

## Billings City Administration Weekly Report

May 10, 2019

### 1) **Remaining Budget Schedule**

- a. Tuesday May 14 – Human Resources, Legal, Fire, Police
- b. Monday May 20 – Aviation & Transit, Information Technology, Planning,
- c. Wednesday May 29 – Tourism Business Improvement District (TBID), Downtown Business Improvement District (BID), Public Works, Parks Budget & Capital Improvement Plan
- d. Monday June 3 – Parking, Facilities, Tax Increment Financing districts (Downtown, BIRD and SBURA) and Budget Wrap-up
- e. Monday June 24 – Budget adoption

2) **Zeier:** Zeier Consulting is current with the repayment agreement to SBURA. This means that, as of today, there is \$9,605.93 remaining to be paid back. This amount will be withheld from the June payment made by City. The additional \$1,509.87, discovered during the 3<sup>rd</sup> party investigation, was deducted from Zeier Consulting's May payment.

3) **King & King, LLC SBURA Application** – In April, the Council asked that we provide an update on the King Ace Hardware project in the SBURA. Enclosed is a response letter from Steve Zeier updating us on the project specifically, answering two questions:

- a. Were South Billings tax increment funds used by the applicant for the purchase of the land?
- b. Was the applicant reimbursed in excess of the terms of the approved development agreement?

4) **USS Billings** – The BNSF fundraiser for the USS Billings generated about \$15,000 in cash donations.

5) **County Commissioner Meeting** – I was on the County Commissioner's agenda this past Monday. I initiated the meeting in order to discuss the Stillwater building; working with our GIS departments to map development patterns in and around the city; and the Trailhead Commerce Park (Lockwood TEDD). The meeting was cordial but this was not a great environment to have a conversation. I wanted to break the ice on the subjects and begin a dialogue directly with the Commissioners.

6) **Parks & Rec Board Meeting** – During Wednesday's PRB meeting the board supported the attached CIP. Most notably, you will see we moved the North Park irrigation project back into 2020. Not only does this project improve efficiencies, it will cut down on nefarious activities in the park during the evenings. We postponed the Billings Heights maintenance facility project to 2021, giving us time to fully consider the best options. In addition, we propose using cash-in-lieu to pay for the Caste Rock Park Master Plan. We focused our selection process on the criteria the PRB reviewed in 2010. The board and staff will refine the criteria before we create our next CIP. I anticipate moving the entire city CIP process timeline into the fall of 2020 in order to separate it from the budget cycle. In talking with a few of our retired Parks leaders and our staff, I believe one of the best descriptions I've heard for explaining where we committed to focusing our PD1 funding is for "Repairs and Replacements" I'm interested to know what our elected officials who were involved in 2011 think of this description?

7) **Trailhead Commerce Park** – I've had three meetings this week regarding the TCP. We are trying to keep the dialogue moving forward while protecting the city taxpayer's interests. As we all know,

annexation is the sticking point. I think it is unfortunate that anyone perceived that they can connect to city utilities and not be required to annex. This may be a rare circumstance that an annexation district and/or waivers of right to protest future annexation may be appropriate and beneficial to both sides. Our citizens have invested hundreds of millions of dollars into our water and waste water systems in recent years, not to mention the \$5.3 billion in infrastructure assets they own and maintain.

- 8) **Centennial Park** – The Centennial Park Improvements Bid Award is on the council agenda for 05/13/2019; I have attached a breakdown of the bids that were received and the 18 Alternates that were requested to help you better understand the project.

9) **Meetings/Task Forces/Presentations etc.**

- a. Lean Six Sigma/Billings Clinic – This afternoon the Leadership Team is meeting with Billings Clinic leaders to learn how the Clinic has used Lean Six Sigma to improve service delivery and save tens of millions of dollars.
- b. Southside Task Force – Thursday at 6:30 pm St. Vincent de Paul at 3005 1<sup>st</sup> Avenue South.
- c. Terry Park Task Force – Thursday at 7:00 pm Bethlehem Lutheran at 40 10<sup>th</sup> Street West.

Have a great weekend!



430 S Billings Blvd  
Billings, MT 59101  
406-670-6969

May 9<sup>th</sup>, 2019

Chris Kukulski  
City Administrator  
City of Billings  
210 N 27<sup>th</sup> St  
Billings, MT 59101

Chris:

Please consider this letter as a response to your request of May 9<sup>th</sup>, 2019 for more information related to the King & King, LLC SBURA Application for TIF funds approved by City Council May 14<sup>th</sup>, 2018.

Specifically, the two questions that were asked are:

- 1) Were South Billings tax increment funds used by the applicant for the purchase of the land?
- 2) Was the applicant reimbursed in excess of the terms of the approved development agreement?

In regard to Question 1, the application submitted by the applicant (Exhibit A) indicated that the amount of land and equity portion of the project was \$230,000 on an overall estimated project cost of \$473,317.83. The attached reimbursement detail (Exhibit B) shows that there was no reimbursement for the purchase of the land. The overall final reimbursement amount was \$209,261.57 based on the actual expenditures incurred and detailed here. King & King did not use South Billings tax increment funds for the initial purchase of the land.

In regard to Question 2, the applicant was reimbursed for project costs that were identified in the application. It is important to note that the original amount of the application was \$253,517.82. It is important to note that at the time of the application there was a larger conversation with multiple parties including Riverstone Health, CLDI, Inc. and the South Billings community as to the development of a grocery store on part of the subject property to serve the needs of the neighborhood. Due to multiple factors this project has not yet materialized. The improvements to the Van Buren right of way, while identified in the initial application, were not part of the project and therefore was not part of the reimbursement. The minutes of the May 14<sup>th</sup> Council meeting (Exhibit C) indicate this larger conversation and demonstrated support from other organizations.

The site photos included (Exhibit D) show the before and after of the subject property. These photos show the dramatic difference this project has made in the neighborhood.

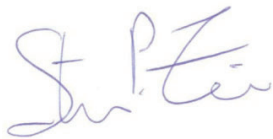
And finally, a clarification of the 45% figure as found in the SBURA TIF application is needed. The two calculations that are made in any application are the amount of a project that is eligible for reimbursement with TIF funds and the estimated amount of TIF revenue that is generated by the project. The 45% cap is applied to the amount of increment generated. At the time of the drafting of the application, it was determined that this was an appropriate maximum based on revenue generation. This 45% can be applied in other areas at the discretion of the South Billings Board of Directors as part of their recommendation to Council. There is not a state statute, administrative rule, or city policy that needs to be adhered to in the



case of the 45% limit. It is entirely up to the board and their discretion as to the form of their application and their recommendation for funding.

It is also important to note the level of investment on the part of Skip King. His company has invested significant sums into South Billings both with this project and with the Ace Hardware store. He purchased a blighted corner, invested in it, and improved the property to allow for future development that would not have happened otherwise. Mr. King should be celebrated and thanked for this, not condemned or vilified unjustly.

Please contact me with any questions or concerns.

A handwritten signature in blue ink, appearing to read "Steve Zeier". The signature is fluid and cursive, with the first name "Steve" and last name "Zeier" clearly distinguishable.

Sincerely,

Steve Zeier

On behalf of the South Billings Urban Renewal Association

Enc: Exhibit A-D



MEMORANDUM

From: Steve Zeier, Zeier Consulting, LLC

To: SBURA Board of Directors

Date: March 6th, 2018

RE: King & King, LLC Application for TIF Funds

King & King, LLC has submitted the attached TIF Assistance Application for your consideration at the March 6th, 2018 meeting of the South Billings Urban Renewal Association Board of Directors.

This project is an outgrowth of the desire of the owners of the Kings Ace Hardware store on State Ave to improve the neighborhood and improve the public facilities. In addition, this project will create a commercial parcel that is available for future development. This project is in conformance with the South Billings Master Plan as greater community safety through the built environment was a general recommendation of the plan.

The TIF application is for a request of \$253,517.82 for TIF eligible improvements. These improvements include demolition of existing site conditions and a vacant house, utility improvements to provide utilities to the current and future parcel, curb, gutter, and sidewalk adjacent to Van Buren & State Ave, hard surface parking and landscaping improvements. This property is currently under the property tax assistance program and is not paying the full assessment. The new owner would be assessed the full amount and would also make


improvements to add to the tax base. The potential for the development of the parcel next door is an added incentive though is farther off in terms of timing.

In summary, a recommendation for approval of this application is being forwarded for the following reasons:

- 1) The project is consistent with the adopted South Billings Master Plan for the improvement of public and private facilities located in the South Billings Boulevard Urban Renewal District.
- 2) The project will provide for additional parking and commerce in the District.
- 3) The project will provide for an additional commercial parcel for future development for the provision of neighborhood goods or services.
- 4) The elements of this project are eligible expenses as per Montana Code Annotated 7-15-42 & 43.
- 5) The community benefit component due to the improvements to the property are believed to serve the entire community and are important considerations.

Please contact me with any questions. I look forward to discussing this at the March board meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Zeier".

Steve Zeier

enc: TIF Application Packet

cc: SBURA Board, Wyeth Friday, Bill Morgan, Skip King



City of Billings South Billings Boulevard  
Urban Renewal District

**T.I.F Assistance Application**  
For Public/Private Development Projects

# Information & Application

Please return to: SBURA, Inc.  
c/o Steve Zeier  
Billings, MT 59101  
(406) 670-6969  
steve@zeierconsulting.com

## TAX INCREMENT FINANCING APPLICATION PROCESS FOR POTENTIAL PUBLIC INFRASTRUCTURE ASSISTANCE VIA A DEVELOPMENT AGREEMENT AND POSSIBLE ISSUANCE OF TIFD BONDS

IMPORTANT: The material below outlines the Tax Increment Development Agreement application process and the responsibilities of the APPLICANT and the South Billings Urban Renewal Association, Inc. (SBURA). Please review this information carefully before submitting the application or finalizing your development plans.

Failure to receive approval by the SBURA Board of Directors of a completed application and the approval and execution of a development agreement by the City of Billings BEFORE a project begins will affect the Applicant's eligibility for Public Infrastructure Tax Increment Finance assistance from the City of Billings.

### INTRODUCTION

The SBURA is responsible for advising Billings City Council for the South Billings Boulevard Tax Increment District (aka SBBURD), pursuant to Montana Urban Renewal Law Title 7 Chapter 15 part 42 Montana Code Annotated, (MCA) "Urban Renewal." Tax Increment Financing (TIF) is an important element of the program as it provides a means to complete public urban renewal activities that assist and enhance private development opportunities within the district. A TIF program operates by first establishing a base year taxable value for all properties within the urban renewal district. Property taxes continue to be paid to all taxing jurisdictions on the basis of the base year valuation. All increases in property taxes above this base valuation due to new development or reappraisals are assigned to the TIF District. They are then used for district revitalization activities.

The SBURA offers this tax increment financing assistance consideration for **public infrastructure** (See Schedule "A" attached) components of projects developed within the boundaries of the South Billings Boulevard TIFD.



## TAX INCREMENT FINANCING ASSISTANCE PARAMETERS

Each project is unique. Funding availability depends upon the number of years remaining in the district, with or without TIFD Bond extensions beyond the initial 15 year lifetime of the TIFD. TIF assistance with **public infrastructure** shall be based upon criteria outlined in the Criteria for Review section. The amount of assistance is determined by the comparison of two calculations: 1) The amount of incremental revenue generated by the project and 2) The amount of the project that is considered an eligible expense under MCA 7-15-4288. **The assistance provided cannot exceed 45% of the total tax increment generated by the project over the remaining years left in the life of the TIFD. The TIFD was established in 2008.** Please note that property acquisition costs are *not* to be included in the calculations; *only* property improvements are to be considered. Property improvements are defined as all project costs excluding property acquisition. Generally, TIF assistance may be awarded to the eligible PUBLIC PORTION (Schedule "A") of projects meeting the criteria and approval processes as described herein, subject to availability of funds.

## ELIGIBLE ACTIVITIES

As specified by Title 7 Chapter 15 Part 4288 Montana Code Annotated, TIF funds may be used to complete certain urban renewal activities. Pursuant to this statute, the SBURA will review applications for assistance to projects eligible under the following guidelines. Each application is evaluated on a case by case basis under these guidelines. The SBURA will place special emphasis on those projects that implement the SOUTH BILLINGS BOULEVARD URBAN RENEWAL MASTER PLAN<sup>1</sup>, particularly mixed-use developments.

## APPLICATION PROCESS AND TIMELINE

Anyone seeking TIF assistance from the SBURA must submit a written application for each TIF-assisted project. The following procedure has been developed to expedite the review of TIF funding requests.

1. Initial Contact. Contact the SBURA Representative, Steve Zeier at 406-670-6969 or via email at [steve@zeierconsulting.com](mailto:steve@zeierconsulting.com), to discuss the project and determine preliminary eligibility for TIF assistance.

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<sup>1</sup> Adopted by Billings City Council, 2/27/2012 and by the Board of County Commissioners, 4/24/2012.

2. Prepare a Written Application. The Applicant must prepare a written application for each project assistance request. For all TIF requests, the Applicant must complete a "Developer's Statement of Qualification and Financial Responsibility" which includes submittal of personal financial statements.
3. SBURA Staff Review. Upon submittal of all necessary information, SBURA staff will review the project and the need for funding. At any point in the review process the staff may request more information of the Applicant or solicit comment on the project from other public agencies. Items included in personal financial statements will not be subject to public review or presentation to or comment by other public entities.
4. SBURA Board Review. The SBURA Board will review the application and staff recommendations. The Board reserves the right to seek additional project review from other public agencies. The Board will issue preliminary approval/disapproval of the assistance request or any part thereof and will make a recommendation to the City Council.
5. City Council Review. Projects receiving approval by the SBURA Board will be forwarded to the Billings City Council through the City of Billings Planning and Community Services Department for final approval and consideration of a Development Agreement that will clearly describe the public investment required to be applied towards public infrastructure and/or development improvements within the public right of way. City Council approval is required before the City will enter a Development Agreement with the Applicant.
6. Development Agreement. The City and the Applicant must execute a mutual agreeable legally binding Development Agreement which establishes the terms and conditions of TIF assistance. Sample Development Agreements are available at the City/County Planning Division office for reference. The Development Agreement may include, but is not limited to, the following:
  - Complete architectural design specifications and site plan
  - Time frame for project development, construction and completion
  - Specifications for release of funds related to public infrastructure
  - Cash flow and pro forma statements for a minimum of five years of the development
  - Terms and conditions of the various financings
  - Commitment letters and loan documents related to the various financings
  - Ownership of completed development
  - Events of default; remedies
  - Zoning approval
  - Tenant commitments
  - Non-liability of city officials
  - Cause for termination



7. Timing. Following the above process for approval, the Applicant can expect a minimum of 60 days between submitting an application to the SBURA and potentially receiving a decision from the City Council.

## COMMITMENT OF FUNDS

Upon City Council approval of a project, the approved funds will be budgeted. Budgeted funds will be encumbered for a grace period of 180 days, by which time construction must have commenced. Commencement of construction means the date on which the first building permit is issued. Projects that have not commenced construction within 180 days are at risk for losing the committed funds.

Funds will be released as specified by the Development Agreement. Depending on the nature of each individual project, funds may be released as a lump sum payment or multiple payments made over subsequent fiscal years. The Development Agreement will specify the payment terms. Funds may be released according to one of the following methods.

1. Release of funds following project completion. Funds will be released upon the project's receipt of a Certificate of Occupancy from the City of Billings' Building Division. If necessary, the City will encumber funds for additional fiscal years to accommodate construction schedules.
2. Release of funds over a multi-year repayment schedule. Prior to a project receiving a TIF assistance payment, a Certificate of Occupancy shall be provided to the project by the City of Billings Building Division. Subject to payment amounts and funding availability, multiple payments may be required. TIF assistance payments may be made according to an agreed upon payment schedule. This schedule will be contained within the Development Agreement.

Funds will be release only if the project is developed and constructed essentially as presented in the Development Agreement.



## SOUTH BILLINGS BOULEVARD TAX INCREMENT FINANCING (TIF) ASSISTANCE APPLICATION

Project Name: King's Ace Hardware State Ave. Expansion & Re-zoning Date Submitted: 3/1/18

### APPLICANT INFORMATION

1. Name: King & King LLC/ King's Ace Hardware
2. Address: 1551 Zimmerman Trail, Billings, MT 59102
3. Telephone Number: 406-690-1741

### PROJECT INFORMATION

1. Building Address: 4160 and 4130 State Avenue
2. Legal Description: That Part of Lot 2 of the Subdivision of Section 9, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, Described in Quit Claim Deed, DOC #3626032. Property will be platted into two lots (see attached plats)
3. Ownership: King & King LLC (see attached Buy Sale Agreement)
4. Address: 1551 Zimmerman Trail, Billings, MT 59102
5. If property is not owned by the Applicant, list leasehold interests (Attach evidentiary materials.)  
  
Lessor's Name: Guy C. Romera (see attached Buy Sale Agreement)  
  
Lessor's Address: 4130 State Avenue, Billings, MT 59101
6. Existing/Proposed Businesses: King's Ace Hardware with parking lot expansion, and a new Neighborhood Commercial lot ready for development
7. Business Description: Support of existing Neighborhood Commercial business (King' Ace Hardware State Avenue) and future Neighborhood Commercial business on remaining lot
8. Employment: Existing FTE jobs 10.5
9. New Permanent FTE jobs created by project 2 Construction FTE jobs 5
10. Engineering Firm: Sanderson Stewart

Address: 1300 North Transtech Way, Billings MT 59102

Representative: Bill Morgan

8. Description of Project: Construction of a new asphalt parking lot including landscaping and stormwater features, demolition of the blighted residential lot, new commercial water and sewer services to the new lot, and Right of Way improvements to Van Buren Street.
9. Rehabilitation/construction plans: See Attached
10. Project Schedule: Property acquisition will be on May 20<sup>th</sup>. Demolition and construction can start in June of 2018 and be completed by end of summer of 2018.

### **CRITERIA FOR REVIEW**

Materials contained in TIF Assistance applications are used to assess the merits of projects in relation to the goals and objectives of the South Billings Urban Renewal Master Plan in relation to other district development and urban renewal projects. Projects will be evaluated based on the following criteria. Please provide an explanation and supporting documentation for how the project addresses each criterion.

1. Relevance to the South Billings Urban Renewal Master Plan – Documentation of the project's consistency with the goals in the Master Plan.

The proposed improvements to the project area located in the South Billings Urban Renewal District will help to promote a healthier and safer neighborhood. The improvements will create greater functionality and better use of the area, clean up the existing site, and provide potential for redevelopment as a new neighborhood service. Cleaning up the neighborhood will help create a focus on developing a strong, connected, and diverse area where both current and new residents can thrive and attract more people to the area. The improvements and expansion of infrastructure will help encourage reinvestment and find long-term uses for underutilized land in the area.

2. Economic Stimulus – The amount of economic activity to be generated by the, as well as the leverage ratio of public to private investment. Applications should contain credible, measurable information substantiating Applicant's claims of economic stimulus.

The existing site's current use is a single-family residence with a large amount of space used for storage. With the zone change from Residential 9600 to Neighborhood Commercial, a company that prides itself in providing excellent neighborhood and customer service will be allowed to expand in the short term by providing additional parking, and in the long term by being allowed to consider options like expansion or services and convenience for community members. Future commercial development will generate economic activity for the area as well as create jobs and provide a higher tax base for the betterment of the community.



3. Tax Generation – The increase in taxable value due to new construction/rehabilitation as estimated by the County Assessor's office.

As the current site is used for residential purposes and the zone change creates an opportunity for neighborhood commercial development, an increase in taxable value of the area will likely occur and be very beneficial for the community.

4. Employment Generation – Total employment generated by the project assessed in terms of new permanent and part-time jobs, and construction jobs.

A new neighborhood commercial lot in this area provides new businesses an opportunity to expand or develop services on the property that will generate new permanent and part-time jobs. It will also generate work for construction companies and create more jobs. It is estimated this project will provide 2 new permanent jobs at Ace Hardware and 5 construction jobs. Upon future redevelopment of the property, there will also be additional full time jobs and construction jobs added.

5. Elimination of Blight – The project's direct and indirect impact on the physical and fiscal condition within the District.

King and King, LLC intends to make the property around Ace Hardware on State Avenue a more visually appealing and safer shopping experience. The Neighborhood Commercial zoning allows for more businesses like Ace Hardware to expand or develop ancillary services on the property along State Avenue. While there are no current development plans for the proposed zone change property, removing the existing structures and debris on the existing property allows for vibrant future development and growth for the community.

6. Special or Unique Opportunities – The extent to which the project represents a unique opportunity, meets a special need, or addresses community goals. The provision of public space or workforce housing are examples of special and unique opportunities.

This area provides a special opportunity for a district in Billings that is primarily single-family residential homes with little public space or commercial properties in the vicinity. Utilizing this lot as it is intended with the recent Neighborhood Commercial zone change will provide more public space and help address the community goals of cleaning up the area and using it in a much more productive way. The south side of Billings is an integral part of our community and improving the appearance and safety of the properties located there further enhances the overall image of Billings for both local residents and visitors.

7. Impact Assessment – The extent of both positive and negative environmental impacts, appropriateness of the project design, and impact on existing businesses or residents.

To enhance the visual appeal of the property, the existing buildings will be demolished and the site will be removed of all clutter and debris. In the future, at the time of property re-development, landscaping along State Avenue will be irrigated and better maintained. A privacy fence will be installed along the southern property line to provide a better buffer with the adjoining residential uses. Ace Hardware will be able to better serve this community because the additional property will give them more options to provide for safer traffic flow for customers using their existing site. Also, removing the existing homes and structures, while also adding the privacy fence, will make the neighborhood far more safe and attractive. King and King, LLC currently has no immediate plans to develop the property, however they want to clean up the property to make it safer and more attractive for neighborhood commercial uses.

8. Financial Assistance – Other forms of financing available to the Applicant i.e. lender participation and state and federal grant monies.

The current form of financing available to the Applicant includes a loan from a local bank. There are no other state or federal grant monies currently available at this time.

9. Project Feasibility – Demonstration of market demand for the project as contained primarily on the pro forma and financing commitments.

There is a high demand for Neighborhood Commercial businesses like the State Avenue Ace Hardware Store, as it supports a large, underserved part of the Billings Community. There is also a high market demand for other commercial businesses like Ace Hardware to be supported and developed along State Avenue. The Applicant is committed to stay at this location in order to support the demand for its services to the community.



10. Developer's Ability to Perform – Applicant's capability to undertake the relative complexities of the project based on past performance on similar or comparable projects.

The Applicant's has the experience, knowledge, capability and commitment to undertake this project. King's Ace Hardware has multiple stores in Billings and Yellowstone County and has successfully developed, operated and maintained these stores for years.

11. Timely Completion – The feasibility of completing the project according to the Applicant's project schedule.

Since the property will be acquired on May 20th, with demolition and construction starting in June of 2018 and completed by end of summer of 2018, this is a very feasible project.

12. Payment of Taxes – All property taxes, special improvement district assessments, and other assessments on the project property must be paid at the time of application.

All taxes and other assessment will be paid at the time of closing of sale of property.

#### **PROJECT COSTS**

##### Land and Site Improvements (Itemized, See attached Opinion of Probable Cost Spreadsheets)

1. Equity in Land and Buildings	\$ <u>230,000.00</u>
2. Demolition	\$ <u>66,000.00</u>
3. Utility Improvements	\$ <u>49,400.63</u>
4. Parking Lot Improvements	\$ <u>67,786.88</u>
5. Landscape Improvements	\$ <u>5,428.13</u>
Subtotal	\$ <u>418,615.64</u>

##### Construction/Rehabilitation Costs (Use general construction trade divisions)

1.	\$ _____
2.	\$ _____
3.	\$ _____
4.	\$ _____
5.	\$ _____

6. \$ \_\_\_\_\_

7. \$ \_\_\_\_\_

8. \$ \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

### Fees

1. Engineering and Design Fees	\$ <u>12,000.00</u>
2. Permits <u>(City Review, Building Permit)</u>	\$ <u>1,246.91</u>
3. Other fees <u>(Geotech, Staking, Inspection)</u>	\$ <u>18,408.21</u>
Subtotal	\$ <u>31,655.12</u>
Total Project Development Costs	\$ <u>450,270.76</u>
Total Project Development Costs with Contingency	\$ <u>473,317.83</u>

### **PROJECT FINANCING**

Please complete Sources of Funds detail and summarize below.

#### Developer Equity

Cash Invested	\$ _____
Land & Buildings	\$ _____
Other (Specify) _____	\$ _____
_____	\$ _____
Subtotal	\$ _____

#### Lender Commitments (Attach evidence i.e. Letters of Credit or other documentation.)

Lender	Loan Amount	Interest	Term	
Payment/Period				
_____	\$ _____	_____ %	_____ yrs	\$ _____ /Month
_____	\$ _____	_____ %	_____ yrs	\$ _____ /Month
Total Loan Amount				\$ _____

TIF Request for improvements within the Public Right of Way

Eligible Improvements (See Schedule "A")

\$253517.82 \_\_\_\_\_

Van Buren Right of Way Improvements

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Subtotal

\$ 253,517.82

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Sources of Funds Summary (Post totals from above.)

Developer Equity \$ \_\_\_\_\_

Lender Commitments \$ \_\_\_\_\_

TIF Request \$ \_\_\_\_\_

Other Funds (Specify) \_\_\_\_\_ \$ \_\_\_\_\_

Total Project Financing \$ \_\_\_\_\_

**DEVELOPER STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY**

Applicant

1. Name: King & King LLC

Address: 1551 Zimmerman Trail, Billings, MT 59102

2. If the applicant is not an individual doing business under his/her own name, the applicant has the status indicated below and is organized or operating under the laws of Montana.

3. The applicant is:

\_\_\_\_\_ A corporation.

\_\_\_\_\_ A nonprofit or charitable institution or corporation

\_\_\_\_\_ A partnership known as \_\_\_\_\_



X   Other (explain): Limited Liability Corporation (LLC)

Date of organization: January, 2003

4. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, principal shareholders, investors, or partners of the applicant.

Name and Address

Nature and Extent of Interest

Charles D. (Skip) King

Principal Member

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Financial Condition

1. Provide a current financial statement for each private entity involved in the project. Documentation of financial capacity may include net worth statements, balance sheets, or profit and loss statements. (See Attached)

2. Has the applicant or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntary or involuntary, within the past ten years?

No  X  Yes \_\_\_\_\_ If yes, give date, place, and under what name:

\_\_\_\_\_

3. Has the applicant or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past ten years:

No  X  Yes \_\_\_\_\_ If yes, give date, charge, place, court and action taken for each case.

\_\_\_\_\_

\_\_\_\_\_

## CONSTRUCTION CONTRACTOR

1. Identify the construction contractor or builder who will undertake this project.

Name: To be determined through future bidding process

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

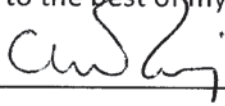
2. Has such contractor or builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years?

No X Yes \_\_\_\_\_ If yes, explain.

A Qualified, Licensed and Bonded Contractor will be hired

## CERTIFICATION

I (we), CHARLES D. Kins (please print),  
certify that the statements and estimates within this Application as well as any and all  
documentation submitted as attachments to this Application or under separate cover are true  
and correct to the best of my (our) knowledge and belief.

Signature 

Signature \_\_\_\_\_

Title Member

Title \_\_\_\_\_

Address 1551 Zinneman Trail

Address \_\_\_\_\_

B.L.L. 565 MT 59102

Date 2-26-18

Date \_\_\_\_\_

SCHEDULE "A"  
EXAMPLES OF ELIGIBLE PUBLIC PORTION PROJECTS OF INFRASTRUCTURE  
COMPLETE LIST FOUND IN MONTNA CODE ANNOTATED 7-15-4288

Purchase of Site for a Public use

Demolition and Abatement

Sidewalks, Curbs, Gutters, Drive Approaches

Public Utilities such as Water, Sewer, and Storm Drain

Street Surface Improvements

Crosswalks / HAWK Signals

Landscaping, Green Space, and Improvement of Pedestrian Areas

Historical Restorations

Off Street Parking for a Public use

Pollution Reduction

Private Utilities such as Electrical, Natural Gas, Telecommunication Lines



**First Interstate Bank**  
Billings Office  
401 North 31st Street  
P.O. Box 30918  
Billings, MT 59116-0918  
406-255-5000  
Internet Website: [www.firstinterstatebank.com](http://www.firstinterstatebank.com)  
Internet E-Mail: [fib@firstinterstatebank.com](mailto:fib@firstinterstatebank.com)

February 26, 2018

Re: King & King, LLC

To Whom It May Concern:

King & King, LLC (Skip King) credit request has been approved through First Interstate Bank and has the funds available to complete the purchase of 4130 State Avenue in Billings, MT.

If you have any questions, please feel free to contact me at 255-5250.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Meri McGlone'.

Meri McGlone  
Commercial Loan Officer







# KING'S ACE HARDWARE EXPANSION

NORTH 1 AC OF E1/2 OF LOT 2 IN THE NE CORNER OF SECTION 09  
TOWNSHIP 1 SOUTH, RANGE 26 EAST  
BILLINGS, MT

## PREPARED FOR:

**KING & KING LLC**  
2264 CENTRAL AVENUE  
BILLINGS, MT 59102

## PREPARED BY:

1300 North Transtech Way  
Billings, Montana 59102  
Phone: 406.656.5255  
www.sandersonstewart.com

## GOVERNING AGENCIES

CITY OF BILLINGS  
PUBLIC WORKS DEPARTMENT  
COLLECTION & DISTRIBUTION DIVISION  
2224 MONTANA AVENUE  
BILLINGS, MONTANA 59101  
CHRIS HERTZ (406) 657-3095  
JOEL SHERIDAN (406) 657-8341

## UTILITY COMPANIES

ELECTRIC  
NORTHWESTERN ENERGY  
405 SOUTH 20TH STREET WEST  
BILLINGS, MONTANA 59102  
WILL BLOKER  
(406) 655-2517

NATURAL GAS  
MONTANA-DAKOTA UTILITIES Co.  
P.O. BOX 2546  
BILLINGS, MONTANA 59112  
WILL BLOKER  
(406) 855-4458

TELEPHONE  
CENTURYLINK  
219 CALHOUN LANE  
BILLINGS, MONTANA 59102  
TODD CAMPBELL  
(406) 254-3201

CABLE TV  
CHARTER  
1860 MONAD ROAD  
BILLINGS, MONTANA 59102  
TODD CAMPBELL  
(406) 238-7729

## VICINITY MAP

INDEX TO SHEETS	
SHEET	DESCRIPTION
1	COVER SHEET
2	EXISTING SITE & DEMOLITION PLAN
3	SITE LAYOUT
4	DETAILS

**KING & KING LLC**  
2264 CENTRAL AVENUE  
BILLINGS, MT 59102



**SANDERSON  
STEWART**

1300 North Transtech Way  
Billings, Montana 59102  
Phone: 406.656.5255  
[www.sandersonstewart.com](http://www.sandersonstewart.com)

CITY OF BILLINGS

<u>PUBLIC WORKS DEPARTMENT</u>	<u>PUBLIC WORKS DEPARTMENT</u>
ENGINEERING DIVISION	COLLECTION & DISTRIBUTION DIVISION
2224 MONTANA AVENUE	2224 MONTANA AVENUE
BILLINGS, MONTANA 59101	BILLINGS, MONTANA 59101
CHRIS HERTZ (406) 657-3095	JOE SHERIDAN (406) 657-8341

	<u>ELECTRIC.</u>	<u>NATURAL GAS.</u>	<u>TELEPHONE.</u>
	NORTHWESTERN ENERGY	MONTANA-DAKOTA UTILITIES Co.	CENTURYLINK
	405 SOUTH 20TH STREET WEST	P.O. BOX 2546	219 CALHOUN LANE
	BILLINGS, MONTANA 59102	BILLINGS, MONTANA 59112	BILLINGS, MONTANA 59102
	(405) 655-2517	MIKE BRESHEARS	TAMMI BAKER
		(406) 855-4458	(406) 254-3201

CABLE TV  
CHARTER  
1860 MONAD ROAD  
BILLINGS, MONTANA 59102  
TOM CAMPBELL  
(406) 238-7729



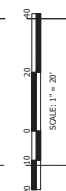
SHEET	DESCRIPTION
1	COVER SHEET
2	EXISTING SITE & DEMOLITION PLAN
3	SITE LAYOUT
4	DETAILS

BILLINGS, MT  
COVER SHEET

**TO PLAY AND DESIGN INSPIRING COMMUNITIES...**





[illegible]

[illegible]

**KING'S ACE HARDWARE EXPANSION**  
NORTH 1 AC OF E1/2 OF LOT 2 IN THE NE CORNER OF SECTION 09  
TOWNSHIP 1 SOUTH, RANGE 26 EAST  
BILLINGS, MT  
DETAILS

Date: February 23, 2018  
Project No.: 78105.07



**Engineer's Preliminary Opinion of Probable Cost  
for  
King's Ace Hardware  
To Provide Demolition Services & Parking Lot Improvements**

Schedule I: Demolition Plan

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
101	1	LS	Mobilization and Insurance	\$6,000.00 =	\$6,000.00
102	1	LS	Abatement and Removal of Existing Structures and Existing Concrete (includes all demo, abandonments and terminations within property lines)	\$60,000.00 =	\$60,000.00
Schedule I Subtotal					= \$66,000.00

Schedule II: Utilities

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
201	1	LS	Mobilization and Insurance	\$3,324.50 =	\$3,324.50
202	1	LS	Payment and Performance Bonds	\$831.13 =	\$831.13
203	1	LS	Traffic Control During Construction	\$2,500.00 =	\$2,500.00
204	3	EA	Type IV Storm Drain Inlet w/ Deep Sump	\$3,500.00 =	\$10,500.00
205	230	CY	Boulder Pit (Includes: Excavation, Rock, and Fabric)	\$55.00 =	\$12,650.00
206	217	LF	6-inch Perforated Storm Drain Pipe	\$35.00 =	\$7,595.00
207	1	LS	Connect to Existing 15-inch Storm Drain	\$4,000.00 =	\$4,000.00
208	1	LS	Connect to Existing 8-inch Water Main for Service Stub	\$4,000.00 =	\$4,000.00
209	1	LS	Connect to Existing 8-inch Sanitary Sewer for Service Stub	\$4,000.00 =	\$4,000.00
Schedule II Subtotal					= \$49,400.63

Schedule III: Parking Lot Improvements

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
301	1	LS	Mobilization and Insurance	\$6,025.50 =	\$6,025.50
302	1	LS	Payment and Performance Bonds	\$1,506.38 =	\$1,506.38
303	1	LS	Traffic Control During Construction	\$2,000.00 =	\$2,000.00
304	675	CY	Unclassified Excavation	\$15.00 =	\$10,125.00
305	540	CY	1 1/2-inch Base Gravel (12-inch Section)	\$40.00 =	\$21,600.00
306	1620	SY	Asphalt Surface Course (3-inch Thick)	\$14.00 =	\$22,680.00
307	125	SF	Concrete Drive Approach (7-inch Thick)	\$10.00 =	\$1,250.00
308	1	LS	Yellow Parking Lot Striping	\$500.00 =	\$500.00
309	1	LS	Yellow Curb Paint	\$100.00 =	\$100.00
310	500	SY	Subgrade Stabilization with Tensar TX-140 Geogrid (If required at Engineer's discretion)	\$4.00 =	\$2,000.00
Schedule III Subtotal					= \$67,786.88

Schedule IV: Landscape Improvements

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
401	1	LS	Mobilization and Insurance	\$482.50 =	\$482.50
402	1	LS	Payment and Performance Bonds	\$120.63 =	\$120.63
403	10	EA	Shrubs (1 GAL Container)	\$50.00 =	\$500.00
404	1500	SF	Landscape Beds (Mulch, Fabric)	\$1.75 =	\$2,625.00
405	50	LF	4-inch Irrigation Sleeving	\$10.00 =	\$500.00
406	1	LS	Irrigation Controller	\$600.00 =	\$600.00
407	300	SF	New Irrigation Drip	\$2.00 =	\$600.00
Schedule IV Subtotal					= \$5,428.13

Schedule V: Right of Way Improvements on Van Buren Street

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
501	1	LS	Traffic Control During Construction	\$2,500.00 =	\$2,500.00
502	1	LS	Asphalt Restoration on State Avenue and Van Buren Street	\$5,000.00 =	\$5,000.00
503	50	LF	Curb and Gutter on Van Buren Street	\$19.00 =	\$950.00
504	250	SF	Concrete Sidewalk on Van Buren Street (4-inch Thick)	\$7.00 =	\$1,750.00
Schedule V Subtotal					= \$10,200.00
Construction Total (Schedules I-V)					= \$198,815.63

**Administrative Fees and Other Costs**

City Review Fees	=	\$491.21
City Building Permit Fee	=	\$755.70
System Development Fee (See Note Below)	=	\$0.00
Estimated Engineering, Permitting & Bidding	=	\$12,000.00
Estimated Geotechnical Evaluation and Recommendations	=	\$3,000.00
Estimated Construction Staking 2.50%	=	\$4,970.39
Estimated Construction Administration 4.50%	=	\$8,946.70
Estimated Geotechnical Services and Materials Testing 0.75%	=	\$1,491.12
Subtotal of Administrative Fees	=	\$31,655.12
<b>Construction Total and Administrative Fees</b>	<b>=</b>	<b>\$230,470.75</b>
<b>Construction Total and Administrative Fees Plus Contingency</b>	<b>=</b>	<b>\$253,517.82</b>

**Notes:**

Costs based on Sanderson Stewart Preliminary drawings dated 01/10/2018

Mobilization and Insurance based on percentage of total schedule cost

Construction contingency

Payment and Performance Bonds

If both 3/4-inch meters are demoed and a 3/4-inch or a 1-inch meter is installed, there will be no SDF owed.

All items are complete and in place.

**Items Not Included in Estimate:**

Sanderson Stewart cannot warrant that any opinions of probable cost provided by Sanderson Stewart will not vary from actual costs incurred by the client. Sanderson Stewart has no control over the cost or availability of labor, equipment, materials, or over market conditions or the Contractor's method of pricing. Sanderson Stewart makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Sanderson Stewart's opinion of probable cost.

## AGREEMENT TO SELL AND PURCHASE

**AND RECEIPT FOR EARNEST MONEY  
COMMERCIAL AND INVESTMENT PROPERTIES**

Date **11-1-2017**

THE EXECUTION OF THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD SEEK COMPETENT LEGAL ADVICE IF NOT UNDERSTOOD. THIS IS A LEGAL AND BINDING CONTRACT.

**1. PARTIES AND PROPERTY:**

**King and King LLC. with right to assign**

Buyer, taking title as:

☐ Joint tenants with rights of survivorship, ☐ Tenants in common, ☒ Single in his/her own name, ☐ Other \_\_\_\_\_  
agrees to buy, and the Seller agrees to sell on the terms and conditions set forth in this Contract, the following described real property  
in the City of **Billings** County of **Yellowstone** State of **Montana**

Property commonly known as: **4130 & 4160 State Avenue**

Legal description of the Property: S09, T01 S, R26 E, N 1AC OF E2 LT 2 IN NE4 (LESS 3795 SQFT FOR RD) (14)

If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of the title company referred to in Section 10.

**2. PURCHASE PRICE AND TERMS:**

The purchase price shall be \$ [REDACTED] payable in U.S. Dollars by Buyer as follows:

\$ [REDACTED] (A) Earnest Money in the form of: ☒ Personal Check ☐ Cashiers Check ☐ Other To be:

☐ 1) Held and not deposited until acceptance by all parties.

☒ 2) Deposited within 3 business days of acceptance.

Earnest Money to be held by American Title ☐ Broker ☐ Attorney ☒ Title Company  
in a trust account on behalf of both Seller and Buyer. Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before closing. Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to Broker in consideration for services rendered. The undersigned sales representative hereby acknowledges receipt from Buyer of the above noted Earnest Money. \_\_\_\_\_

\$ [REDACTED] (B) Cash at closing, plus Buyer's closing costs, to be paid by Buyer at closing by cashier, certified check or electronic funds.

\$ (C) Seller to finance Buyer's purchase under the following terms and conditions:

**(D) Assumption of Existing Financing:**

**\$ [REDACTED] TOTAL PURCHASE PRICE**

**Additional Provisions: Seller commits to remove all personal property from the premises on or before the closing date. If all personal property and debris is not removed from site on or before close date, Seller shall place \$10,000.00 in escrow to be held by American Title, and shall have 30 days to remove all personal property and debris. If after 30 days, all personal property and debris has not been removed, Seller shall forfeit all funds to buyer. Additionally, Seller commits to participate in zone change application.**

### 3. PERSONAL PROPERTY AND FIXTURES:

The following personal property shall be included in this sale and transferred by Bill of Sale at closing.

☐ Security Deposits    ☐ Signs    ☐ Dumpster(s)    ☐

The following personal property is leased and not included in the sale:

Fixtures: All permanently installed fixtures and fittings that are attached to the Property are included in the purchase price, such as electrical, plumbing, and heating fixtures, built in appliances, attached floor coverings, antennas, coolers or air conditioners, mailbox, and trees and shrubs, if any, except

All personal property and fixtures sold with the Property described above are sold "AS IS" without warranty by the Seller, either expressed or implied. **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE.**

**4. CLOSING AND RELATED PROVISIONS:**

(A) The date of closing shall be May 20, 2018. The parties may, by mutual agreement, agree to close the transaction at any time prior to the date specified. If third party financing is required by the terms of this Agreement (includes assumptions, contracts for deed, and lender financing), the closing shall occur on the date specified or as soon thereafter as financing is complete but no later than 10 days after the stated closing date. Buyer and Seller will deposit with the closing agent all instruments and moneys necessary to complete the purchase in accordance with this Agreement.

(B) Possession and Keys: Seller shall deliver to Buyer possession of the Property and allow occupancy at the date of closing.

(C) Closing Costs, Documents and Services: Buyer and Seller shall pay their respective closing costs and all other items required to be paid at closing except as otherwise provided herein. Buyer and Seller shall sign and complete customary or required document at or before closing. Fees for real estate closing services shall be split equally between the Parties.

(D) Place of closing shall be: **American Title**

Page 1 of 5

DS  
Sk

Buyers initials

Sellers initials

**5. PRORATION:**

As of the date of closing Seller and Buyer agree to prorate current real estate taxes, pre-paid rents, current year assessments for special improvement debt that is assumed, and interest on any assumed loan(s), as well as: \_\_\_\_\_

**6. CONTINGENCIES:**

The closing of this agreement and sale of the property between Buyer and Seller is contingent upon the following, with this sale to terminate and earnest money returned to the Buyer if not satisfied in writing on or before May 20th, 2018  
(Check those which apply)

- ☒ Buyer receipt of any City / County approval for proposed buildings / remodeling and related cost estimates.  
☒ Buyer receipt of written City approval for Buyer's use of the property and confirmation of parcel zoning.  
☐ Buyer receipt of acceptable zone change or special review.  
☒ Buyer approval of preliminary title report including subdivision restrictions and S.I.D.'s, and future S.I.D.'s.  
☐ Buyer approval of curb valve inspection report, condition of well & septic system, & of access to water/sewer/gas/elec. services.  
☒ Buyer approval of Lead Base Paint, Radon, Asbestos and Mold Reports, and Americans with Disabilities Audit.  
☒ Buyer approval of leases, contracts, income/expenses information, and owner's association/condo expense.  
☐ Buyer approval of Property Condition and of subsoil conditions, measurements, access, ditches, and of floodplain exclusion.  
☒ Buyer approval of: ☒ Survey ☒ Corner identification, Paid by ☐ Buyer ☒ Seller ☐ Shared Equally.  
☐ Buyer approval of Phase One Environmental Report, Cost paid by ☐ Buyer ☐ Seller ☐ Shared Equally.  
☐ Buyer closing of exchange property.  
☐ Both parties attorney and accountant approval of this Agreement  
☒ Buyer receipt of acceptable loan commitment, and appraisal.  
☒ **Any due diligence the buyer deems necessary.**

Buyer agrees to diligently pursue each contingency checked. If Buyer shall fail to notify its Broker, Seller, or Seller's Broker, in writing, by the date noted above that the contingencies checked have not been satisfied then it shall be conclusively presumed that the Buyer has waived those contingencies for which no notice has been given. If Buyer, after due diligence, shall timely Notify Seller, Buyer's Broker or Seller's Broker, in writing, of a deficiency, then in such event this Agreement shall terminate and Buyer shall be entitled to prompt return of Buyer's Earnest Money deposit, less escrow holder or title cancellation fees

The Seller shall have the option of:

- a) Making said items operational  
 b) Giving the Buyer(s) a credit for the items, or  
 c) Canceling the Agreement to Sell and Purchase and refunding to the Buyer(s) any Earnest Money deposit or similar payments previously made to Seller.  
 Should Seller cancel the Agreement because of environmental condition, then Seller ☐ shall, ☒ shall not pay, or reimburse Buyer for the cost of the Phase One Environmental Audit

**7. CONDITION OF PROPERTY AND RELATED ISSUES:**

Seller agrees that the Property shall be in the same condition, broom clean, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller has no knowledge of any notice of violations of City, County, State, Federal, Building Zoning, Fire, Health Codes or ordinances, condemnation, hazardous waste, underground storage tanks, special improvement districts or other governmental regulation filed or issued against the Property, except noted herein:

If the property is damaged by fire, hail, or other casualty prior to time of closing, Seller ☒ shall be, ☐ shall not be obligated to repair the same before the date of closing. If such damage is not repaired within said time, this Contract may be terminated at the option of the Buyer and the Earnest Money shall be returned to Buyer. Should Buyer elect to carry out the Contract despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this Contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age, and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement. **Buyer agrees to accept property in "AS IS, WHERE IS" condition except as herein provided.**

**8. ASSIGNABILITY:**

This Contract shall not be assignable by Buyer without Seller's prior written consent, which assignment shall not be unreasonably withheld by Seller. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

**9. CONVEYANCE:**

Seller shall convey the real Property by Warranty Deed including all interest of Seller in vacated alleys and streets, easements, other apportionments and improvements free of all liens and encumbrances except those described in the title insurance section of this agreement, and reservations or conveyances of record. All water rights, entitlements, claims, certificates and permits are included with the property, with any transfer fees split equally.

**10. TITLE INSURANCE:**

Seller, at Seller's expense, shall furnish Buyer title insurance from American Title (Title Company) pursuant to a standard form American Land Title Association title insurance commitment in the amount equal to the purchase price, committing to insure merchantable title to the real Property in Buyer's name, free and clear of all liens and encumbrances except encumbrances hereinabove mentioned, zoning ordinances, building and use restrictions, reservations and exceptions in patents from the United States and the State of Montana, all standard ALTA exceptions, beneficial utility easements apparent or of record, other easements of record, real estate taxes for the year in which closing occurs, Special Improvement Districts (including rural SID's) either noticed to seller by the city / county but not spread, or currently assessed, if any which will be:



☒ PAID OFF BY SELLER AT CLOSING☐ ASSUMED BY BUYER AT CLOSING,

The following loans

the following leases

**All applicable**

should be assigned to Buyer at closing. If the Seller's title is not merchantable and cannot be made merchantable before the stated closing date, 30 ADDITIONAL DAYS SHALL BE ALLOWED FOR THE SELLER TO MAKE SUCH TITLE MERCHANTABLE. If at that time the title is still not merchantable, this Contract may be terminated by Buyer with no penalty, and the earnest money will be returned to Buyer. Encumbrances to be discharged by Seller shall either be satisfied prior to closing or from Sellers' proceeds at time of closing.

**11. TAX DEFERRED EXCHANGE:** (check, where applicable)

☐ Buyer herein acknowledges that it is the intention of Seller to create IRC Section 1031 tax deferred exchange and that Seller's rights and obligations under this agreement may be assigned to facilitate such exchange. Buyer agrees to cooperate with Seller in any manner necessary to enable Seller to qualify for said exchange at no additional cost or liability to Buyer, including the execution of an Assignment Agreement.

☐ Seller herein acknowledges that it is the intention of Buyer to complete IRC Section 1031 tax deferred exchange and that Buyer may assign his rights and obligations under this agreement for the purpose of completing such exchange. Seller agrees to cooperate with Buyer in any manner necessary in order to complete said exchange at no additional cost or liability to Seller, including the execution of an Assignment Agreement.

**12. STATUTORY DISCLOSURES:**

**METHAMPHETAMINE:** If the property is inhabitable real property, the Seller represents to the best of Seller's knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine drug lab. If the Property has been used as a clandestine Methamphetamine drug lab Seller agrees to execute and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine drug lab.

**RADON:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal guidelines have been found in buildings in Montana. Additional information regarding radon and radon testing may be obtained from your county or state public health unit. Buyer acknowledges receipt of a copy of this statement prior to entering into the agreement to sell and purchase - commercial.

If the Property is inhabitable real property as defined in the Montana Radon Control Act, Seller(s) represent that to the best of Seller's knowledge the Property ☐ has ☒ has not been tested for radon gas and/or radon progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, Seller agrees to provide, as available, test results to Broker along with any evidence of mitigation or treatment.

**LEAD-BASED PAINT:** If a residential dwelling exists on the Property and was built before the year 1978, the Seller ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If seller has knowledge of lead-based paint and/or lead-based paint hazards on the Property Seller agrees to provide all pertinent reports and records concerning that knowledge. Seller acknowledges that the Broker has advised the Seller of Seller's obligation to make lead-based paint disclosures and Broker's obligation to ensure that the Seller satisfies this obligation.

**MOLD:** If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act the Seller represents to the best of Seller's knowledge that the Property ☐ has ☒ has not been tested for mold and that the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold Seller agrees to provide any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.

**13. TIME OF ESSENCE / REMEDIES:**

Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(A) If Buyer is in default: If Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction within the time period provided in this agreement, Seller may:

- 1) Declare the earnest money paid by Buyer to Broker to be forfeited to Seller as liquidated damages, which sum the parties agree is a reasonable sum, as the actual damages to Seller would be extremely difficult or impractical to ascertain; or
- 2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; or
- 3) Demand Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

(B) If Seller is in default: If Seller fails to accept the offer contained in this Agreement within the time period provided, all earnest moneys shall be returned to Buyer. If Seller accepts the offer contained in this Agreement but refuses or neglects to consummate the transaction within the time period provided in this Agreement, Buyer may:

- 1) Demand immediate repayment of all moneys that Buyer has paid to Broker as earnest money, and upon return of such money the rights and duties of Buyer and Seller under this agreement shall be terminated.
- 2) Demand that Seller specifically perform Seller's obligations under this Agreement; or
- 3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

**14. EARNEST MONEY DISPUTE:**

Notwithstanding any termination of this Contract, Buyer and Seller agree that, in the event of any controversy regarding the Earnest Money and things of value held by Broker or Closing Agent, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or Closing Agent shall not be required to take any action but may await any proceeding, or at Broker's or Closing Agent's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

**15. BUYER'S CERTIFICATION:**

By entering into this Agreement, each person or persons executing this Agreement as Buyer represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own real property in the State of Montana; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/ she is duly authorized to enter into the Agreement on behalf of such entity.

**16. SELLER'S CERTIFICATION:**

By entering into this Agreement, each person or persons executing this Agreement as Seller represents that he/she is eighteen (18) years of age or older, of sound mind, and legally entitled at this time to transfer title to the real property free and clear of all liens and encumbrances except those



Buyers initials


  
Sellers initials

described in this Agreement; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into the Agreement on behalf of such entity.

#### 17. ALTERNATIVE DISPUTE RESOLUTION:

**MEDIATION:** If a dispute arises between the parties relating to this Contract, the parties may agree to submit the dispute to mediation. The parties may jointly appoint an acceptable mediator and may share equally in the cost of such mediator. If mediator proves unsuccessful, the parties may then proceed with such other means of dispute resolution as they so chose.

#### 18. ATTORNEY'S FEES:

If either party defaults in its performance of this Agreement and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges, and expenses, including reasonable attorney's fees, reasonably incurred at any time by the other party because of the default.

#### 19. ENTIRE CONTRACT:

All prior Agreements between the parties are incorporated in this Agreement, which constitutes the entire Contract. Its terms are intended by the parties as a final expression of their Agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior Agreement or contemporaneous oral Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any involving this Agreement. If any portion of this Agreement shall be held to be void or unenforceable, the balance hereof shall nonetheless be effective. This Agreement shall be governed by the laws of the State of Montana and shall be binding upon the heirs, successors and permit assigns of the parties.

#### 20. BROKER RELATIONSHIPS:

The following agency relationship(s) are hereby confirmed for this transaction.

Listing Agent Amy Kraenzel ☒ Is the agent of (check one): ☒ Seller exclusively  
(Print Agent name) ☐ Both /Buyer & Seller

Selling Agent Matt Robertson ☒ Is the agent of (check one): ☒ Buyer exclusively  
(Print Agent name) ☐ Both /Buyer & Seller

#### 21. ADDENDUM ATTACHED:

#### 22. CONSENT TO DISCLOSE:

Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, Broker, and their attorneys, closing agents, and other parties having interest essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrow agents and lenders for review of contracts, deeds, trust indentures, inspections, or similar documents of prior transaction concerning this property or underlying obligations pertaining thereto.

#### 23. COUNTERPARTS / FACSIMILE:

A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Contract between the parties. The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the parties' signatures may be used as the original.

#### 24. BUYER'S COMMITMENT:

Buyer agrees to purchase the above described Property on the terms and conditions set forth in the above offer and grants said sales

Representative until 11/4/2017 at 5:00PM to secure Seller's written acceptance.

Buyer may withdraw this offer at anytime prior to Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. Buyer hereby acknowledges receipt of a copy of this Agreement of Sell and Purchase-Commercial and Investment Properties, bearing Buyer's signature(s) and that Buyers have read and understand this Agreement.

Buyer's Phone: \_\_\_\_\_ Buyer's Signature: SKIP KING  
131481088DDC47...

Address: \_\_\_\_\_ Buyer's Signature: \_\_\_\_\_

#### 25. SELLER'S COMMITMENT:

Seller agrees to sell and convey to Buyer the above-described Property on the terms and conditions hereinabove stated.

Seller acknowledges receipt of a copy of this Agreement bearing the signature(s) of Buyer and Seller.

Dated this 3rd day of November At 12 am/pm.

Seller's Phone: 672-5208 Seller's Signature: [Signature]

Address: 4130 State Ave Seller Signature: [Signature]



26. DELIVERY TO BUYER OF A COPY OF ACCEPTED OFFER (use one of the following:)

Date \_\_\_\_\_  
The undersigned buyer acknowledges receipt of a copy of this Contract  
bearing his / her signature and that of the Seller.

Date \_\_\_\_\_  
A copy of this Contract bearing Buyer(s) signature and that of the  
Seller(s) was sent via ordinary or certified mail to Buyer.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Agent

ACTION TAKEN, IF OTHER THAN ACCEPTANCE:

I/We acknowledge receipt of this agreement bearing my/our initial(s) and the signature(s) of the Buyer(s) named above.

☐ Rejected by the Seller \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Seller's Initials Date

☐ Modified per Attached Counter \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Seller's Initials Date

  
\_\_\_\_\_  
Buyers initials      Sellers initials

## Exhibit B

3:25 PM  
12/20/18  
Accrual Basis

King & King LLC  
Account QuickReport  
All Transactions

Type	Date	Num	Name	Memo	Amount
Bill	07/31/2018	71	King Development & Land LLC	TREE REMOVAL	15,000.00 / Demo
Check	11/15/2018	10087	Askin Construction	House Demolition and Paving Parking Lot	45,393.45 / Demo
Bill	01/12/2018	43847	Sanderson Stewart	Preliminary work on Zoning	5,769.59 / Eng/Permits
Bill	02/09/2018	43965	Sanderson Stewart	Survey & Civil Documents	10,087.88 / Eng/Permits
Check	02/20/2018	10069	City of Billings	Exempt from Review Fee	200.00 / Eng/Permits
Bill	03/09/2018	44081	Sanderson Stewart	Zoning and Boundary Relocation	4,038.13 / Eng/Permits
Bill	04/10/2018	44236	Sanderson Stewart		272.40 / Eng/Permits
Bill	07/20/2018	03-30391	Rimrock Engineering, Inc	Geotechnical Engineering Report	4,000.00 / Eng/Permits
General Journal	08/21/2018			City of Billings Permit	539.66 / Eng/Permits
Bill	08/21/2018	44878	Sanderson Stewart	Civil Engineering	4,060.00 / Eng/Permits
General Journal	08/22/2018			Copy engineering plans	108.00 / Eng/Permits
Bill	09/20/2018	45045	Sanderson Stewart	Civil Engineering	1,217.00 / Eng/Permits
Bill	09/20/2018	45046	Sanderson Stewart	Property Flagging	450.00 / Eng/Permits
General Journal	09/24/2018			CC - City Permits	1,272.25 / Eng/Permits
Bill	12/20/2018	102	King Development & Land LLC	PROJECT MANAGEMENT FEES	8,941.96 / Eng/Permits
Bill	12/04/2018	25255	Winchell Landscaping Inc	Landscaping & Sprinklers	9,875.00 / Landscaping
Check	12/05/2018	10089	Askin Construction	Parking Lot	20,012.80 / Parking lot
Check	12/05/2018	10090	AAA Striping Service	LOT STRIPING	1,826.40 / Parking lot
General Journal	12/08/2018			CC - Thomas Lumber - Split Rail Fence	619.60 / Parking lot
Bill	12/13/2018	29053	Jares Fence Co	Chain Link Fencing	19,337.00 / Parking lot
Bill	12/15/2018	29052	Jares Fence Co	Chain Link Fencing	10,347.00 / Parking lot
Bill	05/28/2018	11968062818	Cotter's Sewer, Septic & Portable Toilet	Camera for locating septic	200.00 / Utilities
Bill	07/06/2018	12093070618	Cotter's Sewer, Septic & Portable Toilet	Pumping Septic	500.00 / Utilities
Check	11/16/2018	10087	Askin Construction	House Demolition and Paving Parking Lot	45,393.95 / Utilities

Demo	\$60,393.45
Eng/Permits	\$40,956.87
Landscaping	\$9,675.00
Parking Lot	\$52,142.80
Utilities	\$46,093.45
TOTAL	\$209,261.57

## REGULAR MEETING OF THE BILLINGS CITY COUNCIL

May 14, 2018

The Billings City Council met in regular session in the Council Chambers located on the second floor of the Police Facility, 220 North 27th Street, Billings, Montana. Mayor Cole called the meeting to order at 6:30 p.m. and served as the meeting's presiding officer. Councilmember Ronning gave the invocation.

**ROLL CALL:** Councilmembers present on roll call were: Cromley, Yakawich, Brewster, Ewalt, Joy, Friedel, Gibbs, Ronning, Clark and Brown.

**MINUTES:** April 23, 2018 – Councilmember Clark moved for approval, seconded by Councilmember Brewster. On a voice vote, the motion was unanimously approved.

### COURTESIES:

- Mayor Cole congratulated Wyeth Friday, Planning Director, on his recent Spirit of Caring award from United Way.
- Mayor Cole encouraged Council to attend the Montana Municipal Institute in the future and added it had been a good 3-day conference.
- Councilmember Ronning stated Margot Kidder, also known as Lois Lane, had passed away. She stated that Ms. Kidder had been an advocate for mental illness and would be missed.
- Councilmember Yakawich congratulated all of the recent graduates and wished them a successful future.

### PROCLAMATIONS:

- There were no proclamations.

### ADMINISTRATOR REPORTS - BRUCE MCCANDLESS

- Mr. McCandless reminded Council that there would be a budget only Work Session on Tuesday, May 15, 2018.

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

The public comment was opened.

- **Kevin Nelson, 4235 Bruce Avenue, Billings, Montana**, in reference to Item 1F, stated taxpayers should not pay for the Ace Hardware store parking lot and encouraged Council to vote in opposition to the TIF assistance.
- **Eric Bassey, 407 South 31<sup>st</sup> Street, Billings, Montana**, in reference to Item 1F, stated he was in support of Item 1F because it would help the area.
- **Debbie Keller, SBURA**, in reference to Item 1F, stated the plans would help to improve the blight in the area.
- **Charles D. King, Ace Hardware owner**, in reference to Item 1F, stated he was hoping to improve a blighted area and thanked Council for their time.
- **Steve Zeier, SBURA**, in reference to Item 1F, stated the TIF application met the standards and thought the improvements would help the area.

There were no further speakers, and the public comment period was closed.

## 1. **CONSENT AGENDA**

### A. **Bid Awards:**

1. **Airline Support Facility.** (Opened 5/1/18) Recommend Swank Construction; \$184,000.
  2. **Airport - Two Heavy Duty Snow Plows.** (Opened 4/10/18) Recommend M-B Company; \$1,532,160.
  3. **Storage Building for the Bureau of Land Management.** (Opened 5/1/18) Recommend delaying award until May 29, 2018 Council meeting.
  4. **W.O. 18-01, Schedule 2, Sanitary Sewer and Water Rehabilitation Project.** (Opened 5/1/18) Recommend Western Municipal Construction, Inc.; \$1,876,084.
- B. **Change Order 2 - SID 1401, Molt Road Turn Lane Improvements, CMG Construction, LLC; \$80,205.50.**
- C. **Approval** of Airport's updated Disadvantaged Business Enterprise Program.
- D. **Approval** of Scheduled Airline Operating Permit with Air Wisconsin Airlines, LLC.
- E. **Approval** of Executive Search Firm Agreement. Recommendation contained in May 11, 2018 Friday packet.
- F. **Approval** of Tax Increment Financing Assistance from South Billings Urban Renewal District to King & King, LLC for Demolition/Site Development at 4160 and 4130 State Avenue; \$212,993.

- G. **Amendment No. 2, Airport Terminal Expansion Project**, Professional Services Contract, Morrison-Maierle, Inc.; \$611,127.
- H. **Amendment No. 8, Pavement Condition Index Survey**, Professional Services Contract, Morrison-Maierle, Inc.; \$67,714.
- I. **Memorandum of Agreement** between the City of Billings and Yellowstone County, Yellowstone County Board of Planning and the Montana Department of Transportation for the Metropolitan Transportation Planning Process.
- J. **Professional Services Contract** for W.O. 18-09, Downtown Traffic Study; Kittleson & Associates; \$189,617.
- K. **Second/Final Reading Ordinance 18-5705 for Zone Change 965**: a zone change from Controlled Industrial (CI) to Residential 6,000 (R-60) on a 7,000 square foot parcel of land, generally located at 109 South 35th Street. Dave Healow, owner; High Plains Architects, agent. Approval of the zone change and adoption of the findings of the 10 criteria.
- L. **Final Plat Approval** of Algeo Subdivision.
- M. **Bills and Payroll:**
  - 1. April 9, 2018
  - 2. April 23, 2018

Councilmember Cromley separated Item 1M1 in order to abstain.

Councilmember Ewalt separated Items 1B, 1F and 1J for discussion.

Councilmember Joy separated Item 1E for discussion.

Councilmember Brown separated Items 1G, 1H and 1M2 in order to abstain.

Councilmember Yakawich moved for approval of the Consent Agenda with the exception of Items 1B, 1E, 1F, 1G, 1H, 1J, 1M1 and 1M2, seconded by Councilmember Gibbs. On a voice vote, the motion was unanimously approved.

Councilmember Ewalt, in reference to Item 1B, stated he did not think the City should be responsible for the change order costs. Dave Mumford, Public Works Director, stated there were discussions with the engineering firm regarding sharing the reimbursement costs. Debi Meling, City Engineer, stated the City typically paid for the cost of betterment. She stated the City would request reimbursement for delays. Councilmember Ewalt made a motion to accept the change order, but require 50% reimbursement from the engineering company, seconded by Councilmember Friedel. Councilmember Brewster asked the Legal Department for counsel on requiring



reimbursement from the engineering company. Brent Brooks, City Attorney, stated it would be a reasonable request, but the City may want to use other opportunities to achieve reimbursement. Councilmember Cromley made a substitute motion to approve Item 1B, as stated on the agenda, seconded by Councilmember Brewster. Councilmember Cromley's substitute motion was approved 9-2, Councilmembers Ewalt and Gibbs voted in opposition.

Councilmember Joy, in reference to Item 1E, moved for approval of using Springsted Waters for the Executive Search Firm, seconded by Councilmember Gibbs. On a voice vote, the motion was approved 6-5, Councilmembers Yakawich, Brewster, Friedel, Clark, and Brown voted in opposition.

Councilmember Ewalt moved for denial of Item 1F, seconded by Councilmember Brewster. Councilmember Ewalt stated the numbers did not add up and the development did not qualify for TIF funding. Mr. Zeier answered questions from Council regarding some confusion on the application. Wyeth Friday, Planning Director, stated the timeline dates in the Memorandum of Understanding had not been met, but the order of events had taken place properly.

Councilmember Cromley made a substitute motion to approve Item 1F, as stated on the agenda, seconded by Councilmember Yakawich.

Councilmember Clark asked for clarification on the amount that had been requested. Mr. Friday stated SBURA had an application policy that discussed allowing 45% of the future estimated increment that might be generated by a project. He added that the application for Item 1F would use some of the funds to remediate blight on the property. Mr. Friday stated the application was different than previous applications, therefore, clarification had been required to eliminate some confusion. On a voice vote, the motion was approved 10-1, Councilmember Ewalt voted in opposition.

Councilmember Clark moved for approval of Item 1G, seconded by Councilmember Brewster. On a voice vote, the motion was approved 10-0, Councilmember Brown abstained.

Councilmember Clark moved for approval of Item 1H, seconded by Councilmember Ewalt. On a voice vote, the motion was approved 10-0, Councilmember Brown abstained.

Councilmember Ewalt moved for denial of Item 1J, seconded by Councilmember Brewster. Councilmember Ewalt stated the study seemed similar to the Hammes Group study for the One Big Sky project and thought another study would be a waste of money. Councilmember Brewster asked for clarification on Item 1J. Mr. Mumford stated the study looked past Division Street to Main Street and would cover 1<sup>st</sup> Avenue and 6<sup>th</sup> Avenue as well. Councilmember Brown asked how this study was different from other studies completed in the past. Mr. Mumford stated that a study had not been done regarding two-way traffic streets downtown. Mr. Mumford stated the study would

discuss parking, signals and costs of turning the existing one-way streets into two-way streets. Councilmember Joy asked if the downtown traffic study would overlap the One Big Sky study. Mr. Mumford stated the One Big Sky study would look at the area directly around its proposed location and not the effect of the traffic for the entire downtown area. Mayor Cole asked for clarification on hiring an out of state firm. Mr. Mumford stated the City had used Kittleson & Associates previously and they were very experienced in one-way/two-way street modeling.

Councilmember Brewster made a substitute motion to approve Item 1J, seconded by Councilmember Cromley. On a voice vote, the motion to approve Item 1J was approved 10-1, Councilmember Ewalt voted in opposition.

Councilmember Clark moved for approval of Item 1M1, seconded by Councilmember Ronning. On a voice vote, the motion was approved 10-0, Councilmember Cromley abstained.

Councilmember Clark moved for approval of Item 1M2, seconded by Councilmember Joy. On a voice vote, the motion was approved 10-0, Councilmember Brown abstained.

Mayor Cole called for a recess at 8:22 pm.

The meeting was called back to order at 8:30 pm.

## **REGULAR AGENDA:**

### **2. PUBLIC HEARING AND RESOLUTION 18-10718 adopting water and wastewater rate and fee schedule effective July 1, 2018. Staff recommends approval of option II. (Action: approval or disapproval of staff recommendation.)**

Jennifer Duray, Public Works Financial Manager, gave a PowerPoint presentation of water and wastewater costs. She gave an overview of the replacement needs and the costs associated with the replacements. Ms. Duray stated there had not been an increase in water rates since FY15. She briefly explained the price differences between Option I and Option 2 and added that choosing Option II would allow for less increases later to meet infrastructure needs.

In response to Council questions regarding transparency in departmental water usage, Ms. Duray stated staff was working on getting that information out very soon.

The public hearing was opened.

- **Ron Williams, 3070 Buttercup Drive, Billings, Montana**, stated his water bill fluctuated more than any of his other utility bills. He added that other cities had significantly lower water costs.

- **Rodney Garcia, 4333 Ryan Avenue, Billings, Montana**, stated the people needed a taxation break.
- **Susan Smith, 6133 Timbercove Drive, Billings, Montana**, stated she opposed the increases and thought the four tier system being used discriminated against larger families and deterred people from having a garden.
- **Greg Wing, 5875 Canyonwoods Drive, Billings, Montana**, stated the water rates for the City seemed excessive compared to other cities.
- **Abram Hein, 6185 Timbercove Drive, Billings, Montana**, stated the water tier system seemed backwards, economically, and that everyone should pay the same rate for their water usage.

There were no further speakers, and the public hearing was closed.

Councilmember Cromley moved for approval of Item 2 (Option II), seconded by Councilmember Yakawich. Councilmember Ewalt asked for clarification on the west end reservoir and water treatment plant. Mr. Mumford stated they should have enough money for the project after three years of increases. He added the rate increases could possibly go down afterwards, but there would still be material costs, etc. Councilmember Brewster stated people should have a fixed cost based on water usage. Mayor Cole stated the average user would see a .31 cent monthly increase and the City needed a reservoir on the west end. On a voice vote, the motion was approved 10-1, Councilmember Brewster voted in opposition.

**3. PUBLIC HEARING AND RESOLUTION 18-10719 repealing Resolutions 99-17447 and 04-18137 and adopting the new Sidewalk, Curb and Gutter Policy. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)**

Debi Meling, City Engineer, gave a PowerPoint presentation reviewing the obsolete portions in the existing policies and the proposed changes.

Councilmember Ewalt asked if owners were given the opportunity to make repairs, prior to City involvement. Ms. Meling responded affirmatively.

Councilmember Cromley asked for clarification on corner lot assessments. Ms. Meling stated that curbs, gutters and sidewalks were assessed only on the addressed side of the property. She added that the assessment to the non-addressed side drive approach would be paid by the owner, but the City would pay for the remaining area.

Councilmember Yakawich asked if assessments were strictly complaint driven. Ms. Meling stated the City was taking a more proactive approach, especially near schools. She added there was a traffic bureau that did reviews of particular areas. Councilmember Yakawich asked if the traffic bureau could also help with Code Enforcement. Ms. Meling stated that City Codes were very complicated, but they did currently cooperate with all departments.

Councilmember Ewalt asked for clarification on the areas around Medicine Crow School and Hawthorne Lane. Ms. Meling stated there were two projects scheduled around the Medicine Crow School area that would help with some of the issues. She added that the Hawthorne Lane area was scheduled for improvements in the next five years.

The public hearing was opened.

There were no speakers, and the public hearing was closed.

Councilmember Brewster moved for approval of Item 3, seconded by Councilmember Clark. On a voice vote, the motion was unanimously approved.

**4. PUBLIC HEARING AND FIRST READING ORDINANCE amending Billings, Montana City Code (BMCC), Sections 22-232 and 13-1200, for sidewalk repairs. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)**

Debi Meling, City Engineer, gave a PowerPoint presentation reviewing the funding portion of the proposed sidewalk repair changes. She stated that the ongoing concrete program needed revisions and reviewed the proposed modifications. She added that the gas tax would be used to fund the program for the first several years until it became self-sufficient and the gas tax fund would be repaid.

The public hearing was opened.

There were no speakers, and the public hearing was closed.

Councilmember Ewalt moved for approval of Item 4, seconded by Councilmember Friedel. On a voice vote, the motion was unanimously approved.

**5. PUBLIC HEARING AND RESOLUTION 18-10720 FOR ANNEXATION 18-01: located west of Zimmerman Trail and north of Grand Avenue. Billings Opportunities, LLC, owner and petitioner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)**

Monica Plecker, Planning Division Manager, gave a PowerPoint presentation reviewing the property and the proposed annexation. She added that all City services could be provided to the area.

Councilmember Ewalt asked for clarification on traffic issues in the area. Ms. Plecker stated a traffic study would be required to address any issues.



Mayor Cole asked if a cost of service study would address additional revenues. Mr. Friday stated the revenues would depend on the type of development and staff would work on a Request For Proposal.

The public hearing was opened.

There were no speakers, and the public hearing was closed.

Councilmember Cromley moved for approval of Item 5, seconded by Councilmember Joy. On a voice vote, the motion was unanimously approved.

**6. PUBLIC HEARING AND RESOLUTION 18-10721 FOR ANNEXATION 18-02: located east of Jackson Street and south of Orrel Avenue. Ricky Savage, owner and petitioner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)**

Monica Plecker, Planning Division Manager, gave a PowerPoint presentation reviewing the property and the proposed annexation. She added that the property could be served with all City services.

The public hearing was opened.

- **Rick Savage, 2425 Lower Canal Road, Ballantine, Montana:** stated he had owned the property for several years and planned to build a small house at the location. In response to Council questions, he stated he was unaware why the property had not been previously annexed.

There were no further speakers, and the public hearing was closed.

Councilmember Yakawich moved for approval of Item 6, seconded by Councilmember Cromley. On a voice vote, the motion was unanimously approved.

**7. LAKE ELMO DRIVE:**

**a. PUBLIC HEARING AND RESOLUTION 18-10722 FOR ANNEXATION 18-03: located east of Lake Elmo Drive and south of Unita Park Drive. William and Kathy Baumann, owners. Sanderson Stewart, petitioner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)**

Monica Plecker, Planning Division Manager, gave a PowerPoint presentation reviewing the property and the proposed annexation. She added that the property would be served with all City utilities.

The public hearing was opened.



There were no speakers, and the public hearing was closed.

Councilmember Clark moved for approval of Item 7a, seconded by Councilmember Brewster. On a voice vote, the motion was unanimously approved.

**b. DEVELOPMENT AGREEMENT with William and Kathy Baumann. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)**

Mr. Mumford stated Item 7b was a typical development agreement and added that the property owners would be required to install the infrastructure needed.

Councilmember Brewster moved for approval of Item 7b, seconded by Councilmember Joy. Mayor Cole asked if there would be further review on the property regarding site plans, etc. Ms. Plecker stated there would be further review by staff for master site plans, number of units for the engineering review, traffic study, and landscaping requirements. She added that the master site plan would look at the internal workings of the site. On a voice vote, the motion was unanimously approved.

**8. PUBLIC HEARING AND FIRST READING ORDINANCE amending Billings, Montana City Code Articles 17-106 and 17-107, Noise Ordinance. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)**

Brent Brooks, City Attorney, stated there had been past presentations on the noise ordinance and added that the amendments would help to temporarily get through the current year's event season. Mr. Brooks reviewed the four proposed amendments to the current noise ordinance. He stated Dr. Dan Autenrieth from Montana Tech University would review the noise ordinance and make a presentation to Council in August or September.

Councilmember Joy asked if the local high schools would be exempt from the noise ordinance. Mr. Brooks stated that Dr. Autenrieth would review that particular issue.

Councilmember Cromley asked for clarification on exemptions for EBURD and the Central Business District events and how many exemptions were allowed. Mr. Brooks stated there were a lot of events in those areas and they would qualify for more exemptions. He added that Council could change the amendments however they desired.

Councilmember Ronning asked if the noise ordinance study would apply to areas that did fireworks. Mr. Brooks stated Dr. Autenrieth would review the issue and reminded Council that fireworks were illegal within the City limits.

The public hearing was opened.

There were no speakers, and the public hearing was closed.

Councilmember Friedel moved for approval of Item 8, seconded by Councilmember Brewster. On a voice vote, the motion was unanimously approved.

**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. Please sign the roster located on the cart at the back of Council chambers or at the podium.)

The public hearing was opened.

There were no speakers, and the public comment period was closed.

**COUNCIL INITIATIVES:**

- Councilmember Yakawich moved to add to the next agenda, a resolution to use \$15,000 of FY18 Council contingency funds to host the USS Billings Commissioning Project, seconded by Councilmember Brewster. Councilmember Joy requested an itemized report showing how the funds would be used. Mayor Cole stated there would also be a need for fundraising from the community and requested any parties interested in donating to contact a Councilmember. On a voice vote, the motion was unanimously approved.

There was no further business, and the meeting adjourned at 10:51 p.m.



CITY OF BILLINGS

BY: William A. Cole  
William A. Cole, Mayor

ATTEST:

BY: Denise R. Bohlman  
Denise R. Bohlman, City Clerk

## Exhibit D

### King & King, LLC TIF Application Site Photos Before









## King & King, LLC TIF Application Site Photos After





# PROPOSED PD1 AND CASH-IN-LIEU FUNDED PROJECTS

FY2020 Projects	FY2020 Costs	FY2021 Projects	FY2021 Costs	FY2022 Projects	FY2022 Costs	FY2023 Projects	FY2023 Costs	FY2024 Projects	FY2024 Costs
Various Road & Parking Repairs	\$284,796	Terry Park Sprayground	\$1,300,000	South Park Bathhouse Renovation Study	\$74,000	North Park Sprayground Replacement	\$1,300,000	Grandview Irrigation Automation	\$300,000
North Park Irrigation Automation	\$714,000	*Satellite Maintenance Facility – Heights	\$484,000	Rose & South Parks Pool Liners	\$212,000			Highland Irrigation Replacement with Wells	\$300,000
Repurpose Tennis Courts to Pickleball at Lillis Park	\$50,000	Castle Rock Park Playground	\$300,000	Satellite Maintenance Facility – West End	\$452,000			Highlands Playground Replacement	\$250,000
Castle Rock Park Master Plan	\$75,000 (Cash-in lieu Funds)			North Park Playground Replacement	\$318,000			Rose Pool Spray Feature Replacement	\$100,000
Pave Parking Lot at Centennial Park	\$176,204			Various Road & Parking Lot Repairs	\$244,000			Terry Park Playground Replacement	\$250,000
*Complete Satellite Maintenance Study (FY19)								Various Road and Parking lots Repair	\$100,000
Total	\$1,300,000		\$2,084,000		\$1,300,000		\$1,300,000		\$1,300,000

**CENTENNIAL PARK  
Billings, Montana**

				Architect's Estimate		FirstMark Construction		Knife River	
Receipt of Addenda No. 1						YES		YES	
Bid Bond						YES		YES	
Qualifications- Instruction to Bidders 3.1A						YES		NO	
<b>BASE BID</b>									
ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1	LS	MOBILIZATION/DEMOBILIZATION	\$128,941.00	\$128,941.00	\$48,000.00	\$48,000.00	\$150,000.00	\$150,000.00
2	1	LS	TAXES, BONDS, INSURANCE			\$45,000.00	\$45,000.00	\$75,000.00	\$75,000.00
3	1	LS	TRAFFIC CONTROL			\$15,335.00	\$15,335.00	\$15,000.00	\$15,000.00
4	1	LS	STORM WATER POLLUTION PREVENTION PLAN			\$9,000.00	\$9,000.00	\$40,000.00	\$40,000.00
<b>DEMO</b>									
5	59	SY	REMOVE SIDEWALK	\$133,688.00	\$133,688.00	\$10.00	\$590.00	\$30.00	\$1,770.00
6	3	EA	REMOVE DRIVEWAY			\$500.00	\$1,500.00	\$2,500.00	\$7,500.00
7	1	LS	REMOVE AND SALVAGE GRAVEL FROM PARKING LOT			\$19,000.00	\$19,000.00	\$24,000.00	\$24,000.00
8	1	LS	REMOVE SEPTIC/DRAINFIELD			\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00
9	1	LS	MISC. SITE DEMO			\$4,200.00	\$4,200.00	\$1,000.00	\$1,000.00
10	1	LS	SITE CLEARING			\$69,450.00	\$69,450.00	\$95,000.00	\$95,000.00
<b>SITE WORK</b>									
11	1	LS	SITE GRADING	\$130,000.00	\$130,000.00	\$260,000.00	\$260,000.00	\$140,000.00	\$140,000.00
12	1	LS	TOPSOIL MIXING AND PLACEMENT FROM STOCKPILE	\$203,540.00	\$203,540.00	\$247,000.00	\$247,000.00	\$275,000.00	\$275,000.00
13	75	SY	REPLACE CONCRETE SIDEWALK	\$135.00	\$10,125.00	\$60.00	\$4,500.00	\$75.00	\$5,625.00
14	2,220	SY	CONCRETE SIDEWALK	\$63.00	\$139,860.00	\$59.00	\$130,980.00	\$50.00	\$111,000.00
15	610	LF	CONCRETE CURB AND GUTTER	\$20.00	\$12,200.00	\$19.00	\$11,590.00	\$15.00	\$9,150.00
16	2	EA	DRIVEWAY APPROACH	\$10,000.00	\$20,000.00	\$5,800.00	\$11,600.00	\$4,000.00	\$8,000.00
17	20	SF	CAST IRON TRUNCATED DOMES	\$25.00	\$500.00	\$20.00	\$400.00	\$30.00	\$600.00
18	1	EA	SWING GATE	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$2,650.00	\$2,650.00
19	97	TON	3" THICKNESS ASPHALT CONCRETE PAVEMENT, TYPE B MODIFIED, PG 64-22	\$85.00	\$8,245.00	\$119.00	\$11,543.00	\$125.00	\$12,125.00
20	48	CY	CRUSHED BASE COURSE	\$45.00	\$2,160.00	\$66.00	\$3,168.00	\$30.00	\$1,440.00
21	127	CY	3" MINUS PITRUN	\$35.00	\$4,445.00	\$45.00	\$5,715.00	\$30.00	\$3,810.00
22	572	SY	6-oz SEPARATION FABRIC	\$2.00	\$1,144.00	\$2.00	\$1,144.00	\$3.50	\$2,002.00
23	1	LS	PLACE SALVAGED GRAVEL (8" MIN DEPTH)	\$8,920.00	\$8,920.00	\$16,400.00	\$16,400.00	\$13,500.00	\$13,500.00
24	4	EA	SIGNS	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$290.00	\$1,160.00
25	4	EA	REMOVABLE BOLLARD	\$1,200.00	\$4,800.00	\$1,000.00	\$4,000.00	\$925.00	\$3,700.00
<b>STORM IMPROVEMENTS</b>									
26	1	LS	DETENTION BASINS	\$20,000.00	\$20,000.00	\$13,350.00	\$13,350.00	\$15,000.00	\$15,000.00
27	1	LS	RETROFIT EXISTING STRUCTURE	\$1,500.00	\$1,500.00	\$6,830.00	\$6,830.00	\$2,150.00	\$2,150.00
28	1	EA	FLOW CONTROL STRUCTURE	\$8,500.00	\$8,500.00	\$1,990.00	\$1,990.00	\$6,350.00	\$6,350.00
29	1	LS	PARKING LOT 1 BOULDER BASIN	\$57,000.00	\$57,000.00	\$34,000.00	\$34,000.00	\$40,850.00	\$40,850.00
30	2	EA	DRY WELL STRUCTURE (SD-1, SD-3)	\$4,500.00	\$9,000.00	\$3,355.00	\$6,710.00	\$6,000.00	\$12,000.00
31	1	EA	STORM DRAIN INLET (SD-2)	\$3,500.00	\$3,500.00	\$1,545.00	\$1,545.00	\$2,200.00	\$2,200.00
32	116	LF	12" DIA. PERFORATED PVC STORM PIPE	\$40.00	\$4,640.00	\$35.00	\$4,060.00	\$18.50	\$2,146.00
33	243	LF	12" DIA. PVC STORM PIPE	\$35.00	\$8,505.00	\$32.00	\$7,776.00	\$43.00	\$10,449.00
34	43	LF	12" DIA. CMP CULVERT	\$30.00	\$1,290.00	\$62.00	\$2,666.00	\$63.00	\$2,709.00
<b>SEWER IMPROVEMENTS</b>									
35	1	EA	CONNECT TO EXISTING SEWER MANHOLE	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$7,750.00	\$7,750.00
36	545	LF	6" PVC SEWER MAIN, SDR 35	\$55.00	\$29,975.00	\$42.00	\$22,890.00	\$40.00	\$21,800.00
37	126	LF	4" PVC SEWER SERVICE, SDR 35	\$40.00	\$5,040.00	\$35.00	\$4,410.00	\$26.00	\$3,276.00
38	2	EA	48" DIA. SANITARY SEWER MANHOLE	\$4,500.00	\$9,000.00	\$2,800.00	\$5,600.00	\$3,500.00	\$7,000.00
<b>WATER IMPROVEMENTS</b>									
39	598	LF	2" DIA. PE WATER SERVICE LINE	\$50.00	\$29,900.00	\$38.00	\$22,724.00	\$32.00	\$19,136.00
40	106	LF	1/2" DIA. PE WATER SERVICE STUB	\$30.00	\$3,180.00	\$29.00	\$3,074.00	\$28.50	\$3,021.00
41	2	EA	FIRE HYDRANT ASSEMBLIES	\$10,000.00	\$20,000.00	\$19,450.00	\$38,900.00	\$19,500.00	\$39,000.00
<b>ELECTRICAL IMPROVEMENTS</b>									
42	1	LS	ELECTRICAL	\$20,734.00	\$20,734.00	\$9,500.00	\$9,500.00	\$8,500.00	\$8,500.00
<b>LANDSCAPE AND IRRIGATION</b>									
43	707,920	SF	DRILL SEEDED TURF	\$0.39	\$276,088.80	\$0.35	\$247,772.00	\$0.30	\$212,376.00
44	1,411	SF	PLANTER BED PREPARATION	\$0.28	\$395.08	\$2.00	\$2,822.00	\$1.05	\$1,481.55
45	1	LS	IRRIGATION POINT OF CONNECTION	\$22,400.00	\$22,400.00	\$12,470.00	\$12,470.00	\$29,000.00	\$29,000.00
46	1	LS	IRRIGATION SYSTEM	\$553,324.00	\$553,324.00	\$415,000.00	\$415,000.00	\$368,000.00	\$368,000.00
<b>SITE FURNISHINGS</b>									
47	12	EA	BIKE RACKS	\$396.00	\$4,752.00	\$365.00	\$4,380.00	\$900.00	\$10,800.00
				<b>TOTAL</b>	<b>\$1,914,291.88</b>		<b>\$1,800,284.00</b>		<b>\$1,831,526.55</b>

**CENTENNIAL PARK  
Billings, Montana**

Architect's Estimate	FirstMark Construction	Knife River
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**ALTERNATES**

**ALTERNATE BID 1: RESTROOM INSTALLATION**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A1.1	1	LS	BUILDING FOUNDATION PREP	\$20,000.00	\$20,000.00	\$11,735.00	\$11,735.00	\$10,000.00	\$10,000.00
A1.2	53	SY	CONCRETE SIDEWALK	\$63.00	\$3,339.00	\$70.00	\$3,710.00	\$62.00	\$3,286.00
A1.3	1	EA	WATER SERVICE CONNECTION	\$5,000.00	\$5,000.00	\$4,335.00	\$4,335.00	\$8,250.00	\$8,250.00
A1.4	1	EA	SEWER SERVICE CONNECTION	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,050.00	\$1,050.00
A1.5	1	LS	RESTROOM INSTALLATION COORDINATION	\$2,833.65	\$2,833.65	\$500.00	\$500.00	\$2,500.00	\$2,500.00
<b>TOTAL</b>					\$36,172.65	<b>TOTAL</b>	\$22,280.00	<b>TOTAL</b>	\$25,086.00

**ALTERNATE BID 2: ELECTRICAL AT RESTROOM**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A2	1	LS	ELECTRICAL SERVICE AT RESTROOM	\$36,367.97	\$36,367.97	\$10,405.00	\$10,405.00	\$9,500.00	\$9,500.00
<b>TOTAL</b>					\$36,367.97	<b>TOTAL</b>	\$10,405.00	<b>TOTAL</b>	\$9,500.00

**ALTERNATE BID 3A: IRRIGATION WELLS**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A3A.1	2	EA	INSTALL IRRIGATION WELL	\$14,400.00	\$28,800.00	\$9,000.00	\$18,000.00	\$15,000.00	\$30,000.00
A3A.2	1	LS	AQUIFER TEST	\$6,000.00	\$6,000.00	\$9,000.00	\$9,000.00	\$12,500.00	\$12,500.00
<b>TOTAL</b>					\$34,800.00	<b>TOTAL</b>	\$27,000.00	<b>TOTAL</b>	\$42,500.00

**ALTERNATE BID 3B: IRRIGATION ELECTRICAL, PUMPS, AND CONTROLS**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A3B.1	1	LS	ELECTRICAL FOR CONTROLS AND PUMPS	\$57,596.00	\$57,596.00	\$20,850.00	\$20,850.00	\$18,500.00	\$18,500.00
A3B.2	1	LS	IRRIGATION PUMPS, AND CONTROLS	\$159,477.00	\$159,477.00	\$161,155.00	\$161,155.00	\$142,500.00	\$142,500.00
<b>TOTAL</b>					\$217,073.00	<b>TOTAL</b>	\$182,005.00	<b>TOTAL</b>	\$161,000.00

**ALTERNATE BID 4: PARKING LOT 1 (EAST LOT)**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A4.1	1	LS	DEDUCT PLACE SALVAGED GRAVEL	-\$9,489.17	-\$9,489.17	-\$9,000.00	-\$9,000.00	-\$12,500.00	-\$12,500.00
A4.2	1	LS	HAUL OFF SALVAGED GRAVEL	\$11,387.00	\$11,387.00	\$29,370.00	\$29,370.00	\$16,000.00	\$16,000.00
A4.3	839	LF	CONCRETE CURB AND GUTTER	\$21.28	\$17,850.70	\$24.00	\$20,136.00	\$20.00	\$16,780.00
A4.4	544	TON	3" THICKNESS ASPHALT CONCRETE PAVEMENT, TYPE B MODIFIED, PG 64-22	\$90.42	\$49,190.49	\$87.00	\$47,328.00	\$90.00	\$48,960.00
A4.5	269	CY	CRUSHED BASE COURSE	\$47.87	\$12,877.40	\$67.00	\$18,023.00	\$40.00	\$10,760.00
A4.6	717	CY	3" MINUS PITRUN	\$37.23	\$26,696.26	\$46.00	\$32,982.00	\$40.00	\$28,680.00
A4.7	3,224	SY	6-oz SEPARATION FABRIC	\$2.13	\$6,859.43	\$2.00	\$6,448.00	\$3.00	\$9,672.00
A4.8	193	LF	4" PERFORATED DRAIN PIPE	\$31.91	\$6,159.45	\$7.00	\$1,351.00	\$22.00	\$4,246.00
A4.9	1	LS	BIO-RETENTION SOIL MEDIA	\$15,957.12	\$15,957.12	\$12,940.00	\$12,940.00	\$14,500.00	\$14,500.00
A4.10	1	EA	STORM DRAIN INLET (SD-4)	\$3,723.33	\$3,723.33	\$1,270.00	\$1,270.00	\$2,000.00	\$2,000.00
A4.11	1	EA	SIGNS	\$531.90	\$531.90	\$300.00	\$300.00	\$290.00	\$290.00
A4.12	1	LS	PARKING LOT STRIPING	\$3,191.42	\$3,191.42	\$5,400.00	\$5,400.00	\$2,000.00	\$2,000.00
A4.13	2,498	SF	PLANTER BED PREPARATION	\$0.55	\$1,381.84	\$2.00	\$4,996.00	\$1.05	\$2,622.90
A4.14	1	LS	PARKING LOT IRRIGATION	\$531.90	\$531.90	\$4,660.00	\$4,660.00	\$4,200.00	\$4,200.00
<b>TOTAL</b>					\$146,849.09	<b>TOTAL</b>	\$176,204.00	<b>TOTAL</b>	\$148,210.90

**ALTERNATE BID 5: PARKING LOT 2 (CENTER LOT)**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A5.1	245	SY	CONCRETE SIDEWALK	\$67.19	\$16,461.88	\$63.00	\$15,435.00	\$48.00	\$11,760.00
A5.2	623	LF	CONCRETE CURB AND GUTTER	\$21.33	\$13,288.95	\$19.00	\$11,837.00	\$20.00	\$12,460.00
A5.3	235	TON	3" THICKNESS ASPHALT CONCRETE PAVEMENT, TYPE B MODIFIED, PG 64-22	\$90.65	\$21,303.92	\$118.00	\$27,730.00	\$100.00	\$23,500.00
A5.4	117	CY	CRUSHED BASE COURSE	\$47.99	\$5,615.28	\$67.00	\$7,839.00	\$55.00	\$6,435.00
A5.5	310	CY	3" MINUS PITRUN	\$37.33	\$11,571.84	\$45.00	\$13,950.00	\$55.00	\$17,050.00
A5.6	1,393	SY	6-oz SEPARATION FABRIC	\$2.13	\$2,971.35	\$2.00	\$2,786.00	\$3.00	\$4,179.00
A5.7	10	SF	CAST IRON TRUNCATED DOMES	\$26.66	\$266.63	\$20.00	\$200.00	\$30.00	\$300.00
A5.8	1	LS	BOULDER BASIN	\$14,131.51	\$14,131.51	\$6,175.00	\$6,175.00	\$10,500.00	\$10,500.00
A5.9	61	LF	12" DIA. PERFORATED PVC STORM PIPE	\$42.66	\$2,602.33	\$35.00	\$2,135.00	\$18.50	\$1,128.50
A5.10	36	LF	12" DIA. PVC STORM PIPE	\$37.33	\$1,343.83	\$32.00	\$1,152.00	\$42.00	\$1,512.00
A5.11	2	EA	CURB INLETS (CB-1, CB-2)	\$3,466.22	\$6,932.44	\$3,125.00	\$6,250.00	\$4,350.00	\$8,700.00
A5.12	1	EA	SIGNS	\$533.26	\$533.26	\$300.00	\$300.00	\$290.00	\$290.00
A5.13	1	LS	PARKING LOT STRIPING	\$2,666.32	\$2,666.32	\$2,140.00	\$2,140.00	\$4,900.00	\$4,900.00
A5.14	3,428	SF	PLANTER BED PREPARATION	\$0.55	\$1,885.40	\$2.00	\$6,856.00	\$1.05	\$3,599.40
A5.15	1	LS	PARKING LOT IRRIGATION	\$533.26	\$533.26	\$2,620.00	\$2,620.00	\$2,350.00	\$2,350.00

**CENTENNIAL PARK  
Billings, Montana**

				<b>Architect's Estimate</b>		<b>FirstMark Construction</b>		<b>Knife River</b>	
A5.16	1	LS	ELECTRICAL SERVICE LINE ADJUSTMENT	\$1,300.00	\$1,300.00	\$4,065.00	\$4,065.00	\$3,600.00	\$3,600.00
A5.17	1	LS	DEDUCT - DRILL SEEDED TURF	-\$1,336.00	-\$1,336.00	-\$3,000.00	-\$3,000.00	-\$2,500.00	-\$2,500.00
A5.18	1	LS	DEDUCT - LAWN IRRIGATION	-\$1,068.00	-\$1,068.00	-\$4,375.00	-\$4,375.00	-\$3,600.00	-\$3,600.00
<b>TOTAL</b>					\$101,004.21	<b>TOTAL</b>	\$104,095.00	<b>TOTAL</b>	\$106,163.90

**ALTERNATE BID 6: CONCRETE WALKWAY**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A6	986	SY	CONCRETE SIDEWALK	\$67.84	\$66,890.24	\$67.00	\$66,062.00	\$60.00	\$59,160.00
<b>TOTAL</b>					\$66,890.24	<b>TOTAL</b>	\$66,062.00	<b>TOTAL</b>	\$59,160.00

**ALTERNATE BID 7: TRIPLEX IRRIGATION**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A7	1	LS	TRIPLEX IRRIGATION	\$200,184.00	\$200,184.00	\$145,000.00	\$145,000.00	\$128,500.00	\$128,500.00
<b>TOTAL</b>					\$200,184.00	<b>TOTAL</b>	\$145,000.00	<b>TOTAL</b>	\$128,500.00

**ALTERNATE BID 8: CONCRETE WALKWAY NORTH OF TRIPLEX**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A8	738	SY	CONCRETE SIDEWALK	\$78.00	\$57,564.00	\$63.00	\$46,494.00	\$62.00	\$45,756.00
<b>TOTAL</b>					\$57,564.00	<b>TOTAL</b>	\$46,494.00	<b>TOTAL</b>	\$45,756.00

**ALTERNATE BID 9: MONUMENT SIGN**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A9	1	LS	MONUMENT SIGN	\$24,500.00	\$24,500.00	\$22,000.00	\$22,000.00	\$28,000.00	\$28,000.00
<b>TOTAL</b>					\$24,500.00	<b>TOTAL</b>	\$22,000.00	<b>TOTAL</b>	\$28,000.00

**ALTERNATE BID 10: BASKETBALL/PICKLEBALL COURTS**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A10.1	90	CY	CONCRETE PAVEMENT	\$765.60	\$68,904.00	\$430.00	\$38,700.00	\$425.00	\$38,250.00
A10.2	1	LS	BASKETBALL/PICKLEBALL COURT SURFACING	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00	\$23,000.00	\$23,000.00
A10.3	2	EA	BASKETBALL STANDARDS	\$3,281.00	\$6,562.00	\$3,385.00	\$6,770.00	\$3,000.00	\$6,000.00
A10.4	1	LS	DEDUCT - DRILL SEEDED TURF	-\$2,226.00	-\$2,226.00	-\$960.00	-\$960.00	-\$800.00	-\$800.00
A10.5	1	LS	DEDUCT - LAWN IRRIGATION	-\$3,500.00	-\$3,500.00	-\$2,610.00	-\$2,610.00	-\$2,200.00	-\$2,200.00
<b>TOTAL</b>					\$84,740.00	<b>TOTAL</b>	\$69,900.00	<b>TOTAL</b>	\$64,250.00

**ALTERNATE BID 11: DOG PARK FENCING**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A11.1	2713	LF	DOG PARK FENCING	\$30.39	\$82,448.07	\$21.00	\$56,973.00	\$20.00	\$54,260.00
A11.2	52	SF	WEED BARRIER, MULCH AND EDGING	\$25.00	\$1,300.00	\$7.00	\$364.00	\$6.50	\$338.00
<b>TOTAL</b>					\$83,748.07	<b>TOTAL</b>	\$57,337.00	<b>TOTAL</b>	\$54,598.00

**ALTERNATE BID 12: PARKING LOT 3 (WEST LOT)**

ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A12.1	1	EA	DRIVEWAY APPROACH	\$10,694.88	\$10,694.88	\$4,300.00	\$4,300.00	\$3,500.00	\$3,500.00
A12.2	252	SY	CONCRETE SIDEWALK	\$67.38	\$16,979.20	\$65.00	\$16,380.00	\$45.00	\$11,340.00
A12.3	539	SY	CONCRETE CURB AND GUTTER	\$21.39	\$11,529.08	\$21.00	\$11,319.00	\$20.00	\$10,780.00
A12.4	192	TON	3" THICKNESS ASPHALT CONCRETE PAVEMENT, TYPE B MODIFIED, PG 64-22	\$90.91	\$17,454.05	\$103.00	\$19,776.00	\$100.00	\$19,200.00
A12.5	95	CY	CRUSHED BASE COURSE	\$48.13	\$4,572.06	\$57.00	\$5,415.00	\$55.00	\$5,225.00
A12.6	253	CY	3" MINUS PITRUN	\$37.43	\$9,470.32	\$42.00	\$10,626.00	\$55.00	\$13,915.00
A12.7	1,137	SY	6-oz SEPARATION FABRIC	\$2.14	\$2,432.02	\$2.00	\$2,274.00	\$3.00	\$3,411.00
A12.8	10	SF	CAST IRON TRUNCATED DOMES	\$26.74	\$267.37	\$20.00	\$200.00	\$30.00	\$300.00
A12.9	1	EA	CURB INLET (CB-3)	\$3,475.84	\$3,475.84	\$2,715.00	\$2,715.00	\$4,350.00	\$4,350.00
A12.10	2	EA	SIGNS	\$534.74	\$1,069.49	\$300.00	\$600.00	\$290.00	\$580.00
A12.11	1	LS	PARKING LOT STRIPING	\$2,673.72	\$2,673.72	\$3,300.00	\$3,300.00	\$3,000.00	\$3,000.00
A12.12	877	SF	PLANTER BED PREPARATION	\$0.56	\$491.12	\$2.00	\$1,754.00	\$1.05	\$920.85
A12.13	36	LF	EDGING	\$10.00	\$360.00	\$8.00	\$288.00	\$7.50	\$270.00
A12.14	1	LS	PARKING LOT IRRIGATION	\$500.00	\$500.00	\$800.00	\$800.00	\$700.00	\$700.00
A12.15	35	LF	DOG PARK FENCING	\$45.00	\$1,575.00	\$21.00	\$735.00	\$20.00	\$700.00
A12.16	1	LS	DEDUCT - DRILL SEEDED TURF	-\$342.00	-\$342.00	-\$1,675.00	-\$1,675.00	-\$1,400.00	-\$1,400.00
A12.17	1	LS	DEDUCT - LAWN IRRIGATION	-\$273.00	-\$273.00	-\$3,600.00	-\$3,600.00	-\$3,000.00	-\$3,000.00
<b>TOTAL</b>					\$82,929.14	<b>TOTAL</b>	\$75,207.00	<b>TOTAL</b>	\$73,791.85

**CENTENNIAL PARK**  
**Billings, Montana**

				Architect's Estimate		FirstMark Construction		Knife River	
ALTERNATE BID 13: DOG PARK WALKWAYS									
ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A13	1,605	SY	CONCRETE SIDEWALK	\$67.09	\$107,679.45	\$68.00	\$109,140.00	\$62.00	\$99,510.00
				TOTAL	\$107,679.45	TOTAL	\$109,140.00	TOTAL	\$99,510.00
ALTERNATE BID 14: DOG PARK DRINKING FOUNTAINS									
ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A14.1	2	LS	DOG PARK DRINKING FOUNTAINS	\$8,910.00	\$17,820.00	\$7,100.00	\$14,200.00	\$6,500.00	\$13,000.00
A14.2	2	EA	WATER SERVICE CONNECTION	\$557.00	\$1,114.00	\$4,335.00	\$8,670.00	\$2,100.00	\$4,200.00
				TOTAL	\$18,934.00	TOTAL	\$22,870.00	TOTAL	\$17,200.00
ALTERNATE BID 15: PLANTER AREAS AT DOG PARK									
ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A15.1	4,791	SF	PLANTER AREAS AT DOG PARK	\$2.54	\$12,169.14	\$2.00	\$9,582.00	\$1.50	\$7,186.50
A15.2	282	LS	EDGING	\$10.00	\$2,820.00	\$8.00	\$2,256.00	\$7.50	\$2,115.00
A15.3	1	LS	DEDUCT - DRILL SEEDED TURF	-\$1,868.00	-\$1,868.00	-\$120.00	-\$120.00	-\$50.00	-\$50.00
A15.4	1	LS	DEDUCT - LAWN IRRIGATION	-\$3,832.00	-\$3,832.00	-\$100.00	-\$100.00	-\$50.00	-\$50.00
				TOTAL	\$9,289.14	TOTAL	\$11,618.00	TOTAL	\$9,201.50
ALTERNATE BID 16: TREE STAKING- BASE BID									
ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A16	1	LS	TREE STAKING- BASE BID TREES	\$2,500.00	\$2,500.00	\$5,345.00	\$5,345.00	\$4,750.00	\$4,750.00
				TOTAL	\$2,500.00	TOTAL	\$5,345.00	TOTAL	\$4,750.00
ALTERNATE BID 17: TREE STAKING- ALTERNATES									
ITEM	ESTIMATED QTY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A17	1	LS	TREE STAKING- ALTERNATE BID TREES	\$1,500.00	\$1,500.00	\$950.00	\$950.00	\$850.00	\$850.00
				TOTAL	\$1,500.00	TOTAL	\$950.00	TOTAL	\$850.00