assessed private, public-private, and public operational models. Based on market conditions and facility scale, both private and public-private models were deemed unsuitable. The ARC is not positioned to attract national tournaments and is better aligned with regional and local use, requiring flexible, community-focused management.

The Committee recommends that PRPL operate the facility for an initial three-year period, supported by a $500,000 commitment from the Billings Tourism Business Improvement District (BTBID). During this time, PRPL will be expected to meet defined financial and performance metrics. A membership-based model was also rejected due to the facility's lack of traditional fitness and aquatic amenities.

On September 15, 2025, City Council unanimously approved PRPL as the operator for the three-year term and directed staff to formalize a resolution outlining operational authority, performance metrics, fee structures, naming rights, advisory board composition, and the allocation of excess revenues toward operations and a $2 million capital reserve.

This approach establishes a clear, accountable framework to support the successful launch and long-term sustainability of the ARC Courts Complex.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
On April 21, 2025, PRPL staff, representatives from A&E Design, a representative from Langlas Construction, and a representative from Johnson Consulting presented to Council the final design of the Amend Park Recreation Campus Courts Building, construction timeline, and pro forma. From this conversation, PRPL Director Woltjer noted the request from Council to have Council be included in this project as it moved forward. Director Woltjer emailed Council to have Ward representatives select who they would like to join the ARC Operations Committee. Ward representatives consulted with each other and emailed their selected Ward representative to Director Woltjer.

The ARC Operations Committee is composed of the following individuals: CM Gulick (Ward 1), CM Neese (Ward 2), CM Kennedy (Ward 3), CM Aspenlieder (Ward 4), and CM Rupsis (Ward 5), City Administrator Chris Kukulski, Assistant City Administrator Kevin Iffland, PRPL Director Gavin Woltjer, and PRPL Recreation Superintendent Kory Thomson.

The ARC Operations Committee has met eight (8) times since their formation: June 4, June 18, July 2, July 23, August 6, August 20, September 3, and September 10. Meetings were held in City Hall on these dates from 11:00 am to 1:00 pm. except for the July 23 meeting which was held at Rose Pool.

Meeting topics included:
June 4: selection of a Committee Chair (CM Aspenlieder elected); rules of the Committee; preliminary discussion of ARC expectations
June 18: ARC hours of operations; concessions; ARC board/governance
July 2: ARC operation policy; potential daily, weekly, monthly programmatic scheduling; ARC staffing needs
July 23: field trip to Rose Pool to look at concessions, staffing, and Rose Park recreation programming; recreation partnerships
August 6: conversation with Ally Eggart from Visit Billings/TBID and Casey Conlon from Visit Billings/Sports Tourism
August 20: conversation with Dick Zier from SBURA; conversation with Brandon Dowling from Johnson Consulting
September 3: naming rights
September 10: overview September 15 Council work session presentation.

At the April 21, 2025, work session, Council requested Director Woltjer to explore three different operational modalities for the ARC: private, public-private, and public. Information was ascertained from Johnson Consulting that larger facilities can create more revenue generation than smaller facilities. The ARC is considered a smaller facility. The facility is composed of four (4) main courts that are convertible to eight (8) smaller courts, five (5) exterior 3-on-3 courts, a three (3) lane walking track, and one (1) multipurpose room. This space is primarily designed for tournaments, court rentals, and recreation programming. Johnson Consulting provided examples of Community First Champion Center in Wisconsin and the SportsPark Center in Greenville, TX. Both of these facilities started with a third party operational model. In both cases, the third party was not able to maximize profits. In the case of Community First Champion Center, this led to the facility reverting to local control when services diminished and care of the facility degraded. SportsPark Center, too, reverted to local control (Greenville Parks and Recreation) after three years. Johnson Consulting stressed that privately operated sports facilities are successful when national tournaments are available and are located in areas that are natural destinations for tourism or family vacations. The ARC facility is not designed to attract national tournaments. Johnson Consulting further expressed a key to success is the optimization of facility space through tournaments, recreation programming, court rentals, and concession sales. The pro forma from Johnson Consulting suggests that the Billings market would support regional and local tournaments, local events, and court rentals.

The ARC Operations Committee further explored the private-public model. This model was decided to be too restrictive for both parties because of concession revenue, technology and security concerns, and maintenance of the facility.

These meetings, in conjunction with conversations with stakeholders and subject experts, have provided a meaningful and prudent framework of how best to establish the ARC in a successful manner regarding facility operations and management for the next three (3) years. The ARC Operations Committee has expressed that PRPL should operate and manage the ARC facility for a three (3) year period. The decision for this three-year duration is in direct relation to the $500,000 committed by the Billings Tourism Business Improvement District (BTBID) to help offset operational costs during this time period. The ARC Operations Committee has requested PRPL meet financial and performance metrics during this three (3) year period. This Committee also concluded that the ARC facility is not conducive to a public membership model because it lacks fitness and aquatic amenities associated with typical recreation facilities.

PRPL staff presented the aforementioned information to City Council at the September 15, 2025, work session. City Council voted 9-0 to authorize the PRPL department to operate the Courts Complex facility located at the Amend Recreation Campus for a period of three (3) years. At this work session, it was requested that a resolution be put forth that will establish and memorialize the following: PRPL department as operators of the facility; performance and financial metrics PRPL staff need to achieve to continue the operation of the facility beyond the three (3) year timeline; tournament and court rental fees; naming rights and sponsorship locations, durations, and values; composition of the ARC advisory board; and, request all excess generated revenues at the facility will be used for operational costs or used to establish a capital reserve of $2M for future repairs or improvements at the facility.

FISCAL EFFECTS
PRPL staff developed the following estimated revenues and expenses based on conversations with industry experts and other facility comparisons.

Revenues: $650,000

- Tournaments (15) = $150,000
- Court Rentals (1250) = $100,000
- Concessions (based on tournaments only) = $80,000
    - The Committee agreed that concession operations should not be contracted to a third party. A similar model already established at Rose Pool will be utilized. Concessions will offer two different menus for

everyday operations and tournaments.
- Recreation programming ($10,000/month) = $120,000
- Sponsorship = $200,000

Expenses: $732,000 (BTBID has committed $500,000 total for three (3) years to offset operational costs)

- Facility Manager (salary and benefits) = $100,000
- Recreation Specialist/Tournament Coordinator (salary and benefits) = $80,000
- Maintenance staff (salary and benefits) = $70,000
- Support staff (wages) = $150,000
- Building costs (utilities) = $112,000
- Supplies/Equipment = $25,000
- Concession inventory = $30,000
- Contract Services = $150,000
- Reserves = $20,000 (the goal is to fully fund the reserve at 20% of the cost of the facility ($2M); this goal will be supplemented by funding from naming rights and any fiscal revenues above operational needs)

An MOU has been created with BTBID to outline how the breakdown of this money will occur each fiscal year.

The ARC Committee outlined a menu regarding opportunities for naming rights. Lifetime naming opportunities are not available. The menu is as follows:

- Main Building: 10 years; $1,000,000
- Building Community Lobby: 5 years; $500,000
- Four (4) 94' x 50" courts: 5 years; $150,000 (per court)
- Multipurpose Room: 3 years; $30,000
- Five (5) exterior 3-on-3 Basketball Courts: 3 years; $15,000 (per court)
- 95 Sponsorship Panels: 3 years; $3,000 (per panel)
- 12 Neptune Radio Annual Advertisements: 1 year; $10,000 (per business)

Preliminary discussions regarding naming rights revenue generation estimate that between $300,000-$425,000 could be collected yearly to be applied to operational expenses.

Court and Tournament Fee

- Weekday Court Rental Rate (non-tournament):

1. 94' x 50' court: $80.00/hour/per court
2. 74' x 44' court: $40.00/hour/ per court

- Tournament Rates:

1. 94' x 50' court: $100.00/hour/per court
2. 74' x 44' court: $50.00/hour/per court

- Exterior 3-on-3 Courts: $25.00/hour/per court

STAKEHOLDERS
PRPL department
City of Billings
Users of the ARC facility
Users of Amend Park campus
Billings Tourism Business Improvement District (TBID)
South Billings Urban Renewal Association (SBURA)
Visit Billings (Billings Chamber of Commerce)

ALTERNATIVES
Council may approve the resolution;
Council may amend the resolution;
Council may reject the resolution.

RESOLUTION 25-_____

A RESOLUTION ESTABLISHING OPERATIONAL AUTHORITY OF THE COURTS COMPLEX AT AMEND RECREATION CAMPUS TO THE PARKS, RECREATION, AND PUBLIC LANDS DEPARTMENT, FEE STRUCTURES, SPONSORSHIPS, PERFORMANCE METRICS, COMPOSITION OF THE ADVISORY BOARD, AND REVENUE ALLOCATION.

WHEREAS, at the April 21, 2025, work session, City Council requested Parks, Recreation, and Public Lands Interim Director Woltjer to explore three different operational modalities for the Courts Complex at Amend Recreation Campus (ARC) of private, public-private, or public; and

WHEREAS, PRPL, a department of the City of Billings, formed a sub-committee of five (5) elected officials from the Billings City Council, representing each ward, to explore operation and long-term maintenance for the Courts Complex at the ARC; and

WHEREAS, this subcommittee met with PRPL staff to study operational modalities no less than eight (8) times between June 4, 2025, and September 10, 2025; and

WHEREAS, the facility is composed of four (4) main courts that are convertible to eight (8) smaller courts, five (5) exterior 3-on-3 courts, a three (3) lane walking track, and one (1) multipurpose room; and

WHEREAS, this facility is primarily designed for tournaments, court rentals, and recreation programming; and

WHEREAS, similar facilities with different operational modalities were studied and discussed by the subcommittee and PRPL staff; and

WHEREAS, it was identified that a key to success is the optimization of facility space through tournaments, recreation programming, court rentals, naming rights and sponsorships, and concession sales; and

WHEREAS, after the examination of the different operational modalities the subcommittee expressed that the best operating modality for the Courts Complex was determined to be the PRPL department, and

WHEREAS, on September 15, 2025, at a Work Session, the Billings City Council took an informal vote of 9-0 in favor of PRPL operating the ARC for an initial period of three (3) years; and

WHEREAS, PRPL completed architectural design regarding construction and operation of the ARC, obtained conceptual drawings, and prepared a budget for the construction of the ARC and Amend Campus site work in the range of $20,000,000 funded by the South Billings Urban Renewal Association (SBURA); and, pro forma financials, including a budget for operation of the ARC, reflecting estimated annual revenues of approximately $392,000 (Year 1), $486,000 (Year 2) and $639,000 (Year 3) and an annual estimated operating shortfall of $260,000 (Year 1), $ 185,000 (Year 2) and $53,000 (Year 3); and

WHEREAS, on April 10, 2025, the BTBID Board conditionally approved providing funding for operational expenses of the ARC totaling $500,000 to be used to offset operational shortfalls in FY27, FY28, and FY29; and

WHEREAS, PRPL staff has prepared for the activation of the Courts Complex through tournaments, court rentals, and recreation programming, and is dedicated to meeting the objectives put forth in the performance and financial metrics; and

WHEREAS, PRPL staff is in full understanding that continued operation of the Courts Complex by the PRPL department is contingent on meeting or surpassing these metrics.

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

1. The City Council hereby directs PRPL staff to operate the Courts Complex at the Amend Recreation Campus for a period of three years.

2. The City Council hereby directs staff to meet or surpass the following performance and financial metrics and to provide quarterly reports to City Council detailing status of achieving metrics:
   A. Performance:
      i. FY27: set baseline for participation numbers
      ii. FY28: FY27 baseline plus 10% growth
      iii. FY29: FY28 participation numbers plus 5% growth
   B. Financial:
      i. FY27: recover 60% of operational costs
      ii. FY28: recover 80% of operational costs
      iii. FY29: recover 100% of operational costs

3. The City Council hereby directs staff to create an advisory board for the Courts Complex with the following composition of participants:
   A. School District 2 representative (1)
   B. Billings Tourism Business Improvement District representative (1)
   C. Public Community Members (3)
   D. City Council representative (1) (ex-officio)
   E. PRPL leadership representative (1) (ex-officio)

4. The City Council hereby authorizes PRPL staff to sell the following naming rights and sponsorships for the identified locations, duration, and values:
   A. Main Building: 10 years; $1,000,000
   B. Building Community Lobby: 5 years; $500,000
   C. Four (4) 94’ x 50’ courts: 5 years: $150,000 (per court)
   D. Multipurpose Room: 3 years; $30,000
   E. Five (5) Exterior 3-on-3 Basketball Courts: 3 years; $15,000 (per court)
   F. 95 Sponsorship Panels: 3 years; $3,000 (per panel)
   G. Twelve Neptune Radio Annual Advertisements: 1 year; $10,000 (per business)

5. The City Council hereby directs staff to charge the following amounts for use of the facility:
   A. Weekday Court Rental Rate (non-tournament):
      i. 94’ x 50’ court: $80.00/hour/per court
      ii. 74’ x 44’ court: $40.00/hour/ per court
   B. Tournament Rates:
      i. 94’ x 50’ court: $100.00/hour/per court
      ii. 74’ x 44’ court: $50.00/hour/per court
   C. Exterior 3-on-3 Courts: $25.00/hour/per court

6. The City Council hereby agrees that all generated revenues from this facility will be used for operational costs or used to establish a capital reserve of $2M for the facility.

7. 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: 04/27/2026
TITLE: MOU between the City of Billings and Billings Tourism Business Improvement District
PRESENTED BY: Gavin Woltjer
Department: Parks/Rec/Public Lands
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends the approval of the Memorandum of Understanding between the City of Billings and Billings Tourism Business Improvement District (BTIB) that establishes a financial agreement to help offset operating costs for the Courts Complex at the Amend Recreation Campus.

EXECUTIVE SUMMARY

Parks, Recreation, and Public Lands (PRPL) has advanced planning for the Courts Complex at the Amend Recreation Campus (ARC), completing architectural design, conceptual drawings, and a construction budget estimated at $20 million, funded by the South Billings Urban Renewal Association (SBURA). A pro forma and operational analysis prepared by Johnson Consulting (April 2025) projects increasing annual revenues from $392,000 in year one to $639,000 by year three, alongside declining operating shortfalls from $260,000 to $53,000 over the same period. To address these projected shortfalls, PRPL and City Administration engaged the Billings Tourism Business Improvement District (BTBID), which determined the project aligns with its mission. On April 10, 2025, BTBID conditionally approved up to $500,000 in funding over the facility's first three years of operation. This includes $260,000 in FY27 (with both startup and year-end support), up to $185,000 in FY28, and up to $55,000 in FY29, contingent on demonstrated need through financial reporting.
The agreement includes a provision for BTBID and PRPL to reconvene 12 months prior to the end of the term to evaluate future funding or partnership opportunities.

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

PRPL has completed the architectural design for the construction and operation of the Courts Complex at the ARC, including the development of conceptual drawings and a preliminary construction budget estimated at approximately $20,000,000. This project is funded by the South Billings Urban Renewal Association (SBURA). In April 2025, Johnson Consulting delivered a finalized pro forma and operational analysis to the PRPL Department. The analysis projects annual revenues of $392,000 in Year 1, $486,000 in Year 2, and $639,000 in Year 3. Additionally, the projected operating shortfall is estimated at $260,000 in Year 1, $185,000 in Year 2, and $53,000 in Year 3. (This pro forma did not include PRPL staff recreation programming and minimal sponsorship revenue.)

PRPL staff and City Administration met with the Billings Tourism Business Improvement District (BTBID) Board in September 2024, March 2025, and April 2025 to request financial support to offset projected operational shortfalls over a three-year period. The BTBID Board determined that the purpose and mission of the Courts Complex at the ARC align with its organizational goals. On April 10, 2025, the BTBID Board conditionally approved funding support for the facility's operational expenses, subject to the conditions outlined in the MOU section titled: "Conditions Precedent to BTBID Funding Commitment."

The BTBID has committed up to $500,000 in total funding to the City, to be administered by PRPL during the first three years of facility operations. The funding distribution is as follows:

- FY27: $100,000 allocated at the beginning of the fiscal year for start-up operational costs, with up to an additional $160,000 available at year-end to address any operational shortfall, as identified through PRPL's financial statements.
- FY28: Up to $185,000 available at year-end to address any operational shortfall, as identified through PRPL's financial statements.
- FY29: Up to $55,000 available at year-end to address any operational shortfall, as identified through PRPL's financial statements.

BTBID and PRPL have agreed to meet 12 months prior to the expiration of the MOU term to discuss potential future agreements.

FISCAL EFFECTS

The BTBID has committed up to $500,000 in total funding to the City, to be administered by PRPL during the first three years of facility operations. The funding distribution is as follows:

- FY27: $100,000 allocated at the beginning of the fiscal year for start-up operational costs, with up to an additional $160,000 available at year-end to address any operational shortfall, as identified through PRPL's financial statements.
- FY28: Up to $185,000 available at year-end to address any operational shortfall, as identified through PRPL's financial statements.
- FY29: Up to $55,000 available at year-end to address any operational shortfall, as identified through PRPL's financial statements.

STAKEHOLDERS

Billings Tourism Business Improvement District (BTBID)
City of Billings
PRPL department
Users of the Courts Complex at the ARC

ALTERNATIVES

Council may:

- Approve the MOU between the City of Billings and the Billings Tourism Business Improvement District (BTBID);
- Disapprove the MOU between the City of Billings and BTBID

Attachments

MOU CoB and BTBID
Johnson Consulting Pro Forma ARC

MEMORANDUM OF UNDERSTANDING

Between
City of Billings and
Billings Tourism Business Improvement District

This Memorandum of Understanding ("MOU") is entered into by and between the City of Billings , a Montana municipal corporation ("CITY") located at 316 N. 26th Street, Billings, MT 59101, and Billings Tourism Business Improvement District ("BTBID") located at 815 South 27th Street, Billings, MT 59101. CITY and BTBID are sometimes referred to herein individually as a "party" and collectively as the "parties".

Recitals

WHEREAS, in 2017 the owners of qualified lodging facilities in the City of Billings petitioned the CITY pursuant to §§ 7-12-110 et seq. MCA to renew a tourism business improvement district and on May 8, 2017, the Billings City Council approved Resolution No. 17-10619 to renew the District to be known as the Tourism Business Improvement District No. 0002 of the City of Billings, Montana (referred to herein as the BTBID).

WHEREAS, City Resolution No 17-10619 became effective October 1, 2017, and provides that the duration of the BTBID shall be for a period of 10 years as prescribed by § 7-12-1141 MCA and provides for the boundaries of the District, the property to be assessed, and the amount of assessments.

WHEREAS, the purpose of the BTBID is to aid tourism, promotion, and marketing within the District, to promote and market Billings, and to grow the Hotel Lodging Occupancy Demand.

WHEREAS, the CITY's Parks, Recreation and Public Lands Department ("PRPL"), a department of CITY, formed a sub-committee of five elected officials from the Billings City Council, representing each ward, to explore operation and long-term maintenance for the Amend Recreation Center ("ARC"). On September 15, 2025, at a Work Session, the Billings City Council took an informal vote of 9-0 in favor of PRPL operating the ARC for the first 3 years supported with a forthcoming Council Resolution.

WHEREAS, PRPL completed architectural design regarding construction and operation of the ARC, obtained conceptual drawings, and prepared a budget for the construction of the ARC and Amend Campus site work in the range of $20,000,000 funded by the South Billings Urban Renewal Association ("SBURA"); and, pro forma financials, including a budget for operation of the ARC, reflecting estimated annual revenues of approximately $392,000 (Year 1), $486,000 (Year 2) and $639,000 (Year 3) and an annual estimated operating shortfall of $260,000 (Year 1), $ 185,000 (Year 2) and $53,000 (Year 3).

WHEREAS, PRPL has met with the BTBID Board and requested assistance in funding the operations of the ARC. The BTBID Board determined that the purpose and mission of the ARC is consistent with the goals and purposes of the BTBID, and the BTBID wishes to work together with PRPL to promote the success of the ARC.

WHEREAS, on April 10, 2025, the BTBID Board conditionally approved providing funding for operational expenses of the ARC.

WHEREAS, PRPL has commenced construction of the ARC.

WHEREAS, BTBID's funding support for the ARC is intended to further the purposes of the BTBID and support the success of the ARC.

WHEREAS, the CITY and BTBID wish to document their agreement regarding BTBID's commitment to the future operation and management of the ARC.

NOW, THEREFORE, the CITY and BTBID, in consideration of the covenants and promises in this MOU and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby agree as follows:

1. The parties acknowledge that the Recitals above are true and correct statements of fact and are incorporated herein.

2. **BTBID Funding Commitment for ARC.** Subject to the terms and conditions set forth in Sections 5 and 6 below, BTBID will provide funding for expenses of the ARC as follows (the "BTBID Funding Commitment"):

   i. The BTBID Funding Commitment is intended to pay a total of up to $500,000 over the first three (3) years to support operational shortfall at the ARC.

3. **BTBID Future Requests for Assessment.** BTBID will propose work plans and budgets to the CITY for its FY 2027, FY 2028 and FY 2029 that will include amounts necessary to pay the BTBID Funding Commitment.

4. **BTBID Renewal of District**. The BTBID has an automatic termination date of September 30, 2027, based on its 10-year statutory duration. The BTBID Board intends to request a renewal of the BTBID for an additional 10-year term prior to the termination of the current term of the BTBID. If renewed, the new District shall submit work plans and budgets for the renewed District that will include amounts necessary to pay the BTBID Funding Commitment; provided, however, that in the event the District is not renewed, BTBID shall have no obligation to pay the BTBID Funding Commitment after expiration of the current term of the District.

5. **Terms of Payment of BTBID Funding Commitment.** The following terms shall apply to payment of the BTBID Funding Commitment:

a. The BTBID Funding Commitment will be paid directly by BTBID to PRPL, a department of the CITY, as manager and operator of the ARC. The payments shall be made by agreed means of payment.

b. BTBID will not be required to expend any portion of the BTBID Funding Commitment that was not required or expended to make up an operating shortfall during each fiscal year. Such unexpended funds will no longer be committed to fund the ARC and will not carry over to subsequent fiscal years. BTBID shall be entitled to use such unexpended funds for its other programs to promote tourism in the District.

c. The BTBID will provide a total funding commitment of up to $500,000 to the CITY for PRPL over the first three operating years, distributed as follow:

   i. FY27: $100,000 committed for start-up operational costs at beginning of fiscal year, with up to an additional $160,000 available at the end of the fiscal year to address any operational shortfall as identified through PRPL's financial statements.
   ii. FY28: Up to $185,000 available at the end of the fiscal year to address any operational shortfall as identified through PRPL's financial statements.
   iii. FY29: Up to $55,000 available at the end of the fiscal year to address any operational shortfall as identified through PRPL's financial statements.

d. PRPL shall keep adequate books and records, setting forth a true and accurate account of all transactions arising out of and in connection with the ARC. BTBID or its designated representative shall have the right, at any reasonable time and at its expense, to have access to and inspect and copy the contents of such books and records.

   i. PRPL will provide the Billings City Council and BTBID with quarterly financial statements reflecting actual operating revenues and expenses for the ARC in a form acceptable to BTBID. PRPL shall provide those statements to BTBID within 30 days after the end of each quarter. The financial statements will provide sufficient information to determine any operational shortfall for each fiscal year of the MOU.
   ii. PRPL Quarterly financial forecasts will be provided to the BTBID Board to assist with ongoing budgeting and planning.

e. BTBID and PRPL shall meet 12 months prior to the end of the term of this MOU to discuss any future agreements.

6. **Conditions Precedent to BTBID Funding Commitment.** The BTBID Funding Commitment pursuant to Section 2 of the MOU is expressly conditioned and

contingent upon satisfaction of each of the following conditions precedent in each quarter of the BTBID Funding Commitment as applicable:

a. Construction of the ARC is diligently pursued to completion and PRPL receives a certificate of occupancy.

b. The ARC remains fiscally viable and operational.

c. The CITY and BTBID approve the BTBID's subsequent annual work plans and budgets in amounts necessary to fund the BTBID Funding Commitment.

d. The CITY and BTBID property owners approve a renewal of the District to take effect upon termination of the current 10-year term of the District on September 30, 2027.

e. The ARC is owned by CITY, and will be properly and reasonably managed and operated by PRPL or a successor to PRPL that is acceptable to BTBID in its sole and absolute discretion.

f. PRPL timely provides BTBID with the quarterly financial statements required by Section 5C. of the MOU.

g. PRPL will appoint an advisory board to advise City Council on operations of the ARC. 20% of the voting authority of the ARC advisory board shall be represented by BTBID during the term of the BTBID Funding Commitment.

h. The ARC will be consistently operated and managed to promote its mission to promote indoor sports and to support economic activity through sports tourism and related community events.

i. PRPL and ARC management will coordinate with BTBID in promoting, arranging and scheduling events that support BTBID's purpose of promoting tourism, lodging stays, and sports tourism in the District.

j. PRPL will provide prominent lobby recognition for Visit Billings in a mutually agreeable form.

In the event any of these conditions' precedent are not satisfied, and such failure continues for 90 days following written notice from BTBID to the CITY, BTBID may terminate this MOU by written notice, in which case any and all obligations of BTBID under this MOU shall terminate and cease.

7. **Additional Documents.** The parties shall execute and acknowledge, if required, any and all documents consistent with this MOU and necessary to carry out its terms and conditions.

8. **This MOU and the rights associated therewith may not be assigned by the CITY without prior written consent of BTBID.**

9. **No Creation of Entity, Hold Harmless.** This MOU shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between CITY and BTBID. Neither CITY nor BTBID is authorized to act on behalf of the other in any manner in relation to the subject matter of this MOUt, and neither shall be liable for the acts, errors, or omissions of the other entered into, committed or performed with respect to or in the performance of this MOU. Each party agrees to indemnify and hold the other party harmless against any claims arising from the acts, errors, or omissions of its employees, agents, or Departments, related to CITY's ownership or PRPL's management or operation of the ARC; or for the party's material breach of the obligations under this MOU.

10. **No Delegation of Governmental Authority**. Nothing in this Agreement shall be construed as delegating governmental authority, policymaking authority, or operational control of ARC to BTBID.

11. **Governing Law, Informal Dispute Resolution, Venue.** This MOU shall be governed by, and construed in accordance with, the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13th Judicial District Court.

12. **Entire Agreement and Revocation of Prior Agreements.** This MOU embodies the entire understanding between CITY and BTBID with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this MOU. This MOU may not be modified except by written agreement of both parties.

13. **Severability.** If any provision of this MOU is held to be illegal or void, the validity of the remaining terms shall not be affected.

14. **Public Information.** All materials related to this MOU are considered public records and may be distributed by request made pursuant to Montana's Public Records Acts.

15. **Authorized Representatives.** The parties appoint the following authorized representative to receive notices and to provide direct communication between the parties:

For CITY:
PRPL Director, City of Billings
390 N. 23rd St.
Billings, MT 59101

For BTBID:
(Position), BTBID
(Address)
Billings, MT 59101

16. **Authorized Signatures.** The parties represent and agree that the persons signing this MOU have authorization to bind their respective entities to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year set

forth below.

Signed this ___ day of _____, 202__:

City of Billings, Montana

_____
Mike Nelson, Mayor

ATTEST:

_____
Denise Bohlman, Clerk

Signed this ___ day of _____, 202__:

Billings Tourism Business Improvement District

_____
Jeff Schoenhard, BTBID Chair



Amend Park Sport Court Facility Pro Forma & Operations Review

Billings, MT

April, 2025

JOHNSON CONSULTING

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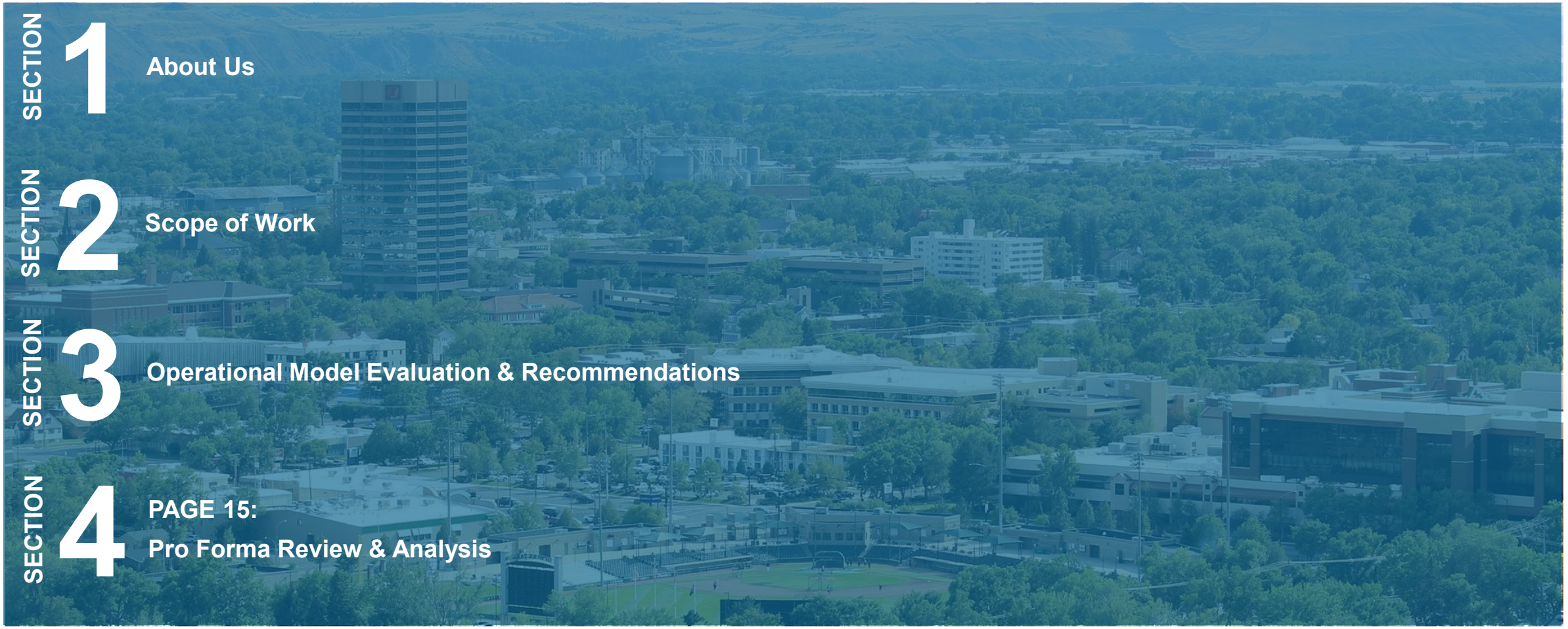


SECTION 1 About Us

SECTION 2 Scope of Work

SECTION 3 Operational Model Evaluation & Recommendations

SECTION 4 PAGE 15: Pro Forma Review & Analysis

JOHNSON CONSULTING



1. About Us

About Us



Johnson Consulting, founded in 1996, is specialized in the strategic planning and development advisory services for Fairgrounds, Sports, Convention, Hospitality, and Real Estate industries. Our keen processes utilize appropriate market data and precise analytics so that our Clients receive innovative and visionary recommendations that are financially sustainable. We aim to empower our clients to make the most informed decision in relation the risks and rewards of the project.

Services

- MARKET & DEMAND ANALYSIS
- FEASIBILITY STUDIES
- SITE ANALYSIS
- ECONOMIC AND FISCAL IMPACT STUDIES
- PROFORMA/FINANCIAL ANALYSIS
- FUNDING STRATEGIES
- STRATEGIC MASTER PLANNING
- OWNER'S REPRESENTATIONS
- PUBLIC/PRIVATE PARTNERSHIP ADVISORY
- RFQ/P SOLICITATIONS MANAGEMENT
- OPERATIONAL AUDITS & EXECUTIVE SEARCH

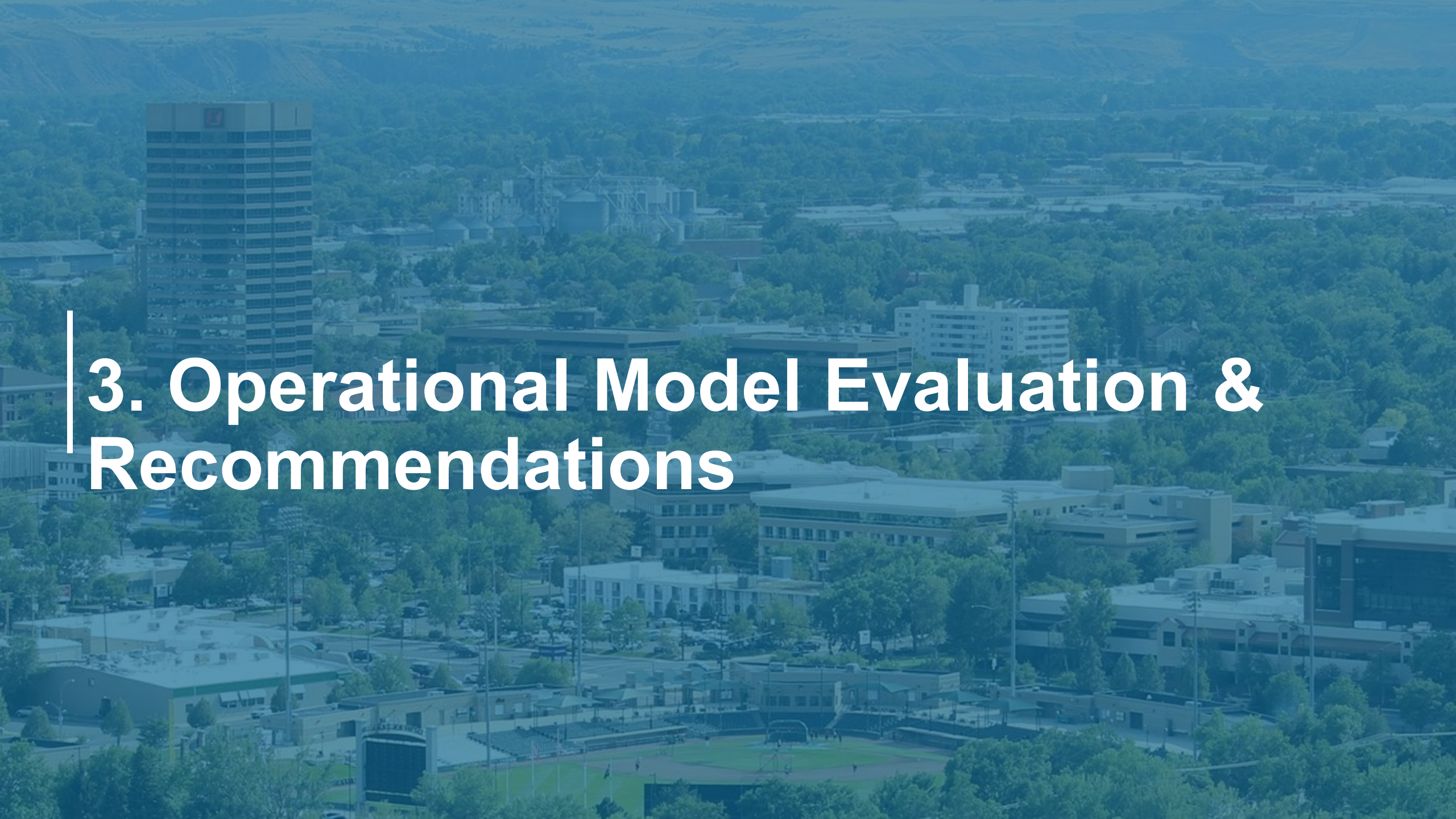


2. Scope of Work

Scope of Work

Project Overview

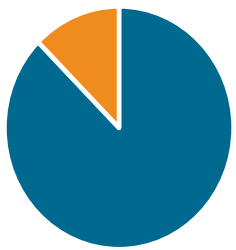
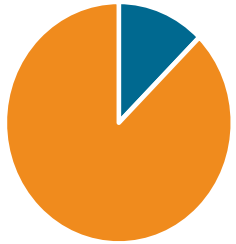
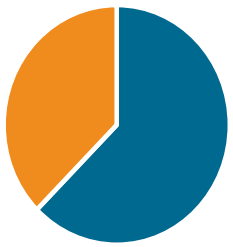
- Since 2019, the City of Billings Parks and Recreation Department has been exploring the development of a new recreation facility.
- The proposed facility would be managed by BPRD and include four full-sized basketball courts (convertible into eight junior-sized courts).
- Johnson Consulting was brought on to assess prior studies, proposed programming, financial projections (Pro Forma), and the operational model.
- Our goal is to evaluate the current planning and provide recommendations to improve operational efficiency and long-term sustainability.
- The analysis will draw on Johnson Consulting's industry expertise to optimize the facility's planning and potential execution.



3. Operational Model Evaluation & Recommendations

Operational Model Evaluation & Recommendations

Various Operating Structures

Operating Models	Public	Private	Public + Private	Non-Profit
Operator				
Public Utility / Revenue Generating				
Opportunities	Public Amenity	Revenue Generation	Varies	Community Interest & Social Responsibility
Challenges	Revenue Generation	Public Access	Varies	Breakeven Operation

- ❑ Risk of access and control must be measured as it correlates to the definition of success
- ❑ Each model can vary greatly based on its driver of success

Operational Model Evaluation & Recommendations

Public. Vs Private Sports Complex Operations

Recommendation for Public Management of Amend Sport Court Facility

- ❑ **Cost Savings:** Public management eliminates the need for a third-party operator and/or management fee, resulting in significant cost savings.
- ❑ **Efficiencies:** The BPRD can leverage its existing community recreational programming to create efficiencies and streamline operations.
- ❑ **Community Access:** Public management prioritizes community access, ensuring the facility remains available and accessible to local residents.
- ❑ **Regional Significance:** The Amend Sport Court Facility's unique characteristics and regional significance make it an attractive asset for public management, allowing it to serve as a hub for regional events and tournament programming.
- ❑ **Lack of Competition:** The facility's lack of nearby competition reduces the need for a strong sales and marketing team, minimizing the risk of private management prioritizing profit over community access.
- ❑ **Long-term success and community benefit:** By choosing public management, the BPRD can effectively manage the facility, ensuring its long-term success and community benefit, while also providing a unique and valuable sports tourism asset for the region.

	Public	Private
Pros	▪ Leverage Existing Public Programming ▪ Lower User Fees ▪ Community Focus ▪ Program Inclusivity ▪ Public Funding Availability	▪ Higher Quality Facilities & Services ▪ Efficient Decision-making ▪ Leverage Technology And Systems ▪ National Sponsorship Prospects
Cons	▪ Efficiency/Improvement Limitations ▪ Budget Constraints ▪ Lack National Brand ▪ Limited Marketing & Revenue Streams	• Higher User Fees • Profit Over Community • Limited Affordable Access • Challenged To Leverage Local Resources

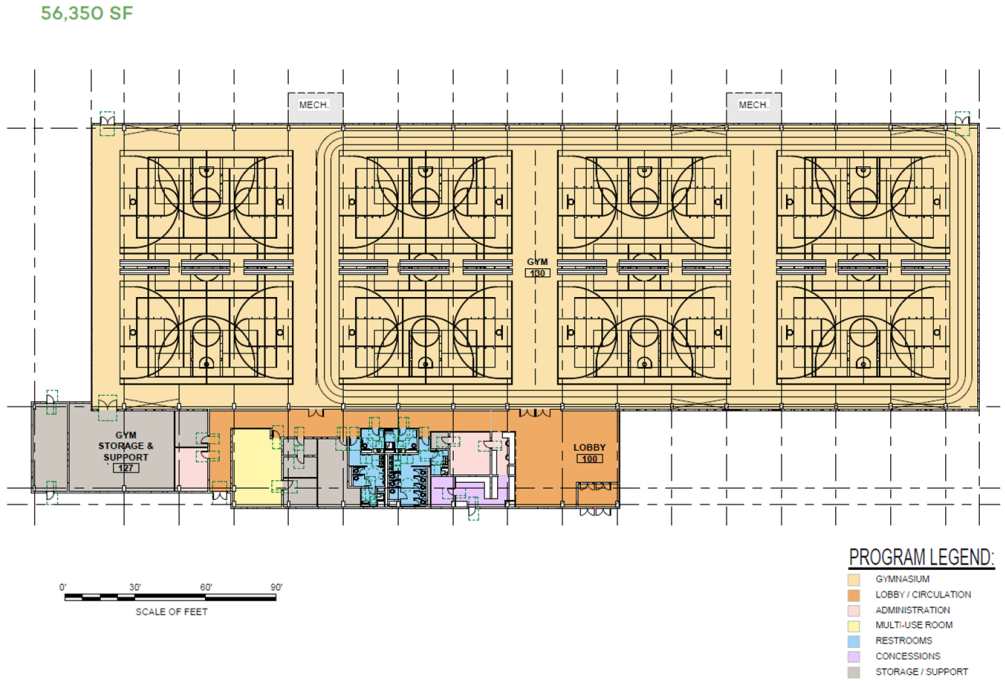


4. Proforma Review & Analysis

Proforma Review & Analysis

Overview

- Johnson Consulting sees strong market potential for the 56,000 sq. ft. Amend Park Sport Court Facility, citing a regional gap in similar multipurpose indoor venues.
- The analysis assumes the facility will operate 98 hours per week (8 a.m.–10 p.m. daily).



Amend Park Sport Court Facility Hours of Operations

Daily (8 a.m. - 10 p.m.)	Operating Hours
Monday	14
Tuesday	14
Wednesday	14
Thursday	14
Friday	14
Saturday	14
Sunday	14
Total	**98**

Source: Johnson Consulting

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Proforma Review & Analysis

Key Revenue Assumptions

Daily Admissions

- ❑ The facility will operate on a drop-in basis with daily fees based on age and residency, attracting an estimated 22,950 total admissions in Year 3.
- ❑ Johnson Consulting projects slightly higher daily admission revenue than BPRD's original estimates—$100,980 for Public and $111,078 for Private operation in Year 3—due to higher fees typically charged by Private operators.
- ❑ Differences between Johnson Consulting's and BPRD's revenue projections are modest, with less than a $1,000 variance by Year 3 under the Public model.

Amend Park Sport Court Facility
Projected Daily Admissions

		Weekly Number		
Visitation		Year 1	Year 2	Year 3
Residents	Adult	40	80	120
	Senior	50	100	150
	Child	20	40	60
Non-Residents	Adult	10	20	30
	Senior	20	40	60
	Child	10	20	30
Total		**150**	**300**	**450**
# of Weeks		51	51	51
Annual Visitation		**7,650**	**15,300**	**22,950**

Source: Johnson Consulting

Amend Park Sport Court Facility
Projected Daily Admissions (Public Operator)

			Year 1	Year 2	Year 3
Annual Visitation			**7,650**	**15,300**	**22,950**
			Weekly Revenue		
Revenues		**Fees**	Year 1	Year 2	Year 3
Residents	Adult	$5.00	$200	$400	$600
	Senior	$4.00	200	400	600
	Child	$3.00	60	120	180
Non-Residents	Adult	$6.00	60	120	180
	Senior	$5.00	100	200	300
	Child	$4.00	40	80	120
Total			**$660**	**$1,320**	**$1,980**
# of Weeks			51	51	51
Annual Daily Admission Revenue			**$33,660**	**$67,320**	**$100,980**

Source: Johnson Consulting

Amend Park Sport Court Facility
Projected Daily Admissions (Private Operator)

			Year 1	Year 2	Year 3
Annual Visitation			**7,650**	**15,300**	**22,950**
			Weekly Revenue		
Revenues		**Fees**	Year 1	Year 2	Year 3
Residents	Adult	$5.50	$220	$440	$660
	Senior	$4.40	220	440	660
	Child	$3.30	66	132	198
Non-Residents	Adult	$6.60	66	132	198
	Senior	$5.50	110	220	330
	Child	$4.40	44	88	132
Total			**$726**	**$1,452**	**$2,178**
# of Weeks			51	51	51
Annual Daily Admission Revenue			**$37,026**	**$74,052**	**$111,078**

Source: Johnson Consulting

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Proforma Review & Analysis

Key Revenue Assumptions

Court Rentals

Amend Park Sport Court Facility Projected Court Rentals							
		CHJC - Public			CHJC - Private		
		# of Weekly Hours			# of Weekly Hours		
# of Rentals		Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Full Court		32	38	45	45	50	55
Jr. Court		12	16	20	20	25	30
Total		**44**	**54**	**65**	**65**	**75**	**85**
# of Weeks		30	30	30	35	35	35
Annual Rentals		**1,320**	**1,620**	**1,950**	**2,275**	**2,625**	**2,975**
		Weekly Visitation			**Weekly Visitation**		
Visitation	**Average**	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Full Court	30	960	1,140	1,350	1,350	1,500	1,650
Jr. Court	15	180	240	300	300	375	450
Total		**1,140**	**1,380**	**1,650**	**1,650**	**1,875**	**2,100**
# of Weeks		30	30	30	35	35	35
Annual Visitation		**34,200**	**41,400**	**49,500**	**57,750**	**65,625**	**73,500**
		Weekly Revenue			**Weekly Revenue**		
Revenue		Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Full Court	$100	$3,200	$3,800	$4,500	$4,500	$5,000	$5,500
Jr. Court	$50	600	800	1,000	1,000	1,250	1,500
Total		**$3,800**	**$4,600**	**$5,500**	**$5,500**	**$6,250**	**$7,000**
# of Weeks		30	30	30	35	35	35
Annual Rental Revenues		**$114,000**	**$138,000**	**$165,000**	**$192,500**	**$218,750**	**$245,000**

Source: Johnson Consulting

- For the purpose of our analysis, we kept the rental rate the same for both public and private operational model.
- Private operational model illustrate a push for a more aggressive approach to court rentals, whereas a public sector assumes flexibility for local programming opportunity that already exists.

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Proforma Review & Analysis

Key Revenue Assumptions

Tournaments

- Johnson Consulting projects strong regional tournament demand for the Amend Park Sport Court Facility due to limited competition, making it attractive under either a Public or Private operating model.
- The facility is expected to draw tournaments passively through inbound interest, rather than requiring aggressive recruitment.
- By Year 3, projections include 26 annual tournaments, generating approximately 27,600 visits and $184,000 in tournament-related revenue.

Amend Park Sport Court Facility
Projected Rental from Tournaments

	# of Tournament Events		
	Year 1	Year 2	Year 3
Weekday	4	5	6
Weekend	12	13	20
Total	**16**	**18**	**26**

		Visitation		
Visitation	**Average**	Year 1	Year 2	Year 3
Weekday	600	2,100	3,000	3,600
Weekend	1,200	14,400	15,600	24,000
Total		**16,500**	**18,600**	**27,600**

	Rate	Revenue		
	per Event	Year 1	Year 2	Year 3
Weekday	$4,000	$14,000	$20,000	$24,000
Weekend	$8,000	96,000	104,000	160,000
Total		**$110,000**	**$124,000**	**$184,000**

Source: Johnson Consulting

Proforma Review & Analysis

Revenue Assumptions

Concessions & Advertising

- Johnson Consulting estimates a $3.50 per capita concession spend, leading to $122,500 in Year 3 concession net revenue for a Public operator and $150,500 net revenue for a Private operator—both significantly lower than BPRD's original $200,000 gross projection.
- Increased court rentals under a Private model drive higher visitation and therefore greater concession revenue.
- Advertising and sponsorship revenues are projected at $66,306 for a Public operator (25% inventory sold) and $198,919 for a Private operator (75% inventory sold), highlighting greater revenue potential under private management.

Amend Park Sport Court Facility
Projected Concession & Advertising Revenues (Public Operator)

		Year 1	Year 2	Year 3
Annual Visitation		58,350	73,300	100,050
		Concession Revenue		
	Per Cap	Year 1	Year 2	Year 3
Gross Concession Revenue	$3.50	$204,000	$264,000	$350,000
Net Revenue (35%)		$71,400	$92,400	$122,500
Advertising Revenue		**Advertising Revenue**		
Inventory	*% Sold*	Year 1	Year 2	Year 3
$250,000	25%	$62,500	$64,375	$66,306

Source: Johnson Consulting

Amend Park Sport Court Facility
Projected Concession & Advertising Revenues (Private Operator)

		Year 1	Year 2	Year 3
Annual Visitation		81,900	99,525	124,050
		Concession Revenue		
	Per Cap	Year 1	Year 2	Year 3
Gross Concession Revenue	$3.50	$287,000	$348,000	$430,000
Net Revenue (35%)		$100,450	$121,800	$150,500
Advertising Revenue		**Advertising Revenue**		
Inventory	*% Sold*	Year 1	Year 2	Year 3
$250,000	75%	$187,500	$193,125	$198,919

Source: Johnson Consulting

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Proforma Review & Analysis

Summary of Revenues

Amend Park Sport Court Facility Estimated Revenues											
	Amount (CHJC - Public)			Amount (CHJC - Private)			Amount (BPRD - Original)			Difference (BPRD & Public) (Δ)	Difference (BPRD & Private) (Δ)
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 3	Year 3
1 Daily Admissions	$33,660	$67,320	$100,980	$33,660	$67,320	$100,980	$33,000	$66,000	$100,000	$980	$980
2 Court Rentals	114,000	138,000	165,000	192,500	218,750	245,000	50,000	100,000	150,000	15,000	95,000
3 Tournaments	110,000	124,000	184,000	110,000	124,000	184,000	55,000	110,000	160,000	24,000	24,000
4 Concessions	71,400	92,400	122,500	100,450	121,800	150,500	66,000	132,000	200,000	(77,500)	(49,500)
5 Sponsorship/Advertising	62,500	64,375	66,306	187,500	193,125	198,919	0	0	0	66,306	198,919
Total	**$391,560**	**$486,095**	**$638,786**	**$624,110**	**$724,995**	**$879,399**	**$204,000**	**$408,000**	**$610,000**	**$28,786**	**$269,399**

Source: Johnson Consulting

- Johnson Consulting projects higher overall Year 3 revenues than BPRD's original estimates—$28,786 more for a Public operator and $269,399 more for a Private operator—driven by stronger performance in rentals, concessions, and advertising.
- A Private operator is expected to generate more revenue due to a national sales team and focus on monetization, while both models assume strong initial market demand that stabilizes over time.
- Additional revenue opportunities like sponsorships, naming rights, and rebates can enhance profitability, reduce operating costs, and support long-term reinvestment and growth.

Proforma Review & Analysis

Expenses

- ❑ Johnson Consulting estimates annual expenses of $652,000 for a Public operator and $827,000 for a Private operator in Year 3, reflecting increases of $12,000 and $187,000 respectively over BPRD's original projections.
- ❑ The expense increases are primarily due to higher salary assumptions, utility costs, and the inclusion of a management fee for Private operations.
- ❑ Staffing includes 4 full-time employees, with other expenses covering seasonal staff, supplies, capital replacement, and utilities.

Amend Park Sport Court Facility
Estimated Annual Expenses

		Amount (CHJC - Public)	Amount (CHJC - Private)	Amount (BPRD - Original)	Difference (BPRD & Public) (Δ)	Difference (BPRD & Private) (Δ)
1	Facility Manager	$85,000	$85,000	$80,000	$5,000	$5,000
2	Tournament Coordinator	65,000	$65,000	60,000	5,000	5,000
3	Customer Service Coordinator	60,000	$60,000	50,000	10,000	10,000
4	Maintenance Supervisor	55,000	$55,000	50,000	5,000	5,000
5	Utilities	112,000	112,000	100,000	12,000	12,000
6	Supplies/ Equipment	75,000	75,000	100,000	(25,000)	(25,000)
7	Seasonal Support Staff	150,000	150,000	150,000	0	0
8	Capital Replace Fund	50,000	50,000	50,000	0	0
9	Management Fee	0	175,000	0	0	175,000
	Total	**$652,000**	**$827,000**	**$640,000**	**$12,000**	**$187,000**

Source: Johnson Consulting

Amend Park Sport Court Facility
Personnel Expense Assumptions

		# of Staff	Salary	Total Salary
1	Facility Manager	1	$85,000	$85,000
2	Tournament Coordinator	1	65,000	65,000
3	Customer Service Coordinator	1	60,000	60,000
4	Maintenance Supervisor	1	55,000	55,000
	Total	**4**		**$265,000**

Source: Johnson Consulting

Amend Park Sport Court Facility
Other Expense Assumptions

		Assumptions	
5	Utilities	$2.00	/ SF
6	Supplies/ Equipment	75,000	annually
7	Seasonal Support Staff	150,000	annually
8	Capital Replace Fund	50,000	annually
8	Management Fee	175,000	annually

Source: Johnson Consulting

JOHNSON CONSULTING

Proforma Review & Analysis

Summary of Revenues & Expenses

Amend Park Sport Court Facility Estimated Revenues	CHJC Projections (Public)			CHJC Projections (Private)			BPRD Original Projections			Difference (BPRD + Public)	Difference (BPRD + Private)
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 3	Year 3
Revenues	$391,560	$486,095	$638,786	$624,110	$724,995	$879,399	$204,000	$408,000	$610,000	$28,786	$269,399
Expenses	652,000	671,560	691,707	827,000	851,810	877,364	640,000	659,200	678,976	12,731	198,388
Total	**($260,440)**	**($185,465)**	**($52,921)**	**($202,890)**	**($126,815)**	**$2,034**	**($436,000)**	**($251,200)**	**($68,976)**	**$16,055**	**$71,010**

Source: Johnson Consulting

- Johnson Consulting projects a Year 3 loss of ($52,921) for a Public operator and a slight profit of $2,034 for a Private operator, both improvements over BPRD's original estimated loss of ($68,976).
- The improved financial outlook reflects anticipated strong demand due to the regional shortage of indoor court space, supporting early success and high utilization.
- Long-term profitability could be further enhanced through sponsorships and funding mechanisms, influenced by the facility's management model and community priorities.

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Public Hearing - Babcock Purchase and Sell Agreement
PRESENTED BY: Tricia Mae
Department: City Hall Administration
Presentation: Yes
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Council hold a public hearing and receive public comment concerning the Purchase and Sell Agreement (PSA). Staff recommends Council approve the PSA provided for the disposition of City-owned Unit 1A (Babcock Theater), located at 2810½ 2nd Avenue North.

EXECUTIVE SUMMARY

The proposed agreement facilitates the transfer of the Babcock Theater (Unit 1A) to Art House Management LLC for a nominal purchase price of $1. The transaction is structured to support continued arts and cultural use of the facility while resolving outstanding lease and insurance matters.
Key elements include:

Termination of the existing 2018 Babcock Theater lease at closing
Assignment of all insurance claim proceeds to the buyer
City contribution of $100,000 at closing in lieu of deductible obligations
Buyer's assumption of future operational responsibility and potential capital improvements
Closing is anticipated to be as soon as possible once all parties agree

Legal ads were posted on 04/10, 4/17, & 4/24, 2026
Property Posted on 04/14/2026

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

The Babcock Theater (Unit 1A) is a City-owned condominium unit within a multi-unit structure, with adjacent units under separate ownership and governed by condominium declarations, bylaws, and shared easement agreements. The facility has historically been operated by a nonprofit arts organization under a lease agreement executed in 2018.

The proposed transaction is intended to transition the property from City ownership to nonprofit ownership to ensure long-term operational stability and continued use as a performing arts and community venue. The agreement terminates the existing lease at closing and consolidates ownership and operational control under Art House Management LLC.

This action also addresses outstanding issues stemming from the May 28, 2025 loss event, including assignment of insurance proceeds and clarification of financial responsibilities between the parties. As part of the agreement, the City will assign all rights to insurance proceeds to the buyer and provide $100,000 at closing in lieu of deductible obligations, allowing the buyer to complete repairs and improvements.

From a policy standpoint, the transaction aligns with the City's authority under its self-governing powers to dispose of real property when it is no longer required for direct municipal use or when disposal serves a broader public interest. In this case, continued cultural and economic activation of the downtown core, combined with the elimination of ongoing City maintenance and capital obligations, supports that finding.

The proposed sale follows the City's established two-step disposition process:
Resolution of Intent -- public notice (including on-site posting), public hearing, and Council determination that the property is no longer needed or that disposal serves the public interest, City Council Approval on April 13, 2026
Final Approval -- second public notice, second public hearing, and final Council action on the sale

Upon completion, the City will exit ownership while maintaining indirect public benefit through continued arts programming, downtown activity, and potential future reinvestment in the property by the new owner.

FISCAL EFFECTS

Immediate Cost: $100,000 payment to buyer at closing (insurance deductible equivalent)

Revenue: Nominal ($1 purchase price)

Avoided Costs:
Ongoing maintenance and capital obligations
Future insurance and operational liabilities

Future Considerations:
Potential TIF funding requests for improvements (no current obligation)

STAKEHOLDERS

Art House Management LLC (buyer/operator)
Arts and cultural community
Downtown businesses and patrons
City of Billings taxpayers

ALTERNATIVES

Approve the Agreement (Recommended)
Authorizes the sale and transition of the Babcock Theater to Art House Management LLC
Resolves lease and insurance matters
Eliminates ongoing City maintenance and capital obligations while maintaining community use

Do Not Approve the Agreement
City retains ownership and responsibility for operations, maintenance, and future capital investment
Continued exposure to financial and operational risk

Renegotiate Terms
May improve specific deal points but could delay closing and create uncertainty for ongoing operations and repairs

Market the Property for Sale
Potential to generate higher financial return
Risk of loss of cultural use and uncertainty regarding future ownership and operations

Attachments

Babcock PSA Rev by Arthouse

AGREEMENT TO SELL AND PURCHASE

AND RECEIPT FOR EARNEST MONEY
COMMERCIAL AND INVESTMENT PROPERTIES

Date **3/5/26**

THE EXECUTION OF THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD SEEK COMPETENT LEGAL ADVICE IF NOT UNDERSTOOD. THIS IS A LEGAL AND BINDING CONTRACT.

1. PARTIES AND PROPERTY:

Art House Management LLC and/or assigns Buyer, taking title as:

☐ Joint tenants with rights of survivorship, ☐ Tenants in common, ☐ Single in his/her own name, ☒ Other _____

agrees to buy, and the Seller agrees to sell on the terms and conditions set forth in this Contract, the following described real property in the City of **Billings** County of **Yellowstone** State of **Montana**

Property commonly known as: **2810 ½ 2nd Ave N (Unit 1A)**

Legal description of the Property: **See Exhibit A**

If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of the title company referred to in Section 10.

2. PURCHASE PRICE AND TERMS:

The purchase price shall be **$** **1** payable in U.S. Dollars by Buyer as follows:

$ **0** (A) **Earnest Money** in the form of ☒ Personal Check ☐ Cashiers Check ☐ Other To be:

☐ 1) Held and not deposited until acceptance by all parties.

☒ 2) Deposited within 3 business days of acceptance.

Earnest Money to be held by **FMT** ☐ Broker ☐ Attorney ☒ Title Company in a trust account on behalf of both Seller and Buyer. Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before closing. Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to Broker in consideration for services rendered. The undersigned sales representative hereby acknowledges receipt from Buyer of the above noted Earnest Money. _____

$ **$1** (B) **Cash at closing,** plus Buyer's closing costs, to be paid by Buyer at closing by cashier, certified check or electronic funds.

$ _____ (C) Seller to finance Buyer's purchase under the following terms and conditions:

$ _____ (D) Assumption of Existing Financing:

$ **1** **TOTAL PURCHASE PRICE**

Additional Provisions:

Buyer and Seller agree to terminate existing Babcock Theater Lease Agreement (effective date 11/1/18), effective on the date of Closing. Seller to provide termination documents for Buyer review 30 days prior to Closing.

The City of Billings shall fully participate in collecting any and all insurance proceeds from any insurers, policies, and claims that may provide coverage for the May 28, 2025, date of loss, including but not limited to AmTrust Financial Services Claim No. 4018736-1 ("Claim") to the extent necessary at the request of Art House Billings. The City of Billings foregoes any entitlement to any insurance proceeds from the Claim and any other claims stemming from the May, 28, 2025, date of loss and assigns any and all rights to any insurance proceeds stemming from the Claim or any other claims to Art House Billings related to the May 28, 2025, date of loss. City of Billings

_____ / _____
Buyers initials Sellers initials

to deliver $100,000 to Buyer at Closing in lieu of Insurance Deductible for the Claim. Seller acknowledges that Buyer may request TIF funds for future improvements.

3. PERSONAL PROPERTY AND FIXTURES:

The following personal property shall be included in this sale and transferred by Bill of Sale at closing.

☐ Security Deposits ☒ Signs ☒ Dumpster(s) ☐ _____

The following personal property is leased and not included in the sale: _____

Fixtures: All permanently installed fixtures and fittings that are attached to the Property are included in the purchase price, such as electrical, plumbing, and heating fixtures, built in appliances, attached floor coverings, antennas, coolers or air conditioners, mailbox, and trees and shrubs, if any, except **NA**

All personal property and fixtures sold with the Property described above are sold **"AS IS"** without warranty by the Seller, either expressed or implied **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE.**

4. CLOSING AND RELATED PROVISIONS:

(A) The date of closing shall be **June 1, 2026 unless mutually extended by both parties** The parties may, by mutual agreement, agree to close the transaction at any time prior to the date specified. If third party financing is required by the terms of this Agreement (includes assumptions, contracts for deed, and lender financing), the closing shall occur on the date specified or as soon thereafter as financing is complete but no later than **NA** days after the stated closing date. Buyer and Seller will deposit with the closing agent all instruments and moneys necessary to complete the purchase in accordance with this Agreement.

(B) Possession and Keys: Seller shall deliver to Buyer possession of the Property and allow occupancy at the date of closing.

(C) Closing Costs, Documents and Services: Seller shall pay their respective closing costs and all other items required to be paid at closing except as otherwise provided herein. Buyer and Seller shall sign and complete customary or required document at or before closing. Fees for real estate closing services shall be split equally between the Parties.

(D) Place of closing shall be: **FMT**

5. PRORATION:

As of the date of closing Seller and Buyer agree to prorate current real estate taxes, pre-paid rents, current year assessments for special improvement debt that is assumed, and interest on any assumed loan(s), as well as: **NA**

6. CONTINGENCIES:

The closing of this agreement and sale of the property between Buyer and Seller is contingent upon the following, with this sale to terminate and earnest money returned to the Buyer if not satisfied in writing on or before **the Date of Closing**
(Check those which apply)

☐ Buyer receipt of any City / County approval for proposed buildings / remodeling and related cost estimates.
☐ Buyer receipt of written City approval for Buyer's use of the property.
☐ Buyer receipt of acceptable zone change or special review
☒ Buyer approval of preliminary title report including subdivision restrictions and S.I.D.'s, and future S.I.D.'s.
☒ Buyer approval of curb valve inspection report, condition of well & septic system, & of access to water/sewer/gas/elec. services.
☐ Buyer approval of Lead Base Paint, Radon, Asbestos and Mold Reports, and Americans with Disabilities Audit.
☐ Buyer approval of leases, contracts, income/expenses information, and owner's association/condo expense.
☒ Buyer approval of Property Condition and of subsoil conditions, measurements, access, ditches, and of floodplain exclusion.
☐ Buyer approval of: ☐ Survey ☐ Corner identification, Paid by ☐ Buyer ☐ Seller ☐ Shared Equally.
☒ Buyer approval of any/all Environmental Reports, Cost paid by ☒ Buyer ☐ Seller ☐ Shared Equally.
☐ Buyer closing of exchange property.
☐ Both parties attorney and accountant approval of this Agreement

_____ / _____
Buyers initials Sellers initials

☒ Buyer receipt of acceptable loan commitment and appraisal

☒ **Buyer review and approval of all insurance proceeds and related processes from the City of Billings and Widmyer Corporation. Any other due diligence the Buyer deems necessary.**

Buyer agrees to diligently pursue each contingency checked. If Buyer shall fail to notify its Broker, Seller, or Seller's Broker, in writing, by the date noted above that the contingencies checked have not been satisfied then it shall be conclusively presumed that the Buyer has waived those contingencies for which no notice has been given. If Buyer, after due diligence, shall timely Notify Seller, Buyer's Broker or Seller's Broker, in writing, of a deficiency, then in such event this Agreement shall terminate and Buyer shall be entitled to prompt return of Buyer's Earnest Money deposit, less escrow holder or title cancellation fees

The Seller shall have the option of:

a) Making said items operational

b) Giving the Buyer(s) a credit for the items, or

c) Canceling the Agreement to Sell and Purchase and refunding to the Buyer(s) any Earnest Money deposit or similar payments previously made to Seller.

Should Seller cancel the Agreement because of environmental condition, then Seller ☐ shall, ☒ shall not pay, or reimburse Buyer for the cost of the Phase One Environmental Audit

7. CONDITION OF PROPERTY AND RELATED ISSUES:

Seller agrees that the Property shall be in the same condition, broom clean, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller has no knowledge of any notice of violations of City, County, State, Federal, Building Zoning, Fire, Health Codes or ordinances, condemnation, hazardous waste, underground storage tanks, special improvement districts or other governmental regulation filed or issued against the Property, except noted herein:

If the property is damaged by fire, hail, or other casualty prior to time of closing. Seller ☒ shall be, ☐ shall not be obligated to repair the same **before the date of closing.** If such damage is not repaired within said time, this Contract may be terminated at the option of the Buyer and the Earnest Money shall be returned to Buyer. Should Buyer elect to carry out the Contract despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting form such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this Contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age, and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement. **Buyer agrees to accept property in "AS IS, WHERE IS" condition except as herein provided.**

~~**8. ASSIGNABILITY:**~~

~~This Contract shall not be assignable by Buyer without Seller's prior written consent, which assignment shall not be unreasonably withheld by Seller. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.~~

9. CONVEYANCE:

Seller shall convey the real Property by **Condo Deed** including all interest of Seller in vacated alleys and streets, easements, other apportionments and improvements free of all liens and encumbrances except those described in the title insurance section of this agreement, and reservations or conveyances of record. All water rights, entitlements, claims, certificates and permits are included with the property, **with any transfer fees split equally.**

10. TITLE INSURANCE:

Seller, at Sellers expense, shall furnish Buyer title insurance from **FMT** (Title Company) pursuant to a standard form American Land Title Association title insurance commitment in the amount equal to the purchase price, committing to insure merchantable title to the real Property in Buyer's name, free and clear of all liens and encumbrances except: encumbrances hereinabove mentioned, zoning ordinances, building and use restrictions, reservations and exceptions in patents from the United States and the State of Montana, all standard ALTA exceptions, beneficial utility easements apparent or of record, other easements of record, real estate taxes for the year in which closing occurs, Special Improvement Districts (including rural SID's) either noticed to seller by the city / county but not spread, or currently assessed, if any which will be:

☒ PAID OFF BY SELLER AT CLOSING ☐ ASSUMED BY BUYER AT CLOSING,

_____ / _____

Buyers initials Sellers initials

The following loans NA the following leases NA should be assigned to Buyer at closing. If the Seller's title is not merchantable and cannot be made merchantable before the stated closing date, 30 ADDITIONAL DAYS SHALL BE ALLOWED FOR THE SELLER TO MAKE SUCH TITLE MERCHANTABLE. If at that time the title is still not merchantable, this Contract may be terminated by Buyer with no penalty, and the earnest money will be returned to Buyer. Encumbrances to be discharged by Seller shall either be satisfied prior to closing or from Sellers' proceeds at time of closing.

11. TAX DEFERRED EXCHANGE: (check, where applicable)

☐ Buyer herein acknowledges that it is the intention of Seller to create IRC Section 1031 tax deferred exchange and that Seller's rights and obligations under this agreement may be assigned to facilitate such exchange. Buyer agrees to cooperate with Seller in any manner necessary to enable Seller to qualify for said exchange at no additional cost or liability to Buyer, including the execution of an Assignment Agreement.

☐ Seller herein acknowledges that it is the intention of Buyer to complete IRC Section 1031 tax deferred exchange and that Buyer may assign his rights and obligations under this agreement for the purpose of completing such exchange. Seller agrees to cooperate with Buyer in any manner necessary in order to complete said exchange at no additional cost or liability to Seller, including the execution of an Assignment Agreement.

12. STATUTORY DISCLOSURES:

METHAMPHETAMINE: If the property is inhabitable real property, the Seller represents to the best of Seller's knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine drug lab. If the Property has been used as a clandestine Methamphetamine drug lab Seller agrees to execute and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine drug lab.

RADON: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal guidelines have been found in buildings in Montana. Additional information regarding radon and radon testing may be obtained from your county or state public health unit. Buyer acknowledges receipt of a copy of this statement prior to entering into the agreement to sell and purchase – commercial

If the Property is inhabitable real property as defined in the Montana Radon Control Act, Seller(s) represent that to the best of Seller's knowledge the Property ☐ has ☒ has not been tested for radon gas and/or radon progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, Seller agrees to provide, as available, test results to Broker along with any evidence of mitigation or treatment.

LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, the Seller ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Seller has knowledge of lead-based paint and/or lead-based paint hazards on the Property Seller agrees to provide all pertinent reports and records concerning that knowledge. Seller acknowledges that the Broker has advised the Seller of Seller's obligation to make lead-based paint disclosures and Broker's obligation to ensure that the Seller satisfies this obligation.

MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act the Seller represents to the best of Seller's knowledge that the Property ☐ has ☒ has not been tested for mold and that the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold Seller agrees to provide any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.

MEGAN'S LAW: Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers assigned to the area.

13. TIME OF ESSENCE / REMEDIES:

Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(A) If Buyer is in default: If Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction within the time period provided in this agreement, Seller may:

1) Declare the earnest money paid by Buyer to Broker to be forfeited to Seller as liquidated damages, which sum the parties agree is a reasonable sum, as the actual damages to Seller would be extremely difficult or impractical to ascertain; **or**

2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **or**

3) Demand Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

_____ / _____

Buyers initials Sellers initials

(**B**) If Seller is in default: If Seller fails to accept the offer contained in this Agreement within the time period provided, all earnest moneys shall be returned to Buyer. If Seller accepts the offer contained in this Agreement but refuses or neglects to consummate the transaction within the time period provided in this Agreement, Buyer may:

1) Demand immediate repayment of all moneys that Buyer has paid to Broker as earnest money, and upon return of such money the rights and duties of Buyer and Seller under this agreement shall be terminated.

2) Demand that Seller specifically perform Seller's obligations under this Agreement; **or**

3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

14. EARNEST MONEY DISPUTE:
Notwithstanding any termination of this Contract, Buyer and Seller agree that, in the event of any controversy regarding the Earnest Money and things of value held by Broker or Closing Agent, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or Closing Agent shall not be required to take any action but may await any proceeding, or at Broker's or Closing Agent's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

15. BUYER'S CERTIFICATION:
By entering into this Agreement, each person or persons executing this Agreement as Buyer represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own real property in the State of Montana; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/ she is duly authorized to enter into the Agreement on behalf of such entity.

16. SELLER'S CERTIFICATION:
By entering into this Agreement, each person or persons executing this Agreement as Seller represents that he/she is eighteen (18) years of age or older, of sound mind, and legally entitled at this time to transfer title to the real property free and clear of all liens and encumbrances except those described in this Agreement; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into the Agreement on behalf of such entity.

17. ALTERNATIVE DISPUTE RESOLUTION:
MEDIATION: If a dispute arises between the parties relating to this Contract, the parties may agree to submit the dispute to mediation. The parties may jointly appoint an acceptable mediator and may share equally in the cost of such mediator. If mediator proves unsuccessful, the parties may then proceed with such other means of dispute resolution as they so chose.

18. ATTORNEY'S FEES:
If either party defaults in its performance of this Agreement and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges, and expenses, including reasonable attorney's fees, reasonably incurred at any time by the other party because of the default.

19. ENTIRE CONTRACT:
All prior Agreements between the parties are incorporated in this Agreement, which constitutes the entire Contract. Its terms are intended by the parties as a final expression of their Agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior Agreement or contemporaneous oral Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any involving this Agreement. If any portion of this Agreement shall be held to be void or unenforceable, the balance hereof shall nonetheless be effective. This Agreement shall be governed by the laws of the State of Montana and shall be binding upon the heirs, successors and permit assigns of the parties.

20. BROKER RELATIONSHIPS: The following agency relationship(s) are hereby confirmed for this transaction.

Listing Agent **None** (Print Agent name) ☒ Is the agent of (check one): ☒ Seller exclusively ☐ Both /Buyer & Seller

Selling Agent **None** ☒ Is the agent of (check one): ☒ Buyer exclusively

_____ / _____
Buyers initials Sellers initials

(Print Agent name) ☐ Both /Buyer & Seller

21. ADDENDUM ATTACHED: ☐ _____

22. CONSENT TO DISCLOSE: Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, Broker, and their attorneys, closing agents, and other parties having interest essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrow agents and lenders for review of contracts, deeds, trust indentures, inspections, or similar documents of prior transaction concerning this property or underlying obligations pertaining thereto.

23. COUNTERPARTS / FACSIMILE:
A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Contract between the parties. The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the parties' signatures may be used as the original.

24. BUYER'S COMMITMENT:

Buyer agrees to purchase the above described Property on the terms and conditions set forth in the above offer and grants said sales Representative until _____ at _____ to secure Seller's written acceptance.
Buyer may withdraw this offer at anytime prior to Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. Buyer hereby acknowledges receipt of a copy of this Agreement of Sell and Purchase-Commercial and Investment Properties, bearing Buyer's signature(s)and that Buyers have read and understand this Agreement.

Buyer's Phone**:** _____ Buyer's Signature: _____

Address: _____ Buyer's Signature: _____

25. SELLER'S COMMITMENT:
Seller agrees to sell and convey to Buyer the above-described Property on the terms and conditions hereinabove stated.
Seller acknowledges receipt of a copy of this Agreement bearing the signature(s) of Buyer and Seller.
Dated this _____ day of _____ At _____ am/pm.

Seller's Phone**:** _____ Seller's Signature: _____

Address: _____ Seller Signature: _____

26. DELIVERY TO BUYER OF A COPY OF ACCEPTED OFFER (use one of the following:)

Date _____ _____
The undersigned buyer acknowledges receipt of a copy of this Contract bearing his / her signature and that of the Seller.

Date _____ _____
A copy of this Contract bearing Buyer(s) signature and that of the SellSeller(s) was sent via ordinary or certified mail to Buyer.

_____ Buyer

_____ Agent

ACTION TAKEN, IF OTHER THAN ACCEPTANCE:
I/We acknowledge receipt of this agreement bearing my/our initial(s) and the signature(s) of the Buyer(s) named above.

☐ Rejected by the Seller _____/_____/_____ ☐ Modified per Attached Counter _____/_____/_____
Seller's Initials *Date* *Seller's Initials* *Date*

_____ / _____
Buyers initials Sellers initials

Exhibit A: Legal Description

Unit 1A together with an undivided 41 percent interest in the general common elements and limited common, if any, elements of **HISTORIC BABCOCK BUILDING**, Billings Original Townsite, a condominium project located on all of Lots 7-12 and a fractional portion of Lot 6 all in Block 93, according to the official plat on file in the Yellowstone County, Montana, Clerk and Recorder under Document No. 16312, as the unit boundaries and general and limited common elements are **established**, defined and identified in the Declaration of Unit Ownership for the Historic Babcock Building recorded June 25, 2010, under document No. 3553865, and the First Amendment to Declaration of Unit Ownership for Historic Babcock Building recorded on May 29, 2018, under Document No. 3850322, in the Yellowstone County, Montana Clerk and Recorder office.

_____ / _____

Buyers initials Sellers initials

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Public Hearing and Resolution of Intent to Dispose of 802 Yellowstone Avenue
PRESENTED BY: Tina Hoeger
Department: Planning & Community Services
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends City Council approve the resolution declaring the City's intent to dispose of the City-owned property at 802 Yellowstone Avenue, and authorize staff to proceed with the required public notice and hearing process in accordance with Billings, Montana City Code Article 22-900 and Montana Code Annotated Section 7-1-4127.

EXECUTIVE SUMMARY

The City of Billings owns the property at 802 Yellowstone Avenue. The attached resolution initiates the statutory process required for the potential sale, exchange, or donation of City-owned real property. Approval of the resolution authorizes staff to proceed with the disposal process necessary before the City Council may take final action regarding disposal of the property. The public hearing was advertised on April 10, April 17, and April 24, 2026. Notice was posted on the property on April 15, 2026.

At this meeting and action on the resolution to dispose of the property, the City Council has the opportunity to impose restrictions on the property sale to guide staff in the expectations of the sale. An example of possible conditions of a sale is the Community Development Board's recommendation to the City Council at its March 2026 meeting providing some housing development incentive recommendations to the City Council regarding property in the City's land disposition program (See attached ComDev Board Surplus Land Housing Priority Recommendation document).

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

The City of Billings currently owns the property at 802 Yellowstone Avenue, Billings, Montana. The property is zoned as N-1 and identified in the Montana Cadastral system as geocode 03-0927-05-1-06-13-0000 and is legally described as:

Lot One (1), in Block Three (3), of Rickman Subdivision, Yellowstone County, Montana.

The Code Enforcement Division opened a nuisance structure case at this property in 2022. The building was creating an attractive nuisance and was in poor condition, with large sections of the roof missing, crumbling walls, and vegetation growing into the structure. As the case evolved, mediation between the parties was held in July 2024. At that time, the owner of the property opted to transfer ownership of 802 Yellowstone Avenue to the City of Billings. The City closed on the property in December 2024.

The City of Billings entered into a loan agreement with Big Sky Economic Development for the amount of $84,848.00 under the US Environmental Protection Agency Brownfields Revolving Loan Fund for the purpose of remediating the property. The loan covered the cost of all environmental testing, asbestos abatement and demolition of the building, which was awarded to SafeTech during the bid process. The loan also covered the required EPA oversight by Granite Peak Environmental. These were two separate contracts under the single loan amount.

At the December 1, 2025 City Council Work Session, the result of the neighborhood survey was shared with Council, as well as several options for redevelopment of the property. At that meeting, City Council decided to sell the property rather than develop it. As per the loan documents, sale of the property will result in the repayment of the revolving loan as stipulated in the Loan Agreement section 4 Security, subsection (d), which reads:

If Borrower sells all the real property described in the Trust Indenture for fair market value in a bona fide arm's length sale and purchase transaction (such sale, a "Sale"), all proceeds from the Sale (the "Proceeds") shall be applied to the obligations secured by the Trust Indenture (the "Obligations"), including but not limited to the outstanding balance of the Promissory Note. If the Proceeds are insufficient to satisfy the Obligations in full (the amount of any such shortfall, the ("Shortfall"), then so long as Borrower is not in default under this Loan Agreement, the Promissory Note, the Trust Indenture, or any other agreements between Borrower and Lender, the Lender will forgive the Shortfall.

Or as stipulated in the Loan Agreement section 4 Security, subsection (f), which reads:

If the Borrower sells the property at below fair market value to achieve a specific public benefit (i.e. workforce housing or a neighborhood grocery store), and the proceeds are insufficient to satisfy the Obligations in full (the amount of any such shortfall, the "Shortfall"), then so long as
Borrower is not in default under this Loan Agreement, the Promissory Note, the Trust Indenture, or any other agreements between Borrower and Lender, the Lender will forgive the Shortfall.

Depending on the sale amount, either subsection d or subsection f will apply.

Under Billings City Code 22-902, disposal of City-owned property requires a two-step public process:

1. Resolution of Intent (Step 1)

   - City provides public notice (including posting on the property for at least 7 days)
   - City Council holds a public hearing
   - Council must find the property is no longer needed for City use or that disposal serves the public interest
   - Council adopts a resolution of Intent (requires minimum of 6 votes)

2. Final Approval (Step 2)

   - City provides a second public notice and publishes the Resolution of Intent
   - City Council holds a second public hearing
   - Council votes on the actual sale, exchange, or donation (requires minimum of 6 votes)

Sale with Conditions
At this meeting and action on the resolution to dispose of the property, the City Council has the opportunity to impose restrictions on the property sale to guide staff in the expectations of the sale. Providing conditions of the sale enable staff to place Council-directed parameters on the property sale without coming back to Council multiple times during the sale process.

An example of conditions is the Community Development Board's recommendation to the City Council at its March 2026 meeting providing some housing development recommendations to the Council regarding property in the City's land disposition program (See attached ComDev Board Surplus Land Housing Priority Recommendation document). The CD Board's approach while Council Member Shaw and then Council Member Kennedy have been Council Liaisons to the CD Board was to consider how the City might encourage affordable housing development on some of the properties it may dispose of this year. The Board heard a presentation at the January CD Board Meeting from PRPL Director Gavin Woltjer about how the City is moving ahead with property disposition, so the CD Board could see how it might interface with this process as it comes to the Council. The Board made the recommendations to the Council in March to include in information going to Council during the property disposition process in 2026. With the decision to break up the disposition process into a few properties now and more later in 2026, the CD Board's recommendation material is provided with this memo.

The Council retains discretion to determine the method of sale (auction, bid, or negotiated) and may impose conditions (as noted above) or reject all offers. Approval of the attached resolution initiates Step 1 of this process only and does not authorize a sale or transfer of the property.

FISCAL EFFECTS
Approval of the resolution itself has no fiscal impact.

If the City ultimately proceeds with disposal of the property, the fiscal effects will depend on the final terms of the transaction and would be presented to the City Council for approval at a later date. Any proceeds from this sale up to the full amount of the revolving loan shall be used to satisfy the loan agreement.

A valuation of the property has been requested and will be provided to Council at a later date.

STAKEHOLDERS

- The City of Billings
- Potential buyers
- The neighborhood surrounding the property

The public hearing process will provide an opportunity for community input prior to any final decision regarding the disposal of the property.

ALTERNATIVES

Approve the Resolution of Intent, allowing staff to proceed with the public notice and hearing process required for the potential disposal of the property (Step 2).

Delay consideration of the resolution and request additional information from staff.

Decline to approve the resolution, in which case the City would retain ownership of the property and no disposal process would be initiated.

Attachments

Resolution
Montana Cadastral
Redevelopment Presentation
Survey Results
ComDev Board Surplus Land Housing Priority Recommendation
Loan Documents
MCA
BMCC

RESOLUTION 26-_____

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, EXCHANGE, OR DONATION OF CITY PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY.

WHEREAS, the City of Billings ("City") owns certain real property ("Property") located at 802 Yellowstone Avenue, Billings, Montana; and,

WHEREAS, the Property, depicted in the attached Exhibit A, is identified in the Montana Cadastral system as Geocode 03-0927-05-1-06-13-0000, is owned by the City in fee simple, and is legally described as follows:

RICKMAN SUBD, S05, T01 S, R26 E, BLOCK 3, Lot 1, Yellowstone County, Montana; and,

WHEREAS, the Property was obtained by the City through a settlement agreement in a nuisance property abatement proceeding in District Court Cause No. DV 23-145; and

WHEREAS, the Property had a lengthy history of structural problems, and the deteriorated condition constituted a public nuisance which could only be abated by demolition; and

WHEREAS, the Property was demolished September 2025 and is now in a condition to be developed; and

WHEREAS, City Council has determined the City would benefit most from selling the property to allow for private development of the Property; and

WHEREAS, the Property is not necessary to conduct City business and that the public interest would be furthered by the sale of the Property;

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

1. That the City Council makes the following findings:

    a. The real property ("Property") located at 802 Yellowstone Avenue, Billings, Montana, legally described as set forth in the above recitals is not necessary to conduct City business; and

    b. The public interest would be furthered by the sale of the Property.

2. That City Council intends to dispose of the property as authorized in Article 22-900 of the Billings, Montana City Code.

3. City staff may proceed under any of the methods authorized under Section 22-902(b) to locate a qualified purchaser.

4. On Monday, April 27, 2026, at 5:30 pm, or as soon thereafter as the matter could be considered on the agenda in the City Council Chambers of City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice as required by Section 22-902, Billings, Montana City Code and Section 7-1-4127, Mont. Code Ann.

   Notice of this public hearing was also placed on the subject property for no less than seven (7) days prior to hearing as required by Billings, Montana City Code section 22-902(e).

5. This resolution shall be effective upon adoption.

APPROVED AND PASSED by the City Council of the City of Billings, Montana, on the 27th day of April 2026.

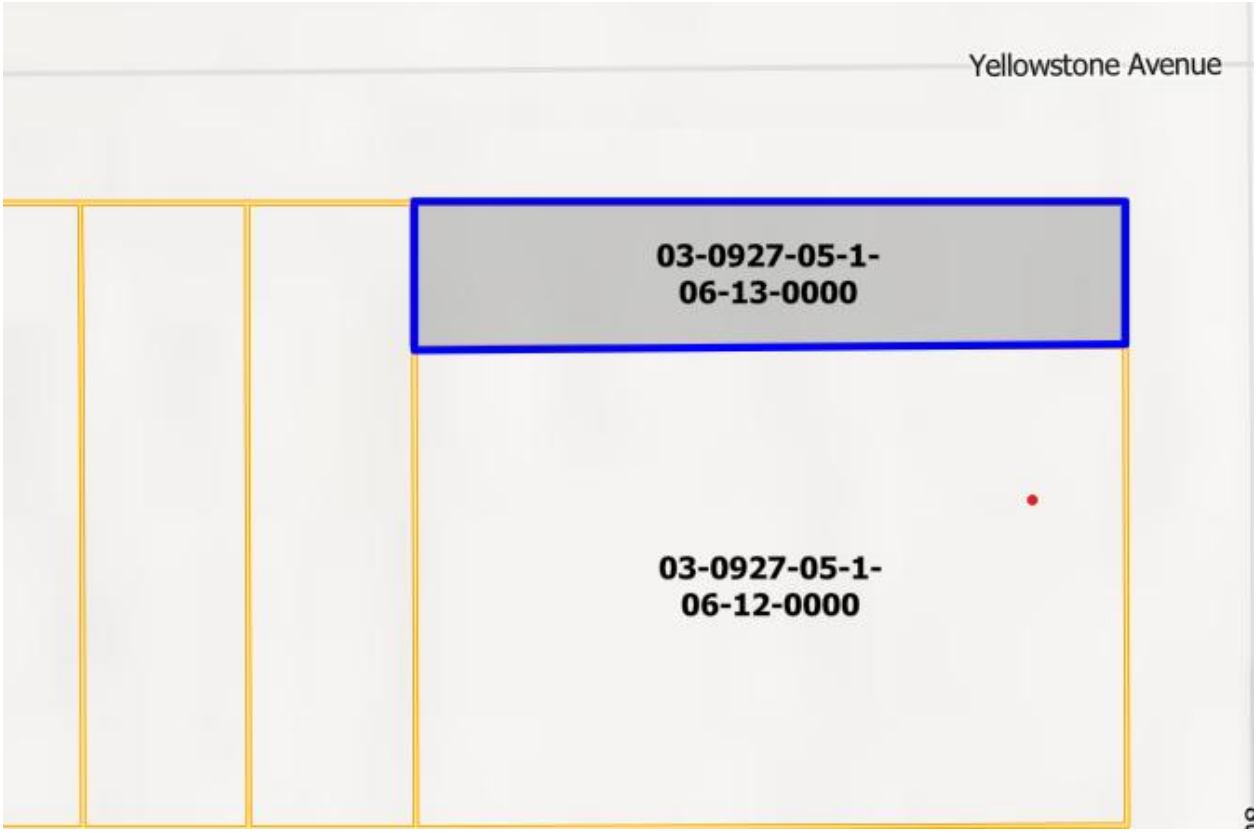
CITY OF BILLINGS

By: _____
Mike Nelson, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

Exhibit A


Yellowstone Avenue
03-0927-05-1-
06-13-0000
03-0927-05-1-
06-12-0000

Cadastral Property Report

Tax Year: 2026

Scale: 1:311.19 Basemap: Imagery Hybrid



Summary

Primary Information

Property Category: RP

Subcategory: Government Property

Geocode: 03-0927-05-1-06-13-0000

Assessment Code: 000A132930

Primary Owner:
CITY OF BILLINGS
PO BOX 1178
BILLINGS, MT 59103-1178
Note: See Owners section for all owners

Property Address:
n/a
n/a

Certificate of Survey: n/a

Legal Description: RICKMAN SUBD, S05, T01 S, R26 E, BLOCK 3, Lot 1

Last Modified: 3/21/2026 19:30:11 PM

General Property Information

Neighborhood: 203.610.C

Property Type: Exempt Property

Living Units: n/a

Levy District: 03-0965-2

Zoning: n/a

Ownership: 100

LinkedProperty: No linked properties exist for this property

Exemptions: No exemptions exist for this property

Condo Ownership:
General: n/a

Limited: n/a

Property Factors

Topography: n/a

Fronting: n/a

Utilities: n/a

Parking Type: n/a

Access: n/a

Parking Quantity: n/a

Location: n/a

Parking Proximity: n/a

Cadastral Property Report

Tax Year: 2026

Land Summary

Land Type:	Acres:	Value:
Grazing	n/a	n/a
Fallow	n/a	n/a
Irrigated	n/a	n/a
Continuous Crop	n/a	n/a
Wild Hay	n/a	n/a
Farmsite	n/a	n/a
ROW	n/a	n/a
NonQual Land	n/a	n/a
Total Ag Land	n/a	n/a
Total Forest Land	n/a	n/a
Total Market Land	0.118	n/a

Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
12/3/2024	n/a	n/a	12/4/2024	4091525	Warranty Deed

Owners

Party #1

Default Information:	CITY OF BILLINGS PO BOX 1178 BILLINGS, MT 59103-1178
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	11/3/2025 13:21:40 PM

Party #2

Default Information:	CITY OF BILLINGS 210 N 27TH ST BILLINGS, MT 59101-1938
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	11/3/2025 13:21:40 PM

Appraisals

Cadastral Property Report

Tax Year: 2026

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2025	66763	65540	132303	COST
2024	63701	82590	146291	COST
2023	63701	82590	146291	COST

Market Land

Market Land Item #1

Method: Sqft	Type: Primary Site
Width: n/a	Depth: n/a
Square Feet: 5120	Acres: n/a
Class Code: 2153	Value: n/a

Dwellings

No dwellings exist for this parcel

Other Buildings

No other buildings exist for this parcel

Commercial

Commercial Summary

Buildings Summary

Building Number	Building Name	Structure Type	Units	Year Built
1	n/a	373 - Multi-purpose, Retail, single occupancy	1	1948

Existing Building #1

General Building Information

Cadastral Property Report

Tax Year: 2026

Building Number: 1 | Building Name: n/a

Structure Type: 373 - Multi-purpose, Retail, single occupancy | Units/Building: 1

Identical Units: 1 | Grade: L

Year Built: 1948 | Year Remodeled: n/a

Class Code: 3150 | Effective Year: n/a

Percent Complete: n/a

Interior/Exterior Data #1

Level From: 01 | Level To: 01
Use Type: 083 - Multi-Use Sales

Dimensions
Area: | Perimeter: 107
Use SK Area: | Wall Height:

Features
Exterior Wall Desc: 03 - Concrete Block | Construction: 1-Wood Frame/Joist/Beam
Economic Life: 40 | % Interior Finished: 100
Partitions: | Heat Type:
AC Type: | Plumbing:
Physical Condition: 1-Poor | Functional Utility: 2-Fair

Other Features

Description	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value

Interior/Exterior Data #2

Level From: 01 | Level To: 01
Use Type: 083 - Multi-Use Sales

Dimensions
Area: | Perimeter: 154
Use SK Area: | Wall Height:

Features
Exterior Wall Desc: 03 - Concrete Block | Construction: 1-Wood Frame/Joist/Beam
Economic Life: 40 | % Interior Finished: 100
Partitions: | Heat Type:
AC Type: | Plumbing:
Physical Condition: 1-Poor | Functional Utility: 2-Fair

Other Features

Description	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value

Interior/Exterior Data #3

Level From: 01 | Level To: 01
Use Type: 083 - Multi-Use Sales

Dimensions
Area: | Perimeter: 42
Use SK Area: | Wall Height:

Features
Exterior Wall Desc: 03 - Concrete Block | Construction: 1-Wood Frame/Joist/Beam
Economic Life: 40 | % Interior Finished: 100
Partitions: | Heat Type:
AC Type: | Plumbing:
Physical Condition: 1-Poor | Functional Utility: 2-Fair

Other Features

Description	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
RS1 - Utlity Building, frame	1	18	20	n/a	n/a	n/a	n/a

Interior/Exterior Data #4

Level From: 01 | Level To: 01
Use Type: 083 - Multi-Use Sales

Tax Year: 2026

Dimensions
Area:
Use SK Area:
Perimeter: 39
Wall Height:

Features
Exterior Wall Desc: 03 - Concrete Block
Economic Life: 40
Partitions:
AC Type:
Physical Condition: 1-Poor
Construction: 1-Wood Frame/Joist/Beam
% Interior Finished: 100
Heat Type:
Plumbing:
Functional Utility: 2-Fair

Other Features

Description	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value

Interior/Exterior Data #5

Level From: 01
Use Type: 083 - Multi-Use Sales
Level To: 01

Dimensions
Area:
Use SK Area:
Perimeter: 54
Wall Height:

Features
Exterior Wall Desc: 07 - Metal, light
Economic Life: 40
Partitions:
AC Type:
Physical Condition: 1-Poor
Construction: 1-Wood Frame/Joist/Beam
% Interior Finished: 100
Heat Type:
Plumbing:
Functional Utility: 1-Poor

Other Features

Description	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value

Elevators and Escalators

Description	Units	Rise-ft	Stops	Speed	Capacity	Cost

Ag/Forest Land

No ag/forest land exists for this parcel

Conservation Easements

No conservation easements exist for this parcel

Disclaimer

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Cadastral Property Report

Tax Year: 2026

802 Yellowstone

Redevelopment Opportunities

City Council Work Session

December 1, 2025



Project Background

- City acquired property in December 2024
- Zoned N-1 like surrounding neighborhood(allows 1 or 2 residential units)
- Property is 5,120 square feet in size (Long and narrow)



Billings Brownfields Program

City utilized Big Sky Economic Development managed EPA Brownfield grants:

- Assessment Grant
  - Phase I and II Assessments
  - Community Outreach (early 2025)
  - Cleanup Planning
- Revolving Loan Fund
  - Cleanup Planning
  - Site Cleanup Funding
- Community Survey
  - Comm. Dev. Developed
  - Coord. CE, CD, and Parks
  - 130 Responses



Abatement & Demolition

- Abatement began on September 15th (Week 1)
- Demolition completed on September 26th (Week 2)
- Asbestos abated prior to demolition or segregated during demolition
- Lead-based paint was removed during full building demolition
- Metal from building recycled




KOMATSU
WASP NEST


KOMATSU
DANGER
Keep off swing area
PC
240
LC


KOMATSU
PC 240 LC


Had to
remove this
tree
KOMATSU



BEFORE



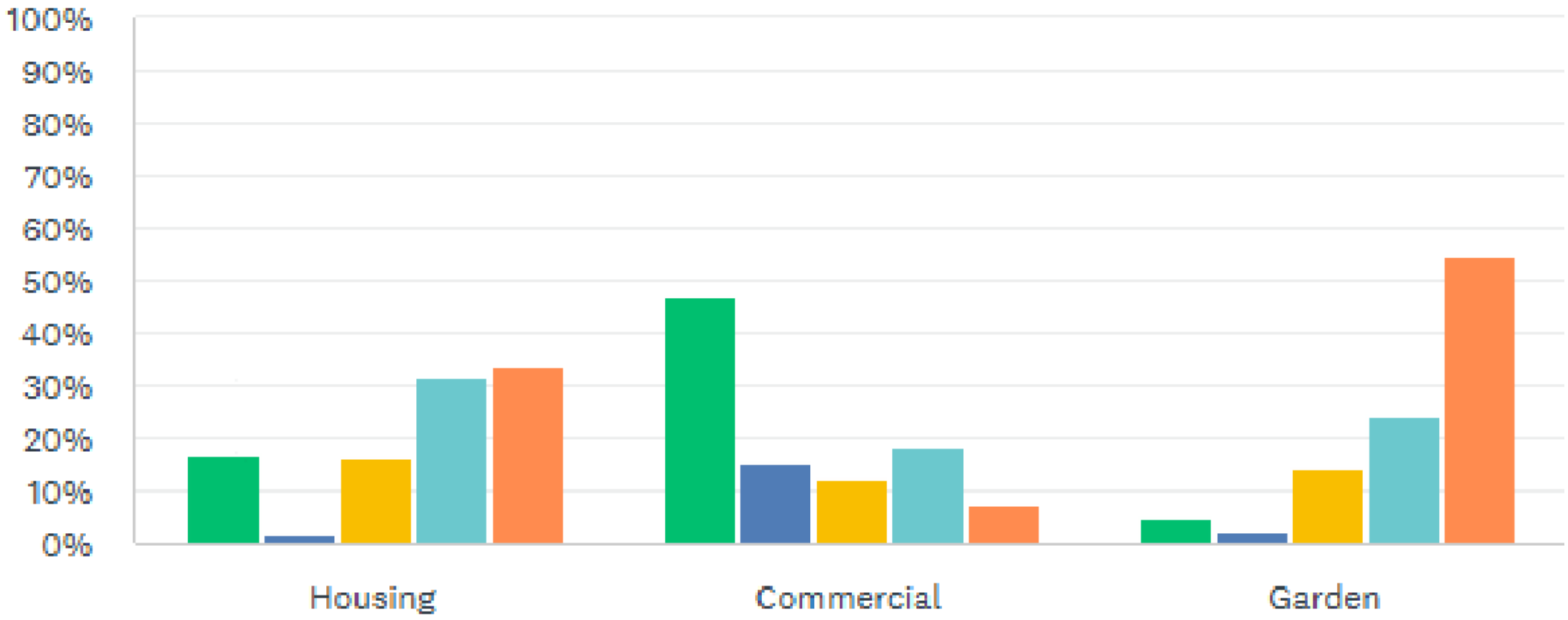
AFTER



Redevelopment Concepts

- Ultimate goal is to have property redeveloped, part of the neighborhood again
- Conducted public meeting in early 2025
- Assembled team of Code Enforcement, Community Development, Parks, Planning staff
- Determined redevelopment concepts
- Developed Neighborhood Survey in Summer 2025

The City has several options for property redevelopment. How strongly do you support the following:



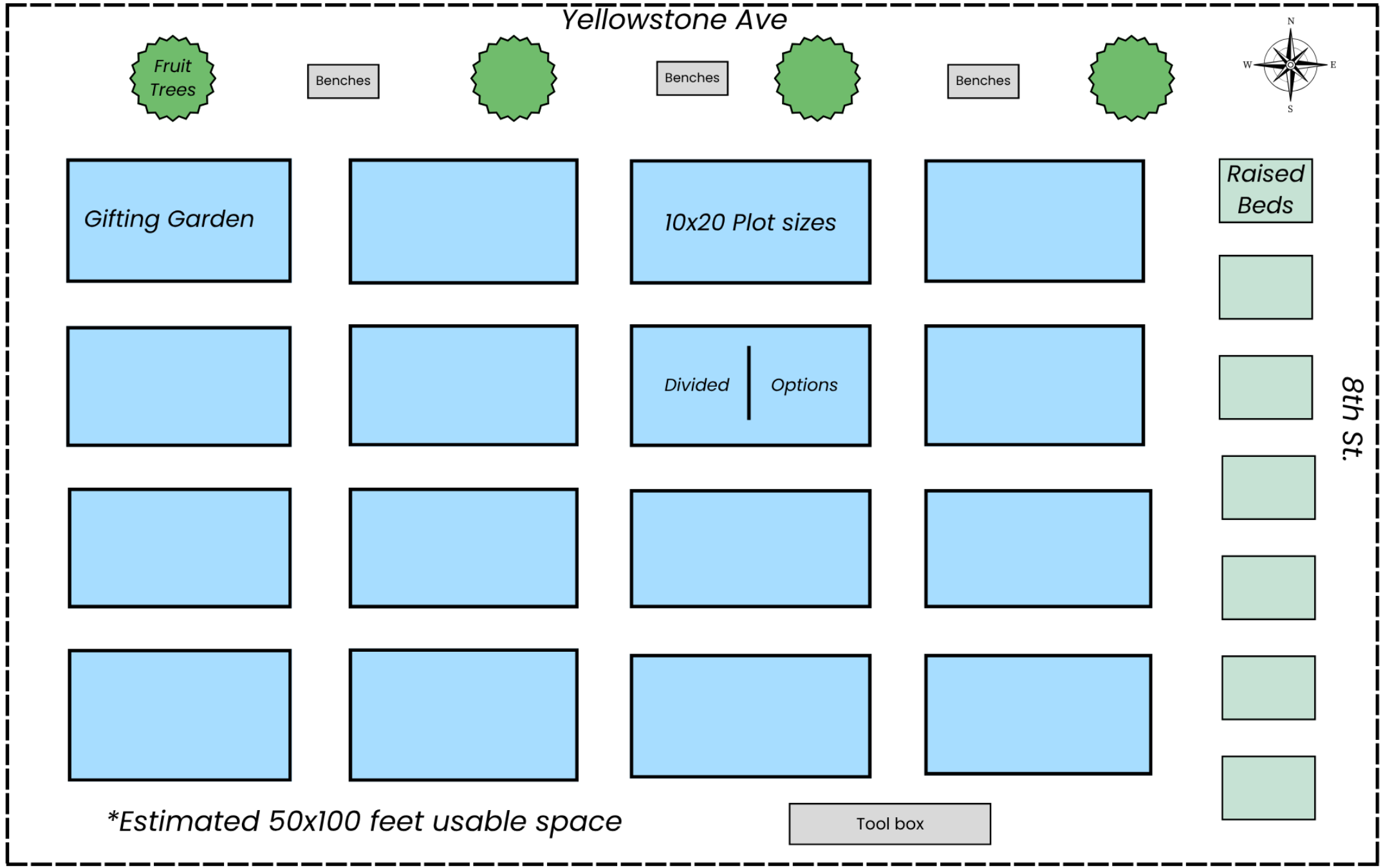
Survey Results – 130 Responses

Redevelopment Concepts

- Initial Concepts
  - HOME and CDBG Program funds for siting a SF Modular Home on the property for First Time Homebuyer (Program challenges)
  - Private development approach (Implementation concerns)
  - Small Open Park Space (Parks and Survey supportive)
  - Open Space/Community Garden (Parks and Survey supportive)
- Refined Concepts
  - × HOME Program budget limitations would prevent SFD modular home concept until mid 2026, if funds were available
  - × City driven RFP type process for private development uncertain
  - ✓ Open space/community garden could be started now with CDBG CPTED funds available now and into 2026
  - ✓ Survey results strong in favor of open space/garden

Staff Recommended Concepts

- Public Open Space/Community Garden
  - ✓Survey strong in favor of open space/garden
  - ✓Provides neighborhood gathering space
  - ✓Parks can organize non-profit participation in community garden development and operations
  - ✓Open space/community garden would be low maintenance given garden model and very small footprint
  - ✓Open space/community garden concept could be started right away with CDBG/CPTED funds available now and into 2026


Yellowstone Ave
Fruit Trees
Benches
Benches
Benches
N
W
E
S
Gifting Garden
10x20 Plot sizes
Raised Beds
Divided
Options
8th St.
*Estimated 50x100 feet usable space
Tool box

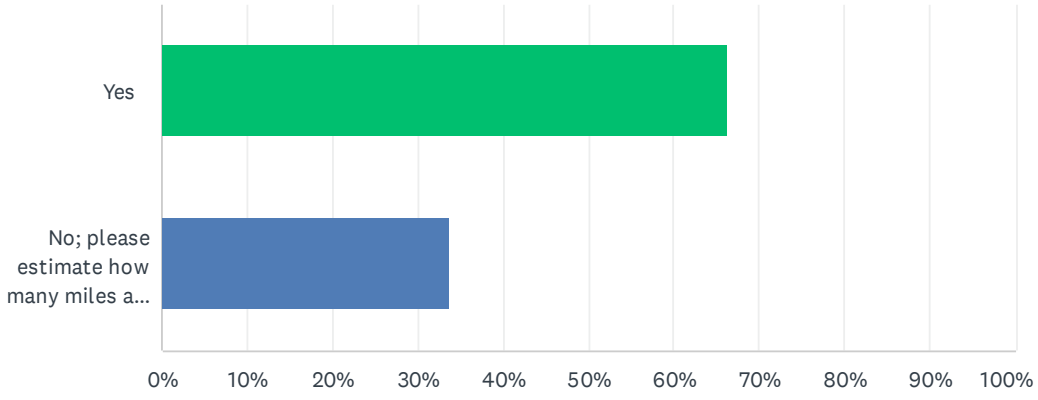
Next Steps

- City Council direction on redevelopment options
- Begin developing project quickly if open space/ community garden selected
- Begin redevelopment Summer 2026



Q1 Do you live in the neighborhood? Neighborhood is defined as a 10-block radius around 802 Yellowstone Ave.

Answered: 131 Skipped: 0



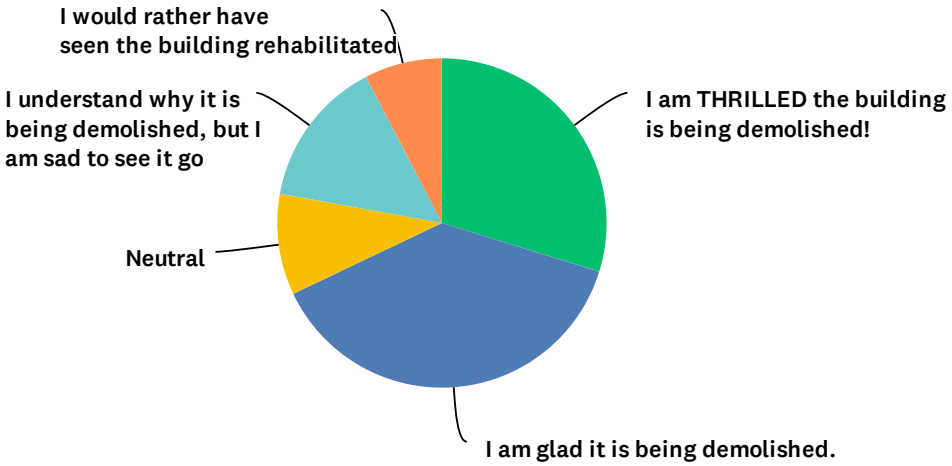
ANSWER CHOICES	RESPONSES	
Yes	66.41%	87
No; please estimate how many miles away you live from 802 Yellowstone Ave.	33.59%	44
TOTAL		131

#	NO; PLEASE ESTIMATE HOW MANY MILES AWAY YOU LIVE FROM 802 YELLOWSTONE AVE.	DATE
1	Live? About 10, but I'm a mail carrier in the area	9/27/2025 8:37 AM
2	25	9/27/2025 8:09 AM
3	0.5	9/27/2025 1:58 AM
4	1	9/26/2025 11:25 PM
5	2	9/25/2025 10:04 PM
6	5	9/25/2025 6:44 PM
7	3	9/25/2025 4:42 PM
8	7	9/25/2025 3:43 PM
9	7	9/25/2025 1:13 PM
10	820 8th St W	9/25/2025 1:07 PM
11	3 miles	9/25/2025 12:49 PM
12	1	9/25/2025 11:47 AM
13	2	9/25/2025 8:25 AM
14	2	9/25/2025 2:58 AM
15	2	9/24/2025 9:53 PM
16	4	9/24/2025 9:30 PM
17	1 mile	9/24/2025 4:13 PM

18	5.5	9/24/2025 3:57 PM
19	3	9/24/2025 3:23 PM
20	5 miles	9/24/2025 1:55 PM
21	2	9/24/2025 12:49 PM
22	9.5 miles	9/24/2025 12:43 PM
23	1 blick	9/24/2025 12:24 PM
24	1-2	9/24/2025 10:33 AM
25	8	9/24/2025 9:23 AM
26	6	9/24/2025 8:26 AM
27	2	9/24/2025 7:39 AM
28	1	9/24/2025 7:33 AM
29	2 miles	9/24/2025 7:19 AM
30	2	9/24/2025 7:12 AM
31	2	9/24/2025 6:39 AM
32	1.2 miles	9/24/2025 5:04 AM
33	3	9/24/2025 12:45 AM
34	1 mile	9/23/2025 10:58 PM
35	5	9/23/2025 9:53 PM
36	7	9/23/2025 9:32 PM
37	917 Burlington Ave	9/23/2025 8:35 PM
38	2	9/23/2025 7:11 PM
39	1	9/8/2025 3:42 PM
40	1300	9/4/2025 9:01 AM
41	2.6	9/4/2025 8:19 AM
42	4	9/4/2025 8:15 AM
43	0	9/3/2025 4:53 PM
44	10 miles	8/13/2025 4:00 PM

Q2 How do you feel about the demolition of the building?

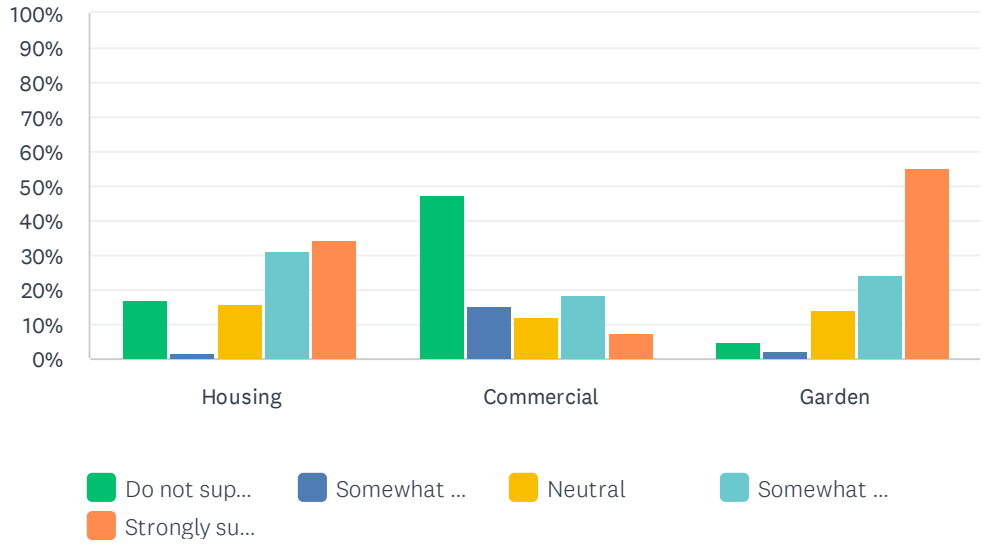
Answered: 131 Skipped: 0



	I AM THRILLED THE BUILDING IS BEING DEMOLISHED!	I AM GLAD IT IS BEING DEMOLISHED.	NEUTRAL	I UNDERSTAND WHY IT IS BEING DEMOLISHED, BUT I AM SAD TO SEE IT GO	I WOULD RATHER HAVE SEEN THE BUILDING REHABILITATED	TOTAL	WEIGHTED AVERAGE
(no label)	29.77% 39	38.17% 50	9.92% 13	14.50% 19	7.63% 10	131	2.32

Q3 The City has several options for property redevelopment. How strongly would you support:

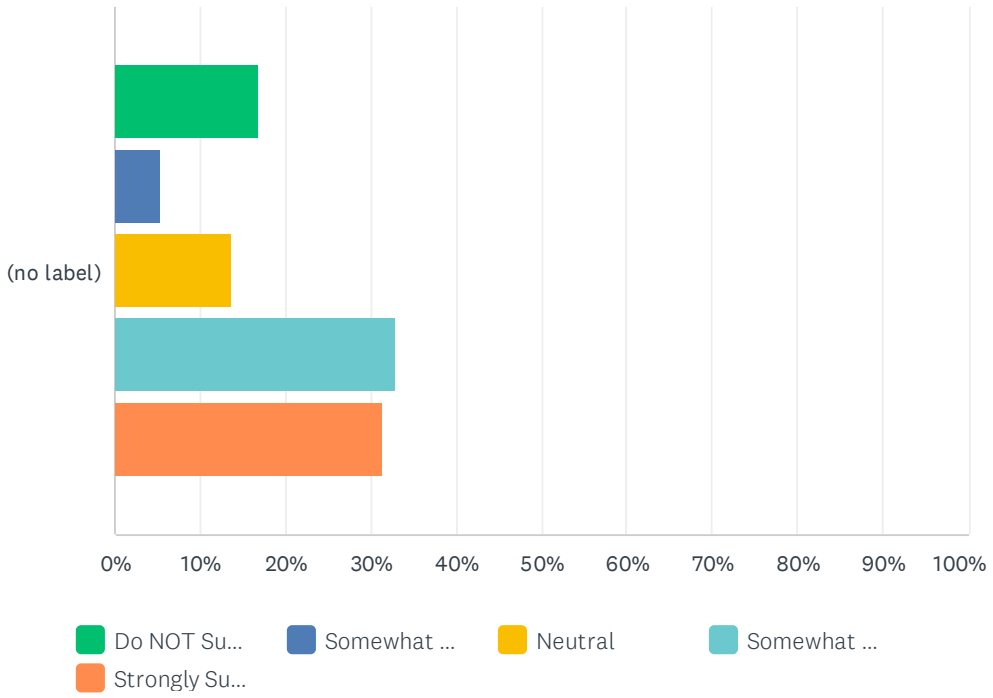
Answered: 131 Skipped: 0



	DO NOT SUPPORT	SOMEWHAT UNSUPPORTIVE	NEUTRAL	SOMEWHAT SUPPORTIVE	STRONGLY SUPPORT	TOTAL	WEIGHTED AVERAGE
Housing	16.79% 22	1.53% 2	16.03% 21	31.30% 41	34.35% 45	131	3.65
Commercial	47.20% 59	15.20% 19	12.00% 15	18.40% 23	7.20% 9	125	2.23
Garden	4.65% 6	2.33% 3	13.95% 18	24.03% 31	55.04% 71	129	4.22

Q4 Single-family housing:

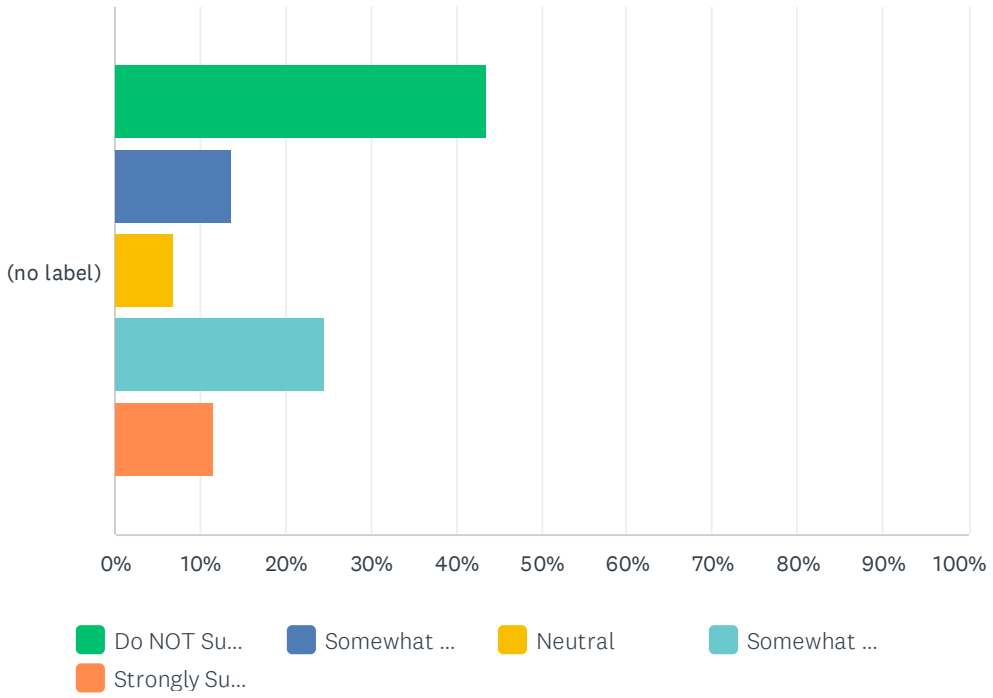
Answered: 131 Skipped: 0



	DO NOT SUPPORT	SOMEWHAT UNSUPPORTIVE	NEUTRAL	SOMEWHAT SUPPORTIVE	STRONGLY SUPPORT	TOTAL	WEIGHTED AVERAGE
(no label)	16.79% 22	5.34% 7	13.74% 18	32.82% 43	31.30% 41	131	3.40

Q5 Multiple side-by-side single-family housing:

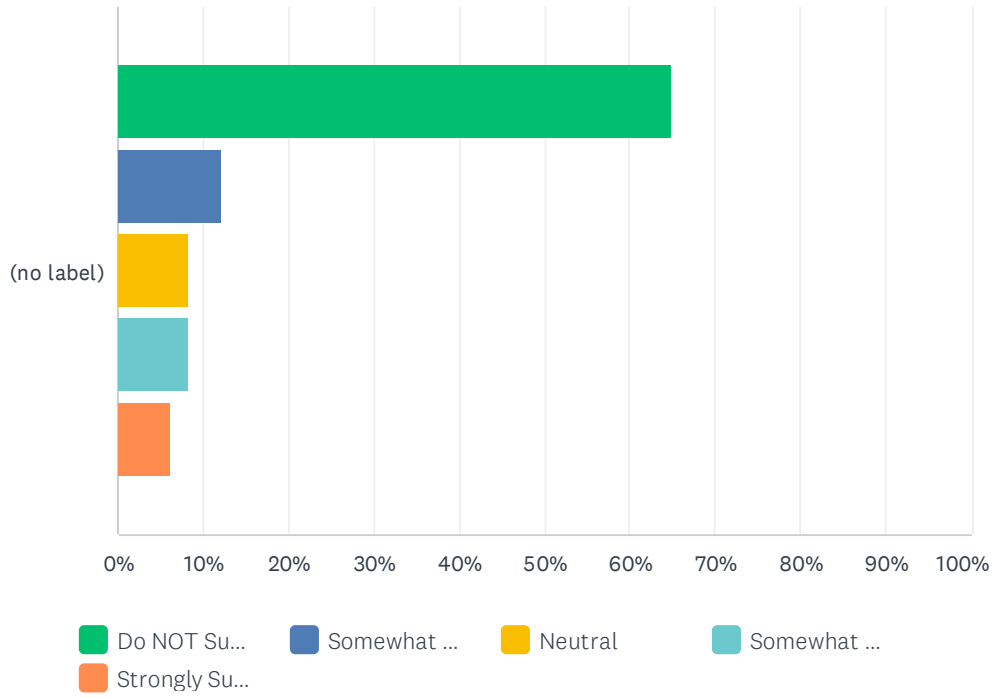
Answered: 131 Skipped: 0



	DO NOT SUPPORT	SOMEWHAT UNSUPPORTIVE	NEUTRAL	SOMEWHAT SUPPORTIVE	STRONGLY SUPPORT	TOTAL	WEIGHTED AVERAGE
(no label)	43.51% 57	13.74% 18	6.87% 9	24.43% 32	11.45% 15	131	2.03

Q6 Residential rental row housing:

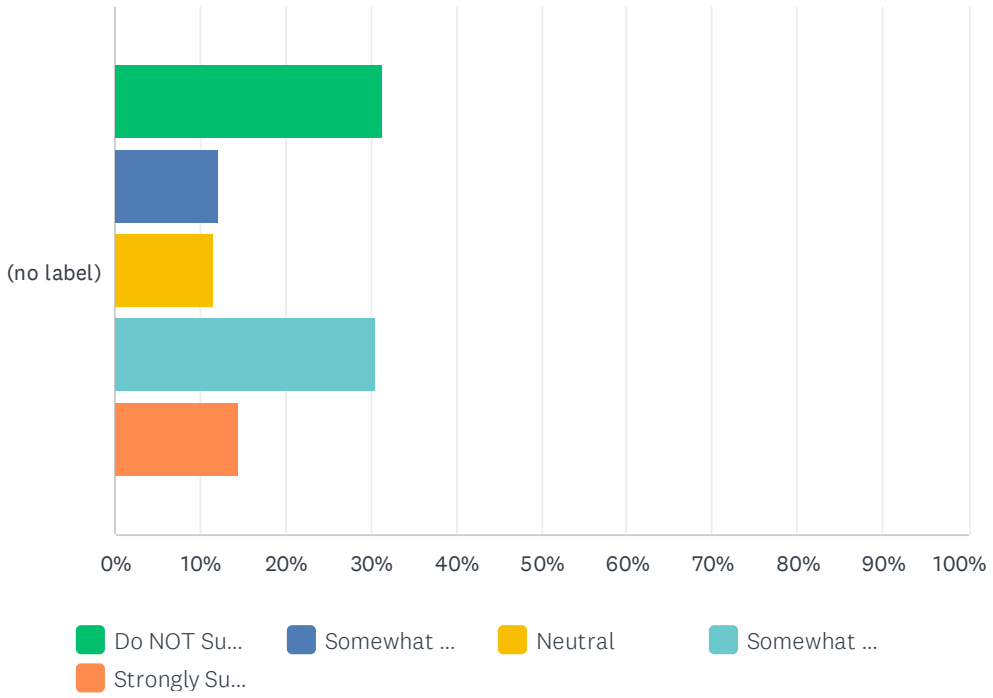
Answered: 131 Skipped: 0



	DO NOT SUPPORT	SOMEWHAT UNSUPPORTIVE	NEUTRAL	SOMEWHAT SUPPORTIVE	STRONGLY SUPPORT	TOTAL	WEIGHTED AVERAGE
(no label)	64.89% 85	12.21% 16	8.40% 11	8.40% 11	6.11% 8	131	1.14

Q7 Duplex housing:

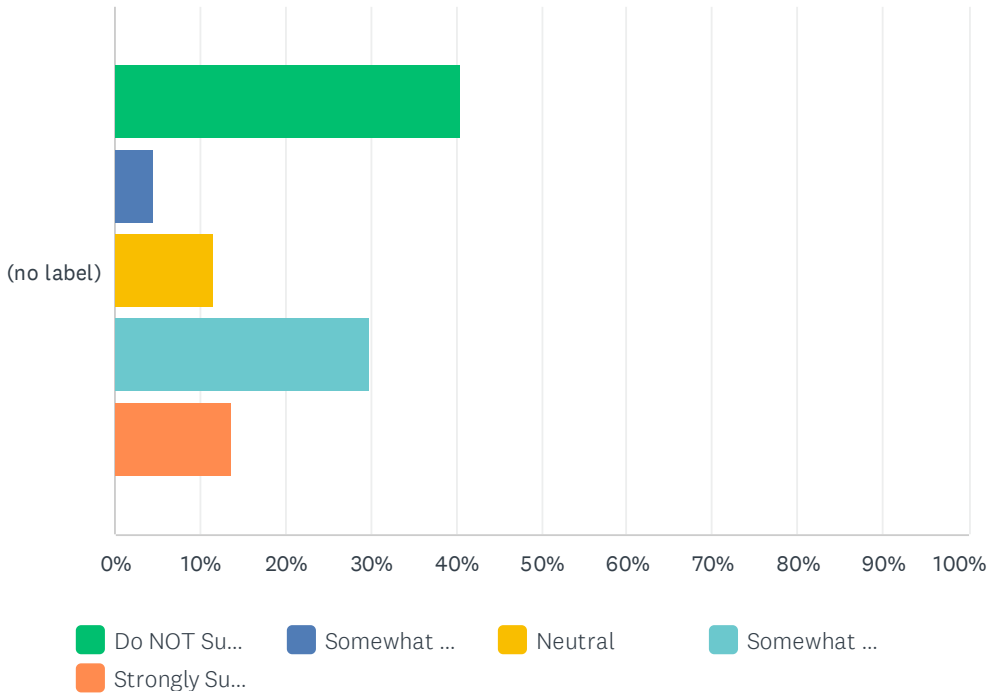
Answered: 131 Skipped: 0



	DO NOT SUPPORT	SOMEWHAT UNSUPPORTIVE	NEUTRAL	SOMEWHAT SUPPORTIVE	STRONGLY SUPPORT	TOTAL	WEIGHTED AVERAGE
(no label)	31.30% 41	12.21% 16	11.45% 15	30.53% 40	14.50% 19	131	2.53

Q8 Commercial / residential mixed use:

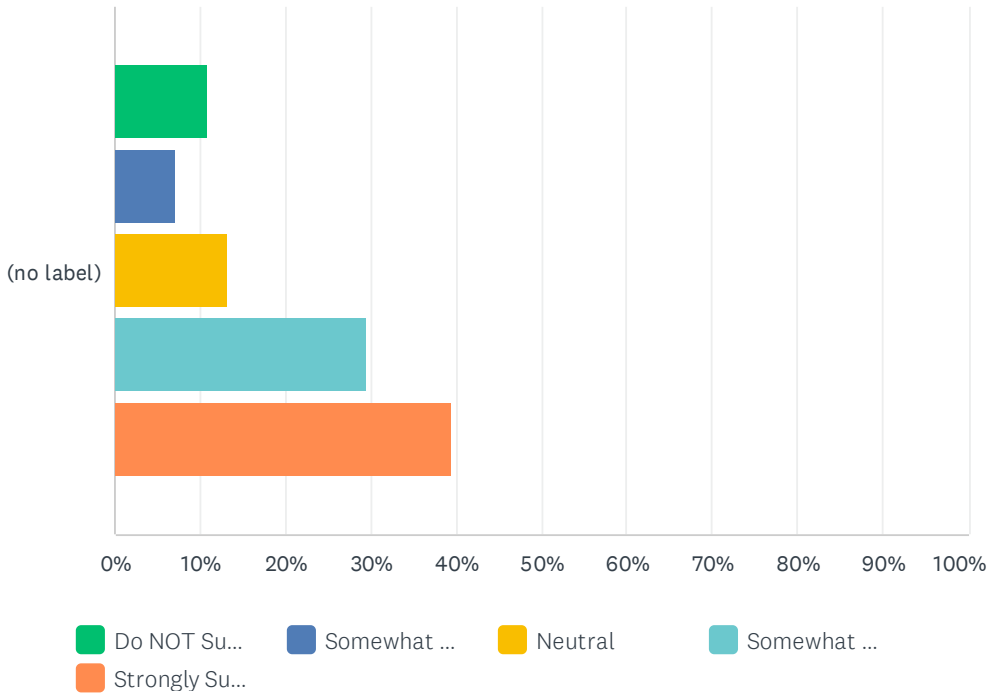
Answered: 131 Skipped: 0



	DO NOT SUPPORT	SOMEWHAT UNSUPPORTIVE	NEUTRAL	SOMEWHAT SUPPORTIVE	STRONGLY SUPPORT	TOTAL	WEIGHTED AVERAGE
(no label)	40.46% 53	4.58% 6	11.45% 15	29.77% 39	13.74% 18	131	2.31

Q9 Open Space:

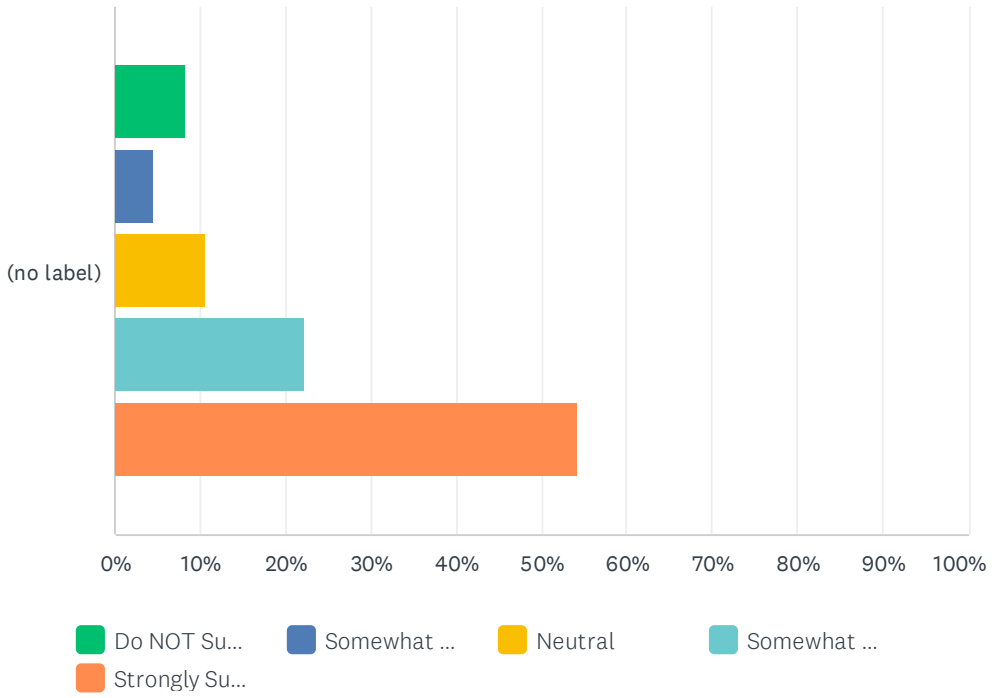
Answered: 129 Skipped: 2



	DO NOT SUPPORT	SOMEWHAT UNSUPPORTIVE	NEUTRAL	SOMEWHAT SUPPORTIVE	STRONGLY SUPPORT	TOTAL	WEIGHTED AVERAGE
(no label)	10.85% 14	6.98% 9	13.18% 17	29.46% 38	39.53% 51	129	3.69

Q10 Community garden:

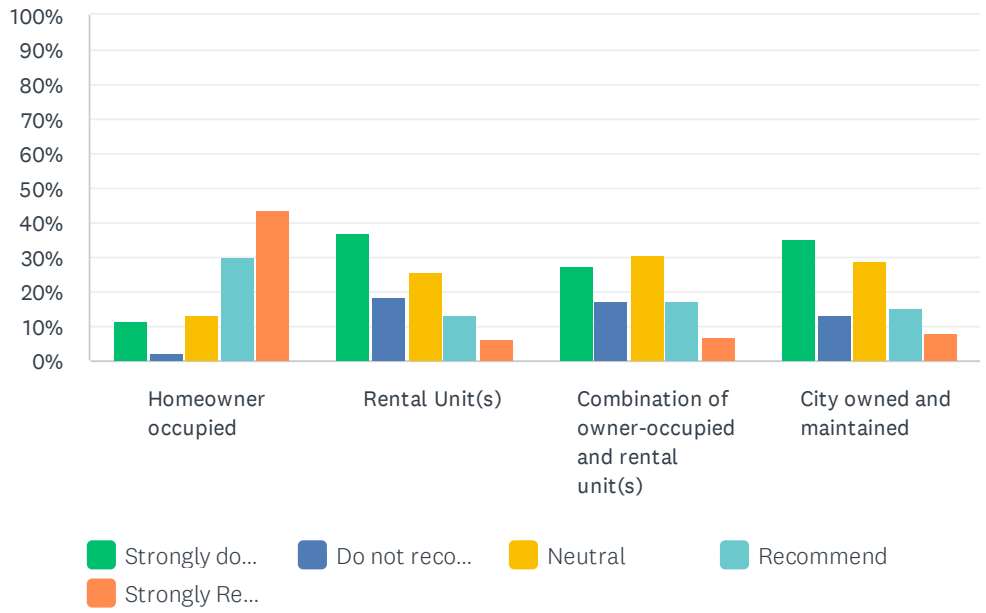
Answered: 131 Skipped: 0



	DO NOT SUPPORT	SOMEWHAT UNSUPPORTIVE	NEUTRAL	SOMEWHAT SUPPORTIVE	STRONGLY SUPPORT	TOTAL	WEIGHTED AVERAGE
(no label)	8.40% 11	4.58% 6	10.69% 14	22.14% 29	54.20% 71	131	4.01

Q11 If you are supportive of housing development, to what extent do you recommend the following ownership structures?

Answered: 131 Skipped: 0

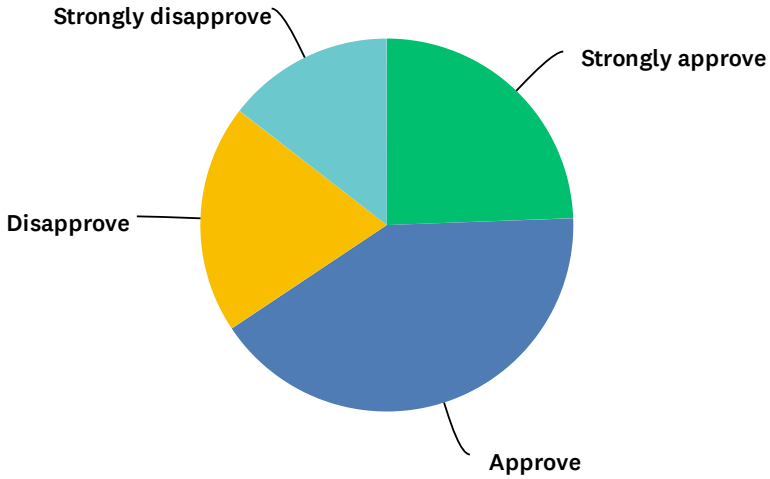


	STRONGLY DO NOT RECOMMEND	DO NOT RECOMMEND	NEUTRAL	RECOMMEND	STRONGLY RECOMMEND	TOTAL	WEIGHTED AVERAGE
Homeowner occupied	11.45% 15	2.29% 3	12.98% 17	29.77% 39	43.51% 57	131	3.92
Rental Unit(s)	36.64% 48	18.32% 24	25.95% 34	12.98% 17	6.11% 8	131	2.34
Combination of owner-occupied and rental unit(s)	27.48% 36	17.56% 23	30.53% 40	17.56% 23	6.87% 9	131	2.59
City owned and maintained	35.11% 46	12.98% 17	29.01% 38	15.27% 20	7.63% 10	131	2.47

#	OTHER (PLEASE SPECIFY)	DATE
1	Coffee shop, rent to own	9/26/2025 6:48 PM
2	I'm in favor of a city-maintained park or green space. It has been proven that such spaces enhance mental health and reduce crime.	9/25/2025 10:04 PM
3	Get rid of building's on main street making town look bad they're ran down and full of garbage	9/24/2025 5:47 PM
4	Rent controlled or HUD Housing	9/24/2025 4:13 PM
5	I would like to see more housing units- but not section 8 only like this area seems to be.	9/24/2025 12:08 PM
6	Harper and Madison coffee shop would be good	9/23/2025 7:50 PM

Q12 How do you feel about the City of Billings donating the property to a local nonprofit organization to redevelop and manage?

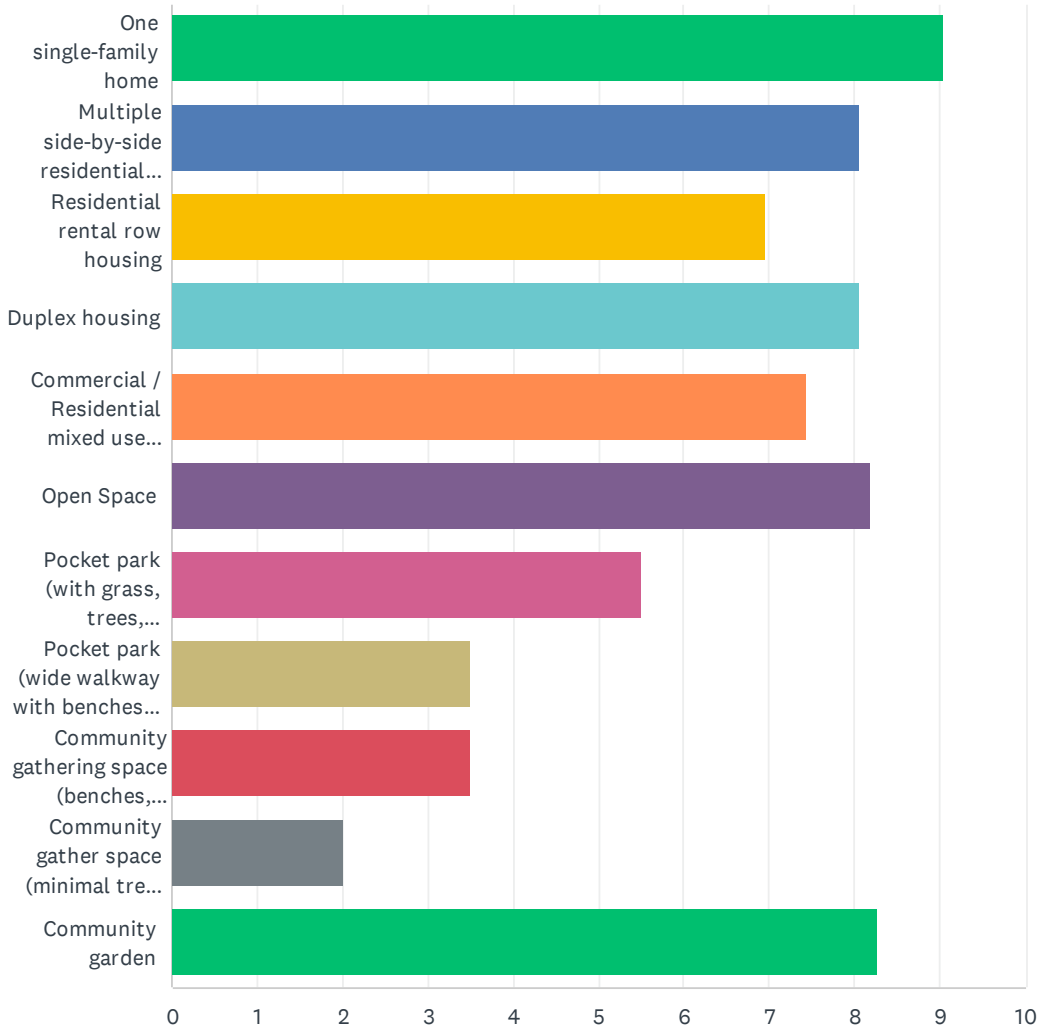
Answered: 131 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly approve	24.43%	32
Approve	41.22%	54
Disapprove	19.85%	26
Strongly disapprove	14.50%	19
TOTAL		131

Q13 Please rank the following options for the property. 1 = least desirable; 10 = most desirable

Answered: 131 Skipped: 0



	1	2	3	4	5	6	7	8	9	10	11	
One single-family home	32.82% 43	9.92% 13	24.43% 32	12.21% 16	9.16% 12	5.34% 7	6.11% 8	0.00% 0	0.00% 0	0.00% 0	0.00% 0	
Multiple side-by-side residential homes	10.69% 14	13.74% 18	16.79% 22	14.50% 19	21.37% 28	19.08% 25	3.82% 5	0.00% 0	0.00% 0	0.00% 0	0.00% 0	
Residential rental row housing	5.34% 7	7.63% 10	16.03% 21	8.40% 11	9.92% 13	16.79% 22	35.88% 47	0.00% 0	0.00% 0	0.00% 0	0.00% 0	
Duplex housing	3.05% 4	19.08% 25	13.74% 18	29.01% 38	19.85% 26	10.69% 14	4.58% 6	0.00% 0	0.00% 0	0.00% 0	0.00% 0	
Commercial / Residential mixed use building	9.16% 12	6.11% 8	12.98% 17	17.56% 23	19.08% 25	16.03% 21	19.08% 25	0.00% 0	0.00% 0	0.00% 0	0.00% 0	
Open Space	13.95% 18	26.36% 34	7.75% 10	8.53% 11	16.28% 21	14.73% 19	12.40% 16	0.00% 0	0.00% 0	0.00% 0	0.00% 0	
Pocket park (with grass, trees, playground, etc.)	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	50.00% 1	50.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	
Pocket park (wide walkway with benches, trees, lighting, etc.)	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	50.00% 1	50.00% 1	0.00% 0	0.00% 0	
Community gathering space (benches, artwork, lighting, no grass)	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	50.00% 1	50.00% 1	0.00% 0	0.00% 0	
Community gather space (minimal trees, no grass / colorful)	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	100.00% 2	0.00% 0	
Community garden	25.19% 33	17.56% 23	8.40% 11	9.92% 13	4.58% 6	16.79% 22	17.56% 23	0.00% 0	0.00% 0	0.00% 0	0.00% 0	

Q14 Please share any other comments or suggestions you have about the redevelopment of 802 Yellowstone Ave.

Answered: 41 Skipped: 90

#	RESPONSES	DATE
1	Have you reached out to Habitat for Humanity? They could use the lot for building a house. Also, what about Veterans Navigation Network. What if they developed the space into a park to honor Gold Star Families?	9/30/2025 10:06 AM
2	This lot seems too small for multiple residences.	9/27/2025 4:15 PM
3	A community garden would be so great for that area. The Yellowstone, Clark and Wyoming neighbors are already a great bunch of people and a garden would serve as such a great addition	9/27/2025 8:37 AM
4	Small lot. Sell it and absolve the city from having to deal with it or leave it open for neighborhood kids to play on or community garden. Problem with garden is too much shade from established foliage.	9/26/2025 8:47 PM
5	A coffee shop or something for the neighborhood to enjoy. A community garden would be awesome. A rent to own for someone in the neighborhood that is looking to but an affordable home in a great neighborhood.	9/26/2025 6:48 PM
6	A small park/green space as this is a very family-centric neighborhood.	9/25/2025 10:04 PM
7	My top choice would be for an open space or community garden. I live on Alderson and pass by daily. The space would bring a good benefit to the neighborhood and the rentals adjacent. Providing access to a green space in replace for a brick/concrete building in decay. Thank you for working on this, I am excited to see the change.	9/25/2025 6:17 PM
8	You always just sell the property to the owner (Lisa Cox) next door at 820 8th St West	9/25/2025 1:07 PM
9	N/A	9/25/2025 11:47 AM
10	It's a nice neighborhood, it need not be exploited for money from a rental company	9/25/2025 8:25 AM
11	Community gardens in the area can be extremely beneficial to lower income families in the area and help beautify the city. I have seen it successfully done in Milwaukee. Often times it can give the children safe activities and help feed them healthy food and instill work ethic.	9/25/2025 2:58 AM
12	It would be nice to see another local business take that place. Such as, another butcher, sandwich or coffee shop. It has side parking and is in a great walking distance. I know star bucks up the street is constantly busy. If not, a purchased home or park would be best. The area is mixed with rentals and owned property. You can clearly tell which is which.	9/24/2025 9:24 PM
13	Affordable tiny homes possibly?	9/24/2025 5:09 PM
14	Dog park	9/24/2025 5:03 PM
15	Low rent housing is needed for our city.	9/24/2025 3:23 PM
16	Thank you for this opportunity to give input. We have lived on the 700 block of Clark Avenue for over 20 years and have always wanted to see that property improved.	9/24/2025 1:44 PM
17	Mini-park with sandbox and climbing gear with music choices	9/24/2025 12:24 PM
18	I would like to see a nice property/units here that are not section 8 only. This area is a lot people who don't see to care and it would be a nice change to see a nice unit built.	9/24/2025 12:08 PM
19	Given the size of the property the only option is a single family or duplex	9/24/2025 10:33 AM
20	Good Luck. Let’s Brighten this neighborhood.	9/24/2025 9:23 AM
21	stop making housing more unaffordable by using land as "green space" or a community garden	9/24/2025 8:26 AM

	what a waste. community gardens are for churches and other places that have land not being used not prime real estate where multiple families could live.	
22	Thank you for creating this survey and asking for input!	9/24/2025 7:19 AM
23	We have a lot of kids around here, a garden or park would be great for them as well as the beauty of our neighborhood.	9/24/2025 7:05 AM
24	If housing is built please don’t let it be modern architecture. Architecture must fit in with existing homes.	9/24/2025 2:31 AM
25	It would also make a good space for a community art building or community yoga. I would also like a park or garden.	9/23/2025 8:35 PM
26	Thank you!! This is so exciting for the neighborhood	9/23/2025 8:22 PM
27	Very close to a busy road. Open space, gardens will cause bad behavior in the neighborhood.	9/23/2025 8:11 PM
28	Donate the land to bonini construction and I will build housing that can be rented at below market value. To be stipulated with an agreement with the city. I have a proven record for building quality infill multi-family projects as done on 10th and Wyoming and 13th and Lynn and 10th avenue North and 22st to name a few.	9/23/2025 8:06 PM
29	so glad the meat locker is no longer, thank you	9/23/2025 7:50 PM
30	Make it a park with a jungle gym	9/23/2025 7:48 PM
31	Please maintain character of neighborhood if residential structures are built. Commercial business, if allowed, should be low traffic so as not to impact neighborhood parking since Lewis can’t be parked on.	9/23/2025 7:11 PM
32	If city owned and maintained need guarantee it would be maintained Existing home owners have buyin on sale or donation	9/10/2025 3:04 PM
33	Single family owner on property Garden	9/10/2025 2:42 PM
34	If this place becomes a car wash or casino, so help me. PLEASE make it into something that actually benefits this city. You have an opportunity to make something nice for Billings and this neighborhood, don’t ruin it!	9/8/2025 3:42 PM
35	A market like Poly Food Basket would be amazing!	9/7/2025 2:57 PM
36	Park	9/4/2025 9:08 AM
37	Considering the location in a primarily residential part of Billings, keeping the space in line with the community should be high priority.	9/4/2025 9:01 AM
38	Please turn it into a park so the kids that live in the neighborhood have a safe place to play	9/4/2025 8:19 AM
39	Turn it into a small dog park a there are no dog parks in the area	9/4/2025 8:15 AM
40	Please make it a playground. A small park for the neighborhood. This is a walkable neighborhood with lots of people that walk their dogs and let their kids play near the street. A green space, with benches, playground would be amazing!	9/4/2025 8:13 AM
41	Thanks for doing something with this property!	8/13/2025 4:00 PM

Community Development Board – Approved at its February 3, 2026 Meeting
Surplus City-Owned Land: Affordable Housing Priority Recommendation

Why This Matters

The City of Billings continues to experience strong housing demand, rising land costs, and limited availability of sites suitable for affordable housing. Publicly owned land is one of the few tools the City can strategically leverage to support housing affordability without increasing taxes or ongoing operating costs.

This recommended procedure establishes a clear, consistent framework for how surplus City-owned land is evaluated and disposed of, with an emphasis on maximizing long-term community benefit.

Definitions

- **Surplus Property:** City-owned real property no longer needed for current or planned municipal use.
- **Housing-Suitable Property:** Surplus property that, based on preliminary review, could reasonably support residential or mixed-use development.
- **Affordable Housing:** Housing with income or rent restrictions consistent with City-adopted housing policies or HUD program standards.

Policy Recommendation

Prioritize the use of surplus City-owned land for affordable housing before considering market-rate sale or non-housing uses.

- **Surplus Determination:** City departments identify property no longer needed for municipal purposes.
- **Housing Suitability Review:** City staff assess whether the parcel could reasonably support housing, based on location, size, zoning, infrastructure, and consistency with adopted plans.
- **Housing-Priority Offering:** Parcels suitable for housing are offered through a competitive process to nonprofit, public, or private developers proposing income-restricted housing.
- **Flexible Disposition Tools:** The City may improve project feasibility by:
    1. Convey land at reduced or no cost in exchange for affordability commitments and reporting, commonly known as “land write-downs”.
    2. Impact fee reductions or waivers for income-restricted units.
    3. Building permit fee reductions or waivers in exchange for affordability levels and / or unit count.
    4. Development agreements requiring long-term affordability and performance standards.
- **Secondary Options:** If no viable housing proposal is received, the City may consider mixed-use development or market-rate sale, with proceeds directed to housing-related purposes.

Key Safeguards

- Competitive and transparent solicitation process
- Clear affordability and timeline requirements
- Deed restrictions or development agreements to protect public investment
- City Council approval required for all final property dispositions

Expected Benefits

- Increased opportunities for affordable housing development
- Reduced land cost barriers for nonprofit and mission-driven developers
- More predictable, equitable decision-making around surplus property
- Strong alignment with the City’s Consolidated Plan and housing priorities

PROMISSORY NOTE

As hereinafter provided, the undersigned **CITY OF BILLINGS,** a Municipal City, whose address is 316 N. 26th Street, Billings, MT 59101 (**"Borrower"**), promises to pay to **BIG SKY ECONOMIC DEVELOPMENT CORPORATION**, a Montana nonprofit corporation, whose address is 201 N. Broadway, Billings, MT 59101, (**"Lender"**), the sum of **EIGHTY FOUR THOUSAND EIGHT HUNDRED FORTY EIGHT** dollars ($84,848.00) for value received, plus interest upon the principal balance at the rate of **ZERO** percent (0.00%) per annum from the date of this note, until paid in full.

The Note shall be a single pay note having a term of **THIRTY SIX** (36) months from the date of execution of this note. The Maturity Date will be **THIRTY SIX** (36) months from the execution date of this note. **Borrower** shall make one lump sum principal payment in the amount of **EIGHTY FOUR THOUSAND EIGHT HUNDRED FORTY EIGHT** dollars ($84,848.00) upon the Maturity Date. Upon the failure by **Borrower** to make any payment pursuant to this Note or to comply with any promises or conditions contained in the Loan Agreement executed by **Borrower** contemporaneously with this Note, or any Related Documents (as defined in the Loan Agreement), **Lender** may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due and payable.

Borrower agrees in case of default in the payment of this Note to pay all costs and expenses of collecting the same, including reasonable attorney fees.

This Note is secured by a Montana Trust Indenture.

If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. **Borrower** does not agree or intend to pay, and **Lender** does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause **Lender** to charge or collect more for this loan than the maximum **Lender** would be permitted to charge or collect by federal law or the law of the State of Montana (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to **Borrower**. **Lender** may delay or forgo enforcing any of its rights or remedies under this Note without losing them. **Borrower** and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that **Lender** may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect **Lender**'s security interest in the collateral; and take any other action deemed necessary by **Lender** without the consent of or notice to anyone. All such parties also agree that **Lender** may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

IN WITNESS WHEREOF, the parties have caused this Promissory Note to be executed by their respective officers thereunto duly authorized, as of the following date.

DATED July 18, 2025.

BORROWER:
CITY OF BILLINGS,
A Municipal City,

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

ATTEST:

By: Denise R. Bohlman
Name: Denise R. Bohlman, City Clerk

ATTEST:

By: Nina Philpott
Nina Philpott, Assistant Secretary

LENDER:
BIG SKY ECONOMIC DEVELOPMENT CORPORATION

By:
Paul Green, Executive Director

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered on July 18, 2025, by and between the **CITY OF BILLINGS,** a Municipal City, whose address is 316 N. 26th Street, Billings, MT 59101 (**"Borrower"**) and the **BIG SKY ECONOMIC DEVELOPMENT CORPORATION,** a Montana nonprofit corporation, whose mailing address is 201 N. Broadway, Billings, MT 59101 (**"Lender"**).

RECITALS

WHEREAS, the **Lender** operates a lending program for the purpose of creating job opportunities and economic development for the residents of Yellowstone County, Montana; and

WHEREAS, the **Borrower** wishes to borrow the total sum of **EIGHTY FOUR THOUSAND EIGHT HUNDRED FORTY EIGHT** ($84,848.00) from **Lender** under the U.S. Environmental Protection Agency Brownfields Revolving Loan Fund for the purpose of property remediation / environmental cleanup (**"Project"**).

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **INCORPORATION OF RECITALS:** All the foregoing recitals are true and correct and are incorporated by reference in this paragraph.
2. **AMOUNT AND REPAYMENT OF LOAN:** The **Lender** agrees, under the terms and conditions of this Loan Agreement, to make a loan to **Borrower** for the Project as set forth below in Paragraph 4. The total principal amount of such loan shall be **EIGHTY FOUR THOUSAND EIGHT HUNDRED FORTY EIGHT** dollars ($84,848.00). The loan shall be repaid by **Borrower** in the following manner:
    a. The sum of $84,848.00 shall be evidenced by a Promissory Note executed by **Borrower**. The Promissory Note shall be made payable to **Lender** in form and content the same as Exhibit "A" attached hereto and shall accrue interest from the date of the Loan at the rate of **ZERO** percent (0.00%) per annum.

    b. The Note shall be amortized over **THIRTY SIX** (36) months. **Borrower** shall make a single principal payment in the amount of **EIGHTY FOUR THOUSAND EIGHT HUNDRED FORTY EIGHT** dollars ($84,848.00) on July 18, 2028. Any unpaid accrued interest shall be capitalized and added to principal as accrued.

    c. The Note may be renewed or extended by the Lender for a period of up to twelve (12) months beyond the original maturity date, at the request of the borrower, or at the Lender's discretion. The request for extension will not be unreasonably withheld if the redevelopment project is not completed within the original term.

    d. All payments will be made promptly to **Lender** at its address specified at the beginning of this Loan Agreement, or at such other address as it may designate in writing. **Borrower** agrees to pay a late charge of five percent (5%) of the scheduled payments described above for any such payment not made by the 10th day after its scheduled due date. All payments shall be first applied to penalties, then to interest and thereafter to principal. **Borrower** shall have the right to prepay all or any part of the Note without penalty of any kind.

3. **CONDITIONS OF LOAN: Lender's** obligation to make the loan contemplated hereby is contingent on each and all the following:

a. **Upon request, Borrower** will submit to **Lender** annual financial statements within 120 days of the end of **Borrower's** fiscal year, which shall be prepared to meet the requirements of **Borrower's** bank or lending institution. In addition, **Borrower** will submit to **Lender** copies of **Borrower's** income tax returns within 120 days after the date on which such returns are due. Written status reports on project performance at the request of, and in the format prescribed by **Lender,** will be provided by **Borrower** to **Lender**.

b. Upon receipt of reasonable advance notice, **Borrower** will permit, during normal business hours, representatives of **Lender** to inspect **Borrower's** facilities and records which are the subject of this Loan.

c. **Borrower's** interest in this Loan Agreement is non-assignable except upon the written consent of **Lender**. A request for consent to assignment must include a statement justifying the request and the certified financial statement of the proposed assignee. This statement must be current to within 120 days of the request. **Lender** reserves the right to deny requests for assignment and to modify rates and terms of this Loan Agreement and its exhibits as conditions of an assignment. Nothing herein will prevent **Borrower** from assigning said loan to a separate entity controlled by **Borrower**.

d. It is expressly understood that the proceeds of this Loan are designated solely for those purposes (i.e., the Project) set forth in this Loan Agreement and may not be used for any prohibited or illegal purposes. It is further expressly understood that **Lender** shall have the right to change the loan fund for this Loan and/or assign this loan among its various loan funds at its sole and complete discretion without notice or approval of **Borrower**.

e. **Borrower** waives all claims and recourse against **Lender**, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to this Loan Agreement. Further, **Borrower** will indemnify, hold harmless, and defend **Lender** against all claims, demands, damages, costs, expenses or liability arising out of the performance of this Loan Agreement by **Borrower**.

f. **Borrower** shall have secured all necessary approvals or consents, if required, of all governmental bodies having jurisdiction with respect to any construction contemplated in accordance with the use of proceeds.

g. **Lender** shall have received the Opinion of Counsel to **Borrower** that the representations and warranties are true and accurate on and as of the closing date and the conditions of the Loan have been duly satisfied as of the closing date.

h. **Lender** shall have received verification that **Borrower** has adequate insurance in place on all Collateral. Said insurance policy shall provide that **Lender** is an additional insured and that the insurance policy may not be canceled without first providing notice of said cancellation to **Lender** at least thirty (30) days prior to cancellation. "Collateral" means all property and assets granted as collateral security for the loan being made under this Loan Agreement, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

i. **Borrower** certifies they have not been suspended, debarred, or otherwise excluded from receiving Federal funds.

j. **Borrower** shall certify they are not currently, nor have they been, subject to any penalties resulting from environmental noncompliance at the site subject to the loan or subgrant.

k. **Borrower** shall certify they are not potentially liable under CERCLA §107 for the site or that, if they are, they qualify for a limitation or defense to liability under CERCLA. If asserting a limitation or defense to liability, the borrower must state the basis for that assertion. When using cooperative agreement funds for petroleum-contaminated brownfield sites, Borrower shall certify they are not a viable responsible party or potentially liable for the petroleum contamination at the site.

4. **SECURITY:** For the Loan contemplated herein, **Borrower** will provide and grant to **Lender** adequate security for payment and performance of this Loan Agreement and the above described Promissory Note, to initially consist of the following:

a. **CITY OF BILLINGS** will pledge to the **Lender** (Real Property Information with Legal Description):

Lot One (1), in Block Three (3), of Rickman Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 345049.

Property is commonly known as 802 Yellowstone Avenue, Billings, MT 59101.

CITY OF BILLINGS agrees to execute a Montana Trust Indenture in form and content the same as Exhibit "B" attached hereto and by this reference made a part hereof. Should **Borrower** default in repayment of the Loan, **Lender** may resort to the above-described property and pursue all remedies allowable by the laws of the State of Montana.

b. Six months from the date hereof and at the end of each succeeding one (1) year period, **Lender** and its designated agents may review, re-evaluate, and examine the property pledged as security for repayment of this Loan. Should **Lender** determine in its reasonable judgment that such security is inadequate in value to fully secure the balance of the Loan unpaid on the date of such review, **Lender** may require that **Borrower** pledge, by whatever means or documents **Lender** deems to be appropriate, such additional property or other collateral as **Lender** deems necessary to fully secure repayment of the remaining balance of the Loan.

c. **Borrower** will not without the prior written consent of **Lender**, sell, pledge, transfer, assign, hypothecate or otherwise dispose of **Borrower's** assets in the Project. In the event of any such transfer, sale, pledge, assignment, hypothecation or disposal of assets in the Project, **Lender** may, at its sole discretion, accelerate the unpaid balance of the Loan then due and owing.

d. If Borrower sells all the real property described in the Trust Indenture for fair market value in a bona fide arm's length sale and purchase transaction (such sale, a "Sale"), all proceeds from the Sale (the "Proceeds") shall be applied to the obligations secured by the Trust Indenture (the "Obligations"), including but not limited to the outstanding balance of the Promissory Note. If the Proceeds are insufficient to satisfy the Obligations in full (the amount of any such shortfall, the "Shortfall"), then so long as Borrower is not in default under this Loan Agreement, the Promissory Note, the Trust Indenture, or any other agreements between Borrower and Lender, the Lender will forgive the Shortfall.

e. If the Borrower retains ownership of the Property for governmental, non-profit, or other public use and does not sell or transfer it to any third party, the Loan shall be forgiven in its entirety, and the Borrower shall have no further repayment obligations. The determination of governmental, non-profit, or public use shall be subject to verification and approval by the Lender.

f. If the Borrower sells the property at below fair market value to achieve a specific public benefit (i.e. workforce housing or a neighborhood grocery store), and the proceeds are insufficient to satisfy the Obligations in full (the amount of any such shortfall, the "Shortfall"), then so long as Borrower is not in default under this Loan Agreement, the Promissory Note, the Trust Indenture, or any other agreements between Borrower and Lender, the Lender will forgive the Shortfall.

5. **REPRESENTATIONS AND WARRANTIES**: **Borrower** hereby represents, warrants, and covenants as follows:

a. The making and performance by **Borrower** of this Loan Agreement, and the execution and delivery of the Related Document, will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect having applicability to **Borrower** or result in a breach of or constitute a default under any indenture or bank loan or credit agreement or any other agreement or instrument to which **Borrower** is a party or by which **Borrower** or **Borrower's** property may be bound or affected. "Related Documents" means all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the loan being made under this Loan Agreement.

b. When this Loan Agreement is executed by **Borrower** and **Lender**, and when the Related Documents are executed and delivered by **Borrower** for value, each such instrument shall constitute a legal, valid, and binding obligation of **Borrower** in accordance with its terms. Any security agreements and instruments, financing statements, and other liens on chattel or real estate shall constitute legal, valid and binding liens.

c. There are no legal actions, suits, or proceedings pending or, to the knowledge of **Borrower**, threatened against **Borrower** before any court or administrative agency, which, if determined adversely to **Borrower**, would have a material adverse effect on the financial condition or business of **Borrower**.

d. No authorization, consent, or approval, or any formal exemption of any governmental body, regulatory authority (federal, state or local), mortgagee, creditor or third party is or was necessary prior to the valid execution and delivery by **Borrower** of the Loan Agreement, Related Documents, or financing statements.

e. **Borrower** is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

f. **Borrower** has filed all tax returns which are required and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments levied against **Borrower** or its personal or real property by any taxing agency whether federal, state of local. No tax liability has been asserted by the Internal Revenue Service or other taxing agency, whether federal, state or local, for taxes materially in excess of those already provided for and **Borrower** knows of no basis for any such deficiency assessment.

g. **Borrower** certifies that there has been no adverse change since the date of loan application in the financial condition, organization, operation, business prospects, fixed properties, or personnel of **Borrower**.

6. **AFFIRMATIVE COVENANTS OF BORROWER**: **Borrower** agrees to comply with the following covenants from the date hereof until **Lender** has been fully repaid with interest, unless **Lender** or its assigns shall otherwise consent in writing:

a. **Borrower** agrees to pay punctually the principal and interest on the Note according to its terms and conditions and to pay punctually any other amounts that may become due and payable to **Lender** under or pursuant to the terms of this Loan Agreement and Note.

In the event Lender or its agent or assignee accepts a late payment after the tenth day of the month in which such payment is due, **Borrower** agrees to pay a late payment charge equal to five percent (5%) of the late amount, as compensation for additional collection efforts.

b. **Borrower** agrees to pay punctually the principal and interest due on any other indebtedness now or hereafter at any time owing by **Borrower** to **Lender** or any other lender.

c. **Borrower** agrees to duly pay and discharge all taxes, assessments, and governmental charges upon it or against its' properties prior to the date on which the penalties attach thereto, except that **Borrower** shall not be required to pay any such tax, assessment, or governmental charge which is being contested by it in good faith and by appropriate proceedings.

d. **Borrower** agrees to maintain adequate records and books of account, in which complete entries will be made reflecting all of **Borrower's** business and financial transactions, such entries to be made in accordance with generally accepted principles of good accounting practice consistently applied in the case of financial transactions.

In addition, **Borrower** agrees to deliver to **Lender, upon request,** annual financial statements prepared to meet the requirements of **Borrower's** bank or lending institution within 120 days of the close of **Borrower's** fiscal year; and provided further that **Lender** or its assign shall have the right to conduct an audit of **Borrower** at its discretion.

Borrower further agrees to provide written notice to the **Lender** of any public hearing or meeting before any administrative or other public agency which may, in any manner, affect this Loan.

e. **Borrower** agrees to grant **Lender**, until the Note has been fully repaid with interest, the right at all reasonable hours to inspect the property used to secure the Loan; and **Borrower** further agrees to provide **Lender** free access to **Borrower's** premises for the purpose of such inspection to determine the condition of the real estate.

f. **Borrower** agrees that in the event any provision of this Loan Agreement or any Related Documents or any other instrument executed at closing or the application thereof to any person or circumstances shall be declared null and void, invalid, or held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of such agreement shall nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and agreements described herein are deemed separate.

g. **Borrower** agrees to indemnify and save **Lender** or **Lender's** assigns harmless against all liability with respect to or resulting from any delay in discharging any obligation of **Borrower**.

h. **Borrower** certifies and warrants that, to the best of **Borrower's** knowledge, all contamination present on the real property that has been pledged by **Borrower** as Collateral to secure this Loan Agreement and the Note has been disclosed to **Lender**. **Borrower** further always agrees that during **Borrower's** operations on the property that **Borrower** will comply with all local, state, and federal environmental laws. **Borrower** agrees to indemnify **Lender** from any liability that **Lender** incurs due to contaminants that have been deposited on the property during the course of **Borrower's** use of the property or any environmental clean-up costs and expenses which arise as a result of **Borrower's** failure to abide by the above-referenced indemnification agreement.

i. **Borrower** agrees to pay before they become delinquent, all state and federal income, sales and property taxes and assessments (except those as are being contested in good faith and against which a Borrower maintains an adequate reserve for payment).

j. **Borrower** hereby specifically agrees that the loan contemplated hereunder may be declared immediately fully due and payable by **Lender** if any of the following events occur:
   1) **Borrower** sells all or substantially all its business assets, including any of the Collateral granted herein, without the prior written consent of the **Lender**;
   2) **Borrower** closes its business or relocates its business to a location outside of Yellowstone County, MT; or
   3) **Borrower** fails to maintain insurance on any of the Collateral pledged herein. However, in the alternative to declaring the loan immediately due and payable, **Lender** shall have the right, but not the obligation, to place insurance on the Collateral and add the expense for said insurance (plus interest at the rate of ten percent (10%) per annum) to the loan balance.

k. **Borrower** agrees to comply with all federal and/or state of Montana reporting required for the use of federal and/or state funds.

l. **Borrower** agrees to comply with Federal statutes, regulations, and the terms and conditions of the Federal award and take prompt action when instances of noncompliance are identified in accordance.

m. **Borrower** shall use funds only for eligible activities and in compliance with the requirements of CERCLA §104(k) and applicable federal and state laws and regulations, including 2 CFR Parts 200 and 1500.

n. **Borrower** shall ensure the cleanup protects human health and the environment.

o. **Borrower** shall document how funds are used.

p. **Borrower** shall maintain records for a minimum of three (3) years following completion of the cleanup financed all or in part with loan funds. Borrower shall obtain written approval from **Lender** prior to disposing of records, so that **Lender** can maintain the records, if necessary, for complying with Lender's obligations under 2 CFR §200.334. **Lender** shall also require **Borrower** provide access to loan records and information to authorized representatives of the federal government.

q. **Borrower** shall conduct cleanup activities as required by **Lender** and in accordance with the Cleanup Scope as noted in **Exhibit A**.

r. **Borrower** shall clearly reference EPA investments in the project during all phases of community outreach, prior to, during, and after the cleanup.

s. **Borrower** acknowledges that **Lender** may change scope of cleanup activities as necessary based on comments from the public or new information acquired.

t. **Borrower** agrees to share information regarding leveraged funds, additional financing or private investment, job creation, and site redevelopment after the cleanup is complete and loan is repaid.

u. **Borrower** agrees to comply with the Davis-Bacon Prevailing Wage Act as regulated by the U.S. Department of Labor.

v. **Borrower** agrees to comply with the General Terms and Conditions for the Buy America Sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act.

7. **NEGATIVE COVENANTS OF BORROWER: Borrower** covenants and agrees that from the date hereof until payment in full of the Note, unless **Lender** or its assigns shall otherwise consent in writing, **Borrower** will not enter into any agreement or other commitment, the performance of which would constitute a breach of any of the covenants contained in this Loan Agreement, including but not limited to the following covenants:

   a. **Borrower** will neither create nor suffer to exist any mortgage, pledge, lien, charge, or encumbrance, including liens arising from judgments on **Borrower's** assets except as authorized by **Lender**.

   b. **Borrower** will not sell, convey, or suffer to be conveyed, lease, assign, transfer, or otherwise dispose of any of the Collateral unless approved in writing by **Lender**.

   c. **Borrower** will neither permit, nor suffer to exist without prior written consent of **Lender,** any material changes in the Project's plans and/or specifications submitted to **Lender**. Material change shall include any significant variance in the accepted plans and specifications, increases in contract prices, and/or additional financial obligations with respect to the construction and acquisition of **Borrower's** assets.

   d. **Borrower** will not incur additional debt or equity financing, excluding trade or vendor credit incurred in the ordinary course of business, without prior written consent of **Lender**, which consent shall not be unreasonably withheld.

   e. **Borrower** shall not use loan funds for the following activities:

      a. Pre-cleanup Phase I and Phase II environmental site assessment activities with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
      b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
      c. Construction, demolition, and site development activities that are not cleanup actions (e.g. activities or products created specifically to attract buyers or investors), construction of a new facility, or addressing public or private drinking water supplies that have deteriorated through ordinary use;
      d. Job training activities unrelated to performing a specific cleanup at a site covered by this loan;
      e. To pay for a penalty or fine;
      f. To pay a federal cost share requirement unless there is a specific statutory authority;
      g. To pay for a response cost at a brownfield site for which the Borrower is potentially liable under CERCLA §107;
      h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
      i. Un allowable costs (e.g. lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

   f. Throughout the term of this Loan Agreement, and until the Loan and all obligations evidenced thereby have been fully and finally paid, **Borrower** agrees that, without the prior written consent of **Lender** having been first obtained as it relates to the Project, **Borrower** will not:
      1) Invest in, make, or grant any loan or advance to any person, employee, or other person, firm, or corporation or individual.
      2) Permit withdrawals of cash from the project for any purpose.
      3) Make any substantial transfer of the project assets.

4) Make any extraordinary withdrawals for salaries, bonuses or benefits from the project to **Borrower** at any time.

It is understood and agreed that **Lender**'s consent will not be arbitrarily withheld; however, such consent will not be deemed a recommendation if given, and failure to so consent shall afford no basis for liability on **Lender**'s part, and Borrower's sole remedy for such withholding of consent shall be refinancing in full of the Loan, and the consequent freedom from the restriction thereof.

8. **DISBURSEMENT PROVISIONS: Lender** will disburse funds to **Borrower** by means of 'actual expense'. **Borrower** will submit documentation of contractor invoices and/or expenses to **Lender** along with a signed Loan Draw Authorization form authorizing **Lender** to pay contractor directly. **Lender** will review submittals to confirm they meet all eligible cleanup activity requirements and issue payment to contractor directly.
9. **EVENTS OF DEFAULT**: The entire unpaid principal balance of the Note, and the interest then accrued thereon, shall become and be immediately due and payable upon the written demand of **Lender** or its assigns, without any other notice or demand of any kind or any presentation or protest, if any one of the following events (hereafter an "Event of Default") shall occur and be continuing at the time of such demand, whether voluntarily or involuntarily, or without limitation, occurring or brought about by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative governmental body, provided, however, that such sum shall not be payable if **Borrower's** payments have been waived or the time for making **Borrower's** payments has been extended by **Lender**. If any of the following events occur, **Lender** may, in its sole discretion, declare an Event of Default under this Loan Agreement:
    a. Any representation or warranty made by **Borrower** in this Loan Agreement or in any request or certificate or other information furnished to **Lender** hereunder proves to have been incorrect in any material respect.

    b. **Borrower** fails in any material respect to carry out its obligations under their proposal to **Lender** for the Loan provided hereunder, or **Borrower's** default in its payment and performance obligations, or failure to satisfy any covenant or condition set forth in this Loan Agreement or any Related Documents.

    c. **Borrower** fails to pay any indebtedness owed by **Borrower** under any agreement or instrument relating to any other indebtedness it may incur during the term of this Loan.

    d. **Borrower** defaults in the payment of any indebtedness for any money borrowed, for which **Borrower** is liable as principal obligor or become liable as guarantor.

    e. **Borrower** applies for or consent to the appointment of a receiver, trustee or liquidator; admits in writing to its inability to pay its debts as they become due; makes a general assignment for the benefit of creditors; or invokes any relief under any chapter of the United States Bankruptcy Code.

    f. **Borrower** fails to provide adequate collateral for the subject loan in accordance with paragraph 4, above.

g. **Borrower** fails to pay all state and local real and personal property taxes specific to the Project funded by the proceeds of this Loan.

h. **Borrower** fails to execute any documents necessary to make **Lender** secure in its financial position as stated in this Loan Agreement.

i. **Borrower** fails to inform **Lender** and receive **Lender's** written approval in advance for any substantial changes to **Borrower's** financial projections and business plan that could affect **Borrower's** ability to meet the conditions of this Loan Agreement.

j. **Borrower** sells, transfers, pledges, or hypothecates all or any part of its assets to render **Lender** insecure in its position of having the Loan repaid.

k. **Borrower** defaults in payment or performance of this Loan Agreement, or of the above-described Promissory Note, or security instruments securing such Note.

In any of the foregoing events, **Lender** may declare **Borrower** to be in default and give **Borrower** written notice setting forth the action or inaction which constitutes the default and granting **Borrower** thirty (30) days in which to cure the default. In the event that **Borrower** fails to cure the default within thirty (30) days of receipt of such notice, **Lender** may, without further notice, declare all sums immediately due and payable and may pursue any and all remedies available to it under Montana law.

It is agreed by the parties hereto that the provisions of this Loan Agreement provide for reasonable and sufficient notice to be given to **Borrower** in case of **Borrower's** failure to perform any of its covenants and is sufficient for **Borrower** to rectify its actions or inactions of default.

In the event that **Borrower** commits any default hereunder and **Lender** gives notice of default as herein provided, then as a condition to remedy such default, **Borrower** shall pay to **Lender**, in addition to all other amounts due and conditions to be performed, the further sum of Two Hundred Dollars ($200) which is hereby agreed to be the reasonable cost to **Lender** of preparing and serving such notice of default.

In the event that **Borrower** commits any default hereunder and **Lender** gives notice of default as herein provided, **Borrower** hereby gives **Lender** permission to access real property to secure the site to ensure public safety and inform EPA and the State of Montana.

Any waiver by **Lender** of any default by **Borrower** does not constitute a waiver of a continuing breach or a waiver of a subsequent breach. Any agreement contrary to this Loan Agreement is not binding upon either party hereto unless it is in writing and signed by both parties hereto.

10. **CIVIL RIGHTS ACT OF 1964**: **Borrower** will abide by the provisions of Title VI of the Civil Rights Act of 1964 which states that no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:** In the performance of this Loan Agreement, **Borrower** will obey the following provision:

> "No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination based on age under the Age Discrimination Act of 1974 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity."

12. **ADDITIONAL ASSURANCES: Borrower** will remain fully obligated under the provisions of this Loan Agreement notwithstanding its designation of any third party or parties, with the written approval of **Lender**, for the undertaking of all or any part of the program with respect to which assistance is being provided or the Loan contemplated under this Loan Agreement. **Borrower** will comply with all applicable laws, rules and regulations of **YELLOWSTONE COUNTY**, the State of Montana, and the United Sates Government and with all lawful requirements of **Lender** so as to insure that this Loan Agreement is carried out in accordance with the obligations and responsibilities of **Lender**, **YELLOWSTONE COUNTY**, the State of Montana, and the U.S. Government.

13. **INSURANCE: Borrower** agrees to keep the improvements upon its business premises and all Collateral pledged to secure this Loan Agreement and the Note insured against loss by fire in the sum of the cost of replacing the improvements and Collateral (full replacement cost), with loss payable to **Lender** as its interest from time-to-time appears. With written approval from **Lender**, **Borrower** may apply the insurance proceeds received by **Lender** towards the payment of the Loan or use the proceeds to rebuild or replace the improvements and Collateral. If **Borrower** chooses this latter option, **Lender** will hold the insurance proceeds and pay them to materialmen, contractors, suppliers, and laborers for services rendered and materials furnished and delivered in the rebuilding and replacing of the improvements. It is understood that it is **Borrower's** duty to see that no liens are filed upon the premises by reason of any such rebuilding. **Borrower** will place copies of such insurance policy or policies with **Lender** within thirty (30) days. During the term of this Loan Agreement, when **Borrower** renews such insurance policy or policies by payment of renewal premium, **Borrower** will provide proof of payment of one full year premium in advance to **Lender** so as to keep **Lender** advised at all times that the property is insured. Failure to so notify **Lender** is deemed an event of default under this Loan Agreement. **Borrower** will also maintain liability insurance, flood insurance and such other insurance as is usual in the industry with respect to its properties and operations in form, amounts, coverages and with insurance companies reasonably acceptable to **Lender**.

14. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** All agreements, representations, and warranties made by **Borrower** herein or any other document or certificate delivered to **Lender** in connection with the transactions contemplated by this Loan Agreement shall survive the execution and

delivery of this Loan Agreement, the Note and the Security Agreements hereunder, and shall continue in full force and effect so long as the Note is outstanding.

15. **FEES AND COSTS:** In the event of default by either party, the aggrieved party shall be entitled to recover from the defaulting party reasonable attorney fees, as well as all other costs and expenses incurred by reason of such default, whether the same are incurred with or without suit.

16. **AVOIDANCE OF CONFLICT OF INTEREST: Borrower** covenants that no officer, shareholder, member, agent or employee of **Lender** who participates in the administration of this Loan Agreement in other than a purely ministerial capacity will have any personal interest, real or apparent, in the proceeds of the Loan provided hereby. For purposes of this covenant, an impermissible conflict of interest exists if the officer, shareholder, member, agent or employee; any member of his or her immediate family; his or her partner; or an organization which employs, or is about to employ, any of the foregoing, has a financial or other interest in the proceeds hereof during his or her tenure or for one year thereafter. **Borrower** shall incorporate, or cause to be incorporated, in all contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

17. **NOTICE:** Any notice required or permitted to be given under this Loan Agreement or under any instrument or document referred to herein shall be given in writing to the party for whom intended and shall either be delivered to such party, or its designated representative, in person or mailed in certified mail, return receipt requested, with postage prepaid thereon, addressed to the party for whom intended at the following address:

If to **Lender**:

Big Sky Economic Development Corporation
Attn: Finance Director
201 N. Broadway
Billings, MT 59101

If to **Borrower**:

City of Billings
316 N. 26th Street
Billings, MT 59101

Either party may at any time change the address to which any such notice is to be directed by so advising the other party in writing.

18. **CONSTRUCTION AND VENUE:** This Loan Agreement and the Related Documents will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Montana without regard to its conflicts of law provisions. This Loan Agreement has been accepted by Lender in the State of Montana. In the event of litigation concerning this Loan Agreement or the Related Documents, venue is in the Thirteenth Judicial District Court, Yellowstone County, Montana.

19. **AMENDMENTS:** No amendment of this Loan Agreement or any Related Documents will be effective unless it is in writing and signed by the parties. This Loan Agreement and the Related Documents constitutes the entire understanding between the parties regarding the subject matter of this Loan Agreement and the Related Documents and supersede all other agreements, whether written or oral, between the parties.

20. **NO WAIVER BY LENDER:** Lender shall not be deemed to have waived any rights under this Loan Agreement or any Related Documents unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Loan Agreement or any Related Document shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Loan Agreement or Related Document. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any party granting Collateral, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Loan Agreement or any Related Document, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

21. **COUNTERPARTS AND FACSIMILE COPIES:** This Loan Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument. A facsimile or other electronic copy of this document bearing the signature of the parties hereto may be used as an original for all purposes.

22. **APPROVAL:** The undersigned hereby indicate their approval of the terms and conditions of this Loan Agreement.

    [Signatures on following page]

BORROWER:
CITY OF BILLINGS,
A Municipal City,

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

ATTEST:

By: Denise R. Bohlman
Name: Denise R. Bohlman, City Clerk

ATTEST:

By: Nina Philpott
Nina Philpott, Assistant Secretary

LENDER:
BIG SKY ECONOMIC DEVELOPMENT CORPORATION

By: Paul Green
Paul Green, Executive Director

THIS DOCUMENT IS FILED FOR RECORD BY
FLYING S TITLE AND ESCROW
AS AN ACCOMMODATION ONLY.
NO EXAMINATION HAS BEEN MADE AS TO
ITS ACCURACY OR ITS EFFECT UPON THE TITLE.

E-RECORDED simplifile
ID: 41081666
County: Yellowstone
Date: 7-23-25 Time: 2:19pm

When Recorded Return To:
Big Sky Economic Development Corporation
Attn: Loan Servicing
201 North Broadway
Billings, MT 59101

MONTANA TRUST INDENTURE

THIS TRUST INDENTURE, made on July 18, 2025 between the **CITY OF BILLINGS**, a Municipal City, whose mailing address is 316 N. 26th Street, Billings, MT 59101 (the "Grantor"), Flying S Title & Escrow **"TITLE COMPANY"**, with principal office at 3533 Gabel Road, Billings, MT 59102 (the "Trustee"), and BIG SKY ECONOMIC DEVELOPMENT CORPORATION, whose address is 201 N Broadway, Billings, MT 59101 (the "Beneficiary"),

WITNESSETH:

That Grantor hereby irrevocably GRANTS, BARGAINS, SELLS, CONVEYS AND WARRANTS TO TRUSTEE, IN TRUST, nevertheless, WITH POWER OF SALE that certain real property, which does not exceed forty (40) acres in area, situated in the County of Yellowstone, State of Montana, particularly described as follows, to-wit:

Lot One (1), in Block Three (3), of Rickman Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 345049.

Property is commonly known as 802 Yellowstone Avenue, Billings, MT 59101.

TOGETHER WITH: (1) All buildings, fixtures and improvements thereon and all water rights, rights-of-way, tenements, hereditaments, privileges and appurtenances thereunto belonging, now owned or hereafter acquired, however evidenced, used or enjoyed with said premises or belonging to the same; (2) All right, title and interest hereafter acquired in or to any of said premises, hereby also releasing, relinquishing and waiving all exemptions, rights of dower and homestead, in or to said premises, vested or inchoate; (3) All heating, air conditioning, plumbing and lighting facilities, equipment and fixtures now or hereafter installed upon or within said premises, used or proper or necessary to constitute the said premises a habitable, usable or operating unit-all of said property being designated and deemed for the purposes of this instrument a part of the realty; and (4) All of the rents, issues and profits of said premises, SUBJECT, HOWEVER, to the right, power and authority hereinafter conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of **EIGHTY FOUR THOUSAND EIGHT HUNDRED FORTY EIGHT** dollars ($84,848.00) with interest thereon according to the terms of a Promissory Note dated July 18, 2025 (and any extensions and/or renewals or modifications thereof), made payable to **Beneficiary** in installments, the last of which, unless sooner paid, will be due and payable on July 18, 2028; (2) Payment of all sums expended or advanced by **Beneficiary** under or pursuant to the terms hereof, together with interest thereon as herein provided; (3) Performance of each agreement of **Grantor** herein and in said note contained.

TO PROTECT THE SECURITY OF THIS TRUST INDENTURE, AND FOR OTHER PURPOSES, GRANTOR AGREES:

1. To keep said property in good condition and repair; to complete and restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not commit, suffer or permit any act upon said property in violation of the law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and if the loan secured hereby or any part thereof is being obtained for the purpose of financing environmental cleanup on said property, Grantors further agree:

(a) To commence environmental cleanup promptly and to pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to the Beneficiary, and
(b) To allow Beneficiary to inspect said property at any time during environmental cleanup.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon al provided in this instrument, and as allowed by law.

2. To provide, maintain and deliver to Beneficiary, insurance of such type or types and amounts as Beneficiary may require, on the improvement now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by the Beneficiary with loss payable clause in favor of and in a form acceptable to Beneficiary. In the event of loss, Grantor shall give immediate notice to Beneficiary, who may make proof of loss and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or polices of title insurance and any extensions or renewals thereof or supplements thereto.

4. To pay before delinquent, all taxes and assessments, including interest and penalties, affecting said premises and improvements; to promptly pay and discharge all encumbrances, charges and liens on said property which at any time are, or appear to be, prior or superior hereto, In addition to the payments due in accordance with the terms of the note hereby secured, Grantor shall, at the option and on demand of the Beneficiary, pay to the Beneficiary monthly and concurrently with payment of principal and interest, a sum equal to one-twelfth (1/12th) of the annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, as estimated by the Beneficiary, in trust nevertheless for Grantor' use and benefit and for payment by Beneficiary of any such item when due. The failure of the Grantor to make any of such payments shall constitute a default under this trust.

5. Except as otherwise expressly provided herein, to pay all costs, fees, and expenses of this trust, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustee's and attorney's fees as allowed by law.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate stated in the Grantor's corresponding Promissory Note per annum until paid, and the payment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Without affecting the liability of any person, including Grantor, for the payment of any indebtedness. secured hereby, or the lien of this Trust Indenture on the remainder of the property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows, Beneficiary may from time to time and without notice:

(a) Release any person liable for payment of any of the indebtedness,
(b) Extend the time or otherwise alter the terms of payment of any of the indebtedness,
(c) Alter, substitute or release any property securing the indebtedness.

Trustee may, at any time and from time to time, upon the written request of Beneficiary:

(a) Consent to the making of any map or plat of the property,
(b) Join in granting any easement of creating any restriction thereon,
(c) Join in any subordination or other agreement affecting this Trust Indenture or lien or charge thereof,
(d) Reconvey, without warranty, all or any part of the property.

9. Both parties agree that Beneficiary may, if Beneficiary so elects, procure and thereafter continue during the term of this Indenture, for as long as Beneficiary desires, a form of insurance acceptable to Beneficiary insuring Beneficiary against any loss sustained by Beneficiary by reason of any default in payment by Grantor of the secured indebtedness. If the Beneficiary elects to procure such insurance, Grantor shall promptly reimburse Beneficiary, the full amount of the initial premium for such insurance. During the term of this Indenture, Grantor shall each month deposit in escrow with Beneficiary, 1/12th of the next following anticipated annual premium for such insurance, said deposit to be made at the same time and place as Grantor makes monthly payments on the aforementioned promissory note. Beneficiary may therefore pay all annual renewal premiums from such escrow. Should the amount deposited in escrow be insufficient to pay any renewal premium in full as the same become due, Grantor shall immediately upon demand deposit with or pay to Beneficiary such additional amount as may be sufficient to pay the renewal premium in full. Failure of Grantor to pay or deposit any of the amounts referred to herein shall constitute a default of the terms of this Indenture. Grantor further agrees to deposit in escrow with Beneficiary 1/12th of the annual premium for hazard insurance coverage and annual taxes and assessments each month. Failure of the Grantor to deposit any of the above amounts in the escrow account shall constitute a default of the terms of

this indenture.

10. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Trust Indenture and said note to Trustee for cancellation and retention and upon payment by Beneficiary of its fees, Trustee shall reconvey to Grantor, without warranty, the property then held hereunder.

11. As additional security, Grantor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Indenture and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Grantor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Grantor shall default as aforesaid, Grantor' right to collect any of such monies shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor subordination of the lien or charge of this Trust Indenture to any such tenancy, lease or option.

12. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Grantor hereby consent to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

13. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire or other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

14. Time is of the essence hereof. Upon default by the Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause such property to be sold to satisfy the obligations hereof, and Trustee or Beneficiary shall file such notice for record, in each county wherein said property or some part thereof is situated. The Beneficiary shall also deposit with the Trustee the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default and of election to cause said property to be sold, and notice of default and notice of sale having been given as then required by law, Trustee, or its attorney, without demand on Grantor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in cash in lawful money of the United States at the time of sale. The person conducting the sale may for any cause he deems expedient, postpone the sale for a period not exceeding fifteen (15) days by public proclamation by such person at the time and place fixed in the notice of sale, and no other notice of the postponed sale need be given. Trustee shall execute and deliver to the purchaser its deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Beneficiary (but excluding Trustee) may bid at the sale. After deducting all costs and expenses of exercising the power of sale and of the sale, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustees' and attorney's fees, Trustee shall apply the proceeds of sale to payment of all amounts secured hereby and due hereunder, including all sums expended by the Trustee and Beneficiary, or either of them, with accrued interest thereon at the rate of six percent (6%) per annum from the date of expenditure thereof, and the surplus, if any, to the person or persons legally entitled thereto; provided that the Trustee, in its discretion, may deposit such surplus with the County Clerk and Recorder of the county in which the sale took place.

16. Grantor agrees to surrender possession of the above-mentioned trust property to the purchaser at the aforesaid sale on the tenth (10th) day following said sale, in the event such possession has not previously been delivered by Grantor.

17. Each abstract of title, title insurance policy and all other evidence of title, and all hazard insurance policies placed or deposited with the Beneficiary shall be deemed an incident to the title to the trust property and upon foreclosure by exercise of power of sale, or otherwise, shall pass to the purchaser and the same are hereby pledged as additional security for payment of the indebtedness secured hereby.

18. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Indenture in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the Court.

19. Except as may be otherwise provided herein, Grantor agrees to pay to Beneficiary or Trustee the costs and expenses, including a reasonable attorney's fee, incurred by either of them in instituting, prosecuting or defending any Court action in which Grantor does not prevail, if such action involves the interpretation hereof or performance hereunder by a party hereto or the breach of any provision hereof by a party hereto, including but not limited to an action to obtain possession of the above described property after exercise of the power of sale granted hereunder.

20. This Trust Indenture shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the note secured hereby. In this Trust Indenture, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

21. Trustee accepts this Trust when this Trust Indenture, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other trust indenture or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

22. This Trust Indenture is made within the State of Montana pursuant to the Small Tract Financing Act of Montana and is not made or taken in substitution for any mortgage in existence on the effective date of said Act.

23. Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinabove set forth.

IN WITNESS WHEREOF, the Grantors have executed this document the day and year first above written.

BORROWER:
CITY OF BILLINGS,
a Municipal City

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

STATE OF MONTANA)
) **ss.**
COUNTY OF YELLOWSTONE)

This instrument was acknowledged before me on July 18, 2025 by William A. Cole, Mayor of the City of Billings.

Wynnette J. Maddox
Notary Public for the State of Montana

WYNNETTE J. MADDOX NOTARIAL SEAL STATE OF MONTANA

WYNNETTE J. MADDOX
NOTARY PUBLIC for the
State of Montana
Residing at Shepherd, Montana
My Commission Expires
September 16, 2026

WYNNETTE J. MADDOX
NOTARY PUBLIC for the
State of Montana
Residing at: Shepherd, Montana
My Commission Expires
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WYNNETTE J. MADDOX NOTARIAL SEAL STATE OF MONTANA

Montana Code Annotated 2025

TITLE 7. LOCAL GOVERNMENT
CHAPTER 1. GENERAL PROVISIONS
Part 41. Municipalities

Publication Of Notice -- Content -- Proof

7-1-4127. Publication of notice -- content -- proof. (1) A municipality shall comply with the notice requirements of **2-3-103**, including publication of an agenda prior to a meeting.

(2) When a municipality is required to publish notice, publication must be in a newspaper, except that in a municipality with a population of 500 or less, in a municipality in which a newspaper is not published, or in a municipality within a county where a newspaper does not meet the qualifications in subsection (3), publication must be made by posting in three public places in the municipality that have been designated by ordinance, one of which may be the municipality's website if the municipality has an active website.

(3) The newspaper must:

(a) be of general circulation;

(b) be published at least once a week;

(c) be published in the county where the municipality is located; and

(d) have, prior to July 1 of each year, submitted to the city clerk a sworn statement that includes:

(i) circulation for the prior 12 months;

(ii) a statement of net distribution;

(iii) itemization of paid circulation and circulation that is free; and

(iv) the method of distribution.

(4) A newspaper of general circulation does not include a newsletter or other document produced or published by the municipality.

(5) In the case of a contract award, the newspaper must have been published continuously in the county for the 12 months preceding the awarding of the contract.

(6) If a person is required by law or ordinance to pay for publication, the payment must be received before the publication may be made.

(7) (a) Unless otherwise provided by law, notice must be published twice, with the first notice published at least 5 business days before the hearing or action to be taken.

(b) When required by law, notice must be published twice, with the first notice published at least 15 business days before the hearing or action to be taken.

(8) The published notice must contain:

(a) the date, time, and place of the hearing or other action;

(b) a brief statement of the action to be taken;

(c) the address and telephone number of the person who may be contacted for further information on the action to be taken; and

(d) any other information required by the specific section requiring notice by publication.

(9) A published notice required by law may be supplemented by a radio or television broadcast of the notice in the manner prescribed in **2-3-105** through **2-3-107**.

(10) Proof of the publication or posting of any notice may be made by affidavit of the owner, publisher, printer, or clerk of the newspaper or of the person posting the notice.

(11) If the newspaper fails to publish a second notice, the municipality must be considered to have met the requirements of this section as long as the municipality submitted the required information prior to the submission deadline and the notice was posted in three public places in the municipality that were designated by ordinance and, if the municipality has an active website, was posted on the municipality's website at least 6 days prior to the hearing or other action for which notice was required.

History: En. Sec. 3, Ch. 455, L. 1979; amd. Sec. 3, Ch. 354, L. 2001; amd. Sec. 1, Ch. 97, L. 2009; amd. Sec. 2, Ch. 279, L. 2013; amd. Sec. 2, Ch. 139, L. 2023; amd. Sec. 3, Ch. 396, L. 2023; amd. Sec. 1, Ch. 272, L. 2025.

Disclaimer: The Internet version of the Montana Code Annotated is provided as a research tool to users of the Code. In case of inconsistencies resulting from omissions or other errors, the printed version will prevail.

ARTICLE 22-900. SALE, EXCHANGE OR DONATION OF CITY REAL PROPERTY[1]

[1]Editor's note(s)—Ord. No. 12-5578, § 1, adopted September 10, 2012, amended article 22-900 in its entirety to read as herein set out. Formerly, article 22-900 pertained to the sale, disposal or lease of city property and derived from Ord. No. 90-4826, §§ 1, 2, adopted March 26, 1990.

Cross reference(s)—Administration, Ch. 2.

Sec. 22-901. State law superseded.

Pursuant to the city's self-government powers, MCA 7-8-4201, of the state law dealing with the disposal, donation, lease, or sale of city property is hereby superseded. All other applicable provisions of state law not in compliance with this article are hereby superseded.

(Ord. No. 12-5578, § 1, 9-10-12; Ord. No. 23-5864, § 1, 11-11-23)

Sec. 22-902. Sale, exchange or donation of city real property.

(a) Subject to the provisions below, the city council has the authority to sell, exchange, or donate any real property belonging to the city, including property held in trust for a specific purpose.

(b) The city council may sell city owned property by public auction, direct negotiated sale, or by competitive sealed bid following adoption of a resolution of intent referenced below in subsection (e). Regardless of which process is used, the city council shall have the authority and discretion to select the bid or offer that is in the best interest of the city, conditionally accept a bid or offer, or it may reject any and all bids or offers.

(c) Other local, state, or federal governmental entities expressing interest shall be exempt from competitive bidding, and the city council may sell, exchange, or donate specific real property to such governmental entities without a competitive bidding process. However, the council shall proceed as provided below in subsections (e) and (f) and approve a resolution of intent to sell, exchange, or donate the property when considering the sale, exchange, or donation to another governmental entity.

(d) In its discretion, the city council may consider and impose deed restrictions relating to the use or subsequent sale of the property as a condition of the sale, exchange, or donation of land.

(e) Prior to selling, exchanging, or donating real property, the city council must hold a public hearing and find the property is no longer necessary to conduct city business or that the public interest may be furthered by the sale, exchange, or donation and pass a resolution of intent to sell, exchange, or donate the city owned property. This determination must be made by no fewer than six (6) of the city council members present. Notice of the public hearing must be provided as required by MCA 7-1-4127. In addition, notice of the public hearing must be placed on the subject property for no less than seven (7) days prior to the public hearing to consider the resolution of intent to sell, exchange, or donate city owned property.

(f) If the council makes a finding as required above and adopts a resolution of intent to sell, exchange, or donate the city property, council must hold a subsequent public hearing on whether to approve the sale, exchange, or donation of the city owned property. This determination must be made by no fewer than six (6) of the city council members present. Prior to the public hearing, the city must provide notice of the proposed sale, donation, or other transfer and publish the resolution of intent as provided in MCA 7-1-4127.

(g) Leases of city-owned real property shall be excluded from this section and will be approved in the same manner as all other contracts submitted to the city for approval.

(h) The city administrator is hereby authorized to establish procedures to implement this section including establishment of sale criteria or conditions, a minimum sale price or exchange value and shall have discretion to develop individualized marketing plans to maximize land value and promote city land use policies. The city administrator is authorized to prepare all appropriate documents for signature by the mayor.

(Ord. No. 12-5578, § 1, 9-10-12; Ord. No. 23-5864, § 1, 11-11-23)

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Annexation 26-02, Long Subdivision / Knife River
PRESENTED BY: Hunter Kelly, Planner 1
Department: Planning & Community Services
Presentation: Yes
Legal Review: No
Project Number: PZX-26-00046

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

Knife River is intending to annex land they own adjacent to Shiloh and Hesper Roads, an area approximately 144 acres in size over three phases. Zone Change 1079 is being done concurrently, with predominantly commercial mixed-use zoning. Actual development of these lots outside the required annexation improvement will be done by future property owners.

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

IMEG Corporation, on behalf of Knife River Corporation, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located west of Shiloh Road and south of Shiloh Crossing Boulevard. The land being annexed is described as being:

Phase 1
Lot 1, Block 1, LONG SUBDIVISION, LESS 0.57 acres for Shiloh Road, as recorded under Document No. 1755400, records of Yellowstone County, Montana, including all adjacent Rights-of-Way. Said Annexation boundary containing 76.61 acres net and gross, more or less.

Phase 2
Lot 2, Block 1, LONG SUBDIVISION,Multi-District, as recorded under Document No. 1755400, records of Yellowstone County, Montana, including all adjacent Rights-of-Way. Said Annexation boundary containing 27.63 acres net and gross, more or less.

Phase 3
Lot 4A, Block 1, LONG SUBDIVISION, containing 40.22 acres, amended plat recorded under Document No. 3898445, records of Yellowstone County, Montana including all adjacent Rights-of-Way. Said Annexation boundary containing 40.22 acres net and gross, more or less.

All situated in Section 15, Township 1 South, Range 25 East, P.M.M., Yellowstone County, Montana. Said annexation containing a total area of 144.46 acres net and gross, more or less.

The property is zoned A - Agriculture. This is not a zoning district recognized by the City. This annexation petition is being filed in conjunction with a Planned Neighborhood Development (Zone Change 1079) from Agriculture (A) to a combination of zoning districts, including Corridor Mixed Use 2 (CMU2), Mixed Residential 3 (NX3), and Parks and open space 1 (P1).

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.
    - This is stipulated in the Annexation Agreement.
3. Existing or proposed public improvements within the area to be annexed must meet City standards.
    - This is stipulated in 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.
    - The Waiver of Right to Protest the creation of Special Improvement Districts is included in the Annexation

Agreement.

5. All residential property owners within the area to be annexed must create or join an existing park maintenance district.
    - This annexation will create or join a park maintenance district as determined by the Parks Department.
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.
    - While no immediate development is being proposed, the annexation and associated zone change will allow for mixed-use and medium to high density residential development in the future.
7. The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy.
    - Essential Investments:
        - Infill development and development near existing City infrastructure may be the most cost-effective.
        - Neighborhoods that are safe and attractive and provide essential services are much desired.
        - Mobility and Access (transportation choices in places where goods and services are accessible to all).
    - Prosperity:
        - Community investments that attract and retain a strong, skilled, and diverse workforce also attracts businesses.
    - Strong Neighborhoods;
        - Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools, and public gathering spaces foster health, goodwill and social interaction.
        - Neighborhoods that are safe and attractive and provide essential services are much desired. Implementation of the Infill Policy is important to encourage the development of underutilized properties.

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. The County Public Works Department did not respond to this annexation request.

- *Water and Sanitary Sewer:* Public water and sanitary sewer service is available to the property proposed for annexation. The Developer will be responsible for the installation of 16' water main extending from the roundabout at Shiloh Road. The Developer will be responsible for the design and construction of a sanitary sewer main and a water main in Hesper Road 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 Shiloh Road and Hesper Road. The public right-of-way along Shiloh Road and Hesper Road will be 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 #5, 3.3 Miles at 7 minutes driving time to the subject property.
- *Parks:* Parkland is being required as part of concurrent zone change, with 3.04 Acres being provided.
- *School facilities:* The school district 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, MET Route currently operates through the intersection Gabel Road & Hesper Road, which is the nearest accessible point to the property. This intersection is approximately 0.51 miles from the proposed annexation location via roadway. MET does anticipate that fixed-route would operate in the area when 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.

PHASING
The annexation will be applied in three phases, as described in the legal description and exhibit. Public improvements associated with these phases shall be constructed or monetarily guaranteed prior to opening the phase.

FISCAL EFFECTS
This application has no financial 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 March 2, 2026, the annexation petition was submitted to the Planning Division by the owner's agent. On April 27, 2026, the City Council is scheduled to take action on the petition. On April 10, 2026 the applicant's agent requested delay of the hearing to May 11, 2026. The request for delay is attached to this staff report.

Action tonight approves the annexation plan in whole, however, the annexation is also phased. The annexation approval does not annex immediately all involved parcels, but rather identifies two phases for annexation. Phase 1 consists of a portion of Lot 1 of Long Subdivision, including all adjacent rights of way. Phase 2 and Phase 3 conditions of approval are part of the associated Annexation Agreement.

Attachments

Annexation Resolution 26-02
Limits of Annexation
Request for Delay

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;

WHEREAS, the annexation is part of a Planned Neighborhood Development ("PND") and overall development plan in accordance with BMCC (27-800); and

WHEREAS, the developer desires a phased development; 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, subject to the conditions set forth in paragraph 2 and the phased effective dates in paragraph 3, to the City of Billings:

Phase 1

Lot 1, Block 1, LONG SUBDIVISION, LESS 0.57 acres for Shiloh Road, as recorded under Document No. 1755400, records of Yellowstone County, Montana, including all adjacent Rights-of-Way. Said Annexation boundary containing 76.05 acres net and gross, more or less.

Phase 2

Lot 2, Block 1, LONG SUBDIVISION, containing 286,433.06 square feet in Zone 8 and 917,129.74 square feet in Zone O23 (Multi-District), as recorded under Document No. 1755400, records of Yellowstone County, Montana, including all adjacent Rights-of-Way. Said Annexation boundary containing 21.18 acres net and gross, more or less.

Phase 3

Lot 4A, Block 1, LONG SUBDIVISION, containing 40.22 acres, amended plat recorded under Document No. 3898445, records of Yellowstone County, Montana including all adjacent Rights-of-Way. Said Annexation boundary containing 40.22 acres net and gross, more or less.

All situated in Section 15, Township 1 South, Range 25 East, P.M.M., Yellowstone County, Montana.

Said annexation containing a total area of 144.46 acres net and gross, more or less.

See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

Within 60 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. TERRITORY TO BE ANNEXED IN PHASES. The annexations of the above-described territories shall become effective in phases as described below and as provided in the Annexation Agreement.

a. The annexation of the territory described in paragraph 1 as "Phase 1" shall be effective immediately upon satisfaction of the conditions stated above in paragraph 2. If the conditions are not satisfied, this resolution shall be null and void and shall have no effect.

b. The annexation of the territory described in paragraph 1 as "Phase 2" and "Phase 3" shall be effective on December 31, 2031. Annexation of the territory described in paragraph 1 as "Phase 2" and "Phase 3" may be effective earlier upon written request of the developer and satisfaction of the terms and conditions of the Development Agreement. Upon acceptance and approval of the written request to be annexed, the City will notify the Montana Department of Revenue (DOR), City of Billings Geographic Information

Services (GIS), and the Yellowstone County Clerk and Recorder ("Clerk and Recorder") of the effective date of annexation prior to any development.

4. EFFECTIVE DATE. This resolution 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.

5. 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 27th Day of April, 2026.

CITY OF BILLINGS:

BY: _____

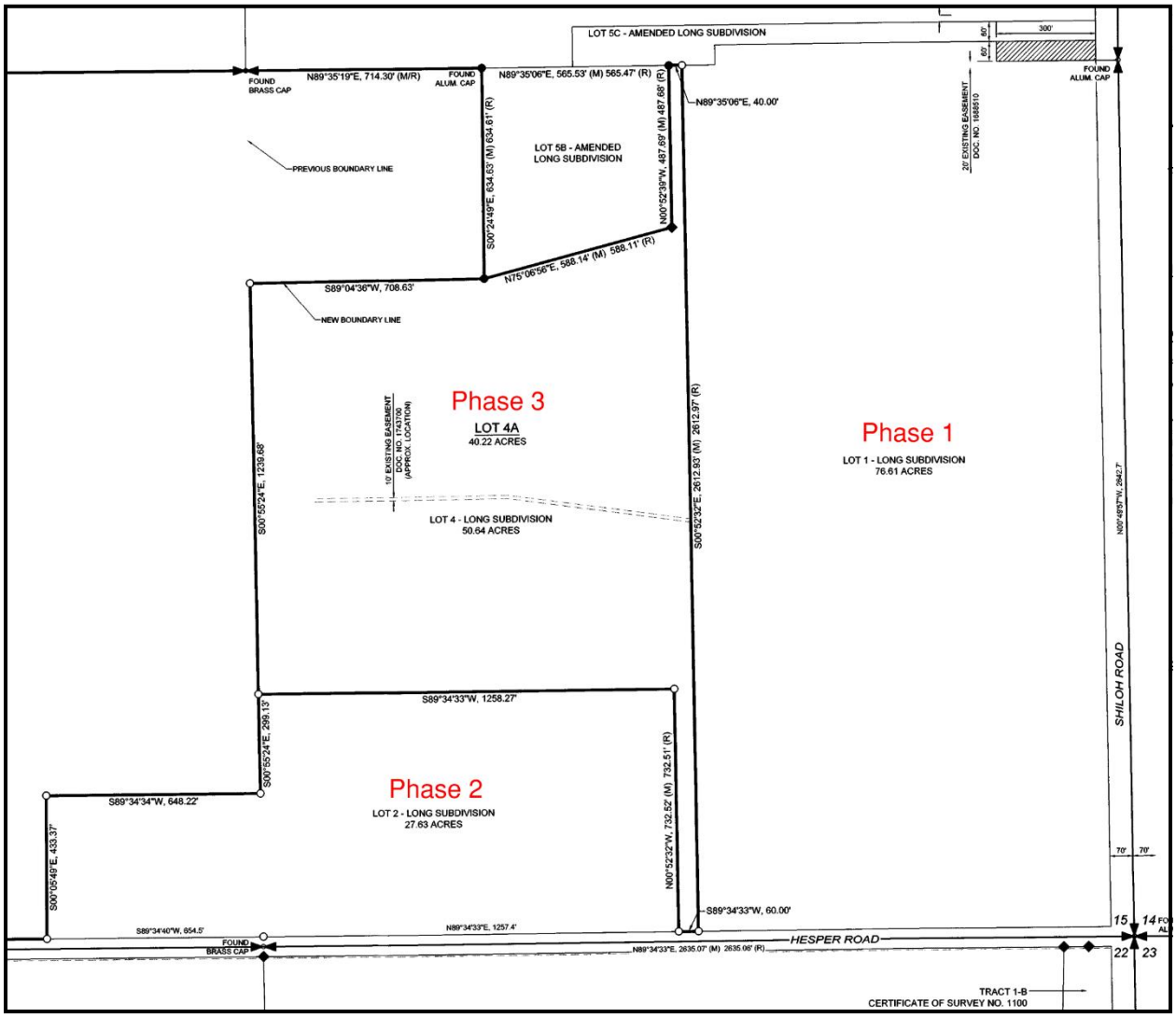
Mike Nelson, Mayor

ATTEST:

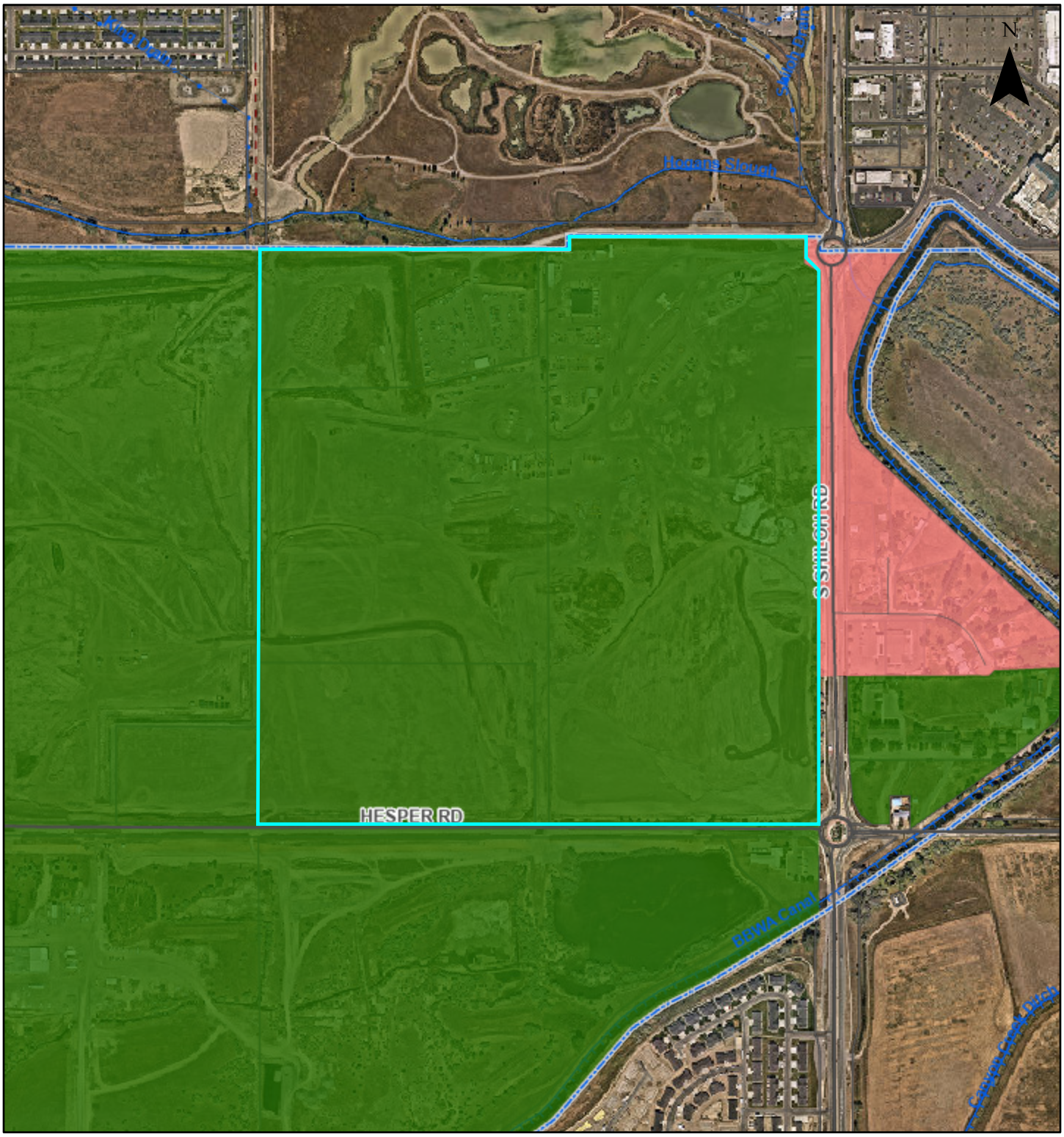
BY: _____

Denise R. Bohlman, City Clerk
(# 26-02)

Exhibit “A”


LOT 5C - AMENDED LONG SUBDIVISION
300'
60'
60'
FOUND ALUM. CAP
FOUND BRASS CAP
N89°35'19"E, 714.30' (M/R)
FOUND ALUM. CAP
N89°35'06"E, 565.53' (M) 565.47' (R)
N89°35'06"E, 40.00'
20' EXISTING EASEMENT DOC. NO. 1668510
PREVIOUS BOUNDARY LINE
LOT 5B - AMENDED LONG SUBDIVISION
S00°24'49"E, 634.63' (M) 634.61' (R)
N00°52'39"W, 487.69' (M) 487.68' (R)
N75°06'56"E, 588.14' (M) 588.11' (R)
S89°04'36"W, 706.63'
NEW BOUNDARY LINE
Phase 3
LOT 4A
40.22 ACRES
10' EXISTING EASEMENT DOC. NO. 1743700 (APPROX. LOCATION)
Phase 1
LOT 1 - LONG SUBDIVISION
76.61 ACRES
LOT 4 - LONG SUBDIVISION
50.64 ACRES
S00°55'24"E, 1239.68'
S00°52'32"E, 2612.93' (M) 2612.97' (R)
N00°49'57"W, 2642.7'
SHILOH ROAD
S89°34'33"W, 1258.27'
S00°55'24"E, 299.13'
Phase 2
LOT 2 - LONG SUBDIVISION
27.63 ACRES
S89°34'34"W, 648.22'
S00°05'49"E, 433.37'
N00°52'32"W, 732.52' (M) 732.51' (R)
70'
70'
S89°34'33"W, 60.00'
S89°34'40"W, 654.5'
N89°34'33"E, 1257.4'
FOUND BRASS CAP
HESPER ROAD
N89°34'33"E, 2635.07' (M) 2635.06' (R)
15
14
22
23
TRACT 1-B
CERTIFICATE OF SURVEY NO. 1100

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
- 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
- Dra
- Pip
- Oth
- Billing
- RGB
  - Re
  - Gre
  - Blu

0 750 1,500 ft

CITY OF Billings

Date: 4/1/2026

Outlook

[EXTERNAL] City Zone Change 1079 - Request for City Council Delay to May 11

From Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Date Fri 4/10/2026 12:11 PM
To Vickers, Anna <VickersA@billingsmt.gov>; Kelly, Hunter <KellyH@billingsmt.gov>; Westrope, Tyler <westropet@billingsmt.gov>
Cc Long, Mack <mack.long@kniferiver.com>

Hunter and Tyler,

This email is being sent to formally request that the City Zone Change 1079 at the intersection of Shiloh and Hesper Road be delayed to action at the May 11th City Council meeting instead of its current scheduled date of April 27th. This delay is being requested to allow additional time for the landowner and the City to work out final details of the development agreement.

Thanks, and please let me know if anything additional is needed to facilitate this request.

Kolten L. Knatterud
IMEG | Principal / Client Executive

IMEG

550 N 31st Street | Suite 111 | Billings, MT 59101

(406) 290-9664

Kolten.L.Knatterud@imegcorp.com

website |
vCard | map |
regional news

Learn more about us and the IMEG story!

This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: City Zone Change 1079 - Long Subdivision PND - Ag to CMU2, NX3 & P1
PRESENTED BY: Hunter Kelly, Planner 1
Department: Planning & Community Services
Presentation: Yes
Legal Review: No
Project Number: PZX-26-00046

RECOMMENDATION

The Zoning Commission is recommending approval of Zone Change 1079 and adoption of the findings of the 10 review criteria.

EXECUTIVE SUMMARY

Zone Change 1079 requests to rezone Knife River's former property from Agriculture to Corridor Mixed Use 2 (CMU2), Mixed Residential 3 (NX3), and Parks and open space (P1). The requested rezone aligns with both the 2016 Billings Growth Policy and the 2001 West Billings Neighborhood Plan both of which encourage compatible land uses, a range of housing options, varied development densities, and more walkable neighborhoods connected to services and alternative transportation.

The plan proposes commercial development along Shiloh with medium-density residential areas extending west into the property adjacent to the West End Water Reservoir. The property is within the City's Limits of Annexation (Zone 1), with annexation occurring concurrently with the zone change. Planning staff 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)

This is a zone change request from Agriculture to Corridor Mixed Use 2 (CMU2), Mixed Residential 3 (NX3), and Parks and open space 1 (P1) on 144.46 acres. The property is legally described as Lots 1 and 2, Block 1 of Long Subd. and Lot 4A, Block 1, of Amended Plat of Lot 3 and Lot 4 of Long Subd., S15, T01 S, R25 E. The property is generally located west of Shiloh Road and north of Hesper Road.

This area of Billings has experienced a great deal of growth and development over the past decade. Housing demand has reached a high level while supply of all types of housing choices has not kept up with the demand. Development on the edge of the City of Billings (City) presents challenges, including ensuring appropriate transitions between adjacent county properties and new urban neighborhoods. While these transitions do not require homogeneity, the development plan will include buffering, connectivity that supports the planned network in the neighborhood and existing and needed ROW dedications, and recognition of shared goals across both property types. The 2016 Billings Growth Policy and the 2001 West Billings Neighborhood Plan both support the intent of the proposed Mixed Use Planned Neighborhood Development (PND-MU) zoning. The West Billings Neighborhood Plan includes goals and objectives that emphasize locating compatible land uses, providing a range of housing choices, and encouraging a variety of development densities. These objectives are consistent with the proposed zone change.

Similarly, the 2016 Billings Growth Policy supports a broad range of housing choices, encourages the development of more walkable neighborhoods with connectivity to alternative transportation options and neighborhood services, and promotes strengthening the community fabric through well-designed urban public spaces. The 2016 Billings Growth Policy identies this area within the West Public Preferred Scenario as Mixed-Use and High Density Residential. These objectives are also supported by the proposed zoning request. Providing commercial zoning along Shiloh Road, with residential development focused toward the western edge of the property, is consistent with these policy goals and supports the provision of neighborhood services while expanding housing options within the area.

The property is located within the Limits of Annexation, Zone 1 with the annexation petition running concurrently with the zone change. Following the annexation and zoning process, the property will undergo subdivision review to evaluate traffic impacts, connectivity, and public utilities among other design requirements. Once lots are created, the development of multiple structures on each lot will require Master Site Plan approval. The Master Site Plan review will address the overall layout of the planned development, including private roadway design, building placement and design, landscaping, and public utilities.

The planning staff has reviewed the application and drafted findings for the 10 review criteria for the zone change and recommended approval to the Zoning Commission based on the draft findings. The Zoning Commission conducted its

public hearing and is recommending approval to the City Council based on its findings for the 10 review criteria for the zone change.

The request for CMU2, NX3, and P1 zones 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 the aforementioned zones 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 of the subject parcel is compatible with the adjacent zoning and land uses.

APPLICATION DATA:
APPLICANT: Mack Long, GM of Knife River Corp.
AGENT: Kolten Knatterud, IMEG Corp.
LEGAL DESCRIPTION: Lots 1 and 2, Block 1 of Long Subd. and Lot 4A, Block 1, of Amended Plat of Lot 3 and Lot 4 of Long Subd., S15, T01 S, R25 E
ADDRESS: 1202 S Shiloh Road
CURRENT ZONING: Agricultural (A)
PROPOSED ZONING: CMU2, NX3, and P1
EXISTING LAND USE: Knife River Operations/Vacant
PROPOSED LAND USE: Mixed Use
SIZE OF PARCEL(S): 144.46 acres

CONCURRENT APPLICATIONS:
Petition for Annexation 26-02

SURROUNDING LAND USE & ZONING:
NORTH Zoning: Parks and Open Space (P1)
NORTH Land Use: Conservation Area
SOUTH Zoning: Agriculture (A)
SOUTH Land Use: Future Water Reservoir
EAST Zoning: Rural Residential (RR1) - 1 acres to 2.99 acres, Public, civic, and institutional, small (P2)
EAST Land Use: Temple Estates Subdivision, Billings Christian High School 7 Montana Bible College
WEST Zoning: Agriculture (A)
WEST Land Use: Future Water Reservoir

SUMMARY
Before making a recommendation to the City Council, the Zoning Commission shall consider the following findings of the ten review criteria:

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed Mixed-Use Planned Neighborhood Development (PND-MU) zoning is consistent with the 2016 Billings Growth Policy. The development supports the City's goals for housing diversity, walkable and safe neighborhoods, efficient use of infrastructure, and long-term economic vitality. The following sections summarize key Growth Policy goals.

- *Strong Neighborhoods*:
  - Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels in neighborhood areas.
  - Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction.
  - Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, connectivity, pedestrian-scale streetlights, street trees and walkable access to public spaces.
  - Neighborhoods that are safe and attractive and provide essential services are much desired.
- *Home Base*
  - A mix of housing types that meet the needs of a diverse population is important.
  - Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe. Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.
  - Homes that are safe and sound support a healthy community.
- *Essential Investments*
  - Infill development and development near existing City infrastructure may be the most cost-effective.
  - Neighborhoods that are safe and attractive and provide essential services are much desired.

The proposed zoning supports these objectives by providing a mix of residential types (single-family, duplex, and multi- family units) to meet diverse population needs. The inclusion of CMU2 commercial uses creates convenient neighborhood destinations, fostering walkability and social interaction. Subdivision design standards will incorporate complete streets and pedestrian-scale lighting, ensuring safe streetscapes. By locating development near existing city infrastructure, the project uses public services efficiently and promotes orderly growth. The 2016 Growth Policy identifies this area within the West Public Preferred Scenario as Mixed Use and High Density Residential.

The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed PND-MU for the property is consistent with the following adopted Policies of Planned Growth.

Goal 1: Establish Development Patterns that Use Land More Efficiently

- *Policy E Commercial nodes should contain business development sites of various sizes to accommodate a variety of businesses.*
- *Policy M Development in the West Billings planning area shall provide for a variety of residential types and densities.*
- *Policy R Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments.*

The proposed zoning supports these policies by creating a large commercial campus that includes locating commercial uses along Shiloh Road while transitioning to medium-high density residential development toward the interior of the property creates a logical land use pattern that supports both neighborhood services and housing opportunities. This provides ample space for a variety of businesses while maintaining compatibility with surrounding uses. The mix of housing types allowed within NX3 and CMU 2 ranges from 1 to 9+ dwelling units per structure, offering a variety of residential options that align with Policy M. An adjacent county residential area, Temple Estates Subdivision, has a density of 1 dwelling unit per acre. Nearby city developments, such as Billings South Shiloh, have densities of 8 dwelling units per acre.

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

All zoning districts within the project, including CMU2, NX3, and P1, are subject to established setbacks/build-to, height restrictions, and building codes, which help maintain safe separation between structures and minimize fire and other hazards. Subdivision and Master Site Plan reviews ensure that streets and access points are designed to provide adequate emergency vehicle access throughout the development. Building design and materials will comply with the International Building Code and International Fire Code, which regulate safe egress and hydrant location.

3. Whether the new zoning will promote public health, public safety and general welfare?

The mix of residential and commercial uses encourages walkable neighborhoods, providing convenient access to parks, open spaces and services. This supports physical activity and social interaction, contributing to overall public health. As mentioned in Criteria 2, the proposed zoning complies with setbacks/build to zones, building separation requirements, and height restrictions, which help reduce fire risk and other hazards. The Master Site Plan and subdivision reviews ensure streets, sidewalks, and access points are designed for emergency vehicle access, safe circulation for all users in the neighborhood area, and utility lines with fire hydrants will meet City standards to ensure reliable emergency response.

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

- **Transportation:** The applicant will need to start the process of developing a traffic impact study (TIS) as part of the subdivision process. The TIS identifies intersections within proximity to the development to evaluate their current level of service and the development's impact on each intersection. If impacts are determined, the developer is required to contribute their proportionate share of the impact on the intersection to be used for future improvements to the intersection.
- **Water and Sewer:** The area to be annexed will connect to water and sanitary sewer mains present in Shiloh Road. As part of the annexation agreement, the City evaluates water and sewer sizing for the proposed development while anticipating future development. Adequate provision of water and sewer are addressed within the annexation agreement.
- **Schools and Parks:** The proposed zoning itself will have no impact on schools or parks, but the development will. Schools and parks will be affected by the new residential housing units. SD #2 was contacted for comments. At the time of writing this report, no comments were received. The proposed development is adjacent to the future West End Reservoir. The proposed layout aligns with residential with the boundary of the

reservoir allowing future residents to take advantage of the recreation portion of the facility.

- **Fire and Police**: The subject property will be served by city public safety services. The Police and Fire Departments were both contacted for comments on the proposed zone change. The police department responded with no concerns. As of writing this report, no comments were received from the fire department. The impact on both police and fire should be minimal as they serve existing properties in the area.

5. Will the new zoning provide adequate light and air?

The proposed zoning is designed to maintain adequate light, air, and openness for all residents and adjacent properties. Each zoning district, CMU2, NX3, and P1, has established setbacks/build-to, height limits, and will regulate building placement and separation. These standards prevent overcrowding, ensure sunlight reaches streets and open spaces, and allow airflow throughout the development.

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

Shiloh Road is a principal arterial street. Most of the development along Shiloh Road is commercial development. Streets will be designed in accordance with City standards, ensuring safe access for cars, buses, pedestrians and emergency vehicles. Subdivision and Master Site Plan reviews will evaluate traffic circulation, intersections, and connections to the surrounding street network to minimize congestion and maintain smooth vehicular flow. As part of the subdivision process the future development will be required to complete a traffic impact study. If the traffic impact study identifies an impact on an existing intersection the developer will be responsible for their proportionate share of contributions towards intersection improvements.

7. Will the new zoning promote compatible urban growth?

The proposed zoning is designed to encourage compatible urban growth by providing a mix of residential and commercial uses that integrate with surrounding neighborhoods. The combination of CMU2 and NX3 zoning allows a range of housing types from single-family and duplex units to multifamily units in mixed-use buildings, providing housing variety. The project will utilize existing streets, utilities, and city services efficiently, ensuring that growth occurs in an orderly manner without overextending public resources.

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 proposed uses. This area is experiencing rapid urban growth, with increasing demand for a variety of housing types, including townhomes, apartments, single family and attached homes, as well as local neighborhood and commercial services. The proposed CMU2 zoning along Shiloh Road provides an appropriate location for commercial uses, concentrating activity along a major corridor while minimizing impacts on adjacent developed areas by its location on an arterial street. The Multi-Family Residential (NX3) offers a range of housing choices and densities that transition smoothly from lower-density county properties to the south and east to higher-density city developments to the northwest.

9. Will the new zoning conserve the value of buildings?

The proposed zoning includes development standards designed to promote compatible development and protect the value of existing and future buildings in the surrounding area. Requirements such as setbacks, build-to zones, building orientation, and height limitations help ensure that new structures are appropriately scaled and positioned in relation to neighboring properties. These standards guide how buildings address streets and adjacent development, reducing potential impacts such as excessive building mass, loss of light, or privacy concerns that could negatively affect nearby properties. In addition, the mixed-use zoning framework encourages a coordinated pattern of development that integrates high density residential, mixed-use, and commercial uses. Locating commercial uses along Shiloh Road while transitioning to medium-high density residential development toward the interior of the property creates a logical land use pattern that supports both the commercial corridor, provides transition and housing opportunities. This type of planned development can enhance accessibility to services, improve walkability, and support economic activity, all of which contribute to maintaining and potentially enhancing property values over time. The zoning district's design standards and structured development pattern provide predictability for property owners and investors, helping to ensure that future development occurs in a manner consistent with the character and planning goals of the area. By promoting compatible land uses, thoughtful building placement, and quality site design, the proposed zoning supports the long-term stability and value of buildings within the surrounding neighborhood.

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

The proposed PND-MU with CMU2, NX3, and P1 zoning will encourage the most appropriate use of this land. The property is within the City's Limits of Annexation and is planned for urban development. Utilizing this land for a mix of residential and commercial uses leverages existing streets, utilities, and city services. As mentioned in prior criteria, the development provides a range of housing types and mixed-use/commercial use. This balance ensures the land supports multiple community needs while maintaining compatibility with surrounding properties.

FISCAL EFFECTS

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

STAKEHOLDERS

The applicant held a pre-application meeting on February 17, 2026, at 6pm at Hilton Homewood Suites, 3420 Ember Lane, Billings, MT. Four individuals attended the meeting, not including the applicants. The required notification area for all new PND zone changes is one-quarter mile from the property boundary. In this case, more than 42 individual property owners and interested parties were notified of the pending zoning application.

During the meeting, the applicant explained the intent to annex and rezone the property, then sell to another owner for future development. One individual was concerned about how the proposed commercial zoning would affect the existing well and septic systems. The applicant clarified the zone change and annexation actions would require any future development to hook up to City water and wastewater systems. There are no other comments or objections from the audience. Additional details are provided in the attached neighborhood meeting minutes.

At the time this report was prepared, one written comment was received from a member of the public in support of this item.

CITY ZONING COMMISSION

The Zoning Commission held a public hearing on April 7, 2026, where staff provided a presentation outlining the request. Planning Staff presented the zone change request and concluded with a recommendation for approval, remaining available to answer questions. Commissioner Goss inquired about a "cooldown" period between zoning applications, specifically regarding potential future actions by new property owners. Staff clarified that the one-year cooldown applies only if a zoning request was denied by City Council. No further questions were raised by the Zoning Commission.

The Zoning Commission then invited the applicant and their agent to address the item. Kolten Knatteruud of IMEG Corp. explained that the zone change and annexation are intended to facilitate future property ownership and are part of an active buy/sell agreement. Applicant Mac Long of Knife River Corp. stated that a project of similar scope was completed with the same prospective buyer in Belgrade, Montana, and they aim to develop a commercial project comparable to Shiloh Crossing. No additional questions were posed by the Commission.

The public hearing was opened, with no comments received, and subsequently closed.

Commissioner Goss moved to recommend approval of Zone Change 1079 and adoption of the findings of the ten review criteria to the City Council. Commissioner Megorden seconded the motion, which passed unanimously (5-0).

ALTERNATIVES

The City Council may:

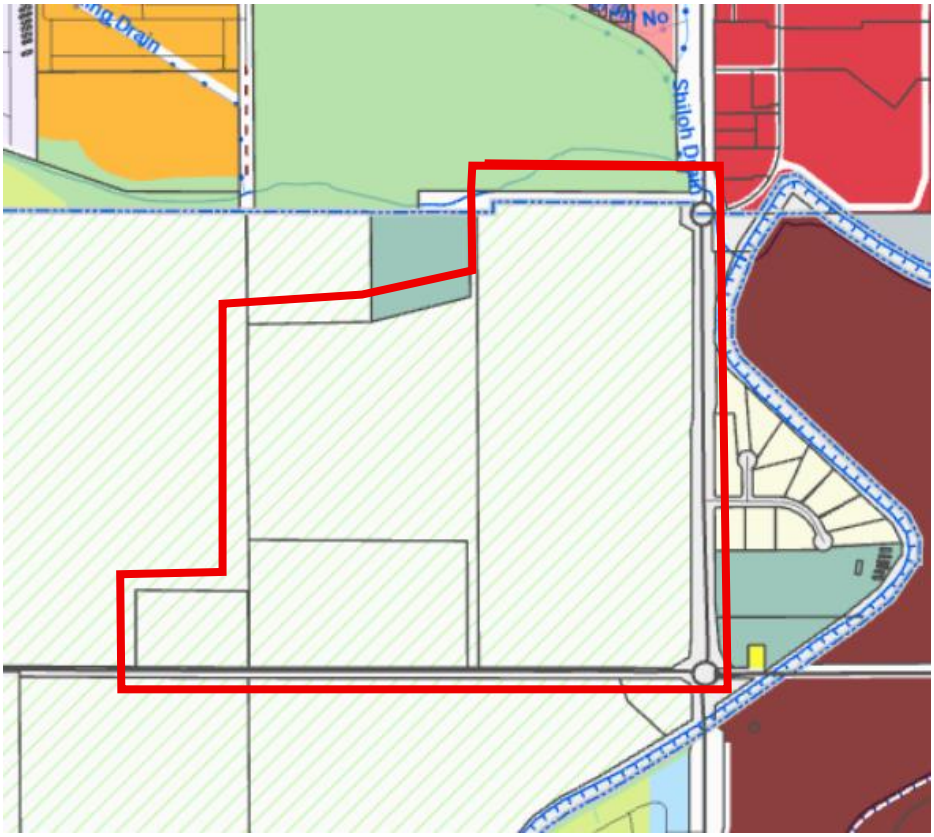
- Recommend approval and adoption of the findings of the ten review criteria for Zone Change 1079; or,
- Recommend denial and adopt different findings of the ten review criteria for Zone Change 1079; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.

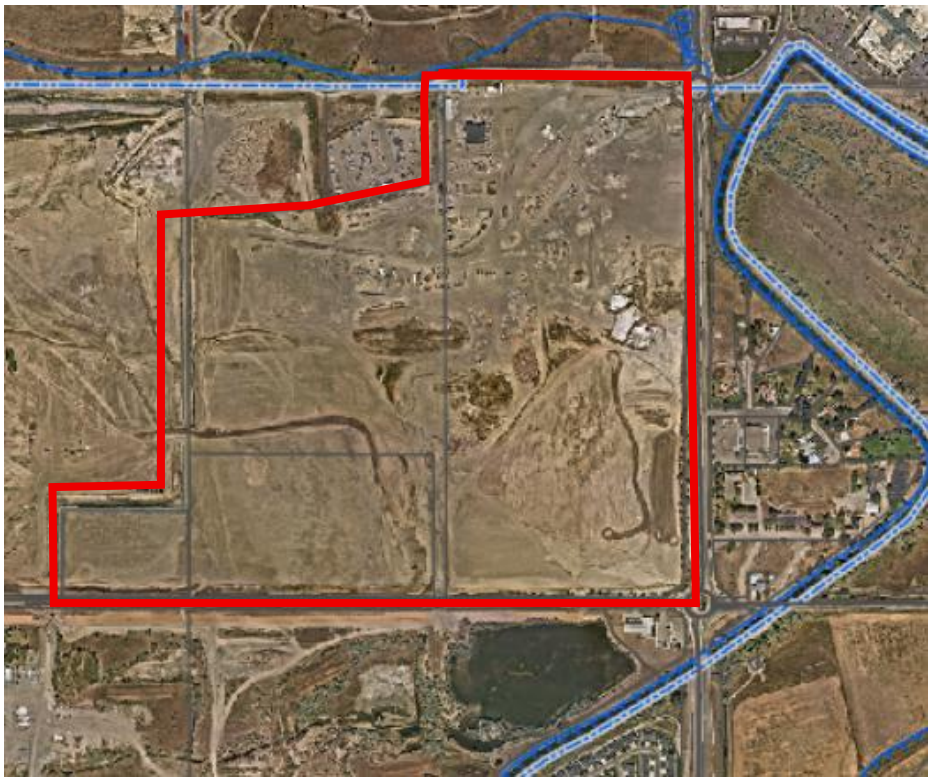
The applicant has requested delay of Zone Change 1079 to May 11, 2026. The request for delay is attached to this report.

Attachments

Zoning Map & Site Photos
Application & Applicant Letter
Neighborhood Meetings Information
Zoning Site Plan
Zoning History
Zoning Resolution 1079
Request for Delay

Zoning Map & Site Photos





Zoning Map & Site Photos





South

Zoning Map & Site Photos



North



East

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: Zone A - Agriculture 10+ Acres (County Only)

2. Written description of the Zone Change Plan including existing and proposed new zoning:

   Lot 1 - CMU2; Lot 2 - 26.58 ACRES OF CMU2,1.05 ACRES OF NX3; Lot 4A - 18.57 ACRES OF CMU2,15.41 ACRES OF NX3, 3.03 ACRES OF P1

3. Legal Description of Property:

   LOT 1, BLOCK 1, LONG SUBDIVISION 76.046 ACRES LESS 0.57 ACRES FOR SHILOH ROAD; LOT 2, BLOCK 1, LONG SUBDIVISION **MULTI-DISTRICT** 286,433.06 SF IN 8; 917,129.74 SF IN O23 (20); LOT 4A, BLOCK 1, LONG SUBDIVISION ACRES 40.22, AMD (20)

4. Neighborhood Task Force Area: Yes /// No . If Yes, Name of Task Force

   No

5. Roster of persons who attended the pre-application neighborhood meeting: please attach to on line application - Please see attached.

6. A brief synopsis of the meeting results including any written minutes or audio recording. please attach to on line application - Please see attached.

7. The undersigned affirm the following:

   1) The pre-application neighborhood meeting was held on the 17th, day of Feb., 2026.

   2) The zone change application is based on materials presented at the meeting.

Owner (s):

Mack Long, GM of Knife River Corp. Billings Telephone: (406) 651-2500

Address:
4014 Hesper Road Billings, MT 59106 Email: mack.long@kniferiver.com

Agent (s):

Kolten Knatterud, IMEG Corp. **Telephone:** (406)-248-9000

Address: 550 N 31st Street, Suite 111, Billings, MT 59101 Email: kolten.l.knatterud@imegcorp.com

Complete this form and upload to your on-line Zone Change application

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: Zone A - Agriculture 10+ Acres (County Only)

Proposed Zoning: Lot 1 - CMU2; Lot 2 - 26.58 ACRES OF CMU2,1.05 ACRES OF NX3; Lot 4A - 18.57 ACRES OF CMU2,15.41 ACRES OF NX3, 3.03 ACRES OF P1

PARCEL TAX ID#: C11980; C11981; C11983 CITY ELECTION WARD: Out of city limits.

Legal Description of Property: LOT 1, BLOCK 1, LONG SUBDIVISION 76.046 ACRES LESS 0.57 ACRES FOR SHILOH ROAD; LOT 2, BLOCK 1, LONG SUBDIVISION **MULTI-DISTRICT** 286,433.06 SF IN 8; 917,129.74 SF IN O23 (20); LOT 4A, BLOCK 1, LONG SUBDIVISION ACRES 40.22, AMD (20)

Address or General Location (If unknown, contact City Engineering): Shiloh Road and Hesper Road

Size of Parcel (Area square feet or acres): Total 144.46

Present Land-Use: Zone A - Agriculture 10+ Acres (County Only)

Proposed Land-Use: Lot 1 - CMU2; Lot 2 - 26.58 ACRES OF CMU2,1.05 ACRES OF NX3; Lot 4A - 18.57 ACRES OF CMU2,15.41 ACRES OF NX3, 3.03 ACRES OF P1

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

Owner(s): Mack Long, GM of Knife River Corp. Billings
(Record Owner)

4014 Hesper Road Billings, MT 59106
(Address)

(406) 651-2500 mack.long@kniferiver.com
(Phone Number) (email)

Agent(s): Kolten Knatterud, IMEG Corp.
(Name)

550 N 31st Street, Suite 111, Billings, MT 59101
(Address)

(406)-248-9000 kolten.l.knatterud@imegcorp.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: Mack Long VP/GM Date: 2-23-2026
(Record Owner – Digital Signature Allowed)

Billings Zone Change Application Narrative

Knife River Rezone – CMU2, NX3, and P1

Project Summary

This application requests zoning designation of CMU2 (Commercial Mixed Use 2) and NX3 (Mixed-Use Residential) for property currently owned by Knife River. The proposed zoning establishes commercial mixed-use frontage along Shiloh Road and transitions to mixed residential development within the interior portions of the site.

CMU2 zoning is proposed along the Shiloh corridor and planned collector routes to support commercial and mixed-use activity consistent with corridor development patterns. NX3 zoning is proposed for interior areas and allows up to five dwelling units per structure, providing moderate-density residential opportunities compatible with surrounding growth trends.

Development of the property will comply with Planned Neighborhood Development (PND) standards, including a minimum two percent (2%) P1 Open Space requirement. All future development will be subject to applicable City of Billings development standards, transportation requirements, infrastructure provisions, and full subdivision review at the time of site development.

10 Statutory Zone Change Criteria

1. Whether the new zoning is designed in accordance with the Growth Policy.

The proposed CMU2 and NX3 zoning districts are consistent with the City of Billings Growth Policy. The site is located along the Shiloh corridor, an area identified for continued commercial and mixed-use growth. The proposed zoning supports orderly urban development, mixed housing opportunities, and efficient use of infrastructure.

2. Whether the new zoning is designed to secure from fire and other dangers.

The zoning districts require compliance with City development standards related to fire access, roadway design, hydrant placement, and building separation. Municipal infrastructure and urban design standards reduce risks associated with rural development patterns.

3. Whether the new zoning will promote public health, public safety, and general welfare.

The proposed zoning promotes public health and safety through application of City building codes, infrastructure standards, stormwater management requirements, and land use regulations. Structured zoning ensures compatible development and coordinated service provision.

4. Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.

The site is located along Shiloh Road where municipal utilities and transportation infrastructure are present. Future development will include internal collector connections and will be reviewed during subdivision to ensure adequate provision of transportation, water, sewer, storm drainage, parks, and other public services.

5. Whether the new zoning will provide adequate light and air.

Both CMU2 and NX3 zoning districts contain standards regulating setbacks, building height, density, and lot coverage. The required minimum two percent (2%) P1 Open Space further ensures access to light and air for future development.

6. Whether the new zoning will affect motorized and nonmotorized transportation.

The proposed zoning supports coordinated transportation planning along a developing commercial corridor. Subdivision review will evaluate traffic circulation, pedestrian connectivity, and access management in accordance with City standards.

7. Whether the new zoning will promote compatible urban growth.

The zoning request reflects existing development trends along the Shiloh corridor and provides a logical transition from commercial frontage to interior residential uses. The proposal supports orderly and compatible urban expansion.

8. Whether the new zoning considers the character of the district and the suitability of the property for particular uses.

The character of the surrounding area includes expanding commercial and mixed-use development. CMU2 zoning is appropriate along the corridor frontage, while NX3 provides a compatible residential transition within the site.

9. Whether the new zoning will conserve the value of buildings.

Application of established zoning standards, coordinated infrastructure planning, and compliance with PND requirements promotes predictability in development, which supports long-term property value stability in the surrounding area.

10. Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings.

The proposed zoning allows commercial activity along a major corridor and moderate-density residential development internally, including required P1 Open Space, representing an appropriate and efficient use of land consistent with City planning objectives.

February 10, 2026

RE: Pre-application Neighborhood Meeting - City of Billings Zone Change Request on Lot 1, 2, and 4A of Long Subdivision

To Whom it May Concern,

The purpose of this notification is to inform you of a Pre-Application Neighborhood Meeting on Tuesday, February 17th at 6:00 p.m. The meeting will be held in the Homewood Suites Hotel Conference Room. Homewood Suites is located at 3420 Ember Lane, Billings, MT 59102.

The intent of this meeting is to discuss any concerns, hear comments, and answer questions regarding the proposed rezoning Lots 1, 2, and 4A of Long Subdivision. The subject properties are legally described as LONG SUBD, S15, T01 S, R25 E, BLOCK 1, Lot 1, LESS .57 AC FOR SHILOH RD. (9) (Doc. 1755400), LONG SUBD, S15, T01 S, R25 E, BLOCK 1, Lot 4A, ACRES 40.22, AMD (20) (Doc. 3898445), and LONG SUBD, S15, T01 S, R25 E, BLOCK 1, Lot 2, **MULTI-DISTRICT** 286,433.06 SF IN 8; 917,129.74 SF IN O23 (20) (Doc. 1755400), Yellowstone County, Montana. The properties total 144.46 acres in size. The current Billings Zoning is A – Agriculture 10+ Acres (County Only). The proposed Billings Zoning would be 103.21 acres of CMU2 – Corridor Mixed-Use – Commercial Centers, 17.12 acres of NX3 – Mixed Residential 3 (=/>5 DU/Structure), and 3.04 acres of P1 – Open Space, Parks, Recreation.

We look forward to hearing from you at the meeting. If you are unable to attend, please feel free to send your questions and/or comments to the applicant's agent, IMEG Corp, Amber Ruff at amber.l.ruff@imegcorp.com or mail them to the address found at the bottom of this page.

Sincerely,

IMEG Consultants Corp.

Amber L. Ruff

Amber Ruff, P.E.
Civil Project Engineer
amber.l.ruff@imegcorp.com

Attachment:

- Proposed Zoning Map

ALR/hsc
G:\2025\25006791.00\Design\Civil\PLANNING\Pre-Application Neighborhood Meeting\20260205 Knife River Letter for Preapplication Meeting Notice.docx

ATTENDANCE RECORD

IMEG #: 25006791.00

Project: Knife River Hesper & Shiloh Rezone

Meeting Description: Re-Zone Neighborhood Meeting

Date: 2/17/2026 Time: 6:00pm

Place: Homewood Suites by Hilton (3420 Ember Ln, Billings, MT 59102)

ATTENDEE NAME	PHONE #	E-MAIL
Roy E. Merriman	406-672-5875	remmer1967@gmail.com
Mack Long	406-208-0707	mack@longgroup.us
Siobhan Coop	406 672-1548	
Brian Nickel	406-208-0750	Brian.Nickel@knifer.com
Shawn Thorson		
Amber Rost		

MEETING MINUTES

Knife River Annexation & Rezoning Neighborhood Meeting

IMEG #25006791.00
February 17, 2026

MEETING DATE:	February 16, 2026
LOCATION:	Homewood Suites, 3420 Ember Lane, Billings, MT 59102
PRESENT:	Amber Ruff, Shawn Thorson, Mack Long, Siobhan Coop, Brian Nickel, Roy Merriman

ITEMS DISCUSSED:

Project Overview

Amber Ruff, representing IMEG, presented an overview of the proposed annexation and future zoning for property currently owned by Knife River.

Key Proposal Elements

- Phased Annexation
  - Lot 1 → Lot 2 → Lot 4A
- Property currently in Yellowstone County
- Proposed annexation into the City of Billings

Proposed Zoning

- CMU2 (Commercial Mixed Use 2)
  - Primarily along Shiloh frontage and collector corridors
- NX3 (Mixed-Use Residential)
  - Allows up to five dwelling units per structure
  - Intended for interior/back portions

Planning Requirements

- Minimum 2% open space/green space
- Planned neighborhood compliance requirements
- Internal collector road connecting:
  - Hesper access
  - Shiloh Crossing roundabout area

Development Intent

- Knife River does not intend to develop the property
- Land is expected to be sold to a future developer
- Future rezoning or subdivision adjustments may occur

Infrastructure Discussion

Utilities

- City water, sewer, and storm infrastructure currently exists along Shiloh
- Utilities along Hesper are limited but planned for future extension westward

Annexation Implications

- Annexation required for city service connections

Public Comments & Discussion

County Island Concerns

Roy Merriman discussed:

- Existing wells and septic systems in nearby county properties
- Long-term uncertainty about remaining outside city limits
- Hard water conditions in local wells
- Concerns about future replacement of septic or wells if utilities are nearby

Infrastructure Policy Context

Shawn Thorson noted:

- In some jurisdictions, replacement of septic systems may be restricted where municipal utilities are available
- Annexation and utility connection requirements may increase over time
- Requirements vary depending on city vs. county jurisdiction

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Timeline Discussion

- Annexation and zoning applications submitted separately
- Estimated rezoning process: ~3–4 months
- Public signage and hearings expected after submission
- Estimated process window discussed: Spring–Summer timeline

Public Process

Attendees were informed that:

- Additional opportunities for public comment will occur at:
    - Zoning Commission hearings
    - City Council meetings
- Neighborhood meeting notes will be included in formal application materials

---

Neighborhood Character Discussion

Discussion included:

- Increasing development intensity along Shiloh
- Traffic and noise changes due to corridor expansion
- Existing rural character valued by nearby residents
- Irrigation ditch and open space areas expected to remain

Key Takeaways

- Project is currently at annexation and initial zoning stage
- Final site design will occur during subdivision review
- Additional public engagement opportunities will occur
- No formal opposition expressed during this meeting
- Attendees primarily sought informational clarity

Action Items

- Applicant to finalize annexation and zoning submittals
- Submit neighborhood meeting notes with application
- Continue public notification per city requirements

Meeting Conclusion

Meeting concluded after informational discussion and questions.
No formal objections were recorded.

The foregoing constitutes our understanding of the matters discussed during the meeting. Participants are requested to advise author in writing of any corrections or additions within ten (10) days of receiving this document.

Prepared by: Siobhan Coop

\\files\active\Projects\2025\25006791.00\Design\Civil\PLANNING\Pre-Application Neighborhood Meeting\20260217 Neighborhood Meeting Minutes.docx

cc: All Present

Drawing Scale:
1" = 300'



LEGEND

- SUBJECT PROPERTY LINE
- SURROUNDING PROPERTY LINE
- CURRENT BILLINGS CITY LIMITS
- PROPOSED BILLINGS CITY LIMITS
- PROPOSED INTERNAL COLLECTOR ROAD
- ZONE A - AGRICULTURE 10+ ACRES (COUNTY ONLY)
- ZONE CMU1 - CORRIDOR MIXED-USE
- ZONE CMU2 - CORRIDOR MIXED-USE - COMMERCIAL CENTERS
- ZONE CX - HEAVY COMMERCIAL
- ZONE I1 - LIGHT INDUSTRIAL
- ZONE N2 - MID-CENTURY NEIGHBORHOOD
- ZONE N3 - SUBURBAN NEIGHBORHOOD
- ZONE NO - NEIGHBORHOOD OFFICE
- ZONE NX1 - MIXED RESIDENTIAL 1 (1-4 UNITS)
- ZONE NX3 - MIXED RESIDENTIAL 3 (=/> 5 DU/STRUCTURE)
- ZONE P1 - OPEN SPACE, PARKS, RECREATION
- ZONE P2 - PUBLIC-CIVIC & INSTITUTIONAL
- ZONE PUD - PLANNED DEVELOPMENT
- ZONE RMH - RESIDENTIAL MOBILE HOME
- ZONE RR1 - RURAL RESIDENTIAL 1 ACRE - 2.99 ACRES (COUNTY ONLY)

REVISIONS

No.	DESCRIPTION	DATE

IMEG
550 NORTH 31ST STREET
SUITE 111
BILLINGS, MT 59101
PH: 406.248.8000
www.imegcorp.com

KNIFE RIVER SHILOH & HESPER ANNEXATION
BILLINGS, MONTANA

PROPOSED ZONING MAP

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IMEG Project No:	25006791.00
File Name:	25006791.00 - Annexation Exhibits.dwg
Drawing Number:	
Field Book No:	N/A
Drawn By:	MJH
Check'd By:	ALR
Approved By:	KLK
Date:	02/24/2026

EX-3

Sheet 3 of 4

Tuesday, February 24, 2026 8:06:14 AM
G:\2025\25006791.00\DESIGN\CIVIL\C3D\EXHIBIT\CONCEPT\25006791.00 – ANNEXATION EXHIBITS.DWG

Zoning History for City ZC 1077 – 4500 Block of King Ave W

SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
Lots 1 and 2, Block 1 of Long Subd. and Lot 4A, Block 1, of Amended Plat of Lot 3 and Lot 4 of Long Subd., S15, T01 S, R25 E	**ZC 1077**	4/27/26	A to CMU 2 and NX3		
SURROUNDING PROPERTY	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
4245, 4249, & 4253 King Ave W	City ZC 1030	7/24/2023	A to NX2	Y	
Vista West	City ZC 894	5/12/2012	A-1 to RMF-R	Withdrawn	
Vista West	City ZC 1004	2/25/2021	A to N2, NX2/NX3 and P1	Withdrawn	
Vista West	City ZC 1021	2/12/2023	A to PND N1, NX2/NX3 & P1	Y	
Western Sky Sub (west half of Western Meadows)	City ZC 957	Sept 11, 2017	CC, RMF-R, R-50, R-70, R-96 & Public to PD	Y	Underlying zones CC, NC RMF & RMH
Western Sky Sub	City ZC 977	July 13, 2020	Adjust Zone District Boundaries in PD	Y	
Western Sky Sub	City ZC 975	Jan 27, 2020	Underlying zoning amendment for PD	Y	
Ridgeline Development	City ZC 997	9/13/2021	A-1 to MU-PND – NX2, N2, CMU1, P1	Y	First PND zone change
Lenhardt Square	City ZC 991	6/14/2021	Update to PD agreement	Y	Increased density and normalized height measurements
St. Vincent Healthcare Shiloh Rd & King Ave W	City ZC 722	May 24, 2004	A-1 to PD underlying zone of ELI	Y	PD for healthcare & ancillary commercial uses
St. Vincent Healthcare Shiloh Rd & King Ave W	City ZC 870	Jan 24, 2011	PD Amendment	Y	Adjustment to allow flexibility
St. Vincent Healthcare Shiloh Rd & King Ave W	City ZC 1033	Aug 28, 2023	PD Amendment	Y	Update to CMU2 and NX2 for underlying zones
Montana Sapphire Sub	City ZC 673	July 9, 2001	A-1 to Entryway Light Industrial (ELI)	Y	New industrial park – updated to CMU1/CMU2 and NX3
Montana Sapphire Sub	City ZC 903	Sept 24, 2012	ELI to HC	Y	Affinity of Billings (NX3) Fuel Fitness Divide Bar & Grill (CMU1)
Montana Sapphire Sub Long Beach Apartments	City ZC 878	Aug 22, 2011	ELI to HC	Y	New apartments (NX3)
3815 Hesper Road	City ZC 907	March 25, 2013	A-1 to CI	Y	New FedEx Ground Terminal (I1)

RESOLUTION 26- _____

A RESOLUTION OF THE CITY OF BILLINGS APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT LOTS 1 AND 2, BLOCK 1 OF LONG SUBD. AND LOT 4A, BLOCK 1, OF AMENDED PLAT OF LOT 3 AND LOT 4 OF LONG SUBD., S15, T01 S, R25 E

WHEREAS, Knife River Corporation ("the Applicant") filed an application for a zone change on March 2, 2026, to amend the Official Zoning Map; and

WHEREAS, the property is legally described as: Lots 1 and 2, Block 1 of Long Subd. and Lot 4A, Block 1, of Amended Plat of Lot 3 and Lot 4 of Long Subd., S15, T01 S, R25 E; the property is currently zoned as Agriculture (A); the Applicant proposes to change the zoning to Corridor Mixed Use 2 (CMU2), Neighborhood Mixed Use 3 (NX3), and Parks and open space 1 (P1); and

WHEREAS, a public hearing was held on April 7, 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 April 7, 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 April 27, 2026, and considered public testimony; and

WHEREAS, the City Council has determined that the proposed Zone Change 1074 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 : Lots 1 and 2, Block 1 of Long Subd. and Lot 4A, Block 1, of Amended Plat of Lot 3 and Lot 4 of Long Subd., S15, T01 S, R25 E is hereby changed from Agriculture (A) to Corridor Mixed Use 2 (CMU2), Neighborhood Mixed Use 3 (NX3), and Parks and open space 1 (P1), 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, April 27, 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. The final publication was made no less than 5 days prior to the hearing 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 27th day of April 2026.

CITY OF BILLINGS

BY:_____

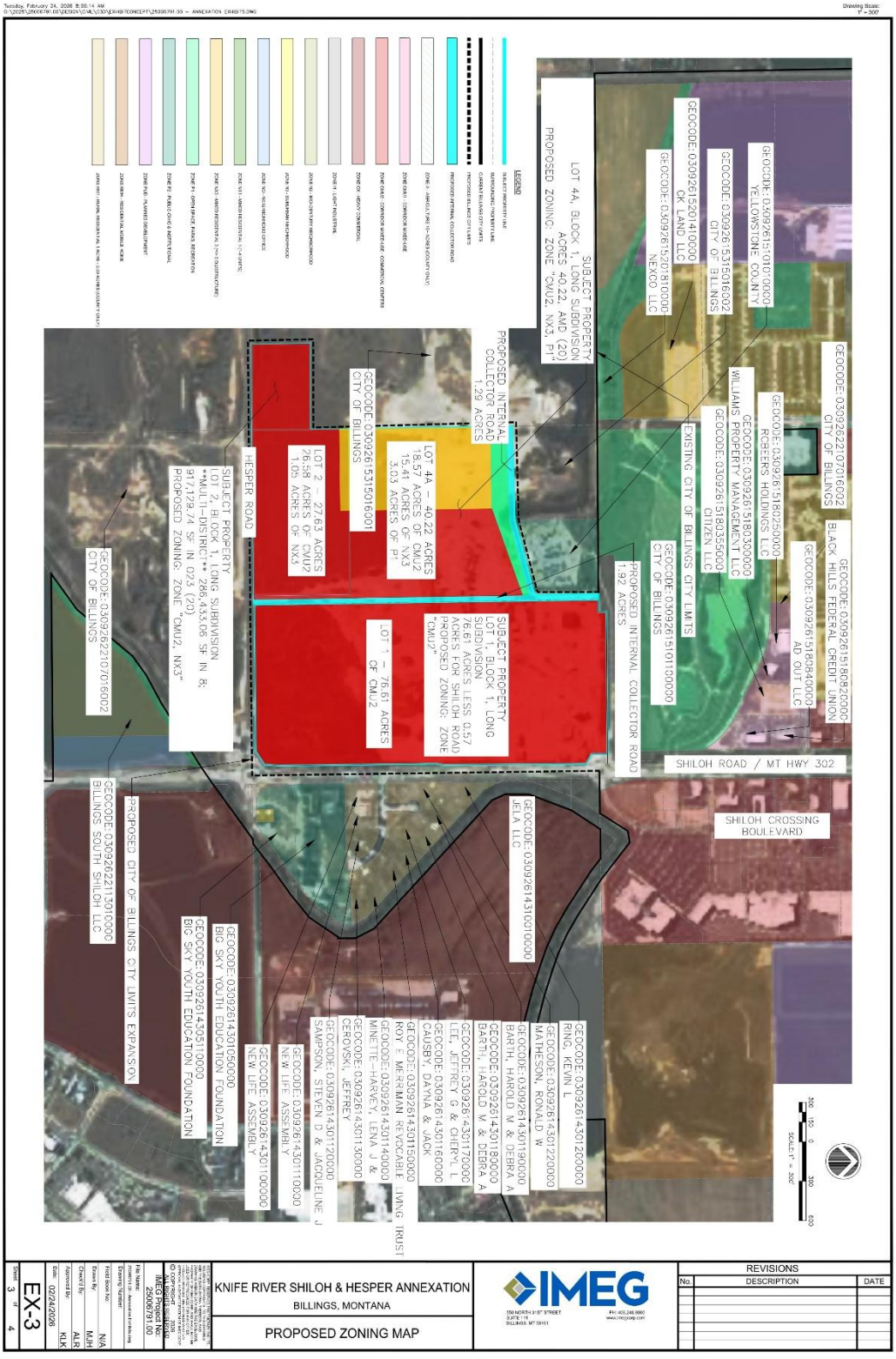
Mike Nelson, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Exhibit A



KNIFE RIVER SHILOH & HESPER ANNEXATION
BILLINGS, MONTANA

PROPOSED ZONING MAP

IMEG
350 NORTH 31ST STREET
SUITE 1B
BILLINGS, MT 59101
PH: 406.248.9080
www.imegcorp.com

REVISIONS		
No.	DESCRIPTION	DATE

Sheet 3 of 4

EX-3

Date: 02/24/2026
Approved By: KLK
Drawn By: ALR
Check'd By: MJH
Field Book No: N/A
Drawing Number:

File Name:
Project No: 25006791.00

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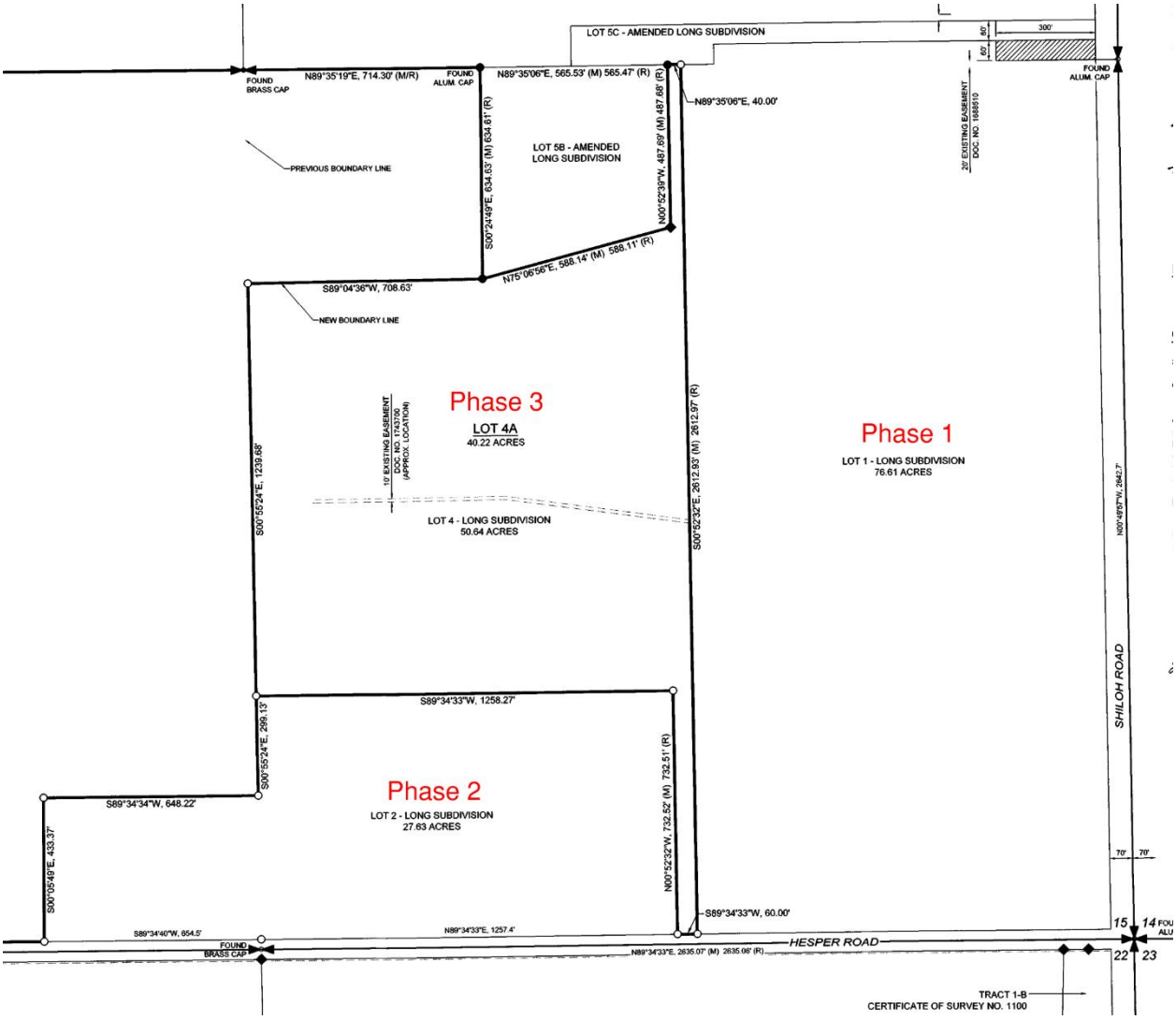
Exhibit B


LOT 5C - AMENDED LONG SUBDIVISION
60'
300'
FOUND BRASS CAP
N89°35'19"E, 714.30' (M/R)
FOUND ALUM. CAP
N89°35'06"E, 565.53' (M) 565.47' (R)
N89°35'06"E, 40.00'
FOUND ALUM. CAP
20' EXISTING EASEMENT DOC. NO. 1008510
PREVIOUS BOUNDARY LINE
LOT 5B - AMENDED LONG SUBDIVISION
S00°24'49"E, 634.63' (M) 634.61' (R)
N00°52'39"W, 487.69' (M) 487.68' (R)
N75°06'56"E, 588.14' (M) 588.11' (R)
S89°04'36"W, 708.63'
NEW BOUNDARY LINE
Phase 3
LOT 4A
40.22 ACRES
10' EXISTING EASEMENT DOC. NO. 1743790 (APPROX. LOCATION)
Phase 1
LOT 1 - LONG SUBDIVISION
76.61 ACRES
LOT 4 - LONG SUBDIVISION
50.64 ACRES
S00°55'24"E, 1239.68'
S00°52'32"E, 2612.93' (M) 2612.97' (R)
N00°46'57"W, 2642.7'
SHILOH ROAD
S89°34'33"W, 1258.27'
S00°55'24"E, 299.13'
Phase 2
LOT 2 - LONG SUBDIVISION
27.63 ACRES
S89°34'34"W, 648.22'
N00°52'32"W, 732.52' (M) 732.51' (R)
S00°05'49"E, 433.37'
70'
70'
S89°34'33"W, 60.00'
S89°34'40"W, 654.5'
N89°34'33"E, 1257.4'
15
14
FOUND BRASS CAP
HESPER ROAD
N89°34'33"E, 2635.07' (M) 2635.06' (R)
22
23
TRACT 1-B
CERTIFICATE OF SURVEY NO. 1100

Outlook

[EXTERNAL] City Zone Change 1079 - Request for City Council Delay to May 11

From Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Date Fri 4/10/2026 12:11 PM
To Vickers, Anna <VickersA@billingsmt.gov>; Kelly, Hunter <KellyH@billingsmt.gov>; Westrope, Tyler <westropet@billingsmt.gov>
Cc Long, Mack <mack.long@kniferiver.com>

Hunter and Tyler,

This email is being sent to formally request that the City Zone Change 1079 at the intersection of Shiloh and Hesper Road be delayed to action at the May 11th City Council meeting instead of its current scheduled date of April 27th. This delay is being requested to allow additional time for the landowner and the City to work out final details of the development agreement.

Thanks, and please let me know if anything additional is needed to facilitate this request.

Kolten L. Knatterud
IMEG | Principal / Client Executive

IMEG

550 N 31st Street | Suite 111 | Billings, MT 59101

(406) 290-9664

Kolten.L.Knatterud@imegcorp.com

website |
vCard | map |
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This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Annexation 26-02, Ward Boundary Ordinance, 1st Reading and Public Hearing
PRESENTED BY: Hunter Kelly, Planner 1
Department: Planning & Community Services
Presentation: No
Legal Review: No
Project Number: PZX-26-00046

RECOMMENDATION
Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward 5.

The applicant's agent has requested delay of the zone change request to May 11, 2026. If City Council accepts the request for delay then the annexation and ward boundary should also be delayed. The request for delay has been attached to this staff report.

EXECUTIVE SUMMARY
As part of the action to annex the Knife River properties in Long Subdivision, the City must include recently annexed land into Election Ward 5. This process must be completed by an ordinance. The applicant's agent has requested delay of the zone change request to May 11, 2026. If City Council accepts the request for delay then the annexation and ward boundary should also be delayed. The request for delay has been attached to this staff report.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
IMEG Corporation, on behalf of Knife River Corporation, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located west of Shiloh Road and south of Shiloh Crossing Boulevard. The land being annexed is described as being Lot 1, Block 1, LONG SUBDIVISION, LESS 0.57 acres for Shiloh Road, as recorded under Document No. 1755400, records of Yellowstone County, Montana, including all adjacent Rights-of-Way. Said Annexation boundary containing 76.05 acres net and gross, more or less. The property is zoned A - Agriculture. This is not a zoning district recognized by the City. This annexation petition is being filed in conjunction with a Planned Neighborhood Development (Zone Change 1079) from Agriculture (A) to a combination of zoning districts, including Corridor Mixed Use 2 (CMU2), Mixed Residential 3 (NX3), and Parks and open space 1 (P1).

Upon Council approval, this annexation requires a change in the boundaries of Ward V. Two readings are required for this action.

The applicant's agent has requested delay of the zone change request to May 11, 2026. If City Council accepts the request for delay then the annexation and ward boundary should also be delayed. The request for delay has been attached to this staff report.

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 5, or;
- Disapprove adding the subject property to Ward 5. Disapproval will not modify the boundary of Ward 5 and will create a problem where property inside the City Limits is not within a City Ward.

Attachments

Ward Boundary Ordinance, 26-02
Request for Delay

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 V 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 V the following described real property:

Lot 1, Block 1, LONG SUBDIVISION, LESS 0.57 acres for Shiloh Road, as recorded under Document No. 1755400, records of Yellowstone County, Montana, including all adjacent Rights-of-Way. Said Annexation containing 76.05 acres net and gross, more or less.

(# 26-02) 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 27th day of April, 2026.

PASSED by the City Council on the second reading this 11th day of May, 2026.

THE CITY OF BILLINGS:

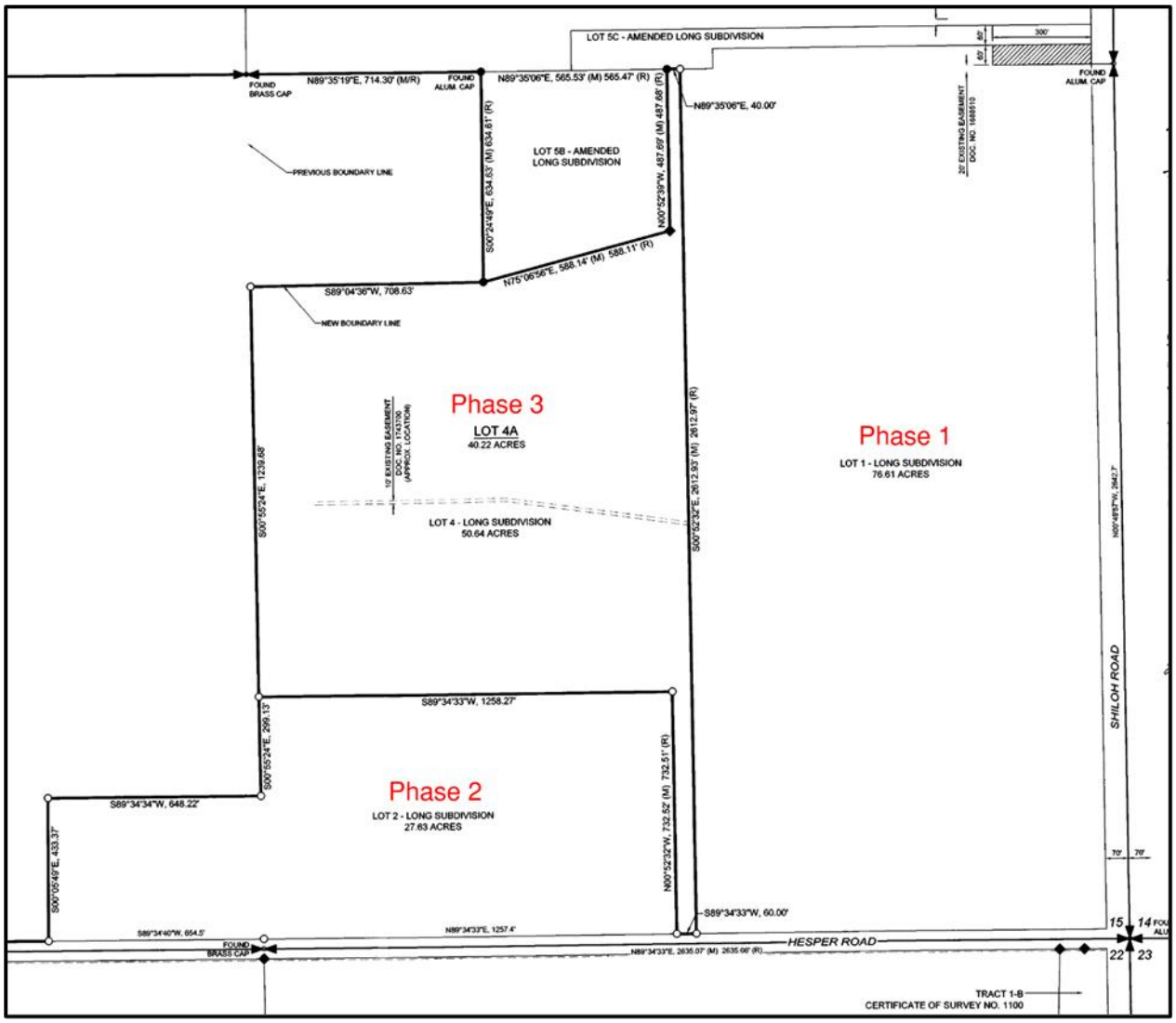
_____
Mike Nelson, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#26-02)

“Exhibit A”


LOT 5C - AMENDED LONG SUBDIVISION
FOUND BRASS CAP
N89°35'19"E, 714.30' (M/R)
FOUND ALUM. CAP
N89°35'06"E, 565.53' (M) 565.47' (R)
N89°35'06"E, 40.00'
FOUND ALUM. CAP
PREVIOUS BOUNDARY LINE
LOT 5B - AMENDED LONG SUBDIVISION
S00°24'49"E, 634.53' (M) 634.61' (R)
N00°52'39"W, 487.69' (M) 487.68' (R)
20' EXISTING EASEMENT DOC. NO. 1668510
N75°06'56"E, 588.14' (M) 588.11' (R)
S89°04'36"W, 708.63'
NEW BOUNDARY LINE
Phase 3
LOT 4A
40.22 ACRES
10' EXISTING EASEMENT DOC. NO. 1743706 (APPROX. LOCATION)
Phase 1
LOT 1 - LONG SUBDIVISION
76.61 ACRES
LOT 4 - LONG SUBDIVISION
50.64 ACRES
S00°55'24"E, 1239.68'
S00°52'34"E, 2612.93' (M) 2612.97' (R)
SHILOH ROAD
S89°34'33"W, 1258.27'
S00°55'24"E, 299.15'
Phase 2
LOT 2 - LONG SUBDIVISION
27.63 ACRES
S89°34'34"W, 648.22'
S00°05'49"E, 433.37'
N00°52'32"W, 732.52' (M) 732.51' (R)
S89°34'33"W, 60.00'
S89°34'40"W, 654.5'
N89°34'33"E, 1257.4'
FOUND BRASS CAP
N89°34'33"E, 2635.07' (M) 2635.06' (R)
HESPER ROAD
15
14
22
23
TRACT 1-B
CERTIFICATE OF SURVEY NO. 1100

Outlook

[EXTERNAL] City Zone Change 1079 - Request for City Council Delay to May 11

From Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Date Fri 4/10/2026 12:11 PM
To Vickers, Anna <VickersA@billingsmt.gov>; Kelly, Hunter <KellyH@billingsmt.gov>; Westrope, Tyler <westropet@billingsmt.gov>
Cc Long, Mack <mack.long@kniferiver.com>

Hunter and Tyler,

This email is being sent to formally request that the City Zone Change 1079 at the intersection of Shiloh and Hesper Road be delayed to action at the May 11th City Council meeting instead of its current scheduled date of April 27th. This delay is being requested to allow additional time for the landowner and the City to work out final details of the development agreement.

Thanks, and please let me know if anything additional is needed to facilitate this request.

Kolten L. Knatterud
IMEG | Principal / Client Executive

IMEG

550 N 31st Street | Suite 111 | Billings, MT 59101

(406) 290-9664

Kolten.L.Knatterud@imegcorp.com

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vCard | map |
regional news

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City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Annexation 26-03, Resolution to Annex Lots 3 and 4, Barber Farm Sub.
PRESENTED BY: Hunter Kelly, Planner 1
Department: Planning & Community Services
Presentation: Yes
Legal Review: No
Project Number: PZX-26-00050

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

This is a request for a phased annexation of Lots 3 and 4 of Barber Farm Subdivision on the north side of Central Ave. East of 48th St. Phase 1 includes approx. 26 acres currently zoned agriculture. This annexation is being done alongside a zone change and will have a future subdivision in order to create a mixed-use development. Although a joint hearing will be held on the annexation and zone change, City Council is required to take two separate actions.

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

Performance Engineering, on behalf of Donna Maria Barber-Schneider, Diana Lynee Browne, and Karin Ellen Barber, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located north of Central Avenue, south of Broadwater Avenue, and west of 44th Street West.The land is proposed to be annexed through a phased annexation process is described as being Lot 3 and Lot 4 of Barber Farm Subdivision situated in the E 1/2 of the SW 1/4 of Section 03, Township 01 South, Range 25 East, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Phase I

A portion of Lot 3 of Barber Farm Subdivision situated in the E1/2 of the SW1/4 of Section 03, Township 01 South, Range 25 East, P.M.M., Yellowstone County, Montana, more particularly described as follows: Commencing at the south quarter corner of said Section 3, said point being the Point of Commencement ; thence N 89 °34 '51"W following the section line common to Section 3 and Section 10 a distance of 333.3 1 feet; thence N89°34'51"W following the same line a distance of 70.42 feet; thence N00°25'09"E a distance of 40.00 feet, to Point of Beginning #1; thence S89°34'51"E following the north right-of-way line for Central Avenue a distance of 70.00 feet; thence N00°10'29 "W following the eastern boundary of Barber Farm Subdivision a distance of 1377.35 feet; thence S89°45'43"W a distance of 126. 69 feet; thence N00°14'17"W a distance of 27.88 feet; thence S89°47'16"W a distance of 749.65 feet; thence S00°14'17" E a distance of 18.65 feet; thence S89°45'43"W a distance of 124. 17 feet; thence S00°18'05"E following the eastern boundary of Sundance Subdivision a distance of 1375.47 feet; thence S89 °34'51"E following the north right -of -way line for Central Avenue a distance of 70.01 feet; thence N00°18'05"W a distance of 279.51 feet; thence N44°41'55"E a distance of 14.14 feet; thence N89°41'55"E a distance of 381.62 feet; thence S00°18'05"E a distance of 4.00 feet; thence N89°41'55"E a distance of 456.49 feet; thence S45°14'17"E a distance of 14.13 feet; thence S00°10'29"E a distance of 286.30 feet, back to Point of Beginning #1, including all adjacent rights-of-way.

Said annexation boundary contains gross area of 26. 20 acres and a net area of 21.84 acres, more or less.

PHASE II contains both a south and north portion.

Phase II (South):

Commencing at the south quarter corner of said Section 3, said point being the Point of Commencement ; thence N89°34'51"W following the section line common to Section 3 and Section 10 a distance of 333.31 feet; thence N89°34'51"W following the same line a distance of 70.42 feet; thence N00°25'09"E a distance of 40.00 feet, to Point of Beginning #1; thence N89°34'51"W following the northern boundary of the right -of -way for Central Avenue a distance of 197.57 feet; thence N00°11'49"W following the eastern boundary of Lot 2 of Barber Farm Subdivision a distance of 260.74 feet; thence N89°34'51"W following the northern boundary of Lots 1 and 2 of Barber Farm Subdivision a distance of 267.35 feet; thence S00°11'49"E following the western boundary of Lot 1 of Barber Farm Subdivision a distance of 260.74 feet; thence N89°34'51"W following the northern boundary of the right-of-way for Central Avenue a distance of 392.61 feet; thence N00°18'05"W a distance of 279.51 feet; thence N44°41'55"E a distance of 14.14 feet; thence N89°41'55"E a distance of 381.62 feet; thence S00°18'05"E a distance of 4.00 feet; thence N89°34'51"W a

distance of 56.49 feet; thence S45°14'17"E a distance of 14.13 feet; thence S00°10'29"E a distance of 286.30 feet back to Point of Beginning #1, including all adjacent rights-of-way.

Said annexation boundary contains a gross area of approximately 4.16 acres and a net area of 3.89 acres, more or less.

Phase II (North):
Commencing at the south quarter corner of said Section 3, said point being the Point of Commencement; thence N89°34'51"W following the section line common to Section 3 and Section 10 a distance of 333.31 feet; thence N00°10'29 "W a distance of 40.00 feet; thence N00°10'29"W a distance of 1377.35 feet following the eastern boundary of Barber Farm Subdivision, said point being Point of Beginning #2; thence S89°45'43"W a distance of 126. 69 feet; thence N00°14'17"W a distance of 27.88 feet; thence S89°47'16"W a distance of 749.65 feet; thence S00°14'17" E a distance of 18.65 feet; thence S89°45'43"W a distance of 124. 17 feet; thence N00°18'05W following the eastern boundary of Sundance Subdivision a distance of 1225.10 feet; thence S89°39'24"E following the northern boundary of Broadwater Avenue right -of -way a distance of 1003.27 feet; thence S00°10'29"E following the eastern boundary of Barber Farm Subdivision a distance of 1224.48 feet, back to said Point of Beginning #2, including all adjacent rights-of-way

Said annexation boundary contains a gross area of approximately 27.77 acres and a net area of 23.21 acres, more or less.

Said annexation contains a gross area of 58.13 acres and a net area of 48.94 acres including all adjacent rights-of-way, more or less.

The property is currently zoned A - Agriculture. This is not a zoning district recognized by the City. This annexation petition is being filed in conjunction with a Planned Neighborhood Development (Zone Change 1078) from Agriculture (A) to a combination of zoning districts, including Corridor Mixed Use 1 (CMU1), Mixed Residential 1 (NX1), Mid-Century Residential (N2), Suburban Neighborhood (N3), and Parks and Open Space 1 (P1).

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.*
    - This is stipulated in the Annexation Agreement and Subdivision Improvement Agreement of Central Avenue Subdivision. The proposed subdivision will be heard at a future meeting.
3. *Existing or proposed public improvements within the area to be annexed must meet City standards.*
    - This is stipulated in the Annexation Agreement and Subdivision Improvement Agreement of Central Avenue Subdivision, which will be heard at a future meeting.
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 in the Annexation Agreement and Subdivision Improvement Agreement of Central Avenue Subdivision, which will be heard at a future meeting.
5. *All residential property owners within the area to be annexed must create or join an existing park maintenance district.*
    - The proposed annexation falls within the 1.5 mile "Benefited Area" of Cottonwood Park. The developer was asked if they would like to make a contribution to the development and/or maintenance of Cottonwood Park. The developer has elected not to make a contribution to Cottonwood Park. This contribution would have been in addition to the existing requirements for open space and parkland within the subdivision and zoning regulations. Due to the Planned Neighborhood Development requirements within the City of Billings Zoning Regulations the developer has provided private open space and will create or join a park maintenance district as determined by the Parks Department.
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 2016 Growth Policy identifies three growth scenarios: High Density, Low Density, and Public Preferred. The High Density scenario envisions up to 16 dwelling units per acre, while the Low Density scenario identifies approximately 5 dwelling units per acre. The Public Preferred scenario targets roughly 9 dwelling units per acre. The proposed development includes a proposal for approximately 360 dwelling

units on 58.1(gross) acres, resulting in approximately 6 dwelling units/acre, which is closer to the Low Density scenario, reflecting a balanced approach to neighborhood scale and intensity.

7. *The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy*.
    1. Essential Investments:
        - Infill development and development near existing City infrastructure may be the most cost-effective.
        - Neighborhoods that are safe and attractive and provide essential services are much desired.
        - Mobility and Access (transportation choices in places where goods and services are accessible to all).
    2. Prosperity:
        - Community investments that attract and retain a strong, skilled, and diverse workforce also attracts businesses.
    3. Strong Neighborhoods;
        - Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools, and public gathering spaces foster health, goodwill and social interaction.
        - Neighborhoods that are safe and attractive and provide essential services are much desired. Implementation of the Infill Policy is important to encourage the development of underutilized properties.

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 the design and construction of a sanitary sewer main and a water main in Central Avenue along the frontage of the above-described property.
- *Stormwater*: Any development will be compliant with the adopted Stormwater Management Manual.
- *Transportation*: The Developer Tract will be accessed from Central Avenue & Broadwater Avenue. The public rights-of-way along Central Avenue & Broadwater Avenue will be 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 2.20 road miles or 5 minutes driving time to the subject property.
- *Parks*: Parkland is being provided as part of the PND zoning change.
- *School facilities*: Meadowlark Elementary School will provide educational services for elementary students, with 644 enrolled students out of a capacity of 460 students. Ben Steele Middle School will provide educational services for middle school students, with 738 enrolled students out of a capacity of 750 students. West End high school will provide education services for high school students, with 2176 enrolled students out of a capacity of 1731 students.

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.

- *Transit*: The annexed area is not directly serviced by a MET Route. The nearest route is .75 miles away at the intersection of Shiloh Road and Central Avenue, which is the nearest accessible point to the property.
- *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.

PHASING
The annexation will be applied in two phases, as described in the legal description and exhibit. Public improvements associated with these phases shall be constructed or monetarily guaranteed prior to opening the phase.

FISCAL EFFECTS
This application has no financial 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 March 2nd, 2026, the annexation petition was submitted to the Planning Division by the owner's agent. On April 27th, 2026, the City Council is scheduled to take action on the petition.

Action tonight approves the annexation plan in whole, however, the annexation is phased. The annexation approval does not annex immediately all involved parcels, but rather identifies two phases for annexation. Phase 1 consists of a portion of Lot 3 of Barber Farm Subdivision, including all adjacent rights of way. Phase 2 conditions of approval are part of the associated Annexation Agreement. It is anticipated a forthcoming subdivision will employ the use of phases. If the subdivision phases do not align with the existing parcels and legal description of Phase I, the Resolution of Annexation will have to be amended by City Council to reflect the new boundary.

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;

WHEREAS, the annexation is part of a Planned Neighborhood Development ("PND") and overall development plan in accordance with BMCC (27-800); and

WHEREAS, the developer desires a phased development; 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 TO BE ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed, subject to the conditions set forth in paragraph 2 and the phased effective dates in paragraph 3, to the City of Billings:

Phase I

A portion of Lot 3 of Barber Farm Subdivision situated in the E1/2 of the SW1/4 of Section 03, Township 01 South, Range 25 East, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Commencing at the south quarter corner of said Section 3, said point being the Point of Commencement; thence N 89˚34 '51"W following the section line common to Section 3 and Section 10 a distance of 333.31 feet; thence N89°34 '51"W following the same line a distance of 70.42 feet; thence N00°25'09"E a distance of 40.00 feet, to Point of Beginning #1; thence S89°34'51"E following the north right-of-way line for Central Avenue a distance of 70.00 feet; thence N 00 ˚10 '29 "W following the eastern boundary of Barber Farm Subdivision a distance of 1377.35 feet; thence S89°45'43"W a distance of 126. 69 feet; thence N00°14'17"W a distance of 27.88 feet; thence S89°47'16"W a distance of 749.65 feet; thence S 00°14'17" E a distance of 18.65 feet; thence S89°45'43"W a

distance of 124.17 feet; thence S00°18’05”E following the eastern boundary of Sundance Subdivision a distance of 1375.47 feet; thence S89°34’51”E following the north right-of-way line for Central Avenue a distance of 70.01 feet; thence N00°18’05”W a distance of 279.51 feet; thence N44°41’55”E a distance of 14.14 feet; thence N89°41’55”E a distance of 381.62 feet; thence S00°18’05”E a distance of 4.00 feet; thence N89°41’55”E a distance of 456.49 feet; thence S45°14’17”E a distance of 14.13 feet; thence S00°10’29”E a distance of 286.30 feet, back to Point of Beginning #1, including all adjacent rights-of-way.

Said annexation boundary contains gross area of 26. 20 acres and a net area of 21.84 acres, more or less.

Phase II

Portions of Lot 3 and all of Lot 4 of Barber Farm Subdivision situated in the E1/2 of the SW1/4 of Section 03, Township 01 South, Range 25 East, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Phase II (South):
Commencing at the south quarter corner of said Section 3, said point being the Point of Commencement; thence N89˚34’51”W following the section line common to Section 3 and Section 10 a distance of 333.31 feet; thence N89°34’51”W following the same line a distance of 70.42 feet; thence N00°25’09”E a distance of 40.00 feet, to Point of Beginning #1; thence N89°34’51”W following the northern boundary of the right-of-way for Central Avenue a distance of 197.57 feet; thence N00 °11’49”W following the eastern boundary of Lot 2 of Barber Farm Subdivision a distance of 260.74 feet; thence N89°34’51”W following the northern boundary of Lots 1 and 2 of Barber Farm Subdivision a distance of 267.35 feet; thence S00°11’49”E following the western boundary of Lot 1 of Barber Farm Subdivision a distance of 260.74 feet; thence N89°34’51”W following the northern boundary of the right-of-way for Central Avenue a distance of 392.61 feet; thence N00°18’05”W a distance of 279.51 feet; thence N44°41’55”E a distance of 14.14 feet; thence N89°41’55”E a distance of 381.62 feet; thence S00°18’05”E a distance of 4.00 feet; thence N89°34’51”W a distance of 56.49 feet; thence S45°14’17”E a distance of 14.13 feet; thence S00°10’29”E a distance of 286.30 feet back to Point of Beginning #1, including all adjacent rights-of-way.

Said annexation boundary contains a gross area of 4.16 acres and a net area of 3.89 acres, more or less.

Phase II (North):
Commencing at the south quarter corner of said Section 3 , said point being the Point of Commencement; thence N89˚34’51”W following the section line common to Section 3 and Section 10 a distance of 333.31 feet; thence N00°10’29 ”W a distance of 40.00 feet; thence N00°10’29”W a distance of 1377.35 feet following the eastern boundary of Barber Farm Subdivision, said point being Point of

Beginning #2; thence S89°45’43”W a distance of 126. 69 feet; thence N 00 °14’17”W a distance of 27.88 feet; thence S89°47’16”W a distance of 749.65 feet; thence S 00°14’17” E a distance of 18.65 feet; thence S89°45’43”W a distance of 124. 17 feet; thence N00°18’05W following the eastern boundary of Sundance Subdivision a distance of 1225.10 feet; thence S89°39’24”E following the northern boundary of Broadwater Avenue right-of-way a distance of 1003.27 feet; thence S00°10’29”E following the eastern boundary of Barber Farm Subdivision a distance of 1224.48 feet, back to said Point of Beginning #2, including all adjacent rights-of-way.

Said annexation boundary contains a gross area of 27.77 acres and a net area of 23.21 acres, more or less.

Said annexation contains a gross area of 58.13 acres and a net area of 48.94 acres including all adjacent rights-of-way, more or less.

See Exhibit “A” attached.

2. CONDITIONS. The annexations are approved, subject to the following conditions:

> Within 45 working days of adoption of this Resolution 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, provide guidance for the effectiveness of Phase 2 of Annexation 26-03 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 this resolution shall be null and void and shall have no effect. Any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

3. TERRITORY TO BE ANNEXED IN PHASES. The annexations of the above-described territories shall become effective in phases as described below and as provided in the Annexation Agreement.

   a. The annexation of the territory described in paragraph 1 as “Phase 1” shall be effective immediately upon satisfaction of the conditions stated above in paragraph 2. If the conditions are not satisfied, this resolution shall be null and void and shall have no effect.

   b. The annexation of the territory described in paragraph 1 as “Phase 2” shall be effective on December 31, 2031. Annexation of the territory described in

paragraph 1 as “Phase 2” may be effective earlier upon written request of the developer and satisfaction of the terms and conditions of the Development Agreement. Upon acceptance and approval of the written request to be annexed, the City will notify the Montana Department of Revenue (DOR), City of Billings Geographic Information Services (GIS), and the Yellowstone County Clerk and Recorder (“Clerk and Recorder”) of the effective date of annexation prior to any development.

4. EFFECTIVE DATE.
   This resolution 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.

5. 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 27th Day of April, 2026.

CITY OF BILLINGS:

BY: _____

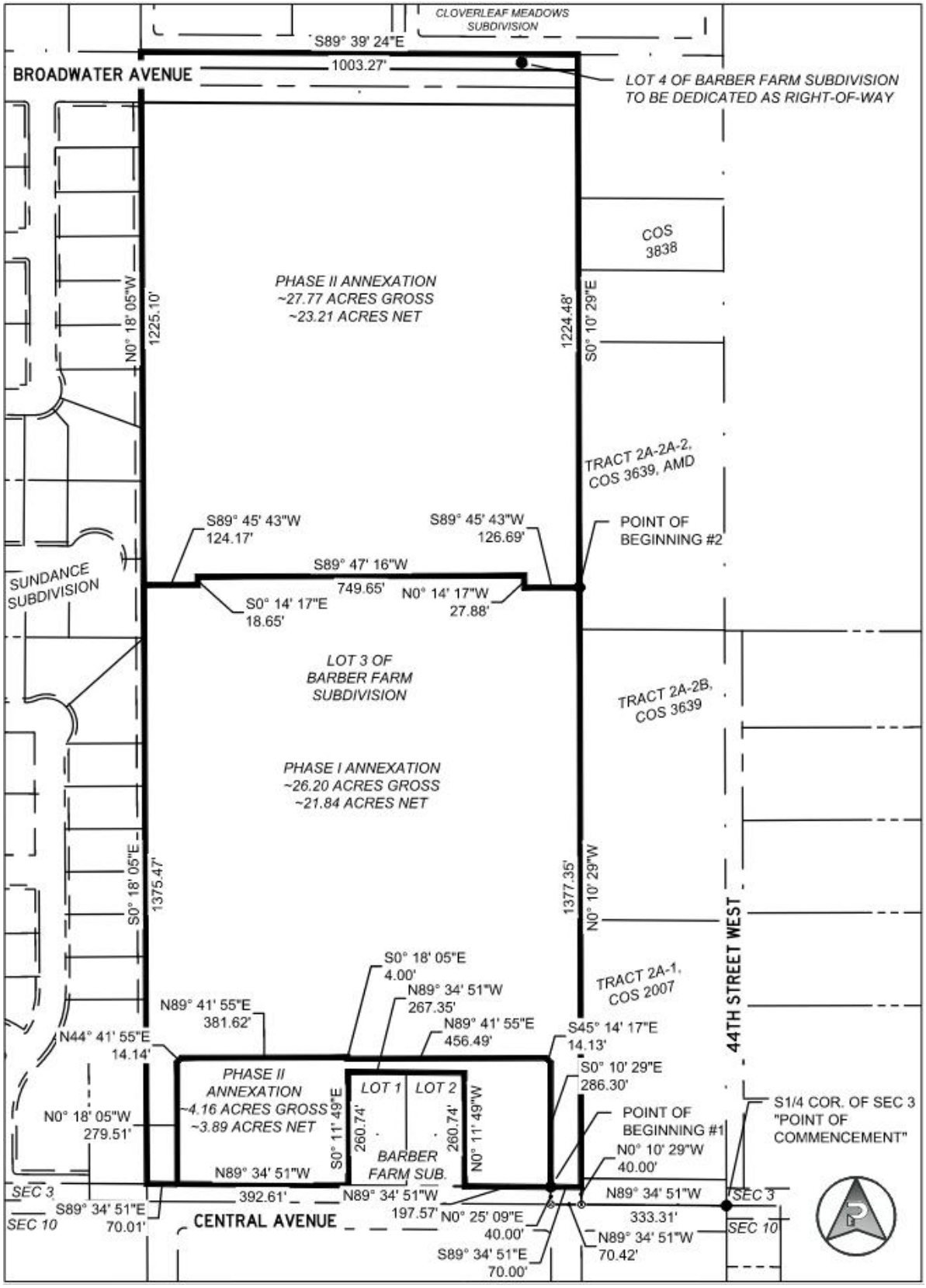
Mike Nelson, Mayor

ATTEST:

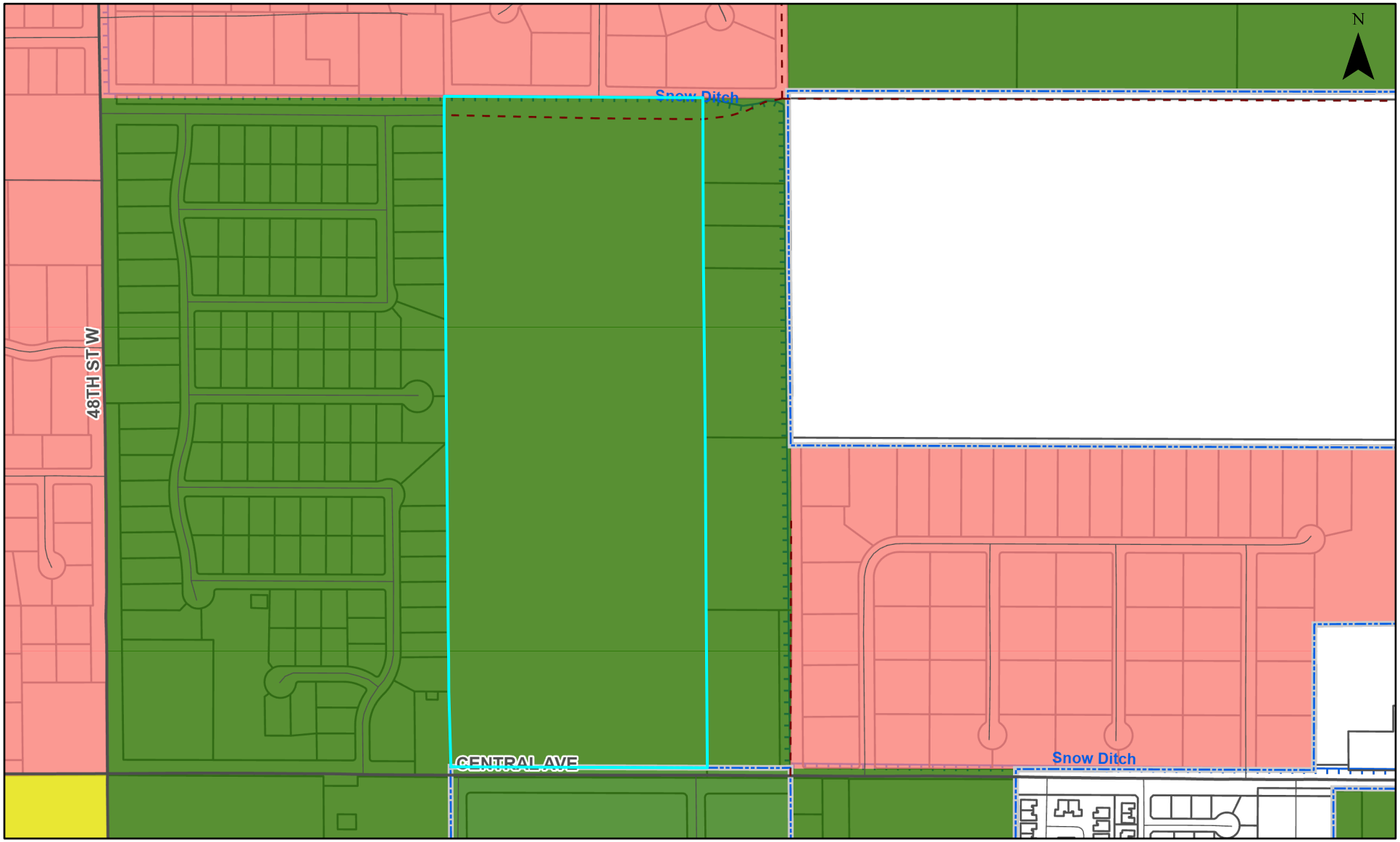
BY: _____

Denise R. Bohlman, City Clerk
(# 25-06)

Exhibit "A"


CLOVERLEAF MEADOWS SUBDIVISION
S89° 39' 24"E
1003.27'
BROADWATER AVENUE
LOT 4 OF BARBER FARM SUBDIVISION TO BE DEDICATED AS RIGHT-OF-WAY
COS 3838
PHASE II ANNEXATION
~27.77 ACRES GROSS
~23.21 ACRES NET
N0° 18' 05"W
1225.10'
1224.48'
S0° 10' 29"E
TRACT 2A-2A-2, COS 3639, AMD
S89° 45' 43"W
124.17'
S89° 45' 43"W
126.69'
POINT OF BEGINNING #2
S89° 47' 16"W
749.65'
S0° 14' 17"E
18.65'
N0° 14' 17"W
27.88'
SUNDANCE SUBDIVISION
LOT 3 OF BARBER FARM SUBDIVISION
TRACT 2A-2B, COS 3639
PHASE I ANNEXATION
~26.20 ACRES GROSS
~21.84 ACRES NET
S0° 18' 05"E
1375.47'
1377.35'
N0° 10' 29"W
44TH STREET WEST
S0° 18' 05"E
4.00'
N89° 34' 51"W
267.35'
TRACT 2A-1, COS 2007
N89° 41' 55"E
381.62'
N89° 41' 55"E
456.49'
S45° 14' 17"E
14.13'
N44° 41' 55"E
14.14'
PHASE II ANNEXATION
~4.16 ACRES GROSS
~3.89 ACRES NET
LOT 1
LOT 2
S0° 10' 29"E
286.30'
S0° 11' 49"E
260.74'
260.74'
N0° 11' 49"W
BARBER FARM SUB.
POINT OF BEGINNING #1
S1/4 COR. OF SEC 3 "POINT OF COMMENCEMENT"
N0° 18' 05"W
279.51'
N0° 10' 29"W
40.00'
N89° 34' 51"W
SEC 3
SEC 10
S89° 34' 51"E
70.01'
392.61'
N89° 34' 51"W
197.57'
N0° 25' 09"E
40.00'
N89° 34' 51"W
333.31'
SEC 3
SEC 10
CENTRAL AVENUE
S89° 34' 51"E
70.00'
N89° 34' 51"W
70.42'

Limits of Annexation



Legend

Limits of Annexation

AlternateName

Zone 1 Petition Area

Zone 2 Long Range Area

Zone 3 County Developed Area

Streams, Ditches, Canals

Canal or Ditch

Concrete Box Culvert

Creek or Slough

Drain

Pipe

Other

Water Body

Castlerock Reservoir

Tax Parcels

Billings City Limits

Airport Hard Surface

Road Centerline

INTERSTATE

INTERSTATE RAMP

US ROUTE or STATE HIGHWAY

ARTERIAL

COLLECTOR

STREET

PROPOSED ROAD

UNDEVELOPED ROAD

PLACEHOLDER

Railroad

0 0.17 0.35 mi

Date: 11/3/2025

CITY OF Billings

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: City Zone Change 1078- Barber Farm Sub-PND-MU Ag to CMU1, NX1, N2, N3 and P1
PRESENTED BY: Karen Husman
Department: Planning & Community Services
Presentation: Yes
Legal Review: Yes
Project Number: PZX-26-00049

RECOMMENDATION

Zoning Commission recommends approval of Zone Change 1078 and adoption of the findings of the ten review criteria.

EXECUTIVE SUMMARY

This is a zone change request from county zoning of Agriculture (A) to Corridor Mixed-Use 1 (CMU1), Mixed Residential 1 (NX1), Mid-Century Residential (N2), Suburban Neighborhood Residential (N3), and Parks and Open Space 1 (P1) on 58.1 acres. The property is generally located north of Central Avenue and west of 44th Street W. The proposed Mixed-Use PND will include 5.2 acres of CMU1 on the Central Avenue frontage, 2.4 acres of NX1, 23.7 acres of N2, 23.6 acres of N3, and 3.2 acres of P1.

The proposal aligns with the 2016 Billings Growth Policy and the 2001 West Billings Neighborhood Plan, both of which encourage compatible land uses, a range of housing options, varied development densities, and more walkable neighborhoods connected to services and alternative transportation.

The plan proposes commercial development along Central Avenue with medium-density residential areas extending north into the property, supporting neighborhood services and expanding housing opportunities. The property is within the City's Limits of Annexation (Zone 1), with annexation occurring concurrently with the zone change. Future subdivision and Master Site Plan reviews will address infrastructure, traffic, utilities, and site design to ensure coordinated and well-planned development as City services continue expanding in the area.

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

This is a zone change request from county zoning of Agriculture (A) to Corridor Mixed-Use 1 (CMU1), Mixed Residential 1 (NX1), Mid-Century Residential (N2), Suburban Neighborhood Residential (N3), and Parks and Open Space 1 (P1) on 58.1 acres. The property is generally located north of Central Avenue and west of 44th Street W. The proposed Mixed-Use PND will include 5.2 acres of CMU1 on the Central Avenue frontage, 2.4 acres of NX1, 23.7 acres of N2, 23.6 acres of N3, and 3.2 acres of P1.

This area of Billings has experienced a great deal of growth and development over the past decade. Housing demand has reached a high level while supply of all types of housing choices has not kept up with the demand. Development on the edge of the City of Billings (City) presents challenges, including ensuring appropriate transitions between adjacent county properties and new urban neighborhoods. While these transitions do not require homogeneity, the development plan will include buffering, connectivity that supports the planned network in the neighborhood and existing and needed right of way (ROW) dedications.

The 2016 Billings Growth Policy and the 2001 West Billings Neighborhood Plan both support the intent of the proposed Mixed Use PND zoning. The West Billings Neighborhood Plan goals and objectives emphasizes providing a range of housing choices and development densities, goals supported by the proposed zone change. Similarly, the 2016 Billings Growth Policy supports a broad range of housing choices, encourages more walkable neighborhoods with connectivity to other transportation options and neighborhood services, and building the community fabric through urban designed public spaces, objectives also supported by the proposed zoning. Providing commercial zoning along Central Avenue, with medium density residential development north into the interior of the property fits well with providing urban services and housing choices.

The subject property is located within the City's Limits of Annexation (Zone 1), with the annexation petition proceeding concurrently with the proposed zone change. Following annexation and zoning, the property will undergo subdivision review to evaluate traffic impacts, connectivity, public utilities, and other applicable design requirements. Development of multiple structures on individual lots will require Master Site Plan approval, which will address overall site layout, including roadway design, building placement, landscaping, and utility infrastructure.

Although located at the edge of the City, the area has seen recent extension of City services beginning in 2024 with the annexation of approximately 48 acres across Central Avenue. The property is therefore well-positioned for coordinated urban development, consistent with the City's long-range plans for infrastructure expansion, additional annexation along 48th Street West, and the extension of roadway and utility networks in the surrounding area.

APPLICATION DATA:
APPLICANT: Diane Brown, Donna Barber-Schneider, Karin Barber
AGENT: Taylor Kasperick, Performance Engineering
LEGAL DESCRIPTION: Parcel 1A of COS 2007; underwent county subdivision as Lot 3 of Barber Farm Subdivision located in S03, T01 S, R25 E
ADDRESS: N/A
CURRENT ZONING: Agricultural (Ag)
PROPOSED ZONING: CMU1, NX1, N2, N3 and P1
EXISTING LAND USE: Agriculture/Vacant
PROPOSED LAND USE: Mixed Use
SIZE OF PARCEL(S): 58.1 acres (approximately)

SURROUNDING LAND USE & ZONING:
NORTH Zoning: Rural Residential 1 (RR1, County)
NORTH Land Use: Residential
SOUTH Zoning: Corridor Mixed-Use 1 (CMU1), Mixed Residential 2 (NX2), and Large Lot Suburban Neighborhood Residential (N4, County)
SOUTH Land Use: Vacant land directly across Central Avenue with existing residential development further south.
EAST Zoning: Rural Residential 3 (RR3, County) and RR1
EAST Land Use: Residential
WEST Zoning: N4
WEST Land Use: Residential

ZONING CRITERIA SUMMARY
Before making a recommendation to the City Council, the Zoning Commission shall consider the following findings of the ten review criteria:
1) Is the new zoning designed in accordance with the Growth Policy?
The proposed PND-MU zoning is consistent with the 2016 Billings Growth Policy. The development supports the City's goals for housing diversity, walkable and safe neighborhoods, efficient use of infrastructure, and long-term economic vitality. The following sections summarize key Growth Policy goals.
Strong Neighborhoods:

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels in neighborhood areas.
- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction.
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, connectivity, pedestrian-scale streetlights, street trees and walkable access to public spaces.
- Neighborhoods that are safe and attractive and provide essential services are much desired.

Home Base:

- A mix of housing types that meet the needs of a diverse population is important.
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe.
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.
- Homes that are safe and sound support a healthy community.

Essential Investments

- Infill development and development near existing City infrastructure may be the most cost-effective.
- Neighborhoods that are safe and attractive and provide essential services are much desired.
- Infrastructure and service investments that stabilize or improve property values, secure future utility costs, consider maintenance costs, and improve environmental quality far into the future (i.e., energy efficient) are desirable.

The proposed zoning supports these objectives by providing a mix of residential types (single-family, duplex, and

multi-family units) to meet diverse population needs. The inclusion of CMU1 commercial uses creates convenient neighborhood destinations, fostering walkability and social interaction. Subdivision design standards will incorporate complete streets and pedestrian-scale lighting, ensuring safe streetscapes. By locating development near existing city infrastructure, the project uses public services efficiently and promotes orderly growth. Commercial and residential integration also contributes to long-term economic activity.

The 2016 Growth Policy identifies three growth scenarios: High Density, Low Density, and Public Preferred. The High Density scenario envisions up to 16 dwelling units per acre, while the Low Density scenario identifies approximately 5 dwelling units per acre. The Public Preferred scenario targets roughly 9 dwelling units per acre. The proposed development includes a proposal for approximately 360 dwelling units on 58.1(gross) acres, resulting in approximately 6 dwelling units/acre, which is closer to the Low Density scenario, reflecting a balanced approach to neighborhood scale and intensity.

The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed PND-MU for the property is consistent with the following adopted Policies of Planned Growth.
Goal 1: Establish Development Patterns that Use Land More Efficiently

- *Policy E Commercial nodes should contain business development sites of various sizes to accommodate a variety of businesses.*
- *Policy M Development in the West Billings planning area shall provide for a variety of residential types and densities.*
- *Policy R Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments.*

The proposed zoning is consistent with applicable policies by establishing a smaller-scale commercial node, consisting of approximately 2 acres of CMU1 located across Central Avenue and an additional 3.4 acres of CMU1 within the project site. This configuration accommodates a range of commercial uses while maintaining compatibility with surrounding development patterns.

The residential zoning districts of N2, N3, NX1, and CMU1 allow for densities ranging from 1 to 9 or more dwelling units per structure, supporting a variety of housing types in alignment with Policy M. Surrounding county residential subdivisions, including Cloverleaf and Sundance, exhibit densities ranging from just under 1 to slightly over 2 dwelling units per acre. In comparison, nearby City developments such as 44 West and Clearwater exceed 9 dwelling units per acre, while Twin Pines Condominiums are developed at approximately 6 dwelling units per acre.

At an overall density of approximately 6 dwelling units per acre, the proposed PND-MU provides an appropriate transition between lower-density county development and higher-density urban neighborhoods, while advancing the Comprehensive Plan's objective of providing a diverse mix of housing types and densities.

2) Is the new zoning designed to secure from fire and other dangers?
All zoning districts within the project, including CMU1, NX1, N2, N3 and P1, are subject to established setbacks/build-to, height restrictions, and building codes, which help maintain safe separation between structures and minimize fire and other hazards. Subdivision and Master Site Plan reviews ensure that streets and access points are designed to provide adequate emergency vehicle access throughout the development. Building design and materials will comply with the International Building Code and International Fire Code, which regulate safe egress and hydrant location.

3) Whether the new zoning will promote public health, public safety and general welfare?
The integration of residential and commercial uses promotes a more walkable neighborhood environment, providing convenient access to parks, open space, and services. This design supports opportunities for physical activity and social interaction, contributing to overall public health and well-being.

As noted in Criteria 2, the proposed zoning incorporates standards such as setbacks/build-to zones, building separation requirements, and height limitations, which collectively help reduce fire risk and other potential hazards. In addition, the Master Site Plan and subdivision review processes will ensure that streets, sidewalks, and access points are designed to accommodate emergency vehicle access and provide safe, efficient circulation for all users within the neighborhood. Utility infrastructure will also be reviewed to confirm adequate capacity, including the provision of fire hydrants, in compliance with City standards to support reliable emergency response.

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

Transportation: The applicant has prepared a Traffic Impact Study (TIS) in conjunction with the subdivision review process. The TIS evaluates nearby intersections to determine existing levels of service and assess the projected impacts of the proposed development. Where impacts are identified, the developer is required to provide a proportionate share contribution toward necessary improvements. These contributions are allocated to intersection and corridor upgrades in the surrounding area. Based on preliminary analysis of this subdivision, along with other recent Traffic Impact Studies conducted in the vicinity, improvements are anticipated to be necessary along the Central Avenue corridor due to existing traffic conditions and projected background growth.
Water and Sewer: The subdivisions of 44 West and Clearwater Estates to the south will be extending a 16" water main along Central Avenue, as well as a 10" sanitary sewer main. As part of the annexation agreement, the City evaluates water and sewer sizing for the proposed development while anticipating future development. Adequate provision of water and sewer are addressed within that agreement.
Schools and Parks: The proposed zoning designation itself will not directly impact schools or parks; however, future residential development on the property may. The addition of new housing units has the potential to affect nearby schools and park facilities. School District #2 was contacted for comment, and no response had been received at the time this report was prepared. Any potential impacts on the capacity of schools will depend on the demographics and family composition of residents occupying the new dwelling units once development is complete.
Fire and Police: The subject property will be served by city public safety services. The Police and Fire Departments were both contacted for comments on the proposed zone change. As of writing this report, no comments have been received from the Police or fire department.

5) Will the new zoning provide adequate light and air?
The proposed zoning is designed to maintain adequate light, air, and openness for all residents and adjacent properties. Each zoning district, CMU1, NX1, N2, N3 and P1, has established setbacks/build-to, height limits, and will regulate building placement and separation. These standards prevent overcrowding, ensure sunlight reaches streets and open spaces, and allow airflow throughout the development.

6) Will the new zoning effect motorized and non-motorized transportation?
Central Avenue is a principal arterial street. Most of the development west of Shiloh Road with access to Central Avenue is rural residential neighborhoods that are still actively used for agricultural purposes and large lot single family residential parcels. The average daily traffic count just west of Shiloh Road is less than 6,500 trips per day. The 2016 West End Multi-Modal Traffic Study (City/County) indicated long-term projects for Central Avenue from Shiloh Road to 48th St. West would include completion of a three-lane section (one lane each direction with a center turn lane) and a traffic control option (signal or roundabout) at 48th St. W and Central Avenue. Sidewalks and a multi-use side path along Central Avenue also will be part of the future improvements. As of now, this project is not identified within the City's Capital Improvements Plan. Streets will be designed in accordance with City standards, ensuring safe access for cars, buses, pedestrians and emergency vehicles. Subdivision and Master Site Plan reviews will evaluate traffic circulation, intersections, and connections to the surrounding street network to minimize congestion and maintain smooth vehicular flow.

7) Will the new zoning promote compatible urban growth?
The proposed zoning is designed to encourage compatible urban growth by providing a mix of residential and commercial uses. The combination of N2, N3, NX1, and CMU1 zoning allows a range of housing types from single-family and duplex units to multifamily units in mixed-use buildings providing a variety of housing choices. The proposed density of approximately 6 dwelling units per acre serves as a middle ground between lower-density county subdivisions to the north, east, and west, and higher-density city developments to the south. The commercial nodes are strategically located along Central Avenue to concentrate activity and reduce impacts on adjacent residential areas. The project will utilize existing streets, utilities, and city services efficiently, ensuring that growth occurs in an orderly manner without overextending public resources.

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 proposed uses. This area is experiencing rapid urban growth, with increasing demand for a variety of housing types, including townhomes, apartments, single family and attached homes, as well as local neighborhood and commercial services. The proposed CMU1 zoning along Central Avenue provides an appropriate location for neighborhood serving commercial uses, concentrating activity along a major corridor while minimizing impacts on adjacent residential areas by its location on an arterial street. The mix of residential zones (NX1, N2 and N3) offers a range of housing choices and densities that transition smoothly from lower-density county subdivisions to the north and west to higher-density city developments to the south.

9) Will the new zoning conserve the value of buildings?
The proposed zone, as do all zone districts, does not have a direct effect on the value of buildings or properties. The

proposed zoning includes development standards designed to promote compatible development and protect the value of existing and future buildings in the surrounding area. Requirements such as setbacks, build-to zones, building orientation, and height limitations help ensure that new structures are appropriately scaled and positioned in relation to neighboring properties. These standards guide how buildings address streets and adjacent development, reducing potential impacts such as excessive building mass, loss of light, or privacy concerns that could negatively affect nearby properties.

In addition, the mixed-use zoning framework encourages a coordinated pattern of development that integrates residential and neighborhood-serving commercial uses. Locating commercial uses along Central Avenue while transitioning to medium-density residential development toward the interior of the property creates a logical land use pattern that supports both neighborhood services and housing opportunities. This type of planned development can enhance accessibility to services, improve walkability, and support economic activity, all of which contribute to maintaining and potentially enhancing property values over time.

The zoning district's design standards and structured development pattern provide predictability for property owners and investors, helping to ensure that future development occurs in a manner consistent with the character and planning goals of the area. By promoting compatible land uses, thoughtful building placement, and quality site design, the proposed zoning is designed to support the long-term stability and value of buildings within the surrounding neighborhood.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed PND-MU with N2, N3, NX1, CMU1 and Public 1 zoning will encourage the most appropriate use of this land. The property is within the City's Limits of Annexation and is planned for urban development. Utilizing this land for a mix of residential and commercial uses leverages existing streets, utilities, and city services. As mentioned in prior criteria, the development provides a range of housing types and neighborhood-serving commercial spaces. This balance ensures the land supports multiple community needs while maintaining compatibility with surrounding properties.

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

STAKEHOLDERS
The applicant conducted a pre-application neighborhood meeting on February 23, 2026, at 6:00 p.m. at Emmanuel Baptist Church, 328 Shiloh Road. Thirty-four (34) individuals attended the meeting, not including the applicants. The required notification area for all new PND zone changes is one-quarter mile from the property boundary. In this case, more than 230 individual property owners and interested parties were notified of the pending zoning application.

During the meeting, the applicant's agent reviewed the history of the proposed land use application for zoning and annexation, including the previous submission and related public hearings. The application was withdrawn from the review process in November 2025 to allow additional time to evaluate concerns raised about the project and to explore alternative design options and refinements. The applicant discussed the concerns that had been identified and the steps taken to address them. Additional details are provided in the attached neighborhood meeting minutes.

Planning staff posted the zoning request sign on the property and mailed the required 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.

CITY ZONING COMMISSION
The Zoning Commission held a public hearing on April 7, 2026, where staff provided a 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.

Taylor Kasperick, the applicant's agent, provided an overview of the project. He stated that, in addition to the zone change and annexation, a subdivision application will be submitted in the future, which may require additional parkland dedication. He noted commitments were made within the annexation agreement to enhanced buffering for adjacent neighborhoods, including tree planting along the west and north boundaries, based on prior public input. The previously proposed connection to Bluegrass Drive has been removed at this time due to neighborhood concerns. The proposal includes primarily single-family residential zoning with allowances for duplexes, with an estimated yield of approximately 360 units, below the maximum allowable density. Final build-out may be lower to allow for spacing and

design considerations. The proposal is consistent with the 2016 Growth Policy. City infrastructure investments, including sewer and water extensions and planned traffic improvements at 48th Street and Central Avenue, support the development. A traffic impact study has been completed. Proposed amenities include open space and recreational features such as courts and playgrounds. He also stated that a mix of housing types, including rental options, is necessary to meet community demand and noted that studies do not support claims that multi-family housing reduces adjacent property values.

There were eleven members of the public present who commented on the application.
Public Comment Summary;

- Concerns were raised regarding increased traffic, particularly along Central Avenue and nearby intersections.
- Several speakers expressed concern about potential impacts on property values and neighborhood character.
- A request was made to delay acting on the application to allow time to prepare a protest petition.
- Some commenters supported the project, citing the need for additional and more affordable housing options within the community.

With no further public comment, Chairperson Brooks closed the hearing. Commissioner Megorden 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 Goss and passed by a 4-0 voice vote, with Commissioner McCall recusing himself due to a conflict of interest.

ALTERNATIVES

The City Council may take one of the following actions:

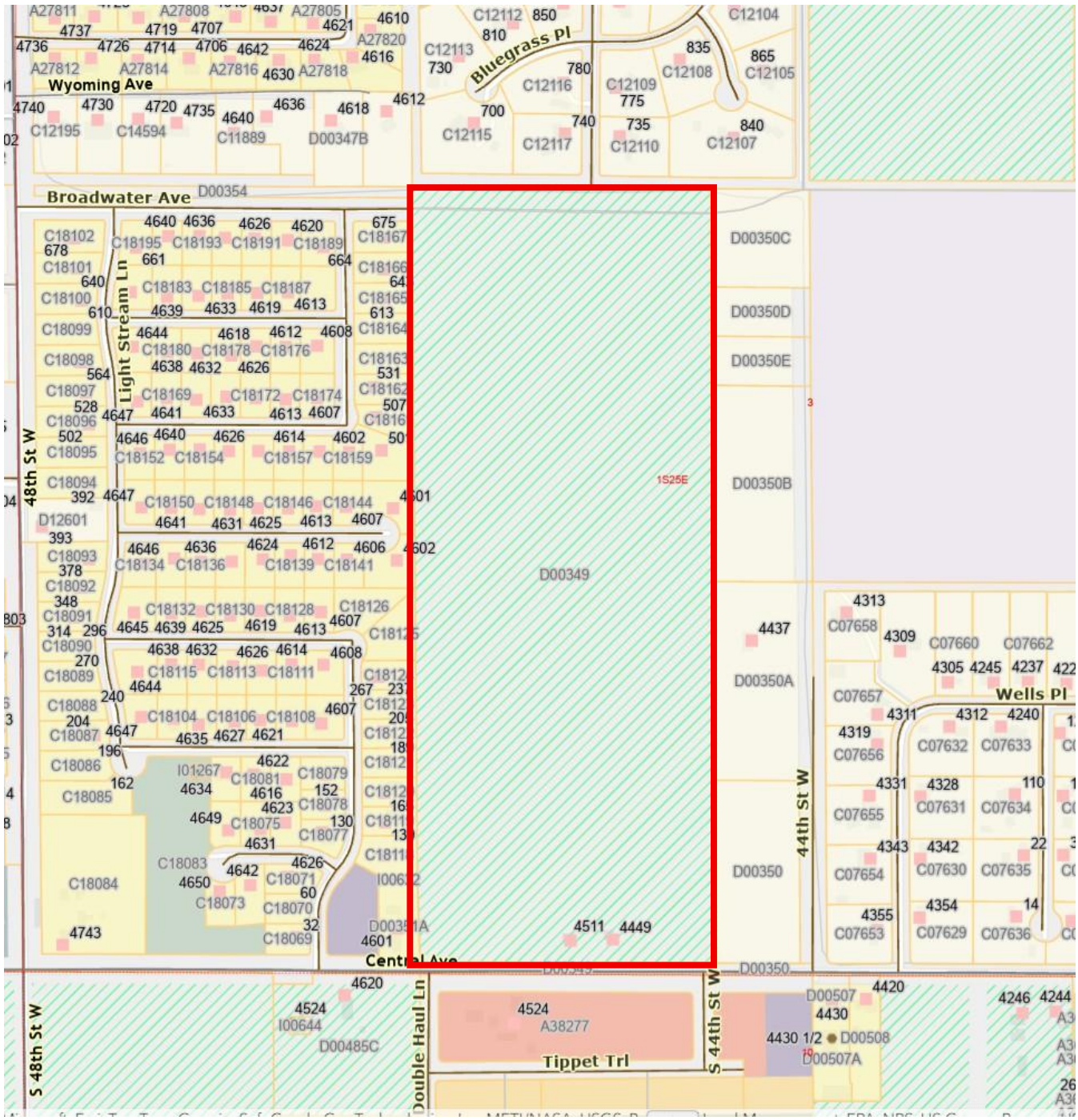
- Approve and adopt the findings of the ten review criteria for Zone Change 1078; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1078; or,
- Delay action on the zone change request to a certain date not more than 60 days in the future; or,
- Allow the applicant to withdraw the zone change request.

As of the time this report was submitted, the applicant has not requested a delay or withdrawal of the application.

Attachments

Zoning Map & Site Photos
Application & Applicant Letter
Neighborhood Meeting Info.
Developer Summary for Council
Applicant Draft Presentation
History
Resolution

Zone Change 1078 Attachments



Existing Zoning

Zone Change 1078 Attachments

PROPOSED PLANNED NEIGHBORHOOD DEVELOPMENT FOR

LOT 3 AND LOT 4 OF BARBER FARM SUBDIVISION

LOCATED SW 1/4 OF SECTION 3, T 01 S, R 25 E, P.M.M.
YELLOWSTONE COUNTY, MT

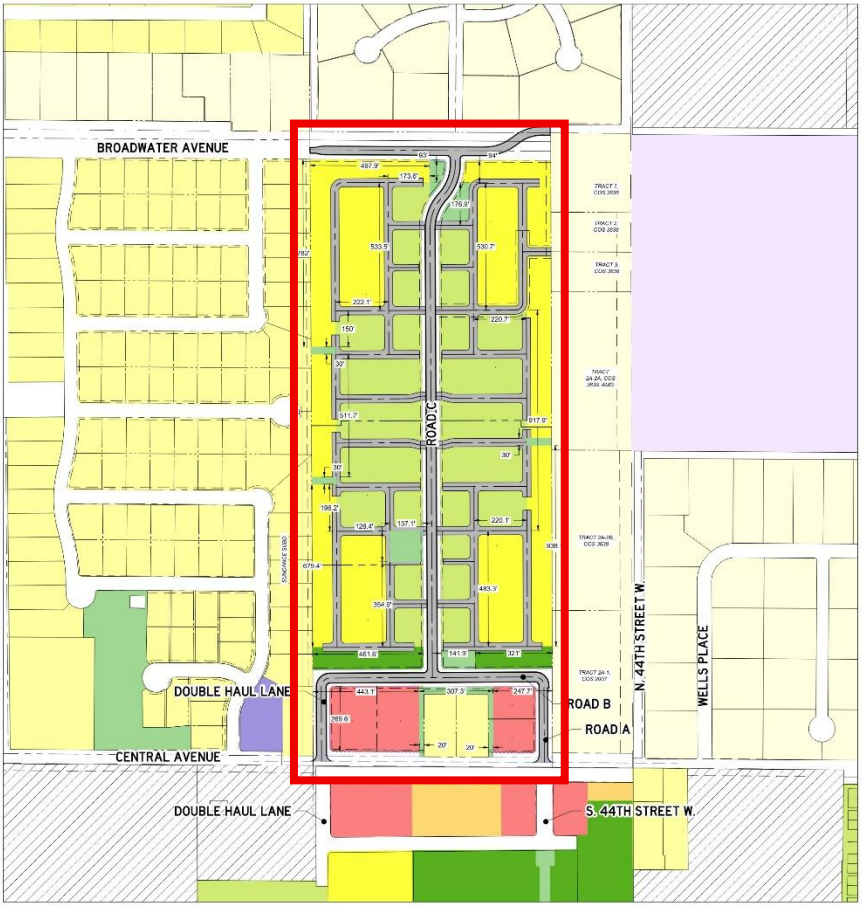
PREPARED FOR :
PREPARED BY : PERFORMANCE ENGINEERING, LLC



ZONING INFORMATION

ZONING DISTRICT	GROSS AREA	PERCENTAGE	NET AREA*	PERCENTAGE
CMU 1	5.2	9.0	3.4	6.9
N2	23.7	40.8	20.8	42.5
N3	23.6	40.6	21.1	43.1
NX1	2.4	4.1	1.7	3.5
P1	3.2	5.5	2.0	4.1
TOTAL	58.1	100.0	48.9	100.0

*NET ACREAGE IS GROSS MINUS PUBLIC ROAD RIGHT-OF-WAY.

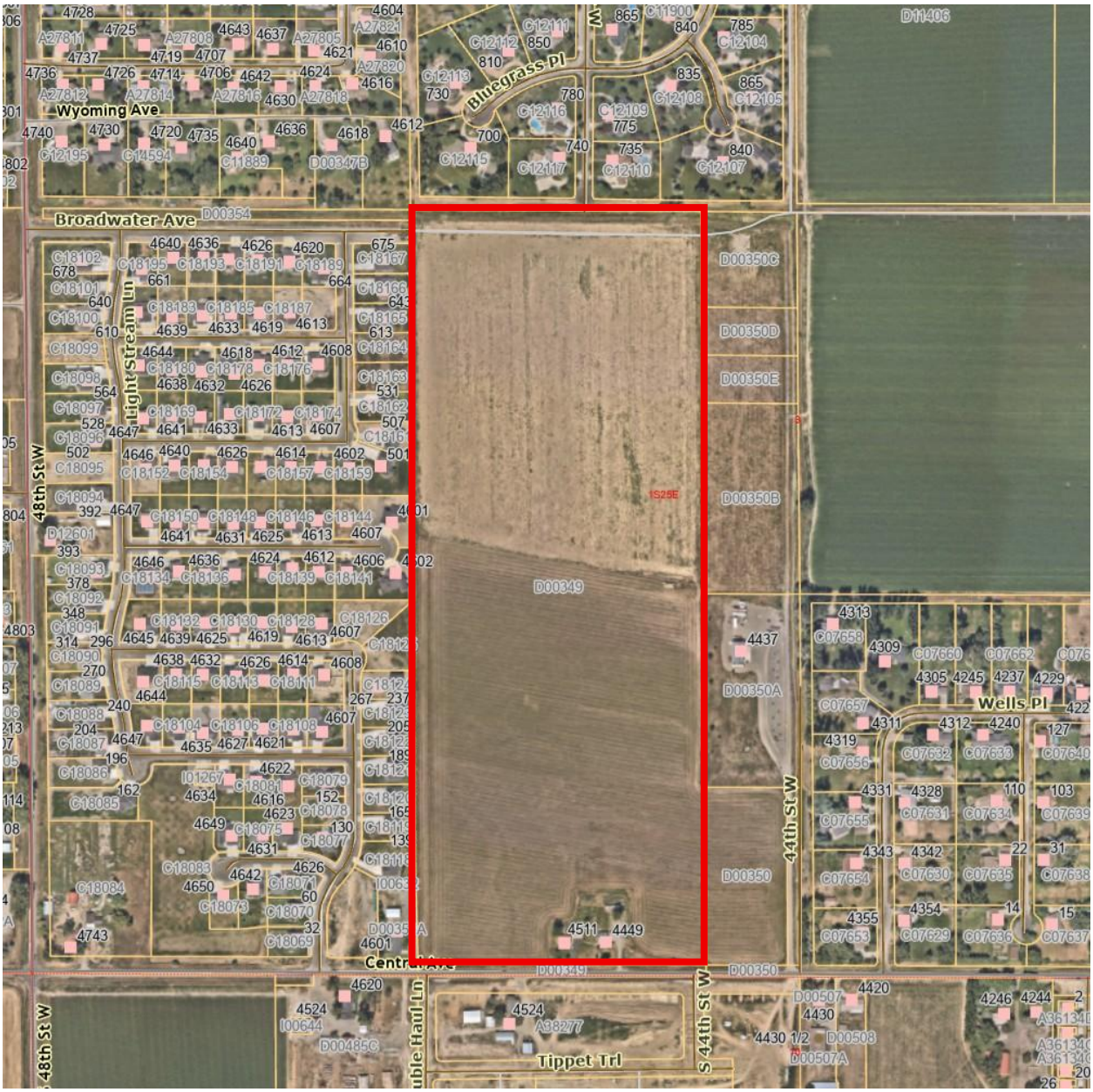


Proposed Zoning

- A - Agricutural (10+ acres)
- CMU1 - Corridor Mixed- Use
- N2 - Mid-Century Neighborhood
- N3 - Suburban Neighborhood
- N4 - Large Lot Suburban Neighborhood
- NMU - Neighborhood Mixed-Use
- NX1 - Mixed Residential 1 (1-4 du/structure)
- NX2 - Mixed Residential 2 (2-8 du/structure)
- P1 - Open Space, Parks, Recreation
- PD - Planned Development
- RR1 - Rural Residential (1 to 2.99 acres)
- RR3 - Rural Residential (3 to 9.9 acres)

SHEET 1 OF 1

Zone Change 1078 Attachments



Subject property

Zone Change 1078 Attachments





Looking North & West

Zone Change 1078 Attachments



Looking North & East



Looking North & West

Zone Change 1078 Attachments



Looking East

Zone Change 1078 Attachments

Docusign Envelope ID: 1136C501-A18E-8A67-83CC-F92702E438D2

CITY ZONE CHANGE APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change # 1078 Project # 26-00049

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning A - Agriculture

Proposed Zoning: CMU1, NX1, N2, N3 and P1

PARCEL TAX ID# D00349 CITY ELECTION WARD Ward 5

Legal Description of Property: Proposed Lot 3 and Lot 4 of Barber Farm Subdivision. The Land is being subdivided.

Address or General Location (If unknown, contact City Engineering): North of Central Avenue between 48th St and 44th St

Size of Parcel (Area square feet or acres): 58.13 ac gross, 48.94 ac net

Present Land-Use: Agriculture/Undeveloped

Proposed Land-Use: Commercial & Multi-Family

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

Owner(s) Diana Lynne Browne, Donna Marie Barber-Schneider, Karin Ellen Barber
(Record Owner)

PO Box 121, Hogeland, MT, 59529
(Address)

(406) 399-5971 dbrowne16@aol.com
(Phone Number) (email)

Agent(s): Taylor Kasperick, PE
(Name)

3412 Colton Blvd., Suite 202
(Address)

(406) 384-0080 taylor@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: Signed by: Diana Browne CE373A9BE43641A (Record Owner – Digital Signature Allowed) Date: 3/1/2026

PERFORMANCE ENGINEERING
3412 Colton Boulevard, Suite 202 • Billings, MT 59102 • 406-384-0080

March 2, 2026

Dear Members of the Zoning Commission and City Council:

This letter summarizes how the revised Planned Neighborhood Development (PND) and Annexation Application for Lots 3 and 4 of the Barber Farms Subdivision meets the applicable criteria of the City of Billings Growth Policy and zoning regulations.

The subject property is contiguous to existing City limits (City limits are currently immediately south) and located in an area where significant public infrastructure investments have already been made, including the Monad Sewer Extension (2023) and the Central Avenue Water Line Extension (2024). Development of this property represents orderly urban expansion that capitalizes on existing infrastructure and aligns with the Growth Policy's direction to encourage development within and adjacent to City limits where services can be efficiently extended.

In response to prior Council and neighborhood feedback, the proposal has been materially revised to improve compatibility:

- NX1 zoning has been removed along Broadwater Avenue.
- N3 zoning now fully encompasses the west, north, and east edges of the development to create a lower-intensity transition adjacent to Sundance Subdivision and Cloverleaf Meadows.
- The applicant will commit, through the Annexation Agreement, to enhanced buffering with increased tree planting density (1 tree per 40 feet) along shared subdivision boundaries.

These changes strengthen neighborhood compatibility and ensure an appropriate transition between County low-density subdivisions and the proposed urban development.

The project provides a balanced mix of housing types through NX1, N2, and N3 districts. The anticipated overall density of approximately 6.9 dwelling units per acre falls between traditional low-density development and medium-density thresholds identified in City planning efforts including the 2016 Growth Policy as well as the forthcoming Billings 2045 Land Use Plan and Future Land

Use Map. This density supports housing diversity while remaining compatible with surrounding development patterns.

The PND also clearly depicts parkland and open space exceeding the required 2% minimum. Park areas are sized to accommodate programmable amenities such as courts and playgrounds, addressing prior concerns and supporting community livability objectives.

With respect to transportation, coordination with City Planning and Engineering staff confirms that a connection to Bluegrass Drive West is not required at this time. Future connectivity options remain available without imposing immediate impacts on existing neighborhoods.

In summary, the revised PND and Annexation:

- Promote logical, contiguous growth,
- Utilize existing infrastructure investments,
- Provide compatible zoning transitions and enhanced buffering,
- Exceed minimum open space requirements,
- Offer a mix of housing types and planned density consistent with the City's Growth Policy,
- Support fiscally responsible expansion of the City's tax base.

Based on these factors, the application is consistent with the City of Billings Growth Policy and zoning framework and meets the applicable approval criteria.

Respectfully submitted,

Taylor Kasperick, PE
Project Manager

PERFORMANCE ENGINEERING
3412 Colton Blvd., Suite 202 • Billings, MT 59102 • 406-384-0080

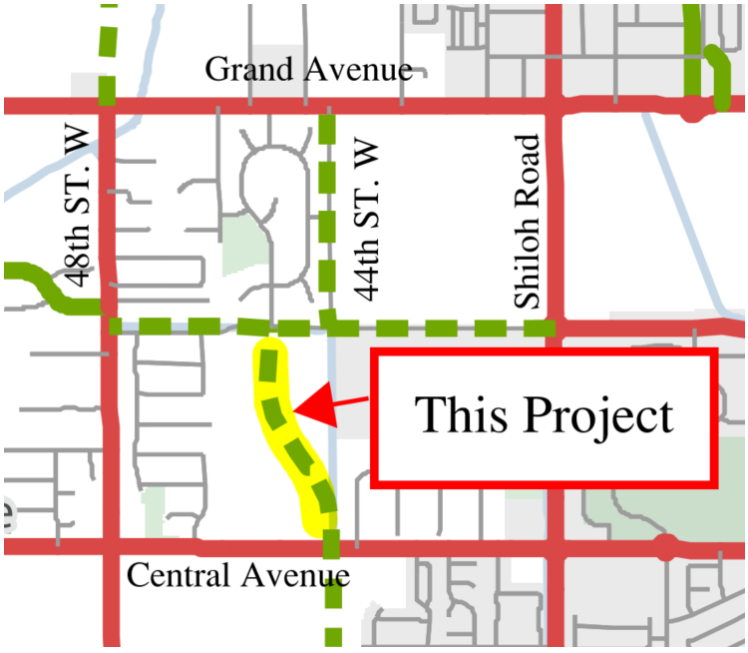
Zone Change Questions

Lots 3 and Lot 4 of Barber Farm Subdivision, Yellowstone County, Montana. Having a gross area of approximately 58.1 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 located north of Central Avenue which is a critical corridor for growth of the City. The development will utilize city services south of Central Avenue which have been extended by the City (investment in this area being developed in the City) and a previous project. Development of property adjacent to existing infrastructure is more cost effective and falls in line with the Essential Investment growth guideline.

   As part of this project, a north/south collector road will be constructed improving the transportation system in the area. This collector will connect Central Avenue (Principal Arterial) to Broadwater Avenue (Collector) between the two major North-South arterials in the area, Shiloh Avenue and 48th Street West. The roadway constructed as part of this project is eventually planned to connect to 44th Street West to provide another North-South collector roadway for residents travelling to and from Grand Avenue and Central Avenue.

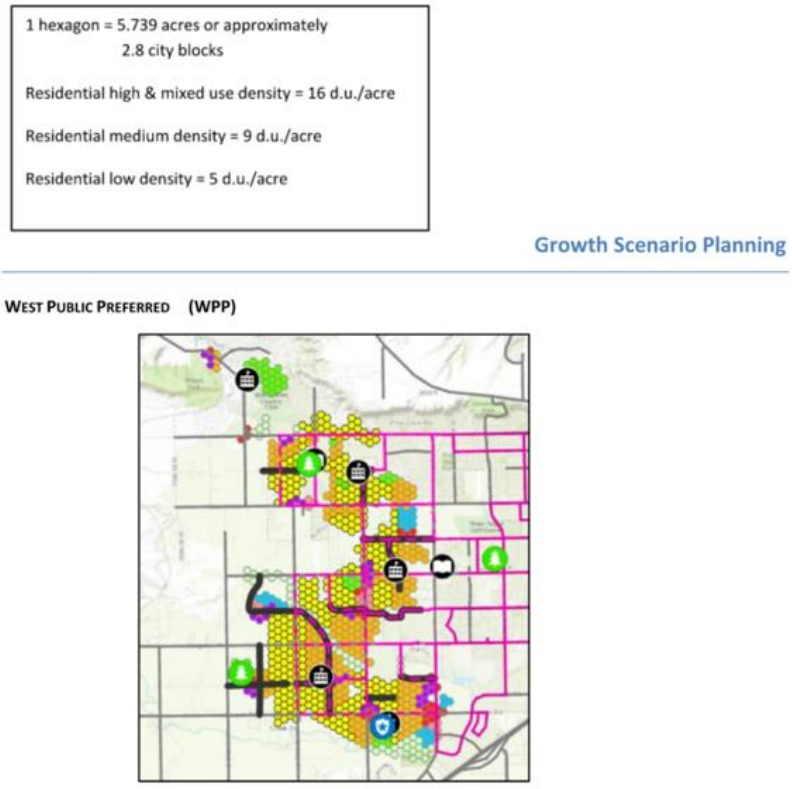


   The proposed zoning has the potential to bring a mix of single-family housing, duplexes and even up to fourplexes in a small portion of the project. This provides several options for residents looking to relocate to the area and has the potential to help add to the City tax base. Additionally, as part of the development of this project Broadwater Avenue will be extended, moving one step closer to providing an additional east-west roadway. Additionally a 24" water transmission line will be extended

through the subdivision to provide service for the project in addition to further the City's capital investment plan for water provision in the greater West Billings area.

Strong Neighborhoods – The proposed zoning will help develop a stronger neighborhood for the area with zoning that helps allow for a mixture of housing types, as mentioned from single-family housing potential, up to fourplexes in some areas. This will help provide housing options for all age groups and income levels within the area as well as providing the opportunity for businesses to utilize the commercial districts along Central Avenue. The combination of housing choices as well as the potential for commercial businesses will help create a stronger community for the neighborhood, and has been promoted in all growth scenarios within the Growth Policy. It should be noted that the anticipated density of residential dwellings for the proposed development is approximately 6.93 units/acre (approximate number of units divided by the net area to be annexed in Phase I and the north portion of Phase II). This falls in between the low and medium densities outlined in the 2016 Growth Policy, and is not "high density". Excerpts from the 2016 Growth Policy reflecting the "public preferred" scenario are included below, which call for medium density housing in the subject area.





Home Base – As mentioned, this zone change will expand on the mix of housing options offered in the area. From single-family homes to the north,

west and east as well as the mix of housing options to be available in the new development to the south, this project will provide housing options that the Growth Policy identifies as just below medium density. Not only does this help diversify an area that is predominantly single family residential, low-density development, but it helps the City more affordably expand the infrastructure to a larger number of potential users due to the lower cost of service. The Home Base growth guideline also emphasizes walkable neighborhoods. With the development of this property, walkways will be constructed connecting Central Avenue to Broadwater Avenue allowing pedestrian access through the project.

2. Explain how the proposed project meets the 10 zone change criteria.
    a. Is the new zoning designed in accordance with the growth policy?
    The new zoning adheres to the City of Billings growth policy through its expansion of mixed community uses by following Planned Neighborhood Development (PND) guidelines with residential diversity incorporated into the development. The project incorporates multi-modal components with access to trails and parks included to give residents options. The use of commercially zoned districts along principal arterials allows businesses to secure ideal properties and keeps residential homes away from busy roadways.

    b. Is the new zoning designed to secure from fire and other dangers?
    There will be fire hydrants located an adequate distance throughout the interior of the development with a maximum spacing of 500-ft, meeting all City of Billings Fire Codes. Additionally, the project will bring fire services with hydrants to an area of the West End that only operated on dry hydrants within the BUFSA or didn't have close fire suppression availability at all. Construction on the property will comply with building regulations and zoning code to allow for appropriate separation of buildings and proper lighting for public safety and security. The site is also located outside of any floodplain.

    c. Will the new zoning promote public health, public safety, and general welfare?
    The proposed zone change will diversify the surrounding neighborhood and create opportunities for housing in what is now considered the "missing middle" within the Billings West End. Buildout of this vacant land will bring more public eyes to the area to help keep watch on public safety. This zone change also requires landscaped or natural open areas to be incorporated within the development which will improve the general well-being of the neighborhood and encourage residents to use services within walking distance to their residence in the neighborhood.

    Traffic impacts from the new zoning have been studied and recommendations have been provided as part of this process. The report suggested the construction of turn lanes along Central Avenue that could serve both the proposed development as well as 44West/Clearwater to the south. The study also suggested based on the

development of this proposed subdivision and the newly constructed subdivision to the south, improvements to Central Avenue will be necessary by 2029. Yellowstone County has also contracted design improvements for the intersection of Central Avenue and 48th Street West. Currently, these improvements are anticipated to include the construction of a new traffic signal as well as left turn lanes in all directions. The project is expected to be completed by the end of this year.

d. Will the new zoning facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements?

The change in zone will require the development to extend water and sewer mains from the existing mains located in Central Avenue. The development is not particularly close to MET transportation, however, this development has the potential to be utilized by MET due to the ongoing development in the area and bus stops being located at Shiloh and Central. Additionally, the commercial districts being proposed have the potential to bring services into the neighborhood that previously would have been much farther from the existing neighborhoods. As part of the PND process a minimum of 2% of the land will be required to be dedicated as parkland. While the minimum 2% will be dedicated and proposed, it is anticipated more than this will be utilized as park based on final layout of the development. This development will utilize City water and sewer infrastructure rather than individual wells and septic systems common in County developments, which helps preserve the water quality and quantity of the underlying aquifer for those adjacent County developments, and helps offset the cost of services provided by the City.

The project has the potential to add additional stress to the already over capacity Meadowlark Elementary School (approximately 112% over enrolled as indicated by the 2022 redistricting study) as well as Ben Steele Middle School (approximately 111% over enrolled as indicated by the 2022 redistricting study). These schools are already over enrolled so any additional development in this area has the ability to add even more stress. While the proposed development would bring more school aged children to the area, a recent study by Na Zhao of the National Association of Home Builders highlights the difference in number of public school children per housing unit by structure type. The study indicates existing single-family detached homes average approximately 0.43 school aged children per unit (it is assumed these numbers are similar to those of Sundance Subdivision, Cloverleaf Meadows and Shiloh Estates Subdivision). If this project was developed as owner-occupied single-family detached homes, as many of the neighbors prefer, the number of school aged children increases to approximately 0.50 per unit. This average is significantly higher than that of newly constructed, renter-occupied duplexes, which average approximately 0.37 school-

aged children per unit. In short, based on the Billings Public School (BPS) District's website, BPS is continually evaluating growth in new areas and attendance at district schools in an effort to determine if district boundaries need to be amended in order to balance students within each school.

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 agricultural use to residential, however, the open space requirements will allow for adequate lighting and air for the property and surrounding area. Any improvements to the land must adhere to the zoning 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 agricultural land to residential, additional residents will move into the area which will in turn impact motorized and nonmotorized transportation in the area. Traffic impacts from the new zoning have been studied and recommendations have been provided as part of this process. The report suggested the construction of turn lanes along Central Avenue that could serve both the proposed development as well as 44West/Clearwater to the south. The study also suggested based on the development of this proposed subdivision as well as the newly constructed subdivision to the south, improvements to Central Avenue will be necessary by 2029 to accommodate the traffic of each development, as well as continued and ongoing development further west in Yellowstone County. Yellowstone County has contracted design improvements for the intersection of Central Avenue and 48th Street West. Currently, these improvements are anticipated to include the construction of a new traffic signal as well as left turn lanes in all direction. The project is expected to be completed by the end of this year.

g. Will the new zoning promote compatible urban growth?
The proposed zoning will promote compatible urban growth as it is nestled between low density residential on the north, east and west sides and medium density residential immediately to the south of the project area. High density residential is located even further south, further indicating the proposed mix of residential uses will act as medium density housing option between high density further to the south and low density north of the development. This zoning will allow for new residents to move into a thriving and safe neighborhood that can easily meet most of their needs in the immediate area. The proposed zone change provides the desired step-back in density placing commercial along the arterial corridor (Central Ave.) and stepping back to mix density residential to the north. The proposed mix in commercial and residential, is what both City Council and urban growth policies ask

for in new neighborhood development. The proposed plan will introduce new housing variety and density to this area of the Billings West End while creating walkable neighborhoods with commercial designations to service the surrounding areas.

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 currently surrounded by single-family, residential subdivisions on the north, east and west sides of the property, which are all County subdivisions being served by individual wells/well public water supplies and onsite septic wastewater treatment systems. South of Central Avenue, directly across from the proposed development, the city has already approved annexation and zoning for a similar medium-density development. The zoning south of Central closely matches what is proposed for this development with commercial districts located near the principal arterial (Central Avenue) stepping back to a medium density mixed-residential area. It should be noted the anticipated dwelling density of the proposed development is approximately 6.93 units/acre (approximate number of units divided by the net area to be annexed in Phase I and the north portion of Phase II), which is below the value for medium density housing the Growth Policy, but above low-density housing. The proposed project follows a similar setup with different zone districts for residential. Utilizing a mixed-residential north of the proposed commercial district with lower density residential on the interior of the development, away from Central Avenue.

Approximately 85% of the proposed PND zoning consists of single family home districts (42% is proposed as N2 and 43% is proposed as N3), in which duplex housing buildings are allowed per State of Montana legislation. Simply put, the N2 and N3 zonings proposed are the least dense zoning available to be put forth in an application, with the reported density of 6.93 units/acre being based on the planned development incorporating duplex housing.

i. Will the new zoning conserve the value of buildings?
The proposed zoning will conserve the value of buildings in the area by creating new amenities for nearby subdivisions while not intruding upon them. Multiple studies have been conducted looking into the claims that multi-family developments reduce property value to surrounding single family homes. One paper in particular, written by Mark Obrinsky and Debra Stein at the Joint Center for Housing Studies at Harvard University, cited multiple studies that came to the same conclusion; there is no evidence that multi-family rental developments decrease the property value of surrounding properties. In addition to this study, there are numerous examples within the City of Billings itself that point to this, with high-value homes and neighborhoods maintaining their values while being adjacent to rental properties. Examples of this include Forrest Park

Subdivision (12-plex and Billings Housing Authority rentals immediately adjacent across 24th Street West) and Shiloh Pointe Subdivision (rental townhomes and duplexes immediately south).

j. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
By proposing zone districts that allow for single-family residential, duplexes and fourplexes in the development, the project adheres to the City of Billings initiative to lower cost of service to the City, making the development the most appropriate use of the land and providing a necessary mix of housing alternatives to existing large lot single family residences and the higher-density residences being constructed south of the project area. The proposed development provides commercial uses along the principal arterial (Central Avenue), steps back to mixed-residential north of the commercial area, and finally decreases density towards the interior of the lot. This helps provide a mixture of housing options and places potential higher density areas closer to the arterial roadway.

3. Does the new zoning fit with the existing or planned developments within the area?
The new zoning has a similar proposed density and zoning districts to the development located directly south across Central Avenue, and southeast in Twin Pine Townhome development, largely consisting of duplex residential dwellings. Additionally, the proposed development density of roughly 6.93 units/acre (approximate number of units divided by the net area to be annexed in Phase I and the north portion of Phase II) is just under the West Public Preferred (WPP) scenario from the 2016 Growth Policy, which has the subject area identified for medium density housing (9 dwellings per acre). Proposing a mixture of housing options in this area of town helps provide the "missing middle" medium density housing that will fit alongside the existing large lot single-family residential, county subdivisions, and those higher density uses south of the area near Monad Road. The commercial districts will allow the development to provide neighborhood diversity by incorporating commercial uses for those nearby residences to utilize close to their home base.

When assessing the new zoning's fit with existing adjacent developments, it should be noted the two immediately adjacent developments (Sundance Subdivision and Cloverleaf Meadows Subdivision) are both County Subdivisions. On each lot within these subdivisions, developers and owners incorporate an onsite wastewater treatment drainfield, which inherently increases the necessary lot size to fit the necessary infrastructure. As this development will be served by City water and sewer, it is impractical to compare the lot sizes of those adjacent County developments to that which is proposed in this development. With that being said, the proposed zoning consisting of ~85% of single family zoning is the best fit available within City zoning options.

Docusign Envelope ID: 1136C501-A18E-8A67-83CC-F92702E438D2

CITY ZONE CHANGE Pre-Application Statement of Owner(s) and Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. Present Zoning: A - Agriculture

2. Written description of the Zone Change Plan including existing and proposed new zoning:

   Changing the zoning from Agriculture to a mixture of CMU1, NX1, N2, N3 and P1.

3. Legal Description of Property:

   Currently Lot 3 and Lot 4 of Barber Farm Subdivision. The land is being subdivided.

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 23, day of Feb., 2026.

   2) The zone change application is based on materials presented at the meeting.

Owner (s): Signed by: CE373A9BF43641A... Telephone: 406-399-5971

Address: PO Box 121, Hogeland, MT 59529 Email: dbrowne16@aol.com

Agent (s):

Taylor Kasperick, PE Telephone: (406) 384 - 0080

Address: 3412 Colton Blvd., Suite 202, Billings, MT 59102 Email: taylor@performance-ec.com

Complete this form and upload to your on-line Zone Change application

PERFORMANCE ENGINEERING
3412 Colton Blvd., Suite 202 • Billings, MT 59102 • (406) 384-0080

February 16th, 2026

Dear Interested Neighbor,

On behalf of Donna, Diana and Karin Barber, Performance Engineering, LLC, is writing to inform you of a zoning pre-application neighborhood meeting scheduled to be held on **February 23rd, 2026** at **Emmanuel Baptist Church** at **6:00 PM**. If attending, please utilize the front entrance (east side of the building) and proceed to the **Shiloh Room** on your left after entering.

The meeting is being held to discuss a proposed zone change regarding the existing property located north of Central Ave. between Double Hall Lane and South 44th Street West (roads currently constructed on the south side of Central). The owner is requesting the property shown in the attached exhibits, and described below, be re-zoned to accommodate future development.

> **A portion of Amended Tract 1 of COS 2007 located in the E1/2, SW1/4 of Section 3, T01S, R25E, Yellowstone County, Montana. Having a total area of approximately 55.46 acres.**

The intent of the meeting is to make neighboring property owners aware of the proposed zoning change and concurrent annexation for the subject property, discuss the potential for development, and to answer questions about the project. Please note only that area indicated as being included in this application will be subject to the proposed zone change and annexation, not any surrounding county properties. Below is a summary of the existing zoning and the proposed zone changes:

Existing Zone District	Existing Area (acres)	Proposed Zone District	Proposed Area (acres)
A – Agriculture (10+ Acres)	55.5	CMU1	3.4
		N2	20.8
		N3	21.1
		NX1	1.7
		P1	2.0

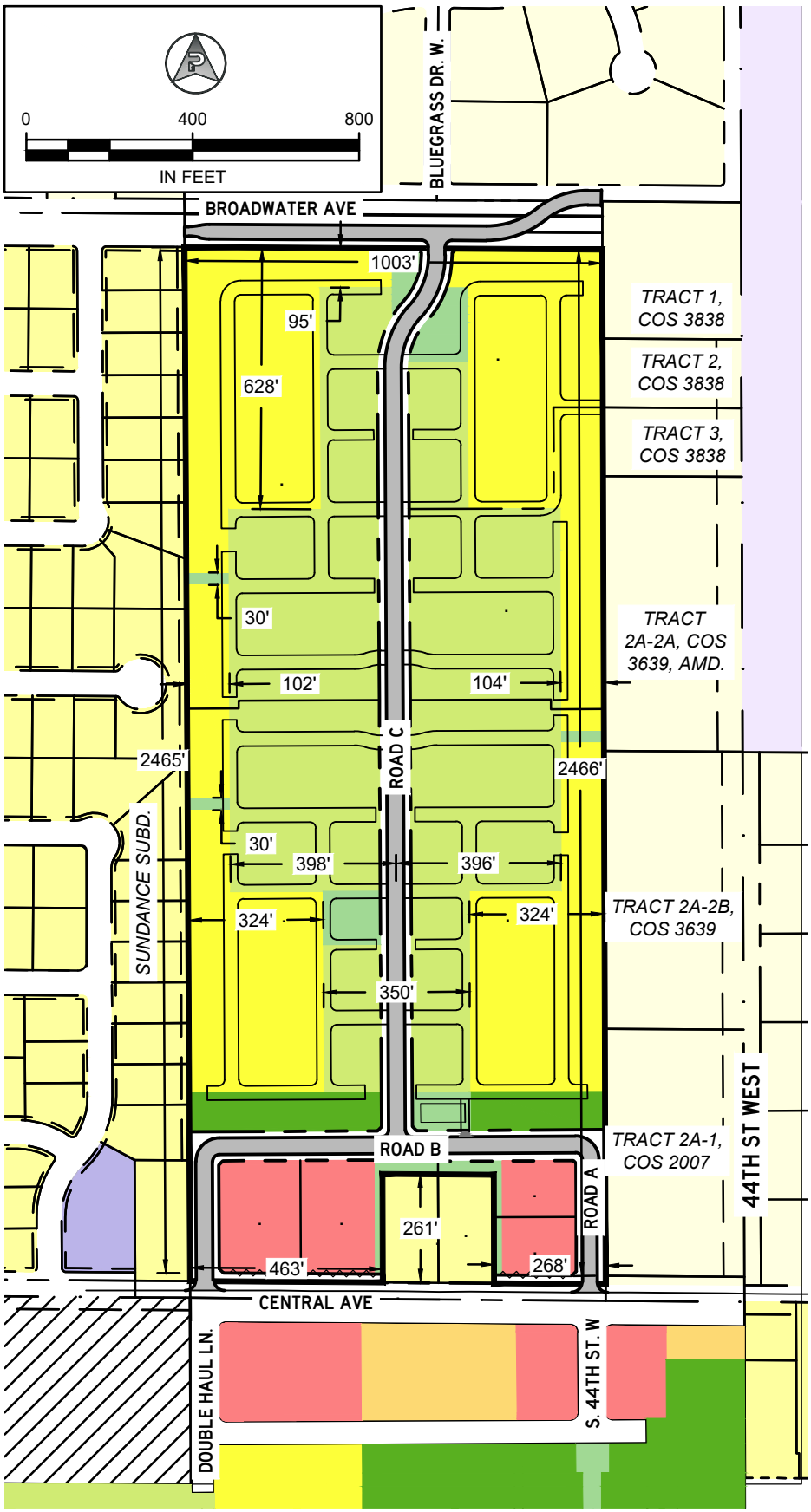
The City of Billings generally describes the zoning districts included in this application as:

- CMU1: Commercial Mixed Use 1
- N2: Neighborhood Residential 2 (single or duplex dwellings)
- N3: Suburban Neighborhood (single family residential, duplex dwellings allowed per State of Montana Statute)
- NX1: Mixed Residential 1 (1 to 4 residential dwelling units per building)
- P1: Public Open Space 1 (park)

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 Blvd., Suite 202, Billings, MT 59102, attention Taylor Kasperick, or emails may be sent to taylor@performance-ec.com. We look forward to discussing the proposed zone change with you and hope to see you on **February 23rd, 2026 at Emmanuel Baptist Church** at **6:00 PM.**

Sincerely,

Taylor Kasperick, PE



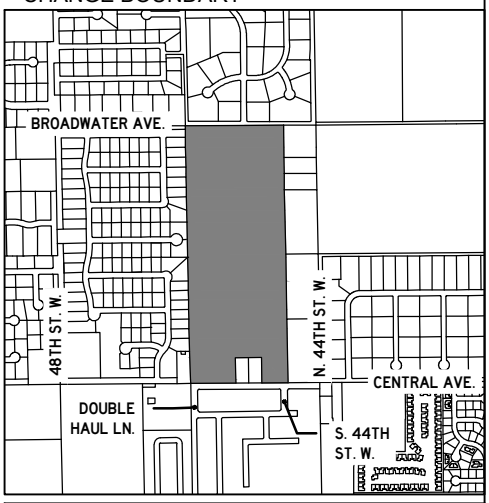
LEGAL DESCRIPTION

TRACT 1A OF CERTIFICATE OF SURVEY NO. 2007, AMENDED, S03, T01S, R25E, P.M.M.

ZONING LEGEND

- *CMU1 - Corridor Mixed- Use*
- *N2 - Mid-Century Neighborhood*
- *N3 - Suburban Neighborhood*
- *N4 - Large Lot Suburban Neighborhood*
- *NMU - Neighborhood Mixed-Use*
- *NX1 - Mixed Residential 1*
- *P1 - Open Space, Parks, Recreation*
- *RR1 - Rural Residential (1 to 2.99 acres)*

PROPOSED ZONE CHANGE BOUNDARY



ZONING INFORMATION	
ZONING DISTRICT	ACRES
CMU1	3.4
N2	20.8
N3	21.1
NX1	1.7
P1	2.0

ACREAGE LISTED ABOVE DOES NOT INCLUDE LAND TO BE DEDICATED AS PUBLIC RIGHT OF WAY WITHIN ROADWAYS.

PROJECT TITLE
BARBER FARM SUBDIVISION

SHEET TITLE
PROPOSED ZONING MAP

DRAWN BY
BGR

DATE
Jan-26

CHECKED BY
TJK

CLIENT
DONNA, DIANA, AND KARIN BARBER

PERFORMANCE ENGINEERING
3412 COLTON BLVD, SUITE 202
BILLINGS, MT 59102
(406) 384-0080
www.performance-ec.com

EXHIBIT
A

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PERFORMANCE ENGINEERING

A Portion of Tract 1A of Certificate of Survey No. 2007, Amended - Zone Change (A to CMU1, N2, N3, NX1, P1)		
2/23/2025		
NAME	ADDRESS Wells Pl.	Email
Luanne McFarlane	4140 Wells Pl	mtmcfarlands@bresnan.net
Frank Lamm	4706 S Woodhaven	lammfrank6@gmail.com
Dean & Carmen Kile	4627 Sunburst LN	dskile@bresnan.net
GARY WORKMAN	930 BLUEGRASS DR. EAST	
Norm Tjeltveit	4650 Sunbeam	
Janelle Lende	4619 Shining Light Lane	damamaol@gmail.com
Melinda Barry	4607 Sun Basin Rd	mlatham620@gmail.com
Willard Barry	4607 Sun Basin Rd	whbarry48@gmail.com
Julie Larson	103 Saddle Tree Pl.	waynejulielarson@AOL.com
KAREN Ehresman	4613 Sunburst LN	Kehresman@gmail.com
Gary & Vicki Gilman	4415 Lewis	gilmangv@aol.com
BRIAN WHEELER	4646 LIANONA LN	BRIANWHEELER@GMAIL.COM
GARY BRADSHAW	4717 N HOODHAVEN	
Dave Biegel	4221 Wells place	
Brynda Larsen	1145 Bluegrass Dr W 59106	Bryndajo@gmail.com

PERFORMANCE ENGINEERING

A Portion of Tract 1A of Certificate of Survey No. 2007, Amended - Zone Change (A to CMU1, N2, N3, NX1, P1)		
2/23/2025		
NAME	ADDRESS	Email
Roger Aldinger	4610 S. Woodhaven Way	roger@MCN.net
Eleanor Aldinger	4610 S. Woodhaven Wy.	roger@mcn.net
Gail Pechtol	4726 S Woodhaven Way	
Rich Pechtol	4726 S. Woodhaven Way	rpechtol@bresnan.net
Amy Iverson	4616 S. Woodhaven Way	atb307@yahoo.com
Ron + Cindy Staley	7700 Fritz Road Laurel	
LISA Hansen	4613 San Basin Rd.	
Steve & Lorinda Grosso	925 Bluegrass Dr. E	1jgrosso@yahoo.com
BRYAN LEITZ	4420 CENTRAL AVE	AZHEAVYCHEVY@GMAIL.COM
Curtis Labrad	4613 Leaning Light Ln	roubaixmt@gmail.com
Laura Krivonen	1020 Larkspur Pl	inhisgrip-1scayatoo.com
Voeller	4605 N Woodhaven	novoeller@bresnan.net

PERFORMANCE ENGINEERING

A Portion of Tract 1A of Certificate of Survey No. 2007, Amended - Zone Change (A to CMU1, N2, N3, NX1, P1)		
2/23/2025		
NAME	ADDRESS	Email
Nitschke	4633 Shining Light	mikenjoan5@gmail.com
J. Tolstedt	1310 Broadwater	djdttolstedt@hotmail.com
Doug Reiter	1945 Parkhill	
Terri Kaufman	110 Big Pine Ct	Kaufmanterri@gmail.com
DAN MERRY	850 Bluegrass Dr. W.	dan.r.merry@gmail
Susan Sullivan	810 Bluegrass Place	smsullivan810@gmail.com
Ray Halsey	1365 Blue Cross Dr.	rayhalsey46@gmail.com

PERFORMANCE ENGINEERING
3412 Colton Boulevard, Suite 202 • Billings, MT 59102 • 406-384-0080

February 23, 2026

Thank you for attending tonight's meeting. During the Billings City Council meeting on November 24, 2025, we withdrew our zone change application after hearing your concerns. Since then, we have explored several alternatives and refinements outlined below.

- Partial Lot Development
  - Based on neighbors concerns about the total number of units, the The developer approached the current property owners about purchasing only a portion of the land to reduce the overall number of units and leave the remainder (northern 1/3 of the property) for another developer to purchase and develop.
  - The property owners stated they are only willing to sell the entire property to a single buyer.

- Zoning Changes (N2 → N3)
  - Adjacent zoning was revised from N2 to N3, as requested by neighbors.
  - Under Montana law (76-2-304 MCA), cities over 5,000 population must allow duplex housing wherever single-family homes are permitted.
  - As a result, changing to N3 does not eliminate duplex potential or significantly reduce density.
  - Lot width and setback standards in N3 still accommodate the originally proposed building layout.
    - Typical duplex building widths are 62' to 92' wide, meeting the minimum "lot width" of both N2 and N3 zone districts.

Incorporated Feedback:

- Enhanced western boundary bufferyard:
  - 1 tree per 40 lineal feet (exceeds required 1 per 70 feet)
  - Two small "parklets" along shared lot line
  - Planned to be incorporated into annexation agreement to "guarantee" to the neighbors
- No planned connection of Bluegrass Drive West to Broadwater Avenue.
  - Any future connection would be a City decision, not part of this project.

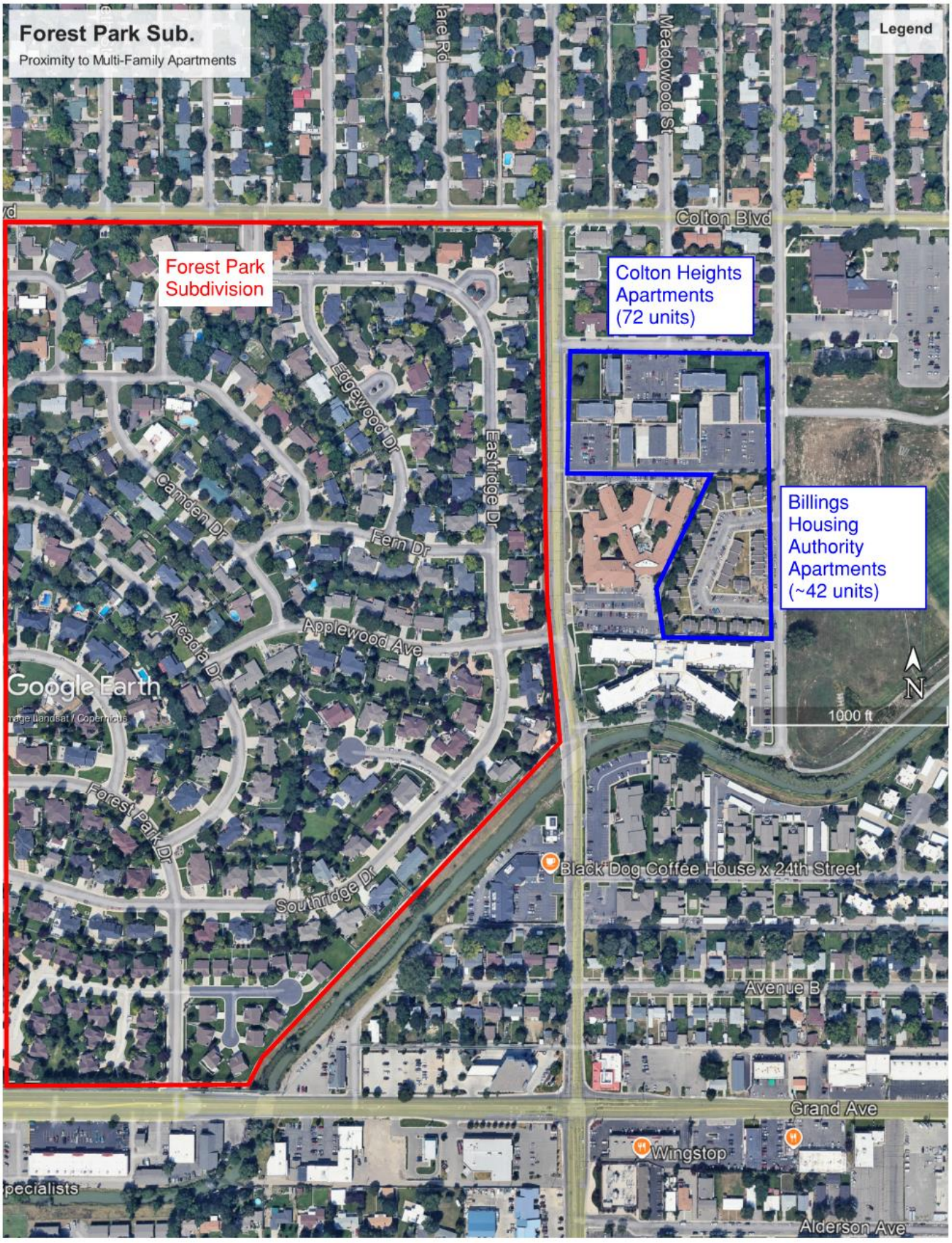
- Traffic & Infrastructure Improvements
  - A Traffic Impact Study (TIS) was completed analyzing 7 intersections.
  - The intersection at Central Avenue & 48th Street West was identified as the most congested.
  - Yellowstone County Public Works has already contracted design improvements, including:
    - Additional left-turn lanes in all directions
    - A new traffic signal
  - This project has a current completion date of the end of the year.

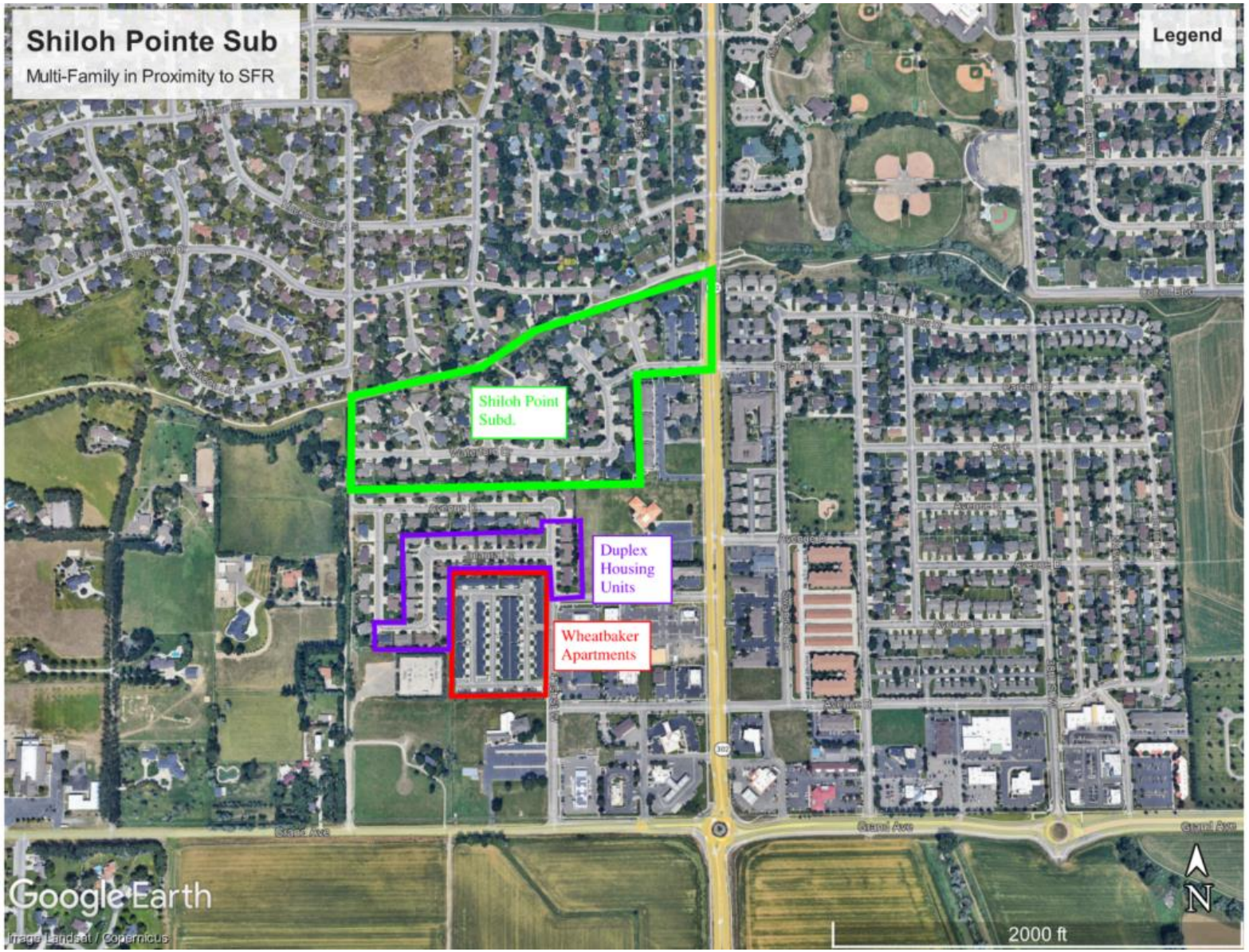
Developer Contributions (based on project traffic share):

- Broadwater Avenue & Shiloh Road
- Central Avenue & 48th Street West
- Central Avenue & Shiloh Road
- Central Avenue & South 44th Street West

Additional turn lanes along Central Avenue to serve this project as well as 44West/Clearwater Estates have been recommended by the TIS as part of this project.

- Property Values
  - Multiple national studies (including research from Harvard's Joint Center for Housing Studies) show no evidence that well-managed multi-family housing reduces nearby single-family home values.
  - Local example:
    - Forest Park Subdivision (near Colton Heights Apartments and Housing Authority of Billings apartments)
    - Shiloh Point Subdivision (near Wheatbaker Apartments west of Shiloh just north of Grand)


Forest Park Sub.
Proximity to Multi-Family Apartments
Legend
Meadowood St
Colton Blvd
Forest Park Subdivision
Colton Heights Apartments (72 units)
Billings Housing Authority Apartments (~42 units)
Edgewood Dr
Eastridge Dr
Camden Dr
Fern Dr
Arcadia Dr
Applewood Ave
Forest Park Dr
Southridge Dr
Google Earth
1000 ft
N
Black Dog Coffee House x 24th Street
Avenue B
Grand Ave
Wingstop
Alderson Ave


Shiloh Pointe Sub
Multi-Family in Proximity to SFR
Legend
Shiloh Point Subd.
Duplex Housing Units
Wheatbaker Apartments
Google Earth
Image Landsat / Copernicus
2000 ft
N

Sec. 27-305. N2 district.

The following site and structure regulations apply to any lot in the N2 district. Refer to section 27-303 for general regulations applicable to all districts and Table 27-300.4, below, for regulations specific to this district, keyed to illustrations in Figure 27-300(2). See article 27-1800 for definitions and information on how to measure the following regulations.

Table 27-300.4. Site and Structure Regulations.

			REFERENCES
A.	BUILDING SITING		
1	Minimum Lot Width (feet) per principal building Maximum Lot Width (feet) per principal building	50 120	See subsection 27-305.D for 2-unit buildings. See article 27-1500 existing lots of record. Lots on cul-de-sacs or flag lots are exempt from min lot width.
2	Maximum Front Building Width (feet)	110 per principal building	
3	Front Build-to Zone (feet) BTZ Façade Elements Required in Front Build-to Zone	10—32; block face average allowed 1) 60% of Front Facade width 2) Front Door 3) 60% of ground floor window area	See article 27-1800 for block face averaging instructions. See article 27-1800 for description of façade elements Lots on cul-de-sacs or flag lots are exempt from BTZ requirements
4	Street-Side Build-to Zone (feet)	10—25	
5	Side Setback (feet) Space Between Principal Buildings on Lot (feet)	5 minimum 10 minimum	
6	Rear Setback (feet)	5 minimum	See subsection 27-305.D for side street lots.
7	Accessory Building Yard Location	Rear/Street Side Yard	Administrative Relief may be granted for side yard location See Sec. 27-1614
8	Accessory Building: Rear Setback (feet)	3 minimum, except 0 at alley	
9	Maximum Total Building Coverage (%)	40	
10	Permitted Driveway Access Location	Any	See BMCC Section 6-1200 for driveway access exceptions.
11	Attached Garage Entrance Location	Any façade; front façade limited to no more than 50% of façade within the Front BTZ	
B.	HEIGHT		
12	Principal Building: Maximum Height (stories)	2 stories	
	Maximum Height (feet)	27	

13	Accessory Building: Maximum Height (stories)	1.5 stories, no taller than the principal building	Accessory roof pitch shall match principal building.
C.	WINDOWS, FRONT DOOR, ROOF		
14	Minimum Window & Door Coverage: Front Façade (%)	15 per story	Measured per each full and half story. See article 27-1800 for information on measuring window and door facade coverage.
15	Front Door Location	Street Façade within the Front BTZ	See section 27-305.D for 2-unit buildings.
16	Permitted Roof Types Roof Types Allowed with Administrative Relief	Pitched, flat Any other Roof Type	See article 27-1800 for definition of roof types and exception for other allowed roof types.

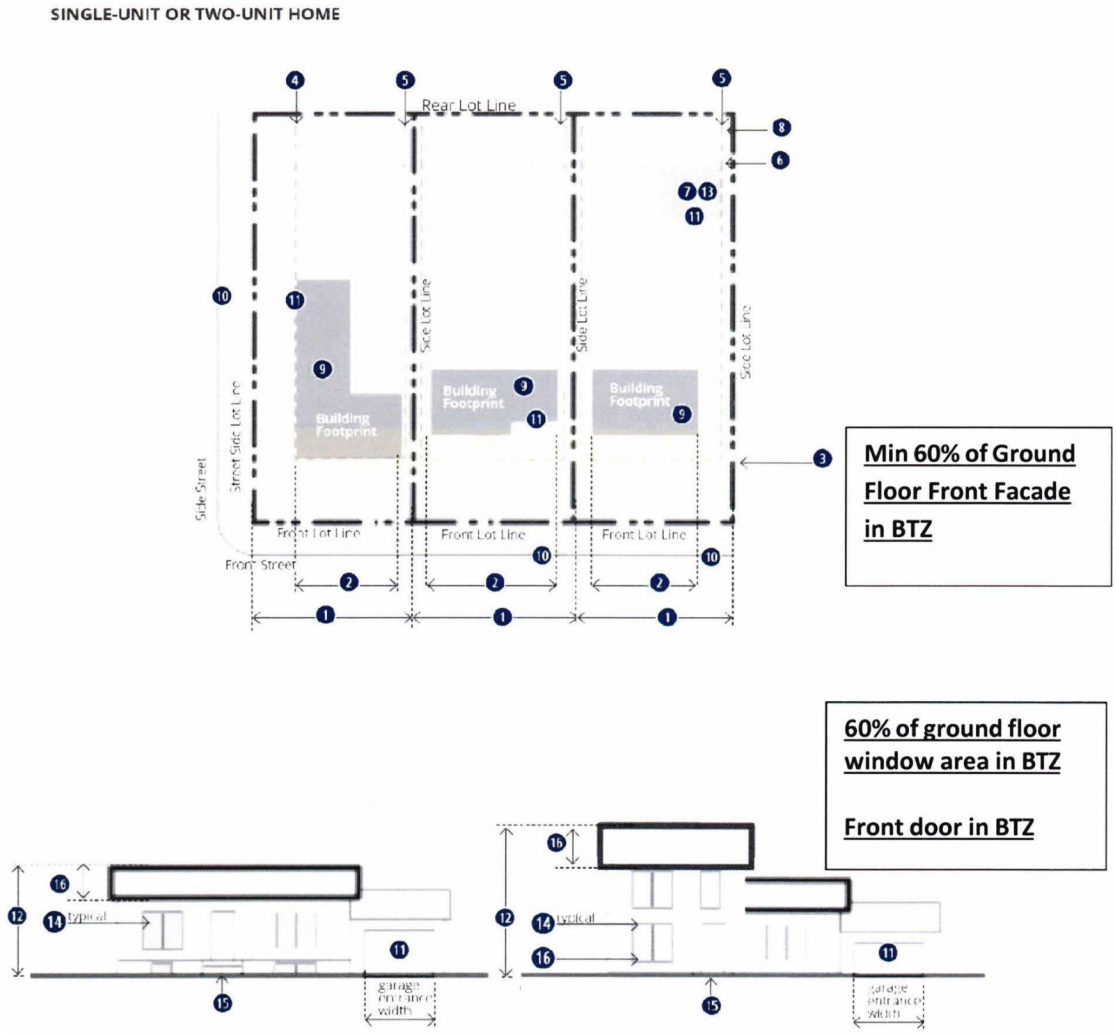


Figure 27-300(2). N2 district diagrammatic plans and elevations.

D. *Supplemental regulations.*

1. *Side street lots.* Side street lots are those lots located along the short end of blocks, where the front of the lot faces the side street and the depth of the lot is generally the width of most of the lots on the block. Lots with only side street frontage are allowed maximum building coverage of eighty (80) percent.

2. The following standards apply to two-unit buildings:

   (a) *Configuration.* Allowed configurations include the following: side-by-side per below, stacked units, front and rear units, all located in the principal building; two (2) principal buildings on one lot; or a principal building with an accessory building (see article 27-1000).

      (1) Garage entrances located on the front façade are limited to no more than fifty (50) percent of the front façade width within the build-to zone.

      (2) Up to two (2) front door entrances are permitted on the street façade (Table 27-300.4.C).

(Ord. No. 21-5748 , § 3(Exh. A), 1-25-21; Ord. No. 22-5807 , § 3(a), 5-9-22; Ord. No. 23-5836 , § 5, 6-12-23)

Sec. 27-306. N3 district.

The following site and structure regulations apply to any lot in the N3 district. Refer to section 27-303 for general regulations applicable to all districts and Table 27-300.5, below, for regulations specific to this district, keyed to illustrations in Figure 27-300(3). See article 27-1800 for definitions and information on how to measure the following regulations:

Table 27-300.5. Site and Structure Regulations.

			REFERENCES
A.	BUILDING SITING		
1	Minimum Lot Width (feet) per principal building Minimum Lot Size (square feet) per principal building	65 none	See article 27-1500 existing lots of record. See subsection 27-306.C for exemption from minimum lot widths.
2	Maximum Building Width (feet)	None	
3	Front Setback (feet)	20 minimum	
4	Street-Side Setback (feet)	10 minimum	
5	Side Setback (feet) Space Between Principal Buildings on Lot (feet)	5 minimum 10 minimum	
6	Rear Setback (feet)	5 minimum	
7	Accessory Building Yard Location	Rear/Street Side Yard	Administrative Relief may be granted for side yard location See Sec. 27-1614
8	Accessory Building: Rear Setback (feet)	5 minimum, except 0 at alley	
9	Maximum Total Building Coverage (%)	40	
10	Permitted Driveway Access Location	Any	See BMCC article 6-1200 for driveway access standards.
11	Attached Garage Entrance Location	Any façade; front façade limited to no	

			more than 50% of façade	
B.	HEIGHT			
	Principal Building:	Maximum Height (stories) Maximum Height (feet)	3 34	See article 27-1800 for instructions for measuring height. Accessory roof pitch shall match principal building.
	Accessory Building:	Maximum Height (stories)	1.5 stories, no taller than the principal building	

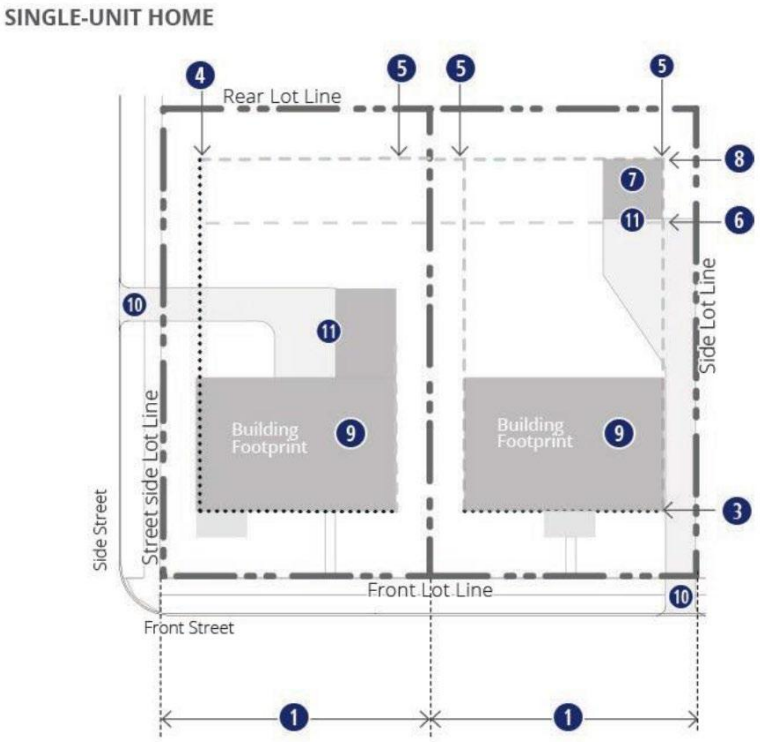


Figure 27-300(3). N3 district diagrammatic plan.

C. *Supplemental regulations.* Lots on cul-de-sacs and flag lots are exempt from minimum lot width regulations. See also article 27-1500, Nonconformities, for existing lots of record.

(Ord. No. 21-5748 , § 3(Exh. A), 1-25-21; Ord. No. 23-5836 , § 7, 6-12-23)

Sec. 27-307. NX1 district.

The following site and structure regulations apply to any lot in the NX1 district. Refer to section 27-303 for general regulations applicable to all districts and Table 27-300.6, below, for regulations specific to this district,

Outlook

Neighborhood Meeting - Barber Farms Zone Change Application

From Brody Roberson <brody@performance-ec.com>

Date Thu 2/19/2026 11:44 AM

Bcc roger@mcn.net <roger@mcn.net>; richard@repucci.com <richard@repucci.com>; reschdavey@gmail.com <reschdavey@gmail.com>; carl@lccapmt.com <carl@lccapmt.com>; lindab@elcoent.com <lindab@elcoent.com>; kapietz@bresnan.net <kapietz@bresnan.net>; smsullivan810@gmail.com <smsullivan810@gmail.com>; rayhalsey48@gmail.com <rayhalsey48@gmail.com>; haulzng@yahoo.com <haulzng@yahoo.com>; damamal@gmail.com <damamal@gmail.com>; joyfuljoyful72@gmail.com <joyfuljoyful72@gmail.com>; Brynda Larsen <bryndajo@gmail.com>; rjritz@bresnan.net <rjritz@bresnan.net>; catiepstanley@gmail.com <catiepstanley@gmail.com>; emilou84037@yahoo.com <emilou84037@yahoo.com>; paulsens@gmail.com <paulsens@gmail.com>; nine4fun@bresnan.com <nine4fun@bresnan.com>; lz8691@yahoo.com <lz8691@yahoo.com>; garyj@midrivers.com <garyj@midrivers.com>; bill.duke@icloud.com <bill.duke@icloud.com>; jimlemon775@gmail.com <jimlemon775@gmail.com>; jcrvikshank@bresnan.net <jcrvikshank@bresnan.net>; panelhacker@gmail.com <panelhacker@gmail.com>; jaberve@gmail.com <jaberve@gmail.com>; michael.berve@gmail.com <michael.berve@gmail.com>; m.brushwein16@gmail.com <m.brushwein16@gmail.com>; jeffdtutt@gmail.com <jeffdtutt@gmail.com>; kehresman@gmail.com <kehresman@gmail.com>; bnhwheeler@gmail.com <bnhwheeler@gmail.com>; kjgrossman@hotmail.com <kjgrossman@hotmail.com>; wadeandamy@hotmail.com <wadeandamy@hotmail.com>; breiter55@gmail.com <breiter55@gmail.com>; nolamt76@gmail.com <nolamt76@gmail.com>; ljgrosso@yahoo.com <ljgrosso@yahoo.com>; gary.workman93@gmail.com <gary.workman93@gmail.com>; m64johnson@gmail.com <m64johnson@gmail.com>; ryanlarsendmd@gmail.com <ryanlarsendmd@gmail.com>; brewerbuilthomes@gmail.com <brewerbuilthomes@gmail.com>; Taylor Kasperick <taylor@performance-ec.com>; danielbeierwaltes1@gmail.com <danielbeierwaltes1@gmail.com>

1 attachment (489 KB)

25-027 Barber Zone Change Mailer.pdf;

Neighbors,

I hope you are all doing well. I am writing to inform you about an upcoming neighborhood meeting regarding the second application for the proposed zone change for Barber Farms. Attached is the mailer that will be sent to all property owners within the required mailing radius and should be arriving sometime this week (if it is not already there). Everyone who received a mailer for the previous meeting should also receive one for this meeting; however, I also wanted to follow up directly with those who provided their email addresses at the first meeting. We hope you will join us at Emmanuel Baptist Church on Monday, February 23rd, at 6:00 PM in the Shiloh Room. The meeting will provide an opportunity to review the updated application, ask questions, and share comments. If you have any questions in the meantime, please feel free to contact me through email at the address provided below.

Thank you and we look forward to seeing you there!

Brody Roberson
brody@performance-ec.com

PERFORMANCE ENGINEERING
3412 COLTON BLVD, SUITE 202
BILLINGS, MT 59102
406.384.0080
PERFORMANCE-EC.COM



Outlook

Neighborhood Meeting - Barber Farms Zone Change Application

From Brody Roberson <brody@performance-ec.com>

Date Thu 2/19/2026 11:52 AM

Bcc m.bruschwein16@gmail.com <m.bruschwein16@gmail.com>; jcruikshank@bresnan.net <jcruikshank@bresnan.net>; damama01@gmail.com <damama01@gmail.com>; Abby Hebl <Abby@performance-ec.com>

1 attachment (489 KB)

25-027 Barber Zone Change Mailer.pdf;

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3412 Colton Blvd., Suite 202 • Billings, MT 59102 • (406) 384-0080

Lot 3 and Lot 4 of Barber Farm Subdivision

Being a Portion of Tract 1A of COS 2007
Section 03, T01S, R25E, Yellowstone County, Montana

Zone Change Neighborhood Meeting Notes

The meeting was conducted from 6:00-8:00 PM on February 23rd, 2026 at Emmanuel Baptist Church. The meeting was hosted by Taylor Kasperick of Performance Engineering (agent).

There were 34 public participants for the meeting.

The meeting began with Taylor Kasperick giving an overview of the property and the current owners of the land (the Barbers). Taylor discussed the zoning districts that are being proposed within the development as CMU1, N2, N3, NX1 and P1. While describing the zoning districts, pertinent information regarding the density allowed in either of the residential districts, height limitations within all districts as well as allowable uses within the commercial districts were provided.

Taylor discussed how this proposed zone change will be submitted in conjunction with a petition for annexation as the project area will need to be annexed into the city to allow for the proposed zoning districts. Taylor discussed how the PND process works and provided the expected timelines for application submittal and public hearings (anticipated April 7th and April 27th) for zoning commission and city council.

Proposed roadways within the development were also discussed by Taylor, stating the development would be accessed from two points along Central Avenue. These roads would align with the development to the south of this property. From these two access points, a single north/south public road will be constructed through the development, eventually connecting to Broadwater Avenue, which will be extended along the northern property boundary. After discussing a full picture view of the development, Taylor began to describe how the project was proposed in phases. Phase I of the project would include approximately the southern half of the residentially zoned districts. Phase II would include the northern half of the residentially zoned districts as well as the commercial districts located along Central Avenue.

Another topic discussed was what had changed since the first application. The border around the eastern, western and northern boundaries have been changed from NX1 and N2 to N3 with this resubmittal. This was done as it was requested by the neighbors during the original application. It should be noted that at all three of the previous meetings it was discussed that a change from N2 to N3 would not prohibit the construction of duplex housing. This change is not reflected in the current City of Billings Zoning Code, however, recent state legislation has made it clear that any residential zoning district cannot prohibit the construction of duplexes.

Additionally, it was talked through that the developer had discussed potentially purchasing only a portion of the subject property rather than the whole ~56 acres to allow for a different developer to propose something else in the future. This was conducted with the intention of allowing a separate proposal to be put forth, however the current owners of the property would not sell a portion of the subject property.

Lastly, the developer has offered and committed to planting trees above what is required of the zoning code along the common boundaries of Sundance Subdivision and Broadwater Avenue to provide an increased bufferyard between the adjacent developments and the subject property.

Following Taylor's overview, the floor was opened for participants to ask questions.

Questions from the individuals and subsequent responses are shown below:

- Why did the project not change from duplex rentals to single-family homes?

  As was discussed at previous meetings, this application is just to change the zoning of the existing parcel. Any residentially zoned district allows for the use of single-family housing with the objective being to sell the lots, or as duplexes with the objective being to sell or rent individual units. The developer desires to construct the latter and did not consider the alternative to constructing a residential subdivision of all single family lots as it is not what he specializes in.

- Has the anticipated density changed since the last submittal? How does this density compare to Sundance Subdivision? Why do you need 6 units/acre? Why couldn't you put 1-2 units/acre?

  The anticipated density has not changed since the last submittal, still being somewhere in the 350-400 dwelling unit range with the currently anticipated number being ~360 units (or 180 duplex building). The density of the proposed development is approximately three times greater than that of Sundance Subdivision, being ~6 units/acre compared to ~2 units/acre in Sundance. In general, this density is what the developer has found to be the number to reach in order to make the rental prices more attainable. If the density decreases, the rental prices will have to go up in order to make the project financially feasible. With the selling price of the land and the price to extend city services through the property without charging astronomical prices to each tenant, the number of units must remain in the range proposed. This would work out similarly if a single-family residential subdivision was planned for the area.

- What is going to be done to address the increase in traffic in the area? Residents from Sundance Subdivision stated they already have issues at intersections around the subdivision (i.e., 48th and Central and subdivision access points).

  At the time of the first neighborhood meeting the Traffic Impact Study (TIS) had not been finalized. Since then, the study has been received and has recommended

turn lanes along Central Avenue for both this project and 44West/Clearwater Estates. Along with the recommended improvements, as part of the subdivision process, the developer will be required to pay contributions to certain intersections affected by the project.

It was also discussed that Yellowstone County Public Works has already contracted improvements for the intersection of 48th Street West and Central Avenue. This plan currently include left turn lanes in all directions as well as the installation of a new traffic signal.

The City doesn't currently have a road improvements project proposed for Central Avenue in their CIP, but as sections of their arterial corridors become more and more developed it tends to move that area's priority up for a major road project. It is important to note that improvements to Central Avenue will only come via a City project which would be driven by City developments. The County hasn't historically constructed major roadway improvements, particularly roadways on the border of the City limits. It was pointed out that while improvements may be necessary now, infrastructure improvement tends to lag behind development. This can be seen by Rimrock Road being the next major arterial planned for improvements with Grand Avenue falling to the next year. Both of these major arterials have needed improvements following city developments expanding west of where the proposed projects are taking place.

- How many stories can the buildings be?

  The height restrictions for NX1 and N2 were discussed, with NX1 allowing for buildings up to 2.5 stories and N2 allowing for buildings up to 2 stories. It was also noted that the change in some areas from N2 to N3, as requested by the neighbors, does allow for up to 3 stories, but that the developer's plan is to construct single story buildings. CMU-1 was not asked about so it was not front of mind to respond to, but for record purposes CMU-1 allows up to 4-story buildings. The proposed CMU-1 district is solely proposed immediately adjacent to Central Avenue, and did not appear to be the intent of the questions posed.

- Where will utilities for the development be coming from?

  As part of the development to the south, a 16" Ø water main was extended along Central Avenue along the entire frontage of the subject property. Additionally, an 8" Ø sewer main was stubbed out of West 44th Street South as part of the same development. This proposed project will tie onto the water and sewer from the aforementioned mains.

- What type of commercial developments will be built along Central Avenue?

  It is unknown at this time what exactly will be built in these commercial districts, however, it was noted that because this property is requesting annexation into the city it cannot be a marijuana dispensary as it is not allowed within the city. There

were also worries about the possibilities of a bar or casino being built near their neighborhoods. It was clarified that if this type of establishment wanted to build in one of the commercial lots, not only would it have to meet a stricter setback requirement due to the proximity to residential neighborhoods, both of these uses would have to go through a Special Review process. It was also brought up how there have been preliminary discussions of a gym/fitness center potentially being built within one of these commercial zone districts.

- Will the buildings look similar to those built by Costco?

  The developer has indicated a willingness to vary the building facades so that the structures do not appear identical. While this concept is currently being evaluated, incorporating enforceable language into documents that run with the land (e.g., the annexation agreement, Subdivision Improvements Agreement (SIA), or similar recorded instruments) has proven challenging. At this time, we have not identified a clear mechanism or objective verbiage to require façade variation through those documents, but we remain open to working with City staff to explore feasible options and meeting the City Zoning Code as previous projects have.

- Will this development affect our property value?

  We understand the concerns expressed regarding potential impacts to surrounding property values. In response, we have reviewed multiple research studies analyzing the effects of multi-family residential development in proximity to existing single-family neighborhoods. The studies consistently concluded that the introduction of multi-family housing does not result in a decrease in nearby single-family property values. In many instances, values remained stable or increased following such development. Where increases were observed, the research generally attributes them to broader market trends affecting single-family home values, rather than the presence of multi-family housing itself. Examples of single-family neighborhoods near multi-family developments were also handed out at the meeting. The exhibits showed Forest Park Subdivision in relation to Colton Heights Apartments and Billings Housing Authority Apartments. The discussion revolved around how homes within Forest Park Subdivision have at the very least kept their value, if not increased, even with the close proximity to the higher density apartments. The same points were made in relation to Shiloh Point Subdivision and its relation to both duplex housing units and Wheatbaker Apartments. Neighbors voiced that 24th Street West acts as a barrier between Forrest Park and the referenced apartment; which it was explained that Broadwater Avenue would very much act in the same manner for this development, and that the developer has committed to increasing the planting of trees along the border with Sundance Subdivision to provide an increased buffer. The increase in tree planting is proposed to be incorporated into the annexation agreement, where a minimum of 1 tree per every 40' of border is proposed.

Generally, among the attendees of the meeting there were frustrations voiced and general discontent about the proposed development. In the attendee's opinion, the property is better suited for a single-family residential subdivision, with larger lot sizes

and less density. This is counter to the City of Billings Growth Policy, the City of Billings Zoning Code requirements for a PND, and the desires of the City of Billings to find a better density balance to help better sustain the cost to operate and maintain city infrastructure and provide a range of housing options for residents.

Email and written correspondence received regarding the application is also included for reference.

Dear Mayor and Members of the City Council,

This letter and accompanying attachments are being submitted as part of the materials for Zone Change 1078. Its purpose is to provide additional context regarding the proposed development and to address ongoing concerns raised by neighboring county residents. While these topics will also be presented at the public hearing, we are providing this summary in advance to support your review and consideration.

Developer Overview

The proposed developer, Cal Kunkel, is a long-time local resident who has spent over 25 years building residential communities within the City of Billings using primarily personal investment (note: on a limited basis, Mr. Kunkel has invited a select few Billings' area investors—small in quantity and small contributions) Throughout that time, he has consistently improved the quality, design, and livability of his developments.

Recent examples of his work include:

- Home Run Patio Homes (west of Mullowney on Elysian Road)
- Superbowl Townhomes (NW corner of Shiloh and Zoo Drive)
- Big Island Development (currently under construction at King Avenue W and Western Sky Drive)

These projects demonstrate strong curb appeal, thoughtful design, and an emphasis on providing residents with adequate space and privacy. Supporting images and aerial views are included with this submission as attachments, and are sampled at right.



In addition to delivering quality housing, Mr. Kunkel is a significant local economic contributor. His existing properties generate over $2.5 million annually in state and local property taxes, including approximately $800,000 to the City of Billings. The proposed development is expected to contribute an additional $800,000 annually, with roughly $250,000 benefiting the City directly.

Resident Profile and Housing Type

Over two decades, Mr. Kunkel has developed more than 1,300 units, housing approximately 2,000 Billings residents depending on occupancy. This experience has helped refine a product that aligns with market demand.

Typical residents include those listed below, with a cross section of customer demographics provided as an attachment.

- Young professionals entering the workforce
- Individuals in transitional housing situations (relocation, divorce, workforce)
- Older residents seeking to downsize and reduce maintenance responsibilities

The proposed duplex-style units are primarily single-story with shared garage walls, offering greater privacy than traditional apartment buildings.

Most units will be one-bedroom/one-bath or two-bedroom/two-bath, which historically results in fewer families with school-aged children. As a result, the project is not expected to significantly impact Billings School District #2 capacity, an issue that has been discussed in recent years.

Neighborhood Concerns

Density

Over the past five months, the development team has actively engaged with adjacent property owners and worked to address their concerns.

The proposal designates approximately 85% of the property as N2 and N3 zoning (roughly split between the two), which are the two lowest-density residential districts in the City's code.

Additionally:

- The project is planned at approximately 6 units per acre, roughly half the density allowed under the proposed zoning and aligning with both the existing 2016 Growth Policy and future Billings 2045 Land Use Map.
- This reflects a deliberate approach to provide open space and "leg room" for residents.

The project will also be developed in phases over 10–12 years, allowing:

- Gradual absorption of units into the market
- Phased infrastructure and traffic adjustments
- Reduced immediate impact on surrounding areas

This ensures the development evolves alongside real-world conditions rather than introducing all units at once. While the concurrent annexation is proposed in two phases over seven years, the 10-12 years is the most realistic timeline for full development.

Traffic

Although not required at this stage, a Traffic Impact Study (TIS) has already been completed in coordination with the future subdivision application.

Key findings include:

- A westbound right-turn lane is warranted at 44th Street W.
- Eastbound left-turn lanes are warranted at both Double Haul Lane and 44th Street W.
- Impacts to nearby intersections (e.g., Central/Shiloh, 48th and Central) have been quantified

Mr. Kunkel has committed to proportionate contributions toward necessary intersection improvements as development progresses.

Importantly, traffic generation from this project is expected to be lower than traditional single-family housing. According to the Institute of Transportation Engineers (ITE), duplex-style units generate approximately 25% fewer daily trips than single-family detached homes. This aligns with the expected resident demographics, which typically generate fewer daily trips.

Adjacent Property Values

Concerns about declining property values are understandable but are not supported by available data, either nationally or locally.

Independent studies from organizations such as Harvard's Joint Center for Housing Studies and Shelterforce show that proximity to multi-family housing does not reduce property values. Instead, factors such as property maintenance, neighborhood quality, and market conditions play a much larger role.

Locally, analysis of the area north of the Zimmerman Homeplace Subdivision—where approximately 776 apartment units have been added over the past five years—shows that nearby single-family homes have appreciated at a rate exceeding the city average over the past eight years. Detailed analysis of this example is included with this packet for reference.

Additional examples include:

- Forrest Park, a highly desirable neighborhood located adjacent to multi-family housing and senior living facilities, where property values have continued to rise
- Annafeld and Ridgeline Subdivisions, both of which successfully integrate single-family and multi-family housing both for sale and for lease

These examples demonstrate that well-designed multi-family developments can coexist with—and even complement—surrounding neighborhoods.

Closing

This proposal has been carefully refined to balance the needs and desires of:

- The City of Billings
- Future residents
- Adjacent property owners
- Long-term community growth

Planning Staff and the Zoning Commission have recommended approval, recognizing that this project:

- Supports the City's growth policy

- Aligns with housing goals identified by local and state leadership
- Expands the supply of attainable, for-lease housing (follows the supply-demand model where rental pricing typically decreases [improved affordability] when supply increases)

Increasing housing supply is a critical step toward stabilizing rising costs and ensuring Billings remains accessible to a broad range of residents.

While not all concerns can be fully resolved, this proposal reflects substantial effort to incorporate feedback and deliver a thoughtful, community-oriented development. Mr. Kunkel remains committed to continued investment in Billings and to providing high-quality housing options for its residents.

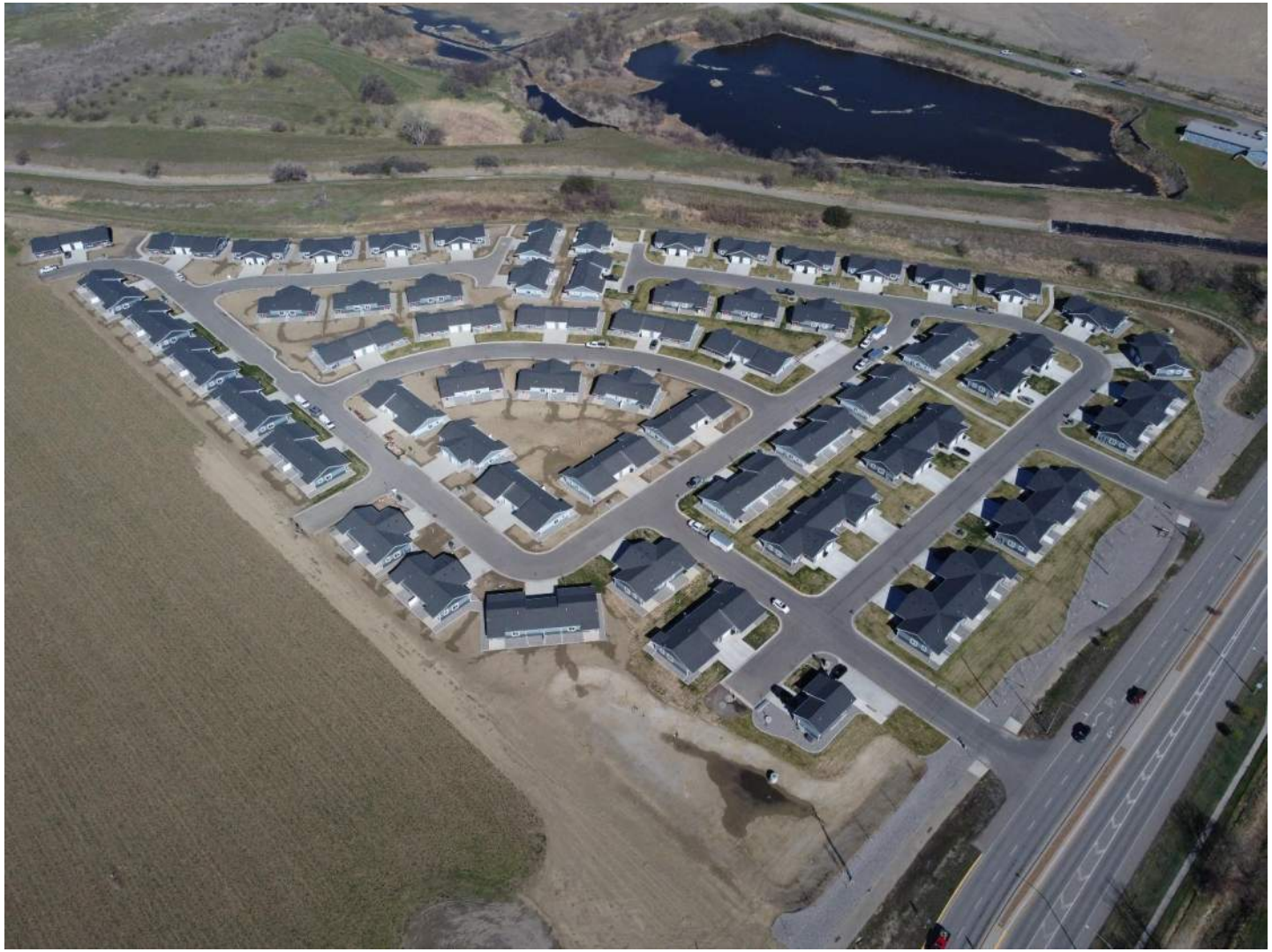
Thank you for your time and consideration.

Taylor Kasperick, PE

Performance Engineering, Agent

Recent Project Example Photos

Superbowl Townhomes



- 126 units (78 1-bed/1-bath, 48 2-bed/2-bath)
- 20 feet between each building side-side, 40’ min between each building back to back
- Trail system along exterior of development
- Increased tree bufferyard along Shiloh
- Onsite management office



- 2-bedroom, 2-bathroom duplex example
- Shared Garage Wall (no habitable shared wall)
- Space between buildings
    - 20’ side to side, ~40’ + back to back



- 1-bedroom, 1-bath duplex
- Space for two parked cars per unit
- Sidewalk connections to exterior pathway
- Site lighting with wall sconces

Recent Project Example Photos

Big Island Townhomes



- 18-20’ between buildings side-side
- 40’ between buildings back-back
- City-inspected construction as with all residences
- Single story duplexes, 80 units



- Single story 1-bedroom, 1 bathroom unit
- Varied roof lines and materials
- Transom windows incorporated
- Space between buildings



- Rear view (neighbor's view)
- Sitting patio for each resident





- 1-bedroom 1-bath kitchen finish and appliances
- Vaulted ceilings with transom windows

Property Value Appreciation Analysis

SINGLE-FAMILY HOME APPRECIATION ANALYSIS

NORTH OF ZIMMERMAN APARTMENTS

In an effort to evaluate the impact of multifamily housing on adjacent single-family home values, we analyzed single-family home resales located in the neighborhood immediately north of the Zimmerman Apartment complex in Billings, Montana. Within the neighborhood, there were 24 homes that had sold twice over the last 8+ years. Each property was evaluated using its two recorded sale prices to calculate an annualized appreciation rate over the respective hold period.

This area is home to some of the highest density multifamily development in Billings, characterized by 3- and 4-story apartment buildings in close proximity to the single-family homes analyzed. If multifamily development were to negatively impact adjacent home values, this would be the area where that impact would most likely be observed.

Of the 24 properties analyzed, 23 — or 96% — experienced positive annual appreciation over their respective hold periods. The one property reflecting negative appreciation is attributable to the home having been purchased at the height of the market in 2022. The average annual appreciation across all 24 comps was 8.7%. These findings suggest that proximity to the Zimmerman Apartment complex has not had a measurable negative impact on single-family home values in the surrounding area. The data indicates that homes adjacent to this multifamily development have consistently appreciated in value, demonstrating that the presence of high-density multifamily housing has not deterred strong home value growth in the surrounding neighborhood.



SUMMARY	
Total Properties Analyzed	**24 Homes**
Total Properties with Positive Appreciation	**23 of 24 Homes**
Average Annual Appreciation (All Comps)	**8.75%**

**One comp had a negative appreciation but was within 3% of original value. Negative appreciation is attributed to home being bought in 2022 at the peak of the market.*

Single-Family Home Appreciation Analysis

Adjacent to Zimmerman Apartments | Billings, MT

#	Property Address	Purchase Price	Purchase Date	Sale Price	Sale Date	Annual Appreciation
1	2105 Plenty View Dr	$382,500	3/10/2017	$529,900	4/3/2025	4.1%
2	2203 Icewine Dr	$204,000	10/16/2017	$327,500	7/13/2021	13.5%
3	2211 Green Valley Dr	$338,000	9/30/2020	$415,000	7/28/2021	28.1%
4	2212 Icewine Dr	$215,000	4/2/2018	$355,000	11/3/2025	6.8%
5	2219 Icewine Dr	$227,000	3/30/2018	$345,000	6/1/2023	8.4%
6	2306 Icewine Dr	$225,000	8/23/2019	$349,900	1/23/2025	8.5%
7	2314 Quinn Haven Rd	$575,000	12/9/2021	$648,000	3/3/2025	3.8%
8	2330 Icewine Dr	$355,000	7/8/2022	$347,250	5/28/2025	-0.8%
9	2336 Icewine Dr	$310,000	6/18/2021	$357,000	7/24/2024	4.7%
10	2342 Icewine Dr	$240,000	7/24/2019	$369,000	9/30/2025	7.2%
11	2408 Icewine Dr	$213,500	11/24/2017	$325,000	1/28/2022	10.6%
12	2410 Quinn Haven Dr	$369,000	9/17/2020	$519,900	11/6/2024	8.6%
13	2414 Icewine Dr	$218,500	4/24/2019	$287,800	6/10/2021	13.8%
14	2432 Icewine Dr	$259,900	4/8/2019	$302,000	4/2/2021	7.9%
15	3330 Poly Dr	$223,000	2/28/2020	$320,000	7/27/2022	16.1%
16	3442 Poly Dr	$197,000	10/3/2017	$259,900	6/12/2020	10.8%
17	3605 Corbin Dr	$359,000	7/28/2017	$679,000	7/17/2025	8.3%
18	3611 Colton Blvd	$385,000	4/24/2017	$635,000	10/17/2024	6.9%
19	3617 Colton Blvd	$370,000	6/18/2018	$527,000	9/24/2025	5.0%
20	3629 Colton Blvd	$377,913	2/28/2018	$470,000	9/10/2021	6.4%
21	3711 Corbin Dr	$410,000	7/23/2019	$515,000	7/26/2021	12.0%
22	3721 Colin Dr	$350,000	4/29/2019	$525,000	7/18/2022	13.4%
23	3728 Colin Dr	$365,100	6/6/2018	$590,000	10/15/2024	7.8%
24	3743 Hayden Dr	$357,500	9/22/2020	$504,500	1/9/2025	8.3%

SUMMARY

Total Properties Analyzed	**24**
Total Properties with Positive Appreciation	**23**
Average Annual Appreciation (All Comps)	**8.7%**

LEGEND

Green = Annual positive appreciation | Red = Annual negative appreciation

Property Tax Information

2025 Taxes		
	Total	City of Billings
Barrett Road	209,914.14	67,329.34
Big Island	194,880.00	62,507.18
Billings Home Run	352,956.83	113,209.86
Billings Lewis	5,565.20	1,785.02
Billings Sapphire	133,888.95	42,944.48
Billings South Shiloh	306,936.00	98,448.81
Grand Slam	209,577.28	67,221.29
Hoop Dreams	315,977.96	101,349.00
March Madness	229,102.68	73,484.01
Triple Play	205,075.60	65,777.39
Western One	218,323.05	70,026.47
Wheatbaker	159,587.93	51,187.36
	2,541,785.62	815,270.22
	2025 Taxes	

Estimated taxes upon completion

2,541,785.62

FY25-26 Mill Breakdown

SD #2	272.6	36%
County	142.45	19%
City	244.39	32%
State	102.5	13%
Total	761.94	100%

Customer Demographic Information

Property Demographic Information

Property	Unit Count	Average Monthly Wage of Customer	Average Credit Score of Customer	Average Occupancy (people)	Average Age
Super Bowl Patio Homes	120	$ 5,865.97	682	1.22	42
Sapphire Patio Homes	70	$ 6,597.83	723	1.55	39
Wheatbaker Patio Homes	87	$ 5,329.35	661	1.32	41

Tenant Testimonials:
Sapphire Patio Home Apartments

849 Miami Beach Way:

- Why they moved: the property was within budget, they could afford to.
- What brought them to us: relocation from California
- Why they stay: they love the management
- Why they would potentially leave: purchasing a home

860 Miami Beach Way:

- Why they moved: they retired and were downsizing
- What brought them to us: single-level patio home style unit with a garage for storage
- Why they stay: management is good
- Why they would potentially leave: to move into a retirement community

883 Miami:

- Why they moved: Relocation from Sheridan, WY
- What brought them to us: location, new construction
- Why they stay: location
- Why they would potentially leave: purchasing a home

895 Miami Beach Way:

- Why they moved: divorce, previous homeowner
- What brought them to us: neighborhood, divorce
- Why they stay: loves management/HHPM Apartments
- Why they would potentially leave: N/a

4105 Cocoa Beach Way:

- Why they moved: away from parents house
- What brought them to us: Location

- Why they stay: building a home in Lodge Grass
- Why they would potentially leave: building a home in Lodge Grass

4110 Cocoa Beach Way:

- Why they moved: relocation from Phoenix, AZ
- What brough them to us: location, single-level patio home style unit
- Why they stay: the ease of location and single-level patio home style
- Why they would potentially leave: to purchase a home out of state

4115 Cocoa Beach Way:

- Why they moved: divorce
- What brought them to us: could not afford to buy, location is central, pet friendly
- Why they stay: quiet neighbors, feels safe, management is good
- Why they would potentially leave: n/a

892 Daytona Beach Way:

- Why they moved: father passed away, sale of home
- What brought them to us: location, attached garage
- Why they stay: the area is quiet
- Why they would potentially leave: purchasing a home

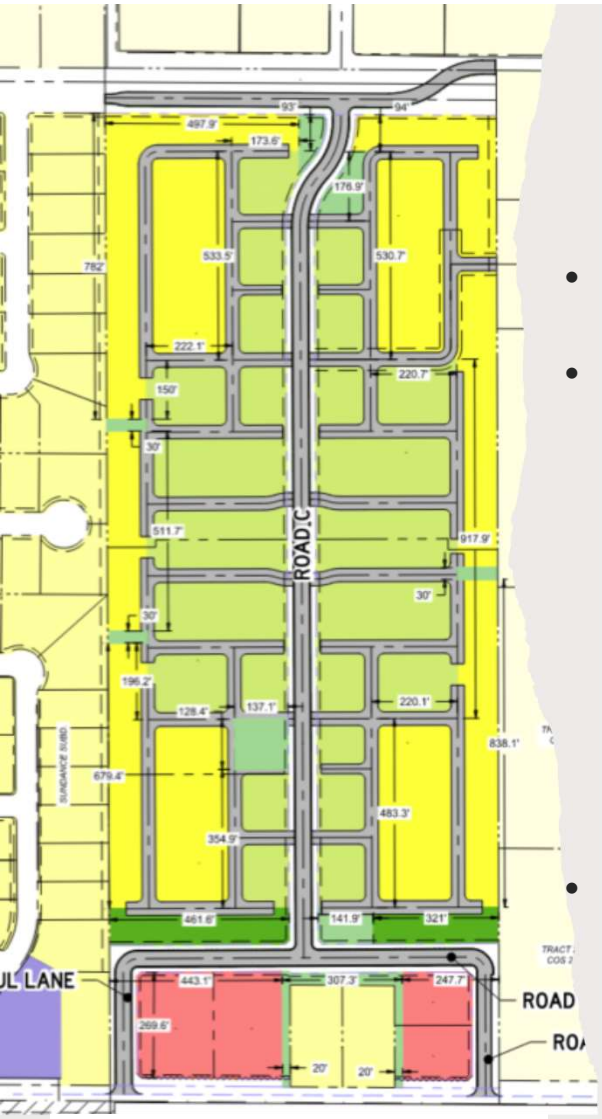
City Zone Change 1078

Applicants: Diane Brown, Donna Barber-Schneider, Karin Barber

Agent: Taylor Kasperick, PE; Performance Engineering

History

- Previous application withdrawn November 2025 to address neighborhood concerns
- Changes Made
  - Removal of NX1 along Broadwater Avenue
  - Changing 43% of application from N2 to N3
  - Increase of included P1 by 100%
  - Commitment to increased buffer yard
  - Coordination with City staff to remove vehicular connection to Bluegrass Drive W
- **Recommended for Approval by Planning Staff and Zoning Commission**



CURRENT APPLICATION

N2

P1

N3

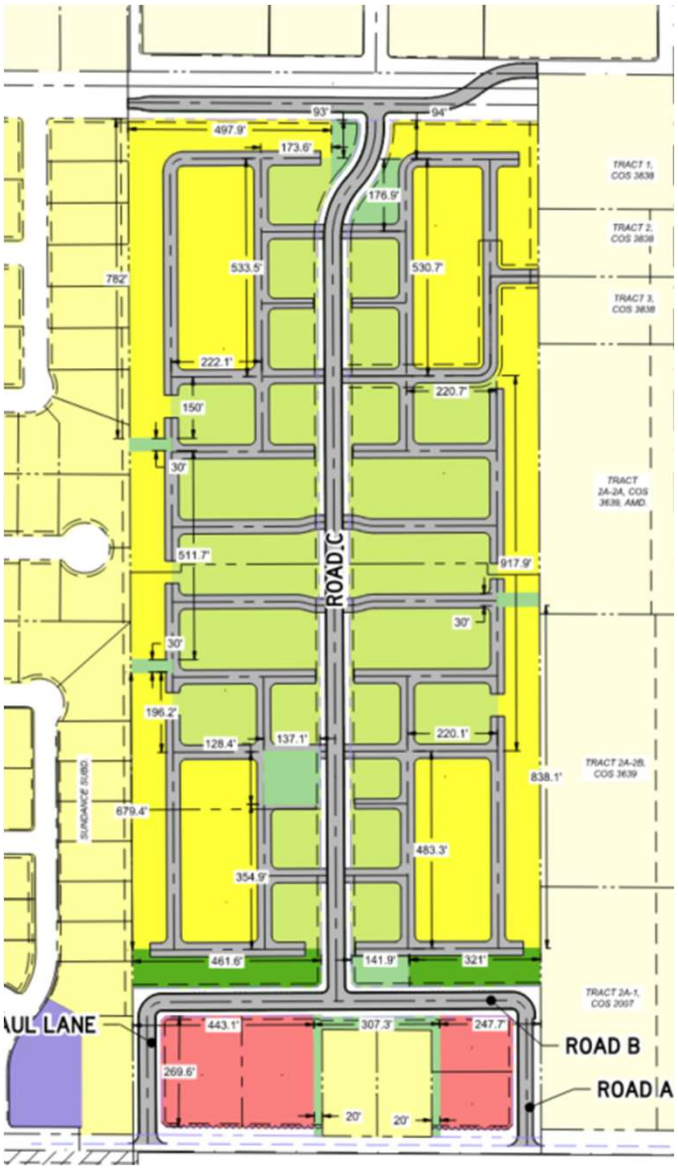
NX1



NOVEMBER 2025

Our Proposed PND - MU

- Suburban Neighborhood, N3 (43%)
  - Allows single family and duplexes (SB 323)
- Mid-Century Neighborhood, N2 (42%)
  - Allows single family and duplexes
- Mixed Residential 1, NX1 (4%)
  - Allows 1 to 4 units per building
- Corridor Mixed Use -1, CMU1 (~7%)
- Park and Open Space, P1 (4%)





Zone District	Minimum Lot Width	Lineal Feet of Road Frontage	Number of Lots Based on Road Length	High End
NX1 (1-4 unts)	20	782	39	156
N2 (SFR and duplex)	50	9,880	197	394
N3 (SFR and duplex)	65	8,007	123	246
		Total	359	796

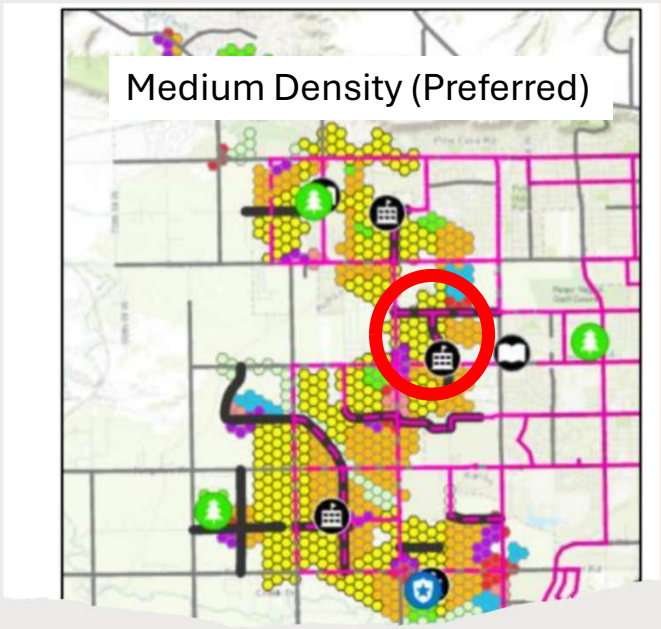
Our Proposed Density

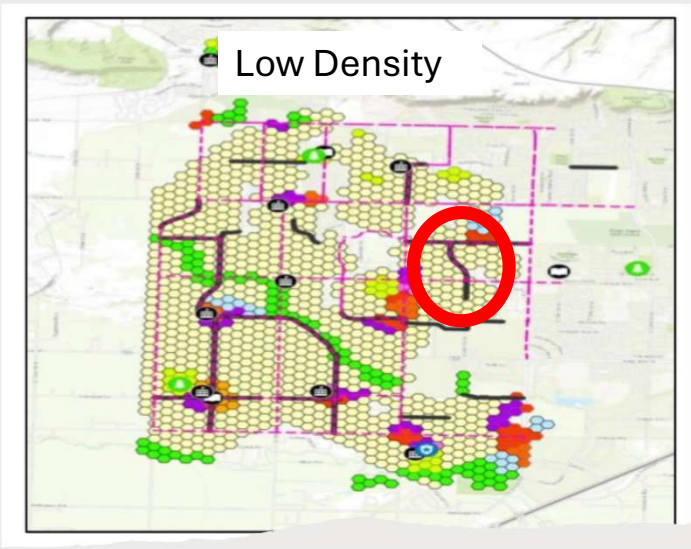
- ESTIMATED at ~360 residential units (**1/2 of max density allowed**)
  - Actual density may decrease or increase from estimate
- Based on frontage requirements of N3, N2, and NX1, roughly 359 individual lots could be created.
- **Planned to be built out over the span of 10-12 years**

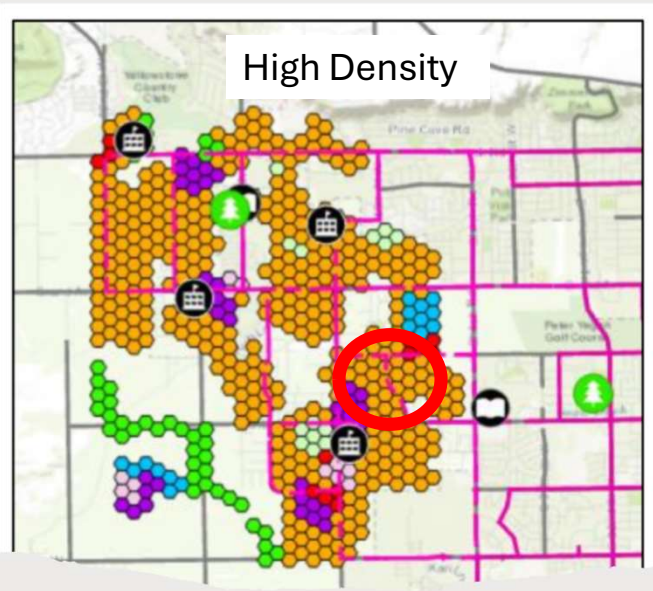
Our Planned Project

- **Local Developer** is from Billings
- Single Story Duplex Residences
  - Shared Garage Walls – **Independent Living Spaces**
  - Increased Space Between Buildings
  - 1-Bedroom/1-Bath and 2-Bedroom Options
- High desirability from residents and customers – over 1,300 units in Billings
- Typical layout from Developer – 2026 →







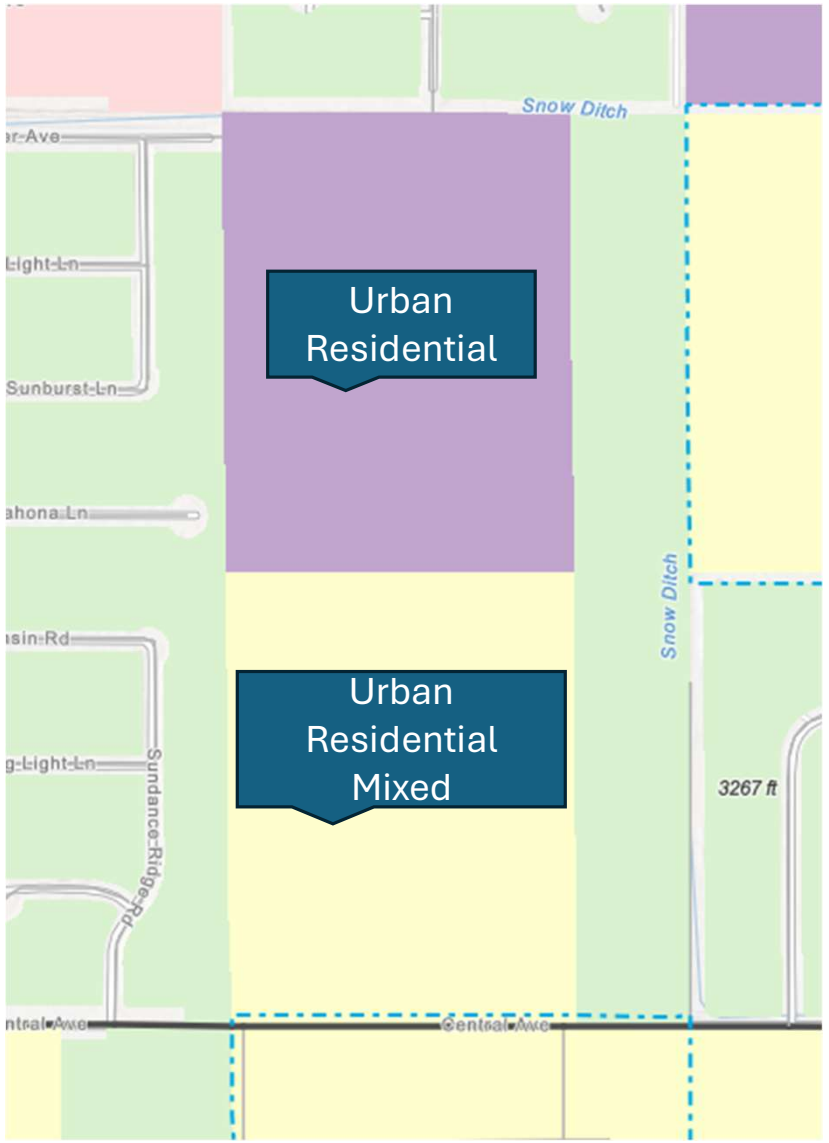


Our Proposed Density vs 2016 Growth Policy

- **Our Proposed Density = ~6 units/acre**
  - Low Density Scenario = 5 units/acre
  - Medium Density Scenario = 9 units/acre
  - High Density Scenario = 16 units/acre

Our Proposed Density vs Billings 2045 Growth Plan

- Our Proposed Density = ~6 units/acre
- Billings 2045 Placetypes Allow:
  - Urban Residential – 6 to 16 units/acre
  - Urban Residential Mixed – 12 to 24 units/acre



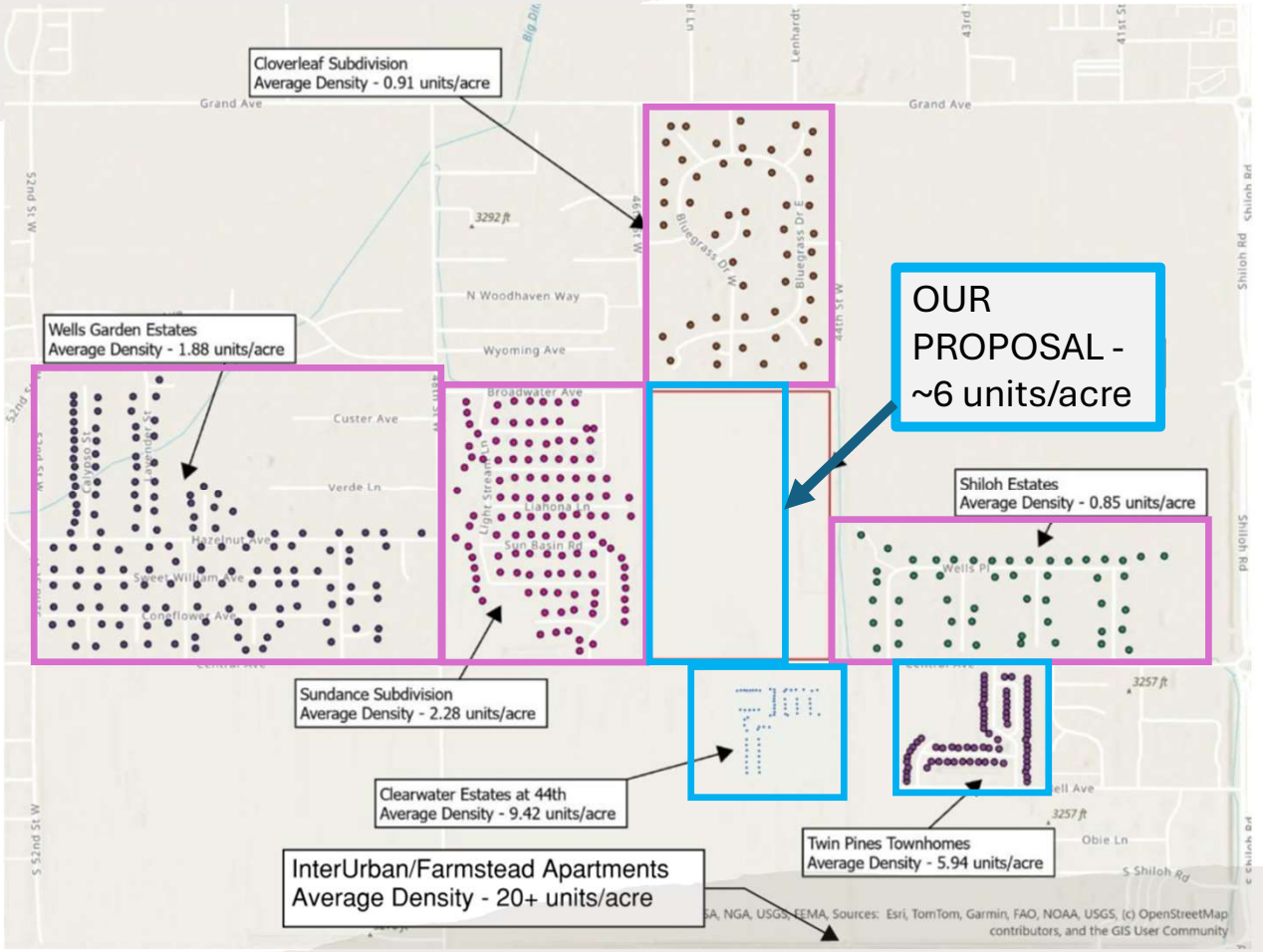
Our Proposed Density vs Adjacent Neighborhoods

COUNTY NEIGHBORHOODS
(0.33 – 1 units/acre)



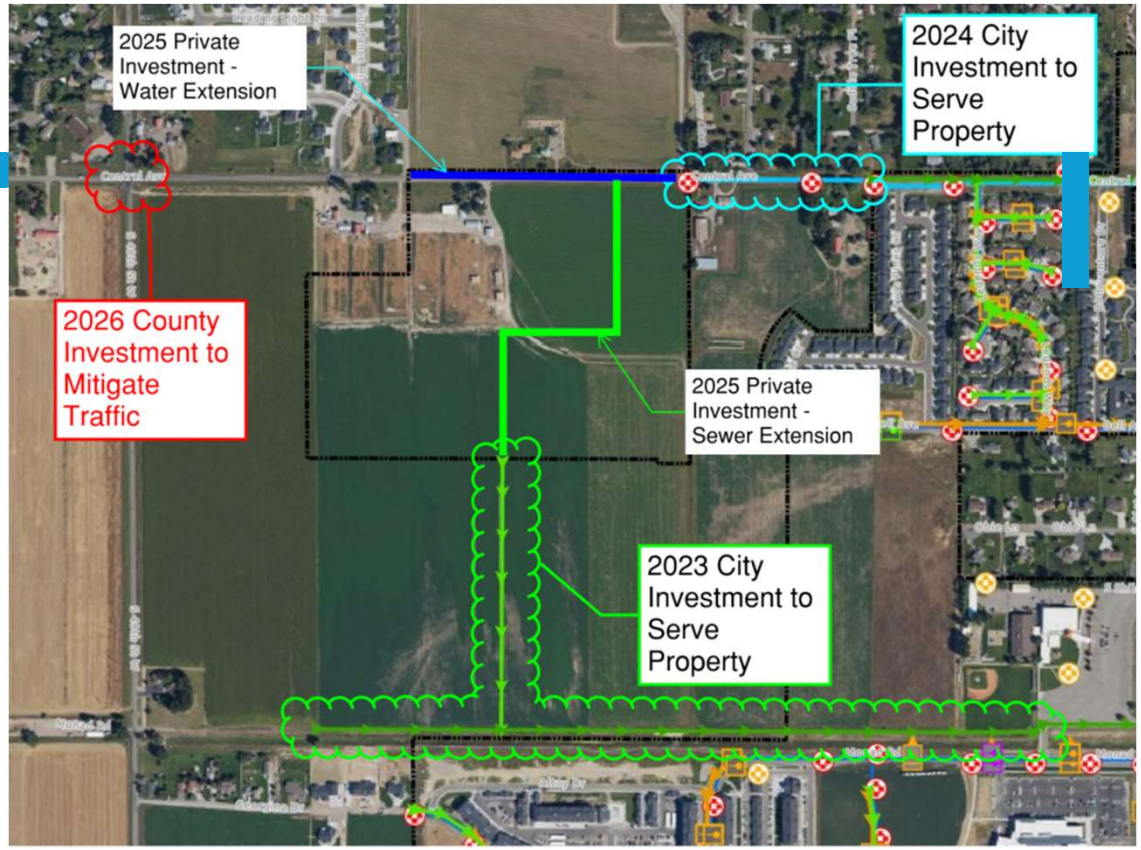
URBAN RESIDENTIAL (CITY)
(6-16 units/acre)





Growth Policy – Essential Investments

- City has been planned for **this property** to be annexed since 2022/23 and had been investing accordingly
  - Monad Road Sewer Extension (W.O. 23-07) - **$3.0 Million, completed in 2023**
  - Central Ave Water Extension (W.O. 24-18) - **$1.0 Million, completed in 2024**
- Road Improvements being made to mitigate traffic issues
  - **Traffic signal currently being installed at 48th/Central**
- Low density development (1-2 units/acre) would not cover long term **cost of service** of these investments by the City of Billings



Concerns from Neighbors



OUR DENSITY AS IT RELATES TO ADJACENT PROPERTIES



TRAFFIC GENERATION



FOR PURCHASE VS FOR LEASE



ADJACENT PROPERTY VALUES



PARK SPACE

Density Concern

- 360 residential units are currently contemplated – **built out over 10-12 years**
  - 180 duplex units = 360 single family lots
- Our density may decrease to roughly 300 residential units depending on final development plan
- Our proposed density of ~6 units/acre is a step down from City approved zoning across Central
- 85% of this proposal is N2/N3
  - **Lowest density available within City Zoning Options**
- County vs. City density is not comparable, but is still **compatible**



Traffic Concerns

1. Traffic signal and intersection improvements CURRENTLY being conducted at 48th and Central
2. Traffic Impact Study conducted for this project makes mitigation recommendations including:
    - Eastbound left turn lanes
    - Westbound right turn lane
    - Intersection impact contributions
3. Vehicular connection to Bluegrass Drive W (Cloverleaf) removed from requirements after coordination with City Staff
4. Cloverleaf Subdivision access via Grand Ave. roughly ½ mile from Project
5. Project to be built out in three phases over 10-12 years
6. Broadwater Avenue planned to connect to Shiloh Road in future

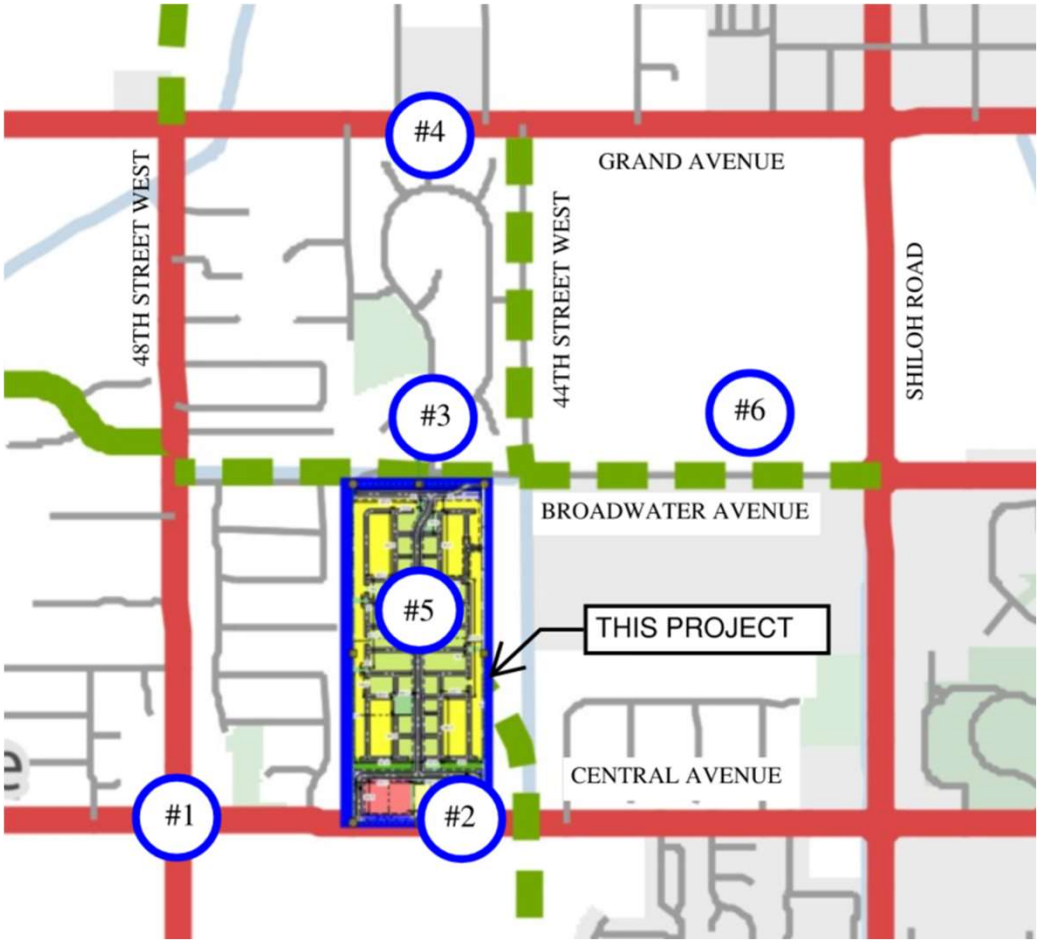


Image from Billings Long Range Transportation Plan

For Purchase vs For Lease

- Not a consideration of City, nor should it be, for land use applications (**Discriminatory**)
- "Most in demand are smaller affordable rental units, as the Housing Authority of Billings has identified over 1,200 households on the waiting list for rental units with one bedroom." – Growth Policy
- "The development of smaller rental units would….
  - Meet the needs of millennials, who prefer to rent small units."
  - Support the needs of the elderly, who may prefer to rent or purchase maintenance assisted condos."
- 30-40% of ALL housing is Leased
- Customer profile: young professionals, aging population, transitional housing

Adjacent Property Values

- Development of **multi-family properties for lease or sale has not been shown nationally or locally to decrease adjacent property values**: market trends, property maintenance, interest rates, time on market, etc.
- Studies conducted by the Joint Center for Housing Studies at Harvard and Shelterforce – no evidence of multi—family rental developments decreasing property value of surrounding properties
- Local Examples
  - Annafeld - New development with mix of for lease and for sale residences
  - Ridgeline Subdivision - New development with mix of for lease and for sale residences
  - Forrest Park - 12-plexes and Billings Housing Authority Apartments (~114 units, 14.25 units/ac) across 24th St W.

Appreciation Analysis

- Analysis of 24 single-family homes north of the Zimmerman Apartments found 96% showed positive appreciation over 8+ years.
- The average annual appreciation rate was 8.7%, with the only negative case tied to a peak-market purchase in 2022.
- Overall, no evidence that nearby multifamily development reduced home values; homes continued to appreciate strongly despite high-density apartments nearby.

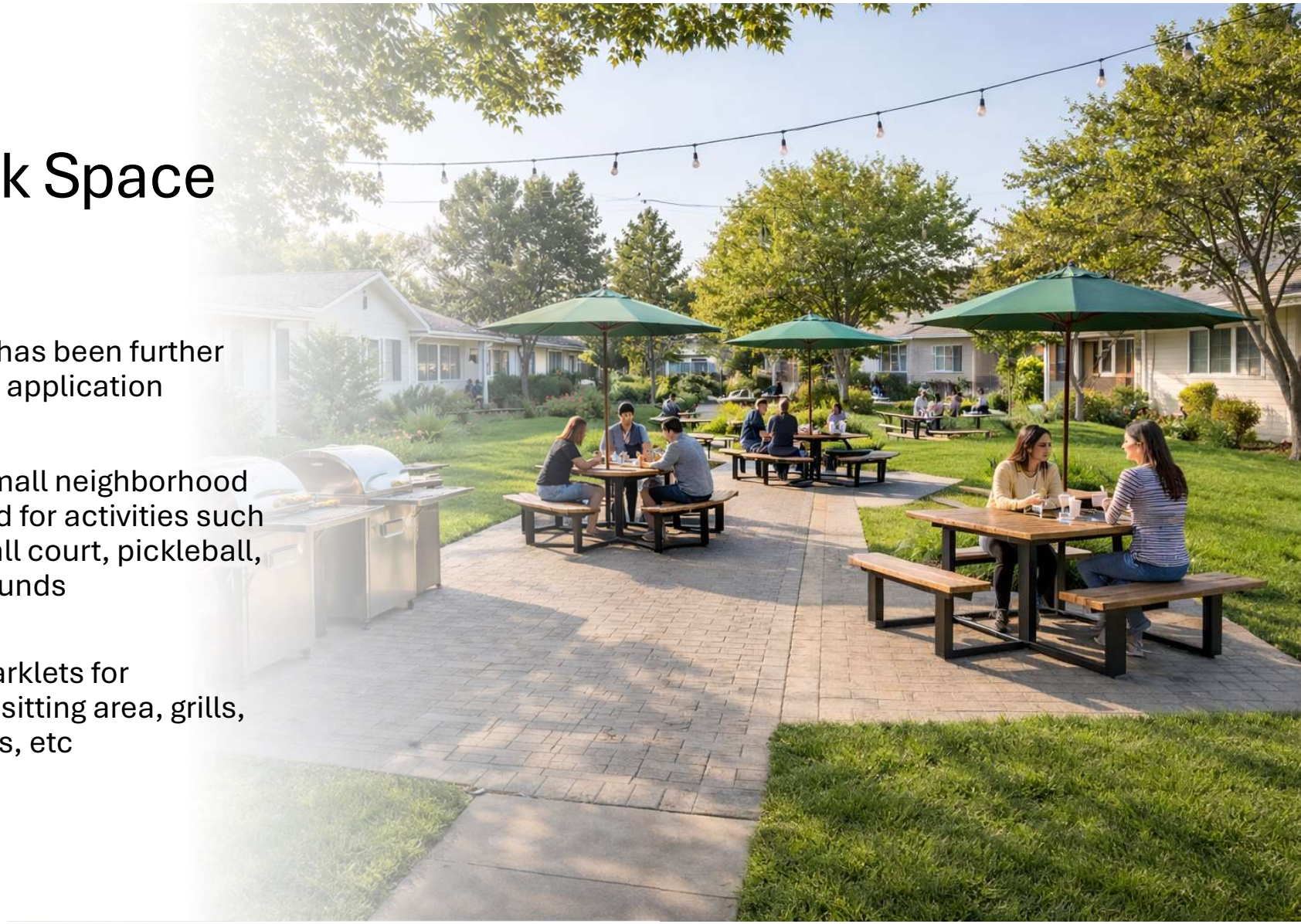
SUMMARY	
Total Properties Analyzed	**24 Homes**
Total Properties with Positive Appreciation	**23 of 24 Homes**
Average Annual Appreciation (All Comps)	**8.75%**

**One comp had a negative appreciation but was within 3% of original value. Negative appreciation is attributed to home being bought in 2022 at the peak of the market.*



Our Park Space

- Our Park Space has been further identified on the application
    - 4 distinct small neighborhood parks – sized for activities such as basketball court, pickleball, and playgrounds
    - 3 smaller parklets for community sitting area, grills, picnic tables, etc



Closing

- **We have worked to address the neighborhood concerns**
- **Proposal meets all statutory criteria** for a zone change within the City of Billings and complies with the Planned Neighborhood Development requirements.
- While not comparable to adjacent County neighborhoods, the planned use of largely single family zoning and our patio townhomes **are compatible**.
- Our planned density is step down from that across Central Avenue and further south, aligning more closely with the surrounding properties
- Our patio townhomes are consistent with the State's, City's, and Growth Policy's housing initiatives.
- **Request City Council to accept the recommendations of Planning Staff and the Zoning Commission and approve Application**.

Questions?

Zoning History for City ZC 1078

SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
Barber Farms	1074	11/24/2025	PND-MU	N	Withdrawn
SURROUNDING PROPERTY	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
2291 Avenue C	68	8/26/1974	PD to R-60	Y	Rosepark Plaza Apts 1981
3155 Avenue C	413	10/25/1983	R-96 to RMF-R	Y	Aspen Meadows 2005
1500 Golden Blvd	572	2/28/1994	A-1 to RMF	Y	Carriage Homes 1997
3737 Grand Ave	779	6/26/2006	RP to NC	Y	Multi-tenant office/retail
E.D. King Sub	782	7/10/2006	A-1 to CC	Y	Country Meadow Apts 1997
Skyview Ridge Subdivision	788	12/5/2006	A to CC, NC, RP, RMF-R, R60, R70, R70R, R96 and Public	Withdrawn	
1501 Zimmerman Trail	807	7/9/2007	R-60-R to CC & RP	Y	Ace Hardware & Offices
Skyview Ridge Subdivision	814	7/23/2007	R96 to R70R, R60, RMF-R, RP, NC, CC and Public	Yes	Zone districts updated 2021 to CMU1, NMU, NO, NX3, NX2, N2, N3 and Public 1
Cardwell Ranch PD	986	10/26/2020	Update to PD	Y	
Wild Rose Subdivision	998	9/21/2021	N4 to (MR-PND) consisting of N1, N2, N3, NX1 and P1	Y	Formerly Sweetgrass Subdivision
733 S 31st St. W	999	10/25/2021	CMU1 to CMU2	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	
Zimmerman Home Place	1038	10/3/2023	NX1 to NX2 & Nx3	Y	
4524 Central Ave	1045	4/8/2024	PND-A to CMU1,NMU,NX1,NX2,N2, P1	Y	
SCFF LOT 66A1, 67A1	1070	9/22/2025	PND-A to CMU1,NX1, N1, P1	Y	

RESOLUTION 26- _____

A RESOLUTION OF THE CITY OF BILLINGS APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT PARCEL 1A OF CERTIFICATE OF SURVEY 1007, S03, T01 S, R25 E

WHEREAS, Diane Lynn Browne, Donna Marie Barber-Schneider, Karin Ellen Barber ("the Applicant") filed an application for a zone change on March 2, 2026, to amend the Official Zoning Map; and

WHEREAS, the property is legally described as:, PARCEL 1A, C.O.S. 2007 in S03, T01 S, R25 E to be known as Lot 3 of Barber Farm Subdivision; the property is currently zoned as Agriculture (A); the Applicant proposes to change the zoning to Corridor Mixed Use 1 (CMU1), Neighborhood Mixed Use 1 (NX1), Mid Century Residential (N2), Suburban Neighborhood and Parks and open space 1 (P1); and

WHEREAS, a public hearing was held on April 7, 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 April 7, 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 April 27, 2026, and considered public testimony; and

WHEREAS, the City Council has determined that the proposed Zone Change 1078 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 PARCEL 1A, C.O.S. 2007 S03, T01 S, R25 E, to be known as Lot 3 of Barber Farm Subdivision is hereby changed from Agriculture (A) to Corridor Mixed Use 1 (CMU1), Neighborhood Mixed Use 1 (NX1), Mid Century Residential (N2), Suburban Neighborhood and Parks and open space 1 (P1). 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, April 27, 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. The final publication was made no less than 5 days prior to the hearing 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 27th day of April 2026.

CITY OF BILLINGS

BY:_____

Mike Nelson, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

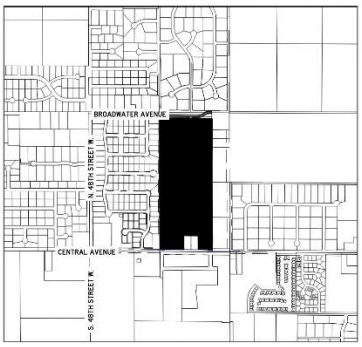
EXHIBIT A

PROPOSED PLANNED NEIGHBORHOOD DEVELOPMENT FOR

LOT 3 AND LOT 4 OF BARBER FARM SUBDIVISION

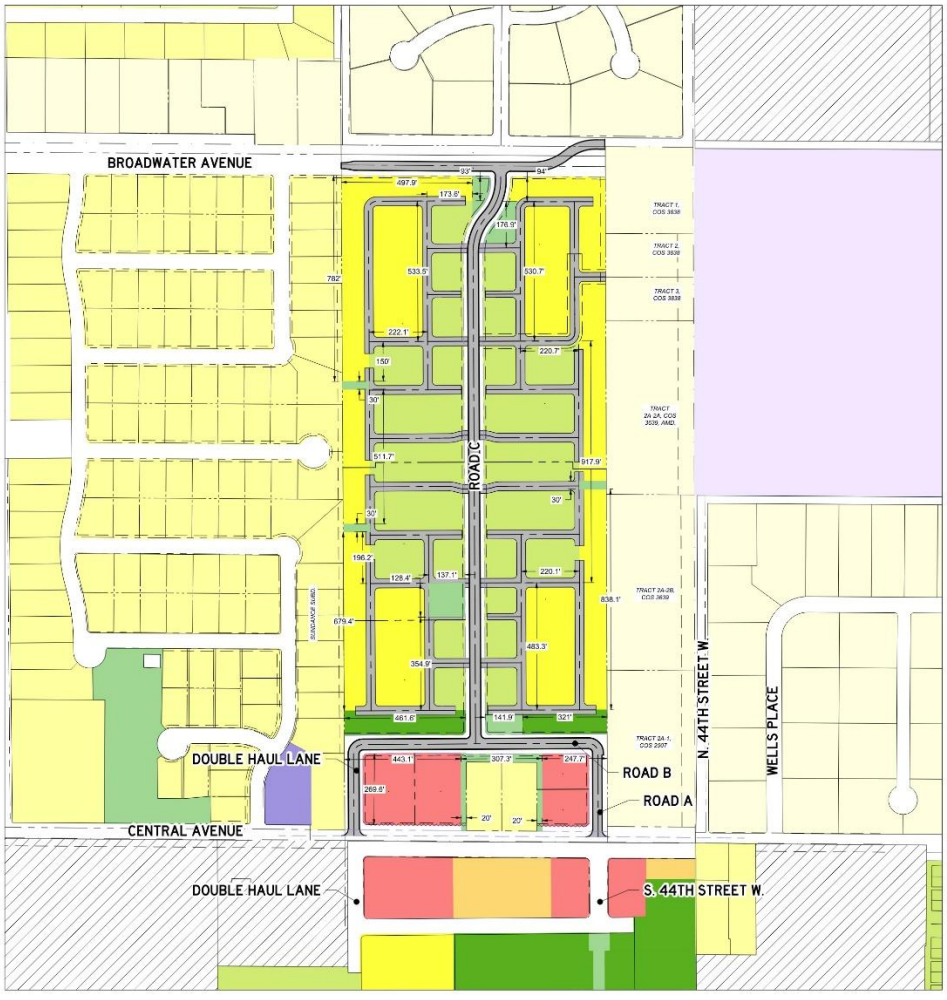
LOCATED SW 1/4 OF SECTION 3, T 01 S, R 25 E, P.M.M.
YELLOWSTONE COUNTY, MT

PREPARED FOR :
PREPARED BY : PERFORMANCE ENGINEERING, LLC



ZONING INFORMATION				
ZONING DISTRICT	GROSS AREA	PERCENTAGE	NET AREA*	PERCENTAGE
CMU 1	5.2	9.0	3.4	6.9
N2	23.7	40.8	20.8	42.5
N3	23.6	40.6	21.1	43.1
NX1	2.4	4.1	1.7	3.5
P1	3.2	5.5	2.0	4.1
TOTAL	58.1	100.0	48.9	100.0

*NET ACREAGE IS GROSS MINUS PUBLIC ROAD RIGHT-OF-WAY.

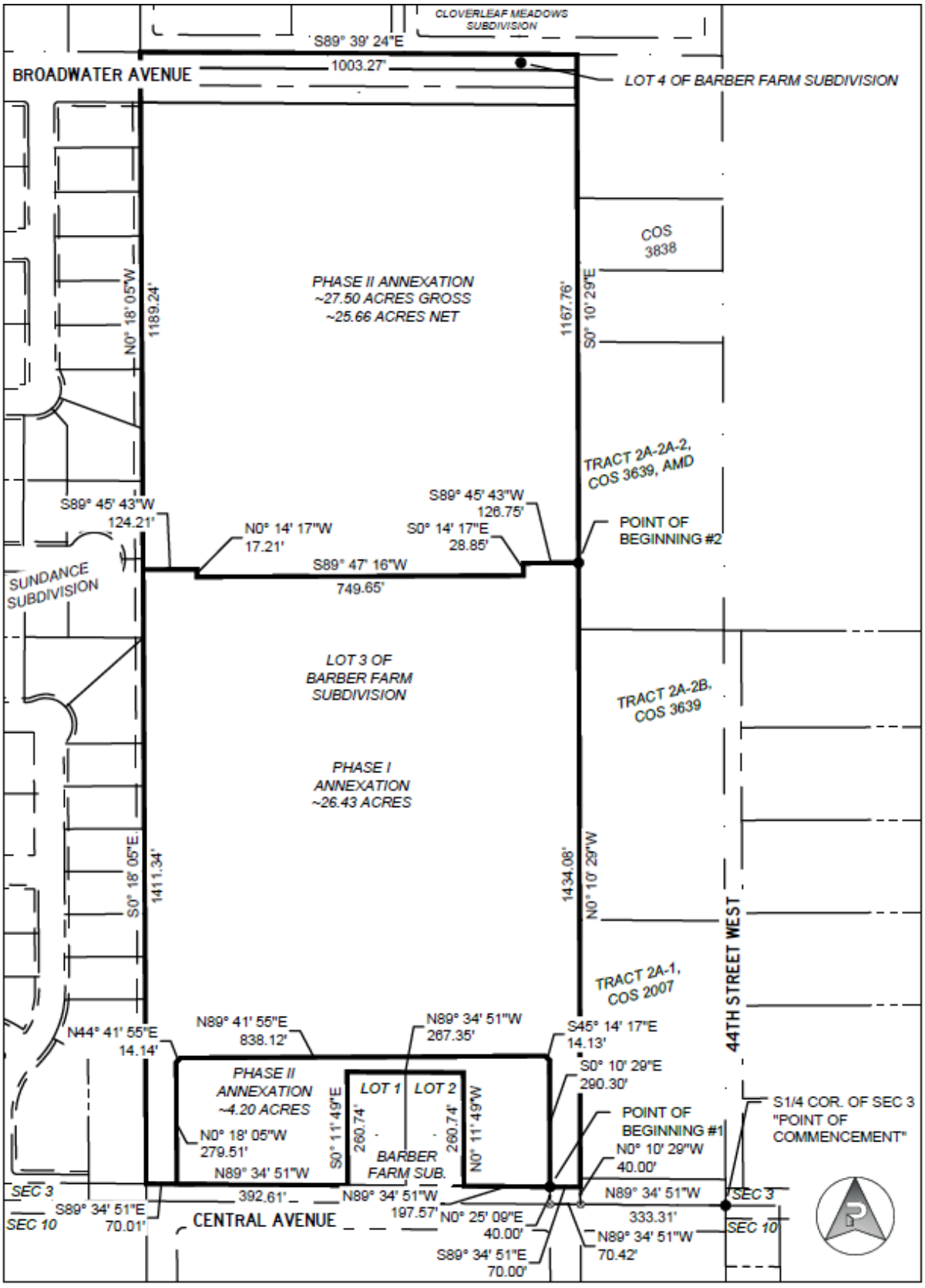


ZONING LEGEND

A - Agricutural (10+ acres)	N3 - Suburban Neighborhood	NX1 - Mixed Residential 1 (1-4 du/structure)	PD - Planned Development
CMU1 - Corridor Mixed- Use	N4 - Large Lot Suburban Neighborhood	NX2 - Mixed Residential 2 (2-8 du/structure)	RR1 - Rural Residential (1 to 2.99 acres)
N2 - Mid-Century Neighborhood	NMU - Neighborhood Mixed-Use	P1 - Open Space, Parks, Recreation	RR3 - Rural Residential (3 to 9.9 acres)

SHEET 1 OF 1

Exhibit B


CLOVERLEAF MEADOWS SUBDIVISION
S89° 39' 24"E
1003.27'
BROADWATER AVENUE
LOT 4 OF BARBER FARM SUBDIVISION
COS 3838
PHASE II ANNEXATION
~27.50 ACRES GROSS
~25.66 ACRES NET
N0° 18' 05"W
1189.24'
1167.76'
S0° 10' 29"E
TRACT 2A-2A-2, COS 3639, AMD
S89° 45' 43"W
124.21'
N0° 14' 17"W
17.21'
S89° 45' 43"W
126.75'
S0° 14' 17"E
28.85'
POINT OF BEGINNING #2
S89° 47' 16"W
749.65'
SUNDANCE SUBDIVISION
LOT 3 OF BARBER FARM SUBDIVISION
TRACT 2A-2B, COS 3639
PHASE I ANNEXATION
~26.43 ACRES
S0° 18' 05"E
1411.34'
1434.08'
N0° 10' 29"W
TRACT 2A-1, COS 2007
44TH STREET WEST
N44° 41' 55"E
14.14'
N89° 41' 55"E
838.12'
N89° 34' 51"W
267.35'
S45° 14' 17"E
14.13'
S0° 10' 29"E
290.30'
PHASE II ANNEXATION
~4.20 ACRES
LOT 1
LOT 2
N0° 18' 05"W
279.51'
N89° 34' 51"W
S0° 11' 49"E
260.74'
260.74'
N0° 11' 49"W
BARBER FARM SUB.
POINT OF BEGINNING #1
N0° 10' 29"W
40.00'
S1/4 COR. OF SEC 3
"POINT OF COMMENCEMENT"
SEC 3
SEC 10
S89° 34' 51"E
70.01'
392.61'
N89° 34' 51"W
CENTRAL AVENUE
197.57'
N0° 25' 09"E
40.00'
S89° 34' 51"E
70.00'
N89° 34' 51"W
333.31'
N89° 34' 51"W
70.42'
SEC 3
SEC 10

Consent 6. c.

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Annexation Agreement with Barber Farm (Lots 3 and 4 of Central Avenue)
PRESENTED BY: Tyler Westrope
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that the City Council approve the Annexation Agreement with Donna Barber-Schneider, Diana Browne, and Karin Barber representing Lots 3 and 4, Barber Farm Subdivision.

EXECUTIVE SUMMARY

City Council will consider annexation of parcels within the Barber Farm Subdivision along with an Annexation Agreement outlining standard development requirements. The agreement requires the developer to construct and fund necessary infrastructure, including streets and utilities, as well as pay traffic mitigation costs and system development fees at the time of development, while restricting vehicular access to the Cloverleaf Subdivision. Because the area is already served by existing City infrastructure, no immediate improvements or significant financial impacts are anticipated. Staff recommends approval of the Annexation Agreement for Lots 3 and 4 of the Barber Farm Subdivision.

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

At the April 27, 2026 meeting, City Council will consider the annexation of parcels within the Barber Farm Subdivision. The proposed Annexation Agreement includes standard provisions requiring off-site improvements upon development and a waiver of protest for Special Improvement Districts. Because the parcels are already served by existing City streets and utilities, no immediate infrastructure improvements or significant financial impacts are anticipated; however, the developer will be responsible for constructing any additional streets and utilities needed to serve future development.

The developer will also be required to fund traffic mitigation measures identified in a traffic study and pay applicable system development fees at the time of development. As part of the agreement, the developer must construct Broadwater Avenue along the project frontage; however, a vehicular connection to the Cloverleaf Subdivision is conditionally prohibited in response to public input and desired traffic patterns.

FISCAL EFFECTS

This annexation is served by an existing City street network and utilities. There are no significant financial impacts to the City associated with this annexation. Upon development of the annexed parcels, the Developer will be responsible to extend streets and utilities as needed to serve the Developer parcels and to pay associated system development fees and costs to mitigate traffic identified in a Traffic Impact Study.

STAKEHOLDERS

Stakeholders include the annexation petitioner, adjacent property owners, and the City of Billings.

ALTERNATIVES

City Council may:

- Approve the Annexation Agreement with the Developer; or
- Not approve the Annexation Agreement. If the agreement is not approved, Developer parcels will not be annexed and will not receive City services.

Attachments

PZX-26-00050 - Annexation Agreement - Barber Farm with Exhibit

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

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 20____, by and between Donna Barber-Schneider, Diana Browne, and Karin Barber, PO Box 121, Hogeland, MT 59529, hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 316 North 26th Street, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

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

> Lot 3 and Lot 4 of Barber Farm Subdivision situated in the E ½ of the SW ¼ of Section 03, Township 01 South, Range 25 East, P.M.M., Yellowstone County, Montana as depicted in Exhibit A. Said annexation contains a net and gross area of 58.13 acres, more or less.
>
> Above referenced property is hereinafter referred to as "Developer Tract."

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

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

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

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tract contingent upon an Annexation Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

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

1. *Roads and Access.* The Developer Tract will be accessed by way of two public accesses from Central Avenue and public access from Broadwater Avenue. Access to Central Avenue at the westernmost street access may be limited to a three-quarter access at the time street widening and other similar roadway improvements are made to Central Avenue. Vehicular access to Bluegrass Drive is prohibited from Developer Tract and Broadwater Avenue right-of-way until such a time as Cloverleaf Subdivision requests access to Broadwater Avenue or the City requires access upon annexation of Cloverleaf Subdivision. Restricting access to Bluegrass Drive does not preclude the City's right construct, or cause to be constructed, the north portion of Broadwater Avenue in the future. Pedestrian access to Bluegrass Drive within Cloverleaf Subdivision is required from Developer Tract and the Broadwater Avenue right-of-way with Phase II of the Developer Tracts' annexation.

2. *Sanitary Sewer.* The Developer Tract will be served by proposed sanitary sewer improvements. DEVELOPER will be required to extend an 8-inch sanitary sewer throughout the development to be connected into the existing sanitary sewer located in Central Avenue. The 8-inch sanitary sewer main is required to be extended to the eastern boundary of Developer Tract within the Broadwater Avenue right-of-way south of Lot 4 Barber Farm Subdivision as part of Phase II of Developer Tracts' annexation.

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

3. *Water.* The Developer Tract will be served by proposed water lines. DEVELOPER will be required to extend a 24-inch water main and appurtenances from Central Avenue to Broadwater Avenue. The water main shall be extended in Broadwater to the eastern boundary of the Developer Tracts located in the 40-foot right of way north of Lot 4 Barber Farm Subdivision. The construction of water main will be done in phases. Prior to commencement of Phase II, if the City elects to construct the water main from within the Barber Farm Subdivision to Broadwater Avenue and then to 44th Street West, the developer will be required to dedicate Lot 4 Barber Farm Subdivision to the public prior to the water main construction and also dedicate the north-south collector street right-of-way from Central Avenue to Broadwater Avenue to the public.

DEVELOPER may submit a compensation agreement to oversize the water main to a 24-inch water main in accordance with the City of Billings Rules and Regulations Governing Water and Sanitary Sewer. If the City of Billings installs the 24-inch water main prior to the DEVELOPER, DEVELOPER shall reimburse the City for applicable costs in accordance with the City of Billings Rules and Regulations Governing Water and Sanitary Sewer.

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

4. *Storm Drain.* The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018).

5. *Right-of-Way.* Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2023 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. DEVELOPER is required to dedicate as right-of-way along Developer Tract 20-feet along Central Avenue north of Tract 1A, Certificate of Survey No. 2007, Amended (Tax Code D00349), all of Tract 1A, Certificate of Survey No. 2007, Amended (Tax Code D00349) and a collector street right-of-way within Developer Tract from Central Avenue to Broadwater Avenue. DEVELOPER is also required to dedicate Lot 4 Barber Farm Subdivision as public right-of-way at the time of the annexation of Lot 4 Barber Farm Subdivision or at the time of the water main construction, depending on which scenario occurs first.

6. *Street Improvements.* DEVELOPER will be required at the time of development to construct all interior public streets to City Standards. Developer will be required to construct Broadwater Avenue with at least 30-feet asphalt width along with curb and gutter along the south side. A traffic impact study is required for the development. All improvements identified within the traffic impact study must be completed by DEVELOPER, unless the City plans to conduct said improvements as part of a larger project and collect contributions from the DEVELOPER in lieu of construction. This may include, but is not limited to, construction of a traffic signal at the intersection of Central Avenue and development's easternmost approach, turn lanes along Central Avenue, and street widening and curb and gutter along Central Avenue. Additionally, DEVELOPER will be required to construct a collector road within development starting at the intersection of development's easternmost approach and Central Avenue and extending through development to Broadwater Avenue. Internal collector road shall be

constructed with traffic calming improvements. All other improvements will be included in the waiver of right to protest.

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

7. *Sidewalk*. A sidewalk will be required to be constructed at the expense of the DEVELOPER along Central Avenue with Phase I annexation and Broadwater Avenue with Phase II annexation.

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

8. *Future Intersection Contributions.* A traffic impact study will be required for the development. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER.

9. *Public Improvements.* Should the City perform improvements listed in the Agreement or not listed in the Agreement benefitting the Developer Tract, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and parks maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the DEVELOPER properties can be included in a Special Improvements District for improvements identified in Annexation Agreement regardless of location of individual properties in relation to the improvements.

10. At the time of land development, DEVELOPER shall install trees along the western boundary of the property immediately adjacent to Sundance Subdivision between any building and said property line, and along the northern boundary (south of Broadwater Avenue) at a frequency of one tree

per forty (40) linear feet. Said plantings may be clustered, and must be placed so as to provide adequate clear sight triangles at intersections.

11. Annexation. The DEVELOPER has requested to develop and annex the property in phases as depicted in Exhibit A. The annexation is subject to the following conditions of approval:

    a. Phase 1 shall be considered annexed effective immediately upon approval of the mutually agreed upon Annexation Agreement.

    b. Phase 2 annexation will require a written request from the DEVELOPER to the Planning Division. The request shall refer to the document number of this filed resolution and expressly state the landowners desire to immediately include the property within city limits to be developed in accordance with the Planned Neighborhood Development. If deemed necessary, the City may bring forward a subsequent Resolution of Annexation for the City Council's review specifically related to Phase 2. Since both phases were included in the original petition, no new annexation petition fees will be collected by the Planning Division. Further, in no circumstance shall development of any kind (excepting and allowing City-installed water, sanitary sewer, or storm drain) to commence prior to the City accepting the written request and notification to the Department of Revenue (DOR), City of Billings Geographic Information Services (GIS) and the Yellowstone County Clerk and Recorder. If the Phase 2 written request has not been submitted within seven years of the date of this Resolution, the property will automatically be included in the City Limits. The City will initiate this annexation through notification to the DOR.

    c. Upon the approval of a subdivision associated with this Annexation and Planned Neighborhood Development, the Annexation Resolution may be amended by City Council to reflect any new phasing boundaries to be consistent with the required Subdivision Improvement Agreement and plat.

    d. If the conditions are not satisfied, or the developer requests changes inconsistent with the approval in the Resolution of Annexation, any new requests for the property legally described within this resolution shall be processed as a new petition of annexation.

12. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or

policies that are applicable to the development, redevelopment, or use of the subject property.

13. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

14. *Attorney's Fees.* In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

15. *Amendments and Modifications.* Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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

"DEVELOPER" Donna Barber-Schneider

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument , and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

"DEVELOPER" Diana Browne

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument , and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:

"DEVELOPER" Karin Barber

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument, and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

This Agreement is hereby approved and accepted by 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 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:_____

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST

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

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

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

Lot 3 and Lot 4 of Barber Farm Subdivision situated in the E ½ of the SW ¼ of Section 03, Township 01 South, Range 25 East, P.M.M., Yellowstone County, Montana.

"DEVELOPER" Donna Barber-Schneider

By: _____
Title:_____

STATE OF MONTANA)
:ss.
County of Yellowstone)

On this____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____of Developer Tract and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

"DEVELOPER" Diana Browne

By: _____
Title:_____

STATE OF MONTANA)
:ss.
County of Yellowstone)

On this____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____of Developer Tract and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

"DEVELOPER" Karin Barber

By: _____
Title:_____

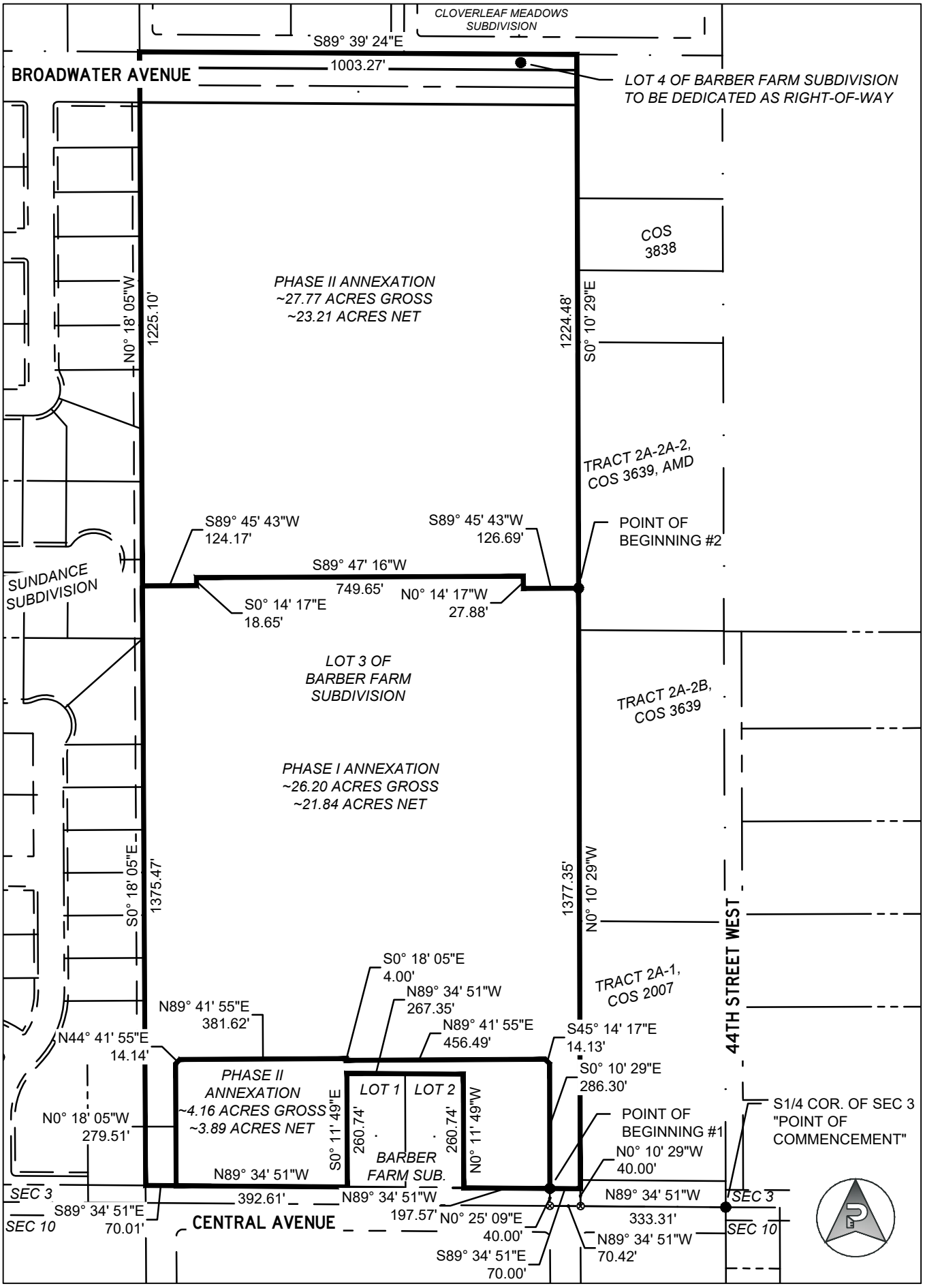
STATE OF MONTANA)
:ss.
County of Yellowstone)

On this____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____of Developer Tract and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

EXHIBIT "A"


CLOVERLEAF MEADOWS SUBDIVISION
S89° 39' 24"E
1003.27'
BROADWATER AVENUE
LOT 4 OF BARBER FARM SUBDIVISION TO BE DEDICATED AS RIGHT-OF-WAY
COS 3838
PHASE II ANNEXATION ~27.77 ACRES GROSS ~23.21 ACRES NET
N0° 18' 05"W
1225.10'
1224.48'
S0° 10' 29"E
TRACT 2A-2A-2, COS 3639, AMD
S89° 45' 43"W 124.17'
S89° 45' 43"W 126.69'
POINT OF BEGINNING #2
S89° 47' 16"W 749.65'
S0° 14' 17"E 18.65'
N0° 14' 17"W 27.88'
SUNDANCE SUBDIVISION
LOT 3 OF BARBER FARM SUBDIVISION
TRACT 2A-2B, COS 3639
PHASE I ANNEXATION ~26.20 ACRES GROSS ~21.84 ACRES NET
S0° 18' 05"E
1375.47'
1377.35'
N0° 10' 29"W
44TH STREET WEST
S0° 18' 05"E 4.00'
N89° 34' 51"W 267.35'
TRACT 2A-1, COS 2007
N89° 41' 55"E 381.62'
N89° 41' 55"E 456.49'
S45° 14' 17"E 14.13'
N44° 41' 55"E 14.14'
S0° 10' 29"E 286.30'
PHASE II ANNEXATION ~4.16 ACRES GROSS ~3.89 ACRES NET
LOT 1
LOT 2
S0° 11' 49"E
260.74'
260.74'
N0° 11' 49"W
BARBER FARM SUB.
N0° 18' 05"W 279.51'
POINT OF BEGINNING #1
S1/4 COR. OF SEC 3 "POINT OF COMMENCEMENT"
N0° 10' 29"W 40.00'
N89° 34' 51"W
SEC 3
SEC 10
S89° 34' 51"E 70.01'
392.61'
N89° 34' 51"W
197.57'
N0° 25' 09"E 40.00'
333.31'
SEC 3
SEC 10
CENTRAL AVENUE
N89° 34' 51"W 70.42'
S89° 34' 51"E 70.00'

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Annexation 26-03, Ward Boundary Ordinance, 1st Reading
PRESENTED BY: Hunter Kelly, Planner 1
Department: Planning & Community Services
Presentation: No
Legal Review: No
Project Number: PZX-26-00050

RECOMMENDATION
Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward 5.

EXECUTIVE SUMMARY
As part of the action to annex Lots 3 and 4 Barber Farms/Central Avenue Subdivision, the City must include recently annexed land into an election ward.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
Performance Engineering, on behalf of Donna Maria Barber-Schneider, Diana Lynee Browne, and Karin Ellen Barber, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located north of Central Avenue, south of Broadwater Avenue, and west of 44th Street West. The land being annexed is described as A portion of Lot 3 of Barber Farm Subdivision situated in the E1/2 of the SW1/4 of Section 03, Township 01 South, Range 25 East, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Commencing at the south quarter corner of said Section 3, said point being the Point of Commencement ; thence N 89°34 '51"W following the section line common to Section 3 and Section 10 a distance of 333.31 feet ; thence N89 °34 '51"W following the same line a distance of 70.42 feet ; thence N 00°25'09"E a distance of 40.00 feet, to Point of Beginning #1; thence S89°34'51"E following the north right-of-way line for Central Avenue a distance of 70.00 feet; thence N00°10 '29 "W following the eastern boundary of Barber Farm Subdivision a distance of 1377.35 feet; thence S 89°45'43"W a distance of 126. 69 feet; thence N00°14'17"W a distance of 27.88 feet; thence S89°47'16"W a distance of 749.65 feet; thence S00°14'17" E a distance of 18.65 feet; thence S89°45'43"W a distance of 124.17 feet; thence S00°18'05"E following the eastern boundary of Sundance Subdivision a distance of 1375.47 feet; thence S89 °34'51"E following the north right-of-way line for Central Avenue a distance of 70.01 feet; thence N00°18'05"W a distance of 279.51 feet; thence N44°41'55"E a distance of 14.14 feet; thence N 89°41'55"E a distance of 381.62 feet; thence S00°18'05"E a distance of 4.00 feet; thence N89°41'55"E a distance of 456.49 feet; thence S45°14'17"E a distance of 14.13 feet; thence S00°10'29"E a distance of 286.30 feet, back to Point of Beginning #1, including all adjacent rights-of-way.

Said annexation boundary contains gross area approximately of 26. 20 acres and a net area of 21.84 acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward 5. 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 May 11, 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 5, or;
- Disapprove adding the subject property to Ward 5. Disapproval will not modify the boundary of Ward 5 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 5 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 5 the following described real property:

A portion of Lot 3 of Barber Farm Subdivision situated in the E 1/2 of the SW 1/4 of Section 03, Township 01 South, Range 25 East, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Commencing at the south quarter corner of said Section 3, said point being the Point of Commencement ; thence N89˚34 ’51”W following the section line common to Section 3 and Section 10 a distance of 333.31 feet; thence N 89 °34 ’51”W following the same line a distance of 70.42 feet; thence N00°25’09”E a distance of 40.00 feet, to Point of Beginning #1; thence S89°34’51”E following the north right-of-way line for Central Avenue a distance of 70.00 feet; thence N00˚10 ’29 ”W following the eastern boundary of Barber Farm Subdivision a distance of 1377.35 feet; thence S89°45’43”W a distance of 126. 69 feet; thence N00°14’17”W a distance of 27.88 feet; thence S89°47’16”W a distance of 749.65 feet; thence S 00°14’17” E a distance of 18.65 feet; thence S89°45’43”W a distance of 124.17 feet; thence S00°18’05”E following the eastern boundary of Sundance Subdivision a distance of 1375.47 feet; thence S89 °34’51”E following the north right -of -way line for Central Avenue a distance of 70.01 feet; thence N00°18’05”W a distance of 279.51 feet; thence N44°41’55”E a distance of 14.14 feet; thence N89°41’55”E a distance of 381.62 feet; thence S00°18’05”E a distance of 4.00 feet; thence N89°41’55”E a distance of 456.49 feet; thence S45°14’17”E a distance of 14.13 feet; thence S00°10’29”E a distance of 286.30 feet , back to Point of Beginning #1, including all adjacent Rights-of-Way.

Said annexation boundary contains gross area of 26.20 acres and a net area of 21.84 acres, more or less.

(#26-03) See Phase I of 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 27th day of April, 2026.

PASSED by the City Council on the second reading this 11th Day of May, 2026.

THE CITY OF BILLINGS:

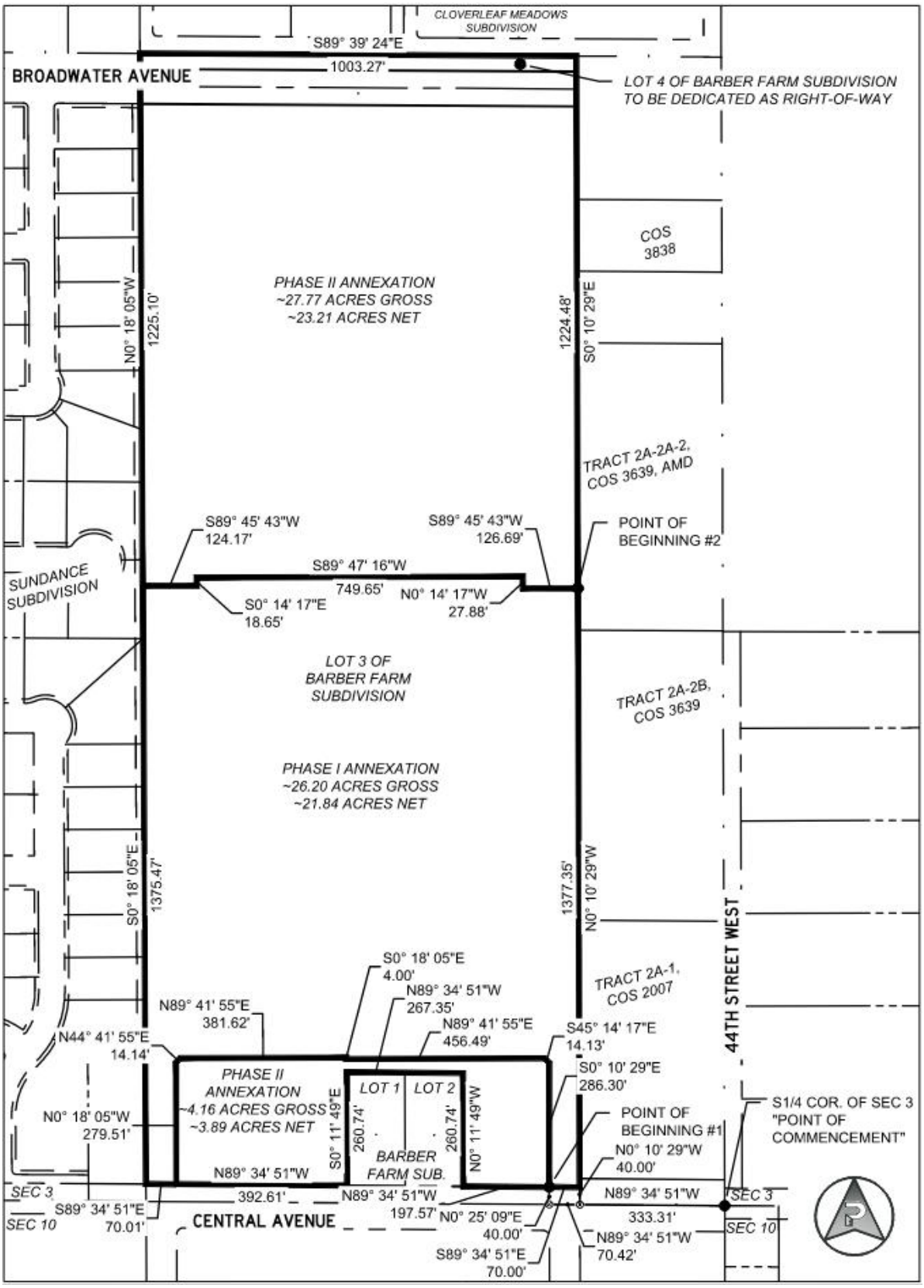
_____
Mike Nelson, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#26-03)

Exhibit "A"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S89° 39' 24"E
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LOT 4 OF BARBER FARM SUBDIVISION TO BE DEDICATED AS RIGHT-OF-WAY
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SUNDANCE SUBDIVISION
LOT 3 OF BARBER FARM SUBDIVISION
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PHASE I ANNEXATION
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S0° 11' 49"E
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N0° 18' 05"W
279.51'
POINT OF BEGINNING #1
S1/4 COR. OF SEC 3 "POINT OF COMMENCEMENT"
N0° 10' 29"W
40.00'
N89° 34' 51"W
BARBER FARM SUB.
SEC 3
SEC 10
S89° 34' 51"E
70.01'
392.61'
N89° 34' 51"W
197.57'
N89° 34' 51"W
333.31'
SEC 3
SEC 10
CENTRAL AVENUE
N0° 25' 09"E
40.00'
N89° 34' 51"W
70.42'
S89° 34' 51"E
70.00'

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Annexation 26-04, Resolution to Annex Larson Family Property, LLC.
PRESENTED BY: David Green
Department: Planning & Community Services
Presentation: Yes
Legal Review: Yes
Project Number: PZX-26-00055

RECOMMENDATION

Staff recommends the City Council hold a public hearing on the annexation. Upon completion of the hearing, staff recommends the City Council annex the petitioned property with the recommended conditions of approval.

EXECUTIVE SUMMARY

Larson Family Properties, LLC is requesting to annex approx. 53 acres near the intersection of Shiloh and Zoo Drive. The property is currently used for farming activities. As part of the annexation, the property will be rezoned to allow for the development of residential and commercial lots on the land they are proposing to annex. 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)

Sanbell, on behalf of Larson Family Properties LLC, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located west of the intersection / roundabout of Shiloh Road and Zoo Drive. It is legally described as Tract D of Amended Tract 1-A-2 of COS 1100, Tract 2-B of Amended Plat of Tract 2, COS 1100, and Tract 2-A-1 of Amended Tract 2-A of Amended Tract 2, COS 1100, S22, T01 S, R25 E. Said annexation boundary is approximately 53 acres gross including adjacent rights-of-way.

The property is currently zoned Ag (Agriculture), NMU (Neighborhood Mixed Use), and RR1 (Rural Residential 1). These zoning districts are county zones. The applicant is undergoing a concurrent zone change to Corridor Mixed Use 1 (CMU1), Mixed Residential 1 (NX1), First Neighborhood Residential (N1) and Parks and Open Space 1 (P1) to allow for future commercial and 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 development 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.*
    - There are no current park maintenance districts in the area. Any park maintenance district would be a new district.
6. *Residential densities planned for development within the area to be annexed must meet an overall average minimum density of primary dwelling units per acre as per the current City of Billings Growth Policy or similar planning documents.*
    - The annexation will result in the creation of multi-family, single family, and duplex density with the lots being created. The multi-family density will have some similarities with the density of the development to the north. The single family and duplex density will be similar to the lower density of some county development to the southwest.

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 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 a water main in Shiloh Road along the frontage of the above-described property.
- *Storm water:* Any development will be compliant with the adopted Stormwater Management Manual.
- *Transportation:* The developed land will be accessed from Shiloh Road. The main access will be from the Shiloh Road and Zoo Drive roundabout. The Public Right-of-way along Shiloh Road north of the roundabout is already dedicated to the City of Billings. Right-of-way south of the roundabout is controlled by MDT.
- *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 fire station serving this area is Station #7, approximately 6 road miles 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. Route 23, South West end "Circulator" does go past the property with a stop, 2312, at Pierce Parkway and Shiloh Road. This stop is approximately 438 feet from the south-east corner of the proposed annexation property.
- *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 have been met.

The Planning Division staff supports the annexation because it is consistent with the Limits of Annexation map and the criteria of the annexation policy have 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, ward boundary ordinance, and zone change. On March 16, 2026, the annexation petition was submitted to the Planning Division by the owner's agent. On April 27, 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:

Legal Description of Property to be annexed:

Parcels of land more particularly described as follows:

Tract D of Amended Tract 1-A-2 of COS 1100, Tract 2-B of Amended Plat of Tract 2, COS 1100, and Tract 2-A-1 of Amended Tract 2-A of Amended Tract 2, COS 1100, S22, T01 S, R25 E
Said annexation contains approximately 53 acres gross and net, more or less, including all adjacent Rights-of-Way.

(# 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 27th Day of April.

CITY OF BILLINGS:

BY: _____
Mike Nelson, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk
(# 26-01)

EXHIBIT A

ANNEXATION EXHIBIT

WITHIN

TRACTS 2B, & 2A1 OF AMENDED TRACT 2 C.O.S. 1100
AND TRACT D OF AMENDED TRACT 1-A-2 OF C.O.S. 1100
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LARSON FAMILY PROPERTIES, LLC
PREPARED BY : sanbell
FEBRUARY, 2026
BILLINGS, MONTANA



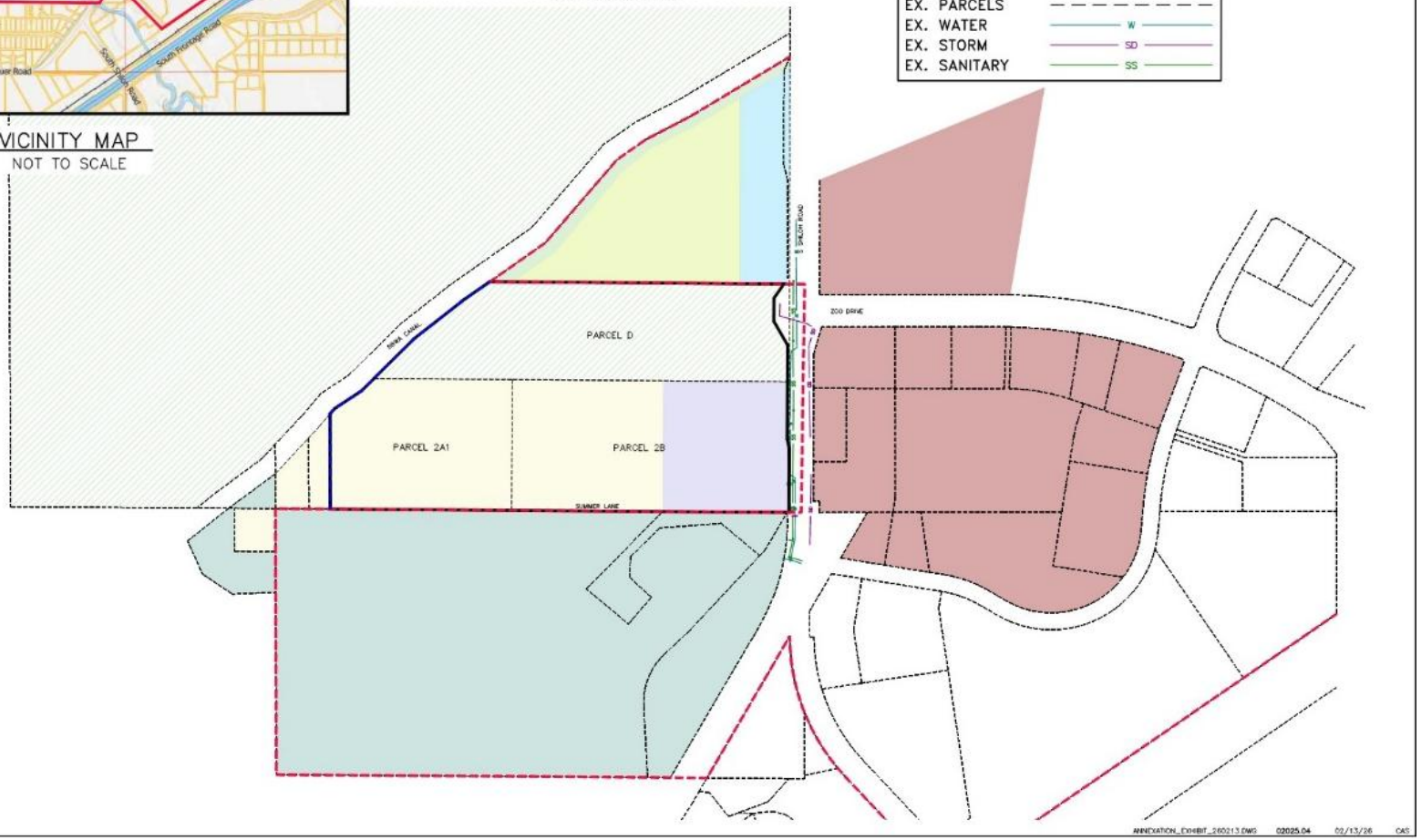
VICINITY MAP
NOT TO SCALE

LEGEND

A		N2	
P1		NO	
P2		CX	
RR1		NMU	
PRO. CITY LIMITS			
EX. CITY LIMITS			
EX. PARCELS			
EX. WATER		W	
EX. STORM		SD	
EX. SANITARY		SS	

NORTH

250 0 250 500
SCALE:1" = 500'



ANNEXATION_EXHIBIT_260213.DWG 02025.04 02/13/26 CAS


Subject property, Annexation Zone 1.
ZOO DR
S SHILOH RD
Canyon Creek Ditch

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Zone Change 1080 PND - from AG, NMU, RR1 to CMU1, NX1, N1, P1 - Public Hearing and Resolution
PRESENTED BY: David Green
Department: Planning & Community Services
Presentation: Yes
Legal Review: No
Project Number: PZX-26-00042

RECOMMENDATION
The Zoning Commission is recommending approval of Zone Change 1080 and adoption of the findings of the 10 review criteria.

EXECUTIVE SUMMARY
This request involves a PND-MU zone change and annexation of approximately 53 acres located west of Shiloh Road near Zoo Drive. The proposal would rezone the property from County designations Agriculture (Ag), Rural Residential 1 (RR1) and Neighborhood Mixed Use (NMU) to a mix of Corridor Mixed Use 1 (CMU1), Mixed Residential 1 (NX1), First Neighborhood Residential (N1), and Public and open space (P1), creating a mixed-use development with commercial frontage along Shiloh Road, transitioning to higher-density residential and then lower-density residential adjacent to existing county properties.

The proposal aligns with the 2016 Growth Policy and the West Billings Neighborhood Plan by supporting mixed-use development, a range of housing types, connectivity, and appropriate land use transitions.

The site is within the City's annexation area, with annexation and zoning proceeding concurrently. Future subdivision and master site plan reviews will address infrastructure, layout, and design. Existing nearby City services position the property for coordinated urban development. This PND will allow commercial uses to front the project and keep the housing away from Shiloh Road, a major arterial road.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
This is a zone change request from Agriculture (A), Rural Residential 1 (RR1), and Neighborhood Mixed Use (NMU) to Corridor Mixed Use 1 (CMU1), Mixed Residential 1 (NX1), First Neighborhood (N1) and Parks and open space 1 (P1) on approximately 53 acres. The property is legally described as Tract D of Amended Tract 1-A-2 of COS 1100, Tract 2-B of Amended Plat of Tract 2, COS 1100, and Tract 2-A-1 of Amended Tract 2-A of Amended Tract 2, COS 1100, S22, T01 S, R25 E. The property is generally located west of Shiloh Road and north of Summer Lane. This is a zone change request using the Planned Neighborhood Development Mixed Use (PND-MU) zone change process for a proposed annexation. PND-MU will include approximately 34 acres of CMU1 on the Shiloh Road frontage, 9 acres of NX1, 6 acres of N1, and 2 acres of P1. These acreage amounts reflect approximate gross acres.

This area of Billings has experienced a great deal of growth and development recently with retail and some housing to the north. Housing demand has reached a high level while supply of all types of housing choices has not kept up with the demand. Development on the edge of the City of Billings presents challenges, including transitions between adjacent county properties and new urban neighborhoods. While these transitions do not require homogeneity, the development plan will include buffering, connectivity that supports the planned network in the neighborhood plus existing and needed ROW dedications.

The proposed PND-MU zoning is consistent with the goals and policies of both the 2016 Billings Growth Policy and the 2001 West Billings Neighborhood Plan. The West Billings Neighborhood Plan emphasizes the importance of compatible land use patterns and a range of housing types and densities, which are supported by the proposed zone change. It also promotes a gradual transition from existing residential development to the west toward higher-intensity uses, including multifamily, mixed-use, and commercial development along the Shiloh Road corridor. Similarly, the 2016 Billings Growth Policy encourages a diverse mix of housing options, the development of walkable neighborhoods with strong connectivity to transportation networks and services, and the creation of cohesive community spaces through thoughtful urban design. The proposed zoning aligns with these objectives by incorporating commercial uses along Shiloh Road, transitioning to higher-density residential uses internally, and providing lower-density development adjacent to existing County residential areas.

The subject property is located within the City's Limits of Annexation (Zone 1), with the annexation petition proceeding concurrently with the proposed zone change. Following annexation and zoning, the property will be subject to subdivision review, which will evaluate traffic impacts, connectivity, public utilities, and other applicable design requirements. Subsequent development involving multiple structures on individual lots will require Master Site Plan approval. This review will address the overall layout of the development, including private and public roadway design, building placement and design, landscaping, and utility infrastructure. Although the property is located near the edge of the City, municipal services are available in the Shiloh Road area and can be extended to serve the site upon annexation. This availability of infrastructure supports coordinated and orderly development consistent with City standards.

APPLICATION DATA:
APPLICANT: Larson Family Properties LLC
AGENT: John Halverson, Sanbell Engineering
LEGAL DESCRIPTION: Tract D of Amended Tract 1-A-2 of COS 1100, Tract 2-B of Amended Plat of Tract 2, COS 1100, and Tract 2-A-1 of Amended Tract 2-A of Amended Tract 2, COS 1100, S22, T01 S, R25 E
ADDRESS: N/A
CURRENT ZONING: Agricultural (Ag) Neighborhood Mixed-Use (NMU) Rural Residential 1 (RR1)
PROPOSED ZONING: Corridor Mixed Use 1 (CMU1) Mixed Residential 1 (NX1) First Neighborhood Residential (N1) and Parks and Open Space 1 (P1).
EXISTING LAND USE: Agriculture/Vacant
PROPOSED LAND USE: Mixed Use
SIZE OF PARCEL(S): 53 acres

SURROUNDING LAND USE & ZONING:
NORTH Zoning: N2 - Mid-Century Neighborhood, NO - Neighborhood Office, P1 - Parks and Open Space (City)
NORTH Land Use: Residential
SOUTH Zoning: P2 - Public, Civic and Institutions
SOUTH Land Use: Zoo Montana
EAST Zoning: CX - Heavy Commercial
EAST Land Use: Costco Retailer
WEST Zoning: A - Agriculture
WEST Land Use: City of Billings future water detention facility

SUMMARY
Before making a recommendation to the City Council, the Zoning Commission shall consider the following findings of the ten review criteria:

1) Is the new zoning designed in accordance with the Growth Policy?
The proposed Mixed-Use Planned Neighborhood Development (MU-PND) zoning is consistent with the 2016 Billings Growth Policy. The development supports the City's goals for housing diversity, walkable and safe neighborhoods, efficient use of infrastructure, and long-term economic vitality. The following sections summarize key Growth Policy goals.
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.
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, connectivity, pedestrian-scale streetlights, street trees and walkable access to public spaces.
- Neighborhoods that are safe and attractive and provide essential services are much desired.

Home Base:

- A mix of housing types that meet the needs of a diverse population is important.
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe.
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

Essential Investments:

- Infill development and development near existing city infrastructure may be the most cost-effective.
- Neighborhoods that are safe and attractive and provide essential services are much desired.
- Infrastructure and service investments that stabilize or improve property values, secure future utility costs,

consider maintenance costs, and improve environmental quality far into the future (i.e., energy efficient) are desirable.

The proposed zoning supports these objectives by providing a mix of residential types (single-family, duplex, and multi-family units) to meet diverse population needs. The inclusion of CMU1 commercial uses creates convenient neighborhood destinations, fostering walkability and social interaction. Subdivision design standards will incorporate complete streets and pedestrian-scale lighting, ensuring safe streetscapes. By locating development near existing city infrastructure, the project uses public services efficiently and promotes orderly growth. Commercial and residential integration also contributes to long-term economic activity.

The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed MU-PND for the property is consistent with the following adopted Policies of Planned Growth.
Goal 1: Establish Development Patterns that Use Land More Efficiently

- Policy E Commercial nodes should contain business development sites of various sizes to accommodate a variety of businesses.
- Policy M Development in the West Billings planning area shall provide for a variety of residential types and densities.
- Policy R Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments.

The proposed zoning supports these policies by creating a commercial node that includes approximately 34.88 acres of CMU1 along the Shiloh Road frontage. This area will be, in the future, subdivided into smaller lots. This provides space for a variety of businesses while maintaining compatibility with surrounding uses. The mix of housing types allowed within NX1 and CMU1 ranges from 1 to 9+ dwelling units per structure, offering a variety of residential options that align with Policy M. N1 zoning allows for higher density of single-family and duplexes. This zoning is near the existing County residential housing that exists just outside this proposed area in the south-west corner.

2) Is the new zoning designed to secure from fire and other dangers?
All proposed zoning districts included within the Mixed Use PND are subject to established setbacks, build-to areas, height restrictions, and building codes, which help maintain safe separation between structures and minimize fire and other hazards. Subdivision and Master Site Plan reviews ensure that streets, access points, and fire hydrants are designed and installed to provide adequate emergency response throughout the development. Building design and materials will comply with the International Building Code and International Fire Code, which regulate safe egress and hydrant location.

3) Whether the new zoning will promote public health, public safety and general welfare?
The mix of residential and commercial uses encourages walkable neighborhoods, providing convenient access to parks, open spaces and services. This supports physical activity and social interaction, contributing to overall public health. As mentioned in Criteria 2, the proposed zoning complies with setbacks/build to zones, building separation requirements, and height restrictions, which help reduce fire risk and other hazards. Master Site Plan and subdivision reviews ensure streets, sidewalks, and access points are designed for emergency vehicle access, safe circulation for all users in the neighborhood area, and utility lines with fire hydrants will meet City standards to ensure reliable emergency response. The future subdivision will require a traffic impact study to analyze the impact of the proposed development on intersections. If the future development is determined to have an impact on area intersections the developer will be required to make a proportionate share contribution associated with the impacts.

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
Transportation: The applicant has started the process of developing a traffic impact study (TIS) as part of the subdivision process. The TIS identifies intersections within proximity to the development to evaluate their current level of service and the development's impact on each intersection. If impacts are determined, the developer is required to contribute their proportionate contribution. This contribution is then used to improve intersections in the area.
Water and Sewer: This property has water and sewer lines along the Shiloh Road frontage with stubs into the property. As part of the annexation agreement, the City evaluates water and sewer sizing for the proposed development while anticipating future development. Adequate provision of water and sewer are addressed within the agreement.
Schools and Parks: The proposed zoning itself will have no impact on schools or parks, but the development will. Schools and parks will be affected by the new residential housing units. SD #2 will be contacted for comments with the subdivision review as lot design is finalized.

Fire and Police: The subject property will be served by city public safety services. The Police and Fire Departments were both contacted for comments on the proposed zone change. The police department currently has a route in the area and do not have concerns. The fire department have no comments at this time as this is a zone change and does not show structures or streets.

5) Will the new zoning provide adequate light and air?
The proposed zoning is designed to maintain adequate light, air, and openness for all residents and adjacent properties. Each zoning district, CMU1, NX1, N1, and P1, has established setbacks/build-to, height limits, and will regulate building placement and separation. These standards prevent overcrowding, ensure sunlight reaches streets and open spaces, and allow airflow throughout the development.

6) Will the new zoning affect motorized and non-motorized transportation?
Shiloh Road is a principal arterial street. The average daily traffic on Shiloh Road/Zoo roundabout is 11,900 trips per day, (2025 data). Shiloh Road has had improvements made to it as well as Zoo Drive, with the new Costco retailer moving onto Zoo Drive. Shiloh Road and Zoo Drive are both State of Montana owned roads. All internal to the development streets will be designed in accordance with City standards, ensuring safe access for cars, buses, pedestrians and emergency vehicles. Subdivision and Master Site Plan reviews will evaluate traffic circulation, intersections, and connections to the surrounding street network to minimize congestion and maintain smooth vehicular flow. The future subdivision will require a traffic impact study to analyze the impact of the proposed development on intersections. If the future development is determined to have an impact on area intersections the developer will be required to make a proportionate share contribution associated with the impacts.

7) Will the new zoning promote compatible urban growth?
The proposed zoning is designed to encourage compatible urban growth by providing a mix of residential and commercial uses that integrate with surrounding neighborhoods. The combination of N1, NX1, and CMU1 zoning allows a range of housing types, from single-family and duplex units to multi-family units in mixed-use buildings providing a variety of housing. The commercial nodes are strategically located along Shiloh Road to concentrate activity and reduce impacts on adjacent residential areas. The project will utilize existing streets, utilities, and city services efficiently, ensuring that growth occurs in an orderly manner without overextending public resources.

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 proposed uses. This area is experiencing rapid urban and commercial growth, with increasing demand for a variety of housing types, including townhomes, apartments, single family and attached homes, as well as local neighborhood and commercial services. The proposed CMU1 zoning along Shiloh Road provides an appropriate location for neighborhood serving commercial uses, concentrating activity along a major corridor while minimizing impacts on adjacent residential areas by its location on an arterial street. The mix of residential zones (NX1 and N1) offers a range of housing choices and densities that transition smoothly from lower-density county subdivisions to the south-west to higher-density city developments to the north.

9) Will the new zoning conserve the value of buildings?
The proposed zoning utilizes setbacks, build-to zones, building orientation, and height restrictions to minimize impacts on adjacent properties and maintain the overall character of the surrounding area, while transitioning to a city development. The development to the north is zoned Mid Century Neighborhood (N2) and Neighborhood Mixed Use (NMU) and is developed with duplexes. The proposed development utilizes CMU1 adjacent to Shiloh, transition to NX1 and then to N1 moving further away from Shiloh. The proposed zoning is compatible with uses in the area and will conserve the value of the buildings.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed Mixed Used PND with N1, NX1, CMU1 and Public 1 zoning will encourage the most appropriate use of this land. The property is within the City's Limits of Annexation and is planned for urban / commercial development. Utilizing this land for a mix of residential and commercial uses leverages existing streets, utilities, and city services. As mentioned in prior criteria, the development provides a range of housing types and neighborhood-serving commercial spaces. This balance ensures the land supports multiple community needs while maintaining compatibility with surrounding properties.

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

STAKEHOLDERS
The applicant conducted a pre-application neighborhood meeting on February 23rd, 2026, at 6:00 p.m. at Sanbell

offices located at 1300 North Transtech Way. Six surrounding property owners attended the meeting, excluding the applicant. In accordance with PND requirements, notification was provided to all property owners and interested parties within a one-quarter mile radius of the subject property, totaling 44 recipients.

Discussion at the meeting generally focused on the anticipated number of dwelling units, potential traffic impacts, and access to Shiloh Road. Attendees expressed concerns regarding traffic conditions, including the current state of the Shiloh Road overpass crossing the Interstate. In response, the applicant's agent indicated that a Traffic Impact Study (TIS) is under contract and will evaluate project-related impacts and identify any required mitigation measures, including proportionate share contributions. Questions were also raised regarding the proposed realignment of Summer Lane into the subdivision. The agent explained that the adjustment is intended to increase separation from the Zoo entrance and Pierce Parkway. Retaining the existing alignment would likely require conversion to a right-in/right-out configuration to reduce potential traffic conflicts. Additional discussion included future development plans for the property. The applicant indicated that the intent is to subdivide the property and sell individual lots to developers, who would then be responsible for final construction and site development. A summary of the neighborhood meeting is included in the application materials.

At the time of writing this report, staff had not received any correspondence from surrounding property owners or others in the area.

CITY ZONING COMMISSION
The Zoning Commission held a public hearing on April 7, 2026, where staff provided a 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.

John Halverson, representing Sanbell, provided a brief presentation outlining the proposed zoning and shared visual examples of comparable building types from other developments within the City of Billings. Upon concluding, he remained available for questions. One question was raised regarding the re-routing of Summer Lane along the southern boundary of the project. Mr. Halverson explained that the roadway will be reconfigured to improve safety, allowing users of Summer Lane to access the roundabout at Zoo Drive and Shiloh Road.

The public hearing was then opened. One individual, Marty Ambuehl, spoke in support of the proposed re-routing, noting increased traffic on Shiloh Road since the opening of Costco and expressing concern about current access conditions. He encouraged timely construction of the connection to the roundabout to improve safety and accessibility.

With no further public comment, Chairperson Brooks closed the hearing. A motion was made by Commissioner McCall, seconded by Commissioner Goss, to forward a recommendation of approval for Zone Change 1080, along with adoption of the findings for the ten review criteria, to the City Council. The motion passed unanimously (5-0).

ALTERNATIVES
The City Council may take one of the following actions:

- Approve and adopt the findings of the ten review criteria for Zone Change 1080; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1080; 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.

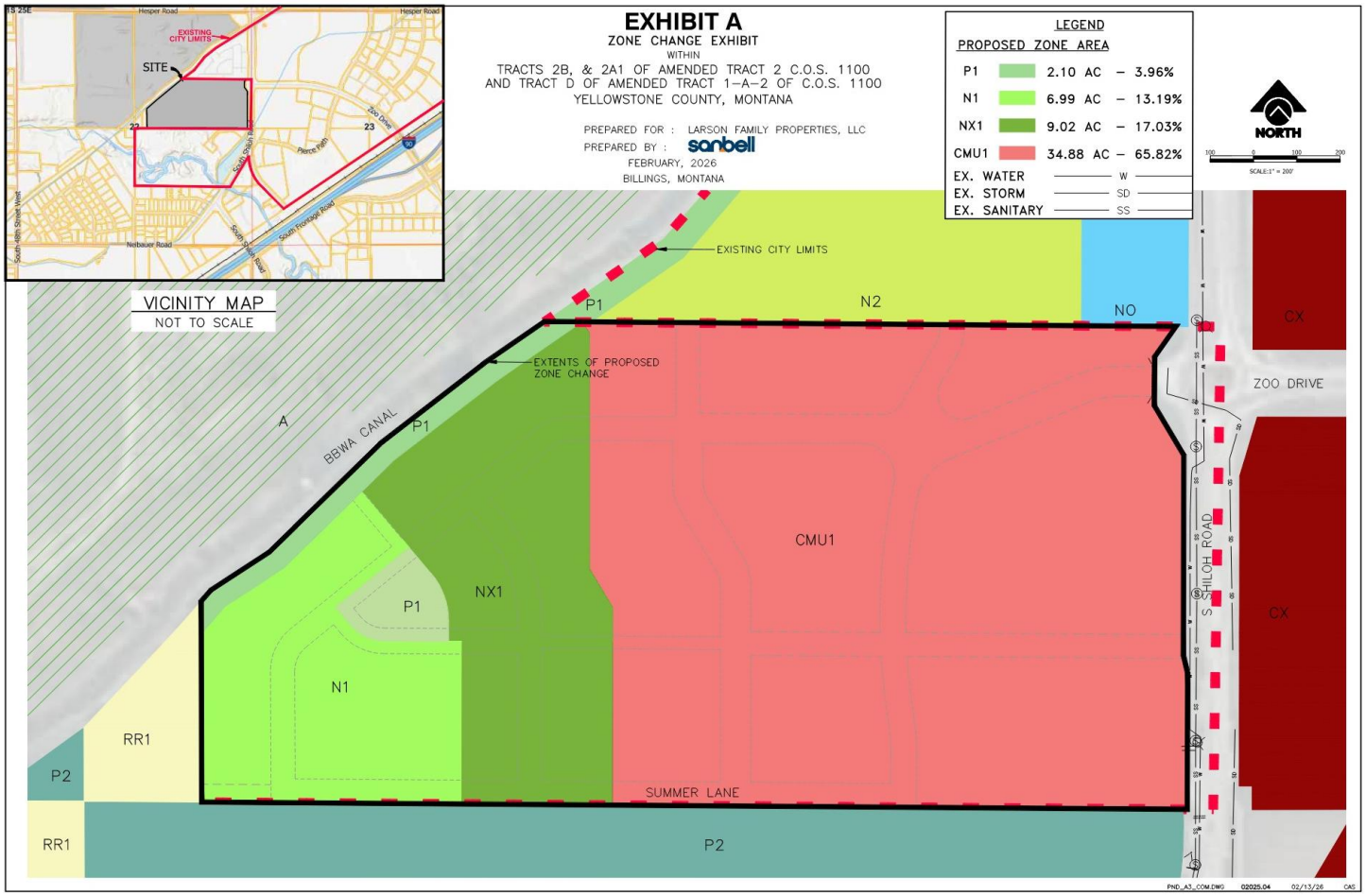
As of the time this report was submitted, the applicant has not requested a delay or withdrawal of the application.

Attachments

Zoning Map & Site Photos
Application & Applicant Letter
Neighborhood Meeting Info.
History
Zoning Resolution 1080



Current Zoning



Proposed Zoning



North West View



West View



East View to Costco

Docusign Envelope ID: 3B3DFEA8-E0A3-434C-825B-CB0B8F1CB8A5

CITY ZONE CHANGE APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change #_____Project #_____

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning A Agriculture, RR1 Rural Residential 1, NMU Neighborhood Mixed Use

Proposed Zoning: N1, NX1, P1, CMU1

PARCEL TAX ID# D00797A, D007990, D00799A CITY ELECTION WARD 5 (when annexed)

Legal Description of Property: TRACTS 2B, & 2A1 OF AMENDED TRACT 2 C.O.S. 1100 AND TRACT D OF AMENDED TRACT 1-A-2 OF C.O.S. 1100

Address or General Location (If unknown, contact City Engineering): Zoo Drive and Shiloh Rd.

Size of Parcel (Area square feet or acres): 53.003 acres

Present Land-Use: Agriculture

Proposed Land-Use: Residential and Commercial

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

Owner(s) Larson Family Properties LLC

(Record Owner)

PO BOX 80647 BILLINGS, MT 59108-0647

(Address)

(406) 855-8555 kevin.james.larson@gmail.com

(Phone Number) (email)

Agent(s): John Halverson

(Name)

1300 N Transtech Way, Billings, MT 59102

(Address)

406-869-3311 jhalverson@sanbell.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: DocuSigned by: CFCF357CD1C144D... Date: 2/25/2026

(Record Owner – Digital Signature Allowed)

Certificate of Survey No. 1100, Tracts 2A1, 2B, and D

Zone Change Request from Agriculture, RR1 Rural Residential 1, and NMU Neighborhood Mixed-Use, to P1 Open Space, Parks, Recreation, N1 First Neighborhood, NX1 Mixed Residential, and CMU1 Corridor Mixed-Use.

Statement of Proposal

Larson Family Properties LLC is seeking to Annex and Rezone Tracts 2A1, 2B, and D of COS 1100.

The intent of the requested zoning will allow for the future development of single family residential, duplex, fourplex and townhome uses in the westerly portion of the subject properties and multi-family residential, mixed use and commercial uses in the easterly portion of the subject properties nearer to and fronting Shiloh Road. The proposed zoning meets the standards of the Planned Neighborhood Development (PND) requirements of the zoning code by providing the requisite mix of zones.

The proposed Residential PND will allow for a gradual transition between the existing residential development to the west and proposed multifamily, mixed-use and commercial uses proposed along the Shilow ROW consistent with the 2001 West Billings Neighborhood Plan.

Responses to Questions in Zoning Application

a. In what ways is your proposal consistent with the statutory criteria, guidelines and policies of the adopted Growth Policy?

The Growth Policy states:

In the next 20 years, Billings will manage its growth by encouraging development within and adjacent to the existing City limits, but preference will be given to areas where City infrastructure exists or can be extended within a fiscally constrained budget and with consideration given to increased tax revenue from development. The City will prosper with strong neighborhoods with their own unique character that are clean, safe and provide a choice of housing and transportation options.

The requested zoning is in compliance with the following growth guidelines:

Essential Investments (Relating Public and Private Expenditures to Public Values)

- ***The safety of all users and the connectivity of the transportation system are important criteria to consider in roadway designs and transportation plan.***

  Yes. Streets and pedestrian rights of way within the PND are designed for low speeds to calm traffic and provide safe environments for all users while still providing enough room for emergency vehicles to safely navigate.

- ***Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.***

  Yes. This PND will provide pedestrian connections to adjacent development to the north, Summer Lane to the south, and along South Shiloh Road. There will also be an opportunity to continue a trail along the Billings Bench Water Association (BBWA) Canal within the area zoned P1, which will serve to connect this development to a P1-zoned area in the development to the north, as well as to provide active transportation connections to planned recreational facilities in the West Billings Water Treatment Plant.

- ***Developed parks that provide recreation, special amenities (community gardens, dog parks, viewing areas), and active living opportunities are desirable for an attractive and healthy community***

  Yes. This PND will provide a park centrally located within the N1 and NX1 portions of the site in addition to the trail area dedication described above. Taken together, these two P1-zoned areas account for 3.96% of the subject property's gross area, well in excess of the 2% required in the PND regulations. Any additional park dedication required during the subdivision process will ultimately depend upon the amount of residential use developed within the CMU1-zoned area of the site and will likely be handled through cash-in-lieu contributions.

- ***Infill development and development near existing City infrastructure may be the most cost effective***

  Yes. The proposed PND is within the City of Billings' "zone 1 petition area" of the current limits of annexation map. The application area abuts parcels to the north that have already been connected to city services. Areas of similar intensity of development sit directly across Shiloh Road from the proposed PND along the Zoo Drive corridor. When annexed, extension of City and municipal infrastructure to this property will be more cost effective than less-dense development, on a per-capita basis.

- ***Neighborhoods that are safe and attractive and provide essential services are much desired***

  Yes. The design of this PND, in compliance with relevant PND and zoning regulations will promote a high level of public safety. This includes streets, parking and recreational areas which are easily observable from residences within the development. This property will not impact public health, safety and welfare any differently than the other neighborhood developments which are developed in accordance with the City's zoning requirements.

Place Making (Enhance, Maintain, Preserve, and Improve Existing Public Places)

- ***The history and heritage of Billings are cornerstones of our community***

  Yes. Billings has always adapted to the changes in economic drivers and been welcoming of projects that allow the community to continue to grow and prosper in a systematic and planned way. This zone change will follow in that light by supporting a variety of housing types within close proximity to job centers.

- ***Enhancing public buildings and spaces to be more efficient in their uses of energy, money, and space is important to having a vibrant and livable City***

  Yes. The PND's public park will serve as a shared community gathering and recreation space for the entire neighborhood and provide a connection to the future West Billings Water Treatment Plant to the northwest of the site. The compact nature of this development will ensure that the public space is a well-used and vibrant community asset.

Community Fabric (Attractive, Aesthetically Pleasing, Uniquely Billings)

- ***Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods***

  Yes. This PND will be developed in accordance with the City's code regulating street section to include planted boulevards. This will ensure that vehicular traffic is calmed and can navigate the development at slow, safe speeds for all street users. Street-front landscaping will be provided in accordance with the zoning code's landscape section, providing street trees and other water-efficient landscaping.

- ***Planning and construction of interconnected sidewalks and trails are important to the livability of Billings***

  This property will feature sidewalks on all streets, including pedestrian connections to adjacent development and the surrounding pedestrian network.

Strong Neighborhoods (Livable, Safe, Social and Resilient Neighborhoods)

- ***Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels***

  The mixture of zones and housing types within this PND exceeds the percentages required by the city's PND regulations. Most of the site, 65% gross, is proposed as CMU1 which, because of recent legislative changes, can host multifamily residential uses including structures with four or more units or development similar to what is allowed in the NX1, NX2 or NX3 zones. NX1 is the second-most prevalent zone district in the PND with 17% of the site's gross area. This zone can host structures ranging from single family residential through duplexes, townhomes and fourplexes. The remainder, 13% gross, of land within the

proposed PND is N1 first neighborhood, which can host single family or duplex homes on lots which can range widely in area. The diversity of housing in the proposed PND will allow residents of varying income levels to call this neighborhood home.

- ***Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction***

  By locating a greater density of residences in proximity to commercial use, continuing the trail along the BBWA Canal, and establishing pedestrian facilities along South Shiloh Road, this project will promote active transportation trips.

- ***Public safety and emergency service response are critical to the well-being of Billings' residents and businesses***

  The property considered under this zone change will use named streets within its bounds to better address locations within and obtain an enhanced level of public safety. Future rights of way dedicated during a subsequent subdivision process will adhere to maximum block lengths specified in the subdivision regulations which will improve emergency response times when compared to developments with longer blocks and lower network connectivity.

Prosperity (Promoting Equal Opportunity and Economic Advancement)

- ***Predictable, reasonable City taxes and assessments are important to Billings' taxpayers***

  The densities that will result from this proposed zone change will promote efficient use of city services and high tax revenues per acre.

- ***Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses***

  This development, and its proximity to commercial and employment destinations nearby will attract a diverse demographic of residents. The property's proximity to the commercial center on Zoo Drive and in the Transtech subdivision will also reduce those residents' transportation costs. The density that will result from the proposed zone change will also provide tax revenues that will support the high-quality services that a quality work force demands.

  The annexation and development of COS 1100, Tracts 2A1, 2B, and D will help Billings manage its growth by encouraging development within and adjacent to the existing City limits, giving preference to areas where City and municipal infrastructure exists and helping to maintain fiscal responsibility for the City. This development will allow the City to increase tax revenue and the City will prosper by further developing a variety of neighborhoods with their own unique character that are governed by City regulations and provide a greater degree of choice in housing options and additional housing inventory.

The West Billings Plan states:

- ***More compact development patterns are desirable because they make full use of urban services, offer cost-effective infrastructure, and hold down costs to the tax-payer***

  Yes. This proposed PND will develop in a compact manner and will host residential densities that will support cost-effective provision of municipal services.

- ***Plan for a mix of land uses that reduces automobile usage by locating stores, housing, schools, and recreation within a very short drive (or walking distance) from each other in compact neighborhoods with pedestrian-oriented streets***

  Yes. The proposed PND is in very close proximity to job and commercial centers and planned recreational facilities on the Shiloh and Zoo Drive corridors. Streets within the proposed PND will be designed in accordance with all relevant City regulations to include pedestrian facilities and planted boulevards.

- ***PG1.M.5 Enable the approval of development project that incorporate innovative mixed-use land planning concepts that provide for community aesthetics, compatible land uses, a mix of housing opportunities, open space, and other community amenities by revising zoning and subdivision regulations***

  Yes. In accordance with the City of Billings' PND regulations, the proposed PND includes a mixture of housing opportunities including zones that allow single-detached homes, duplexes, townhomes, multiplexes, apartment buildings, vertical mixed use and commercial uses. The proposed PND also includes area zoned P1 public space for a centrally located within the residentially-zoned portion of the site.

The 10 Zone Change Criteria:

- ***Whether the new zoning is designed in accordance with the Growth Policy***

  Yes, tracts 2A1, 2B, and D of COS 1100 are being developed in compliance with the Growth Policy statements and guidelines on previous pages. This application is adjacent to parcels where municipal services exist and its proposed land uses are compatible with existing surrounding uses and complies with all requirements of the zoning code.

- ***Whether the new zoning is designed to secure from fire and other dangers***

  Yes, The subject parcels will be serviced by City fire and police services and will be designed in accordance with City of Billings rules and regulations thus assuring protection from common dangers.

- ***Whether the new zoning will promote public health, public safety and general welfare***

Yes, all development on tracts 2A1, 2B, and D of COS will be designed under the new City Zoning code which will regulate density and land use transitions. All uses will be subject to City of Billings building codes, and the utility and surface infrastructure will be constructed in accordance with City of Billings rules and regulations assuring compliance to this criterion.

- ***Whether the new zoning will facilitate the adequate provision of transportation, water sewerage, schools, parks and other public requirements***

  Yes, the proposed PND will provide streets designed in compliance with relevant City of Billings regulations for adequate transportation provision. Water, sewer and storm facilities will also be developed in accordance with all relevant regulations. The residential densities proposed in this PND will create a neighborhood that costs less for schools to serve, as it will require less distance for buses to travel for student pick up and drop off. Areas zoned P1 within the PND are nearly double the required area, and also provide connection to future recreational facilities at the West Billings Water Treatment Plant, thus providing ample recreational opportunity for area residents.

- ***Whether the new zoning will provide adequate light and air***

  Yes. Tracts 2A1, 2B, and D of COS 1100 are being developed in accordance with City of Billings rules and regulations and therefore meets this requirement.

- ***Whether the new zoning will affect motorized and nonmotorized transportation***

  Because the proposed zone change/ PND is adjacent to one of the fastest growing and largest commercial and job centers in the state, it is reasonable to predict that a significant portion of the trips generated by the residential uses planned for this site will be captured by walking, bicycling, or public transit use, thus reducing the impact of this development on the surrounding roadway network.

  When this development progresses through the approvals process to master site plan review, a Traffic Impact Study will be completed, and the developer will be responsible for any improvements the study deems necessary because of the trips generated by this development.

  The zone change will continue to support and address growth needs and have additional connections to the local street network while concentrating housing within the established City of Billings projected growth areas.

- ***Whether the new zoning will promote compatible urban growth***

  Yes, the proposed PND site abuts Shiloh Road, a principal arterial, designated as a controlled access highway facility, and is one of the most heavily trafficked and quickly developing corridors in the state of Montana. The Shiloh Road corridor hosts a broad range of uses and intensities of development both existing and planned. The PND is designed to

provide a transition from the heavy commercial hub on Zoo Drive and in the Transtech Center, to the lower-intensity, county residential uses to the west.

- ***Whether the new zoning considers the character of the district and the peculiar suitability of the property for the particular use***

  Yes. The property is located directly to the south of an existing residential development and to the west, across Shiloh Road, from a regional commercial center. The mixed-use zoning for this property aligns with the character of the surrounding area and offers a transition from heavy commercial CX to mid-century neighborhood N2.

  The subject parcels are undeveloped, and currently under agricultural use. The commercial center east of the proposed PND hosts a variety of high intensity uses as compared to those uses to the west of the subject parcels.

- ***Whether the new zoning will conserve the value of buildings***

  Yes. The commercial amenities likely to develop in this PND will provide walkable destinations for the residents of the neighborhood to the north.

  There is no evidence to suggest that the development of smaller homes or multi-family residential uses has any negative effect on the value of adjacent, existing single-detached residential uses.

  The residential uses included in this PND will likely have a positive effect on the commercial properties to the east and the residential properties to the north of the subject parcels.

- ***Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings***

  Yes. The City of Billings continues to need projects that provide a variety of housing types. It is appropriate to continue to promote efficient development of land in close proximity to the City Limits boundaries. This zone change helps support an appropriate level of development which will serve the City both now and in the future.

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CITY ZONE CHANGE Pre-Application Statement of Owner(s) and Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. Present Zoning: A Agriculture, RR1 Rural Residential 1, NMU Neighborhood Mixed Use

2. Written description of the Zone Change Plan including existing and proposed new zoning:

   Zone Change Request from A, RR1 and NMU to N1, NX1, CMU1 and P1

3. Legal Description of Property:

   TRACTS 2B, & 2A1 OF AMENDED TRACT 2 C.O.S. 1100 AND TRACT D OF AMENDED TRACT 1-A-2 OF C.O.S. 1100

4. Neighborhood Task Force Area: Yes /// No . If Yes, Name of Task Force

   Yes, West End Neighborhood Task Force

5. Roster of persons who attended the pre-application neighborhood meeting: please attach to on line application Exhibit A

6. A brief synopsis of the meeting results including any written minutes or audio recording.

please attach to on line application Exhibit B

7. The undersigned affirm the following:

   1) The pre-application neighborhood meeting was held on the 23rd, day of Februa 2026.

   2) The zone change application is based on materials presented at the meeting.

Owner (s):

Larson Family Properties LLC Telephone: (406) 855-8555

Address:

PO Box 80647 Email: kevin.james.larson@gmail.com

Agent (s):

John Halverson Telephone: 406-869-3311

Address: 1300 N Transtech Way, Billings, MT 59102 Email: jhalverson@sanbell.com

Complete this form and upload to your on-line Zone Change application

Docusign Envelope ID: 3B3DFEA8-E0A3-434C-825B-CB0B8F1CB8A5

Exhibit B

MEETING MINUTES

Project Name: Larson Zone Change COS 1100 Tracts 2A1, 2B, and D

Project Number: 02025_04

Date: Feb 23, 2026 Time: 6:00 PM Location: 1300 N Transtech Way

Meeting Subject: Zone Change Pre-application Neighborhood Meeting

Prepared By: John Halverson

Attendees: Ken Foreman, Colleen Foreman, Chad Boyle, Kristen Harper, Kevin Larson, Brenda Ambuehl, Marty Ambuehl, Brian Alexander, John Halverson

☑ Sign-in Sheet Attached

Date of Issue: Feb 24, 2026

MINUTES:

Mr. Halverson opened the meeting at 6:00 PM with an introduction of himself, the applicant and the location of the property.

Mr. Larson introduced himself and gave a brief history of their family's ownership of the subject property.

Mr. Halverson gave a presentation on the zone change approval process, the zones included in the application, and the character of buildings allowed in those zones.

An attendee asked whether the applicants would be selling the land or developing it themselves.

Mr. Larson responded that they intend to sell the property to developers.

An attendee asked about the future of Summer Lane.

Mr. Alexander answered that, were Summer Lane to remain at its current location through development of the subject parcels, its access to Shiloh Rd. would be limited to right in-right out. He noted that vacation of Summer Lane's access to Shiloh will improve future access for the zoo and Pierce Parkway.

An attendee stated that they would be open to vacation of the Summer Lane access easement. They stated that accessing Shiloh since Costco opened has been very difficult, and that there has been an increase in the frequency of crashes on that segment of Shiloh and that their mailboxes are located such that accessing them is dangerous for residents of Summer Lane and stated a desire to relocate them.

Another attendee stated that the existing roundabout at Shiloh and Zoo Drive is too small. She stated several traffic concerns including zoo event traffic, Neigbauer truck traffic, structural deterioration of the shiloh overpass, and hazardous conditions for pedestrian and bicycle users of the Canyon Creek

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Another attendee stated that the existing roundabout at Shiloh and Zoo Drive is too small. She stated several traffic concerns including zoo event traffic, Neigbauer truck traffic, structural deterioration of the shiloh overpass, and hazardous conditions for pedestrian and bicycle users of the Canyon Creek bridge.

Mr. Halverson stated that a Traffic Impact Study (TIS) would determine the amount of traffic improvements the applicant would be required to pay for as a part of the subdivision process.

Mr. Larson described a previous effort to persuade MDT to share the cost of a roundabout at Shiloh and Pierce Parkway which was unsuccessful.

An attendee stated their difficulty accessing Shiloh from Autumn Lane.

Another attendee asked about the portion of the site to be zone P1 along the BBWA ditch and stated a concern that it may invite property crime.

Mr. Larson stated that the land was part of a future trail network. He also said that he had received offers from fast-food developers for purchase of some portion of the subject property but that he had rejected those offers to ensure a high quality of development.

An attendee asked if the current agricultural use would end soon.

Mr. Alexander stated that no construction would occur until at least some time after preliminary plat approval in several months' time.

Mr. Larson stated that farming of the subject parcels would likely end this summer.

Several attendees expressed appreciation of the opportunity to meet and learn about the development.

Mr. Halverson described several legislative changes that will do away with the requirement to hold such meetings.

The meeting closed at 6:43 PM.

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February 13, 2026

Reference: Notice of Pre-Application Neighborhood Meeting for Zone Change at C.O.S. No. 1100 Tracts 2A1, 2B, and D

Dear Neighbors,

You are receiving this letter because the City of Billings requires a pre-application neighborhood meeting for any zone change request on property located within or intending to be annexed to the City. By City Code, the surrounding property owners within 1,320 feet (quarter mile) are notified of this meeting so you can ask questions of the materials described in this letter. This is not your last opportunity to comment on this proposal, as future public hearings by the Zoning Commission and City Council will be scheduled.

The request for this property involves two tracts of land, as noted in the enclosed exhibit, changing their zoning from A – Agriculture, RR1 – Rural Residential 1, and NMU – Neighborhood Mixed-Use to a combination of N1-First Neighborhood, NX1-Mixed Residential 1 (1-4 dwelling units per structure), CMU1-Corridor Mixed Use 1 and P1-Open Space, Parks, Recreation.

The Neighborhood Pre-Application Meeting will be held on **Monday, February 23, 2026, at 6:00 PM.** This meeting will be held in-person at **1300 N Transtech Way, Billings, MT 59102.** If you plan on attending, please email John Halverson at jhalverson@sanbell.com so that we can verify accommodations.

Please plan on attending this Neighborhood Pre-Application meeting if you have comments or questions regarding the proposed Annexation and Planned Neighborhood Development Zone Change. If you have immediate questions or cannot attend the meeting, please contact me at (406) 869-3311 or via my email at jhalverson@sanbell.com

Respectfully,

John Halverson, LEED AP, Planner

JDH/vp
Enc.
c: Karen Husman, Zoning Coordinator /Code Enforcement Supervisor, City of Billings

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EXHIBIT A

ZONE CHANGE EXHIBIT
WITHIN
TRACTS 2B, & 2A1 OF AMENDED TRACT 2 C.O.S. 1100
AND TRACT D OF AMENDED TRACT 1-A-2 OF C.O.S. 1100
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LARSON FAMILY PROPERTIES, LLC
PREPARED BY : sanbell
FEBRUARY, 2026
BILLINGS, MONTANA



VICINITY MAP
NOT TO SCALE

LEGEND

PROPOSED ZONE AREA

P1	2.10 AC	–	3.96%
N1	6.99 AC	–	13.19%
NX1	9.02 AC	–	17.03%
CMU1	34.88 AC	–	65.82%

EX. WATER — W
EX. STORM — SD
EX. SANITARY — SS

NORTH
100 0 100 200
SCALE:1" = 200'

EXISTING CITY LIMITS
EXTENTS OF PROPOSED ZONE CHANGE
BBWA CANAL
P1
N2
NO
CX
ZOO DRIVE
P1
NX1
CMU1
S SHILOH ROAD
CX
P1
N1
RR1
P2
SUMMER LANE
RR1
P2

P:\02025_04_CCS_1100_Larson_Property_Entitlement\CADD_C3D\PRODUCTION_DWG\PND_A3_Combrg_11X17 ZONE CHANGE_2.12.2026 4:17:58 PM cscales_1:1

PND_A3_COM.DWG 02025.04 02/13/26 DAS

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Exhibit A

PRE-APPLICATION MEETING
ATTENDANCE SIGN-IN SHEET

Date: Feb 23, 2026 **Time:** 6:PM

Project: Larson ZC **Project No.:** 02025.04

Meeting Location: 1300 N Transtech Wy.

Name and Title: (Please Print)	Representing:	Phone Numbers Office	Phone Numbers Mobile	Email Address
KEN FOREMAN			670-0489	
Colleen Foreman			406-671-0412	cforereal@aol.com
CHAD BUSH			469.231.3014	
Kirsten Harper			406 860-8517	
Brenda Ambuehl			406-690-0986	ambuehlhousehold@yahoo.com
Marty Ambuehl			406-690-1111	
Bryan Alexander	Sanbell		406-855-8521	

Zoning History for City ZC 1080

SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
Larson Family Properties LLC	1080	Pending 4/27/2026	Ag, RR1 and NMU to CMU1, NX1, N1 and P1		
SURROUNDING PROPERTY	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
Barber Farms	1074	11/26/2025	Ag to CMU1, NX1, N2 and P1	Withdrawn	
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

Zoning History for City ZC 1080

RESOLUTION 26- _____

A RESOLUTION OF THE CITY OF BILLINGS APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT TRACT D OF AMENDED TRACT 1-A-2 OF COS 1100, TRACT 2-B OF AMENDED PLAT OF TRACT 2, COS 1100, AND TRACT 2-A-1 OF AMENDED TRACT 2-A OF AMENDED TRACT 2, COS 1100, S22, T01 S, R25 E

WHEREAS, Larson Family Properties, LLC ("the Applicant") filed an application for a zone change on February 23, 2026, to amend the Official Zoning Map; and

WHEREAS, the property is legally described as: Tract D of Amended Tract 1-A-2 of COS 1100, Tract 2-B of Amended Plat of Tract 2, COS 1100, and Tract 2-A-1 of Amended Tract 2-A of Amended Tract 2, COS 1100, S22, T01 S, R25 E; the property is currently zoned as Agriculture (A), Rural-Residential 1 acre to 2.9 acres (RR1), and Neighborhood Mixed-Use (NMU); the Applicant proposes to change the zoning to Corridor Mixed Use 1 (CMU1), Neighborhood Mixed Use 1 (NX1), First Neighborhood Residential (N1) and Parks and open space 1 (P1); and

WHEREAS, a public hearing was held on April 7, 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 April 7, 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 April 27, 2026, and considered public testimony; and

WHEREAS, the City Council has determined that the proposed Zone Change 1080 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 : Tract D of Amended Tract 1-A-2 of COS 1100, Tract 2-B of Amended Plat of Tract 2, COS 1100, and Tract 2-A-1 of Amended Tract 2-A of Amended Tract 2, COS 1100, S22, T01 S, R25 E; is hereby changed from Agriculture (A), RR1-Rural-Residential 1 acre to 2.9 acres, and NMU-Neighborhood Mixed-Use; to Corridor Mixed Use 1 (CMU1), Neighborhood Mixed Use 1 (NX1), First

Neighborhood Residential (N1) and Parks and open space 1 (P1); 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, April 27, 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. The final publication was made no less than 5 days prior to the hearing 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 27th day of April 2026.

CITY OF BILLINGS

BY:_____

Mike Nelson, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Exhibit A

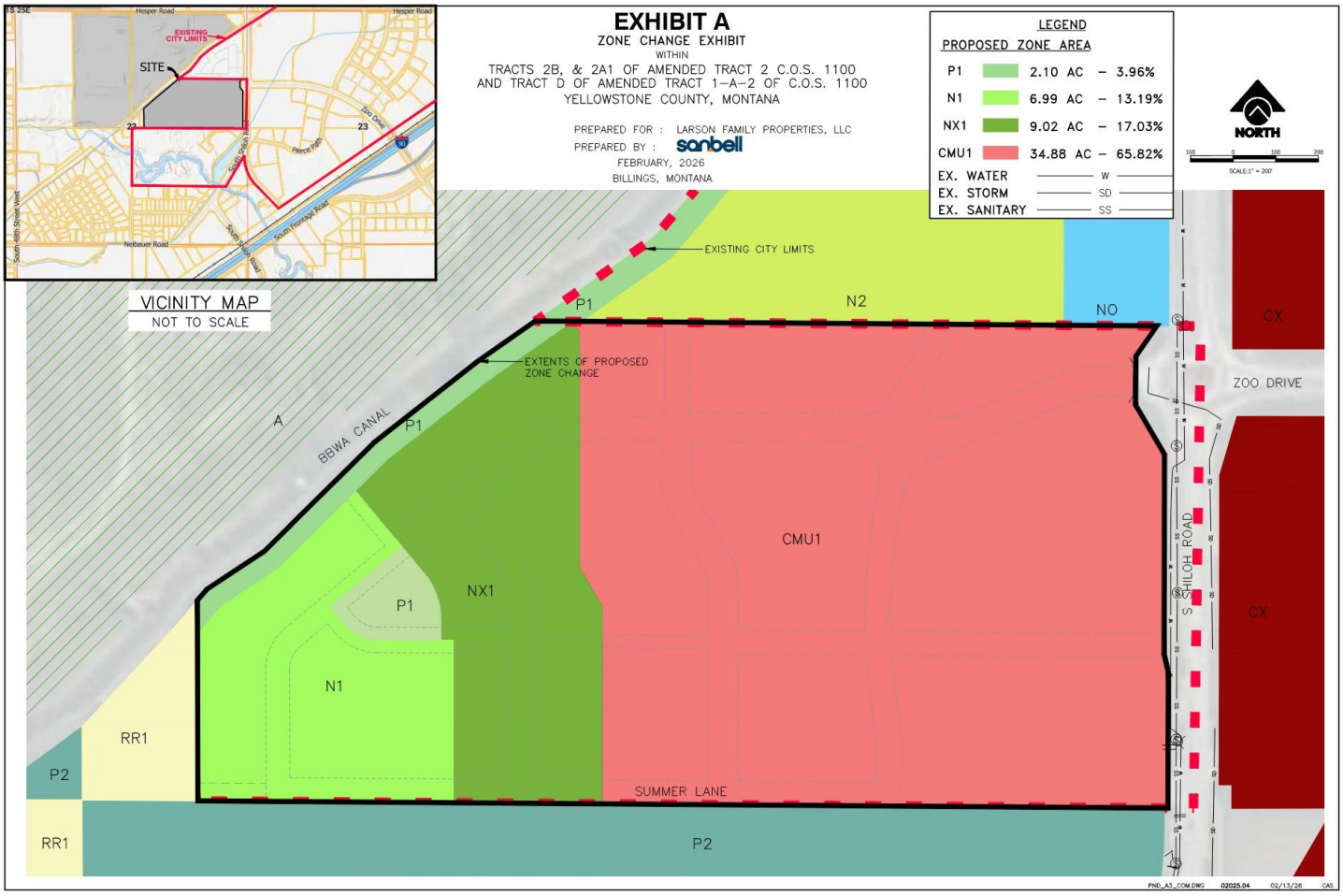


EXHIBIT A
ZONE CHANGE EXHIBIT
WITHIN
TRACTS 2B, & 2A1 OF AMENDED TRACT 2 C.O.S. 1100
AND TRACT D OF AMENDED TRACT 1-A-2 OF C.O.S. 1100
YELLOWSTONE COUNTY, MONTANA
PREPARED FOR : LARSON FAMILY PROPERTIES, LLC
PREPARED BY : sanbell
FEBRUARY, 2026
BILLINGS, MONTANA
LEGEND
PROPOSED ZONE AREA
P1 2.10 AC – 3.96%
N1 6.99 AC – 13.19%
NX1 9.02 AC – 17.03%
CMU1 34.88 AC – 65.82%
EX. WATER W
EX. STORM SD
EX. SANITARY SS
NORTH
SCALE:1" = 200'
VICINITY MAP
NOT TO SCALE
SITE
EXISTING CITY LIMITS
Hesper Road
Zoo Drive
Pierce Path
South Shiloh Road
South Frontage Road
Neibauer Road
South 48th Street West
EXISTING CITY LIMITS
EXTENTS OF PROPOSED ZONE CHANGE
BBWA CANAL
A
P1
N2
NO
CX
ZOO DRIVE
CMU1
NX1
N1
RR1
P2
SUMMER LANE
S SHILOH ROAD
PND_A3_COM.DWG 02025.04 02/13/26 CAS

City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Annexation Agreement with Larson Family Properties, LLC
PRESENTED BY: Tyler Westrope
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION
Staff recommends that the City Council approve the Annexation Agreement with Larson Family Properties, LLC.

EXECUTIVE SUMMARY
At the April 27, 2026 meeting, City Council will consider annexation of parcels within Certificate of Survey 1100, accompanied by an Annexation Agreement outlining required public improvements. The agreement requires the developer to construct and fund necessary infrastructure, including streets, water, sewer, and storm systems, and includes standard provisions related to the adjacent BBWA Canal and waiver of protest for Special Improvement Districts. The annexation is supported by existing City infrastructure and is not expected to have a significant financial impact on the City. Staff recommends approval of the Annexation Agreement with Larson Family Properties, LLC.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
At the April 27, 2026 City Council meeting, Council will consider the annexation of parcels located within Certificate of Survey 1100. Typically, as a condition of approval of the annexation, the property owner enters into an Annexation Agreement with the City of Billings outlining necessary public improvements. The Annexation Agreement outlines the off-site improvements necessary for development including right-of-way dedications, street access to the site and construction of water, sanitary sewer and storm utilities. As this development is adjacent to the BBWA Canal, the agreement includes a section of warning and indemnification of the City concerning the BBWA Canal. This warning section in the agreement is similar to the language approved by Council for the adjacent property to the north, that is also adjacent to the BBWA Canal.

The Annexation Agreement provides for City-required off-site improvements should the property be annexed and developed without a subdivision plat. Furthermore, the Annexation Agreement contains a waiver of right to protest Special Improvement Districts that does not have an expiration date. At the time of development of each respective Developer parcel, the Developer will be responsible to install at their cost, water, sewer, storm and street services necessary to serve the parcels and to pay the appropriate costs related to traffic study recommendations and City system development fees.

FISCAL EFFECTS
This annexation is served by an existing City street network and utilities. There is no significant financial impact to the City associated with this annexation. Upon development of the annexed parcels, the Developer will be responsible to extend streets and utilities as needed to serve the Developer parcels and to pay associated system development fees and traffic fees identified in their Traffic Impact Study.

STAKEHOLDERS
Stakeholders include the annexation petitioner, adjacent property owners, and the City of Billings.

ALTERNATIVES
City Council may:

- Approve the Annexation Agreement with the Developer; or
- Not approve the Annexation Agreement. If the agreement is not approved, Developer parcels will not be annexed and will not receive City services.

Attachments
PZX-26-00055 - Annexation Agreement - Larson with Exhibit

Return to:
Sanbell
1300 N. Transtech Way
Billings, MT 59102

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 20____, by and between Larson Family Properties LLC, P.O. Box 80647, Billings, MT 59108, hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 316 N. 26th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

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

Parcels of land situated in the S22, T01 S, R25 E, Yellowstone County, Montana, more particularly described as follows:

S22, T01 S, R25 E, Certificate of Survey 1100, Parcel D, Amended (Less 0.111 acres for Highway (98) and 0.34 acres for Highway (09);

S22, T01 S, R25 E, Certificate of Survey 1100, Parcel 2B, Amended, 20.441 acres (98) (Less 0.069 acres for Highway);

S22, T01 S, R25 E, Certificate of Survey 1100, Parcel 2A1, Amended Tract 2A, 13.00 acres.

Said annexation contains 53.003 acres gross and net, more or less.

Above referenced property is hereinafter referred to as "Developer Tract".

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

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

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tract contingent upon an Annexation Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

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

1. *Roads and Access.* The Developer Tract will be accessed by way of two existing access points at Developer Tract's northern property boundary to Certificate of Survey 1100, Parcel C. Developer Tract will be responsible to connect vehicular and pedestrian access to both existing access points.

   Developer Tract will be served by the existing roundabout located at Shiloh Road and Zoo Drive. Developer Tract may be allowed a new right-in, right-out access to Shiloh Road located approximately 620-feet south of the centerline of the Shiloh Road and Zoo Drive roundabout. New access to Shiloh Road shall be reviewed and approved by both the City of Billings and Montana Department of Transportation. Developer Tract access to Shiloh Road occurs under an existing overhead powerline facility. Developer Tract will be responsible to coordinate with powerline facility owner and City of Billings to ensure overhead clearance distance complies with Federal, State, Local and powerline facility owner regulations. DEVELOPER shall be responsible for any modification efforts needed to meet clearance regulations. DEVELOPER will be responsible to replace any landscape features, trees and streetlights removed or altered along Shiloh Road that occur as part of Developer Tract's Shiloh Road access construction.

   Unencumbered access to Certificate of Survey 2695, Parcel 1, Certificate of Survey 2695, Parcel 2, Certificate of Survey 2059, Parcel 1, Certificate of Survey 2059, Parcel 2 shall be preserved and perpetuated along the gravel street known as Summer Lane until such a time as Developer Tract and all stated parcels develop an alternative, mutually accepted access from stated parcels to Shiloh Road. Once alternative access to stated parcels has been established DEVELOPER shall abandon any remaining access to Shiloh Road from Summer Lane.

2. *Sanitary Sewer.* Developer Tract will be served by existing sanitary sewer improvements within Shiloh Road. Two sanitary sewer extensions into Developer Tract have been previously installed for use by DEVELOPER. If DEVELOPER does not utilize these existing sewer extensions, DEVELOPER may be required to abandon the sewer extensions at the main located within the Shiloh Road right-of-way. DEVELOPER is responsible for reimbursement of the existing sewer main adjacent to Developer Tract per the City's Rules and Regulations Governing Water and Wastewater Service. DEVELOPER is required to ensure existing sewer improvements are adequately sized to meet the needs of Developer Tract. DEVELOPER is

responsible to construct all needed sewer mains within Developer Tract necessary to serve needs of Developer Tract.

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

3. *Water.* Developer Tract will be served by existing water improvements within Shiloh Road. Two water extensions into Developer Tract have been previously installed for use by DEVELOPER. If DEVELOPER does not utilize these existing water extensions, DEVELOPER will be required to abandon the water extensions at the main located within the Shiloh Road right-of-way. DEVELOPER is responsible for reimbursement of the existing water mains adjacent to Developer Tract per the City's Rules and Regulations Governing Water and Wastewater Service. DEVELOPER is required to ensure existing water improvements are adequately sized to meet the needs of Developer Tract. DEVELOPER is responsible to construct all needed water mains within Developer Tract necessary to serve needs of Developer Tract.

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

4. *Storm Drain.* The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018). DEVELOPER is made aware that City of Billings storm drainage infrastructure does not exist adjacent to Developer Tract.

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

5. *Right-of-Way.* Public right-of-way will be dedicated to the City of Billings in accordance with the 2023 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. This includes Shiloh Road right-of-way dedication on the easternmost boundary of Developer Tract, right-of-way needed to serve Certificate of Survey 2695, Parcel 1, Certificate of Survey 2695, Parcel 2, Certificate of Survey 2059, Parcel 1, Certificate of Survey 2059, Parcel 2, and all right-of-way for internal public streets built by DEVELOPER within Developer Tract.

   If the Developer Tract does not develop through subdivision, a Master Site Plan approval will be required; the City may require the DEVELOPER to

dedicate adequate right-of-way as part of the City's approval of such Master Site Plan.

6. *Street Improvements.* Shiloh Road has been previously partially constructed by the Montana Department of Transportation. Unless identified within the Traffic Impact Study, no additional street improvements to Shiloh Road are required at this time; however, any future improvements required on Shiloh Road are included in the attached Waiver. All improvements identified in the Traffic Impact Study are to be completed by DEVELOPER at DEVELOPER's expense.

7. *Construction near BBWA.* DEVELOPER shall not disturb and must maintain ditch at the toe of the BBWA Canal. DEVELOPER shall not plant trees or bushes along the BBWA Canal. DEVELOPER shall maintain a safe setback from the BBWA Canal for buildings and roads. The setback shall be determined at the time of site development. DEVELOPER shall work with the Building Department to ensure properties are not constructed in such a manner to undermine the BBWA Canal.

8. *Sidewalk or Multi-use Trail*. A sidewalk or multi-use trail is required to be constructed along new streets constructed in Developer Tract at the expense of the DEVELOPER.

   DEVELOPER shall be responsible for the maintenance and replacement of all the sidewalk and multi-use trails abutting Developer Tracts and constructed by DEVELOPER within Developer Tract. DEVELOPER's responsibility includes maintenance and replacement of the existing Shiloh Road multi-use trail along Developer Tract easternmost property boundary frontage.

9. *Future Intersection Contributions.* A traffic impact study will be performed at the time of future subdivision and/or development to determine DEVELOPER contributions to future intersection improvements if development exceeds the threshold identified in the City of Billings Subdivision Regulations and Site Development Regulations stated in Billings Municipal City Code. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER.

10. *Public Improvements.* Should the City perform improvements listed in the Agreement or not listed in the Agreement benefitting the Developer Tracts, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said

improvements shall include, but not be limited to, construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and parks maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Annexation Agreement regardless of location of individual properties in relation to the improvements.

11. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.

12. *Warning and Indemnification Concerning BBWA Canal.* DEVELOPER, its successors and assigns, hereby acknowledge that the Developer Tract is located adjacent to and downhill from the BBWA Canal, creating an inherent risk of injury and property damage. DEVELOPER, its successors and assigns, hereby knowingly, voluntarily, and fully waive and release the CITY from any future right, privilege or claim for compensation, specific performance, injunction, or other remedy of any kind, including those unknown and unanticipated, arising from or in any way related to flood, breach, collapse, leakage, subsidence, earth movement, property damage, personal injury, or any other damage or injury of any kind caused by, emanating from, or in any way related to the BBWA Canal or its construction, maintenance, or operation. DEVELOPER and such parties specifically acknowledge that claims waived and released hereby include, but are not limited to, claims arising from or related to the inherent risks related to the BBWA Canal, as well as claims arising from or related to CITY's approval of plans or permits. DEVELOPER, its successors and assigns, are expressly advised to retain qualified professionals to assess and advise them on dangers posed by the subject canal, soil conditions, or any other hazards associated with Developer Tract. DEVELOPER, its successors and assigns, further acknowledge that Montana statutes and common law may impose duties requiring that they avoid damaging or impairing the operation of the BBWA Canal. If any action of

DEVELOPER or any of its successors and assigns (herein referred to as a "Responsible Party") causes damage or impairment to the BBWA Canal which results in a claim against the CITY for compensation, specific performance, injunction, or other remedy, the Responsible Party shall fully defend, indemnify, and hold the CITY harmless from and against any such claim to the extent of the cause apportioned to the Responsible Party.

13. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

14. *Attorney's Fees.* In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

15. *Amendments and Modifications.* Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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

"DEVELOPER" Larson Family Properties, LLC

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of Larson Family Properties LLC, and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

This Agreement is hereby approved and accepted by 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 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:_____

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST

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

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

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

Parcels of land situated in the S22, T01 S, R25 E, Yellowstone County, Montana, more particularly described as follows:

S22, T01 S, R25 E, Certificate of Survey 1100, Parcel D, Amended (Less 0.111 acres for Highway (98) and 0.34 acres for Highway (09);

S22, T01 S, R25 E, Certificate of Survey 1100, Parcel 2B, Amended, 20.441 acres (98) (Less 0.069 acres for Highway);

S22, T01 S, R25 E, Certificate of Survey 1100, Parcel 2A1, Amended Tract 2A, 13.00 acres.

Said annexation contains 53.003 acres gross and net, more or less.

"DEVELOPER" Larson Family Properties, LLC

By: _____

Title:_____

STATE OF MONTANA)
:ss.
County of Yellowstone)

On this ____ day of _____, 20 ___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____of Developer Tract and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

Docusign Envelope ID: 894E3C40-039C-40ED-9A38-85B36DD141FE

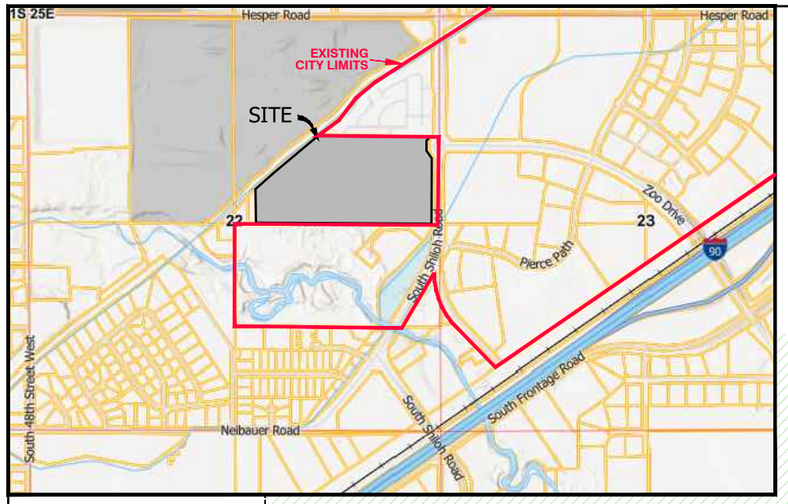
EXHIBIT A

ANNEXATION EXHIBIT

WITHIN

TRACTS 2B, & 2A1 OF AMENDED TRACT 2 C.O.S. 1100
AND TRACT D OF AMENDED TRACT 1-A-2 OF C.O.S. 1100
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LARSON FAMILY PROPERTIES, LLC
PREPARED BY : sanbell
FEBRUARY, 2026
BILLINGS, MONTANA

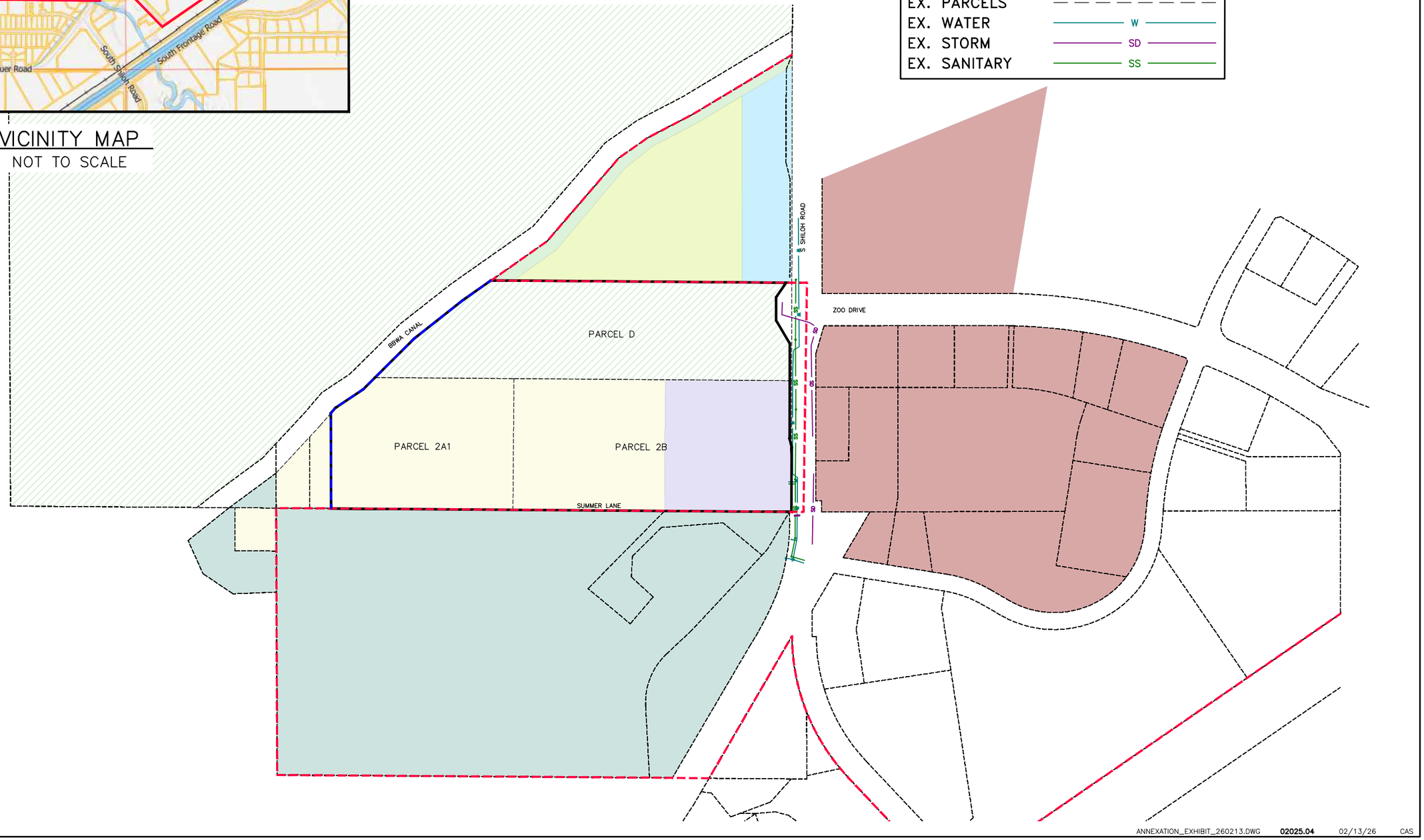


VICINITY MAP
NOT TO SCALE

LEGEND

A		N2	
P1		NO	
P2		CX	
RR1		NMU	
PRO. CITY LIMITS			
EX. CITY LIMITS			
EX. PARCELS			
EX. WATER	W		
EX. STORM	SD		
EX. SANITARY	SS		

NORTH
250 0 250 500
SCALE:1" = 500'



City Council Regular Business Meeting
Meeting Date: 04/27/2026
TITLE: Annexation 26-04, Ward Boundary Ordinance 1st Reading
PRESENTED BY: David Green
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 5.

EXECUTIVE SUMMARY
Larson Family Properties, LLC, is requesting the annexation and rezone of a portion of land they own currently in the county, but would like to develop as residential and commercial within the city. As part of the annexation of the property into the City of Billings, the relevant election ward must be expanded to contain the annexed property. In this case, Ward 5 is being expanded.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
Sanbell Engineering, on behalf of Larson Family Properties, LLC, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located west of the intersection roundabout of Shiloh Road and Zoo Drive. The usage of the term parcel in the below legal description defines the current layout of the annexed property and does not constitute the creation of new lots. The land being annexed is described as: areas of land part of a larger parcel to be situated in Section 22, Township 01 S, Range E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Tract D of Amended Tract 1-A-2 of COS 1100, Tract 2-B of Amended Plat of Tract 2, COS 1100, and Tract 2-A-1 of Amended Tract 2-A of Amended Tract 2, COS 1100, S22, T01 S, R25 E
Said annexation contains approximately 53 acres gross and net, more or less, including all adjacent Rights-of-Way.

Upon Council approval, this annexation requires a change in the boundaries of Ward 5. Two readings are required for this action. The first reading and public hearing is scheduled for this meeting, April 27, 2026. Upon approval, the second reading will occur May 11, 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 5, or;
- Disapprove adding the subject property to Ward 5. Disapproval will not modify the boundary of Ward 5 and create a situation where annexed property is within the city but not within a city ward.

Attachments

Ward Boundary Ordinance 1st Reading

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 5 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 5 the following described real property:

Tract D of Amended Tract 1-A-2 of COS 1100, Tract 2-B of Amended Plat of Tract 2, COS 1100, and Tract 2-A-1 of Amended Tract 2-A of Amended Tract 2, COS 1100, S22, T01 S, R25 E

Said annexation contains approximately 53 acres gross and net, more or less, including all adjacent Rights-of-Way.

(# 26-04) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 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 27th Day of April.

PASSED by the City Council on the second reading this 11th Day of May 2026.

THE CITY OF BILLINGS:

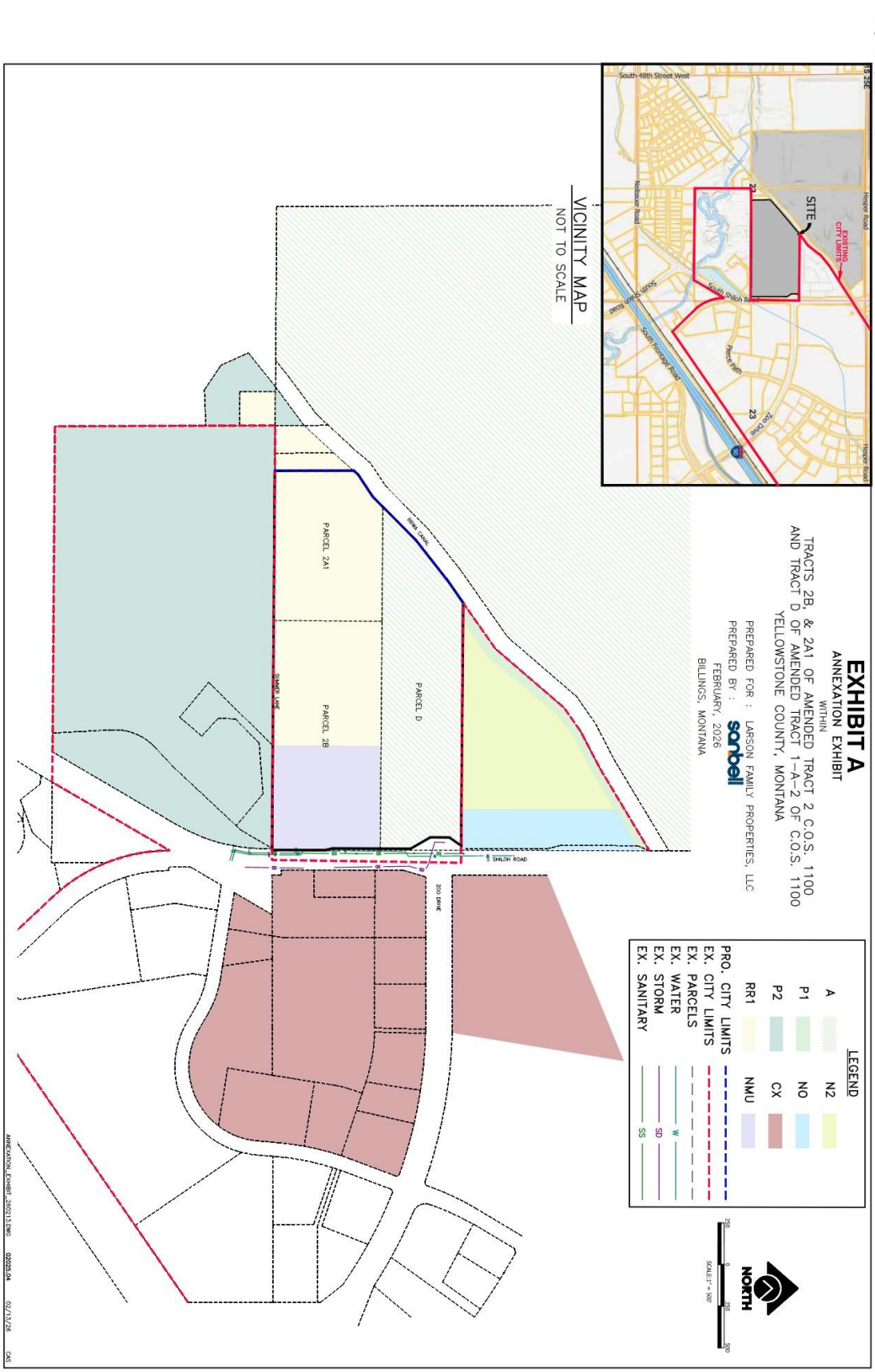
_____
Mike Nelson, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#26-04)

EXHIBIT 'A'



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YELLOWSTONE COUNTY, MONTANA
PREPARED FOR : LARSON FAMILY PROPERTIES, LLC
PREPARED BY : sanbell
FEBRUARY, 2026
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Pierce Path
Zoo Drive
PARCEL 2A1
PARCEL 2B
PARCEL D
IRRIA CANAL
SUMMER LANE
S SHILOH ROAD
ZOO DRIVE
LEGEND
A
N2
P1
NO
P2
CX
RR1
NMU
PRO. CITY LIMITS
EX. CITY LIMITS
EX. PARCELS
EX. WATER
EX. STORM
EX. SANITARY
W
SD
SS
NORTH
SCALE:1" = 500'

City Council Regular Business Meeting

Meeting Date: 04/27/2026
TITLE: EBURD TIF Application - Skyview Residences - North 17th Street and 3rd Avenue North
PRESENTED BY: Wyeth Friday
Department: Planning & Community Services
Presentation: Yes
Legal Review: No
Project Number: NA

RECOMMENDATION

The EBURD TIF Review Committee recommends the City Council approve up to a maximum reimbursement of up to $1,000,000 from the EBURD tax increment finance district funds to Skyview Residences, LLLP and NeighborWorks Montana to build the Skyview Apartment Complex at the West side of 17 Street on the corner of 3 Ave N. Actual reimbursement will be based upon 100% of the actual costs incurred for qualified expenses for the improvements made to property subject to the following conditions:
1. The Applicant(s) shall sign a development agreement with the City of Billings and BIRD within 180 days of City Council's approval.
2. This TIF reimbursement is the maximum amount that can be received, pending satisfactory submission of all paid invoices demonstrating completion of expenditures related to qualified project costs.
3. If funds are not available in the fiscal year when the project is completed, reimbursement may be carried forward to the following fiscal year pending fund availability.

EXECUTIVE SUMMARY

GL Development, LLC, on behalf of Skyview Residences, LLLP and NeighborWorks Montana, has applied for up to $1,000,000 in Tax Increment Financing (TIF) assistance to support the development of Skyview Residences - an 18-unit affordable housing project located within the East Billings Urban Renewal District (EBURD). This project represents the first residential development in the district's history and involves consolidating two parcels and redeveloping a blighted site through demolition, environmental remediation, and new construction.

The EBURD Advisory Committee reviewed the proposal on April 1, 2026, and recommends approval of the requested TIF funding. The project aligns with the EBURD Urban Renewal Plan, EBURD Master Plan, City TIF Policy, and Montana Code provisions, particularly those supporting workforce housing and blight remediation. TIF funds will primarily offset costs related to demolition, environmental mitigation, site preparation, and land acquisition, which is recommended as an eligible reimbursable expense to support project feasibility and meet the "but for" requirement.

With a total estimated project cost of $7.17 million, the proposed TIF investment represents approximately 13.95% of total costs and is expected to leverage a 7:1 private-to-public investment ratio - exceeding City TIF Policy guidelines. The anticipated payback period is approximately 13.4 years.

Overall, the project is expected to remove blight, activate underutilized land, expand affordable housing options, and contribute to long-term tax base growth within the district. The investment is consistent with EBURD's strategic goals and represents a high-impact public-private partnership.

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

GL Development, LLC on behalf of Skyview Residences, LLLP and NeighborWorks Montana submitted an application requesting Tax Increment Financing (TIF) assistance to support the construction of Skyview Residences, an 18-unit affordable housing development located within the East Billings Urban Renewal District (EBURD) on 17th Street and 3rd Avenue North. This project represents the first housing development within the district in the history of the EBURD. The proposed development will combine two parcels--one previously used for a commercial taxidermy business and another containing two small residential structures. It will redevelop the site through the demolition of four existing blighted structures and preparation of the property for new residential construction.

The application was reviewed by BIRDworks staff and presented to the EBURD Advisory Committee on April 1, 2026. The Committee evaluated the project's alignment with the EBURD Urban Renewal Plan, the EBURD Master Plan, the City of Billings TIF Policy, and applicable provisions of Montana Code Annotated. Following review and discussion, the EBURD Advisory Committee recommended approval of up to $1,000,000 in TIF assistance to support eligible development costs associated with the project. Pursuant to MCA 7-15-4288, workforce housing is an eligible use of Tax Increment Financing when it advances the objectives of an adopted urban renewal plan, as is the case with this project. Due to the age and condition of the structures on the site to be demolished and the historic use of the parcels, environmental remediation and site stabilization measures have been identified as necessary components of the redevelopment process. TIF assistance will help offset eligible costs associated with demolition, environmental mitigation, and other site preparation activities required to make the property suitable for new residential development.

The Advisory Committee recommends the inclusion of the $460,000 land acquisition cost as an eligible reimbursable expense. Incorporating the property cost allows TIF funds to be utilized more efficiently, helping stretch available dollars further and ensuring that public investment is directed in the most effective manner possible. Additionally, inclusion of the land cost supports the "but for" requirement, as it directly impacts the financial feasibility of the project and enables redevelopment of the site in its current condition. The total projected project cost, including land acquisition, site improvements, and construction, is approximately $7,173,640. The recommended $1,000,000 TIF investment represents approximately13.95% of the overall project cost and results in an estimated 7:1 private-to-public investment ratio, exceeding the City's TIF policy guideline of 5:1. Based on projected property tax increment, the estimated payback period for this investment is approximately 13.4 years.

The EBURD TIF Advisory Committee finds that this project is consistent with the EBURD Urban Renewal Plan, EBURD Master Plan, City of Billings TIF Policy, and applicable Montana Code provisions governing urban renewal and tax increment financing. The project supports blight remediation through the removal of aging and underutilized structures and advances redevelopment objectives by reinvesting in currently underutilized parcels. Additionally, the project contributes to broader district goals by increasing housing opportunities, supporting a greater residential presence within the district, and promoting long-term growth of the tax base. This investment leverages significant private funding while addressing key redevelopment barriers, resulting in a high-impact project aligned with the district's long-term vision.

Qualified Improvements	Recommended	City TIF	EBURD Urban Renewal Plan	MT Code

	TIF Reimbursement	Policy		Annotated
Site Work - Asbestos Contaminated Soils Abatement Demolition & Site Clearance Fire Sprinkler System Landscaping & Site Lighting Fences & Gates Benches Fascade - Siding Concrete Doors & Windows Land	$1,000,000	Section1(c)	Section 2 -- Blight Findings Removal of deteriorated structures and remediation Infrastructure Improvements (Plan Goals / Project Activities section)Utilities, site prep, and costs that enable development Housing / Land Use Goals (2015 Plan)Workforce and affordable housing development Section 10 -- Conformance to Growth Policy Infill development within existing district Urban Renewal Implementation / Financing (TIF section)Public investment leveraged to support private development	7-15-4233 7-15-4288

This process and action of BIRDworks is under its authority per an Agreement between the City of Billings and BIRDworks approved by the City Council in 2025 and renewed through June of 2026.

FISCAL EFFECTS

The request is for up to a maximum of $1,000,000 to be reimbursed to Skyview Residences via Neighborworks only upon completion of the work and submittal of the invoices for the eligible cost incurred. It is expected that this project will be completed in early FY28 and be paid out in 2 payments. The first payment of $750,000 in FY28 and a second payment of $250,000 in FY29. Distribution of the project payments will be programmed into the EBURD budget and will enable the District to cover these expenses in FY28 and FY29.

STAKEHOLDERS

ALTERNATIVES

City Council may:
Approve the recommendation from the EBURD TIF advisory committee for the expenditure of these TIF funds;
Modify the recommendation from the EBURD TIF advisory committee of these TIF funds before taking action, or;
Disapprove the recommendation from the EBURD TIF advisory committee for the expenditure of these TIF funds. If the Council chooses not to approve this TIF application, specific reasoning for the denial is necessary to provide further direction to the EBURD TIF advisory committee and staff, and City staff for future applications.

Attachments

EBURD Advisory Committee Transmittal Letter
Skyview Residences TIF Application
Skyview Residences TIF Financial Summary
EBURD Advisory Committee Minutes
City TIF Policy
EBURD Urban Renewal Plan
UPDATED Skyview TIF Application

City of Billings Planning and Community Services
Attn: Wyeth Friday
PO Box 1178
Billings, MT 59103-1178
Request for TIF Fund Assistance – Montana Tire

April 1, 2026

Dear City Of Billings Planning Dept,

The EBURD TIF Advisory Committee is submitting a request for Tax Increment Financing (TIF) assistance on behalf of GL Development LLC Skyview Residences LLLP & NeighborWorks Montana. for the Skyline Residences project, a redevelopment located within the East Billings Urban Renewal District (EBURD).

The proposed development is located at the corner of 17th Avenue North and 3rd Avenue North and will combine two existing parcels. The site currently includes four structures, consisting of two significantly deteriorated buildings and two small residential units. The project involves demolition of the existing structures and preparation of the site for new construction.

The proposed project will deliver 18 affordable housing units, offering a mix of one- and two-bedroom options, and will be constructed in compliance with EBURD code requirements. No relocation of residents is required for this project.

The total project cost is $7,173,640 including a land purchase price of $460,000. The applicant submitted their TIF application to BIRDworks on February 13, 2026. The application was reviewed by the EBURD TIF Advisory Committee and approved on April 1, 2026, for $1,000,000 in TIF-eligible expenses—representing 13.94% of the project cost. The application identifies just over $5 million in TIF-eligible expenses, with consideration given to the inclusion of land acquisition as part of the “but for” analysis.

The EBURD TIF Advisory Committee supports the inclusion of land acquisition costs as an eligible expense as part of this recommendation. It is understood that final determination of eligible expenses rests with City Council, and should Council choose to exclude land costs, the Committee remains supportive of reallocating eligible TIF funds to other qualified project expenses.

This project represents a significant investment in the district and aligns with the EBURD Urban Renewal Plan and Master Plan goals, including the removal of blight, reinvestment in underutilized properties, support for housing development, and continued growth of the district’s tax base.

We respectfully request placement of this item for review by the Billings City Council at an upcoming session.

Thank you for your assistance.
Heather Doty
heather doty
BIRDworks community liaison

Skyview Residences

Application for Tax Increment Financing

February 13, 2026



Owner: **Skyview Residences LLLP**

Developer: **GL Development LLC**

APPLICATION FOR TAX INCREMENT FINANCING

for

SKYVIEW RESIDENCES

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Billings Industrial Revitalization District

BILLINGS INDUSTRIAL REVITALIZATION DISTRICT, INC.
EBURD APPLICATION

Project Name: __Skyview Residences _____Date Submitted: ___2/13/26_

APPLICANT INFORMATION

1. Name: ____Gene Leuwer_____

2. Address: ____1625 E 6th Ave Helena, MT 59601_____

3. Telephone Number: ____406.459.5332_____ Cell#_____406.459.5332_____

PROJECT INFORMATION

1. Building Address:

220 North 17th St. Billings, MT 59101;
222 North 17th St., Billings, MT 59101;
224 N. 17th St. Billings, MT 59101; and
1712 N. 3rd Ave Billings, MT 59101.

2. Legal Description:

BILLINGS ORIGINAL TOWNSITE, S33, T0l N, R26 E, BLOCK 68, Lot 7 - 8, Tax Code A00479;
BILLINGS ORIGINAL TOWNSITE, S33, T0l N, R26 E, BLOCK 68, Lot 9 - 10, Tax Code A00480;
BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 11 - 12, E2 LTS 11-12; AND
BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 11 - 12, W2 LTS 11-12 BLK 68

3. Ownership:

Skyview Residences LLLP

Address:

1625 E. 6th Ave Helena, MT 59601

4. If property is not owned by the APPLICANT, list leasehold interests (Attach evidentiary materials.)

Name:

Address: _____

5. Existing/Proposed Business: ____Skyview Residences LLLP _____

Business Description: _Affordable family rental housing _____

6. Employment: Existing FTE Jobs __0_____

New Permanent FTE Jobs created by project ____.33____Construction FTE Jobs 22-25

7. Architectural Firm: ___ARC Consulting_____

Address: _PO Box 81238 Billings, MT 59108_____

Architect: ___Craig Frohlich_____

8. Description of Project: See Exhibit b

9. Rehabilitation/construction plans: See Exhibit e

10. Project Schedule: See Exhibit C

PROJECT COSTS

Please refer to attached Exhibit D TIF Application Costs & Financing

PROJECT FINANCING

Please complete Sources of Funds detail and summarize below.

A. Applicant Equity

Cash Invested $ _____3,808,272____

Land & Buildings

(if value is more that State of Montana valuation then
a current appraisal must be submitted) $ _____

Other _____ $ _____

_____ $ _____

A. Subtotal Applicant Equity $ _____3,808,272_____

B. Lender Commitments (Attach Bank Loan Commitment letter, Letters of Credit or other documentation.)

Lender	Loan Amount	Interest	Term	Payment/Period
_MBOH_____	$ _1,875,000__	__4.0725_%	_20_yrs	$_7,498.64_/Month
_MTHF_____	$ _300,000____	___2__%	_18_yrs	$ _10,902 __/Month

B. Total Loan Amount $__2,075,000_____

C. TIFD request for funds for eligible public improvements. MCA Statute (office use only)

__Eligible Construction Costs___ $ ___1,000,000*___

MCA Citations:
7-15-4288;
7-15-4283;

7-15-4233

*See attached detailed budget breakdown, Exhibit D

C. Subtotal TIFD Funds Requested $ __1,000,000_____

D. Other Source of Funding_____

___Def. Dev Fee & Capital Contribution_____ $___290,368_____

Sources of Funds Summary (Post totals from above.)

A. Applicant Equity	$ ___3,808,272_____
B. Lender Commitments	$ ___2,075,000_____
C. TIFD Funds Request	$ ___1,000,000_____
D. Other Funds	$ ___290,368_____
Total Project Financing	**$ ___7,173,640_____**

APPLICANT STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

APPLICANT

1. Name: ___GL Development LLC on behalf of Skyview Residences LLLP & NeighborWorks Montana_____

   Address: __1625 E 6th Ave Helena, MT 59601_____

2. If the APPLICANT is not an individual doing business under his/her own name, the APPLICANT has the status indicated below and is organized or operating under the laws of __Montana____.

3. _____X_____ corporation/LLC.

   _____ nonprofit or charitable institution

   _____ partnership known as

   _____ Other (explain):

   Date of organization: ____4/25/2008_____

4. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, principal shareholders, investors, or partners of the APPLICANT.

Name and Address	Nature and Extent of Interest
Gene Leuwer 1625 E 6th Ave Helena, MT 59601	Manager

FINANCIAL CONDITION

1. Provide a current financial statement (consisting of a Balance Sheet and Profit & Loss Statement) & Current Tax Return for each private entity involved in the project. This application and all financial information become part of the public record when submitted to the BIRD and is available upon request under the State of Montana Public Information Rules.

   See Exhibit E

2. Has the APPLICANT or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntary or involuntary, within the past ten (10) years?
   No __X___ Yes _____ If yes, give date, place, and under what name

   _____

3. Has the APPLICANT or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past ten years:
   No ___X__ Yes _____ if yes, give date, charge, place, court and action taken for each case.
   _____

CONSTRUCTION CONTRACTOR

1. Identify the construction contractor or builder who will undertake this project.

   Name: _____Golden Eagle Construction_____

   Address: _____505 Shepherd Way Helena, MT_____

2. Has named contractor or builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years? No ___X__ Yes _____ if yes, explain.

3. Attach copies of bids to application: Subcontractors will bid on specific scopes.

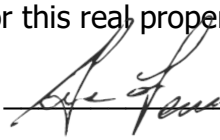
TBD

4. If Applicant intends to do any of the construction themselves then APPLICANT shall provide three (3) independent contractor bids which must accompany this application for the work to be provided.

N/A

CERTIFICATION

I (we), ___Gene Leuwer_____
(please print), certify that the statements and estimates within this Application as well as any and all documentation submitted as attachments to this Application or under separate cover are true and correct to the best of my (our) knowledge and belief. I/We certify that I/We will make no application for any other tax abatement that may be available for this real property or building.

Signature: 

Title: Manager, GL Development LLC___
Address: ___1625 E 6th Ave_____

__Helena, MT 59601_____

Date: _2/13/26_____

EXHIBIT A
SKYVIEW RESIDENCES PROJECT TEAM

OWNER
Skyview Residences LLLP
1625 E 6th Ave
Helena, MT 59601

DEVELOPER
GL Development LLC
1625 E 6th Ave
Helena, MT 59601

DESIGN TEAM
ARC Consulting
PO Box 81238
Billings, MT 59108

Dynamic Analysis
1501 14th St. West, Suite 202
Billings, MT 59102

Coneer Engineering
1629 Avenue D, Suite 7C
Billings, MT 59102

Consulting Design Solutions, Inc.
7540 Chruchill Road
Manhattan, MT 59741

GENERAL CONTRACTOR
Golden Eagle Construction
505 Shepherd Way
Helena, MT 59601

EXHIBIT B
SKYVIEW RSIDENCES PROJECT DESCRIPTION

PROJECT BACKGROUND

As we are all aware, the need for affordable housing in Billings is insatiable. The GL Development team has seen this need firsthand in both projects we have recently completed on the South Side of Billings. Our recently completed, 38-unit affordable family project called Jackson Court received Certificates of Occupancy from the city in January 2024 and is full with a waitlist. A subsequent 32-unit affordable family housing development called Mitchell Court began construction last summer and construction was completed in February 2026. Mitchell Court will be fully leased by April 2026. Affordable units are leasing up as fast as we can build them, and waitlists continue to grow.

Both Jackson Court and Mitchell Court were made possible by a multitude of fundings sources with both projects receiving TIF financing through the South Billins Urban renewal District. Our next project, Skyview Residences will be located in the BIRD district. As envisioned, Skyview will provide 18 new units of affordable, accessible apartments on what is currently four separate parcels of land: 220 North 17th St. Billings, MT 59101; 222 North 17th St., Billings, MT 59101; 224 N. 17th St. Billings, MT 59101; and 1712 N. 3rd Ave Billings, MT 59101. This development is funded with a combination of favorable loans and 9% tax credits, similar to the funding used to develop Jackson Court and Mitchell Court. This request for TIF funds will complete the funding package and we are very excited to bring safe, quality, affordable housing to the BIRD.

Skyview Residences will bring new investment from an experienced development team new to the BIRD. Our team has significant experience developing affordable housing across the Mountain West region and, in particular, with the City of Billings. We have an intimate understanding of TIF funding and our thoughtfully developed underwriting model does not contemplate receiving any TIF funds from the BIRD until the project is 100% complete and TIF funds are expected to be available (a partial payment in calendar year 2027 and a partial payment in calendar year 2028).

PROJECT DESCRIPTION

Skyview Residences seeks to provide quality, safe affordable housing to Billings low-income families and individuals. Skyview Residences will be located close to downtown Billings, providing residents ready access to a range of employment opportunities, government services and support, and healthcare options while minimizing transportation and opportunity costs. Further, the redevelopment of this site will remove blighted buildings and environmental hazards such as lead (in soils and paint) and asbestos, creating a healthier built environment.

These new apartments will be spread across three two-story walk-up apartment arranged around a central green space where community members can gather in nice weather. Skyview's 1 and 2 bedroom rental homes will be rented to income-qualified households making up to 80% of the Billings Area Median Income (AMI). Income targeting will be further broken down into subsets of 40%, 50%, 60%, 70%, and 80% AMI brackets. In real dollars, a 40% AMI single individual earns up to $27,200 per year and an 80% AMI single individual earns up to $54,400 per year. A two-person 40% AMI household earns up to $31,080 per year and an 80% AMI two-person household earns up to $62,160 per year. According to the initial market

study, Skyview rents will be up to $485 LESS than market rate rent for one-bedrooms and $826 LESS than market rate rent for two-bedrooms.

All homes will aim to offer air conditioning, energy efficient appliances including a refrigerator, oven/range, microwave, dishwasher, in-unit washer/dryers, and durable finishes. The location is ideal with both easy access to all the services and amenities Billings has to offer via fixed bus routes (approximately 3 blocks from the project site) and less than a mile from downtown Billings.

DESIGN CONCEPT

Skyview, an urban infill project consistent with adopted zoning and planning goals, was conceived with a tight, efficient, and durable build that will maximize the investment of public funds and provide quality, safe and affordable housing for the next 50 years.

SITE SELECTION

The project site was selected as an ideal candidate as it: 1) was unencumbered and, once aggregated, large enough for development, 2) available for purchase; 3) is in close proximity to goods and services and employment opportunities; 4) ready access to existing utilities including city storm, sanitary, and water services in the adjoining rights-of-way; and 5) is consistent with City of Billings initiatives supporting affordable infill housing closer to the center of Billings. The development team was also excited in discussions with the BIRD district staff about their support and need for such a project in their district of Billings.

NEARBY EMPLOYMENT

The site is close to employers in the BIRD and downtown business districts. The proposed project is in keeping the with BIRD's planning goals, and city-wide goals of providing a wider range of affordable housing to Billings residents closer places of employment and public transportation.

INVESTMENT IN BIRD

Skyview will be a substantial investment in BIRD, creating short-term construction jobs and long-term property management and maintenance jobs (see Exhibit D for a partial breakdown of project costs). The addition of 18 families with stable, affordable housing in the BIRD equates to an investment in human capital with a corresponding increase spending in the District from residents and their guests. Additionally, Skyview will pay property taxes and further capitalize BIRD's TIF account. Our goal is for this project to be a resource to the district and the people that call it home.

SCHEDULE

Work to date on the project includes securing financing, a suitable site, investigating apartment configuration, and researching housing needs. The design team is working hard on design development and construction documents, and we expect to begin construction in the summer of 2026. Construction will take about one year and we expect leasing will start in the summer of 2027. The development team has already purchased the site and are highly committed to making this project a reality.

PROJECT ELIGIBILITY & USE OF TIF FUNDS

The development team has carefully evaluated the City of Billings' TIF Policy, Montana Code Annotated, and our prior successful TIF-supported developments to ensure full compliance with all applicable requirements.. We recognize the importance of responsibly utilizing public resources and are committed to structuring this request in a manner that maximizes public benefit while maintaining project feasibility.

As with prior affordable housing developments, Skyview Residences faces unique financial constraints. Rents are restricted by design, limiting revenue potential and requiring a carefully balance capital stack. As a result, strategic use of TIF funds is critical to offsetting costs that cannot be supported by operating income.

Both Montana Code Annotated and the City's adopted TIF policy identify land acquisition and predevelopment costs as eligible expenses. The inclusion of these costs is not only consistent with governing policy but also reflects a prudent and efficient use of TIF resources.

Allocating a portion of the TIF funds toward land acquisition and other non-construction costs (such as surveys, environmental work, and site planning) allows the project to reduce the amount of TIF applied to vertical construction. This approach has two important benefits:

- **Cost Efficiency –** it minimizes overall project costs by limiting exposure to cost escalations associated with construction activities.
- **Maximization of Public Investment –** It allows TIF dollars to fill true financing gaps without unnecessarily inflating development costs, through requirements such as State Prevailing Wage.

This structure ultimately results in more housing units delivered per public dollar invested, aligning with the City's goal of leveraging TIF to achieve meaningful community impact.

Additionally, recent legislative updates recognizing "workforce housing" as eligible public infrastructure further reinforce the appropriateness of TIF support for projects such as Skyview Residences, which serves households earning between 40% and 80% of Area Median Income.

Please also note that the Developer has already purchased the site and will pay for all of these costs with all construction of the project being completed before any TIF funds reimburse expenses. We are committed to bringing this project to a reality, and in a way that responsibly uses public funds to address real needs of the community.

FINANCING STRUCTURE

The development team proposes a TIF structure that builds upon prior successful projects while improving long-term financial outcomes for both the project and the community.

In previous developments such as Jackson Court and Mitchell Court, TIF funds were provided as grants upon project completion. This structure can create unintended adverse financial impacts in affordable

housing projects. To address this, Skyview Residences proposes a proven alternative structure that has been successfully utilized in other Montana communities:

- TIF Funds would be granted by the City to a qualified nonprofit intermediary – co-applicant NeighborWorks Montana.
- The nonprofit would then loan the funds to the project Partnership.

This structure provides several key advantages:

1) Preserves Project Feasibility & Long-Term Sustainability

The project avoids a significant tax burden and allows the development to fully leverage its tax credit allocation. Ensures financially viability while continuing to serve low-income households over the long term.

2) Maintains Full Public Benefit and Oversight

The project will remain subject to all TIF requirements and Development Agreement provisions, ensuring accountability and delivery consistent with City requirements and this TIF application.

3) Leverages Experience Nonprofit Partnership

NeighborWorks Montana (NWMT), a trusted statewide leader in affordable housing finance, has expressed willingness to serve as intermediary. NWMT has a strong track record and prior involvement with the development team, including participation in Jackson Court and Mitchell Court as well as predevelopment funding on Skyview Residences.

This structure does not change the timing or use of TIF reimbursement, rather it ensures public funds are deployed in the most efficient manner possible, maximizing the impact of each TIF dollar.

REQUEST FOR TIF ASSISTANCE

To complete the capital stack necessary to move Skyview Residences forward, the development team respectfully requests $1,000,000.

These funds will be used for eligible project costs including land acquisition, predevelopment activities, and select construction-related expenses. This allocation strategy has been intentionally designed to:

- Maintain overall project cost efficiency
- Maximize the impact of limited TIF resources
- Ensure long-term financial viability of the development

As with prior projects, the development team has structured the financing such that construction will be completed prior to requesting reimbursement from the District. Based on current projections, we anticipate requesting $750,000 in fiscal year 2027 and the remaining $250,000 in fiscal year 2028.

This request is consistent with prior TIF-supported developments in Billings and reflects both current policy guidance and recent legislative updates supporting workforce housing.

Thank you to the BIRD Board and City of Billings for considering this request. We look forward to building on the success we've enjoyed with Jackson Court and Mitchell Court and developing another successful affordable housing project made possible with an award of TIF financing.

THANK YOU FOR YOUR CONSIDERATION!

EXHIBIT C
SKYVIEW RESIDENCES APARTMENTS PROJECT SCHEDULE

The following summarizes the anticipated major project milestones commencing October 2025.

October 2025 – February 2026

- Phase I & Phase II ESA
- Acquire properties
- Design Development
- Submit TIF and MTHF applications

March – May 2026

- Construction Documents & cost estimation
- Environmental hazard abatement & demolition
- Zoning and Lot Aggregation

June 2026

- Building Permits & City Approvals
- Close Financing
- Begin Construction

June 2026 – July 2027

- Construction
- Certificates of Occupancy and Final Inspections

July 2027 –November 2027

- Receive $750,000 TIF reimbursement on or about July 1, 2027
- Place in Service and Lease-up

July 2028

- Receive $250,000 TIF reimbursement on or about July 1, 2028

Skyview TIF Application Budget

TIF-Eligible Costs	MCA Citation	City TIF Policy	TIF Application Budget	Skyview TIF Budget Line Item
$ 460,000.00	7-15-4288	Section 1. a.	$ 460,000.00	Land Acquisition
$ 54,140.00	7-15-4288	Section 1. c.	$ 45,000.00	Site Work - Asbestos & Contaminated Soils Abatement
$ 67,885.00	7-15-4288	Section 1. a.	$ 55,000.00	Demolition & Site Clearance
		Section 1. c.	$ 10,000.00	Infrastructure / Workforce Housing Construction; Alarm & Security System
		Section 1. c.	$ 30,000.00	Infrastructure / Workforce Housing Construction; Fire Suppression Sytem
		Section 1. c.	$ 30,000.00	Infrastructure / Workforce Housing Construction; Site Improvements - Landscaping & Site Lighting
		Section 1. c.	$ 20,000.00	Infrastructure / Workforce Housing Construction; Site Improvements - Fences & Gates
		Section 1. c.	$ 2,000.00	Infrastructure / Workforce Housing Construction; Site Improvements - Benches & Community Gathering Space
$ 4,380,475.00	7-15-4288 / 7-15-4283	Section 1. c.	$ 60,000.00	Infrastructure / Workforce Housing Construction; Fascade - Doors & Windows
		Section 1. c.	$ 60,000.00	Infrastructure / Workforce Housing Construction; Fascade - Siding
		Section 1. b.	$ 45,000.00	Infrastructure / Workforce Housing Construction; Vehicle Access, Alley Paving & Parking Lot
		Section 1. b.	$ 52,535.00	Infrastructure / Workforce Housing Construction; Sidewalk, curb and gutter
		Section 1. b.	$ 25,000.00	Infrastructure / Workforce Housing Construction; Utility installation & connections
		Section 1. c.	$ 5,000.00	Infrastructure / Workforce Housing Construction; Finishes - Signage
$ 6,000.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 6,000.00	Market Study
$ 6,000.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 6,000.00	Appraisal
$ 7,985.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 7,985.00	Pre-Construction ALTA Survey
$ 6,660.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 6,660.00	Post-Construction ALTA Survey
$ 7,670.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 7,670.00	Lot Aggregation Filing & Plat
$ 7,500.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 7,500.00	Geotech Study
$ 35,000.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 33,000.00	Environmental Testing & Investigations
$ 10,000.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 5,500.00	City of Billings Building Permit Fee
$ 930.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 150.00	City of Billings Engineering Plan Review Fee
$ 6,550.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 2,000.00	City of Billings Plan Check
$ 690.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 150.00	City of Billings Plan Review
$ 130.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 50.00	City of Billings Landscape Plan Fee
$ 14,045.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 8,000.00	City of Billings Sewer System Dev Fee
$ 17,025.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 9,800.00	City of Billings Water System Dev Fee
$ 5,088,685.00			$ 1,000,000.00	Total TIF Budget Request

$ 7,173,640.00	Estimated Total Development Cost
13.94%	TIF Request as Percent of Total Development Cost

Skyview Project Costs

Land and Site Improvements		
Land & Buildings		$ 460,000.00
Demolition		$ 67,885.00
Env. Remediation		$ 54,140.00
Site Work		$ 600,000.00
	Subtotal	$ 1,182,025.00
Construction/Rehabiltiation Costs		
Construction		$ 3,565,475.00
Contingency		$ 215,000.00
	Subtotal	$ 3,780,475.00
Fees		
Architectural/Engineering		$ 354,103.00
Construction/Interim Fees		$ 474,200.00
Financing & Soft Costs		$ 1,265,517.00
Reserves		$ 117,320.00
	Subtotal	$ 2,211,140.00
Total Project Development Costs		**$ 7,173,640.00**

EXHIBIT D PROJECT COSTS AND FINANCING

Skyview Project Financing

Applicant Equity					
Cash Invested		$ 3,808,272.00			
Lender Commitments					
MBOH Coal Trust Loan		$ 1,775,000.00	4.0725%	20 year	$7,498.64/month
MTHF		$ 300,000.00	2.00%	18 year	$908.48/month
	Subtotal	$ 2,075,000.00			
TIF Request for Funds for Eligible Public Improvements					
2027 TIF Allocation		$ 750,000.00			
2028 TIF Allocation		$ 250,000.00			
Deferred Fees		$ 290,368.00			
	Total Project Development Costs	**$ 7,173,640.00**			

EXHIBIT D PROJECT COSTS AND FINANCING

Andrew Chanania <andrew@northforkdevelopment.com>

Skyview updated underwriting

Tracy Menuez <tracy.menuez@mthf.org> Fri, Mar 6, 2026 at 10:38 AM
To: Andrew Chanania <andrew@northforkdevelopment.com>

Hi Andrew - Got your message. I'm ooo through Tuesday, but yes, I've sent everything on, and I think we should be good to do $300k at 2%. Thanks!

Tracy Menuez
Senior Program Officer
406.451.7060 ex. 213

MONTANA HEALTHCARE FOUNDATION

August 2, 2024

GL Development
4835 Echo Drive
Helena, MT 59602
Delivered via Email

Re: Skyview Residences Apartments

Thank you for the opportunity to work with you for the new construction of the Skyview Residences project in Billings, Montana. This letter is to inform you that Glacier Bank has conducted an initial underwriting of the proposed Project and determined it is feasible, subject to the final allocation by the Montana Board of Housing of the 9% Low Income Housing Tax Credits and the review of any updated due diligence material, and satisfactory completion of the other conditions set forth herein.

Construction Loan

- Borrower: Skyview Residences LLLP

- Purpose: Construction loan to be used for the new construction of 26 rent restricted housing units in Billings, Montana known as Skyview Residences Apartments (the "Project"). This loan is being proposed with a taxable rate.

- Loan Amount: $6,300,000

- Term/Payments: This loan will be established as a Draw Down Notes through the construction period with monthly interest only payments due for a period of up to 30 months. This will allow for the completion, stabilization, and certification of the Project prior to transitioning to the permanent loan. If there is a need to extend beyond the 30 months for up to 6 months, the modification fee will be no more than $500.00, provided the Project remains balanced in terms of sources and uses.

- Construction Supervision: Glacier Bank has a Construction Department that will make routine site inspections to monitor the construction process, gather all lien waivers and disburse 1099's on your behalf at the beginning of the year. Disbursements are prioritized for a 24-hour turnaround and made in the form of paper checks, ACH's or wires. All loan advances are usually made on a percentage of completion however this can be discussed at the construction meeting as to how we can meet your needs. Approval for each advance would be made in accordance with the terms of a construction and disbursement agreement agreed to by the LP, the General Contractor and Glacier Bank. The construction monitoring fee will be $5,000 and payable at the time of the closing of the Construction Loan to cover the entirety of the construction project.

- Pricing: The rate will be 7.50% for the duration of the construction loan.
  * It is the intend for Glacier Bank to submit application to the Montana Board of Investments Linked Deposit Program which provides a benefit to the project by decreasing the rate to the Federal Home Loan Bank Community Advance Straight Line Amortizing CIA 2-year rate. Rate would be determined within 3 business days after closing.

- Non-refundable Construction Loan Fees: A non-refundable Loan Fee of 1% of the Construction Loan amount shall be paid by Borrower at the closing of the acquisition of the Project

- Costs/Fees: Borrower will be responsible for all customary and reasonable third-party costs incurred by Glacier Bank related to the Project, including but not limited to appraisal, title work, attorney fees, and other costs, whether the Project is consummated or the Loan closes.

- Collateral: The loan shall be secured by a priority lien upon the real property on which the Project is located, and the improvements and fixtures located thereon, in the form of a Deed of Trust. As additional security, Glacier Bank shall have first lien on all items of personal property attached to or used in connection with the maintenance and/or operation of the property including, but not limited to appliances, machinery, equipment, water, sewer and drainage pipes, and any fixtures, as well as a security interest in such other assets of Borrower determined necessary in Glacier Bank's sole discretion. Borrower agrees to the execution for the benefit of Glacier Bank of an Assignment of Rents. Additional requirements include a Security Agreement, and Assignments of permits and contracts, including the construction contract, the architect contract and the management contract, a deposit account control agreement as well as an Assignment of the General Partner's partnership interests and Developer fee. The Assignment of the General Partner's partnership interest and Developer fee will be terminated after the fees are paid upon issuance of 8609 Form. Glacier Bank acknowledges there will be a subordinate pledge of the General Partners Partnership interest to the limited partner.

- Loan to Value will be calculated using As Complete Stabilized Restricted Market Value in addition to the Value of the Tax Credits.

- Prepayment: The Loan has the option of being paid down without penalty during construction and to the permanent loan amount at conversion without penalty or premium. Please note these funds will not be available to be re-advanced.

- Guaranties: Developer and development entities to be created that are project specific terminating at conversion. Additional guarantees may be requested after further review of due diligence.

- Deposit Accounts: Project deposit accounts are to be held at a Glacier Bank Division Bank to include Operating Account, Tenant Deposit Account, Taxes and Insurance Reserve during permanent phase, and Operating Reserve Account to include 6 months of operating expenses and debt service and Replacement Reserve Account for deposits equal to $350/unit/yr. A Development Account will be opened to be used for the construction loan proceeds and equity disbursements.

- Loan Documents: Loan documents and related security instruments shall be in a form and substance acceptable to the Bank and its counsel. Borrower agrees to enter and execute all documents contemplated by this letter of interest and as may otherwise be required by the Bank and/or its counsel.

Contingencies: The above is a general outline of the key terms on which the Bank is willing to extend financing and is contingent upon allocation or approval by the Montana Board of Housing of 9% Low Income Housing Tax Credits and the securing of a tax credit investor for equity contributions, review, and approval of additional or updated due diligence material, satisfaction of the conditions set forth herein, and the Bank's loan committee approvals. The rates quoted above are subject to repricing 120 days prior to closing. The final terms and all loan details will be contained in the closing documents.

We thank you for the opportunity you have given us to provide these credit facilities and your help in working through the due diligence process. We still have some work to do, and we look forward to working with you to complete the final details and close.

Sincerely,
Glacier Bank

By:_____
Jennifer Wheeler
Vice President/Senior Commercial Lender
JWheeler@Glacierbank.com
406-756-4282

Accepted By:

_____
Gene Leuwer
GL Development

February 24, 2025

Skyview Residences, LLLP
Gene Leuwer
1625 E. 6th Ave.
Helena, MT. 59601

RE: Loan Commitment Skyview

Dear Gene:

Montana Housing is pleased to provide this letter in connection with your project listed above. This commitment letter (the "Commitment") constitutes the commitment of the Montana Board of Housing ("MBOH") for the loan type and amount listed below (the "Loan") to finance the development and construction of a certain affordable housing project commonly known as listed below (the "Project") located as listed below (the "Property") under the terms and conditions set forth herein

Based on the application you have submitted the general terms of the financing are summarized below:

Board Meeting:	December 9, 2024
Project:	Skyview
Property:	TBD Jackson Street, Billings, MT. 59101
Borrower:	Skyview Residences, LLLP
Guarantors:	None, it will be non-recourse.
Program:	Coal Trust Multifamily Homes Loan Program
Type:	Permanent Amortizing
Amount:	$2,400,000.00
Term:	16 years
Amortization Period:	40 years
Rate:	4.0725% based on August 2024 application
Security:	1st lien position non-recourse
Property Taxes:	Yes, will be subject to property taxes
Loan Origination Fees:	1% of Loan amount paid at closing
Compliance Fees:	Per unit annual fee matching Housing Credit fee
Escrows:	Will be held with Montana Housing

Underwriting

Assumptions: As outlined in Housing Credit Qualified Allocation Plan
Closing and Stabilization Conditions: On or after 3 months of stabilizes occupancy.

The board approved a loan commitment that authorizes board staff to complete the underwriting process, close and fund the loan, subject to Borrower meeting all applicable loan requirements.

The Loan includes the terms outlined above and is further subject to the terms and conditions in attached Exhibit A, incorporated herein by reference. If Borrower meets all the requirements and conditions of closing as provided in this Commitment, MBOH agrees to make the Loan to Borrower upon the terms and conditions specified in this Commitment.

Please contact me if you have any questions.

Sincerely,

Jason Hanson
Multifamily Program Manager

AGREED and ACCEPTED:

[Borrower]

By: _____
Its: _____

EXHIBIT A

ADDITIONAL LOAN TERMS AND CONDITIONS

MBOH's obligation to close and disburse the Loan is subject to Borrower's full compliance with all terms and conditions of this Commitment, including without limitation the following, as verified and approved by MBOH:

A. Borrower, the Loan, the proposed use of Loan proceeds, and the Project must all comply with the standards and requirements, including underwriting standards, of the Montana Board of Housing's Loan Program listed above (the "Program"), including without limitation those conditions and requirements listed in this Commitment and in the applicable Program Highlights posted on the MBOH website at https://commerce.mt.gov/Housing/Developers/Multifamily-Funding-Sources as of the date of this Commitment.

B. If the Loan is for permanent financing and MBOH requires that construction be completed prior to Loan disbursement, construction of the Project shall have been satisfactorily completed, and MBOH shall have received a copy of the certificate or certificates of occupancy issued by the appropriate governmental bodies for the Project in its entirety, including all improvements, or construction/architect formal completion reports.

C. If the Loan is for permanent financing and MBOH does not require that construction be completed prior to Loan disbursement, MBOH shall have received a copy of: (i) the plans and specifications for the construction and rehabilitation of the Project; and (ii) the construction contract entered into by Borrower, together with any and all amendments, modifications, supplements, general conditions and addenda thereto, in connection with the construction and/or rehabilitation of the improvements on or including all or any part of the Project or Property.

D. If applicable, Borrower shall have complied with any additional construction loan disbursement requirements specified in the Loan Documents and has applied for any disbursements from the Loan proceeds in accordance with the Loan Documents.

E. Full satisfaction of obligations under the construction loan documents and release by the construction loan lender of its liens on Project property

F. MBOH shall be furnished with an ALTA extended coverage lender's policy of title insurance with respect to the Property in the form of a commitment from a title insurer ("Title Commitment"), satisfactory in form and substance to

MBOH and including such endorsements as specified in writing by MBOH to Borrower. Such policy shall insure MBOH's interest under the Trust Indenture as holder of a valid and enforceable lien in the priority position listed above, in an amount not less than the amount of the Loan, subject only to such defects and encumbrances as MBOH shall have approved.

G. All Project reserve and deposit accounts are established by Borrower in accordance with MBOH requirements be retained by MBOH or held at an accredited financial institution approved by MBOH through the course of the Loan, including any operating account, tenant deposit account, operating reserve account, and replacement reserve account. Borrower must fund all reserve accounts related to the Project in accordance with the Loan Documents and MBOH's then-current policies regarding reserves.

H. Borrower shall be in compliance with all of its covenants and agreements contained in the Loan Documents (defined below) and all representations and warranties of the Borrower contained in any of the Loan Documents shall be true as of the date of disbursement of the Loan.

I. Borrower shall have executed and delivered all of the Loan Documents (defined below) to MBOH or the designated closing agent, and any Loan Documents specified for recording or filing in instructions delivered to the title company by MBOH have been delivered to an authorized agent of the title company for recordation or filing under binding recording or filing instructions approved by MBOH.

J. MBOH shall prepare the required loan documents to comply with the terms and conditions of this Commitment, to document the Loan and to secure its repayment, including but not limited to the following: loan agreement; promissory note; trust indenture, assignment of rents, security agreement and fixture filing ("Trust Indenture"); UCC financing statements; regulatory agreement; disclosure statement; statement of initial escrow and reserve for replacement account; amortization schedule; any required construction loan security or collateral documents (including, without limitation, security agreement; UCC financing statements; assignment of architect's contract; assignment of construction contract; assignment of contracts and permits; assignment of development agreement and development fee; assignment of capital contributions; assignment of general partner interest; assignment of management agreement; financial guaranties; guaranties of completion and performance; and environmental indemnification); and any additional documents deemed necessary by MBOH to facilitate closing or to adequately secure and protect its lien position under the Loan, all in form and substance satisfactory to MBOH (the "Loan Documents").

K. The Loan shall be secured by a lien in the priority position listed above on the Project, including all collateral; specified in the Loan Documents.

L. All taxes and assessments payable in connection with the Project and improvements are to be paid at the time of the loan closing and subsequent taxes and assessments must be paid when due.

M. Borrower shall bear all required Loan fees, including origination and compliance fees, and all expenses incurred in connection with the Loan including, but not limited to recording costs, premiums for title and liability insurance, fees for surveys, mortgage fees, and other out-of-pocket expenses. Loan servicing fees are shared equally between MBOH and Borrower.

N. This Loan is not subject to a prepayment penalty

O. Borrower shall furnish evidence of insurance policies specifically listing the location of this Project in accordance with the requirements of the Loan Documents.

P. All other Project funding sources identified in the Borrower's Loan Application are actually obtained, including closing and funding of loans, grants and other sources.

Q. The Project and all collateral securing the Loan shall at all times be subject to the regulatory agreement specifying applicable targeting, income, rent and other requirements and restrictions, and may be further subject only to such other restrictions or limitations as are approved in writing by MBOH and MBOH's counsel (except that MBOH consents to any restrictive covenants imposed with respect to the allocation of low income housing tax credits to the Project or other MBOH financing.

R. The Loan Documents will restrict and impose requirements relating to any sale, transfer or exchange of title to the Project, and will require that the Project will not be conveyed or further encumbered during the term of the Loan except for liens for the subordinate financing or other encumbrances approved by MBOH at the closing, other encumbrances made with MBOH's written consent, or as otherwise permitted in the Loan Documents.

S. All other conditions established by MBOH for the closing, perfection of Lender's security in the Property, and disbursement of the Loan, including all conditions for closing specified in the Loan Documents, shall have been satisfied.

This Commitment is further subject to the following

1. Non-Waiver: The terms of this Commitment may not be waived, modified or in any way changed by implication, correspondence or otherwise unless such waiver, modification or change is made in the form of an amendment to this Commitment which is executed by both Borrower and MBOH.

2. No Assignment/No Brokerage Fees: MBOH's Commitment hereunder shall not be assigned or transferred by Borrower, voluntarily or involuntarily, and any attempted assignment or transfer shall be void. MBOH shall not be required to pay a commission to any broker or agent in connection with this transaction.

3. No Prior Commitment/Applicability: This commitment letter supersedes any letter of interest or commitment letter previously issued by MBOH with respect to the Loan. This Commitment applies only to the below-referenced Loan and not to any housing credit or other financing source that may be provided by or through MBOH.

4. Commitment Superseded by Loan Documents: The terms and provisions of the Loan Documents and the Loan Documents have been mutually negotiated by the parties and contain their agreements, and, when finally executed upon closing, will supersede this Commitment.

NeighborWorks® MONTANA

Skyview Residences LLLP
ATTN: Gene Leuwer

Re: REDA2518 Predevelopment Loan for Skyview Residences LLLP

Dear Gene,

This letter is to confirm NeighborWorks Montana's (NWMT) intent to provide a loan to support predevelopment activities for Skyview Residences under the following conditions:

- Max loan amount = $1,000,000
- Interest Rate = 7.0%
- Fees = 1% origination fee
- Term = 1 year or at time of construction financing, whichever is sooner
- Repayment = interest-only paid quarterly then a single lump sum principal payment 12 months from the date of loan closing or at time of closing of construction financing, whichever is sooner
- Collateral = $1,000,000 guaranty from Gene Leuwer and trust indenture on the property at time of acquisition

This commitment is subject to receiving and approving:

- Senior Deed of Trust on property at time of acquisition.
- Quarterly updates and progress reports throughout project including planning, zoning, annexation (if applicable), etc.
- Quarterly updates and progress reports including the status of obtaining construction permits, construction financing, and construction take out financing.
- A signed resolution of the partnership authorizing managers from each entity to enter this loan as general partners of the LIHTC limited partnership.
- Borrower is to provide evidence of insurance on property during the term of the loan, naming NWMT as an additional insured.
- Copy of documentation from MTHCF loan.
- Updated market study.

If you wish to accept the terms of this approval, which are valid through 1/31/2026, please sign below and return to me. Please note that this approval letter is non-binding.

Sincerely,

Larry Phillips,
Real Estate Lending Director

I accept the terms of this loan approval:

Gene Leuwer

SLATE
CAPITAL PARTNERS

December 5, 2025

Mr. Gene Leuwer
GL Development, LLC
1625 E. 6th Ave.
Helena, MT 59601

RE: Letter of Intent for Equity Investment
Skyview Residences LLLP
Billings, Montana
18 Units – Family LIHTC Development

Dear Mr. Lewuer,

Slate Capital Partners LLC ("Slate") is the manager of investment partnerships which provide equity capital for multi-family apartment complexes that are eligible for low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986, as amended ("Low-Income Housing Tax Credits") by investing in limited partnerships that own such apartment complexes.

You have advised us that a single-purpose corporation, Echo Development 2023 LLC, a Montana limited liability company (the "General Partner") has formed a Montana limited liability limited partnership called Skyview Residences LLLP, (the "Partnership"), which intends to construct an apartment complex located in Billings, Montana (the "Apartment Complex").

Slate appreciates this opportunity to provide you with this letter of intent for an affiliated company, which will be managed by Slate ("Investor"), will acquire of a 99.99% limited partnership interest in the Partnership, subject to the terms and conditions hereof and also subject to (i) investment committee approval (ii) negotiation and execution of documentation acceptable to both parties and (iii) receipt of opinions of counsel (including corporate, tax and real estate) acceptable to the Investor. Upon the execution of this letter, Slate will commence its due diligence review and initiate the closing process. The General Partner will execute an amended and restated partnership agreement of the Partnership in the Investor's standard form (the "Partnership Agreement"). Guarantor(s) acceptable to the Investor in its sole discretion (the "Guarantor") will guarantee the General Partner's obligations to the Investor.

This letter of intent is based on assumptions and information, including estimates of costs, timing assumptions and debt financing, provided by your organization. Any changes in these assumptions may result in changes to the terms and conditions, including the equity purchase price, outlined in this letter.

Slate's letter of intent to facilitate equity contributions is predicated on the following assumptions and information:

1. FINANCING

Financing of the Apartment Complex will be subject to Investor approval and must comply with applicable statutes and regulations necessary to preserve the delivery of Low-Income Housing Tax Credits to the Investor. To the extent that a change in financing structure, or project schedule, changes the amount of Low-Income Housing Tax Credits, then capital contributions will be adjusted accordingly. The General Partner must deliver any required lender approval of the admission of the Investor to the Partnership prior to such admission (the "Closing"). The preparation, filing and processing of all such financing applications and all costs and expenses thereof, shall be the sole responsibility of the General Partner and/or the Partnership. All loan documents shall provide that notices of default and foreclosure shall be sent to the Investor, as well as to the General Partner.

- Construction financing will be provided for an amount sufficient (in conjunction with the Investor's capital contributions) to ensure completion of the Property's construction. Construction financing shall be provided by a Glacier Bank, or a division thereof.

- Permanent Financing of $1,925,000 will be provided in the form of a Coal Trust Multifamily Homes Program loan. The loan will have an interest rate of 4.0725%, 20-year term and 40-year amortization.

- Permanent Financing of $100,000 will be provided in the form of a Montana Healthcare Foundation loan. The loan will have an interest rate of 2.00%, 18-year term and 40-year amortization.

- TIF financing from the City of Billings in the amount of $750,000 will be provided in the form of a grant to the Partnership. The grant income associated with the TIF financing is anticipated to be specially allocated to the Investor Limited Partner.

- All permanent financing must be non-recourse with respect to the Partnership and its partners, unless otherwise directed by the Investor.

2. TAX CREDIT ASSUMPTIONS AND CAPITAL CONTRIBUTIONS

The Partnership has received an allocation of $470,204 in annual federal low-income housing tax credits from the Montana Board of Housing ("HFA") to be earned over the 10-year credit period. Based on projected total development costs, the Partnership is expected to earn, in the aggregate, federal low-income housing tax credits of $4,702,040. The Investor's portion of the aggregate annual tax credits (99.99%) will be generated as follows:

Tax Credit Year	Skyview Residences LLLP	Investor
Year 1 (2027)	$313,469	$313,438
Years 2 – 10 (2028 - 2036)	$470,204	$470,157
Year 11 (2037)	$156,735	$156,719
Total	**$4,702,040**	**$4,701,570**

The "Capital Contribution", as set forth below, is based on your projection of an annual amount of Low-Income Housing Tax Credits and reflects current market conditions. Subject to the terms and conditions set forth herein and in the to be drafted Partnership Agreement, and based upon a price of $0.79 per low-income housing tax credit, the Investor will make capital contributions to the Partnership in the total amount of$3,714,240 (the "Capital Contribution") excluding amounts payable under Section 3 as set forth below.

First Installment

Paid at Closing upon admission of Investor to Partnership and satisfaction of all due diligence.	$527,819	(14.21%)

Of the First Installment $23,423 may be applied to the Developer Fee.

Second Installment

Paid upon the latest of the following:	$371,399	(10.00%)

(i) Evidence satisfactory to the Investor that the construction of the Apartment Complex is 50% complete; and

(ii) No sooner than October 1, 2026.

Of the Second Installment $35,135 may be applied to the Developer Fee.

Third Installment

Paid upon the latest of the following:	$922,641	(24.84%)

(i) Receipt of a certificate of occupancy for all project units;

(ii) Receipt of an Architect's certificate of substantial completion for all project units;

(iii) An ALTA/NSPS Land Title "as built" Survey (new construction only);

(iv) A date down endorsement or a similar construction lien guarantee effective as of the date of construction completion;

(v) Receipt of an ALTA 3.1-06 zoning endorsement (new construction only);

(vi) A report evidencing that radon gas is not present at a level above the Recommended permitted safe level as determined by the EPA;

(vii) Evidence that the General Partner has made its capital contribution; and

(viii) No sooner than April 1, 2027.

Of the Third Installment $81,982 may be applied to the Developer Fee.

Fourth Installment

Paid upon the latest of the following: $1,892,382 (50.95%)

(i) Achievement of stabilized operations ("Stabilization"), which shall include the following conditions:

a. Achievement of 90% occupancy for 90 consecutive days and a minimum 1.15 debt service coverage ratio on all must-pay debt;

b. Expiration of the mechanics lien filing period applicable to the project;

c. Receipt and approval of the Partnership's Basis Certification And Form 8609.

d. The construction loan has been retired or converted to permanent financing; and

e. The Operating Reserve shall be fully funded in the amount of $102,987.

f. The Revenue Deficit Reserve shall be fully funded in the amount of $14,384.

g. No sooner than October 1, 2027.

Of the Fourth Installment $93,694 may be applied to the Developer Fee.

Milestone	Projected Date	Project Costs	Project Reserves	Developer Fee	Total Contribution	Percent
Closing	4/1/26	$504,395	--	$23,423	$527,819	14.21%
50% Completion	10/1/26	$336,264	--	$35,135	$371,399	10.00%
100% Completion	4/1/27	$840,659	--	$81,982	$922,641	24.84%
8609 / Conversion	10/1/27	$1,681,318	$117,371	$93,694	$1,892,382	50.95%
Totals		**$3,362,635**	**$117,371**	**$234,235**	**$3,714,240**	**100.0%**
Total Project Equity		**$3,714,240**				

3. TAX CREDIT ADJUSTER CLAUSES

Guarantors will guarantee any adjustments to or refunds of the capital contributions resulting from a delay, recapture, and/or a reduction in the tax credit amount. The Capital Contribution amount stated above is based upon your projection of an annual amount of Low-Income Housing Tax Credits ("LIHTC") which in turn is based upon certain of the assumptions and projections stated in Schedule A herein. The actual amount of Low-Income Housing Tax Credits may in fact change after the determination of eligible and qualified basis. Accordingly, the Capital Contribution may be adjusted when (i) final projections of the amount of Low-Income Housing Tax Credits are completed and/or (ii) upon or after actual completion of the Apartment Complex. To the extent such final projected amount of Low-Income Housing Tax Credits varies from the actual amount of Low-Income Housing Tax Credits, the Capital Contribution will be adjusted as set forth in the following paragraphs and will be more particularly defined in the Partnership Agreement.

Downward Timing Adjuster: If, with respect to any year, the actual tax credit is or was less than the forecasted tax credit for such year (as shown in the Tax Credit Assumptions section of this letter), then the General Partner shall make a payment to the Investor in an amount equal to the differential between (a) the shortfall and (b) the present value as of the current year of receiving an amount equal to the shortfall on the year the credits will be received, using a 8% discount rate.

Upward Timing Adjuster: If the conditions for making the Capital Contribution above have been satisfied, and the amount of tax credits properly allocated in 2027 to the Investor is more than $313,438, subject to funds being available and investor approval, then there shall be an increase ("First Year Increase") in the Investor's Capital Contribution in an amount equal to the sum of the product of (a) $0.65 and (b) the difference between the First Year Increase and the present value as of December 31, 2037 of receiving an amount equal to the First Year Increase on December 31, 2037 using an 8% discount rate (the "First Year Upward Adjustment Amount"). The Investor shall pay the First Year Upward Adjustment Amount to the Partnership as a Capital Contribution with twenty business days of the later of (A) Stabilization, (B) the Investor's receipt of the final tax return for 2027, including Schedule K-1 or (C) the General Partner's certification that the representation and warranties set forth in the Partnership Agreement remain true and correct in all material respects as of the date of the Investor's First Year Upward Adjustment Capital Contribution and there is no default by the General Partner or amounts owed to the Investor.

Aggregate Adjuster: If, with respect to cost certification and Form 8609, the aggregate tax credit is or was less than the forecasted tax credit (as shown in the Tax Credit Assumptions and Tax Credit Delivery sections of this letter), then the General Partner shall make a payment to the Investor in an amount equal to the shortfall in tax credits multiplied by $0.79 per federal low-income housing tax credit plus costs incurred by the Investor as a result of the shortfall.

Upwards Aggregate Adjuster: If the actual amount of low-income housing tax credits (determined by the cost certification and complete and executed Forms 8609) exceeds the projected amount of low-income housing tax credits for all of the 10-year credit period ("Credit Excess"), subject to funds being available and investor approval, then there shall be an increase to the Investor's fourth installment in an amount

equal to the amount needed to maintain the Investor's projected return on investment (but in no event in an amount greater than the product of the Credit Excess and $0.79, and in no event in an amount exceeding 5% of the Investor's total Capital Contribution amount except as specifically consented to by the Investor).

In no event shall the Investor's total Capital Contribution amount be increased by cumulative upward adjusters by more than 5% without the written consent and approval of the Investor.

Recapture: In the event of a recapture of credits previously claimed by the Investor (for a reason other than sale of all or part of the Investor's interest in the Partnership), the General Partner shall promptly pay to the Investor the sum of (i) the deficiency (including any interest and penalties) assessed or assessable against the Investor with respect to the recaptured credits and (ii) an amount sufficient to pay any tax liability of the Investor (or its partners) resulting from the receipt of the amount specified in the foregoing clause based on the applicable tax rate.

All amounts paid by the General Partner or the Guarantor pursuant to the tax credit adjusters set forth above shall be treated as noninterest bearing loans to the Partnership and shall be repaid out of distributable cash flow or capital transaction proceeds.

4. CASH FLOW ALLOCATIONS & DISTRIBUTIONS

The tax credits, depreciation, and operating profits and losses of the Partnership shall be allocated 99.99% to the Investor and 0.01% to the General Partner. With respect to the taxable income, we have assumed a 30-year depreciation schedule for qualifying construction costs, 15-years for qualifying site costs and 5-years for personal property. It is also anticipated that the Partnership will qualify for bonus depreciation on site costs and personal property costs.

Cash flow of the Partnership after expenses and debt service will be distributed, to the extent available, according to the following priorities:

First: to the repayment of any amounts loaned by the Investor or its affiliates to the Partnership to cover any operating deficits;

Second: to the Investor to the extent of any unpaid amounts due it;

Third: to the funding of the operating reserve if disbursements have been made;

Fourth: to the payment of an annual Compliance Monitoring Fee, payable to Slate Capital Partners LLC in an amount of $2,250 increased by 3.0% annually, which shall accrue if not paid;

Fifth: to the payment of any deferred development fee and any interest, if applicable;

Sixth: to the payment of an annual Partnership Management Fee, payable to the General Partner in an amount of $2,250 increased by 3.0% annually, which shall accrue if not paid;

Seventh: to the payment of any operating deficit loans or other loans made by the General Partner;

Eighth: 10% of the remaining distributable cash flow to the Investor;

Ninth: to the payment of the Incentive Management Fee (not to exceed 12% of cash rent collected in any given year), provided sufficient support services have been provided to the project tenants such that the Incentive Management Fee Agreement is still in full force and effect;

Tenth: to the payment on any amounts then due under any soft project financing referred to in the Financing Section; and

Tenth: the balance 99.0% to the General Partner and 1.0% to the Investor.

5. SALE OR REFINANCE

Upon the sale of the Apartment Complex or a refinancing of the permanent mortgage loan, proceeds will generally be allocated in accordance with the following priority:

First: to the repayment of any amounts loaned by the Investor or its affiliates to the Partnership to cover any operating deficits;

Second: to the Investor to the extent of any unpaid amounts due it;

Third: to fund reserves for contingent liabilities to the extent deemed reasonable by the General Partner;

Fourth: to the payment of any Developer Fees owed and then to Operating Deficit Loans or other loans made by the General Partner;

Fifth: to the payment of any Disposition Fee owed; and

Sixth: the balance 89.99% to the General Partner, 10.00% to the Investor and 0.01% to Slate Special LLC.

6. GUARANTOR OBLIGATIONS

The Guarantors shall be as follows:

Development Obligations: Echo Development 2023 LLC

	GL Development, LLC Gene Leuwer Beki Glyde Brandborg *
Operating Deficits:	Echo Development 2023 LLC GL Development, LLC Gene Leuwer Beki Glyde Brandborg *
Tax Credit Adjusters:	Echo Development 2023 LLC GL Development, LLC Gene Leuwer Beki Glyde Brandborg*

*Beki Glyde Brandborg is a Stabilization Guarantor and will be released from all guarantee obligations once the project has achieved Stabilization.

Guarantees from the parent organization(s) of any non-profit entities shall be required, as outlined above.

The Guarantor shall guarantee the obligations of the General Partner under the Partnership Agreement including, without limitation, the following:

Development Obligations: The Guarantor will guarantee the delivery of a completed, lien-free project (including all final Certificates of Occupancy), substantially in accordance with plans and specifications based upon the fixed development costs. This guarantee includes without limitation, a guaranty (i) to pay any amounts needed in excess of construction loan and other available proceeds to complete the improvements, (ii) of all amounts necessary to achieve permanent loan closing and (iii) to pay any operating deficits prior to the conclusion of construction/rehabilitation.

Operating Obligations: The Guarantor will be obligated to advance monies necessary to cover operating deficits, including any and all required reserves, during the 15-year compliance period (as defined by Code Section 42(i)(1)). In the specific case of the Operating Deficit Guarantee, Slate agrees to limit the Guarantors' obligation to $102,987 in the aggregate.

All amounts paid by the General Partner or the Guarantors pursuant to the Operating Obligations set forth above shall be treated as interest bearing loans to the Partnership and shall be repaid out of distributable cash flow or capital transaction proceeds.

In addition to the Operating Obligations, the Guarantor will be obligated (a) to fund an Operating Reserve Cash Account equal to the greater of $102,987, or the amount required by the Permanent Lender; (b) to fund a Revenue Deficit Reserve Cash Account equal to the greater of $14,384, or the amount required by the Permanent Lender; and (c) to fund and periodically replenish throughout the duration of the Partnership, Replacement Reserves equal to the greater of $350 per unit per year or the amount required by the Permanent Lender. Operating Reserves are required to be fully funded and will remain restricted

for the 15-year compliance period. However, upon the request of the General Partner and subject to joint review by the General Partner and Slate, a partial release of up to 50% of the Operating Reserve Cash Account will be entertained at the conclusion of Tax Credit Year 10. The partial release will be subject to the consent and approval of Slate in its sole discretion.

Environmental Indemnification: The Guarantors shall provide the Partnership and the Investor an environmental indemnification with regard to the presence of any hazardous substances or the existence of other environmental conditions at the Project property. Slate's standard environmental indemnification provisions shall be set forth in the Limited Partnership Agreement.

7. GENERAL PARTNER RIGHTS AND OBLIGATIONS

The General Partner obligations will include the following:

A. Act as General Partner: The General Partner shall, as General Partner of the Partnership, be responsible for the day-to-day management of the Partnership.

B. Compliance Obligations: The General Partner shall take any and all actions required to ensure the Property will continue to qualify for low-income housing and, if applicable, other tax credits.

C. Purchase Option: Following the 15-year compliance period, the General Partner, if it, or an affiliate, has continuously served as General Partner, will have the right to purchase either the Project or the Limited Partner's interest for an amount equal to the greater of (i) fair market value of the Project (or the Limited Partner's interest, as applicable) or (ii) the outstanding indebtedness secured by the Property plus the taxes attributable to the sale. In addition, if the General Partner is a "qualified non-profit corporation" as such term is defined in Section 42(h)(5)(C) of the Internal Revenue Code, the General Partner shall be granted a right of first refusal to acquire the Project at the expiration of the 15-year tax credit compliance period. The purchase price for the project with respect to the exercise of the right of first refusal shall be determined in conformance with Section 42(i)(7) of the Internal Revenue Code.

D. Representations and Warranties: The accuracy of all customary representations and warranties will be guaranteed by the General Partner.

E. Repurchase: The Guarantor shall repurchase the Investor's interest for an amount at least equal to the sum of: (i) the amount of its Capital Contributions that have been funded plus interest at the rate of 12%, plus (ii) all unreimbursed expenses incurred by the Investor in connection with the transaction, plus (iii) all interest and penalties imposed on the Investor, plus (iv) all transfer taxes incurred by the Investor (and the Investor shall have no further obligation to fund any remaining installments of its Capital Contributions) upon the occurrence of certain major adverse events which will be described in detail in the Limited Partnership Agreement, such as events adversely affecting the continuing viability of the Project or its ability to generate the projected Tax Credits.

F. 168(h) Election: Not applicable unless a General Partner entity that is wholly-owned by a non-profit organization is admitted to the Partnership.

8. REPORTING REQUIREMENTS & PROJECT FEES

Within 15 days after the end of each month of a fiscal year of the Partnership, the General Partner shall cause to be prepared and distributed to the Investor a report containing (i) a Partnership balance sheet, which may be unaudited; (ii) a statement of Partnership income and expenses for the month then ended, which may be unaudited; (iii) a statement of Partnership cash flows, reserves and capital proceeds for the month then ended, which may be unaudited; (iv) a certification of the General Partner that the apartment complex and its tenants are in compliance with all applicable federal, state and local requirements and regulations; (v) a copy of the rent roll for the apartment complex, an operating statement and an occupancy/rental report, all in the form specified by the Investor; (vi) a statement describing (a) any new agreement, contract or arrangement between the Partnership and a General Partner or any affiliate of a General Partner, and (b) the amount of all fees and other compensation and distributions and reimbursed expenses paid by the Partnership for the month to a General Partner or an affiliate of a General Partner; (vii) a report of the significant activities of the Partnership during the fiscal month; and within 15 days after the occurrence of the following, the General Partner shall cause to be prepared and distributed to the Investor a report containing a) that the apartment complex and its tenants are found to be not in compliance with all applicable federal, state and local requirements and regulations and b) all other information which would be pertinent to a reasonable investor regarding the Partnership and its activities during the month covered by the report, including but not limited to, copies of any filings and correspondence with the United States Treasury or the allocating agency (and its successors and assigns) regarding the Apartment Complex.

Project fees will be assessed as follows:

i. Compliance Monitoring Fee: Slate will be paid an asset management fee pursuant to a Compliance Monitoring Fee Agreement to be entered into between the Partnership in an amount equal to $2,250 per year, escalating annually at a 3% rate of increase. The asset management fee will be paid as an annual distribution of available cash flow as outlined above.

ii. Partnership Management Fee: The General Partner will be paid a Partnership Management Fee pursuant to a Partnership Management Fee Agreement to be entered into between the General Partner and the Partnership in an amount equal to $2,250 per year, escalating annually at a 3% rate of increase. The fee will be paid as an annual distribution of available cash flow as outlined above.

iii. Late Fees: To ensure timely reporting, a $250 per day late fee will be assessed for late reports relating to Reporting Requirements above. Any such late fee assessment will be made subject to prior notice to the General Partner and may apply to more than one reporting period. If a notice is not given to the General Partner within 15 days of the deadline for the reporting listed above, no late fees shall be applicable to that period's reporting requirements.

iv. Disposition Fee: Other than a sale executed under the Right of First Refusal, upon sale of the Property, Slate shall be entitled to receive a disposition fee of up to 3% of the sales price of the Property for assistance provided in connection with the sale.

v. Accounting Fee: An annual accounting fee shall be paid to Eide Bailly LLP or such other accounting firm as mutually agreed to by the General Partner and Slate (the "Property Accountant") by the Partnership. The Property Accountant shall be responsible for causing the preparation of the Partnership's annual audited financial statements and income tax return and coordinating communications with the Investor.

vi. Accountant's Letter: The General Partner will cause the preparation of a letter from the Property Accountant addressing issues regarding the Property, including the credit basis. The cost of this letter will be paid by the Partnership and is included in the development budget.

vii. Transaction Costs: The General Partner, on behalf of the Project, is generally responsible to arrange the Partnership's payment of other costs of the transaction, including, but not limited to: (i) title insurance policy premiums or endorsements, (ii) all legal fees and other expenses incurred in obtaining the credit allocation from the allocating agency or other governmental agency approvals required to construct or operate the Property and (iii) costs of appraisals, market studies, engineering reports and phase one environmental studies as required by the Investor.

9. LEGAL OPINIONS

The General Partner shall cause the attorneys for the Partnership to provide the legal opinions more particularly set forth in the Partnership Agreement. The cost of the Tax Opinion will not be a Partnership cost.

10. INDEMNITY

In the Partnership Agreement the General Partner shall indemnify Investor and its officers, directors and affiliates for any untrue statement of a material fact or omission to state a material fact necessary to make any such statements, in light of the circumstances under which they were made, not misleading, by the General Partner or their agents set forth in any document delivered by the General Partner or their agents in connection with the acquisition of the Apartment Complex, the investment by the Investor in the Partnership and the execution of the Partnership Agreement.

11. DUE DILIGENCE PROCESS

Slate and the Investor will have the opportunity to perform, and you and your professionals will assist us in, the customary due diligence necessary in the acquisition of the Apartment Complex and of the investment by Investor in the Partnership. As a condition of closing, the Partnership shall provide the Investor information reasonably requested by the Investor, including without limitation, (i) market rental information, proving that the projected rents will be achieved and the rent up will occur within a reasonable absorption period, (ii) plan and cost review report by a professional acceptable to the Investor and (iii) a Phase I environmental report. A sample (but not exhaustive) list of due diligence documents will be provided at a later date. Additionally, approval of this transaction is subject to Investor satisfaction and completion of due diligence (including site visit, review, and investment committee approval), and receipt

by the Partnership of a Low-Income Housing Tax Credits reservation or allocation approval from the appropriate state or local agency.

12. TITLE INSURANCE

The General Partner shall provide, at the Partnership's expense, title insurance in favor of the Partnership in an amount not less than the sum of total development costs.

13. EXECUTION OF PARTNERSHIP AGREEMENT

As a condition to the Closing, the General Partner will execute the Partnership Agreement and any related documentation necessary to complete the transaction and the Guarantor must execute the Guaranty.

14. HAZARD AND LIABILITY INSURANCE

As a condition to receipt of the First Installment of Capital Contributions, the Partnership shall deliver evidence of hazard insurance from carriers acceptable to the Investor, in an amount equal to the replacement cost of the apartment improvements. The hazard insurance must include endorsements for inflation adjustment and code upgrade coverage. Liability insurance shall be in the amount of not less than $2,000,000.

15. ESCROWS

To the extent not required by any mortgage lender, the Partnership shall maintain funds in a segregated escrow account, in an amount sufficient to pay all real estate taxes and insurance premiums when due.

16. PAYMENT AND PERFORMANCE BOND

The Contractor shall provide payment and performance bonds in form and substance satisfactory to Investor, in the full amount of the construction contract naming the Partnership, Investor and Special Limited Partner as obligee issued by a bonding company acceptable to Investor.

17. BROKERS

Any and all fees due to any broker involved in this transaction will be the responsibility of the General Partner. By executing this letter of intent, you represent and warrant that no broker has been involved in the negotiations among the General Partner, its principals and Slate. You further acknowledge and agree that neither Slate nor the Investor shall be responsible for the payment of any brokerage fees in connection with the Investor's investment in the Project unless otherwise specifically agreed to in writing by Slate

18. SLATE DUE DILIGENCE FEE

The project shall be required to reimburse Slate a due diligence fee of $50,000 for Slate's underwriting, due diligence and closing expenses. Included in Slate's closing expenses is the cost to commission a Cost Segregation Study and construction monitoring services.

19. ADDITIONAL PROVISIONS

If the above is acceptable to the General Partner, please execute a copy of this letter and return it to the Investor. In the event that Investor is not in receipt of an executed copy of this letter within ten (10) days, this letter shall be considered withdrawn and shall be of no further force or effect.

Based on the information contained in this letter, the Partnership agrees to give Slate the exclusive right to syndicate this Property until such time as Slate and the Partnership mutually agree in writing to discontinue their efforts to complete an investment.

By executing this letter and in consideration of Slate's entering into this proposal, you agree, on your own behalf and on behalf of your affiliates, officers, directors, and employees and on behalf of any other partners or joint ventures who are or will be involved in the development of the Property: (1) not to disclose any of the terms or provisions contained in this proposal to any other person or entity, unless such disclosure is approved in advance by Slate and, (2) that Slate may undertake credit, background and similar checks on you, your principals and your major affiliated companies.

Upon the Investor's receipt of a fully executed copy of this letter, the Investor will commence the necessary action to deliver to you a copy of the proposed Partnership Agreement and you shall be bound by all of the terms and provisions hereof. If prior to the expiration of the due diligence period Investor agrees to proceed with the transaction, but notwithstanding such agreement, the General Partner (i) fails to negotiate the Partnership Agreement or other closing documents in good faith and/or (ii) offers the limited partnership interest contemplated hereby to a third party, then the General Partner shall be obligated to reimburse Investor and/or Slate for all fees, costs and expenses incurred by Investor and/or Slate in connection with this transaction, including without limitation, all legal fees and disbursements, engineering and other professional fees, site inspection fees, market study fees, appraisal fees, background investigation costs, and other due diligence costs and expenses.

Pricing of the tax credits, and corresponding Capital Contributions outlined in paragraph 2 above, made into the Partnership, are a function of many factors including current market conditions, the timing of equity installments and credit delivery, etc. These market conditions are subject to change, as the market price may vary and fluctuate from one week to the next. Accordingly, please be advised that if the project does not close on or before October 1, 2026 or there is a change in the projections on which this letter is based that results in a reduction in yield, Slate and the Investor reserve the right to adjust the equity pricing proposal to maintain the projected yield and coincide with the going market rate (as may be determined by Slate or the Investor in their sole discretion). Should Slate or the Investor require and propose changes in the prices outlined herein, the General Partner shall have the right to accept or reject any such new pricing. In the event the General Partner rejects the modified pricing proposal, the parties are free to terminate the relationship and shall have no further obligation or responsibility to one another.

This letter shall be governed by and construed in accordance with the internal laws of the State of Montana. This agreement shall not create any liability on the part of Slate or the Investor. All rights and obligation of the Investor shall be set forth in the Partnership Agreement and shall not be binding on the Investor until the Investor delivers a fully executed copy of the Partnership Agreement to the General Partner.

Notwithstanding anything to the contrary contained herein, the provisions of this letter represent the entire understandings of Slate, the Investor, the General Partner and/or the Partnership with respect to the matter hereof, and all prior understandings, agreements and representations with respect thereto whether written or oral are superseded hereby and merged herein. None of the provisions of this letter

may be waived or modified unless such waiver or modification is in writing and signed by the parties hereto and approved by Slate's counsel. No oral agreements shall ever be binding on Slate and/or the Investor.

– Signature page(s) follow –

Sincerely,
Slate Capital Partners LLC

By: _____
Name: Shane Walk
Title: President

Agreed to and accepted as of

December 6, , 2025
by the undersigned

GL Development, LLC

By: _____
Name: Eugene Leuwer
Title: Manager

SKYVIEW APARTMENTS

3rd AVENUE NORTH & NORTH 17th STREET



GENERAL NOTES:

ALL WORK TO BE DONE IN ACCORDANCE AND COMPLIANCE WITH CURRENTLY ENFORCED INTERNATIONAL BUILDING CODE 2021, UNIFORM PLUMBING CODE, INTERNATIONAL MECHANICAL CODE, NATIONAL ELECTRICAL CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL ENERGY CONSERVATION CODE 2021, STATE AND LOCAL HEALTH CODES.

ALL WORK TO BE DONE IN ACCORDANCE WITH THE BUILDING STANDARDS OF RESPECTIVE TRADES. INSTALL ALL EQUIPMENT AND USE ALL MATERIALS ACCORDING TO MANUFACTURER'S INSTRUCTIONS. ALL WORK TO MEET APPROVAL OF OWNER AND ARCHITECT.

THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS ARE RESPONSIBLE FOR FIELD VERIFYING THE SITE CONDITIONS AND DIMENSIONS SHOWN ON THESE DRAWINGS PRIOR TO STARTING CONSTRUCTION. DISCREPANCIES FOUND ON THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND OWNER IMMEDIATELY.

GENERAL CONTRACTOR IS TO COORDINATE WITH ALL SUBCONTRACTORS TO ACCOMPLISH THE OUTCOME AS PRESENTED IN THESE DOCUMENTS. IF PROBLEMS OCCUR THAT MAKE IT IMPOSSIBLE TO ACCOMPLISH THIS AS INDICATED, NOTIFY THE ARCHITECT AND OWNER IMMEDIATELY.

GENERAL CONTRACTOR SHALL COORDINATE CONSTRUCTION STAGING AREA WITH OWNER.

GENERAL CONTRACTOR SHALL COORDINATE CONSTRUCTION SCHEDULES WITH OWNER TO RESTRICT HIGH LEVEL NOISE AND DISRUPTIONS.

MAKE ALL MECHANICAL AND ELECTRICAL CUTOUTS SO THAT STANDARD ESCUTCHEON PLATES, COVERS, ETC. WILL ADEQUATELY COVER ROUGH OPENINGS. GENERAL CONTRACTOR WILL BE REQUIRED TO PATCH OVERSIZED OPENINGS AND MATCH ADJACENT FINISHED SURFACES.

ALL NON-LOAD BEARING INTERIOR PARTITIONS SHALL BE WOOD STUDS @ 16" ON CENTER UNLESS OTHERWISE NOTED. ALL LOAD BEARING PARTITIONS SHALL BE AS NOTED ON STRUCTURAL DRAWINGS. INTERIOR DIMENSIONS ARE TO THE FACE OF STUDS, UNLESS A CLEAR DIMENSION IS NOTED. ALL EXTERIOR DIMENSIONS ARE TO THE FACE OF SHEATHING.

CONTRACTOR TO CONTACT ALL UTILITY COMPANIES PRIOR TO COMMENCEMENT OR WORK TO VERIFY LOCATIONS OF ALL UTILITIES BELOW AND ABOVE GROUND. NOTIFY ARCHITECT AND OWNER IMMEDIATELY SHOULD CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND NEW CONSTRUCTION.

CONTRACTOR IS RESPONSIBLE FOR OBTAINING PERMITS AND INSPECTIONS REQUIRED FOR AND DURING THE COURSE OF CONSTRUCTION INCLUDING INSPECTIONS AND DOCUMENTATION REQUIRED FOR CERTIFICATE OF OCCUPANCY. OWNER WILL PAY FOR PLAN REVIEW FEE, BUILDING PERMIT FEE, AND SYSTEMS DEVELOPMENT FEE.

CONTRACTOR SHALL LEGALLY DISPOSE OF ALL DEMOLITION AND CONSTRUCTION DEBRIS IN A TIMELY MANNER AS TO KEEP THE JOBSITE CLEAN AND SAFE.

CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION OF COMPLETED AND ONGOING WORK, MATERIALS, AND FACILITIES AND EQUIPMENT USED TO PERFORM THE WORK FROM LOSS OR DAMAGE, INCLUDING WEATHER, FIRE, AND THEFT.

CONTRACTOR TO PROVIDE TEMPORARY SHORING AND/OR BRACING FOR ALL WORK INCLUDING STRUCTURAL, CIVIL, MECHANICAL, OR BUILDING ELEMENTS UNTIL WORK IS COMPLETED IN PLACE WHETHER NOTED IN CONSTRUCTION DOCUMENTS OR NOT. IF CONTRACTOR IS UNSURE WHETHER SHORING OR BRACING IS NECESSARY, A REQUEST FOR INFORMATION (RFI) SHALL BE SUBMITTED TO THE ARCHITECT OR STRUCTURAL ENGINEER.

CONTRACTOR TO VERIFY THAT PROJECT COMPONENTS WILL FIT THROUGH EXISTING COMPLETED WORK, THAT ADEQUATE SPACE FOR PLACEMENT OF EQUIPMENT EXISTS, AND THAT ANY CONFLICTS WITH OTHER PROJECT ELEMENTS ARE REMOVED.

CONTRACTOR SHALL NOT SCALE DRAWINGS. LOCATION OF BUILDING ELEMENTS SHALL BE ACCOMPLISHED BY DIMENSIONS LOCATED ON DRAWINGS; IF QUESTIONS ARISE AS TO LOCATION OR SIZE OF ANY ELEMENT, CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY.

IF ERRORS OR INCONSISTENCIES ARE DISCOVERED, OR IF THE CONSTRUCTION DOCUMENTS ARE UNCLEAR, CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY. IF CONTRACTOR FAILS TO NOTIFY THE ARCHITECT OR KNOWINGLY PROCEEDS WITH INCORRECT WORK, THE COST TO CORRECT SUCH INCORRECT WORK SHALL BE THE CONTRACTORS.

ALL ITEMS NOT MARKED "OWNER SUPPLIED" ARE THE RESPONSIBILITY OF THE CONTRACTOR; THESE ITEMS ARE TO BE INSTALLED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.

FOR CONSTRUCTION DETAILS NOT SHOWN, CONTRACTOR SHALL USE DETAILS INCLUDED ON APPROVED SHOP DRAWINGS, SUBMITTALS, OR MANUFACTURERS STANDARD INSTALLATION DETAILS OR PRODUCT DATA.

CONTRACTOR IS RESPONSIBLE FOR RECEIVING, INSPECTING, UNLOADING, AND UNPACKING ALL MATERIALS AND EQUIPMENT INCLUDING THOSE MARKED "OWNER SUPPLIED".

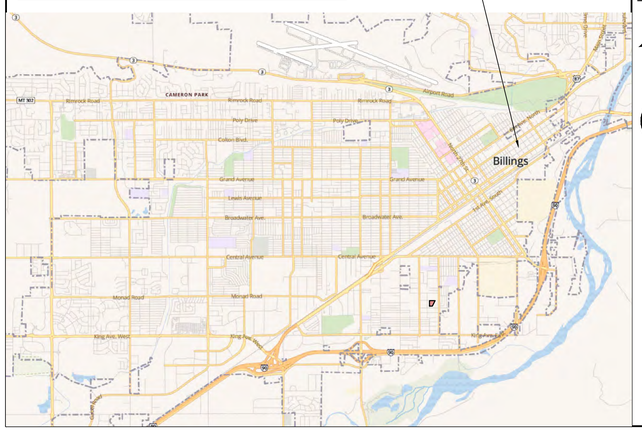
CONTRACTOR SHALL PROVIDE ALL NECESSARY BLOCKING TO SECURE ITEMS AND EQUIPMENT SUCH AS CABINETS, SHELVES, ELECTRICAL AND PLUMBING FIXTURES, AND RAILINGS. PROVIDE BLOCKING IN ALL REST ROOMS FOR GRAB BARS, WHETHER GRAB BARS ARE TO BE INSTALLED OR NOT.

PROVIDE PROPER SEALANT/CAULKING FOR ALL BASE, CASING, COUTERTOP, AND BACKSPLASH JOINTS AT INTERSECTIONS WITH FINISHED SURFACES.

PROJECT SHALL BE LEFT CLEANED AND POLISHED AFTER COMPLETION OF WORK.

PROJECT LOCATION:

PROJECT LOCATION:
3rd AVENUE NORTH &
NORTH 17th STREET



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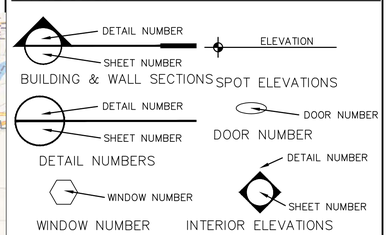

PROJECT TEAM:

OWNER:
SKYVIEW RESIDENCES LLLP
1625 EAST 6TH AVENUE
HELENA, MT 59601

OWNER CONSULTANTS:
ANDERSON CONSULTING SERVICES
PO BOX 398
CHESTER, MT 59522

NORTHFORK DEVELOPMENT
PO BOX 1344
HELENA, MT 59624

ARCHITECT:
ARC CONSULTING, LLC
PO BOX 81238
BILLINGS, MT 59108

GENERAL CONTRACTOR:
GOLDEN EAGLE CONSTRUCTION
515 SHEPHERD WAY
HELENA, MT 59601

CIVIL/LANDSCAPE DESIGN/SURVEYOR:
PERFORMANCE ENGINEERING
3412 COLTON BLVD. STE. 202
BILLINGS, MT 59102

STRUCTURAL ENGINEER:
KRIVONEN ASSOCIATES
1004 DIVISION STREET, 3RD FLOOR
BILLINGS, MT 59101

MECHANICAL/PLUMBING/ELECTRICAL
CDS ENGINEERING
XXXXX
MANHATTAN, MT 59XXX

GEOTECHNICAL ENGINEER:
RIMROCK ENGINEERING
5440 HOLIDAY AVENUE
BILLINGS, MT 59101

PROPERTY MANAGER:
XXX
XXXXX
XXXXXX

PROJECT INFORMATION:

SITE

LEGAL DESCRIPTION: XXXX
XXXXXX

ZONING: EBURD – CENTRAL WORKS

LOT AREA: 0.48 ACRES OR 21,000 SF

BUILDINGS

BUILDING 1: 2-STORY 6-PLEX	5,140 SF
BUILDING 2: 2-STORY 8-PLEX	6,049 SF
BUILDING 3: 2-STORY 4-PLEX	3,020 SF
TOTAL:	14,209 SF
TOTAL EGRESS BALCONY/STAIR:	1,631 SF

SHEET INDEX:

AD1.0 TITLE SHEET, PROJECT DATA

C2.00 EXISTING SITE MAP
C2.01 PROPOSED SITE MAP

A2.1 ARCHITECTURAL SITE PLAN AND MAIN FLOOR PLANS
A2.2 ARCHITECTURAL SITE PLAN AND UPPER FLOOR PLANS
A3.1 BUILDING 1 MAIN FLOOR PLAN
A3.2 BUILDING 1 UPPER FLOOR PLAN
A3.4 BUILDING 2 MAIN FLOOR PLAN
A3.5 BUILDING 2 UPPER FLOOR PLAN
A3.7 BUILDING 3 MAIN AND UPPER FLOOR PLANS
A4.1 BUILDING 1 EXTERIOR ELEVATIONS
A4.2 BUILDING 2 EXTERIOR ELEVATIONS
A4.3 BUILDING 3 EXTERIOR ELEVATIONS

S1.0 FOUNDATION PLANS
S1.1 MAIN FLOOR FRAMING PLANS
S1.2 UPPER FLOOR FRAMING PLANS
S1.3 ROOF FRAMING PLANS
S2.0 SECTIONS & DETAILS
S2.1 SECTIONS & DETAILS
S3.0 NOTES
S3.1 NOTES

MECHANICAL AND PLUMBING NARRATIVE
ELECTRICAL NARRATIVE

PROJECT #:	2501
DATE:	12/19/25
DRAWN BY:	CF
REVISIONS:	

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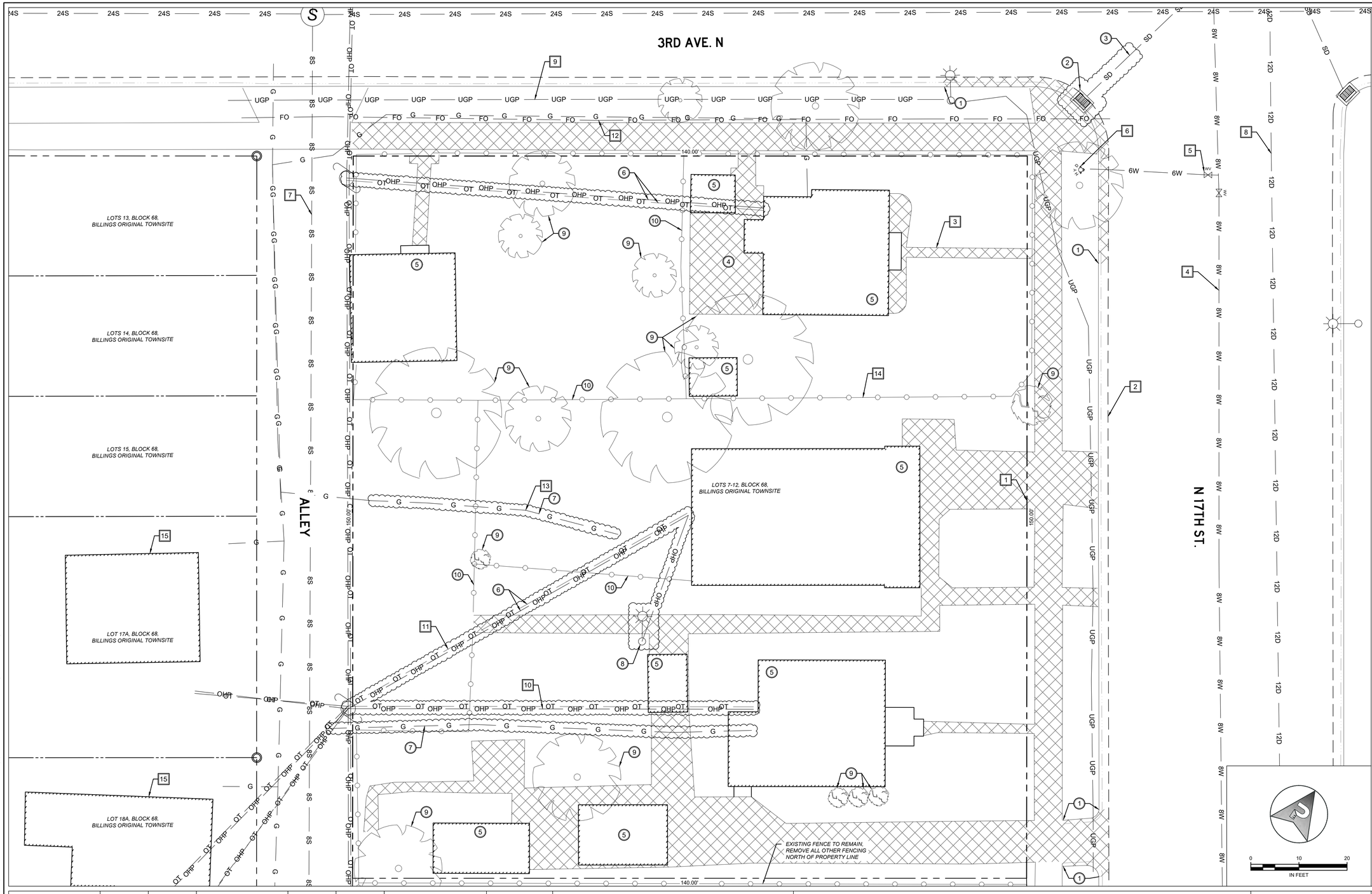
SKYVIEW APARTMENTS
3rd AVENUE NORTH & NORTH 17th STREET
BILLINGS, MONTANA 59101

SCHEMATIC DESIGN SET 12/19/25

ARC CONSTRUCTION CONSULTING

SCHEMATIC DESIGN
TITLE SHEET

A 1.0



NOTES

1. COORDINATES ARE BASED ON THE "BILLINGS COORDINATE SYSTEM" AS DEVELOPED AS PART OF THE RMTCRS LOW DISTORTION PROJECTION INITIATIVE. PROJECTION IS A LAMBERT CONFORMAL CONIC (SINGLE PARALLEL) NAD83(2011) WITH PARAMETERS AS FOLLOWS: STANDARD PARALLEL AND GRID ORIGIN: 45° 47' 00" N; CENTRAL MERIDIAN: 108° 25' 00" W; FALSE NORTHING: 50,000M; FALSE EASTING: 200,000M; STANDARD PARALLEL SCALE: 1.0001515 (EXACT). ELEVATIONS ARE DERIVED FROM GEOID12B. UNITS ARE INTERNATIONAL FEET.
2. PERFORMANCE ENGINEERING ESTABLISHED CONTROL AT THE SITE WITH RTK OBSERVATIONS FROM THE CITY OF BILLINGS BASE.
3. FOR THE PURPOSES OF THIS PROJECT, GRID MAPPING DISTANCES ARE EQUIVALENT TO GROUND DISTANCES.
4. SURVEY MONUMENTS SHALL NOT BE DISTURBED. DISTURBED MONUMENTS MUST BE REPLACED BY A LICENSED SURVEYOR.

GENERAL NOTES

1. PROPERTY LINE, TYP.
2. EDGE OF ASPHALT, TYP.
3. EDGE OF CONCRETE, TYP.
4. WATER MAIN, TYP. SIZE INDICATED IF KNOWN.
5. WATER VALVE, TYP.
6. FIRE HYDRANT, TYP.
7. SANITARY SEWER MAIN, TYP. SIZE INDICATED IF KNOWN.
8. STORM DRAIN, TYP. SIZE INDICATED IF KNOWN.
9. UNDERGROUND POWER, TYP.
10. OVERHEAD POWER, TYP.
11. OVERHEAD TELEPHONE, TYP.
12. UNDERGROUND FIBER OPTIC, TYP.
13. NATURAL GAS, TYP.
14. FENCE, TYP.
15. EXISTING BUILDING OUTSIDE PROJECT LIMITS

DEMOLITION NOTES

1. REMOVE EXISTING CURB & GUTTER
2. REMOVE EXISTING STORMWATER INLET
3. REMOVE EXISTING STORM DRAIN
4. REMOVE EXISTING SIDEWALK
5. REMOVE EXISTING BUILDING
6. REMOVE EXISTING OVERHEAD UTILITIES
7. REMOVE EXISTING NATURAL GAS
8. REMOVE EXISTING LIGHT POLE
9. REMOVE EXISTING VEGETATION
10. REMOVE EXISTING FENCE

LEGEND

- CONCRETE DEMOLITION EXTENTS
- UTILITY DEMOLITION EXTENTS

ADDENDUM/REVISION	DATE	BY	ADDENDUM/REVISION	DATE	BY

VERIFY SCALE!
THESE PRINTS MAY BE REDUCED.
LINE BELOW MEASURES ONE-INCH ON ORIGINAL DRAWING.

MODIFY SCALE ACCORDINGLY

BGR — DESIGNED BY
DLD — DRAWN BY
QUALITY ASSURANCE
TJK — CHECKED BY

PERMIT SET

PERFORMANCE ENGINEERING
3412 COLTON BLVD, STE 202 (406) 384-0080
BILLINGS, MT 59102 performance-ec.com

SKYVIEW APARTMENTS

EXISTING SITE MAP

NOT FOR CONSTRUCTION

PROJECT NUMBER
2025-130

SHEET NUMBER
4 OF 12

DRAWING NUMBER
C2.00

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PE STANDARD.CTB

12/17/2025 3:31:55 PM

3RD AVE. N

N 17TH ST.

ALLEY

LOTS 13, BLOCK 68, BILLINGS ORIGINAL TOWNSITE

LOTS 14, BLOCK 68, BILLINGS ORIGINAL TOWNSITE

LOTS 15, BLOCK 68, BILLINGS ORIGINAL TOWNSITE

AMENDED LOT 17A, BLOCK 68, BILLINGS ORIGINAL TOWNSITE

AMENDED LOT 18A, BLOCK 68, BILLINGS ORIGINAL TOWNSITE

APPROXIMATE AREA OF 20' SETBACK FROM FOUNDATIONS.

71.67'
23.90'
27.4'
50.77'
54.76'
5.77'
37.09'
12'
13'
18.5'
9.5'
5'
4'
23.90'
18.8'
9.8'
60°
9'
10.4'
20'
4'
5'
132.03'
23.90'
27.5'
60.75'
23.9'
9.9'
13'
5'

LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK

CONSTRUCTION NOTES

1. TIE TO EXISTING CURB AND GUTTER AND/OR SIDEWALK
2. EDGE OF ASPHALT, TYP.
3. EDGE OF CONCRETE, TYP.
4. CATCH CURB, TYP.
5. SPILL CURB, TYP.
6. VERTICAL CURB, TYP.
7. CURB TAPER, TYP.
8. GRADE BREAK, TYP.
9. THICKENED EDGE SIDEWALK, TYP.
10. ADA RAMP, TYP.
11. ADA PARKING STALL, TYP.
12. CONCRETE PARKING BLOCK, TYP. SEE SHEET X.XX FOR DETAIL.
13. DUMPSTER BARREL, TYP.
14. FENCE, TYP. SEE ARCHITECTURAL DRAWINGS FOR DETAIL.
15. CONNECT TO EXISTING WATER MAIN
16. WATER SERVICE, TYP. SEE PLAN FOR SIZE.
17. WATER VALVE, TYP.
18. COORDINATE WITH MEP PLANS FOR SERVICE CONNECTIONS.
19. TIE INTO EXISTING SANITARY SEWER MAIN
20. SANITARY SEWER SERVICE, TYP. SEE PLAN FOR SIZE.
21. SANITARY SEWER MANHOLE
22. CLEANOUT, TYP. SEE SHEET X.XX FOR DETAIL.
23. STORM DRAIN, TYP. SEE PLAN FOR SIZE
24. AREA INLET, TYP.
25. LANDSCAPE DRAIN, TYP.
26. UNDERGROUND STORMWATER DETENTION FACILITY. SEE SHEET X.XX FOR DETAIL.

0 10 20
IN FEET

ADDENDUM/REVISION	DATE	BY	ADDENDUM/REVISION	DATE	BY

VERIFY SCALE!
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LINE BELOW MEASURES ONE-INCH ON ORIGINAL DRAWING.

MODIFY SCALE ACCORDINGLY

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PERMIT SET

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BILLINGS, MT 59102 performance-ec.com

SKYVIEW APARTMENTS

PROPOSED SITE MAP

NOT FOR CONSTRUCTION

PROJECT NUMBER 2025-130

SHEET NUMBER 5 OF 12

DRAWING NUMBER C2.01

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Z:\ARC Construction Consulting\2025-130 Skyview Apartments\CAD\DWG\Plan Set\(2) Site Maps\25-130 Proposed Site Map.dwg

BUILDING 1 AREAS

1A:	600 SF
1B:	797 SF
1C:	797 SF
1D:	600 SF
1E:	797 SF
1F:	797 SF
STORAGE/MECHANICAL:	512 SF
LEASING OFFICE:	240 SF
TOTAL:	5,140 SF
EGRESS BALCONY/STAIR:	445 SF

BUILDING 2 AREAS

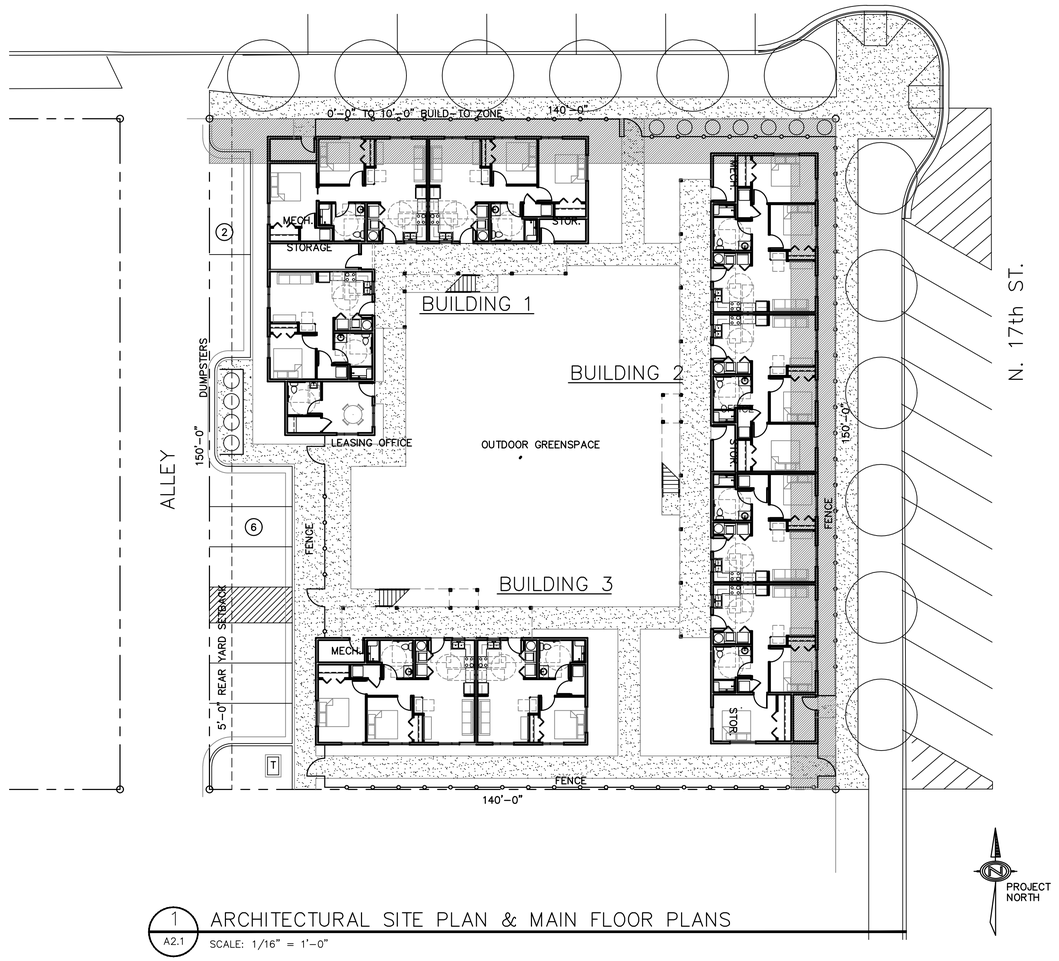
2A:	797 SF
2B:	793 SF
2C:	592 SF
2D:	797 SF
2E:	797 SF
2F:	793 SF
2G:	592 SF
2H:	595 SF
STORAGE/MECHANICAL:	293 SF
TOTAL:	6,049 SF
EGRESS BALCONY/STAIR:	802 SF

BUILDING 3 AREAS

3A:	595 SF
3B:	797 SF
3C:	595 SF
3D:	797 SF
STORAGE/MECHANICAL:	118 SF
TOTAL:	3,020 SF
EGRESS BALCONY/STAIR:	384 SF

TOTAL PROJECT AREAS

BUILDING 1:	5,140 SF
BUILDING 2:	6,049 SF
BUILDING 3:	3,020 SF
TOTAL:	14,209 SF
TOTAL EGRESS BALCONY/STAIR:	1,631 SF



1 A2.1 ARCHITECTURAL SITE PLAN & MAIN FLOOR PLANS

SCALE: 1/16" = 1'-0"

SITE & BUILDING INFORMATION

ZONING: EBURD – CENTRAL WORKS
LOT AREA: 0.48 ACRES OR 21,000 SF
BUILDING INFO: 18 LIVING UNITS IN 3 TWO-STORY BUILDINGS
BUILDING AREA: 14,209 SF TOTAL
PARKING ON-SITE: 8 SPACES

SPECIFIC EBURD REQUIREMENTS

27-1807: SUSTAINABLE DEVELOPMENT MEASURES – 5 POINTS MIN.
OPTION E – BUILDING ENERGY EFFICIENCY MEASURE – 2 POINTS
~~OPTION J – HEAT ISLAND – 2 POINTS~~
OPTION L – BICYCLE STORAGE – 1 POINT
27-1809: ENTRANCE
b(1.) – LIMITED BAY
– THIS DICTATES BUILD-TO ZONE
27-1812: STREET FACADE MATERIALS
METAL LIKELY; NO CMU; BURNISHED/SPLIT FACE OK < 35%
COMMERCIAL (NON-RESIDENTIAL) WINDOWS
27-1813: FRONTAGE TYPE REGULATIONS
27-1814: PARKING
27-1815: LANDSCAPING

PROJECT #: 2501
DATE: 12/2/25
DRAWN BY: CF
REVISIONS:

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SKYVIEW APARTMENTS
3rd AVENUE NORTH & NORTH 17th STREET
BILLINGS, MONTANA 59101

ARC CONSTRUCTION CONSULTING

SD ARCHITECTURAL SITE PLAN & MAIN FLOOR PLANS

A 2.1

BUILDING 1 AREAS

1A:	600 SF
1B:	797 SF
1C:	797 SF
1D:	600 SF
1E:	797 SF
1F:	797 SF
STORAGE/MECHANICAL:	512 SF
LEASING OFFICE:	240 SF
TOTAL:	5,140 SF
EGRESS BALCONY/STAIR:	445 SF

BUILDING 2 AREAS

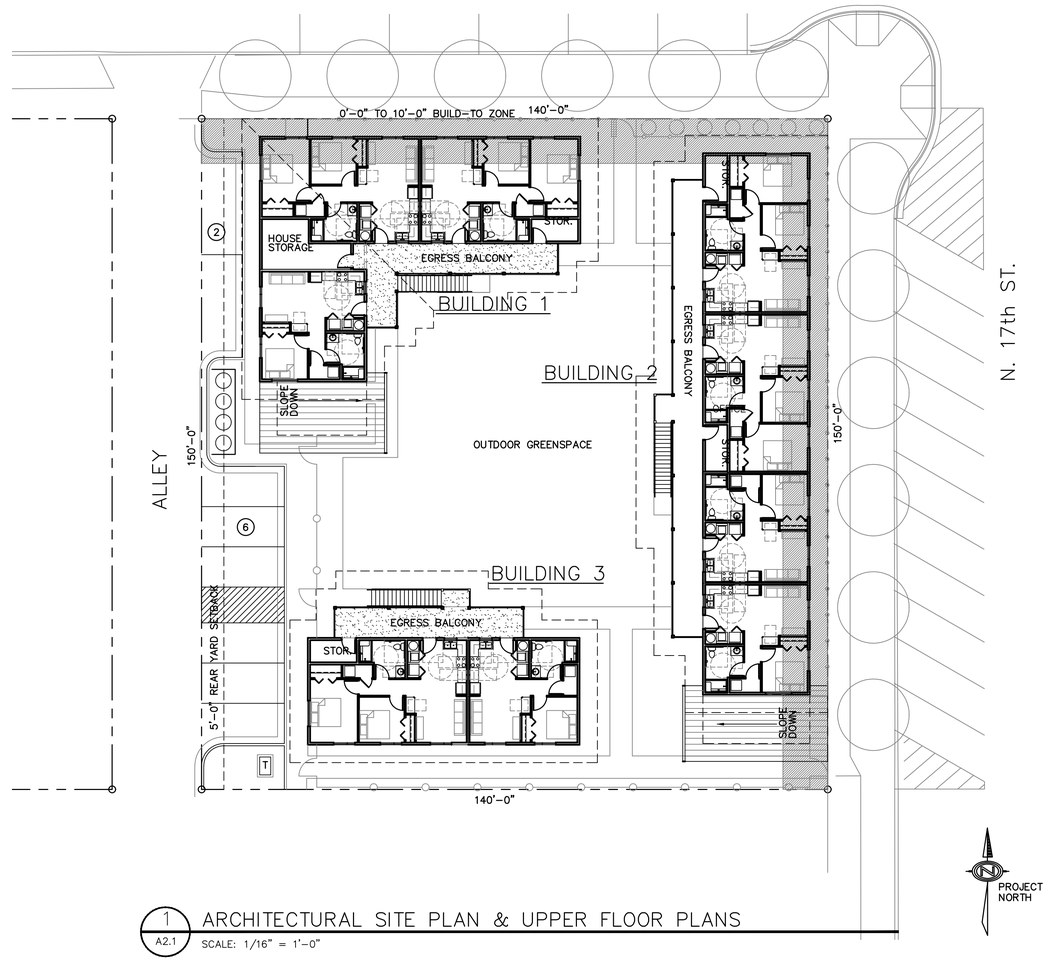
2A:	797 SF
2B:	793 SF
2C:	592 SF
2D:	797 SF
2E:	797 SF
2F:	793 SF
2G:	592 SF
2H:	595 SF
STORAGE/MECHANICAL:	293 SF
TOTAL:	6,049 SF
EGRESS BALCONY/STAIR:	802 SF

BUILDING 3 AREAS

3A:	595 SF
3B:	797 SF
3C:	595 SF
3D:	797 SF
STORAGE/MECHANICAL:	118 SF
TOTAL:	3,020 SF
EGRESS BALCONY/STAIR:	384 SF

TOTAL PROJECT AREAS

BUILDING 1:	5,140 SF
BUILDING 2:	6,049 SF
BUILDING 3:	3,020 SF
TOTAL:	14,209 SF
TOTAL EGRESS BALCONY/STAIR:	1,631 SF



1 / A2.1 ARCHITECTURAL SITE PLAN & UPPER FLOOR PLANS

SCALE: 1/16" = 1'-0"

SITE & BUILDING INFORMATION

ZONING: EBURD – CENTRAL WORKS
LOT AREA: 0.48 ACRES OR 21,000 SF
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BUILDING AREA: 14,209 SF TOTAL
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OPTION E – BUILDING ENERGY EFFICIENCY MEASURE – 2 POINTS
~~OPTION J – HEAT ISLAND – 2 POINTS~~
OPTION L – BICYCLE STORAGE – 1 POINT
27-1809: ENTRANCE
b(1.) – LIMITED BAY
– THIS DICTATES BUILD-TO ZONE
27-1812: STREET FACADE MATERIALS
METAL LIKELY; NO CMU; BURNISHED/SPLIT FACE OK < 35%
COMMERCIAL (NON-RESIDENTIAL) WINDOWS
27-1813: FRONTAGE TYPE REGULATIONS
27-1814: PARKING
27-1815: LANDSCAPING

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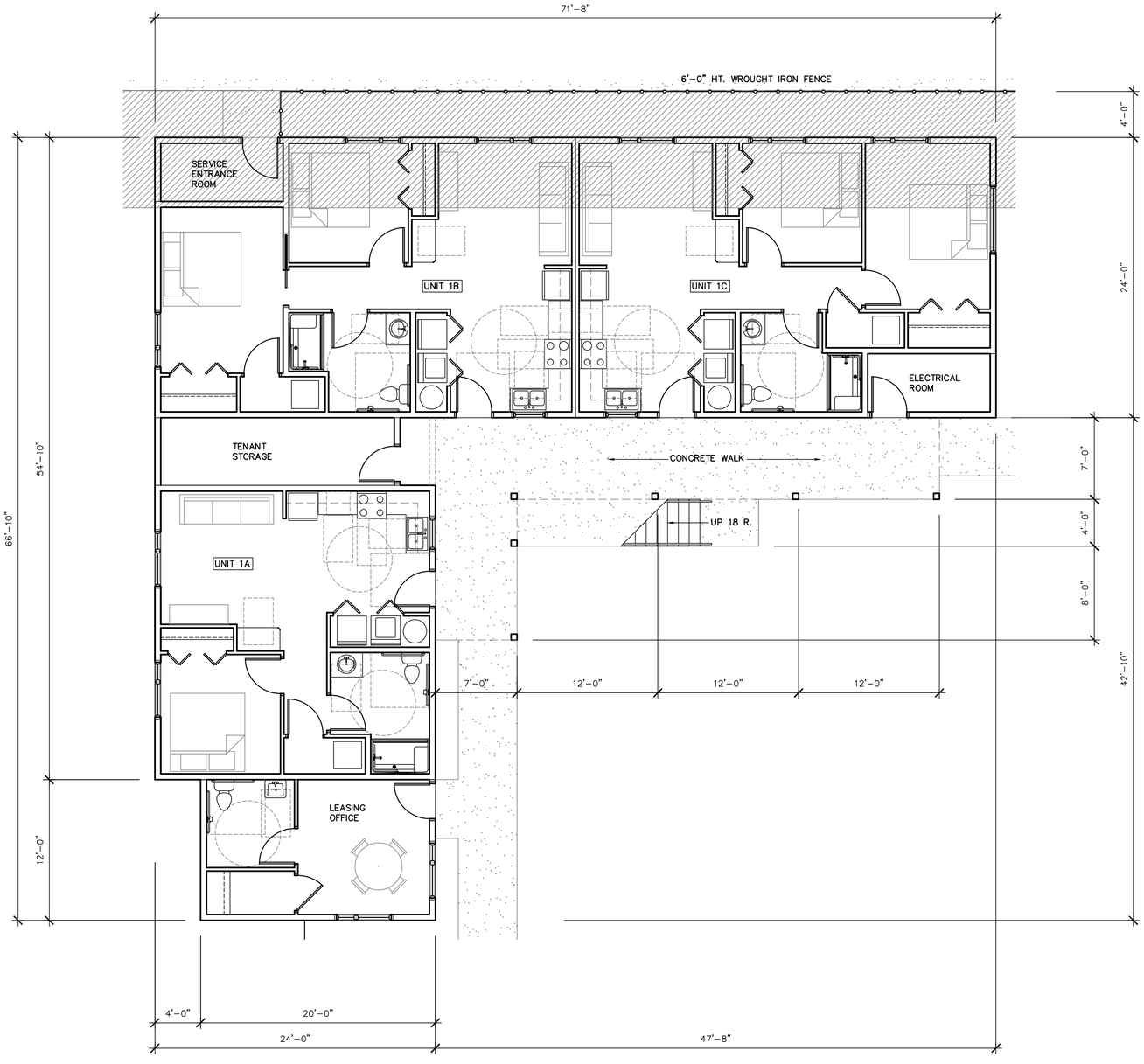
ARC CONSTRUCTION CONSULTING

SD ARCHITECTURAL SITE PLAN & UPPER FLOOR PLANS

A 2.2



1 A3.1 BUILDING 1 MAIN FLOOR PLAN

SCALE: 3/16" = 1'-0"

BUILDING 1 AREAS

1A:	600 SF
1B:	797 SF
1C:	797 SF
1D:	600 SF
1E:	797 SF
1F:	797 SF
STORAGE/MECHANICAL:	512 SF
LEASING OFFICE:	240 SF
TOTAL:	5,140 SF
EGRESS BALCONY/STAIR:	445 SF

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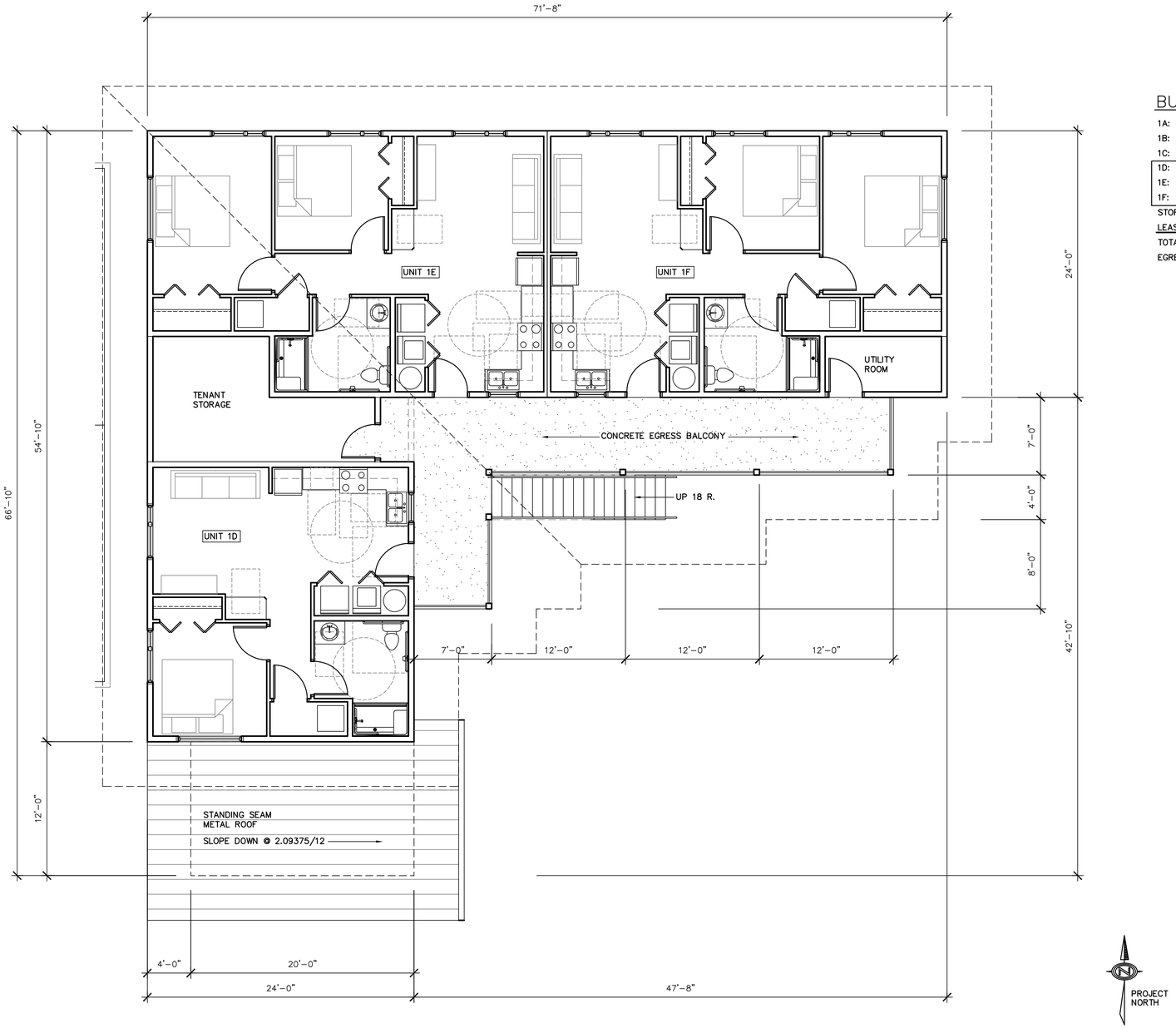
ARC CONSTRUCTION CONSULTING

SCHEMATIC DESIGN
BUILDING 1
MAIN FLOOR PLAN

A 3.1



BUILDING 1 AREAS

1A:	600 SF
1B:	797 SF
1C:	797 SF
1D:	600 SF
1E:	797 SF
1F:	797 SF
STORAGE/MECHANICAL:	512 SF
LEASING OFFICE:	240 SF
TOTAL:	5,140 SF
EGRESS BALCONY/STAIR:	445 SF

1 A3.2 BUILDING 1 UPPER FLOOR PLAN

SCALE: 3/16" = 1'-0"

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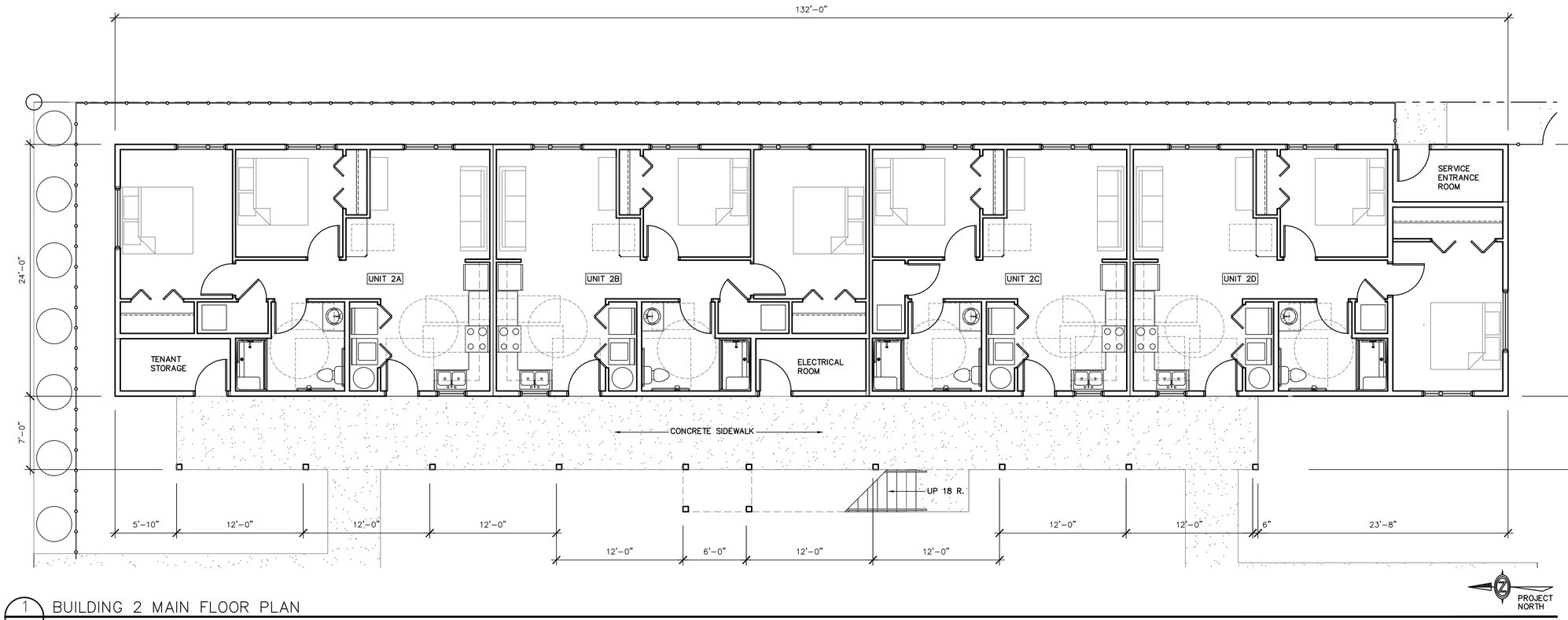
BILLINGS, MONTANA 59101

ARC CONSTRUCTION CONSULTING

SCHEMATIC DESIGN
BUILDING 1
UPPER FLOOR PLAN

A 3.2



1 A3.4 BUILDING 2 MAIN FLOOR PLAN

SCALE: 3/16" = 1'-0"

BUILDING 2 AREAS

2A:	797 SF
2B:	793 SF
2C:	592 SF
2D:	797 SF
2E:	797 SF
2F:	793 SF
2G:	592 SF
2H:	595 SF
STORAGE/MECHANICAL:	293 SF
TOTAL:	6,049 SF
EGRESS BALCONY/STAIR:	802 SF

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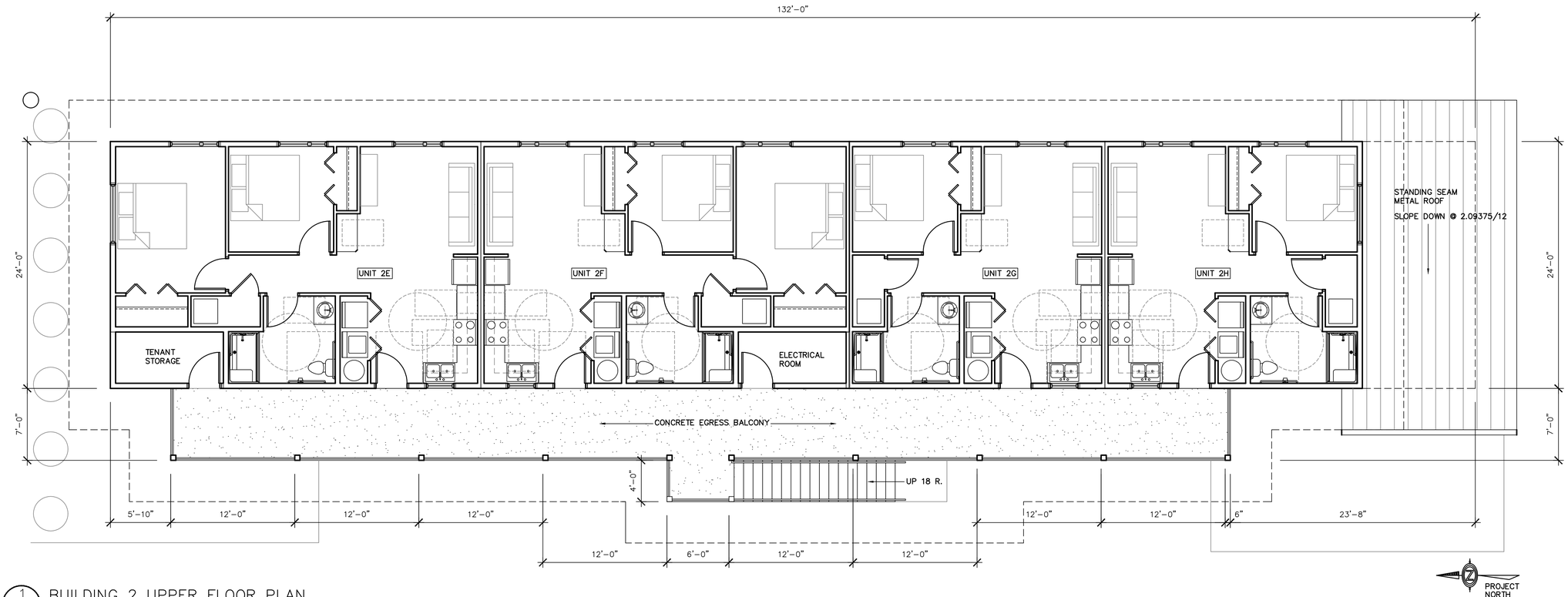
BILLINGS, MONTANA 59101

ARC CONSTRUCTION CONSULTING

SCHEMATIC DESIGN
BUILDING 2
MAIN FLOOR PLAN

A 3.4



1 / A3.5 BUILDING 2 UPPER FLOOR PLAN

SCALE: 3/16" = 1'-0"

BUILDING 2 AREAS

2A:	797 SF
2B:	793 SF
2C:	592 SF
2D:	797 SF
2E:	797 SF
2F:	793 SF
2G:	592 SF
2H:	595 SF
STORAGE/MECHANICAL:	293 SF
TOTAL:	6,049 SF
EGRESS BALCONY/STAIR:	802 SF

PROJECT #: 2501
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BILLINGS, MONTANA 59101

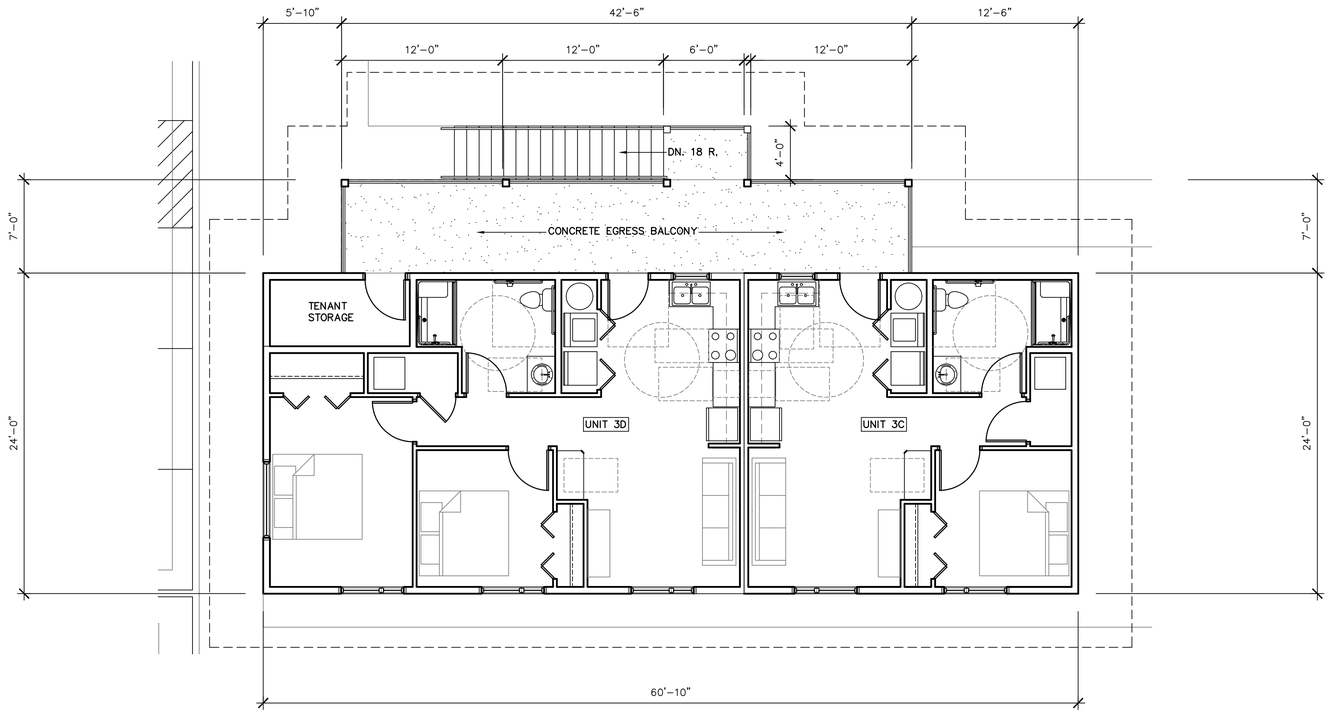
ARC CONSTRUCTION CONSULTING

SCHEMATIC DESIGN
BUILDING 2
UPPER FLOOR PLAN

A 3.5

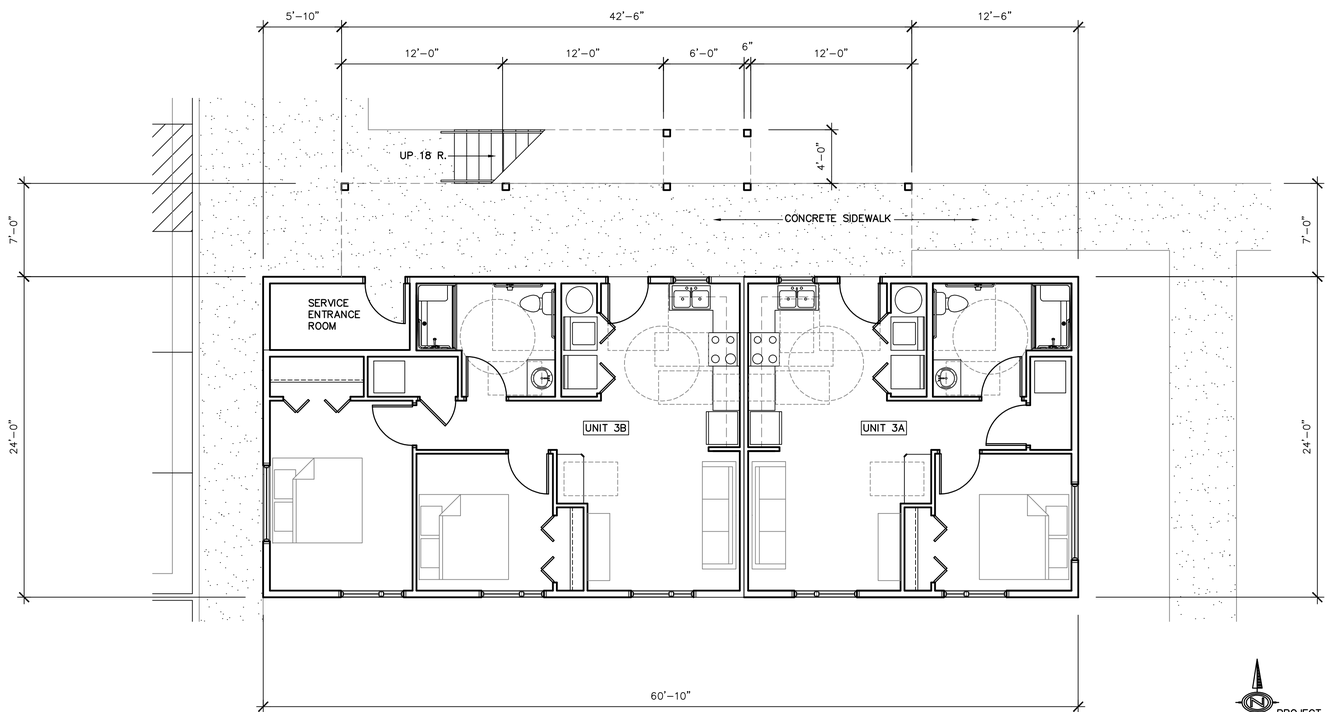
BUILDING 3 AREAS

3A:	595 SF
3B:	797 SF
3C:	595 SF
3D:	797 SF
STORAGE/MECHANICAL:	118 SF
TOTAL:	3,020 SF
EGRESS BALCONY/STAIR:	384 SF



1 A3.7 BUILDING 3 UPPER FLOOR PLAN

SCALE: 3/16" = 1'-0"



2 A3.7 BUILDING 3 MAIN FLOOR PLAN

SCALE: 3/16" = 1'-0"

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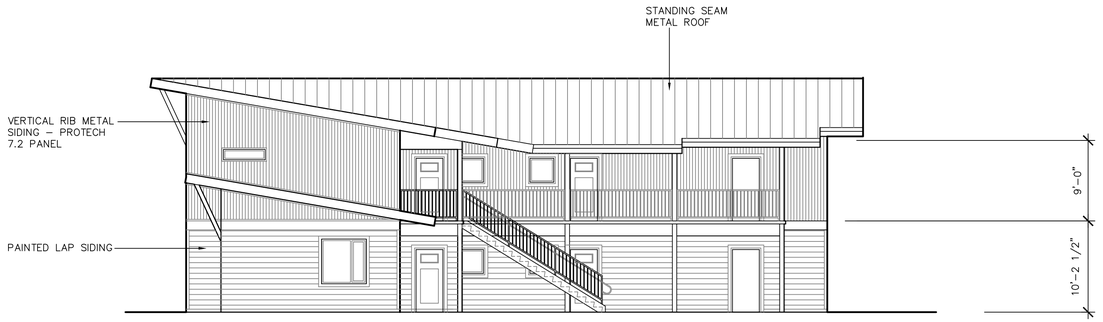
BILLINGS, MONTANA 59101

ARC CONSTRUCTION CONSULTING

SCHEMATIC DESIGN
BUILDING 3
MAIN FLOOR PLAN
UPPER FLOOR PLAN

A 3.7



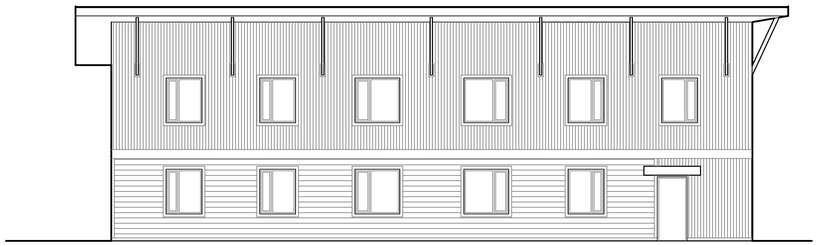
1 / A4.1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



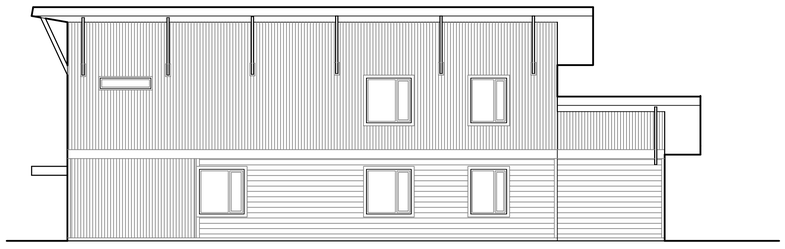
2 / A4.1 EAST ELEVATION

SCALE: 1/8" = 1'-0"



3 / A4.1 NORTH ELEVATION

SCALE: 1/8" = 1'-0"



4 / A4.1 WEST ELEVATION

SCALE: 1/8" = 1'-0"

PROJECT #: 2501
DATE: 12/19/25
DRAWN BY: CF
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SKYVIEW APARTMENTS
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BILLINGS, MONTANA 59101

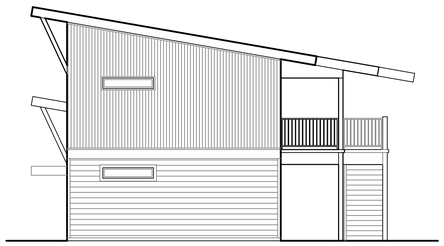
ARC CONSTRUCTION CONSULTING

BUILDING 1
ELEVATIONS
SD

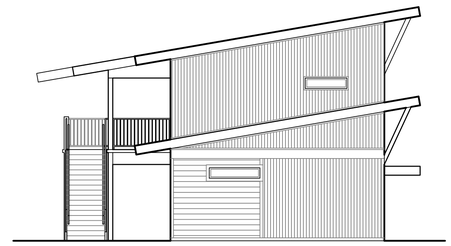
A 4.1



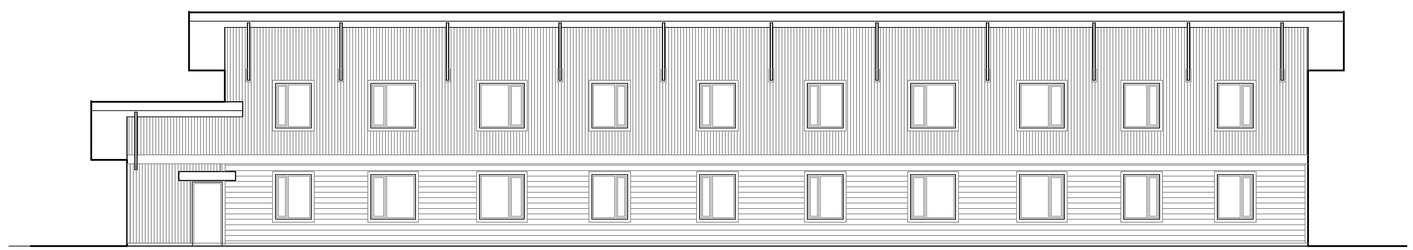
1 A4.2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



2 A4.2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 A4.2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



4 A4.2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

PROJECT #:	2501
DATE:	12/19/25
DRAWN BY:	CF
REVISIONS:	

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SKYVIEW APARTMENTS
3rd AVENUE NORTH & NORTH 17th STREET
BILLINGS, MONTANA 59101

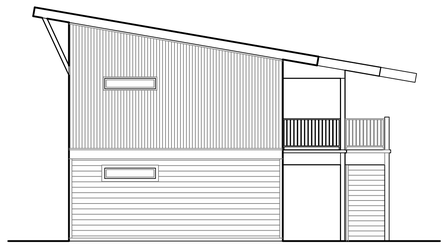
ARC CONSTRUCTION CONSULTING

BUILDING 2
ELEVATIONS
SD

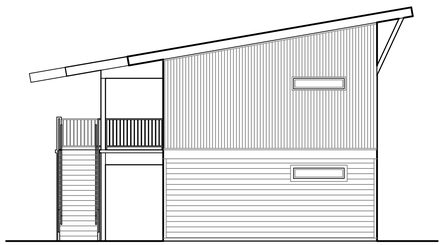
A 4.2



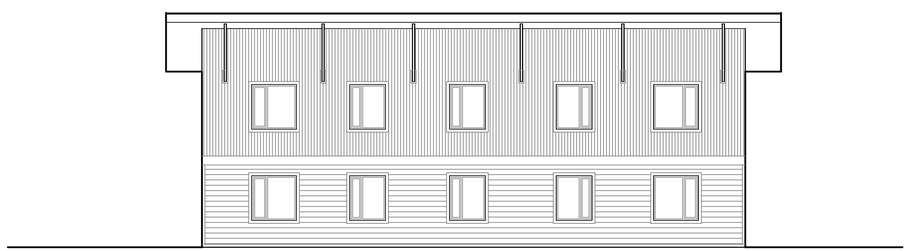
1 A4.3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 A4.3 EAST ELEVATION
SCALE: 1/8" = 1'-0"



3 A4.3 WEST ELEVATION
SCALE: 1/8" = 1'-0"



4 A4.3 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

PROJECT #: 2501
DATE: 12/19/25
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SKYVIEW APARTMENTS
3rd AVENUE NORTH & NORTH 17th STREET
BILLINGS, MONTANA 59101

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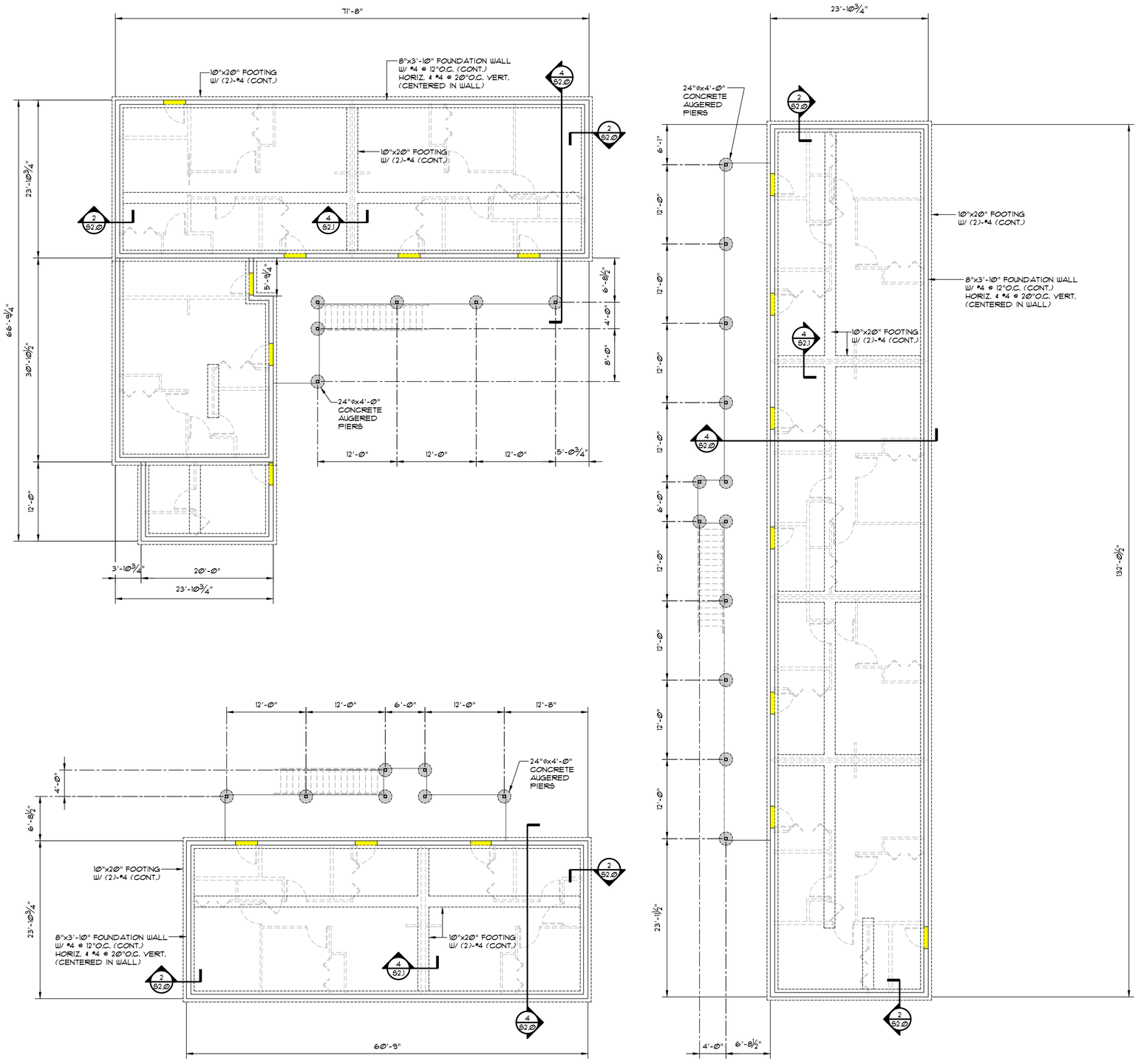
BUILDING 3
ELEVATIONS
SD

A 4.3



1 FOUNDATION PLAN

1/8" = 1'-0"

PRELIMINARY
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DATE:	12/4/25
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KRIVONEN STRUCTURAL ENGINEERS

SKYVIEW APARTMENTS
3rd AVENUE NORTH & NORTH 17th STREET
Billings, Montana

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Foundation Plan

S1.0

PROGRESS PRINTS
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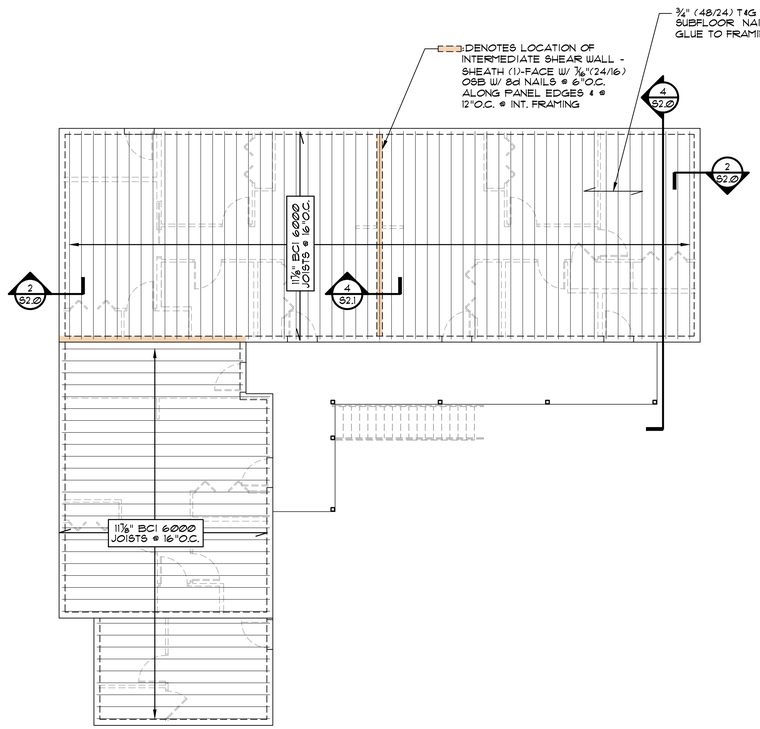
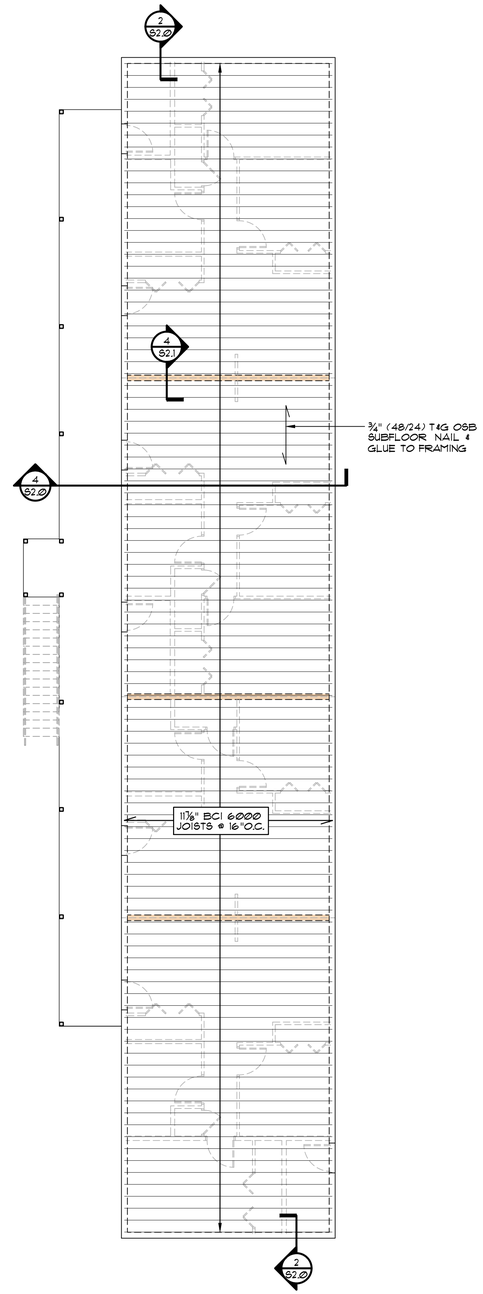
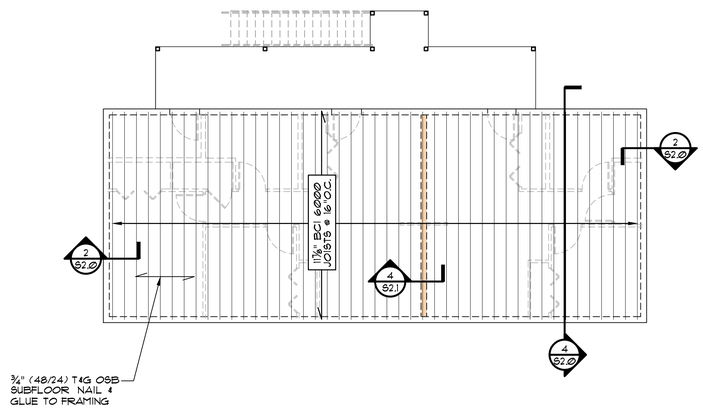
12/19/25

12/19/25 25241s1.0.dwg

printed scale: 1/8" = 1'-0"







1 FLOOR FRAMING PLAN
1/8"=1'-0" MAIN FLOOR

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3rd AVENUE NORTH & NORTH 17th STREET
Billings, Montana

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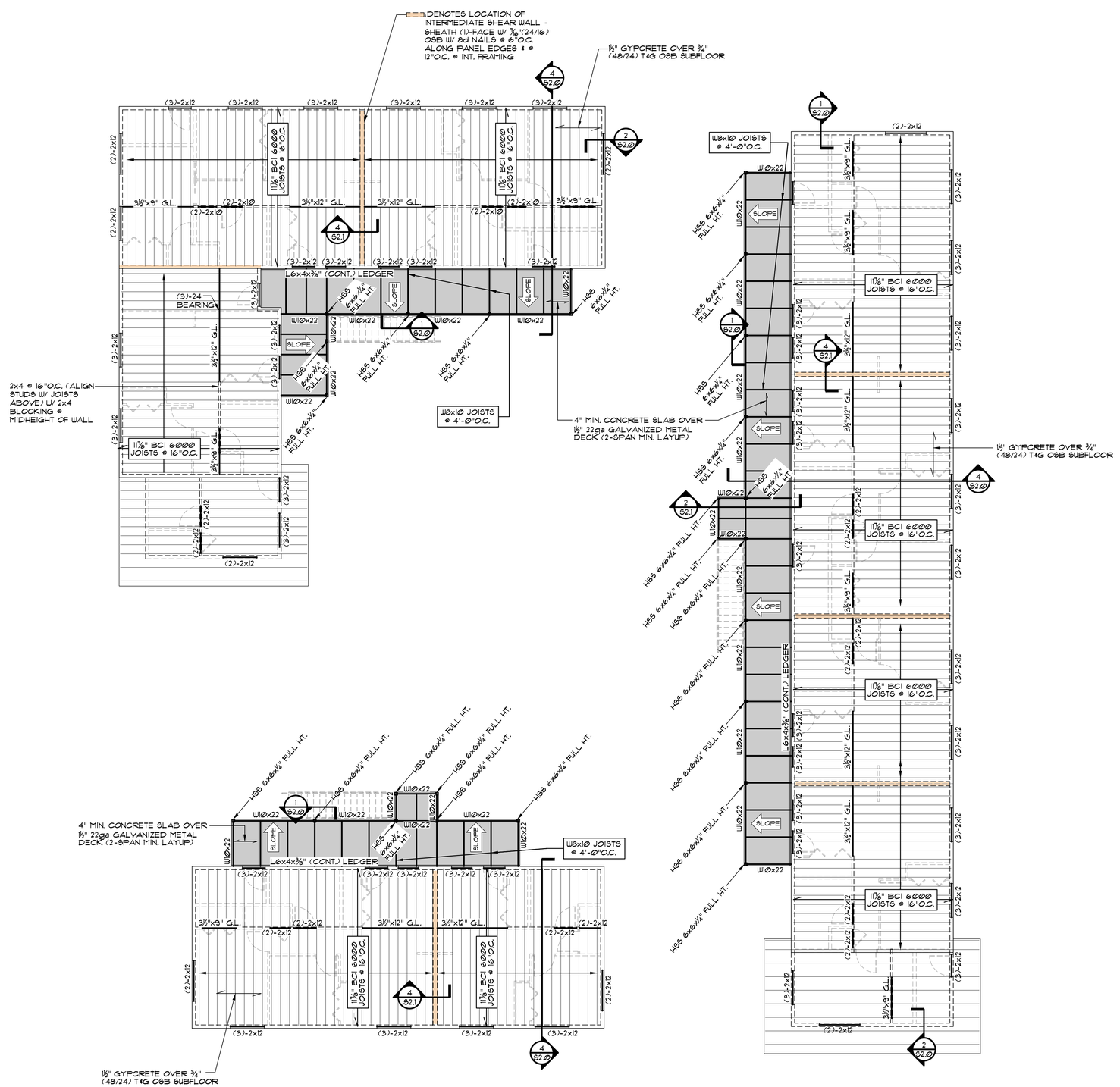
Framing Plan

S1.1

PROGRESS PRINTS NOT FOR CONSTRUCTION 12/19/25

12/19/25 25241s1.1.dwg

printed scale: 1/8" = 1'-0"



1 FLOOR FRAMING PLAN
2nd FLOOR

1/8" = 1'-0"

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Billings, Montana

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Framing Plan

S1.2

PROGRESS PRINTS NOT FOR CONSTRUCTION 12/19/25

12/19/25 25241s1.2.dwg

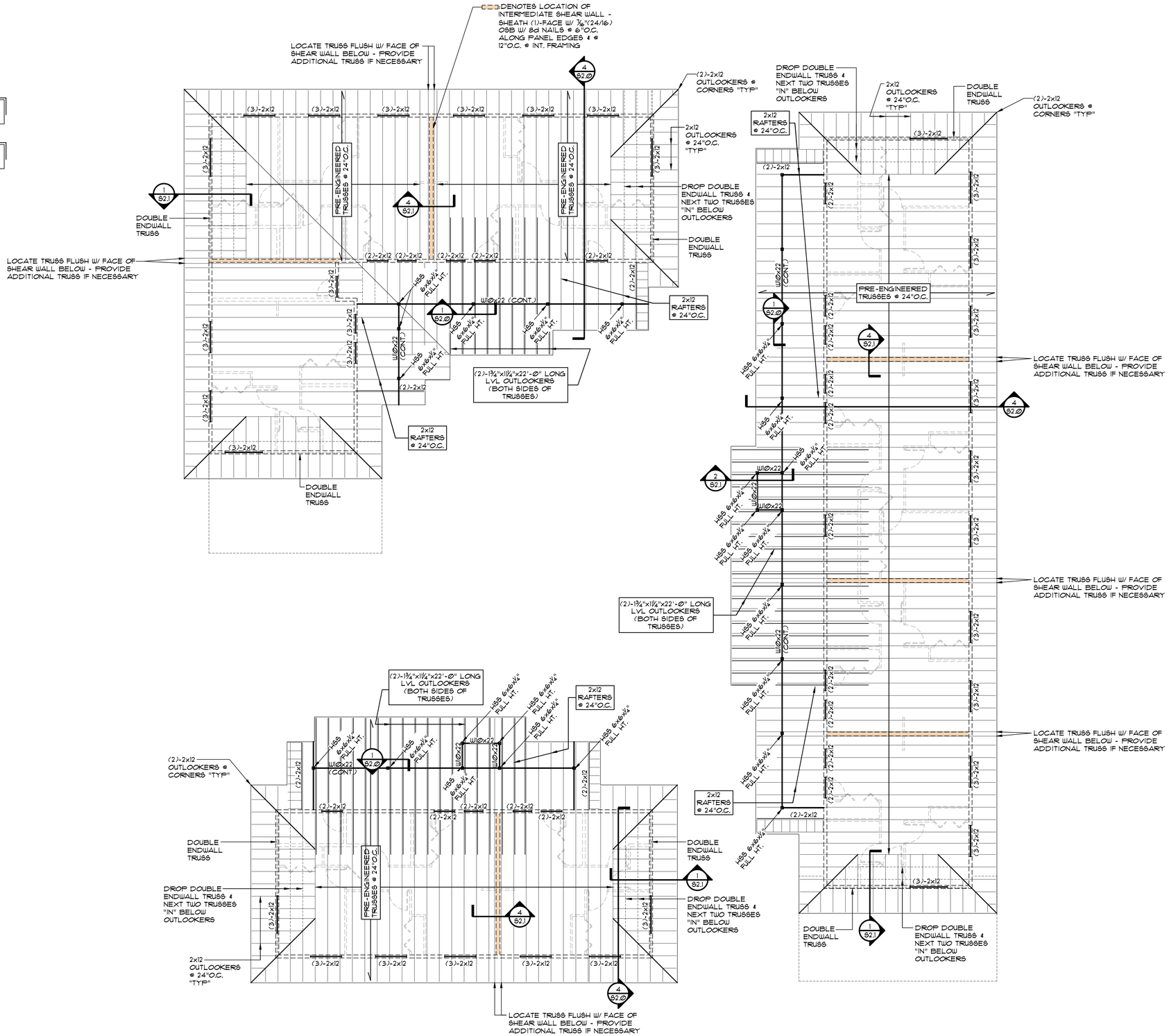
printed scale: 1/8" = 1'-0"

ALL INTERIOR HEADERS / BEAMS TO BEAR ON (2)-2x4 STUDS UNLESS NOTED OTHERWISE - STUDS TO BE STITCHED TOGETHER W/ 16d RING-SHANKED NAILS @ 12"O.C.

ALL TRUSS-TO-TRUSS CONNECTIONS BY PRE-ENGINEERED TRUSS MANUFACTURER

ALL ROOF TRUSSES ANCHORED TO WALL FRAMING W/ SIMPSON H10 HOLDOWN

ALL EXTERIOR WALL OPENING JAMBS TO BE FRAMED W/ (2)-2x6 BEARING TRIMMERS & (2)-2x6 FULL HT. KING STUDS UNLESS NOTED OTHERWISE



1 ROOF FRAMING PLAN

1/8" = 1'-0"

PRELIMINARY
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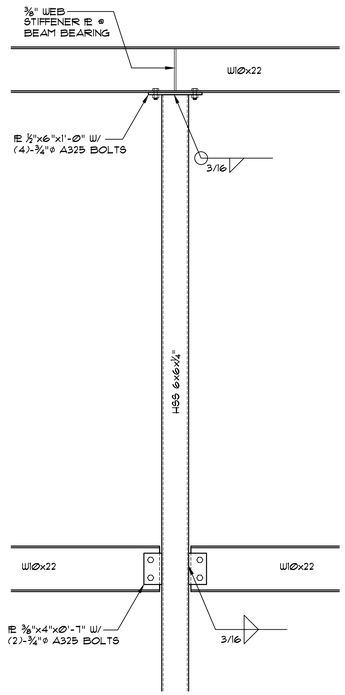
PROGRESS PRINTS NOT FOR CONSTRUCTION 12/19/25

Framing Plan

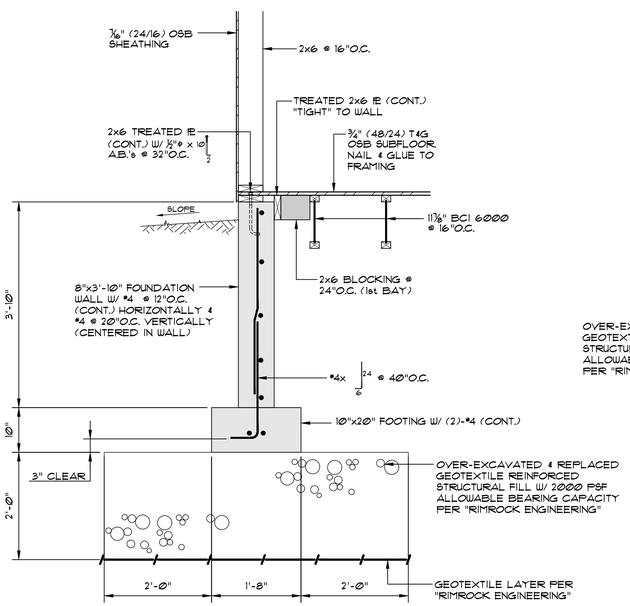
S1.3

12/19/25 25241s1.3.dwg

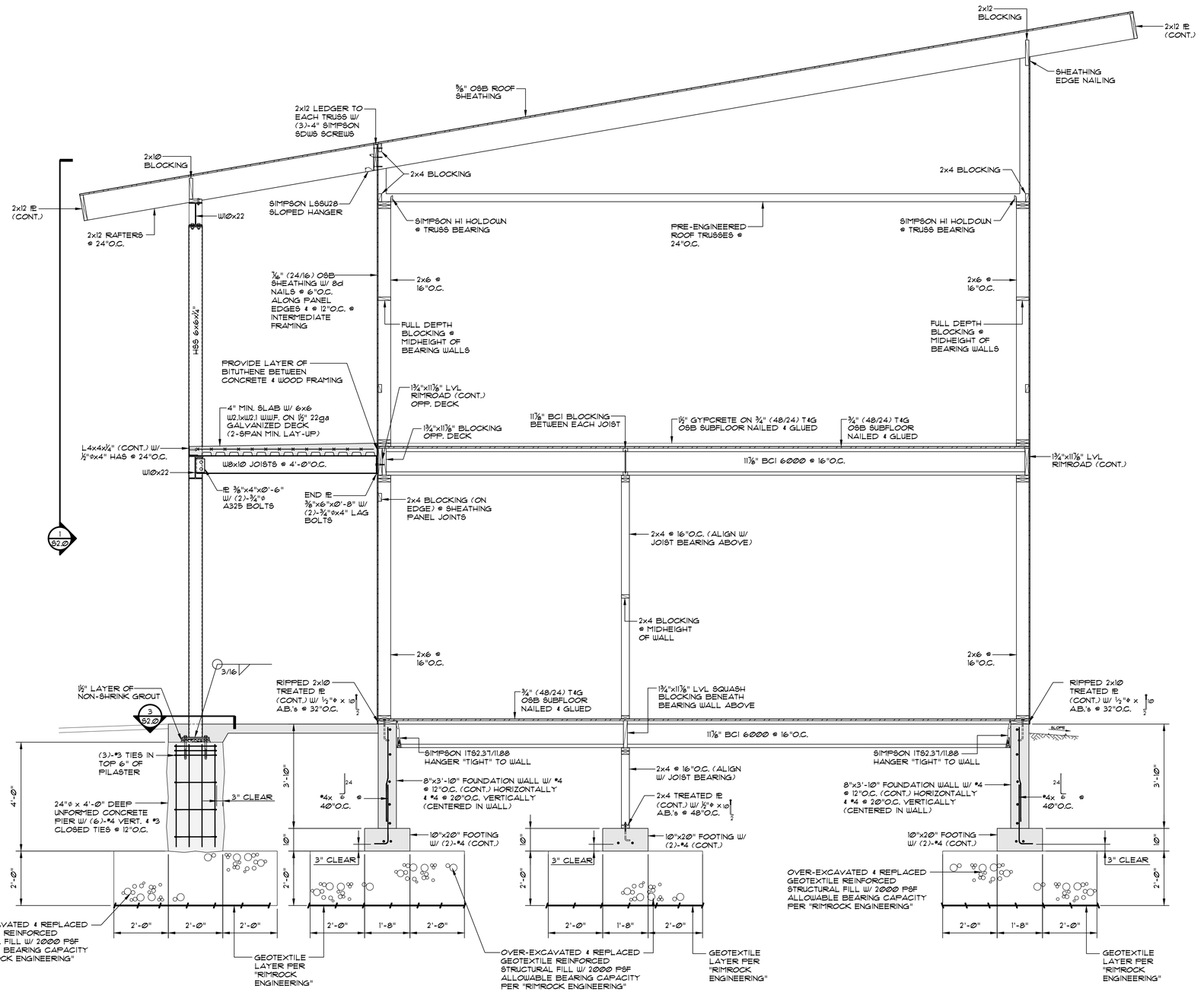
printed scale: 1/8" = 1'-0"



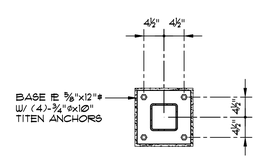
1 SECTION
3/4"=1'-0"



2 SECTION
3/4"=1'-0"



4 SECTION
1/2"=1'-0"



3 DETAIL • BASE PL
3/4"=1'-0"

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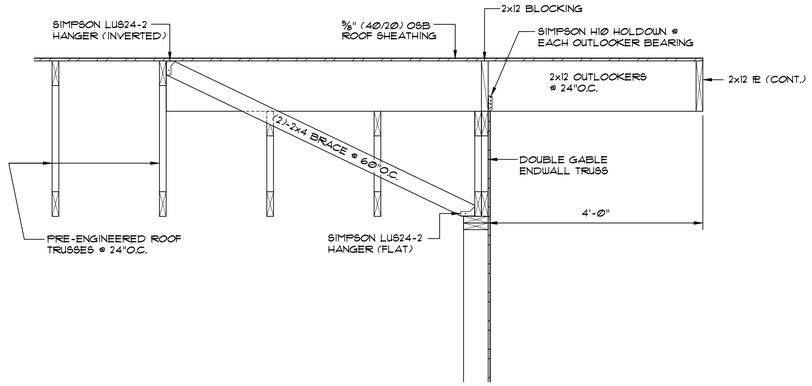
PROGRESS PRINTS NOT FOR CONSTRUCTION 12/19/25

Details & Sections

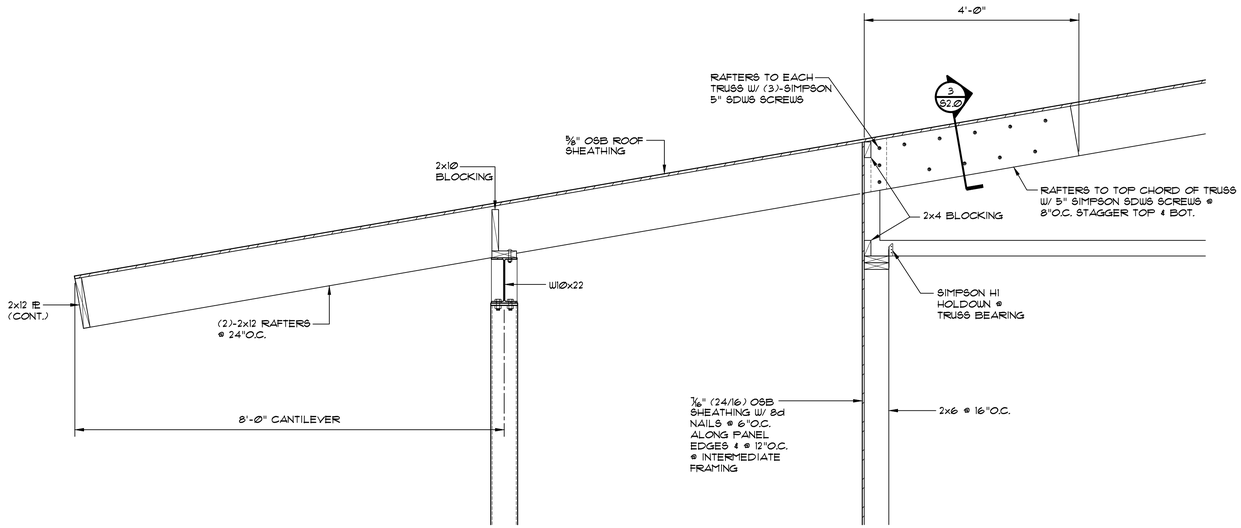
S2.0

12/19/25 25241s2.0.dwg

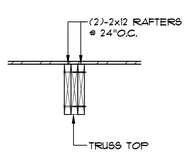
printed scale: 1/8" = 1'-0"



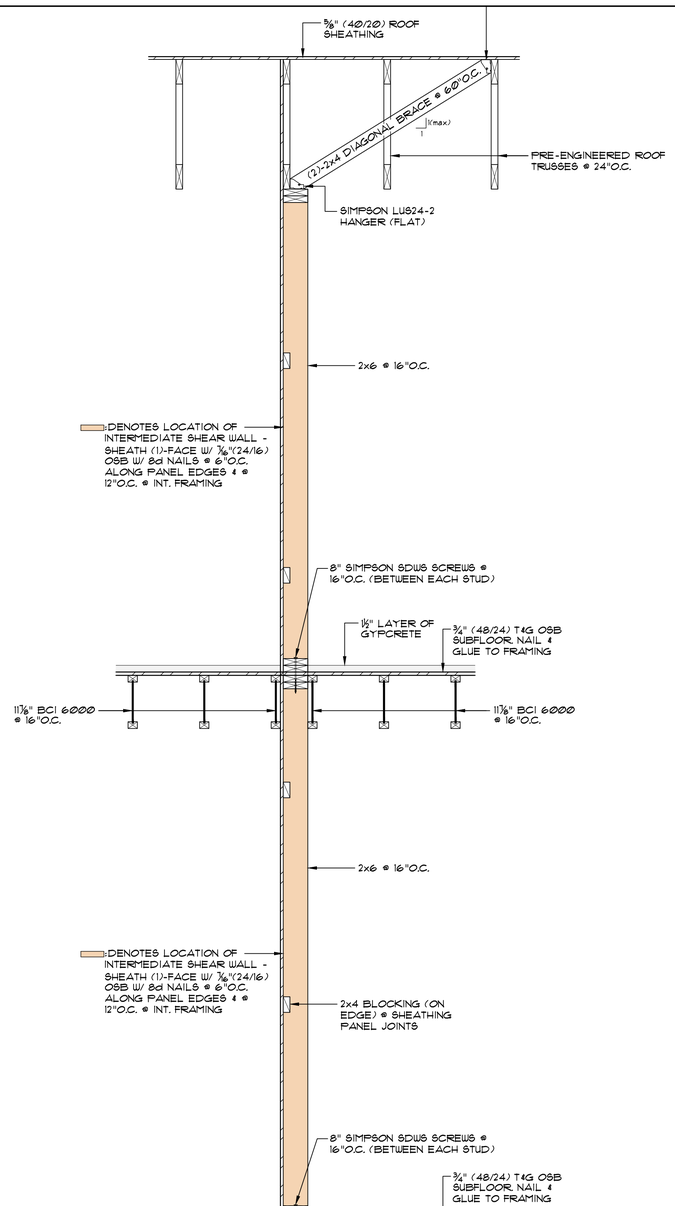
1 **SECTION**
¾" = 1'-Ø"



2 **SECTION**
¾" = 1'-Ø"



3 **SECTION**
¾" = 1'-Ø"



4 **SECTION**
¾" = 1'-Ø"

PROGRESS PRINTS
NOT FOR
CONSTRUCTION
12/19/25

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KRIVONEN
STRUCTURAL ENGINEERS

SKYVIEW APARTMENTS
3rd AVENUE NORTH & NORTH 17th STREET
Billings, Montana

ARC CONSTRUCTION CONSULTING

Details & Sections

S2.1

12/19/25 25241s2.1.dwg

printed scale: 1/8" = 1'-0"

STRUCTURAL NOTES

GOVERNING CODES

INTERNATIONAL BUILDING CODE, 2021 EDITION
AMERICAN INSTITUTE OF STEEL CONSTRUCTION, 9TH EDITION
AMERICAN CONCRETE INSTITUTE, 318-14
AMERICAN SOCIETY OF CIVIL ENGINEERS, 7-16
AMERICAN WELDING SOCIETY D1.1 (U.O.N.)

DESIGN CRITERIA

BUILDING DESIGN CATEGORY: II
SNOW LOAD: P_f=30 PSF NON-REDUCIBLE + DRIFTING, P_g= 40 PSF, C_e=1.0, C_s=1.0, I_w=1.0, C_t=1.0
WIND LOAD: $V_{(3\ SEC)}$=102 MPH
SEISMIC:
SOIL CLASS: "D"
DESIGN CATEGORY "B": I_E=1.0, S_s=0.13, S_1=0.049
RESISTIVE SYSTEM=WOOD SHEATHING
SEISMIC DESIGN FACTORS: S_{MS}=0.18, S_{M1}=0.13, S_{DS}=0.12, S_{D1}=0.087, R=6½
SIMPLIFIED BASE SHEAR METHOD: LIVE LOAD FACTOR = 1
FLOOR LOAD: 100 PSF (LIVE), DECKS=60 PSF (LIVE)
FOUNDATION: ASSUMED BEARING ON MATERIAL SPECIFIED W/ ASSOCIATED CAPACITY IN GEOTECHNICAL REPORT

GENERAL NOTES

- CONTRACTOR SHALL COORDINATE OPENINGS & IMBEDDED ITEMS NOTED ON CONSTRUCTION DOCUMENTS W/ APPROPRIATE TRADE.
- ALL SHOP DRAWINGS OF ALL STRUCTURAL COMPONENTS SHALL BE REVIEWED BY ARCHITECT / ENGINEER PRIOR TO FABRICATION.
- STRUCTURAL COMPONENTS SHALL BE TEMPORARILY BRACED IN A MANNER TO RESIST EARTHQUAKE, WIND, SNOW, & LATERAL EARTH LOADS or COMBINATION THEREOF UNTIL PLYWOOD ROOF DIAPHRAGM, PLYWOOD SHEATHED SHEAR WALLS, or FLOOR FRAMING ARE IN PLACE & SECURED PROPERLY.
- ANY PROFESSIONAL THIRD PARTY REVIEW TO BE APPROVED BY "KRIVONEN STRUCTURAL ENGINEERS" PRIOR TO REVIEW.
- THE STRUCTURAL DRAWINGS ARE TO BE USED IN CONJUNCTION WITH DRAWINGS AND SPECIFICATIONS FROM ALL OTHER DISCIPLINES. THE CONTRACTOR SHALL VERIFY THE REQUIREMENTS OF OTHER TRADES AS TO SLEEVES, CHASES, HANGERS, INSERTS, ANCHORS, HOLES, AND OTHER ITEMS TO BE PLACED OR SET IN THE STRUCTURAL WORK.
- THE STRUCTURAL DRAWINGS HERE-IN REPRESENT THE FINISHED STRUCTURE. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY GUYING AND BRACING REQUIRED TO ERECT AND HOLD THE STRUCTURE IN PROPER ALIGNMENT UNTIL ALL STRUCTURAL WORK & CONNECTIONS HAVE BEEN COMPLETED. THE INVESTIGATION, DESIGN, SAFETY, ADEQUACY, & INSPECTION OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE METHODS, TECHNIQUES, AND SEQUENCE OF PROCEDURES TO PERFORM THE WORK. THE SUPERVISION OF THE WORK IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO APPROVAL BY THE ENGINEER.
- LOADING APPLIED TO THE STRUCTURE DURING THE PROCESS OF CONSTRUCTION SHALL NOT EXCEED THE SAFE LOAD-CARRYING CAPACITY OF THE STRUCTURAL MEMBERS. THESE LOADINGS ARE SPECIFIED IN THE "DESIGN CRITERIA" PORTION OF THESE NOTES. DO NOT APPLY ANY CONSTRUCTION LOADS UNTIL STRUCTURAL FRAMING IS PROPERLY CONNECTED TOGETHER AND UNTIL ALL TEMPORARY BRACING IS IN PLACE.
- SHOP DRAWINGS AND OTHER ITEMS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO FABRICATION. ALL SHOP DRAWINGS SHALL BE REVIEWED BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTAL. THE ENGINEER'S REVIEW IS TO BE FOR CONFORMANCE WITH THE DESIGN CONCEPT AND GENERAL COMPLIANCE WITH THE RELEVANT CONTRACT DOCUMENTS. THE ENGINEER'S REVIEW DOES NOT RELIEVE THE CONTRACTOR OF THE SOLE RESPONSIBILITY TO REVIEW, CHECK, AND COORDINATE THE SHOP DRAWINGS PRIOR TO SUBMISSION. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR THE ERRORS & OMISSIONS ASSOCIATED WITH THE PREPARATION OF THE SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, DIMENSIONS, ETC.

SPECIAL INSPECTION

STATEMENT OF SPECIAL INSPECTIONS:

- SPECIAL INSPECTIONS AND STRUCTURAL TESTING SHALL BE PROVIDED BY AN INDEPENDENT AGENCY EMPLOYED BY THE OWNER FOR THE ITEMS IDENTIFIED IN THIS SECTION & IN OTHER AREAS OF THE APPROVED CONSTRUCTION PLANS & SPECIFICATIONS, UNLESS WAIVED BY THE BUILDING OFFICIAL (SEE IBC CHAPTER 17)
- THE NAMES & CREDENTIALS OF THE SPECIAL INSPECTORS TO BE USED SHALL BE SUBMITTED TO THE BUILDING OFFICE FOR APPROVAL. SPECIAL INSPECTORS FOR THIS PROJECT INCLUDE:
- SPECIAL INSPECTION OF BOLTED CONNECTIONS & CONCRETE FOUNDATION WILL BE REQUIRED PER 2021 IBC REQUIREMENTS.

CONCRETE TESTING:
TAKE 1 STRENGTH TEST ON EACH DAY OF CONCRETE POUR OR A MINIMUM OF 3 STRENGTH TESTS FOR ENTIRE PROJECT SEQUENCE. TAKE 3 CYLINDERS PER STRENGTH TEST OF WHICH ONE IS TO BE BROKEN AT 7 DAYS & TWO AT 28 DAYS. THE TESTING SHALL BE CONSISTENT WITH IBC RECOMMENDATIONS & CONDUCTED BY "RIMROCK ENGINEERING".

BOLTED CONNECTIONS: BOLTED CONNECTIONS INSPECTION BY K4 INSPECTION SERVICE. PER IBC 2021 INSPECTION REQUIREMENTS.

FIELD WELDS: DECK & FILLET WELD INSPECTION BY K4 INSPECTION SERVICE. PER IBC 2021 INSPECTION REQUIREMENTS.

SOIL INSPECTIONS: PERIODIC SOIL & COMPACTION TESTING TO BE PERFORMED BY "RIMROCK ENGINEERING" PER IBC 2021 REQUIREMENTS.

POST-INSTALLED ANCHORS: POST-INSTALLED ANCHOR INSTALLATION TO BE PERFORMED BY "TERRACON ENGINEERING" PER IBC 2021 REQUIREMENTS.

CONCRETE REINFORCING: VERIFICATION OF CONCRETE REINFORCING SIZE, MATERIAL, & LOCATION TO BE CONDUCTED BY "RIMROCK ENGINEERING" PER IBC 2021 REQUIREMENTS.

- DUTIES OF THE SPECIAL INSPECTOR:
  --THE SPECIAL INSPECTOR SHALL REVIEW ALL WORK LISTED BELOW FOR CONFORMANCE WITH THE APPROVED CONSTRUCTION PLANS & SPECIFICATIONS & THE 2021 IBC.
  --THE SPECIAL INSPECTOR SHALL FURNISH SPECIAL INSPECTION REPORTS TO THE EOR, CONTRACTOR, OWNER & BUILDING OFFICIAL ON A WEEKLY BASIS, OR MORE FREQUENTLY AS REQUIRED BY THE BUILDING OFFICIAL. ALL ITEMS NOT IN COMPLIANCE SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, & IF UNCORRECTED, TO THE EOR AND THE BUILDING OFFICIAL.
  --ONCE CORRECTIONS HAVE BEEN MADE BY THE CONTRACTOR, THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT TO THE BUILDING OFFICIAL STATING THAT THE WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE SPECIAL INSPECTOR'S KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED CONSTRUCTION PLANS & SPECIFICATIONS AS WELL AS THE APPLICABLE WORKMANSHIP PROVISIONS OF THE 2021 IBC.
- DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:
  --THE CONTRACTOR SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE OWNER & THE BUILDING OFFICIAL PRIOR TO THE COMMENCEMENT OF WORK. IN ACCORDANCE WITH IBC 1704.4, THE STATEMENT OF RESPONSIBILITY SHALL CONTAIN ACKNOWLEDGEMENT OF THE SPECIAL INSPECTION REQUIREMENTS CONTAINED WITHIN THIS "STATEMENT OF SPECIAL INSPECTIONS."
  --THE CONTRACTOR SHALL NOTIFY THE RESPONSIBLE SPECIAL INSPECTOR THAT WORK IS READY FOR INSPECTION AT LEAST ONE WORKING DAY (24 HOURS MINIMUM) BEFORE SUCH INSPECTION IS REQUIRED.
  --ALL WORK REQUIRING SPECIAL INSPECTION SHALL REMAIN ACCESSIBLE & EXPOSED UNTIL IT HAS BEEN OBSERVED BY THE SPECIAL INSPECTOR.
- PLEASE SEE THE "SPECIAL INSPECTION SCHEDULE" FOR THE TYPES, EXTENTS AND FREQUENCY OF SPECIFIC ITEMS REQUIRING SPECIAL INSPECTIONS AND STRUCTURAL TESTS AS PART OF THIS PROJECT.

SPECIAL INSPECTION SCHEDULE

TYPE	FREQUENCY: CONTINUOUS	FREQUENCY: PERIODIC	REFERENCED STANDARD	IBC REFERENCE
MASONRY CONSTRUCTION (IBC 1705.4)				
MINIMUM TESTING (TABLE 1.19.2, TMS-402/ACI 530-11)				
VERIFICATION OF SLUMP FLOW & VISUAL STABILITY INDEX (VSI) FOR SELF-CONSOLIDATING GROUT.		●	COMPRESSIVE STRENGTH TESTS PER ASTM C1019 FOR SLUMP FLOW & ASTM C 1611 FOR VSI	
VERIFICATION OF f'_m		●	DETERMINE COMPRESSIVE STRENGTH PER "UNIT STRENGTH" OR "PRISM TEST" AS SPECIFIED IN ARTICLE 1.4.B OF ACI 530.1 PRIOR TO CONSTRUCTION.	
PRIOR TO CONSTRUCTION (ARTICLE 1.15, TMS-602/ACI 530.1-11)				
REVIEW MATERIAL CERTIFICATES, MIX DESIGNS, TEST RESULTS & CONSTRUCTION PROCEDURES.		●	VERIFY MATERIALS CONFORM TO APPROVED CONSTRUCTION DOCUMENTS. MIX DESIGN, TEST RESULTS, MATERIAL CERTIFICATES, & CONSTRUCTION PROCEDURES SHOULD BE SUBMITTED FOR REVIEW. MORTAR MIX DESIGNS SHALL CONFORM TO ASTM C 270 WHILE GROUT SHALL CONFORM TO ASTM C 476. MATERIAL CERTIFICATES SHALL BE PROVIDED FOR THE FOLLOWING: REINFORCEMENT; ANCHORS, TIES, FASTENERS, & METAL ACCESSORIES; MASONRY UNITS; MORTAR & GROUT MATERIALS. REVIEW COLD-WEATHER OR HOT-WEATHER CONSTRUCTION PROCEDURES	
AS CONSTRUCTION BEGINS (TABLE 1.19.2, TMS-402/ACI 530-11)				
PROPORTIONS OF SITE-PREPARED MORTAR		●	VERIFY THAT MORTAR IS TYPE & COLOR SPECIFIED ON APPROVED PLANS, IT CONFORMS TO ASTM C 270, & IS MIXED PER ARTICLE 2.6.A OF ACI 530.1.	
CONSTRUCTION OF MORTAR JOINTS		●	VERIFY MORTAR JOINTS MEET ARTICLE 3.3.B OF ACI 530.1	
LOCATION OF REINFORCEMENT, CONNECTORS & ANCHORAGES.		●	VERIFY REINFORCEMENT IS PLACED IN ACCORDANCE WITH ARTICLE 3.4 OF ACI 530.1	
PRIOR TO GROUTING (TABLE 1.19.2, TMS-402/ACI 530-11)				
GROUT SPACE		●	VERIFY GROUT SPACE IS FREE OF MORTAR DROPPINGS, DEBRIS, LOOSE AGGREGATE, & OTHER DELETERIOUS MATERIALS & THAT CLEANOUTS ARE PROVIDED PER ARTICLE 3.2.D & 3.2.F OF ACI 530.1	
GRADE, TYPE & SIZE OF REINFORCEMENT, ANCHOR BOLTS & ANCHORAGES.		●	VERIFY REINFORCEMENT, JOINT REINFORCEMENT, ANCHOR BOLTS & VENEER ANCHORS COMPLY WITH APPROVED PLANS & SECTIONS 1.6 OF ACI 530.	
PLACEMENT OF REINFORCEMENT, CONNECTORS & ANCHORAGES.		●	VERIFY REINFORCEMENT, JOINT REINFORCEMENT, ANCHOR BOLTS & VENEER ANCHORS ARE INSTALLED PER APPROVED PLANS & ARTICLES 3.2.E, 3.4, & 3.6.A OF ACI 530.1	
PROPORTIONS OF SITE-PREPARED GROUT.		●	VERIFY GROUT PROPORTIONS MEET ASTM C 476 & A SLUMP BETWEEN 8-11". SELF-CONSOLIDATED GROUT SHALL NOT BE PROPORTIONED ONSITE.	
CONSTRUCTION OF MORTAR JOINTS.		●	VERIFY MORTAR JOINTS PLACED IN ACCORDANCE WITH ARTICLE 3.3.B OF ACI 530.1	
DURING CONSTRUCTION (TABLE 1.19.2, TMS-402/ACI 530-11)				
SIZE & LOCATION OF STRUCTURAL ELEMENTS,		●	VERIFY LOCATIONS OF STRUCTURAL ELEMENTS PER APPROVED PLANS & CONFIRM TOLERANCES MEET ARTICLE 3.3.F OF ACI 530.1	
TYPE, SIZE & LOCATION OF ANCHORS, FRAMES, ETC.		●	VERIFY CORRECT ANCHORAGES & CONNECTIONS ARE PROVIDED PER APPROVED PLANS & SECTIONS 1.16.4.3 & 1.17.1 OF ACI 530.	
PLACEMENT OF GROUT.	●			
PREPARATION, CONSTRUCTION & PROTECTION OF MASONRY DURING COLD WEATHER (<40°F) OR HOT WEATHER (>90°F).		●	VERIFY COLD-WEATHER CONSTRUCTION COMPLIES WITH ARTICLE 1.8.C OF ACI 530.1 & HOT WEATHER CONSTRUCTION PER ARTICLE 1.8.D OF ACI 530.1	
OBSERVATION OF GROUT SPECIMENS, MORTAR SPECIMENS, AND/OR PRISMS.		●	CONFIRM SPECIMENS/PRISMS ARE PERFORMED AS REQUIRED BY ARTICLE 1.4 OF ACI 530.1	

SPECIAL INSPECTION SCHEDULE (CONT.)

TYPE	FREQUENCY: CONTINUOUS	FREQUENCY: PERIODIC	REFERENCED STANDARD	IBC REFERENCE
IBC TABLE 1705.2.3 REQUIRED SPECIAL INSPECTIONS OF OPEN-WEB STEEL JOISTS AND JOIST GIRDERS				
1. INSTALLATION OF OPEN-WEB STEEL JOISTS & JOIST GIRDERS: a. END CONNECTIONS - WELDING OR BOLTED b. BRIDGING - HORIZONTAL OR DIAGONAL. 1. STANDARD BRIDGING. 2. BRIDGING THAT DIFFERS FROM THE SJI SPECIFICATIONS LISTED IN SECTION 2207.1.		● ● ●	SJI SPECIFICATIONS LISTED IN SECTION 2207.1	
IBC TABLE 1705.3 REQUIRED SPECIAL INSPECTIONS AND TESTS OF CONCRETE CONSTRUCTION				
1. INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT.		●	ACI 318: CH. 20, 25.2, 25.3, 26.6.1-26.6.3	
2. REINFORCING BAR WELDING: a. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706. b. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM ⅝". c. INSPECT ALL OTHER WELDS.		● ● ●	AWS D1.4 ACI 318: 26.6.4	
3. INSPECT ANCHORS CAST IN CONCRETE.		●	ACI 318: 17.8.2	
4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS. a. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS. b. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.a.	●	●	ACI 318: 17.8.2.4 ACI 318: 17.8.2	
5. VERIFY USE OF REQUIRED DESIGN MIX.		●	ACI 318: CH. 19, 26.4.3, 26.4.4	1904.1, 1904.2
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	●		ASTM C31 ASTM C172 ACI 318: 26.5, 26.12	
7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	●		ACI 318: 26.5	
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.		●	ACI 318: 26.5.3-26.5.5	
9. INSPECT PRESTRESSED CONCRETE FOR: a. APPLICATION OF PRESTRESSING FORCES. b. GROUTING OF BONDED PRESTRESSING TENDONS.	● ●		ACI 318: 26.10	
10. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS.		●	ACI 318: 26.9	
11. FOR PRECAST CONCRETE DIAPHRAGM CONNECTIONS OR REINFORCEMENT AT JOINTS CLASSIFIED AS MODERATE OR HIGH DEFORMABILITY ELEMENTS (HDE OR MDE) IN STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY C, D, E, OR F, INSPECTION SUCH CONNECTIONS & REINFORCEMENT IN THE FIELD FOR: a. INSTALLATION OF EMBEDDED PARTS. b. COMPLETION OF THE CONTINUITY OF REINFORCEMENT ACROSS JOINTS. c. COMPLETION OF CONNECTIONS IN THE FIELD.	 ● ● ●		ACI 318: 26.13.1.34 ACI 550.5	
12. INSPECT INSTALLATION TOLERANCES OF PRECAST CONCRETE DIAPHRAGM CONNECTIONS FOR COMPLIANCE WITH ACI 550.5.		●	ACI 318: 26.13.1.3	
13. VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST-TENSIONED CONCRETE & PRIOR TO REMOVAL OF SHORES & FORMS FROM BEAMS & STRUCTURAL SLABS.		●	ACI 318: 26.11.2	
14. INSPECT FORMWORK FOR SHAPE, LOCATION, & DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.		●	ACI 318: 26.13.1.3	
IBC TABLE 1705.6 REQUIRED SPECIAL INSPECTIONS AND TESTS OF SOILS				
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATION ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		●		
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		●		
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIAL.		●		
4. DURING FILL PLACEMENT, VERIFY USE OF PROPER MATERIALS & PROCEDURES IN ACCORDANCE WITH THE PROVISIONS OF THE APPROVED GEOTECHNICAL REPORT. VERIFY DENSITIES & LIFT THICKNESSES DURING PLACEMENT & COMPACTION OF COMPACTED FILL.	●			
5. PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE & VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.		●		
IBC TABLE 1705.7 REQUIRED SPECIAL INSPECTIONS AND TESTS OF DRIVEN DEEP FOUNDATION ELEMENTS				
1. VERIFY ELEMENT MATERIALS, SIZES, & LENGTHS COMPLY WITH THE REQUIREMENTS.	●			
2. DETERMINE CAPACITIES OF TEST ELEMENTS & CONDUCT ADDITIONAL LOAD TESTS, AS REQUIRED.	●			
3. INSPECT DRIVING OPERATIONS & MAINTAIN COMPLETE & ACCURATE RECORDS FOR EACH ELEMENT.	●			
4. VERIFY PLACEMENT LOCATIONS & PLUMBNESS, CONFIRM TYPE & SIZE OF HAMMER, RECORD NUMBER OF BLOWS PER FOOT OF PENETRATION, DETERMINE REQUIRED PENETRATIONS TO ACHIEVE DESIGN CAPACITY, RECORD TIP & BUTT ELEVATIONS & DOCUMENT ANY DAMAGE TO FOUNDATION ELEMENT.	●			
5. FOR STEEL ELEMENTS, PERFORM ADDITIONAL SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705.2.	IN ACCORDANCE WITH SECTION 1705.2			
6. FOR CONCRETE ELEMENTS & CONCRETE-FILLED ELEMENTS, PERFORM TESTS & ADDITIONAL SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705.3.	IN ACCORDANCE WITH SECTION 1705.3			
7. FOR SPECIALTY ELEMENTS, PERFORM ADDITIONAL INSPECTIONS AS DETERMINED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE.	IN ACCORDANCE WITH STATEMENT OF SPECIAL INSPECTIONS			
IBC TABLE 1705.8 REQUIRED SPECIAL INSPECTIONS AND TESTS OF CAST-IN-PLACE DEEP FOUNDATION ELEMENTS				
1. INSPECT DRILLING OPERATIONS & MAINTAIN COMPLETE & ACCURATE RECORDS FOR EACH ELEMENT.	●			
2. VERIFY PLACEMENT LOCATIONS & PLUMBNESS, CONFIRM ELEMENT DIAMETERS, BELL DIAMETERS (IF APPLICABLE), LENGTHS, EMBEDMENT INTO BEDROCK (IF APPLICABLE) & ADEQUATE END-BEARING STRATA CAPACITY. RECORD CONCRETE OR GROUT VOLUMES.	●			
3. FOR CONCRETE ELEMENTS PERFORM TESTS & ADDITIONAL SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705.3.	IN ACCORDANCE WITH SECTION 1705.3			
COLD-FORMED STEEL CONSTRUCTION (IBC 1705.11.3)				
COMPONENTS OF WIND AND SEISMIC-FORCE RESISTING SYSTEMS.		●	VERIFY PROPER SCREW ATTACHMENT, BOLTING & ANCHORING OF SHEAR WALLS, BRACES & HOLDOWNS HAVING A FASTENER SPACING OF ≤ 4"O.C.	
OTHER THAN STRUCTURAL STEEL (IBC 1705.2.2)				
STEEL ROOF & FLOOR DECK				
MATERIAL VERIFICATION OF STEEL DECK		●	IDENTIFICATION MARKINGS PER APPLICABLE ASTM STANDARD	
ROOF AND DECK WELDS		●	VERIFY THAT WELDS CONFORM TO AWS D1.3.	
WELDING OF REINFORCING STEEL				
VERIFICATION OF WELDABILITY (EXCEPT A706 BAR)		●	VERIFY MATERIAL IS ABLE TO CONFORM TO AWS D1.4.	
STRUCTURAL STEEL CONSTRUCTION (IBC 1705.2, 1705.11, 1705.12)				
PRIOR TO WELDING (TABLE NS.4-1, AISC 360-10)				
VERIFY WELDING PROCEDURES	●			
MATERIAL IDENTIFICATION		●	VERIFY TYPE & GRADE OF MATERIAL.	
WELDER IDENTIFICATION	●		VERIFY THERE IS A SYSTEM IN PLACE TO IDENTIFY THE WELDER WHO HAS WELDED A JOINT OR MEMBER.	
FIT-UP GROOVE WELDS		●	VERIFY JOINT PREPARATION, DIMENSIONS, CLEANLINESS, TACKING & BACKING.	
ACCESS HOLES		●	VERIFY CONFIGURATION & FINISH.	
FIT-UP FILLET WELDS		●	VERIFY ALIGNMENT, GAPS AT ROOT, CLEANLINESS OF STEEL SURFACES, TACK WELD QUALITY & LOCATION.	
DURING WELDING (TABLE NS.4-2, AISC 360-10)				
USE OF QUALIFIED INSPECTORS		●	VERIFY THAT WELDERS ARE APPROPRIATELY QUALIFIED.	
CONTROL & HANDLING OF WELDING CONSUMABLES		●	VERIFY PACKAGING & EXPOSURE CONTROL.	
CRACKED TACK WELDS		●	VERIFY WELDING IS NOT OVER A CRACKED TACK WELD.	
ENVIRONMENTAL CONDITIONS		●	VERIFY WIND SPEED IS WITHIN LIMITS AS WELL AS PRECIPITATION & TEMPERATURE.	
WPS FOLLOWED		●	VERIFY ITEMS SUCH AS WELDING EQUIPMENT SETTINGS, TRAVEL SPEED, WELDING MATERIALS, SHIELDING GAS TYPE/ FLOW RATE, PREHEAT APPLIED, INTERPASS TEMPERATURE MAINTAINED, & PROPER POSITION	
WELDING TECHNIQUES		●	VERIFY INTERPASS & FINAL CLEANING, EACH PASS IS WITHIN PROFILE LIMITATIONS, & QUALITY OF EACH PASS.	
AFTER WELDING (TABLE NS.4-3, AISC 360-10)				
WELDS CLEANED		●	VERIFY THAT WELDS HAVE BEEN PROPERLY CLEANED.	
SIZE, LENGTH & LOCATION OF WELDS	●			
WELDS MEET VISUAL ACCEPTANCE CRITERIA	●			
ARC STRIKES	●			
K-AREA	●			
BACKING & WELDING TABS REMOVED	●			
REPAIR ACTIVITIES	●			
DOCUMENT ACCEPTANCE/REJECTION OF WELD	●			
NONDESTRUCTIVE TESTING (TABLE NS.5, AISC 360-10)				
CJP WELDS (RISK CAT. II)		●	ULTRASONIC TESTING SHALL BE PERFORMED ON 10% OF CJP GROOVE WELDS IN BUTT, T-AND CORNER JOINTS SUBJECT TO TRANSVERSELY APPLIED TENSION LOADING IN MATERIALS ¾" THICK OR GREATER. TESTING RATE MUST BE INCREASED IF > 5% OF WELDS HAVE UNACCEPTABLE DEFECTS.	
ACCESS HOLES (FLANGE > 2")	●			
WELDED JOINTS SUBJECT TO FATIGUE	●			
OTHER STEEL INSPECTIONS (TABLE NS.7, AISC 360-10; TABLES J8-1 AND J10-1, AISC 341-10)				
STRUCTURAL STEEL DETAILS		●	ALL FABRICATED STEEL & THEIR CONNECTIONS SHALL BE INSPECTED TO VERIFY COMPLIANCE WITH THE DETAILS SHOWN IN APPROVED PLANS.	
ANCHOR RODS/EMBEDS SUPPORTING STRUCTURAL STEEL		●	SHALL BE ON THE PREMISES DURING THE PLACEMENT OF ANCHOR RODS/EMBEDMENTS. VERIFY DIAMETER, GRADE, TYPE, & LENGTH OF ELEMENT & THE EXTENT OR DEPTH OF EMBEDMENT PRIOR TO PLACEMENT OF CONCRETE.	
REDUCED BEAM SECTIONS (RBS)		●	VERIFY CONTOUR & FINISH AS WELL AS DIMENSIONAL TOLERANCES (SEE TABLE J8-1 OF AISC 341).	
PROTECTED ZONES		●	VERIFY VERIFY THAT NO HOLES OR UNAPPROVED ATTACHMENTS ARE MADE WITHIN THE PROTECTED ZONE (SEE TABLE J8-1 OF AISC 341).	

CONCRETE

- ALL CONCRETE SHALL BE READY MIXED AND SUPPLIED IN ACCORDANCE WITH SPECIFICATION REQUIREMENTS. NO WATER SHALL BE ADDED TO MIX AT JOB SITE.
- MINIMUM COVER REQUIREMENTS:
  CAST AGAINST EARTH = 3"
  FORMED WALLS = 1½"
  TOP OF SLAB = 1"
- CHAMFER ALL EXPOSED CORNERS ¾" UNLESS NOTED
- OPENINGS IN CONCRETE WALLS OF 2'-0" or GREATER IN EITHER DIRECTION SHALL HAVE 2 - #4 BARS ALL SIDES & SHALL EXTEND 24" BEYOND OPENING.
- COLD WEATHER CONCRETING GUIDELINES TO BE FOLLOWED IN COLD TEMPERATURES.
- FLYASH TYPE "F" or TYPE "C" MAY BE USED TO REPLACE NO MORE THAN 10% OF THE CEMENT CONTENT.
- CONCRETE SLUMP SHALL BE 2'-6" IF NO ADMIXTURES ARE USED. SLUMP MAY BE INCREASED TO 7½" MAX. IF ADMIXTURES ARE USED. 5-7% AIR ENTRAINED FOR ALL FOUNDATIONS & EXTERIOR SLABS.
- MAXIMUM AGGREGATE SIZE OF 1" MINUS OR ¾" NOMINAL.
- TYPE "1", TYPE "2", OR TYPE "1L" CEMENT IS ACCEPTABLE.

MATERIALS:

ANCHOR BOLTS: ASTM F1554 BOLTS

CONCRETE LOCATION	MIN. Fc (28 DAYS)
ELEVATED SLABS	3500 PSI @ 28 DAYS
FOUNDATIONS	3500 PSI @ 28 DAYS
INTERIOR SLAB ON GRADE	3500 PSI @ 28 DAYS
EXTERIOR SLAB ON GRADE	4000 PSI @ 28 DAYS

CAST IN-PLACE CONCRETE:

- CONCRETE MIXES SHALL BE DESIGNED PER ACI 318-19
- CONCRETE SHALL CONFORM TO THE FOLLOWING PROPERTIES:

AT CONTRACTOR'S OPTION, AN APPROVED ADMIXTURE MAY BE USED TO PRODUCE FLOWABLE CONCRETE. MAXIMUM SLUMP SHALL NOT EXCEED 10 INCHES. THE CONTRACTOR SHALL SUBMIT TEST RESULTS OF THE PROPOSED CONCRETE MIXES ALONG WITH THE MANUFACTURER'S TECHNICAL DATA FOR APPROVAL PRIOR TO POURING CONCRETE.

ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 318-19.
HOT WEATHER CONCRETING PER ACI 305.
COLD WEATHER CONCRETING PER ACI 306.

ALL REINFORCING STEEL SHALL BE SET AND TIED IN PLACE PRIOR TO POURING OF CONCRETE. EXCEPT THE VERTICAL DOWELS FOR MASONRY WALL REINFORCING MAY BE "FLOATED" IN PLACE. DO NOT FIELD BEND BARS PARTIALLY EMBEDDED IN HARDENED CONCRETE UNLESS SPECIFICALLY INDICATED OR APPROVED BY THE ENGINEER.

REINFORCING STEEL SHALL BE DETAILED IN ACCORDANCE WITH ACI 318-19.

BAR SUPPORTS AND HOLDING BARS SHALL BE PROVIDED FOR ALL REINFORCING STEEL TO INSURE MINIMUM CONCRETE COVER. BAR SUPPORTS SHALL BE PLASTIC TIPPED OR STAINLESS STEEL.

FORMWORK SHALL REMAIN IN PLACE UNTIL CONCRETE HAS OBTAINED AT LEAST 90% OF ITS 28 DAY COMPRESSIVE STRENGTH. THE CONTRACTOR SHALL PROVIDE ALL SHORING AND RE-SHORING.

REINFORCING STEEL:

- LAP REQUIREMENTS: 40 BAR DIAMETERS COMPRESSIVE OR TENSION OR 60 BAR DIAMETERS IN HIGH-TENSION ZONES DESIGNATED ON PLANS.
- FOUNDATION CORNERS REINFORCED W/ BARS EQUAL IN SIZE & SPACING TO HORIZONTAL WALL REBAR W/ LEGS OF 40 BAR DIAMETERS MIN.
- REBAR NOT TO BE WELDED UNLESS ASTM A706 GRADE REBAR IS PROVIDED
- REBAR SHALL BE SECURELY TIED IN-PLACE WITH #16 ANNEALED IRON WIRE.
- CHAIRS SHALL BE USED IN SLABS FOR PROPER PLACEMENT.
- ALL WELDED WIRE FABRIC SHALL BE IN ACCORDANCE WITH ASTM A185-97, CENTERED IN SLAB.
- REINFORCING STEEL BARS :
  #4 THRU #10 BARS: ASTM A615 - GRADE 60
  #2 & #3 BARS: ASTM A615 - GRADE 40
- WELDED WIRE FABRIC (W.W.F.): ASTM A185

FOUNDATION BEARING NOTES:

-FOUNDATION PREP SHALL BE IN ACCORDANCE WITH GEOTECHNICAL REPORT. GEOTECHNICAL RECOMMENDATIONS SUPERCEDE ALL GENERIC RECOMMENDATIONS BELOW. THE FOLLOWING GUIDELINES ARE ONLY TO BE UTILIZED IF A GEOTECHNICAL REPORT IS NOT PROVIDED.
-PROVIDE BASE BENEATH SLAB PER GEOTECHNICAL REPORT. IF NO GEOTECHNICAL REPORT IS SUBMITTED, "KRIVONEN STRUCTURAL ENGINEERS" WILL NOT BE LIABLE FOR DAMAGES RELATED TO FOUNDATION SETTLEMENT or HEAVE.
-PROVIDE 4" LAYER OF ¾" MINUS ROADMIX BELOW SL

STRUCTURAL NOTES (CONT.)

WOOD FRAMING

- ALL WOOD FRAMING MATERIALS SHALL BE SURFACE DRIED WITH A MAXIMUM OF 9% MOISTURE CONTENT.
- ALL LUMBER FLOOR OR ROOF FRAMING SHALL BE BRACED AT MIDSPAN AND NO MORE THAN 8'-0" CENTERS WITH FULL DEPTH BLOCKING.
- ALL FRAMING EXPOSED TO THE WEATHER OR EXPOSED TO CONCRETE OR MASONRY SHALL BE PRESSURE TREATED IN ACCORDANCE WITH THE AMERICAN WOOD PRESERVES ASSOCIATION SPECIFICATIONS.
- BOLT HOLES SHALL BE CAREFULLY DRILLED NOT MORE THAN 1/16" LARGER THAN THE BOLT DIAMETER. BOLTED CONNECTIONS SHALL BE SNUGGED TIGHT BY NOT TO THE EXTENT OF CRUSHING THE WOOD UNDER WASHERS.
- WOOD MEMBERS SHALL BE BOLTED WITH A307 HOT DIPPED GALVANIZED BOLTS.

WOOD JOISTS:

- BCI JOIST FABRICATOR TO SUPPLY CONTRACTOR WITH INSTALLATION GUIDELINES, SHOP DRAWINGS INDICATING LENGTH & SPACING REQUIREMENTS & DETAILING AS REQUIRED FOR INSTALLATION.
- BCI BLOCKING & NECESSARY HARDWARE FOR INSTALLATION TO BE PROVIDED BY JOIST MANUFACTURER.
- TJI JOIST SUBSTITUTE TO BE EQUAL QUALITY & PERFORMANCE TO BCI'S SPECIFIED.
- WOOD I-JOISTS SHALL NOT BE CUT, NOTCHED, COPED, DRILLED, NOR OTHERWISE ALTERED IN ANY WAY UNLESS SPECIFICALLY CONDUCTED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN REQUIREMENTS.
- ALL ROOF JOISTS SHALL BE POSITED WITH NATURAL CAMBER TURNED "UP"

WOOD TRUSSES:

- ROOF TRUSS DESIGN LOADS ARE 30 PSF SNOW + ADDITIONAL SNOW DRIFT LOADS ON PLAN + 8 PSF DEAD TOP CHORD & 7 PSF DEAD BOTTOM CHORD. ADDITIONALLY, BOTTOM CHORDS SHALL BE DESIGNED FOR 10 PSF ATTIC LIVE LOAD (ASSUMED ATTIC ACCESS OPENING IS SMALLER THAN 20"x30")
- TRUSS SUPPLIER TO FURNISH CONTRACTOR WITH SHOP DRAWINGS. INCLUDED IN THIS SUBMITTAL ARE STRESS DIAGRAMS, CONNECTOR DESIGNATIONS AND BRIDGING AND/OR BLOCKING REQUIREMENTS.
- ADDITIONALLY, TRUSS MANUFACTURER IS TO PROVIDE INSTRUCTIONS TO CONTRACTOR FOR INSTALLATION OF PREMANUFACTURED TRUSS UNITS.
- TRUSS DRAWINGS ARE DIAGRAMMATICAL & ARE THEREFORE INTENDED TO ESTABLISH OUTLINES OF TRUSS CONFIGURATIONS.
- TRUSS DESIGN TO ACCOUNT FOR SECONDARY BENDING STRESSES DUE TO DEAD, LIVE, AND WIND LOADS SHALL BE CONSIDERED BY THE MANUFACTURER.
- TRUSS MEMBERS AND COMPONENTS SHALL NOT BE CUT, NOTCHED, OR ALTERED IN ANY WAY WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- WOOD TRUSSES SHALL BE ERECTED IN ACCORDANCE WITH THE TRUSS MANUFACTURER'S REQUIREMENTS BY AN EXPERIENCED CONTRACTOR.

WOOD STUD WALLS:

-PROVIDE FULL DEPTH BLOCKING AT MIDHEIGHT ALL INTERIOR BEARINGS STUD WALLS
-PROVIDE 2x BLOCKING (ON EDGE IF SHEATHING IS ON 1-FACE & FLAT IF SHEATHING IS ON 2-FACES) AT SHEATHING PANEL JOINTS IN SHEAR WALLS.
-BEARING WALLS TO HAVE DOUBLE (CONT.) 2x6 TOP PLATES W/ STAGGERED SPLICES UNLESS NOTED OTHERWISE.
-BOTTOM WALL PLATES OR VERTICAL STUDS IN CONTACT WITH CONCRETE TO BE PRESSURE TREATED.
-PROVIDE 2x6 @ 16"O.C. VERTICAL FRAMING @ ALL BEARING & EXTERIOR WALLS UNLESS NOTED OTHERWISE.
-PROVIDE DOUBLE BEARING TRIMMER STUDS & DOUBLE FULL HT. KING STUDS @ ALL EXTERIOR WALL OPENING JAMBS UNLESS NOTED OTHERWISE.
-PROVIDE STUD PACKS BENEATH GIRDER TRUSSES OR BEAMS EQUAL TO OR GREATER THAN THE WIDTH OF THE MEMBER BEING SUPPORTED UNLESS NOTED OTHERWISE.
-LAMINATIONS OF STUD PACKS TO BE STITCHED TOGETHER W/ 16d RING-SHANKED NAILS @ 12"O.C.
-STUD PACKS, POSTS, & BLOCKING TO BE STACKED CONTINUOUSLY TO FOUNDATION UNLESS NOTED OTHERWISE.

PLYWOOD AND OSB SHEATHING:

- ALL PLYWOOD AND OSB CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE AMERICAN PLYWOOD ASSOCIATION (APA) SPECIFICATIONS.

ROOF & FLOOR DIAPHRAGMS:

- INSTALL PLYWOOD OR OSB PANELS WITH THE LONG DIMENSION OF THE PANELS ACROSS THE SUPPORTS AND WITH THE PANEL CONTINUOUS OVER TWO OR MORE SPANS. STAGGER PANEL END JOINTS. ALLOW 1/8" SPACING BETWEEN PANEL ENDS & EDGES UNLESS OTHER WISE RECOMMENDED BY PANEL MANUFACTURER. (SEE SHEAR DIAPHRAGM ELEVATION)

SHEAR WALLS:

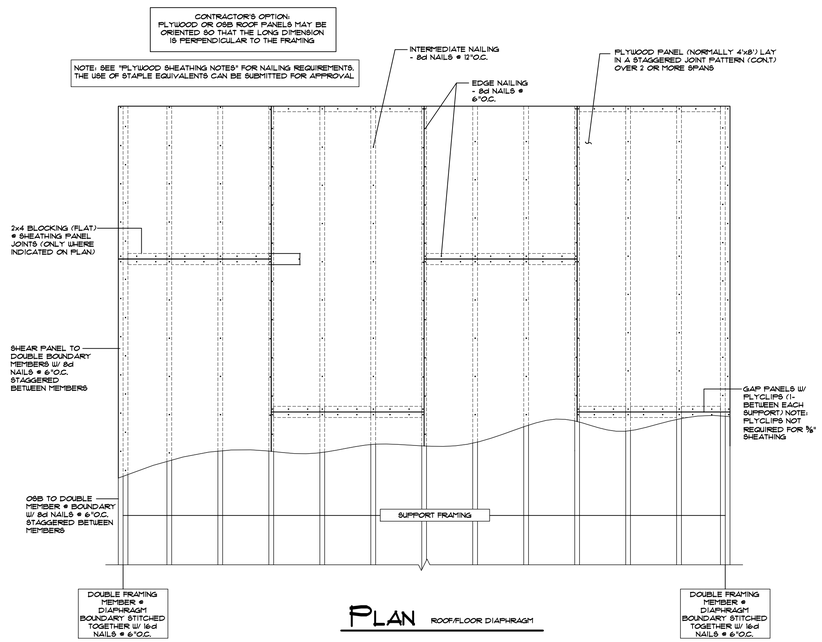
- INSTALL PLYWOOD OR OSB PANELS WITH THE LONG DIMENSION OF THE PANELS ACROSS THE SUPPORTS AND WITH THE PANEL CONTINUOUS OVER TWO OR MORE SPANS. PANELS TO BE ORIENTED VERTICALLY OR HORIZONTALLY.
- PROVIDE 2x4 BLOCKING (FLAT TO PANEL) AT UNSUPPORTED PANEL EDGES AS FOLLOWS:
  ROOF AND FLOORS = AT AREAS INDICATED ON PLANS.
  WALLS = ALL EXTERIOR WALLS AND INTERIOR WALLS AS SHOWN ON PLANS.

MATERIALS:

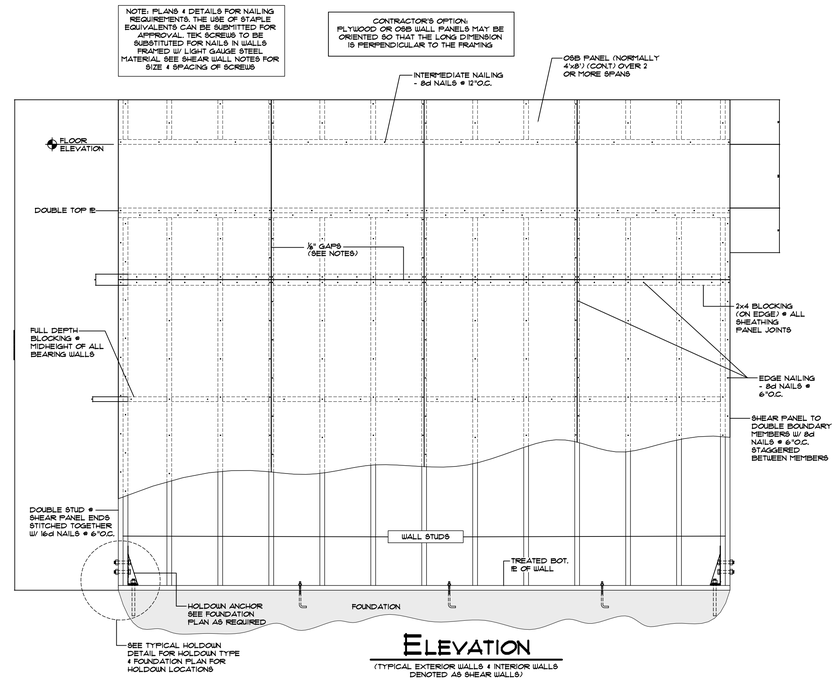
DIMENSIONAL FRAMING:
LUMBER - #1 HEM FIR: Fb = 975 PSI, Fv = 150 PSI, E = $1.5x10^6$ PSI
2x4 FRAMING-#1 HEM FIR (CONSTRUCTION GRADE): Fb = 925 PSI, Fv = 135 PSI, E = $1.5x10^6$ PSI
LVL BEAMS:
1¾" = Fv = 285 PSI, Fb = 2800 PSI, E = $2.0x10^6$ PSI
3½" or WIDER = Fv = 285 PSI, Fb = 3100 PSI, E = $2.0x10^6$ PSI
GLU-LAM BEAMS (V8 ORIENTATION): Fv = 265 PSI, Fb = 2400 PSI, E = $1.8x10^6$ PSI
POSTS: HEM FIR #1
VERSA-STUD 1.7 2400: Fv = 285 PSI, Fb = 2400 PSI, Fc = 3000 PSI, E = $1.7x10^6$ PSI

NAILING SCHEDULE:

CONNECTION	ATTACHMENT
JOIST TO SILL OR GIRDER, TOENAIL	(3)-10d
BRIDGING TO JOIST, TOENAIL EACH END	(2)-10d
SOLE PLATE TO JOIST OR BLOCKING, FACE NAIL	(3)-10d TOENAILS
TOP PLATE TO STUD, END NAIL	(2)-16d
STUD TO SOLE PLATE	(4)-8d TOENAIL or (2)-16d
DOUBLE STUDS, FACE NAIL	16d @ 24"O.C.
DOUBLE TOP PLATES, FACE NAIL	16d @ 16"O.C.
BUILT-UP STUD PACKS	20d @ 6"O.C.
TOP PLATES, LAPS AND INTERSECTIONS, FACE NAIL	(2)-16d
CONTINUOUS HEADER, TWO PIECES	16d @ 15"O.C.
ROOF JOISTS TO PLATE, TOENAIL	(3)-10d
CONTINUOUS HEADER TO STUD, TOENAIL	(4)-10d
ROOF JOISTS, LAPS OVER PARTITIONS, FACE NAIL	(3)-10d
ROOF JOISTS TO PARALLEL RAFTERS, FACE NAIL	(3)-16d
BUILT-UP CORNER STUDS	20d @ 24"O.C.
BUILT-UP CORNER BEAMS	20d @ 32'O.C.
⅜"(40/20) OSB ROOF SHEATHING (LAY SHEATHING IN STAGGERED CONFIGURATIONS AT PANEL EDGE)	8d @ 6" O.C. @ EDGES 8d @ 12"O.C. @ INTERMEDIATE FRAMING OR 1½"x16ga STAPLES @ 6"O.C. @ PANEL EDGES & @ 12"O.C. @ INT. FRAMING. (STAPLES ONLY PERMITTED IF ALL DIAPHRAGM PANEL JOINTS ARE BLOCKED)
7/16" (GRADE 2-M-W) OSB WALL SHEATHING (2x BLOCKING @ ALL PANEL JOINTS)	8d @ 6"O.C. @ EDGES 8d @ 12"O.C. @ INTERMEDIATE FRAMING OR 1½"x16ga STAPLES @ 4"O.C. @ PANEL EDGES & @ 12"O.C. @ INT. FRAMING.
¾" (48/24) T&G OSB SUBFLOOR (NAILING + CONTINUOUS BEAD OF CONSTRUCTION ADHESIVE)	8d @ 6"O.C. @ EDGES 8d @ 12"O.C. @ INTERMEDIATE FRAMING
½" (32/16) TREATED PLYWOOD TO BE USED TO SHEATH ALL BUILT-UP EXTERIOR COLUMNS OR SOFFITS WHERE MOISTURE MAY ACCUMULATE	#8d SHEATHING TEKS @ 6"O.C. @ EDGES & @ 12"O.C. @ INTERMEDIATE FRAMING (GALVANIZED NAILING)



PLAN ROOF/FLOOR DIAPHRAGM



ELEVATION
(TYPICAL EXTERIOR WALLS & INTERIOR WALLS DENOTED AS SHEAR WALLS)

PRELIMINARY
NOT FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION.

PROJECT #: 2501
DATE: 12/4/25
DRAWN BY: TB
REVISIONS:

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KRIVONEN STRUCTURAL ENGINEERS

SKYVIEW APARTMENTS
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Billings, Montana

ARC CONSTRUCTION CONSULTING

PROGRESS PRINTS NOT FOR CONSTRUCTION 12/19/25

Notes Cont.

S3.1

12/19/25 25241s3-NOTES.dwg

printed scale: 1/8" = 1'-0"

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Phone: (406) 282-7082

MECHANICAL SCHEMATIC DESIGN NARRATIVE

PROJECT: Skyview Apartments in Billings, MT

Date: December 19, 2025

HVAC SYSTEMS

The project consists of 3 separate buildings. Each building consists of 2 stories of residential above full crawlspace. Building 1 consists of 6 units with an office and riser room at level 1 and storage rooms on both floors. Building 2 consists of 8 units with riser room at level 1 and storage rooms on both floors. Building 3 consists of 4 units with riser room at level 1 and storage rooms on both floors.

Design Parameters for HVAC Design:
(Information for Billings, MT from ASHRAE Fundamentals Weather Data)

- Summer:
  - Outdoor Design Conditions: 94.9°F db, 62.6°F wb, 25.0 MPH wind speed.
  - Indoor Design Conditions: 73.0°F db at 40%RH (or less).
- Winter:
  - Outdoor Design Conditions: -15.8°F db, 18.0 MPH wind speed.
    - (-25°F will be used in design load calculations)
  - Indoor Design Conditions: 70°F db, 15-20% RH.

Building Ventilation and Exhaust systems. Per IECC Section C202 the buildings in this project fall under the definition of a Residential Building. As such, per IECC Section R403.6.1, the buildings/dwelling units are not required to have heat or energy recovery ventilation.

Per IMC the dwelling units will be treated as Commercial spaces and ventilated per IMC Section 403.3.2. The furnaces serving each dwelling unit will be provided with ~50/75 cfm of outside air to each unit, then ~25 cfm of mixed air will be ducted from each main level unit to the crawl space with a 3” diameter duct.

The crawl space of each building will be designed with an exhaust ventilation system consisting of an exhaust fan in the crawl space ducted to the exterior on Level 1.

The HVAC system in the residential units is to be a vertical Furnace with DX cooling and Natural Gas heating with condensing units or heat pumps mounted on concrete pads at exterior grade level.
Residential Unit systems are as follows:

- Each residential unit will have one furnace with an estimated input capacity of 44,000 BTU/hr (18 units total).
- Individual exhaust fans (or grilles) will be designed in each bathroom. Exhaust will be ducted to the exterior sidewall with a clearance of 3’ to any operable opening part of the building.
- Units will have an intermittent kitchen exhaust hood designed and routed to the exterior with a clearance of 3’ to any operable opening part of the building. The exhaust rate of the Kitchen Exhaust fan will be designed below 400 cfm to meet current Mechanical code.
- The Units will be designed to meet Mechanical ventilation for the space. Adequate ventilation air based on minimum airflows derived by Chapter 4 of the Mechanical code.

- Ductwork is required to be installed in ceilings and soffit spaces. Close coordination will be required with all other trades.
- Dryer venting will be extended to the exterior sidewall. A dryer booster fan will be required for each unit if the total ductwork distance does not meet the minimum mechanical requirements.
- All duct penetrations will be routed to the sides of the buildings facing away from the property.

Storage rooms and Mechanical rooms will be conditioned with an electric unit heater for primary heat.

Building 1 Office will be provided with a Wall mounted Fan Coil Unit and an electric unit heater for back up heat. The space will be provided with ventilation air by means of a bathroom exhaust fan and door/windows opening.

Water riser room will be conditioned with an electric unit heater.

PLUMBING SYSTEMS

- Plumbing systems for each building will be designed. Systems include domestic water, sanitary sewer, radon and natural gas.
- A radon system will be designed in the crawlspaces of each building. Risers from the crawl spaces to the roof will be required. Plans will include information for potential future radon fans in attic spaces.
- One Sanitary sewer main connection will be designed with a separate branch serving each building. PVC soil pipe will be specified for the vertical and horizontal sections of the sewer system. PVC is allowed for the vent piping.
- No building storm drainage will be included in design at this time.
- At Owner option, PVC pipe can be replaced with Cast Iron for better sound mitigation between floors the building for sanitary piping.
- One Water meter and service connection will be designed for the site with a separate branch serving each building.
- At this time, a manifold with shut off valves for cold water distribution will be designed for each unit in the mechanical/storage room. Cold water supply for each unit will be routed through the crawl space from the mechanical/storage room.
- Plumbing fixtures will be specified for each restroom and residential unit. These include kitchen sinks, toilets, bath/showers, floor drains, dishwashers, lavatories, and other miscellaneous fixtures. Domestic hot and cold piping and waste and vent piping will be designed.
- Residential units will be designed with an electric water heater.
- Residential hot water pipes will be designed with insulation to meet code.
- Foundation drains will be routed to sump pumps in each building crawl space.
- ADA fixtures including insulation will be required in all ADA units.
- Instant electric water heater will be required for the Building 1 Office restroom.
- Lawn sprinkler supply and back flow will be served by a well. No work will be shown on Plumbing plans.

TEMPERATURE CONTROLS

- Controls for the Building 1 Office are anticipated to be standalone digital programmable thermostats, will be required.
- Controls for the residential units are anticipated to be standalone digital programmable thermostats, Nest type.

UTILITIES

- A new 1-1/2” domestic water service is anticipated. This will serve all 3 buildings with separate branches off the main for each building. As long as city water pressure is a minimum of 60 psi, a booster system is not anticipated.

- A new 6” sewer service is anticipated. This will serve all 3 buildings with separate branches off the main for each building.
- A separate gas meter will be designed for each unit at this time. There will be 18 total gas meters (6 for Building 1, 8 for Building 2 and 4 for Building 3). Gas pressure will be 7” W.C.
    - Building 1 natural gas service will be sized for an estimated total of 264,000 BTU/hr with a manifold size of 1-1/4” pipe. Individual gas lines to each unit will be roughly 3/4" diameter.
    - Building 2 natural gas service will be sized for an estimated total of 352,000 BTU/hr with a manifold size of 1-1/2” pipe. Individual gas lines to each unit will be roughly 3/4" diameter.
    - Building 3 natural gas service will be sized for an estimated total of 176,000 BTU/hr with a manifold size of 1” pipe. Individual gas lines to each unit will be roughly 1/2" diameter.
- A new fire service will be required. Fire service size and routing will need to be coordinated with the fire sprinkler system designer and the civil engineer.

MECHANICAL SPACE REQUIREMENTS

- The following mechanical space requirements are anticipated at this time:
    - A water service and fire service room will be required in grade level room. A 10.5’x5’ room is required.
    - Space on the exterior grade level will be required for condensing units (or heat pumps) serving the residential levels. The condensing units are anticipated to be 24”x24” mechanical units.
    - Lowered Ceiling Space or soffits will be required in each residential unit for the ductwork to be installed in.
    - Space for a furnace will be required in each residential unit. A closet with a minimum of 36”x36” will be required for the furnace, cooling coil, piping and ductwork connections for each unit.
    - Space for a domestic water heater will be required in each residential unit. A closet with a minimum of 30”x30” will be required for the water heater, expansion tank, and water service valves for each unit.

Submitted by:
Ronald J. Alles,
Consulting Design Solutions, Inc.

CONSULTING DESIGN SOLUTIONS, INC.
7540 Churchill Road Manhattan, MT 59741
Phone: (406) 282-7082

ELECTRICAL SCHEMATIC DESIGN NARRATIVE

PROJECT: Skyview Apartments in Billings, MT

Date: December 19, 2025

ELECTRICAL SERVICE:

- The project consists of 3 separate buildings. Each building consists of 2 stories of residential above full crawlspace. Building 1 consists of 6 units with an office and riser room at level 1 and storage rooms on both floors. Building 2 consists of 8 units with riser room at level 1 and storage rooms on both floors. Building 3 consists of 4 units with riser room at level 1 and storage rooms on both floors.
- Building 1 will require a 400A, 208Y/120V, 3phase, 4 wire electrical service.
- Building 2 will require a 600A, 208Y/120V, 3phase, 4 wire electrical service.
- Building 3 will require a 400A, 208Y/120V, 3phase, 4 wire electrical service.
- The electrical services will be wall mount and are required to be on the exterior of the building in a location acceptable to Northwestern Energy.
- The electrical service will require 2-3 pad-mounted utility transformer. Pad-mounted transformers are required to be free from any portion of the building above them. Requirements and locations to be coordinated with Northwestern Energy. Assumed locations are inside city sidewalks.

ELECTRICAL SERVICE METERING/DISTRIBUTION:

- Building 1
  - 400A main and disconnect
  - House Meter:
    - One (1): 100A, 1 Phase House Panel.
  - Residential Units:
    - Six (6): 150A, 1 Phase Residential Tenants
- Building 2
  - 600A main and disconnect
  - House Meter:
    - One (1): 100A, 1 Phase House Panel.
  - Residential Units:
    - Eight (8): 150A, 1 Phase Residential Tenants
- Building 3
  - 400A main and disconnect
  - House Meter:
    - One (1): 100A, 1 Phase House Panel.
  - Residential Units:
    - Four (4): 150A, 1 Phase Residential Tenants
-

POWER:

- The common building space(s) will be designed to a complete level with mechanical and building equipment connections as well as general convenience receptacles throughout the space(s).
- The residential spaces will be designed to a complete level with mechanical and kitchen appliance connections as well as the required general convenience receptacles through the

space(s) to meet NEC requirements.
- Heat Trace provisions/rough-in to be provided at all gutters and downspouts.
- Exterior of the building will be provided with general convenience receptacles.
- Power will be provided to a new irrigation well.

LIGHTING

- The lighting within the common building spaces will be designed to a complete level with exterior building mounted lighting and interior lighting.
- All light fixture will be LED. Efficiency, cost, maintainability and aesthetics are all factors that are considered while selecting light fixtures for the building.
- The residential spaces will be designed to a complete level with interior lighting.
- Existing street lighting is to remain.

Light Fixtures:

- Storage and mechanical spaces will be illuminated with LED strip fixtures.
- General lamp holders will be provided in the crawl space for basic illumination.
- Leasing office and Residential Units will be illuminated with 4" LED Junction Box downlights throughout. A mirror with integral LED will be specified at the bathroom vanity.
- The exterior perimeter will be lit with wall packs and wall sconces at unit entrances and along egress pathway.
- Emergency egress lighting will be provided by a combination of adjustable head emergency wall fixtures (leasing office) and by feeding pre-determined exterior LED light fixtures from a lighting inverter.
- Exit signs will be provided to mark the paths of egress.
- Site lighting will consist of bollard lights placed at intervals along sidewalk. Bollard located outside fence at gate access locations. No pole mounted lights to be provided.

Lighting Controls:

- Leasing office and storage spaces will be controlled by local occupancy sensors.
- Exterior building mounted lighting and site lighting will be controlled by a light load controller with an astronomic timeclock function.
- Residential unit lighting will be controlled from local switches within each of the spaces.

SPECIAL SYSTEMS

Fire Alarm:

- A digital addressable fire alarm system will be provided to monitor the fire suppression system, provide a manual detection system and notify the occupants upon a general alarm.
- Residential units will be provided with notification as required by the International Building Code.

Cameras:

- Security camera systems will be coordinated with the security contractor. Rough-ins will be provided as needed.

IT Infrastructure:

- A Telecommunication Terminal Backboard(TTB) will be designed within the mechanical room for each building for a common demarcation point for all communication utilities serving both the commercial and residential tenants. Seven (7) 2" conduits will be provided to the TTB from an underground communications vault. This will be specified for communication utility connections on the exterior of the building.
- Residential units will be provided with individual IT media panels. Each residential unit will be provided with two (2) CAT6, one (1) CoAx (RG6), and one (1) Fiber from the TTB to the units IT media panel. From the IT media panel additional category and coax cabling will be provided to the individual data or TV outlets shown on the plans.
- IT media panel to be provided in leasing office.

Access Control:

- All exterior fenced entry gate(s) to be provided with access controls rough-in. Raceways shall be

provided from the gate(s) to the access control panel in the Building 1 mechanical room. Requirements to be coordinated with Security/Access controls provider.

Accessible Units:

- Two total units will be designed to be Type A accessible. Type A units will include specific sensory features for residents with hearing/vision impairments.

Submitted by: Kyle L. Heidema P.E. Consulting Design Solutions, Inc.

Skyview

Tax Increment Application Analysis-Summary

	Per General Contractor	Per Applicant		MT Code 7-15-4233	MT Code 7-15-4288	Total Allowability
Admin		$19,500	$ 19,500	$0	$19,500	$ 19,500
Site Improvements		$52,000	$ 52,000		$52,000	$ 52,000
Building		$82,495	$ 82,495		$82,495	$ 82,495
Site Work		$256,005	$ 256,005		$256,005	$ 256,005
Concrete		$0	$ -		$0	$ -
Metals		$0	$ -		$0	$ -
Wood & Plastic		$0	$ -		$0	$ -
Thermal & Moisture Protection		$0	$ -		$0	$ -
Doors & Windows		$60,000	$ 60,000		$60,000	$ 60,000
Finishes		$0	$ -		$0	$ -
Specialties		$0	$ -		$0	$ -
Special Construction		$30,000	$ 30,000		$30,000	$ 30,000
Mechanical		$0	$ -		$0	$ -
Electrical		$40,000	$ 40,000		$40,000	$ 40,000
Site Overhead		$0	$ -		$0	$ -
Land		$460,000	$ 460,000	$ -	$460,000	$ 460,000
Building Overhead		$6,173,640	$ 6,173,640	$ -		$ -
Total Project Cost		$7,173,640	$ 7,173,640	$ -	$ 1,000,000	$ 1,000,000

Project with land included			**Project without land included**		
Total Project Cost	$ 7,173,640		Total Project Cost	$ 6,713,640	
Maximum TIF Assistance (16.67% of Total Project Cost)	$ 1,195,846		Maximum TIF Assistance (16.67% of Total Project Cost)	$ 1,119,164	
Requested TIF Assistance	$ 1,000,000	13.94%	Requested TIF Assistance	$ 1,000,000	14.90%
EBURD committee recommendation			EBURD committee recommendation		
Payback Period:			**Payback Period:**		
Expected Increase in Taxable Value (80% of Project Cost)	$ 5,738,912		Expected Increase in Taxable Value (80% of Project Cost)	$ 5,370,912	
Commercial Tax Rate (1.89%)	$ 108,465		Commercial Tax Rate (1.89%)	$ 101,510	
Annual Tax Increment (69 mills)	$ 74,841		Annual Tax Increment (69 mills)	$ 70,042	
Payback Period (years)	13.4		Payback Period (years)	14.3	

EAST BILLINGS URBAN RENEWAL DISTRICT (EBURD)
Tax Increment Financing(TIF) Advisory Committee
Meeting Minutes

Date: 04-01-2026
Time: 12pm
Location: 319 N. 14th St (BIRDworks office)

1. Call to Order 12:00pm

attendance: Zack Terakedis, Mark Morse, Derek Stennerson, Hanna Teti, Jill Dawson, Pat Scott, Heather Doty & Wyeth Friday
absent: Thom Greenwood, Mark Nicholson & Allen Hodges

2. public comment (limit 3 minutes) NONE

3. agenda review & adjustments
   - review and approval of agenda
     - Mark Morse motion for approval Pat second all in favor
   - adjustments or additions
     - no additions no adjustments

4. approval of previous meeting minutes
   - review and approve meeting minutes from 3/4/2026
     - Mark motion for approval Derek second all in favor

5. old business
- none

6. new business

a. TIF application GL Development Skyline Residences

committee asks for the folloing to be completeed before presentation to council

1. Ownership / Entity Structure
- org chart of all entities involved
- Clarify ownership, roles, and which entity will be on the Development Agreement

2. NeighborWorks Clarification
- Clearly define NeighborWorks' role (financing only, not ownership)
- Update language to show TIF is reimbursement-based after project completion
- Clarify flow of funds so it does not appear the City is funding or guaranteeing an intermediary

3. Application Corrections
- Fix exhibit labeling (Exhibit E / financials issue)
- Include required financial documents (balance sheet, P&L, etc. for relevant entities)

4. Development Cost Breakdown
- Provide an itemized breakdown of soft costs (currently shown as a lump sum)
- provide itemized costs from GC as they come in

5. Financing Structure (Simple Explanation)
- Provide a brief, plain-language summary of the financing stack (tax credits, investor, NeighborWorks, etc.)

6. Applicant Clarity
- Ensure consistency in how the applicant is identified across the application and supporting materials

7. Unit Count Consistency
- Confirm and correct any discrepancies (e.g., Glacier Bank letter referencing 26 units vs. 18 units)
  - Motion Mark Morse to approve application without the land cost $460,000 reimbursement but allow to apply the funds to other portions of the project
  - Jill Dawson Second
- discussion of pros of including land in reimbursement after vote motion fails
  - Motion Hanna Teti to approve application as is in the amount of $1 million with the inclusion of the cost of land to be reimbursed (project as is)
  - Derek Setennerson second
    - in favor Pat Scott, Jill Dawson, Hanna Teti, Derek Stennerson , Zack Terakedis
    - dissenting Mark Morse
    - Motion passes

b. next meeting staff will be presenting the draft of two small grant programs. One for fencing another for frontage

7. meeting adjourned 1:14pm

RESOLUTION NO. 18-10750

A RESOLUTION OF THE CITY OF BILLINGS FORMING A POLICY FOR THE ADMINISTRATION OF URBAN RENEWAL AREAS OR DISTRICTS (URD) IN THE CITY.

WHEREAS, MCA, Title 7, Chapter 15, Part 42, Section 51 declares: General powers of municipalities in connection with urban renewal. Every municipality shall have all the power necessary or convenient:

(1) To carry out and effectuate the purposes and provisions of this part and part 43;

(2) To undertake and carry out urban renewal projects within the municipality, to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part and part 43, and to disseminate blight clearance and urban renewal information;

(3) To organize, coordinate, and direct, within the municipality, the administration of the provisions of this part and part 43 as they apply to such municipality in order that the objective of remedying blighted areas and preventing the causes thereof within such municipality may be most effectively promoted and achieved and to establish such new office or offices of the municipality or to reorganize existing offices in order to carry out such purpose most effectively;

(4) To exercise all or any part or combination of powers granted in this part or part 43; and

WHEREAS, the City of Billings reviews and adopts Urban Renewal Plans for each of its Urban Renewal Districts, and those Plans specify goals for each Urban Renewal District; and

WHEREAS, the City of Billings may establish local policies that guide the establishment, operations, funding and governance of urban renewal districts; and

WHEREAS, development of TIF (Tax Increment Financing) Policies would be in the best interest of the City.

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

That the City Council now makes and adopts the following TIF Policy:

CITY OF BILLINGS TAX INCREMENT FINANCE POLICY

1. PERMITTED USES OF TIF FUNDS. TIF funds may be used for costs outlined in MCA, Title 7, Chapter 15, Part 42, Section 88. Urban Renewal Plans adopted by the City may limit what TIF funds may be spent on in any Urban Renewal District. Eligible costs may include, but are not limited to:
   a. Land acquisition and assemblage, demolition and removal of structures, relocation of occupants, analysis to determine needs of an urban renewal area, administrative cost for redevelopment activities.
   b. Public infrastructure, including, but not limited to: streets, storm drains, parking, public buildings, water and sewer lines, sidewalks, utility connections.
   c. Private infrastructure with public benefit, including, but not limited to, building façades, windows, doors, fire suppression or alarm systems, storm drainage, environmental remediation, parking, and ADA access.

2. FINANCIAL ASSISTANCE THROUGH TIF. All financial assistance must be approved by the City Council prior to any activity receiving funding. Financial assistance should be requested prior to beginning construction. All activity (design and construction) must be completed prior to issuance of TIF funds from the City Finance Department. Financial thresholds and assistance tools are as follows:
   a. A minimum of $\geq$ $5 of private investment for every $1 of public investment is the preferred threshold to be met for each TIF application. The City Council reserves the right to approve any application that does not meet this minimum. The City Council also may make exceptions for projects of less than $100,000, and for publicly owned projects, properties or facilities.
   b. Grants may be made for uses listed in Part 1 above benefitting any government owned-land or buildings and for profit and non-profit businesses.
   c. Bonding may be available at the discretion of the City Council.
   d. All TIF grants will be formalized by a development agreement that must be signed by the grantee before the City will reimburse eligible expenses.

3. URD MANAGEMENT. Each URD in the City of Billings will be managed as follows:
   a. Each URD should maintain a non-profit advisory board to make recommendations to the City Council regarding TIF expenditures. Unless specifically authorized by a Memorandum of Understanding (MOU) referenced in 3(b) below, a majority of board members must own or lease property within the district, or must represent such owner or lessee, and may include representation from residential or commercial property owners or lessees. Advisory Boards must carry insurance for their members and provide proof of insurance to the City.
   b. A MOU must be executed between the advisory board and the City Council that defines the board's roles, responsibilities, authority, and processes, including for hiring and maintaining board support staff. The MOU must

contain language addressing conflict of interest situations for board members whose property may directly benefit from a TIF expenditure and for board support staff. The MOU also must include language that if there is the appearance of a conflict of interest the issue will be reviewed by City legal staff before moving forward.

c. Training for all URD advisory boards will be conducted biannually in coordination with City staff and URD support staff. The training must include, but is not limited to: review of URD and TIF laws, Administrative Rules, ethics, conflicts of interest, meeting management, and maintenance of minutes and records.

d. URD financial reporting will be consistent across all URDs and be set by coordination between the City Finance Director and the Planning and Community Services Director, and URD support staff.

e. TIF application review and City Council staff report preparation will be conducted by the Planning and Community Services Department Director, in coordination with the Assistant City Administrator, Finance Director, and URD support staff.

PASSED by the City Council and APPROVED this 9th day of July, 2018.

CITY OF BILLINGS

BY: William A Cole
William A. Cole, Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST

BY: Denise R. Bohlman
Denise R. Bohlman, City Clerk

ORDINANCE NO. 15-5652

AN ORDINANCE RELATING TO THE MODIFICATION OF THE EAST BILLINGS URBAN RENEWAL AREA; AND ADOPTING A MODIFIED URBAN RENEWAL PLAN, INCLUDING A TAX INCREMENT PROVISION.

Recitals:

WHEREAS, the City Council on April 13, 2015, conducted a public hearing on a proposal to modify an urban renewal area on specified property (as hereinafter defined, the "Property") to be designated "The East Billings Urban Renewal Area", and to adopt a modified urban renewal plan, as authorized by Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act").

WHEREAS, the Property is depicted on the attached Exhibit A and legally described on the attached Exhibit B (each of which is hereby incorporated herein and made a part hereof).

WHEREAS, opportunities have been presented to the City that make it desirable for the City to consider an urban renewal project within the District consisting of the acquisition of certain vacant or blighted properties, demolishing the blighted structures thereon, improving such properties with, landscaping, utilities, and other similar improvements, assembling such properties, and making the properties so improved available for private redevelopment in accordance with the Act.

WHEREAS, an urban renewal plan entitled the East Billings Urban Renewal Plan is attached hereto as Exhibit C (which is hereby incorporated herein and made a part hereof) (the "Plan"). The Plan contains a tax increment provision and will govern the operation and administration of the District.

WHEREAS, the Plan has been reviewed and approved by the Yellowstone County Board of Planning, as evidenced by the Board meeting minutes of March 24, 2015.

Ordinance:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Billings, Montana, as follows:

1. Findings. This Council hereby finds, determines and declares, based on the comments received at the public hearing and other studies and information available to this Council, that:

a. The Property presently contains structures and property that are in a state of substantial deterioration, are obsolete or defective, pose unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses, the present condition of the Property substantially impairs the sound functioning of the East Billings area of the City and its environs, is conducive to juvenile delinquency and crime, poses the threat of vandalism or mischief and fire or loss, constitutes an economic and social liability, and is a menace to the public health, safety, and welfare of the residents of the City. Accordingly, the Council finds that the Property is a blighted area within the meaning of Section 7-15-4210 of the Act. This Council finds that the rehabilitation, redevelopment or a combination thereof of the Property is necessary in the interest of the public, health, safety, morals or welfare of the residents of the City. This Council finds that undertaking measures to eradicate or diminish the blight affecting the Property will help to foster a more

dynamic, livable, and vibrant area.

b. No housing element or structure is disturbed by this District making no relocation necessary;

c. The modified Plan conforms to the Growth Policy or parts thereof of the City for the municipality as a whole;

d. The modified Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise;

2. Plan Adoption. The modified Plan is hereby adopted and approved in all respects, including without limitation, the segregation and application of tax increments as provided in Sections 7-15-4282 through 7-15-4293 of the Act as provided therein.

3. Effective Date. This Ordinance shall be in full force and effect from and after the date that is 30 calendar days after the date set forth below.

PASSED by the City Council on first reading April 13, 2015.

PASSED, ADOPTED AND APPROVED on second reading April 27, 2015.

CITY OF BILLINGS:

CITY OF BILLINGS * SEAL * YELLOWSTONE COUNTY, MONTANA

BY: Thomas W. Hanel
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin
Cari Martin, City Clerk

EXHIBIT A
MAP OF THE MODIFIED URBAN RENEWAL AREA

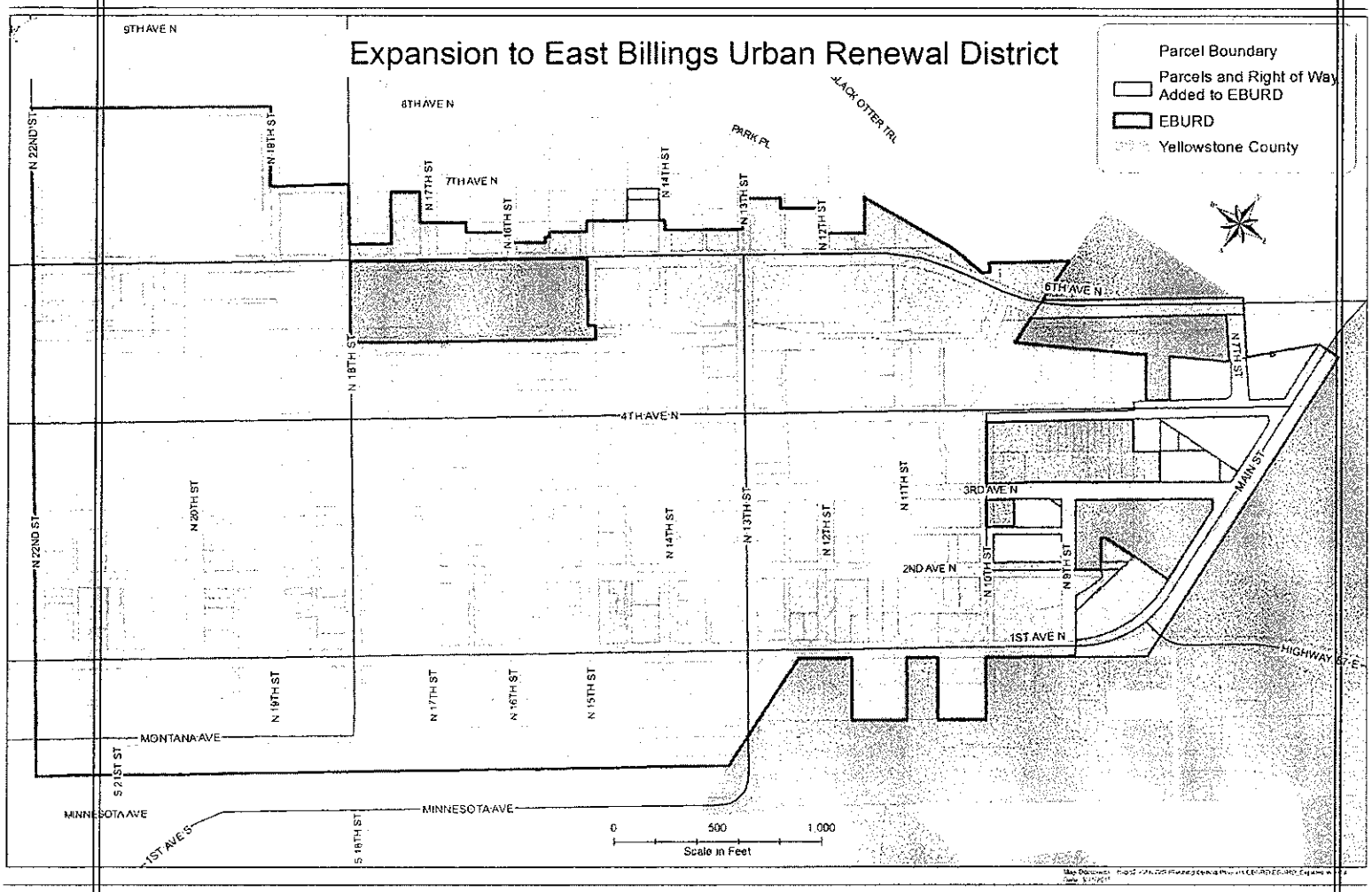

EXHIBIT B
LEGAL DESCRIPTION OF MODIFIED URBAN RENEWAL AREA

The legal description of the proposed 2015 Expanded East Billings Urban Renewal District is as follows:

A tract of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tract of land being a portion of Industrial Subdivision 4TH Filing: Being Lots 6 through 14 and 59 through 62, Block 11 of Industrial Subdivision 4TH Filing, Recorded March 25, 1963, under Document Number 703562, along with Vacated alley per Yellowstone County Board of Commissioners Resolution, Document Number 851395, filed November 14, 1969;
Also being Lot 5-A Block 11 of Industrial Subdivision 4TH Filing, Amended Plat of Lots 1, 2, 3, 4 & 5, Block 11, Recorded October 26, 1983, under Document Number 1284720; Including all adjacent Right-Of-Way of Main Street / US-312 / US-87 and 3RD Avenue North.

A tract of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tract of land being a portion of Industrial Subdivision 4TH Filing: Being Lots 53 through 58, Block 11 of Industrial Subdivision 4TH Filing, Recorded March 25, 1963, under Document Number 703562, along with Vacated alley per Yellowstone County Board of Commissioners Resolution, Document Number 851395, filed November 14, 1969; Including all adjacent Right-Of-Way 4TH Avenue North.

Tracts of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tract 1, Certificate of Survey Number 2212, Recorded October 26, 1983, under Document Number 1284766; Tract 1, Certificate of Survey Number 2213, Recorded October 26, 1983, under Document Number 1284767. Including all adjacent Right-Of-Way of Main Street / US-312 / US-87, 4TH Avenue North & North 7th Street.

A tract of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tract of land being a portion of Industrial Subdivision 2ND Filing: Being Lots 1 through 13, Block 6 of Industrial Subdivision 2ND Filing, Recorded June 28TH, 1949, under Document Number 451738. Including all adjacent Right-Of-Way of North 10TH Street, North 9TH Street, 2ND Avenue North and alley Right-Of-Way within said Block 6.

A tract of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Being Tract 1, Certificate of Survey Number 2196, Recorded July 22ND, 1983, under Document Number 1273745. Including all adjacent Right-Of-Way of Main Street / US-312 / US-87, 1ST Avenue North, 2ND Avenue North and adjacent alley.

Tracts of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tracts D1, E and F2, Second Amended Certificate of Survey Number 10, Recorded March 26, 1954, under Document Number 521451; Tracts F-1A and G-1, Amended Tracts F-1 and G of the Second Amended Certificate of Survey Number 10, Recorded November 26, 1979, under Document Number 1149504. Including all adjacent Right-Of-Way of 4TH Avenue North & North 7th Street.

Tracts of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Being Lots 18 through 26, Block 6 of Industrial Subdivision 2ND Filing, Recorded June 28TH, 1949, under Document Number 451738; Also being Tract 7 of Corrected Plat of Second Amended Plat of Certificate of Survey No. 491 Recorded October 10th, 1961, under Document Number 670519. Including all adjacent Right-Of-Way of North 9TH Street, 3RD Avenue North and alley Right-Of-Way within said Block 6.

Tracts of land situated in Section 33, T.1.N., R.26.E., P.M.M., Yellowstone County, City of Billings, Montana, more particularly described as: Being Lots 7-10 and Lots 11-12, Block 2, North Park Subdivision.

Road Right-of-Way Annexed and to be included in Modified EBURD

Being 6th Avenue North from the extended easterly Right-Of-Way line of North 7th Street and running in a southwesterly direction to the west section line of said Section 34;

North 7th Street from the southerly Right-Of-Way line of 6th Avenue North and running in a southeasterly direction to the extended northern lines of Certificate of Survey's 10 and 2212;

The south half of 4th Avenue North from the extended westerly lot line of Lot 53, Block 11 of Industrial Subdivision 4TH Filing, Recorded March 25, 1963, under Document Number 703562 and running in a southwesterly direction to the easterly Right-Of-Way line of North 10th Street;

3rd Avenue North from the extended westerly lot line of Lot 14, Block 11 of said Industrial Subdivision

4TH Filing, and running in a southwesterly direction to the east Right-Of-Way line of North 9th Street and from the extended westerly lot line of Lot 18, Block 6 of Industrial Subdivision 2ND Filing, Recorded June 28TH, 1949, under Document Number 451738 and running in a southwesterly direction to the easterly Right-Of-Way line of North 10th Street;

The north half of 2nd Avenue North adjacent to Lots 9 through 13, Block 5 of said Industrial Subdivision 2ND Filing;

The easterly half of North 10th Street from the extended centerline of 4th Avenue North and running in a southeasterly direction to the northerly alley Right-Of-Way line of Block 6 of said Industrial Subdivision 2ND Filing;

Main Street from the extended north line of Certificate of Survey Number 2196, Recorded July 22ND, 1983, under Document Number 1273745 and running in a northerly direction to the extended southerly Right-Of-Way line of 3rd Avenue North.

EXHIBIT C

2015 EXPANSION OF THE BILLINGS, MONTANA EAST BILLINGS URBAN RENEWAL DISTRICT, WITH TAX INCREMENT, AND AMENDMENT TO THE URBAN RENEWAL PLAN

FOR CITY OF BILLINGS AND PLANNING REVIEW
February 2015

Prepared by

BIRD
BILLINGS INDUSTRIAL REVITALIZATION DISTRICT

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SECTION 1 – INTRODUCTION

On November 16, 2006, the City Council adopted Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district. For reasons discussed in this Amendment to the East Billings Urban Renewal District Plan ("Plan"), it has been determined that the EBURD should be expanded to include other contiguous blighted properties in need of redevelopment. Further, it has been determined that this area has been and is in need of expanded public parking, enhanced pedestrian connections and experiences, improved public safety, and infrastructure improvements to public and private properties that will alleviate flooding issues and lead to increased taxable values. The existing urban renewal plan may be modified by ordinance in accordance with the procedure described in M.C.A. § 7-15-4221. The Urban Renewal Plan of the EBURD approved by the City Council on November 16, 2006, is included by reference as part of this amended Plan and shall remain applicable except to the extent the original plan is explicitly or impliedly amended by this Plan. It is recognized as part of this Plan that the basic vision of the document known as EBURD Master Plan, adopted by the Billings City Council on September 14, 2009 (Resolution #09-18878) and by the Yellowstone County Commissioners on September 29, 2009 (Resolution #09-66), remains valid and should be considered a part. In addition, it is recognized that as part of this amended Plan, the basic vision of the document known as the Exposition Gateway Plan, approved by the Yellowstone County Commissioners on May 28, 2013, and adopted by the Billings City Council on June 24, 2013 (Resolution #13-19289) also remains valid and should be considered a part. The terms defined in "Part A.III – DEFINITIONS" of the EBURD Urban Renewal Plan shall have the same meanings in this Plan unless a contrary meaning is expressed. The expanded district proposed in this Plan is hereafter referred to as the 2015 Expanded EBURD.

SECTION 2 – BACKGROUND

The original East Billings Urban Renewal District, a tax increment finance district, was created on November 16, 2006, by a resolution which stated that it was desirable for the City to consider an urban renewal project within the District, and found that the area contains structures and

property in states of substantial deterioration, properties that are obsolete or defective, posing unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses, and that the present condition of the area substantially impairs the sound functioning of the area and its environs. The Council found that the area is a blighted area within the meaning of MCA 7-15-4210, and stated that "rehabilitation, redevelopment, or a combination thereof is necessary in the interest of public health, safety and welfare of the residents." The Council found that undertaking measures to eradicate or diminish the blight will help to foster a more dynamic, livable, and vibrant neighborhood.

Progress has occurred within the District, as evidenced by: 1) increase in taxable value: base year value of $1,800,794, increased to a 2014 value of $2,502,968 *(Montana Department of Revenue Form AB-72T, 8-4-2014)*; 2) successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; 3) successful implementation of the recommended Parking Overlay District; 4) accomplishment of the recommended two-way streets conversion; 5) completion of EPA Brownfields Program environmental assessments on 23 parcels; 6) successful adoption of the EBURD Zoning Code; 7) completion of a Hospitality Corridor Study; and 8) approval of a project to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. However, many of the undesirable conditions continue to exist, and several out-of-City properties adjacent to the District have now petitioned and been approved for annexation into the City (City Council meeting, 1-26-2015). Therefore, it would be in the best interest of the City to expand the District to encompass adjacent properties, construct needed public infrastructure improvements, increase growth of the tax base, increase the parking inventory, increase the inventory of residential property, stimulate mixed-use development, and further implement the visions of the EBURD Master Plan and the Exposition Gateway Plan, both of which are consistent with the adopted City-County Growth Policy.

Although there has been improvement in the valuation of property in much of the District, the area defined by this proposed expanded tax increment district still has pockets of neglect and blight. The 2015 Expanded EBURD creates an opportunity to continue redevelopment in the center of Billings with a mixture of public and private investment.

The 2015 expansion of the EBURD is essential to planned development along Exposition Drive/Main Street, across from the MetraPark facilities. Public infrastructure construction within this expanded District will spur private investment consistent with the EBURD Master Plan, and especially pertinent to the vision of the Exposition Gateway Plan. It is expected that the expanded District may help fund the following projects:

I. Business Programs and Projects

a. Business Retention and Recruitment
   i. Targeted assistance to existing and potential businesses
   ii. Development of "The EBURD Advantage" marketing materials
   iii. Collaboration with and referral to Big Sky Economic Development and its business assistance programs

II. Parking and Transportation

a. Facilitate public transit and bicycle/pedestrian-friendly growth and development
b. Collaborate with City regarding parking management practices and programs consistent with the Parking Overlay District
c. Plan for future needs regarding parking lots and/or structures

III. Management, Implementation and Maintenance

a. Billings Industrial Revitalization District, Inc. or its successor, management agreement
   i. Project development
   ii. Public awareness
   iii. Advocacy and liaison between public and private sectors
b. Potential future development of Business Improvement District
   i. Development and promotion of a MetraPark-to-Downtown Corridor through the EBURD
   ii. Crime prevention and public safety:
   Cooperative Security and/or Business Watch Program

IV. Infrastructure Improvements

a. Public
   i. Public parking
   ii. Landscaping and park development
   iii. Street construction/improvements
   iv. Streetscapes and traffic calming plans
   v. Sidewalks, curbs and gutter improvements
   vi. Storm water management

vii. Water and waste-water line construction/improvements
viii. Relocation of public and private utility lines

In order to make it possible to move forward with the much-needed infrastructure improvement projects referenced above, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on several streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

b. Public infrastructure improvements will support investments in:
   i. Workforce housing development
   ii. Parking facilities
   iii. Lodging facilities
   iv. Conference facilities
   v. Entertainment venues
   vi. Retail and restaurant enterprises

V. Housing Improvements

a. Increase in workforce housing and live-work mixed-use projects
b. Revitalization and redevelopment of sub-standard residential housing stock

SECTION 3 – SUMMARY OF BLIGHT FINDINGS

The area in the proposed 2015 expansion of the EBURD contains blight, particularly those parcels directly west of the MetraPark facilities which host events that attract hundreds of thousands of visitors each year. Within the district there is structural deterioration, under-utilized structures and vacant lots, and a railroad spur line that is little used. A major issue that rises to the forefront in every planning discussion is that of inadequate storm water management. Without curb and gutter to direct its flow, water pools in low spots and floods buildings. Several of the commercial buildings in the district are deteriorated and/or vacant and need demolition or renovation. Sidewalks are cracked or non-existent; alleys are deteriorated, and, in general, much of the area is below accepted standards. In contrast to the above, there are certain properties within the district in good repair but included in the district to allow for a contiguous block of land within the district and because pockets of revitalization cannot be sustained if areas of neglect and blight surround them. Over time, without ongoing managed urban renewal, even these success stories could once again decline in taxable value.

SECTION 4 – DESCRIPTION OF BLIGHTED AREA

The 2015 expanded urban renewal area described for this amended Plan incorporates most of the Exposition Gateway area, including those properties annexed in January 2015. Major flooding problems occur with rainstorms, as the infrastructure is inadequate for storm water flow and drainage. The subject properties have been used as car sales lots, truck and truck parts sales, vacant lots partially used for equipment storage, as well as some active business enterprises. Many of these structures are unsuited to their current uses because of age obsolescence and physical deterioration.

Montana's Urban Renewal Law (Montana Code Annotated Title 7, Chapter 15, Parts 42 and 43) provides the authority to declare the existence of blighted areas and to target them for improvements. "Blighted area" is defined in Section 7-15-4206(2), M.C.A., as follows:

> *[A]n area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; or constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:*
>
> *(a) the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;*
>
> *(b) inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;*
>
> *(c) inappropriate or mixed uses of land or buildings;*
>
> *(d) high density of population and overcrowding;*
>
> *(e) defective or inadequate street layout;*
>
> *(f) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
>
> *(g) excessive land coverage;*
>
> *(h) unsanitary or unsafe conditions;*
>
> *(i) deterioration of site;*
>
> *(j) diversity of ownership;*
>
> *(k) tax or special assessment delinquency exceeding the fair value of the land;*
>
> *(l) defective or unusual conditions of title;*
>
> *(m) improper subdivision or obsolete platting;*
>
> *(n) the existence of conditions that endanger life or property by fire or other causes; or*
>
> *(o) any combination of the factors listed in this subsection (2).*

The land being added to the Plan area in 2015 includes 14 property tax codes, as listed in Exhibit A, with total assessed value of $4,871,639. As noted in the 2006 approved Urban Renewal Plan, there are specific "target areas" that should be immediately considered for redevelopment. The properties on Exposition Drive represent an immediate opportunity to capitalize on the traffic generated by MetraPark events.

The EBURD area is part of Census Tract 2, with a population of 3,751. Within the tract, 28.98 percent of residents live below the Federal Poverty Line, with an estimated 2014 median family income of $30,263. By comparison, in the greater Billings population of 109,059, only 13.1 percent live below the Federal Poverty Line. (*www.ffiec.gov/geocode/CensusDemo 07-01-2014 & http://quickfacts.census.gov.)*

There are 1,995 housing units in Tract 2, with 61.7 percent of the units (1,231) built prior to 1960 (55 years ago or more). Of those 1,231 older units, 546 were built in 1939 or earlier. Of the 446 owner-occupied housing units in the tract, 96 percent (428) are valued at less than $200,000. In fact, 85 of the 446 units (19.1 percent) are valued at less than $100,000. Indeed, there are a few occupied housing units (16) that lack complete plumbing and/or kitchen facilities. The tract holds 1,243 units where occupants are paying rent. The majority of renters (52.4 percent) pay between $500 and $749 per month. However, 29.2 percent (363 renters) pay between $200 and $499 per month. There are even a number of renters (23) living in units at less than $200 per month. Census Tract 2 has a somewhat transient population. Of the 1,689 households, 83.9 percent, or 1,418 householders, moved into the current unit in 2000 or more recently. Only 16 percent, or 271 householders, have resided in the current unit since 1999 or prior years. (*U.S. Census Bureau, 2008-2012 American Community Survey 5-year Estimates, Table DP04 10-22-14.*)

Public transit, walking and bicycling facilities are important for the area, as 21.6 percent of households (365) do not have a vehicle available. Moreover, the tract houses 406 students in kindergarten through eighth-grade, along with 25 high school attendees and 248 college students. In commuting to work, although the majority of those age 16 and over drove or carpooled to work (72.6 percent), a significant number - 14.9 percent (285 people) - walked to work, and 11.1 percent (212 people) used public transportation or other means of getting to work. (*U.S. Census*

Bureau, 2008-2012 American Community Survey 5-year Estimates, Tables DP03 & S1401 10-22-14.)

The EBURD census tract, along with the nearby Heights-Main Street area, is designated by the Billings Police Department as "Beat 3," or the "East" patrol beat. The East Beat has experienced, over the past three years, increasing numbers of calls for service. In the year 2011, the East Beat had 7,756 calls. Number of calls increased to 9,804 in 2012, and jumped to 10,507 (third highest beat of the nine in the City) for 2013. *(Billings Police Department 2013 Annual Report, www.ci.billings.mt.us.)* Unfortunately, there have recently been two murder incidents in the area as well. Parks personnel, during the October conference on addressing homeless/transient issues, mentioned that homeless individuals are congregating under the Rims in the EBURD, as well as in North Park.

Brownfields, defined as areas with actual or perceived environmental contamination issues, can contribute to unsafe and dangerous conditions, as well as discourage redevelopment efforts. Big Sky Economic Development, in a cooperative agreement with the U.S. Environmental Protection Agency, has secured funding for environmental assessments of properties in the EBURD. With its first round of funding, Big Sky Economic Development contracted with an environmental engineering firm to assess 23 parcels of land in the EBURD to determine "Phase I" conditions (looking at the historical uses of the property and assessing any observed potential contamination issues). In addition, nine parcels were examined with more in-depth "Phase II" assessments, where soil and water testing took place. While none of the completed Phase II assessments pointed to remediation requirements, there are still a number of sites that are advised for Phase II assessment, and many parcels that have not received any environmental assessment to date. Big Sky Economic Development has secured additional EPA Brownfields Program funding with which to accomplish additional environmental assessments in the EBURD beginning in spring 2015, at no cost to property owners who volunteer for the program.

SECTION 5 – DETERMINATION OF BLIGHT

The proposed EBURD Expansion area contains a number of underdeveloped properties and substandard facilities. The Council previously determined that the property included in the EBURD was "blighted" within the meaning of the Act in its adoption of Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district (November 16, 2006). Deficiencies in public and private properties located in the district lead to a determination of blight, as defined by state statute. As cited in the original Urban Renewal Plan, the area still meets several definitions of blight:

Deficient Structures in Area (*the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential; deterioration of site)*

There are several buildings and residential structures that are over 50 years in age and do not qualify as being historically significant. Many are in poor repair and may contain potentially hazardous asbestos and lead paint.

While streets, curbs, gutters and sidewalks in some of the area are in satisfactory repair, there are areas without such improvements. Sewer and water utilities in the area are aging and/or inadequate. Flooding occurs within public right-of-way as well as on private property during heavy rain events. Several parking lots generally do not meet code requirements for paving, striping and landscaping. Many of them are cracked and crumbling. Demand for parking will continue and District managers will collaborate with the City to accommodate commercial growth in alignment with the adopted Parking Overlay District.

Deficient Land Use (*inappropriate or mixed uses of land or buildings; defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness)*

In general, the 2015 expansion area is under-utilized due to the significant amount of

surface used as storage or left vacant. Most structures are single-story. There are vacant lots, storage lots, and auto sales lots directly across the street from Montana's largest indoor entertainment complex and trade-show facilities. The taxable value of this district must be stabilized and encouraged to grow.

Protecting Public Health & Safety (*unsanitary or unsafe conditions; the existence of conditions that endanger life or property by fire or other causes)*
The conditions of blight, crime, vagrancy and potential brownfields, as described above, reduce "social capital" and community connectedness. Flooding promotes mold growth and related health problems.

SECTION 6 – THE SITE AND ITS RELATIONSHIP TO THE CITY

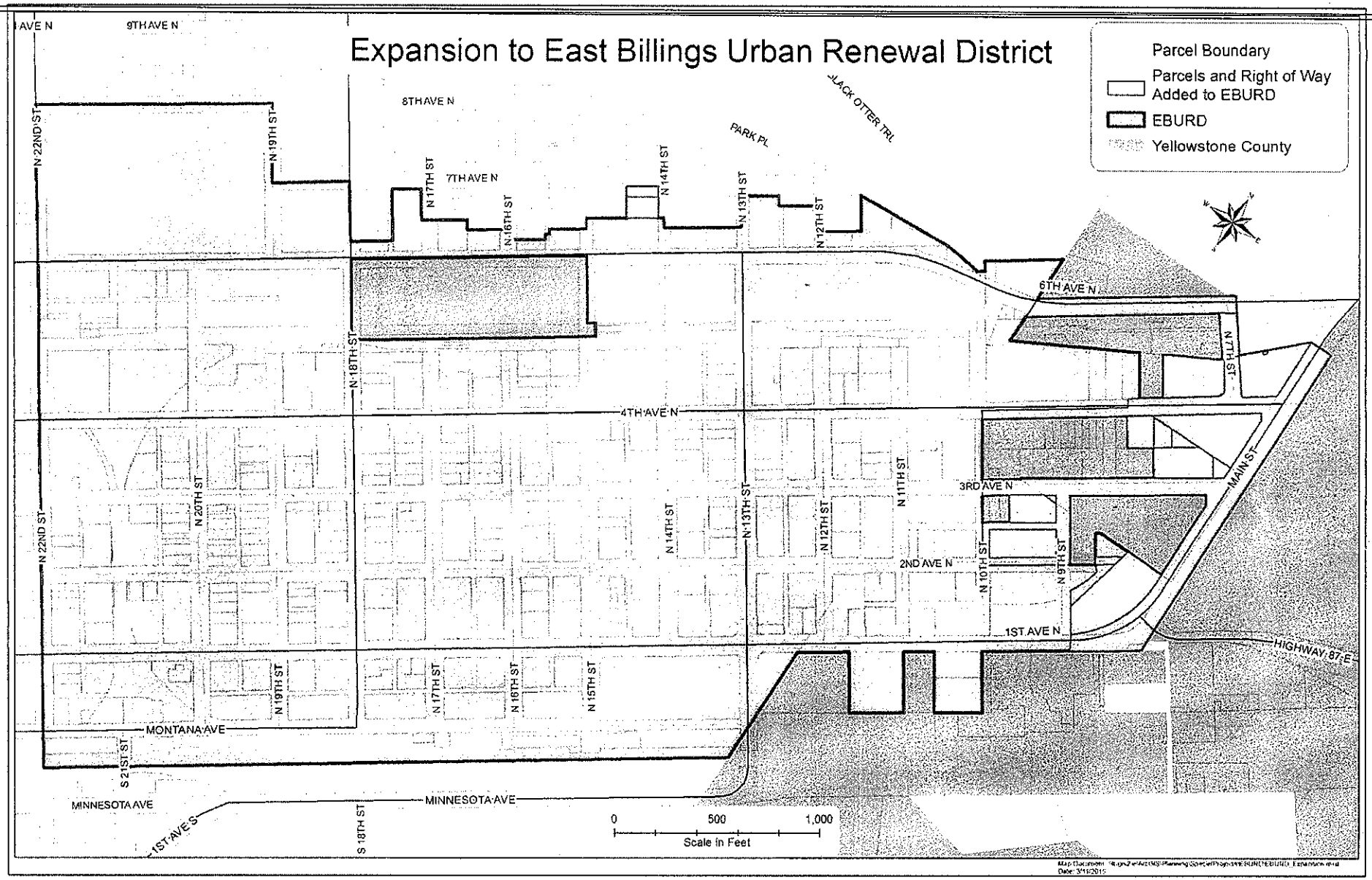
The Expanded EBURD occupies the center of the City of Billings, adjacent to the Downtown Central Business District and the medical corridor to the west; connecting to the Billings Heights area via Main Street to the northeast; welcoming visitors from Lockwood and beyond via 1st Avenue North to the southeast; and meeting up with the Rimrocks to the north.

SECTION 7 – LEGAL DESCRIPTION

The legal description of the proposed 2015 Expanded East Billings Urban Renewal District is as follows:
Beginning at a point at the centerlines of the intersection of 1st Avenue North and North 10th Street and proceeding east to the centerline of Exposition Drive/Main Street, and proceeding north from the intersection of 1st Avenue North and Exposition Drive/Main Street to the intersection of 6th Avenue North and Exposition Drive/Main Street, and from the intersection of 6th Avenue North and Exposition Drive/Main Street, proceeding west to the intersection of 6th Avenue North and North 10th Street, and proceeding south from the intersection of 6th Avenue North and Exposition Drive/Main Street to the intersection of 1st Avenue North and North 10th Street, encompassing all parcels and tax codes therein.

Please see map on following page.

In addition, we propose to add property designated as Tax Code A12053 (North Park Subd., S33, T01N, R 26E, Block 2, Lot 11-12) and property designated as Tax Code A12052 (North Park Subd., S33, T01 N, R26E, Block 2, Lot 7-10).. These lots, are slated for expansion of the Billings Carpet Cleaning activities.


Expansion to East Billings Urban Renewal District
Parcel Boundary
Parcels and Right of Way Added to EBURD
EBURD
Yellowstone County
9TH AVE N
8TH AVE N
7TH AVE N
6TH AVE N
4TH AVE N
3RD AVE N
2ND AVE N
1ST AVE N
1ST AVE S
MONTANA AVE
MINNESOTA AVE
N 22ND ST
N 19TH ST
N 17TH ST
N 16TH ST
N 14TH ST
N 13TH ST
N 12TH ST
N 18TH ST
N 20TH ST
N 11TH ST
N 10TH ST
N 9TH ST
N 7TH ST
S 21ST ST
S 18TH ST
N 15TH ST
PARK PL
JACK OTTER TRL
MAIN ST
HIGHWAY 87-E
0
500
1,000
Scale in Feet

SECTION 8 – PROPERTY DEVELOPERS

New development and revitalization in the proposed 2015 expanded urban renewal district will be accomplished with private investment and public-private partnerships, through the implementation of the EBURD Master Plan and the Exposition Gateway Plan. As outlined in Section 2 above, improvements in infrastructure will spur investments in workforce housing development, parking facilities, lodging facilities, conference facilities, entertainment venues, as well as retail and restaurant enterprises.

SECTION 9 – PROJECT RELATIONSHIP TO THE EBURD MASTER PLAN & EXPOSITION GATEWAY PLAN

The proposed urban renewal area and expanded tax increment district is located generally in the center of the City and encompasses several "districts" as defined by the EBURD Master Plan and the EBURD Code. The EBURD Master Plan contemplated eventual annexation of County properties adjacent to the original urban renewal district, and this Amended Urban Renewal Plan seeks to accomplish that end.

One goal of the EBURD Plan was to develop a zoning code unique to the vision of the EBURD. The new code was established and adopted in October 2012, following several months of committee work and public meetings, with consultation from a professional firm known for, literally, writing the book on form-based code options. Form-based code considers the look of the facility and its surrounding landscape, rather than basing zoning purely on the use of the facility. The new code allows for increased flexibility in uses, which was desired by landowners and developers in the area.

Generally, the EBURD Master Plan stressed the area's ability to make a positive impact on the entire city. The Plan also recommended a private non-profit organization to assist the City of Billings with the management of the Tax Increment District through an annual work plan and contract. This expanded EBURD may be managed in a similar manner and could make use of the

redevelopment and facilitation established through that management entity, the Billings Industrial Revitalization District, Inc.

The Plan names housing as an important priority, and recommends that the City continue to work with builders and developers to encourage downtown housing through various methods. Specifically, the plan encourages housing in the Rail Spur Village. However, live-work space is allowed in several EBURD districts, as outlined in the adopted EBURD Code. The formation of an expanded tax increment district will increase funding for construction or rehabilitation of public infrastructure necessary to attract, retain, and improve housing in the area.

The guiding principles developed through the EBURD Master Plan were built upon the goals of the original Urban Renewal Plan, and continue to guide today's efforts: 1) Foster economic growth; 2) Foster distinct mixed-use, industrial, and hospitality centers; 3) Create affordable housing opportunities and choices; 4) Ensure existing industrial uses can continue to operate as desired; 5) Improve the natural beauty of the District by reintroducing trees and other features; 6) Extend pedestrian and bike trail connections to downtown, Heights, MetraPark and the Yellowstone River; 7) Integrate edges of the District with North Park neighborhood, medical corridor, and downtown; 8) Provide a variety of transportation choices and connections; 9) Complete sewer and storm water infrastructure; and 10) Understand and reduce environmental risks.

Guided by the above principles, several critical action plan steps have already been accomplished: successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; successful implementation of the recommended Parking Overlay District; accomplishment of the recommended two-way streets conversion; completion of EPA Brownfields Program environmental assessments on 23 parcels, with more to take place beginning in 2015; successful adoption of the EBURD Zoning Code; completion of a transportation corridor study; and development of a plan to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. This amendment to the Plan and the urban renewal projects that it contemplates will continue to act upon the Plan's guiding principles.

SECTION 10 – CONFORMANCE TO THE GROWTH POLICY

One of the requirements of Montana's Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43) is that the urban renewal plan must conform to the community's growth policy. The Yellowstone County and City of Billings 2008 Growth Policy ("Growth Policy") aligns with EBURD redevelopment in a variety of ways. This amendment to the East Billings Urban Renewal Plan is consistent with the current Growth Policy. Specifically, the expanded EBURD revitalization efforts meet several Community Goals and Objectives outlined on pages 6-16 of the 2008 Growth Policy:

A. Revitalization in the EBURD meets the goal of contiguous development and of the City's Infill Policy. Revitalization also helps to address the issue stated in the Growth Policy that urban sprawl threatens the rural character of land surrounding Billings, increases the cost of providing public services and threatens the vitality of the city core and downtown area.

B. Development in the EBURD, especially in the Rail Spur Village area, works toward the goal of affordable housing for all income levels dispersed throughout the City and County. Development of housing helps to address the Growth Policy issue which stated that there is a serious lack of affordable housing for low to moderate income households.

C. Adoption of the more-flexible EBURD Code and continued development efforts in the expanded area help achieve the goal of more housing and business choices within each neighborhood. Moreover, continued development in accordance with the new code assists in addressing the stated issue that there is a desire for more mixed-use neighborhoods.

D. Addition of the Exposition Gateway area to the existing TIF District helps achieve goals to encourage economic development in the neighborhood, encourage new businesses to locate in a prime gateway area, and sets the stage for enhancement of both the functionality and the visual appeal of the entrance to Billings from Lockwood (1st Avenue North & Exposition Drive/Main Street). As noted in the Growth Policy, entryways to our communities should be attractive and not present physical barriers discouraging economic development.

E. The EBURD is adjacent to downtown Billings, and revitalization of the area, as it continues to develop, will contribute toward the vitality and increased safety for visitors and shoppers. As stated in the Growth Policy, safety is an important element.

F. Expansion of the EBURD TIF District assists in meeting the goal of more visually appealing communities, improving the image of the area across the street from the MetraPark facilities and instilling pride in this area of town. Enhancing visual appeal helps to address the Growth Policy's stated issue that there are areas in the City and County that are unattractive and present a poor image of the community.

G. Improvements to the area as envisioned in the Exposition Gateway Plan can lead to a visually appealing design that incorporates the needs not only of vehicular traffic entering the area from Lockwood and from Main Street, but also improves pedestrian access between the MetraPark facilities and new development in the Expo Gateway. Improvements in the proposed expansion area will aid in addressing the Growth Policy's issue that the design of roads, streets, and pedestrian facilities can be more attractive and functional.

H. Expansion of the EBURD TIF District will contribute toward the goal of a well-maintained network of safe and interconnected sidewalks by addressing the critical need for sidewalks, curb and gutter in the Expo Gateway area. As noted in the Growth Policy, the sidewalk system in the City needs upgrading; many sidewalks are cracked and broken, several critical sections are missing, and important sidewalk routes are not adequately maintained.

I. Expansion of the District to include the Expo Gateway area assists the City toward its goal of sanitary and safe properties, with an improved community image and an increase in property values. Advancing toward this goal helps to address the stated issue that there are dilapidated and unsafe properties in neighborhoods.

J. Expansion of the District allows access to TIF District funding for a long-neglected infrastructure upgrade, moving the City toward its goal of equitable collection and distribution of funding for public services and facilities. Moreover, the expansion assists the City in achieving its objective to ensure that facilities and services are maintained in existing neighborhoods as new neighborhoods are added. The Growth Policy notes that funding for community facilities and infrastructure is very limited; prudent use of TIF District funds assists in solving the limited funding issue.

K. Expansion of the TIF District to include the Expo Gateway area aligns with the City's goal of adaptive reuse of vacant structures, conserving resources, preserving landmarks, preserving neighborhood integrity, and taking advantage of economic development opportunities. Adaptive reuse helps to address the stated issue that there are vacant structures around Billings and in the

County that could be reused.

L. Expansion of the EBURD TIF District, leading to development of live-work enterprises and additional workforce housing options, helps move toward the goal of adequate affordable housing and more options for housing, potentially in an area very near to work opportunities. Achievement of these goals assists in solving the stated Growth Policy issue that poor housing and lack of living wage jobs puts the health of residents at risk.

The Growth Policy lists Urban Renewal Districts as an implementation strategy to revitalize neighborhoods, and expansion of the EBURD aligns well with that revitalization strategy.

SECTION 11 – CERTAIN PLAN FEATURES AND FINANCIAL MATTERS

Section 7-15-4217, M.C.A., of the Act requires cities to make certain findings when they adopt an urban renewal plan and approve Urban Renewal Projects. These are addressed below:

1. The existing EBURD contains 133 housing units that are home to 305 people (*U.S. Census 2010, per Leslie Zolman, GISP, Montana Dept. of Commerce Census and Information Center, 5-7-2014).* For the entire Census Tract, including the North Park neighborhood, there are 1,995 housing units, of which 1,689 are occupied and 306 are vacant (*U.S. Census Bureau, American Community Survey Table DP04, 10-22-14).* Planned projects would not displace any persons from housing. Accordingly, there is no need to have a workable and feasible plan for substitute housing until and unless such a project is developed in the future.

2. This amended East Billings Urban Renewal Plan conforms to the Growth Policy for the City as a whole, and also to the EBURD Master Plan and the Exposition Gateway Plan.

3. This Modified Plan affords maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the Expanded EBURD by private enterprise. It is unreasonable to expect that the district will be stabilized and/or redeveloped without substantial public support. Some properties within the area are dilapidated. As presently constituted, property in the district is not conducive to any sort of uniform or

integrated development and, as presently existing, cannot compete with other areas of the City for substantial developments, particularly areas at the outskirts of the City. This amended Plan is intended to facilitate the identification and construction of significant Urban Renewal Projects, which would not be possible without this Plan.

4. A sound and adequate financial program exists for financing projects, which include the sale and issuance by the City of tax increment finance bonds. Subsequent approved development projects will require commitments of substantial private financing that will provide the primary means for funding construction of the improvements and revitalization efforts.

5. This 2015 Expanded EBURD may be modified at any time by the City Council as necessary to eliminate and prevent the development or spread of blighted areas, and encourage urban rehabilitation. The process for plan modification shall follow the procedures set forth in 7-15-4212 through 7-15-4219 MCA, with respect to initial adoption of this plan. For purposes of urban renewal district boundary changes only, the notice of public hearing, as described in 7-15-4215 MCA, may be mailed only to those owners whose properties are situated within the area of expansion of the Urban Renewal District boundaries. Notice will be mailed to those property owners whose properties are within the area of expansion.

SECTION 12 – TAX INCREMENT

Tax increment financing is necessary to encourage private reinvestment within the District, which will further encourage economic growth in the District and the City, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The 2015 Expanded EBURD is hereby established as a tax increment financing urban renewal area within the meaning of the Act, and, in particular, Section 7-15-4282 through 7-15-4293 of the Act. This Section constitutes a tax increment provision within the meaning of the Act. In connection with the expansion:

1. For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as base taxable value of the original

district as of [January 1, 2006] plus the base taxable value of all real and personal property added to the district by this amended plan and as shown in Exhibit A as of January 1, 2015.

2. The City is hereby authorized to segregate the tax increment derived in the district and use and deposit such increment into the tax increment fund of the district for use as authorized by the Act and as authorized herein from time to time, including, without limitation, pledging the tax increment to repayment of Bonds.

3. The tax increment received from the district may be used to pay directly costs of an approved Development Project as may from time to time be approved by the Council. The Council also hereby authorizes the use of tax increment in the district to pay debt service on bonds issued to finance a portion of the costs of these development projects, and costs associated with the sale and security of such bonds (including any necessary reserve funds) in compliance with the Act, subject to any limitations imposed by the Montana Constitution and federal law.

4. The tax increment provision of the district will terminate upon the latter of:
   a. The fifteenth (15th) year following the original creation of the district; or
   b. The payment or provision for payment in full or discharge of all bonds, and the payment of interest thereon, for which the tax increment has been pledged.

After termination of the tax increment provision, all taxes shall continue to be levied upon the actual taxable value of the taxable property in the district, but shall be paid into funds of the taxing bodies levying taxes within the district.

SECTION 13 – CONCLUSIONS

The creation of this expanded East Billings Urban Renewal District will have a positive impact on central Billings, and is an essential first step in completing what may be a number of urban renewal projects. Estimates calculated by ECO-Northwest in preparation of the Exposition

Gateway Plan indicate that development in the Expo Gateway has a potential new value of nearly $65 million, with potential TIFD revenues of slightly more than $1 million *(Financial Analysis, ECO-Northwest, April 8, 2013)*. The figures are preliminary estimates; actual values and tax revenue will vary based on type, size and timing of development. Expansion of the district, in addition to further stabilizing the tax base, eliminating blight and providing renaissance to the EBURD, will also bring new employees and residents to the area.

ECO-Northwest states that the Expo Gateway District offers desirable locational attributes:

> The Gateway District has several important locational advantages relative to other areas in Billings that make it a prime area for development in the hospitality and retail sectors.
>
> - Proximity to downtown. It is centrally located near employment and commercial uses in the Central Business District, the medical campuses, and the University (directly to the west).
> - Proximity to MetraPark. The county-owned multi-function facility has an indoor arena, rodeo grounds, a horse track, open space and other facilities. MetraPark has a long history of successful operation (850,000 to 1 million visitors per year, with 30% coming from over 100 miles away, per Sandra Hawke, MetraPark, February 2009), and provides opportunities for complementary meeting space and catering facilities.
> - Proximity to the airport. It is closer to Billings Logan Airport (3 miles) than many areas in the Central Business District as well as areas in south and east Billings.
> - Proximity to amenities and commercial areas. It is in close proximity to commercial areas downtown and in Billings Heights, which is a commercial and residential hub to the north.
> - Proximity to regional highways. The District lies at the intersection of 212, I-90 and I-94.
>
> The key comparative advantage for the area is its central location *between* downtown and MetraPark (and between the West End and the Heights) on flat land with urban services. It is a good location for urban development. *(ECO-Northwest, Existing Market Conditions Assessment, May 22, 2013)*

As stated in the Exposition Gateway Plan and as stated herein, the Exposition Gateway area requires repair and improvement to streets, curbs, gutters and sidewalks and the water and sewer utilities are inadequate. The City hereby approves, as an urban renewal project for the District, the reconstruction of the streets from Main Street to North 11th Street and between 1st Avenue North to 4th Avenue North in accordance with the Exposition Gateway Concept Plan. The streets included in the construction limits are North 9th Street, North 10th Street, 2nd Avenue North, and 3rd Avenue North. Construction includes full street construction, sidewalk, bulb-outs at the corners, on-street parking, new sanitary sewer, new water mains, and storm drain upgrades. In

order to make it possible to move forward with this much-needed infrastructure improvement project, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

The Council through adoption of the modified East Billings Urban Renewal District hereby approves financing of the improvement project described above with proceeds of tax increment bonds payable from tax increment generated by the District. Such bonds will be issued in a principal amount such that the debt service thereon can be paid from tax increment generated by the District over a period of 25 years. The City hereby finds that there is a feasible and workable plan for financing the improvements.

Expansion of the East Billings Urban Renewal District to include the property described in this amended Plan will have a positive effect on the area and on the City. Improvements to infrastructure will surely be the catalyst in attracting the desired types of development, and will spur further achievement in reaching the goals of the overall EBURD Master Plan.

Please see Exhibit A on next page.

EXHIBIT A 2015 EBURD Expansion

TAXID	ASSESSED VALUE	TAXID	MARKET VALUE	TAXABLE VALUE	TAXID	LOT SIZE (Approx. Sq. Ft.)
1002286 Total	$1,720.00	**1002286 Total**	$912.00	$23.00	1002286	0
A09340 Total	$792,286.00	**A09340 Total**	$621,944.00	$15,362.00	A09340	44344.08
A09343 Total	$688,400.00	**A09343 Total**	$540,394.00	$13,347.00	A09343	29403
A09355 Total	$265,451.00	**A09355 Total**	$208,379.00	$5,147.00	A09355	42383.88
A09355B Total	$45,930.00	**A09355B Total**	$36,055.00	$891.00	A09355B	6403.32
A09373 Total	$498,600.00	**A09373 Total**	$391,401.00	$9,667.00	A09373	19035.72
A09374 Total	$71,910.00	**A09374 Total**	$56,449.00	$1,394.00	A09374	10628.64
A09375 Total	$43,862.00	**A09375 Total**	$34,432.00	$850.00	A09375	6054.84
D05887 Total	$358,428.00	**D05887 Total**	$281,366.00	$6,949.00	D05887	56628
D05888 Total	$444,941.00	**D05888 Total**	$349,279.00	$8,628.00	D05888	69260.4
D05893 Total	$593,800.00	**D05893 Total**	$466,133.00	$11,513.00	D05893	56628
D05897 Total	$14,973.00	**D05897 Total**	$11,754.00	$290.00	D05897	1306.8
D05898 Total	$917,363.00	**D05898 Total**	$720,129.00	$17,787.00	D05898	91911.6
I01092A Total	$19,200.00	**I01092A Total**	$15,072.00	$372.00	I01092A	0
Total	$4,756,864.00	**Total**	$3,733,699.00	$92,220.00		
A12052 15000	$92,800.00	A12052	$49,184.00	$1,215.00	A12052	
A12053 7500	$21,975.00	A12053	$11,647.00	$ 201.00	A12053	
Grand Total	$4,871,639.00		$3,794,530.00	$93,636.00		

Exhibit A figures provided by Yellowstone County GIS

Skyview Residences

Application for Tax Increment Financing

April 9, 2026



Owner: **Skyview Residences LLLP**

Developer: **GL Development LLC**

APPLICATION FOR TAX INCREMENT FINANCING

for

SKYVIEW RESIDENCES

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Billings Industrial Revitalization District

BILLINGS INDUSTRIAL REVITALIZATION DISTRICT, INC.
EBURD APPLICATION

Project Name: __Skyview Residences _____Date Submitted: _Rev 4/9/26_

APPLICANT INFORMATION

1. Name: ____Skyview Residences LLLP_____

2. Address: ____1625 E 6th Ave Helena, MT 59601_____

3. Telephone Number: ____406.459.5332_____ Cell#_____406.459.5332_____

PROJECT INFORMATION

1. Building Address:

220 North 17th St. Billings, MT 59101;
222 North 17th St., Billings, MT 59101;
224 N. 17th St. Billings, MT 59101; and
1712 N. 3rd Ave Billings, MT 59101.

2. Legal Description:

BILLINGS ORIGINAL TOWNSITE, S33, T0l N, R26 E, BLOCK 68, Lot 7 - 8, Tax Code A00479;
BILLINGS ORIGINAL TOWNSITE, S33, T0l N, R26 E, BLOCK 68, Lot 9 - 10, Tax Code A00480;
BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 11 - 12, E2 LTS 11-12; AND
BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 11 - 12, W2 LTS 11-12 BLK 68

3. Ownership:

Skyview Residences LLLP

Address:

1625 E. 6th Ave Helena, MT 59601

4. If property is not owned by the APPLICANT, list leasehold interests (Attach evidentiary materials.)

Name:

Address: _____

5. Existing/Proposed Business: ____Skyview Residences LLLP _____

Business Description: _Affordable workforce family rental housing _____

6. Employment: Existing FTE Jobs __0_____

New Permanent FTE Jobs created by project ____.33____Construction FTE Jobs 22-25

7. Architectural Firm: ___ARC Consulting_____

Address: _PO Box 81238 Billings, MT 59108_____

Architect: ___Craig Frohlich_____

8. Description of Project: See the following exhibits:

Exhibit A – Renderings
Exhibit B – Organization Chart
Exhibit C – Project Team
Exhibit D – Project Description

9. Rehabilitation/construction plans: Renderings are included as Exhibit A and construction documents and drawings are included as Exhibit I.

10. Project Schedule: See Exhibit E

PROJECT COSTS

Please refer to attached Exhibit F Project Costs & Financing

PROJECT FINANCING

Please complete Sources of Funds detail and summarize below.

A. Applicant Equity

Cash Invested	$ _____3,808,382____
Land & Buildings (if value is more that State of Montana valuation then a current appraisal must be submitted)	$ _____
Other _____	$ _____
_____	$ _____
A. Subtotal Applicant Equity	$ _____3,808,382_____

B. Lender Commitments (Attach Bank Loan Commitment letter, Letters of Credit or other documentation.)

Lender	Loan Amount	Interest	Term	Payment/Period
_MBOH_____	$ _1,825,000__	__4.0725_%	_20_yrs	$_7,710_/Month
_MTHF_____	$ _300,000____	___2__%	_18_yrs	$ _908 __/Month
B. Total Loan Amount				$__2,125,000_____

C. TIFD request for funds for eligible public improvements.

MCA Statute (office use only)

__Eligible Construction Costs___	$ ___1,000,000*___

MCA Citations:
7-15-4288;
7-15-4283;

7-15-4233

*See attached detailed budget breakdown, Exhibit F Project Costs and Financing

C. Subtotal TIFD Funds Requested $ __1,000,000_____

D. Other Source of Funding_____
___Def. Dev Fee & Capital Contribution_____ $___245,614_____

Sources of Funds Summary (Post totals from above.)

A. Applicant Equity	$ ___3,808,382_____
B. Lender Commitments	$ ___2,125,000_____
C. TIFD Funds Request	$ ___1,000,000_____
D. Other Funds	$ ___245,614_____
Total Project Financing	**$ ___7,178,996_____**

APPLICANT STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

APPLICANT

1. Name: ___Skyview Residences LLLP_____

   Address: __1625 E 6th Ave Helena, MT 59601_____

2. If the APPLICANT is not an individual doing business under his/her own name, the APPLICANT has the status indicated below and is organized or operating under the laws of __Montana____.

3. _____ corporation/LLC.

   _____ nonprofit or charitable institution

   _____X____ partnership

   _____ Other (explain):

Date of organization: ____7/15/2024_____

4. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, principal shareholders, investors, or partners of the APPLICANT.

Name and Address	Nature and Extent of Interest
Gene Leuwer 1625 E 6th Ave Helena, MT 59601	Manager

FINANCIAL CONDITION

1. Provide a current financial statement (consisting of a Balance Sheet and Profit & Loss Statement) & Current Tax Return for each private entity involved in the project. This application and all financial information become part of the public record when submitted to the BIRD and is available upon request under the State of Montana Public Information Rules.

   Skyview Residences LLLP will not have tax returns or an audit until the project is placed in service. The project's 15-year projected proforma is found in Exhibit H.

2. Has the APPLICANT or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntary or involuntary, within the past ten (10) years?
   No __X___ Yes _____ If yes, give date, place, and under what name

   _____

3. Has the APPLICANT or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past ten years:
   No ___X__ Yes _____ if yes, give date, charge, place, court and action taken for each case.
   _____

CONSTRUCTION CONTRACTOR

1. Identify the construction contractor or builder who will undertake this project.

Name: _____Golden Eagle Construction_____

Address: _____505 Shepherd Way Helena, MT_____

2. Has named contractor or builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years? No ___X__ Yes _____ if yes, explain.

3. Attach copies of bids to application: Subcontractors will bid on specific scopes.

Bids are expected back from subcontractors the first or second week of May.

4. If Applicant intends to do any of the construction themselves then APPLICANT shall provide three (3) independent contractor bids which must accompany this application for the work to be provided.

N/A

CERTIFICATION

I (we), ___Gene Leuwer_____
(please print), certify that the statements and estimates within this Application as well as any and all documentation submitted as attachments to this Application or under separate cover are true and correct to the best of my (our) knowledge and belief. I/We certify that I/We will make no application for any other tax abatement that may be available for this real property or building.

Signature: _____

Title: Manager, Skyview Residences LLLP___
Address: ___1625 E 6th Ave_____

__Helena, MT 59601_____

Date: _ Rev 4/9/26_____

Skyview Residences Exhibit A - Renderings



Skyview Residences Exhibit A - Renderings



Skyview Residences Exhibit A - Renderings



Skyview Residences Exhibit A - Renderings



Exhibit B

Skyview Residences LLLP
Billings, Montana

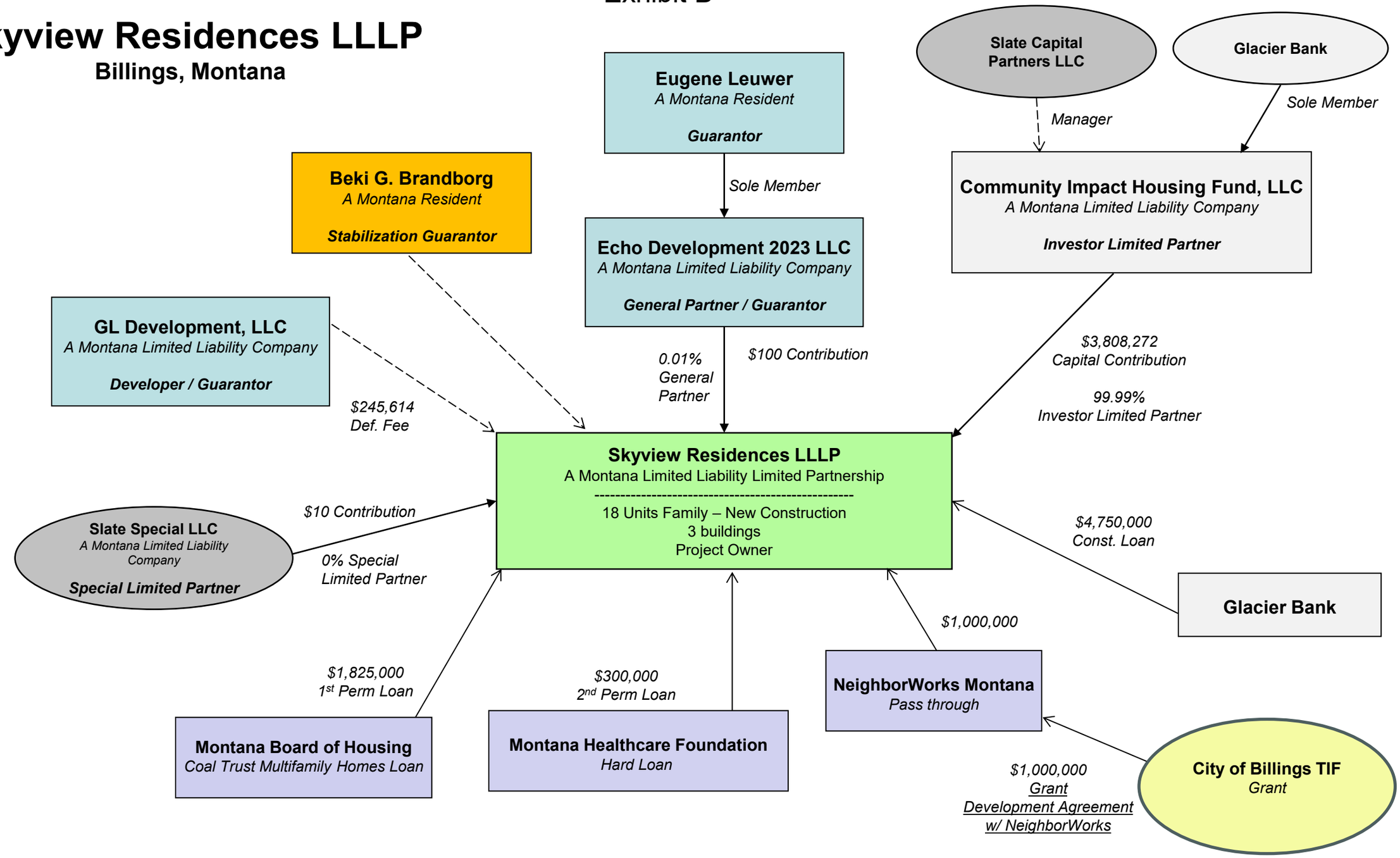

EXHIBIT C
SKYVIEW RESIDENCES PROJECT TEAM

OWNER
Skyview Residences LLLP
1625 E 6th Ave
Helena, MT 59601

DEVELOPER
GL Development LLC
1625 E 6th Ave
Helena, MT 59601

DESIGN TEAM
ARC Consulting
PO Box 81238
Billings, MT 59108

Krivonen & Associates
1004 Division St., 3rd Floor
Billings, MT 59101

Consulting Design Solutions, Inc.
7540 Chruchill Road
Manhattan, MT 59741

Performance Engineering
3412 Colton Blvd. Ste 201
Billings, MT 59101

GENERAL CONTRACTOR
Golden Eagle Construction
505 Shepherd Way
Helena, MT 59601

CONSULTANTS
Anderson Consulting Services
PO Box 398
Chester, MT 59522

North Fork Development
PO Box 1344
Helena, MT 59624

EXHIBIT D
SKYVIEW RSIDENCES PROJECT DESCRIPTION

PROJECT BACKGROUND

As you are all aware, the need for affordable housing in Billings is substantial and growing. The GL Development team has seen this need firsthand through two recently completed projects on the South Side of Billings.

Our recently completed, 38-unit affordable family project, Jackson Court, received Certificates of Occupancy from the city in January 2024 and is full with a waitlist. A subsequent 32-unit affordable family housing development, Mitchell Court, began construction summer 2025 and was completed in February 2026. Mitchell Court is fully leased as of April 2026. Affordable units in Billings are leasing as quickly as they can be delivered, and waitlists continue to grow.

Both Jackson Court and Mitchell Court were made possible through a combination of funding sources, including TIF assistance from the South Billings Urban Renewal Area. Our next project, Skyview Residences, will be located in the BIRD district.

As proposed, Skyview will provide 18 new units of affordable, accessible housing on what is currently four separate parcels of land:

- 220 North 17th St. Billings, MT 59101;
- 222 North 17th St., Billings, MT 59101;
- 224 N. 17th St. Billings, MT 59101;
- 1712 N. 3rd Ave Billings, MT 59101.

This development is being financed with a combination of favorable loans and 9% tax credits, similar to the financing used for Jackson Court and Mitchell Court. This request for TIF funds will complete the funding package, and we are excited to bring safe, high-quality, affordable housing to the BIRD.

Skyview Residences will bring new investment from an experienced development team that is new to the BIRD. Our team has significant experience developing affordable housing across the Mountain West and, in particular, with the City of Billings. We also have a strong understanding of TIF financing. Our underwriting model does not assume receiving any BIRD TIF funds until the project is 100% complete and TIF reimbursement is expected to be available, with a partial payment in calendar year 2027 and the balance in calendar year 2028.

PROJECT DESCRIPTION

Skyview Residences is intended to provide safe, quality, affordable housing for low-income families and individuals in Billings. The project site is located near downtown Billings, providing residents with convenient access to employment opportunities, government services, supportive services, healthcare, and public transportation while reducing transportation costs and other barriers to opportunity.

Redevelopment of the site will also remove blighted structures and environmental hazards, including lead in soils and paint and asbestos-containing materials, resulting in a healthier and safer built environment.

The project will consist of three two-story walk-up apartment buildings arranged around a central green space for residents to gather and recreate. Skyview's one – and two-bedroom apartments will be rented to income- qualifying households earning up to 80% of Billings Area Median Income (AMI). Income targeting will include units serving households at 40%, 50%, 60%, 70% and 80% AMI.

In real dollars, a one-person household at 40% AMI earns up to $27,200 annually, while a one-person household at 80% AMI earns up to $54,400. A two-person household at 40% AMI earns up to $31,080, while a two-person household at 80% AMI earns up to $62,160. According to the initial market study, Skyview rents are projected to be up to $485 below market for one-bedroom units and up to $826 below market

All units are expected to include air conditioning, energy efficient appliances including a refrigerator, oven/range, microwave, dishwasher, in-unit washer/dryers, and durable finishes. The location is particularly strong because it provides residents with access to the full range of services and amenities Billings has to offer, including fixed-route bus service located approximately 3 blocks from the site and downtown Billings less than one mile away.

DESIGN CONCEPT

Skyview, an urban infill project consistent with adopted zoning and planning goals. It has been conceived as a tight, efficient, and durable development that maximizes the impact of public investment while provide safe, quality, affordable housing for decades to come.

SITE SELECTION

The project site was selected because it met several key criteria:

1) It was unencumbered and, once aggregated, large enough for development.

2) It was available for purchase.

3) It is in close proximity to goods, services, and employment opportunities.

4) It has ready access to existing utility infrastructure, including city stormwater, sanitary sewer, and water services in adjoining rights-of-way.

5) It is consistent with City of Billings initiatives supporting affordable infill housing closer to the urban core.

The development team was also encouraged by discussions with the BIRD district staff regarding the district's support for and need for projects of this type..

NEARBY EMPLOYMENT

The site is located near employers in both the BIRD and downtown Billings business districts. The proposed project is consistent with BIRD planning goals and broader citywide goals of expanding the supply of affordable housing near employment centers and public transportation.

INVESTMENT IN BIRD

Skyview will represent a meaningful investment in the BIRD It will create short-term construction jobs and support long-term property management and maintenance employment. The addition of 18 households

with stable, affordable housing in the district also represents an investment in human capital, with corresponding increases in local spending by residents and their guests.

In addition, Skyview will pay property taxes and help increase the tax increment available to the BIRD for future reinvestment. Our goal is for this project to be long-term resource for both the district and the people that call it home.

Our development team has invested heavily in South Billings, and we are excited for the opportunity to invest in the BIRD as well. Billings needs housing that its workforce and lower-income residents can afford, and we are eager to help deliver it.

SCHEDULE

Work to date on the project includes securing financing, a suitable site, investigating apartment configuration, and researching housing needs. The design team is actively advancing design development and construction documents, and we expect to begin construction in summer 2026. Construction is expected to take approximately one year, with leasing anticipated to begin in summer 2027.

The development team has already purchased the site and is fully committed to making this project a reality.

PROJECT ELIGIBILITY & USE OF TIF FUNDS

The development team has carefully evaluated the City of Billings' TIF Policy, Montana Code Annotated, and our prior successful TIF-supported developments to ensure full compliance with all applicable requirements. We recognize the importance of using public resources responsibly and have prepared this request to maximize public benefit while maintain project feasibility.

As with prior affordable housing developments, Skyview Residences faces unique financial constraints. Because rents are restricted by design, the projects revenue potential is limited, requiring a carefully balanced capital stack. Strategic use of TIF funds is therefore critical to offset costs that cannot be supported by operating income..

Both Montana law and the City's adopted TIF policy identify land acquisition and certain predevelopment costs as eligible expenses. Including these costs is consistent with governing policy and reflects a practical and efficient use of TIF resources.

Allocating a portion of the TIF funds toward land acquisition and other non-construction costs, such as survey work, environmental work, and site planning is important for several reasons:

- **Cost Efficiency –**It minimizes exposure to construction cost escalation.
- **Maximization of Public Investment –** It allows TIF dollars to fill true financing gaps without unnecessarily increasing development costs, including costs driven by requirements such as State Prevailing Wage.

- **Use of Eligible Funds for Eligible Costs** – Because TIF can reimburse only certain eligible costs, this structure allows other unrestricted sources to be used for non-TIF-eligible expenses.

This approach results in more housing units delivered per public dollar invested and aligns with the City's goal of leveraging TIF resources to achieve meaningful community impact.

In addition, recent legislative changes recognizing "workforce housing" as eligible public infrastructure further supporting the appropriateness of TIF assistance for projects such as Skyview Residences, which will serve households earning between 40% and 80% of AMI.

The Developer has already purchased the site and will advance these costs, with all project construction completed before any TIF reimbursement is requested. We are committed to bringing this project to the BIRD in a manner that responsibly uses public funds to address a clear community need.

The City will not be asked to reimburse any costs until the project is fully complete and Certificates of Occupancy have been issued. This reimbursement structure is consistent with the successful Mitchell Court project in the South Billings Urban Renewal Area.

PROJECT FINANCING

The project's Organization Chart (Exhibit B) and Project Costs and Financing (Exhibit F) provide a detailed overview of the entities involved in the financing structure, the flow of funds, and the related amounts. The project capital stack is summarized as follows:

- **$3,808,272** Low Income Housing Tax Credit Equity
- **$1,825,000** 4.0725% interest loan from the Montana Board of Housing
- **$300,000** 2.00% loan from the Montana Healthcare Foundation
- **$1,000,000** City of Billings EBIRD TIF
- **$245,614** Deferred Fee
- **$110** GL / SLP Contribution
- **$7,178,996** **Total Development Cost**

TIF FINANCING STRUCTURE

The development team proposes a TIF structure that builds upon prior successful projects while improving long-term financial outcomes for both the project and the community.

In previous developments such as Jackson Court and Mitchell Court, TIF funds were provided as grants directly to the project upon completion. That structure can create unintended adverse financial impacts for affordable housing projects. To address this, Skyview Residences proposes an alternative structure that has been successfully utilized in other Montana communities:

- The City would enter into the Development Agreement with **NeighborWorks Montana**.

- Skyview Residences and NeighborWorks Montana would enter into a corresponding agreement incorporating all the City requirements established in the Development Agreement.
- Skyview Residences LLLP would incur TIF-eligible costs and construct the project.
- Following project completion, TIF funds would be requested and paid by the City to NeighborWorks Montana pursuant to the approved schedule.
- NeighborWorks Montana would then pass those funds through to Skyview Residences LLLP.

This structure provides several key advantages:

1) Preserves Project Feasibility & Long-Term Sustainability

It avoids a significant tax burden and allows the development to fully leverage its tax credit allocation, supporting long-term financial viability while continuing to serve low-income households.

2) Maintains Full Public Benefit and Oversight

The project would remain subject to all TIF requirements and Development Agreement provisions, ensuring accountability consistent with City requirements and this application. Skyview Residences will also pay property taxes, thereby increasing the increment available for future BIRD TIF investment.

This structure does not alter the timing or intended use of TIF reimbursement. Rather, it ensures public funds are deployed in the most efficient manner possible, maximizing the impact of each TIF dollar.

As proposed, the TIF Development Agreement would be between the City of Billings and NeighborWorks Montana.

REQUEST FOR TIF ASSISTANCE

To complete the capital stack necessary to move Skyview Residences forward, the development team respectfully requests $1,000,000 in TIF assistance.

These funds would be used for eligible project costs, including land acquisition, predevelopment activities, and select construction-related expenses. This allocation strategy has been designed to:

- Maintain overall project cost efficiency
- Maximize the impact of limited TIF resources; and
- Ensure long-term financial viability of the development

As with prior projects, the financing has been structured so that construction will be completed before reimbursement is requested of the City. Of the requested amount, $750,000 would be requested in fiscal year 2027 and the remaining $250,000 is fiscal year 2028.

This request is consistent with prior TIF-supported developments in Billings and reflects both current policy guidance and recent legislative changes supporting workforce housing.

Thank you to the BIRD Board and City of Billings for considering this request. We appreciate the opportunity to build on the success of Jackson Court and Mitchell Court and to deliver another high-quality affordable housing development made possible, in part, through TIF assistance.

THANK YOU FOR YOUR CONSIDERATION!

EXHIBIT E
SKYVIEW RESIDENCES APARTMENTS PROJECT SCHEDULE

The following summarizes the anticipated major project milestones commencing October 2025.

April – June 2026

- Solicit bids from subcontractors
- City Council meeting re: TIF Application
- Submit construction documents for City plan and permit review
- Zoning and Lot Aggregation

June 2026

- Building Permits & City Approvals
- Environmental hazard abatement & demolition
- Close Financing
- Begin Construction

June 2026 – July 2027

- Construction
- Certificates of Occupancy and Final Inspections

July 2027 –November 2027

- Receive $750,000 TIF reimbursement on or about July 1, 2027
- Place in Service and Lease-up

July 2028

- Receive $250,000 TIF reimbursement on or about July 1, 2028

Skyview Residences Exhibit F Project Costs Financing

Skyview TIF Application Budget

Est. TIF-Eligible Costs	MCA Citation	City TIF Policy	TIF Application Budget	Skyview TIF Budget Line Item
$ 460,000.00	7-15-4288	Section 1. a.	$ 460,000.00	Land Acquisition
$ 54,140.00	7-15-4288	Section 1. c.	$ 45,000.00	Site Work - Asbestos & Contaminated Soils Abatement
$ 67,885.00	7-15-4288	Section 1. a.	$ 55,000.00	Demolition & Site Clearance
		Section 1. c.	$ 10,000.00	Infrastructure / Workforce Housing Construction; Alarm & Security System
		Section 1. c.	$ 30,000.00	Infrastructure / Workforce Housing Construction; Fire Suppression Sytem
		Section 1. c.	$ 30,000.00	Infrastructure / Workforce Housing Construction; Site Improvements - Landscaping & Site Lighting
		Section 1. c.	$ 20,000.00	Infrastructure / Workforce Housing Construction; Site Improvements - Fences & Gates
		Section 1. c.	$ 2,000.00	Infrastructure / Workforce Housing Construction; Site Improvements - Benches & Community Gathering Space
$ 4,492,470.00	7-15-4288 / 7-15-4283	Section 1. c.	$ 60,000.00	Infrastructure / Workforce Housing Construction; Fascade - Doors & Windows
		Section 1. c.	$ 60,000.00	Infrastructure / Workforce Housing Construction; Fascade - Siding
		Section 1. b.	$ 45,000.00	Infrastructure / Workforce Housing Construction; Vehicle Access, Alley Paving & Parking Lot
		Section 1. b.	$ 52,535.00	Infrastructure / Workforce Housing Construction; Sidewalk, curb and gutter
		Section 1. b.	$ 25,000.00	Infrastructure / Workforce Housing Construction; Utility installation & connections
		Section 1. c.	$ 5,000.00	Infrastructure / Workforce Housing Construction; Finishes - Signage
$ 6,000.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 6,000.00	Market Study
$ 6,000.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 6,000.00	Appraisal
$ 7,985.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 7,985.00	Pre-Construction ALTA Survey
$ 6,660.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 6,660.00	Post-Construction ALTA Survey
$ 7,670.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 7,670.00	Lot Aggregation Filing & Plat
$ 7,500.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 7,500.00	Geotech Study
$ 35,000.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 33,000.00	Environmental Testing & Investigations
$ 10,000.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 5,500.00	City of Billings Building Permit Fee
$ 930.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 150.00	City of Billings Engineering Plan Review Fee
$ 6,550.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 2,000.00	City of Billings Plan Check
$ 690.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 150.00	City of Billings Plan Review
$ 130.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 50.00	City of Billings Landscape Plan Fee
$ 14,045.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 8,000.00	City of Billings Sewer System Dev Fee
$ 17,025.00	7-15-4288 / 7-15-4233	Section 1. a.	$ 9,800.00	City of Billings Water System Dev Fee
$ 5,200,680.00			$ 1,000,000.00	Total TIF Budget Request

$ 7,178,996.00	Estimated Total Development Cost
13.93%	TIF Request as Percent of Total Development Cost

Skyview Residences Exhibit F Project Costs Financing

Skyview Project Costs

Land and Site Improvements		
	Land & Buildings	$ 460,000.00
	Demolition	$ 67,885.00
	Env. Remediation	$ 54,140.00
	Site Work	$ 600,000.00
	Subtotal	$ 1,182,025.00
Construction/Rehabiltiation Costs		
	Construction	$ 3,555,445.00
	Contingency	$ 215,000.00
	Subtotal	$ 3,770,445.00
Other Costs		
	Architectural/Engineering	$ 354,103.00
	Construction/Interim Fees	$ 492,700.00
	Financing & Soft Costs (legal; perm loan fees; tax credit fees; studies and reports; accounting and audits; partnership organization; fees, title and recording fees; etc)	$ 1,261,135.00
	Reserves	$ 118,588.00
	Subtotal	$ 2,226,526.00
	Total Project Development Costs	**$ 7,178,996.00**

Skyview Residences Exhibit F Project Costs Financing

Skyview Residences Project Financing

Applicant Equity					
Cash Invested		$ 3,808,382.00			
Lender Commitments					
MBOH Coal Trust Loan		$ 1,825,000.00	4.0725%	20 year	$7,710/month
MTHF		$ 300,000.00	2.00%	18 year	$908/month
	Subtotal	$ 2,125,000.00			
TIFD Request for Funds for Eligible Public Improvements					
2027 TIF Allocation		$ 750,000.00			
2028 TIF Allocation		$ 250,000.00			
	Subtotal	$ 1,000,000.00			
Deferred Fees		$ 245,614.00			
	Total Project Development Costs	**$ 7,178,996.00**			

Andrew Chanania <andrew@northforkdevelopment.com>

Skyview updated underwriting

Tracy Menuez <tracy.menuez@mthf.org> Fri, Mar 6, 2026 at 10:38 AM
To: Andrew Chanania <andrew@northforkdevelopment.com>

Hi Andrew - Got your message. I'm ooo through Tuesday, but yes, I've sent everything on, and I think we should be good to do $300k at 2%. Thanks!

Tracy Menuez
Senior Program Officer
406.451.7060 ex. 213

MONTANA
HEALTHCARE
FOUNDATION

April 8, 2026

GL Development
4835 Echo Drive
Helena, MT 59602
Delivered via Email

Re: Skyview Residences Apartments

Thank you for the opportunity to work with you for the new construction of the Skyview Residences project in Billings, Montana. This letter is to inform you that Glacier Bank has conducted an initial underwriting of the proposed Project and determined it is feasible, subject to the final allocation by the Montana Board of Housing of the 9% Low Income Housing Tax Credits and the review of any updated due diligence material, and satisfactory completion of the other conditions set forth herein.

Construction Loan

- Borrower: Skyview Residences LLLP

- Purpose: Construction loan to be used for the new construction of 18 rent restricted housing units in Billings, Montana known as Skyview Residences Apartments (the "Project"). This loan is being proposed with a taxable rate.

- Loan Amount: $5,000,000

- Term/Payments: This loan will be established as a Draw Down Notes through the construction period with monthly interest only payments due for a period of up to 30 months. This will allow for the completion, stabilization, and certification of the Project prior to transitioning to the permanent loan. If there is a need to extend beyond the 30 months for up to 6 months, the modification fee will be no more than $500.00, provided the Project remains balanced in terms of sources and uses.

- Construction Supervision: Glacier Bank has a Construction Department that will make routine site inspections to monitor the construction process, gather all lien waivers and disburse 1099's on your behalf at the beginning of the year. Disbursements are prioritized for a 24-hour turnaround and made in the form of paper checks, ACH's or wires. All loan advances are usually made on a percentage of completion however this can be discussed at the construction meeting as to how we can meet your needs. Approval for each advance would be made in accordance with the terms of a construction and disbursement agreement agreed to by the LP, the General Contractor and Glacier Bank. The construction monitoring fee will be $5,000 and payable at the time of the closing of the Construction Loan to cover the entirety of the construction project.

- Pricing: The rate will be 7.50% for the duration of the construction loan.
  * It is the intend for Glacier Bank to submit application to the Montana Board of Investments Linked Deposit Program which provides a benefit to the project by decreasing the rate to the Federal Home Loan Bank Community Advance Straight Line Amortizing CIA 2-year rate. Rate would be determined within 3 business days after closing.

- Non-refundable Construction Loan Fees: A non-refundable Loan Fee of 1% of the Construction Loan amount shall be paid by Borrower at the closing of the acquisition of the Project

- Costs/Fees: Borrower will be responsible for all customary and reasonable third-party costs incurred by Glacier Bank related to the Project, including but not limited to appraisal, title work, attorney fees, and other costs, whether the Project is consummated or the Loan closes.

- Collateral: The loan shall be secured by a priority lien upon the real property on which the Project is located, and the improvements and fixtures located thereon, in the form of a Deed of Trust. As additional security, Glacier Bank shall have first lien on all items of personal property attached to or used in connection with the maintenance and/or operation of the property including, but not limited to appliances, machinery, equipment, water, sewer and drainage pipes, and any fixtures, as well as a security interest in such other assets of Borrower determined necessary in Glacier Bank's sole discretion. Borrower agrees to the execution for the benefit of Glacier Bank of an Assignment of Rents. Additional requirements include a Security Agreement, and Assignments of permits and contracts, including the construction contract, the architect contract and the management contract, a deposit account control agreement as well as an Assignment of the General Partner's partnership interests and Developer fee. The Assignment of the General Partner's partnership interest and Developer fee will be terminated after the fees are paid upon issuance of 8609 Form. Glacier Bank acknowledges there will be a subordinate pledge of the General Partners Partnership interest to the limited partner.

- Loan to Value will be calculated using As Complete Stabilized Restricted Market Value in addition to the Value of the Tax Credits.

- Prepayment: The Loan has the option of being paid down without penalty during construction and to the permanent loan amount at conversion without penalty or premium. Please note these funds will not be available to be re-advanced.

- Guaranties: Developer and development entities to be created that are project specific terminating at conversion. Additional guarantees may be requested after further review of due diligence.

- Deposit Accounts: Project deposit accounts are to be held at a Glacier Bank Division Bank to include Operating Account, Tenant Deposit Account, Taxes and Insurance Reserve during permanent phase, and Operating Reserve Account to include 6 months of operating expenses and debt service and Replacement Reserve Account for deposits equal to $350/unit/yr. A Development Account will be opened to be used for the construction loan proceeds and equity disbursements.

- Loan Documents: Loan documents and related security instruments shall be in a form and substance acceptable to the Bank and its counsel. Borrower agrees to enter and execute all documents contemplated by this letter of interest and as may otherwise be required by the Bank and/or its counsel.

Contingencies: The above is a general outline of the key terms on which the Bank is willing to extend financing and is contingent upon allocation or approval by the Montana Board of Housing of 9% Low Income Housing Tax Credits and the securing of a tax credit investor for equity contributions, review, and approval of additional or updated due diligence material, satisfaction of the conditions set forth herein, and the Bank's loan committee approvals. The rates quoted above are subject to repricing 120 days prior to closing. The final terms and all loan details will be contained in the closing documents.

We thank you for the opportunity you have given us to provide these credit facilities and your help in working through the due diligence process. We still have some work to do, and we look forward to working with you to complete the final details and close.

Sincerely,
Glacier Bank



Jennifer Wheeler
Vice President/Senior Commercial Lender
JWheeler@Glacierbank.com
406-756-4282

Accepted By:

_____
Gene Leuwer
GL Development

February 24, 2025

Skyview Residences, LLLP
Gene Leuwer
1625 E. 6th Ave.
Helena, MT. 59601

RE: Loan Commitment Skyview

Dear Gene:

Montana Housing is pleased to provide this letter in connection with your project listed above. This commitment letter (the "Commitment") constitutes the commitment of the Montana Board of Housing ("MBOH") for the loan type and amount listed below (the "Loan") to finance the development and construction of a certain affordable housing project commonly known as listed below (the "Project") located as listed below (the "Property") under the terms and conditions set forth herein

Based on the application you have submitted the general terms of the financing are summarized below:

Board Meeting:	December 9, 2024
Project:	Skyview
Property:	TBD Jackson Street, Billings, MT. 59101
Borrower:	Skyview Residences, LLLP
Guarantors:	None, it will be non-recourse.
Program:	Coal Trust Multifamily Homes Loan Program
Type:	Permanent Amortizing
Amount:	$2,400,000.00
Term:	16 years
Amortization Period:	40 years
Rate:	4.0725% based on August 2024 application
Security:	1st lien position non-recourse
Property Taxes:	Yes, will be subject to property taxes
Loan Origination Fees:	1% of Loan amount paid at closing
Compliance Fees:	Per unit annual fee matching Housing Credit fee
Escrows:	Will be held with Montana Housing

Underwriting

Assumptions: As outlined in Housing Credit Qualified Allocation Plan

Closing and Stabilization Conditions: On or after 3 months of stabilizes occupancy.

The board approved a loan commitment that authorizes board staff to complete the underwriting process, close and fund the loan, subject to Borrower meeting all applicable loan requirements.

The Loan includes the terms outlined above and is further subject to the terms and conditions in attached Exhibit A, incorporated herein by reference. If Borrower meets all the requirements and conditions of closing as provided in this Commitment, MBOH agrees to make the Loan to Borrower upon the terms and conditions specified in this Commitment.

Please contact me if you have any questions.

Sincerely,

Jason Hanson
Multifamily Program Manager

AGREED and ACCEPTED:

[Borrower]

By: _____
Its: _____

EXHIBIT A

ADDITIONAL LOAN TERMS AND CONDITIONS

MBOH's obligation to close and disburse the Loan is subject to Borrower's full compliance with all terms and conditions of this Commitment, including without limitation the following, as verified and approved by MBOH:

A. Borrower, the Loan, the proposed use of Loan proceeds, and the Project must all comply with the standards and requirements, including underwriting standards, of the Montana Board of Housing's Loan Program listed above (the "Program"), including without limitation those conditions and requirements listed in this Commitment and in the applicable Program Highlights posted on the MBOH website at https://commerce.mt.gov/Housing/Developers/Multifamily-Funding-Sources as of the date of this Commitment.

B. If the Loan is for permanent financing and MBOH requires that construction be completed prior to Loan disbursement, construction of the Project shall have been satisfactorily completed, and MBOH shall have received a copy of the certificate or certificates of occupancy issued by the appropriate governmental bodies for the Project in its entirety, including all improvements, or construction/architect formal completion reports.

C. If the Loan is for permanent financing and MBOH does not require that construction be completed prior to Loan disbursement, MBOH shall have received a copy of: (i) the plans and specifications for the construction and rehabilitation of the Project; and (ii) the construction contract entered into by Borrower, together with any and all amendments, modifications, supplements, general conditions and addenda thereto, in connection with the construction and/or rehabilitation of the improvements on or including all or any part of the Project or Property.

D. If applicable, Borrower shall have complied with any additional construction loan disbursement requirements specified in the Loan Documents and has applied for any disbursements from the Loan proceeds in accordance with the Loan Documents.

E. Full satisfaction of obligations under the construction loan documents and release by the construction loan lender of its liens on Project property

F. MBOH shall be furnished with an ALTA extended coverage lender's policy of title insurance with respect to the Property in the form of a commitment from a title insurer ("Title Commitment"), satisfactory in form and substance to

MBOH and including such endorsements as specified in writing by MBOH to Borrower. Such policy shall insure MBOH's interest under the Trust Indenture as holder of a valid and enforceable lien in the priority position listed above, in an amount not less than the amount of the Loan, subject only to such defects and encumbrances as MBOH shall have approved.

G. All Project reserve and deposit accounts are established by Borrower in accordance with MBOH requirements be retained by MBOH or held at an accredited financial institution approved by MBOH through the course of the Loan, including any operating account, tenant deposit account, operating reserve account, and replacement reserve account. Borrower must fund all reserve accounts related to the Project in accordance with the Loan Documents and MBOH's then-current policies regarding reserves.

H. Borrower shall be in compliance with all of its covenants and agreements contained in the Loan Documents (defined below) and all representations and warranties of the Borrower contained in any of the Loan Documents shall be true as of the date of disbursement of the Loan.

I. Borrower shall have executed and delivered all of the Loan Documents (defined below) to MBOH or the designated closing agent, and any Loan Documents specified for recording or filing in instructions delivered to the title company by MBOH have been delivered to an authorized agent of the title company for recordation or filing under binding recording or filing instructions approved by MBOH.

J. MBOH shall prepare the required loan documents to comply with the terms and conditions of this Commitment, to document the Loan and to secure its repayment, including but not limited to the following: loan agreement; promissory note; trust indenture, assignment of rents, security agreement and fixture filing ("Trust Indenture"); UCC financing statements; regulatory agreement; disclosure statement; statement of initial escrow and reserve for replacement account; amortization schedule; any required construction loan security or collateral documents (including, without limitation, security agreement; UCC financing statements; assignment of architect's contract; assignment of construction contract; assignment of contracts and permits; assignment of development agreement and development fee; assignment of capital contributions; assignment of general partner interest; assignment of management agreement; financial guaranties; guaranties of completion and performance; and environmental indemnification); and any additional documents deemed necessary by MBOH to facilitate closing or to adequately secure and protect its lien position under the Loan, all in form and substance satisfactory to MBOH (the "Loan Documents").

K. The Loan shall be secured by a lien in the priority position listed above on the Project, including all collateral; specified in the Loan Documents.

L. All taxes and assessments payable in connection with the Project and improvements are to be paid at the time of the loan closing and subsequent taxes and assessments must be paid when due.

M. Borrower shall bear all required Loan fees, including origination and compliance fees, and all expenses incurred in connection with the Loan including, but not limited to recording costs, premiums for title and liability insurance, fees for surveys, mortgage fees, and other out-of-pocket expenses. Loan servicing fees are shared equally between MBOH and Borrower.

N. This Loan is not subject to a prepayment penalty

O. Borrower shall furnish evidence of insurance policies specifically listing the location of this Project in accordance with the requirements of the Loan Documents.

P. All other Project funding sources identified in the Borrower's Loan Application are actually obtained, including closing and funding of loans, grants and other sources.

Q. The Project and all collateral securing the Loan shall at all times be subject to the regulatory agreement specifying applicable targeting, income, rent and other requirements and restrictions, and may be further subject only to such other restrictions or limitations as are approved in writing by MBOH and MBOH's counsel (except that MBOH consents to any restrictive covenants imposed with respect to the allocation of low income housing tax credits to the Project or other MBOH financing.

R. The Loan Documents will restrict and impose requirements relating to any sale, transfer or exchange of title to the Project, and will require that the Project will not be conveyed or further encumbered during the term of the Loan except for liens for the subordinate financing or other encumbrances approved by MBOH at the closing, other encumbrances made with MBOH's written consent, or as otherwise permitted in the Loan Documents.

S. All other conditions established by MBOH for the closing, perfection of Lender's security in the Property, and disbursement of the Loan, including all conditions for closing specified in the Loan Documents, shall have been satisfied.

This Commitment is further subject to the following

1. Non-Waiver: The terms of this Commitment may not be waived, modified or in any way changed by implication, correspondence or otherwise unless such waiver, modification or change is made in the form of an amendment to this Commitment which is executed by both Borrower and MBOH.

2. No Assignment/No Brokerage Fees: MBOH's Commitment hereunder shall not be assigned or transferred by Borrower, voluntarily or involuntarily, and any attempted assignment or transfer shall be void. MBOH shall not be required to pay a commission to any broker or agent in connection with this transaction.

3. No Prior Commitment/Applicability: This commitment letter supersedes any letter of interest or commitment letter previously issued by MBOH with respect to the Loan. This Commitment applies only to the below-referenced Loan and not to any housing credit or other financing source that may be provided by or through MBOH.

4. Commitment Superseded by Loan Documents: The terms and provisions of the Loan Documents and the Loan Documents have been mutually negotiated by the parties and contain their agreements, and, when finally executed upon closing, will supersede this Commitment.

NeighborWorks® MONTANA

Skyview Residences LLLP
ATTN: Gene Leuwer

Re: REDA2518 Predevelopment Loan for Skyview Residences LLLP

Dear Gene,

This letter is to confirm NeighborWorks Montana's (NWMT) intent to provide a loan to support predevelopment activities for Skyview Residences under the following conditions:

- Max loan amount = $1,000,000
- Interest Rate = 7.0%
- Fees = 1% origination fee
- Term = 1 year or at time of construction financing, whichever is sooner
- Repayment = interest-only paid quarterly then a single lump sum principal payment 12 months from the date of loan closing or at time of closing of construction financing, whichever is sooner
- Collateral = $1,000,000 guaranty from Gene Leuwer and trust indenture on the property at time of acquisition

This commitment is subject to receiving and approving:

- Senior Deed of Trust on property at time of acquisition.
- Quarterly updates and progress reports throughout project including planning, zoning, annexation (if applicable), etc.
- Quarterly updates and progress reports including the status of obtaining construction permits, construction financing, and construction take out financing.
- A signed resolution of the partnership authorizing managers from each entity to enter this loan as general partners of the LIHTC limited partnership.
- Borrower is to provide evidence of insurance on property during the term of the loan, naming NWMT as an additional insured.
- Copy of documentation from MTHCF loan.
- Updated market study.

If you wish to accept the terms of this approval, which are valid through 1/31/2026, please sign below and return to me. Please note that this approval letter is non-binding.

Sincerely,

Larry Phillips,
Real Estate Lending Director

I accept the terms of this loan approval:

Gene Leuwer

SLATE
CAPITAL PARTNERS

December 5, 2025

Mr. Gene Leuwer
GL Development, LLC
1625 E. 6th Ave.
Helena, MT 59601

RE: Letter of Intent for Equity Investment
Skyview Residences LLLP
Billings, Montana
18 Units – Family LIHTC Development

Dear Mr. Lewuer,

Slate Capital Partners LLC ("Slate") is the manager of investment partnerships which provide equity capital for multi-family apartment complexes that are eligible for low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986, as amended ("Low-Income Housing Tax Credits") by investing in limited partnerships that own such apartment complexes.

You have advised us that a single-purpose corporation, Echo Development 2023 LLC, a Montana limited liability company (the "General Partner") has formed a Montana limited liability limited partnership called Skyview Residences LLLP, (the "Partnership"), which intends to construct an apartment complex located in Billings, Montana (the "Apartment Complex").

Slate appreciates this opportunity to provide you with this letter of intent for an affiliated company, which will be managed by Slate ("Investor"), will acquire of a 99.99% limited partnership interest in the Partnership, subject to the terms and conditions hereof and also subject to (i) investment committee approval (ii) negotiation and execution of documentation acceptable to both parties and (iii) receipt of opinions of counsel (including corporate, tax and real estate) acceptable to the Investor. Upon the execution of this letter, Slate will commence its due diligence review and initiate the closing process. The General Partner will execute an amended and restated partnership agreement of the Partnership in the Investor's standard form (the "Partnership Agreement"). Guarantor(s) acceptable to the Investor in its sole discretion (the "Guarantor") will guarantee the General Partner's obligations to the Investor.

This letter of intent is based on assumptions and information, including estimates of costs, timing assumptions and debt financing, provided by your organization. Any changes in these assumptions may result in changes to the terms and conditions, including the equity purchase price, outlined in this letter.

Slate's letter of intent to facilitate equity contributions is predicated on the following assumptions and information:

1. FINANCING

Financing of the Apartment Complex will be subject to Investor approval and must comply with applicable statutes and regulations necessary to preserve the delivery of Low-Income Housing Tax Credits to the Investor. To the extent that a change in financing structure, or project schedule, changes the amount of Low-Income Housing Tax Credits, then capital contributions will be adjusted accordingly. The General Partner must deliver any required lender approval of the admission of the Investor to the Partnership prior to such admission (the "Closing"). The preparation, filing and processing of all such financing applications and all costs and expenses thereof, shall be the sole responsibility of the General Partner and/or the Partnership. All loan documents shall provide that notices of default and foreclosure shall be sent to the Investor, as well as to the General Partner.

- Construction financing will be provided for an amount sufficient (in conjunction with the Investor's capital contributions) to ensure completion of the Property's construction. Construction financing shall be provided by a Glacier Bank, or a division thereof.

- Permanent Financing of $1,925,000 will be provided in the form of a Coal Trust Multifamily Homes Program loan. The loan will have an interest rate of 4.0725%, 20-year term and 40-year amortization.

- Permanent Financing of $100,000 will be provided in the form of a Montana Healthcare Foundation loan. The loan will have an interest rate of 2.00%, 18-year term and 40-year amortization.

- TIF financing from the City of Billings in the amount of $750,000 will be provided in the form of a grant to the Partnership. The grant income associated with the TIF financing is anticipated to be specially allocated to the Investor Limited Partner.

- All permanent financing must be non-recourse with respect to the Partnership and its partners, unless otherwise directed by the Investor.

2. TAX CREDIT ASSUMPTIONS AND CAPITAL CONTRIBUTIONS

The Partnership has received an allocation of $470,204 in annual federal low-income housing tax credits from the Montana Board of Housing ("HFA") to be earned over the 10-year credit period. Based on projected total development costs, the Partnership is expected to earn, in the aggregate, federal low-income housing tax credits of $4,702,040. The Investor's portion of the aggregate annual tax credits (99.99%) will be generated as follows:

Tax Credit Year	Skyview Residences LLLP	Investor
Year 1 (2027)	$313,469	$313,438
Years 2 – 10 (2028 - 2036)	$470,204	$470,157
Year 11 (2037)	$156,735	$156,719
Total	**$4,702,040**	**$4,701,570**

The "Capital Contribution", as set forth below, is based on your projection of an annual amount of Low-Income Housing Tax Credits and reflects current market conditions. Subject to the terms and conditions set forth herein and in the to be drafted Partnership Agreement, and based upon a price of $0.79 per low-income housing tax credit, the Investor will make capital contributions to the Partnership in the total amount of$3,714,240 (the "Capital Contribution") excluding amounts payable under Section 3 as set forth below.

First Installment

Paid at Closing upon admission of Investor to Partnership and satisfaction of all due diligence.	$527,819	(14.21%)

Of the First Installment $23,423 may be applied to the Developer Fee.

Second Installment

Paid upon the latest of the following:	$371,399	(10.00%)

(i) Evidence satisfactory to the Investor that the construction of the Apartment Complex is 50% complete; and

(ii) No sooner than October 1, 2026.

Of the Second Installment $35,135 may be applied to the Developer Fee.

Third Installment

Paid upon the latest of the following:	$922,641	(24.84%)

(i) Receipt of a certificate of occupancy for all project units;

(ii) Receipt of an Architect's certificate of substantial completion for all project units;

(iii) An ALTA/NSPS Land Title "as built" Survey (new construction only);

(iv) A date down endorsement or a similar construction lien guarantee effective as of the date of construction completion;

(v) Receipt of an ALTA 3.1-06 zoning endorsement (new construction only);

(vi) A report evidencing that radon gas is not present at a level above the Recommended permitted safe level as determined by the EPA;

(vii) Evidence that the General Partner has made its capital contribution; and

(viii) No sooner than April 1, 2027.

Of the Third Installment $81,982 may be applied to the Developer Fee.

Fourth Installment

Paid upon the latest of the following: $1,892,382 (50.95%)

(i) Achievement of stabilized operations ("Stabilization"), which shall include the following conditions:

a. Achievement of 90% occupancy for 90 consecutive days and a minimum 1.15 debt service coverage ratio on all must-pay debt;

b. Expiration of the mechanics lien filing period applicable to the project;

c. Receipt and approval of the Partnership's Basis Certification And Form 8609.

d. The construction loan has been retired or converted to permanent financing; and

e. The Operating Reserve shall be fully funded in the amount of $102,987.

f. The Revenue Deficit Reserve shall be fully funded in the amount of $14,384.

g. No sooner than October 1, 2027.

Of the Fourth Installment $93,694 may be applied to the Developer Fee.

Milestone	Projected Date	Project Costs	Project Reserves	Developer Fee	Total Contribution	Percent
Closing	4/1/26	$504,395	--	$23,423	$527,819	14.21%
50% Completion	10/1/26	$336,264	--	$35,135	$371,399	10.00%
100% Completion	4/1/27	$840,659	--	$81,982	$922,641	24.84%
8609 / Conversion	10/1/27	$1,681,318	$117,371	$93,694	$1,892,382	50.95%
Totals		**$3,362,635**	**$117,371**	**$234,235**	**$3,714,240**	**100.0%**
Total Project Equity		**$3,714,240**				

3. TAX CREDIT ADJUSTER CLAUSES

Guarantors will guarantee any adjustments to or refunds of the capital contributions resulting from a delay, recapture, and/or a reduction in the tax credit amount. The Capital Contribution amount stated above is based upon your projection of an annual amount of Low-Income Housing Tax Credits ("LIHTC") which in turn is based upon certain of the assumptions and projections stated in Schedule A herein. The actual amount of Low-Income Housing Tax Credits may in fact change after the determination of eligible and qualified basis. Accordingly, the Capital Contribution may be adjusted when (i) final projections of the amount of Low-Income Housing Tax Credits are completed and/or (ii) upon or after actual completion of the Apartment Complex. To the extent such final projected amount of Low-Income Housing Tax Credits varies from the actual amount of Low-Income Housing Tax Credits, the Capital Contribution will be adjusted as set forth in the following paragraphs and will be more particularly defined in the Partnership Agreement.

Downward Timing Adjuster: If, with respect to any year, the actual tax credit is or was less than the forecasted tax credit for such year (as shown in the Tax Credit Assumptions section of this letter), then the General Partner shall make a payment to the Investor in an amount equal to the differential between (a) the shortfall and (b) the present value as of the current year of receiving an amount equal to the shortfall on the year the credits will be received, using a 8% discount rate.

Upward Timing Adjuster: If the conditions for making the Capital Contribution above have been satisfied, and the amount of tax credits properly allocated in 2027 to the Investor is more than $313,438, subject to funds being available and investor approval, then there shall be an increase ("First Year Increase") in the Investor's Capital Contribution in an amount equal to the sum of the product of (a) $0.65 and (b) the difference between the First Year Increase and the present value as of December 31, 2037 of receiving an amount equal to the First Year Increase on December 31, 2037 using an 8% discount rate (the "First Year Upward Adjustment Amount"). The Investor shall pay the First Year Upward Adjustment Amount to the Partnership as a Capital Contribution with twenty business days of the later of (A) Stabilization, (B) the Investor's receipt of the final tax return for 2027, including Schedule K-1 or (C) the General Partner's certification that the representation and warranties set forth in the Partnership Agreement remain true and correct in all material respects as of the date of the Investor's First Year Upward Adjustment Capital Contribution and there is no default by the General Partner or amounts owed to the Investor.

Aggregate Adjuster: If, with respect to cost certification and Form 8609, the aggregate tax credit is or was less than the forecasted tax credit (as shown in the Tax Credit Assumptions and Tax Credit Delivery sections of this letter), then the General Partner shall make a payment to the Investor in an amount equal to the shortfall in tax credits multiplied by $0.79 per federal low-income housing tax credit plus costs incurred by the Investor as a result of the shortfall.

Upwards Aggregate Adjuster: If the actual amount of low-income housing tax credits (determined by the cost certification and complete and executed Forms 8609) exceeds the projected amount of low-income housing tax credits for all of the 10-year credit period ("Credit Excess"), subject to funds being available and investor approval, then there shall be an increase to the Investor's fourth installment in an amount

equal to the amount needed to maintain the Investor's projected return on investment (but in no event in an amount greater than the product of the Credit Excess and $0.79, and in no event in an amount exceeding 5% of the Investor's total Capital Contribution amount except as specifically consented to by the Investor).

In no event shall the Investor's total Capital Contribution amount be increased by cumulative upward adjusters by more than 5% without the written consent and approval of the Investor.

Recapture: In the event of a recapture of credits previously claimed by the Investor (for a reason other than sale of all or part of the Investor's interest in the Partnership), the General Partner shall promptly pay to the Investor the sum of (i) the deficiency (including any interest and penalties) assessed or assessable against the Investor with respect to the recaptured credits and (ii) an amount sufficient to pay any tax liability of the Investor (or its partners) resulting from the receipt of the amount specified in the foregoing clause based on the applicable tax rate.

All amounts paid by the General Partner or the Guarantor pursuant to the tax credit adjusters set forth above shall be treated as noninterest bearing loans to the Partnership and shall be repaid out of distributable cash flow or capital transaction proceeds.

4. CASH FLOW ALLOCATIONS & DISTRIBUTIONS

The tax credits, depreciation, and operating profits and losses of the Partnership shall be allocated 99.99% to the Investor and 0.01% to the General Partner. With respect to the taxable income, we have assumed a 30-year depreciation schedule for qualifying construction costs, 15-years for qualifying site costs and 5-years for personal property. It is also anticipated that the Partnership will qualify for bonus depreciation on site costs and personal property costs.

Cash flow of the Partnership after expenses and debt service will be distributed, to the extent available, according to the following priorities:

First: to the repayment of any amounts loaned by the Investor or its affiliates to the Partnership to cover any operating deficits;

Second: to the Investor to the extent of any unpaid amounts due it;

Third: to the funding of the operating reserve if disbursements have been made;

Fourth: to the payment of an annual Compliance Monitoring Fee, payable to Slate Capital Partners LLC in an amount of $2,250 increased by 3.0% annually, which shall accrue if not paid;

Fifth: to the payment of any deferred development fee and any interest, if applicable;

Sixth: to the payment of an annual Partnership Management Fee, payable to the General Partner in an amount of $2,250 increased by 3.0% annually, which shall accrue if not paid;

Seventh: to the payment of any operating deficit loans or other loans made by the General Partner;

Eighth: 10% of the remaining distributable cash flow to the Investor;

Ninth: to the payment of the Incentive Management Fee (not to exceed 12% of cash rent collected in any given year), provided sufficient support services have been provided to the project tenants such that the Incentive Management Fee Agreement is still in full force and effect;

Tenth: to the payment on any amounts then due under any soft project financing referred to in the Financing Section; and

Tenth: the balance 99.0% to the General Partner and 1.0% to the Investor.

5. SALE OR REFINANCE

Upon the sale of the Apartment Complex or a refinancing of the permanent mortgage loan, proceeds will generally be allocated in accordance with the following priority:

First: to the repayment of any amounts loaned by the Investor or its affiliates to the Partnership to cover any operating deficits;

Second: to the Investor to the extent of any unpaid amounts due it;

Third: to fund reserves for contingent liabilities to the extent deemed reasonable by the General Partner;

Fourth: to the payment of any Developer Fees owed and then to Operating Deficit Loans or other loans made by the General Partner;

Fifth: to the payment of any Disposition Fee owed; and

Sixth: the balance 89.99% to the General Partner, 10.00% to the Investor and 0.01% to Slate Special LLC.

6. GUARANTOR OBLIGATIONS

The Guarantors shall be as follows:

Development Obligations: Echo Development 2023 LLC

	GL Development, LLC Gene Leuwer Beki Glyde Brandborg *
Operating Deficits:	Echo Development 2023 LLC GL Development, LLC Gene Leuwer Beki Glyde Brandborg *
Tax Credit Adjusters:	Echo Development 2023 LLC GL Development, LLC Gene Leuwer Beki Glyde Brandborg*

*Beki Glyde Brandborg is a Stabilization Guarantor and will be released from all guarantee obligations once the project has achieved Stabilization.

Guarantees from the parent organization(s) of any non-profit entities shall be required, as outlined above.

The Guarantor shall guarantee the obligations of the General Partner under the Partnership Agreement including, without limitation, the following:

Development Obligations: The Guarantor will guarantee the delivery of a completed, lien-free project (including all final Certificates of Occupancy), substantially in accordance with plans and specifications based upon the fixed development costs. This guarantee includes without limitation, a guaranty (i) to pay any amounts needed in excess of construction loan and other available proceeds to complete the improvements, (ii) of all amounts necessary to achieve permanent loan closing and (iii) to pay any operating deficits prior to the conclusion of construction/rehabilitation.

Operating Obligations: The Guarantor will be obligated to advance monies necessary to cover operating deficits, including any and all required reserves, during the 15-year compliance period (as defined by Code Section 42(i)(1)). In the specific case of the Operating Deficit Guarantee, Slate agrees to limit the Guarantors' obligation to $102,987 in the aggregate.

All amounts paid by the General Partner or the Guarantors pursuant to the Operating Obligations set forth above shall be treated as interest bearing loans to the Partnership and shall be repaid out of distributable cash flow or capital transaction proceeds.

In addition to the Operating Obligations, the Guarantor will be obligated (a) to fund an Operating Reserve Cash Account equal to the greater of $102,987, or the amount required by the Permanent Lender; (b) to fund a Revenue Deficit Reserve Cash Account equal to the greater of $14,384, or the amount required by the Permanent Lender; and (c) to fund and periodically replenish throughout the duration of the Partnership, Replacement Reserves equal to the greater of $350 per unit per year or the amount required by the Permanent Lender. Operating Reserves are required to be fully funded and will remain restricted

for the 15-year compliance period. However, upon the request of the General Partner and subject to joint review by the General Partner and Slate, a partial release of up to 50% of the Operating Reserve Cash Account will be entertained at the conclusion of Tax Credit Year 10. The partial release will be subject to the consent and approval of Slate in its sole discretion.

Environmental Indemnification: The Guarantors shall provide the Partnership and the Investor an environmental indemnification with regard to the presence of any hazardous substances or the existence of other environmental conditions at the Project property. Slate's standard environmental indemnification provisions shall be set forth in the Limited Partnership Agreement.

7. GENERAL PARTNER RIGHTS AND OBLIGATIONS

The General Partner obligations will include the following:

A. Act as General Partner: The General Partner shall, as General Partner of the Partnership, be responsible for the day-to-day management of the Partnership.

B. Compliance Obligations: The General Partner shall take any and all actions required to ensure the Property will continue to qualify for low-income housing and, if applicable, other tax credits.

C. Purchase Option: Following the 15-year compliance period, the General Partner, if it, or an affiliate, has continuously served as General Partner, will have the right to purchase either the Project or the Limited Partner's interest for an amount equal to the greater of (i) fair market value of the Project (or the Limited Partner's interest, as applicable) or (ii) the outstanding indebtedness secured by the Property plus the taxes attributable to the sale. In addition, if the General Partner is a "qualified non-profit corporation" as such term is defined in Section 42(h)(5)(C) of the Internal Revenue Code, the General Partner shall be granted a right of first refusal to acquire the Project at the expiration of the 15-year tax credit compliance period. The purchase price for the project with respect to the exercise of the right of first refusal shall be determined in conformance with Section 42(i)(7) of the Internal Revenue Code.

D. Representations and Warranties: The accuracy of all customary representations and warranties will be guaranteed by the General Partner.

E. Repurchase: The Guarantor shall repurchase the Investor's interest for an amount at least equal to the sum of: (i) the amount of its Capital Contributions that have been funded plus interest at the rate of 12%, plus (ii) all unreimbursed expenses incurred by the Investor in connection with the transaction, plus (iii) all interest and penalties imposed on the Investor, plus (iv) all transfer taxes incurred by the Investor (and the Investor shall have no further obligation to fund any remaining installments of its Capital Contributions) upon the occurrence of certain major adverse events which will be described in detail in the Limited Partnership Agreement, such as events adversely affecting the continuing viability of the Project or its ability to generate the projected Tax Credits.

F. 168(h) Election: Not applicable unless a General Partner entity that is wholly-owned by a non-profit organization is admitted to the Partnership.

8. REPORTING REQUIREMENTS & PROJECT FEES

Within 15 days after the end of each month of a fiscal year of the Partnership, the General Partner shall cause to be prepared and distributed to the Investor a report containing (i) a Partnership balance sheet, which may be unaudited; (ii) a statement of Partnership income and expenses for the month then ended, which may be unaudited; (iii) a statement of Partnership cash flows, reserves and capital proceeds for the month then ended, which may be unaudited; (iv) a certification of the General Partner that the apartment complex and its tenants are in compliance with all applicable federal, state and local requirements and regulations; (v) a copy of the rent roll for the apartment complex, an operating statement and an occupancy/rental report, all in the form specified by the Investor; (vi) a statement describing (a) any new agreement, contract or arrangement between the Partnership and a General Partner or any affiliate of a General Partner, and (b) the amount of all fees and other compensation and distributions and reimbursed expenses paid by the Partnership for the month to a General Partner or an affiliate of a General Partner; (vii) a report of the significant activities of the Partnership during the fiscal month; and within 15 days after the occurrence of the following, the General Partner shall cause to be prepared and distributed to the Investor a report containing a) that the apartment complex and its tenants are found to be not in compliance with all applicable federal, state and local requirements and regulations and b) all other information which would be pertinent to a reasonable investor regarding the Partnership and its activities during the month covered by the report, including but not limited to, copies of any filings and correspondence with the United States Treasury or the allocating agency (and its successors and assigns) regarding the Apartment Complex.

Project fees will be assessed as follows:

i. Compliance Monitoring Fee: Slate will be paid an asset management fee pursuant to a Compliance Monitoring Fee Agreement to be entered into between the Partnership in an amount equal to $2,250 per year, escalating annually at a 3% rate of increase. The asset management fee will be paid as an annual distribution of available cash flow as outlined above.

ii. Partnership Management Fee: The General Partner will be paid a Partnership Management Fee pursuant to a Partnership Management Fee Agreement to be entered into between the General Partner and the Partnership in an amount equal to $2,250 per year, escalating annually at a 3% rate of increase. The fee will be paid as an annual distribution of available cash flow as outlined above.

iii. Late Fees: To ensure timely reporting, a $250 per day late fee will be assessed for late reports relating to Reporting Requirements above. Any such late fee assessment will be made subject to prior notice to the General Partner and may apply to more than one reporting period. If a notice is not given to the General Partner within 15 days of the deadline for the reporting listed above, no late fees shall be applicable to that period's reporting requirements.

iv. Disposition Fee: Other than a sale executed under the Right of First Refusal, upon sale of the Property, Slate shall be entitled to receive a disposition fee of up to 3% of the sales price of the Property for assistance provided in connection with the sale.

v. Accounting Fee: An annual accounting fee shall be paid to Eide Bailly LLP or such other accounting firm as mutually agreed to by the General Partner and Slate (the "Property Accountant") by the Partnership. The Property Accountant shall be responsible for causing the preparation of the Partnership's annual audited financial statements and income tax return and coordinating communications with the Investor.

vi. Accountant's Letter: The General Partner will cause the preparation of a letter from the Property Accountant addressing issues regarding the Property, including the credit basis. The cost of this letter will be paid by the Partnership and is included in the development budget.

vii. Transaction Costs: The General Partner, on behalf of the Project, is generally responsible to arrange the Partnership's payment of other costs of the transaction, including, but not limited to: (i) title insurance policy premiums or endorsements, (ii) all legal fees and other expenses incurred in obtaining the credit allocation from the allocating agency or other governmental agency approvals required to construct or operate the Property and (iii) costs of appraisals, market studies, engineering reports and phase one environmental studies as required by the Investor.

9. LEGAL OPINIONS

The General Partner shall cause the attorneys for the Partnership to provide the legal opinions more particularly set forth in the Partnership Agreement. The cost of the Tax Opinion will not be a Partnership cost.

10. INDEMNITY

In the Partnership Agreement the General Partner shall indemnify Investor and its officers, directors and affiliates for any untrue statement of a material fact or omission to state a material fact necessary to make any such statements, in light of the circumstances under which they were made, not misleading, by the General Partner or their agents set forth in any document delivered by the General Partner or their agents in connection with the acquisition of the Apartment Complex, the investment by the Investor in the Partnership and the execution of the Partnership Agreement.

11. DUE DILIGENCE PROCESS

Slate and the Investor will have the opportunity to perform, and you and your professionals will assist us in, the customary due diligence necessary in the acquisition of the Apartment Complex and of the investment by Investor in the Partnership. As a condition of closing, the Partnership shall provide the Investor information reasonably requested by the Investor, including without limitation, (i) market rental information, proving that the projected rents will be achieved and the rent up will occur within a reasonable absorption period, (ii) plan and cost review report by a professional acceptable to the Investor and (iii) a Phase I environmental report. A sample (but not exhaustive) list of due diligence documents will be provided at a later date. Additionally, approval of this transaction is subject to Investor satisfaction and completion of due diligence (including site visit, review, and investment committee approval), and receipt

by the Partnership of a Low-Income Housing Tax Credits reservation or allocation approval from the appropriate state or local agency.

12. TITLE INSURANCE

The General Partner shall provide, at the Partnership's expense, title insurance in favor of the Partnership in an amount not less than the sum of total development costs.

13. EXECUTION OF PARTNERSHIP AGREEMENT

As a condition to the Closing, the General Partner will execute the Partnership Agreement and any related documentation necessary to complete the transaction and the Guarantor must execute the Guaranty.

14. HAZARD AND LIABILITY INSURANCE

As a condition to receipt of the First Installment of Capital Contributions, the Partnership shall deliver evidence of hazard insurance from carriers acceptable to the Investor, in an amount equal to the replacement cost of the apartment improvements. The hazard insurance must include endorsements for inflation adjustment and code upgrade coverage. Liability insurance shall be in the amount of not less than $2,000,000.

15. ESCROWS

To the extent not required by any mortgage lender, the Partnership shall maintain funds in a segregated escrow account, in an amount sufficient to pay all real estate taxes and insurance premiums when due.

16. PAYMENT AND PERFORMANCE BOND

The Contractor shall provide payment and performance bonds in form and substance satisfactory to Investor, in the full amount of the construction contract naming the Partnership, Investor and Special Limited Partner as obligee issued by a bonding company acceptable to Investor.

17. BROKERS

Any and all fees due to any broker involved in this transaction will be the responsibility of the General Partner. By executing this letter of intent, you represent and warrant that no broker has been involved in the negotiations among the General Partner, its principals and Slate. You further acknowledge and agree that neither Slate nor the Investor shall be responsible for the payment of any brokerage fees in connection with the Investor's investment in the Project unless otherwise specifically agreed to in writing by Slate

18. SLATE DUE DILIGENCE FEE

The project shall be required to reimburse Slate a due diligence fee of $50,000 for Slate's underwriting, due diligence and closing expenses. Included in Slate's closing expenses is the cost to commission a Cost Segregation Study and construction monitoring services.

19. ADDITIONAL PROVISIONS

If the above is acceptable to the General Partner, please execute a copy of this letter and return it to the Investor. In the event that Investor is not in receipt of an executed copy of this letter within ten (10) days, this letter shall be considered withdrawn and shall be of no further force or effect.

Based on the information contained in this letter, the Partnership agrees to give Slate the exclusive right to syndicate this Property until such time as Slate and the Partnership mutually agree in writing to discontinue their efforts to complete an investment.

By executing this letter and in consideration of Slate's entering into this proposal, you agree, on your own behalf and on behalf of your affiliates, officers, directors, and employees and on behalf of any other partners or joint ventures who are or will be involved in the development of the Property: (1) not to disclose any of the terms or provisions contained in this proposal to any other person or entity, unless such disclosure is approved in advance by Slate and, (2) that Slate may undertake credit, background and similar checks on you, your principals and your major affiliated companies.

Upon the Investor's receipt of a fully executed copy of this letter, the Investor will commence the necessary action to deliver to you a copy of the proposed Partnership Agreement and you shall be bound by all of the terms and provisions hereof. If prior to the expiration of the due diligence period Investor agrees to proceed with the transaction, but notwithstanding such agreement, the General Partner (i) fails to negotiate the Partnership Agreement or other closing documents in good faith and/or (ii) offers the limited partnership interest contemplated hereby to a third party, then the General Partner shall be obligated to reimburse Investor and/or Slate for all fees, costs and expenses incurred by Investor and/or Slate in connection with this transaction, including without limitation, all legal fees and disbursements, engineering and other professional fees, site inspection fees, market study fees, appraisal fees, background investigation costs, and other due diligence costs and expenses.

Pricing of the tax credits, and corresponding Capital Contributions outlined in paragraph 2 above, made into the Partnership, are a function of many factors including current market conditions, the timing of equity installments and credit delivery, etc. These market conditions are subject to change, as the market price may vary and fluctuate from one week to the next. Accordingly, please be advised that if the project does not close on or before October 1, 2026 or there is a change in the projections on which this letter is based that results in a reduction in yield, Slate and the Investor reserve the right to adjust the equity pricing proposal to maintain the projected yield and coincide with the going market rate (as may be determined by Slate or the Investor in their sole discretion). Should Slate or the Investor require and propose changes in the prices outlined herein, the General Partner shall have the right to accept or reject any such new pricing. In the event the General Partner rejects the modified pricing proposal, the parties are free to terminate the relationship and shall have no further obligation or responsibility to one another.

This letter shall be governed by and construed in accordance with the internal laws of the State of Montana. This agreement shall not create any liability on the part of Slate or the Investor. All rights and obligation of the Investor shall be set forth in the Partnership Agreement and shall not be binding on the Investor until the Investor delivers a fully executed copy of the Partnership Agreement to the General Partner.

Notwithstanding anything to the contrary contained herein, the provisions of this letter represent the entire understandings of Slate, the Investor, the General Partner and/or the Partnership with respect to the matter hereof, and all prior understandings, agreements and representations with respect thereto whether written or oral are superseded hereby and merged herein. None of the provisions of this letter

may be waived or modified unless such waiver or modification is in writing and signed by the parties hereto and approved by Slate's counsel. No oral agreements shall ever be binding on Slate and/or the Investor.

– Signature page(s) follow –

Sincerely,
Slate Capital Partners LLC

By: _____
Name: Shane Walk
Title: President

Agreed to and accepted as of

December 6, , 2025
by the undersigned

GL Development, LLC

By: _____
Name: Eugene Leuwer
Title: Manager

COMMERCE

MONTANA BOARD OF HOUSING

February 24, 2025

Skyview Residences, LLLP
Gene Leuwer
1625 E. 6th Ave.
Helena, MT. 59601

RE: Loan Commitment Skyview

Dear Gene:

Montana Housing is pleased to provide this letter in connection with your project listed above. This commitment letter (the "Commitment") constitutes the commitment of the Montana Board of Housing ("MBOH") for the loan type and amount listed below (the "Loan") to finance the development and construction of a certain affordable housing project commonly known as listed below (the "Project") located as listed below (the "Property") under the terms and conditions set forth herein

Based on the application you have submitted the general terms of the financing are summarized below:

Board Meeting:	December 9, 2024
Project:	Skyview
Property:	TBD Jackson Street, Billings, MT. 59101
Borrower:	Skyview Residences, LLLP
Guarantors:	None, it will be non-recourse.
Program:	Coal Trust Multifamily Homes Loan Program
Type:	Permanent Amortizing
Amount:	$2,400,000.00
Term:	16 years
Amortization Period:	40 years
Rate:	4.0725% based on August 2024 application
Security:	1st lien position non-recourse
Property Taxes:	Yes, will be subject to property taxes
Loan Origination Fees:	1% of Loan amount paid at closing
Compliance Fees:	Per unit annual fee matching Housing Credit fee
Escrows:	Will be held with Montana Housing

Underwriting

Assumptions: As outlined in Housing Credit Qualified Allocation Plan

Closing and Stabilization Conditions: On or after 3 months of stabilizes occupancy.

The board approved a loan commitment that authorizes board staff to complete the underwriting process, close and fund the loan, subject to Borrower meeting all applicable loan requirements.

The Loan includes the terms outlined above and is further subject to the terms and conditions in attached Exhibit A, incorporated herein by reference. If Borrower meets all the requirements and conditions of closing as provided in this Commitment, MBOH agrees to make the Loan to Borrower upon the terms and conditions specified in this Commitment.

Please contact me if you have any questions.

Sincerely,

Jason Hanson
Multifamily Program Manager

AGREED and ACCEPTED:

[Borrower]

By: _____
Its: _____

EXHIBIT A

ADDITIONAL LOAN TERMS AND CONDITIONS

MBOH's obligation to close and disburse the Loan is subject to Borrower's full compliance with all terms and conditions of this Commitment, including without limitation the following, as verified and approved by MBOH:

A. Borrower, the Loan, the proposed use of Loan proceeds, and the Project must all comply with the standards and requirements, including underwriting standards, of the Montana Board of Housing's Loan Program listed above (the "Program"), including without limitation those conditions and requirements listed in this Commitment and in the applicable Program Highlights posted on the MBOH website at https://commerce.mt.gov/Housing/Developers/Multifamily-Funding-Sources as of the date of this Commitment.

B. If the Loan is for permanent financing and MBOH requires that construction be completed prior to Loan disbursement, construction of the Project shall have been satisfactorily completed, and MBOH shall have received a copy of the certificate or certificates of occupancy issued by the appropriate governmental bodies for the Project in its entirety, including all improvements, or construction/architect formal completion reports.

C. If the Loan is for permanent financing and MBOH does not require that construction be completed prior to Loan disbursement, MBOH shall have received a copy of: (i) the plans and specifications for the construction and rehabilitation of the Project; and (ii) the construction contract entered into by Borrower, together with any and all amendments, modifications, supplements, general conditions and addenda thereto, in connection with the construction and/or rehabilitation of the improvements on or including all or any part of the Project or Property.

D. If applicable, Borrower shall have complied with any additional construction loan disbursement requirements specified in the Loan Documents and has applied for any disbursements from the Loan proceeds in accordance with the Loan Documents.

E. Full satisfaction of obligations under the construction loan documents and release by the construction loan lender of its liens on Project property

F. MBOH shall be furnished with an ALTA extended coverage lender's policy of title insurance with respect to the Property in the form of a commitment from a title insurer ("Title Commitment"), satisfactory in form and substance to

MBOH and including such endorsements as specified in writing by MBOH to Borrower. Such policy shall insure MBOH's interest under the Trust Indenture as holder of a valid and enforceable lien in the priority position listed above, in an amount not less than the amount of the Loan, subject only to such defects and encumbrances as MBOH shall have approved.

G. All Project reserve and deposit accounts are established by Borrower in accordance with MBOH requirements be retained by MBOH or held at an accredited financial institution approved by MBOH through the course of the Loan, including any operating account, tenant deposit account, operating reserve account, and replacement reserve account. Borrower must fund all reserve accounts related to the Project in accordance with the Loan Documents and MBOH's then-current policies regarding reserves.

H. Borrower shall be in compliance with all of its covenants and agreements contained in the Loan Documents (defined below) and all representations and warranties of the Borrower contained in any of the Loan Documents shall be true as of the date of disbursement of the Loan.

I. Borrower shall have executed and delivered all of the Loan Documents (defined below) to MBOH or the designated closing agent, and any Loan Documents specified for recording or filing in instructions delivered to the title company by MBOH have been delivered to an authorized agent of the title company for recordation or filing under binding recording or filing instructions approved by MBOH.

J. MBOH shall prepare the required loan documents to comply with the terms and conditions of this Commitment, to document the Loan and to secure its repayment, including but not limited to the following: loan agreement; promissory note; trust indenture, assignment of rents, security agreement and fixture filing ("Trust Indenture"); UCC financing statements; regulatory agreement; disclosure statement; statement of initial escrow and reserve for replacement account; amortization schedule; any required construction loan security or collateral documents (including, without limitation, security agreement; UCC financing statements; assignment of architect's contract; assignment of construction contract; assignment of contracts and permits; assignment of development agreement and development fee; assignment of capital contributions; assignment of general partner interest; assignment of management agreement; financial guaranties; guaranties of completion and performance; and environmental indemnification); and any additional documents deemed necessary by MBOH to facilitate closing or to adequately secure and protect its lien position under the Loan, all in form and substance satisfactory to MBOH (the "Loan Documents").

K. The Loan shall be secured by a lien in the priority position listed above on the Project, including all collateral; specified in the Loan Documents.

L. All taxes and assessments payable in connection with the Project and improvements are to be paid at the time of the loan closing and subsequent taxes and assessments must be paid when due.

M. Borrower shall bear all required Loan fees, including origination and compliance fees, and all expenses incurred in connection with the Loan including, but not limited to recording costs, premiums for title and liability insurance, fees for surveys, mortgage fees, and other out-of-pocket expenses. Loan servicing fees are shared equally between MBOH and Borrower.

N. This Loan is not subject to a prepayment penalty

O. Borrower shall furnish evidence of insurance policies specifically listing the location of this Project in accordance with the requirements of the Loan Documents.

P. All other Project funding sources identified in the Borrower's Loan Application are actually obtained, including closing and funding of loans, grants and other sources.

Q. The Project and all collateral securing the Loan shall at all times be subject to the regulatory agreement specifying applicable targeting, income, rent and other requirements and restrictions, and may be further subject only to such other restrictions or limitations as are approved in writing by MBOH and MBOH's counsel (except that MBOH consents to any restrictive covenants imposed with respect to the allocation of low income housing tax credits to the Project or other MBOH financing.

R. The Loan Documents will restrict and impose requirements relating to any sale, transfer or exchange of title to the Project, and will require that the Project will not be conveyed or further encumbered during the term of the Loan except for liens for the subordinate financing or other encumbrances approved by MBOH at the closing, other encumbrances made with MBOH's written consent, or as otherwise permitted in the Loan Documents.

S. All other conditions established by MBOH for the closing, perfection of Lender's security in the Property, and disbursement of the Loan, including all conditions for closing specified in the Loan Documents, shall have been satisfied.

This Commitment is further subject to the following

1. Non-Waiver: The terms of this Commitment may not be waived, modified or in any way changed by implication, correspondence or otherwise unless such waiver, modification or change is made in the form of an amendment to this Commitment which is executed by both Borrower and MBOH.

2. No Assignment/No Brokerage Fees: MBOH's Commitment hereunder shall not be assigned or transferred by Borrower, voluntarily or involuntarily, and any attempted assignment or transfer shall be void. MBOH shall not be required to pay a commission to any broker or agent in connection with this transaction.

3. No Prior Commitment/Applicability: This commitment letter supersedes any letter of interest or commitment letter previously issued by MBOH with respect to the Loan. This Commitment applies only to the below-referenced Loan and not to any housing credit or other financing source that may be provided by or through MBOH.

4. Commitment Superseded by Loan Documents: The terms and provisions of the Loan Documents and the Loan Documents have been mutually negotiated by the parties and contain their agreements, and, when finally executed upon closing, will supersede this Commitment.

SKYVIEW RESIDENCES EXHIBIT H

15-YEAR PROFORMA

		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Sale 2042	N/A	N/A	
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
		0.00%	*50.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	*100.00%*	
Gross Income																					
Gross LIHTC Rental Income - 2%		0	118,887	237,774	242,530	247,380	252,328	257,374	262,522	267,772	273,128	278,590	284,162	289,845	295,642	301,555	307,586	313,738	0	0	4,230,816
Gross Market Rental Income - 2%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gross Rental Income		**0**	**118,887**	**237,774**	**242,530**	**247,380**	**252,328**	**257,374**	**262,522**	**267,772**	**273,128**	**278,590**	**284,162**	**289,845**	**295,642**	**301,555**	**307,586**	**313,738**	**0**	**0**	**4,230,816**
Other Income - 2%		0	1,123	2,203	2,247	2,292	2,338	2,385	2,433	2,481	2,531	2,581	2,633	2,686	2,739	2,794	2,850	2,907	0	0	39,224
LIHTC Vacancy - 7%		0	(8,322)	(16,644)	(16,977)	(17,317)	(17,663)	(18,016)	(18,377)	(18,744)	(19,119)	(19,501)	(19,891)	(20,289)	(20,695)	(21,109)	(21,531)	(21,962)	0	0	(296,157)
Market Vacancy - 7%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Income Vacancy - 7%		0	(79)	(154)	(157)	(160)	(164)	(167)	(170)	(174)	(177)	(181)	(184)	(188)	(192)	(196)	(200)	(203)	0	0	(2,746)
Additional Other Income				5,149	4,003	2,866	1,740	626													14,384
Effective Gross Income		**0**	**111,610**	**228,328**	**231,646**	**235,061**	**238,579**	**242,202**	**246,408**	**251,336**	**256,363**	**261,490**	**266,720**	**272,054**	**277,495**	**283,045**	**288,706**	**294,480**	**0**	**0**	**3,985,521**
Operating Expenses																					
Total Admin Exp - 3%		0	19,409	38,819	39,983	41,183	42,418	43,691	45,002	46,352	47,742	49,175	50,650	52,169	53,734	55,346	57,007	58,717	0	0	741,397
Total Operations Exp - 3%		0	15,965	31,930	32,888	33,875	34,891	35,937	37,016	38,126	39,270	40,448	41,661	42,911	44,199	45,525	46,890	48,297	0	0	609,828
Total Maint Exp - 3%		0	5,150	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048	13,439	13,842	14,258	14,685	15,126	15,580	0	0	196,719
Total Taxes Exp - 3%		0	10,300	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095	26,878	27,685	28,515	29,371	30,252	31,159	0	0	393,438
Total Reserves Exp - 3%		0	3,245	6,489	6,684	6,884	7,091	7,303	7,523	7,748	7,981	8,220	8,467	8,721	8,982	9,252	9,529	9,815	0	0	123,933
Total Other Exp - 3%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Additional Exp																					0
Total Expenses		**0**	**54,069**	**108,138**	**111,382**	**114,723**	**118,165**	**121,710**	**125,361**	**129,122**	**132,996**	**136,986**	**141,095**	**145,328**	**149,688**	**154,179**	**158,804**	**163,568**	**0**	**0**	**2,065,315**
Net Operating Income (NOI)		**0**	**57,541**	**120,190**	**120,264**	**120,338**	**120,414**	**120,492**	**121,046**	**122,214**	**123,367**	**124,504**	**125,624**	**126,726**	**127,807**	**128,866**	**129,902**	**130,912**	**0**	**0**	**1,920,206**
Total Hard Debt Payments																					
Interest		0	500	73,790	79,122	78,222	77,286	76,314	75,303	74,253	73,162	72,028	70,849	69,624	68,351	67,027	65,652	64,221	0	0	1,085,706
Principal		0	408	21,920	24,298	25,198	26,134	27,106	28,117	29,167	30,258	31,392	32,571	33,796	35,069	36,393	37,769	39,199	0	0	458,795
Total P&I Payment		0	908	95,710	103,420	103,420	103,420	103,420	103,420	103,420	103,420	103,420	103,420	103,420	103,420	103,420	103,420	103,420	0	0	1,544,502
Cash Flow After Hard Debt Payments		**0**	**56,632**	**24,480**	**16,843**	**16,918**	**16,994**	**17,072**	**17,626**	**18,793**	**19,946**	**21,084**	**22,204**	**23,306**	**24,387**	**25,446**	**26,482**	**27,492**	**0**	**0**	**375,705**
Debt Service Coverage Ratio (DSCR)		**0.00**	**63.34**	**1.26**	**1.16**	**1.16**	**1.16**	**1.17**	**1.17**	**1.18**	**1.19**	**1.20**	**1.21**	**1.23**	**1.24**	**1.25**	**1.26**	**1.27**	**0.00**	**0.00**	
Cash Flow Remaining for Distribution		**0**	**56,632**	**24,480**	**16,843**	**16,918**	**16,994**	**17,072**	**17,626**	**18,793**	**19,946**	**21,084**	**22,204**	**23,306**	**24,387**	**25,446**	**26,482**	**27,492**	**0**	**0**	**375,705**
Cash Flow Waterfall																					
1 Compliance Monitoring Fee		0	2,250	2,318	2,387	2,459	2,532	2,608	2,687	2,767	2,850	2,936	3,024	3,115	3,208	3,304	3,403	3,505	0	0	45,353
2 Deferred Developer Fee Interest		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3 Deferred Developer Fee		0	54,382	22,162	14,456	14,459	14,462	14,464	14,939	16,026	17,096	18,148	19,180	20,191	5,648	0	0	0	0	0	245,614
4 Partnership Management Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	15,531	21,788	3,403	3,505	0	0	44,228
5 ILP Split		0	0	0	0	0	0	0	0	0	0	0	0	0	0	35	1,967	2,048	0	0	4,051
6 Incentive Management Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	318	17,707	18,433	0	0	36,458
7 TIF / City of Billings / NWMT Interest		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8 TIF / City of Billings / NWMT Principal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9 TIF / City of Billings / NWMT Interest		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10 TIF / City of Billings / NWMT Principal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BALANCE		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Amount to GP	99.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Amount to LP	1.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

SHEET INDEX:

SHEET	TITLE
	ARCHITECTURAL SHEETS:
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A1.1	CODE REVIEW, ASSEMBLY & WALL TYPES
A2.1	ARCHITECTURAL SITE PLAN – MAIN LEVEL
	CIVIL SHEETS:
C1.00	TITLE SHEET
C1.01	SYMBOL & LINE STYLE LEGEND
C1.02	ABBREVIATIONS & GENERAL NOTES
C2.00	EXISTING SITE MAP
C2.01	PROPOSED SITE MAP
C3.00	GRADING MAP
C4.00	UTILITY MAP: WATER & SEWER
C4.01	UTILITY MAP: STORMWATER
C5.00	SITE DETAILS
C5.01	UTILITY DETAILS
L1.00	LANDSCAPE NOTES & INDEX OF SHEETS
L1.01	IRRIGATION PLAN
L1.02	PLANTING PLAN
L2.00	DETAILS – PLANTING, LANDSCAPE
L2.01	DETAILS – IRRIGATION
L2.02	DETAILS – FENCE
	ARCHITECTURAL SHEETS:
A3.0	CRAWLSPACE PLAN – BUILDING 1
A3.1	MAIN LEVEL PLAN – BUILDING 1
A3.2	UPPER LEVEL PLAN – BUILDING 1
A3.3	ROOF PLAN – BUILDING 1
A3.4	CRAWLSPACE PLAN – BUILDING 2
A3.5	MAIN LEVEL PLAN – BUILDING 2
A3.6	UPPER LEVEL PLAN – BUILDING 2
A3.7	ROOF PLAN – BUILDING 2
A3.8	CRAWLSPACE & MAIN LEVEL PLAN – BUILDING 3
A3.9	UPPER LEVEL & ROOF PLAN – BUILDING 3
A4.1	EXTERIOR ELEVATIONS – BUILDING 1
A4.2	EXTERIOR ELEVATIONS – BUILDING 2
A4.3	EXTERIOR ELEVATIONS – BUILDING 3
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S1.2	FRAMING PLAN
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S2.0	DETAILS & SECTIONS
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M1.1 – MAIN FLOOR PLANS – PLUMBING
M1.2 – UPPER FLOOR PLANS – PLUMBING
M1.3 – ROOF PLANS – PLUMBING

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M3.3 – MECHANICAL UNIT PLANS

M4.1 – MECHANICAL DETAILS

M5.1 – MECHANICAL LEGEND & SCHEDULES

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ES1.2 – ELECTRICAL SITE PLAN SECOND LEVEL
ES1.3 – ELECTRICAL SITE PLAN PHOTOMETRICS
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ES1.8 – SITE LIGHTING LIGHT FIXTURE CUT SHEETS

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E1.1 – MAIN FLOOR PLANS – POWER AND LIGHTING
E1.2 – UPPER FLOOR PLANS – POWER AND LIGHTING
E1.3 – ATTIC PLANS – POWER AND LIGHTING

E2.1 – UNIT PLANS – POWER AND LIGHTING
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E4.1 – ELECTRICAL LEGEND AND DETAILS
E4.2 – ELECTRICAL DETAILS CONTINUED

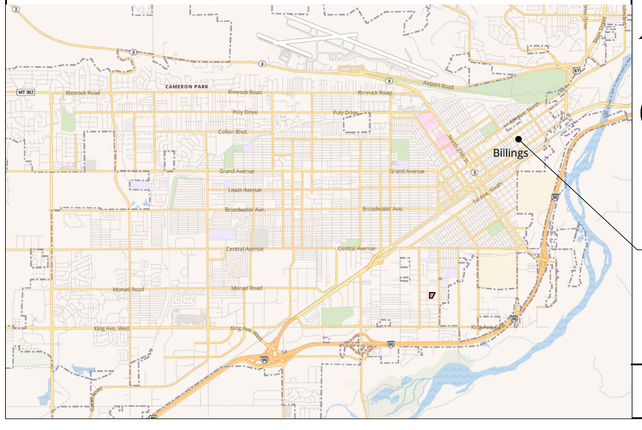
E5.1 – ELECTRICAL SPECIFICATIONS
E5.2 – ELECTRICAL SPECIFICATIONS

SKYVIEW APARTMENTS

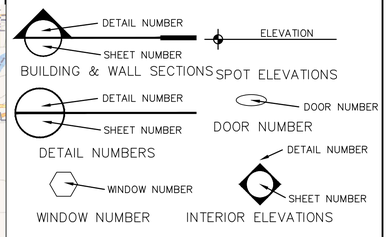
3rd AVENUE NORTH & NORTH 17th STREET



PROJECT LOCATION:



SYMBOLS:



PROJECT TEAM:

OWNER:
SKYVIEW RESIDENCES LLLP
1625 EAST 6TH AVENUE
HELENA, MT 59601

OWNER CONSULTANTS:
ANDERSON CONSULTING SERVICES
PO BOX 398
CHESTER, MT 59522

NORTHFORK DEVELOPMENT
PO BOX 1344
HELENA, MT 59624

ARCHITECT:
ARC CONSULTING, LLC
PO BOX 81238
BILLINGS, MT 59108

GENERAL CONTRACTOR:
GOLDEN EAGLE CONSTRUCTION
515 SHEPHERD WAY
HELENA, MT 59601

CIVIL/LANDSCAPE DESIGN/SURVEYOR:
PERFORMANCE ENGINEERING
3412 COLTON BLVD. STE. 202
BILLINGS, MT 59102

STRUCTURAL ENGINEER:
KRIVONEN ASSOCIATES
1004 DIVISION STREET, 3RD FLOOR
BILLINGS, MT 59101

MECHANICAL/PLUMBING/ELECTRICAL
CDS ENGINEERING
7540 CHURCHILL ROAD
MANHATTAN, MT 59741

GEOTECHNICAL ENGINEER:
RIMROCK ENGINEERING
5440 HOLIDAY AVENUE
BILLINGS, MT 59101

PROJECT INFORMATION:

SITE

LEGAL DESCRIPTION: AMENDED LOTS 7–12, BLOCK 68 OF BILLINGS ORIGINAL TOWNSITE

ZONING: EBURD – CENTRAL WORKS

LOT AREA: 0.48 ACRES OR 21,000 SF

BUILDINGS

BUILDING 1: 2–STORY 6–PLEX	5,140 SF
BUILDING 2: 2–STORY 8–PLEX	6,049 SF
BUILDING 3: 2–STORY 4–PLEX	3,020 SF
TOTAL:	14,209 SF
TOTAL EGRESS BALCONY/STAIR:	1,631 SF

ALTERNATES:

ALTERNATE #1: 30 YR. ASPHALT SHINGLE ROOF IN PLACE OF BASE BID STANDING SEAM METAL ROOF

ALTERNATE #2: PAINTED BOARD AND BATT SIDING IN PLACE OF 7/8" PRE–FINISHED METAL PANEL SIDING

ALTERNATE #3: BID ADDITION OF A PERIMETER FOUNDATION DRAIN SYSTEM W/SUMPS PER CRAWLSPACE PLANS

ALTERNATE #4: BID ADDITION OF CEILING FANS IN UNIT LIVING ROOMS AND BEDROOMS

ALTERNATE #5: VTAC HVAC SYSTEMS IN PLACE OF BASE BID GAS–FIRED FURNACES (NARRATIVE AS SEPARATE DOCUMENT)

STATEMENT OF SPECIAL INSPECTIONS (IBC 1704.3)

MATERIALS OR SYSTEMS NEEDING SPECIAL INSPECTIONS	EXTENT OF TESTING/INSPECTION	REFERENCED STANDARD	INSPECTOR/TESTING AGENCY
STRUCTURAL STEEL (IBC 1705.2.1) – WELDS AT RAILINGS	PERIODIC	AISC 360	K4 INSPECTIONS
STRUCTURAL STEEL (IBC 1705.13.1) – HIGH–STRENGTH BOLTS	PERIODIC	AISC 360	K4 INSPECTIONS
CONCRETE (IBC 1705.3) – INSPECT REBAR & VERIFY PLACEMENT	PERIODIC	ACI 318	RIMROCK ENGINEERING
CONCRETE (IBC 1705.3) – INSPECT ANCHORS	PERIODIC	ACI 318	RIMROCK ENGINEERING
CONCRETE (IBC 1705.3) – VERIFY REQUIRED DESIGN MIX	PERIODIC	ACI 318	RIMROCK ENGINEERING
CONCRETE (IBC 1705.3) – PRE–PLACEMENT TESTS – STRENGTH, SLUMP, AIR CONTENT	CONTINUOUS	AISC 360, ASTM C31 & C172	RIMROCK ENGINEERING
CONCRETE (IBC 1705.3) – INSPECT PLACEMENT	CONTINUOUS	ACI 318	RIMROCK ENGINEERING
CONCRETE (IBC 1705.3) – VERIFY CURING TEMPERATURE	PERIODIC	ACI 318	RIMROCK ENGINEERING
CONCRETE (IBC 1705.3) – INSPECT FORMWORK	PERIODIC	ACI 318	RIMROCK ENGINEERING
SOILS (IBC 1705.6) – VERIFY ADEQUACY OF FOUNDATION BEARING MATERIALS	PERIODIC	–	RIMROCK ENGINEERING
SOILS (IBC 1705.6) – VERIFY EXCAVATIONS	PERIODIC	–	RIMROCK ENGINEERING
SOILS (IBC 1705.6) – CLASSIFY/TEST COMPACTED FILL MATERIALS	PERIODIC	–	RIMROCK ENGINEERING
SOILS (IBC 1705.6) – VERIFY FILL PLACE–MENT, COMPACTION, DENSITIES AND LIFTS	CONTINUOUS	–	RIMROCK ENGINEERING
SOILS (IBC 1705.6) – PRE–PLACEMENT OF FILL, INSPECT SUBGRADE PREPARATION	PERIODIC	–	RIMROCK ENGINEERING

CITY REVIEW AND BID SET 3/31/26

ARC CONSTRUCTION CONSULTING
CRAIG FROHLICH
2550
BILLINGS, MT
LICENSED ARCHITECT

PROJECT #:	2501
DATE:	3/31/26
DRAWN BY:	CF
REVISIONS:	

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SKYVIEW APARTMENTS
3rd AVENUE NORTH & NORTH 17th STREET
BILLINGS, MONTANA 59101

ARC CONSTRUCTION CONSULTING

TITLE SHEET

A 1.0