****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:
"Leading the Big Sky,
boldly inspiring opportunities
for our community."

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

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

OCTOBER 26, 2026

5:30 P.M.

CALL TO ORDER: Mayor Nelson

PLEDGE OF ALLEGIANCE: Mayor Nelson

INVOCATION: Councilmember Lindley

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

MINUTES: October 12, 2026

COURTESIES:

- Yellowstone County Behavioral Health Coalition Update.
- Police Department - Civilian Award.

PROCLAMATIONS:

- Extra Mile Day - November 1, 2026
- Epilepsy Awareness Month - November

COUNCIL REPORTS:

INTERIM CITY ADMINISTRATOR REPORTS - KEVIN IFFLAND

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

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

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

1. **Council Legislative and Local Affairs Committee.**
   Replace Councilmember Andrew Lindley with Councilmember Amy Aguirre.

B. Bid Awards:

1. **Winter Traction Material.** (Opened 10/06/26) Recommend Knife River.
2. **Glass Beads.** (Opened 10/06/26) Recommend Potters.
3. **Liquid Calcium Chloride.** (Opened 10/06/26) Recommend Thatcher..
4. **W.O. 27-10: 44th Street West Transmission Line - Grand Avenue Connection.** (Opened 10/6/26) Recommend Askin Construction.

C. **Contract** with HDR Engineering for W.O. 24-20: Water Treatment Plant Leaks Mitigation.

D. **Contract** with KLJ Engineering for W.O. 26-21: Wicks Lane from Hawthorne Lane to Bitterroot Drive.

E. **Contract** with Morrison-Maierle, Inc., for W.O. 27-01, Contract 2: 2027 Sanitary Sewer Rehabilitation.

F. **FY27 Maintenance Contract Renewal** with Tyler Technologies New World Public Safety Software.

G. **FY2027 Interlocal Agreement** with Yellowstone County for Information Technology Services.

H. **Purchase** playground equipment from Grondahl Recreation for Veterans Park.

I. **10-year Non-Commercial Aviation Ground Lease** with SCL Health – Montana DBA Intermountain Health St. Vincent Regional Hospital.

J. **FY26 Violence Against Women Act (VAWA) Grant Approval** and **Acceptance** for City Attorney Domestic Violence Unit.

K. **2026 Justice Assistance Grant (JAG) Approval** and **Acceptance,** and Memorandum of Understanding (MOU) with the Yellowstone County Sheriff's Office (YCSO), for the Police Department.

L. **Donations** from Library Foundation and Friends of the Library for the Billings Public Library.

M. **Release** of Perpetual Right-of-Way Easement within Billings Original Townsite, Block 256, Lot 2B Amended from City of Billings.

N. **Exempt Plat** Certificate of Survey 1105 Amended and No-Cost **Quitclaim Deed** for Public Right-of-Way from Billings Public Schools.

O. **Final Plat** for High Sierra Subdivision, 23rd Filing.

P. **Resolution** initiating amendment of the adopted Future Land Use Map for Lampman Park.

Q. **Second/Final Reading Ordinance** amending Billings, Montana City Code (BMCC), Sections 24-441 through 24-443.1, 24-445, 24-1004, 24-1007, 24-1008, and 24-1011, Traffic and Motor Vehicles.

R. **Second/Final Reading Ordinance** amending Billings, Montana City Code (BMCC), Section 2-552, Human Relations Commission.

S. **Second/Final Reading Ordinance** expanding the boundaries of Ward 5 - Annexation 21-09.

T. **Second/Final Reading Ordinance** expanding the boundaries of Ward 5 - Annexation 26-06.

U. **Council Holiday Meetings Schedule.**

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

1. September 28, 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** adopting storm system development fees. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution adopting storm system development fees, as recommended by staff.

3. **TAX INCREMENT FINANCING ASSISTANCE** from the Downtown Urban Renewal TIF District for building improvements at 213 North Broadway to LDH Properties, LCC, up to $523,288. Downtown Urban Renewal District Advisory Committee recommends approval.

   Recommended Motion: I move to conditionally approve tax increment financing assistance from the Downtown Urban Renewal TIF District for building improvements at 213 North Broadway to LDH Properties, LCC, up to $523,288, as recommended by the Downtown 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.

~ ~

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

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Revised Appointment to the Council Legislative and Local Affairs Committee
PRESENTED BY: Kevin Iffland, Assistant City Administrator
Department: City Hall Administration
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Approve Mayor Nelson's recommendation to replace Councilmember Lindley with Councilmember Aguirre on the Council Legislative and Local Affairs Committee for the remainder of the current term ending in January 2028.

EXECUTIVE SUMMARY

On January 12, 2026, City Council established its committee assignments for the current two-year term. Mayor Nelson now recommends revising the Legislative and Local Affairs Committee membership by appointing Councilmember Amy Agurirre to replace Councilmember Andrew Lindley.

If approved, the Legislative and Local Affairs Committee will consist of Councilmembers Kendra Shaw, Denis Pitman, Bill Kennedy, Tony O'Donnel and Amy Aguirre. This action does not change the size, responsibilities, or meeting schedule of the subcommittee and has no fiscal impact.

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

Resolution 23-11173 establishes the City Council's standing committees, including the Legislative and Local Affairs Committee. The resolution provides that the committee consists of three to five councilmembers appointed by the Mayor. Committee members serve two-year terms.

The Legislative and Local Affairs Committee focuses on the development of legislative proposals on behalf of the city of Billings; tracks relevant legislative committees, sub-committees, and policy developments; serves as a liaison to Billings-area legislators, and coordinates testimony among the Mayor, Council Members, and City Administrator.This committee also focuses on building relationships with other local officials including the Yellowstone County Commission and Billings Public School Board. This committee focuses on areas of shared importance among local government bodies, including public safety, emergency planning, education and workforce, economic development, long-term planning, and coordination of state and federal grant requests.This committee may focus on federal legislation as the need arises, or when asked to do so by a majority vote of council.

On January 12, 2026, the following councilmembers were appointed to the Budget and Finance Committee:

- Kendra Shaw
- Denis Pitman
- Bill Kennedy
- Tony O'Donnell
- Andrew Lindley

Mayor Nelson recommends replacing Councilmember Lindley with Councilmember Aguirre for the remainder of the current term. No other Council committee assignments are affected.

FISCAL EFFECTS

There is no financial impact associated with this appointment.

STAKEHOLDERS

N/A

ALTERNATIVES

City Council may:

- Approve the Mayor's recommended revised appointment; or
- Not approve the recommendation, leaving the existing committee appointment unchanged.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Bid Award for Winter Traction Material
PRESENTED BY: Kim Stief
Department: Public Works
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council approve the purchase of winter traction material from Knife River at a unit price of $28.00 per ton for an initial one-year term, with the option to extend purchases for up to two additional one-year terms upon mutual agreement between the City and Knife River.

EXECUTIVE SUMMARY

Council is requested to approve the purchase of winter traction material from Knife River at a cost of $28.00 per ton for an initial one-year term, with the option to extend for two additional one-year terms at $29.00 and $31.00 per ton, respectively, upon mutual agreement. Winter traction material is essential to the City's snow and ice control operations, with approximately 4,000 to 6,000 tons used annually to maintain safe and passable roadways. Although Knife River was the only bidder, staff considers the pricing fair and reasonable, as the first-year price is unchanged from the City's previous contract. Sufficient funding is available in the approved FY27 Street and Traffic budget to support the purchase.

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

The approved FY27 Street and Traffic budget includes funding for the purchase of winter traction material used as part of the City's annual snow and ice control operations. The Public Works Department applies winter traction material to City streets and roadways to improve vehicle traction, reduce slippery conditions, and maintain safe and passable roadways during winter weather events. The material, consisting of a salt and sand mixture, is the City's most frequently used product for winter roadway maintenance and plays a critical role in maintaining mobility and public safety throughout the winter season.

The amount of winter traction material used each season varies depending on the frequency, duration, and severity of winter weather events. On average, the City uses approximately 4,000 to 6,000 tons of material annually. Maintaining an adequate supply is essential to ensuring that Street and Traffic crews can respond effectively to snow and ice conditions throughout the winter months.

The City solicited competitive bids for the purchase of winter traction material, with advertisements published in the Yellowstone County News and on the City's website on September 18 and September 25, 2026. Bids were opened on October 6, 2026, and one bid was received from Knife River.

FISCAL EFFECTS

The following bids were received:

Vendor	Price per ton each Year
Knife River	$28.00/Ton Year 1
Knife River	$29.00/Ton Year 2
Knife River	$31.00/Ton Year 3

Although Knife River was the only bidder, staff considers the proposed pricing to be fair and reasonable based on historical purchase costs. The Year 1 bid price of $28.00 per ton is identical to the price paid under the City's previous contract, demonstrating that pricing has remained stable despite increases in material, labor, and transportation costs. The proposed prices for Years 2 and 3 represent modest increases and provide the City with predictable pricing for future purchases, should the City elect to extend the agreement. Funding for winter traction material is included in the approved FY27 Street and Traffic budget. Sufficient funds are available to support the anticipated material purchases, and no additional appropriation is necessary.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve the award for the purchase of the winter traction material; or
- Not approve the purchase. If the purchase is not approved, the Public Works Department will not have adequate reserves to be able to place sand for traction control this winter which will increase safety concerns and lower service levels.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Glass Beads
PRESENTED BY: Kim Stief
Department: Public Works
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council approve the purchase of glass beads from Potters at a unit price of $0.678 per pound for an initial one-year term, with the option to extend purchases for up to two additional one-year terms upon mutual agreement between the City and Potters.

EXECUTIVE SUMMARY

Council is requested to approve the purchase of reflective glass beads from Potters at a cost of $0.678 per pound for an initial one-year term, with the option to extend for two additional one-year terms at $0.724 and $0.778 per pound, respectively, upon mutual agreement. Glass beads are used in the City's pavement marking program to improve nighttime visibility and roadway safety by reflecting vehicle headlights back toward drivers. Although Potters was the only bidder, staff considers the pricing fair and reasonable based on historical purchase costs, with the first-year price representing an increase of approximately 4.3% over the previous contract. Sufficient funding is available in the approved FY27 Street and Traffic budget to support the purchase.

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

The approved FY27 Street and Traffic budget includes funding for the purchase of reflective glass beads used as part of the City's annual pavement marking program. The Public Works Department applies glass beads to freshly painted pavement markings on City streets to improve visibility and enhance roadway safety, particularly during nighttime and low-light conditions.

Glass beads are an essential component of durable and effective pavement markings. When embedded in pavement marking paint, the beads reflect light from vehicle headlights back toward drivers, a process known as retroreflection. This improves the visibility of lane lines, centerlines, crosswalks, and other roadway markings, helping motorists navigate safely at night and during adverse weather conditions. The beads also contribute to the durability of pavement markings by providing some protection against traffic wear, helping extend the useful life of the markings and reducing the frequency of repainting.

Maintaining clear and visible pavement markings is an important part of the City's ongoing traffic safety and roadway maintenance efforts. A reliable supply of reflective glass beads allows Street and Traffic crews to complete annual pavement marking activities efficiently and maintain consistent marking quality throughout the City.

The City solicited competitive bids for the purchase of glass beads, with advertisements published in the Yellowstone County News and on the City's website on September 18 and September 25, 2026. Bids were opened on October 6, 2026, and one bid was received from Potters at a unit price of $0.678 per pound.

FISCAL EFFECTS

The following bid was received:

Vendor	Price per ton each Year
Potters	$0.678 per pound Year 1
Potters	$0.724 per pound Year 2
Potters	$0.778 per pound Year 3

Although Potters was the only bidder, staff considers the proposed pricing to be fair and reasonable based on historical purchase costs and previous competitive pricing. Potters has consistently offered the lowest pricing in prior solicitations, and the Year 1 bid price of $0.678 per pound represents an increase of approximately 4.3% over the $0.650 per pound paid under the City's previous contract. The proposed pricing for Years 2 and 3 provides

predictable costs should the City elect to extend the agreement.

Funding for reflective glass beads is included in the approved FY27 Street and Traffic budget. Sufficient funds are available to support the anticipated purchases, and no additional appropriation is necessary.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve the award for the purchase of glass beads; or
- Not approve the purchase. If the purchase is not approved Public Works Department will not be able to apply beads which will diminish safety on the roadways for both pedestrians and vehicular travelers lowering service levels and increasing complaints.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Bid Award for Liquid Calcium Chloride
PRESENTED BY: Kim Stief
Department: Public Works
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council approve the purchase of liquid calcium chloride from Thatcher at a unit price of $1.86 per gallon for an initial one-year term, with the option to extend purchases for up to two additional one-year terms upon mutual agreement between the City and Thatcher.

EXECUTIVE SUMMARY

Council is requested to approve the purchase of liquid calcium chloride from Thatcher at a cost of $1.867 per gallon for an initial one-year term, with the option to extend for two additional one-year terms upon mutual agreement. Liquid calcium chloride is an essential component of the City's snow and ice control operations, with approximately 160,000 to 180,000 gallons used annually to maintain safe and passable roadways during winter conditions. Two bids were received, with Thatcher submitting the lowest responsible bid. Sufficient funding is available in the approved FY27 Street and Traffic budget to support the purchase.

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

The approved FY27 Street and Traffic budget includes funding for the purchase of liquid calcium chloride used as part of the City's annual snow and ice control operations. The Public Works Department applies liquid calcium chloride to City streets and roadways to help prevent and remove snow and ice accumulation, improve roadway conditions, and maintain safe and passable streets during winter weather events.

Liquid calcium chloride is an important component of the City's winter maintenance program. It is used as a deicing agent to help break the bond between snow and ice and the pavement surface, making removal more effective. It can also be used to pre-treat roadways ahead of anticipated winter weather events to reduce ice formation and improve the effectiveness of snow removal operations. Unlike traditional rock salt, calcium chloride remains effective at lower temperatures, providing crews with an additional tool to address challenging winter conditions. The amount of liquid calcium chloride used each season varies depending on the frequency, duration, and severity of winter weather events. On average, the City uses approximately 160,000 to 180,000 gallons annually. Maintaining an adequate and reliable supply is essential to ensuring that Street and Traffic crews can respond efficiently to changing winter weather conditions and maintain roadway safety throughout the season.

The City solicited competitive bids for the purchase of liquid calcium chloride, with advertisements published in the Yellowstone County News and on the City's website on September 18 and September 25, 2026. Bids were opened on October 6, 2026, and two bids were received. Thatcher submitted the lowest responsible bid at a unit price of $1.86 per gallon.

FISCAL EFFECTS

The following bids were received:

Vendor	Thatcher	Envirotech
Year 1	$1.867 per gallon	$3.75 per gallon
Year 2	$1.923 per gallon	$3.83 per gallon
Year 3	$1.981 per gallon	$3.93 per gallon

Funding for liquid calcium chloride is included in the FY27 Street and Traffic budget. There is sufficient budget to award this bid.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve the award for the purchase of the calcium chloride liquid; or,
- Not approve the purchase. If the purchase is not approved, the Public Works Department will have to use other methods to clear the snow and ice costing more time or resources and may cause safety concerns.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: W.O. 27-10: 44th Street West Transmission Line - Grand Avenue Connection
PRESENTED BY: Mac Fogelsong, City Engineer
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 27-10 44th Street West Transmission Main - Grand Avenue Connection, Schedule 1000 and Bid Alternate Number 1 to Askin Construction in the amount of $186,955.

EXECUTIVE SUMMARY

Staff recommends awarding a construction contract to Askin Construction for $186,955.00 for the Grand Avenue connection phase of the 44th Street West Transmission Main project. The work will connect a new 24-inch transmission main to the existing 20-inch main in Grand Avenue and is anticipated to be completed before December 1, 2026, ahead of Rimrock Road construction that will use Grand Avenue as a detour route. Sufficient funding is available within the project's $5,500,000 FY27 Water Fund construction budget.

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

Work Order 27-10, 44th Street West Transmission Main – Grand Avenue Connection, will connect a new 24-inch water transmission main to the existing 20-inch water main in Grand Avenue. This contract is limited to the Grand Avenue connection. A second phase will extend the 24-inch transmission main south to Central Avenue and is planned for bidding and construction in spring or summer 2027. The Grand Avenue connection must be completed before construction begins on Rimrock Road, when Grand Avenue will serve as a traffic detour route. The connection will require closing Grand Avenue for approximately one weekend, from Friday evening through Monday morning. Work is anticipated to be completed before December 1, 2026.

The project was advertised on September 18th, September 25th, and October 2nd, 2026 in the Yellowstone County News and on the City's website. Bids were opened on October 6th, 2026 and five bids were received. One bid was rejected based on qualifications. Staff recommends awarding the project to Askin Construction, who submitted the lowest, responsible bid.

FISCAL EFFECTS

The following bids were received:

Contractor	Total Bid Price
Askin Construction	$186,955.00
COP Construction	$219,511.00
Western Municipal Construction	$229,780.00
Falcon Construction	$316,450.00

The FY27 Water Fund budget includes $5,500,000 for construction of the 44th Street West Transmission Main. Sufficient funding is available to award the Grand Avenue connection contract to Askin Construction for $186,955.00. The remaining budget will be applied toward construction of the project's second phase.

STAKEHOLDERS

ALTERNATIVES

The Council may:

- Approve awarding W.O. 27-10 44th Street West Transmission Main - Grand Avenue Connection to Askin Construction in the amount of $186,955; or
- Not award the contract and reject all bids. If the project is not awarded, the water main connection will be delayed, which may cause additional traffic control conflicts with the anticipated construction of Rimrock Road improvements.

Consent 1. C.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: W.O. 24-20: Water Treatment Plant Leaks Mitigation: Professional Engineering Services Contract
PRESENTED BY: Mac Fogelsong, City Engineer
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends City Council award a professional engineering services contract for W.O. 24-20 Water Treatment Plant Leaks Mitigation to HDR Engineering, Inc. in the amount of $299,800.

EXECUTIVE SUMMARY

Staff recommends awarding a professional services contract to HDR Engineering for design, bidding support, and construction contract administration for priority pipeline improvements at the Water Treatment Plant. The project will address leaking water conveyance pipelines and failing chemical feed lines to reduce water loss, improve reliability, and restore operational redundancy. The FY27 Water Fund budget includes $500,000 for design and initial construction, with sufficient funding available for the proposed contract.

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

The City of Billings Water Treatment Plant (WTP) has experienced leaks in several critical pipelines and facilities. Since 2024, the City has conducted assessments, testing, and investigations to identify leak locations and potential causes. A July 2026 technical memorandum summarized the findings and recommended rehabilitation or replacement of several pipeline segments to improve reliability and operational efficiency.
Based on these findings, staff identified the following priority improvements:

- High Service Pump Station pipelines: Repair or replace portions of the 48-inch transfer pipeline between the High Service Pump Station (HSPS) and the UV Disinfection Building and the 36-inch transmission main exiting the HSPS. The 36-inch main is the primary supply to Pressure Zone 1N, which serves the hospital and downtown corridors. These improvements will reduce water loss and the risk of service disruptions.
- Raw water conduits: Replace substantial portions of the 36-inch Conduit 1 (C1) and 72-inch Conduit 2 (C2), which convey water from the Control Structure near the Yellowstone River to the Filter Building. C1 has been out of service for several years because of its deteriorated condition, while C2 remains operational with known leaks. These improvements will restore redundancy and operational flexibility, reduce water loss, and lower the risk of failures affecting treatment plant operations.
- Chemical feed lines: Repair existing chlorine and chemical feed lines between the Chemical Building and the Control Structure and install new piping along an alternative alignment. Several existing lines have experienced failures. The improvements will increase reliability and redundancy and help maintain chemical delivery during future maintenance or repairs.

The proposed professional services contract includes evaluating pipeline route alternatives, materials, and sizes; designing cost-effective repairs and replacements; and developing construction sequencing and schedules to maintain WTP operations throughout the project. Services also include preparing cost estimates, providing bidding and post-bid support, and administering the construction contract.

The Request For Proposal (RFP) process was used to select a firm for the project's professional services. The RFP was sent to eight pre-qualified firms as determined by the City's existing Statement of Qualifications submittals. HDR Engineering and AE2S Engineering submitted proposals. HDR Engineering was selected based on Project Team and Availability, Project Approach, and Firm Qualifications and Experience as related to the project needs.

FISCAL EFFECTS

The FY27 Water Fund budget includes $500,000 for project design and initial construction. Sufficient funding is available to award the proposed professional services contract, with the remaining funds to be applied toward the first phase of construction.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve awarding the Professional Services Contract to HDR Engineering in the amount of $299,800; or
- Not approve awarding the Professional Services Contract to HDR Engineering. If the project is not awarded, the respective waterlines will continue to leak, resulting in more water loss and potentially other operational issues within the Water Treatment Plant.

Attachments

WO 24-20 Professional Services Contract -HDR

Contract for Professional Architectural and Engineering Services

Project: W.O. 24-20 Water Treatment Plant Leak Mitigation

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

This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 7 pages (Basic Services of Contractor);

Appendix B consisting of 1 page (Methods and Times of Payment);

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

Appendix D consisting of 3 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 20 pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

B. “Billings” means the City of Billings.

C. "Contractor" means **HDR Engineering, Inc**.

Section 2. Scope of Services.

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

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

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

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

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

   Digital Delivery Formats:

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

   Metadata: Additional information to be included with deliverable.

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

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

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

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

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

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

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

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

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

E. If required due to funding regulations, the Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

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

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

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

Section 4. Compensation; Method of Payment.

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

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

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

Section 5. Termination of the Contractor's Services.

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

A. By mutual consent of the parties.

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

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

Section 6. Duties Upon Termination

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

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

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

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

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

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

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

Section 7. Insurance.

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

B. The Contractor shall provide the following insurance:

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

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

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

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

Section 8. Assignments.

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

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

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

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

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

Section 10. Notices.

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

Billings: Will Robbins
City of Billings
Public Works - Engineering
316 N 26th Street, Fifth Floor
Billings, Montana 59101
e-mail : robbinsw@billingsmt.gov

Contractor: Craig Habben
HDR Engineering, Inc.
970 South 29th Street West
Billings, MT 59102
e-mail: Craig.Habben@hdrinc.com

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

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

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

Section 13. Financial Management System.

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

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

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

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

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

E. Allocates administrative costs to direct service delivery units;

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

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

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

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

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

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

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

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

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

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

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

Contractor: Tim Erickson
(Vice President)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Contractor shall:

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

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

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

Billings shall:

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

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

CITY OF BILLINGS, MONTANA

HDR ENGINEERING, INC.
BUSINESS NAME

_____

MIKE NELSON,
MAYOR

_____

TIM ERICKSON,
VICE PRESIDENT

APPROVED AS TO FORM:

_____
CITY ATTORNEY'S OFFICE

ATTEST:

_____
DENISE BOHLMAN, CITY CLERK

Appendix A

Basic Services of Engineer

W.O. 24-20 Water Treatment Plant Leaks Mitigation

Section 1. Engineer's Rights and Duties.

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

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

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

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

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

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

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

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

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

J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Craig Habben working under Coralynn Revis.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Will Robbins, working under the City Engineer, Mac Fogelsong.

Section 3. Scope of Work.

The project consists of engineering services for the design, bidding and construction for the City of Billings WTP Leaks Mitigation. The project generally involves repairing the leaks on the transfer pump discharge and Zone 1 North (Z1N) waterlines as well as partial replacement of raw water Conduit 1 (C1) and Conduit 2 (C2).

The scope assumes that there will be two separate construction projects and that C1 and C2 will be replaced from the respective raw water influent flumes upstream to as far as budget allows but not further than the Control Structure.

Summary of Proposed Improvements and Services:

- Mitigate 48-inch transfer pump discharge leak
    - Replace buried coupling just outside of the High Service Pump Station (HSPS) structure in SE corner.
    - If leak is not at coupling use access to pipe to inspect pipe and determine leak location, then develop related plan for repair/replacement.
- Mitigate 36-inch Z1N leak
    - Replace buried coupling just outside of the High Service Pump Station (HSPS) structure in NE corner.
    - If leak is not at coupling use access to pipe to inspect pipe and determine leak location, then develop related plan for repair/replacement.
- Partially replace C1
    - Install new pipe from the C1 raw water flume, on the east side of the Filter Building, to upstream of the flume along the buried Sedimentation Basins.
    - As budget allows replace C1 further upstream to the Control Structure.
- Partially replace C2
    - Install new pipe from the C2 raw water flume north of the Filter Building to the point where C2 bends vertically to enter the Chemical Building.
    - As budget allows replace C2 further upstream to the Control Structure.
- Provide analysis of C1 and C2 pipe replacement material considering cost, friction factor and compatibility to existing pipe for connections.

- Provide hydraulic model of C1 and C2 from Low Service Pump Station (LSPS) 1 and 2 to the Filter Building to evaluate pipe sizing of replacement pipes.
- Provide demolition of buried components to facilitate C1/C2 construction.
- Extend filter aid piping from Chemical Building to new C1 and C2 pipes.
    - Provide manholes or similar structure to protect injection points.
- Provide new chlorine solution (CLS) and polyaluminum chloride (PACL) chemical pipes from Chemical Building to Control Structure.
- Provide flushing connection for C1 to be able to flush into the filter-to-waste (FTW) drain pipe and C2 to flush into the backwash drain flume.
- Provide surveying to supplement current site drawings.
- Provide recommendations and coordinate with City to pothole and/or exploratory excavate key buried components.
- Update record drawings to document any buried utilities or facilities that are not shown or shown incorrectly.

Assumptions

- The City will conduct or pay for any potholing or exploratory excavations.
- If unknown utilities are encountered during construction and field surveying is required, an amendment may be issued for the additional work.

Items not included:

- Additional leak detection other than interior of pipe inspection
- Design of pipe liner systems
- Geotechnical investigation

DETAIL SCOPE OF SERVICES

The scope of services that will be utilized on the WTP Leaks Mitigation project is presented in the summaries for Tasks 100 through 500. The scope of services is organized as follows:

Task Series	Description
100	Project Initiation, Coordination and Management
200	Evaluations/Preliminary Design
300	Final Design
400	Bidding Services
500	Construction Administration Services

TASK SERIES 100

101 – Project Initiation and Design/Bidding Project Management

The purpose of this task is to kick off the project externally and internally. A project guide and the support paperwork will be developed for team members to have available to understand the project, the project team, and the project requirements. The project guide is updated with significant changes in the project. The project will be kicked off with the City with pertinent staff

from the City and HDR to review the project components and the process for completing the design. Project manager and project accountant will monitor project schedule and financials and prepare monthly invoices for services through design, bidding, and construction.

TASK SERIES 200 – EVALUATIONS/PRELIMINARY DESIGN

The Leaks Mitigation project will proceed immediately to Final Design. For the C1/C2 Replacement project the tasks associated with the evaluations and preliminary design include the following:

201 – Preliminary Pipe Routing

HDR will develop preliminary routing for C1 and C2 based on existing drawings and knowledge of the WTP site. Routing will include flushing connections for C1 into the FTW and C2 into the backwash drain flume. The routing would also include connection options for C1 and C2 to the Control Structure piping. Pipe routing will be developed for extending filter aid piping to the new C1 and C2 piping locations and for new CLS and PACL pipes to the Control Structure. Pipe routing will be updated as appropriate based on information from Tasks 202 and 203.

- Deliverable – Site Piping Plans.

202 – Potholing and Exploratory Excavation

For key information needed of existing buried utilities location/depth and other buried components, provide recommendations for potholing and exploratory excavation. Potholing and exploratory excavation to be completed or paid for by the City. HDR to coordinate with whoever performs the potholing.

- Deliverable – List of items to pothole or exploratory excavate

203 – Surveying

Conduct surveying of the site as needed based on pipe routing and incomplete information from as-builts.

- Deliverable – Survey

204 – Hydraulic Modeling and Pipe Materials Evaluation

Develop a hydraulic model of the raw water delivery system for LSPS 1 and 2 to the filter influent flumes at design capacities developed by discussions with the City. Include different pipe material options and flow routing options. For the pipe sizes developed from the hydraulic model, evaluate pipe materials options based on installed cost, friction factor, restraining requirements and ability to connect to existing piping.

- Deliverables – Include results in Task 205.

205 – Basis of Design Memorandum

Prepare a basis of design memorandum that summarizes the recommended project, including pipe size(s) and material, based on the completed evaluations and other preliminary design tasks. Preliminary drawings will be developed of the recommended improvements showing site piping plans and preliminary details.

- Deliverable – Draft and Final preliminary drawings and Design Memorandum.

206 – Preliminary Opinion of Probable Construction Cost

Preliminary capital costs for the C1/C2 Replacement project will be developed. Prepare Class 4 (-30% to +20%) Engineer's Opinion of Probable Construction Cost (OPCC) based on the AACE International Cost Estimate Classification System. Opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

- Deliverable – OPCC

TASK SERIES 300 – FINAL DESIGN

In this task, the Preliminary Design will be developed into more detailed engineered project elements. Specific tasks will include the following:

301 – Prepare 95% Drawings and Specifications for Leaks Mitigation Project

Detailed drawings for the project site, piping plans, piping sections and piping details will be developed to the 95% design level. Detailed technical specifications for bidding and construction will be developed. These detailed specifications will be incorporated with the City's front-end documents.

- Deliverables – An electronic pdf for City review.

302 – Internal and External 95% Review for Leaks Mitigation Project

Drawings and specifications will be reviewed internally. Review comments will be resolved and applicable comments incorporated in City review set. Drawings and specifications will be reviewed with the City. City review comments will be resolved and applicable comments will be carried forward into the final bid set.

- List of City review comments and how the comments will be resolved in the final set.

303 – Final Design Drawings and Specifications for Leaks Mitigation Project

Based on review comments, update drawings and specifications.

- Deliverable – Bid Documents for advertisement. 1 set of half-sized drawings and Specifications for the City and an electronic PDF set for the City to upload to QuestCDN and forward to plan rooms.

304 – Prepare 95% Drawings and Specifications for C1/C2 Pipe Replacement

Preliminary site piping drawings will be further developed to the 95% design level along with piping details. Demolition drawings will also be developed. Detailed technical specifications for bidding and construction will be developed. These detailed specifications will be incorporated with the City's front-end documents.

- Deliverables – One hard copy of drawings and specifications and one electronic pdf for City review.

305 – Internal and External 95% Review for C1/C2 Pipe Replacement
Drawings and specifications will be reviewed internally. Review comments will be resolved and applicable comments incorporated in City review set. Drawings and specifications will be reviewed with the City. City review comments will be resolved and applicable comments will be carried forward into the final bid set.

- List of City review comments and how the comments will be resolved in the final set.

306 – Final Design Drawings and Specifications for C1/C2 Pipe Replacement
Based on review comments, update drawings and specifications.

- Deliverable – Bid Documents for advertisement. 1 set of half-sized drawings and Specifications for the City and an electronic PDF set for the City to upload to QuestCDN and forward to plan rooms.

307 – Opinion of Probable Construction Cost
An OPCC will be developed for the Leaks Mitigation Project. The OPCC for the C1/C2 Replacement project will be updated from the preliminary design.

- Deliverable – OPCC

TASK SERIES 400 – BID PHASE

All below tasks shall be respective of each of the two construction projects that are bid.

401 – Bidding Administrative Assistance
Produce and distribute bid documents to the City for the two separate projects. City will upload bidding documents to QuestCDN. Answer bidder questions and prepare addendums as needed. Prepare for and conduct pre-bid meeting for each project that is bid.

- Advertisement, Pre-Bid Agenda and Addendums for each of two projects.

402 – Post-Bid Administrative Assistance

Receive, evaluate and tabulate bids. Assess completeness of bids. Review qualifications of bidders. Make recommendations to the City on award of contracts.

- Deliverable – Bid Tabulation and Recommendation of Award for both projects.

TASK SERIES 500 – CONSTRUCTION SERVICES
Construction Services scope of work is based on a 10-week construction period for the Leaks Mitigation Project and 26-week period for the C1/C2 replacement to substantial completion and a 1-month period to final completion. The two projects are not expected to overlap in construction schedule.

501 – Construction Initiation Services
The Consultant shall prepare construction contracts, conduct preconstruction conferences and prepare minutes summarizing the conferences. The Consultant will provide the owner with two (2) sets and the Contractor with 4 sets of hard copy “Issue for Construction” half size plans and specifications as well as a pdf of each.

502 – Office Assistance and Administration

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

503 – Field Services

The Consultant will provide part-time on-site construction observation services. The Leaks Mitigation project will include 12 hours per week for 10 weeks. The C1/C2 Replacement project will include 20 hours per week for 26 weeks. The resident project representative will monitor the project for compliance with the contract documents. Surveying of C1/C2 alignment will be provided. All other field engineering will be provided by the Contractor.

504 – Construction Wrap-Up and Acceptance

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

505 – Post-Construction Warranty Services

After final acceptance, the Consultant will provide warranty item consultation, assist in the 23 month warranty inspection, and provide warranty follow-up.

Appendix B
Methods and Times of Payment

W.O. 24-20 WTP Leaks Mitigation

Section 1. Payments for Basic Services.

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

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

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

1.	Project Initiation, Coordination and Management	$8,900
2.	Evaluation/Preliminary Design	$34,100
3.	Final Design	$87,700
4.	Bidding	$11,700
5.	Construction Administration	$157,400
Total Fee		**$299,800**

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

W.O. 24-20 Water Treatment Plant Leaks Mitigation

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

A. Field and laboratory testing of materials and reports.

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

Appendix D

Schedule of Professional Fees

W.O. 24-20 Water Treatment Plant Leaks Mitigation

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

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

MONTANA AREA
2026 HOURLY RATE SCHEDULE

BILLING CLASSIFICATION	RATE RANGES		
Principal/ Sr. Technical Advisor	$ 250.00	-	$ 400.00
Sr. Engineer/ Sr. Project Manager	$ 250.00	-	$ 400.00
Project Manager	$ 180.00	-	$ 350.00
Project Engineer	$ 150.00	-	$ 250.00
Design Engineer/EIT	$ 100.00	-	$ 200.00
CADD/GIS/Technician	$ 100.00	-	$ 200.00
Controls/Integration	$ 100.00	-	$ 300.00
Project Admin and Support	$ 85.00	-	$ 200.00
Environmental Specialist	$ 100.00	-	$ 250.00
Strategic Comm/Graphics	$ 100.00	-	$ 250.00
Construction Management/Inspection	$ 100.00	-	$ 300.00
Economics/Project Controls	$ 100.00	-	$ 300.00
Right-of-Way Specialist	$ 100.00	-	$ 250.00

2026 CHARGEABLE EXPENSE SCHEDULE

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

SUBSISTENCE (PER DIEM)

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

TRAVEL

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

Vehicles	$	0.92 /mile
Rental Vehicles & Aircraft	$	Actual Cost /mile

2026 CHARGEABLE EXPENSE SCHEDULE (continued)

TELEPHONE/FAX/POSTAGE

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

SPECIAL EQUIPMENT CHARGES

GPS - Handheld	$	20	/hr.
Survey Equipment	$	50	/hr.
UTV	$	350	/day

Other equipment to be determined as necessary

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

SUBCONSULTANTS

Subconsultants and expenses may be subject to markup

OVERHEAD

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

Appendix E

Project Schedule

W.O. 24-20 Water Treatment Plant Leaks Mitigation

Based on a notice to proceed by Billings dated no later than October 27, 2026, the completion date for the Engineer's work through final design shall be:

A. Leaks Mitigation Project Design Completion – Late December, 2026

B. Leaks Mitigation Project Advertisement – January, 2027

C. Leaks Mitigation Project Bid – February, 2027

D. Leaks Mitigation Project Award – Late February/Early March, 2027

E. Leaks Mitigation Substantial Completion – May, 2027

F. C1/C2 Evaluation/Preliminary Design – January, 2027

G. C1/C2 Final Design/Bid Package – April, 2027

H. C1/C2 Award – May, 2027

I. C1/C2 Final Completion – May, 2028

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

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

Appendix F

Certificate(s) of Insurance

W.O. 24-20 Water Treatment Plant Leaks Mitigation

Attach Certificate(s) of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/08/2026

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Liberty Mutual Fire Insurance Company — 23035 INSURER B : Ohio Casualty Insurance Company — 24074 INSURER C : Liberty Insurance Corporation — 42404 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W47199976 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	TB2-641-444950-036	06/01/2026	06/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-046	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	EUO(27)57919363	06/01/2026	06/01/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-016	06/01/2026	06/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

City of Billings
2224 Montana Avenue
Billings, MT 59101

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



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SR ID: 30273610 BATCH: 4519953

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: All City of Billings Projects with HDR

Additional Insured and Waiver of Subrogation: The City of Billings

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SR ID: 30273610 BATCH: 4519953 CERT: W47199976

Policy Number: TB2-641-444950-036

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): **All locations owned by or rented to the Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Policy Number: TB2-641-444950-036

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): **All construction projects not located at premises owned, leased or rented by a Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

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

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Policy Number TB2-641-444950-036
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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Policy Number: AS2-641-444950-046
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

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

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

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

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-016 Effective Date 06/01/2026 Premium
$

Issued to:HDR Engineering, Inc.

© 1983 National Council on Compensation Insurance, Inc.

Policy Number TB2-641-444950-036
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

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

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

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Policy Number AS2-641-444950-046
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

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

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

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

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

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-016 Effective Date 06/01/2026 **Premium $**

Issued to HDR Engineering, Inc. **Endorsement No.**

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

6/1/2027

DATE (MM/DD/YYYY)
5/12/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1016040 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lloyds of London **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 17905677 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	B0879P001412600	6/1/2026	6/1/2027	PER CLAIM: $2,000,000 AGGREGATE: $2,000,000.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: ALL CITY OF BILLINGS PROJECTS WITH HDR

CERTIFICATE HOLDER

17905677
CITY OF BILLINGS
2224 MONTANA AVENUE
BILLINGS MT 59101

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

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This endorsement, effective: 06/01/2026 - 06/01/2027

Forms a part of policy no.: P001412600

Issued to: HDR ENGINEERING, INC.

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

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

1. The **First Named Insured** is required by contract to give notice of cancellation to the Certificate Holder, and

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

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

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

The following definitions apply to this endorsement:

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

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

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Professional Engineering Services Contract for WO 26-21 - Wicks Lane - Hawthorne to Bitterroot
PRESENTED BY: Mac Fogelsong, City Engineer
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council approve the Professional Services Contract with KLJ Engineering for WO 26-21 - Wicks Lane - Hawthorne to Bitterroot, in the amount of $358,567.

EXECUTIVE SUMMARY

The City proposes reconstructing approximately 2,600 feet of Wicks Lane, from Hawthorne Lane to Bitterroot Drive, to arterial complete street standards. The project will include roadway reconstruction, sidewalks, bicycle lanes, intersection improvements, stormwater infrastructure, and replacement of aging water mains and services in coordination with the County Water District of Billings Heights (CWDBH). These improvements will enhance roadway conditions, traffic operations, pedestrian connectivity, and safety for all users.

Staff solicited proposals from 15 prequalified engineering firms and received six responses. Following evaluation of the proposals, KLJ Engineering was selected based on its qualifications, project approach, and relevant experience.

The approved FY27 Capital Improvement Plan includes $380,000 for the project, funded through Stormwater Funds, Gas Tax Funds, and Sidewalk and Curb District Bonds supported by property owner assessments. Sufficient funding is available for the contract.
Staff recommends that Council authorize the Mayor to execute the professional services agreement with KLJ Engineering for preliminary evaluation, design, and bidding services.

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

This project involves the reconstruction of Wicks Lane from Hawthorne Lane to Bitterroot Drive to arterial complete street standards, as identified in the FY27 Capital Improvement Plan (CIP). This project represents the second phase of a two-phase corridor improvement effort, with the first phase, extending from Bench Boulevard to Hawthorne Lane, completed in 2021.

The proposed improvements include asphalt reconstruction, curb and gutter, sidewalks, bike lanes, and appropriate traffic calming measures. The intersections of Wicks Lane with Hawthorne Lane and Bitterroot Drive will be reconstructed based on traffic and safety evaluations. Stormwater improvements will include the installation of additional storm drain inlets and connections to adjacent stormwater mains. The existing sanitary sewer infrastructure is in adequate condition with no known maintenance concerns; therefore, sanitary sewer rehabilitation is not anticipated. In coordination with the County Water District of Billings Heights (CWDBH), the project will also include replacement of aging water mains and services. CWDBH will be responsible for funding the work associated with the water main replacement.

Wicks Lane and Bitterroot Drive are designated as Principal Arterials, while Hawthorne Lane is classified as a Collector. Both intersections are along suggested walking routes identified in the City's Safe Routes to School (SRTS) plans. The SRTS plans specifically recommend pedestrian crossing improvements at the Wicks Lane /Bitterroot Drive intersection and enhanced sidewalk connectivity throughout the area. The proposed reconstruction will address these recommendations while improving roadway conditions, traffic operations, and safety for motorists, pedestrians, and other multi-modal traffic.

Project design and construction will require coordination with CWDBH, the Billings Bench Water Association (BBWA), and adjacent property owners. The BBWA irrigation ditch located near the northwest corner of the Wicks Lane/Hawthorne Lane intersection may be impacted by the proposed improvements and could require realignment. Properties along the corridor consist primarily of established residential lots, with several commercial properties and a church. Design and construction activities will need to accommodate existing property access and minimize disruptions to residents and businesses. Additionally, property owner assessments will be incorporated into the project in accordance with City Code Article 13-1200, requiring coordination and communication with affected

property owners throughout project development.

Staff recommends Council authorize the mayor to execute a professional services agreement with KLJ Engineering for preliminary evaluation, design, and bidding services. The City requested proposals for professional engineering services from 15 pre-qualified firms identified through Public Works' established Statement of Qualifications process. Proposals were received from Cushing Terrell, IMEG, KLJ Engineering, Performance Engineering, Sanbell, and Stahly Engineering. Proposals were evaluated based on project team qualifications and availability, proposed project approach, and relevant firm experience. KLJ Engineering was selected based on its qualifications and demonstrated experience with traffic analysis, roadway reconstruction, stormwater infrastructure, and utility rehabilitation and replacement. Staff determined that KLJ Engineering is well qualified to provide the professional services necessary to successfully advance the project through design and bidding.

FISCAL EFFECTS

The approved FY27 Capital Improvement Plan includes $380,000 for this project, funded through a combination of Stormwater Funds, Gas Tax Funds, and Sidewalk and Curb District Bonds supported by property owner assessments. Sufficient funding is available within the approved budget to award the professional services contract.

STAKEHOLDERS

ALTERNATIVES

The City Council may:

- Approve award of a Professional Services Contract to KLJ Engineering for $358,567; or
- Not approve a contract with KLJ Engineering. If this agreement is not approved, the proposed work will be delayed in design and installation.

Attachments

WO26-21_Contract_Combined

Contract for Professional Architectural and Engineering Services

Project:

In consideration of the mutual promises herein, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, and **KLJ ENGINEERING**, of 2611 Gabel Road, Billings, MT 59102 this Contract is made and entered into on _____.

This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 11 pages (Basic Services of Contractor);

Appendix B consisting of 1 page (Methods and Times of Payment);

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

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

Appendix E consisting of 1 page (Project Schedule); and

Appendix F consisting of 2 pages (Certificate(s) of Insurance);

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Administrator.

B. “Billings” means the City of Billings.

C. "Contractor" means **KLJ Engineering**.

Section 2. Scope of Services.

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

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

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

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

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

Digital Delivery Formats:

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

Metadata: Additional information to be included with deliverable.

- Date Captured and Delivered
- Data Description (e.g., unit of measure, abbreviations, code descriptions)

- Methods (e.g., technology and hardware used to generate data, field methods)
- Originator (e.g., contractor name, contact information)

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

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

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

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

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

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

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

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

Section 3. Time for Performance.

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

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

C. This Contract shall terminate at midnight on October 1st, 2029. The parties may extend this Contract, by mutual concurrence, for one (1) year, in writing prior to its termination.

Section 4. Compensation; Method of Payment.

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

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

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

Section 5. Termination of the Contractor's Services.

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

A. By mutual consent of the parties.

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

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

Section 6. Duties Upon Termination

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

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

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

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

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

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

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

Section 7. Insurance.

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

B. The Contractor shall provide the following insurance:

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

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

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

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

Section 8. Assignments.

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

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

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

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

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

Section 10. Notices.

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

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

Contractor: KLJ Engineering
2611 Gabel Road
Billings, MT 59102

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting. Legal notices shall also be emailed to legal@kljeng.com at the time the notice is sent via facsimile or mailed.

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

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

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

Section 13. Financial Management System.

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

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

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

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

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

E. Allocates administrative costs to direct service delivery units;

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

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

status.

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

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

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

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

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

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

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

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

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

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

Contractor: Mark Anderson, Managing Director II
(name) (title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Contractor shall:

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

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

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

Billings shall:

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

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

CITY OF BILLINGS, MONTANA

_____

MIKE NELSON
MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

KLJ ENGINEERING
BUSINESS NAME

_____

SIGNATURE

_____

PRINT NAME

_____

PRINT TITLE

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

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

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

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

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

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

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

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

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

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

~~J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard~~

~~Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.~~

K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is **Mark Rohweder** working under the Principal-in-Charge, **Mark Anderson**.

Section 2. Billings Rights and Duties.

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

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

Section 3. Scope of Work.

PROJECT SUMMARY

The project consists of complete street reconstruction of Wicks Lane between Hawthorne Lane and Bitterroot Drive, including its intersections with Hawthorne Lane, Caleb Court, Dogwood Drive, and Bitterroot Drive. The new road section on Wicks Lane is currently anticipated to include two travel lanes, two bike lanes, curb, gutter, boulevard (if R/W allows), and sidewalk. The project will complete missing sections of curb and gutter on the south leg of the Wick Lane and Hawthorne Lane intersection, and new storm drain system extended from existing storm drain on each end of the project. Hawthorne Lane and Bitterroot Drive intersections may be conventional stop-controlled, signalized or mini-roundabouts. Project also includes replacement of existing water main and services owned by County Water District of Billings Heights (CWDBH) within the project extents described above and may include re-alignment of a portion of the Billings Bench Water Association (BBWA) irrigation ditch located at the northwest corner of the Wicks Lane / Hawthorne Lane intersection. In addition, survey will be conducted for the proposed addition of a lane between Main Street and the south entrance into Walmart on Wicks Lane.

General Project Assumptions

1. This project will be designed using Autodesk Civil 3D software.
2. Plans will follow City of Billings plan format. Plans will be submitted in PDF and hardcopy formats.
3. Source documents for any electronic deliverable (MS WORD, EXCEL, PDF, Autodesk, etc.) will be
   provided upon request as part of the project scope if not specified otherwise.
4. City of Billings design standards and Detailed Drawings will be utilized.
5. Project will use City of Billings Modifications to Montana Public Works Standard Specifications (6th Edition).
6. The consultant will copy the City on any correspondence with regulatory agencies, State, Federal,
   and/or public entities.
7. Project anticipated bid date of April/May 2027.

SERVICES TO BE PERFORMED

100 PROJECT MANAGEMENT ($29,755.00)

Definition:

Provide project management necessary to complete services described below, throughout the anticipated project duration. This includes developing a project management plan, leading the team, assuring coherence with project objectives, specifying tasks and resources, tracking budgets and timelines, monthly invoicing, and communicating with the City of Billings. The project manager will manage day-to-day activities and coordination for all actions throughout the duration of the project. The project manager will also assure quality control procedures are on-going throughout the project. The project manager will be the liaison between external parties and the Engineer's team. The project manager will notify the City of Billings of ongoing progress along with any concerns. If any items arise during the duration of the project that are outside this scope of work, the project manager will address them with the City of Billings.

Tasks:

101 Work Plan

Prepare a work plan to establish communication protocol, means to control scope of work, track schedules and budget, assign engineering team and subconsultant roles, assure quality, and manage project production.

102 Kick-off Meetings and Project Schedule

Conduct an external kick-off meeting to include Billings' engineering staff to discuss the project schedule and work plan. Maintain and update the schedule prior to construction.

103 Project Coordination

Coordinate throughout the project duration with Billings staff, Engineer's staff, subconsultants, utility owners, and other stakeholders.

104 Budget Monitoring and Progress Reports

Manage the timeline and budget. Prepare monthly invoices and progress reports according to Billings' requirements.

105 Meetings and Updates

Attend 3 scheduled and up to five (5) unscheduled external meetings with Billings or other stakeholders. Provide meeting documentation upon request. Five (5) unscheduled meetings are included throughout the project duration. Provide weekly updates to the City via email and/or phone call.

106 QA/QC

Provide QA/QC with all deliverables.

Deliverables:

1. Kick-off meeting minutes
2. Monthly invoices with progress report.
3. Up to eight (8) project meeting minutes

200 PUBLIC ENGAGEMENT ($19,540.00)

Definition:

Finalize and implement public engagement strategies during design activities. Develop a Public Involvement Plan which details Project Text/Email Communications, Social Media, Property Owners/Business Communications.

Assumptions:

1. City will manage mailings to local property owners.
2. Assist the City with up to three mailings/letters to property owners
3. Up to two social media graphics and content
4. Email address will be established through KLJ's system (ex. projectname@kljeng.com), text service will utilize constant contact.
5. City will receive and manage call on "hotline".

Tasks:

201 Project Text/Email Communications

Prior to construction starting, establish a project email address and text subscription number for impacted property owners and the traveling public to utilize to receive periodic updates about the project, construction information, and related travel impacts. Work with the City prior to construction to distribute communication material (via mail to directly impacted property owners and via City provided/placed reader boards for the general traveling public) encouraging sign up to either text or emails for updates. Maintain the database of subscribers for text or emails and forward any comments/concerns to designated City staff for response.

202 Social Media

KLJ will develop social media graphics and content and distribute to the City for posting on the City's social media channels communicating about the project and encouraging email/text subscribers. KLJ will prepare up to two graphics and content to be distributed prior to construction beginning.

203 Property Owners/Business Communications

During design milestones, 30%, 90%, and/or 100%, KLJ will provide content to the City for individual mailings to adjacent property owners. The purpose of the mailings is to inform about the project and offer coordination for any property improvements the homeowners may want to incorporate into the project that is paid for by the property owners. KLJ will provide any necessary content and/or graphic support needed for mailings. Purposed mailings:

- 30% design- inform property owners of the project and opportunity to coordinate individual property improvements as part of the project
- 90% design- Informing of anticipated property owner cost responsibility
- 100% design- Final property owner cost responsibility and instructions/options for payment to the City

Deliverables:

1. Establish email, text, and phone lines for the duration of design.

2. Maintain/update database of email and text subscribers.
3. Create two (2) social media graphics and associated content for use and posting by the City.
4. Provide the City content for postcard/mailing to adjacent property owners (initial postcard for email/text sign up, and project updates/cost assessment at 30%, 90%, and 100% design).

300 PRELIMINARY DESIGN ENGINEERING ($127,979.00)

Definition:

Complete project activities to support development of the 30% design plans.

Assumptions:

1. Survey task does not include title record search to verify adjacent landowners or resolve discrepancies or ambiguities in Right-of-Way (ROW) conditions shown in plats and COSs. The need for additional title research will be determined during this process.
2. Survey will occur when snow is not present within the project area.
3. Two (2) percent annual growth rate in Annual Daily Traffic (ADT)
4. Review of crash data
5. Alternative layouts will be in 2D only
6. City will choose one alternative for each intersection at the time of the 30% design plans to proceed with for final design.
7. One lane on Wicks Lane closed and one remains open during geotechnical boring.
8. All stormwater runoff from project will be conveyed to stormwater main stub out at the intersection of Wicks Lane and Bitterroot Drive.
9. No pretreatment or water quality improvement required prior to connection with existing stormwater main stub out at the intersection of Wicks Lane and Bitterroot Drive.
10. No pumping of stormwater.
11. Costs used based on recent projects bid, MDT average bid prices, or similar readily available costs.
12. Costs based on 30% design plans.
13. City will create landowner assessment tabulation and estimate fees.
14. Design vehicles: WB40 and Bus 40
15. Control vehicle WB67
16. Compare standard and mini-roundabout layouts and R/W impacts
17. Site distance/triangle checks.
18. City will perform all coordination with CWDBH.
19. Updated map with recommendations showing required ROW or Easement Acquisitions.

Tasks:

301 Topographic and Boundary Survey and Base Mapping

Capture missing boundary survey data based on data collected from previous Wicks Lane design. Survey will focus on Wicks Lane along the project extents based on the property pins and recorded plats and Certificate of Surveys. Boundary survey will also include a search through the County Recorder of any original Petitions for creation of a County road easement. Fee is based on assumption that pins will be in-place in their correct locations.

Perform topographic survey of surface features and underground utilities as marked by One Call. Topographic survey will include a 100-foot width centered on the road centerline along the extents of the project described above. KLJ will coordinate with each utility notified through One Call to obtain record utility drawings as available to clarify markings.

Establish primary control points
Coordinate System: Montana State Plane, Zone 2500
Horizontal Datum: NAD83 (2011)
Vertical Datum: NAVD88
Horizontal & Vertical Units: International Feet

Create an existing conditions base map for design and construction purposes and include Topographic and Boundary Survey data collected above. The Base map will also include record drawing information from prior Wicks Lane Reconstruction Project and Bitterroot Drive Storm drain Extension project as appropriate.

If necessary, cost is included for potholing to better locate underground utilities. Cost includes 8 hours, traffic control, and asphalt patching.

302 Intersection Traffic Engineering Studies

Collect and process 24-hour traffic counts at the Wicks Lane/Hawthorne Lane and Wicks Lane/Bitterroot Drive intersections. Existing traffic control warrants will be evaluated in accordance with the MUTCD to determine whether upgrades such as all-way stop control or traffic signal control may be warranted; where applicable, a mini-roundabout may also be considered as an alternative intersection treatment. The study will also evaluate the potential benefit of realigning the offset north and south approaches of Hawthorne Lane at Wicks Lane. Traffic operations (Delay and Level of Service) will be evaluated for the highest-volume peak hour under existing and 2046 conditions.

Future traffic volumes will be developed using nearby MDT count data, and future traffic control warrants and intersection operations will be evaluated. Findings, analyses, and recommended improvements will be summarized in a technical memorandum or brief report considering traffic operations, pedestrian connectivity, and existing transit facilities.

303 Intersection Evaluation

Prepare alternative layouts based on findings and decisions made under Task 302. Layouts will show geometric requirements for traffic and pedestrian ramps, ROW limitations, conflicts with utilities and any need for re-alignment of the BBWA Irrigation Ditch. Prepare a memorandum summarizing the benefits, limitations, and potential issues with each alternative.

304 Geotechnical Investigation

See attached scope of work for the proposed geotechnical investigation.

305 Preliminary Drainage Design

Review stormwater design report provided by the City of Billings for prior Bitterroot Stormdrain Extension project to verify assumptions and applicability of storm drain

extension along Wicks Lane. Delineate drainage area contributing to runoff rates within project extents from GIS level topographic information and general field observations. Estimate runoff and soil characteristics from USGS soils database. Prepare a Hydrological and Hydraulic (H&H) model for said drainage area and determine preliminary storm drain sizing and inlet placement need to comply with the Billings Stormwater Management Manual (SWMM). Prepare a Memorandum summarizing the basis of the preliminary stormwater design.

306 Preliminary Design Plans

Prepare 30% Design Plans. Preliminary plan and profile sheets on 11x17 at 20 scale, including layout of all street improvements, stormwater, and water improvements; and initial proposed profile for finished street surface, storm drain and water main.

307 Preliminary Opinion of Construction Cost

Prepare an Engineer's Opinion of Probable Cost (EOC) based on the 30% design plans.

308 Landowner Assessment Map

Prepare a map showing the location of each assessed lot referenced in the tabulation.

309 Preliminary Design Review

Submit preliminary design phase deliverables to City for review. Conduct a milestone review meeting to discuss the deliverables and recommendations. Provide meeting minutes following the meeting.

310 Private Utility Coordination

Send notifications to utility owners with utilities within project extents. Notifications will include 30% Design Plans, summary of identified utility conflicts and preliminary project schedule.

311 ROW and/or Easement Acquisition

Identify practical design adjustment to avoid ROW or easement acquisition if practical. Update map showing ROW conflicts and submit map to City with recommendations on how to proceed and requirements for additional services, if needed.

Deliverables:

1. Base map
2. Two intersection traffic memos or brief reports for Wicks Ln/Hawthorne Ln and Wicks Ln/Bitterroot Drive
3. Up to six (6) alternative intersection layouts (signalized, 4-way stop, and mini-roundabout) submitted prior to submittal of the 30% design plan set.
4. Memos traffic analysis and 30% design recommendation with the alternate layouts
5. Geotechnical report
6. Preliminary Stormwater Delineation Map with Memo summarizing preliminary stormwater design findings and recommendations
7. 30% design plans
8. Preliminary project schedule
9. Map showing identified ROW concerns
10. Utility notification letters

11. Engineer's Opinion of Probable Cost that includes costs for both intersection alternatives
12. Tabulation of assessment costs
13. Map of assessed lots

400 DESIGN ENGINEERING AND BIDDING ($181,293.00)

Definition:

Complete project activities to support development of 90% design and final design plans. Assist the City of Billings with the bid and award of project.

Assumptions:

1. No ROW acquisitions are needed. One easement needed to re-align the BBWA Canal at the Hawthorne intersection. The City of Billings will negotiate with landowners with Engineer's assistance.
2. All stormwater runoff from project is conveyed to stormwater main stub out at the intersection of Wicks Lane and Bitterroot Drive.
3. No pretreatment or water quality improvement required prior to connection with existing stormwater main stub out at the intersection of Wicks Lane and Bitterroot Drive.
4. No pumping of stormwater.
5. Any required hydraulic modeling and/or fire flow records will be provided by CWDBH.
6. MT DEQ will review this as an abbreviated administrative review (checklist with environmental review) and no water design reports or environmental assessments will be needed.
7. The City of Billings will advertise for bids.
8. The City of Billings will disseminate the Notice of Award and will assemble, distribute, and coordinate execution of the contract documents.

Tasks:

401 BBWA Coordination

Upon City acceptance of 30% design layout, submit proposed layout of BBWA ditch re-alignment to the BBWA if applicable. Seek input as to acceptability of re-alignment and any required construction standards. Submit grading plan for re-alignment to BBWA at 90% and final design stages. Meet with the BBWA to discuss review comments and adjust the design up to two times based on BBWA review.

402 Easement Acquisition Services

Provide the following services to create an easement to re-align the BBWA Canal at the intersection of Hawthorn Lane.

1. Prepare easement exhibit for the Easement Deed provided by the BBWA Ditch Company or City of Billings.
2. Provide written notification of intent and request for easement to landowner.
3. Meet with landowners and City to discuss easement conditions and proposed ditch realignment design and assist City during City's negotiation with landowners (2-meetings are included in the scope).
4. Revise easement exhibit once based on final direction from City and furnish final exhibit to landowners, BBWA Ditch Company, City, and/or title company for final execution.

403 Construction Plans

Adjust design based on Preliminary Engineering Design Phase review comments from the City and CWBH and complete Construction Plans. Submit Plans to City, CWBH, DEQ and BBWA if applicable, at 90% and final design stages.

Plans include the following:

1. All on 11x17 Plan Sheets
2. Cover Sheet
3. Legend, Abbreviation and General Notes
4. Area Map and Control Sheet
5. Typical Street Sections
6. Existing Conditions and Removals Sheets at 30-scale
7. Utility Plan and Profile Sheets at 20-scale
8. Street Construction Plan and Profile Sheets at 20-scale
9. Intersection and ADA Ramp Detail Sheets at 10-scale
10. Signage and Striping Plans at 20-scale
11. Detail Sheets as needed
12. Street Cross-Sections at 25-foot intervals and at driveways and other critical locations.

A model of the proposed finished ground will be created for completion of the plans. The model is available to contractor awarded the project upon signing an Electronic Data Release form, but warranty will not be made or implied regarding its accuracy and it will be up to Contractors to independently verify. No surface model will be created for the proposed subgrade.

404 Stormwater Design Report

Update 30% H&H analysis to break out sub-catchments and model proposed design in finer detail to model street spread widths and pipe flow capacity in accordance with the SWMM. Provide a Stormwater Design Report showing compliance with the

SWMM or approved deviations where applicable. Submit the Stormwater Design Report to the City at 90% final design stage and update per City review comments.

405 Project Manual

Prepare Project Manual from City of Billings standard template. Submit Project Manual to City for review and revise per City review comments once at 90% and once and final design stages.

406 Engineer's Opinion of Probable Cost

Prepare an updated EOC at 90% and final design.

407 Landowner Assessment Map

Update landowner assessment map at 90% and final design.

408 Design Review

Submit design phase deliverables to City for review at 90% design stage. Conduct a design review meeting with the City to discuss the deliverables and review comments. Provide meeting minutes following the meeting. Revise and design deliverables once per City's review comment, resubmit one time for concurrence on satisfactory completion of required edits, and submit final executed deliverables. Anticipate two KLJ staff will attend review meeting.

409 CWDBH Coordination & MT DEQ Permit Application

Coordinate with CWDBH to obtain required information and hydraulic modeling if needed to support a permit application to MT DEQ. Prepare and submit permit application to DEQ. Revise contents of permit application one time based on DEQ review comments and re-submit for final approval.

410 Private Utility Coordination

Design improvements to avoid existing utilities where practical and coordinate with and inform utilities in cases where avoidance cannot be achieved. Coordination efforts will include sending updated designs and notification letters to each utility within the project extents at 90% and final design stages. The notification will include updates and reminders to the proposed construction schedule with formal requests to relocate existing utilities as applicable.

411 Bid Administration and Award Recommendation

Respond to potential bidder questions, maintain a plan holders list, and assemble and provide City of Billings addenda as appropriate to clarify the contract documents. Prepare an agenda, facilitate the pre-bid meeting, and respond to questions as needed. Review the bids received, prepare a bid tabulation, and prepare a Notice of Award recommendation to the City of Billings.

412 Issue Conformed Plans and Project Manuals

Produce the appropriate number of conformed Plans and Project Manual copies requested by the City of Billings and construction contractor.

Deliverables:

1. 90% design plans

2. Final design plans
3. Project schedule
4. Stormwater design report
5. Project manual
6. Engineer's Opinion of Probable Cost.
7. Submit DEQ application.
8. One revision to permit application and resubmittal if DEQ does provide permit on first submittal.
9. Responses to bidder's questions
10. Plan holders list
11. Addenda
12. Attend Pre-Bid meeting
13. Bid tabulation
14. Notice of Award
15. Recommendation of award
16. Conformed Plans and Project Manual

ADDITIONAL SERVICES AND EXCLUSIONS

Additional Services beyond this scope of work will be addressed with a contract amendment. In addition to those items specifically identified in the above tasks as Additional Services or exclusions, the following list, which is not intended to be all exclusive, provides further Additional Services and/or exclusions.

- Hydraulic modeling of storm trunk main outside of the project extents
- Design for stormwater treatment or detention
- Sanitary sewer design
- Designing private utility modifications
- Landscape design beyond reseeding or sodding.
- Irrigation design (impacts will be a like-for-like replacement)
- Structural design
- Environmental studies, documentation and permitting
- Resetting lost or destroyed survey monuments after construction
- Subsurface Utility Engineering beyond potholing.
- Preparation of change orders, which require additional engineering design or construction review
- Paying permit application fees
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP) or any documents necessary to obtain coverage under the General Permit for Stormwater Discharges Associated with Construction Activities.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

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

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

1.	Phase 100 – Project Management	$29,755
2.	Phase 200 – Public Engagement	$19,540
3.	Phase 300 – Preliminary Design Engineering	$127,979
4.	Phase 400 – Design Engineering and Bidding	$181,293
	Total	$358,567

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

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

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

B. As may be requested by Billings, additional design services not included in the original scope of work as outlined in Appendix A.

Appendix D

Schedule of Professional Fees

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

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

Section 1. Professional Services.

See attached fee schedule.

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

2026 KLJ Rate Sheet

KLJ Staff Type	Standard Rate	KLJ Staff Type	Standard Rate
Archaeologist I	$85	CAD Technician I	$104
Archaeologist II	$117	CAD Technician II	$110
Archaeologist III	$155	CAD Technician III	$125
Archaeologist IV	$204	CAD Technician IV	$154
Archaeologist V	$217	GIS Specialist I	$114
Paleontologist	$155	GIS Specialist II	$127
Environmental Specialist I	$116	GIS Specialist III	$135
Environmental Specialist II	$135	GIS Specialist IV	$156
Environmental Specialist III	$171	Intern	$84
Environmental Specialist IV	$191	Associate Planner	$117
Environmental Specialist V	$218	Planner	$185
Environmental Specialist VI	$288	Senior Planner	$241
Government Relations Specialist I	$111	Sr Public Engagement Strategist	$162
Government Relations Specialist II	$152	ROW Associate	$126
Government Relations Specialist III	$172	ROW Agent	$154
Graphic Design Specialist	$146	Project Controls Specialist I	$106
Engineering Technician I	$106	Project Controls Specialist II	$124
Engineering Technician II	$117	Survey Technician	$95
Engineering Technician III	$149	Crew Chief	$116
Engineering Technician IV	$163	Senior Crew Chief	$163
Engineering Technician V	$185	Professional Land Surveyor	$190
Designer Technician	$130	Principal Land Surveyor	$223
Associate Designer	$140	1 Person Survey Crew	$189
Designer	$145	2 Person Survey Crew	$255
Senior Designer	$204	Project Manager	$227
Engineer in Training I	$129	Senior Project Manager	$284
Engineer in Training II	$139	Project Assistant I	$97
Associate Engineer	$162	Project Assistant II	$110
Engineer	$198	Project Assistant III	$148
Senior Engineer	$249		

Reimbursable Expenses (if applicable)		
ATV, UTV, Snowmobile	Included in Hourly Rate	
Survey Equipment	Included in Hourly Rate	
CAD and GIS Work Station	Included in Hourly Rate	
Postage and Routing Printing Cost	Included in Hourly Rate	
Mileage	Included in Hourly Rate	
Special Equipment/Software	Per Project Basis	
Subsistence (Per Diem) - Lodging	Actual Cost	
Subsistence (Per Diem) - Meals	$45 / Day per Person	
Misc. Project Related Expenses	Actual Cost + 10%	
Sub-Contracts	Actual Cost + 10%	

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than **October 12th, 2026**, the completion date for the Engineer's work through final design shall be:

A. Preliminary Design – December 2026

B. Final Design & Bidding – April/May 2027

C. Construction Substantial Completion – October 2027

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

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

Appendix F

Certificate(s) of Insurance

See attached for Certificate(s) of Insurance.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: W.O. 27-01, Contract 2: 2027 Sanitary Sewer Rehabilitation, Professional Services Contract
PRESENTED BY: Mac Fogelsong, City Engineer
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council award a professional engineering services contract for W.O. 27-01, Contract 2: 2027 Sanitary Sewer Rehabilitation, to Morrison-Maierle, Inc. in the amount of $924,700.

EXECUTIVE SUMMARY

The City proposes rehabilitating approximately 17,800 linear feet of aging sanitary sewer mains through pipe replacement and lining as part of its annual sewer rehabilitation program. The mains were prioritized based on age, condition assessments, root intrusion, and historical sewer backups. The proposed improvements will extend the useful life of the infrastructure, reduce maintenance requirements, and improve system reliability.

The City solicited proposals from prequalified engineering firms and received five responses. Following evaluation of the proposals, Morrison-Maierle, Inc., was selected based on its qualifications, project approach, and relevant experience.

The approved FY27 Wastewater Fund budget includes $6,600,000 for sanitary sewer rehabilitation and replacement. The proposed engineering services contract totals $924,700, leaving $5,675,300 available for construction and additional sewer rehabilitation projects. Staff recommends that Council authorize the Mayor to execute the professional engineering services agreement with Morrison-Maierle, Inc., in the amount of $924,700.

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

The City maintains an annual sanitary sewer rehabilitation and replacement program to address aging infrastructure, reduce the risk of system failures, and maintain reliable wastewater service. This project includes the rehabilitation of approximately 17,800 linear feet of existing sanitary sewer mains through a combination of pipe replacement and trenchless lining methods.

The sewer mains included in this project were prioritized based on age, closed-circuit television (CCTV) condition assessments, historical root intrusion, and documented sewer backups. Originally installed between 1907 and 1963, the mains consist primarily of clay tile pipe. Many exhibit structural and operational deficiencies, including pipe deterioration, separated joints and connections, broken pipe, root intrusion, and groundwater infiltration. These conditions increase maintenance demands, contribute to recurring blockages, and elevate the risk of sewer backups and infrastructure failures. Other segments remain in relatively good physical condition but have been included for proactive rehabilitation due to their age and the increased likelihood of deterioration or failure over time.

The proposed improvements will extend the useful life of the sanitary sewer infrastructure, reduce ongoing maintenance requirements, and improve overall system reliability. The locations of the sewer mains proposed for rehabilitation are identified on the attached Location of Work maps. The appropriate rehabilitation method, either pipe replacement or lining, will be determined based on existing pipe conditions, site constraints, and project-specific requirements.

The City solicited proposals from prequalified engineering firms through a competitive request for proposals process. Proposals were received from Morrison-Maierle, Inc., DOWL, KLJ Engineering, Sanbell, and Stahly Engineering. City staff evaluated the proposals based on project team and availability, project approach, and firm qualifications and experience related to the project's needs. Based on that evaluation, staff recommends selecting Morrison-Maierle, Inc., to provide professional engineering services.

FISCAL EFFECTS

The approved FY27 Wastewater Fund budget includes $6,600,000 for sanitary sewer rehabilitation and replacement. The proposed professional engineering services contract with Morrison-Maierle, Inc., totals $924,700, leaving $5,675,300 available for construction and additional sewer rehabilitation projects. Sufficient funding is available within the approved budget to award the contract.

STAKEHOLDERS

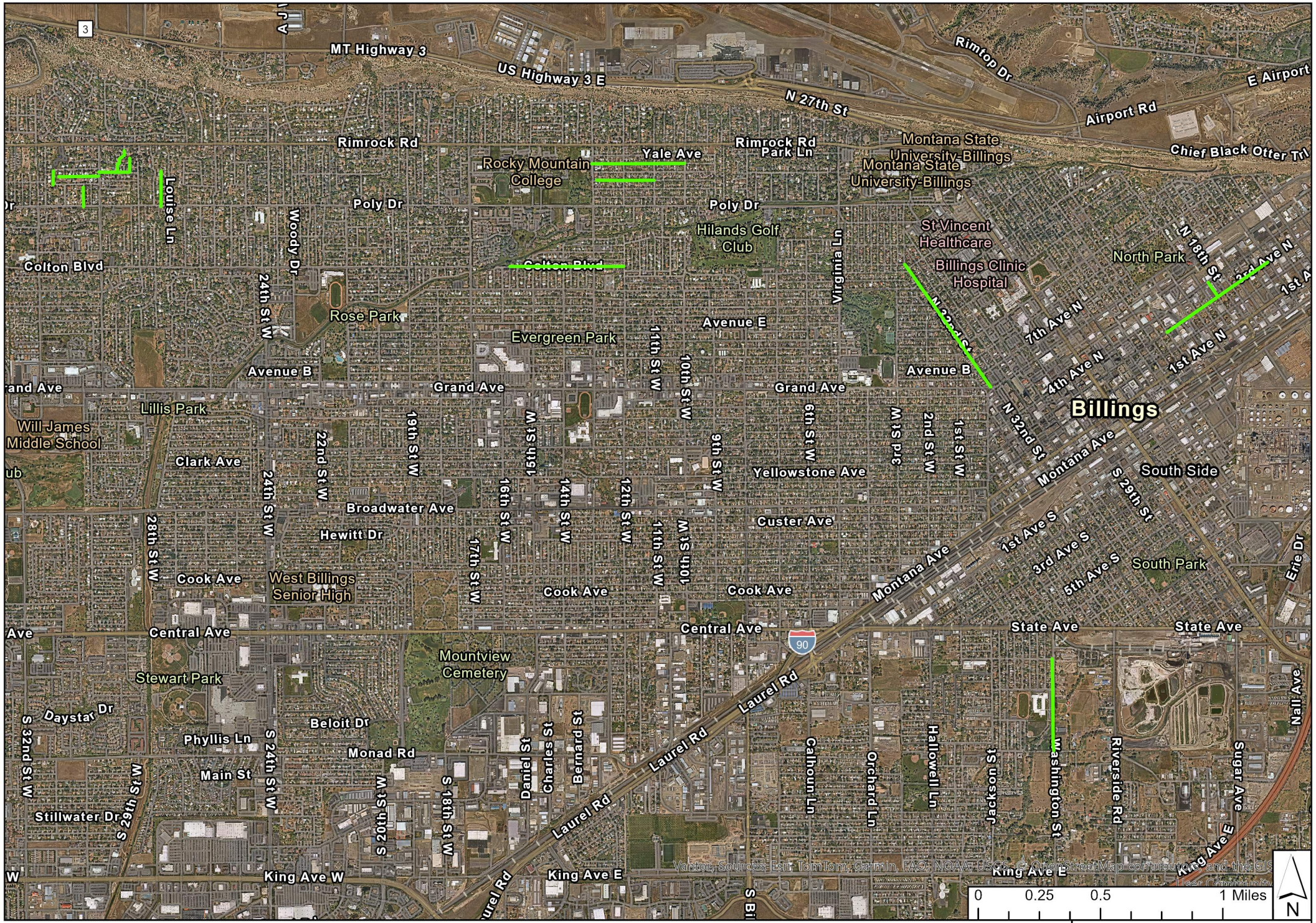
ALTERNATIVES

City Council may:

- Approve awarding the Professional Engineering Services Contract to Morrison-Maierle, Inc, in the amount of $924,700; or
- Not approve awarding the Professional Engineering Services contract to Morrison-Maierle, Inc. This would delay the planned rehabilitation of aging mains and correction of identified deficiencies, with continued maintenance needs and the potential for sewer backups and additional expenses.

Attachments

Location of Work
WO 2701 Contract 2 Sewer Rehab

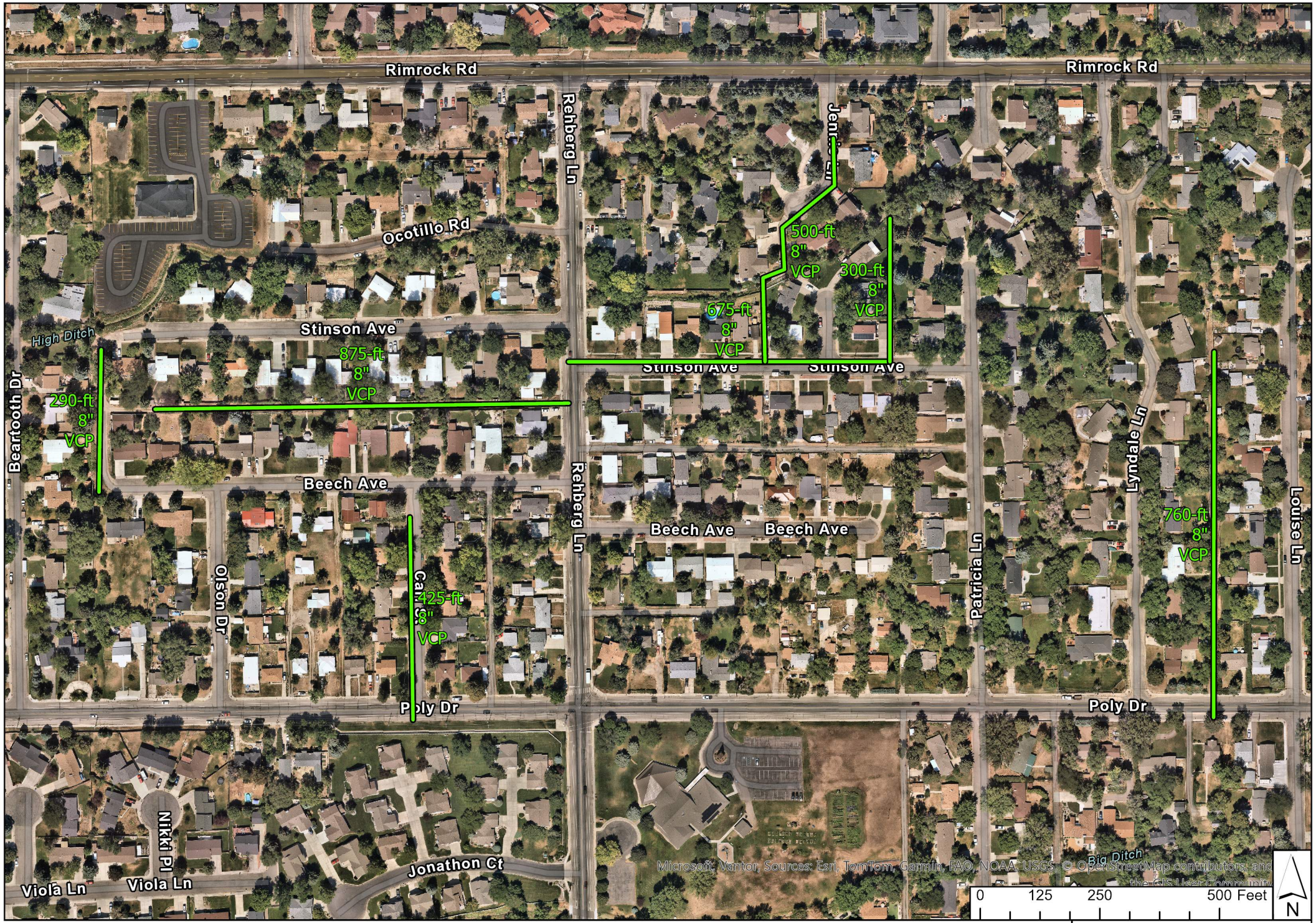


Billings PUBLIC WORKS

Location of Work: 2027 Sanitary Sewer Rehabilitation

Legend

Sewer Rehabilitation Lines

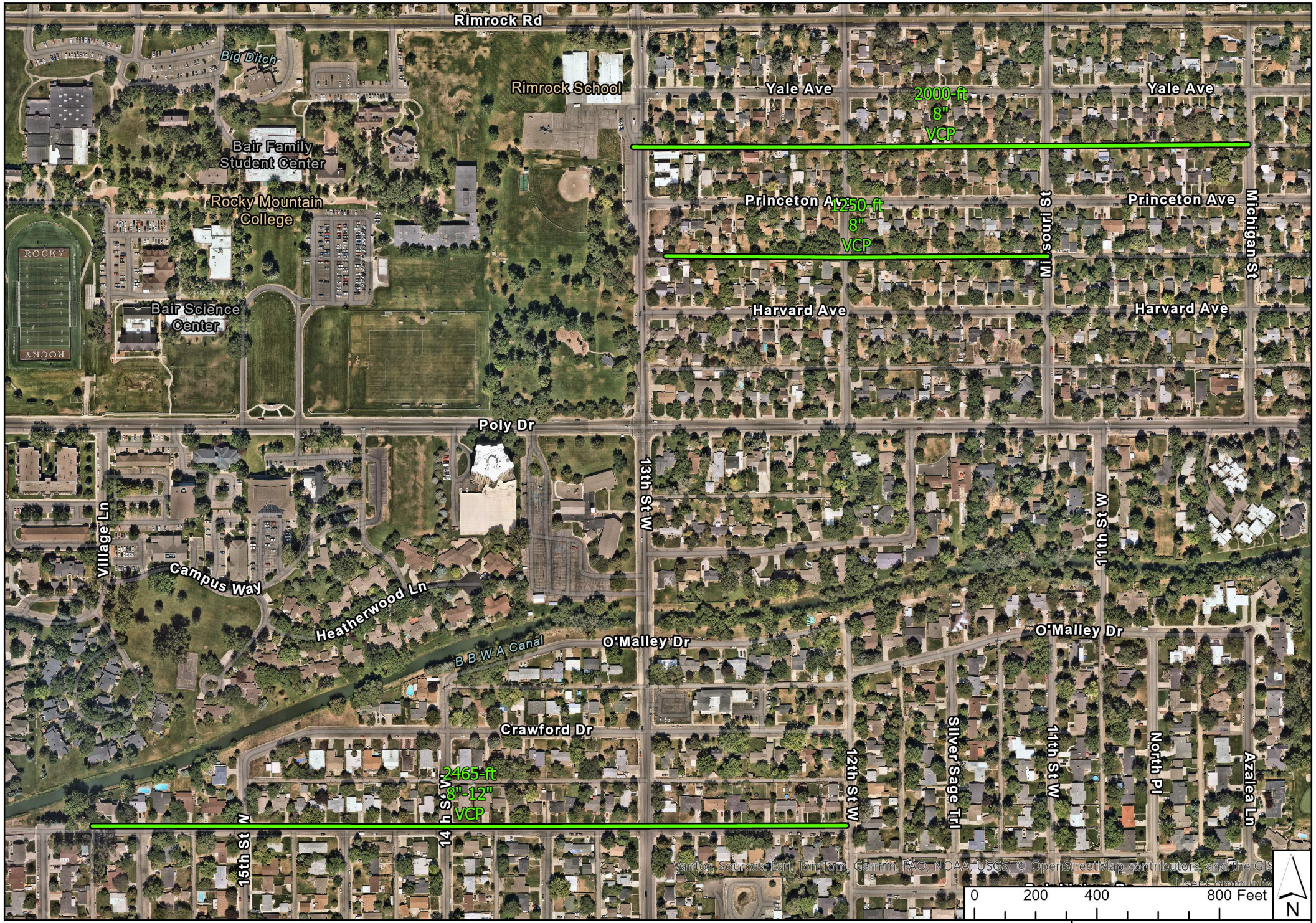


Billings PUBLIC WORKS

Location of Work: 2027 Sanitary Sewer Rehabilitation

Legend

Sewer Rehabilitation Lines

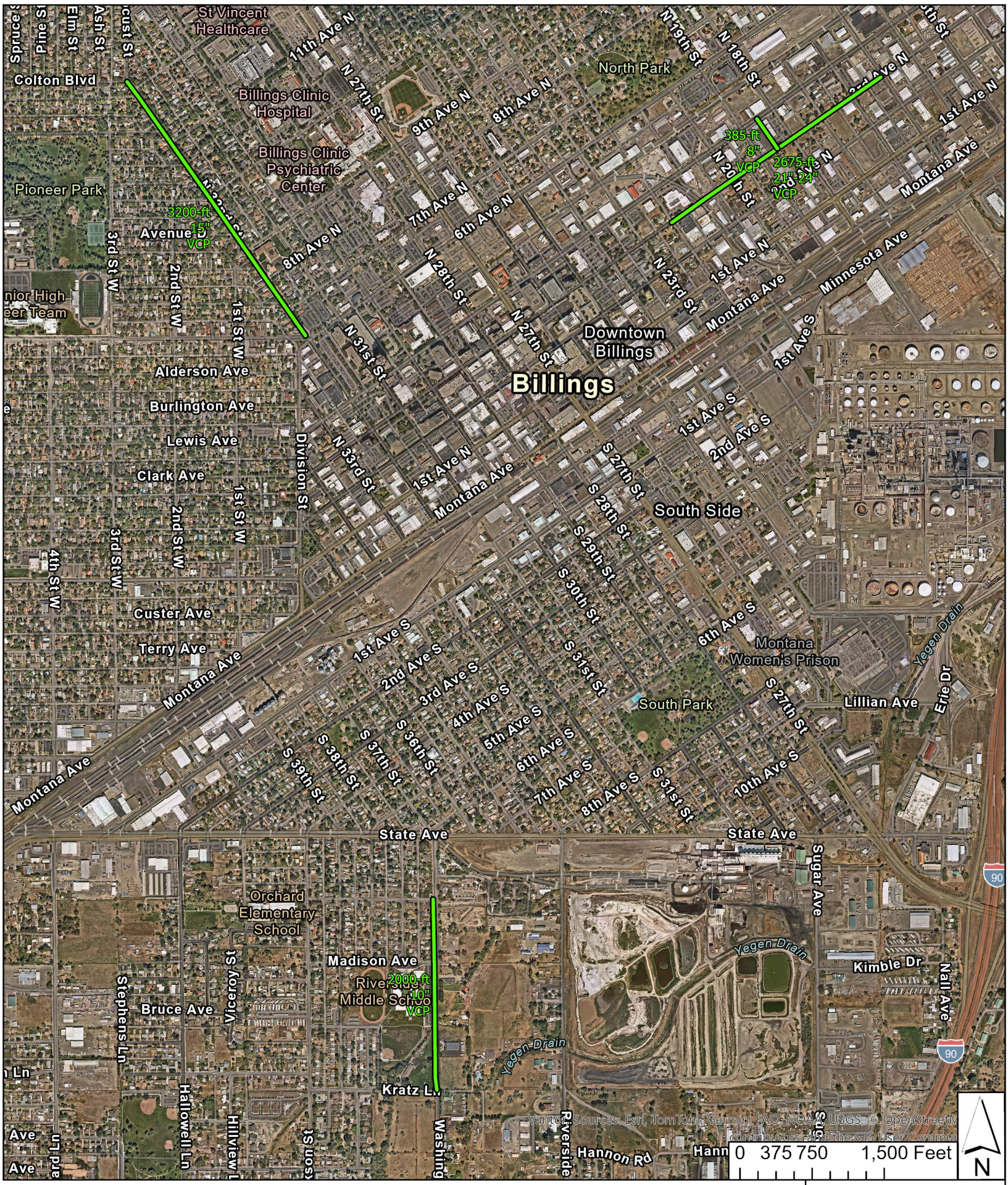


Billings PUBLIC WORKS

Location of Work: 2027 Sanitary Sewer Rehabilitation

Legend

Sewer Rehabilitation Lines



Billings PUBLIC WORKS

Location of Work: 2027 Sanitary Sewer Rehabilitation

Legend

Sewer Rehabilitation Lines

Contract for Professional Architectural and Engineering Services

Project: W.O. 27-01: Contract 2 – 2027 Sanitary Sewer Rehabilitation

In consideration of the mutual promises herein, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, and **Morrison-Maierle, Inc.**, of Helena Montana, this Contract is made and entered into on _____.

This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 9 pages (Basic Services of Contractor);

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

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

Appendix D consisting of 4 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 31 pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Administrator or his designee; for this Contract, designee shall be _____.

B. “Billings” means the City of Billings.

C. "Contractor" means Morrison-Maierle, Inc.

Section 2. Scope of Services.

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

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

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

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

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

   Digital Delivery Formats:

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

   Metadata: Additional information to be included with deliverable.

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

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

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

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

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

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

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

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

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

Section 3. Time for Performance.

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

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

C. This Contract shall terminate at midnight on June 1, 2028. The parties may extend this Contract, by mutual concurrence, for three months, in writing prior to its termination.

Section 4. Compensation; Method of Payment.

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

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

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

Section 5. Termination of the Contractor's Services.

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

A. By mutual consent of the parties.

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

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

Section 6. Duties Upon Termination

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

B. If the Contractor’s services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor’s failure to perform

satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.

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

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

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

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

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

Section 7. Insurance.

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

B. The Contractor shall provide the following insurance:

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

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

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

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

Section 8. Assignments.

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

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

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

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

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

Section 10. Notices.

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

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

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

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

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

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

Section 13. Financial Management System.

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

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

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

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

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

E. Allocates administrative costs to direct service delivery units;

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

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

status.

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

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

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

D. Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination. This includes complying with all rules, regulations, and relevant orders of the Secretary of Labor.

E. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

the interests of the United States.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

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

Contractor: President or Vice President
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Contractor shall:

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

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

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

Billings shall:

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

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

C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent act of both the Contractor and Billings , Billings shall indemnify, defend, save, and hold the Contractor harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities,

and litigation costs and expenses including attorneys' fees and costs, which result from Billings or its officers, agents or employee's wrongful, reckless or negligent acts occurring as a result from Billings' performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

CITY OF BILLINGS, MONTANA

MIKE NELSON, MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK

Morrison-Maierle, Inc.
BUSINESS NAME

SIGNATURE

Jill Cook, P.E.
PRINT NAME

Vice President
PRINT TITLE

Appendix A

Basic Services of Engineer
City of Billings W.O. 27-01: Contract 2 – 2027 Sanitary Sewer Rehabilitation

Section 1. Engineer's Rights and Duties.

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

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

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

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

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

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

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

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

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

J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Kurtis DeShaw, P.E. working under Vice President, Jill Cook, P.E.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Ken Ard, P.E.

Section 3. Scope of Work.

The Engineer shall perform the work outlined in this agreement, including the completion of design and construction engineering phase services for W.O. 27-01: Contract 2 – 2027 Sanitary Sewer Rehabilitation. Design and construction work includes approximately 17,800 linear feet (LF) of sanitary sewer main replacement or cured-in-place-pipe (CIPP) lining as further described as follows:

SCHEDULE 1

- Approximately 7,100 LF of sewer main replacement by open-cut or CIPP lining of the existing sewer mains, generally located as stated below.
    - Alleys between Beech Ave and Stinson Ave
    - Stinson Ave from Rehberg Ln to Patricia Ln
    - Alley from Jennie Ln to Stinson Ave
    - Carl St
    - Alley between Lyndale Ln and Louise Ln
    - Alley between Yale Ave and Princeton Ave, from 13th St W to Michigan St
    - Alley between Princeton Ave to Harvard Ave, from 13th St W to Missouri St

SCHEDULE 2

- Approximately 10,700 LF of cured-in-place-pipe (CIPP) lining of the existing sewer mains generally located as stated below. This scope includes open-cut replacement of up to 50 LF. If additional effort beyond the scope described herein is required, the Engineer will coordinate with the City regarding the additional scope and fee prior to performing such services.
    - Colton Blvd from 16th St W to 12th St W

- N 32nd St from Colton Blvd to Grand Ave
- Washington St from Roosevelt Ave to Kratz Ln
- 3rd Ave N from N 22nd St to N 15th St
- Alley between N 18th St and N 19th St from 3rd Ave N to 4th Ave N

In Appendix A, Contractor refers to the construction contractor.

The scope of work is summarized below:

PROJECT MANAGEMENT

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

DESIGN SURVEY

Design phase survey services will consist of the following:

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

GEOTECHNICAL SERVICES

Design-Phase Geotechnical Evaluation

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

- Design geotechnical work will include up to 22 soil borings in the sewer replacement areas varying in depth from 10 to 15 feet in the planned open cut areas and 10 to 20 feet in the planned CIPP areas. This work will also include 5 pavement section bores.

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

Construction-Phase Quality Assurance Materials Testing

Construction phase quality assurance (QA) materials testing will be provided by the geotechnical subconsultant and will include, as appropriate, density tests, proctors, asphalt, and concrete testing. An allowance of up to $35,000 is included for these services. Actual testing requirements and costs may vary based on the contractor's means and methods and field conditions. If the Engineer anticipates that the included allowance will be exceeded, the Engineer shall notify the City and coordinate any necessary amendment before performing services beyond the included allowance.

DESIGN

The following work will be performed under this task:

- Design Considerations and Approach:
    - New sewer mains will be designed along the existing horizontal alignments and within the vertical constraints of existing upstream and downstream connection elevations, service depths, and minimum slopes. Pipeline sizes will match existing sizes based on GIS and record drawing information unless otherwise directed by the City. No hydraulic modeling, field flow metering, or other sizing studies are included in this scope.

    - Standard bypass pumping design by the contractor will be specified for open cut areas, and a bypass pumping design specification will be developed for the CIPP sections.
    - To streamline design, the CIPP sections will be simplified to show pertinent information in only plan view (e.g. utilities). The existing sewer main will be displayed in profile view, but no other items will be shown in profile view.
    - All sewer services will only be shown in plan view.
    - Perform one review of City provided CCTV sewer videos for the project areas and evaluate the condition of the existing mains, and the feasibility of open-cut and CIPP lining replacement methods. Also, evaluate whether sewer service connections should be replaced by open cut or reinstated within the CIPP-lined sewer where applicable. If additional efforts are required beyond one CCTV review, an amendment may be requested for these efforts.
    - Sanitary sewer service connections visible in the City-provided CCTV that are not identified as capped will be shown on the plans based on the available CCTV information.
    - Where the CCTV review does not identify a service connection for a developed lot, permit research will be coordinated with the City, with the City performing the applicable permit research.
    - If areas of sewer require more effort than a streamlined design approach or review process as previously defined, an amendment may be requested for these additional efforts.
- Existing record drawings will be used to obtain assumed approximate depths and locations of existing utilities and to cross check design survey based on One Call marked utilities.
- Perform manhole measure-downs for the planned sanitary sewer main replacement and CIPP lining areas.
- Perform valve and storm drain manhole measure-downs to verify depths of existing water and storm drain mains where this information is not available on record drawings, or to verify depths where there is minimal clearance at locations where these utilities cross the sewer in a planned open cut area.
- Hold a meeting with City staff to confirm areas to be rehabilitated using CIPP and which to use open cut replacement.
- Review existing leaking underground storage tanks (LUST) and superfund sites in the project areas from the MDEQ database and include requirements in the project specifications for open-cut excavation through potentially contaminated soil and groundwater areas.
- Coordinate with and obtain the Montana Department of Environmental Quality (MDEQ) permit to construct, and coordinate with BNSF. Based on information currently available, no other permits are anticipated. If additional permitting requirements are identified during design, the Engineer will coordinate with the City regarding any associated additional scope and fee. No permitting fees are included in the scope of this project.
- Traffic control will be addressed with written specifications and referencing the traffic control drawings in the City of Billings Standard Modifications to MPWSS. No other traffic control plans will be prepared by the Engineer.

- Prepare preliminary plans. Deliverables will include preliminary plans at 50% complete for review by the City. An electronic file (PDF) of the review set will be provided to the City for review. A PDF copy will also be sent to each utility company in the project areas. Engineer will follow up with the utilities to ensure they received the plans sent to them. Engineer will hold a meeting for utilities to attend to discuss potential conflicts, if any occur. Specific coordination will occur with MDU regarding potential gas main conflicts in the alleys and with TDS regarding fiber installations, both current and future.
- Hold a review meeting with City staff at 50% to discuss the project.
- Perform up to six hours of field review(s) with the City and other agencies, as required.
- Develop 90% plans, specifications, quantity summaries, and opinion of probable costs for final review by City staff. Engineer will meet with City staff to review 90% comments. An electronic file (PDF) of the review set will be provided to the City for review.
- Seal and sign all final plans, specifications, submitted calculations, and reports with the seal of the Montana licensed Professional Engineer in responsible charge of the work.
- Submit plans, specifications, design summary, certified checklist, and any required deviations for the sewer main replacement to MDEQ for review. The City will pay the respective permitting fees directly. Coordinate with MDEQ on any follow-up comments/requirements.
- Prepare a letter and mail to property owners adjacent to the project areas. The property owner names and addresses will be provided by the City.
- Attend one public informational meeting during design.
- Potholing and other exploratory services are not included in this scope. If such services are determined to be necessary, the Engineer will coordinate with the City regarding the additional scope and fee prior to performing the work.

Bidding services will be provided as follows:

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

CONSTRUCTION ADMINISTRATION

Construction administration will include the following tasks:

- Prepare electronic copies of construction contract documents and distribute to Contractor and City.
- Schedule and hold a pre-construction conference prior to commencement of work at the site. Issue meeting minutes to Contractor and City.
- Take preconstruction photos or videos of proposed work areas.
- Coordinate appropriate quality assurance testing of materials intended for incorporation into the project and require documentation of testing results.
- Provide observation of construction for confirmation of general conformance with the drawings and specifications. The RPR will attempt to prioritize observation of most critical items. Critical items of work shall include, but not be limited to, sewer main, manhole, and service excavation, installation, and backfilling; subgrade preparation; gravel base course surface preparation; asphalt trench restoration; testing; and concrete pouring and finishing. It is understood that the contractor may have more than one mainline and/or service crew, and possibly paving crews, working simultaneously. RPR coverage will be provided generally as described below. Observation will not be continuous or exhaustive for each individual crew, and RPRs will prioritize observation of critical construction activities while dividing available observation time among active work areas.
- RPRs will document work observed with a daily review log. Each daily review log shall be documented in a permanent, reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to the City as requested during construction. Engineer will notify the City as soon as practical of contract problems or deviations from approved plans.
- Coordinate and administer weekly progress meetings.
- Coordinate with the directly adjacent impacted property owners through the development and distribution of informational handouts once during construction.
- Prepare a weekly construction update email and project map showing work areas to include on the City's website or social media.
- This project is planned based on part-time observation of construction, and assumes allowable contract time as follows:
    - Schedule 1: 120-calendar days
    - Schedule 2: 100-calendar days
- The Construction contract allows for up to two (2) construction crews to work concurrently for the duration of the project in multiple areas for Schedule 1. This project is planned for the following RPR coverage:
    - Schedule 1
        - Two (2) RPRs at eight (8) hours per working day for 120 calendar days.
    - Schedule 2
        - One (1) RPR at three (3) hours per working day for 100 calendar days.
- Additional time for each of the three RPRs includes 20 hours of preparation, pre-construction conference meeting, and contract review, and 20 hours for punch list follow up after Substantial Completion.

- Construction administration time includes project manager involvement up to 6 hours per week. If construction administration requires project manager involvement beyond this allowance, the Engineer will notify and coordinate with the City regarding the additional effort and any necessary amendment.
- Coordinate with geotechnical subcontractor to interpret geotechnical test results and recommendations and coordinate with field observations.
- The Engineer shall record the location and depth, where available, of 6-inch and larger underground utilities and all water services which are exposed during construction. When the Engineer is not onsite, the Engineer will rely on Contractor records to record this information.
- Engineer shall confirm that the Contractor has all needed permits to accomplish the construction.
- Review shop drawings, samples, equipment, bypass pumping plans, traffic control plans, valve operation requests, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor as described in the construction contract.
- Evaluate and respond to Requests for Information (RFI) from Contractor.
- Prepare monthly and final pay estimates for construction and prepare contract administration forms monthly. These will be submitted in the City's approved format.
- Engineer shall provide City with geotechnical testing reports after construction.
- Prepare and recommend Field Orders and Change Orders when necessary due to conditions encountered during construction, or City requested changes. Work resulting in contract overage will be processed by approved Change Orders using the City's standard format.
- Review CCTV post-construction videos after services are reinstated. This review is limited to one initial review plus one review of repaired areas. If the repairs require more than one review, an amendment will be requested to cover additional reviews.
- Engineer shall perform substantial and final completion related construction administration items.

CONSTRUCTION SURVEY

Construction phase survey services will consist of the following:

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

CLOSEOUT

Closeout services will be provided as follows:

- Following receipt of red-lined drawings from the Contractor and any review comments from the City, make necessary changes and furnish the City with record drawings as generally indicated in Section 2D of Part I of this contract. Record drawing information will be based on the information provided by the Contractor and will be to a degree of accuracy as represented by the Contractor. Record drawings shall include, but not be limited to:
    - Stationing of manholes and sewer services will be documented from the Contractor.
    - All elevations shall be referenced to a permanent benchmark elevation that is clearly shown on the plans.
    - Record drawings are due to the City within 60 days of the Contractor's final payment (contingent on the Contractor submitting as-built information per the contract) and before final payment to the Engineer.
- Issue Certificate of Substantial Completion and document any punchlist items.
- Schedule and make Substantial Completion and final inspections with the City.
- Based on the Engineer's construction observations and information provided by the Contractor, provide the required certification to MDEQ regarding general conformance with the approved plans and specifications.

- Schedule and inspect with City prior to the expiration of 2-year construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to the City and Contractor.

<u>INTERNAL ENGINEERING QUALITY ASSURANCE</u>
The quality assurance task will consist of the following:

- Perform internal quality assurance reviews at key project milestones by a senior technical engineer independent of the day-to-day preparation of project deliverables.
- Review major design decisions and key project deliverables for technical completeness, consistency, constructability, and overall quality.

Appendix B

Methods and Times of Payment
City of Billings W.O. 27-01: Contract 2 – 2027 Sanitary Sewer Rehabilitation

Section 1. Payments for Basic Services.

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

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

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

1.	Project Management	$46,300.00
2.	Design Survey	$47,440.00
3.	Geotechnical	$81,340.00
4.	Design	$271,340.00
5.	Construction Administration	$405,940.00
6.	Construction Survey	$31,140.00
7.	Project Closeout	$41,200.00
	TOTAL	**$924,700.00**

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

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this project shall be paid for by a negotiated fee.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer
City of Billings W.O. 27-01: Contract 2 – 2027 Sanitary Sewer Rehabilitation

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

A. Additional Services are defined as requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

Appendix D

Schedule of Professional Fees
City of Billings W.O. 27-01: Contract 2 – 2027 Sanitary Sewer Rehabilitation

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

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

Section 1. Professional Services.

Morrison Maierle
engineers · surveyors · planners · scientists

Standard Rate Schedule
Effective Through
December 31, 2026

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

Morrison Maierle
engineers • surveyors • planners • scientists

Standard Billing Rate Schedule
Rates Effective
January 1, 2026 – December 31, 2026

EQUIPMENT RATES	
Company Vehicle: highway miles - Pickups	$.985/mile
highway miles – Medium SUV	$.839/mile
highway miles - Small SUV	$.685/mile
highway miles - Sedan	$.664/mile
on-site mileage	$ .664/mile plus $5.00/hour
Private Vehicle	$.680/mile
ATV	$50.00/day
UTV	$100.00/day
Survey-Grade GNSS (1 Receiver)	$120.00/day
Survey-Grade GNSS (2 Receivers)	$30.00/hour, $240.00/day
Resource-Grade (GIS) GNSS Receivers	$65.00/day
Hovermap LiDAR Scanner	$50.00/hour, $400.00/day
Robotic Total Station	$30.00/hour, $240.00/day
Total Station	$80.00/day
Trimble SX10 Scanning Total Station	$40.00/hour, $300.00/day
Trimble SX12 Scanning Total Station	$40.00/hour, $300.00/day
FARO Focus 3D Laser Scanner	$50.00/hour, $400.00/day
Hydrolite – TM Echosounder Kit	$100.00/day
Raft-Hydro-Bathy Surveys	$100.00/day
sUAS Survey Drone	$50.00/hour, $400.00/day
Nuclear Density Meter	$15.00/hour, $50.00/day, $200.00/week
Airflow Balancing Hood	$75.00/day
Core Drill	$10.00/hole
Digital Level	$50.00/day
Hammer Drill	$30.00/day
HYDROLOGICAL EQUIPMENT	
Conductivity Meter	$15.00/day
Disposable Bailers	$10.00/each
Dissolved Oxygen Meter	$20.00/day
PH Meter	$15.00/day
PH/Temp/Conductivity Meter	$25.00/day
Water Sample Fee	$10.00/each
In Situ Level Troll 700	$63.00/day, $250.00/week
AquaCalc Pro	$60.00/day, $120.00/week
Marsh McBirney 2000 Flowmeter	$60.00/day, $120.00/week
Global Water FP 111 Flowmeter	$25.00/day, $75.00/week
Submersible Pump (Redi Flo 2)	$155.00/day
Water Level Meter, 300 Ft.	$25.00/day, $50.00/week
Water Level Meter, 500 Ft.	$35.00/day, $75.00/week
Oil/Water Interface Well Probe	$40.00/day, $120.00/week
Hach Flo-Dar (logger & sensor)	$400.00/week, $1,000.00/month
Rain Gauge Sensor	$15.00/week, $60.00/month
PRINTING EXPENSES	
Black & White Copies	$.10/8.5X11, $.13/8.5x14, $.20/11x17
Color Copies	$.20/8.5X11, $.20/8.5x14, $.40/11x17
Binding	$.25/each
Lamination	$1.00/each
Oversize Print Black & White	$5.00/each
Oversize Print Color	$6.00/each
Print & Basic Mount	$12.00/each
Print & Machine Mount	$20.00/each
Print, Machine & Laminate White Board	$32.00/each
MISCELLANEOUS EXPENSE	
Lodging	Current Rates
Meals	$63.00/day

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

Section 2. Materials and Other Direct Costs.

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

A. Approved Employee Meals, Lodging, Transportation

B. Premium Delivery Service (UPS, Federal Express, etc.)

C. Toll Communication Services (Telephone, Fax, etc.)

D. Supplies

E. Premiums for Special Insurance, Performance Bonds, etc.

F. Other Out-of-Pocket Expenses

G. Consultants

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

Appendix E

Project Schedule
City of Billings W.O. 27-01: Contract 2 – 2027 Sanitary Sewer Rehabilitation

Based on a notice to proceed by Billings date no later than November 9, 2026, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (50% Design): January 2027
2. Preliminary Engineering Services (90% Design): March 2027
3. Final Engineering Services (100% Design): April 2027
4. Anticipated Construction June 2027 to December 2027
5. The above schedule assumes DEQ review will be completed within three (3) weeks of the 90% Design submittal.

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

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

Appendix F

Certificate(s) of Insurance
City of Billings W.O. 27-01: Contract 2 – 2027 Sanitary Sewer Rehabilitation

(Attach Certificate(s) of Insurance)

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: FY2027 Tyler Technologies New World Public Safety Software Maintenance Renewal
PRESENTED BY: Jeff Sprock, IT Director
Department: Information Technology
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Approve the FY2027 Tyler Technologies New World Public Safety software maintenance and support renewal at an amount of $292,840.68 for the period of November 1, 2026, through October 31, 2027, and authorize the Mayor to execute the necessary renewal documents.

EXECUTIVE SUMMARY

The City of Billings and Yellowstone County rely on New World Public Safety for emergency dispatch, law enforcement and fire response, mobile communications, incident and criminal-justice records, jail operations, and required reporting.

Renewing software maintenance keeps the existing production systems eligible for vendor technical support, updates, and related services. This renewal preserves current operations; it does not authorize a replacement system or the proposed Tyler Enterprise Platform Evolution (EPE) initiative.

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

The City and County have jointly used New World for more than a decade, including the SQL-based system implemented in 2013. The renewal covers a shared, multi-agency environment with agency-specific software and interfaces.

Tyler supplied five pro forma renewals for the same 12-month term:

Quote	Description	Amount
New World #41654	Core CAD, records, corrections, mobile applications, field reporting, interfaces, and mapping	$241,455.34
Brazos #41652	Electronic citation licenses, maintenance, and hosting	$18,831.86
Brazos #41653	Additional electronic citation licenses and hosting	$32,075.73
New World #41655	Additional law enforcement mobile mapping license	$110.25
ICC Codes #43554	2021 International Fire Code reference	$367.50
Total		**$292,840.68**

The City and County allocate shared CAD costs among Police, Fire, 911/Communications, and Sheriff. Agency-specific items are charged to the benefiting agency.

FISCAL EFFECTS

The total FY2027 Tyler Technologies renewal is $292,840.68. The cost distribution is:

Participating agency	FY2027 allocation
Billings Police Department	$158,391.75
Billings Fire Department	$23,421.33
911/Communications	$40,831.18
Yellowstone County Sheriff's Office	$36,819.78
Yellowstone County Detention Facility	$33,376.64
Total	**$292,840.68**

The combined Yellowstone County share for the Sheriff's Office and Detention Facility is $70,196.42. The combined City share for Police, Fire, and 911/Communications is $222,644.26.

Funding is available in the corresponding department budgets approved in the FY2027 budget. Yellowstone County will reimburse the City for its allocated costs for the Sheriff's Office and Detention Facility in accordance with the established cost-sharing arrangement.

The $23,421.33 Fire allocation above includes Fire's share of the current New World pro formas but does not include the separate cloud-based Fire contract. The separate cloud Fire renewal will be processed under the applicable City purchasing authority.

STAKEHOLDERS

ALTERNATIVES

Council may decline or defer the renewal. Failure to renew would place ongoing vendor maintenance, software updates, technical support, and assistance with critical public-safety systems at risk. Because Tyler Technologies owns and supports the existing New World Public Safety software, obtaining equivalent maintenance services from another provider is not a practical alternative.

Attachments

Brazos Quote 1
Brazos Quote 2
Field Mobile with Advanced Mapping Quote
Tyler New World Main Quote
ICC Codes Quote
2023 New World Agreement

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

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

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Company	Order No.	Date	Page
130	41652	02/11/2026	1 of 1

To: CITY OF BILLINGS
220 N 27TH ST
BILLINGS, MT 59101-1938
United States

Ship To: CITY OF BILLINGS
220 N 27TH ST
BILLINGS, MT 59101-1938
United States

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

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Billings, MT						
01/Nov/2018	1	Renewal: LIC: REF License - MDC or TABLET Annual Maintennace **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months** :	1	EA	976.79	976.79
27/Apr/2018	2	Renewal: Server Hosting **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	341.86	341.86
18/Mar/2020	3	Renewal: eCitation-Brazos Rapid Extension Framework - MDC or Tablet (4) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months** :	4	EA	237.09	948.36
18/Mar/2020	4	Renewal: Brazos Hosting Fee **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	316.10	316.10
03/Mar/2021	5	Renewal: Brazos REF License - MDC or TABLET **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	60	EA	203.11	12,186.72
03/Mar/2021	6	Renewal: Brazos Hosting Fee **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	4,062.03	4,062.03

Does not include any applicable taxes **Order Total:** 18,831.86

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

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P.O. Box 203556
Dallas, TX 75320-3556

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

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Company	Order No.	Date	Page
130	41653	02/11/2026	1 of 1

To: CITY OF BILLINGS POLICE DEPARTMENT
IT DEPARTMENT
316 N 26TH ST
BILLINGS, MT 59101-1327
United States

Ship To: CITY OF BILLINGS POLICE DEPARTMENT
IT DEPARTMENT
316 N 26TH ST
BILLINGS, MT 59101-1327
United States

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

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Billings, MT						
24/May/2023	1	Renewal: Hosting Fee **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months** :	1	EA	1,403.91	1,403.91
24/May/2023	2	Renewal: LIC: REF License - MDC or TABLET **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	22	EA	191.45	4,211.82
30/May/2025	3	Renewal: REF License - MDC or TABLET **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	60	EA	441.00	26,460.00

Does not include any applicable taxes **Order Total:** 32,075.73

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



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Dallas, TX 75320-3556

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Company	Order No.	Date	Page
130	41654	02/11/2026	1 of 4

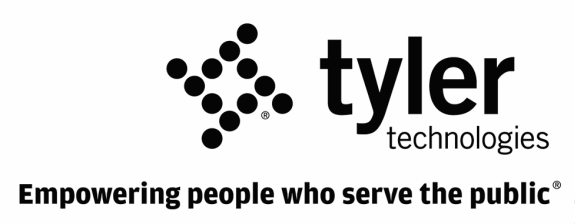


To: CITY OF BILLINGS POLICE DEPARTMENT
IT DEPARTMENT
316 N 26TH ST
BILLINGS, MT 59101-1327
United States

Ship To: CITY OF BILLINGS POLICE DEPARTMENT
IT DEPARTMENT
316 N 26TH ST
BILLINGS, MT 59101-1327
United States

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

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Billings, MT					
1 03/Mar/2021	Renewal: Drivers License Mag Stripe Reader/Barcode Reader Interface - Maintenance **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	67	EA	24.54	1,644.08
2 22/Jun/2021	Renewal: CAD to CAD Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	4,908.33	4,908.33
3 01/Oct/2021	Renewal: Mobility Hosting Fee **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	3,505.95	3,505.95
4 01/Oct/2021	Renewal: Enterprise Fire Field Mobile with Advanced Mapping (CrewForce) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	25	EA	116.59	2,914.80
5 10/Feb/2022	Renewal: LE Accident Field Reporting (1 form) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	82	EA	73.63	6,037.33
6 17/Feb/2022	Renewal: LE Dispatch/Messaging/State/NCIC **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	220	EA	98.16	21,596.19
7 07/Mar/2022	Renewal: Performance Dashboard **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	0.00	0.00
8 01/Apr/2022	Renewal: LE Field Reporting (Federal Standard) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	111	EA	98.16	10,896.26
9	Renewal:	3	EA	116.48	349.43



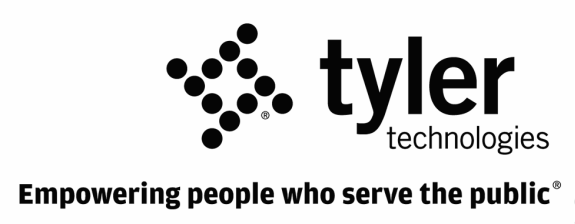
Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

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

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Company	Order No.	Date	Page
130	41654	02/11/2026	2 of 4

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
22/Nov/2022		Enterprise Law Enforcement Field Mobile with Advanced Mapping (ShieldForce) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**				
24/May/2023	10	Renewal: In-Car Mapping / AVL **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	38	EA	36.81	1,398.89
27/Dec/2023	11	Renewal: CAD CFS (xml) Export Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	6,871.66	6,871.66
18/Nov/2023	12	Renewal: Career Criminal Registry (parolee, sex offender) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,945.00	2,945.00
18/Nov/2023	13	Renewal: MSP Multi-Jurisdictional Law Enforcement Records **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	20,733.02	20,733.02
18/Nov/2023	14	Renewal: Law Enforcement Records Management Data Mart/Includes 3-4 users **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,454.17	2,454.17
18/Nov/2023	15	Renewal: Fire Dispatch/Messaging **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	11	EA	98.16	1,079.81
18/Nov/2023	16	Renewal: CAD Data Mart/Includes 3-4 users **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,454.17	2,454.17
18/Nov/2023	17	Renewal: Web CAD Monitor **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	7,362.50	7,362.50
18/Nov/2023	18	Renewal: Data Analysis/Crime Mapping/Management Reporting (LERMS) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	6,135.41	6,135.41
18/Nov/2023	19	Renewal: NCIC Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	15,215.82	15,215.82



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Dallas, TX 75320-3556

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Company	Order No.	Date	Page
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Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
18/Nov/2023	20	Renewal: Pre-Arrival Questionnaire Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	3,435.83	3,435.83
18/Nov/2023	21	Renewal: Gun Permits and Registrations **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,945.00	2,945.00
18/Nov/2023	22	Renewal: Field Investigations **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,945.00	2,945.00
18/Nov/2023	23	Renewal: CAD AVL **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	3,190.41	3,190.41
18/Nov/2023	24	Renewal: CAD NCIC Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	7,362.50	7,362.50
18/Nov/2023	25	Renewal: Corrections Management Data Mart **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	2	EA	736.25	1,472.50
18/Nov/2023	26	Renewal: State Corrections Reporting **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months** :	1	EA	6,380.83	6,380.83
18/Nov/2023	27	Renewal: Public Safety Lineups/Mug Shots **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	736.25	736.25
18/Nov/2023	28	Renewal: Livescan Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	3,435.83	3,435.83
18/Nov/2023	29	Renewal: Case Management **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,945.00	2,945.00
18/Nov/2023	30	Renewal: MSP Corrections Management Software **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	17,915.40	17,915.40



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Company	Order No.	Date	Page
130	41654	02/11/2026	4 of 4

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
18/Nov/2023	31	Renewal: E-911 Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	3,435.83	3,435.83
18/Nov/2023	32	Renewal: Enterprise CAD Combined LE/Fire/EMS **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	34,726.44	34,726.44
18/Nov/2023	33	Renewal: Data Analysis/Management Reporting **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months** :	1	EA	3,435.83	3,435.83
18/Nov/2023	34	Renewal: Enterprise Law Enforcement Mobile Server Software **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	23,314.57	23,314.57
18/Nov/2023	35	Renewal: Activity Reporting and Scheduling **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,945.00	2,945.00
26/Feb/2024	36	Renewal: LE Field Reporting (Federal Standard) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	17	EA	98.16	1,668.80
05/Dec/2025	37	Renewal: In-Car Mapping / AVL **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	20	EA	33.08	661.50

Does not include any applicable taxes **Order Total:** 241,455.34

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



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

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

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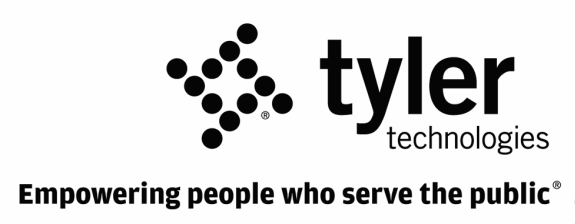


To: CITY OF BILLINGS POLICE DEPARTMENT
IT DEPARTMENT
316 N 26TH ST
BILLINGS, MT 59101-1327
United States

Ship To: CITY OF BILLINGS POLICE DEPARTMENT
IT DEPARTMENT
316 N 26TH ST
BILLINGS, MT 59101-1327
United States

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

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Billings, MT					
1 03/Mar/2021	Renewal: Drivers License Mag Stripe Reader/Barcode Reader Interface - Maintenance **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	67	EA	24.54	1,644.08
2 22/Jun/2021	Renewal: CAD to CAD Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	4,908.33	4,908.33
3 01/Oct/2021	Renewal: Mobility Hosting Fee **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	3,505.95	3,505.95
4 01/Oct/2021	Renewal: Enterprise Fire Field Mobile with Advanced Mapping (CrewForce) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	25	EA	116.59	2,914.80
5 10/Feb/2022	Renewal: LE Accident Field Reporting (1 form) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	82	EA	73.63	6,037.33
6 17/Feb/2022	Renewal: LE Dispatch/Messaging/State/NCIC **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	220	EA	98.16	21,596.19
7 07/Mar/2022	Renewal: Performance Dashboard **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	0.00	0.00
8 01/Apr/2022	Renewal: LE Field Reporting (Federal Standard) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	111	EA	98.16	10,896.26
9	Renewal:	3	EA	116.48	349.43



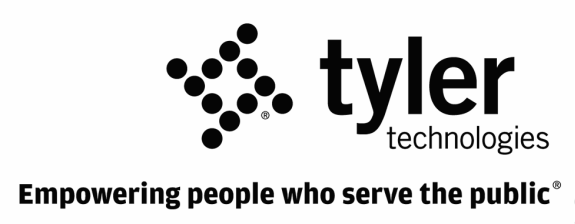
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Tyler Technologies, Inc.
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P.O. Box 203556
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Email: ar@tylertech.com

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Company	Order No.	Date	Page
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Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
22/Nov/2022		Enterprise Law Enforcement Field Mobile with Advanced Mapping (ShieldForce) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**				
24/May/2023	10	Renewal: In-Car Mapping / AVL **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	38	EA	36.81	1,398.89
27/Dec/2023	11	Renewal: CAD CFS (xml) Export Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	6,871.66	6,871.66
18/Nov/2023	12	Renewal: Career Criminal Registry (parolee, sex offender) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,945.00	2,945.00
18/Nov/2023	13	Renewal: MSP Multi-Jurisdictional Law Enforcement Records **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	20,733.02	20,733.02
18/Nov/2023	14	Renewal: Law Enforcement Records Management Data Mart/Includes 3-4 users **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,454.17	2,454.17
18/Nov/2023	15	Renewal: Fire Dispatch/Messaging **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	11	EA	98.16	1,079.81
18/Nov/2023	16	Renewal: CAD Data Mart/Includes 3-4 users **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,454.17	2,454.17
18/Nov/2023	17	Renewal: Web CAD Monitor **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	7,362.50	7,362.50
18/Nov/2023	18	Renewal: Data Analysis/Crime Mapping/Management Reporting (LERMS) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	6,135.41	6,135.41
18/Nov/2023	19	Renewal: NCIC Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	15,215.82	15,215.82



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Tyler Technologies, Inc.
(FEIN 75-2303920)
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Dallas, TX 75320-3556

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Company	Order No.	Date	Page
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Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
18/Nov/2023	20	Renewal: Pre-Arrival Questionnaire Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	3,435.83	3,435.83
18/Nov/2023	21	Renewal: Gun Permits and Registrations **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,945.00	2,945.00
18/Nov/2023	22	Renewal: Field Investigations **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,945.00	2,945.00
18/Nov/2023	23	Renewal: CAD AVL **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	3,190.41	3,190.41
18/Nov/2023	24	Renewal: CAD NCIC Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	7,362.50	7,362.50
18/Nov/2023	25	Renewal: Corrections Management Data Mart **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	2	EA	736.25	1,472.50
18/Nov/2023	26	Renewal: State Corrections Reporting **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months** :	1	EA	6,380.83	6,380.83
18/Nov/2023	27	Renewal: Public Safety Lineups/Mug Shots **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	736.25	736.25
18/Nov/2023	28	Renewal: Livescan Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	3,435.83	3,435.83
18/Nov/2023	29	Renewal: Case Management **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,945.00	2,945.00
18/Nov/2023	30	Renewal: MSP Corrections Management Software **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	17,915.40	17,915.40



Empowering people who serve the public®

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

Questions
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Phone: 1-800-772-2260 Press 2
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Email: ar@tylertech.com

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Company	Order No.	Date	Page
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Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
18/Nov/2023	31	Renewal: E-911 Interface **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	3,435.83	3,435.83
18/Nov/2023	32	Renewal: Enterprise CAD Combined LE/Fire/EMS **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	34,726.44	34,726.44
18/Nov/2023	33	Renewal: Data Analysis/Management Reporting **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months** :	1	EA	3,435.83	3,435.83
18/Nov/2023	34	Renewal: Enterprise Law Enforcement Mobile Server Software **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	23,314.57	23,314.57
18/Nov/2023	35	Renewal: Activity Reporting and Scheduling **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	1	EA	2,945.00	2,945.00
26/Feb/2024	36	Renewal: LE Field Reporting (Federal Standard) **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	17	EA	98.16	1,668.80
05/Dec/2025	37	Renewal: In-Car Mapping / AVL **Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months**	20	EA	33.08	661.50

Does not include any applicable taxes **Order Total:** 241,455.34

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

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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
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Company	Order No.	Date	Page
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To: BILLINGS POLICE DEPARTMENT
210 N 27TH ST
BILLINGS, MT 59101-1938
United States

Ship To: BILLINGS POLICE DEPARTMENT
210 N 27TH ST
BILLINGS, MT 59101-1938
United States

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

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Billings, MT					
1	Renewal:	1	EA	367.50	367.50
10/Feb/2026	EN - ICC Codes IFC 2021				
	Cycle Start: 11/01/2026, End: 10/31/2027; Term: 12 months				

Does not include any applicable taxes **Order Total:** 367.50

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

Support Amendment

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

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

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

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

1. The term, as set forth in Exhibit C, the Standard Software Subscription Agreement (SSSA) of the Agreement, is hereby amended to commence on November 1, 2023 for a period of one (1) year. Thereafter, the term shall automatically renew for additional one (1) year terms, at our then current rates.

2. The software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.

3. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.

4. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.

5. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Group General Counsel

Date: 10/26/23

City of Billings, MT

By: _____

Name: _____

Title: _____

Date: _____



Exhibit 1
Maintenance and Support Agreement

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

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on November 1, 2023 and remains in effect for one (1) year. The term will renew automatically for additional one (1) year term unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your maintenance and support fees for the initial term for the Tyler Software are hereby reset, and shall be invoiced in advance of November 1, 2023, in the amount of $225,197. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 a) provide support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).

   b) emergency 24-hour per day telephone support, for Enterprise Public Safety CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Enterprise Public Safety CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services; and

   3.4 provide you with a copy of all releases to the Tyler Software (including updates and

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

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

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

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

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

   (a) All infrastructure executing Tyler Software shall be managed by you; and
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided as Schedule A to Exhibit 1.



Exhibit 1
Schedule A
Support Call Process

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

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

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

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

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

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

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

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

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

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

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

We may include a correction in subsequent Tyler Software releases.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: FY2027 Interlocal Agreement with Yellowstone County for Information Technology Services
PRESENTED BY: Jeff Sprock, IT Director
Department: Information Technology
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that the City Council approve the FY2027 Interlocal Agreement with Yellowstone County for Information Technology Services in the amount of $150,580 and authorize the Mayor to execute the agreement.

EXECUTIVE SUMMARY

The City of Billings and Yellowstone County have maintained a longstanding partnership for the delivery of information technology services supporting County law enforcement and detention operations. The proposed FY2027 Interlocal Agreement continues this partnership, providing for the City's ongoing technology infrastructure, security, and support services.

The City and its public safety partners are also evaluating a potential transition to Tyler Technologies' Enterprise Public Safety (EPE) solution. If approved in the future, this modernization effort could change the scope and cost of services provided under the interlocal agreement. Approval of the FY2027 agreement maintains current operations and does not commit the City to the proposed EPE solution. Any necessary changes to the interlocal agreement would be addressed separately.

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

For more than a decade, the City of Billings has provided information technology services to Yellowstone County in support of the Sheriff's Office and its public safety operations. These services include application hosting, server infrastructure, data storage, system backups, cybersecurity, disaster recovery, and ongoing technical support for systems utilized by County law enforcement and detention personnel.

The proposed agreement covers July 1, 2026, through June 30, 2027, and continues the existing arrangement under which Yellowstone County reimburses the City for information technology services. The Yellowstone County Board of County Commissioners approved the agreement on October 6, 2026.

The City, working with the Billings Police Department, Yellowstone County, and other public safety stakeholders, is currently evaluating the potential modernization of its Tyler New World public safety software through Tyler Technologies' Enterprise Public Safety (EPE) solution.

If the City elects to proceed with EPE, changes to the existing hosting, infrastructure, support responsibilities, and associated costs may require amendments to the interlocal agreement. Any such modifications would be considered separately and would require approval by the respective governing bodies.

Approval of the proposed FY2027 agreement ensures continuity of existing services and establishes the County's financial obligations while the broader public safety modernization evaluation continues.

FISCAL EFFECTS

The proposed FY2027 agreement provides for reimbursement of $150,580 to the City's Information Technology internal service fund for services provided to Yellowstone County from July 1, 2026, through June 30, 2027.

This represents a decrease of $12,634 (7.7%) from the FY2026 agreement amount of $163,214.

The agreement provides for two payments of $75,290, due November 15, 2026, and May 15, 2027.

The reimbursement covers the City's costs for providing IT infrastructure, maintenance, cybersecurity, and technical support to Yellowstone County.

STAKEHOLDERS

ALTERNATIVES
The City Council may:

1. Approve the FY2027 Interlocal Agreement with Yellowstone County for Information Technology Services.

2. Not approve the agreement and direct staff to pursue alternative arrangements for the provision and reimbursement of services.

Attachments

YCO Agreement

B.O.C.C. Regular **Agenda Item 18. b.**

Meeting Date: 10/06/2026

Title: City of Billings IT agreement

Submitted By: Carol Redler

TOPIC:

City-County Interlocal Agreement for IT services FY27

BACKGROUND:

Renewal of annual agreement for period 7/1/2026 to 6/30/2027.

RECOMMENDED ACTION:

Approve and sign.

Attachments

City IT FY27

BILLINGS - YELLOWSTONE COUNTY INTERLOCAL AGREEMENT
INFORMATION TECHNOLOGY SERVICES FOR FY 2027

This Interlocal Agreement is made and entered into this ___ day of _____, 2026, by and between the City of Billings, Montana ("CITY") and Yellowstone County, Montana ("COUNTY"). CITY and COUNTY are referred to herein as "Parties" and individually as a "Party."

WHEREAS, COUNTY requires certain information technology ("IT") services to support its ongoing law enforcement efforts, including but not limited to support for its public safety systems, servers, storage, backup, security and ongoing IT support;

WHEREAS, CITY is willing and able to provide such IT services to COUNTY;

WHEREAS, CITY and COUNTY are empowered to enter into interlocal agreements to provide services pursuant to Title 7, Chapter 11, Part 1, MCA;

WHEREAS, the governing body of each Party finds that the performance of this Agreement is in the best interest of both Parties, and that the undertaking will benefit the public;

NOW, THEREFORE, the parties hereto, in consideration of the mutual benefits to be derived, state, covenant and agree as follows:

1. PURPOSE: The purpose of this agreement is to set forth the terms pursuant to which CITY will provide IT services to COUNTY with respect to its public safety systems, servers, storage, backup, security and ongoing IT support.

2. CITY RESPONSIBILITIES: CITY will provide computer access, disk storage, computer processing, system/data backups, and maintenance support to COUNTY to support COUNTY'S public safety systems. CITY's IT services include communication capabilities allowing 24-hour computer access, on-site and off-site disk storage shared with Billings Police Department, computer processing, program maintenance, operations to support data processing systems, system replication and backups, and disaster/recovery services. The Parties agree that the type and scope of IT services provided by CITY in previous years under past iterations of this Agreement are sufficient to meet COUNTY'S current needs, and that any additional IT services will require a written amendment to this Agreement.

3. PAYMENT TERMS: In consideration of CITY's IT services, COUNTY will pay CITY the amount of One Hundred Fifty Thousand, Five Hundred and Eighty dollars ($150,580). Payment will be made in two (2) equal installments of $75,290. The first installment is due and payable on or before November 15, 2026. The second installment is due and payable on or before May 15, 2027. If emergency costs are incurred during the fiscal year, then COUNTY shall reimburse CITY as mutually agreed for such emergency costs.

4. DURATION: The term of this agreement is twelve months, beginning July 1, 2026, and continuing through June 30, 2027.

5. TERMINATION: Either party may terminate this Agreement, with or without cause, by providing sixty (60) days written notice of intent to terminate to the other party.

6. AMENDMENTS AND MODIFICATIONS: Amendments and modifications to this Interlocal Agreement shall be in writing and will not become effective until approved by both parties with the same formalities as this Agreement.

7. EFFECTIVE DATE: This Agreement shall be effective after approval by the respective governing bodies of each Party.

8. RECORDATION: This Agreement shall be recorded with the Clerk and Recorder of Yellowstone County, Montana, and the Montana Secretary of State, as provide by law.

9. 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 the State of Montana Thirteenth District Court, Yellowstone County.

10. INDEMNITY:

The COUNTY shall:

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

The CITY shall:

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

CITY OF BILLINGS, MONTANA

MIKE NELSON, MAYOR

COUNTY OF YELLOWSTONE, MONTANA
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

GINA DAHL, CITY ATTORNEY

YELLOWSTONE COUNTY CLERK & RECORDER

ATTEST:

DENISE BOHLMAN, CITY CLERK

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Veterans Park Playground Equipment Purchase
PRESENTED BY: Brad Wright
Department: Parks/Rec/Public Lands
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

PRPL is seeking City Council consent to purchase new playground equipment for Veterans Park from Grondahl Recreation who is an authorized Sourcewell Cooperative purchasing agent Contract # 101625-BUR. Playground equipment cost as proposed by Grondahl Recreation is $365,442.34. The project will be funded through the approved CIP 2027 Budget.

EXECUTIVE SUMMARY

PRPL seeks City Council consent to purchase new playground equipment for Veterans Park from Grondahl Recreation utilizing the Sourcewell state purchasing contract. Playground purchase and installation will cost $365,442.34. Funding will come from the previously approved FY27 CIP budget of $400,000. Not approving the purchase of new equipment will ultimately result in the removal of the existing playground due to unsafe conditions.

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

Replacement of the Veterans Park playground was approved in the CIP 2027 budget. Playground replacement is due to failing equipment, age, use, and parts availability. It has exceeded the manufacturer's suggested life expectancy and replacement parts are becoming harder to obtain due to the age of the playground. The new proposed playground was selected by a committee of various City employees and citizens of Billings.

Sourcewell is a national cooperative purchasing organization that helps local governments, schools, and nonprofits streamline procurement by offering competitively solicited contracts for a wide range of products and services. By leveraging collective buying power, Sourcewell enables local governments to save time and money, ensuring compliance with competitive bidding requirements while accessing pre-negotiated pricing and trusted suppliers.

FISCAL EFFECTS

Procurement of the equipment will be through the cooperative purchasing agreement (Sourcewell) with Grondahl Recreation, as the pricing is similar to competitive bid pricing. CIP budget for 2027 allotted $400,000 to purchase a new playground and have it installed. The current price for the equipment is $365,442.34. PRPL will be responsible for removing the old playground in preparation for the new one. Maintenance costs are expected to decrease in the short term but have minor increases over time as the playground ages.

STAKEHOLDERS

The City of Billings
PRPL
Citizens of Billings
Users of Veterans Park

ALTERNATIVES

City Counci may:
Approve the use of CIP2027 funds to purchase and install new playground equipment.
Not Approve resulting in the continued decay of the current playground and ultimately resulting in the playground being removed due to unsafe conditions.

Attachments

Playground Proposal
COI Certificate
Sourcewell Letter
Unexecuted Contract

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

VETERANS PARK

390 N 23rd St | Billings, MT 59101-1306







Grondahl Recreation
1202 W. 18th Street W | Williston, ND 58801 | 701-770-7897

Grondahl RECREATION INC.

August 20, 2026

BRAD WRIGHT
BILLINGS PARKS AND RECREATION
390 N 23rd St
Billings, MT 59101-1306

Dear BRAD WRIGHT:

Grondahl Recreation is delighted to provide BILLINGS PARKS AND RECREATION with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Grondahl Recreation is confident that this proposal will satisfy BILLINGS PARKS AND RECREATION's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with BILLINGS PARKS AND RECREATION. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Larry Grondahl
Sales Representative

Grondahl Recreation
1202 W. 18th Street W
Williston, ND 58801www.bciburke.com

Phone: 701-770-7897
Fax: -
Email: grondahl@dia.net

COOPERATIVE PURCHASING OPTIONS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or **visit bciburke.com/rep**. Our passion is bringing play to communities like yours and we can't wait to help you get started!

equalis GROUP

GSA Contract Holder

GOVMVMT

OMNIA PARTNERS

Sourcewell Awarded Contract Contract # 010521-BUR







FEATURED PLAY EVENTS



Flag Post Topper
Post Toppers are a fun way to provide a finishing touch to any playground structure. Place one, two, three or more of these post toppers on your structure to create an aesthetic appeal or a fun, imaginative play concept.



90 Degree Overhead
Overhead events build upper body strength and endurance, improve eye-hand coordination and elevate children's self-confidence.

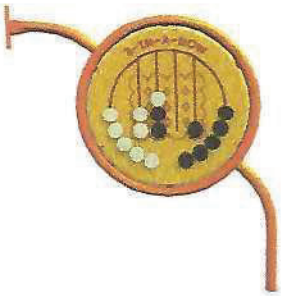


Velo™ Slide
Rapid and swift, the Velo Slide is designed to be the fastest, most exciting sliding experience for kids!

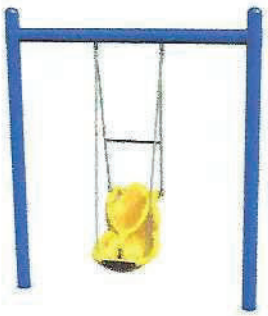
FEATURED PLAY EVENTS



Apex Rope Climber
Build agility, upper and lower body strength and problem solving skills while having fun on this exciting climber!



3-In-A-Row Ring Panel
Play panels offer opportunities for all children to develop skills, have fun and spend time learning outside. 3-In-A-Row is a way to bring games to the playground and teach cooperation.



Freedom Swing Seat
The Freedom inclusive Swing Seat allows children of all abilities to enjoy the childhood joy of swinging in a safe and secure seat.

DESIGN SUMMARY

Grondahl Recreation is very pleased to present this Proposal for consideration for the VETERANS PARK located in Billings. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of BILLINGS PARKS AND RECREATION. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: VETERANS PARK
- Project Number: 138-222040-1
- User Capacity: 205
- Age Groups: 5 to 12, 2 to 5, 2 to 12
- Dimensions: 112' 5" x 57' 1"
- Designer: Payton Jens

Grondahl Recreation has developed a custom playground configuration based on the requirements as they have been presented for the VETERANS PARK playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 138-222040-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the VETERANS PARK project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
36	20 / 10	19 / 5	0 / 5	16 / 7	9 / 4

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES
Area:6413.4 sq.ft.
Perimeter:338.9 ft.
STRUCTURE SIZE: 57' 1"x112' 5"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES LINE: Burke Basics | Nucleus | Intensity

GROUP:
5-12 Structure | 2-5 Structure | Freestanding

DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

VETERANS PARK
Billings, MT 59101-1306

Burke
PLAY THAT MOVES YOU.

SITE PLAN VIEW

08/20/2026

Grondahl Recreation
138-222040-1

Designer: Payton Jens

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GROUP:
5-12 Structure | 2-5 Structure | Freestanding

DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

VETERANS PARK
Billings, MT 59101-1306

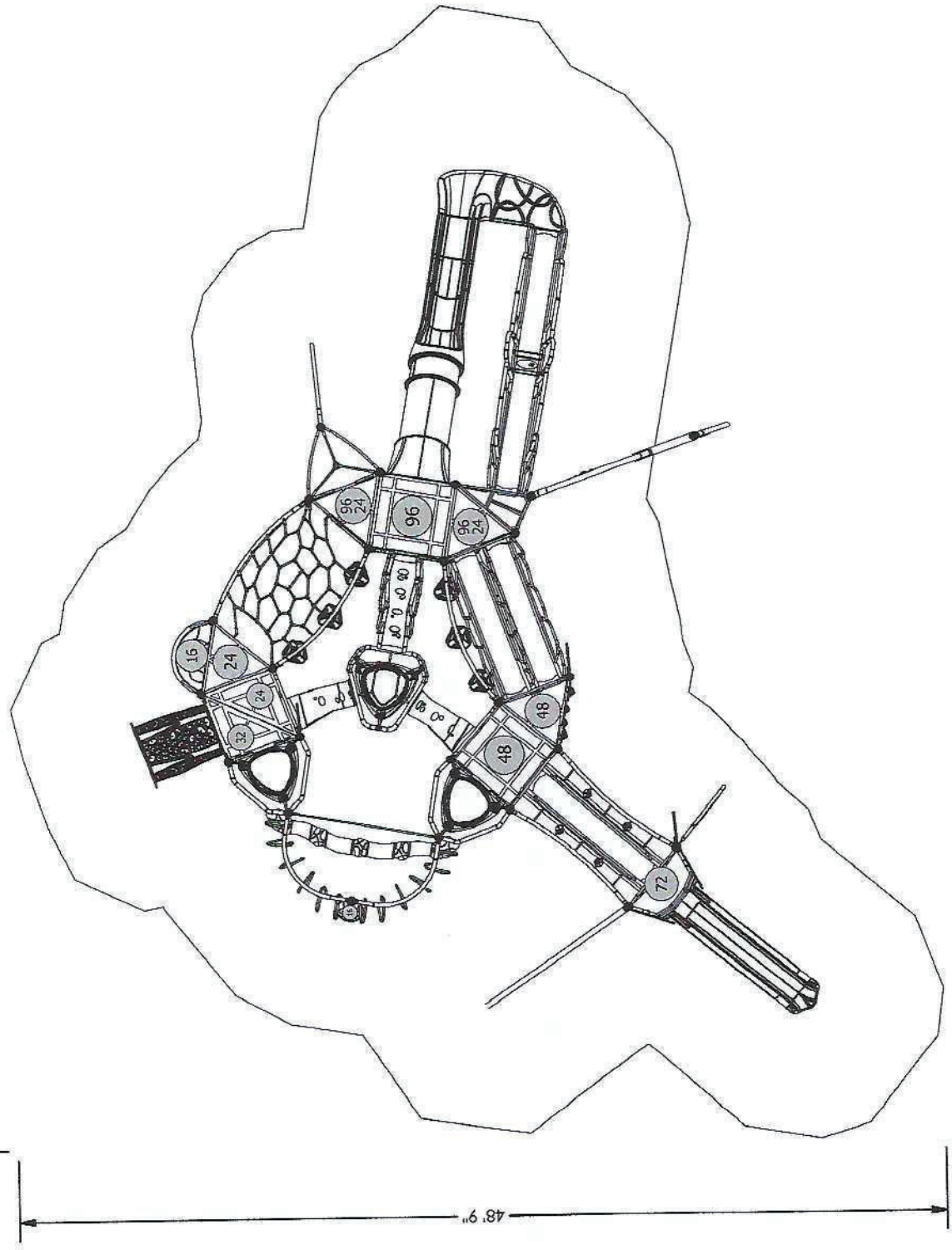
Burke
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SITE PLAN VIEW

08/20/2026

Grondahl Recreation
138-222040-1

Designer: Payton Jens



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SITE PLAN VIEW

GROUP:
5-12 Structure

DESIGNED FOR AGES:
5 to 12

VETERANS PARK
Billings, MT 59101-1306

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08/20/2026

Grondahl Recreation
138-222040-1

Designer: Payton Jens

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SERIES LINE: Nucleus | Burke Basics

SITE PLAN VIEW

GROUP:
2-5 Structure

DESIGNED FOR AGES:
2 to 5

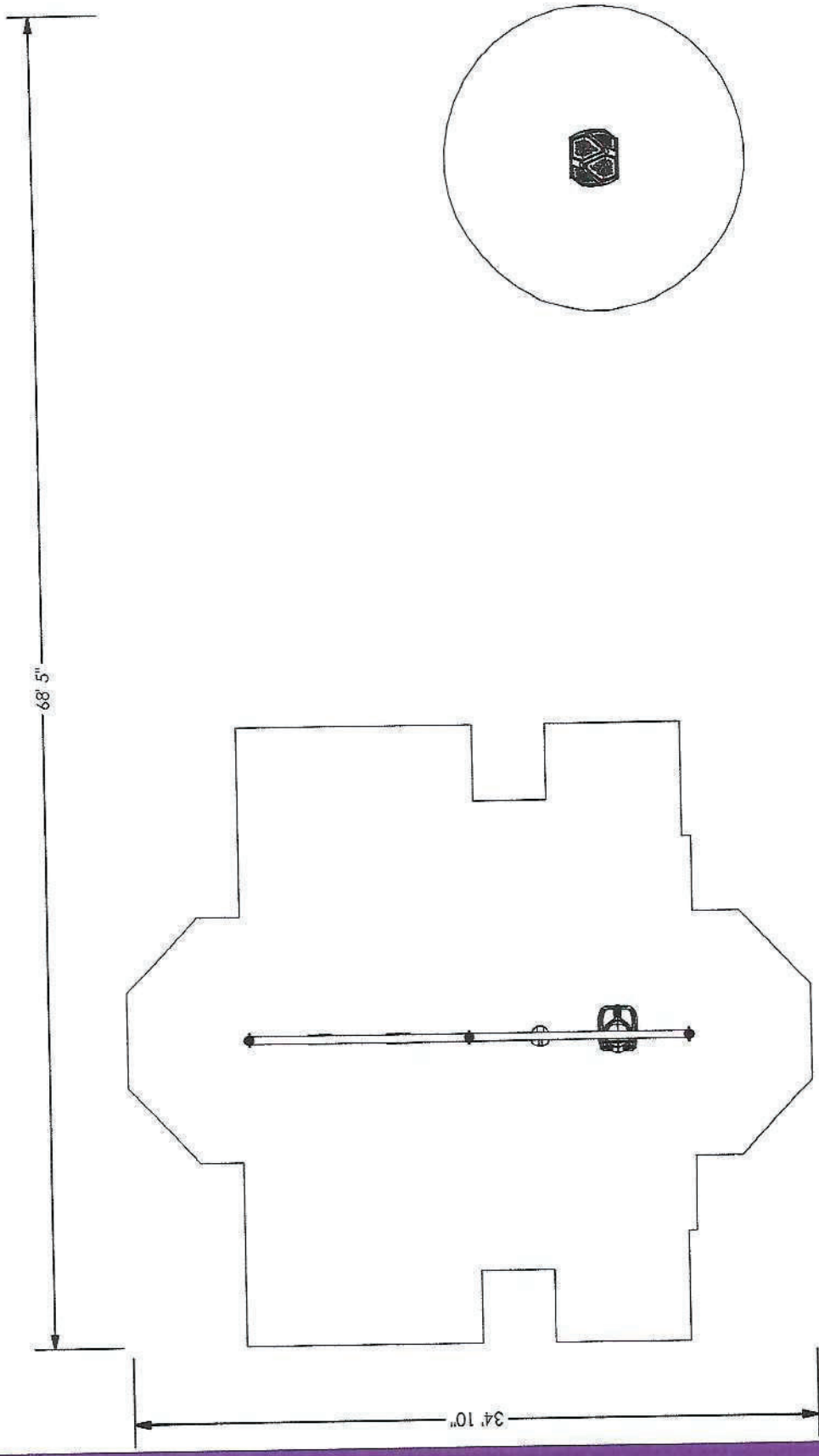
VETERANS PARK
Billings, MT 59101-1306

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08/20/2026

Grondahl Recreation
138-222040-1

Designer: Payton Jens



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SERIES LINE: Burke Basics

SITE PLAN VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

VETERANS PARK
Billings, MT 59101-1306

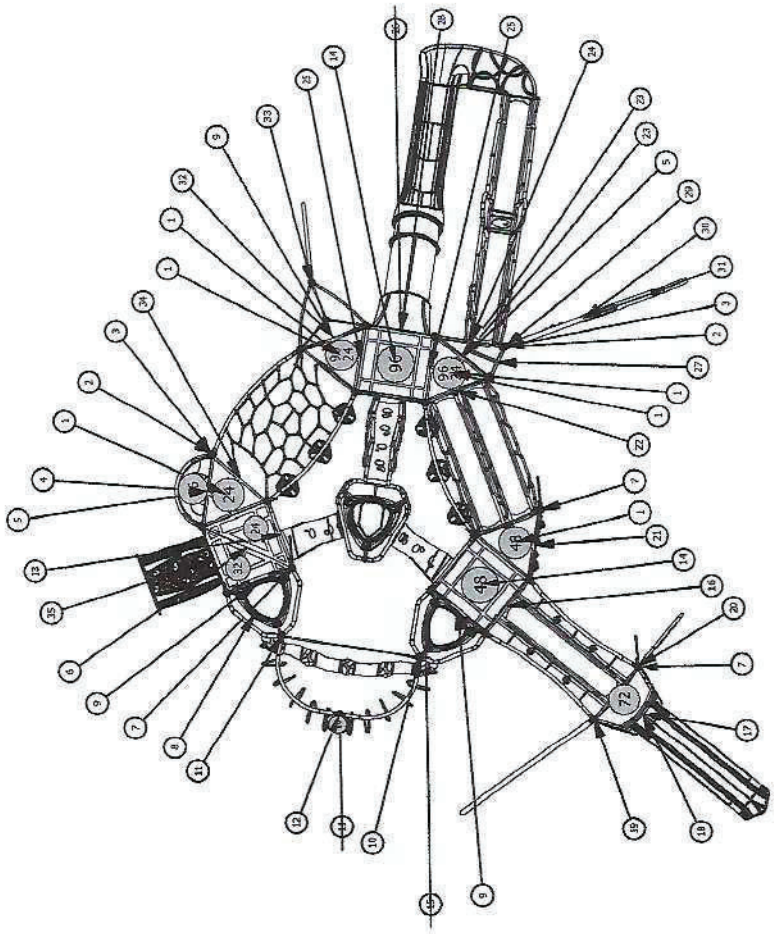
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08/20/2026

Grondahl Recreation
138-222040-1

Designer: Payton Jens

ITEM	COMP.	DESCRIPTION
1	270-0129	TRIANGLE PLATFORM
2	670-1000	METAL STRUCTURE ID LABEL
3	670-0512	METAL 5-12 WARNING LABEL
4	470-0075	CRESCENT PLATFORM
5	270-0009	8" CLOSURE PLATE, ELLIPSE
6	270-0301	SPLIT SQUARE PLATFORMCLOSURE PLATE
7	570-0735	FLAG FULL COLOR CUSTOM POST TOPPER
8	570-1886	TRIGON TOWER CLIMBER, 32"
9	270-0120	EVOLUTION UNITARY ENCLOSURE
10	370-0181	PATHWAY LINK, POST TO POST
11	370-1677	90 DEGREE OVERHEAD, NUCLEUS
12	370-1608	OVISTEP LAUNCH PAD
13	370-1757	STRIVE TRI CLIMBER
14	270-0130	SQUARE PLATFORM
15	570-1883	TRIGON TOWER CLIMBER, 48"
16	370-1756	STRIVE INCLUSIVE CLIMBER
17	470-0132	INTENSITY SLIDE PLATFORM
18	470-0754	VELO SLIDE 64"-72", W/O HOOD
19	370-1583	APEX ROPE CLIMBER
20	570-0860	3-IN-A-ROW RING PANEL
21	370-0290	CLIFF CREST CLIMBER, 48"
22	370-1758	STRIVE INCLUSIVE SWITCHBACK CLIMBER
23	270-0303	30 DEG NUCLEUS PLATFORM
24	570-0578	NAME THE STATES PANEL
25	270-0122	EVOLUTION OFFSET ENCLOSURE
26	370-1622	TAKTIKS TRAIL TOWER
27	570-0072	EVOLUTION HALF BARRIER
28	470-0989	360 LOOP, 96"
29	560-1702	STEMPLAY TALL ACTIVITY FRAME LINK
30	560-2691	STEMPLAY ELECTRON
31	560-2692	STEMPLAY GEARS
32	370-1747	ROPE TRIANGLE CLIMBER, 24" TO 96"
33	370-0287	TOPO CLIMBER
34	370-1754	STRIVE ANGLED NET CLIMBER
35	570-0076	4' VISIO PASSAGE TUNNEL 32" TO GROUND



SERIES LINE: Nucleus | Intensity | Burke Basics

COMPONENT VIEW

GROUP:
5-12 Structure

DESIGNED FOR AGES:
5 to 12

VETERANS PARK
Billings, MT 59101-1306

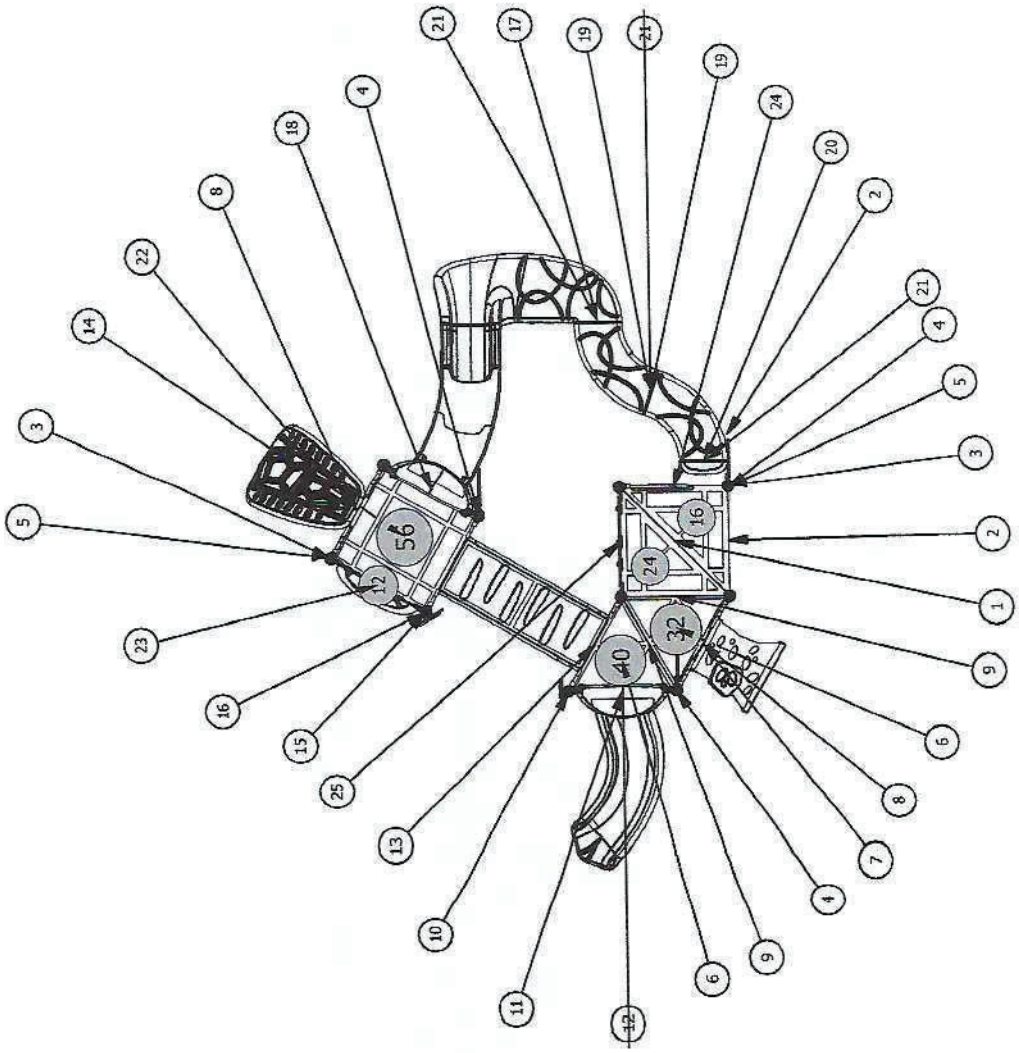
Burke
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08/20/2026

Grondahl Recreation
138-222040-1

Designer: Payton Jens

ITEM	COMP.	DESCRIPTION
1	270-0301	SPLIT SQUARE PLATFORMCLOSURE PLATE
2	370-0016	GRAB BAR ASSEMBLY
3	670-1000	METAL STRUCTURE ID LABEL
4	570-0736	FLAG FULL COLOR CUSTOM POST TOPPER
5	670-0025	METAL 2-5 WARNING LABEL
6	270-0129	TRIANGLE PLATFORM
7	370-1742	PATHWAY CLIMBER, 24"-32"
8	270-0120	EVOLUTION UNITARY ENCLOSURE
9	270-0009	8" CLOSURE PLATE, ELLIPSE
10	570-2746	SPIN SINGLE POST ACTIVITY
11	470-0802	MONACO SLIDE, 32"-40"
12	470-0967	SLIDE HOOD, LOW SIDE WALL
13	370-0210	TERREX CLIMBER
14	270-0130	SQUARE PLATFORM
15	470-0128	FLYLOW POD
16	570-2748	TOUCH SINGLE POST ACTIVITY
17	470-1117	360 LOOP CONNECTION SLIDE, VIPER L 56
18	470-0805	SLIDE HOOD, HIGH SIDE WALL
19	470-1027	360 LOOP CONNECTION, POD
20	470-1029	360 LOOP CONNECTION, END CAP
21	470-1028	360 LOOP CONNECTION, SUPPORT
22	370-1646	MANITOU CLIMBER 56"
23	570-1816	JET PANEL
24	270-0122	EVOLUTION OFFSET ENCLOSURE
25	570-1683	PARATROOP PANEL, ABOVE PLATFORM



SERIES LINE: Nucleus | Burke Basics

COMPONENT VIEW

GROUP:
2-5 Structure

DESIGNED FOR AGES:
2 to 5

VETERANS PARK
Billings, MT 59101-1306

Burke
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08/20/2026

Grondahl Recreation
138-222040-1

Designer: Payton Jens

ITEM	COMP.	DESCRIPTION
1	550-0201	SINGLE POST SWING ASSEMBLY 5" OD
2	550-0008 -END	SWING BEAM HALF CLAMP
3	550-0202	SINGLE POST SWING ADD-ON 5" OD
4	550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN
5	550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN
6	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN
7	560-0073	NIDO SPINNER

SERIES LINE: Burke Basics

COMPONENT VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

VETERANS PARK
Billings, MT 59101-1306

Burke
PLAY THAT MOVES YOU.

08/20/2026

Grondahl Recreation
138-222040-1

Designer: Payton Jens

SERIES LINE: Burke Basics | Nucleus | Intensity

ELEVATION VIEW

GROUP:
5-12 Structure | 2-5 Structure | Freestanding

DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

VETERANS PARK
Billings, MT 59101-1306

Burke
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08/20/2026

Grondahl Recreation
138-222040-1

Designer: Payton Jens

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ELEVATION VIEW

GROUP:
5-12 Structure

DESIGNED FOR AGES:
5 to 12

VETERANS PARK
Billings, MT 59101-1306

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08/20/2026

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ELEVATION VIEW

GROUP:
2-5 Structure

DESIGNED FOR AGES:
2 to 5

VETERANS PARK
Billings, MT 59101-1306

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08/20/2026

Grondahl Recreation
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Designer: Payton Jens

SERIES LINE: Burke Basics

ELEVATION VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

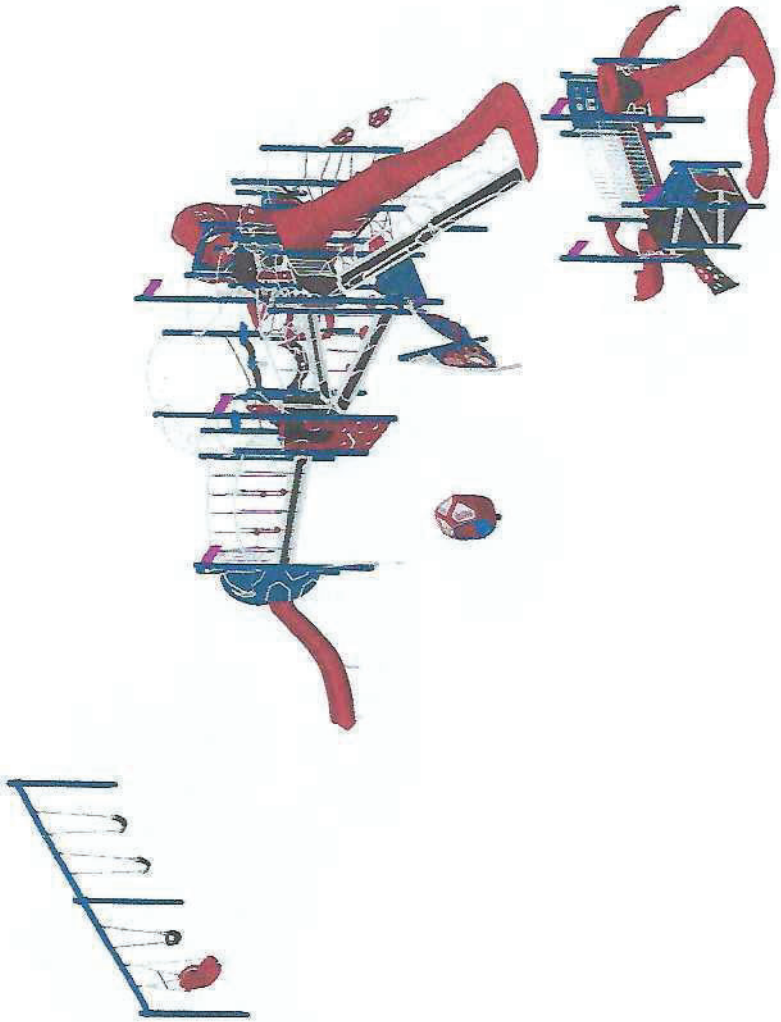
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PLAY THAT MOVES YOU.

08/20/2026

Grondahl Recreation
138-222040-1

Designer: Payton Jens



SERIES LINE: Burke Basics | Nucleus | Intensity

ISOMETRIC VIEW

GROUP:
5-12 Structure | 2-5 Structure | Freestanding

DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

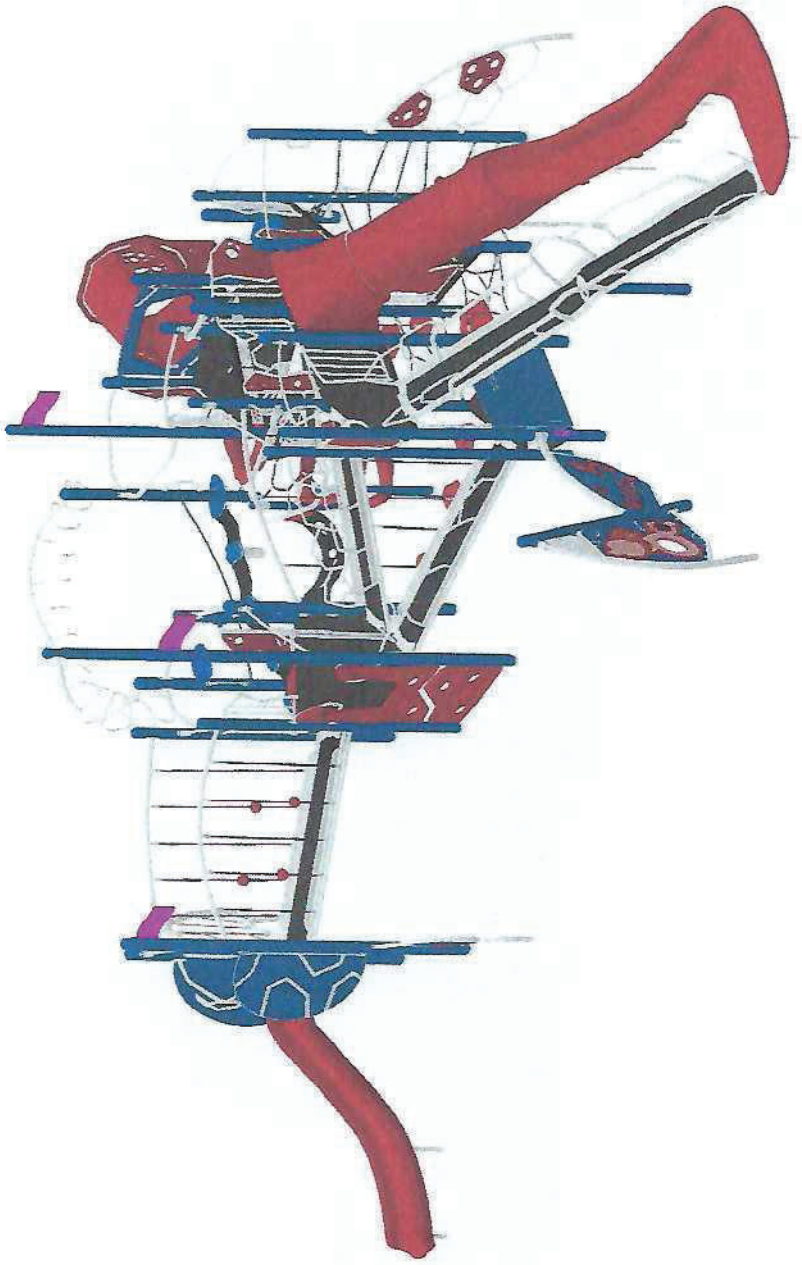
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SERIES LINE: Nucleus | Intensity | Burke Basics

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5-12 Structure

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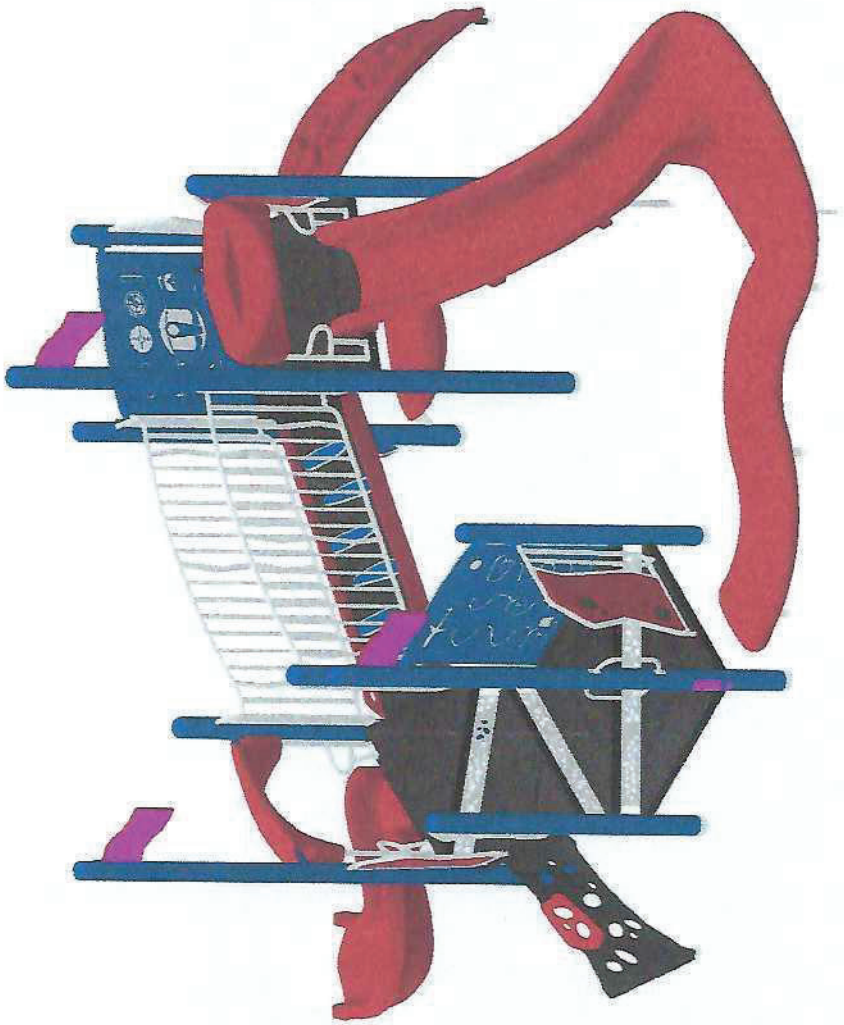
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VETERANS PARK
Billings, MT 59101-1306

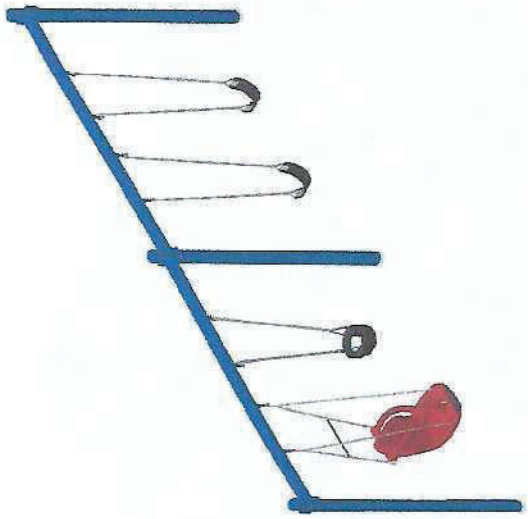
Burke
PLAY THAT MOVES YOU.

08/20/2026

Grondahl Recreation
138-222040-1

Designer: Payton Jens





SERIES LINE: Burke Basics

ISOMETRIC VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

VETERANS PARK
Billings, MT 59101-1306

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PROPOSAL 138-222040-1 | 8/20/2026 | 2026 PRICING

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487 and CPSC. To verify product certification, visit www.ipema.org.

The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

5-12 Structure

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
560-1702	STEMPLAY TALL ACTIVITY FRAME LINK	1	0	0	209	209
560-2691	STEMPLAY ELECTRON	1	5	5	91	91
560-2692	STEMPLAY GEARS	1	2	2	74	74

Intensity

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
370-1583	APEX ROPE CLIMBER	1	8	8	150	150
370-1608	OVISTEP LAUNCH PAD	1	1	1	10	10
370-1677	90 DEGREE OVERHEAD, NUCLEUS	2	6	12	44	88
570-0860	3-IN-A-ROW RING PANEL	1	4	4	54	54

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-100C	5" OD X 100" CAPPED POST	1	0	0	53	53
072-0500-108C	5" OD X 108" CAPPED POST	2	0	0	57	114
072-0500-124C	5" OD X 124" CAPPED POST	1	0	0	65	65
072-0500-132C	5" OD X 132" CAPPED POST	3	0	0	69	207
072-0500-140C	5" OD X 140" CAPPED POST	1	0	0	74	74
072-0500-148C	5" OD X 148" CAPPED POST	1	0	0	78	78
072-0500-164C	5" OD X 164" CAPPED POST	2	0	0	86	172
072-0500-172C	5" OD X 172" CAPPED POST	4	0	0	90	360
072-0500-176C	5" OD X 176" CAPPED POST	1	0	0	92	92
072-0500-188C	5" OD X 188" CAPPED POST	3	0	0	99	297
072-0500-196C	5" OD X 196" CAPPED POST	2	0	0	103	206
072-0500-208C	5" OD X 208" CAPPED POST	1	0	0	109	109
072-0500-220C	5" OD X 220" CAPPED POST	1	0	0	115	115
270-0009	8" CLOSURE PLATE, ELLIPSE	2	0	0	8	16
270-0120	EVOLUTION UNITARY ENCLOSURE	3	0	0	34	102
270-0122	EVOLUTION OFFSET ENCLOSURE	2	0	0	34	68
270-0129	TRIANGLE PLATFORM	6	2	12	48	288
270-0130	SQUARE PLATFORM	2	6	12	106	212
270-0301	SPLIT SQUARE PLATFORMCLOSURE	1	4	4	108	108

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
	PLATE					
270-0303	30 DEG NUCLEUS PLATFORM	2	2	4	29	58
370-0181	PATHWAY LINK, POST TO POST	1	10	10	161	161
370-0287	TOPO CLIMBER	1	3	3	76	76
370-0290	CLIFF CREST CLIMBER, 48"	1	2	2	99	99
370-1622	TAKTIKS TRAIL TOWER	1	5	5	52	52
370-1747	ROPE TRIANGLE CLIMBER, 24" TO 96"	1	4	4	61	61
370-1754	STRIVE ANGLED NET CLIMBER	1	8	8	203	203
370-1756	STRIVE INCLUSIVE CLIMBER	1	6	6	362	362
370-1757	STRIVE TRI CLIMBER	1	16	16	416	416
370-1758	STRIVE INCLUSIVE SWITCHBACK CLIMBER	1	8	8	515	515
470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0132	INTENSITY SLIDE PLATFORM	1	2	2	183	183
470-0754	VELO SLIDE 64"-72", W/O HOOD	1	2	2	111	111
470-0989	360 LOOP, 96"	1	10	10	928	928
570-0072	EVOLUTION HALF BARRIER	1	0	0	27	27
570-0076	4' VISIO PASSAGE TUNNEL 32" TO GROUND	1	1	1	256	256
570-0578	NAME THE STATES PANEL	1	4	4	46	46
570-0736	FLAG FULL COLOR CUSTOM POST TOPPER	3	0	0	7	21
570-1883	TRIGON TOWER CLIMBER, 48"	1	2	2	93	93
570-1886	TRIGON TOWER CLIMBER, 32"	1	1	1	63	63
670-0512	METAL 5-12 WARNING LABEL	2	0	0	1	2
670-1000	METAL STRUCTURE ID LABEL	2	0	0	1	2

Total User Capacity: 149
Total Weight: 7,199 lbs
Total Price: $135,882

2-5 Structure

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
470-1027	360 LOOP CONNECTION, POD	2	3	6	40	80
470-1028	360 LOOP CONNECTION, SUPPORT	3	0	0	17	51
470-1029	360 LOOP CONNECTION, END CAP	1	0	0	5	5

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-100C	5" OD X 100" CAPPED POST	1	0	0	53	53
072-0500-108C	5" OD X 108" CAPPED POST	1	0	0	57	57
072-0500-124C	5" OD X 124" CAPPED POST	2	0	0	65	130
072-0500-132C	5" OD X 132" CAPPED POST	2	0	0	69	138

OUR MISSION IS TO BRING
PLAY THAT MOVES YOU®
TO COMMUNITIES AROUND
THE WORLD

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-140C	5" OD X 140" CAPPED POST	1	0	0	74	74
072-0500-160C	5" OD X 160" CAPPED POST	1	0	0	84	84
072-0500-176C	5" OD X 176" CAPPED POST	1	0	0	92	92
072-0500-192C	5" OD X 192" CAPPED POST	1	0	0	101	101
270-0009	8" CLOSURE PLATE, ELLIPSE	2	0	0	8	16
270-0120	EVOLUTION UNITARY ENCLOSURE	2	0	0	34	68
270-0122	EVOLUTION OFFSET ENCLOSURE	1	0	0	34	34
270-0129	TRIANGLE PLATFORM	2	2	4	48	96
270-0130	SQUARE PLATFORM	1	6	6	106	106
270-0301	SPLIT SQUARE PLATFORMCLOSURE PLATE	1	4	4	108	108
370-0016	GRAB BAR ASSEMBLY	2	0	0	6	12
370-0210	TERREX CLIMBER	1	12	12	326	326
370-1646	MANITOU CLIMBER 56"	1	4	4	87	87
370-1742	PATHWAY CLIMBER, 24"-32"	1	1	1	84	84
470-0128	FLYLOW POD	1	2	2	27	27
470-0802	MONACO SLIDE, 32"-40"	1	2	2	71	71
470-0805	SLIDE HOOD, HIGH SIDE WALL	1	0	0	32	32
470-0967	SLIDE HOOD, LOW SIDE WALL	1	0	0	37	37
470-1117	360 LOOP CONNECTION SLIDE, VIPER L 56	1	2	2	162	162
570-0736	FLAG FULL COLOR CUSTOM POST TOPPER	3	0	0	7	21
570-1683	PARATROOP PANEL, ABOVE PLATFORM	1	3	3	54	54
570-1816	JET PANEL	1	2	2	48	48
570-2746	SPIN SINGLE POST ACTIVITY	1	1	1	4	4
570-2748	TOUCH SINGLE POST ACTIVITY	1	1	1	6	6
670-0025	METAL 2-5 WARNING LABEL	2	0	0	1	2
670-1000	METAL STRUCTURE ID LABEL	2	0	0	1	2

Total User Capacity: 50
Total Weight: 2,268 lbs
Total Price: $34,758

Freestanding

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN	1	1	1	12	12
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	2	1	2	10	20
550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN	1	1	1	38	38
550-0201	SINGLE POST SWING ASSEMBLY 5" OD	1	0	0	247	247
550-0202	SINGLE POST SWING ADD-ON 5" OD	1	0	0	160	160
560-0073	NIDO SPINNER	1	2	2	185	185

Total User Capacity: 6
Total Weight: 662 lbs
Total Price: $9,382

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

PROPOSAL 138-222040-1 | 8/20/2026 | 2026 PRICING

COLOR SELECTION LIST | Default Color Option

GROUP 1 (5-12 Structure)

Accessory:	White
HDPE 1 Color:	Red
HDPE 2 Color:	Blue-White-Blue
Platform:	Gray
Post:	Blue
Rotomold Plastic:	Red

GROUP 2 (2-5 Structure)

Accessory:	White
HDPE 1 Color:	Red
HDPE 2 Color:	Blue-White-Blue
Platform:	Gray
Post:	Blue
Rotomold Plastic:	Red

GROUP 3 (Freestanding)

Accessory:	White
HDPE 2 Color:	Blue-White-Blue
Platform:	Gray
Post:	Blue
Rotomold Plastic:	Red

COLORS THAT MOVE YOU

POWDER COAT PAINT



PLATFORMS



SOLIS HUE TOPPERS



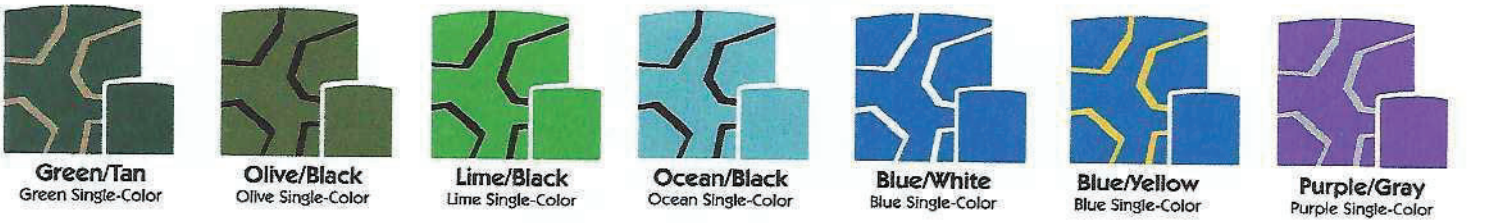
TRADITIONAL SERIES SITE AMENITIES



ROCKIT CLIMBERS

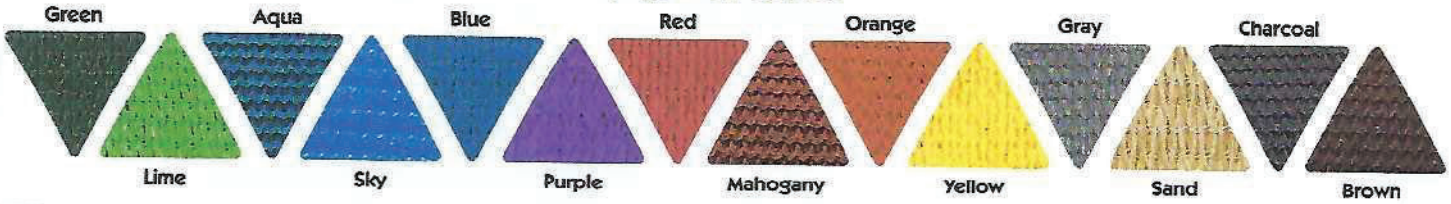


HDPE PLASTIC PANELS

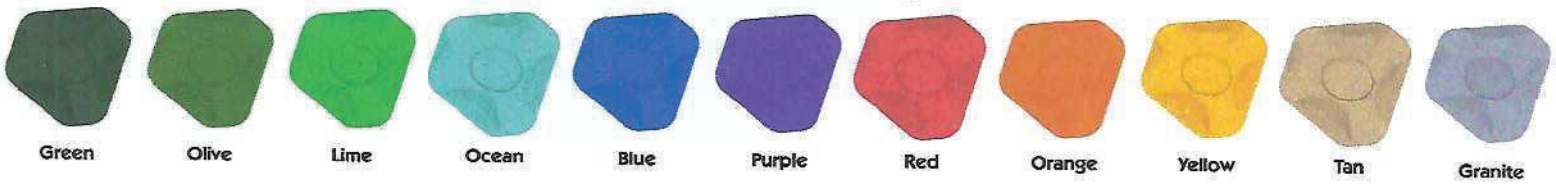




SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070.

01/2025

GRONREC-01 ALYSSA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/15/2026

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

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

PRODUCER	CONTACT NAME: Alyssa Russell
Manger Insurance, Inc. PO Box 1386 Williston, ND 58802	PHONE (A/C, No, Ext): — FAX (A/C, No):
	E-MAIL ADDRESS: alyssa@mangerins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Casualty Company	21415
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Grondahl Recreation, Inc.
1202 18th St W.
Williston, ND 58801-3803

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Prmary/Non-Contribut [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	5D79853	12/4/2025	12/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ND Stop Gap/EL	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	X	X	5E79853	12/4/2025	12/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	X	X	5J79853	12/4/2025	12/4/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

Billings Parks, Recreation and Public Lands
390 N 23rd St
Billings, MT 59101

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

2013 OSBORN

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of:

a. your ongoing operations for the additional insured; or

b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

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

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

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY – REQUIRED IN WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. **Section II – Covered Autos Liability Coverage, item A.1. Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of ongoing operations; or
2. In connection with your premises owned or rented to you.

However, the insurance afforded to such additional insured described above:

1. Only applies to the extent permitted by law;

2. Only applies if the contract or agreement is in effect during the policy period;

3. Only applies if the "bodily injury" or "property damage" occurs after you and such party have executed the contract or agreement; and

4. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to paragraph **C. Limit of Insurance** of **Section II:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

C. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

D. All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an “insured”:

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional “insured” under your “auto” Policy to provide “bodily injury” or “property damage” coverage, but only with respects to liability arising out of the use of a covered “auto” you own, hire or borrow and resulting from the acts or omissions by you, any of your “employees” or agents. The insurance afforded to such additional “insured” will not be broader than that which you are required to provide for such additional “insured” and applies only to a written contract executed prior to the “bodily injury” or “property damage” and is still in force at the time of the “accident”.

2. With respect to the insurance afforded to the additional “insured” described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage:**

The most we will pay on behalf of the additional “insured” is the amount of insurance:

(1) Required by the written contract or agreement described above, or

(2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations;

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered “auto” you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

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(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, **Supplementary Payments (2)** and **(4)** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" that is a private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is $5,000, in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

(1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of $100,000, Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any “auto” that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered “auto” under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of $10,000 on the lease or loan for a covered “auto”, including up to a maximum of $500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy’s **Physical Damage Coverage**; and
2. Any:
   - **a.** Overdue or any deferred lease/loan payments at the time of the "loss";
   - **b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   - **c.** Security deposits not returned by the lessor;
   - **d.** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   - **e.** Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to Personal Property Of Others in or on your covered “auto” in the event of a covered “auto” loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days

   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
   - **a.** Necessary and actual expenses incurred; or
   - **b.** $75 per day, subject to a $2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to $2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total “loss” to a covered “auto” you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered “auto”, minus any applicable deductible shown in the Declarations, at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph **2.** is replaced by the following:

2. Regardless of the number of covered “autos” damaged or stolen the maximum deductible applicable for all “loss” in any one event caused by:

a. Theft or Mischief or Vandalism; or
b. All Perils
c. Collision

Will be equal to two times the highest deductible applicable to any one covered “auto” on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered “autos” were damaged or stolen in the “loss”.

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered “autos”, no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered “auto(s)”.

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any “loss” caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an “accident”, claim, “suit” or “loss” is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an “accident”, claim, “suit” or “loss”.

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage **Form's Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following is added to **Section III – Limits of Insurance:**

We will not pay more on behalf of the additional insured than the lesser of:

1. The Limits of Insurance required in a written contract on a non-contributory basis for such additional insured, but only to the extent the required Limits of Insurance are in excess of the "underlying insurance"; or

2. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limit of Insurance stated in the Declarations.

Coverage will not be broader than the coverage provided by the "underlying insurance" listed in the "Schedule of Underlying Coverages".

B. Paragraph **5.** of **Section IV – Conditions** is replaced by the following:

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:

(1) This condition will not apply to other insurance specifically written as excess over this Coverage Part.

(2) The insurance provided under this Coverage Part is primary to and will not seek contribution from any other insurance available to an additional insured, provided that:

(a) The additional insured is a Named Insured under such other insurance;

(b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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WSI

North Dakota Workforce
Safety & Insurance

Bryan Klipfel
Director

Grondahl Recreation Inc
1202 18th St W
Williston ND 58801-3803

April 9, 2019

Account Information Employer account number: 1503929

Reason For Notice Workforce Safety & Insurance (WSI) has received your application for workers' compensation insurance. Per your conversation with WSI, you indicated that Grondahl Recreation Inc has not hired employees and the business owners/officers do not want coverage. Therefore, WSI will not process the application.

Action You May Take If you need workers' compensation insurance coverage in the future, submit the Application for Insurance (P1) form prior to hiring employees. You may complete the application at www.workforcesafety.com.

For More Information Contact me at 800-440-3796, ext 3751 or 701-328-3751 with questions.

Sincerely,

Andrea N.
Underwriter

PL351

June 15, 2026

Re: Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

To Whom it May Concern:

The BCI Burke Company's response to Sourcewell's Request for Proposal (RFP) 101625 outlines on the contract Questions 26-29 that BCI Burke Company permits Grondahl Recreation to provide services on behalf of BCI Burke Company through the contract they hold with Sourcewell. Grondahl Recreation is a supplier for BCI Burke Company, they are authorized and incorporated into the contract as indicated in the language of the proposal as an authorized dealer.

Contract documentation linked below:

BCI Burke: Contract 101625-BUR | Sourcewell

Sincerely,

Heidi Murray | Senior Supplier Development Specialist

Office: 218-895-4119

Website: sourcewell-mn.gov

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 **GRONDAHL RECREATION INC,** of 1202 18th St. West, Williston ND 58801, 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 supply and install new playground equipment for Veterans Park, more accurately 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 upon the date of its execution and will terminate on December 31, 2027. The parties may extend this **AGREEMENT**, by mutual concurrence, for 30 days, in writing prior to its termination or conclusion of each term.

3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, 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 Three hundred sixty five thousand four hundred forty two dollars and 34/100.** ($365,442.34) 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 upon any extra charges in writing.

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** 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, net of applicable withholding tax, if any, 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** and may not to be considered an employee of the **CITY** for any purpose. **CONTRACTOR** is 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, defend and save the **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of **CONTRACTOR** or its officers, agents or employees.

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

C. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent act of both the **CITY** and **CONTRACTOR**, **CONTRACTOR** shall indemnify, defend, save, and

hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees, expert fees and costs, which result from **CONTRACTOR'S** wrongful, reckless or negligent acts occurring as a result from **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

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

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

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

INSURANCE:

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:

- Workers' compensation and employer's liability coverage as required by Montana law.
- Commercial general liability, including contractual liability assumed under an insured agreement and personal injury

coverages in the minimum amount of $750,000 per claim and $1,500,000 per occurrence.

- Automobile liability in the minimum amount of $1,500,000 per accident.

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

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)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(2)** proof of exemption from workers' compensation granted by law for independent contractors.

9. **REGISTRATION: CONTRACTOR** shall furnish **CITY** with at least one of the following:

   (1) Proof of registration as a registered contractor under Title 39, Chapter 9, MCA; or,

   (2) Proof of independent contractor certification pursuant to Title 39, Chapter 71, MCA.

10. **WARRANTY: CONTRACTOR** warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

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

12. **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. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

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 multiyear 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 the 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.

13. **CONTRACTORS' GROSS RECEIPTS TAX: CONTRACTOR** understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars ($80,000) or more.

14. **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**. **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment,

upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

15. **DEFAULT AND TERMINATION:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONTRACTOR**. In the event the **CITY** terminates this **AGREEMENT**, the

CONTRACTOR shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

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 if funds are not appropriated or otherwise made available to support the **CITY'S** continuation of performance of this **AGREEMENT** in a subsequent fiscal period. If funds are not appropriated or otherwise made available through the **CITY'S** budgeting process to support continued performance of this **AGREEMENT** (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the **CITY** shall terminate this **AGREEMENT** as required by law. The **CITY** shall provide **CONTRACTOR** the date the **CITY's** termination shall take effect.

The **CITY** shall not be liable to **CONSULTANT** for any payment that would have been payable had the **AGREEMENT** not been terminated under this provision. As stated above, the **CITY** shall be liable to **CONTRACTOR** only for the payment, or prorated portion of that payment, owed to **CONTRACTOR** up to the date the **CITY'S** termination takes effect. This is **CONTRACTOR**'s sole remedy. The **CITY** shall not be liable to **CONTRACTOR** for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

16. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Brad Wright and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Larry Grondahl.

17. **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.

18. **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 stricken provision.

19. **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.

20. **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.

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

CITY OF BILLINGS, MONTANA	**GRONDAHL RECREATION INC.**
_____	_____
MIKE NELSON, MAYOR	**SIGNATURE**
	_____
APPROVED AS TO FORM:	**PRINT NAME**

By_____ **PRINT TITLE**

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

EXHIBIT A

PLAYGROUND EQUIPMENT
PLAYGROUND SURFACING
ATHLETIC EQUIPMENT
FLAGS/FLAG POLES
BLEACHERS

SCOREBOARDS
SITE FURNISHINGS
SHELTERS
SHADE SYSTEMS
NETTING

Grondahl Recreation Inc.
1202 18th St. West, Williston, ND 58801
Office 701-572-7897 **Cell** 701-770-7897 **Fax** 701-572-0824
Email grondahl@dia.net **Website** www.grondahlrecreation.com

PROPOSAL

Proposal Submitted To	Email	Date
BILLINGS PARKS AND RECREATION	BRAD WRIGHT	8/26/26
Street	**Phone**	**Cell**
4850 MIDLAND ROAD		
City, State, Zip	**Job Name/Location**	
BILLINGS, MT 59101	VETERANS PARK PLAYGROUND PROPOSAL	
Project Name		
NEW PLAYGROUND PROPOSAL		

GRONDAHL RECREATION WILL PROVIDE, DELIVER AND INSTALL THE FOLLOWING:

(1) PLAYGROUND PROPOSAL #138-222040-1	$180,022.00
LESS SOURCEWELL DISCOUNT #101625-BUR	- 27003.30
	$153,018.70
BURKE FREIGHT	10,670.00
	$163,688.70
(6180) 070-2281 BURKETURF LUXURY PRO 80OZ	33,433.80
(245) 070-2129 BURKETURF PLAY PADS	24,561.25
(310) 070-2120 ACRYLIC SAND-50# BAGS	10,741.50
(4) 070-0412 POWER CLAW ADHESIVE	2,195.96
(2) 070-0414 MAPEI SEAM TAPE-1' W X 330' L ROLLS	270.00
(3) 070-2519 GEO TECH FABRIC-6' X 300' ROLL	679.89
	$235,571.10
LESS SOURCEWELL TURF DISCOUNT #101625-BUR	- 3,594.12
	$231,976.98
BURKETURF FREIGHT	11,425.00
	$243,401.98
INSTALLATION OF ALL BURKE PG EQUIPMENT	57,862.71
INSTALL OF (6180) SQ FT BURKETURF SURFACING	64,177.65
	$365,442.34

*****MEMBER ID: #18488
*****PAYMENT TERMS: NET 30 FOR ALL PLAYGROUND EQUIPMENT
*****PAYMENT TERMS: NET 30 FOR COMPLETION OF REMAINDER OF PROJECT

- Shipping charges do not include unloading ,assembly, or installation unless noted above
- This transaction is not bound to retainage, unless specified by contract
- Taxes, bonds, special insurance provisions, permits and any other fees not included

Prices do not include shipping, unloading, assembly, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing (unless shown in quoted items above), installation (unless shown in quoted items above) or sales tax (if applicable). Prices are based on current year catalog. Custom colors, where available, would be an extra charge. Freight charges are predicted on all items being ordered and shipped at the same time. Pricing and freight valid for 30 days from date of quote.

Consent 1. I.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Non-Commercial Aviation Ground Lease with SCL Health – Montana DBA Intermountain Health St. Vincent Regional Hospital
PRESENTED BY: Jeff Roach
Department: Airport
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council approve the new ten-year Non-Commercial Aviation Ground Lease with SCL Health – Montana DBA Intermountain Health St. Vincent Regional Hospital.

EXECUTIVE SUMMARY

The Non-Commercial Aviation Ground Lease with St. Vincent Healthcare expired on August 31, 2026. SCL Health – Montana DBA Intermountain Health St. Vincent Regional Hospital (Intermountain Health) wishes to continue leasing space at the Airport and enter into a new lease. Staff has worked with Intermountain Health on a new ten-year lease for the term that begins September 1, 2026 and ends on August 31, 2036.

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

St. Vincent Healthcare has had ground leases at the Airport spanning nearly two decades. The Non-Commercial Aviation Ground Lease with St. Vincent Healthcare expired on August 31, 2026. SCL Health – Montana DBA Intermountain Health St. Vincent Regional Hospital (St. Vincent) wishes to continue leasing space at the Airport and enter into a new lease. This is a new lease that renews the term of the ground lease in the Executive Hangar area located on the west end of the Airport at 2461 Overlook Drive, and reflects the entity ownership change. The parcel encompasses 18,750 square feet and includes a hangar constructed by St. Vincent. Intermountain Health utilizes the hangar it occupies for its fixed wing aircraft and the LifeFlight helicopters which serve the surrounding region. The new lease is for a ten (10) year term, commencing September 1, 2026 and ending on August 31, 2036.

FISCAL EFFECTS

This ten-year lease will generate $7,125.00 in annual revenue in the first year, with lease rentals in subsequent years adjusted on an annual basis using the average of the monthly percentage increases of the previous calendar year, as determined by Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics.

STAKEHOLDERS

ALTERNATIVES

The City Council may:

- approve the new ten-year ground lease with Intermountain Health to continue its tenancy at the Airport, or
- not approve the new ten-year ground lease at the Airport.

Attachments

SCH Health Ground Lease

NON-COMMERCIAL AVIATION GROUND LEASE

THIS LEASE, made and entered into on _____, by and between the following:

CITY OF BILLINGS, MONTANA, hereinafter designated "Lessor"

and

SCL HEALTH – MONTANA DBA INTERMOUNTAIN HEALTH ST. VINCENT REGIONAL HOSPITAL, hereinafter designated "Lessee"

W I T N E S S E T H

RECITALS

1) Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT (hereinafter called the Airport) situated in the City of Billings, Montana, and

2) Lessor deems it advantageous to itself and the operation of the Airport to lease to the Lessee a certain parcel of land hereinafter described together with certain privileges, rights, uses, and interests, and

3) Lessee wishes to engage in certain non-commercial aviation activities, and proposes to lease on a net basis from Lessor said parcel of land and to avail itself of the same privileges, rights, uses, and interests contemplated herein, and

4) Lessee has indicated a willingness and ability to properly keep, maintain, and improve said land in accordance with standards established by Lessor.

NOW THEREFORE, the parties hereto covenant and agree as follows:

ARTICLE I

PREMISES AND PRIVILEGES

A. Description of the Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of real property, together with improvements (hereinafter called the premises), for its exclusive use, specifically described as follows:

Main Parcel – 2461 Overlook Drive

Commencing at the Northeast Corner of Section 25, T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, S 05°32'19" W a distance of 3,443.77 feet to the True Point of Beginning; thence S 00°47'35" E a distance of 150.00 feet; thence S 89°12'25" W a distance of 125.00 feet; thence N 00°47'35" W a distance of 150.00 feet; thence N 89°12'25" E a distance of 125.00 feet to the True Point of Beginning.

Said parcel containing 18,750 square feet.

Premises is further depicted on attached Exhibit A, and by said reference made a part of this Lease.

B. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances, rules and regulations as now or may hereafter have application at the Airport.

1) The general unrestricted use of all public airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for non-commercial aviation activity as herein defined. For the purpose of this Lease, public airport facilities shall include all necessary landing area appurtenances including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and

automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities, Terminal facilities, or other public facilities appurtenant to said Airport.

2) The right of ingress to and egress from the premises over and across public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons and invitees, suppliers of service and furnishers of material.

C. Specific Privileges, Uses, and Rights. In addition to the general privileges, uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to Lessee and sublessees the right to engage in non-commercial aviation activity on the premises as defined in subparagraphs 1 through 5 below, subject to the conditions and covenants hereafter set out:

1) The maintenance, storing, and servicing of aircraft, which shall include minor repairs, inspection, and licensing of same, and the purchase of parts, equipment, and accessories therefore.

2) The right to use vehicles necessary for the servicing of aircraft.

3) The storage of non-commercial aircraft not owned by the Lessee.

4) The maintenance of an office on the premises necessary for the conduct of the activities defined herein.

5) The aforementioned rights shall apply to the persons, firms, or corporations having actual possession, occupancy, and use of the leasehold structures described herein, and the agents, employees, and invitees of such persons, firms, or corporations.

D. Concessions, Services, Activities, and Uses Excluded. The following concessions, services, activities, uses, and the establishment thereof shall be specifically excluded from this Lease:

1) Ground and air transportation for hire.

2) Vehicle or equipment rental services.

3) Food sales (except the sale of tobacco, confections, and refreshments through vending machines).

4) News and sundry sales.

5) Barber, valet, and personal services.

6) Fuel sales (aircraft or vehicle).

7) On-site fuel storage and fuel storage facilities, including fueling vehicle parking..

8) The buying and selling of aircraft, parts and accessories, and aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except for use in Lessee's own aircraft or operations.

9) Flight schools and flight instruction, except that Lessee or Lessee's Chief Pilot shall have the right to give private instructions to employees of the Lessee.

10) Aircraft repair and servicing, except on Lessee's or sublessee's own aircraft.

11) Storage of vehicles, campers, boats, trailers, motor homes, or other recreational vehicles, or parts and accessories for such.

12) The maintenance, repairing, or restoring of motorized vehicles.

13) Storage of any household items.

14) Use of the premises in a residential capacity of any nature, whether temporary or otherwise.

15) Improper storage of any chemicals, solutions, solvents, or any potentially hazardous, explosive, or flammable materials or substances. Improper storage includes storage in violation of any applicable Federal, State, or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

16) Off-premise parking.

17) Storage of any items outside of the hangar structure.

18) Any non-aviation or non-aeronautical activity.

E. Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement for access purposes over the above described leasehold together with other necessary rights-of-way over said leasehold for access purposes. Said reserved rights-of-way may be used by Lessor and all of Lessor's representatives, agents, employees, tenants, employees of said tenants, and persons or entities serving said tenants.

F. Access/Inspection by Lessor. Lessee shall allow the Lessor's authorized representatives access to the Premises at all reasonable hours, for the purpose of examining and inspecting the same to determine Lessee's compliance with its obligations under this Lease and for purposes necessary, incidental to or connected with the performance of the Lessor's obligations hereunder, or in the exercise of the Lessor's governmental functions. In the event of any emergency, the Lessor or its representatives shall have the right to take such action at the premises as they deem

necessary for the protection of persons or property.

ARTICLE II

TERM OF LEASE

A. Term. The term of this Lease shall be for a period of ten (10) years, commencing on the 1st day of September 2026, and terminating on the 31st day of August 2036.

B. First Right of Refusal. At the end of the term hereof, the Lessee shall have the first right to accept a new lease of the premises at the same rates and charges that the premises may be offered to any other person or entity. Provided, that the Lessor shall have the sole discretion as to the use of said premises and whether or not it will be relet at the end of said term. Provided further, that sixty (60) calendar days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to exercise the first right of refusal. Lessor, upon election to relet said premises, shall give Lessee notice in writing of its decision and the proposed terms. Lessee shall have thirty (30) calendar days in which to give Lessor notice in writing of acceptance.

C. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension.

ARTICLE III

RENTAL AND FEES

A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall pay to Lessor $0.38 per square foot per annum for all ground included in this Lease for an initial annual rental of $7,125.00. Said rental shall be payable monthly in advance, without billing, on the first day of each month in an amount equal to one-twelfth of the annual rental, or $593.75 per month.

Lessee also has the option of making an annual payment in advance. If Lessee chooses the annual payment option, Lessee shall notify Lessor to facilitate programming of billing/payment processing.

B. Interest Penalty. Without waiving any other right or action available to the Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or charges owed Lessor, the amount due shall accrue interest at the rate of one and one-quarter percent (1.25%) per month from the date such rentals, fees, or charges were due and payable, until paid in full. Said interest shall not apply with respect to items being contested in good faith by Lessee and which are resolved in Lessee's favor.

C. Annual Readjustment of Ground Rental. During the term of the Lease, the rental rate will be adjusted annually on the anniversary of the Lease using the average of the monthly percentage increases of the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. In no case shall the rates be less than the previous year. For the purposes of this Lease, the anniversary month shall be September of each year during the term of the Lease. The Lessor shall send Lessee a notice of the annual rental rate adjustment prior to each anniversary date of the Lease denoting the adjusted rental rate.

D. Rental Adjustments to Market Value. On the fifth anniversary of the Lease, the Lessor may conduct an analysis of the then-current lease rental rates for other on-Airport properties to determine the current market value of the property. Should the analysis identify that the then- current Lease rental rate is below market value for other on-Airport properties, the Lessor will notify Lessee of an impending Lease rental rate increase to market value.

ARTICLE IV

OBLIGATIONS OF LESSOR

A. Lessor Warranties. Lessor warrants all things have happened and have been done to make its granting of said Lease effective and that Lessee shall have peaceful possession and quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's covenants herein.

B. Operation as Public Airport. Lessor shall during the term hereof, operate and maintain the Airport and its public facilities, as defined hereinabove, as a public airport consistent with and pursuant to the sponsor's assurances given by Lessor to the United States Government under the Federal Airport Act.

C. Condition and Maintenance of Premises. Lessor shall assume no responsibility for the condition of the demised premises after delivery of premises to Lessee. Lessor shall maintain all existing roads on the Airport giving access to the leased premises and shall remove snow from the access roads as Lessor's resources permit.

ARTICLE V

OBLIGATIONS OF LESSEE

A. Condition of Premises. It shall be the sole responsibility of the Lessee to develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or expense to the Lessor. Lessee accepts the premises in its present condition and will repair and maintain any installations thereon, except as provided in Article IV, Paragraphs B. - C., and will remove or cause to be removed any debris to the extent required for its continuing use thereof.

B. Improvements. Lessee shall have the right to and shall provide for the construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner, upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but shall obtain the written approval of Lessor prior to beginning any such construction, alteration, or expansion.

C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises, improvements, and appurtenances thereto in a presentable condition free of refuse and debris consistent with good business practice and acceptable to the Lessor. Lessee's maintenance responsibility shall include snow removal on the premises, and maintenance of all ramps and access to the hangar.

D. Utilities. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term thereof; provided, however, that Lessee shall have the right to connect to any available storm and sanitary sewers, water, electrical, or other utilities at Lessee's own cost and expense, and Lessee shall pay for any and all service charges incurred therefore. Lessee shall also provide an external water meter reading device in an external location of the leasehold structure; said meter reading device type shall be specified by Lessor. All utility services shall be installed underground. In the event Lessee wishes to wash aircraft inside the leasehold structure, Lessee shall provide and maintain a separate water collection system for the wash water and shall not discharge the wash water into any available storm and sanitary sewers.

E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse occurring as a result of Lessee's occupancy of the premises. Lessee shall provide and use

Lessor approved receptacles for all garbage, trash and other refuse and shall place them on the premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels, pallets, crates, or other similar items in an unsightly or unsafe manner, or open storage of materials, personal property, salvage, unused or surplus equipment, junk, or refuse on or about the premises, is forbidden. All disposal costs will be paid by the Lessee.

F. Signs. Lessee shall not maintain any billboards or advertising signs on the premises; provided, however, that Lessee may maintain on the outside of its buildings its name(s) or signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

G. Federal, State, and Local Regulations. Lessee acknowledges that the right to use said Airport facilities in common with others authorized to do so shall be exercised subject to and in accordance with the laws, rules, regulations, and ordinances of the United States of America, the State of Montana, and the City of Billings now in force or hereafter prescribed or promulgated by authority or by law and shall be closely observed during the full term of this Lease. Lessee specifically agrees to comply with all requirements of the Airport's Stormwater Pollution Prevention Plan.

H. Hazardous Substances. Lessee assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed in Lessee's occupancy, use, or the conduct of its business. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or radioactive substance, or other similar term by any Federal, State, or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any

substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessee shall hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses or liability resulting from any breach of these representations and warranty including all attorneys' fees and costs incurred as a result thereof.

I. Taxiways. Lessee shall ensure that Lessee's and/or sublessee's aircraft, vehicles, or other equipment do not block the public use taxiway that passes the front of the Lessee's premises. Ramp area included in the premises shall not be used for the tiedown of aircraft for any extended period of time.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives, and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents, representatives, and employees from any and all losses that may result to the Lessor and Lessor's officers, directors, agents, representatives, and employees because of any negligence, act, or omission on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of Lessor, its officers, directors, agents, representatives, or employees.

B. Insurance. Lessee shall provide and keep in force for the term of this Lease the following insurance: (1) a commercial general liability policy (occurrence form only), providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than $2,000,000 per occurrence. The commercial general liability policy shall be endorsed to name the City of Billings as a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy will be excess and noncontributory. (2) an automobile liability policy, applicable to the ownership, maintenance, use, or operation of any automobile, mobile equipment, or other motor or ground vehicle at the Airport (including owned, non-owned, or hired) in an amount not less than $1,000,000 combined single limit; and (3) statutory Workers' Compensation insurance.

At the time of execution of this Lease, and annually thereafter prior to the policy expirations, Lessee shall furnish a Certificate of Insurance and all associated policy endorsements showing that required insurance is in force. Lessee shall provide notice to City of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to the Lessor. The continuous maintenance by Lessee of all types of required insurance under this Lease is mandatory. Failure of the Lessee to maintain such insurance is a material breach of this Lease, and

does not amend this Lease, nor release the Lessee from any other obligations in this Lease.

If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts on request of the Lessor.

ARTICLE VII

TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

A. Termination. This Lease shall terminate at the end of the full term hereof without any notice by either party, except as indicated in Article II, Paragraph A. A holding over by the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted without the written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

Lessee shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by Lessee on the premises, and all expenses connected with such removal shall be borne by the Lessee. Said property shall be removed within thirty (30) days after termination of Lease.

In addition, Lessee has the right to remove, at Lessee's expense, all buildings and other structures owned by Lessee located upon the premises within thirty (30) days upon the termination of this Lease. Lessee shall remove from the premises all debris resulting from the removal of the building or structures, and Lessee shall generally leave the premises in a clean and orderly condition acceptable to the Lessor.

This right to remove personal property, buildings and structures does not extend to pavement, water lines, sewer lines, electrical lines, utility poles, fencing, exterior light poles, which improvements shall remain the property of the Lessor and shall not be removed.

In the event the Lessee elects not to remove the buildings and other structures, personal property, fixtures, machinery and equipment, and other improvements upon termination of the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to remove the buildings and structures, personal property, fixtures, machinery and equipment, and other improvements because of failure of Lessee to do so, the cost of removal, demolition, and other related actions shall be at Lessee's expense.

B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee after the happening of one or more of the following events:

1) The permanent abandonment of the Airport as an Air Terminal.

2) The lawful assumption of the United States Government or any other authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating in a normal manner.

3) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

4) The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of ninety (90) days after receipt from Lessee or written notice to remedy same.

Lessee may exercise such right of termination by written notice to Lessor at any time after the lapse of the above applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of the happening of the event which results in said termination. Upon termination under the provisions of this Paragraph, Lessee shall have the same rights as described in Article VII, Paragraph A. herein.

C. Cancellation by Lessor.

1) This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

a) Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of fifteen (15) days after payment is due.

b) File a voluntary petition of bankruptcy.

c) Make a general assignment for the benefit of creditors.

d) Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after written notice from Lessor of said default.

2) In the event of termination because of the happening of any of the previously mentioned events, Lessor may take immediate possession of the premises and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon said entry, this Lease shall terminate.

3) It is agreed that failure of Lessor to declare this Lease terminated or to reenter and take possession upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

D. Suspension of Lease. During the time of war or declared national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of the Lease shall be automatically extended by the amount of the period of suspension.

E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same purpose established in Article I, Paragraph D., provided written approval of the Lessor is obtained prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor reserves the right to alter this Lease in any manner deemed necessary by Lessor. Any sublease, assignment, or transfer shall be subject to the same conditions, obligations, and terms as set forth herein and as may be subsequently amended, and Lessee shall be responsible for the observance by its tenants and sublessees for the terms and covenants of this Lease, and any subsequent lease amendments. Lessee shall provide Lessor with a copy of any sublease.

ARTICLE VIII

NONDISCRIMINATION

A. General. In the use and occupation of the Airport, Lessee shall not discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or

ancestry, age, or disability. Additionally, for the services provided during the use and occupation of the Airport, Lessee shall furnish said services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as may be applicable.

Without limiting the generality of the foregoing, Lessee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. Lessee, for itself, its heirs, personal representatives, successors in interest, and assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

D. Lessee, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that:

1) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.

2) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

3) Lessee shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article VIII.

E. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);

3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);

4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123) as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);

8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which addresses discrimination against minority populations by discouraging programs, policies, and

activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;

11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 – 74100);

12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*.).

ARTICLE IX

GENERAL PROVISIONS

A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Lease, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

B. Governing Law. This Lease and all disputes arising hereunder shall be construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

C. Taxes. Lessee shall pay any taxes or assessments that may be lawfully levied against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of Lessee's occupancy, but Lessee as independent contractor reserves the right to contest the levy of any tax or assessment that it feels is unjust.

D. Subordination of Lease.

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Notwithstanding any other prohibition or limitation of Lessee's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its rights and interest under this Lease, with Lessor's written consent. Any mortgagee or beneficiary shall have the right to cure any default on the part of Lessee in the payment of rent hereunder and, in the event of default, to assume the Lessee's position under this Lease. Lessor, in no event, shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the mortgagor or beneficiary will seek no monetary judgment against Lessor. The mortgage or trust indenture shall also contain provisions requiring the holder of the indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified mail a copy of each notice of

indebtedness, any breach of covenant, default, or foreclosure given by the holder or the trustee to Lessee under such mortgage or deed of trust. The mortgagee or trustee shall also send Lessor a release when the indebtedness is paid.

E. Modification and Amendments. Changes or modifications to this Lease shall be done in the form of a lease amendment prepared by the Lessor, and to be agreed upon and signed by both Lessee and Lessor.

F. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease or the particular paragraphs.

G Effect of Invalid Provision. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. Notices. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

ATTN: Lease Administration
SCL Health
500 Eldorado Blvd., Ste. 4300
Broomfield, CO 80021

Additional contact information:
Lisa Mitchell, Real Estate Market Manager
Telephone: 406-696-0585
E-mail : lisa.mitchell@imail.org
Payment email: peaks-leaseadministration@imail.org

or to such other addresses as the parties may designate to each other in writing from time to time.

I. Successors and Assigns. All of the terms, covenants, and agreements herein contained, or as subsequently amended from time to time, shall be binding upon and shall inure to the benefit of successors, assignees, and sublessees of the respective parties hereto.

IN WITNESS WHEREOF, this document has been duly executed by or on behalf of the parties hereto as of the date indicated below.

DATE: _____

ATTEST:

BY _____
CITY CLERK

APPROVED AS TO FORM

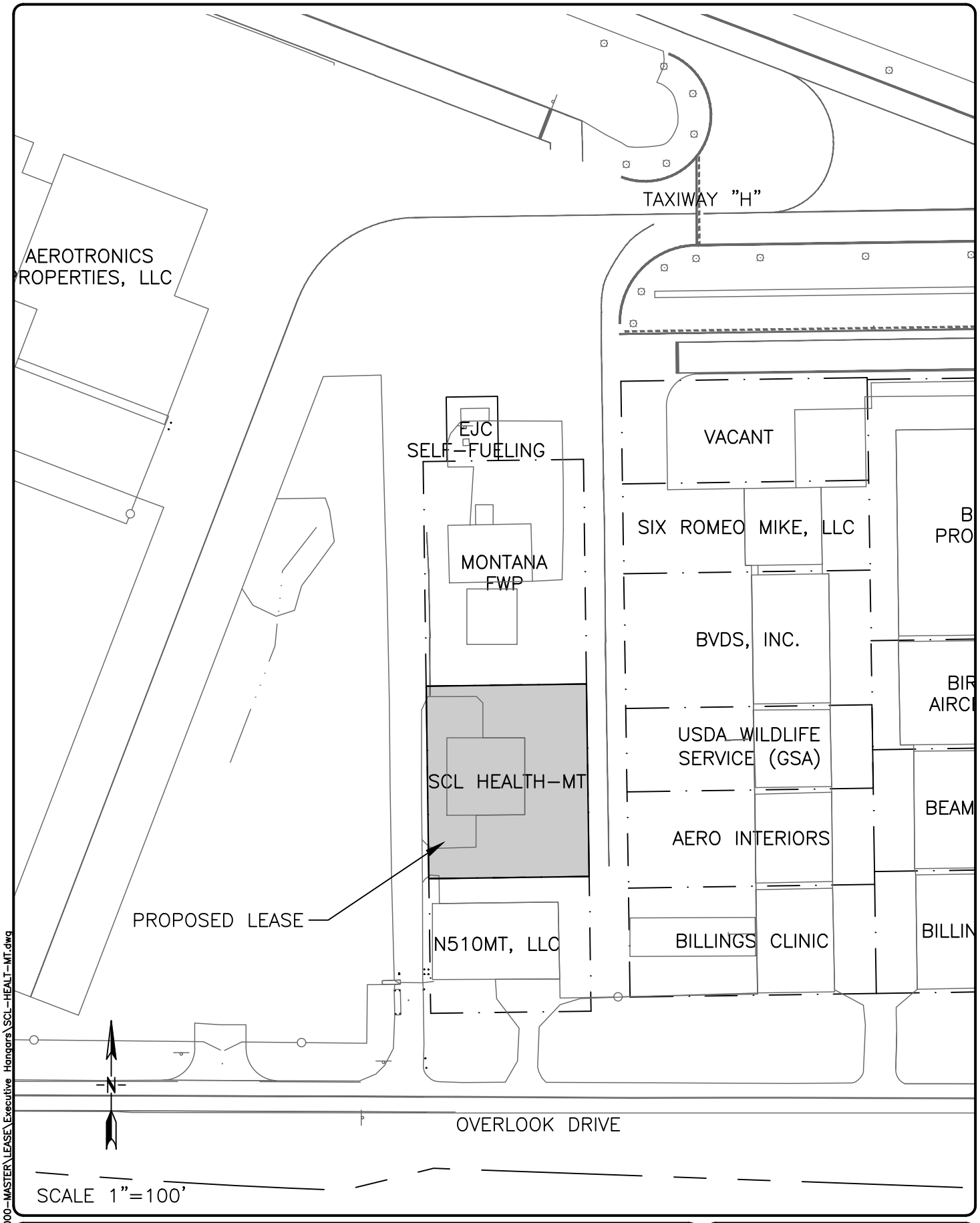
BY _____
CITY ATTORNEY

CITY OF BILLINGS

BY _____
MAYOR

SCL HEALTH – MONTANA DBA INTERMOUNTAIN HEALTH ST. VINCENT REGIONAL HOSPITAL

BY _____
BENTLEY PEAY – AVP REAL ESTATE



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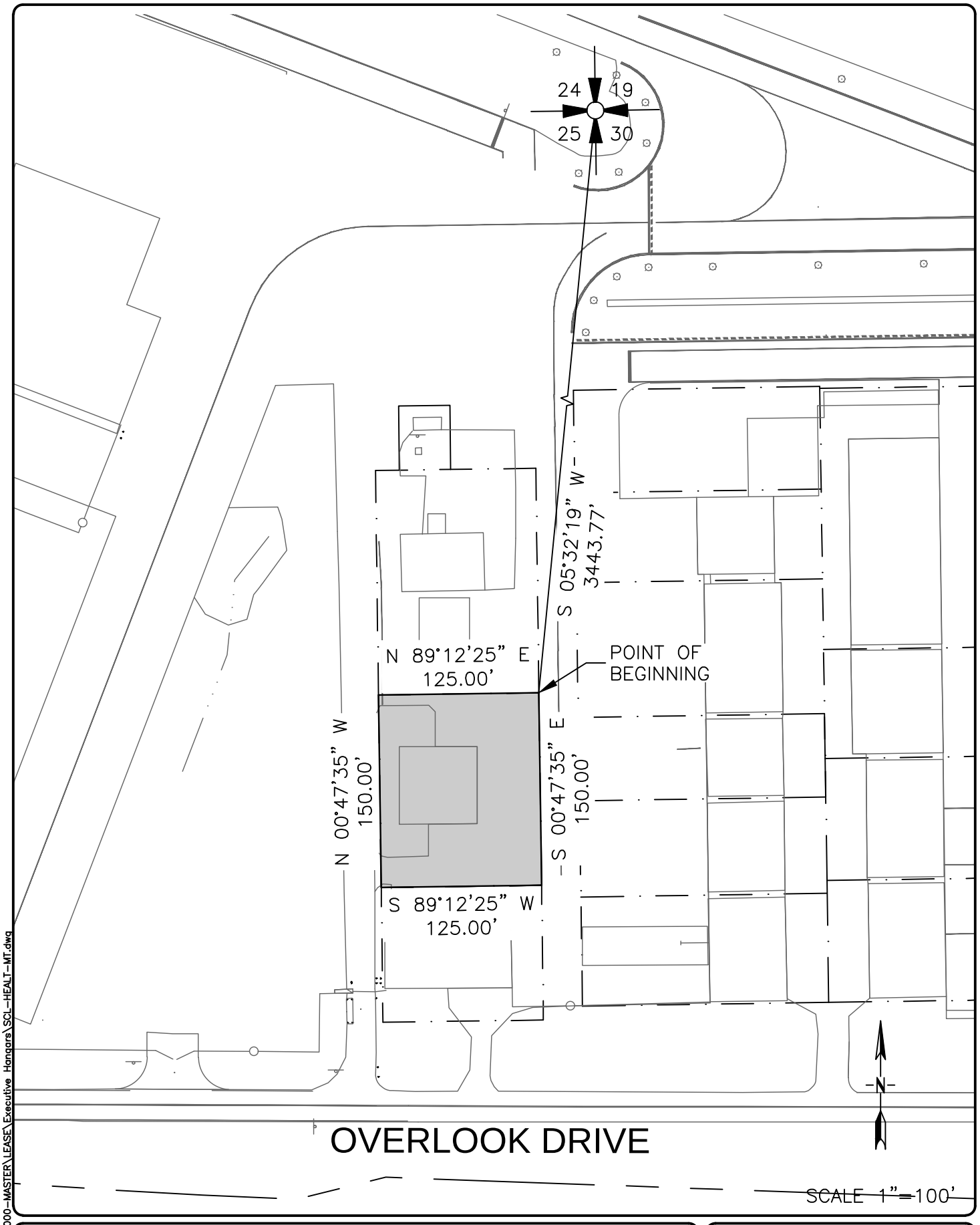
SCL HEALTH-MT
LEASE

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 1 of 3

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

ISSUE DATE: 09/2026



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SCL HEALTH-MT LEASE

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 2 of 3

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

ISSUE DATE: 09/2026

DESCRIPTION

Main Parcel

Commencing at the Northeast Corner of Section 25, T. 1N., R. 25E., P.M.M., Yellowstone County, Montana; thence from said point, S 05°32'19" W a distance of 3443.77 feet to the True Point of Beginning; thence S 00°47'35" E a distance of 150.00 feet; thence S 89°12'25" W a distance of 125.00 feet; thence N 00°47'35" W a distance of 150.00 feet; thence N 89°12'25" E a distance of 125.00 feet to the True Point of Beginning.

Said Parcel containing 18,750 square feet.

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SCL HEALTH-MT
LEASE
AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 3 of 3

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

ISSUE DATE: 09/2026

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: FY2026 VAWA Grant Acceptance - City Attorney DV Unit
PRESENTED BY: Gina Dahl
Department: Legal
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends City Council approve and accept the FY 2026 STOP Violence Against Women Act (VAWA) Grant through the Montana Board of Crime Control in the amount of $150,000 for the grant period of October 1, 2026, through September 30, 2027, and authorize the mayor to sign all necessary grant documents.

EXECUTIVE SUMMARY

The City Attorney's Office has received VAWA grant funding for over two decades, which now partly supports its DV Unit's prosecutors. The unit has grown from one prosecutor, two Victim/Witness Specialists, and one investigator in 2015 to four prosecutors, four Victim/Witness Specialists (one VW position not authorized to be filled in FY27), and two investigators in 2026. The funds supplement the salaries of specially trained prosecutors who handle only misdemeanor domestic violence cases. They also pay for ongoing Billings Police Department patrol officer training and annual national training for the unit, and they support close collaboration with the Northern Lights Family Justice Center. Continued funding is essential to the unit's operations. These funds are already included in the FY27 adopted budget and will not change budgeted amounts.

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

The City Attorney's Office has received VAWA grant funding for over two decades, which partially funds three domestic violence prosecutor positions within the City's DV Unit. In 2015, the City Attorney's DV Unit consisted of a single prosecutor, two Victim/Witness Specialists, and one Domestic Violence Investigator. As of 2026, the DV Unit consists of four prosecutors, four Victim/Witness Specialists (one of the VW positions is currently not authorized to be filled in FY27)), and two Domestic Violence Investigators.

This grant assists with the prosecution of domestic violence, dating violence, sexual assault, and stalking cases. In order to adequately prosecute these cases as well as address the safety needs of victims and the accountability of offenders, this grant funding assists the City in providing:

- Specialized prosecutors assigned solely to misdemeanor crimes of domestic violence
- Robust system-based victim services
- Specialized law enforcement officials who are assigned to follow up on misdemeanor cases of domestic violence
- Close collaboration with the Northern Lights Family Justice Center

The following chart summarizes the intended use of VAWA grant funds by the DV Unit along with expected results:

Intended Use of Funds	Expected Results
Supplementing salaries of four different, specially trained Domestic Violence Prosecutors, whose sole focus is on misdemeanor crimes of domestic violence occurring within the City of Billings	Increased prosecution rates of misdemeanor domestic violence offenses Increased victim participation in the criminal justice system Trauma-informed prosecution techniques that prioritize victim safety and well-being, along with offender accountability
Training all patrol officers with the Billings Police Department on an ongoing and as-needed basis	Higher quality investigations with an added focus on trauma-informed victim work and an enhanced understanding of tactics used by domestic abusers
Attending annual national trainings	Gaining and implementing advanced

	prosecution techniques to prioritize victimless prosecutions when possible Implementing updates to best practices nationwide Gaining knowledge of model criminal statutes and their potential implementation in Montana

Specialized prosecutors are a critical component of the City's obligation to protect victims and hold abusers accountable. Acceptance of continued grant funding is essential to the operations of the DV Unit of the City Attorney's office. These funds are already included in the FY27 adopted budget and will not change the budgeted amounts in FY27.

FISCAL EFFECTS

The acceptance of these grant funds does not change the budgeted amounts in FY27, Estimated budget amounts were included in the creation of the FY27 budget prior to the award. This amount has remained the same for several years. There is a city match amount required which was also budgeted in FY27.

STAKEHOLDERS

ALTERNATIVES

City Council may:

Approve the FY 2026 STOP Violence Against Women Act (VAWA) grant in the amount of $150,000; or
Not approve the FY 2026 STOP Violence Against Women Act (VAWA) grant in the amount of $150,000, which would result in Legal losing funding for multiple DV positions.

Attachments

VAWA Award Letter BCAO
VAWA Conditions

Montana Board of Crime Control
5 S Last Chance Gulch
PO Box 201408
Helena MT 59620
Phone (406)444-3604
Fax (406)444-4722
TTY (406)444-7099
www.mbcc.mt.gov

Leo Dutton
Sheriff & Coroner,
Lewis & Clark County
Chairperson

Rick Kirn
Fort Peck Tribal Member and
Rural Montana Representative
Vice Chairperson

Laurie Barron
Superintendent,
Evergreen School District

Natalia Bowser
Deputy Director
Department of Corrections

Eric Bryson
Executive Director, Montana
Association of Counties

Matt Bugni
Chief Executive Officer,
A.W.A.R.E Inc.

Katie Campbell
Captain, DOC
Probation & Parole

Alan Doane
Deputy Attorney General,
Montana Department of
Justice

Shantelle Gaynor
Director, Missoula County
Community Justice

Amanda Littlesun
DV Program Director,
Rocky Mountain Tribal
Leaders Council

Dave McAlpin
Administrator,
Office of the Court
Administrator

Koan Mercer,
Director, Office of Public
Defender

Kaydee Snipes Ruiz
District Court Judge
12th Judicial District

Amy Tenney
Chief Executive Officer, Boyd
Andrew Community Services

Scott Twito
Yellowstone County Attorney

September 25, 2026

Benjamin Halverson
Billings City Attorney's Office
PO Box 1178
Billings, MT 59103

RE: FY2026 STOP Violence Against Women Act (VAWA) - Domestic Violence Prosecution Unit

Dear Benjamin,

Please accept this letter as official notice of your FY2026 STOP Violence Against Women Act (VAWA) award through the Montana Board of Crime Control.

Please find enclosed the grant award and instructions. The grant award document provides a total from each federal and state funding source. If the authorized official has changed since the time of application, please complete a new Signature Page form and submit it with the signed award documents. The form is available on the MBCC Subgrantee Resources webpage under 'General' at https://mbcc.mt.gov/Funding/Forms. When the award letter is available on Euna Grants formerly Amplifund, Mike Nelson, Mayor, must complete and sign the following:

- Grant Award
- Special Conditions
- Other documents as indicated in the task assigned to you in Euna Grants

The above documents and others assigned to you in Euna Grants require original signatures. The documents must be uploaded to the public folder in Euna Grants. All grant funds are provided on a reimbursement basis with proof of expenses incurred. Prior to submission of your required quarterly reports in Euna Grants, MBCC will provide instructions and additional resources to help you successfully complete them.

Thank you for all you do. If you have any questions, please contact your MBCC grant manager.

Sincerely,



Kayla Bragg
Executive Director
Montana Board of Crime Control

STATE OF MONTANA
BOARD OF CRIME CONTROL

Contact information for awarding official:
5 S Last Chance Gulch – Helena MT 59601-4178
Phone: (406) 444-3604 | Fax: (406)444-4722

GRANT AWARD

Subgrant: 27-W03-2664 Billings City Attorney's Office

Grantee: City of Billings
PO Box 1178
Billings, MT 59103

UEI: FAEFYK4YL4M1

Project Period: 10/1/2026 - 9/30/2027

Award Date:	9/9/2026
Federal VAWA 2025:	$ 0.00
Federal VAWA 2026:	$150,000.00
State GF Amount:	$ 0.00
Local Matching:	$50,000.00
Total:	$200,000.00

Subrecipient's MBCC Award Identification number: 27-W03-2664

Award identification number(s): 15JOVW-26-GG-00100-STOP

Federal award date(s): 7/30/2026

Federal awarding agency: US Department of Justice, Office on Violence Against Women

Source of Federal Fund: 16.588 - Violence Against Women Formula Grants

This Federal award is related to Research and Development: No

Indirect cost rate for the Federal award: N/A

Project Description: Domestic Violence Prosecution Unit.

Special Conditions

Please see award Special Conditions in your grant folder.

This grant is subject to the special conditions for this award and must be implemented and administered along guidelines already established by your agency. This grant shall become effective, as of the date of award, when the grantee signs and returns a copy of this grant award to the Board of Crime Control.

Funds allocated to this project, both awarded and matching, must be obligated prior to **09/30/2027.**

Kayla Bragg
Executive Director
Montana Board of Crime Control

September 25, 2026
Date

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above described grant on the terms and conditions set forth above or incorporated by reference therein.

Mike Nelson
Mayor

Date

STATE OF MONTANA BOARD
OF CRIME CONTROL
5 Last Chance Gulch - Helena MT 59601-4178
Phone: (406) 444-3604 Fax: (406) 444-4722

Violence Against Women Act (VAWA) Special Conditions

Award Period 10/01/2026-09/30/2027

1. Equipment Purchases Require Competitive Bids

   Subrecipients must obtain competitive bids for equipment and awards should go to the lowest bidder. For equipment costing more than $10,000.00, bids must be written and copies submitted with quarterly financial reports. If other than the lowest bid is accepted, a full justification must be submitted to the Board of Crime Control.

2. Award is Conditional Upon Availability of Funds

   This grant award is conditional upon availability of government funds and may be reduced at any time due to budget reductions.

3. Non-committal to Future Funding

   Award of this grant does not commit the Board of Crime Control to future funding.

4. Personnel Time and Attendance Records

   Applicants must maintain time and attendance records to support personnel costs associated with the grant project.

5. Travel Reimbursement

   Grant funds may not be used to pay for out-of-state travel without prior approval from MBCC.

   State rates for mileage, meals, and lodging are maximum amounts that can be charged to subgrants funded by MBCC and are subject to change.

   Mileage rate effective 07/01/2026-12/31/2026: $0.76 cents per mile

   Per Diem Rates Effective 10/1/2025 through 9/30/2026, Updates will be available as changes become effective.

Meals Allowance:	In-State	Out-of-State
Morning Meal (12:01AM-10:00AM)	$11.20	$16.00
Midday Meal (10:01AM-3:00PM)	$13.30	$19.00
Evening Meal (3:01PM-12:00AM)	$19.60	$28.00
Maximum Total Per Day	**$44.10**	**$63.00**

To claim reimbursement for a meal, you must be in a travel status for more than 3 continuous hours within one of the time ranges. To receive the morning meal, you must leave before 7:00AM and to receive the evening meal you must return after 6:01PM.

The lodging rate is available online through the following location: https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&city=&fiscal_year=2025&state=MT&zip=

Grant funds cannot be used for costs and fees associated with cancelation or changes to travel, (i.e. Airline, hotels,registration, etc.) unless approved by MBCC.

Reimbursement for lodging without a receipt will be $12.00

Allowable expenses include emergency work supplies, taxi fares, and business telephone calls. Paid receipts must support individual expense items of $25.00 or more.

6. Consultants Maximum Rate

The maximum rate for consultants is $650.00 (excluding travel and subsistence costs) for an eight (8) hour day.An 8-hour day may include preparation, evaluation and travel time in addition to the time required for actual performance. Prior approval is required by MBCC for a rate exceeding $650 or $81.25 per hour.

7. Project Income

The subrecipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable and must be used to further the objectives of the program or deducted from the total project costs for the purposeof determining the federal share of costs. Further, the use of program income must be shown on the quarterly Financial Status Reports.

8. Quarterly Progress and Financial Reports

Quarterly progress, financial, narrative and statistical reports, in a format required by MBCC are required for calendar quarters ending September 30, December 31, March 31, and June 30. These reports are to be received by the Montana Board of Crime Control within 15 days following the end of the calendar quarter. Subrecipients who fail to submit reports by the due date will be subject to the following:

FIRST LATE REPORT: Subrecipient will be notified to cease all expenditures of grant funds until the reports are submitted.

SECOND LATE REPORT: The grant will be cancelled. The project director must appear before the Application Review Committee and petition to get the grant reinstated.

9. Consultant Services

Consultant services provided by consultants employed with profit, nonprofit, and not-for-profit organizations are subject to competitive bidding procedures. Contracted services provided by other types of organizations may alsohave restrictions. Please check with MBCC staff prior to committing grant funds.

10. Successful Progress, Subcommittee Appearance

Subrecipient may be required to appear before a subcommittee, at the Board's discretion, to explain their progress towards successful implementation of the grant.

11. Reversion of Un-obligated Funds

Any funds not properly obligated during the grant period shall lapse and be reverted to the Montana Board of CrimeControl.

12. Cancellation of Award

COMMENCEMENT WITHIN 60 DAYS. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to MBCC the steps taken to initiate the project, the reasons for delay, and the expected start date.
OPERATIONAL WITHIN 90 DAYS: If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to MBCC explaining the implementation delay. Upon receipt of the 90-day letter MBCC may cancel the project. MBCC may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs,the appropriate

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subrecipient files and records must note the extension.

13. Approved Application

Grant funds may be used only for the purposes in the subrecipient's approved application. The subrecipient shall not undertake any work or activities that are not described in the grant application.

14. Responsibility of the Project

Responsibility for the day-to-day conduct of the project rests with the subrecipient. This specifically includes operations, data collection, analysis and interpretation.

Responsibility for the general oversight and redirection of the project, if necessary, rests with MBCC. MBCC will review and approve all activities in the requirements under the various stages, as approved in this award.

15. Subrecipients With No Procurement Policies

Subrecipients that do not have established procurement policies and procedures must use the established State of Montana procurement process. If a subrecipient chooses to use the State procurement policy, it must be documented within the subrecipient's own policies. The procurement guide, forms and templates are located at the following: https://spb.mt.gov/Procurement-Guide. Below is the value threshold for the types of purchases or contracts used.

Small Purchases: Less than $10,000; simple market research. Choose technique that best meets subrecipient needs. Follow prudent purchasing practices (competitive quotes where practical).

Limited Solicitation: Purchases of $10,000 or more but less than $100,000 for services, or up to $50,000 for supplies. Must be documented using the Limited Solicitation form. Must be awarded to the lowest acceptable quote if cost is the only consideration.

Formal Bids & Proposals: Purchases with a Total Contract Value of $100,000 or more for services, or over $50,001 for supplies.

Note: All values are based on total contract value
Example: Subrecipient enters into a 2-year service agreement for $6,000 a year. This agreement constitutes a total contract value of $12,000 and would have to go through the limited solicitation process.

16. Subrecipients Agrees to Provide Requested Documentation

The recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

17. Requests for Project Period Extensions and Final Budget Modifications

Including but not limited to no-cost extensions, must be submitted to MBCC at least thirty (30) days in advance of the project period end date indicated in the award letter. Any such requests received after this deadline may not be approved and result in denial of the extension or modification request.

18. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or

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certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award.

The U.S. Department of Justice (DOJ), including OVW, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

19. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

20. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

21. Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards (subgrants) to first-tier subrecipients (subgrantees), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier assigned by SAM. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers") and are

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incorporated by reference here.

22. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

23. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)") and are incorporated by reference here.

24. Determinations of suitability to interact with participating minors This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (notice of funding opportunity), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors") and are incorporated by reference here.

25. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

26. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-granteessubgrantees.pdf.

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27. Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

28. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by OVW during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

29. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

30. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38. Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/Written_Notice_of_Beneficiary_Protections.pdf.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements.

For more information on the requirements referenced in this condition, see https://www.ojp.gov/program/civil-rightsoffice/partnerships-faith-based-and-other-neighborhood-organizations.

31. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

32. Federal civil rights and nondiscrimination laws (certification)

The recipient agrees that its compliance with all applicable federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that

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violate any applicable federal civil rights or nondiscrimination laws.

33. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance and may not proceed without the express prior written approval of OVW.

34. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: General appropriations-law restrictions on use of federal award funds") and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

35. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/grant-complaint (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

36. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal

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confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both-

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

37. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

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38. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

39. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ
If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

40. Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/award-conditions.These do not supersede any specific conditions in this award document.

41. Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

42. Compliance with notice of funding opportunity requirements

The recipient agrees that it must be in compliance with requirements outlined in the notice of funding opportunity (NOFO) under which the approved application was submitted, the applicable Application Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (https://www.justice.gov/ovw/resources-andfaqs-grantees). The program NOFO, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

43. VAWA 2013 nondiscrimination condition

The recipient agrees to comply with 34 U.S.C. 12291(b)(13) in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

44. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

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45. Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.

46. Non-supplantation
The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

47. Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C.12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

48. Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the notice of funding opportunity or companion guide under which the application was submitted.

49. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence
The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence") and are incorporated by reference here.

50. Termination or suspension

The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant notice of funding opportunity, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

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51. Performance reports and final report submission

The recipient agrees to provide OVW with specific information regarding subawards (subgrants) made under this award. The recipient agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each subaward made; and d) such other information as OVW may prescribe. Recipients are required to submit this report after the end of each calendar year but no later than March 30 each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award. A final report is due 90 days after the end of the project period. This report must be submitted to OVW through the Justice Grants System with the Report Type marked "final," unless and until OVW issues updated instructions for report submission.

52. Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

53. Subrecipient product monitoring

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

54. Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

55. Publications disclaimer for STOP Formula subrecipients

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No._____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

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56. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

57. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

58. Required SAM reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings within SAM are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM") and are incorporated by reference here.

59. Prohibition on use of administrative funds for lobbying

The recipient agrees that no amount of the 10 percent administrative funds of this grant will be used for dues or membership fees to an organization conducting any type of lobbying, including advocating with government agencies for policy change.

60. Ongoing compliance with statutory certifications

The recipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the recipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449(a)-(d) (rape exam payments), 34 U.S.C. § 10449(e) (judicial firearms

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notification), 34 U.S.C. § 10450 (costs for criminal charges and protection orders), 34 U.S.C. § 10451 (polygraph testing prohibition), 34 U.S.C. § 10454(1) (training for prosecutors), 34 U.S.C. § 10454(2) (victim-centered policies, and 34 U.S.C. § 10454(3) (compelling victim testimony), and 34 U.S.C. 10446(d)(6) (compliance with statutory award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

61. Match requirement

The recipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. The recipient also agrees to the following:

1) The costs of projects awarded to victim service providers (non-profit organizations or governmental rape crisis centers not in territories) for the purpose of providing victim services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match.

2) Victim service providers receiving STOP subawards will not be required by the recipient to provide matching dollars.

2) The recipient will verify that victim service providers that are nonprofit organizations are organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.

4) The recipient will provide no less than 25 percent matching funds for subawards awarded to victim service providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

62. Limitation on use of funds for awareness and public education

The recipient agrees that no more than 5 percent of its award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and provide outreach about available services.

63. Requirements for recipients and subrecipients providing legal assistance

The recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A)(i) is a licensed attorney or is working under the direct supervision of a licensed attorney, (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative, (iii) in Veterans' Administration claims, is an accredited representative, or (iv) is any person who functions as an attorney or lay advocate in tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (ii)(I) is partnered with an entity or person that has demonstrated expertise described in clause (i) and (II) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient (subgrantee) at any tier will comply with this condition.

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64. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws and nondiscrimination provisions. The recipient agrees to submit any required written Methods of Administration (MOA) for ensuring subrecipients' compliance to the Office of Justice Programs' Office for Civil Rights (OCR) at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award. In addition, upon request by OCR (or by another authorized federal agency), the recipient must make associated documentation available for review. The details of the recipient's obligations related to MOA are posted at https://www.ojp.gov/funding/explore/statemethodsadmin-fy2017 update and are incorporated by reference here, including any revisions posted during the period of performance.

65. Withholding of funds pending determination of compliance with statutory eligibility requirements

The recipient is prohibited from obligating, expending, or drawing down any funds until OVW has determined that the recipient's "Status of Compliance with Statutory Eligibility Requirements" attachment (as described in the annual STOP Formula Program Notice of Funding Opportunity) demonstrates compliance with 34 U.S.C. § 10446(d)(2)-(6). If OVW determines that the submission does not comply with the statutory eligibility requirements for the STOP Program, OVW will notify the recipient, and the recipient will have 60 days to remedy the issues. If the recipient does not comply within that time, then OVW may de-obligate the funds and close the award.

66. Limitation on use of funds for activities addressing missing or murdered indigenous persons (MMIP)

The recipient agrees that grant funds will not be used for activities addressing MMIP unrelated to domestic violence, dating violence, sexual assault, or stalking.

67. Limitation on use of funds for activities addressing human trafficking

The recipient agrees that grant funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

68. Indirect costs

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

69. Terms and conditions subject to court ordered stay

Award condition 15 ("Federal civil rights and nondiscrimination laws (certification)") and any certification submitted by the recipient regarding certain out-of-scope activities are subject to a preliminary stay in Rhode Island Coalition Against Domestic Violence, et al., v. Pamela Bondi, et al., and are not enforceable as to any OVW FY 2026 awards unless and until the preliminary stay is lifted. If the preliminary stay is lifted, OVW will process a modification identifying the award condition or out-of-scope activity that is no longer subject to the preliminary stay and has become enforceable and the date on which it becomes enforceable.

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above special conditions.

Agency Billings City Attorney's Office

Euna Award Number 27-W03-2664

Title Project Director

Printed Name Benjamin Halverson

Signature [signature]

Date 3 October 2026

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Consent 1. K.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: 2026 JAG Application and Acceptance of Award in the Amount of $164,444
PRESENTED BY: Shawn Mayo, Interim Chief of Police
Department: Police
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that the City Council approve the 2026 Justice Assistance Grant (JAG) application submission in the amount of **$164,444;** accept the grant award; approve the Memorandum of Understanding (MOU) with the Yellowstone County Sheriff's Office (YCSO); and authorize the Mayor to sign the award documents when they are received.

EXECUTIVE SUMMARY

The Billings Police Department (BPD) has been notified that funding is available through the 2026 Justice Assistance Grant (JAG) program. The **$164,444** award is a joint application between the BPD and the Yellowstone County Sheriff's Office (YCSO), with the BPD serving as the grant administrator.

The YCSO's allocated portion of the grant is **$22,538**, which will be used for the following equipment purchases:

- **$16,057** for a radar/speed trailer with data management capabilities;
- **$4,049** for seven mobile in-car printers; and
- **$2,432** for YCSO challenge coins.

The BPD's allocated portion of the JAG funds will be used to address equipment and officer safety needs. Planned purchases include:

- **$12,000** for interior patrol SUV equipment;
- **$50,000** for less-lethal equipment and munitions;
- **$40,000** for ballistic protective equipment;
- **$19,565** for inventory and equipment management software; and
- **$20,341** for uniforms for bike patrol, honor guard, and ceremonial assignments.

The attached MOU between the City of Billings and Yellowstone County is required as part of the joint grant application and establishes the responsibilities of the participating agencies.

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

The 2026 JAG funding provides an opportunity for the BPD and YCSO to address identified equipment, technology, and officer safety needs without requiring a local match. The joint application designates the BPD as the grant administrator and allocates funding between the two participating agencies as described above.

FISCAL EFFECTS

There will be no direct cost to the City as no local match is required.

STAKEHOLDERS

City of Billings
Yellowstone County

ALTERNATIVES

City Council may:

- Approve the 2026 JAG application submission in the amount of $164,444; accept the grant award; approve the MOU with the Yellowstone County Sheriff's Office; and authorize the Mayor to sign the award documents upon

receipt; or
- Not approve the 2026 JAG application submission in the amount of $164,444 and provide further direction to staff.

Attachments

MOU with Yellowstone County
Resource Guide

THE STATE OF MONTANA, COUNTY OF YELLOWSTONE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BILLINGS, AND YELLOWSTONE COUNTY
2026 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
$164,444 O-BJA-2026-172705

This Memorandum of Understanding (MOU) is made and entered into this_____ day of_____, 2026, between the City of Billings (CITY) acting through its Mayor, and Yellowstone County (COUNTY) acting through its Chairman of the Board of County Commissioners.

WHEREAS, the CITY and the COUNTY filed a joint application for the 2026 Byrne Justice Assistance Grant Program Award (JAG), with the CITY serving as applicant/fiscal agent for the JAG funds;

WHEREAS, JAG awarded the CITY a total of $164,444 in JAG funds;

WHEREAS, the CITY and the COUNTY believe it to be in their best interests and the best interests of the public, and in accordance with the joint application, to distribute $22,538 of the JAG funds to the COUNTY so as to continue to qualify for future JAG awards and in order to maximize the benefit from this 2026 JAG award.

NOW THEREFORE, the CITY and COUNTY agree as follows:

1. The purpose of this MOU is to memorialize the understanding between the CITY and COUNTY to share the proceeds of the $164,444 JAG award, with the CITY receiving $141,906 of the JAG funds and COUNTY receiving $22,538 of the JAG funds. The CITY shall distribute $22,538 of the JAG funds to the COUNTY upon the CITY's receipt of the full amount of JAG funds.

2. This MOU shall commence on the date the Justice Assistance Grant (JAG) is funded by the U.S. Department of Justice, and the JAG funds are received by the CITY, and it shall terminate on September 30, 2029, unless the parties mutually agree, in writing, to an earlier termination date. CITY agrees to distribute to the COUNTY a total of $22,538 of JAG funds. The COUNTY agrees to use $22,538 for the program between the date of this agreement and September 30, 2029, the last day on which these funds may be spent, according the terms of the JAG Grant award and conditions.

3. This MOU does not create any legal, financial, or other obligations on either party. Nothing in the performance of this MOU shall impose any liability for claims against the CITY or COUNTY. Each party to this agreement will be responsible for its own actions under this MOU, and shall not be liable for any civil liability that may arise from the actions of the other party under this MOU. The parties agree to inform each other of any claims or complaints for damage received because of this MOU.

4. The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU. No separate legal entity shall be created by this MOU.

5. The accounting for JAG funds received by each of the local governing bodies shall be done by the City of Billings Finance Department and the County of Yellowstone Sheriff's Office, respectively. The City of Billings Financial Services Manager shall administer the disbursement of JAG proceeds in cooperation with the County of Yellowstone Sheriff's Office. No personnel costs will be funded from these proceeds by either party.

6. If all JAG funds are not distributed to the CITY, this MOU will immediately terminate. If only a portion of the JAG funds are distributed, the CITY will notify the COUNTY of the total amount that was provided and the parties will discuss a distribution of some of the funds to the COUNTY.

7. Either party may terminate this MOU by giving a thirty-day written notice to the other party. Notice to the CITY will be sent to the mayor. Notice to the COUNTY will be sent to the commission chair.

City of Billings, Montana

_____
/s/ Mike Nelson, Mayor

County of Yellowstone

_____
/s/ Mark Morse, Chairman
Yellowstone County Commissioners

APPROVED AS TO FORM:

_____
/s/ Daniela E. Pavuk
City Attorney's Office

_____
/s/ Scott Twito
Yellowstone County Attorney's Office

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula

Grants.gov Funding Opportunity Number: O-BJA-2026-172705

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **October 9, 2026, by 11:59 p.m. ET**
2. Submit full application in JustGrants: **October 16, 2026, by 8:59 p.m. ET**

Bureau of Justice Assistance
U.S. Department of Justice

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1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula**. This opportunity will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used.

See the Eligible Applicants section for eligibility details.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.738
Statutory Authority	Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Grants.gov Opportunity Number	O-BJA-2026-172705
Expected Total Amount of Funding	Up to $96,518,469
Anticipated Number of Awards	1,190
Award Type(s)	Grants
Anticipated Award Amount	Up to $4,964,030
Expected Award Period(s)	24 months (awards less than $25,000) or 48 months (awards $25,000 or more) starting on October 1, 2025

Key Dates and Times

NOFO Release Date	August 25, 2026
SAM.gov Registration/Renewal	Begin the process by September 1, 2026, and no later than September 9, 2026
Step 1: Grants.gov Deadline	11:59 p.m. ET on October 9, 2026
Step 2: JustGrants Deadline	8:59 p.m. ET on October 16, 2026

See Questions? at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply are:

Government Entities

- County governments
- City or township governments
- Special district governments
- Native American tribal governments (federally recognized)

Other

- Other units of local government

"Other" Entities Definition:

- By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the JAG Allocations page and the link to their relevant state to determine if they are eligible for a direct award from BJA.

- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (*i.e.,* not listed in the allocation charts) will not be accepted for funding.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

3. PROGRAM DESCRIPTION

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP's priorities include:

a. Directly supporting law enforcement operations (including immigration law enforcement operations);
b. Combatting violent crime;
c. Supporting services to American citizens;
d. Protecting American children; and
e. Supporting American victims of trafficking and sexual assault.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal,

state, local, tribal, and territorial law enforcement. BJA encourages state and local recipients of FY 2026 JAG funding to join federal law enforcement agencies in addressing the following challenges.

Combating Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations.

Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violent crime reduction projects, including the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations, and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI); the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF); the Drug Enforcement Administration; the United States Marshals Service; and the Department of Homeland Security. Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS), as well as to interrupt drug cartels' use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's UAS page for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, entering into and fully participating in a 287(g) partnership and/or a Homeland Security Task Force, honoring detainers, protecting critical infrastructures, and information/intelligence problems).

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment, institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Unallowable Activities: The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 “Unallowable Costs” (“Legal Services for Aliens”), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY 2026 Local JAG Allocations are listed on the JAG Allocations website, with separate lists for each state. According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). **Units of local government identified as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** See the JAG FAQs for more information on the requirements for disparate groups.

The JAG statutory formula is fully described within the JAG Technical Report.

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at 34 U.S.C. § 10153 (A)(1-5), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances.

Prohibited Items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and it prohibits the use of JAG funds for other items unless BJA grants a waiver. The JAG Prohibited Expenditures Guidance provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Administrative Costs: The JAG statute, at 34 U.S.C. § 10152, requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant.

Trust Fund: The JAG statute, at 34 U.S.C. § 10158, requires that a state or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(11) apply.

Goals and Objectives of This Funding Opportunity

Goal: Improve the administration of the criminal justice system.

- **Objective 1:** Provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.
- **Objective 2:** Assist units of local government with their criminal justice needs.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the Performance Reports section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the Application Resource Guide for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients do not need to submit any deliverables other than the standard items in the Post-Award Requirements and Administration section.

Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving Program Goals and Objectives. Read information on performance reporting.

Award recipients will receive further guidance on post award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

The table below lists the contents for your application. Refer to the DOJ Grant Application Submission Checklist for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424	Online Form
Step 2: JustGrants	
Standard Applicant Information	Online Form
Proposal Abstract	Text Box
Data Requested With Application • Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) • JAG Survey	Online Form
Proposal Narrative	Attachment
Budget	Attachment
Other Budget/Financial Attachments • Indirect Cost Rate Agreement (if applicable) • Consultant Rate (if applicable)	Attachment
Additional Application Components • Certifications and Assurances by the Chief Executive of the Applicant Government • BWC Policy Certification (if applicable) • Body Armor Mandatory Wear Certification (if applicable) • Extreme Risk Protection Order (ERPO) Certification (if applicable) • Prohibited Expenditure Waiver Request (if applicable) • Unmanned Aircraft System (UAS) Certification (if applicable) • Counter-UAS Certification (if applicable)	Attachment

Application Item	Submission Type
• Memorandum of Understanding (if applicable)	

Standard Applicant Information

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples

- The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [insert] will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

Disparate JAG Abstract Example

- The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this questionnaire.

JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

1. To initiate the survey, click on the survey title to open.
2. When you have completed the survey, click the “Finish” button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.

3. To go back to the main application screen, go to the "Actions" menu in the top right corner of the screen and select "Close" to exit the survey review screen.
4. The survey you just completed will still display an "Open" status. To confirm the completed status of your survey, go back to the "Actions" menu and select "Refresh." The status of your completed survey will change to "Resolved—Completed."
5. To verify responses to a completed survey, click the survey title to reopen it and view your saved responses.
6. To change and/or update responses to a completed survey, click the "Reopen" option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants.

Sections of the Proposal Narrative

The Proposal Narrative must include the three sections listed below.

1. Description of the Need: What critical issue or problem do you propose to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction's needed resources for criminal justice purposes.

2. Project Design and Implementation: How will you implement project activities that meet the project goals and objectives? Please include the following:

- Describe how JAG funds will be coordinated with state and related justice funds.
- Provide description of the programs to be funded over the grant period, to include any subawards.

3. Capabilities and Competencies: What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- Describe the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Reports for additional details on performance measures for this funding opportunity.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on project evaluations.

Budget and Associated Documentation

Budget

Use the Budget Detail Separate Attachment (attach file in JustGrants) to submit the budget. Read information on budget preparation and JustGrants Application Submission Training.

- List each cost needed to implement the project under the appropriate cost category.
- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.[1]

The following information specific to this funding opportunity will help you develop your project budget:

- In addition to the instructions above, Local JAG applicants must include in the budget worksheet the following:
- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line-item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively, separate budget attachments for each partner of unit of local government are acceptable.
- Funding restrictions—JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

  Additional restrictions apply to certain costs or activities, to include but not limited to:

  - Administrative costs
  - Prohibited items per 34 U.S.C. § 10152, absent a waiver
  - UAS and C-UAS
  - Body Armor
  - Body Worn Cameras
  - ERPO activities
  - DNA Testing of Evidentiary Materials

[1] See 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide. Read information on unallowable costs that apply to all funding opportunities.

Please refer to the JAG Frequently Asked Questions for more information.

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about indirect costs.
- **Consultant Rate (if applicable):** Read information on limits to consultant rates and whether you need to request approval to exceed those limits.

Additional Application Components

Attach these in JustGrants:

- **Certifications and Assurances by the Chief Executive of the Applicant Government:** Found at: https://bja.ojp.gov/program/jag/certifications-assurances. This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2).
- **Body-Worn Camera (BWC) Policy Certification (if applicable)**: Only required if the direct recipient will be using JAG funds for a BWC project.
- **Body Armor Mandatory Wear Certification (if applicable)**: Only required if the direct recipient will be using JAG funds for body armor.
- Extreme Risk Protection Order (ERPO) Certification (if applicable): Only required if JAG funds will be used for an ERPO program.
- **Prohibited Expenditure Waiver Request (if applicable)**: Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request.
- **Unmanned Aircraft System (UAS) Certification (if applicable)**: Only required if a JAG application will include costs for UAS in the budget.
- **Counter-UAS Certification (if applicable)**: Only required if a JAG application will include costs for C-UAS in the budget.
- **Memorandum of Understanding (if applicable)**: Only required for disparate jurisdictions, as detailed in the JAG FAQs.

Refer to the JAG Frequently Asked Questions for more information on these attachments. If a required attachment is missing from an eligible JAG application, OJP will issue an award agreement, but funds may be withheld until it is provided.

Disclosures and Assurances

Read the disclosures and assurances and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit you application by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the Application Resource Guide for details. Read OJP's policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

OJP will review applications to ensure the information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the Application Resource Guide for information on the application review process for formula grants, including risk review, and the deciding official.

7. AWARD NOTICES

Read about the award notification process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the Application Resource Guide for more information about: standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)

JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Donations 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 donations to the Billings Public Library.

EXECUTIVE SUMMARY

The Billings Public Library has received $19,750 in outside funding: $3,500 from the Billings Public Library Foundation, $13,750 from the Friends of the Library, and a $2,500 grant from the Teen Science Café Network, a project of the STEM Next Opportunity Fund. The Foundation and Friends donations will expand the library's collection and programs and support community outreach through advertising and library merchandise. The grant will fund teen programs in which local STEM experts and teens collaborate on presentations and hands-on science activities.

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

The Billings Public Library has received the following donations and grants for specific programs and projects:

Billings Public Library Foundation ($3,500)
The Foundation received the following gifts and passed them through to the Library:

- $500 for Montana Room materials
- $3,000 from the Charitable Chicks for the CO+LAB's Mini-Makers program

Friends of the Billings Public Library ($13,750)
The Friends approved the following funding requests:

- $750 for a Montana Repertory Theatre performance
- $1,500 for community outreach materials
- $3,000 for advertising in Prime Connections
- $8,500 to launch the Library Swag Shop

Teen Science Café Network ($2,500) - This grant will support teen programs focused on STEM and other science topics.

FISCAL EFFECTS

There is no budgetary impact.

STAKEHOLDERS

Billings Public Library
Friends of the Billings Public Library
Billings Public Library Foundation

ALTERNATIVES

City Council may:

- Approve the donations; or,
- Not Approve the donations.

Consent 1. M.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Release of Perpetual Right-of-Way Easement within Billings Original Townsite, Block 256, Lot 2B Amended
PRESENTED BY: Tyler Westrope
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION
Staff recommends that the City Council approve and authorize the Mayor to execute the release of the Perpetual Right-of-Way Easement recorded as Document Number 468564.

EXECUTIVE SUMMARY
Council is requested to approve the release of a Perpetual Right-of-Way Easement, recorded as Document No. 468564, associated with an abandoned water main within portions of amended Blocks 255 and 256 of the Billings Original Townsite subdivision. The easement was identified following Council's September 14, 2026, approval of a related easement release on the same property. The additional release is necessary to fully relinquish the City's easement interests associated with the abandoned water main. The easement is no longer needed for City water utility purposes, and its release will have no significant financial impact on the City.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
In 1950, the City acquired a Perpetual Right-of-Way Easement, recorded as Document No. 468564, for the installation, operation, and maintenance of a water main across private property within portions of amended Blocks 255 and 256 of the Billings Original Townsite subdivision. The water main was subsequently abandoned; however, the associated easement was never formally released. The easement is no longer necessary for City water utility purposes, as the area is adequately served by existing water mains located within 6th Avenue North, 13th Street West, and 15th Street West.

On September 14, 2026, City Council approved the release of a related water main easement on the same property, recorded as Document No. 468563. Following that approval, the property developers and their surveyor identified an additional easement, recorded as Document No. 468564, that connects to and overlaps the previously released easement. Because the two easements were recorded under separate document numbers, an additional release is necessary to fully relinquish the City's easement interests associated with the abandoned water main.

After consultation with the City Attorney's Office, staff determined that processing a separate release for Document No. 468564 is the most appropriate course of action. As the easement is no longer needed for City utility purposes, staff recommends that City Council approve the release of the Perpetual Right-of-Way Easement recorded as Document No. 468564.

FISCAL EFFECTS
Approval and execution of the easement release will have no significant financial impact on the City, as the easement is no longer needed for water utility operations or maintenance.

STAKEHOLDERS

ALTERNATIVES
City Council may:

- Approve the release of the easement; or,
- Not approve of the release. If not approved, the City will continue to have an easement on a tract of land that is not needed and no longer serves a purpose.

Attachments

Release of Right of Way Easement

Record and Return to City Clerk.
City of Billings
P.O. Box 1178
Billings, MT 59103

RELEASE OF RIGHT OF WAY EASEMENT

WHEREAS, the City previously acquired a Right of Way Easement recorded in Book 377, Page 402 (Document Number 468564) of the Yellowstone County, Montana real property records and described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein, for a water main for public utility purposes; and

WHEREAS, it has been determined that said easement is no longer necessary for municipal purposes; and

NOW, THEREFORE, the City of Billings does hereby release, relinquish, surrender, abandon, and quitclaim to the present owner of the surface lands described in said easement all rights, title, and interests in said easement.

IN WITNESS WHEREOF the Mayor of the City of Billings executed this instrument on the ___ day of _____, 2026.

_____
By: **MIKE NELSON, MAYOR**

STATE OF MONTANA)
:ss
COUNTY OF YELLOWSTONE)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public for the State of Montana, personally appeared MIKE NELSON, known to me to be the MAYOR for the CITY OF BILLINGS, MONTANA, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

_____
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires:_____

APPROVED AS TO FORM:

By: _____
GINA DAHL, CITY ATTORNEY

Exhibit A

BOOK 377 PAGE 402

RIGHT OF WAY EASEMENT.

3

For and in consideration of the sum of $1.00, the receipt of which is hereby acknowledged, and other valuable considerations, we, Joel Norling and A. Winifred Norling, husband and wife, of Billings, Montana,

hereby grant unto The County of Yellowstone, Montana, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, remove and relay a water main ~~xxxxxx~~, and such drips, valves, fittings, and other equipment and appurtenances as may be necessary or convenient for such operation, in connection with Rural Special Improvement District No. 122, Yellowstone County, Montana, over, through, upon, under and across the following described land in Yellowstone County, Montana, to-wit:

The west half of abandoned 14th Street North between the south line of 6th Avenue North and a point 135 feet south of the said south line of 6th Avenue North; the east half of abandoned 15th Street North, between 5th and 6th Avenues North; and that certain private roadway bisecting Block 256 of the original town, ~~new city~~, of Billings, Montana, in an easterly-westerly direction, which roadway is 30 feet in width, and the north boundary of which lies parallel to and 105 feet south of the south boundary of 6th Avenue North--all in the City of Billings, Montana.

TO HAVE AND TO HOLD said easement, license, right, and right of way unto the said Grantee, its successors and assigns, until said easement be exercised, and so long thereafter as the same shall be useful for the above named purposes.

This agreement and conveyance is binding upon the administrators, executors, successors and assigns of the parties hereto.

Executed this 26th day of July, ~~xxx~~ 1950.

Joel Norling

A. Winifred Norling

STATE OF MONTANA,)
) ss.
County of Yellowstone)

On this 26th day of July, in the year 1950, before me Ira F. Beeler, a Notary Public for the State of Montana, personally appeared Joel Norling and A. Winifred Norling, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public for the State of Montana.
Residing at Billings, Montana.
My Commission expires Dec. 15, 1951.

168561

Joel Norling, et ux
to
Yellowstone County
3 R/W Easements

STATE OF MONTANA
I hereby certify the within instrument was filed for record on the 12th day of September 1950 at 2 o'clock P. M. and duly recorded in Book 377 of Deeds on page 402
Earl Knight County Recorder
By Ethel Fuller Deputy

Fee: -

Return To: Title Office

P2X-25-00216

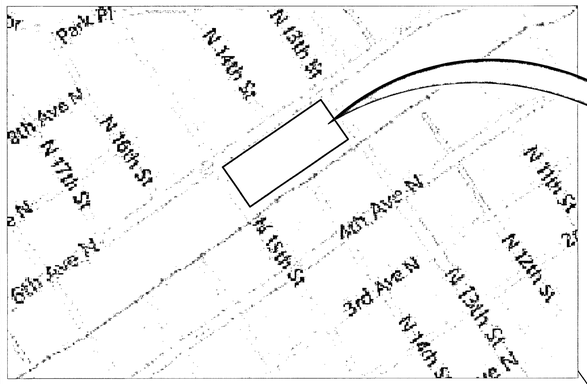
Exhibit B

AMENDED PLAT OF LOTS 2A AND 2B OF AMENDED PLAT OF LOTS 13-23 OF BLOCK 256 & WEST 55 FT OF LOTS 2-12 & ADJACENT ALLEY AND LOTS 2-23 OF BLOCK 255 & ADJACENT ALLEY & ABANDONED N 14TH ST & TRACTS 1-3 OF COS 326 OF

BILLINGS ORIGINAL TOWNSITE

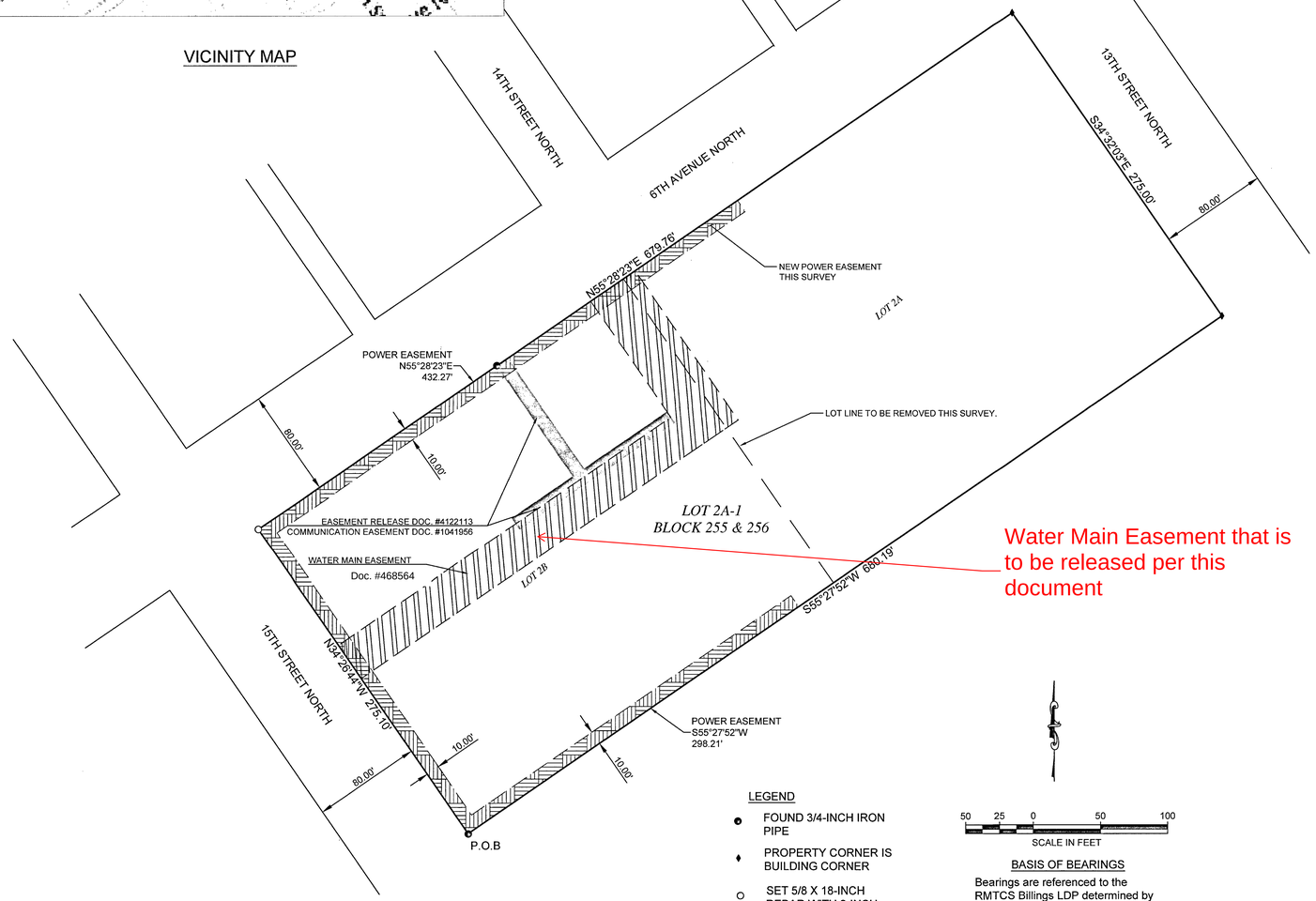
LOCATED IN THE NE 1/4 OF SECTION 33, T. 1N., R. 26E., P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

COMMISSIONED BY: DEVCO DEVELOPMENT
PREPARED BY: MORRISON MAIERLE
PURPOSE OF SURVEY: LOT AGGREGATION
DATE OF SURVEY: JANUARY 2025



THIS SURVEY

VICINITY MAP



Water Main Easement that is to be released per this document

LEGEND

- FOUND 3/4-INCH IRON PIPE
- PROPERTY CORNER IS BUILDING CORNER
- SET 5/8 X 18-INCH REBAR WITH 2-INCH MORRISON MAIERLE ALUMINUM CAP MARKED 14736PLS

P.O.B POINT OF BEGINNING

50 25 0 50 100
SCALE IN FEET

BASIS OF BEARINGS

Bearings are referenced to the RMTCS Billings LDP determined by GNSS observations.

CERTIFICATE OF SURVEYOR

I, John D. Ingraham, a licensed Professional Land Surveyor, do hereby certify that this survey was performed under my supervision in accordance with the provisions of the Montana Subdivision and Platting Act (76-3-101 through 76-3-625, MCA) and the regulations adopted under that Act.

John D. Ingraham, PLS
Montana License No. 14736 LS
Billings, Montana
Dated this 29 of April, 2026

MONTANA — JOHN D. INGRAHAM 14736LS — LICENSED PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF COUNTY TREASURER

I hereby certify pursuant to 76-3-207(3), MCA, that all real property taxes and special assessments assessed and levied on the land described on this boundary relocation have been paid.

Geocode: 03-1033-33-1-12-07-0000
Geocode: 03-1033-33-1-12-04-0000

07/01/2026
Yellowstone County Treasurer, Deputy

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City's Attorney's office and is acceptable as to form.

City Attorney — Date: 5-13-26

LEGAL DESCRIPTION

A tract of land being Lot 2A and Lot 2B of the Subdivision Plat recorded under Document Number 4039276, records of Yellowstone County, Montana, being more particularly described as follows:

Beginning at the southwest corner of said Lot 2B, monumented with a 3/4-inch iron pipe, thence; N34°26'44"W 275.10 feet along the East right-of-way of 15th Street North; thence N55°28'23"E 679.76 along the south right-of-way of 6th Avenue North; thence S34°32'03"E 275.00 feet along the west right-of-way of 13th Street North; thence S55°27'52"W 680.19 feet to the Point of Beginning.

The bearings shown herein are referenced to the RMTCS Billings, LDP.

Distances shown are in ground international feet.

Containing 4.294 acres.

Subject to any easements of record or apparent on the ground.

CERTIFICATE OF SUBDIVISION EXEMPTION

We, the undersigned, hereby certify that the purpose of this survey is to aggregate Lot 2A and Lot 2B and is therefore exempt from review as a subdivision under the Montana Subdivision and Platting Act pursuant to:

76-3-207(1)(f), MCA: *"aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of the larger aggregate parcel are established.";*

24.183.1104(1)(f)(iii)(C), ARM: *"The area that is being removed from one tract of record and joined with another tract of record is not itself a tract of record. Said area shall not be available as a reference legal description in any subsequent real property transfer after the initial transfer associated with the amended plat on which said area is described, unless said area is included with or excluded from adjoining tracts of record."*

DEQ EXCLUSION

We further certify that the resultant tract created this survey is not subject to sanitation review by the DEQ pursuant to M.C.A. 76-4-125 (1)(a): "A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:
(a) the exclusions cited in 76-3-201 and 76-3-207(1)(f);"

Applegate Properties, Inc.
Gerald Nelson, President

STATE OF MT)
) ss:
County of Yellowstone)

On this 22 day of April, 2026, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Gerald Nelson, known to me to be the President of Applegate Properties, Inc., whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Public in and for the State of Montana

AUBYN ANDERSON — NOTARY PUBLIC for the STATE OF MONTANA — Residing at Billings, Montana — MY COMMISSION EXPIRES: February 8,2028

YELLOWSTONE COUNTY COUNTY CLERK MONTANA

CLERK AND RECORDER FILING INFORMATION

SP 4137888
07/01/2026 10:39 AM Pages: 1 of 1 Fees: 25.50
Jeff Martin Clerk & Recorder, Yellowstone MT

Morrison Maierle
engineers • surveyors • planners • scientists
315 N. 25th Street, Suite 102, Billings, MT 59101
Phone: 406.656.6000
www.m-m.net
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1/4 SEC.	SECTION	TOWNSHIP	RANGE
NE	33	1N.	26E.

PRINCIPAL MERIDIAN, MONTANA
YELLOWSOTNE COUNTY, MONTANA
PLOTTED DATE: Feb/09/2026 PLOTTED BY: j.d. ingraham
CLIENT: DEVCO SHEET 1 OF 1

FIELD WORK: JDI
DRAWN BY: JDI
CHECKED BY: GBG
DATE: JAN. 2025
SCALE: 1"=50'
PROJ. #: 10706.001

DRAWING NAME: P:\10706 - Devco Preservation\001 - North Park Apts\ACAD\Survey\10706-BNDRY-MSTR.dwg

Consent 1. N.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Certificate of Survey 1105 Amnd. Exempt Plat and No-Cost Quitclaim Deed for Public Right-of-Way from Billings Public Schools
PRESENTED BY: Tyler Westrope
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION
Staff recommends Council approve the exempt plat, accept the right-of-way, and authorize the Mayor to execute the Quitclaim Deed, thereby transferring Tract 7C of Certificate of Survey 1105 Amended to the public as right-of-way.

EXECUTIVE SUMMARY
Council is requested to approve an exempt plat and accept a Quitclaim Deed associated with Certificate of Survey 1105 Amended to establish public right-of-way for the extension of Gibbons Avenue to Governors Boulevard. The developers will be responsible for constructing the roadway extension at no cost to the City. Approval of the exempt plat and acceptance of the Quitclaim Deed will have no immediate financial impact on the City.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
As part of the development process for Certificate of Survey 1105, the City requested that the developers extend the existing Gibbons Avenue right-of-way, currently platted west of this tract, through the development tract to Governors Boulevard. Acceptance of the proposed exempt plat and execution of the Quitclaim Deed will create this dedicated public right-of-way. Additionally, the developers of Certificate of Survey 1105 Amended will construct this portion of Gibbons Avenue at no cost to the City. Council is requested to approve the exempt plat and accept the Quitclaim Deed at no cost to the City.

FISCAL EFFECTS
Approval of the exempt plat and acceptance of the Quitclaim Deed will have no immediate financial impact on the City. The developers will be responsible for constructing the Gibbons Avenue extension at no cost to the City.

STAKEHOLDERS

ALTERNATIVES
City Council may:

- Approve the exempt plat and Quitclaim Deed transferring Tract 7C of the proposed Certificate of Survey 1105 Amended to public right-of-way or;
- Disapprove and not accept the exempt plat and Quitclaim Deed. If not approved, this portion of Gibbons Avenue would not be platted as public right-of-way.

Attachments

COS 1105 Quitclaim Deed
COS 1105 Exempt Plat
COS 1105 Vicinity Maps

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

QUIT CLAIM DEED

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby expressly acknowledged, **School District No. 2**, whose mailing address is 415 North 30th Street, Billings, MT 59101, as **GRANTOR**, hereby quitclaims to the **CITY OF BILLINGS**, a Municipal Corporation, organized under the laws of the State of Montana, whose mailing address is P.O. Box 1178, Billings, MT 59103, as **GRANTEE**, for the benefit and use of the Public forever, all right, title, and interest in and to certain real property situated in the West ½ of the Northwest ¼ of Section 21, Township 1 North, Range 26 East, P.M.M., in the City of Billings, County of Yellowstone, State of Montana, being more particularly described as follows, to-wit:

TRACT 7C OF AMENDED CERTIFICATE OF SURVEY No. 1105, ACCORDING TO THE OFFICAL SURVEY ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, UNDER DOCUMENT No. _____ .

IN WITNESS WHEREOF, the Grantor herein has executed this instrument on this __ day of _____ 2026.

School District No. 2:

_____
Erwin Garcia, Superintendent

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 **ERWIN GARCIA**, known to me to be the Superintendent of **School District No. 2,** whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Montana

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

ACKNOWLEDGEMENT 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.

CITY OF BILLINGS:

_____
Mike Nelson, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, 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 **MIKE NELSON and DENISE R. BOHLMAN**, known to me to be the Mayor and City Clerk of The **CITY OF BILLINGS,** Montana, respectively, whose names are subscribed to the foregoing instrument and who acknowledged that they executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Montana

CITY PROJECT No. PL2026XXXX

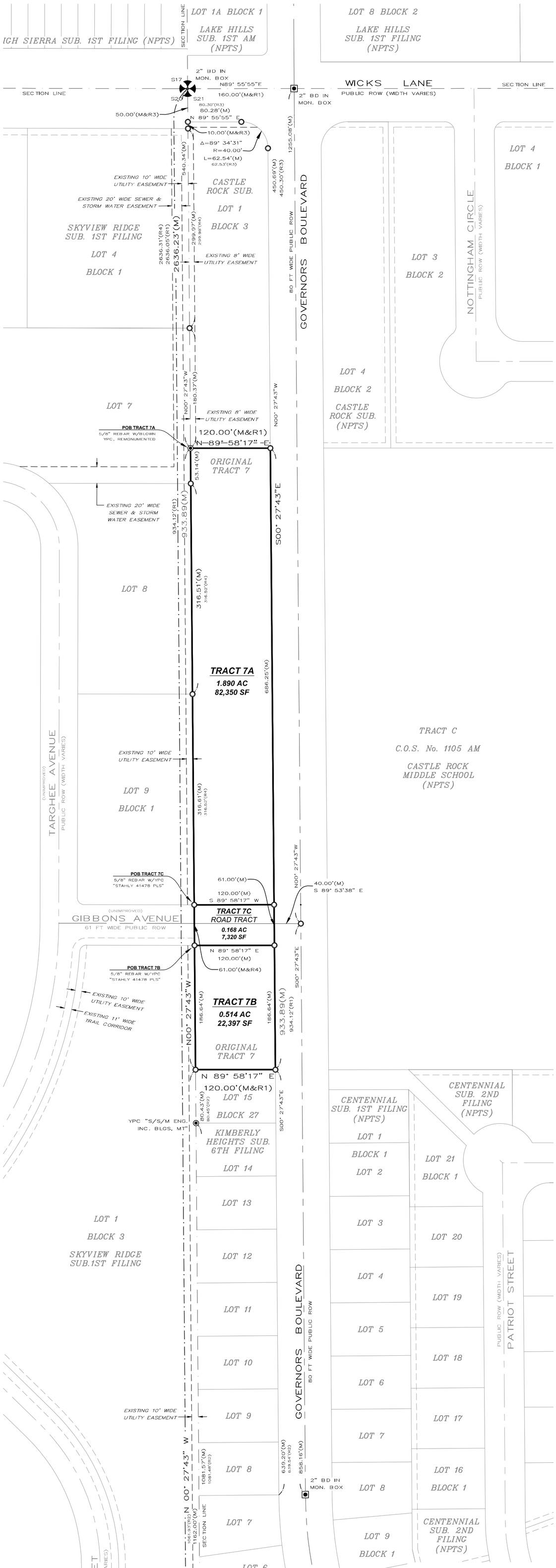
AMENDED TRACT 7 OF

CERTIFICATE OF SURVEY No. 1105

LOCATED IN THE W1/2 OF THE NW1/4 OF SECTION 21,
TOWNSHIP 1 NORTH, RANGE 26 EAST, P.M.M.
CITY OF BILLINGS,
YELLOWSTONE COUNTY, MONTANA

DRAFT DRAFT

PURPOSE OF SURVEY: STREET DEDICATION



CERTIFICATE OF EXEMPTION (RIGHT-OF-WAY TRACT)

The undersigned owner certifies that the purpose of this survey is to create the Public Rights-of-Way, therefore this survey is exempt from review as a subdivision pursuant to 76-3-201(1)(h), MCA, "(h) is created for rights-of-way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter."

The undersigned owner further certifies that the tracts as shown hereon are excluded from review by the Department of Environmental Quality pursuant to ARM 17.36.605(2)(b)(i) & (ii), "(b) a parcel that has a previous approval issued under Title 76, chapter 4, part 1, MCA, if: (i) no facilities other those previously approved exist or will be constructed on the parcel; and (ii) the division of land will not cause approved facilities to deviate from the conditions of approval, in violation of 76-4-130, MCA;"

CERTIFICATE OF DEDICATION

I, the undersigned owner of the tracts of land hereon described, hereby dedicate unto the City of Billings, Tract 7C, as shown on this Amended Certificate of Survey, and that said tract is hereby granted and donated to the use of the public forever.

OWNER OF TRACTS 7A, 7B, AND 7C,
AMENDED TRACT 7 OF CERTIFICATE OF SURVEY No. 1105

SCHOOL DISTRICT No. 2

_____
SUPERINTENDENT

STATE OF MONTANA)
: SS
COUNTY OF YELLOWSTONE)

On this ____ day of _____ , 2026, before me personally appeared ERWIN GARCIA, as SUPERINTENDENT OF SCHOOL DISTRICT No. 2, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same.

_____
Signature – Notary Public for the State of Montana.

CERTIFICATE OF SURVEYOR

I, the undersigned, Jesse R. Burns, a Professional Land Surveyor, do hereby certify that in September 2026 a survey was performed under my direct supervision of A tract of land described as Tract 7 of Certificate of Survey No. 1105 located in the West ½ of the Northwest ¼ of Section 21 in Township 1 North, Range 25 East, P.M.M., City of Billings, Yellowstone County, Montana, being more particularly described by the following three metes and bounds descriptions, to wit:

TRACT 7A

Beginning at the southwest corner of Lot 1 of Block 3 of Castle Rock Subdivision, thence along the common boundary of said Lot 1 N89° 58' 17"e a distance of 120.00 feet, thence along the westerly right-of-way extents of Governors Boulevard S00° 27' 43"E a distance of 686.25 feet, thence along the common boundary of Tract 7C S89° 58' 17"w a distance of 120.00 feet, thence along the common boundary of Block 1 of Skyview Ridge Subdivision First Filing N00° 27' 43"W a distance of 686.25 feet back to the point of beginning; said tract containing 1.890 acres or 82,350 square feet, more or less and subject to all appurtenant easements of record.

TRACT 7B

Beginning at the southwest corner of Tract 7C, thence along the common boundary of said Tract 7C N89° 58' 17"E a distance of 120.00 feet, thence along the westerly right-of-way extents of Governors Boulevard S00° 27' 43"E a distance of 186.64 feet, thence along the common boundary of Lot15 of Block 27 of Kimberley Heights Subdivision Sixth Filing S89° 58' 17"W a distance of 120.00 feet, thence along the common boundary of Lot 1 of Block 3 of Skyview Ridge Subdivision First Filing N00° 27' 43"W a distance of 186.64 feet back to the point of beginning; said tract containing 0.514 acres or 22,397 square feet, more or less and subject to all appurtenant easements of record.

TRACT 7C - PUBLIC RIGHT OF WAY DEDICATION FOR GIBBONS AVENUE

Beginning at the southwest corner of Tract 7A, thence along the common boundary of said Tract 7A N89° 58' 17"E a distance of 120.00 feet, thence along the westerly right-of-way of Governors Boulevard S00° 27' 43"E a distance of 61.00 feet, thence along the common boundary of Tract 7B S89° 58' 17"W a distance of 120.00 feet, thence across the original easterly right-of-way terminus Gibbons Avenue N00° 27' 43"W a distance of 61.00 feet back to the point of beginning; said tract containing 0.168 acres or 7,320 square feet, more or less and subject to all appurtenant easements of record.

and that I have platted the same as shown on the accompanying Amended Certificate of Survey and as described, in accordance with the provisions of the Administrative Rules of Montana Section 24.183.1104 A.R.M., Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625 M.C.A.

DATED this ____ day of _____ , 2026.

_____
Jesse R. Burns, PLS
Montana License No. 87940

DRAFT

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b)/ 76-3-207(3), M.C.A.

Date: _____

By: _____

CERTIFICATE OF COUNTY ATTORNEY

This document has been reviewed by the County Attorney's office and is acceptable as to form.

Date: _____

Reviewed by: _____

CERTIFICATE OF RIVERSTONE HEALTH

This survey plat has been reviewed and approved by Riverstone Health.

_____
Health Officer or Authorized Representative
Yellowstone City/County Health Department
dba Riverstone Health

CERTIFICATE OF EXAMINING LAND SURVEYOR

On behalf of the Governing Body, this document has been examined for errors and omissions in calculation or drafting pursuant to 76-3-611(2)(a), MCA.

DATED this ____ day of _____, 2026.

_____
Montana Examining Land Surveyor

License No. _____

CERTIFICATE OF CITY COUNCIL APPROVAL

The City of Billings, Yellowstone County, hereby accepts the dedication, grant and donation of Tract 7C to the City of Billings for public use.

IN WITNESS WHEREOF, we haved set our hands and the seal of the City of Billings,

this ____ day of _____ , 2026.

BY: _____
Mayor, City of Billings

ATTEST: _____
City Clerk, City of Billings

YELLOWSTONE COUNTY CLERK & RECORDER MONTANA

CERTIFICATE OF CLERK AND RECORDER

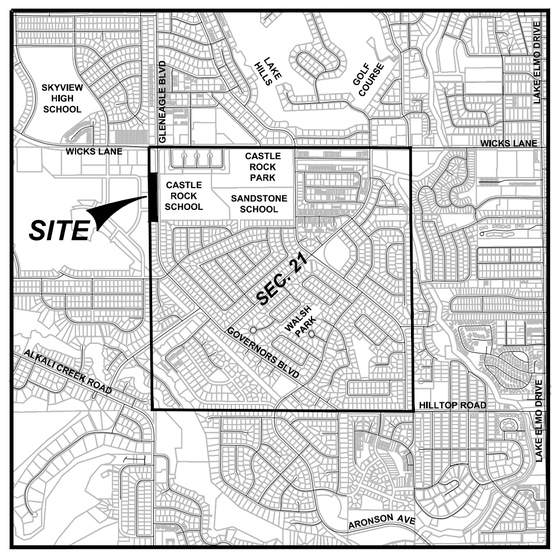
RESERVED FOR THE CLERK & RECORDER

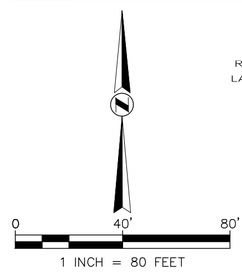
SUPPORTING DOCUMENTS

QUIT CLAIM DEED – DOC. No. _____

VICINITY MAP

NOT TO SCALE





BASIS OF BEARING

RMCRS BILLINGS LOW DISTORTION PROJECTION
LAMBERT CONFORMAL CONIC SINGLE PARALLEL

CENTRAL MERIDIAN:	108° 25'00"W
GRID ORIGIN:	45° 47'00"N
FALSE NORTHING:	164041.995'
FALSE EASTING:	656167.979'
SCALE FACTOR:	1.0001515

GRID NORTH, NAD83(2011)
DERIVED FROM RTK CORRECTIONS
FROM MTSRN AT MTEI (CORS)

DISTANCES ARE IN
INTERNATIONAL FOOT (GRID)

LEGEND

SURVEYED BOUNDARY
SECTION LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE
FOUND MONUMENT AS NOTED
FOUND PLSS MONUMENT AS NOTED
FOUND FOUND CENTERLINE MONUMENT AS NOTED
SET 5/8" X 18" REBAR, YPC MARKED "STAHLY, 41478 PLS"

ABBREVIATIONS:

BD	=	BRASS DISK IN CONCRETE POST
YPC	=	5/8" REBAR WITH YELLOW PLASTIC CAP
POB	=	POINT OF BEGINNING
NPTS	=	NOT A PART OF THIS SURVEY

RECORD INFO

MEASURED DIMENSION	XX.XX'(M)
CERTIFICATE OF SURVEY No. 1105 (MUELLER ENG., WORTHINGTON 1719LS, 1968)	XX.XX'(R1)
KIMBERLEY HEIGHTS SUB., 6TH FILING (S.S.&M. ENG., ASTLE 2918LS, 1977)	XX.XX'(R2)
CASTLE ROCK SUB. (S.S.&M. ENG., SANDERSON 3362ES, 1978)	XX.XX'(R3)
SKYVIEW RIDGE SUB., 1ST FILING (SANDERSON STEWART, KNAPP 8377LS, 2013)	XX.XX'(R4)

SURVEYOR NOTES

1. DATE OF FIELD DATA COLLECTION: September 11, 2026
2. OWNERS OF RECORD: School District No. 2
3. SURVEY COMMISSIONED BY: LiveABLE / HAB
4. Minimal original evidence was found on the frontage along Governors Boulevard, held record distances from the section lines and that checked well with the found centerline monuments. Per the note on Skyview Ridge Subdivision, the site has still not been developed 13 years later and no monumentation for the subdivision was found, so the common corners along the western boundary of Tract 7 were set as part of this survey.

STAHLY ENGINEERING & ASSOCIATES
PROFESSIONAL ENGINEERS & SURVEYORS
www.seaeng.com

HELENA
Phone:(406)442-8594

BOZEMAN
Phone:(406)522-9526

2817 2ND AVE. N., SUITE 300
BILLINGS, MT 59101
Phone:(406)601-4055

GREAT FALLS
Phone:(406)604-4644

COWLEY
Phone:(307)548-9913

AMENDED CERTIFICATE OF SURVEY No. 1105

COUNTY: YELLOWSTONE

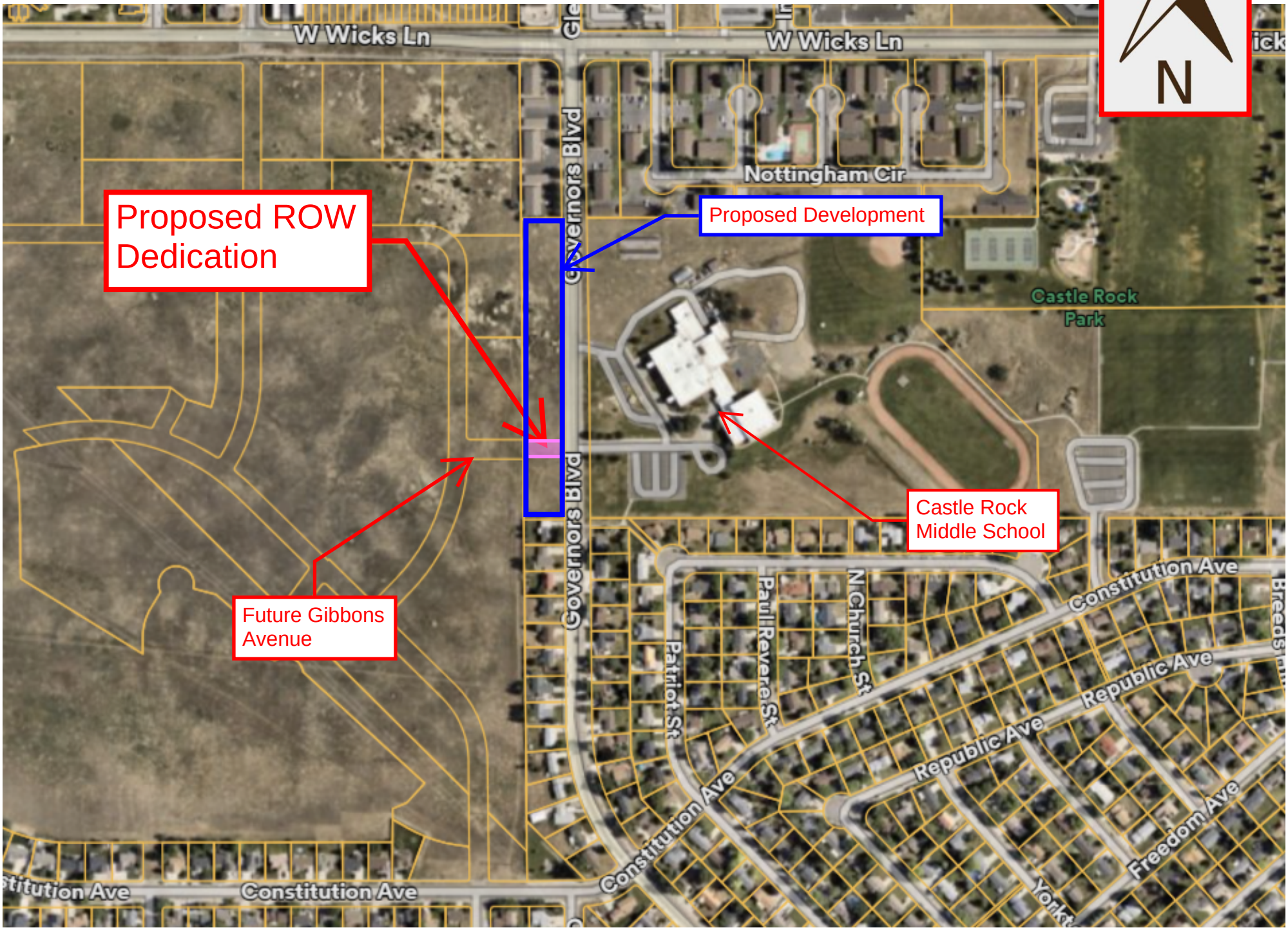
PRINCIPAL MERIDIAN, MONTANA

1/4	SEC	T	R	1/4	SEC	T	R
X	21	1N	26E				

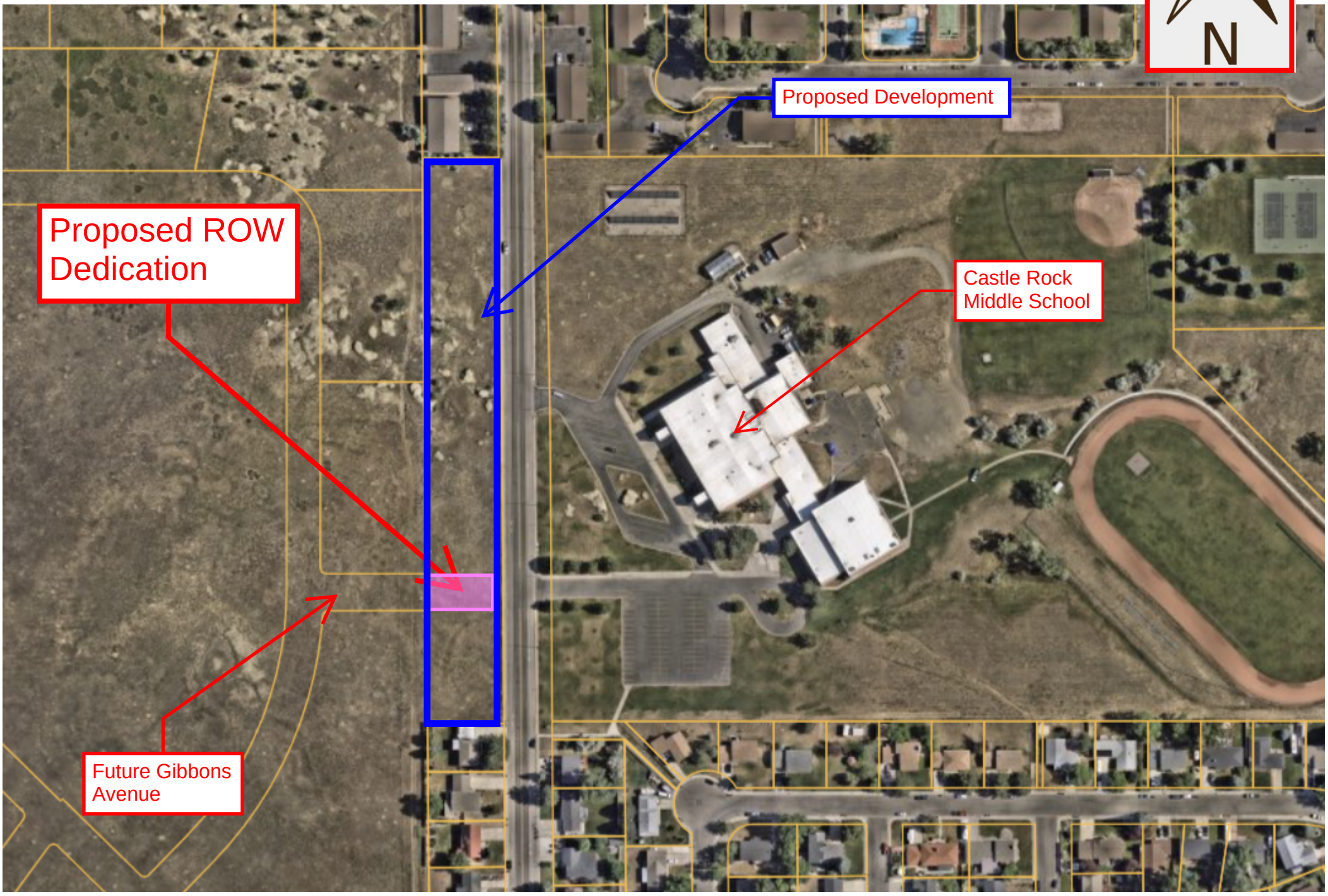
FIELD: JRB
DRAWN: JRB
CHECKED: CWK
DATE: 9/10/2026

SHEET
1 OF 1

COS 1105 Vicinity Map - Wide Extents



COS 1105 Vicinity Map - Narrow Extents



Consent 1. O.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: High Sierra Subdivision, 23rd Filing - Final Plat
PRESENTED BY: Hunter Kelly, Planner 1
Department: Planning & Community Services
Presentation: No
Legal Review: No
Project Number: PZX-25-00070

RECOMMENDATION
Staff recommends the City Council approve the final plat of High Sierra Subdivision, 23rd Filing.

EXECUTIVE SUMMARY
High Sierra Subdivision, 23rd Filing proposes to create 38 lots intended for single-family residential development. The property is zoned N3-Suburban Neighborhood. The subject property is generally located north of Annadale Road and west of West Bonito Loop

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
On October 7, 2026, Sanbell, on behalf of High Sierra II, Inc., applied for final plat approval for High Sierra Subdivision, 23rd Filing. The proposed subdivision creates 38 lots for development. The subject property is generally located north of Annadale Road and west of West Bonito Loop. The property is zoned N3 - Suburban Neighborhood Residential. The land is currently vacant. The proposed subdivision received preliminary approval on September 22, 2025. The applicant is now requesting final plat approval of the subdivision.

This subdivision was approved prior to the City's adoption and implementation of the Montana Land Use Planning Act.

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 final plat of the subdivision.

ALTERNATIVES
The City Council may approve or deny the final plat of Fifty Four West 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:

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 76-3-611 above.

Staff finds 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

PLAT OF

HIGH SIERRA SUBDIVISION, 23RD FILING

BEING LOT 6-A1 OF AMENDED PLAT OF LOT 1A1-A1, BLOCK 33, HIGH SIERRA SUBDIVISION, 14TH FILING & LOT 6A, BLOCK 19, HIGH SIERRA SUBDIVISION, 21ST FILING, SITUATED IN THE SW1/4 OF SECTION 9, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : sanbell

MARCH, 2026

BILLINGS, MONTANA

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.

Date

President

Executive Secretary

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that the annexed and foregoing plat conforms with Section 76-4-125(1)(d)(i), M.C.A., for the removal of sanitary restrictions 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 this _____ day of _____ , 20____ .

City Engineer's Office

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and 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.

Examining Land Surveyor

Date

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date: _____

Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b) / 76-3-207(3), M.C.A.

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

SUBDIVISION IMPROVEMENT AGREEMENT

Document No. _____

CONSENT TO PLATTING

Document No. _____

DRAINAGE EASEMENT

Document No. _____

TEMPORARY STORM WATER DRAINAGE EASEMENT

Document No. _____

Document No. _____

TEMPORARY EMERGENCY ACCESS EASEMENT

Document No. _____

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owners of the following described tract of land, do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the SW1/4 of Section 9, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 6-A1 of Amended Plat of Lot 1A1-A1, Block 33, High Sierra Subdivision, 14th Filing & Lot 6A, Block 19, High Sierra Subdivision, 21st Filing, according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 4114710.

Pursuant to Section 76-3-621(1)(a), M.C.A., the park requirement for this subdivision has been met by a cash-in-lieu donation.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as HIGH SIERRA SUBDIVISION, 23RD FILING, and the lands included in all streets, avenues, and parks as shown on the annexed plat are hereby granted and donated to the use of the public forever.

HIGH SIERRA II, INC.

By: Gary Oakland

Title: PRESIDENT

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 20th day of September , 2026 , before me, the undersigned Notary Public for the State of Montana, personally appeared Gary Oakland , known to me to be the person who signed the foregoing instrument as President of HIGH SIERRA II, INC. and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

VERLEEN K. PARKER NOTARY PUBLIC for the State of Montana Residing at Billings, Montana My Commission Expires June 2, 2027

VERLEEN K. PARKER NOTARIAL SEAL STATE OF MONTANA

Verleen K. Parker

Notary Public in and for the State of Montana

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 HIGH SIERRA SUBDIVISION, 23RD FILING, 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, this _____ day of _____ , 20____ .

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of November, 2025 and March, 2026, a survey was performed under his supervision of a tract of land to be known as HIGH SIERRA SUBDIVISION, 23RD FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 12.4123 acres (540,681 square feet) and the net area is 9.3507 acres (407,318 square feet).

SANBELL

By: Michael Dean Bertram

Montana License No. 18972LS

Date: September 29, 2026

MONTANA MICHAEL DEAN BERTRAM 18972LS LICENSED PROFESSIONAL LAND SURVEYOR

82061_163_HIGH_SIERRA_SUB_23RD_FP PROD.DWG 82061.163 9/15/26 CAS/MDB

PLAT OF

HIGH SIERRA SUBDIVISION, 23RD FILING

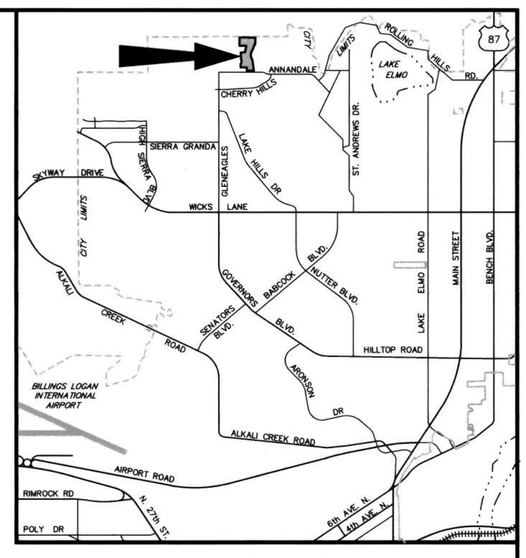
BEING LOT 6–A1 OF AMENDED PLAT OF LOT 1A1–A1, BLOCK 33, HIGH SIERRA SUBDIVISION, 14TH FILING & LOT 6A, BLOCK 19, HIGH SIERRA SUBDIVISION, 21ST FILING, SITUATED IN THE SW1/4 OF SECTION 9, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : sanbell

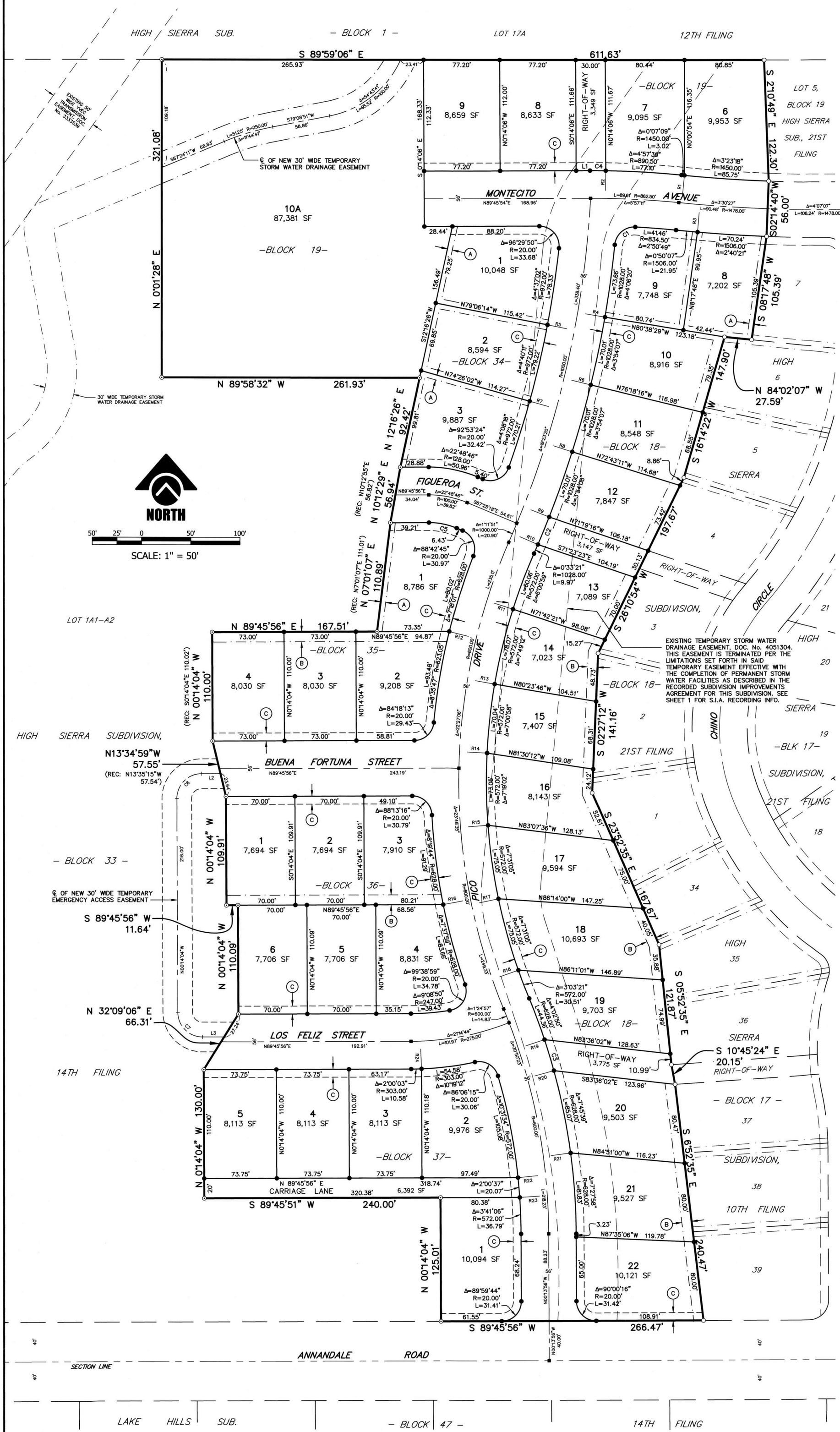
MARCH, 2026

BILLINGS, MONTANA



VICINITY MAP

NOT TO SCALE



AREA DATA

RESIDENTIAL LOTS (38)	9.3507 AC
NET AREA	9.3507 AC
DEDICATED RIGHT–OF–WAY	3.0616 AC
GROSS AREA	12.4123 AC

BASIS OF BEARING: AMENDED PLAT OF LOT 1A1–A1, BLOCK 33, HIGH SIERRA SUBDIVISION, 14TH FILING & LOT 6A, BLOCK 19, HIGH SIERRA SUBDIVISION, 21ST FILING, DOC. #4114710.

- ○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SANDERSON STEWART", OR AS NOTED
- ⊙ FOUND REBAR WITH YELLOW CAP MARKED "SANBELL 18972LS"
- □ FOUND MONUMENT BOX
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANBELL"
- ■ SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANBELL BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.
- (A) NEW 5' WIDE DRAINAGE EASEMENT (TYPICAL)
- (B) NEW 10' WIDE DRAINAGE EASEMENT (TYPICAL)
- (C) NEW 8' WIDE UTILITY EASEMENT (TYPICAL)

(REC:) RECORD BEARING & DISTANCE PER PLAT REFERENCED IN B.O.B. ABOVE

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

PROPERTY LINE TABLE		
Line #	Bearing	Distance
L1	N 89°45'56" E	14.06'

EASEMENT LINE TABLE		
Line #	Bearing	Distance
L2	N 89°45'20" E	19.55'
L3	S 89°45'56" W	22.06'

PROPERTY CURVE TABLE			
Curve #	Delta	Radius	Length
C1	87°10'21"	20.00'	30.43'
C2	1°40'32"	1028.00'	30.06'
C3	2°58'53"	628.00'	32.68'
C4	1°01'32"	890.50'	15.94'
C5	22°48'46"	72.00'	28.67'

EASEMENT CURVE TABLE			
Curve #	Delta	Radius	Length
C6	89°59'25"	25.00'	39.27'
C7	90°00'05"	25.00'	39.27'

RADIAL TABLE	
Line #	Bearing
R1	N 05°37'58" E
R2	S 00°47'28" W
R3	N 04°55'00" E
R4	N 80°09'43" W
R5	N 79°07'12" W
R6	N 76°15'36" W
R7	N 74°27'01" W
R8	N 72°21'28" W
R9	N 68°27'20" W
R10	N 66°46'48" W
R11	S 72°14'26" E
R12	S 76°00'34" E
R13	S 80°03'38" E
R14	S 87°04'36" E
R15	N 85°36'22" E
R16	N 78°36'07" E
R17	N 78°05'18" E
R18	N 70°34'13" E
R19	S 71°33'41" W
R20	S 74°32'35" W
R21	S 82°18'14" W
R22	S 84°04'29" W
R23	S 86°05'05" W
R24	N 02°14'07" W

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Return to:
Sanbell
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS HIGH SIERRA SUBDIVISION, TWENTY THIRD FILING

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **HIGH SIERRA II, INC.**, whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, MT 59101, 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 26th day of August 2025, the Board of Planning recommended conditional approval of a preliminary plat of High Sierra Subdivision, 23rd Filing; and

WHEREAS, at a regular meeting conducted on 22nd day of September 2025, the City Council conditionally approved a preliminary plat of High Sierra Subdivision, 23rd Filing; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to High Sierra Subdivision, 23rd Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

A. Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, 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. In addition, this subdivision is being built in close proximity to prime prairie dog habitat and lot owners will be responsible for any costs and damages incurred due to the presence of prairie dogs.

C. 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.

D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider, and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not

conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

E. Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of the parkland dedicated with various filings of High Sierra Subdivision.

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 Chapter 28, BMCC and detailed in the Billings Stormwater Management Manual.

1. The lowest finish floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb, measured from the highest location along the lot frontage. Home builder and lot owner may find it necessary to raise the finish floor elevation of house or garage above this minimum during on-site building design and/or during on-lot grading.

2. The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot

grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window wells) are to be located outside the designated drainage paths. If this is not possible, the builder and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells and property lines to provide sufficient swales and proper storm water drainage away from window wells.

3. Certain lots within High Sierra Subdivision, 23rd Filing contain five-foot or ten-foot wide drainage easements along the rear and side property lines. These drainage easements are for conveying stormwater, and the drainage shall not be altered in any way to inhibit the conveyance of stormwater and other runoff. It shall be the owner's responsibility to maintain and perpetuate this drainage easement and any required drainage swales and facilities. Adjacent lot owners shall not store, place, or dump any items, vehicles, or materials (including yard waste and grass clippings) in these drainage easements, or other facilities. If it is determined that adjacent lot owners are using this stormwater drainage easement to store, place, or dump materials, or alter the drainage in any way, they will be notified to remove any items and restore proper drainage immediately.

4. Each owner of a completed lot shall be a member of the High Sierra Subdivision Homeowners Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of a lot. The Homeowners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.

III. TRANSPORTATION

A. Streets

1. Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

   Montecito Avenue, Figueroa Street, Buena Fortuna Street, Los Feliz Street and Pico Drive will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-feet back of curb to back of curb). Curb and Gutter will be installed per the City of Billings Standards in place at time of construction.

   Annandale Road shall be dedicated a minor arterial street and shall be located within an existing 80-foot wide right of way and have a street width of 39-foot back of curb to back of curb. With this subdivision, Annandale Road will be constructed with curb and gutter on the north of the street and 30-feet of asphalt. The remaining asphalt and curb and gutter on the south side of Annandale Road will be constructed by others. Annandale Road shall be built to grade with a satisfactory subbase, base course, curb and gutter and asphalt surface. This street shall be built per the City of Billings Standards in place at time of construction.

B. Sidewalks

1. Sidewalk on the internal streets shall be installed at the time of individual lot development. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk with a minimum 5-foot-wide boulevard.

2. Subdivider will install accessible ramps at the intersections, which shall be completed with the subdivision improvements.

C. Street Lighting

Street lighting is required for this subdivision. It is anticipated that street lighting will be installed by private contract or SID. A Street Light Maintenance District will be created for operation and maintenance of the lighting at a future date and is included in the waiver of right to protest.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

A traffic accessibility study has been completed for High Sierra Subdivision 23rd Filing. 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:

Annandale Road & River Oaks Drive - 0.79%
Annandale Road & St Andrews Drive - 0.88%
Sierra Granda Boulevard & High Sierra Boulevard - 0.17%
Sierra Granda Boulevard & Gleneagles Boulevard - 0.61%
Alkali Creek Road & Skyway Drive - 0.25 percent%
Wicks Lane & Skyway Drive - 0.26%
Wicks Lane & High Sierra Boulevard - 0.17%
Wicks Lane & Fantan Street - 0.09%
Wicks Lane & Governors Boulevard - 0.58%
Wicks Lane & Lake Hills Drive - 0.17%
Wicks Lane & St Andrews Drive - 0.70%

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.

E. Access

Access to the subdivision will be provided by Annandale Road and Montecito Avenue. Access to residential lots will be provided by public right of way (street and alley right of way).

F. Billings Area Bikeway and Trail Master Plan

In the future, a bike lane may be provided on Annandale Road adjacent to this subdivision. The bike lane improvements will not be installed as part of this subdivision but can be installed at a later date by use of the Waiver of Right to Protest Future Special Improvement Districts. No additional trail improvements will be required as part of this subdivision.

G. Public Transit

The subdivision does not require improvements to ensure public transit service.

IV. EMERGENCY SERVICE

The City will provide emergency service. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500-feet. Appropriate turnarounds will be located on any dead-end street in excess of 150-feet.

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

- An unobstructed gravel road or gravel road base must be within 150-feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-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

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to a stormwater detention facility that is located within an off-site area on Lot 17A, Block 1, High Sierra Subdivision, 12th Filing generally north of previously recorded High Sierra Subdivision, 21st Filing. This detention facility will be sized to accept runoff generated from the High Sierra Subdivision, 23rd Filing. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the stormwater detention area and associated drainage facilities shall be by the High Sierra Subdivision HOA.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings and the County Water District of Billings Heights.

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 and the County Water District of Billings Heights. 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.

It is acknowledged that the properties subject to the Subdivision Improvements Agreement shall be subject to the appropriate buy-in fee for the County Water District of Billings Heights in effect at the time of payment. Fees shall be paid as applied for in the extension application and as per the first paragraph above.

The Developer/Owner acknowledges that the Subdivision shall be subject to the applicable System Development Fees in effect at the time new 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, the County Water District of Billings Heights, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The subdivision will be served by making connections to existing 8" water main stub in Montecito Avenue and an existing 12" water main stub in Annandale Road. 12-inch water main will be installed in Annandale Road and Pico Drive. 8-inch water main will be installed in the remaining local interior streets of the subdivision. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the County Water District of Billings Heights and Montana Department of Environmental Quality and will be approved by the County Water District of Billings Heights.

B. Sanitary Sewer

The subdivision will be served by making a connection to an existing 10-inch diameter sewer main located in Annandale Road, an existing 10-inch diameter sewer main located in the right of way on the west side of Chino Circle, and an existing 8-inch diameter sewer main located in Montecito Avenue. 10-inch sanitary sewer main will be extended in Annandale Road, 10-inch diameter sanitary sewer will be extended in Figueroa Street and in the right of way connecting to Chino Circle. 8-inch sanitary sewer main will be extended on the remaining streets in the subdivision.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Additionally, Section 23-1002. B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. High Sierra Subdivision, 23rd Filing requires a parkland dedication 0.808 acres. The Subdivider will make a cash-in-lieu contribution for the 0.808 acres in lieu of parkland dedication.

VIII. IRRIGATION

No permanent irrigation ditches, field laterals, or irrigation easements exist on the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat. The Geotechnical Investigation Report for High Sierra Subdivision 23rd Filing Billings, Montana was completed by Rimrock Engineering Inc. and dated July 30, 2025.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to purchase, design, or construction.

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 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, 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"

HIGH SIERRA II, INC.

By: _____

Its: PRESIDENT

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 29th day of September, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Gary Oakland, known to me to be the person who executed the foregoing instrument as the President of **HIGH SIERRA II, INC.**, and acknowledged to me that he/she executed the same.

VERLEEN K. PARKER NOTARIAL SEAL STATE OF MONTANA

VERLEEN K. PARKER
NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
My Commission Expires June 2, 2027

Verleen K. Parker
Notary Public in and for the State of Montana
Printed Name: Verleen K. Parker
Residing at: Billings, Montana
My commission expires: 6/2/27

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20_____, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

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

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

High Sierra Subdivision, 23rd Filing

Signed and dated this 29th day of September, 2026.

"SUBDIVIDER"

HIGH SIERRA II, INC.

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 29th day of September, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Gary Oakland, known to me to be the President of **HIGH SIERRA II, INC.,** the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

VERLEEN K. PARKER
NOTARIAL SEAL
STATE OF MONTANA

VERLEEN K. PARKER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 2, 2027

Verleen K. Parker

Notary Public in and for the State of Montana
Printed Name: Verleen K. Parker
Residing at: Billings, Montana
My commission expires: 6/2/27

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

September 22, 2025

John Halverson
Sanbel
1300 N Transtech Way
Billings, MT 59101

Dear Applicant/Engineer:

On September 22, 2025, the Billings City Council conditionally approved the preliminary plat of High Sierra Subdivision. 23rd Filing, subject to the following conditions of approval:

1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Hunter Kelly at (406) 247-8613 or by email at kellyh@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

Consent 1. P.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Future Land Use Map Amendment Initiatiation - Lampman Park
PRESENTED BY: Wyeth Friday
Department: Planning & Community Services
Presentation: No
Legal Review: Yes
Project Number: NA

RECOMMENDATION

Per the purchase and sale agreement (PSA) executed by City Council at its October 12 business meeting, staff recommends the Council approve initiating the amendment of the adopted Future Land Use Map for Lampman Park from the P1 to URL Land Use Category.

EXECUTIVE SUMMARY

The City Council executed a PSA on October 12 with Cal Kunkel to purchase Lampman Park for residential development. Lampman Park is approximately 6 acres of dedicated parkland in the Lampman Subdivision. Prior Council action (RES 13-19314) authorized consideration of the property's disposition. Contingencies in the PSA require the City's adopted Future Land Use Map (FLUM) to be amended from a park land use category to a residential land use category. The executed PSA identifies the FLUM amendment to go from the Parks and Open Space (P-1) category to the Urban Residential Limited (URL) category. The PSA also contains a contingency that the property must be zoned N2. The rezoning of the parcel would occur after the FLUM category designation is changed to URL. If acceptable zoning is not obtained within the applicable release period in the PSA, the buyer may terminate the agreement and receive a return of earnest money. Upon completion of the required approvals and contingencies, the City will convey the property to the purchaser and relinquish ownership. This action tonight by the City Council to initiate amendment of the FLUM for Lampman Park is required per MCA 76-25-201 (6)(a).

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

The City Council executed a PSA on October 12 with Cal Kunkel to purchase Lampman Park for residential development. Lampman Park is approximately 6 acres of dedicated parkland in the Lampman Subdivision. Prior Council action (RES 13-19314) authorized consideration of the property's disposition. Contingencies in the PSA require the City's adopted Future Land Use Map (FLUM) to be amended from a park land use category to a residential land use category. The executed PSA identifies the FLUM amendment to go from the Parks and Open Space (P-1) category to the Urban Residential Limited (URL) category. The PSA also contains a contingency that the property must be zoned N2. The rezoning of the parcel would occur after the FLUM category designation is changed to URL. If acceptable zoning is not obtained within the applicable release period in the PSA, the buyer may terminate the agreement and receive a return of earnest money. Upon completion of the required approvals and contingencies, the City will convey the property to the purchaser and relinquish ownership.

This action by the City Council to initiate amendment of the FLUM for Lampman Park is required per MCA 76-25-201 (6)(a). After Council initiates the FLUM amendment process, staff will prepare the analysis per the statutes and bring the amendment to the Interim Planning Commission (IPC). Review and a recommendation to the Council from the Commission is required per MCA 76-25-201. Upon receiving the Commission recommendation, Council will consider a resolution amending the FLUM for Lampman Park. Following FLUM amendment, the buyer may proceed with the administrative zone change process to rezone the property to N2, per the PSA contingencies.

This FLUM amendment for Lampman Park is the first FLUM amendment carried out by the City per the Montana Land Use Planning Act (MLUPA) since the Council adopted the FLUM in May 2026. Staff is navigating the process for the first time, determining public involvement process and time frames, staff and IPC analysis and meeting schedules, and ensuring MLUPA compliance in MCA 76-25. Staff estimates the process to amend the FLUM will take about 90 days, but the outreach elements of the map amendment are still being determined. The staff will work with the buyer as the FLUM amendment process starts to coordinate on schedule and timing for the following zone change process in early 2027.

FISCAL EFFECTS

Sale of Lampman Park per the executed PSA will generate $834,800 minus realtor fees for the City. The Parks Recreation and Public Lands Department has indicated to Council that it expects the sale proceeds to go back to PRPL for one-time expenses. PRPL will be bringing an updated resolution to Council regarding proceeds from the Lampman Park sale to consider that these proceeds remain in the PRPL.

STAKEHOLDERS

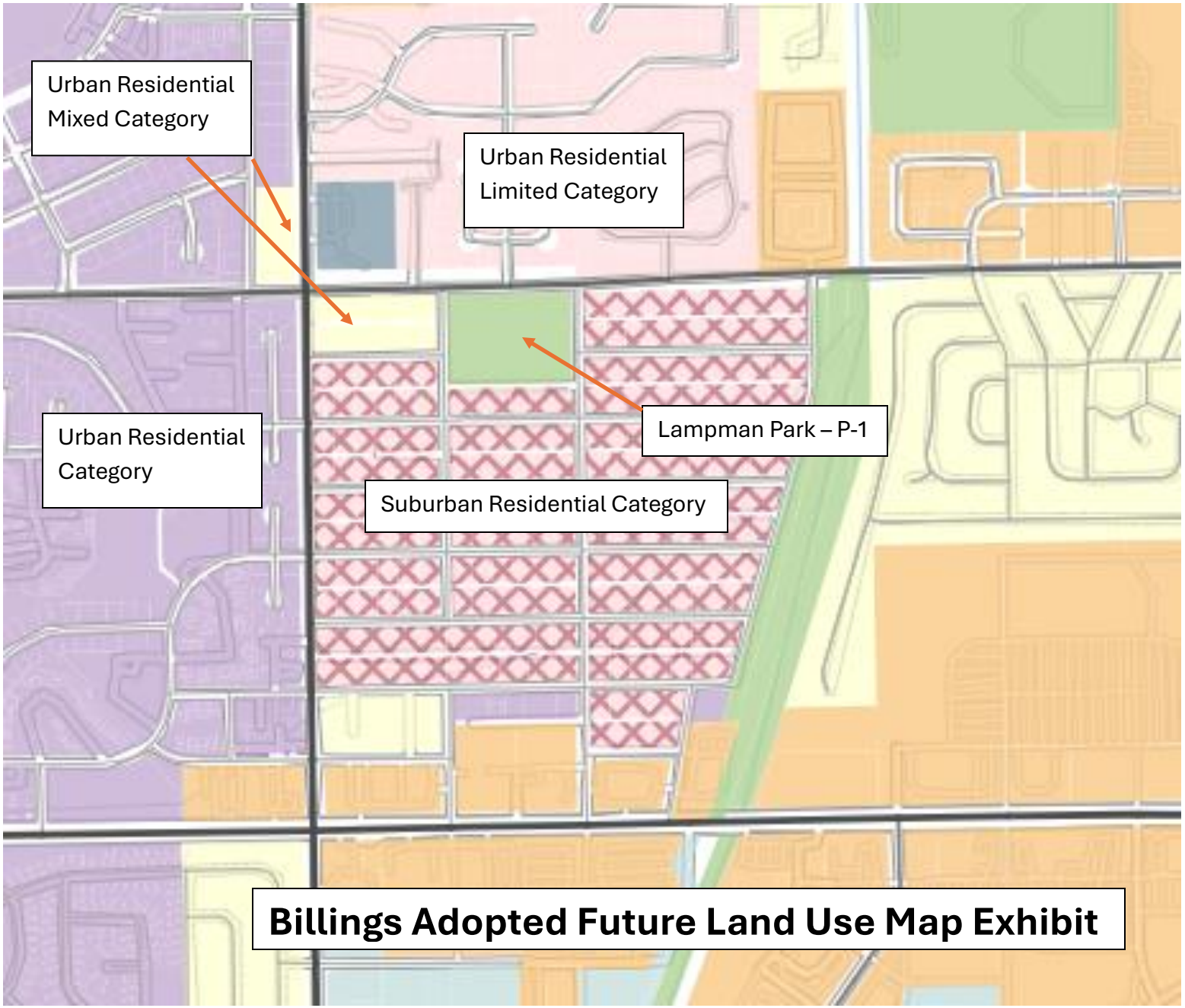
- City of Billings
- PRPL Department
- Property buyer Cal Kunkel
- Billings residents seeking housing options

ALTERNATIVES

Given the City Council has already executed a PSA that requires it to amend the Future Land Use Map for completion of the property sale. To avoid violating the PSA it approved on October 12, the Council has one alternative, which is to initiate amendment of the FLUM Land Use Category for Lampman Park.

Attachments

FLUM Lampman Park Exhibit


Urban Residential Mixed Category
Urban Residential Limited Category
Urban Residential Category
Lampman Park – P-1
Suburban Residential Category
Billings Adopted Future Land Use Map Exhibit

Consent 1. Q.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Second/Final Reading - Amendment to Ordinance 24-441 through 24-443.1, 24-445, 24-1004, 24-1007, 24-1008, and 24-1011
PRESENTED BY: Tracy Scott, Parking Manager
Department: Parking
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION
Staff recommends the City Council approve the second and final reading of the ordinance amendments BMCC 24-441 through 24-443.1, 24-445, 24-1004, 24-1007, 24-1008, and 24-1011, Traffic and Motor Vehicles.

EXECUTIVE SUMMARY
Staff recommends the City Council approve the second and final reading of amendments to BMCC Title 24, Traffic and Motor Vehicles, specifically Sections 24-441 through 24-443.1, 24-445, 24-1004, 24-1007, 24-1008, and 24-1011.
The amendments update the City's accessible parking provisions to align with current state and federal requirements, revise terminology and enforcement procedures, establish a $250 accessible parking penalty, update the process for presenting valid disability parking authorization, and increase the unpaid parking citation threshold for vehicle immobilization from $50 to $200.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
At its meeting on October 12, 2026, the City Council conducted a public hearing and approved the first reading of the proposed ordinance amendments BMCC 24-441 Purpose; 24-442 Definitions; 24-443 Accessible parking; extent of privileges; prohibited parking; 24-443.1 Requirements for accessible parking spaces; 24-445 Penalty; 24-1004 Parking violation-Procedure generally; 24-1007 Authorization to tow or use vehicle immobilizer; 24-1008 Procedure for vehicle immobilization; and 24-1011 Penalty for violations with a vote of 10-1.
The amendments update City Code to align with current state and federal requirements, revise terminology and accessible parking provisions, establish a $250 accessible parking fine, update the process for presenting valid disability parking authorization, and increase the unpaid parking citation threshold for vehicle immobilization from $50 to $200.
A clean version of the amended ordinance is attached to this staff memo for final approval.

FISCAL EFFECTS
The ordinance amendments establish a $250 penalty for accessible parking violations and increase the unpaid parking citation threshold for vehicle immobilization from $50 to $200. These changes may affect parking citation revenue and the timing of vehicle immobilization activity. However, no significant negative fiscal impact to the Parking Division is anticipated.

STAKEHOLDERS
The ordinance amendments affect persons who use accessible parking, property owners and businesses with accessible parking spaces, and City departments and other agencies responsible for parking enforcement. The amendments provide clearer and more consistent standards for accessible parking and enforcement.

ALTERNATIVES
City Council may:

- Approve the ordinance amendments on second/final reading as submitted; or,
- Not approve the ordinance amendments on second/final reading as submitted.

Attachments

Accessible Parking_Violations Redline Version
Accessible Parking_Violations Clean Version

ORDINANCE 26-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING SECTIONS 24-441THOUGH 24-443.1, 24-445, 24-1004, 24-24-1007, 24-1008, AND 24-1011 ~~AND REPEALING~~

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Section 24-441 through 24-443.1, 24-445, 24-1004, 24-1007, 24-1008, and 24-1011 of the Billings, Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

DIVISION 3. ACCESSIBLE PARKING FOR PERSONS WITH DISABILITIES~~SPECIAL PARKING PRIVILEGES FOR HANDICAPPED INDIVIDUALS~~

Sec. 24-441. Purpose.

The purpose of this division is to provide and allow accessible parking privileges for persons with disabilities~~special parking privileges for certain handicapped persons~~ and to effect certain provisions of MCA Title 49, Chapter 4, Part 3 (section 49-4-301 et seq.).

(Ord. No. 84-4571, § 1, 2-27-84)

Sec. 24-442. Definitions.

For purposes of this division, the following terms have the meanings provided below:

(a) ~~The term~~ Disability parking authorization~~"special parking permit", as used in this division~~, means:

(1) A disability parking permit, disability parking placard, disability license plate, or any other permit, placard, plate, or authorization issued under Montana law as authorizing the use of accessible parking spaces. ~~special handicapped parking permit issued by the state department of justice or a~~

~~special one hundred (100) percent disabled veteran license plate issued under 61-3-332(10)(c), MCA~~;

(2) A disability parking permit, disability parking placard, disability license plate, or any other permit, placard, plate, or authorization issued by another jurisdiction that authorizes the use of accessible parking spaces similar to those issued under Montana law. ~~A distinguishing handicapped person's license plate or placard issued by a foreign jurisdiction~~.

(b) "Accessible parking space" means a parking space designated for use by a vehicle displaying a disability parking authorization, whether located on public property or on private property available for public use.

(c) "Access aisle" means the striped or otherwise designated area adjacent to an accessible parking space that is reserved to provide access to or from a vehicle lawfully parked in the accessible parking space.

(d) "Person with a disability" or "disability" means a person who has a disability that limits or impairs the person's mobility and who meets the eligibility criteria for a disability parking authorization.

(e) "Vehicle" means any device or conveyance propelled in whole or in part by motor power and used for transporting persons or property, regardless of the number of wheels or physical configuration, including but not limited to automobiles, trucks, buses, motorcycles, and vehicles powered by gasoline, diesel, electricity, hydrogen, or other sources of power.

(Ord. No. 84-4571, § 2, 2-27-84; Ord. No. 88-4758, § 2, 4-18-88; Ord. No. 93-4944, § 1, 11-15-93)

Sec. 24-443. Accessible parking; extent of privileges; prohibited parking.~~Extent of privileges~~.

(a) The disability~~special~~ parking authorization, when lawfully displayed or affixed as required by Montana law,~~permit~~ entitles a person to park a motor vehicle in accessible parking spaces~~special parking spaces reserved for handicapped persons~~ whether on public property or on private property available for public use, when the person for whom the disability parking authorization was issued is using the parking space to enter or exit the vehicle~~.~~

(b) A vehicle may not stop, stand, or park in an accessible parking space unless:~~other than one lawfully displaying a valid special parking permit prominently displayed in the windshield and conveying a handicapped person or special license plates and carrying a one hundred (100) percent disabled veteran may not be parked in a parking space on public or private property that is clearly identified by an official sign as being reserved for use by handicapped persons.~~

(1) The vehicle is lawfully displaying a valid disability parking authorization, and the accessible parking space is being used by the person for whom the disability parking authorization was issued to enter or exit the vehicle; or

(2) The vehicle is being used to transport a person with a disability and is temporarily stopping, standing, or parking in the accessible parking space only for the purpose of loading or unloading the person with a disability.

(c) A vehicle may not stop, stand, or park in an access aisle, regardless of whether the vehicle is lawfully displaying a disability parking authorization.~~Handicapped persons prominently displaying a special parking permit in the windshield or special license plates are exempt from all parking charges and fees imposed for parking on public streets or in designated handicapped places in public parking lots or public parking garages and are exempt from any time limitation imposed upon parking in such area except in areas where:~~

(d) Vehicles lawfully displaying a disability parking authorization are exempt from any time limitations imposed upon parking in public places along public streets, except in areas where:

(1) Stopping, standing or parking of all vehicles is prohibited;

(2) Only special vehicles may be parked; or

(3) Parking is not allowed during specific periods of the day in order to accommodate heavy traffic.~~; or~~

In addition, as a local parking management policy intended to encourage off-street parking and preserve on-street parking availability, the City may exempt vehicles lawfully displaying a disability parking authorization from parking charges and fees imposed for parking in designated accessible parking spaces in city-owned or city-operated public on-street timed parking spaces, excluding ten (10) minute and loading zone spaces, public parking lots and public parking garages, unless otherwise posted for security, operational, or facility-management reasons.~~(4) Time limitations are placed on handicapped parking because of security and operational reasons such as handicapped parking spaces at Billings Logan International Airport.~~

(e) Notice of penalty for violation of this division is not required at the site of an accessible parking space.

(Ord. No. 84-4571, § 3, 2-27-84; Ord. No. 85-4630, § 1, 3-18-85; Ord. No. 93-4944, § 2, 11-15-93; Ord. No. 99-5092, § 1, 7-12-99)

Sec. 24-443.1. Requirements for ~~handicapped~~accessible parking spaces.

(a) Accessible parking spaces shall be provided, designed, constructed, and located as required by applicable federal and state law.

(b) Each required accessible parking space shall be identified and signed as required by applicable federal and state law, including the signage requirements of MCA § 49-4-302(6)(a).

(c) Required accessible parking spaces shall be maintained as required by applicable federal and state law, including the requirements of MCA § 49-4-302(6)(b).~~All handicapped parking spaces constructed after September 30, 1985, and reserved for handicapped persons or special parking permit holders on ways of this state open to the public as defined in 61-8-101, MCA must comply with the following requirements.~~

~~(1) The space must be located on a smooth, level surface as near as practicable to building entrances or walkways that have curb cuts and appropriately designed ramps and access lanes to accommodate wheelchairs.~~

~~(2) If parallel to curbside, the parking space must be separated from an adjacent space, either in the front or the rear, by at least five (5) feet of striped no parking area.~~

~~(3) If at an angle to curbside, the parking space must be at least eight (8) feet wide and free of obstruction if located at the end of a line of angle parking spaces, and each other angle parking space designated for handicapped persons must be at least thirteen (13) feet wide.~~

~~(4) A parking space reserved for handicapped persons must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and stating the penalty for a violation. In order to meet the penalty statement requirement, signs existing on October 1, 1993, must have attached a decal stating the penalty for a violation. The sign must be attached to a wall or post in such a way that it is not obscured by a vehicle parking in the space.~~

(Ord. No. 93-4944, § 3, 11-15-93)

Sec. 24-445. Penalty.

A violation of the provisions in division 3 – accessible parking for persons with disabilities is designated as a municipal infraction. Alleged violations shall be enforced under and subject to the penalties and procedures as provided in article 24-1000.~~A person who parks a motor vehicle in violation of this division shall be subject to a civil penalty of one hundred dollars ($100.00). However, a person charged with violating this division shall not be subject to any penalty if within twenty-four (24) hours the person produces in court or the office of the arresting officer a special parking permit that was previously issued to the person and that was valid at the time the citation was issued.~~

(Ord. No. 93-4944, § 4, 11-15-93; Ord. No. 02-5232, § 9, 12-9-02; Ord. No. 10-5501, § 1, 1-11-10)

Sec. 24-1004. Parking violation—Procedure generally.

(a) ***Violation for improperly parked vehicle.***

(1) Whenever any motor vehicle, unattached trailer, or unattached camper, with or without a driver, is found parked or stopped in violation of any of the restrictions imposed by ordinance of this city or by state law, the vehicle may be cited for the appropriate parking violation. The citation shall be in a form authorized by the city. The city employee issuing the citation shall note the vehicle's license plate or vehicle identification number and any other information concerning the vehicle that will identify it and, if the driver is not present, shall serve the citation by placing same on the vehicle, by serving the citation on the owner/operator of the vehicle in person, or by serving the citation by regular mail on the registered owner at the registered owner's address as shown on the records of the motor vehicle division of the owner's state of residence.

(2) The registered owner of a vehicle at the time the violation occurred shall be liable for all fines, fees and penalties related to the specific violation.

(3) The registered owner at the time a vehicle is found to be in violation of any provisions of this article shall remain liable for all violations despite having subsequently sold, transferred, or otherwise conveyed the vehicle.

(4) A citation issued for a violation of BMCC 24-443, or for violation of Montana law regarding accessible parking spaces or access aisles, shall be voided if, within three (3) business days after the date the citation is issued, the person cited presents to the parking division a disability parking permit, disability parking placard, disability license plate, qualifying disabled veteran license plate, or other authorization recognized under applicable law that was issued to that person before the violation occurred and was valid at the time of the violation.

(b) *Citations.* Employees under the supervision of the parking manager, as well as code enforcement personnel, college campus police, airport police and those under the supervision of the chief of police are authorized to provide enforcement of parking regulations and issue related citations for parking violations as set forth in the BMCC or violations of MCA tit. 61 (Motor Vehicles) and MCA 49-4-302 (Disability Parking Permits). Employees under the supervision of the parking manager and under the supervision of the chief of police are authorized to immobilize and/or impound a vehicle in accordance with this section.

(1) The form of the citation shall be designated by the city, but shall contain in substance the following information:

a. A statement that the citation represents a determination that a violation of this article or other parking prohibition has been committed

by the owner or user of the vehicle and that the determination shall be final unless contested as provided by this article;

b. A statement that failure to pay a violation may result in immobilization and/or impoundment of the vehicle for which the owner may be liable for penalties and fees, including towing, handling and storage costs;

c. A statement of the specific provision of this article violated and for which the citation was issued;

d. A statement of the monetary penalty established for the parking violation, including that the violation may subject the owner to additional administrative fees if not paid within twelve (12) calendar days of the date of issuance of the citation; and

e. Information advising the owner of the vehicle that they must admit the violation and pay the associated penalty, or deny the violation and request an appeal pursuant to subsection (d).

(2) The citation represents a determination that a violation has been committed, and such determination shall be final unless contested as provided herein.

(3) Nothing herein shall be deemed to invalidate any previous notice or citation issued by the city regarding a violation under this article or other parking prohibition.

(4) The original citation must be filed with the parking division and may be disposed of only by official action of the city or by payment of a fine to the finance department or parking division.

(c) *Response to citation required.*

(1) Any person who receives a citation for~~of~~ a violation of this article shall respond to such citation as provided herein within twelve (12) calendar days of the date of the issuance of the citation, by either paying the penalty set forth in the citation or requesting an administrative appeal pursuant to subsection (d) of this section. If the person receiving the citation fails within twelve (12) calendar days to either pay the penalty or to request an administrative appeal, said failure shall result in the assessment of an administrative fee as established by resolution which shall be in addition to the penalty.

(2) If the owner of a vehicle cited for a parking violation has not responded to the citation within twelve (12) calendar days as provided in subsection (c)(1) of this section, the city shall send a written notice of the citation no more than sixty (60) calendar days from the date of issuance of the citation by regular mail to the last known address of the registered owner of the vehicle. Such notice shall state that if the owner of the vehicle does not respond to the written notice within thirty (30) days from the date of

issuance of the notice of the citation by either paying the penalty and possible administrative fee or by requesting in writing an administrative appeal pursuant to these procedures, the owner shall be deemed to have waived the owner's right to an administrative appeal and the determination that a violation was committed shall be considered final. Any person who fails to request an administrative appeal or pay the fine described in this subsection shall be deemed to have refused to pay the fine levied by the citation and shall authorize the city to proceed to collect the fine and all possible administrative fees in any manner available to the city.

(3) All payments made by a person regarding a citation issued under this article shall be paid only to the finance department or parking division.

(d) *Administrative appeal of parking citation.* Any person cited for a violation of this article may contest the determination that a violation occurred by submitting to the city a notice of administrative appeal of the parking citation within the time parameters set forth in subsection (c) of this section. The notice of appeal must contain a written statement detailing the appellant's argument that the citation was issued in error and may include photographs, or any other information the appellant wishes to rely upon. Parking division manager ("administrative reviewer") shall review the information submitted and, within twenty (20) calendar days of receipt of the notice of appeal, the city shall inform the appellant via regular mail or other communication approved by the appellant, whether the citation is affirmed, modified, or dismissed. If the citing officer's decision is affirmed or modified, the petitioner shall have twelve (12) calendar days from the date of official communication of the administrative reviewer's decision to pay the penalty. Failure to pay within the twelve (12) calendar day period shall result in the assessment of an administrative fee as established by resolution which shall be in addition to the penalty, and shall authorize the city to proceed to collect the fine and all administrative fees in any manner available to the city.

(e) *Rehearing and judicial review.*

(1) The city administrator or a designee shall be responsible for review of an administrative reviewer's decision. In no event shall the administrative reviewer whose decision is being reviewed be the designee.

(2) A request for review of a decision of an administrative reviewer shall be submitted to the city administrator or designee within twelve (12) calendar days of the administrative reviewer's determination. This written request may include a request for a hearing. Upon receipt of such request, the city administrator or designee will schedule a time and place for hearing within twenty-one (21) calendar days of receipt of the request and will provide written notice of the date and time to the appellant. The city administrator or designee shall have the power to review the facts and the law in order to affirm, reverse, or modify any original decision for error of fact or law.

(3) Procedure. The hearing shall afford a reasonable opportunity for appellant(s) to demonstrate by the statements of witnesses and other evidence that the citation was invalid or unjustified. The city administrator or designee shall establish the necessary rules and regulations regarding the conduct of such hearings.

(4) Appearance of officer. The officer or other person authorized by the city who issued the citation shall not be required to appear at the hearing unless the city administrator or a designee determines that the officer's presence is required. The city administrator or a designee may grant one postponement if the officer is not available at the time of the hearing.

(5) Determination. At the conclusion of the hearing, the city administrator or a designee shall immediately render a decision, either finding the appellant liable and assessing a fine in the appropriate amount as authorized by the BMCC or declaring the violation unproven.

(6) Failure to appear. Failure of the appellant to appear at a hearing when required to appear shall constitute an admission of the parking violation and shall subject the person charged with the violation to the appropriate fines and costs assessed by the city acting through the city administrator or a designee and shall authorize the city to proceed to collect the fine and all administrative fees in any manner available to the city.

(7) The decision of the city administrator or a designee shall be the final decision by the city and the appropriate fines and costs assessed by the city acting through the city administrator or designee shall be due immediately. Any person aggrieved by a decision may file a petition for judicial review in the Billings Municipal Court. An appeal must be brought within thirty (30) calendar days from the date of the decision of the city administrator or a designee, and shall be confined to review of the record and questions of law.

(Code 1967, § 11.80.050; Ord. No. 88-4758, § 13, 4-18-88; Ord. No. 93-4945, § 1, 4-26-93; Ord. No. 24-5890, § 4, 8-26-24)

Sec. 24-1007. Authorization to tow or use vehicle immobilizer.

In addition to, or as an alternative to towing, the city administrator or designee is authorized to use a vehicle immobilizer ("boot") to immobilize any vehicle that is parked in a city parking space or along any right-of-way within the city limits and that has any number of unpaid parking tickets totaling two hundred dollars ($200.00)~~fifty dollars ($50.00)~~ or more.

(Ord. No. 91-4883, § 3, 8-5-91; Ord. No. 93-4945, § 2, 4-26-93; Ord. No. 04-5270, § 1, 4-12-04; Ord. No. 06-5385, § 1, 9-11-06)

Sec. 24-1008. Procedure for vehicle immobilization.

If the city administrator or designee chooses to immobilize a vehicle with a boot as allowed by section 24-1007, then the city administrator or designee shall conspicuously affix to such vehicle a notice in writing notifying the owner, driver or person in charge of such vehicle that such vehicle has unpaid parking tickets totaling two hundred dollars ($200.00)~~fifty dollars ($50.00)~~ or more and will be immobilized in forty-eight (48) hours. After forty-eight (48) hours the city administrator or designee shall conspicuously affix to such vehicle a notice in writing notifying the owner, driver or person in charge of such vehicle: that such vehicle has been immobilized by the city for violation of one or more provisions of this chapter; that release from such immobilization may be obtained at a designated place; that unless arrangements are made for the release of such vehicle within forty-eight (48) hours the vehicle will be impounded and towed as provided in section 24-1009; and that removing or attempting to remove the immobilization device from the vehicle, or removing or attempting to move the vehicle from the place at which the immobilization device was affixed to the vehicle before a release is obtained is unlawful.

It shall be a misdemeanor punishable as provided in section 1-110 for any person to remove or attempt to remove any immobilization device or to move any immobilized vehicle from the place at which the immobilization device was affixed to the vehicle before a release is obtained from the city administrator or designee. An immobilized vehicle shall not be released by the city until a fee of one-hundred dollars ($100.00) for the immobilization is paid, together with payment of all outstanding parking fines, or posting of bond as allowed by subsection 24-1009.5(b).

If the vehicle has remained immobilized for a period of forty-eight (48) hours and a release has not been obtained, then the city administrator or designee shall have the vehicle impounded and towed as provided in section 24-1009.

(Ord. No. 91-4883, § 5, 8-5-91; Ord. No. 04-5270, § 1, 4-12-04; Ord. No. 06-5385, § 2, 9-11-06)

Editor's note(s)—Ord. No. 91-4883, § 4, adopted Aug. 5, 1991, repealed former § 24-1008, relative to official neglect in fine disposition, and § 5 of said Ord. No. 91-4883 enacted a new § 24-1008 to read as herein set out. The provisions of former § 24-1008 derived from Code 1967, § 11.80.100; Ord. No. 88-4758, § 17, adopted April 18, 1988.

Sec. 24-1011. Penalty for violations.

(a) Except as provided in subsection (b), the city administrator or designee shall establish a bond schedule for parking violations subject to the maximum penalties established in section 1-110 and section 18-1304.

(b) The penalty for each violation of division 3 – accessible parking for persons with disabilities shall be a fine of $250.00.~~The city administrator or designee shall~~

~~establish a bond schedule for parking violations subject to the maximum penalties established in section 1-110 and section 18-1304.~~

(Code 1967, § 11.80.120; Ord. No. 87-4731, 4-20-87; Ord. No. 91-4883, § 11, 8-5-91; Ord. No. 02-5232, § 17, 12-9-02; Ord. No. 06-5385, § 4, 9-11-06; Ord. No. 10-5501, § 1, 1-11-10)

Section ____. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section ____. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section ____. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the _____ day of _____, 2026.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2026.

CITY OF BILLINGS

BY:_____
Mike Nelson, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk

ORDINANCE 26-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING SECTIONS 24-441THOUGH 24-443.1, 24-445, 24-1004, 24-24-1007, 24-1008, AND 24-1011

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Section 24-441 through 24-443.1, 24-445, 24-1004, 24-1007, 24-1008, and 24-1011of the Billings, Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

DIVISION 3. ACCESSIBLE PARKING FOR PERSONS WITH DISABILITIES

Sec. 24-441. Purpose.

The purpose of this division is to provide and allow accessible parking privileges for persons with disabilities and to effect certain provisions of MCA Title 49, Chapter 4, Part 3 (section 49-4-301 et seq.).

(Ord. No. 84-4571, § 1, 2-27-84)

Sec. 24-442. Definitions.

For purposes of this division, the following terms have the meanings provided below:

(a) Disability parking authorization means:

(1) A disability parking permit, disability parking placard, disability license plate, or any other permit, placard, plate, or authorization issued under Montana law as authorizing the use of accessible parking spaces;

(2) A disability parking permit, disability parking placard, disability license plate, or any other permit, placard, plate, or authorization issued by another jurisdiction that authorizes the use of accessible parking spaces similar to those issued under Montana law.

(b) "Accessible parking space" means a parking space designated for use by a vehicle displaying a disability parking authorization, whether located on public property or on private property available for public use.

(c) "Access aisle" means the striped or otherwise designated area adjacent to an accessible parking space that is reserved to provide access to or from a vehicle lawfully parked in the accessible parking space.

(d) "Person with a disability" or "disability" means a person who has a disability that limits or impairs the person's mobility and who meets the eligibility criteria for a disability parking authorization.

(e) "Vehicle" means any device or conveyance propelled in whole or in part by motor power and used for transporting persons or property, regardless of the number of wheels or physical configuration, including but not limited to automobiles, trucks, buses, motorcycles, and vehicles powered by gasoline, diesel, electricity, hydrogen, or other sources of power.

(Ord. No. 84-4571, § 2, 2-27-84; Ord. No. 88-4758, § 2, 4-18-88; Ord. No. 93-4944, § 1, 11-15-93)

Sec. 24-443. Accessible parking; extent of privileges; prohibited parking.

(a) The disability parking authorization, when lawfully displayed or affixed as required by Montana law, entitles a person to park a motor vehicle in accessible parking spaces whether on public property or on private property available for public use, when the person for whom the disability parking authorization was issued is using the parking space to enter or exit the vehicle

(b) A vehicle may not stop, stand, or park in an accessible parking space unless:

(1) The vehicle is lawfully displaying a valid disability parking authorization, and the accessible parking space is being used by the person for whom the disability parking authorization was issued to enter or exit the vehicle; or

(2) The vehicle is being used to transport a person with a disability and is temporarily stopping, standing, or parking in the accessible parking space only for the purpose of loading or unloading the person with a disability.

(c) A vehicle may not stop, stand, or park in an access aisle, regardless of whether the vehicle is lawfully displaying a disability parking authorization.

(d) Vehicles lawfully displaying a disability parking authorization are exempt from any time limitations imposed upon parking in public places along public streets, except in areas where:

(1) Stopping, standing or parking of all vehicles is prohibited;

(2) Only special vehicles may be parked; or

(3) Parking is not allowed during specific periods of the day in order to accommodate heavy traffic.

In addition, as a local parking management policy intended to encourage off-street parking and preserve on-street parking availability, the City may exempt vehicles lawfully displaying a disability parking authorization from parking charges and fees imposed for parking in designated accessible parking spaces in city-owned or city-operated public on-street timed parking spaces, excluding ten (10) minute and loading zone spaces, public parking lots and public parking garages, unless otherwise posted for security, operational, or facility-management reasons.

(e) Notice of penalty for violation of this division is not required at the site of an accessible parking space.

(Ord. No. 84-4571, § 3, 2-27-84; Ord. No. 85-4630, § 1, 3-18-85; Ord. No. 93-4944, § 2, 11-15-93; Ord. No. 99-5092, § 1, 7-12-99)

Sec. 24-443.1. Requirements for accessible parking spaces.

(a) Accessible parking spaces shall be provided, designed, constructed, and located as required by applicable federal and state law.

(b) Each required accessible parking space shall be identified and signed as required by applicable federal and state law, including the signage requirements of MCA § 49-4-302(6)(a).

(c) Required accessible parking spaces shall be maintained as required by applicable federal and state law, including the requirements of MCA § 49-4-302(6)(b).

(Ord. No. 93-4944, § 3, 11-15-93)

Sec. 24-445. Penalty.

A violation of the provisions in division 3 – accessible parking for persons with disabilities is designated as a municipal infraction. Alleged violations shall be enforced under and subject to the penalties and procedures as provided in article 24-1000.

(Ord. No. 93-4944, § 4, 11-15-93; Ord. No. 02-5232, § 9, 12-9-02; Ord. No. 10-5501, § 1, 1-11-10)

Sec. 24-1004. Parking violation—Procedure generally.

(a) ***Violation for improperly parked vehicle.***

(1) Whenever any motor vehicle, unattached trailer, or unattached camper, with or without a driver, is found parked or stopped in violation of any of the restrictions imposed by ordinance of this city or by state law, the vehicle may be cited for the appropriate parking violation. The citation shall be in a

form authorized by the city. The city employee issuing the citation shall note the vehicle's license plate or vehicle identification number and any other information concerning the vehicle that will identify it and, if the driver is not present, shall serve the citation by placing same on the vehicle, by serving the citation on the owner/operator of the vehicle in person, or by serving the citation by regular mail on the registered owner at the registered owner's address as shown on the records of the motor vehicle division of the owner's state of residence.

(2) The registered owner of a vehicle at the time the violation occurred shall be liable for all fines, fees and penalties related to the specific violation.

(3) The registered owner at the time a vehicle is found to be in violation of any provisions of this article shall remain liable for all violations despite having subsequently sold, transferred, or otherwise conveyed the vehicle.

(4) A citation issued for a violation of BMCC 24-443, or for violation of Montana law regarding accessible parking spaces or access aisles, shall be voided if, within three (3) business days after the date the citation is issued, the person cited presents to the parking division a disability parking permit, disability parking placard, disability license plate, qualifying disabled veteran license plate, or other authorization recognized under applicable law that was issued to that person before the violation occurred and was valid at the time of the violation.

(b) *Citations.* Employees under the supervision of the parking manager, as well as code enforcement personnel, college campus police, airport police and those under the supervision of the chief of police are authorized to provide enforcement of parking regulations and issue related citations for parking violations as set forth in the BMCC or violations of MCA tit. 61 (Motor Vehicles) and MCA 49-4-302 (Disability Parking Permits). Employees under the supervision of the parking manager and under the supervision of the chief of police are authorized to immobilize and/or impound a vehicle in accordance with this section.

(1) The form of the citation shall be designated by the city, but shall contain in substance the following information:

a. A statement that the citation represents a determination that a violation of this article or other parking prohibition has been committed by the owner or user of the vehicle and that the determination shall be final unless contested as provided by this article;

b. A statement that failure to pay a violation may result in immobilization and/or impoundment of the vehicle for which the owner may be liable for penalties and fees, including towing, handling and storage costs;

c. A statement of the specific provision of this article violated and for which the citation was issued;

d. A statement of the monetary penalty established for the parking violation, including that the violation may subject the owner to additional administrative fees if not paid within twelve (12) calendar days of the date of issuance of the citation; and

e. Information advising the owner of the vehicle that they must admit the violation and pay the associated penalty or deny the violation and request an appeal pursuant to subsection (d).

(2) The citation represents a determination that a violation has been committed, and such determination shall be final unless contested as provided herein.

(3) Nothing herein shall be deemed to invalidate any previous notice or citation issued by the city regarding a violation under this article or other parking prohibition.

(4) The original citation must be filed with the parking division and may be disposed of only by official action of the city or by payment of a fine to the finance department or parking division.

(c) *Response to citation required.*

(1) Any person who receives a citation for a violation of this article shall respond to such citation as provided herein within twelve (12) calendar days of the date of the issuance of the citation, by either paying the penalty set forth in the citation or requesting an administrative appeal pursuant to subsection (d) of this section. If the person receiving the citation fails within twelve (12) calendar days to either pay the penalty or to request an administrative appeal, said failure shall result in the assessment of an administrative fee as established by resolution which shall be in addition to the penalty.

(2) If the owner of a vehicle cited for a parking violation has not responded to the citation within twelve (12) calendar days as provided in subsection (c)(1) of this section, the city shall send a written notice of the citation no more than sixty (60) calendar days from the date of issuance of the citation by regular mail to the last known address of the registered owner of the vehicle. Such notice shall state that if the owner of the vehicle does not respond to the written notice within thirty (30) days from the date of issuance of the notice of the citation by either paying the penalty and possible administrative fee or by requesting in writing an administrative appeal pursuant to these procedures, the owner shall be deemed to have waived the owner's right to an administrative appeal and the determination that a violation was committed shall be considered final. Any person who fails to request an administrative appeal or pay the fine described in this subsection shall be deemed to have refused to pay the fine levied by the citation and shall authorize the city to proceed to collect the fine and all possible administrative fees in any manner available to the city.

(3) All payments made by a person regarding a citation issued under this article shall be paid only to the finance department or parking division.

(d) *Administrative appeal of parking citation.* Any person cited for a violation of this article may contest the determination that a violation occurred by submitting to the city a notice of administrative appeal of the parking citation within the time parameters set forth in subsection (c) of this section. The notice of appeal must contain a written statement detailing the appellant's argument that the citation was issued in error and may include photographs, or any other information the appellant wishes to rely upon. Parking division manager ("administrative reviewer") shall review the information submitted and, within twenty (20) calendar days of receipt of the notice of appeal, the city shall inform the appellant via regular mail or other communication approved by the appellant, whether the citation is affirmed, modified, or dismissed. If the citing officer's decision is affirmed or modified, the petitioner shall have twelve (12) calendar days from the date of official communication of the administrative reviewer's decision to pay the penalty. Failure to pay within the twelve (12) calendar day period shall result in the assessment of an administrative fee as established by resolution which shall be in addition to the penalty and shall authorize the city to proceed to collect the fine and all administrative fees in any manner available to the city.

(e) *Rehearing and judicial review.*

(1) The city administrator or a designee shall be responsible for review of an administrative reviewer's decision. In no event shall the administrative reviewer whose decision is being reviewed be the designee.

(2) A request for review of a decision of an administrative reviewer shall be submitted to the city administrator or designee within twelve (12) calendar days of the administrative reviewer's determination. This written request may include a request for a hearing. Upon receipt of such request, the city administrator or designee will schedule a time and place for hearing within twenty-one (21) calendar days of receipt of the request and will provide written notice of the date and time to the appellant. The city administrator or designee shall have the power to review the facts and the law in order to affirm, reverse, or modify any original decision for error of fact or law.

(3) Procedure. The hearing shall afford a reasonable opportunity for appellant(s) to demonstrate by the statements of witnesses and other evidence that the citation was invalid or unjustified. The city administrator or designee shall establish the necessary rules and regulations regarding the conduct of such hearings.

(4) Appearance of officer. The officer or other person authorized by the city who issued the citation shall not be required to appear at the hearing unless the city administrator or a designee determines that the officer's presence is required. The city administrator or a designee may grant one postponement if the officer is not available at the time of the hearing.

(5) Determination. At the conclusion of the hearing, the city administrator or a designee shall immediately render a decision, either finding the appellant liable and assessing a fine in the appropriate amount as authorized by the BMCC or declaring the violation unproven.

(6) Failure to appear. Failure of the appellant to appear at a hearing when required to appear shall constitute an admission of the parking violation and shall subject the person charged with the violation to the appropriate fines and costs assessed by the city acting through the city administrator or a designee and shall authorize the city to proceed to collect the fine and all administrative fees in any manner available to the city.

(7) The decision of the city administrator or a designee shall be the final decision by the city and the appropriate fines and costs assessed by the city acting through the city administrator or designee shall be due immediately. Any person aggrieved by a decision may file a petition for judicial review in the Billings Municipal Court. An appeal must be brought within thirty (30) calendar days from the date of the decision of the city administrator or a designee, and shall be confined to review of the record and questions of law.

(Code 1967, § 11.80.050; Ord. No. 88-4758, § 13, 4-18-88; Ord. No. 93-4945, § 1, 4-26-93; Ord. No. 24-5890, § 4, 8-26-24)

Sec. 24-1007. Authorization to tow or use vehicle immobilizer.

In addition to, or as an alternative to towing, the city administrator or designee is authorized to use a vehicle immobilizer ("boot") to immobilize any vehicle that is parked in a city parking space or along any right-of-way within the city limits and that has any number of unpaid parking tickets totaling two hundred dollars ($200.00) or more.

(Ord. No. 91-4883, § 3, 8-5-91; Ord. No. 93-4945, § 2, 4-26-93; Ord. No. 04-5270, § 1, 4-12-04; Ord. No. 06-5385, § 1, 9-11-06)

Sec. 24-1008. Procedure for vehicle immobilization.

If the city administrator or designee chooses to immobilize a vehicle with a boot as allowed by section 24-1007, then the city administrator or designee shall conspicuously affix to such vehicle a notice in writing notifying the owner, driver or person in charge of such vehicle that such vehicle has unpaid parking tickets totaling two hundred dollars ($200.00) or more and will be immobilized in forty-eight (48) hours. After forty-eight (48) hours the city administrator or designee shall conspicuously affix to such vehicle a notice in writing notifying the owner, driver or person in charge of such vehicle: that such vehicle has been immobilized by the city for violation of one or more provisions of this chapter; that release from such immobilization may be obtained at a designated place; that unless arrangements are made for the release of such vehicle within forty-eight (48) hours the vehicle will be impounded and towed as provided in section 24-

1009; and that removing or attempting to remove the immobilization device from the vehicle, or removing or attempting to move the vehicle from the place at which the immobilization device was affixed to the vehicle before a release is obtained is unlawful.

It shall be a misdemeanor punishable as provided in section 1-110 for any person to remove or attempt to remove any immobilization device or to move any immobilized vehicle from the place at which the immobilization device was affixed to the vehicle before a release is obtained from the city administrator or designee. An immobilized vehicle shall not be released by the city until a fee of one-hundred dollars ($100.00) for the immobilization is paid, together with payment of all outstanding parking fines, or posting of bond as allowed by subsection 24-1009.5(b).

If the vehicle has remained immobilized for a period of forty-eight (48) hours and a release has not been obtained, then the city administrator or designee shall have the vehicle impounded and towed as provided in section 24-1009.

(Ord. No. 91-4883, § 5, 8-5-91; Ord. No. 04-5270, § 1, 4-12-04; Ord. No. 06-5385, § 2, 9-11-06)

Editor's note(s)—Ord. No. 91-4883, § 4, adopted Aug. 5, 1991, repealed former § 24-1008, relative to official neglect in fine disposition, and § 5 of said Ord. No. 91-4883 enacted a new § 24-1008 to read as herein set out. The provisions of former § 24-1008 derived from Code 1967, § 11.80.100; Ord. No. 88-4758, § 17, adopted April 18, 1988.

Sec. 24-1011. Penalty for violations.

(a) Except as provided in subsection (b), the city administrator or designee shall establish a bond schedule for parking violations subject to the maximum penalties established in section 1-110 and section 18-1304.

(b) The penalty for each violation of division 3 – accessible parking for persons with disabilities shall be a fine of $250.00.

(Code 1967, § 11.80.120; Ord. No. 87-4731, 4-20-87; Ord. No. 91-4883, § 11, 8-5-91; Ord. No. 02-5232, § 17, 12-9-02; Ord. No. 06-5385, § 4, 9-11-06; Ord. No. 10-5501, § 1, 1-11-10)

Section ____. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section ____. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section ____. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the _____ day of _____, 2026.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2026.

CITY OF BILLINGS

BY:_____
Mike Nelson, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk

Consent 1. R.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Second Reading Amending Billings, Montana City Code (BMCC), Section 2-552
PRESENTED BY: Karla Stanton, Human Resources Director
Department: Human Resources
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Following the vote by City Council on Monday, October 12, 2026, the attached ordinance is submitted for second and final reading amending Billings, Montana City Code (BMCC), Section 2-552, Human Relations Commission.

EXECUTIVE SUMMARY

On Monday, October 12, 2026, the City Council voted to amend the Human Relations Commission ordinance, Section 552 to remove the fixed monthly meeting date and time. The Human Relations Commission will continue to meet monthly, but the commission will now set its schedule as needed to support member availability. The meeting date and time will be posted on the Human Relations Commission's webpage.

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

The Human Relations Commission was required by ordinance to meet monthly on a specified date and time. Over time, this fixed schedule has limited the commission's ability to adjust meeting times to support member availability and ensure full participation. Amending the ordinance to remove the specific date and time allows the commission to set its monthly meeting schedule more effectively and respond to changing needs.

Public notices of the reading of this ordinance were published in the Yellowstone County News on September 18 and September 25, 2026. The first reading was completed on Monday, October 12, 2026, at the City Council Regular Meeting.

FISCAL EFFECTS

There are no fiscal effects of approving this ordinance.

STAKEHOLDERS

The stakeholders are members of the Human Relations Commission and the citizens of the City of Billings.

ALTERNATIVES

The City Council may choose to approve this amendment to remove the set meeting date and time and to post meeting information on the Human Relations Commission's website as presented to City Council on October 12, 2026.

The City Council may choose to reject this ordinance and the set meeting date and time would remain in the ordinance.

Attachments

Human Relations Commission Code Revision Section 552

ORDINANCE 26-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING SECTION 2-552

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Section 2-552 of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

Sec. 2-552. Functions and duties.

The function and duties of the Human Relations Commission shall be to:

(1) Promote mutual understanding and respect among all;

(2) Become informed on all matters concerning human relations and foster programs of community education with the object of improving human relations among all citizens of the community;

(3) Review and study, and assist with complaints, problems and specific situations arising between groups or individuals which result in tensions, discrimination, or prejudice in the city;

(4) Cooperate with and advise various groups and agencies in programs devoted to the improvement of human relations;

(5) Inform and make recommendations to the mayor and city council concerning any matters or programs brought before the commission for the furtherance and advancement of human relations and at least once a year submit a report of its work; and

(6) Refer all matters to the police commission department that are within its jurisdiction.

The Human Relations Commission shall meet monthly at a date and time as noted on the Commission's webpage.

Section 2. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 3. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the _____ day of _____, 2026.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2026.

CITY OF BILLINGS

BY: _____
Mike Nelson, Mayor

Attest:

BY: _____
Denise R. Bohlman, City Clerk

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Ridgeline Subdivision, 2nd Phase Annexation, Ward Boundary Ordinance 2nd Reading
PRESENTED BY: Hunter Kelly, Planner 1
Department: Planning & Community Services
Presentation: No
Legal Review: No
Project Number: AN-21-09

RECOMMENDATION

Staff recommends the City approve this ordinance on second reading, adding recently annexed property to Ward 5. Council held a public hearing on October 12, 2026, and recommended approval on first reading. This second reading action would be consistent with the first reading.

EXECUTIVE SUMMARY

Performance Engineering submitted a request to the Planning Division to annex the 2nd Phase of Ridgeline Subdivision. This ward boundary ordinance is being done to include this recently annexed land into election ward 5.

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

Performance Engineering on behalf of TKJ Development submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located East of South 48th Street West and south of Georgina Drive. The land being annexed is described as being Ridgeline Subdivision, Block 2, Lots 3-8 and Block 4, Lot 1 filed under Document No 4050464; including all adjacent Rights-of-Way. Said area containing 26.48 acres gross and 22.38 acres net, more or less. Also known as Phase 2 of Ridgeline Subdivision.

Ridgeline Subdivision was part of a phased annexation, originally approved in 2021 under Resolution 21-10986. This resolution was amended in 2024 (Resolution 24-11209) to address a discrepancy between the legal descriptions of the phasing boundary depicted between the subdivision plat and original annexation documents. Per the annexation resolution and annexation agreement, phase one (1) of this subdivision (Ridgeline Subdivion; All lots of Block 1; Lot 1, Block 2; a portion of Lot 2, Block 2, shown as "Phase 1" on sheets 3 and 4 of the plat; and Lot 1, Block 3) was annexed immediately. Phase two (2) of the subdivision (All remaining land within Ridgeline Subdivision, Block 2) was to be annexed subject to the conditions stipulated in the Annexation Agreement (Doc #3989874). Under this agreement, Phase 2 was to be annexed under the following terms:

> *"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 circumstances shall development of any kind 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 (August 21, 2021), the property will automatically be included in the City Limits. The City will initiate this through notification to the DOR."*

Planning staff consulted with the Legal Department regarding the request, which deemed it was not necessary to bring a subsequent resolution of annexation forward for City Council's review as specifically related to Phase 2. As of writing this staff report, both City GIS and the Montana Department of Revenue have been notified of the applicant's written request.

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 occurred October 12, 2026. The second reading will occur at this meeting.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

STAKEHOLDERS

City Council conducted a public hearing and first reading on October 12, 2026. The City Council received no testimony from the public, and closed the public hearing. The City Council did not have any further discussion. Council Member Boyett made a motion to approve the annexation on first reading and adopt the findings of the annexation criteria. The motion was seconded by Council Member O'Donnell and approved on a unanimous vote.

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:

Ridgeline Subdivision, Block 2, Lots 3-8 and Block 4, Lot 1 filed under Document No 4050464; including all adjacent Rights-of-Way. Said area containing 26.48 acres gross and 22.38 acres net, more or less.

Also known as Phase 2 of Ridgeline Subdivision

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.

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 12th Day of October, 2026.

PASSED by the City Council on the second reading this 26th day of October, 2026.

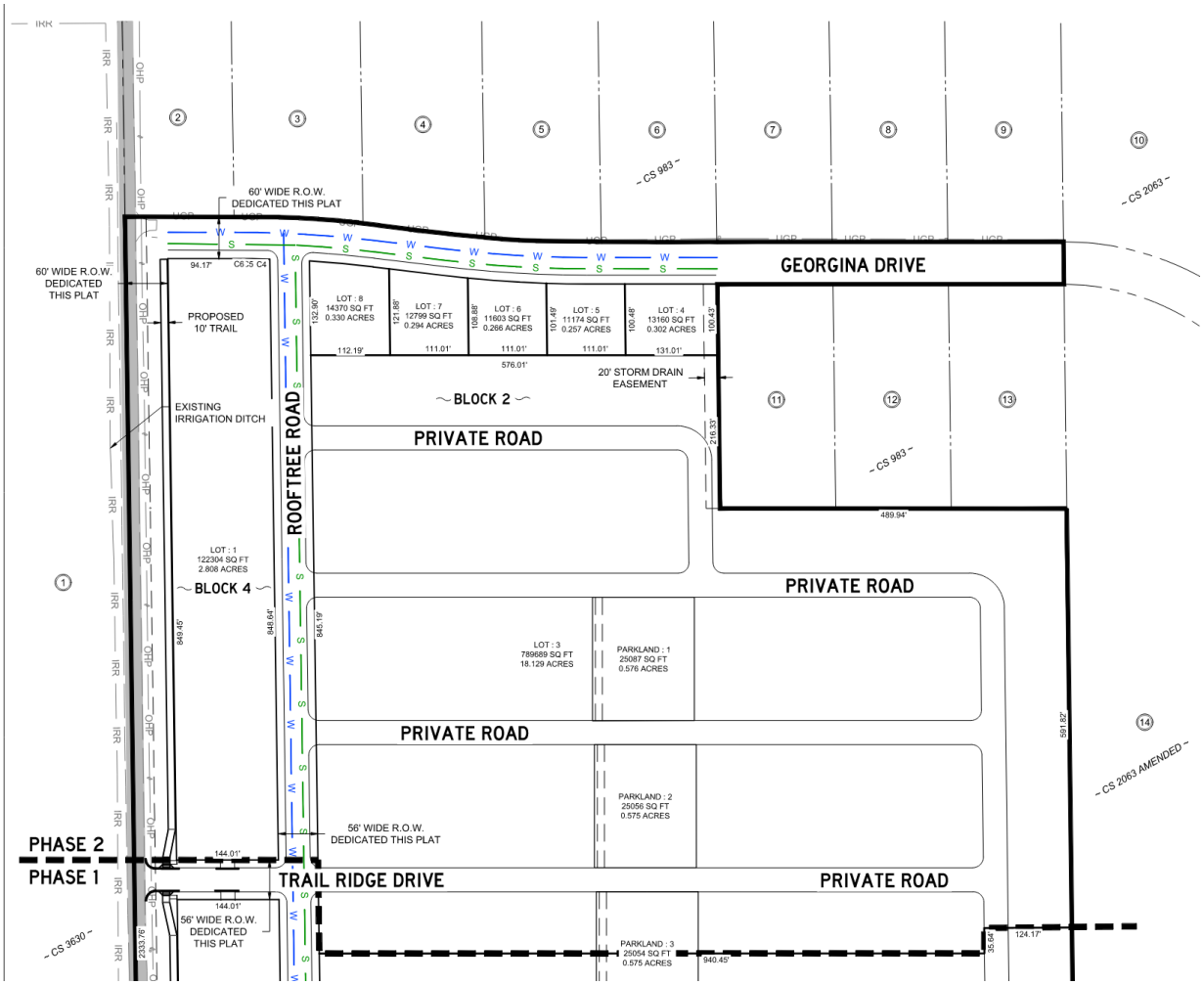
THE CITY OF BILLINGS:

_____
Mike Nelson, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

Exhibit A


60' WIDE R.O.W. DEDICATED THIS PLAT
GEORGINA DRIVE
60' WIDE R.O.W. DEDICATED THIS PLAT
PROPOSED 10' TRAIL
EXISTING IRRIGATION DITCH
ROOFTREE ROAD
LOT : 8 14370 SQ FT 0.330 ACRES
LOT : 7 12799 SQ FT 0.294 ACRES
LOT : 6 11603 SQ FT 0.266 ACRES
LOT : 5 11174 SQ FT 0.257 ACRES
LOT : 4 13160 SQ FT 0.302 ACRES
20' STORM DRAIN EASEMENT
BLOCK 2
PRIVATE ROAD
LOT : 1 122304 SQ FT 2.808 ACRES
BLOCK 4
LOT : 3 789689 SQ FT 18.129 ACRES
PARKLAND : 1 25087 SQ FT 0.576 ACRES
PRIVATE ROAD
PARKLAND : 2 25056 SQ FT 0.575 ACRES
56' WIDE R.O.W. DEDICATED THIS PLAT
PHASE 2
PHASE 1
TRAIL RIDGE DRIVE
PRIVATE ROAD
56' WIDE R.O.W. DEDICATED THIS PLAT
PARKLAND : 3 25054 SQ FT 0.575 ACRES
CS 983
CS 2063
CS 2063 AMENDED
CS 3630

Consent 1. T.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Annexation 26-06, Mullen Subdivision, Ward Boundary Ordinance 2nd Reading
PRESENTED BY: Hunter Kelly, Planner 1
Department: Planning & Community Services
Presentation: No
Legal Review: No
Project Number: PL20260498

RECOMMENDATION
Staff recommends the City approve this ordinance on second reading, adding recently annexed property to Ward 5. Council held a public hearing on October 12, 2026, and recommended approval on first reading. This second reading action would be consistent with the first reading.

EXECUTIVE SUMMARY
On September 1st, 2026, IMEG Engineering, on behalf of John Mullen, requested an annexation or the 52-acre property is located south of Hesper Road and East of South 48th Street West, Tax ID: D00794A. This ward boundary ordinance is being done to include the recently annexed property into a City election ward.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
IMEG Consultants Corp., on behalf of John Mullen, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Hesper Road and East of South 48th Street West. The land being annexed is described as being:

A parcel of land situated in the NW1/4, of Section 22, Township 1 South, Range 25 East. Yellowstone County, Montana, more particularly described as follows: That part of the NW1/4, of Section22, Township 1 South, Range 25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 1, of Certificate of Survey No. 3926, on file in the office of the Clerk and Recorder of said County, under Document No. 4108127, including all adjacent Rights-of-Way. Said annexation contains 52.00 gross acres, and 49.89 net 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 occurred October 12, 2026. The second reading will occur at this meeting.

FISCAL EFFECTS
This application has no impact on the Planning Division Budget.

STAKEHOLDERS
City Council conducted a public hearing and first reading on October 12, 2026. The City Council received no testimony from the public and closed the public hearing. The City Council did not have any further discussion. Council Member O'Donnell made a motion to approve the annexation on first reading and adopt the findings of the annexation criteria. The motion was seconded by Council Member Boyett and approved on a unanimous vote.

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 parcel of land situated in the NW1/4, of Section 22, Township 1 South, Range 25 East. Yellowstone County, Montana, more particularly described as follows: That part of the NW1/4, of Section22, Township 1 South, Range 25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 1, of Certificate of Survey No. 3926, on file in the office of the Clerk and Recorder of said County, under Document No. 4108127, including all adjacent Rights-of-Way. Said annexation contains 52.00 Gross acres, and 49.89 Net acres, more or less.

(# 26-06) 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 12th Day of October, 2026.

PASSED by the City Council on the second reading this 26th Day of October, 2026.

THE CITY OF BILLINGS:

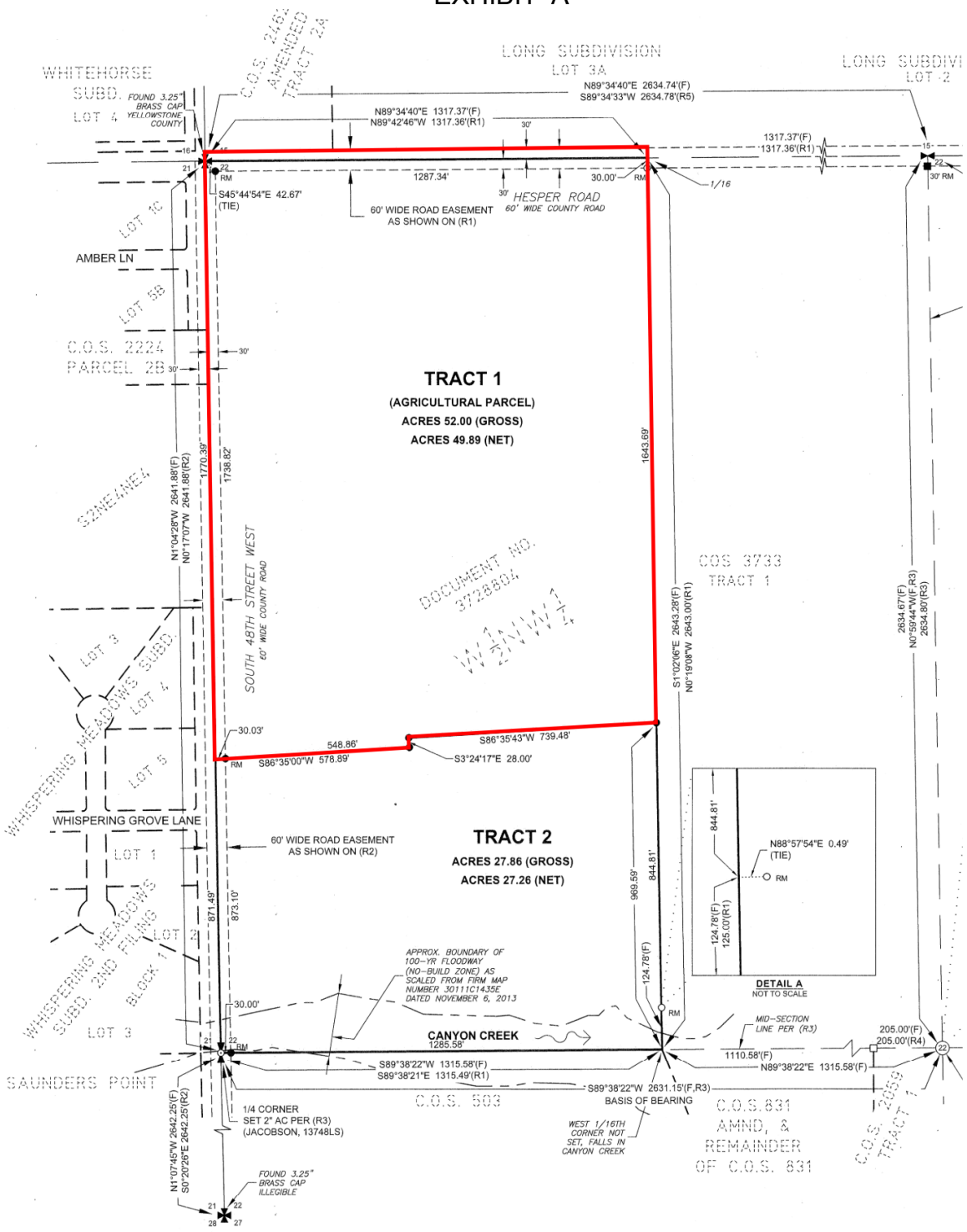
_____
Mike Nelson, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#26-06)

EXHIBIT 'A'


TRACT 1
(AGRICULTURAL PARCEL)
ACRES 52.00 (GROSS)
ACRES 49.89 (NET)
TRACT 2
ACRES 27.86 (GROSS)
ACRES 27.26 (NET)
DETAIL A
NOT TO SCALE
WHITEHORSE SUBD.
LOT 4
C.O.S. 2464 AMENDED TRACT 2A
LONG SUBDIVISION
LOT 3A
LONG SUBDIVI
LOT 2
N89°34'40"E 2634.74'(F)
S89°34'33"W 2634.78'(R5)
N89°34'40"E 1317.37'(F)
N89°42'46"W 1317.36'(R1)
1317.37'(F)
1317.36'(R1)
1287.34'
30.00'
1/16
S45°44'54"E 42.67'
(TIE)
60' WIDE ROAD EASEMENT
AS SHOWN ON (R1)
HESPER ROAD
60' WIDE COUNTY ROAD
AMBER LN
LOT 1C
LOT 5B
C.O.S. 2224
PARCEL 2B
S2NE/4NE/4
N1°04'28"W 2641.88'(F)
N0°17'07"W 2641.88'(R2)
1770.39'
1738.82'
SOUTH 48TH STREET WEST
60' WIDE COUNTY ROAD
DOCUMENT NO. 3728804
1643.69'
COS 3733
TRACT 1
S1°02'06"E 2643.28'(F)
N0°19'08"W 2643.00'(R1)
2634.67'(F)
N0°59'44"W(F,R3)
2634.80'(R3)
WHISPERING MEADOWS SUBD.
LOT 3
LOT 4
LOT 5
WHISPERING GROVE LANE
30.03'
548.86'
S86°35'00"W 578.89'
S86°35'43"W 739.48'
S3°24'17"E 28.00'
60' WIDE ROAD EASEMENT
AS SHOWN ON (R2)
LOT 1
LOT 2
WHISPERING MEADOWS SUB. 2ND FILING BLOCK 1
LOT 3
871.49'
873.10'
969.59'
844.81'
844.81'
N88°57'54"E 0.49'
(TIE)
124.78'(F)
125.01'(R1)
APPROX. BOUNDARY OF
100-YR FLOODWAY
(NO-BUILD ZONE) AS
SCALED FROM FIRM MAP
NUMBER 30111C1435E
DATED NOVEMBER 6, 2013
124.78'(F)
30.00'
CANYON CREEK
1285.58'
MID-SECTION
LINE PER (R3)
1110.58'(F)
205.00'(F)
205.00'(R4)
S89°38'22"W 1315.58'(F)
S89°38'21"E 1315.49'(R1)
N89°38'22"E 1315.58'(F)
S89°38'22"W 2631.15'(F,R3)
BASIS OF BEARING
SAUNDERS POINT
C.O.S. 503
C.O.S. 831
AMND. &
REMAINDER
OF C.O.S. 831
C.O.S. 2058
1/4 CORNER
SET 2" AC PER (R3)
(JACOBSON, 13748LS)
WEST 1/16TH
CORNER NOT
SET, FALLS IN
CANYON CREEK
N1°07'45"W 2642.25'(F)
S0°20'26"E 2642.25'(R2)
FOUND 3.25"
BRASS CAP
ILLEGIBLE

City Council Regular

Date:	10/26/2026
Title:	Council Holiday Meetings Schedule
Presented by:	Kevin Iffland, Assistant City Administrator
Department:	City Hall Administration
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve replacing the second **work session** of the month (December 21st) with the second **regular business meeting** and vacate the December 28th Regular Business meeting date.

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

Per Billings, Montana City Code, Sec. 2-211, City Council shall hold regular business meetings on the second and fourth Mondays of each month, unless the meeting would fall on a day recognized as a holiday, then the meeting would be held on the following day (Tuesday). Any regular business meeting may be canceled or rescheduled by majority vote of the Council at any time prior to the date scheduled for such meetings. Traditionally, during the month of December, Councilmembers and staff are on extended holiday leave during the week of Christmas. Therefore, the second work session meeting of the month (third Monday) is vacated in order to hold the second regular business meeting.

This year Christmas is on Friday (the 25th) of the fourth week.

Therefore, Staff is asking Council to replace the second **work session** (December 21st) with the second **regular business meeting** and vacate the December 28th meeting date.

ALTERNATIVES

City Council may:

- Approve staff's recommendation to alter meeting schedule; or
- Disapprove staff's recommendation to alter the December meeting schedule and leave it as is with 2 work sessions AND 2 regular business meetings in December.

FISCAL EFFECTS

N/A

Consent 1. V. 1.

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Payment of Claims for week of September 28th, 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 $6,523,180.92 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 09282026

Check Date	Check #	Name	Fund Name		Amount	Item Desc
09/28/2026	ACH	A & I Distributors	Solid Waste	$	4,513.30	330 gallon DEF, 55 gallon Purus antifree
09/28/2026	893356	ADB Airfield Solutions	Airport	$	8,060.90	Invoice #90102171. Regulator Capacitors for Airfield Lighting
09/28/2026	893357	Advanced Employment	Solid Waste	$	1,008.00	Administrative Temp Hire week ending 08/
09/28/2026	893357	Advanced Employment	Solid Waste	$	1,288.00	SW Coll Contract Labor for week of 07/2
09/28/2026	893357	Advanced Employment	Solid Waste	$	1,130.50	SW Coll Contract labor for week of 09/0
09/28/2026	893357	Advanced Employment	Solid Waste	$	1,288.00	SW Coll. Contract Labor week ending 08/
09/28/2026	893361	Altec Industries	Street/Traffic	$	272,760.00	One (1) Aerial Lift Truck. This unit will be replacing unit #1121.
09/28/2026	ACH	Askin Construction	Gas Tax	$	57,142.79	WO 25-40 Traffic Calming; Pmt 2
09/28/2026	893365	Beartooth Environmental	Solid Waste	$	16,096.43	Drummed Waste for 08/31-09/14/2026
09/28/2026	893367	Big Sky Linen & Uniform	Solid Waste	$	62.00	SW Coll Don Sessions Set-Up
09/28/2026	893367	Big Sky Linen & Uniform	Solid Waste	$	873.33	SW Coll Uniforms week of 09/04/2026
09/28/2026	893367	Big Sky Linen & Uniform	Solid Waste	$	893.85	SW Coll Uniforms week of 09/11/2026
09/28/2026	893367	Big Sky Linen & Uniform	Solid Waste	$	38.70	SW Landfill Uniforms week of 09/15/2026
09/28/2026	893367	Big Sky Linen & Uniform	Solid Waste	$	475.41	SW Landfill Uniforms week of 09/15/2026
09/28/2026	893367	Big Sky Linen & Uniform	Solid Waste	$	38.70	Uniforms week of 09/08/2026
09/28/2026	893367	Big Sky Linen & Uniform	Solid Waste	$	475.41	Uniforms week of 09/08/2026
09/28/2026	893367	Big Sky Linen & Uniform	Solid Waste	$	893.85	Uniforms week of 09/18/2026
09/28/2026	893367	Big Sky Linen & Uniform	Wastewater	$	279.97	WRF...Uniforms week of 09/11/2026
09/28/2026	893369	Billings Construction Supply	Fleet	$	8.62	101899
09/28/2026	893369	Billings Construction Supply	Park Dist 1	$	116.75	toilet renal for kiwanis bike trail - 25007
09/28/2026	893369	Billings Construction Supply	Park Dist 1	$	91.75	toilet rental for centennial - 24986
09/28/2026	893369	Billings Construction Supply	Park Dist 1	$	445.00	toilet rental for memorial event at vets
09/28/2026	893369	Billings Construction Supply	Park Dist 1	$	100.96	toilet rental for staff at copper ridge-2446
09/28/2026	893369	Billings Construction Supply	Solid Waste	$	91.75	S236 5240 Jellison Rd..Toilet Rental Ju
09/28/2026	893369	Billings Construction Supply	Solid Waste	$	304.00	S479, 5240 Jellison Rd July 2026 Servic
09/28/2026	893369	Billings Construction Supply	Wastewater	$	558.00	Sand Blasting Media for sandblaster SP
09/28/2026	893369	Billings Construction Supply	Wastewater	$	103.00	Toilet rental at Ave F and 6th ST W P
09/28/2026	893369	Billings Construction Supply	Water	$	29.36	Toilet for Ave f and 6th St W
09/28/2026	893369	Billings Construction Supply	Water	$	1,425.00	traffic Control at Broadwater Ave and 18
09/28/2026	893376	Cascade Engineering	Solid Waste	$	32,000.00	Residential Solid Waste Containers; Inv 271000599
09/28/2026	893385	Collaborative Design Arch	Public Safety	$	7,622.50	Station 1 Design - Architectural Services, Consultant Services.
09/28/2026	893386	Copy Right	Solid Waste	$	22,271.00	Proof Svcs, Printing/Mailing Collections Postcards
09/28/2026	893394	David J Heine and Associates	Park Dist 1	$	7,000.00	wilson park yellow book - 9.21.26

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/28/2026	ACH	Dick Anderson Construction	Water	$ 2,907,236.68	WO 19-12 West End Reservoir Const Services Contract; Pmt 19
09/28/2026	ACH	Dick Anderson Construction	Water	$ 220,030.97	WO 19-42 West End WTP Project - Construction
09/28/2026	ACH	Dick Anderson Construction	Water	$ 137,396.89	WO 26-16 West End Reservoir Const Services Contract; Pmt 19
09/28/2026	893401	DOWL	Storm Sewer	$ 17,653.25	02/10/2025...Approved by CC. Engineer
09/28/2026	893401	DOWL	Storm Sewer	$ 21,310.50	02/10/2025...Approved by CC. Engineer
09/28/2026	893402	Duval Ford	Capital Repla	$ 39,568.00	2026 Ford Police Int replacing unit 1425 ERP fund
09/28/2026	893402	Duval Ford	Capital Repla	$ 39,568.00	2026 Ford Police Int replacing unit 1430 ERP fund
09/28/2026	893402	Duval Ford	Public Safety	$ 8,985.00	2026 Ford Police Int replacing unit 1425 general fund
09/28/2026	893402	Duval Ford	Public Safety	$ 8,985.00	2026 Ford Police Int replacing unit 1430 general fund
09/28/2026	893405	Engineering Inc	Engineering	$ 1,036.00	07/22 Errors, Omissions review of COS 79
09/28/2026	893405	Engineering Inc	Water	$ 4,606.50	WO 26-13 Zone 6 Water Reservoir, Service
09/28/2026	893405	Engineering Inc	Water	$ 2,272.50	WO 26-13 Zone 6 Water Reservoir..Service
09/28/2026	893408	Fisher Sand & Gravel	Street/Traffic	$ 448.70	D & C paving 4118 Palisades Park and 890 Constitution
09/28/2026	893408	Fisher Sand & Gravel	Street/Traffic	$ 10,657.50	D & C Paving 500 block of Ave E
09/28/2026	893408	Fisher Sand & Gravel	Street/Traffic	$ 9,849.00	D & C paving 600 block of Ave E
09/28/2026	893408	Fisher Sand & Gravel	Street/Traffic	$ 6,029.80	Road repair @ 6th St W and St Johns
09/28/2026	893408	Fisher Sand & Gravel	Street/Traffic	$ 8,938.30	Street repair for 2211 Pine St
09/28/2026	ACH	Fisher's Technology	ARC Rec	$ 505.02	ARC Copier
09/28/2026	ACH	Fisher's Technology	ARC Rec	$ 62.83	ARC Copier
09/28/2026	ACH	Fisher's Technology	Central Servic	$ 5,677.14	Contract Invoice for Sept., 2026
09/28/2026	ACH	Galles Filter Service	Fleet	$ 24.82	P1-45894-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 82.72	P1-45894-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 26.32	P1-45894-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 28.80	P1-45894-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 72.90	P1-45894-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 33.87	P1-45894-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 31.77	P1-45894-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 33.70	P1-45894-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 90.67	P1-45894-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 3.78	P1-45894-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 24.00	P1-45894-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 199.14	P1-45894-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 165.48	P1-45894-01

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/28/2026	ACH	Galles Filter Service	Fleet	$ 9.31	P1-45894-02
09/28/2026	ACH	Galles Filter Service	Fleet	$ 3.74	P1-45955-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 4.05	P1-45955-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 13.16	P1-45955-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 41.36	P1-45955-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 24.18	P1-45955-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 21.82	P1-45955-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 3.87	P1-45955-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 7.64	P1-46035-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 16.00	P1-46035-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 24.82	P1-46035-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 31.77	P1-46035-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 9.00	P1-46035-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 41.36	P1-46035-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 86.76	P1-46035-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 41.36	P1-46035-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 36.45	P1-46035-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 12.15	P1-46035-02
09/28/2026	ACH	Galles Filter Service	Fleet	$ 37.66	P1-46089-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 109.35	P1-46089-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 24.28	P1-46089-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 102.68	P1-46089-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 41.00	P1-46089-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 31.77	P1-46167-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 56.45	P1-46167-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 20.68	P1-46167-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 24.62	P1-46167-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 54.55	P1-46167-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 72.00	P1-46167-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 24.82	P1-46167-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 14.92	P1-46167-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 17.26	P1-46167-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 20.00	P1-46167-01

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/28/2026	ACH	Galles Filter Service	Fleet	$ 7.36	P1-46167-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 5.46	P1-46167-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 3.74	P1-46167-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 32.73	P1-46223-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 14.73	P1-46223-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 25.19	P1-46223-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 112.96	P1-46223-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 37.66	P1-46223-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 3.63	P1-46223-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 3.82	P1-46223-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 12.09	P1-46223-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 18.00	P1-46223-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 358.80	P1-46223-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 14.00	P1-46223-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 14.40	P1-46273-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 82.72	P1-46273-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 90.67	P1-46273-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 14.73	P1-46273-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 24.62	P1-46273-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 3.74	P1-46273-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 36.45	P1-46273-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 8.10	P1-46273-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 16.00	P1-46273-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 199.14	P1-46273-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 3.68	P1-46273-02
09/28/2026	ACH	Galles Filter Service	Fleet	$ 4.79	P1-46273-02
09/28/2026	ACH	Galles Filter Service	Fleet	$ 16.48	P1-46329-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 22.58	P1-46329-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 8.00	P1-46329-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 9.00	P1-46329-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 37.66	P1-46329-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 33.70	P1-46361-01
09/28/2026	ACH	Galles Filter Service	Fleet	$ 75.44	P146375.01

Check Date	Check #	Name	Fund Name		Amount	Item Desc
09/28/2026	ACH	Galles Filter Service	Solid Waste	$	190.32	CAB AIR ELEMENTS
09/28/2026	ACH	Galles Filter Service	Solid Waste	$	296.42	CABIN AIR ELEMENTS
09/28/2026	ACH	Galles Filter Service	Solid Waste	$	58.84	FUEL AND CABIN AIR FILTERS
09/28/2026	ACH	Galles Filter Service	Solid Waste	$	318.50	INNER AND OUTER AIR ELEMENTS
09/28/2026	ACH	Galles Filter Service	Solid Waste	$	825.46	INNER AND OUTER AIR ELEMENTS
09/28/2026	ACH	Galles Filter Service	Solid Waste	$	152.58	INNER, OUTER AND CAB AIR ELEMENTS
09/28/2026	ACH	Galles Filter Service	Solid Waste	$	895.11	INNER, OUTER AND CAB AIR ELEMENTS
09/28/2026	ACH	Galles Filter Service	Solid Waste	$	69.24	REPLACEMENT FILTERS
09/28/2026	ACH	Galles Filter Service	Solid Waste	$	76.80	WINDSHIELD WASHER FLUID
09/28/2026	893410	Grade A Civil LLC	Water	$	18,750.00	WO 19-42 Flow Meter
09/28/2026	893411	Granite Peak Pump Service	Park Dist 1	$	1,566.64	ann preventive maintenance ponderosa, north and castlerock
09/28/2026	893411	Granite Peak Pump Service	Park Dist 1	$	542.00	preventative maintenance for mountview and gorham - 26223
09/28/2026	893411	Granite Peak Pump Service	Park Dist 1	$	542.00	preventative maintenance for mountview and gorham - 26223
09/28/2026	893411	Granite Peak Pump Service	Park Dist 1	$	200.00	repairs valve at Mountview - 26228
09/28/2026	893412	Harris Systems USA	Building	$	2,062.50	Comm Dev FY2027
09/28/2026	893412	Harris Systems USA	General	$	2,062.50	Comm Dev FY2027
09/28/2026	893412	Harris Systems USA	General	$	2,062.50	Comm Dev FY2027
09/28/2026	893412	Harris Systems USA	General	$	46,588.37	Financial FY 2027
09/28/2026	893412	Harris Systems USA	General	$	23,294.18	Payroll FY2027
09/28/2026	893412	Harris Systems USA	P.W. Admin	$	11,647.09	CIS FY2027
09/28/2026	893412	Harris Systems USA	Planning	$	2,062.50	Comm Dev FY2027
09/28/2026	893418	Insight Public Sector	Building	$	283.95	Qty.3 Surface Pro 12, dock, keyboard cover, rugged cover
09/28/2026	893418	Insight Public Sector	Building	$	14,216.86	Qty.3 Surface Pro 12, dock, keyboard cover, rugged cover
09/28/2026	893418	Insight Public Sector	Public Safety	$	94.65	Surface Pro 12, dock, warranty and keyboard cover with stylus
09/28/2026	893418	Insight Public Sector	Public Safety	$	3,702.35	Surface Pro 12, dock, warranty and keyboard cover with stylus
09/28/2026	893505	Knife River	Trl Donate	$	28,807.50	Trail Grant funds JE; Rose Park Project
09/28/2026	893430	Knife River	Water	$	1,344.84	FUEL SURCHARGE AND DELIVERY FEE
09/28/2026	893430	Knife River	Water	$	2,323.00	FUEL SURCHARGE AND DELIVERY FEE
09/28/2026	893430	Knife River	Water	$	3,660.15	FUEL SURCHARGE AND DELIVERY FEE
09/28/2026	893430	Knife River	Water	$	5,052.87	FUEL SURCHARGE AND DELIVERY FEE
09/28/2026	893430	Knife River	Water	$	5,555.65	FUEL SURCHARGE AND DELIVERY FEE
09/28/2026	893430	Knife River	Water	$	2,158.59	ROAD MIX 3/4"---1-1 - /2TON = 1 YARD P/N: 333-005-00020
09/28/2026	893430	Knife River	Water	$	3,738.33	ROAD MIX 3/4"---1-1 - /2TON = 1 YARD P/N: 333-005-00020

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09/28/2026	893430	Knife River	Water	$	5,887.70	ROAD MIX 3/4"---1-1 - /2TON = 1 YARD P/N: 333-005-00020
09/28/2026	893430	Knife River	Water	$	8,138.24	ROAD MIX 3/4"---1-1 - /2TON = 1 YARD P/N: 333-005-00020
09/28/2026	893430	Knife River	Water	$	8,932.67	ROAD MIX 3/4"---1-1 - /2TON = 1 YARD P/N: 333-005-00020
09/28/2026	893431	L N Curtis and Sons	Public Safety	$	2,392.28	Hurst Tool repairs
09/28/2026	893431	L N Curtis and Sons	Public Safety	$	8,532.44	Structural Fire Helmets
09/28/2026	893432	Magnet Forensics	Public Safety	$	37,370.00	SIN098515, gray key licenses advanced and preserve
09/28/2026	893434	Montana Dakota Utilities	Airport	$	2,150.49	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	1,593.11	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	1,098.56	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	144.63	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	132.47	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	41.33	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	41.33	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	41.33	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	41.33	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	91.20	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	48.07	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	43.15	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	45.63	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	44.39	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	48.69	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Airport	$	146.00	16 invoices
09/28/2026	893434	Montana Dakota Utilities	Park Dist 1	$	99.32	112 138 9381 8
09/28/2026	893434	Montana Dakota Utilities	Park Dist 1	$	41.33	501 473 1000 2
09/28/2026	893434	Montana Dakota Utilities	Park Dist 1	$	41.33	703 760 1000 8
09/28/2026	893434	Montana Dakota Utilities	Park Dist 1	$	1,604.59	879 660 1000 8
09/28/2026	893434	Montana Dakota Utilities	Park Dist 1	$	44.39	902 360 1000 6
09/28/2026	893434	Montana Dakota Utilities	Public Safety	$	186.59	307 111 5825 0
09/28/2026	893434	Montana Dakota Utilities	Public Safety	$	37.93	357 004 5071 7
09/28/2026	893434	Montana Dakota Utilities	Public Safety	$	122.32	668 670 1000 2
09/28/2026	893434	Montana Dakota Utilities	Public Safety	$	56.04	672 860 1000 3
09/28/2026	893434	Montana Dakota Utilities	Public Safety	$	192.02	819 360 1000 8
09/28/2026	893434	Montana Dakota Utilities	Public Safety	$	94.06	911 Center - Generator Monthly Services Sept 26

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09/28/2026	893434	Montana Dakota Utilities	Public Safety	$ 41.94	930 442 2308 4
09/28/2026	893434	Montana Dakota Utilities	Public Safety	$ 37.32	958 650 1000 3
09/28/2026	893434	Montana Dakota Utilities	Public Safety	$ 57.96	959 389 9168 4
09/28/2026	893434	Montana Dakota Utilities	Public Safety	$ 45.36	971 487 8549 2
09/28/2026	893434	Montana Dakota Utilities	Solid Waste	$ 38.82	77039010002 Aug 2026 2240 Jellison..Land
09/28/2026	893437	Morrison Maierle	Airport	$ 1,220.75	FAA Surface Safety Surveillance Intitiative to install VMATS
09/28/2026	893437	Morrison Maierle	Airport	$ 64.25	FAA Surface Safety Surveillance Intitiative to install VMATS
09/28/2026	893437	Morrison Maierle	Transit	$ 2,733.50	Additional services for MET Transit Bus Wash
09/28/2026	893437	Morrison Maierle	Transit	$ 2,041.46	Amendment #21A Transfer Center Cameras - Federal
09/28/2026	893437	Morrison Maierle	Transit	$ 510.37	Amendment #21A Transfer Center Cameras - Local
09/28/2026	893437	Morrison Maierle	Transit	$ 2,854.53	Amendment 21 Transfer Center Camera Systems Project - Fed
09/28/2026	893437	Morrison Maierle	Transit	$ 713.64	Amendment 21 Transfer Center Camera Systems Project - Local
09/28/2026	893439	MT Dept of Revenue-CGR2	Gas Tax	$ 577.21	WO 25-40 Traffic Calming; Pmt 2
09/28/2026	893439	MT Dept of Revenue-CGR2	Water	$ 29,366.02	WO 19-12 West End Reservoir Project; Pmt 19
09/28/2026	893439	MT Dept of Revenue-CGR2	Water	$ 2,222.54	WO 19-42 West End WTP Construction; Pmt 34
09/28/2026	893439	MT Dept of Revenue-CGR2	Water	$ 1,387.85	WO 26-16 West End Reservoir Const Services Contract; Pmt 19
09/28/2026	893440	Napa Auto Parts	Fleet	$ 112.26	767112
09/28/2026	893440	Napa Auto Parts	Fleet	$ 31.07	767112
09/28/2026	893440	Napa Auto Parts	Fleet	$ 13.98	767519
09/28/2026	893440	Napa Auto Parts	Fleet	$ 280.74	767589
09/28/2026	893440	Napa Auto Parts	Fleet	$ 231.35	767735
09/28/2026	893440	Napa Auto Parts	Fleet	$ 12.16	767735
09/28/2026	893440	Napa Auto Parts	Fleet	$ 150.99	767735
09/28/2026	893440	Napa Auto Parts	Fleet	$ 252.78	767744
09/28/2026	893440	Napa Auto Parts	Fleet	$ 8.65	767757
09/28/2026	893440	Napa Auto Parts	Fleet	$ 17.22	767757
09/28/2026	893440	Napa Auto Parts	Fleet	$ 25.79	767757
09/28/2026	893440	Napa Auto Parts	Fleet	$ 65.04	767758
09/28/2026	893440	Napa Auto Parts	Fleet	$ 21.02	768255
09/28/2026	893440	Napa Auto Parts	Fleet	$ 41.19	768255
09/28/2026	893440	Napa Auto Parts	Fleet	$ (112.26)	768344
09/28/2026	893440	Napa Auto Parts	Fleet	$ 196.68	768364
09/28/2026	893440	Napa Auto Parts	Fleet	$ 41.76	768373

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09/28/2026	893440	Napa Auto Parts	Fleet	$ 63.81	768601
09/28/2026	893440	Napa Auto Parts	Fleet	$ 128.10	768624
09/28/2026	893440	Napa Auto Parts	Fleet	$ 46.76	768653
09/28/2026	893440	Napa Auto Parts	Fleet	$ 25.27	768653
09/28/2026	893440	Napa Auto Parts	Fleet	$ 69.61	768653
09/28/2026	893440	Napa Auto Parts	Fleet	$ 37.89	768654
09/28/2026	893440	Napa Auto Parts	Fleet	$ 35.27	768739
09/28/2026	893440	Napa Auto Parts	Fleet	$ 597.76	768780
09/28/2026	893440	Napa Auto Parts	Fleet	$ 69.61	768787
09/28/2026	893440	Napa Auto Parts	Fleet	$ 220.56	768904
09/28/2026	893440	Napa Auto Parts	Fleet	$ 13.70	768965
09/28/2026	893440	Napa Auto Parts	Fleet	$ 23.68	768965
09/28/2026	893440	Napa Auto Parts	Fleet	$ 17.22	768965
09/28/2026	893440	Napa Auto Parts	Fleet	$ 14.36	769004
09/28/2026	893440	Napa Auto Parts	Fleet	$ 6.36	769004
09/28/2026	893440	Napa Auto Parts	Fleet	$ 28.56	769008
09/28/2026	893440	Napa Auto Parts	Fleet	$ 12.02	769032
09/28/2026	893440	Napa Auto Parts	Fleet	$ 269.98	769058
09/28/2026	893440	Napa Auto Parts	Fleet	$ (69.61)	769089
09/28/2026	893440	Napa Auto Parts	Fleet	$ (69.61)	769090
09/28/2026	893440	Napa Auto Parts	Fleet	$ 23.00	769179
09/28/2026	893440	Napa Auto Parts	Fleet	$ 43.70	769222
09/28/2026	893440	Napa Auto Parts	Fleet	$ 348.55	769223
09/28/2026	893440	Napa Auto Parts	Fleet	$ 399.98	769257
09/28/2026	893440	Napa Auto Parts	Fleet	$ 3.64	769384
09/28/2026	893440	Napa Auto Parts	Fleet	$ 11.38	769389
09/28/2026	893440	Napa Auto Parts	Fleet	$ (348.55)	769403
09/28/2026	893440	Napa Auto Parts	Fleet	$ 63.27	769408
09/28/2026	893440	Napa Auto Parts	Fleet	$ 95.35	769410
09/28/2026	893440	Napa Auto Parts	Fleet	$ 27.08	769441
09/28/2026	893440	Napa Auto Parts	Fleet	$ (269.98)	769719
09/28/2026	893440	Napa Auto Parts	Fleet	$ 18.24	769970
09/28/2026	893440	Napa Auto Parts	Fleet	$ 6.30	769973

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09/28/2026	893440	Napa Auto Parts	Fleet	$ 6.30	769973
09/28/2026	893440	Napa Auto Parts	Fleet	$ 6.30	769973
09/28/2026	893440	Napa Auto Parts	Fleet	$ 111.51	770058
09/28/2026	893440	Napa Auto Parts	Fleet	$ 252.78	770102
09/28/2026	893440	Napa Auto Parts	Fleet	$ 196.68	770102
09/28/2026	893440	Napa Auto Parts	Fleet	$ 39.99	770102
09/28/2026	893440	Napa Auto Parts	Fleet	$ 39.99	770102
09/28/2026	893440	Napa Auto Parts	Fleet	$ 12.16	770102
09/28/2026	893440	Napa Auto Parts	Fleet	$ 16.73	770123
09/28/2026	893440	Napa Auto Parts	Fleet	$ 34.28	770255
09/28/2026	893440	Napa Auto Parts	Fleet	$ 25.79	770267
09/28/2026	893440	Napa Auto Parts	Fleet	$ 10.78	770268
09/28/2026	893440	Napa Auto Parts	Fleet	$ 8.28	770400
09/28/2026	893440	Napa Auto Parts	Fleet	$ 26.48	770406
09/28/2026	893440	Napa Auto Parts	Fleet	$ 49.33	770428
09/28/2026	893440	Napa Auto Parts	Fleet	$ (49.33)	770444
09/28/2026	893440	Napa Auto Parts	Fleet	$ 49.33	770444
09/28/2026	893440	Napa Auto Parts	Fleet	$ 419.84	770451
09/28/2026	893440	Napa Auto Parts	Fleet	$ 70.55	770451
09/28/2026	893440	Napa Auto Parts	Fleet	$ (8.28)	770474
09/28/2026	893440	Napa Auto Parts	Fleet	$ 78.89	770475
09/28/2026	893440	Napa Auto Parts	Fleet	$ 78.89	770475
09/28/2026	893440	Napa Auto Parts	Fleet	$ 53.49	770532
09/28/2026	893440	Napa Auto Parts	Fleet	$ 205.70	770555
09/28/2026	893440	Napa Auto Parts	Fleet	$ 14.91	770568
09/28/2026	893440	Napa Auto Parts	Fleet	$ 69.32	770649
09/28/2026	893440	Napa Auto Parts	Fleet	$ 13.90	770701
09/28/2026	893440	Napa Auto Parts	Fleet	$ 127.71	770750
09/28/2026	893440	Napa Auto Parts	Fleet	$ 88.57	770750
09/28/2026	893440	Napa Auto Parts	Fleet	$ 33.74	770750
09/28/2026	893440	Napa Auto Parts	Fleet	$ 49.79	770750
09/28/2026	893440	Napa Auto Parts	Fleet	$ 12.16	770750
09/28/2026	893440	Napa Auto Parts	Fleet	$ 82.58	770750

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09/28/2026	893440	Napa Auto Parts	Fleet	$ 90.10	770750
09/28/2026	893440	Napa Auto Parts	Fleet	$ 366.44	770750
09/28/2026	893440	Napa Auto Parts	Fleet	$ 252.78	770750
09/28/2026	893440	Napa Auto Parts	Fleet	$ 36.38	770750
09/28/2026	893440	Napa Auto Parts	Fleet	$ 79.98	770750
09/28/2026	893440	Napa Auto Parts	Fleet	$ 50.52	770750
09/28/2026	893440	Napa Auto Parts	Fleet	$ 57.29	770894
09/28/2026	893440	Napa Auto Parts	Fleet	$ 127.71	770940
09/28/2026	893440	Napa Auto Parts	Fleet	$ 15.06	771060
09/28/2026	893440	Napa Auto Parts	Fleet	$ (127.71)	771083
09/28/2026	893440	Napa Auto Parts	Fleet	$ (127.71)	771083
09/28/2026	893440	Napa Auto Parts	Fleet	$ (88.57)	771083
09/28/2026	893440	Napa Auto Parts	Fleet	$ (57.29)	771084
09/28/2026	893440	Napa Auto Parts	Fleet	$ 10.85	771519
09/28/2026	893440	Napa Auto Parts	Fleet	$ 43.40	771546
09/28/2026	893440	Napa Auto Parts	Fleet	$ (43.40)	771937
09/28/2026	893440	Napa Auto Parts	Fleet	$ 261.24	773282
09/28/2026	893440	Napa Auto Parts	Fleet	$ 16.68	773282
09/28/2026	893440	Napa Auto Parts	Fleet	$ 43.68	773282
09/28/2026	893440	Napa Auto Parts	Fleet	$ 572.58	773282
09/28/2026	893440	Napa Auto Parts	Fleet	$ 88.08	773352
09/28/2026	893440	Napa Auto Parts	Fleet	$ 74.90	774848
09/28/2026	893440	Napa Auto Parts	Fleet	$ 10.55	775199
09/28/2026	893440	Napa Auto Parts	Fleet	$ 41.25	775199
09/28/2026	893440	Napa Auto Parts	Fleet	$ 10.55	775199
09/28/2026	893440	Napa Auto Parts	Fleet	$ 21.10	775199
09/28/2026	893440	Napa Auto Parts	Fleet	$ 89.88	775199
09/28/2026	893440	Napa Auto Parts	Fleet	$ 38.88	775199
09/28/2026	893440	Napa Auto Parts	Fleet	$ 77.65	775199
09/28/2026	893440	Napa Auto Parts	Fleet	$ 21.10	775199
09/28/2026	893440	Napa Auto Parts	Fleet	$ 326.55	775246
09/28/2026	893440	Napa Auto Parts	Fleet	$ 43.68	775246
09/28/2026	893440	Napa Auto Parts	Fleet	$ 80.24	775393

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09/28/2026	893440	Napa Auto Parts	Wastewater	$ 20.88	FUSE
09/28/2026	893440	Napa Auto Parts	Water	$ 20.88	FUSE
09/28/2026	893445	NorPac Sheet Metal	Facilities	$ 8,948.23	City Hall 3rd Floor High Velocity Fan Array Wall System
09/28/2026	893447	Northwest Bus Sales	Transit	$ 313,520.00	8 New Paratransit Small Buses
09/28/2026	893448	NorthWestern Energy	Airport	$ 64.92	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 1,436.99	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 81.84	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 2,256.18	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 32.45	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 2,198.08	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 35.57	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 301.31	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 934.05	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 59.36	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 67.13	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 177.09	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 127.75	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 287.68	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 298.34	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 330.74	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 2,209.09	18 invoices
09/28/2026	893448	NorthWestern Energy	Airport	$ 49,878.65	Accts: 0100483-7, 0100482-9, 0712792-1, 0712800-2, 0712809-3
09/28/2026	893448	NorthWestern Energy	Airport	$ 2,337.79	Accts: 0100483-7, 0100482-9, 0712792-1, 0712800-2, 0712809-3
09/28/2026	893448	NorthWestern Energy	Airport	$ 296.13	Accts: 0100483-7, 0100482-9, 0712792-1, 0712800-2, 0712809-3
09/28/2026	893448	NorthWestern Energy	Airport	$ 2,053.88	Accts: 0100483-7, 0100482-9, 0712792-1, 0712800-2, 0712809-3
09/28/2026	893448	NorthWestern Energy	Airport	$ 567.76	Accts: 0100483-7, 0100482-9, 0712792-1, 0712800-2, 0712809-3
09/28/2026	893448	NorthWestern Energy	Facilities	$ 25.08	3866815-8
09/28/2026	893448	NorthWestern Energy	Facilities	$ 114.03	3922089-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,374.27	SILMD 10 Acct# 0712546-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 2,616.58	SILMD 100 Acct# 0712559-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 2,034.04	SILMD 107 Acct# 0712560-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 5,101.27	SILMD 109 Acct# 0712561-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 315.73	SILMD 113 Acct# 0712562-8

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09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,097.76	SILMD 114 Acct# 0712563-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 258.28	SILMD 115 Acct# 0712564-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 678.01	SILMD 116 Acct# 0712565-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 3,714.34	SILMD 117 Acct# 0712566-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 245.39	SILMD 118 Acct# 0712567-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 153.05	SILMD 119 Acct# 0712568-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 2,905.80	SILMD 121 Acct# 0712570-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 218.68	SILMD 122 Acct# 0712571-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 387.45	SILMD 123 Acct# 0712572-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,130.03	SILMD 124 Acct# 0712573-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 452.00	SILMD 125 Acct# 0712574-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 226.00	SILMD 126 Acct# 0712575-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 820.10	SILMD 127 Acct# 0712576-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 574.06	SILMD 128 Acct# 0712577-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 387.45	SILMD 129 Acct# 0712578-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 6,645.29	SILMD 13 Acct# 0721276-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 32.96	SILMD 13 Acct# 4255370-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 17.15	SILMD 13 Acct# 4299691-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 140.67	SILMD 130 Acct# 0712579-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,000.88	SILMD 131 Acct# 0712580-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 261.26	SILMD 133 Acct# 0712581-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 602.89	SILMD 134 Acct# 0712582-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 601.41	SILMD 135 Acct# 0712583-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 548.85	SILMD 136 Acct# 0712584-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 474.99	SILMD 137 Acct# 0712585-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 871.73	SILMD 138 Acct# 0712586-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 290.56	SILMD 139 Acct# 0712587-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 3,400.65	SILMD 14 Acct# 0721277-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 23.83	SILMD 14 Acct# 4167204-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 678.01	SILMD 143 Acct# 0712588-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 32.24	SILMD 144 Acct# 0712589-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 546.74	SILMD 145 Acct# 0712590-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 419.73	SILMD 146 Acct# 0712591-7

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09/28/2026	893449	NorthWestern Energy	Light Maint	$ 522.79	SILMD 147 Acct# 0712592-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,967.59	SILMD 149 Acct# 0712593-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 97.35	SILMD 149 Acct# 4402390-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 874.76	SILMD 150 Acct# 0712594-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 742.59	SILMD 151 Acct# 0712595-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 5,014.35	SILMD 152 Acct# 0712596-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 628.74	SILMD 153 Acct# 0712597-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,421.52	SILMD 154 Acct# 0712598-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 581.15	SILMD 155 Acct# 0712599-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,066.11	SILMD 157 Acct# 0712600-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 936.32	SILMD 158 Acct# 0712601-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,185.34	SILMD 159 Acct# 0712602-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 839.44	SILMD 160 Acct# 0712603-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,230.14	SILMD 161 Acct# 0712604-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 59.12	SILMD 162 Acct# 0712605-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,157.45	SILMD 163 Acct# 0712606-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 437.38	SILMD 164 Acct# 0712607-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,033.16	SILMD 165 Acct# 0712608-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 273.37	SILMD 167 Acct# 0712609-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,373.27	SILMD 17 Acct# 0712553-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 656.07	SILMD 171 Acct# 0712610-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 602.90	SILMD 172 Acct# 0712611-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,366.82	SILMD 173 Acct# 0712612-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,148.12	SILMD 174 Acct# 0712613-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 382.70	SILMD 175 Acct# 0712614-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 42.24	SILMD 176 Acct# 0712615-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 300.71	SILMD 178 Acct# 0712616-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 601.41	SILMD 179 Acct# 0712617-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 410.06	SILMD 180 Acct# 0712618-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,969.48	SILMD 181 Acct# 0712619-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 683.42	SILMD 182 Acct# 0712620-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,366.82	SILMD 183 Acct# 0712621-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 437.38	SILMD 184 Acct# 0712622-0

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09/28/2026	893449	NorthWestern Energy	Light Maint	$ 164.03	SILMD 185 Acct# 0712623-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,056.14	SILMD 186 Acct# 0712624-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 273.37	SILMD 187 Acct# 0712625-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 328.05	SILMD 188 Acct# 0712626-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 273.37	SILMD 189 Acct# 0712627-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,421.52	SILMD 190 Acct# 0712628-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 488.02	SILMD 191 Acct# 0712629-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 355.38	SILMD 192 Acct# 0712630-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 874.76	SILMD 193 Acct# 0712631-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 471.48	SILMD 194 Acct# 0712632-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 377.19	SILMD 195 Acct# 0712633-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 119.53	SILMD 196 Acct# 0712634-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 119.53	SILMD 197 Acct# 0712635-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 136.69	SILMD 198 Acct# 0712636-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 82.44	SILMD 200 Acct# 0712637-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 574.06	SILMD 201 Acct# 0712638-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,135.21	SILMD 202 Acct# 0712639-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 31.87	SILMD 203 Acct# 0712640-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 616.42	SILMD 204 Acct# 0712641-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 33.80	SILMD 205 Acct# 0712642-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 382.70	SILMD 206 Acct# 0712643-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 437.38	SILMD 207 Acct# 0712644-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 628.74	SILMD 209 Acct# 0712646-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 143.44	SILMD 210 Acct# 0712647-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 79.70	SILMD 211 Acct# 0712648-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 79.70	SILMD 212 Acct# 0712649-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 47.81	SILMD 213 Acct# 0712650-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 453.76	SILMD 214 Acct# 0712651-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 164.03	SILMD 216 Acct# 0712652-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 613.80	SILMD 217 Acct# 0712653-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 423.41	SILMD 220 Acct# 0712654-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 8.43	SILMD 221 Acct# 0712655-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 126.89	SILMD 222 Acct# 0712656-8

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09/28/2026	893449	NorthWestern Energy	Light Maint	$ 191.25	SILMD 223 Acct# 0712657-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,809.13	SILMD 224 Acct# 0712658-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 606.76	SILMD 225 Acct# 0712659-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 356.17	SILMD 226 Acct# 0712660-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 967.02	SILMD 227 Acct# 0712661-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 936.32	SILMD 228 Acct# 0712662-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 484.31	SILMD 229 Acct# 0712663-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,130.03	SILMD 230 Acct# 0712664-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 678.01	SILMD 231 Acct# 0712665-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 2,938.09	SILMD 232 Acct# 0712666-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,406.56	SILMD 233 Acct# 0712667-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 767.23	SILMD 234 Acct# 0712668-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 892.21	SILMD 235 Acct# 0712669-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 282.88	SILMD 236 Acct# 0712670-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 464.72	SILMD 237 Acct# 0712671-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 16.89	SILMD 238 Acct# 0712672-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 109.36	SILMD 239 Acct# 0712673-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 678.95	SILMD 240 Acct# 0712674-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 701.30	SILMD 241 Acct# 0712675-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 96.83	SILMD 242 Acct# 0712676-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 129.16	SILMD 244 Acct# 0712677-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 90.75	SILMD 245 Acct# 0712678-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 387.45	SILMD 246 Acct# 0712679-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,210.65	SILMD 247 Acct# 0712680-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 3,196.36	SILMD 249 Acct# 0718734-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 339.46	SILMD 250 Acct# 0719001-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 4,550.19	SILMD 251 Acct# 0718801-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 645.74	SILMD 252 Acct# 0719162-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 2,175.66	SILMD 253 Acct# 0719644-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 253.79	SILMD 254 Acct# 0719763-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 210.14	SILMD 255 Acct# 0720813-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,517.47	SILMD 257 Acct# 0720360-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 3,116.48	SILMD 258 Acct# 0720606-3

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09/28/2026	893449	NorthWestern Energy	Light Maint	$ 2,136.52	SILMD 259 Acct# 0720810-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 69.79	SILMD 259 Acct# 4329703-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 581.15	SILMD 261 Acct# 0720705-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 3,632.64	SILMD 262 Acct# 0720937-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,573.26	SILMD 263 Acct# 0720716-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 276.87	SILMD 264 Acct# 0721427-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 420.65	SILMD 265 Acct# 0721556-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 66.47	SILMD 266 Acct# 0721684-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 208.57	SILMD 270 Acct# 0906944-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 102.31	SILMD 270 Acct# 0907777-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 69.13	SILMD 270 Acct# 4262276-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 2.70	SILMD 270 Acct# 4262277-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 69.03	SILMD 270 Acct# 4262278-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 110.46	SILMD 270 Acct# 4262282-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,142.69	SILMD 271 Acct# 0995095-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 3,288.99	SILMD 272 Acct# 0905005-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 239.27	SILMD 273 Acct# 0926386-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 809.42	SILMD 276 Acct# 0961926-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 987.74	SILMD 277 Acct# 1058710-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 358.34	SILMD 278 Acct# 1087619-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 69.92	SILMD 279 Acct# 1124127-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 980.68	SILMD 280 Acct# 1045653-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 720.77	SILMD 283 Acct# 1172743-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 387.34	SILMD 285 Acct# 1206985-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 283.82	SILMD 286 Acct# 1296582-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 2,151.67	SILMD 288 Acct# 1303978-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 252.53	SILMD 289 Acct# 1685375-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 112.29	SILMD 289 Acct# 4185749-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 85.13	SILMD 290 Acct# 1433921-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 710.31	SILMD 292 Acct# 1481532-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 273.37	SILMD 293 Acct# 1481534-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 546.74	SILMD 294 Acct# 1481535-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 129.16	SILMD 295 Acct# 1481536-9

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09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,448.85	SILMD 296 Acct# 1481537-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 246.01	SILMD 297 Acct# 1481539-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 218.68	SILMD 298 Acct# 1481540-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 475.89	SILMD 300 Acct# 1662840-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 5,987.68	SILMD 301 Acct# 1687005-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 315.13	SILMD 302 Acct# 1607534-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,056.53	SILMD 305 Acct# 1695873-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 278.47	SILMD 306 Acct# 1740353-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 3,823.02	SILMD 307 Acct# 2049005-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 315.35	SILMD 308 Acct# 2072459-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 437.06	SILMD 309 Acct# 2001311-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 96.55	SILMD 310 Acct# 2060519-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 350.76	SILMD 311 Acct# 3014475-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 283.81	SILMD 312 Acct# 3146127-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 144.09	SILMD 312 Acct# 4372100-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 481.58	SILMD 315 Acct# 3305804-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,326.91	SILMD 316 Acct# 3291842-7
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 94.79	SILMD 317 Acct# 3253826-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 938.56	SILMD 318 Acct# 3372018-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 91.45	SILMD 320 Acct# 0712569-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 472.10	SILMD 321 Acct# 3338917-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 102.47	SILMD 322 Acct# 3402033-9
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 887.32	SILMD 323 Acct# 3597170-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 397.55	SILMD 324 Acct# 1246537-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 317.43	SILMD 325 Acct# 3587598-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 121.30	SILMD 326 Acct# 3840455-4
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 218.68	SILMD 327 Acct# 3810801-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 706.32	SILMD 328 Acct# 3894879-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 97.06	SILMD 329 Acct# 3939032-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 284.69	SILMD 330 Acct# 3951594-5
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 42.83	SILMD 331 Acct# 0712645-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 14.43	SILMD 331 Acct# 4174590-2
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 43.75	SILMD 331 Acct# 4174591-0

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09/28/2026	893449	NorthWestern Energy	Light Maint	$ 35.16	SILMD 331 Acct# 4174593-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 31.12	SILMD 331 Acct# 4176340-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 171.41	SILMD 332 Acct# 4093467-1
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 486.20	SILMD 8 Acct# 0712544-6
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 436.67	SILMD 9 Acct# 0712545-3
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 748.18	SILMD 95 Acct# 0712556-0
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 11,829.61	SILMD 97 Acct# 0712557-8
09/28/2026	893449	NorthWestern Energy	Light Maint	$ 1,444.27	SILMD 99 Acct# 0712558-6
09/28/2026	893448	NorthWestern Energy	Park Dist 1	$ 145.68	0712539-6
09/28/2026	893448	NorthWestern Energy	Park Dist 1	$ 1,832.40	1160780-1
09/28/2026	893448	NorthWestern Energy	Park Dist 1	$ 26.47	1635289-0
09/28/2026	893448	NorthWestern Energy	Park Dist 1	$ 32.25	3020837-5
09/28/2026	893448	NorthWestern Energy	Parks Maint	$ 54.27	4103439-8
09/28/2026	893448	NorthWestern Energy	Public Safety	$ 611.98	4045328-4
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 104.75	0707245-7 2102 Rehberg Ln SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 102.93	0708907-1 1900 Miles Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 58.59	0712695-6 3401 3rd Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 45.72	0712697-2 1800 4th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 164.30	0712699-8 2800 4th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 59.69	0712700-4 2900 1/2 4th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 175.65	0712701-2 3200 4th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 49.46	0712702-0 1300 6th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 148.80	0712703-8 1800 6th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 43.37	0712705-3 2800 6th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 241.56	0712708-7 3100 6th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 123.99	0712713-7 600 Broadwater Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 53.27	0712714-5 800 Broadwater Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 264.46	0712715-2 1400 Broadwater Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 251.50	0712716-0 1500 Broadwater Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 131.51	0712717-8 1600 Broadwater Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 117.70	0712718-6 1900 Broadwater Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 148.80	0712719-4 2400 Broadwater Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 256.75	0712720-2 2900 Broadwater Ave SGNL

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 264.46	0712721-0 1500 Miles Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 115.10	0712722-8 3200 Central Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 167.66	0712725-1 1500 Central Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 66.37	0712727-7 401 S 24th St W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 61.34	0712729-3 111 S 24th St W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 52.20	0712731-9 2800 Central Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 232.74	0712733-5 600 N 31st St SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 87.98	0712735-0 1329 5th St W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 109.94	0712736-8 800 Grand Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 181.24	0712739-2 1600 Grand Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 381.02	0712741-8 1900 Grand Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 130.02	0712742-6 2999 Grand Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 76.70	0712744-2 500 Lewis Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 188.10	0712745-9 1400 Lewis Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 339.90	0712746-7 1500 Lewis Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 224.24	0712747-5 1600 Lewis Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 186.52	0712748-3 2400 Lewis Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 80.07	0712752-5 1700 Poly Dr SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 272.89	0712753-3 1300 Poly Dr SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 150.60	0712756-6 438 Poly Dr SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 151.05	0712757-4 2400 Stillwater Ln SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 265.60	0712760-8 2400 St Johns Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 66.21	0712763-2 3200 King Ave W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 143.10	0718990-5 1900 Central Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 265.23	0719121-6 2400 Grand Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 225.30	0719265-1 Hilltop Rd Streetlights
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 54.95	0719740-3 2400 Rosebud Dr SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 421.35	0719791-6 1944 Monad Rd SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 106.37	0720259-1 Constitution Ave & Govenors Blvd SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 52.20	0720732-7 4003 State Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 54.79	0720801-0 517 S 24th St W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 44.74	0720815-0 3618 6th Ave S SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 132.72	0720819-2 800 Central Ave SGNL

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09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 65.40	0720824-2 Rehberg Ln & Poly Dr N Side SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 130.16	0720831-7 2900 2nd Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 126.54	0720833-3 2800 3rd Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 35.90	0720836-6 2205 Central Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 96.62	0720843-2 2651 King Ave W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 135.56	0720848-1 3000 2nd Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 330.41	0720850-7 2915 3rd Ave N SGNL LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 43.20	0720889-5 3100 4th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 24.03	0720933-1 3113 9th Ave N LT Flasher
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 131.77	0720949-7 500 Broadwater Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 81.30	0720975-2 Wicks Ln & Nutter Blvd SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 22.50	0720988-5 Lampman Dr LT E Flasher
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 22.37	0720989-3 3200 Canyon Dr LT W Flasher
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 81.30	0721058-6 3800 Rimroc Rd SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 128.47	0721089-1 2600 4th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 81.45	0721092-5 900 N 30th St SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 125.25	0721099-0 1700 Colton Blvd SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 47.94	0721525-4 551 S Billings Blvd PDST
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 69.55	0721553-6 1408 3rd St W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 106.53	0721560-1 1700 Parkhill Dr SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 101.50	0721790-4 2900 King Ave W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 91.05	0760631-2 Wicks Ln & Lake Elmo Dr SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 95.31	0789567-5 2911 6th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 18.86	0873899-9 3200 Colton Blvd LT
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 63.63	0904611-1 Wicks Ln & Bench Blvd Signal
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 140.23	0907784-3 Rimrock Rd & 17th St W SE corner Signal
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 105.36	0931417-0 1302 Rimrock Rd SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 67.13	0951040-5 1300 Grand Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 58.00	0951050-4 1400 Grand Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 65.76	0951058-7 1500 Grand Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 133.14	0960752-4 Central Ave at Target Signal
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 65.16	1054291-8 3000 King Ave W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 102.77	1085474-3 1200 Central Ave SGNL

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09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 167.96	1153824-6 2901 Central Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 89.99	1256894-5 2400 Central Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 87.53	1262599-2 3320 4th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 82.97	1322225-2 3420 Rimrock Rd SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 62.20	1379905-1 Zimmerman & Ave E PED for Lts
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 28.90	1379906-9 Zimmerman & Colton PED for Lts
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 94.13	1386497-0 3420 Zimmerman Trl PDST
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 205.59	1416118-6 Inter of Rimrock Rd & Shiloh PED
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 123.19	1425184-7 Wicks & Governors PED SGNL & LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 99.42	1438574-4 3200 Monad Dr SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 53.27	1452746-9 1013 Central Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 191.71	1484127-4 3200 Broadwater Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 55.07	1509087-1 600 Hawthorne Ln LT
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 100.79	1515543-5 SW Corner Grand & Zimmerman SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 112.97	1526764-4 600 Central Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 43.97	1582187-9 2800 Broadwater Ave Bicycle Crossing LED PED Signs
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 87.05	1748906-3 Aronson Ave & Alkali Cr Rd LIGHTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 64.59	1752483-6 4345 King Ave E SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 59.82	1752484-4 4547 King Ave E SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 94.24	1765790-9 900 Govenors Blvd SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 91.80	1788495-8 4809 Midland Rd SGNL 2LT
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 63.99	1806914-6 2691 Monad Rd LT
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 149.35	1825000-1 SW of Aronson & Alkali Cr SGNL & LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 180.31	1833687-5 Airport Rd Aronson & Main Lts
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 70.24	1929113-7 W Wicks Ln & Saint Andrews Dr SGNL & LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 52.80	1933797-1 4190 State Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 73.54	1951646-7 2800 2nd Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 489.39	2048982-9 4001 Monad Rd LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 38.42	2142803-2 2000 4th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 5.90	3023707-7 441 Bench Blvd LT
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 11.35	3023710-1 300 Bench Blvd LT
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 75.57	3048085-9 800 Bench Blvd LT
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 87.72	3050490-6 3600 Hesper Rd LT SGNL

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09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 50.31	3081578-1 1235 W Wicks Ln LTS (Interbelt loop)
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 91.07	3146802-8 1300 Parkhill Dr SGNL & LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 25.24	3240196-0 2151 6th Ave N Sgnl PED(HAWK)
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 160.17	3267280-0 6th Ave N Exposition Dr to 10th St LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 82.83	3293486-1 3199 Gabel Rd SGNL LGT
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 22.19	3346311-8 1880 Bench Blvd Bitterroot Schl Flashers
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 82.06	3366948-2 3599 Grand Ave SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 105.98	3369287-2 3801 Grand Ave SGNL & LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 115.88	3402639-3 200 Bench Blvd SGNL & LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 153.45	3432007-7 6th Ave Bypass LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 74.91	3587442-9 3800 38th ST W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 78.39	3587443-7 3600 36th ST W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 22.05	3599361-7 3122 Zimmerman Trl Gate
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 40.50	3603809-9 1031 HWY 3 (Variable Message Sign & LED tunnel LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 24.03	3611118-5 1952 Terminal Cir
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 24.63	3620247-1 1688 Aviation PL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 93.56	3687097-0 1501 Monad Rd SGNL STLTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 78.96	3792349-7 2348 Overland Ave SGNL LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 22.05	3815458-9 4150 King Ave E SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 69.82	3917221-8 498 Rimrock Rd LT SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 93.02	4084925-9 3201 Grand Ave SGNL LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 71.24	4093468-9 5599 Elysian Rd SGNL LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 63.32	4185748-3 3600 Gabel Rd SGNL & LTS
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 58.90	4203757-2 3601 King Ave W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 27.94	4229423-1 3601 King Ave W STLT
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 116.62	4288554-1 1359 17th ST W SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 36.67	4302634-3 3218 4th Ave N SGNL
09/28/2026	893449	NorthWestern Energy	Street/Traffic	$ 56.47	4302635-0 3449 2nd AVE N SGNL
09/28/2026	893448	NorthWestern Energy	Street/Traffic	$ 1.06	5179 Midland Rd IRRG
09/28/2026	893448	NorthWestern Energy	Water	$ 178.04	2251 Belknap Ave Lights Aug 2026
09/28/2026	893454	Playspace Designs Incorporated	Parks Maint	$ 17,881.32	playground replacement pieces for yellowstone family - 14318
09/28/2026	893455	Pride of Montana	Facilities	$ 264.22	BILLINGS CITY HALL 3RD FLOOR RESTROOM SUPPLIES Aug 26
09/28/2026	893455	Pride of Montana	Facilities	$ 17,051.65	monthly custodial service - august 2026

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09/28/2026	893455	Pride of Montana	Facilities	$	12,000.00	monthly custodial services for BOC
09/28/2026	ACH	RDO Equipment	Fleet	$	109.59	P6215812
09/28/2026	ACH	RDO Equipment	Fleet	$	77.22	P6215812
09/28/2026	ACH	RDO Equipment	Fleet	$	30.11	P6215812
09/28/2026	ACH	RDO Equipment	Fleet	$	(30.11)	P6216512
09/28/2026	ACH	RDO Equipment	Fleet	$	(109.59)	P6216512
09/28/2026	ACH	RDO Equipment	Fleet	$	61.40	P6216512
09/28/2026	ACH	RDO Equipment	Fleet	$	30.50	P6216512
09/28/2026	ACH	RDO Equipment	Fleet	$	153.70	P6217212
09/28/2026	ACH	RDO Equipment	Fleet	$	75.58	P6333712
09/28/2026	ACH	RDO Equipment	Fleet	$	48.88	P6333712
09/28/2026	ACH	RDO Equipment	Fleet	$	200.76	P6333712
09/28/2026	ACH	RDO Equipment	Fleet	$	4.52	P6333712
09/28/2026	ACH	RDO Equipment	Solid Waste	$	3,162.97	AIR FILTERS AND FILTER ELEMENTS
09/28/2026	ACH	RDO Equipment	Solid Waste	$	3,284.97	AIR FILTERS AND FILTER ELEMENTS
09/28/2026	ACH	RDO Equipment	Solid Waste	$	1,265.00	DIAGNOSE DEF PRESSURE CODES
09/28/2026	ACH	RDO Equipment	Solid Waste	$	2,256.30	DIAGNOSE WHY GRINDER DRUM NOT TURNING
09/28/2026	ACH	RDO Equipment	Solid Waste	$	151.85	FILTER KIT AND DEF FLUID
09/28/2026	ACH	RDO Equipment	Solid Waste	$	162.59	HYDRAULIC FLUID FOR UNIT# 0269
09/28/2026	ACH	RDO Equipment	Solid Waste	$	604.83	RADIATOR HOSE, SHIPPING, HAZARDOUS MTL AND SRV ACCESS
09/28/2026	ACH	RDO Equipment	Solid Waste	$	1,178.40	REPAIR RADIATOR HOSE
09/28/2026	ACH	RDO Equipment	Solid Waste	$	(9,129.69)	RETURNED DOOR THAT WAS PURCHASED ON 2-29-2024 # 0263.
09/28/2026	ACH	RDO Equipment	Solid Waste	$	285.63	SRV ACCESSORIES AND HAZARDOUS MATERIAL
09/28/2026	ACH	RDO Equipment	Solid Waste	$	1,600.00	TRANSPORT UNIT# 0269 FROM LANDFILL TO SHOP.
09/28/2026	ACH	RDO Equipment	Wastewater	$	156.00	CUTTING EDGE AND BOLTS
09/28/2026	ACH	RDO Equipment	Wastewater	$	230.34	HYDRAULIC HOSE FITTINGS
09/28/2026	ACH	RDO Equipment	Water	$	156.01	CUTTING EDGE AND BOLTS
09/28/2026	ACH	RDO Equipment	Water	$	230.34	HYDRAULIC HOSE FITTINGS
09/28/2026	893462	Reliable Mechanical & Controls	Facilities	$	6,157.50	Install new tank level sensor on diesel generator.
09/28/2026	893462	Reliable Mechanical & Controls	Facilities	$	5,527.78	Programming for RTU's
09/28/2026	893466	Rocky Mountain Compost	Park Dist 1	$	1,160.00	fall protection for various parks - 32221
09/28/2026	893466	Rocky Mountain Compost	Parks Maint	$	1,024.00	fall protection for various parks - 32221
09/28/2026	893466	Rocky Mountain Compost	Parks Maint	$	1,024.00	fall protection for various parks - 32221

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09/28/2026	893466	Rocky Mountain Compost	Parks Maint	$	952.00	fall protection for various parks - 32221
09/28/2026	893468	Rove Valuations	Storm Sewer	$	3,500.00	WO 25-18 Yegen Shiloh Easement
09/28/2026	893473	Scotts Mobile Welding	Public Safety	$	11,634.00	Training Center Modifications
09/28/2026	893475	Selbys	Building	$	2,024.00	Annual Bluebeam Renewal -Building Division
09/28/2026	893475	Selbys	Engineering	$	5,379.00	Annual Bluebeam Renewal -Engineering
09/28/2026	893475	Selbys	IT Resources	$	143.00	Annual Bluebeam Renewal -IT
09/28/2026	893475	Selbys	Planning	$	3,344.00	Annual Planning Bluebeam Renewal
09/28/2026	893475	Selbys	Public Safety	$	1,166.00	Annual Bluebeam Renewal -Fire
09/28/2026	893475	Selbys	Street/Traffic	$	143.00	Annual Bluebeam Renewal -Streets
09/28/2026	893475	Selbys	Wastewater	$	880.00	Annual Bluebeam Renewal -Environmental
09/28/2026	893475	Selbys	Wastewater	$	220.00	Annual Bluebeam Renewal -PW Engels
09/28/2026	893475	Selbys	Water	$	220.00	Annual Bluebeam Renewal -PW Engels
09/28/2026	893477	SHI International Corp	IT Resources	$	1,746.04	Qty 12 email only to G3 Upgrades
09/28/2026	893477	SHI International Corp	Public Safety	$	1,100.00	G1 to G3 Upgrades
09/28/2026	893489	Terracon Consultants	Tax Incrmnt S	$	4,826.25	Amend Park - Materials Testing and Special Inspections
09/28/2026	893490	The Goodyear Tire & Rubber	Transit	$	3,210.01	9875231496 tire lease
09/28/2026	893492	Tire-Rama	Fleet	$	1,600.00	105-49018
09/28/2026	893492	Tire-Rama	Fleet	$	1,144.00	105-49018
09/28/2026	893492	Tire-Rama	Solid Waste	$	50.00	MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$	25.00	MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$	60.00	MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$	5.00	ROTATE
09/28/2026	893492	Tire-Rama	Solid Waste	$	20.00	ROTATE
09/28/2026	893492	Tire-Rama	Solid Waste	$	200.00	TIRE DISMOUNT AND MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$	200.00	TIRE DISMOUNT AND MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$	200.00	TIRE DISMOUNT, ROTATE AND MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$	120.00	TIRE DISMOUNT, ROTATE AND MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$	200.00	TIRE DISMOUNT, ROTATE AND MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$	120.00	TIRE DISMOUNT, ROTATE AND MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$	240.00	TIRE DISMOUNT, ROTATE AND MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$	240.00	TIRE DISMOUNT, ROTATE AND MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$	100.00	TIRE DISMOUNT, ROTATE AND MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$	200.00	TIRE DISMOUNT, ROTATE AND MOUNT

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09/28/2026	893492	Tire-Rama	Solid Waste	$ 110.00	TIRE DISMOUNT, ROTATE AND MOUNT
09/28/2026	893492	Tire-Rama	Solid Waste	$ 3,847.95	tire repairs
09/28/2026	893492	Tire-Rama	Solid Waste	$ 4,622.45	Tire repairs
09/28/2026	893492	Tire-Rama	Solid Waste	$ 5.00	TIRE ROTATE
09/28/2026	893492	Tire-Rama	Solid Waste	$ 40.00	TIRE ROTATE
09/28/2026	893492	Tire-Rama	Solid Waste	$ 5.00	TIRE ROTATE
09/28/2026	893492	Tire-Rama	Solid Waste	$ 20.00	TIRE ROTATE
09/28/2026	893492	Tire-Rama	Solid Waste	$ 10.00	TIRE ROTATION
09/28/2026	893492	Tire-Rama	Solid Waste	$ 40.00	TIRE ROTATION
09/28/2026	893492	Tire-Rama	Solid Waste	$ 20.00	TIRE ROTATION
09/28/2026	893492	Tire-Rama	Solid Waste	$ 40.00	TIRE ROTATION
09/28/2026	893492	Tire-Rama	Solid Waste	$ 40.00	TIRE ROTATION
09/28/2026	893492	Tire-Rama	Solid Waste	$ 5.00	TIRE ROTATION
09/28/2026	893492	Tire-Rama	Solid Waste	$ 20.00	TIRE ROTATION
09/28/2026	893492	Tire-Rama	Solid Waste	$ 5.00	TORQUE WHEELS
09/28/2026	893492	Tire-Rama	Street/Traffic	$ 96.82	NEW TIRE
09/28/2026	ACH	Town & Country Supply	Public Safety	$ 2,502.73	Diesel for stations
09/28/2026	ACH	Town & Country Supply	Transit	$ 39,113.90	457065 diesel fuel (7000 gal.)
09/28/2026	ACH	Town & Country Supply	Transit	$ 4,122.70	458126 unleaded fuel (1000 gal.)
09/28/2026	ACH	Town & Country Supply	Water	$ 22,267.14	DIESEL FUEL
09/28/2026	ACH	Town & Country Supply	Water	$ 16,490.80	UNLEADED FUEL
09/28/2026	ACH	Tractor & Equipment	Solid Waste	$ 1,635.83	BELT, STEP, SPACER, BRACKET, PLATE, NUTS AND BOLTS
09/28/2026	ACH	Tractor & Equipment	Solid Waste	$ 882.53	CAB FILTERS
09/28/2026	ACH	Tractor & Equipment	Solid Waste	$ 1,769.70	CAB FILTERS
09/28/2026	ACH	Tractor & Equipment	Solid Waste	$ 1,481,573.08	Caterpillar D9 Bulldozer - Landfill
09/28/2026	ACH	Tractor & Equipment	Solid Waste	$ 275.25	ELEMENTS
09/28/2026	ACH	Tractor & Equipment	Solid Waste	$ 334.23	ELEMENTS
09/28/2026	ACH	Tractor & Equipment	Solid Waste	$ 149.50	FILTERS
09/28/2026	ACH	Tractor & Equipment	Solid Waste	$ 188.74	GLASS
09/28/2026	ACH	Tractor & Equipment	Solid Waste	$ (20,000.00)	trade in #0263 2020 JD 950K SN LF370179
09/28/2026	893494	Trojan Technologies Corp	Water	$ 11,956.15	Restock UV Bulbs
09/28/2026	893497	Vector Solutions	EOC 911	$ 9,607.50	911 Center - Performance Tracker - QA Tracker - DOR Tracker
09/28/2026	ACH	Wastequip Manufacturing	Street/Traffic	$ 19,558.00	INV #20INV000986066 Four (4) Roll off Tanks

Check Date	Check #	Name	Fund Name		Amount	Item Desc
09/28/2026	893500	Western Systems	Street/Traffic	$	406.56	INV #0000072374 S&H Breakaway bases for Traffic Signals
09/28/2026	893500	Western Systems	Street/Traffic	$	5,891.20	INV #0000072374 Breakaway bases for Traffic Signals
09/28/2026	ACH	Western Water Consultants	Water	$	5,303.69	FEMA HMGP through July 31

City Council Regular Business Meeting
Meeting Date: 10/26/2026
TITLE: Public Hearing and Resolution Adopting Storm System Development Fees
PRESENTED BY: Jennifer Duray
Department: Public Works
Presentation: Yes
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution adopting Storm System Development Fees.

EXECUTIVE SUMMARY

Public Works recommends that Council conduct a public hearing and adopt the resolution establishing stormwater system development fees (SDFs), effective January 1, 2027. The one-time fees would require new development to contribute its proportionate share of growth-related stormwater infrastructure costs and are projected to generate $800,000 to $950,000 annually for eligible capital improvements. The Impact Fee Advisory Committee recommended adoption, the Council Budget and Finance Committee recommended advancing the proposal, and Council unanimously directed staff to bring it forward for consideration at a regular business meeting.

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

As a follow-up to previous Council direction, Public Works proposes adoption of a stormwater system development fee (SDF) to help fund the capital infrastructure needed to serve new development. The City currently assesses SDFs for water and wastewater infrastructure but does not assess a stormwater SDF. This one-time fee would allow new development to contribute its proportionate share of growth-related stormwater infrastructure costs.

The City of Billings Stormwater System Development Fee Report (attached to this memo) provides the analysis supporting the proposed fees, including the capital improvement schedule and financial methodology. The proposed fees are intended to fund additional system capacity needed for growth. They would not fund routine operations and maintenance or correction of existing system deficiencies.

The proposed fee schedule uses the stormwater Equivalent Residential Unit (ERU) of 3,751.22 square feet of impervious area established by Council through Resolution 26-11347 on June 8, 2026. Single-family residential properties would be assigned 1.0 ERU, and duplexes would be assigned 1.5 ERUs. Commercial ERUs would be calculated based on impervious area, with a minimum assignment of 1.0 ERU, subject to limitations for existing development. The proposed base fee is $967 per ERU. Commercial developments would receive service-demand credits resulting in charges of $513 per ERU for developments connected to the City storm sewer system and $329 per ERU for developments not connected to the system.

The Impact Fee Advisory Committee reviewed the proposed stormwater SDF report and fee schedule and recommended adoption. Staff presented the proposal to the Council Budget and Finance Committee on September 16, 2026, which recommended advancing it to the full Council. At the October 5, 2026 work session, Council voted unanimously to bring the proposal forward to a regular business meeting for a public hearing and consideration of adoption.

The public hearing provides an opportunity for interested parties to comment on the proposed fees before Council considers adoption. The resolution establishes the fee schedule, collection and expenditure requirements, refund provisions, an appeal process, and a schedule for updating the supporting report. If adopted, the stormwater SDF would take effect January 1, 2027. Before implementation, staff will conduct outreach to builders and the development community to explain the fee schedule and methodology.

FISCAL EFFECTS

Storm system development fees are anticipated to generate $800,000 to $950,000 of revenue annually, depending on the level and type of development activity. Revenue will be deposited in a dedicated stormwater SDF fund and used to finance eligible growth-rleated stormwater capital improvements.

STAKEHOLDERS

ALTERNATIVES

City Council must hold a public hearing and then may:

- Approve the recommended resolution,
- Approve an amended resolution, or:
- Not approve the resolution. If Council does not approve a resolution, storm system development fees will not be implemented.

Attachments

Report
Resolution

FCS
a Bowman company

CITY OF BILLINGS

Stormwater System Development Fee

Submitted by:

FCS, a Bowman company
7525 166th Ave NE
Ste D-215
Redmond, WA 98052
P: 425.867.1802

Submitted to:

Tyler Westrope, PE
Office of the City Engineer
316 N. 26th Street – 5th Floor
Billings, MT 59101
P: 406.247.8656

September 2026

September 3, 2026

Tyler Westrope, PE
Office of the City Engineer
316 N. 26th Street – 5th Floor
Billings, MT 59101

Re: Stormwater System Development Fee

Dear Mr. Westrope:

FCS is pleased to submit this report documenting the stormwater system development fee (SDF) analysis conducted for the City of Billings. SDFs are one-time fees, generally paid at the time of permit issuance. These charges help provide equity between existing and new customers, and they also provide a source of funding for utility-related capital projects as growth occurs. The resulting SDF per equivalent residential unit (ERU) is **$967**.

The report also recommends a stormwater SDF of **$513 per ERU** for all commercial development (reflecting a 47% credit) and **$329 per ERU** for commercial development not connected to the City's stormwater infrastructure (reflecting a 66% credit).

The detailed methodologies used to arrive at these results are provided in this report.

It has been a pleasure to work with you and other City staff on this effort. Please let us know if you have any questions or need additional information. Tage can be reached at (425) 615-6487 or Tage.Aaker@bowman.com.

Sincerely,

John Ghilarducci
Principal

Tage Aaker
Senior Project Manager

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1.0 Introduction

Study Background

In 2020, the City of Billings, Montana (City) contracted with FCS, a Bowman company and DOWL to review the City's stormwater program and develop supporting rates and system development fees. The City's stormwater program inspects and maintains the existing stormwater system, constructs new facilities to address drainage issues and improve water quality, works with businesses and residents to reduce pollution, monitors the health of waterways within its service area, responds to flooding from storms, and works to maintain compliance with applicable regulations.

The City bills and collects fees from customers within its service area to provide the resources needed to plan, manage, design, construct, maintain, and upgrade its stormwater system. In FY 2024, based on the recommendations of this study, the City Council implemented a rate increase coupled with a more equitable rate structure. In FY 2025 and 2026, the Council approved rate increases to further support the City's initiatives, specifically allocating resources toward stormwater system deferred maintenance and capital projects.

Now, the City has the option to introduce a stormwater system development fee (SDF) as an additional cost recovery mechanism for capital projects. An SDF is a method of recovering from new customers a proportionate share of the utility's investment in capital infrastructure. The charge is imposed on both new development and redevelopment that increases demand for system capacity.

General Legal Overview

The City has the legal authority to implement a stormwater SDF through both local ordinance and state law.

Locally, Chapter 28 of the Billings Municipal Code establishes the City's authority to regulate stormwater management and control, including the development and enforcement of programs to address runoff from new developments and redevelopment projects. This chapter, section 28-101(1)(h), explicitly provides for an equitable distribution of program costs, including but not limited to a fee schedule for storm sewer services.

At the state level, Montana Code Annotated (MCA), Title 7, Chapter 6, Part 16 authorizes local governments to impose impact fees for infrastructure needs, including stormwater facilities. Note that the City refers to these types of fees as *system development fees*, but the legal framework is based on Montana *impact fee* law, which is consistent with how the City calculates its water and sewer system development fees. The remainder of this report will refer to these fees as system development fees, except for specific references from the MCA.

> **Montana Code Annotated 7-6-1601,1602:** "An Impact fee means any charge imposed upon development by a governmental entity as part of the development approval process to fund the additional service capacity required by the development from which it is collected. … The impact fees imposed may not exceed a proportionate share of the costs incurred or to be incurred by the governmental entity in accommodating the development."

Together, these authorities empower the City to assess and collect stormwater system development fees to support sustainable water quality and stormwater infrastructure. **Section 2** will provide more detail on the prescribed legal framework per Montana Code Annotated.

2.0 Legal Framework

As previously noted, MCA Title 7 *Local Government*, Chapter 6 *Financial Administration and Taxation*, Part 16 *Impact Fees to Fund Capital Improvements* authorizes local governments to impose impact fees for infrastructure needs, including stormwater facilities. In summary, impact fees must recover only growth's proportional share of eligible capital improvements and cannot include costs for correcting deficiencies.

According to MCA 7-6-1601(1)(a), capital improvements "means improvements, land, and equipment with a useful life of 10 years or more that increase or improve the service capacity of a public facility." Notably, MCA 7-6-1601(7)(d), defines a public facility to include a "storm water collection, retention, detention, treatment, or disposal facility or a flood control facility."

The MCA provides specific guidelines and methodologies for calculating and administering impact fees. In particular, MCA 7-6-1602(2) outlines the requirements for an impact fee methodology report:

> (a) describe existing conditions of the facility;
>
> (b) establish level-of-service standards;
>
> (c) forecast future additional needs for service for a defined period of time;
>
> (d) identify capital improvements necessary to meet future needs for service;
>
> (e) identify those capital improvements needed for continued operation and maintenance of the facility;
>
> (f) make a determination as to whether one service area or more than one service area is necessary to establish a correlation between impact fees and benefits;
>
> (g) make a determination as to whether one service area or more than one service area for transportation facilities is needed to establish a correlation between impact fees and benefits;
>
> (h) establish the methodology and time period over which the governmental entity will assign the proportionate share of capital costs for expansion of the facility to provide service to new development within each service area;
>
> (i) establish the methodology that the governmental entity will use to exclude operations and maintenance costs and correction of existing deficiencies from the impact fee;
>
> (j) establish the amount of the impact fee that will be imposed for each unit of increased service demand;
>
> (k) have a component of the budget of the governmental entity that:
>
> (i) schedules construction of public facility capital improvements to serve projected growth;
>
> (ii) projects costs of the capital improvements;
>
> (iii) allocates collected impact fees for construction of the capital improvements; and
>
> (iv) covers at least a 5-year period and is reviewed and updated at least every 5 years.

The following subsections explain how the City's approach to calculating these fees addresses each item.

Describe Existing Conditions of the Facility (a)

FCS used information from City staff and its consulting engineer, DOWL, to estimate how much of the City's existing stormwater infrastructure was available to serve growth (approximately 18 percent). That methodology and process will be described further in a subsequent section.

Establish Level-of-Service Standards (b)

In its 2022 report *Stormwater Utility Development – Phase II*, DOWL outlined different service levels for the City. The service levels were named minimum, proactive and best practice. Following discussions with the City Council and the Budget and Finance committee, rates for FY 2025 were adopted to support a service level that falls between proactive and best practice. The City Council also approved a rate increase for FY 2026 to maintain this standard, which applies citywide and forms the baseline for evaluating which projects to include in the ten-year planning period.

Forecast Additional Needs & Capital Improvements (c), (d), (e)

To maintain the adopted level of service as the City grows, it is necessary to maintain and, in some cases, expand stormwater infrastructure to manage water quality and address localized flooding as impervious surface area and related runoff increase. In its September 2026 memo, *WO 20-37 Stormwater Utility Rate – SDF & Parkland Impervious Quantification*, DOWL summarized fourteen capital projects that are scheduled to be completed over the next ten years, totaling $38.3 million (2024 dollars).

The City's stormwater system development fee is based on the estimated capital costs required to support new development at the City's targeted level of service. Only the portion of those capital projects that will serve growth is included in the fee calculation, ensuring a rational nexus between the fee and the development it supports. Operating and maintenance costs are excluded from these estimates. **Exhibit 4** details this information.

Service Area Determination (f), (g)

Based on discussions with City staff and DOWL, it was determined that a single, citywide service area is ideal because it aligns with the adopted level-of-service standard—set between proactive and best practice—which supports consistent stormwater management across the service area. A stormwater utility protects properties from flooding and runoff, keeps roads passable for daily and emergency travel, and improves water quality by managing pollution from stormwater—all of which benefit the entire service area.

Additionally, the City's stormwater rate is applied citywide. So, the single service area would make the system development fee and the rate approaches consistent. Lastly, the complexity and administrative burden of multiple service areas is avoided.

Study Period and Proportionality (h), (i)

The $38.3 million capital plan previously noted is based on a ten-year forecast prepared by City staff and DOWL. It is our understanding that this is consistent with the time period incorporated into the City's water and sewer system development fee calculations.

A central principle noted in the MCA is that impact fees must be proportionate to the impact of the development. The MCA 7-6-1602(1), (2) requires that the governing body have a capital improvement plan and

demonstrate that the fees are based on a reasonable relationship between the fee and the development's impact. MCA 7-6-1603(1) reinforces this by stating that the collection and expenditure of impact fees must be "reasonably related to the benefits accruing to the development paying the impact fees."

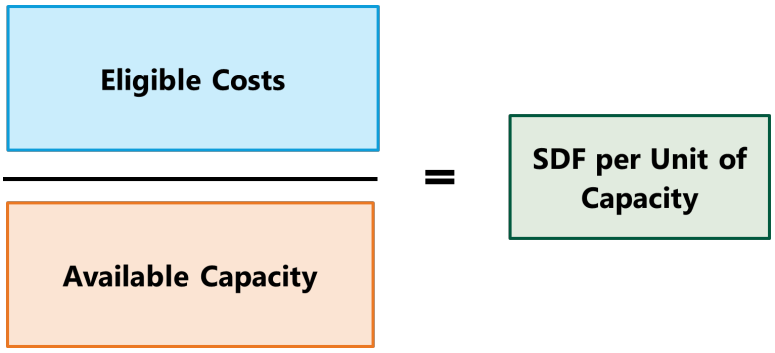
City staff and DOWL estimated the areas impacted by each project and determined how much of that area was already developed versus vacant but developable (i.e., available for growth), as documented in the September 2026 memo from DOWL, *WO 20-37 Stormwater Utility Rate – SDF & Parkland Impervious Quantification*. Under this approach, a growth percentage was derived for each project to determine the growth-related cost to include in the calculation.

Impact fees / SDFs cannot be used to correct existing deficiencies in public facilities. MCA 7-6-1602(2)(i) explicitly requires that an impact fee's methodology will "exclude operations and maintenance costs and correction of existing deficiencies from the impact fee." This ensures that new development is not unfairly burdened with costs that should be borne by existing customers. By specifically estimating the growth portion of each project, the calculation excludes all capital costs estimated to serve current development (i.e., existing deficiencies).

Establish the Impact Fee for Each Unit of Service (j)

Exhibit 1 outlines the SDF calculation for the stormwater program: eligible costs are divided by the available capacity over the planning period. The resulting stormwater SDF is shown as a dollar amount per unit of capacity, or in this case, per equivalent residential unit (ERU).

Exhibit 1. Calculation Framework



Consistent with the City's adopted monthly rate structure, as noted in *Resolution 26-11347,* one ERU is generally based on the type of development and associated impervious coverage. The following land use distinctions are used in this determination:

- Each single-family residential property = 1.0 ERU.
- Each duplex = 1.5 ERUs.
- Commercial properties are assigned ERUs based on measured impervious area, where one ERU is defined as 3,751.22 impervious square feet.

Budget Unit Dedicated to Stormwater (k)

The City complies with MCA 7-6-1602(2)(k) by using stormwater funds (8400 & 2070) and a five-year capital improvement plan, updated annually. This plan outlines infrastructure projects, estimated costs, and funding sources. Staff also maintain an internal long-term planning document to guide future needs. That long-term planning document informs the ten-year forecast of capital projects identified in the stormwater SDF calculation.

3.0 SDF Numerator: Eligible Costs

The capital costs (the "cost basis") used in the SDF calculation can be separated into two major categories:

- **Existing infrastructure.** These costs represent the net investment in assets that currently provide service to existing customers and have capacity for future customers. Only the portion of infrastructure estimated to be available to serve growth is included in the SDF calculation. Any asset identified as being contributed (e.g., developer donation) is excluded from the calculation.
- **Future capital projects.** These costs refer to capital improvement projects that the utility plans to undertake within the next ten years. Only the portion of each capital project estimated to add capacity to serve growth is included in the SDF calculation. Any portion of a project that is expected to be funded with grants is excluded from the calculation.

Existing Infrastructure – Growth Portion

The process for estimating eligible existing infrastructure cost for the SDF calculation involves two steps. First, fixed assets net of adjustments is determined, followed by allocating a portion of those assets to growth.

Calculate Fixed Assets Net of Adjustments

The first step in estimating the eligible asset cost for the SDF calculation is to determine the net value of fixed assets by adjusting for original cost, excluding developer contributions, subtracting debt principal outstanding, and removing short-lived equipment:

- **Original cost**: MCA 7-6-1602 (5) notes that the impact fee should be "based upon the actual cost of public facility expansion or improvements." Therefore, the analysis starts with the original cost of fixed assets currently in service based on City records.
- **Exclude equipment**: Under MCA 7-6-1601(1)(a), capital improvements are defined to include equipment with a useful life of 10 years or more that increases or improves the service capacity of a public facility. This means that eligible equipment—such as stormwater maintenance vehicles, sweepers, vactor trucks, etc.—can be included in SDF calculations only if they meet the longevity and service enhancement criteria. The City of Billings only has a few stormwater maintenance specific vehicles (e.g., dump trucks) that meet the longevity and service enhancement criteria. Additionally, only a fraction of this limited equipment can be attributed and applied to new growth. For those reasons, equipment assets were excluded entirely from the SDF calculation. This adjustment is minor, as eligible equipment comprises less than one-half of one percent of stormwater assets, and the burden to maintain and update this equipment data does not match the negligible change to the SDF fee.
- **Exclude Debt Principal Outstanding:** Outstanding debt is the unpaid portion of the system's cost still being recovered through rates. For this model, the outstanding principal is subtracted from the existing cost basis, ensuring new development is not charged for infrastructure that existing users are already repaying through their rates.
- **Exclude contributions:** MCA 7-6-1602 (5) goes on to note that the amount of the impact fee should be based on the cost incurred by the governmental entity. If an asset was constructed and paid for by a developer, as part of the developer's obligations, that is not a cost incurred by the City of Billings. Therefore, those contributed assets, where noted, are excluded from the calculation.

After adjustments, the net original cost of fixed assets is about $55.4 million (see **Exhibit 2**).

Exhibit 2. Existing Fixed Assets Net of Adjustments (end of FY 2024)

Description	Amount
Original Cost	$96,790,000
Less: Equipment in Fixed Assets	(790,000)
Less: Debt Principal Outstanding	(8,540,000)
Less: Fixed Assets Funded via Contributions	(32,030,000)
Total Net Existing Fixed Assets	**$55,430,000**

Note: Total may differ slightly due to rounding.

Estimating Growth's Share of Net Fixed Assets

The next step in estimating the eligible asset cost for the system development fee calculation involves determining how much of the City's $55.4 million in net fixed assets can be allocated to growth.

To support this analysis, City staff and its consulting engineer conducted a GIS-based review of the existing pipe and ditch inventory to identify summary-level asset location. It was estimated that 94% of assets are within City limits and 6% are in annexation areas, as documented in the September 2026 memo from DOWL, *WO 20-37 Stormwater Utility Rate – SDF & Parkland Impervious Quantification*.

Next, that team evaluated development status within each area to assess how much of the infrastructure serves existing development versus future growth. Within City limits, 85% of parcels are developed, meaning 15% of assets in that area are available to serve growth. In contrast, annexation areas are only 41% developed, with 59% of assets in those areas considered available to support new development.

The weighted average of the two areas is approximately 18%. **Exhibit 3** shows that based on these weighted adjustments, $9.7 million of the $55.4 million is estimated to serve new growth.

Exhibit 3. Net Existing Fixed Assets Allocated to Growth

Description	Amount
Net Existing Fixed Assets	$55,430,000
Estimated Allocation to Growth	18%
Existing Fixed Assets Allocated to Growth	**$9,740,000**

Note: Total may differ slightly due to rounding in the percentage shown.

Future Capital Projects – Growth Portion

Then, to estimate the portion of each project attributable to growth, City staff and DOWL calculated the total acreage affected by each project and identified how much of that land is currently developed versus available for future development—resulting in a unique growth percentage assigned to each project. In total, $13.3 million of future capital projects is assumed to serve growth and is therefore included in the SDF calculation.

Exhibit 4. Future Cost Basis Allocated to Growth

Project	Estimated Cost in Service Area	Allocation to Growth (%)	Growth Allocation ($) Rounded
54th St West: Rimrock To Grand & West End Regional Detention	$4,600,000	28%	$1,306,000
Grand Avenue Extension	$1,000,000	4%	$36,000
Babcock from Nutter to Sourdough	$2,300,000	20%	$461,000
Bitterroot and Wicks	$4,110,522	11%	$436,000
King Park Drainage	$1,800,000	4%	$65,000
East Lane to Elysian	$3,600,000	76%	$2,723,000
Cody Lane to Wicks Lane	$3,000,000	6%	$189,000
Rimrock Road: 54th to 62nd	$3,000,000	25%	$747,000
Hogans Slough Improvements	$1,280,000	35%	$452,000
Arnold Drain Improvements	$3,000,000	29%	$869,000
Grand Avenue 44th to Shiloh Drain	$4,000,000	73%	$2,939,000
Birely Drain - Rimrock to 48th	$3,200,000	49%	$1,556,000
Rimrock Road: Clearview to 54th	$2,000,000	70%	$1,396,000
Expo and 1st MDT Contribution	$1,400,000	9%	$122,000
Totals	**$38,290,522**		**$13,297,000**

Total Cost Basis

The cost basis for the system development fee totals approximately $23.0 million allocated to growth. This includes $9.7 million in existing infrastructure and $13.3 million in planned capital projects.

4.0 SDF Denominator: Growth Capacity

The MCA requires that the City assign a proportionate share of capital costs to new development when calculating impact fees. To meet this requirement, only infrastructure that will serve growth is included in the numerator (**Section 3.0**), and only the growth that can be served by that infrastructure is included in the denominator. In this case, the denominator is expressed in equivalent residential units (ERUs), based on the amount of developable land and assumed impervious surface coverage.

The capital projects previously identified are expected to serve approximately 2,560 vacant acres that could be developed in the future. Applying an assumption of 80% impervious coverage results in an estimated 89.3 million square feet of future impervious area that could be developed. Dividing this by 3,751.22 square feet per ERU (the City's standard) yields roughly 23,800 ERUs, as shown in **Exhibit 5**. The City now serves about 92,000 ERUs, and these capital projects support roughly 26% growth.

Exhibit 5. Growth ERUs served by Capital Projects

Description	Amount (rounded)
Vacant area served by capital projects (acres)	2,560
Vacant area impacted by projects (square feet)	111,684,000
Impervious coverage percentage estimate once developed	80%
Estimated impervious square feet once developed	89,347,000
Equivalent Residential Unit (ERU) definition (impervious square feet)	3,751
Total New ERUs Served	**23,800**

While a lower impervious percentage could be argued, the use of an 80% assumption is intentionally conservative. Based on discussions with City staff and DOWL, 75–80% is considered a reasonable "textbook" figure in the absence of detailed site-specific plans. Using the higher end of that range results in a greater number of ERUs, which in turn slightly lowers the calculated system development fee per unit. All else being equal, this leads to a more defensible fee structure, as it reduces the likelihood of overstating the financial burden on new development while still maintaining proportionality and compliance with statutory requirements. This assumption can be modified over time as additional basin-specific data is known.

5.0 Summary of Inputs & SDF Calculation

Summary of Methodology and Inputs

The City of Billings conducted an analysis to establish a stormwater system development fee (SDF) that equitably charges new developments for the capital costs of stormwater infrastructure needed to serve growth. The SDF is a one-time fee charged to new developments to help fund additional stormwater infrastructure capacity required, ensuring fairness between existing and new customers.

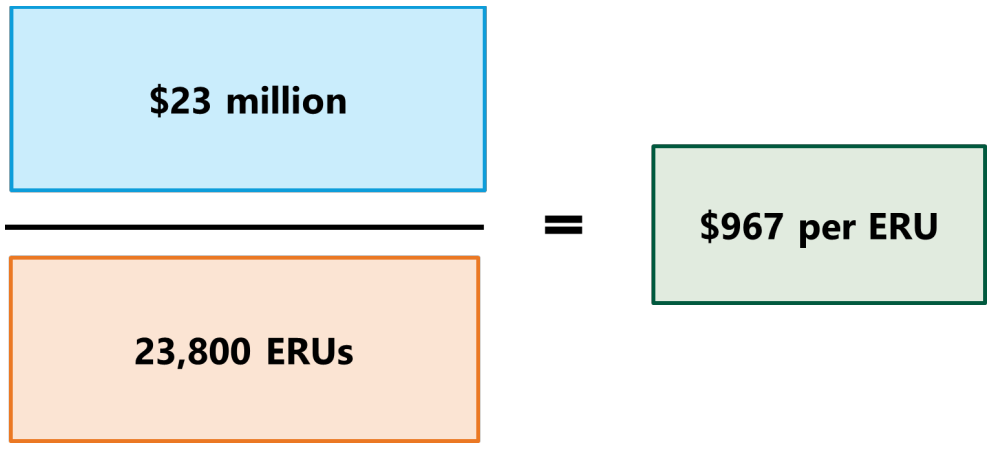
The City has authority under local ordinance and Montana state law to impose impact fees limited to proportionate shares of capital costs for new development, excluding operation, maintenance, and correction of existing deficiencies. The key calculation components previously discussed are summarized below:

- **Existing infrastructure portion of numerator**: The net original cost of existing stormwater fixed assets—excluding developer contributions, outstanding debt, and short-lived equipment—is approximately $55.4 million. Based on a developed versus undeveloped land analysis, about 18% is attributable to growth, resulting in an existing cost basis of $9.7 million.
- **Future capital projects portion of numerator**: Fourteen planned capital projects totaling $38.3 million (2024 dollars) are identified for the next ten years, with $13.3 million allocated to growth based on the proportion of affected undeveloped land.
- **Total numerator**: Existing and future portions of the numerator combine to $23 million.
- **Growth capacity denominator:** The fee denominator is based on approximately 23,800 equivalent residential units (ERUs) representing developable vacant land with an assumed 80% impervious surface coverage, consistent with City standards.

SDF Calculation

The calculated SDF for the City's stormwater utility is **$967 per ERU**, as shown below in **Exhibit 6**. As required by MCA 7-6-1602, the City should update this analysis at least once every five years. Potential SDF credits are discussed in the following section.

Exhibit 6. SDF Calculation



6.0 System Development Fee Credits

General Overview for SDF Credits

System development fees are intended to ensure new development pays its proportionate share of the capital improvements needed to provide service capacity. Under Montana law, impact fees must reflect the additional demand created by development and be based on a proportionate share of system costs attributable to that growth. Under this framework, credits may be appropriate where a development reduces demand on the public system or provides capacity-serving improvements. Any credit must maintain a clear relationship between the fee charged and the development's impact. [1] To inform a potential SDF credit approach, the City's consulting engineer, DOWL, evaluated various development requirements, as summarized in the following section.

Base Credit for Commercial Developments

In Billings, commercial developments are subject to more stringent stormwater management requirements than typical residential subdivisions, including requirements to retain runoff for storms up to the 50-year event. By comparison, standard residential subdivision criteria require detention to limit post-development discharge rates to pre-development conditions for the 2-, 10-, and 100-year storm events, with the 100-year storm typically governing the required storage volume. This difference in policy results in commercial property managing more stormwater onsite than a comparable sized residential subdivision development.

To quantify this difference, DOWL evaluated 29 recently approved commercial projects, ranging from 0.17 acres to 18.3 acres with a median size of 0.99 acres. For each site, the required 50-year retention volume under commercial standards was compared with the storage volume required under standard subdivision detention criteria. **Exhibit 7** summarizes the minimum, maximum, average, and median percent reductions resulting from this analysis.

Exhibit 7. Storage Reduction Subdivision vs. Commercial

Description	Result
Minimum Storage Reduction	10%
Maximum Storage Reduction	75%
Average Storage Reduction	42%
Median Storage Reduction	47%

The analysis shows that these commercial projects provide a wide range of reductions, from 10% to 75%, depending on the development's size and imperviousness. The average and median values show reductions of

[1] https://mca.legmt.gov/bills/mca/title_0070/chapter_0060/part_0160/section_0020/0070-0060-0160-0020.html

42% and 47%, respectively. Based on this analysis, which demonstrates that commercial developments provide more on-site stormwater storage than residential subdivisions, DOWL and FCS recommend a policy that applies a uniform 47% Stormwater SDF credit to all non-single-family developments to reflect their reduced reliance on the public system and to ensure an administratively simple and consistent approach. No credit is recommended for single-family residential development, including duplexes.

The median storage reduction was selected because a small number of outlier developments experienced relatively limited reductions, which skewed the average downward. As a result, the median provides a more representative measure of the typical storage reduction across the evaluated sites.

Additional Credit for Developments Not Connected to City's System

A separate question is whether commercial developments lacking a direct physical connection to the City's stormwater conveyance system—whether by design or due to the absence of available infrastructure—warrant an adjustment above and beyond the base 47% credit.

The analytical basis for an additional credit is tied to relative system impact. Commercial developments without a direct connection to the City's stormwater conveyance system (e.g., pipes or ditches) cannot readily discharge stormwater to the public system and must manage runoff on site. As a result, these developments often require more robust on-site controls than connected properties, which can reduce demand on the public system.

However, the absence of a direct connection does not eliminate system impact entirely. Runoff from unconnected developments may still reach the public stormwater system through overland flow, groundwater interaction, or localized drainage patterns. Additionally, in many cases, new infrastructure is still needed to serve development in expanding areas of the City. Therefore, their burden on the public system may be reduced relative to directly connected properties—but it is not absent. Accordingly, this framework establishes a tiered credit structure. All commercial development is eligible for the base credit (i.e., 47%). Unconnected commercial developments may qualify for an additional credit reflecting their further-reduced system impact, subject to the technical methodology set forth below.

Rationale for Additional Credit

Public roads and rights-of-way (ROW) represent approximately 34% of all impervious surface within the service area. Because public streets are a foundational component of the stormwater conveyance system, the City bears ongoing responsibility for constructing and maintaining these assets and managing the runoff they generate—irrespective of how effectively private property owners control stormwater on their own parcels.

This shapes how credits are applied: no matter how well a private development manages its own runoff, it does not reduce the City's obligation to construct and maintain infrastructure in the public right-of-way. Some portion of the SDF is therefore attributable to system-wide costs that all development within the service area contributes to, regardless of individual site design.

Accordingly, FCS recommends establishing the maximum SDF credit at 66%, which reflects the share of system demand attributable to private development after accounting for the 34% associated with public ROW.

Credit Summary

The City's rate ordinance defines three development categories: single-family residential, duplex, and commercial. The SDF credit framework presented here applies only to commercial development and establishes two key thresholds:

- **Base credit (47%)**: All qualifying commercial development is eligible for a credit of 47%, reflecting the greater on-site storage these sites provide compared to single-family and duplex development and their reduced reliance on the public stormwater system.
- **Maximum credit (established at 66%)**: The total credit available under any scenario is set at 66%, recognizing that public roads and rights-of-way account for approximately one-third of impervious surface—and associated system costs—which all development must support regardless of on-site mitigation. Specifically, this credit would be for commercial developments that are not connected to the City's stormwater system.

No SDF credit is provided for single-family residential or duplex development, as these categories continue to rely on downstream public system capacity.

Exhibit 8 illustrates how the unadjusted system development fee is applied under the base credit and maximum credit scenarios.

Exhibit 8. System Development Fees with and without Credits

Description	SDF
Unadjusted Stormwater SDF	$967 per ERU
Stormwater SDF with 47% Credit (commercial connected to the City's system)	$513 per ERU
Stormwater SDF with 66% Credit (commercial not connected to City's system)	$329 per ERU

RESOLUTION 26-_____

A RESOLUTION ADOPTING STORM SEWER SYSTEM DEVELOPMENT FEES

WHEREAS, § 7-13-4301, MCA, authorizes the City of Billings to establish, construct, extend, operate, and maintain a storm sewer system for public use; and

WHEREAS, Title 7, Chapter 6, Part 16, MCA, authorizes impact fees for stormwater collection, retention, detention, treatment, disposal, and flood control facilities, and expressly provides for adoption by resolution; and

WHEREAS, new development creates additional demand for stormwater facilities and should pay its proportionate share of the eligible capital improvements required to serve that demand; and

WHEREAS, the City prepared the City of Billings Stormwater System Development Fee Report, including its supporting capital improvement schedule and financial analysis, to document the proposed fees in accordance with § 7-6-1602, MCA; and

WHEREAS, Resolution 26-11347, adopted June 8, 2026, established a stormwater Equivalent Residential Unit (ERU) of 3,751.22 square feet of impervious area; and

WHEREAS, the City Council finds, based on the City of Billings Stormwater System Development Fee Report, that the fees adopted below are reasonably related to and reasonably attributable to the additional demand created by development and do not exceed development's proportionate share of eligible capital costs;

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

1. NOTICE OF HEARING. On Monday, October 26, 2026, at 5:30 p.m., or as soon thereafter as the matter was considered on the agenda in the Council Chambers of City Hall, Billings, Montana, the City Council held a public hearing and considered comments and objections to adoption of this resolution. The City Clerk published notice twice prior to the hearing in the Yellowstone County News, as provided in § 7-1-4127, MCA.

2. EFFECTIVE DATE. This resolution shall be effective January 1, 2027.

3. ERU ASSIGNMENTS AND FEE SCHEDULE. The following ERU assignments and system development fee schedule are approved and adopted:

a. Regardless of actual size, each single-family residential property is assigned 1.0 ERU.

b. Regardless of actual size, each duplex is assigned 1.5 ERUs.

c. Each commercial property is assigned a number of ERUs by dividing its impervious area by 3,751.22 square feet. No commercial property shall be assigned fewer than 1.0 ERU, subject to the net-increased-demand limitations in Section 5.

d. A base system development fee of $967 per ERU is established.

e. Commercial developments connected to the City storm sewer system receive a 47% service-demand credit. The adopted charge, rounded to the nearest whole dollar, is $513 per ERU.

f. Commercial developments not connected to the City storm sewer system receive a 66% service-demand credit. The adopted charge, rounded to the nearest whole dollar, is $329 per ERU.

5. EXISTING DEVELOPMENT AND COLLECTION TIMING. No fee shall be imposed for remodeling, rehabilitation, other improvements to an existing structure, or rebuilding a damaged structure unless units of service demand increase. For an improvement or change in an existing structure or use, only the net increase between the old and new service demand may be charged. Existing lawful demand shall be recognized in determining that net increase. The commercial minimum shall not be applied as a minimum additional charge to existing development. No fee is due when there is no net increase in demand.

For development requiring a building permit, the fee shall be due at issuance of the building permit. For development not requiring a building permit, collection shall occur only at a time permitted by § 7-6-1603(2), MCA.

6. COLLECTION AND EXPENDITURE. Stormwater system development fees shall be deposited in a special proprietary fund created specifically for the stormwater public facilities. Funds shall be invested, with all interest accruing to that fund. Fees shall not be transferred to a different fund and shall be spent and accounted for solely for that public facility. Fees shall be used only to acquire, construct, or improve the specific public facility project for which they were collected.

7. REFUNDS. Fees collected or spent contrary to this resolution or § 7-6-1602, MCA, shall be refunded to the person who owned the property when the fee was paid. Upon written request under § 7-6-1603(9), MCA, any refund due under § 7-6-1603(1)(c), MCA, shall be paid within 90 days. The City shall not impose conditions on refunds required by Title 7, Chapter 6, Part 16, MCA.

8. APPEALS. A person charged a fee who believes an error has been made may submit a written appeal to the Public Works Director within 30 calendar days after receiving the written assessment. The appeal shall identify the property, disputed determination, grounds, and supporting information. The Director shall issue a reasoned written decision within 30 calendar days after receipt, unless the appellant agrees to an extension.

The appellant may appeal that decision to the City Council by filing a written request with the City Clerk within 30 calendar days after receiving the Director's decision. If the Director does not issue a timely decision, the appellant may request Council review directly. The Clerk shall schedule review at the next reasonably available Council meeting and provide notice to the appellant. The appellant shall have an opportunity to present information and arguments. The City Council shall issue a written decision stating its basis.

9. REPORT UPDATES. Public Works shall complete and present to the City Council a review and update of the documentation required by § 7-6-1602(2), MCA, no later than October 26, 2031, and at intervals not exceeding five years thereafter.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 26th day of October 2026.

CITY OF BILLINGS

BY: _____
Mike Nelson, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk

City Council Regular Business Meeting

Meeting Date: 10/26/2026
TITLE: Downtown Billings District - Tax Increment Assistance - LDH Properties, LCC - 213 North Broadway
PRESENTED BY: Wyeth Friday
Department: Planning & Community Services
Presentation: Yes
Legal Review: No
Project Number: NA

RECOMMENDATION

The Downtown Urban Renewal District Advisory Committee recommends the City Council conditionally approve up to a maximum reimbursement of $585,092 from Downtown Urban Renewal District TIF funds to LDH Properties, LLC for building improvements at 213 North Broadway and authorize the Mayor to execute a Development Agreement with LDH Properties, LLC. The recommended conditions of approval are as follows:

- The applicant sign a development agreement with the City of Billings and DBP within 180 days of City Council approval.
- This TIF reimbursement is the maximum that can be received pending satisfactory submission of all paid invoices showing the completion of expenditures related to this project.
- If funds are not available, reimbursement can be carried over to the next fiscal year or when funds are available based on prior District bonding and debt obligations.

EXECUTIVE SUMMARY

The Downtown Urban Renewal District Advisory Committee recommends City Council approve up to $585,092 in Tax Increment Finance (TIF) assistance to LDH Properties, LLC for the rehabilitation and modernization of the historically significant building at 213 North Broadway. The requested TIF assistance represents 16.37% of the total project cost. The project will address decades of underutilization through substantial facade restoration, structural improvements, infrastructure upgrades, and enhanced energy efficiency. The redevelopment aims to achieve 100% building occupancy, increase employment from 3 to 22 employees, and grow annual visitation from approximately 600 to as many as 10,000 visits.

Eligible TIF expenditures include demolition, facade and entrance modifications, structural improvements, and electrical, plumbing, and fire alarm upgrades. The project aligns with the Downtown Urban Renewal Plan and Downtown Billings Strategic Plan by supporting business retention, workforce growth, public safety, infrastructure investment, and downtown revitalization.

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

The Downtown Urban Renewal District Advisory Committee recommends City Council approval of up to $585,092 in Tax Increment Finance (TIF) assistance to LDH Properties, LLC for eligible improvements to the building located at 213 North Broadway. The project will include nearly a 1,000 square foot lobby and expanded entrance to provide a space for public programming, seasonal displays, charitable initiatives, and downtown events. The project upgrades the energy efficiency of the building while modernizing the infrastructure. This investment will reverse years of declining taxable value through substantial private enhancements in structural improvements, facade restoration, building systems, and interior modernization. Natural surveillance will contribute to the perception of public safety through improved lighting, increased transparency through new larger street front windows, elimination of vacant spaces, and regular occupancy with multiple full-time employees and client visitation.

TIF eligible work includes demolition, major facade and entrance and egress modifications, structural and concrete improvements, and fire alarm system, electrical, and plumbing upgrades. The project aims to redevelop 213 N Broadway to represent a transformational investment to rehabilitate and fully activate a historically significant building that has been neglected for decades. The mid-block project will eliminate building vacancy, restore architectural character, increase employment and visitations, improve energy efficiency, generate new taxable value and strengthen a City block downtown. A primary objective is to bring the occupancy of the building to 100% through increased employment and growth. This will eliminate vacant offices, dark storefronts, and underutilized spaces. The facade of the building will restore architectural elements to reflect the historic fabric of downtown while incorporating modern functionality and accessibility. It will add more natural light and create a more inviting pedestrian atmosphere. This project will result in increased employee presence from 3 to 22 employees with a 10-year lease and a projected growth of individual visits from 600 to up to 10,000 a year. Major investments have already begun in the installation of solar panels and battery backup, as well as a full building length mural on the alley side completed in the last few years.

The request for TIF assistance is in the amount of $585,092 toward eligible expenditures, which represents 16.37% of the total project. The Downtown Billings Partnership Board and the Downtown Urban Renewal District Advisory Committee support this project and recommend approval. This project's identified eligible expenses comply with the Montana Code Annotated and is alignment with the City's TIF Policy. Furthermore, this project conforms with goals of the Downtown Urban Renewal Plan in terms of supporting business recruitment and retention, crime prevention and public safety, and infrastructure. It also answers elements of the Downtown Billings Strategic Plan in contributing toward a safer, more robust downtown experience and investing in workforce growth and downtown visitations.

Table 1.

Qualified Improvements	DBA Strategic Plan	City TIF Policy	Urban Renewal Plan	Montana Code Annotated
Site work and safety - *Demolition, concrete work, building structural work* Building Exterior and Facade and work - *facade, entry and lobby expansion and reconstruction work. Second floor expansion and full window installation on street front on second floor* Public access and area improvements - *Sidewalk, entryway and lobby work* Building Safety and Utility work to code - *Fire alarm system upgrades, HVAC, electrical and plumbing upgrades*	Vibrant & Connected Downtown – *P.13* Strong Downtown Identity –P.13 A Diverse Economic Engine - p. 13	Permitted uses of TIF Funds: • Demolition and structure removal - P.2 • Private infrastructure with Public Benefit and Public infrastructure –P.2	Business Programs and Projects - *support of street-level businesses, business retention* Infrastructure Improvements– *includes improvements to sidewalks - V. a. Viii. P.55* Crime Prevention and Public Safety though larger street front windows on the first floor and windows on the second floor with a full second floor expansion, lobby entrance and lighting - P.55	7-15-4202 7-15-4233 (i) *7-15-4288*

The Downtown Billings Partnership Board and the Downtown Urban Renewal Advisory Committee support this project and recommend approval to the City Council. This project's identified eligible expenses comply with the Montana Code Annotated, conforms with goals of the Urban Renewal Plan in terms of supporting tourism, safety, and infrastructure, and answers elements of the Downtown Billings Strategic Plan investing in an economic driver for the community.

FISCAL EFFECTS

An award of up to $523,288 in Tax Increment Finance (TIF) assistance to LDH Properties, LLC for eligible improvements to the building located at 213 North Broadway will likely be reimbursed in early FY29. The Downtown Billings District cash flow projection spreadsheet is attached and anticipates positive year-end balances going forward that could cover this project expense along with other committed projects already included in the projection.

STAKEHOLDERS

ALTERNATIVES

The City Council may:

- Conditionally approve a maximum reimbursement of up to $523,288 in Tax Increment Finance (TIF) assistance to LDH Properties, LLC for eligible improvements to the building located at 213 North Broadway and authorize the Mayor to execute a Development Agreement with LDH Properties, LLC; or
- Modify the conditional recommendation for a maximum reimbursement of $523,288 in Tax Increment Finance (TIF) assistance to LDH Properties, LLC for eligible improvements to the building located at 213 North Broadway and authorize the Mayor to execute a Development Agreement with LDH Properties, LLC; or
- No approve a maximum reimbursement of $523,288 in Tax Increment Finance (TIF) assistance to LDH Properties, LLC for eligible improvements to the building located at 213 North Broadway and not authorize the Mayor to execute a Development Agreement with LDH Properties.

Attachments

DAC Transmittal Letter
DAC Project Summary
Downtown URD Cash Forecast FY27
DBP and DAC Meeting Minutes
Downtown Urban Renewal Plan
City TIF Policy

Downtown Billings Partnership

October 6, 2026

City of Billings Planning and Community Services
Attn: Wyeth Friday
P.O. Box 1178
Billings, MT 59103-1178

Request for TIF Assistance - LDH Properties LLC

Dear Mr. Friday,

The DBP is hereby submitting a request for TIF assistance on behalf of the LDH Properties, an LLC that owns 213 N Broadway and occupies the space as Edward Jones, for a project in the Expanded North 27th Street Urban Renewal District.

The project aims to redevelop 213 N Broadway to represent a transformational investment to rehabilitate and fully activate a historically significant building that has been neglected for decades. The project will eliminate vacancy, restore architectural character, increase employment and visitations, improve energy efficiency, generate new taxable value and strengthen connectivity downtown. A primary objective is to bring the occupancy of the building to 100% through increased employment and growth of a team. This will eliminate vacant offices, dark storefronts, and underutilized spaces. The facade of the building will restore architectural elements to reflect the historic fabric of downtown while incorporating modern functionality and accessibility. It will add more natural light and create a more inviting pedestrian atmosphere.

The request for TIF assistance is in the amount of $585,092 toward eligible expenditure. The Downtown Billings Partnership Board and the Downtown Urban Renewal Advisory Committee support this project and recommend approval. This project's identified eligible expenses comply with the Montana Code Annotated. Furthermore, this project conforms with goals of the Urban Renewal Plan in terms of supporting business recruitment and retention, crime prevention and public safety, and infrastructure. It also answers elements of the Downtown Billings Strategic Plan in contributing toward a safer, more robust downtown experience and investing in workforce growth and downtown visitations.

The DBP is requesting a position for review by the Billings City Council during its regular meeting Monday, October 26th.

Thank you for your consideration,

Katy Schreiner

Katy Schreiner, CEO

Action Item **Agenda Item 6-a**

Meeting Date: Friday, September 25, 2026, 7:30 am

Location: 316 N 29th St - City Hall | Emergency Operations Center on 5th Floor

RE: LDH Properties/Edward Jones TIFD Assistance

Background:

This project aims to redevelop 213 N Broadway to represent a transformational investment to rehabilitate and fully activate a historically significant building that has been neglected for decades. The project will eliminate vacancy, restore architectural character, increase employment and visitations, improve energy efficiency, generate new taxable value and strengthen connectivity downtown. A primary objective is to bring the occupancy of the building to 100% through increased employment and growth of a team. This will eliminate vacant offices, dark storefronts, and underutilized spaces. The facade of the building will restore architectural elements to reflect the historic fabric of downtown while incorporating modern functionality and accessibility. It will add more natural light and create a more inviting pedestrian atmosphere.

The project will include nearly a 1,000 square foot lobby and expanded entrance to provide a space for public programming, seasonal displays, charitable initiatives, and downtown events. The project upgrades the energy efficiency of the building while modernizing the infrastructure. This investment will reverse years of declining taxable value through substantial private enhancements in structural improvements, facade restoration, building systems, and interior modernization. Natural surveillance will contribute to the perception of public safety through improved lighting, increased transparency through new storefront windows, elimination of vacant spaces, and regular occupancy with multiple full-time employees and client visitations.

This project will grow a team from three to twenty two employees with a ten year lease and a projected growth of visitors from six hundred to up to ten thousand a year. Major investments have already begun in the installation of solar panels and battery back up as well as a full building length mural on the alley side.

Proposal:

LDH Properties, LLC is requesting $585,092 or the equivalent of 16.37% of the total project. The project has $1,593,405 in eligible expenditure. Below is a table of the eligible expenses along with the recommended percentages:

Eligible Public Improvements	**Actual**	**Percentage**	**Recommended**	**MCA Statute**
Interior demo	$128,692	100%	$128,692	7-15-4206 7-15-4283 7-15-4288
Exterior demo	$25,226	100%	$25,226	7-15-4206 7-15-4283 7-15-4288
Sidewalk and Streetscape restoration	$18,664	100%	$18,664	7-15-4206 7-15-4283 7-15-4288
Property-line staking and encroaching coordination	$6,221	100%	$6,221	7-15-4206 7-15-4283 7-15-4288
Fire suppression upgrades	$34,726	100%	$34,726	7-15-4206 7-15-4283 7-15-4288
Electrical upgrades	$141,957	50%	$70,978.5	7-15-4206 7-15-4283 7-15-4288
Plumbing upgrades	$67,438	50%	$33,719	7-15-4206 7-15-4283 7-15-4288
HVAC upgrades	$154,430	50%	$68,000	7-15-4206 7-15-4283 7-15-4288
Facade reconstruction	$543,028	20%	$108,605.60	7-15-4206 7-15-4283 7-15-4288
Structural foundations	$473,023	19%	$90,260	7-15-4206 7-15-4283 7-15-4288
Total TIF Eligible Expenses	**$1,593,405**			
Other	$1,980,607			
Total	***$3,574,012***	***16.37%***	***$585,092***	

Current assessed value	$560,578
Estimated increase in taxable value (80% of project cost)	$2,808,442
Commercial tax rate (1.89%)	$53,080
Annual tax increment (699 mills)	$37,103
ROI	15 Years

Financials:

If recommended/approved, reimbursements can begin in FY28 assuming the project is completed in FY27. Otherwise, disbursement would carry over to the subsequent fiscal year.

The Downtown Billings Partnership board and Downtown Urban Renewal Advisory Committee may recommend, modify and recommend, or not recommend this proposal.

Motion to recommend: I make a motion to recommend this project as drafted by staff.

Motion not to recommend: I make a motion not to recommend because/due to...

Motion to Modify: I make a substitute motion to...



DT TIF
FY27 Cash Forecast
as of 06.09.2026
FY27 Budget Adoption

	FY27 BUDGET ORIGINAL	FY27 $ Remaining	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36
Estimated Cash	**2,788,001**	**2,788,001**	**2,961,368**	**2,755,104**	**2,587,503**	**2,021,212**	**2,577,293**	**3,285,820**	**5,139,399**	**6,961,332**	**8,779,043**
REVENUES:											
Tax Revenue EXPECTED	2,787,230	2,787,230	2,787,230	2,787,230	2,787,230	2,787,230	2,787,230	2,787,230	2,787,230	2,787,230	2,787,230
Interest	329,896	329,896	329,896	329,896	329,896	329,896	329,896	329,896	329,896	329,896	329,896
Entitlements	330,801	330,801	330,801	330,801	330,801	330,801	330,801	330,801	330,801	330,801	330,801
Tax Revenue Rockman Project		-	285,000	285,000	285,000	285,000	285,000	285,000	285,000	285,000	285,000
Estimated Total Revenue	**3,447,927**	**3,447,927**	**3,732,927**	**3,732,927**	**3,732,927**	**3,732,927**	**3,732,927**	**3,732,927**	**3,732,927**	**3,732,927**	**3,732,927**
OPERATING EXPENDITURES											
Debt Service (Empire Garage, 2-Way Conv. #1)	1,232,811	1,232,811	1,254,045	1,251,568	1,280,050	1,279,725	1,223,275	1,220,650	1,245,525	1,242,775	1,052,775
DBP Operating Agreement	258,102	258,102	265,845	273,820	282,035	290,496	290,496	290,496	290,496	290,496	290,496
Cost Allocation - Planning	65,209	65,209	65,209	65,209	65,209	65,209	65,209	65,209	65,209	65,209	65,209
Cost Allocation - CA Plan	67,317	67,317	67,317	67,317	67,317	67,317	67,317	67,317	67,317	67,317	67,317
Downtown Cooperative Safety to DBA	189,000	189,000	194,670	200,510	206,525	212,721	219,103	225,676	232,446	239,420	246,602
Quiet Zone FY25 & FY26 (True up to DBA)	15,000	15,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Debt Service Compliance	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Total Oper EXP	**1,832,439**	**1,832,439**	**1,857,086**	**1,868,424**	**1,911,136**	**1,925,468**	**1,875,400**	**1,879,348**	**1,910,993**	**1,915,217**	**1,732,399**
DEVELOPMENT INCENTIVES											
Sign Program	30,000	30,000									
CPTED Program		30,000									
Holiday Parking	45,950	45,950									
Montana Rescue Mission	210,000	210,000									
Battle of the Plans	80,000	80,000									
Masonic Lodge		-	442,116	442,116	442,116						
Rockman		-	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000				
Old Town Flats	677,220	677,220	338,610	338,610	338,610						
Old Town Flats	204,756	204,756	102,378	102,378	102,378	102,378					
Lincoln Apartments	50,000	50,000	50,000								
Old Billings Hardware		-	149,000	149,000	149,000	149,000	149,000				
Frontier Law Firm		14,195									
Façade Improvements	50,000	50,000									
Unspecified Development Incentives	50,000	50,000									
CAPITAL DEVELOPMENT INCENTIVES		-									
Lights - 1st Ave N		-			355,977						
Total Approved Incentives	**1,397,926**	**1,442,121**	**2,082,104**	**2,032,104**	**2,388,081**	**1,251,378**	**1,149,000**	-	-	-	-
A/P not paid yet - As of 4.3.26		-									
Retainage not paid yet - As of 4.3.26		-									
Estimated Available Cash For Projects		**2,961,368**	**2,755,104**	**2,587,503**	**2,021,212**	**2,577,293**	**3,285,820**	**5,139,399**	**6,961,332**	**8,779,043**	**10,779,570**
Revenue Growth Estimate - 0%	0.00%										

Downtown Billings Partnership

DBP/DAC Minutes – September 25, 2026
Regular Business Meeting - 7:30 - 9:00 a.m.
Billings City Hall
316 N. 26th St, Billings, MT 59101

Downtown Billings Partnership Attendance (DBP)			
Present: Katy Schreiner	Brandon Berger-Absent	Mehmet Casey-Absent	Steve Tostenrud-Absent
Chris Montague	Meri McGlone	Matt Blakeslee	Sean Lynch
Amy Aguirre-Absent	Brandon Scala	Jock West-Absent	Brad Sperry
David Fishbaugh	James Chandler	Cheris Linse	Deb Christensen
Downtown Advisory Committee Members (DAC)			
Present: Sean Lynch	Trustee Janna Hafer	Council Member Amy Aguirre-Absent	Blake Wahrlich
Jan Peterson	J.R. Reger	Mary Walks Over Ice	Commissioner Chris White
Nick Steen - Absent	Ethan Kanning	Heather Kirpach-Absent	
Guests			
Wyeth Friday	Lee Humphrey		

This board meeting was recorded and transcribed using AI software. In this document you will see online voting, motions, minutes, and board member updates as applicable. Link to listen to meeting recording. Passcode: 3SSbkgQ@

1. **Call to Order –** Introductions, Courtesies, and Public Comments (3 min. limit) - Mr. Lynch called the meeting to order at 7:31 AM. Introductions were made.

2. **Downtown Urban Renewal Advisory Committee** - **Disclosure of Conflict of Interest.** Ms. Hafer (private) and Mr. White (public) disclosed being property owners along the railroad as it relates to the second action item.

3. **Downtown Urban Renewal Advisory Committee - Disclosure of ex parte communication.** None.

4. **Consent Agenda**

   a. **Approve Minutes - August 28, 2026 meeting minutes** -

      i. DAC - Ms. Hafer made a motion to approve the August 28, 2026 meeting minutes by the Downtown Urban Renewal Advisory Committee. The motion was seconded by Mr. Reger; all were in favor, and none were opposed.

      ii. DBP- Mr. Montague made the motion to approve the August 28, 2026 meeting minutes by the Downtown Billings Partnership Board. The motion was seconded by Ms. McGlone; all were in favor, and none were opposed.

5. **Staff Report -** Ms. Schreiner offered to answer any critical questions but that if there were none, she'd welcome comments and questions at a later time to move through the agenda items as diligently as possible. No questions were presented.

6. **Presentations**
   - **a.** Edward Jones Redevelopment - Ms. Schreiner presented a TIF application for the Edward Jones building at 213 North Broadway. The project involves a complete reconstruction with a total cost of $3.5 million and an estimated TIF reimbursement request of $585,092 in FY 28. Lee Humphrey, Owner, explained that the design aims to revitalize the block and provide a community space. The application was recommended by both the Committee and the Board.

   - **b.** BNSF Purchase and Sale Agreement - Ms. Schreiner provided an update on acquiring eleven properties along Montana Avenue from BNSF. A major win was achieved by removing a deed restriction that would have prohibited residential development. The team is working toward an October 1st target to execute the PSA. Ms. Schreiner noted that while ownership is complex, including city-owned parking lots and various private entities, the goal is to facilitate the sale of the land back to improvement holders.

     - **i.** Financing Strategies
       1. TIF: Determined to be unsuitable due to timing and forecasting concerns.
       2. Big Sky Economic Development Opportunity Fund: three-layer approval process would potentially be detrimental to the expedited timeline.
       3. Yellowstone Bank: Considered, but personal guarantee requirements conflict with partnership bylaws.
       4. J.R Reger Private Loan: a non-binding offer up to $1.8M with an 8% financing fee, intended as a backstop.

   - **c.** Discussion indicated the best course of action would be to go through Yellowstone Bank as a first option with Mr. Reger's offer is second.

7. **Action Items**
   - **a.** Edward Jones Redevelopment: Ms. McGlone made a motion to approve TIF reimbursement up to $585,092 in FY 28. Mr. Sperry seconded the motion. No further discussion. The motion was approved unanimously by the DBP. DAC motion was made by Mr. Reger and seconded by Mr. Wahrlich. No further discussion. Motion carried unanimously.

   - **b.** BNSF Purchase and Sale Agreement **-** Mr. Blakeslee made a motion directing staff to explore Yellowstone Bank as a primary option while retaining Mr. Reger's offer as a financial backstop to ensure the BNSF deadline is met. The motion was seconded by Mr. Montague. The board requested weekly updates via email and expressed a willingness to convene a review committee to allow the process to move efficiently and quickly. The Downtown Billings Partnership board approved the motion unanimously.

8. **Adjournment -** Ms. Lynch adjourned the meeting. The meeting was adjourned at 9:18 AM.

NOTE: SUPPORTING DOCUMENTS FOLLOW AGENDA

CITY OF BILLINGS

CITY OF BILLINGS' VISION STATEMENT:

"THE MAGIC CITY – A VIBRANT, WELCOMING PLACE WHERE PEOPLE FLOURISH AND BUSINESS THRIVES"

AGENDA

COUNCIL CHAMBERS December 8, 2008 6:30 P.M.

CALL TO ORDER – Mayor Tussing
PLEDGE OF ALLEGIANCE – Mayor Tussing
INVOCATION – Councilmember McCall
ROLL CALL
MINUTES – November 13, 2008, Special Meeting
November 24, 2008
COURTESIES – Presentation to Al Winegardner and family in appreciation of donation in memory of Jayne Winegardner
PROCLAMATIONS
ADMINISTRATOR REPORTS – Tina Volek

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Item: 1 ONLY. Speaker sign-in required. (Comments offered here are limited to 1 minute per speaker. Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item.)
(NOTE: For Items not on this agenda, public comment will be taken at the end of the agenda. Please sign up on the clipboard located at the back of the room.)

CONSENT AGENDA:

1. A. Change Order #3, W.O. 08-09, Waste Water Treatment Plant Primary Effluent Pipe Replacement and Sludge Drying Bed Expansion, Western Municipal, $20,468.65, and **increase** the City Administrator's change order authority by $50,000.

B. Approval of compensation agreement for Private Contract No. 599, Emmanuel Baptist Church Sanitary Sewer Extension project, $325,360.

C. **Approval** of amended Purchase and Sale Agreement with School District Two for ten acres within Cottonwood Park for $200,000, and **authorization** for the Mayor to execute associated documents to consummate the sale and transfer of ownership of the property.

D. **Approval** of grant application submittal to Safe Route to School Program for the Elementary School Traffic Plan, $50,000.

E. **Resolution** relating to financing of proposed Zone 3 Storage, Zone 4 Reservoir project and Water Rehabilitation project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code for the purpose of reimbursing the City with bond sale proceeds for financing water projects prior to the availability of funds.

F. **Resolution** relating to financing of a proposed Wastewater treatment plant disinfection system project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code for the purpose of reimbursing the City with bond sale proceeds for financing sewer projects prior to the availability of funds.

G. **Second/Final reading** ordinance expanding the North 27th Street Urban Renewal Area – 2008.

H. **Second/Final reading** ordinance modifying the South Billings Boulevard Urban Renewal District.

I. **Exempt Amended Plat** of Tract 1 of Certificate of Survey 1815.

J. **Bills and Payroll**
(1) November 7, 2008
(2) November 14, 2008

(Action: approval or disapproval of Consent Agenda.)

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION GRANTING NEW OR EXPANDING INDUSTRY TAX INCENTIVES FOR BIG SKY ECONOMIC DEVELOPMENT AUTHORITY/GENERAL ELECTRIC CAPITAL CORPORATION** for a new building at 3333 Hesper Road. Staff recommends approval. (**Action**: approval or disapproval of staff recommendation).

3. **PUBLIC HEARING AND RESOLUTION GRANTING NEW OR EXPANDING INDUSTRY TAX INCENTIVES FOR DALCO INDUSTRIES DBA TETON STEEL** for property improvements at Gabel Road and South 29th Street. Staff

recommends approval. (**Action**: approval or disapproval of staff recommendation).

4. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR REVISIONS TO BOARDS AND COMMISSIONS:** Revisions that provide consistency in procedural areas for advisory boards, commissions and committees, and reorganizes ordinances into one Article of the Code. Staff recommends approval. (**Action**: approval or disapproval of staff recommendation).

5. **PUBLIC HEARING FOR EXTENSION OF INTERIM ZONING ORDINANCE:** A proposed one-year extension of the Interim Zoning Ordinance that amends Section 27-611, Sexually Oriented Businesses, and allows the interim zoning ordinance to be effective until December 23, 2009. Staff recommends approval. (**Action**: approval or disapproval of staff recommendation).

6. **DOWNTOWN BILLINGS PARKING STUDY.** Delayed from 11/24/08. Staff recommends approval of contract with Rich and Associates, Inc. for $68,500. (**Action**: approval or disapproval of staff recommendation).

7. **PUBLIC COMMENT on <u>Non-Agenda</u> Items --** <u>Speaker sign-in required.</u> *(Restricted to <u>ONLY</u> items not on this printed agenda; comments limited to 3 minutes per speaker. Please sign up on the clipboard located at the back of the Council Chambers.)*

(Action: approval or disapproval of Consent Agenda.)

ADJOURN

(NOTE: Additional information on any of these items is available in the City Clerk's Office)

Visit our Web site at:
http://ci.billings.mt.us

ATTACMENT A

ORDINANCE NO. _____

AN ORDINANCE MODIFYING THE URBAN RENEWAL PLAN OF THE NORTH 27TH STREET DISTRICT URBAN RENEWAL AREA; MODIFYING THE BOUNDARIES OF THE DISTRICT; ADOPTING A MODIFIED URBAN RENEWAL PLAN INCLUDING A TAX INCREMENT PROVISION; APPROVING URBAN RENEWAL PROJECTS THEREIN AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT URBAN RENEWAL REVENUE BONDS OF THE CITY TO FINANCE COSTS THEREOF

NOW, WHEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

WHEREAS, on July 11, 2005 the City Council adopted Ordinance No. 05-5333, which created the North 27th Street District Urban Renewal Area (hereafter "North 27th Street District") and adopted the Urban Renewal Plan of the North 27th Street District Urban Renewal Area ("N. 27th Street Plan") that included a tax increment provision and endorsed urban renewal projects.

WHEREAS, on November 13, 2006 the City Council adopted Ordinance No. 06-5394 which expanded the boundaries and amended the N. 27th Street Plan to create the Extended N. 27th Street District that included a tax increment provision and endorsed urban renewal projects.

WHEREAS, it has been determined that the Extended North 27th Street District and the N. 27th Street Plan should be modified to include additional property contiguous to the Extended North 27th Street District.

WHEREAS, this Council on November 24, 2008, conducted a public hearing on a proposal to modify the N. 27th Street Plan by adopting the Urban Renewal Plan of the Expanded North 27th Street District Urban Renewal Area - 2008, thereby establishing a modified urban renewal area to be formally designated as the Expanded North 27th Street District Urban Renewal Area - 2008 (the "Expanded North 27th Street District - 2008" or "the Property"), and to undertake urban renewal projects therein, all as authorized by Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act").

WHEREAS, the Expanded North 27th Street District - 2008 is depicted on Attachment 1 (depicting the relationship of the Expanded North 27th District – 2008 to the Extended N. 27th Street District) and which is hereby incorporated herein and made a part hereof. Pursuant to this Ordinance, the boundaries of the Redevelopment Area are modified to reflect the addition of the Property depicted on the map on Attachment 1. The Redevelopment Area, as modified, is depicted on Attachment 1 and legally described on Attachment 2 (the "Resulting Redevelopment Area") (each of which is hereby incorporated herein and made a part hereof). The Resulting Redevelopment Area is contiguous.

WHEREAS, opportunities have been presented to the City that makes it desirable for the City to consider urban renewal projects within the Expanded North 27th Street District - 2008 consisting of demolishing certain blighted structures within the district; improving such properties with new construction, landscaping, utilities, and other similar improvements; and making the properties so improved available for private redevelopment in accordance with the Act (the "Projects"). Development proposals to be considered for funding include mixed use projects, building renovations, services for the District and the construction or expansion of City owned parking structures within the District.

WHEREAS, the proposed modified urban renewal plan titled the Urban Renewal Plan of the Expanded North 27th Street District - 2008 is attached hereto as Attachment 3 (which is hereby incorporated herein and made a part hereof) (the "Modified Plan"). The Modified Plan contains a tax increment provision and will govern the operation and administration of the Expanded North 27th Street District - 2008.

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 improvements 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 downtown 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 reaffirms its previous findings 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 and in the interest of the 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 downtown.

b. If Projects require relocation of displaced persons, a detailed relocation plan is required and will be prepared.

c. The Modified Plan conforms to the 2003 Billings and Yellowstone County Growth Policy and the City's Downtown Framework Plan.

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.

e. A sound and adequate financial program is required for the financing of Projects, which program includes substantial private investment and financing and the sale and issuance by the City of Tax Increment Bonds in proportions yet to be determined, for the purpose of financing a portion of the costs of the Projects as set forth above.

f. Approved Projects will constitute urban renewal projects within the meaning of the Act and are authorized to be undertaken by the City.

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. For purposes of allocating taxes according to the Act, the "prior assessed value" of taxable property within the Expanded North 27th Street District - 2008 is that value shown on the assessment rolls as of January 1, 2008.

3. Project Approval. Authorized Projects are hereby approved.

4. Bonds. This Council approves financing the costs of Urban Renewal Projects, or a portion thereof, with proceeds of the Bonds. The City is hereby authorized and directed to undertake activities and analysis ordinarily prerequisite to the issuance of tax increment urban renewal revenue bonds in a principal amount not to exceed $10 million for financing of the costs of Urban Renewal Projects or a portion thereof.

5. Conditional Commitment. The adoption of the Plan does not constitute a guarantee or a firm commitment that the City will issue the Bonds or undertake Projects. If, based on comments or information made available to or obtained by the City, it appears that the issuance of the Bonds or Projects is not in the public interest or consistent with the purposes of the Act, the City reserves the right not to issue the Bonds or undertake the Project.

7. Repealer. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

8. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

9. 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.

ADOPTED by the City Council of the City of Billings, Montana, on second reading this 8th day of December, 2008.

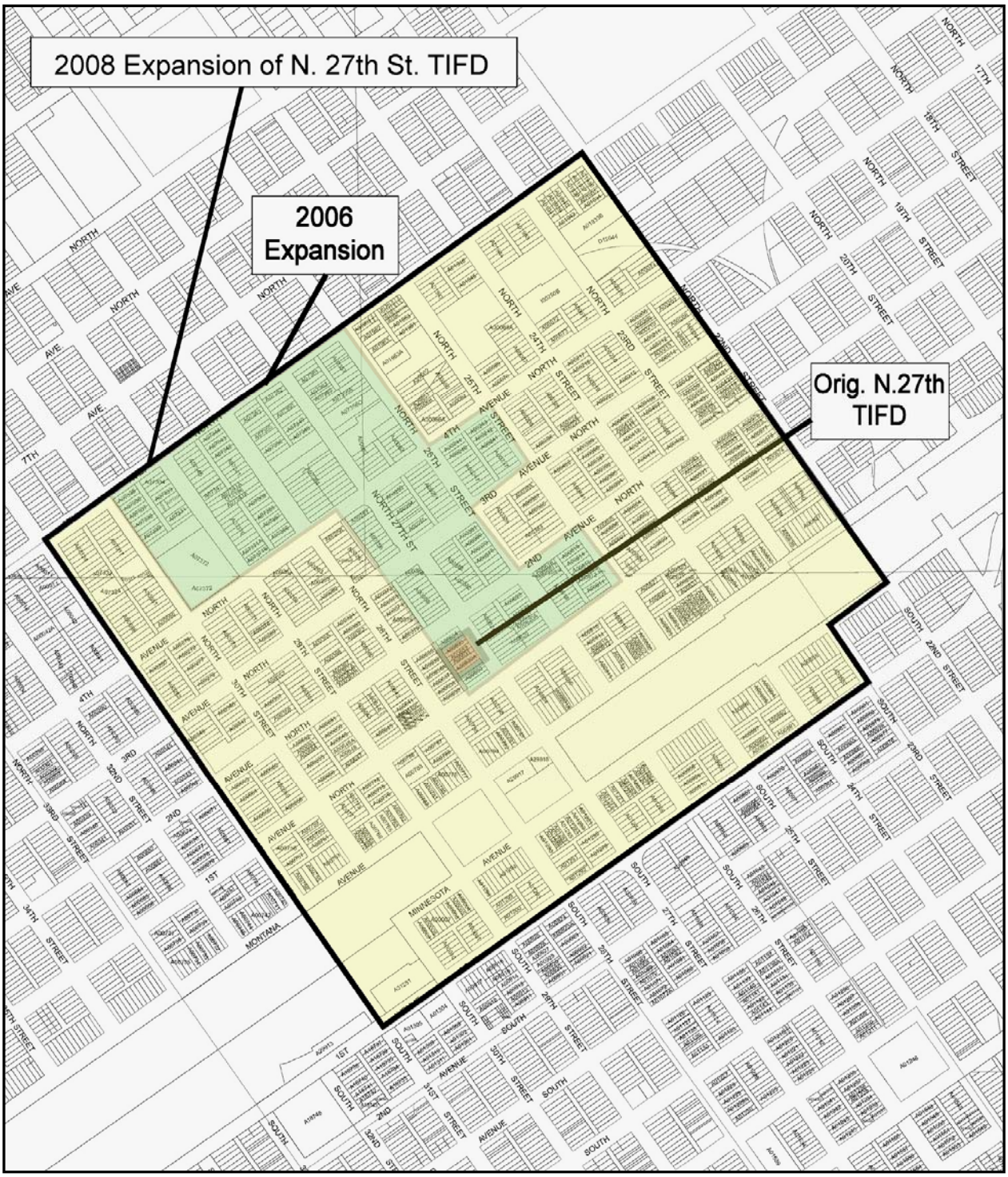
_____
Ron Tussing, Mayor

ATTEST:

_____
Cari Martin, City Clerk

ATTACHMENT 1

Expanded North 27th Street Urban Renewal District – 2008 Boundaries, Boundaries of the Extended N. 27th Street District (2006) and the Boundaries of the N. 27th Street District (2005)



ATTACHMENT 2

Expanded North 27th Street Urban Renewal District – 2008
Boundary Description

Beginning at a point at the intersection of the centerlines of 6th Avenue North and North 31st St. proceeding east along the centerline of 6th Ave. North to a point at the intersection of the centerlines of 6th Avenue North and N. 22nd Street proceeding south along the centerline of North 22nd Street, crossing the centrally assessed Burlington Northern Railroad property, to a point at the intersection of South 22nd Street and Minnesota Avenue proceeding west along the centerline of Minnesota Avenue to a point at the intersection of Minnesota Avenue and South 23rd Street proceeding south along the centerline of South 23rd Street to a point at the intersection of South 23rd Street and 1st Avenue South proceeding west along the centerline of 1st Avenue South to a point at the intersection of the centerlines of 1st Avenue South and South 31st Street proceeding north along the centerline of South 31st Street, crossing the centrally assessed Burlington Northern Railroad property, to the starting point at the intersection North 31st Street and 6th Avenue North encompassing all parcels and tax codes therein.

ATTACHMENT 3
Expanded North 27th Street Urban Renewal Area – 2008
Modified Plan

EXPANSION OF THE BILLINGS, MONTANA NORTH 27TH STREET URBAN RENEWAL AREA, WITH TAX INCREMENT, AND AMENDMENT TO THE URBAN RENEWAL PLAN

FOR CITY OF BILLINGS AND PLANNING REVIEW
October 14, 2008

Prepared by

Downtown Billings Partnership, Inc
2815 2nd Ave. North – Billings, MT 59101 – gregk@downtownbillings.com

SECTION 1 – INTRODUCTION

On July 11, 2005, the City Council adopted an ordinance that (a) created the North 27th Street District Urban Renewal Area ("North 27th Street District") and (b) adopted an urban renewal plan for the district. On November 13, 2006 the City Council adopted an ordinance that (a) expanded the North 27th Street District and (b) modified the urban renewal plan for the district. For reasons discussed in this Amendment to the Urban Renewal Plan of the North 27th Street District ("Plan"), it has been determined that the North 27th Street District should be expanded again to include other contiguous blighted properties in need of redevelopment. Further, it has been determined that this area, known as the Central Business District of Billings, 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 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 North 27th Street District approved by the City Council on July 11, 2005 and modified on November 13, 2006 is hereby included by reference as part of this amended Plan and shall remain applicable hereto 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 Downtown Billings Framework Plan, adopted by the Billings City Council on December 22, 1997 and by the Yellowstone County Commissioners on December 23, 1997, is still valid and should be considered a part hereof. The terms defined in "Part I – DEFINITIONS" of the North 27th Street District Plan shall have the same meanings in this Plan unless a contrary meaning is expressed herein. The expanded district proposed in this Plan is hereafter referred to as the Expanded North 27th Street District - 2008 or the "District."

SECTION 2 – BACKGROUND

The original Downtown Redevelopment District, a downtown tax increment finance district, was created on December 20, 1975 by a resolution which cited hazardous conditions existing in the district due to overhead utility wires, inefficient land use, problems of access and circulation, physical constraints to development, random location of mixed uses and deteriorated building

conditions, and found that rehabilitation and redevelopment of the District would be in the public interest. That original district (hereafter "1975 District") comprised one hundred and twenty four (124) blocks in the city center after the 1985 south expansion and the 2004 east expansion. The 1975 District expired March 1, 2008 but the Urban Renewal Plan and the Framework Plan used for that district, in many parts and in relation to this District remain valid.

Because the 1975 District has terminated, but many of the undesirable conditions continue to exist, it was determined that it would be in the best interest of the City to expand the North 27th Tax Increment District to assist the construction of public improvements, stabilize and grow the tax base, increase the parking inventory, increase the inventory of downtown residential property, stimulate multi-use development ("Multi-Use Facility Projects"), fill street level vacancies, provide expanded security, develop safe event locations with appropriate traffic control devices, expand the Business Improvement District, make modifications to street and intersection lighting, increase traffic calming and reduce the noise in the district through Quiet Zone management and further implement the vision of the Downtown Framework Plan.

Currently, there is a need to expand the North 27th Street District to encompass development needs on the North 27th Street corridor, the North Broadway corridor, the Old Town Neighborhood and the Montana Avenue Historic District (including expansion of the Historic District to include areas south of the railroad tracks), the Civic District, areas adjacent to the Medical Corridor, adjacent to the East Billings Urban Renewal Area and other underutilized properties within the Central Business District of Billings. Although there has been significant improvement in the valuation of property in much of the 1975 District, the area defined by this proposed expanded tax increment district has major properties that have been neglected for many years and continue to show signs of serious blight and tax base decline. Many parcels have been removed from the tax rolls and/or are delinquent on payments of taxes and fees. The Expanded North 27th Street District creates an opportunity to continue redevelopment of the center of downtown with a mixture of public and private investment in a roughly seventy-one-square-

block district (just over half of the size of the 1975 expanded district) encompassing the existing North 27th Street District.

The area has several pockets of low taxable value, with several lots of the land being owned by government and other non-profit entities and several buildings that are over 50% vacant.

The creation of the Expanded North 27th Street District is essential to any planned development at 4th Avenue North and North Broadway, redevelopment of the vacant Northern Hotel, improving security and expanding the clean safe and vibrant programs of the Business Improvement District, continuing redevelopment of the Civic Plaza area, developing the boundary areas of the Medical Corridor and the East Billings Urban Renewal Area, and expanding the Historic District. It could also assist with the essential remodeling of the Northern Hotel, the Babcock Theatre, the Westwood Building, the Lincoln Hotel Building. Public infrastructure construction within this expanded District could assist with the renovation and/or relocation of various City facilities, such as the public library. It is currently expected that the expanded North 27th Street District may help fund the following projects:

I. Business Programs and Projects

a. Business Retention
    i. Targeted assistance and review of existing street level businesses
    ii. Retail market survey
b. Business Recruitment
    i. Development of a "chainlet" network
    ii. Business plan development assistance
    iii. Association networking
    iv. Business Improvement District support
    v. Business cluster analysis
    vi. Pedestrian study
        1. demographics
        2. directions
        3. linkages
        4. destinations
        5. wayfinding

II. Parking and Transportation

a. Increase use of public transit
b. Parking structures to support current and future needs

c. Explore parking linkages to adjacent destinations
d. Explore parking management practices and programs
    i. Off street parking
    ii. On street parking

III. Crime Prevention and Public Safety

a. Cooperative Security Program
b. Business Watch Program
c. Crime and Fraud prevention programs
    i. Geared towards street level businesses

IV. Management, Implementation and Maintenance

a. Downtown Billings Partnership, Inc. or its successor, management agreement
    i. Project development
    ii. Public awareness
    iii. Advocacy and liaison between public and private sectors
b. Business Improvement District expansion and development
    i. Cooperative work agreements with PMDs
    ii. Development and promotion of Conference Corridor
    iii. BID expansion
    iv. "Green" Management
        1. Recycling programs
        2. Tree management

V. Infrastructure Improvements

a. Public
    i. Expansion of Historic District
    ii. New Library
    iii. New Planning Department Offices
    iv. Public Parking and Greenspace
    v. Intersection Lighting by Public Works
    vi. New SILMDs for mid-block lighting
    vii. Streetscapes and traffic calming plans
    viii. Sidewalks, curbs and gutter improvements
        1. stabilization of vaults
    ix. Relocation of public and private utility lines
b. Public infrastructure improvements that would support the following development projects/programs
    i. Workforce housing development
    ii. Loft and Condo development
    iii. Lodging development
    iv. Conference Facilities

v. Entertainment venues

SECTION 3 – SUMMARY OF BLIGHT FINDINGS

The area in the proposed expansion of the North 27th Street District contains a great deal of blight. Within the district there is substantial structural deterioration, long-term land vacancy, a railroad spur line that has been abandoned and a major rail line that continues to divide the Central Business District. Several of the commercial buildings in the district are deteriorated and/or vacant and need demolition or renovation. Many of the storefronts and upper floors are vacant or under-occupied. Sidewalks are cracked; 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 continued managed urban renewal, even these success stories will once again decline in taxable value. Most of the district falls into the blighted, neglected and under-utilized categories.

SECTION 4 – DESCRIPTION OF BLIGHTED AREA

The expanded urban renewal area described in this amended Plan incorporates most of the Central Business District. Within the district there are several older, single-story structures that have been retrofitted for offices and warehousing, numerous surface parking lots, and several vacant structures. 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 vale 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 includes 405 (Exhibit A) property tax codes plus a segment of centrally assessed BN Railroad property. The complete, expanded Urban Renewal Area will have 481 property tax codes plus the segment of BN Railroad property. Within that total area, and as noted in the 2006 approved Urban Renewal Plan, there are many "target areas" that should be immediately considered for redevelopment. The properties on N. Broadway between 4th Avenue North and 6th Avenue North will need additional parking to facilitate the construction of a Stockman Bank facility. The area adjacent to the Northern Hotel on North Broadway is in need of parking due to the closure of the privately owned parking structure in that area due to unsafe and blighted conditions of the structure. The area east of the Yellowstone County Courthouse Lawn is targeted for a new federal courthouse and will need additional parking and green spaces. The area between the new MET transit facility on N. 25th Street and to the east boundary of the East Billings Urban Renewal Area (N. 22nd Street) is in need of redevelopment that could include workforce housing and parking. The status of the Battin Federal Courthouse is still unclear. The facility is contaminated with asbestos and is destined to become vacant with the completion of a new federal courthouse and office building. This

vacancy will present a redevelopment opportunity in the near future. The area surrounding City of Billings Park IV contains many surface parking lots that could be developed if Park IV is sold to a private developer. This area lacks high-rise housing with mixed use occupancy on the first floor. The future use of the Lincoln Center is unclear and it could be a redevelopment opportunity if the school district ceases its administrative and continuing education functions in the building. The properties on 1st Ave. S. and Minnesota Avenue are not currently in a Historic District and values remain stagnant as compared to the Montana Avenue area. The redevelopment of the south side of the railroad tracks has not kept up with the redevelopment north of the tracks and should be a target area. Several properties located between Montana Avenue and 1st Avenue North are severely underutilized and in need of redevelopment. Without attention to some of this blight, over time, the value of the Montana Avenue redevelopment will most likely be negatively impacted.

SECTION 5 – DETERMINATION OF BLIGHT

The proposed expansion area of the North 27th Street District contains a number of underdeveloped properties. The Council previously determined that the property included in the North 27th Street District was "blighted" within the meaning of the Act in Resolution 05-18276 adopted June 13, 2005 and Resolution 06-18488, adopted September 25, 2006. The Redevelopment Area, including the portion that is to be expanded to form the Expanded North 27th Street District - 2008, was previously determined to be blighted and an appropriate area for an urban renewal project in Resolution No. 12107 dated January 5, 1976. Deficiencies in public and private properties located in the district lead to a determination that the area continues to be blighted, as defined by state statute. Specific areas of blight on the site are listed below:

Deficient Structures in Expanded Area

There are several buildings 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.

Deficient Public Facilities in Extended Area

The streets, curbs, gutters and sidewalks in much of the area are in satisfactory repair. However, sewer and water utilities in the area are aging and have required frequent repairs in recent years. Several parking lots generally do not meet code requirements for paving, striping and landscaping. Many of them are cracked and crumbling. The city owned parking ramps within the area, except for Park IV have extensive "waiting lists" and public parking for adjacent office and commercial structures continues to be inadequate. Demand for parking will continue and additional and expanded parking structures will be required to accommodate commercial growth.

Deficient Land Use in Extended Area

In general, the area is under-utilized due to the significant amount of surface parking areas and a large number of single-story structures. The taxable value of this district must be stabilized and encouraged to grow.

SECTION 6 – THE SITE AND ITS RELATIONSHIP TO THE CITY

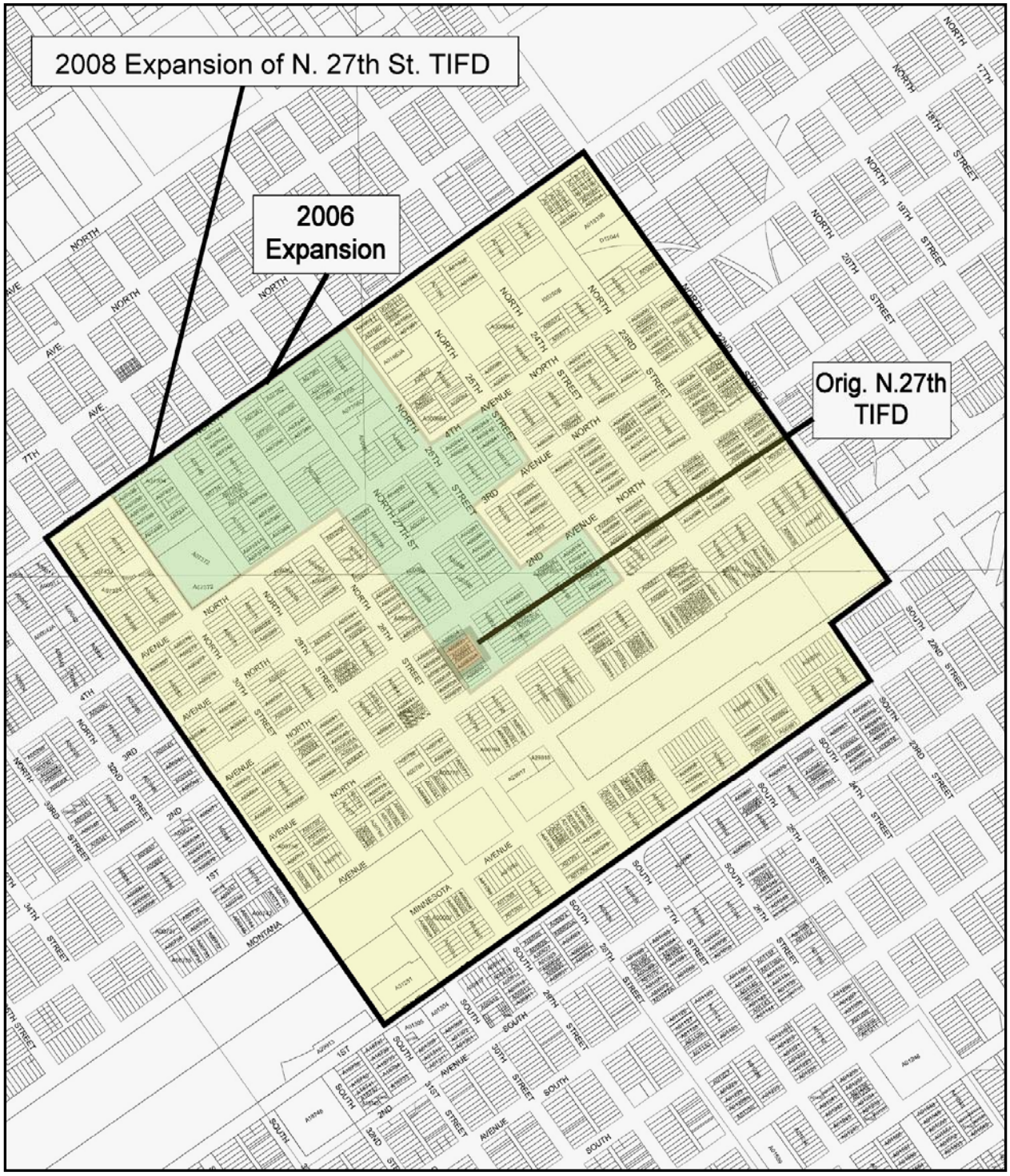
As noted, the expanded North 27th Street Urban Renewal Area comprises most of the Central Business District (CBD) of the City of Billings.

SECTION 7 – LEGAL DESCRIPTION

The legal description of the proposed Expanded North 27th Street District – 2008 is as follows:

Beginning at a point at the intersection of the centerlines of 6th Avenue North and North 31st St. proceeding east along the centerline of 6th Ave. North to a point at the intersection of the centerlines of 6th Avenue North and N. 22nd Street proceeding south along the centerline of North 22nd Street, crossing the centrally assessed Burlington Northern Railroad property, to a point at the intersection of South 22nd Street and Minnesota Avenue proceeding west along the centerline of Minnesota Avenue to a point at the intersection of Minnesota Avenue and South 23rd Street proceeding south along the centerline of South 23rd Street to a point at the intersection of South 23rd Street and 1st Avenue South proceeding west along the centerline of 1st Avenue South to a point at the intersection of the centerlines of 1st Avenue South and South 31st Street proceeding north along the centerline of South 31st Street, crossing the centrally assessed Burlington Northern Railroad property, to the starting point at the intersection North 31st Street and 6th Avenue North encompassing all parcels and tax codes therein, all inclusive.

Map of entire Expanded N. 27th District



SECTION 8 – PROPERTY DEVELOPERS

New development in the proposed tax increment district will also be accomplished through the implementation of the Downtown Framework Plan. These Projects are described in Section 2 of this plan.

SECTION 9 – PROJECT RELATIONSHIP TO THE FRAMEWORK PLAN

The proposed urban renewal area and expanded tax increment district is located generally in the center of the City and encompasses most of the "districts" as defined by the Billings Framework Plan ("Framework Plan"). One goal of the Framework Plan was to remove barriers to downtown circulation and development created by 4th Avenue North and 6th Avenue North and establish the area between the avenues as both a discreet district and a recognized extension of the CBD, thereby allowing potential ties to the medical corridor and MSU-Billings from the CBD. Generally, the Framework Plan stressed the downtown's ability to make a positive impact on the entire city. The Framework 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 N 27th Street District may be managed in a similar manner and could make use of the redevelopment and facilitation established through that management entity.

Framework Plan Recommendation: Housing

The Framework Plan states that housing should be a top priority and that the City should continue to work with builders and developers to encourage downtown housing through various methods. Specifically, the plan states that high-rise housing is to be located in the east transition zone and portions of the north transition zone.

The formation of an expanded tax increment district will help to raise funds that can be used for construction or rehabilitation of public infrastructure necessary to attract and retain housing in the area.

Framework Plan Recommendation: Priorities

The top priorities identified in the Framework Plan include the following:

- Development incentives, including business retention and recruitment
- Housing – demonstration projects
- Streetscape Kit of Parts – expand kit to include Minnesota Avenue
- Events Kit of Parts – Modern and safer traffic control devices may be needed
- Paring configuration adjustments – several one-way streets could be converted to 2-way
- 5th Avenue North Corridor preservation and enhancement

This amendment to the Plan and the urban renewal projects that it contemplates specifically address all six of these priorities.

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 Growth Policy ("Growth Policy") refers to and promotes downtown redevelopment in a variety of ways. This amendment to the Plan is consistent with the current Growth Policy.

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. Most of the District contains no existing dwelling units or housing, and 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 Plan conforms to the Growth Policy for the City as a whole and to the

Framework 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 North 27th Street District by private enterprise. It is unreasonable to expect that the district will be remain stabilized and/or redeveloped without substantial public support. Numerous 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. Experience has validated the foregoing facts and observations. 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 the Bonds in an amount not to exceed the costs of the project, including administration costs and costs of issuance of the Bonds. Any approved Development Project will require commitments of substantial private financing that will provide the primary means for funding construction of the improvements.

5. This Expanded N. 27th Street District - 2008 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 or contraction of the Urban Renewal District boundaries. In cases where the boundaries are not modified, but the contents of the urban renewal plan are substantially modified, notification shall be mailed to all owners of property within the Urban Renewal District area.

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 Downtown Billings, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The expanded North 27th Street District 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 therewith:

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 current base taxable value of the district plus the base taxable value of all real and personal property added to the district by this amended plan and as show in Exhibit B as of **January 1, 2008.**

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 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 North 27th Street Urban Renewal District will have a positive impact on Downtown Billings and no impact on the total taxable value flowing to the taxing entities from the now expired 1975 Urban Renewal District.

Expansion of the North 27th Street District is an essential first-step in completing what may be a number of urban renewal projects. If completed, mixed use projects approved within the first two years could stimulate over $30 million in new construction, and possibly as much as $15 million in re-sales and redevelopment. Approximately 500 new employees and new downtown residents could be located on the commercial and upper floors of possible mixed use projects. Thus, expansion of the district, in addition to further stabilizing the tax base, eliminating blight and providing renaissance to the CBD, will also bring new employees and residents to the CBD.

Mixed use development within the Expanded District ties in favorably with and actually stimulates the remodeling plans that are currently underway for several downtown properties. Additionally, like any major new development, the anticipated Stockman Bank construction at 4th Avenue North and North Broadway will have a stimulating effect on the surrounding area. Specific examples of this are:

1. It will tie the CBD to the medical corridor located immediately to the north of the development.
2. The Billings Clinic has purchased the Underriner property to the north and west of the Library. The Clinic's plans at this point have not been determined; however, the development proposed in this amended Plan will enhance and encourage future development by this group.

3. The Framework Plan encourages the development of the 5th Avenue North corridor. An enhanced Library, as accomplished by projects described in this Plan, will provide an excellent entrance to this corridor.
4. Future redevelopment and revitalization of structures like the Northern Hotel and the Babcock Theatre Building are enabled by this district.
5. This expanded district may assist with the completion of and continued modernization of City owned downtown parking structures.

In conclusion, expansion of the North 27th Street Urban Renewal District to include the property described in this amended Plan will have a positive effect on the CBD and the City.

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