

From: [katie harrison](#)
To: [.MayorAndCouncil](#)
Subject: [EXTERNAL] ICE / Immigration enforcement
Date: Wednesday, December 10, 2025 11:33:08 PM



OPEN LETTER TO COUNCIL AND COUNTY

Re: ICE / Immigrations in Billings

From your constituents, and on behalf of the thousands of residents here who are living in absolute fear of what will or could happen if ICE comes to their door:

Immigrants and undocumented people are not (by any default) criminals. Not any more than you or I. Statistically, immigrants and undocumented individuals are *less* likely to commit crimes. These folks are simply trying to pursue a new, safer, and better life than the one they left behind. And so they are more likely to lay low, pay their taxes, and avoid any conflict!

Immigrants make our country and communities fuller, more diverse, and more resource-FULL. More minds, more hearts, and more bodies working together for a common goal - to live and to thrive together on this earth.

We are here to ask you to please consider the lives, struggles and humanity of these individuals. We are asking you to ***not*** partner with any agents who bring fear and any kind of illegal and unconstitutional profiling to our community.

You are our last line of defense and protection. Please do your part to ensure that we as a community remain safe from the vile assaults and practices of ICE and Immigration Enforcement.

Please remember that:

- *Immigration is a civil, not a criminal, matter. Therefore “undocumented individuals” are not criminals by simply not (yet) having the right papers.*
- *Our 4th amendment rights must be protected! Any officer or agent must have legitimate cause to stop anyone. And no one has the legal or constitutional right to enter one’s home without a signed judicial warrant.*
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Countless ICE agents have been found guilty of committing horrendous crimes on innocent people, including sexual assault and violent assaults on unarmed people. No person nor government agency has the legal or constitutional right to be judge, jury and executioner. That is what our country's founders established this nation to escape and prevent from ever happening here. ICE has been kidnapping and disappearing people, without any due process. And many of these individuals are still missing - their whereabouts are completely unknown! They are being sent to countries that they are not from and/or which they were trying to flee for the safety of their own lives. This is not right, this is not humane, this is not just.

- *Our county prosecutor Scott Twito assured us that he will prosecute anyone who commits a crime, this includes ICE agents & immigration officers themselves. Please stand with Scott and ensure the public that you will do the same!*

Thank you for doing what you can to protect our most vulnerable community members during this terrifying and volatile time.

Katie Harrison (She / Her)

**Residing on the traditional lands of the Salish, Kootenai, Kalispel, Apsáalooke (Crow), and Cheyenne peoples, among many others who share this land. I recognize that we are settlers to this land and dedicate myself to honoring this history and these peoples, listening and learning, and working to repair the harms of colonization by teaching a new generation of civic leaders and supporting the work of our Native partners.*

From: [Pam Ellis](#)
To: [Council](#)
Cc: [Kukulski, Chris](#); [Meling, Debi](#); [Duray, Jennifer](#); [Erwin Garcia-velasquez](#)
Subject: [EXTERNAL] Trails and Public Works Fee Increases
Date: Wednesday, December 10, 2025 10:52:36 AM



While I appreciate CM Rupsis' comment that the community is more than our children, I am delighted to see the focus on safety for our children. The comment was made last night that "one child hurt is too many." We know at least 3 who have been hurt--on Rimrock, Lake Elmo and I believe Broadwater. While TrailNet raises money to pay the salary of the Executive Director and seed money for trail projects, most of the dollars for trail construction is from grants along with matching funds from the city. Maintenance of the trails takes money away from other park projects. I am one of many voices who have expressed concern about the millions spent on trails which then require additional dollars for maintenance which fall on the local taxpayer, not TrailNet or the federal government. Safe routes to school is not the only community priority for our children. The hospitals are not recruiting physicians a few years from retirement. They are recruiting young families. When I served on the school board, I talked to parents who cried when they toured the schools and saw the physical condition of our schools. Dr. Garcia has led SD#2 creatively to maximize benefits to students while minimizing taxpayer expense. The community will need to support facility improvement at some point in the future.

I would like to remind the council that your vote last spring removing the Public Works share of state dollars led DIRECTLY to the need to increase public work fees. It was a backdoor way to increase public safety dollars without a vote of the taxpayers. The increase public works shared is a very large increase in the next 5 years. I know the needs are great in both public works and public safety. Please don't pretend public works is disregarding the impact on taxpayers; this is a council created problem.

Pam Ellis

From: [Cole, Bill](#)
To: [Kukulski, Chris](#); [Meling, Debi](#); [Dahl, Gina](#)
Cc: [Iffland, Kevin](#); [Council](#)
Subject: Item 3 -- Jellison Road Water Extension
Date: Wednesday, December 10, 2025 5:39:18 PM

Chris, Debi and Gina:

Here are some comments and questions concerning the contracts that are to be approved as Item 3a, 3b, 3c and 3d. Sorry for the length of this email.

General comments

1. It's important to keep in mind that the "Water Service Agreement" is with one entity that owns the real property — Meadowlark of Billings LLC — but the MOU for operation of the Consecutive Water System is with another entity — Meadowlark Capital LLC. That distinction matters for reasons mentioned below. For example, it is unclear to me which of the two entities has certain fundamental rights and duties, such as the right to receive water from the city and the duty to pay for that water.
2. Like the Heights Water District, this relationship between the city and mobile home park owners/operator/residents may continue for many decades, so the documents must "stand the test of time." Since Meadowlark of Billings LLC is an out-of-state investment firm, it is likely that the company will sell the real estate in the not-to-distant future, meaning that the contracts must also continue to "work" even when the property is sold, perhaps numerous times over many decades.
3. As with an annexation agreement, the city has great latitude on what it can require from the Meadowlark entities in this situation. As a legal matter, the city does not have to provide them with water. So, if there are things the city wants the mobile park owner to do now or in the future, now is the time to get those things down in writing. Giving the city the option to require annexation is the obvious such thing, but if there is anything else, the city needs to speak now or perhaps be forced to forever hold its peace. For example (and these are only examples), does the city want the mobile home park to participate in dedicating right-of-way or improving Jellison Road now or in the future? Should we get a release for specific claims that we think Meadowlark might conceivably have against the city? (E.g., do I recall correctly that a few years ago part of our hillside slid down onto their property?) Do we want them to waive other "typical claims" that are often asserted by properties located adjacent to landfills — trespass and nuisance arising from blowing garbage, smells, contamination of surface or underground water, noise, traffic, etc.?
4. Is there anything about the 2016 sewage agreement that the city would like to modify? If so, now is the time to insist on those changes.

Water Service Agreement

1. This agreement spells out the COB's duty to build the Water Main and administer the DEQ grant. Okay. I also assume this is the "base" agreement that establishes the city's duty to provide the property owner with water (see Sec. II.A.ii.d. "Provide water service to Meadowlark in accordance with this Agreement.") and for Meadowlark to pay for that water (see Sec. II.A.i.b. "Pay all fees to the City as referenced in this agreement and supplemental forms."). It's important that the property owner be on the hook for any unpaid water charges and other fees since the city's ultimate leverage is to assert a lien against the property and the property owner, and it can't do that if the owner is not the water customer.

2. The second contract, the "Consecutive Water System" agreement, is a separate contract between the city and a second company. The first contract, the "Water Service Agreement," does not explicitly incorporate the terms of the second agreement into the first agreement. They are independent agreements with different parties. Therefore it's important that each document can stand on its own and clearly define the rights and responsibilities of the particular Meadowlark entity that is a party to the agreement. Unless clearly spelled out, the city can't enforce the terms of an agreement against a company that is not a party to that agreement, even if both companies have "Meadowlark" in their name.
3. The COB got in trouble by signing an agreement with the Heights Water District that did not have either a termination date or a clear mechanism for terminating the agreement. Just like the HWD agreement, this Water Service Agreement does not include a termination date and does not spell out how the city can terminate it.
4. The agreement grants the city a license to enter onto the Meadowlark property to conduct inspections. Hopefully that inspection right is not very important to the city because it (a) can be revoked at any time without cause, (b) terminates automatically as soon as the meter vault is constructed, and (c) does not bind future property owners.
5. Although the COB must "Provide water service to Meadowlark in accordance with this Agreement," the details of how that is supposed to be done are not spelled out in very much detail. Many of those details are included in the "Consecutive Water System" agreement. However, the latter agreement is with a different legal entity that may be owned by, sold to, or operated by different people or entities, especially over time. The two agreements do not "automatically overlap." Any interaction between the two documents will be determined only by how the language of the two documents spells out that relationship. Right now they barely mention each other, if they do so at all.
6. Note that Sec. III.F. is blatantly contradictory. If Meadowlark of Billings LLC sells the property to "Meadowlark of Billings #2 LLC," the first sentence says "This Agreement is binding upon and inures to the benefit of the . . . successors, and assigns of the parties." Okay, fine. But then the next sentence goes on to say: "For the avoidance of doubt[!!!!], this Agreement does not run with the land is not binding upon Meadowlark's successors and/or assigns" What????

Waiver of Right to Protest Annexation

1. By this agreement the owner waives "all rights to protest, object to, and seek judicial review of the annexation of the Property . . . Whether such annexation is initiated by petition, resolution of intent, or any other method." That's good, but an agreement to "not object" to annexation is not the same as an agreement to "initiate" annexation if requested to do so by the city. Is there any scenario by which the city would need the property owner to petition or otherwise initiate annexation on request of the city? If so, the city should get that promise in writing. Or does the city have a clear statutory right to initiate annexation on its own if it wants to do so?
2. This document is intended to bind later purchasers of the property, which is critical, but in order for that to happen it is essential that the document be immediately recorded with the clerk and recorder.

MOU for Consecutive Water System

1. The first sentence and recital #5 represent that Meadowlark Capital LLC will be the owner of the water distribution system. Okay, I suppose that's theoretically possible, but usually the property owner would own the pipes and whatever else makes up the water distribution system. Am I understanding this correctly? Is there a document

signed by Meadowlark of Billings LLC and Meadowlark Capital LLC that defines the relative ownership rights between the two parties? If so, what does it say and are these representations accurate?

2. Who is the city's customer in this relationship? The first agreement says water is being provided to Meadowlark of Billings LLC, but Sec. 2(c) and other parts of this Consecutive Water System agreement say the city will provide water "to the SYSTEM," i.e., to Meadowlark Capital LLC. Which is it?
3. Sec. 2(c) also says the city will prepare one monthly bill for the total metered volume of water supplied. Okay, but why does the preceding sentence then say the city will "Collect all fees and charged due from consumers receiving services"? To me, "customers" means the 220+ mobile home renters/owners.
4. In Sec. 3, I don't see anything that says Meadowlark Capital LLC has an obligation to actually pay for the water that the city will deliver to the system. I guess that's okay if Meadowlark Capital is not the customer, but if it is the customer then the customer should be required pay for the water, of course. But if the city is providing water to an entity that is not the property owner, what happens to the city's right to assert a lien?
5. In Sec. 2(e), the city seems to be given an implied right to inspect the water system, and Sec. 3(g) gives the city an express right to access the system. But how can the city do any of that if it does not have a right to go onto the property granted by the property owner? Remember that the license granted by the owner under the first agreement may be revoked at any time and expires as soon as the meter vault is constructed.
6. Sec. 4 should give the city the right to refuse to deliver water if the SYSTEM (and/or Meadowlark of Billings LLC) is in breach of this (or either) agreement. That may be assumed, but there's no reason it should not be stated explicitly.
7. Sec. 8 says Meadowlark Capital LLC may not sell water to another person or entity. Okay, good. But if Meadowlark of Billings LLC is the customer, why should it not be bound by the same requirement? Why isn't there an exception here for the 220 mobile home owners? Isn't water being sold by one or the other of the Meadowlark entities to each of the mobile home owners/tenants? Should there be an express limitation on the purpose and perhaps the approximate amount of water that can be used on this site? Even if no water is sold to an off-site third party, what if Meadowlark wants to expand the 220 units to 400 units? Build a big resort on the property? A golf course? A multi-story residential facility or hotel? A data center? Are there any limits?
8. There is no expiration date on the agreement. Sec. 13 says "both parties agree to review this MOU in no less than 20 years, at which time conditions of this MOU may be re-established." I'm not sure what that means, but a promise to "review" does not seem to give the city a right to terminate the agreement if it wants to do so.

Grant Agreement with MDEQ

1. The staff reports say that "Funds expended by the City, including staff time, will be reimbursed by the MTDEQ Emerging Contaminant Grant." The \$2,364,253 grant is paid out in three tranches — \$287K for design and construction administration (to Performance Engineering), \$1,872,153 for construction, and \$145,000 for SDF to the city. Which of those tranches includes money for staff time?
2. What if unexpected conditions are discovered and the actual cost of completing the project is more than the \$2,364,253 grant? Does the city eat the extra cost?

Agreement with Performance Engineering

1. The staff report says "The City is simply acting as the grant recipient in order to complete the project, as required by DEQ funding requirements." It might be a quibble,

but I don't think that's quite correct since the city is not just a passive pass-through entity. It is 100% responsible for completing the water main project as described in the DEQ agreement and is guaranteeing for the DEQ that the work will be done correctly. That's probably no big deal since the city and its contractors do these kinds of projects all the time, but IMHO in this case the city is doing more than just "acting as the grant recipient."

Again, sorry for the length of this email.

Bill

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