

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

**“THE MAGIC CITY – A VIBRANT, WELCOMING PLACE WHERE
PEOPLE FLOURISH AND BUSINESS THRIVES.”**

AGENDA

COUNCIL CHAMBERS

July 8, 2013

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Bird

ROLL CALL: Councilmembers present on roll call were:

MINUTES: June 24, 2013

COURTESIES: NWE Rebates for Energy-Efficient Lighting Projects

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 ONLY. Speaker sign-in required. (Comments offered here are limited to one (1) minute. Please sign in at the cart located at the back of the council chambers or at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda.)

1. **CONSENT AGENDA** -- Separations:
 - A. **Approval of Proposals** for new Billings Public Library Shelving. Part A: Library Shelving - Arizona Furnishings, \$387,749.95; and Part B: Compact Shelving - Intelligent Office Products, \$34,375.
 - B. **New World Public Safety Software**
 1. **Approval** of Addendum to Master Contract with New World Public Safety Software for upgrade - \$741,000 (City of Billings -\$599,904; Yellowstone County-\$141,096); and 10-year maintenance contract - \$224,929 annually years 1 - 5 (City of Billings-\$184,412; Yellowstone County-\$40,517) and annually years 6 - 10 (City of Billings-\$200,276; Yellowstone County-\$44,438).

2. **Memorandum of Understanding (MOU)** between the City of Billings and Yellowstone County for New World Public Safety Software upgrade, travel-related expenses, and ongoing 10-year annual maintenance.
- C. **Approval** of settlement proposal with MMIA in the amount of \$500,000 for 2006 City of Billings Police Department lawsuit insurance coverage dispute.
- D. **Right-of-Way Easements** with Northwestern Energy for installation of two new electrical power feeds required for new Runway Weather Information System (RWIS) at Billings Logan International Airport.
- E. **Grant Application Request** to submit 2013 Internet Crimes Against Children (ICAC) operational continuation application for \$256,253 and accept award.
- F. **Resolution** allocating up to \$30,000 of Council Contingency Funds for a Centennial Park Master Plan Amendment.
- G. **Resolution** authorizing the issuance and calling for a negotiated sale of up to \$250,000 Pooled Special Improvement District 1394 and Special Improvement District 1395 bonds.
- H. **Resolution** authorizing the issuance and calling for a negotiated sale of up to \$305,000 Pooled Special Sidewalk, Curb, Gutter and Drive Approach Bonds (W.O. 10-27, Central Avenue and W.O. 12-02, Miscellaneous/Developer Related Improvements).
- I. **Second/Final Reading Ordinance for Zone Change #910:** a zone change from Residential Manufactured Home (RMH) to Highway Commercial (HC) on Lots 10 and 11, Block 5, Wanigan Subdivision, a 22,082 sq. ft. parcel of land, located at 1005 Main Street. Gerald Watson, owner; Darryl Wilson, River Crossing Real Estate, agent. Approval of the zone change and adoption of the determinations of the 10 criteria.
- J. **Second/Final Reading Ordinance for Zone Change #911:** a zone change from Neighborhood Commercial (NC) to Community Commercial (CC) on Lots 1 through 8, including Lots 6 & 7 as C/S 1716, Block 15, Central Heights Subdivision, 5th filing, located at 109 S. 24th Street West. Rimrock Mini-Mall, LLC, owner; Marshall Phil, Blueline Engineering, agent. Approval of the zone change and adoption of the determinations of the 10 criteria.
- K. **Second/Final Reading Ordinance for Zone Change #912:** a zone change from Residential 5,000 (R-50) and Public (P) to Residential Multi-Family-Restricted (RMF-R) and Public (P) on portions of Lots 1A and 2A, Block 1, Western Sky Subdivision, generally located west of the intersection of 44th Street West and south of King Avenue West. King Meadows, LLC and Pemberton LLC, owners; Marshall Phil, Blueline Engineering, agent. Approval of the zone change and adoption of the determinations of the 10 criteria.

- L. **Second/Final Reading Ordinance** revising Section 5.01 of the Billings Charter; providing for advisory boards, commissions, and committees of the City to have administrative authority if allowed by state or federal law or interlocal agreement, and submitting the proposed amendment to the electors of the City as provided by law.
- M. **Final Plat** of Montana Sapphire Subdivision, Amended Lot 4, Block 1.
- N. **Bills and Payroll:**
 - 1. June 10, 2013
 - 2. June 17, 2013

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND SITE DEVELOPMENT ORDINANCE VARIANCE #OP-13-03:** A variance from Section 6-1203(j) allowing reduction from the required 180 parking spaces to 161 parking spaces at 1911 King Avenue with the condition that remaining empty suites can be retail or a less intensive use unless more parking is provided. KRP, LLC, owner and petitioner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

PUBLIC COMMENT on Non-Agenda Items -- Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Comments here are limited to 3 minutes. Please sign in at the cart located at the back of the council chambers or at the podium.*)

COUNCIL INITIATIVES

ADJOURN

Additional information on any of these items is available in the City Clerk's Office.

Reasonable accommodations will be made to enable individuals with disabilities to attend this meeting. Please notify Cari Martin, City Clerk, at 657-8210.

Regular City Council Meeting

Meeting Date: 07/08/2013
TITLE: Library Shelving Procurement
PRESENTED BY: Bill Cochran
Department: Library

Information

PROBLEM/ISSUE STATEMENT

The new Library is scheduled to open in the late fall of 2013. New Library shelving and compact shelving suitable for the new state of the art building must be purchased. A Request for Proposals was advertised in The Billings Times May 9 and 16, 2013. The RFP was divided into two (2) parts, Part A - Library Shelving and Part B - Compact Shelving.

One proposal was received for Part A - Library Shelving, and two proposals were received for Part B - Compact Shelving. The proposals were evaluated on Wednesday, June 12, 2013 by a committee including Library and Purchasing staff as well as the interior designer in charge of the project. Arizona Furnishings' proposal for Part A was reviewed by the committee and found to be responsive and within budget. Intelligent Office Products was selected for Part B as the low proposal.

ALTERNATIVES ANALYZED

The Council may:

- Award Part A - Library Shelving contract to Arizona Furnishings and/or Part B - Compact Shelving to Intelligent Office Products; or
- Reject all proposals.

FINANCIAL IMPACT

The following proposals were received and evaluated.

Contractor	Total Proposal
Part A - Library Shelving	
Arizona Furnishings	\$387,749.95
Part B - Compact Shelving	
Intelligent Office Products	\$34,375.00
360 Office Solutions	\$39,651.00

Funding for the project is available through the Library bonds, supplemented by Library reserves.

RECOMMENDATION

Staff recommends that the City Council accept the proposals from Arizona Furnishings for \$387,749.95 and Intelligent Office Projects for \$34,375.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 07/08/2013

TITLE: New World Public Safety Software Upgrade & Maintenance Agreement

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City of Billings and Yellowstone County have successfully utilized the existing public safety software for the past 24 years. During the budget process and the Technology Replacement Plan presentation, Council was provided information about the necessity of upgrading the New World Software to their new MSP Windows based software platform. This upgrade will allow the full functionality of our existing mobile software and provide many of the desired upgrades in functionality in mission critical software systems such as Computer Aided Dispatch (CAD), Law Enforcement Records, Corrections, Mug Shots, Finger Printing Interface, Reporting, Analytical Tools, Fire Records, Full Court Interfaces, mapping, and more.

The City of Billings and Yellowstone County have worked with New World Systems over the past 8 months on developing the upgrade & a 10-year maintenance plan. The proposed Addendum is to an existing Master Contract that the City of Billings has with New World Systems. Yellowstone County has also approved a Memorandum of Understanding (MOU) outlining their financial support for the upgrade to the new software, the projected travel expenses, and the ongoing 10-year maintenance contract.

This project will require hardware upgrades in addition to the software upgrade, travel, and maintenance covered by the proposed Addendum. Information Technology (IT) collects reserve funds each year from the public safety agencies, including the Yellowstone County Sheriff's Department. These funds are collected for the sole purpose of funding hardware upgrades and ongoing hardware maintenance costs. Council approved the use of \$140,000 out of IT reserves in the FY2014 budget to fund the necessary hardware upgrades needed to support the new system.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Addendum to the Master Agreement the City of Billings has with New World Systems therefore allowing staff to move away from a 20+ year old system and implement a system designed to better meet the needs of the organization.
- Not approve the Addendum to the Master Agreement the City of Billings has with New World Systems. City & County staff would have to work together to identify ways to establish both short-term goals to improve the current system and a new long-term roadmap.

FINANCIAL IMPACT

The City of Billings and Yellowstone County have agreed through a Memorandum of Understanding (MOU) to share in the cost of the upgrade, the related travel costs, and the ongoing 10-year maintenance agreement. Details of the MOU are included in a separate agenda item.

The upgrade cost of \$741,000 would be shared with Yellowstone County as follows: City of Billings \$599,904 & Yellowstone County \$141,096. Council approved \$600,000 in FY2013 to fund this project out of the Council Contingency Funds. These funds were not spent in FY2013 and have been rolled into the approved FY2014 budget to fund this project.

The 10-year maintenance agreement represents savings to both the City of Billings and Yellowstone County by locking-in the amount of \$224,929 annually for years 1 - 5 (City \$184,412 & County \$40,517) and \$244,714 annually for years 6 - 10 (City \$200,276 & County \$44,438).

RECOMMENDATION

Staff recommends that Council approve the Addendum to the Master Contract for the upgrade of the New World Public Safety Software and the ongoing 10-year maintenance contract.

APPROVED BY CITY ADMINISTRATOR

Attachments

New World Agreement

New World Statement of Work



June 25, 2013

ADDITIONAL SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

For an Aegis 400 to Aegis MSP Upgrade and Additional Modules

Mr. David Watterson, CIO
City of Billings
P.O. Box 1554
210 North 27th (59101)
Billings, MT 59103

Dear Mr. Watterson:

New World Systems is pleased to license you additional software and provide implementation services for the upgrade of your AS/400 Licensed Standard Software to the New World Aegis MSP Licensed Standard Software.

The attached forms (Exhibits AA, A, B, C, F, G, H, Appendix 1, and Appendix 2) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement with the City of Billings, Montana are incorporated and continue to apply. Upon completion of the upgrade to Aegis MSP standard software, the definition of COMPUTER from the June 30, 1993 Agreement will be the MSP server(s) in use, and not the IBM AS/400. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

Please acknowledge the change and your understanding on the services by the appropriate signature below.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

CITY OF BILLINGS, MONTANA
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Tom Hanel, Mayor

By: _____
Authorized Signature Title

Date: _____

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING ASSUMES CONTRACT EXECUTION BY JULY 31, 2013.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	Included
1. Licensed Standard Software	
B. IMPLEMENTATION SERVICES	\$709,900
1. PROJECT MANAGEMENT as further described in Exhibit B	
2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
6. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	
C. THIRD PARTY PRODUCTS AND SERVICES	31,100
1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	

ONE TIME PROJECT COST: \$741,000

D. TRAVEL EXPENSES (Estimate) – billed as incurred	\$72,000
E. STANDARD SOFTWARE SUBSCRIPTION SERVICES	

Annual Subscription Cost (10-Year Plan, Billed annually and due on November 1st of each year)

Year 1	for period	11/01/13 – 10/31/14	\$223,929
Year 2	for period	11/01/14 – 10/31/15	\$223,929
Year 3	for period	11/01/15 – 10/31/16	\$223,929
Year 4	for period	11/01/16 – 10/31/17	\$223,929
Year 5	for period	11/01/17 – 10/31/18	\$223,929
Year 6	for period	11/01/18 – 10/31/19	\$244,714
Year 7	for period	11/01/19 – 10/31/20	\$244,714
Year 8	for period	11/01/20 – 10/31/21	\$244,714
Year 9	for period	11/01/21 – 10/31/22	\$244,714
Year 10	for period	11/01/22 – 10/31/23	\$244,714

PRICING ASSUMES CONTRACT EXECUTION BY JULY 31, 2013.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

LAW ENFORCEMENT RECORDS

- 4. Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records**
 - Accidents
 - Arrest
 - Business Registry
 - Case Processing
 - Computer Aided Investigations
 - Federal Reports (UCR/IBR)
 - GIS/Geo-File Verification
 - Impounded Vehicles
 - Incident Tracking
 - Jacket Processing
 - Personnel/Education
 - Property
 - Traffic Tickets and Citations
 - Wants and Warrants

- 5. Aegis/MSP Federal and State Compliance Reporting for LE Records**
 - Federal UCR/IBR⁸

- 6. Additional Aegis/MSP Software for Law Enforcement Records**
 - Activity Reporting and Scheduling
 - Career Criminal Registry (parolee, sex offender)
 - Case Management
 - Civil Paper Tracking and Receipting
 - Field Investigations
 - Index Cards

- 7. Aegis/MSP Third Party LE Records Interface Software⁵**
 - Aegis/MSP State/NCIC Interface⁷
Includes 12 - 15 screens

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

- 1 *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008 Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*
- 2 *New World Systems' MSP product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- 3 *New World Systems' MSP product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- 4 *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*
- 5 *Does not include any required 3rd party hardware or software unless specified in Appendix 1 of this agreement. Customer is responsible for any 3rd party support.*
- 6 *Requires Lantronix USC 1100 included in Section C of this proposal.*
- 7 *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*
- 8 *Federal UCR/IBR includes edits, reports and electronic submission.*
- 9 *Application may require a separate Server.*
- 10 *Camera must meet product specifications and be procured through New World.*
- 11 *Configuration and end user training to occur after Customer has been live for 3 months or longer on an application.*
- 12 *Discount only available in conjunction with upgrading Aegis AS/400 to Aegis MSP Windows.*
- 13 *Prices assume that all software is licensed.*
- 14 *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

3. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) 911 Interface
- b) On-Line CAD Interface to State/NCIC
- c) State/NCIC
- d) Livescan Interface
- e) New World Mug Shots/Imaging
- f) Web CAD Monitor
- g) GIS Implementation
- h) System Assurance

New World's GIS implementation services are to assist the **Customer** in preparing the New World required GIS data for use with the Licensed Aegis Software. Depending upon the Licensed Software the **Customer** at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). **Customer** is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary **New World** will assist **Customer** in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. **New World** is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Aegis Software.

4. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Aegis/MSP server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services (Standard Environment):
Hardware Systems Assurance and Software Installation:
 - Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of **New World** Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Message Switch Re-Configuration Support

New World shall provide message switch re-configuration support services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time.

- a) Configure message switch for MSP Environment; and
- b) Configure system variables (i.e., operating system, interfaces, etc.)

6. Additional Services Available

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Daily Rate).

EXHIBIT C
STANDARD SOFTWARE SUBSCRIPTION AGREEMENT (SSSA)

This Standard Software Subscription Agreement (SSSA) between **New World** and **Customer** sets forth the standard software subscription support services provided by **New World**.

1. Service Period and Early Termination

This SSSA shall remain in effect for a period of ten (10) years (the SSSA term) beginning on 11/01/13 (the start date) and ending on 10/31/23. As a part of this Agreement, **New World** has provided a substantial customer upgrade discount including favorable payment terms on Exhibits A, B, and C. In consideration for these discounts and favorable payment terms, **Customer** agrees to pay the full amount of annual SSSA payments due **New World** under Exhibit C. If **Customer** terminates its License Agreement with **New World** during the Service Period or fails to pay all the SSSA amounts as specified herein, **Customer** shall pay a one-time early termination fee of the remaining SSSA amounts. **Customer** shall also forfeit the license to use the Aegis MSP licensed product and shall return all copies of the licensed product to **New World**. No cancellation of Exhibit A software modules and related fees will be allowed during the service period.

2. Services Included

New World shall provide the following services during the SSMA term.

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.
- f) Emergency 24-hour per day telephone support, for *Aegis* CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* CAD phone support will be provided via pager and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
- g) Includes integration of the embedded software that is a component of the Exhibit A Licensed Standard Software.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Daily Rate.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Daily Rate.

Exhibit C / STANDARD SOFTWARE SUBSCRIPTION AGREEMENT

4. Billing

Subscription costs will be billed annually.

5. Additions of Software to Subscription Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Daily Rate.

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Subscription Costs for Licensed Standard Software Packages Covered for MSP Servers

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A and existing mobile software listed below.

Existing Mobile Software Modules at Billing Police Department, MT as of current SSMA	Number of Modules
a) Base Message Switch to State/NCIC	2
b) Additional <i>Aegis</i> Software for RS/6000 Message Switch	3
c) <i>Aegis</i> /MSP Mobile Integration Software	2
d) <i>Aegis</i> Mobile Management Server Software	3
e) <i>Aegis</i> Law Enforcement Mobile Unit Software	7
f) <i>Aegis</i> Fire Mobile Unit Software	2

Existing Mobile Software Modules Yellowstone Sheriff's Office, MT as of current SSMA	Number of Modules
a) Base Message Switch to State/NCIC	2
b) Additional <i>Aegis</i> Software for RS/6000 Message Switch	2
c) <i>Aegis</i> /MSP Mobile Integration Software	1
d) <i>Aegis</i> Mobile Management Server Software	3
e) <i>Aegis</i> Law Enforcement Mobile Unit Software	5

Exhibit C / STANDARD SOFTWARE SUBSCRIPTION AGREEMENT

Annual Subscription Cost (10-Year Plan, Billed annually and due on November 1st of each year)

Year 1	for period	11/01/13 – 10/31/14	\$223,929
Year 2	for period	11/01/14 – 10/31/15	\$223,929
Year 3	for period	11/01/15 – 10/31/16	\$223,929
Year 4	for period	11/01/16 – 10/31/17	\$223,929
Year 5	for period	11/01/17 – 10/31/18	\$223,929
Year 6	for period	11/01/18 – 10/31/19	\$244,714
Year 7	for period	11/01/19 – 10/31/20	\$244,714
Year 8	for period	11/01/20 – 10/31/21	\$244,714
Year 9	for period	11/01/21 – 10/31/22	\$244,714
Year 10	for period	11/01/22 – 10/31/23	\$244,714

8. Payment Default and Termination Proceedings

If the payments in Section 7 of this SSSA are late by more than 30 days from the due date, **Customer** is in default of this **Agreement** and **New World** may declare the termination fee of the remaining SSSA payments as collectible and **Customer** agrees to pay immediately upon written notice from **New World**. **Customer** also agrees that failure to pay shall immediately forfeit its license to use the Licensed Standard Software.

If **Customer** is in default for failure to pay, **Customer** agrees that any collection process or termination proceedings relating to **Customer's** non-payment shall be governed by the laws of the State of Michigan and conducted in the Courts of Oakland County, Michigan. This provision supersedes the Termination and Dispute Resolution sections from the Terms and Conditions of the original License and Services Agreement between **Customer** and **New World**.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. **Customer** may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. This conversion effort includes data coming from one unique database or source, not multiple sources.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by **Customer** prior to providing the data to **New World**.

New World Responsibilities

1. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
2. **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, **New World** will schedule on-site trips to **Customer** location in order to conduct the following:
 - a. Conversion Analysis
 - b. Assistance for Mapping and Testing
 - c. Conversion Go-Live Implementation and Support

Customer will be responsible for actual Travel Expenses for these trips.

4. **New World** will provide **Customer** up to four (4) test iterations of converted data. One test iteration consists of:
 - a. Running a conversion test in the **Customer's** test environment
 - b. **Customer** reviewing a conversion test and responding in writing to **New World** (see **Customer** responsibilities paragraph 3 below)
 - c. **New World** correcting or otherwise responding to issues to issues discovered and reported by **Customer**.
 - d. **New World** conducting internal testing to verify corrections
 - e. **New World** and **Customer** planning for the next test iteration and/or the live implementation.
5. **New World** will provide warranty coverage for any conversion-related issue reported by **Customer** to **New World** within 30 days after the conversion is run in the live database.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

The following files will be converted from the Aegis 400 System:

MASTER FILES

Master Names			
PSAADR	Addresses	PSINBR	Jacket ID Numbers
PSGADR	Global Addresses	PSJBUS	Jacket School / Business Information
PSAJCK	Jacket Master	PSPADR	Jacket Previous Address
PSALIS	Alias Master	PSPHON	Jacket Additional Contacts
PSASSC	Known Associates	PSSMTH	Jacket Scars / Marks / Tattoos / Handicaps
PSBUSN	Business Additional Characteristics	PLFSBJ	Field Investigation Subjects (if applicable)
PSCHAR	Jacket Additional Characteristics	FRSUBJ	Fire Records Investigation Subjects (if applicable)
PSCRIM	Jacket Criminal Characteristics	OPSUBJ	Orders Of Protection Subjects (if applicable)
PSFPRT	Person Fingerprints		
Master Property			
PLPROP	Property	PLOWNR	Owner Information
PSPITM	Property Item	PSJITM	Jacket Associated Items
Master Gun			
PSGUNS	Global Guns	PSJGUN	Jacket Associated Guns
Master Vehicles			
PSVHCL	Vehicles	PSJVHL	Jacket Associated Vehicles
Statutes			
PLCRIM	Crime Codes	PSSTAT	Statutes

Exhibit F / DATA FILE CONVERSION ASSISTANCE

COMPUTER AIDED DISPATCH

Calls For Service			
CDPLAT	CAD - Plate Information	PLQDSP	Cleared Dispositions
CDPLOG	CAD - Personnel History Log	PLQUIK	Incidents
CDULOG	CAD - Unit History Log	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSDOCI	Document Processing Document Index
PLINCD	Incidents	PSFDOC	Document Processing Free Form Documents
PLNADR	Incident Additional Name/Address	CEHIST	E911 History
CDHOUS	CAD - House Watch		
Run Cards			
GORCRD	GEO - Run Card Master	GOQUAD	GEO - Quad. Exceptions
GORCAM	GEO - Run Card Assignments		
Alarms			
CAAAC	Alarm Account History	CAINVH	Alarm Invoice History
CAAMST	Alarms Master	CASUBJ	Alarms Subject
CAEDIT	Alarm Transaction Edits	CATRAN	Alarm Transaction History

Incidents			
CDPLAT	Plate Information	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSREVV	Generic Review Date Master
PLINCD	Incidents	PLINDX	Index Cards
PLNADR	Incident Additional Name/Address		

Exhibit F / DATA FILE CONVERSION ASSISTANCE

LAW ENFORCEMENT RECORDS

Cases			
PLOWNR	Owner Information	PLEOKA	Officer Killed/Assaulted file
PLPDSP	Property Disposition	PLMISS	Missing Persons
PLPHST	Police Case Property History	PLOFNS	Case Offense
PLPLAB	Property Lab/Evidence	PLOSMO	Offender/Suspect MO
PLPLOC	Property Location	PLSHST	Case Status History
PLPROP	Property	PLSPVM	Suspect Vehicle
PLPTRN	Property Custody Transaction	PLSREL	Case Subject Related Offenses
PLASOC	Associated Cases	PLSVOR	Victim Offender Relationship
PLCASE	Police Cases	PLSVWM	Case Subjects
PLCSAS	Officer Case Assignments	PSREVU	Generic Review Date Master
PLSOLV	Case Solvability Factors		
Arrests			
BKSCHG	Bookings / Courts Supplemental Charges	PLACIN	Arrest Court records
PLAARM	Adult Arrests	PLJARM	Juvenile Arrests
PLABCF	Global Charges	PLSCHG	Case/Arrest Supplemental Charges
Tickets			
PLABCF	Global Charges	TKSCHG	Ticket Supplemental Charges
TKCORT	Ticket Charges	TKTCKT	Ticket
TKISSU	Issued Tickets	TKVOID	Tickets Voided
TKNYST	New York State Ticket Supplement		
Accidents			
PLACCC	State Accidents	SCTABE	Table Entries Master (Used for reference only)
PLACCM	State Accident Unit	PSVHCL	Vehicles
PLACCN	State Accident Unit Names	PSGADR	Addresses
PLACCT	State Accident Tickets	PLACCMNY	State Accident Unit - New York (if applicable)
PLACCV	State Accident Vehicles	PLACCVNY	State Accident Vehicles - New York (if applicable)

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Field Investigations			
PLFINV	Field Investigations	PLFIAC	Field Investigations Associated Cases
PLFSBJ	Field Investigations Subjects		
Gun Permits			
PLGUNP	Gun Permits		
Gun Registrations			
PLGUNR	Gun Registrations		
Bicycle Registrations			
BYMAST	Bicycle Registration		
Contact Cards			
PSROLO	Card File Master	PSROLC	Card File Contacts
Wants and Warrants			
PSWANT	Wants and Warrants Issued	PSWCHG	Wants and Warrants Charges
Personnel Training			
PLOEDC	Officer Education		
Officer Equipment			
PLOINV	Officer Equipment Issued		
Pawn Shops			
PLOWNR	Owner Information	PLPLOC	Property Location
PLPAWN	Pawn Transactions	PLPPRP	Pawn Shop Transaction
PLPDSP	Property Disposition	PLPROP	Property
PLPHST	Police Case Property History	PLPTRN	Property Custody Transaction
PLPLAB	Property Lab/Evidence		

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Civil Papers			
CVNOTE	Civil Papers	CVSUBJ	Civil Papers
CVPMST	Civil Papers	SCTABE	Table Entries Master (Used for reference only)
CVSINF	Civil Papers		
Orders Of Protection			
OPMAST	Orders Of Protection Master File	OPLOCT	Orders Of Protection Locations
OPSUBJ	Orders Of Protection Subjects	OPUSRD	Orders Of Protection User Defined
Impounded Vehicles			
PLTOWD	Impounded Vehicle Master		
Narratives			
PSDOCI	Document Processing Document Index	SCTABE	Table Entries Master (Used for reference only)
PSFDOC	Document Processing Free Form Documents	SCTABM	Table Master (Used for reference only)
NCINTD	Narcotics Intelligence	PSDMST	Document Processing Master
PLCUSR	Case User Defined	OPUSRD	Orders Of Protection User Defined
PLFINV	Field Investigations	PLFSBJ	Field Investigation Subjects

Exhibit F / DATA FILE CONVERSION ASSISTANCE

CORRECTIONS

Bookings/Corrections			
BKBOOK	Booking Master	BKSUIC	Bookings Suicide Watch
BKCLAS	Booking Classifications	PLABCF	Global Charges
BKHLOG	Booking Release History	PSALOG	Jailer Activity Log
BKHOUS	Booking Housing Assignment	PSIACT	Inmate Activity
BKNSBJ	Booking Notifications	PSJTIM	Booking / Courts Jail Time Sentence
BKPOSS	Prisoner Possessions	PSDSBJ	Corrections Incident Subject
BKSCHG	Bookings / Courts Supplemental Charges		
Jail Management			
JMACRG	Additional Billing Charges	JMLEDG	Account Funds Ledger Master
JMHLOG	Housing Assignment History Log	JMLEDH	Account Funds Header
JMHOUS	Housing Assignment Log	JMVSTR	Visitors
JMAPPT	Medical/Court/Event Appointment	JMAVST	Approved Visitors
Narratives			
BKCTRN	Classification Question Transaction	PSDOCI	Document Processing Document Index
BKQUES	Questionnaires	PSFDOC	Document Processing Free Form Documents
BKUSRD	Booking User Defined	PSIACT	Inmate Activity

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /
MODIFICATIONS AND / OR CUSTOM SOFTWARE**

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with Customer Staff. Customer agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to Customer .	To be determined
(3) RD is accepted and signed off by Customer (no programming will be done by New World until the formal sign-off and Customer's authorization to proceed in writing).	To be determined
(4) New World completes programming from RD and provides modified software to Customer .	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) Customer's Responsibility

All **Customer** requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

Exhibit 1

CONFIGURATION

1. **THIRD PARTY PRODUCTS AND SERVICES**

THIRD PARTY SOFTWARE

a. Embedded Third Party Software

(includes all Third Party executable components)

b. GIS Software

CAD

- CAD Workstations using ArcGIS Engine Runtime (9 workstations)

THIRD PARTY HARDWARE

c. Hardware, System Software & Services

Lantronix UDS-1100 (1 unit)

Digital Camera for Mug Shots (1 unit)

ESRI Notes

- 1) **Customer** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
- 2) **Customer** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
- 3) **Customer** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
- 4) **Customer** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
- 5) At the termination of their Agreement (Sublicense) with **New World**, **Customer** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.
- 6) **Customer** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
- 7) **Customer** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
- 8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".
- 9) All Aegis/MSP Customers are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining **Customer's** GIS data will be contracted by **Customer** separately with ESRI.
- 10) The on-going **New World** SSMA cost is required for any Aegis software changes related to integration with ESRI software.
- 11) If a new release of ESRI software is incorporated into the Aegis software, an associated upgrade fee may be required for the new ESRI software, depending on the potential cost from ESRI; and/or on the scope of effort required to integrate the new ESRI release with Aegis software.



New World Systems[®]
The Public Sector Software Company

Appendix 2

City of Billings

Montana

Statement of Work

Prepared by:
New World Systems

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Troy, Michigan 48084
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www.newworldsystems.com

June 20, 2013

Document Control Sheet

General Information

Project Name	Project Manager	Business Owner (Key Sponsor)	Provider Single Point of Contact
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Document Preparation Information

Author	Date	Organization Name
Phone Number	E-Mail	
File Location (link)		

Distribution and Approvals

Name	Title and Organization	Signature	Approval Date

Change History

Date	Change Description	Approved By

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STATEMENT OF PURPOSE

This Statement of Work (SOW) defines the principal activities and responsibilities of City of Billings, MT (Customer) and New World for the implementation of an integrated system consisting of:

AEGIS Modules and Functions
Computer Aided Dispatch
Law Enforcement Records Management
Corrections Management
Fire Records Management
Mobile Messaging & Field Reporting

The integrated technology shall be provided by New World to transition from the existing technology supporting Customer’s participants and to support Customer’s operation.

This SOW requires that New World and Customer provide the management leadership and staff commitment to fulfill their responsibilities as described in the Agreement.

GENERAL ASSUMPTIONS

1. This Statement of Work will be utilized by **New World** and **Customer** to manage implementation of the **New World** technology and to transition **Customer** from its existing technologies and operation to the technology provided and described in the Agreement.
2. Work will be performed at **Customer's** location and **New World's** project offices and will be performed on business days during **Customer's** normal business hours, except when both parties agree otherwise.
3. The project consists of the delivery, installation, configuration, testing, and implementation and go-live of the Licensed Standard Software that provides the functionality and operation described in this Agreement.
4. Additional work activities and software functionality not described in the Statement of Work will be considered a change to this project and will be authorized by **Customer** using the Project Change Request.
5. **Customer** and **New World** expect and agree that the Statement of Work will be modified from time to time, especially after **New World** gains a more complete understanding of **Customer's** existing technologies, business practices and operations.

NEW WORLD AND CUSTOMER STAFF

Responsibilities of **New World** and **Customer** staff are described in the Agreement and this Statement of Work.

NEW WORLD EXECUTIVE SPONSORS***Craig Bickley, Vice President Sales/Operations***

Mr. Bickley is the **New World** Executive responsible for professional services and support for all projects. He will stay actively involved in the project implementation and will attend several on-site project status meetings.

Mark Dvorak, Vice President of Professional Services and Operations

Mr. Dvorak and his team of project managers and trainers are responsible for the implementation of the **Billings** project. He will be active in the project implementation and scheduling of resources. In addition, he will have direct contact on a regular basis with the **Billings** Project Manager to ensure the highest level of satisfaction during project implementation

PROJECT TEAM***TBD, Project Manager***

A project manager will be assigned to the project upon Agreement signing. The Project Manager may provide some of the initial set up and training and will also be a technical liaison to **New World**. In addition, the Project Manager will generate all status reports and correspondence.

Erin Miller, General Manager, Customer Service and Support Operations

The General Manager will oversee the operation of the Customer Support Team, including the Call Center. They will work closely with the **New World** and **Customer** Project Managers to ramp up the support team to provide support during go-live and ongoing support thereafter.

TBD, New World On-Site Installation Support

These professionals will be assigned to the implementation of the **New World** deliverables. They will provide the initial set up, testing and user training, along with recommendations for additional training staff as required.

CUSTOMER EXECUTIVE SPONSORS***TBD, Customer Senior Manager***

TBD will be the primary senior management contact for New World. He/She will be responsible for senior management communications regarding the overall relationship, contractual matters, gaining approvals from funding sources when necessary, overseeing **Customer** project governance and will coordinate any senior management activities of **Customer's** staff in fulfilling the **Customer's** responsibilities within this SOW and the Agreement.

TBD, Customer Project Manager

TBD will be the primary contact for **New World**. He/She will be responsible for communication with the **Customer** regarding project progress, issues and/or changes and will coordinate and manage activities of **Customer's** staff in fulfilling the **Customer's** responsibilities within this SOW and the Agreement.

TBD, System Administrator

The System Administrator (SA) will be responsible to ensure **Customer's** network, servers and client (PC) environment (i.e., **Customer's** hardware and system software infrastructure) is installed and maintained properly; provide operational support of **Customer's** hardware and system software infrastructure; provide operational support for **New World** Standard Software to **Customer's** user staff and perform backup, recovery and routine update procedures for **New World's** Licensed Standard Software.

NEW WORLD SYSTEMS PROJECT METHODOLOGY OVERVIEW

The focus of New World's Project Manager, Program Management Office (PMO), services team, support team and all personnel associated with this project is to assist the customer complete their project successfully.

Since its inception, New World has successfully completed thousands of customer projects and developed a standard project management methodology that is predictable, repeatable, lowers risk and maximizes customer success. This standard approach, the New World Project Implementation Methodology (PIM), is based upon a combination of Project Management Institute (PMI) guidelines (PMBOK) and years of successful New World project management activity deploying public safety solutions.

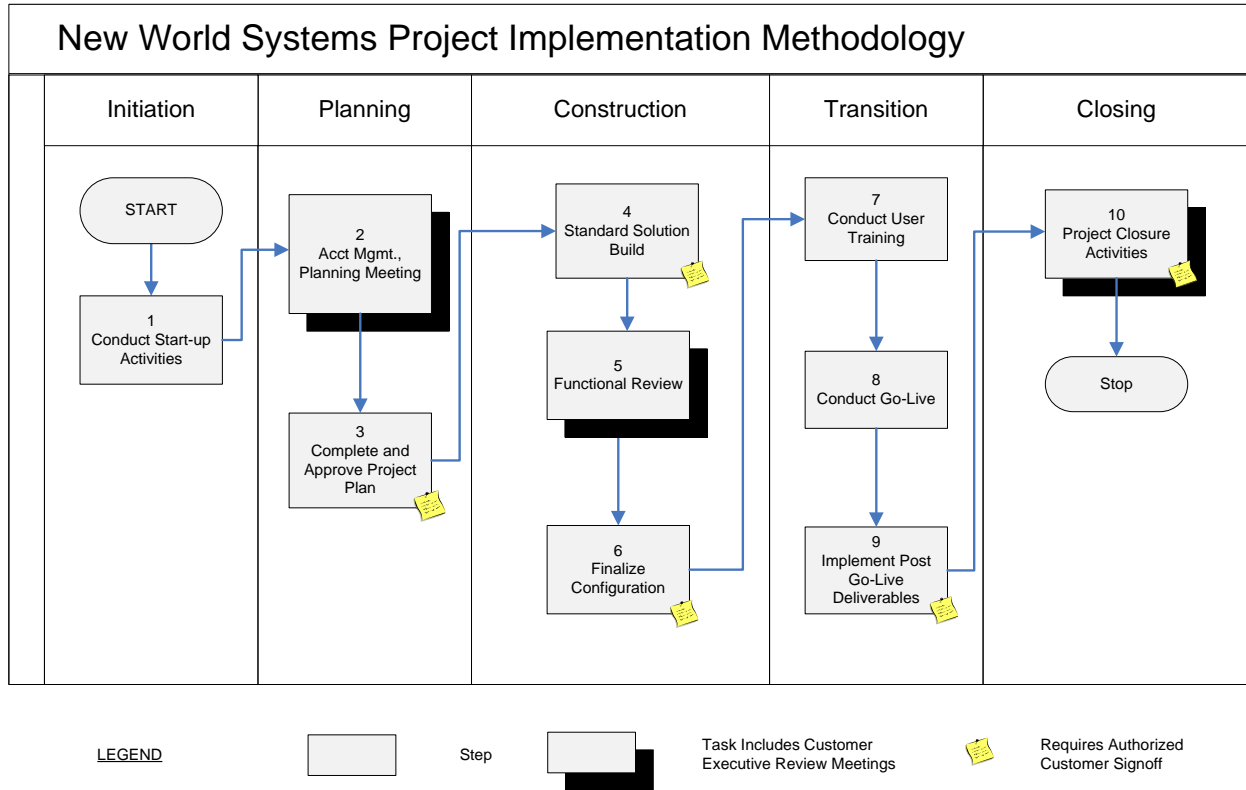
The New World PIM is the standard process that New World follows for all project implementations. Projects are divided into five distinct phases during implementation:

1. **Initiation** – Engage project management, establish initial communication channels and begin planning
2. **Planning** – Create and approve the Project Plan
3. **Construction** – Execute the Project Plan to build, configure and review the system to verify system readiness
4. **Transition** – Train users, perform data conversion, execute go live, complete post-go live activities, finalize customer application customizations and optimize implementations.
5. **Closing** – Review and approve the project closure, disengage project management and formally transfer customer to Account Management team

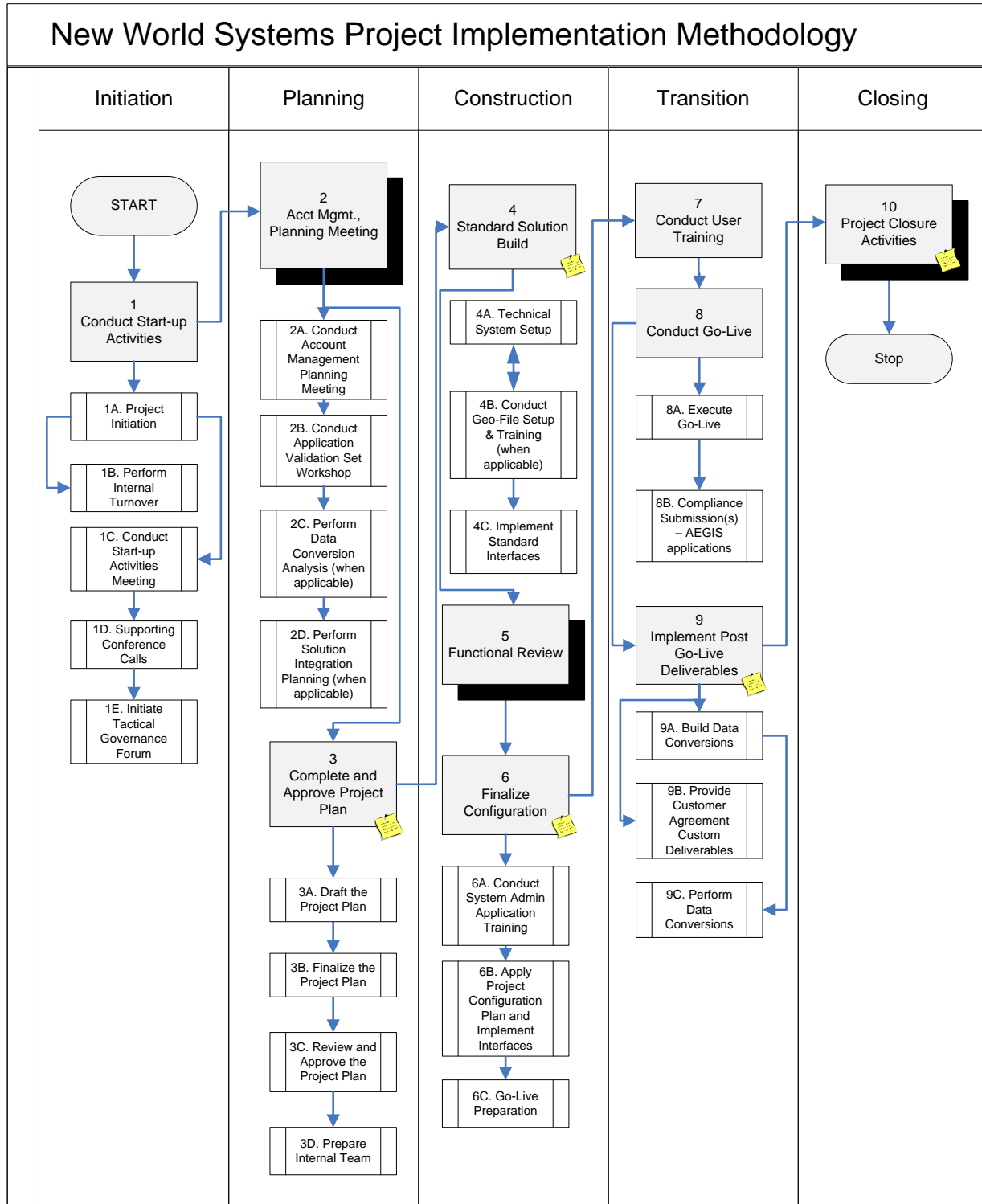
Each phase consists of one or more steps. Each step includes:

1. **New World responsibilities** – Activities New World staff is responsible to perform
2. **Customer responsibilities** – Activities customer staff is responsible to perform
3. **Inputs (prerequisites)** – Items that must be completed prior to the start of the step and are used during the step
4. **Outputs (completion criteria)** – Items that must be completed during the step and are requirements in order to consider the step complete (outputs are often the inputs of future steps and must be completed in order to keep the project on track)

A diagram of the Project Implementation Methodology is shown on the following page. Although the steps on the diagram are sequential, over time, steps will overlap.



The key tasks and related project deliverables that comprise the work breakdown structure (WBS) of the Project Implementation Methodology are shown in the diagram on the following page. Each step and project deliverable are described in detail in the sections following this diagram. The full work WBS is embedded in the Project Schedule template (mpp), which is used in conjunction with this methodology.



LEGEND



Step



Task / Deliverable



Task Includes Customer Executive Review Meetings

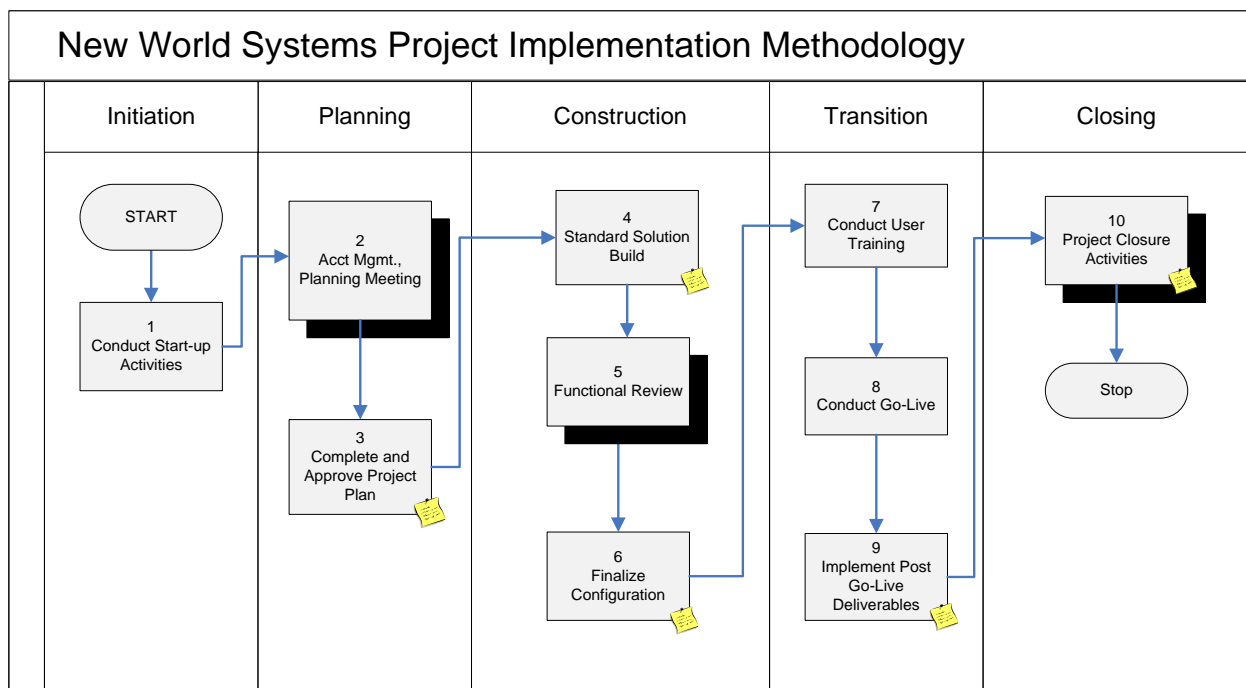


Requires Authorized Customer Signoff

PHASE: Initiation

Purpose: Engage project management, establish initial communication channels and begin planning.

Description of Phase: The Initiation Phase consists of one step. During this Phase, the New World and Customer Project Managers are assigned and the New World Sales representative initiates the formal transition of the project to the New World Operations team. This team includes Executive Sponsorship, Senior Program leadership, Program Office Management (PMO) governance, Project Management and Delivery Center specialists. In this Phase, this Operations team establishes a foundation for program governance, retention of project artifacts and takes ownership of the Customer communications and the execution of the Customer Agreement.



LEGEND



Step

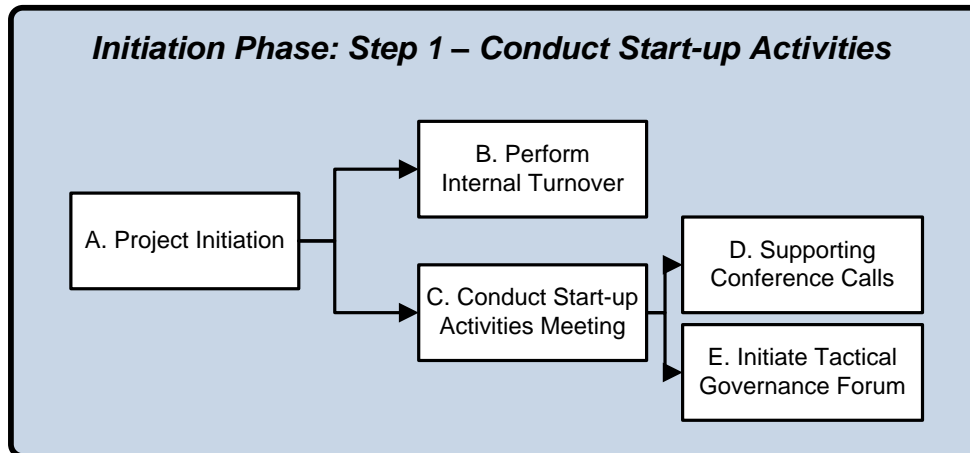


Task Includes Customer Executive Review Meetings



Requires Authorized Customer Signoff

Step 1: Conduct Start-up Activities

**A. Project Initiation**

Overview: Within one week of Customer Agreement execution, the Customer’s project will be initiated. Key activities include:

1. Initial call to the Customer to set the date and time for a Start-up Activities conference call
2. PMO establishes framework for project execution and governance (e.g., project metrics/status reporting, project artifact storage)
3. Execution of the Customer Agreement is assigned to a delivery team (e.g., Executive Sponsor, Project Manager)

New World responsibilities: The Sales Representative is responsible for the initial call to the Customer and the PMO is responsible for initiating the project at New World and establishing the framework for governance.

Customer responsibilities: None

Inputs (prerequisites):

1. Customer Agreement
2. Turnover Document

Outputs (completion criteria):

1. Phone call with Customer
2. Storage of project artifacts and governance framework established on the Project Management Portal

B. Perform Internal Turnover

Overview: The assigned New World Project Manager will coordinate and facilitate an internal turnover meeting with key staff members associated with project planning, development and implementation. Key staff members include:

- New Account Sales/Customer Care Manager
- Solution Consulting Practice Manager(s)
- Solution Consulting Administrative Assistant
- System Assurance Manager / Technical Lead
- PMO Manager
- Project Manager
- Professional Services Manager
- Data Conversion Manager
- Interface Manager
- Customer Support Account Manager
- Others as needed

New World responsibilities: Individual responsibilities are described below:

Project Manager:

1. Review the Customer Agreement and Customer Agreement Assessment Report
2. Review Turnover Document
3. Coordinate and schedule meeting
4. Create and distribute meeting agenda
5. Conduct meeting
6. Facilitate a discussion that defines delivery structure and proposed project schedule for this project (e.g., application build approach/WBS; Delivery Center Technical Leadership, anticipated timeline)
7. Initiate the Project Management Plan and Project Binder (internal document)
8. Document action items, issues and risks in Project Management Plan

Other New World employees:

1. Prior to the meeting,
 - a. PMO creates the Customer Agreement Assessment Report. They review the project initiation documents (e.g., Customer Agreement, Turnover Document), highlight key deliverables, Customer expectations, terms and conditions and verify that the Customer billing plan conforms to the Customer Agreement.
 - b. PMO will create an initial Project Schedule where the WBS is aligned with the deliverables defined in the Customer Agreement.
 - c. Each attendee will review all project related information, i.e., Customer Agreement, internal documentation, meeting agenda, etc.
2. Attendees will prepare questions and observations requiring further discussion
3. Attend meeting and discuss agenda items
4. Document and follow up on any items requiring their attention

Customer responsibilities: None

Inputs (prerequisites):

1. Turnover Document (internal document)
2. Customer Agreement
3. Project Manager assigned
4. Customer Agreement Assessment Report (internal use only)
5. Project Management Plan
6. Project Schedule Template
7. Project Binder (internal document)

Outputs (completion criteria):

1. Tracking system updated with entries (cases) for Customer \contract deliverables
2. First iteration of the Project Schedule, Project Management Plan and Project Binder

C. Conduct Start-up Activities Meeting

Overview: The Project Manager will facilitate a meeting with the Customer. The objectives for this meeting are:

1. Introduction of New World's Project Manager and Executive Management team
 2. Describe key teams/groups and identify their roles and responsibilities during the project
 3. Discuss expectations of Customer and New World
 - a. Senior Customer leadership will be required for executive project reviews and signing approval documents
 - b. Project timeframes
 4. Discuss New World Project Methodology Overview
 5. Discuss Account Management Planning meeting agenda and objectives
 6. Set date for on-site Account Management Planning meeting and discuss site preparation
 7. Discuss keys to projects success
 8. Schedule System Assurance Phone conference
 9. Obtain topology diagram of Customer's network
- **New World responsibilities:** The Sales Representative is responsible for arranging and coordinating the meeting through the initial Customer phone call. The Project Manager addresses the meeting objectives during the call.

Customer responsibilities: Attend meeting and be prepared to discuss agenda items. Supply updated topology diagram of the network.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Standard Meeting Agenda and Presentation template for meeting
3. Project Management Plan
4. Initial Project Schedule

Outputs (completion criteria):

1. Post-Trip Report (when conducted on site) or follow-up email (when conducted remotely via conference call)
2. Updated Project Schedule
 - a. Initial baseline based on project size and deliverables
 - b. Initial Customer meeting activities defined
3. Customized meeting agenda and presentation
4. Updated Project Status record; include initial project baseline dates
5. Updated Project Management Plan (e.g., action items, issues, risks identified)
6. Supporting documentation
7. Project Managers, Executive Manager and Subject Matter Experts (SMEs) roles reviewed
8. Customer supplied topology diagram of the network
9. Scheduled System Assurance Phone Conference

D. Supporting Conference Calls

Overview: The System Assurance Technical Lead will work with the Project Manager to coordinate and facilitate a conference call with the Customer to address System Assurance planning / analysis. The key objective of this conference call is to ensure the Customer understands what information is needed for the System Assurance process to be successful and to establish an agreed upon timeline for this information.

A key focus in this call will be the development of the GIS data for use with New World applications. New World will introduce the parameters for the required GIS layers by providing Customer with a GIS Implementation Packet and conducting an initial review of Customer-provided GIS data for compatibility with the New World application.

New World responsibilities: System Assurance Technical Lead facilitates conference call with the Customer and New World technical resources to address the initial System Assurance planning and analysis. Distribute/explain GIS implementation packet, survey and data collection documents that need to be completed by the Customer.

Customer responsibilities: Customer leadership and technical resources participate in conference call(s) to address the initial System Assurance planning and analysis. Customer to complete relevant survey(s) and data collection documents (after completion of the conference call).

To support the GIS requirements, the Customer will need to:

1. Supply accurate GIS data in a standard ESRI format (shape files, personal geo-database, file geo-database, etc.) on the agreed upon date.
2. Appoint a GIS Implementation Specialist to resolve any issues regarding delivery, mapping or functionality of GIS data with the New World application.
3. Carefully review the comments and/or requested changes from the New World GIS Implementation Specialists related to the compatibility of the Customer's GIS data with the New World application after the required GIS layers have been reviewed by New World.

Inputs (prerequisites):

1. System Assurance conference calls scheduled
2. System Assurance meeting agendas and presentation templates
3. Relevant survey, data collection templates and GIS implementation packet (when applicable)

Outputs (completion criteria):

1. Completed Systems Assurance Conference
2. Customized System Assurance meeting agenda and presentation template
3. Updated Project Management Plan (e.g., action items, issues identified)
4. Updated Project Schedule
5. Survey and data collection documents (completed by the Customer)
6. Supporting documentation
7. Store project artifacts and update status of project on Project Management Portal
8. GIS Information

E. Initiate Solution Integration Governance Forum (when applicable)

Overview: For large/complex projects with multiple agencies and/or multiple jurisdictions, New World strongly recommends that a Solution Integration Governance Forum is established to assist in governing the project implementation and ongoing support of the implemented solution. This forum will be initiated in the Planning phase of the project. The key responsibilities of the forum are:

1. Establish a formal Communication Plan for communications across agencies and/or jurisdictions.
2. Define a decision-making and collaboration approach
3. Determine governance and escalation procedures
4. Define a risk analysis approach and perform a risks analysis for the implementation
5. Provide allocation of resources and oversight for key planning tasks
 - a. Solution integration points mapping across all agencies and/or jurisdictions
 - b. Solution feasibility and readiness assessment
 - c. Network setup, resource and data sharing planning

New World responsibilities: Explain the purpose of the Solution Integration Governance Forum, share relevant artifacts (e.g. Charter template, governance plan, solution integration points template) and work with customer to define participants for the forum.

Customer responsibilities: Identify list of participants for Solution Integration Governance Forum

Inputs (prerequisites):

1. Solution Integration Governance Forum Charter template
2. Solution Integration Governance Plan template
3. Mapping of Solution Integration Points template

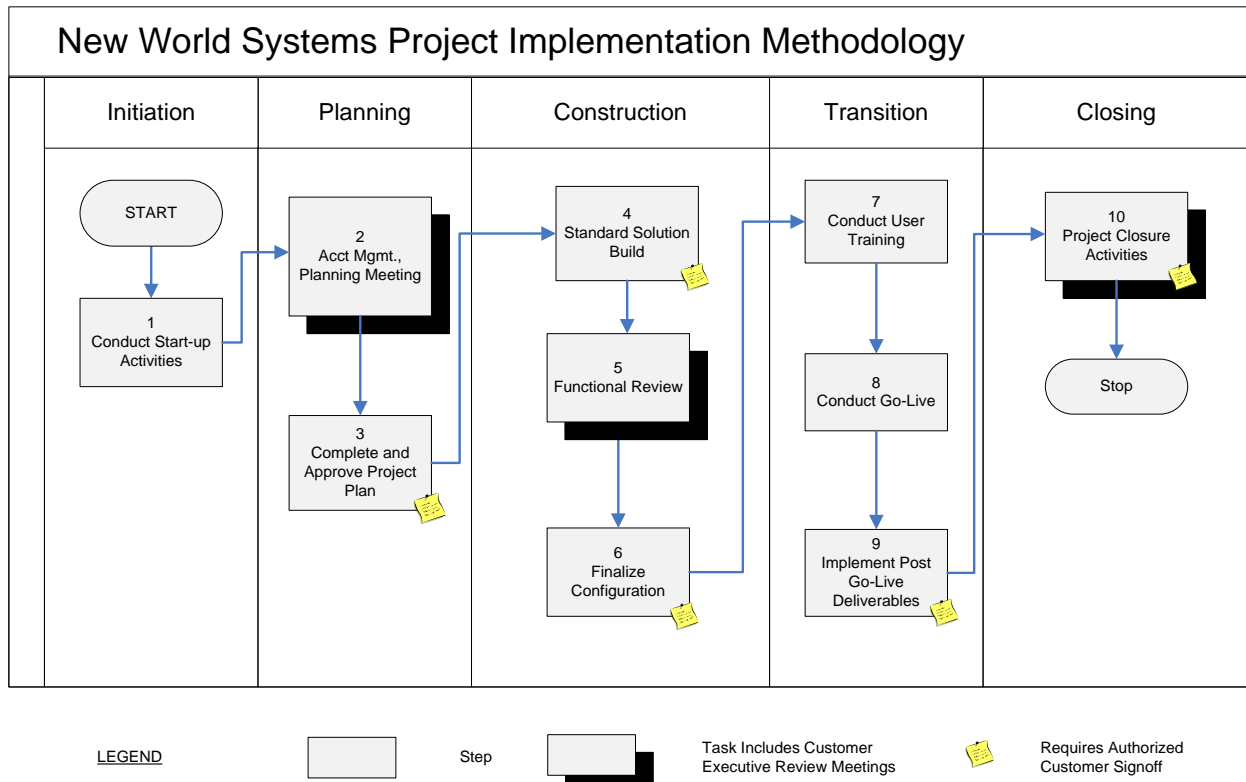
Outputs (completion criteria):

1. List of participants for Solution Integration Governance Forum

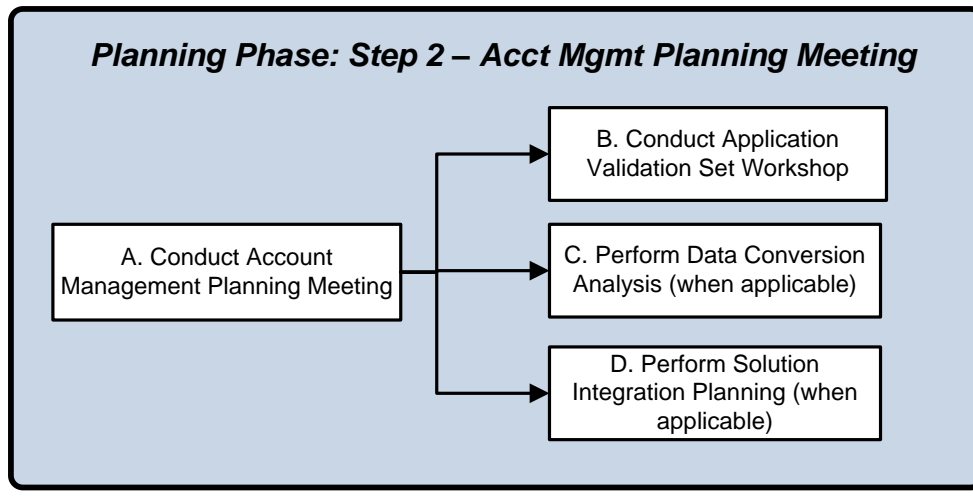
PHASE: Planning

Purpose: Create and approve the Project Management Plan.

Description of Phase: The Planning Phase consists of two steps. During this Phase, New World and Customer Project Managers organize the project, establish project teams, confirm requirements, develop the Project Plan and obtain senior management approval for the Project Plan.



Step 2: On-Site Account Management Planning Meeting


A. Conduct Account Management Planning Meeting

Overview: During this event, the assigned New World Project Manager will coordinate a series of on-site meetings with key Customer and SMEs associated with project planning, development and implementation. In addition, we will conduct a high level review of the Customer’s business practices, environment and workflow to examine their fit into the New World software product. In this series of meetings, New World and the Customer will establish project methods, project acceptance criteria and governance. Key topics include:

1. Executive overview with Executive Management and identification of Customer Executive Sponsor(s)
2. Review of project scope (Customer Agreement, project methodology) with Customer project management
3. Development of the Project Management Plan
4. Discuss initial Project Schedule and resource management policy
5. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success
6. High level review of Customer workflows and policies to establish the foundation to facilitate discussions related to a proposed timeline, custom requirements and an initial training schedule
7. Address go-live requirement for custom interfaces, custom software modules and/or data conversions

Key meeting participants include:

1. Senior/Executive Sponsor
2. General Manager Professional Services
3. New Account Sales or Customer Care Account Manager
4. New World Project Manager
5. Customer Senior Management /Exec Sponsor
6. Customer Project Manager
7. Customer SMEs

New World Responsibilities: During this event, the Project Manager (and/or designee) will meet with Customer staff and review requirements for the various items listed above. Once complete, the Project Manager (and/or designee) will document the requirements and distribute the information to the appropriate members of the implementation team. The New World Project Manager responsibilities include:

1. Establish framework for account management, roles and responsibilities of New World and Customer
2. Review Customer Agreement
3. Review project methodology
4. Establish initial Project Management Plan
 - a. Roles and Responsibilities
 - b. Communication Plan
 - c. Risk Management Plan
 - d. Initial issues / concerns
5. Propose initial Project Schedule
6. Define an initial Training Plan
7. Create the initial requirement definition for custom requirements (e.g., software modifications, custom interfaces, data conversion); clearly define implementation timing (e.g., go-live vs. post go-live).
8. Conduct Executive Sponsorship meeting
9. Update the Project Management Plan and Project Schedule

Once compiled, documents will be provided to the Customer for review.

Customer Responsibilities: The Customer is responsible for:

1. Site preparation (conference rooms, audio visual equipment, etc.)
2. Meeting coordination with Executive Sponsors, supervisors, SMEs to support all contracted modules and functions, including but not limited to:

AEGIS Modules and Functions
Computer Aided Dispatch
Law Enforcement Records Management
Corrections Management
Fire Records Management
Mobile Messaging & Field Reporting

3. Agreement to account management framework, relationship approach and project review time schedule
4. Attending and participating in the Account Management Planning Meeting
5. Providing liaison support with agencies and vendors required to support interfaces
6. Providing liaison support with the state to support state reporting requirements (e.g., IBR, UCR, Accidents, etc.
7. Providing appropriate technical staff necessary to complete technical surveys (e.g., the Aegis Mobile Checklist, when applicable) and interface technical specifications
8. Providing complete user stories for custom enhancements
9. Reviewing all documentation compiled through this process, including the Requirements Document(s) submitted by New World and identify specific issues in writing
10. ,
11. Identifying any non-standard New World reports not yet identified or included in the Customer Agreement
12.)

Inputs (prerequisites):

1. Customer Agreement
2. Meeting Agenda / Pre-Trip Report
3. Presentation template
4. Resource Management Policy
5. Customer completed surveys, data collection documents
6. Standard workflow templates (when applicable)
7. Project Management Plan
8. Project Binder (internal document)
9. Data Conversion System Assurance templates (when applicable)
10. Initial Project Schedule
11. Topology diagram of Customer's network
12. Customer Agreement
13. Requirements Definition template

Outputs (completion criteria):

1. Post-trip Report
2. Framework established for account management, roles and responsibilities of New World and Customer
3. Customer Agreement reviewed
4. Project methodology and planning templates reviewed
5. Agreement on initial Project Schedule and initial Training Plan
6. Initial Requirement Definitions (e.g., software modifications, custom interfaces, data conversion), clearly defined implementation timing (e.g., go-live vs. post go-live)
7. Define timeframe for next Executive Sponsorship discussion
8. Change Order (when applicable)
9. Contract Addendum (when applicable)
10. Updated Project Management Plan
11. Updated Project Binder (internal document)
12. Updated Project Schedule
 - a. All activities sequenced (dependencies applied)
 - b. Project Schedule defined
13. Supporting documentation
14. Store project artifacts and update status of project on Project Management Portal

B. Conduct Application Validation Set Workshop

Overview: During this event, New World will conduct Application Validation Set Training for designated Customer SME personnel to acquire the knowledge necessary to define the validation sets that are necessary to configure the initial application database. In this workshop, but Customer SME team will learn about the different types of information that must be defined and the method to communicate the validation set data.

New World responsibilities:

1. Provide access to up-to-date user manuals for workshop participants
2. Instruct Customer personnel on the validation sets information and process for the various contracted modules and associated application database

Customer responsibilities:

1. Convene workshop team of SMEs for this training
2. Attend and participate in the Application Validation Set training

Inputs (prerequisites):

1. Pre-Trip Report
2. Training material
3. Validation Set workbook(s)
4. Training room with computers running New World application

Outputs (completion criteria):

1. Post-Trip Report
2. Updated Project Plan
3. Updated Validation Set workbook(s)

C. Perform Data Conversion Analysis

Overview: Using the established guidelines from the contract, prepare Customer and New World for data conversion and migration. New World will analyze Customer source data, develop and deliver a Data Conversion/Migration Plan. This process will be initiated during the on-site Account Management Planning meeting(s).

New World responsibilities:

1. With Customer assistance, New World will analyze existing Customer source data; during this analysis process, New World will determine compatibility with the New World database structures and the viability of a conversion or migration to the New World database
2. Develop and deliver a Data Conversion/Migration Plan. The plan will identify data sources to be converted, data sources to be migrated, database types, database design and any detected data mapping concerns
3. When required, develop change order that reflects differences between the Customer Agreement and Customer's desired data conversion

Customer responsibilities:

1. Provide New World with a representative sample of the data to be converted on mutually agreeable transmission media
 - a. Assist New World in analyzing source data
 - b. Live data in source system
2. Review the Data Conversion/Migration Plan and identify any concerns

Inputs (prerequisites):

1. Data Conversion Packet
2. Sample data from Customer

Outputs (completion criteria):

1. Data Conversion/Migration Plan
2. Customer review and sign off on the Data Conversion/Migration Plan
3. Signed change order, when required

D. Perform Solution Integration Planning (when applicable)

Overview: Solution Integration Planning is extremely important for large projects with multiple agencies and/or multiple jurisdictions. The Solution Integration Governance Forum governs this planning process. The key Solution Integration planning tasks are:

1. Define and agree upon a charter for the forum.
2. Establish a formal Communication Plan for communications across agencies and/or jurisdictions.
3. Define a decision-making and collaboration approach
4. Determine governance and escalation procedures
5. Define a risk analysis approach and perform a risks analysis for the implementation
6. Provide allocation of resources and oversight for key planning tasks
 - a. Solution Integration Points Mapping across all agencies and/or jurisdictions
 - b. Solution feasibility and readiness assessment
 - c. Network setup, resource and data sharing planning

New World responsibilities:

1. Participate in and provide support for the Solution Integration Governance Forum
2. Document a network setup, resource and data sharing plan

Customer responsibilities:

1. Define initial charter for Solution Integration Governance Forum
 - a. Define a decision-making and collaboration approach for the Forum
 - b. Define governance and escalation procedures
2. Establish a Solution Integration Governance Plan across all agencies
 - a. Define Meeting Schedule, Roles & Responsibilities and Communication Plan
 - b. Identify project risks and work with forum to devise mitigation paths
 - c. Capture issues, action items and key decisions/changes
3. Work with Forum to map solution integration points across all agencies
4. Support the Solution Integration Governance Forum through participation, leadership and appropriate and timely decisions
5. Timely response to action items identified in the solution feasibility and readiness assessment
6. Provide the technical resources to participate in the development of a network setup, resource and data sharing plan

Inputs (prerequisites):

1. Solution Integration Forum Charter template
2. Solution Integration Governance Plan
 - a. Meeting Schedule Template
 - b. Roles and Responsibilities Template
 - c. Communication Plan Template
 - d. Risks Management Plan template
 - e. Action Item template
 - f. Issues template
 - g. Key Decisions / Changes template

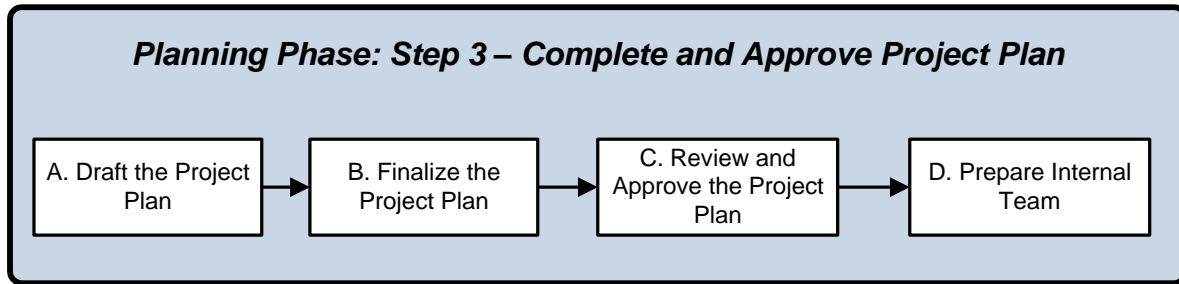
3. Mapping of Solution Integration Points template
4. Network Setup template

Outputs (completion criteria):

1. Solution Integration Governance Forum Charter
 - a. Decision-Making Approach and documented decisions
 - b. Governance/Escalation Procedures and documented escalated activity

2. Solution Integration Governance Plan
 - a. Meeting Schedule for forum
 - b. Roles and Responsibilities defined
 - c. Communication Plan (across all agencies and/or jurisdictions) defined
 - d. Risks Management Plan developed
 - e. Initial Action Items captured
 - f. Initial Issues documented
 - g. Initial Key Decisions / Changes captured
3. Mapping of Solution Integration Points initiated
4. Network Setup, Resource and Data Sharing Plan

Step 3: Complete and Approve Project Plan

**A. Draft the Project Plan**

Overview: The purpose of this event is to review the information captured during the Planning Phase, finalize key decisions and prepare to finalize the overall Project Plan. It is important to note that the Project Plan includes all documents prepared during the Planning Phase:

1. Project Management Plan
 - a. Roles and Responsibilities
 - b. Communication Plan
 - c. Risk Management Plan
 - d. Action Items
 - e. Issues
 - f. Key Decisions - Changes
2. Project Schedule
3. Supporting documents
4. Initial Requirement Definition for Customer Deliverables
5. Initial Training Plan

New World responsibilities: During this process, the New World Project Manager will meet with the Customer project team and review the information documented in the Planning Phase. The Project Manager will then draft and publish the Project Plan that will be submitted for approval.

Customer responsibilities: Support finalization of the Project Plan, providing SMEs as needed. Contact State Agency for submission management.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Requirements Document(s)
3. Initial Training Plan
4. Information referenced from legacy system(s) as well as New World software
5. Project Management Plan
6. Project Binder (internal document)
7. Project Schedule

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Management Plan
3. Updated Project Binder (internal document)
4. Updated Project Schedule
5. Updated Requirements Document(s); including sign-offs (where applicable)
6. Updated supporting documentation
7. Proposed resource schedule

B. Finalize Project Plan

Overview: At this stage of the project, significant information has been gathered regarding the Customer's current operations and how the New World application implementation needs to occur to be successful. Based on this information, a final Project Plan must be developed that maps out the activities, deliverables and deadlines required by the project team.

New World responsibilities: The New World Project Manager will finalize the Project Plan to meet the requirements of a successful implementation, while establishing clear ownership of activities, deadlines and timeframes for each step of the implementation. The Project Plan provides detailed instructions to the entire Customer team and once approved, is the guiding light for all project activity going forward.

1. Review with Customer personnel the identified implementation tasks, priorities, inter-dependencies, team members, resources and other requirements to approve the final Project Plan.
2. The Project Management Plan, Project Schedule and supporting documentation are finalized as part of this step because these documents comprise the Project Plan that is reviewed as part of the acceptance criteria to move the project to the Construction Phase as defined in Review and Approve Project Plan.

Customer responsibilities: In tandem with New World project personnel, analyze identified requirements of the Project Plan and make such implementation decisions as are reasonably required to finalize the plan.

Inputs (prerequisites):

1. Customer Agreement
2. Proposed resource schedule
3. Project Plan
 - a. Project Management Plan
 - b. Project Schedule
 - c. Project Configuration Plan and supporting documents/plans
 - d. Updated Requirements Document(s), including sign-offs
 - e. Supporting documents

Outputs (completion criteria):

1. Updated Project Plan
2. Confirmed resource schedule (90-day lock)
3. Store project artifacts and update status of project on Project Management Portal

C. Review and Approve Project Plan

Overview: The objective of this task is to approve the Project Plan based upon the activities and work processes discovered during the Planning Phase. The resulting document defines the specific project tasks, timelines for completion and ownership of each activity throughout the remainder of the project.

New World responsibilities:

1. Deliver the final Project Plan to Customer.
2. Review the Project Plan with Customer personnel and make mutually agreed upon modifications
3. Upon mutual acceptance of the Project Plan, establish the document as the baseline for the remainder of the project.
4. Ensure there is a clear definition of the alignment of any custom software/interfaces to the implementation of the standard application solution in the Customer's live environment
5. Review 90-day lock resource scheduling policy.

Customer responsibilities:

1. Review the final Project Plan and document any specific deficiencies found with the Plan within ten (10) business days.
2. Customer Project Manager and Executive Manager sign off on final iteration of the Plan.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Final Project Plan
3. Supporting Documentation

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Final accepted Project Schedule; second baseline for project created based on actual timeline (initial baseline based on project size)
3. Updated Project Status Record; ensure new project baseline dates are reflected
4. Signed approval for the Project Plan
 - a. Project Schedule
 - b. Supporting documents/plans
 - c. Requirements Document(s); including sign-offs (where applicable)
 - d. Project Management Plan
 - e. Supporting Documentation
 - i. State reporting
 - ii. Data conversion
 - iii. Geo-File

D. Prepare Internal Team

Overview: During this portion of the implementation, the Project Manager meets with the New World team to discuss the requirements of the Project Plan and their individual responsibilities to deliver a successful project.

New World responsibilities: The New World Project Manager will be responsible for the following:

1. Prepare and coordinate the team briefing
2. Ensure all project documents are stored on the portal and are available to the team
3. During the meeting, the Project Manager will review the Project Plan and supporting (applicable) documents
4. The Project Manager will review with the individual team members their roles and responsibilities associated with the implementation

Customer responsibilities: None

Inputs (prerequisites):

1. Agenda
2. Final Project Plan
 - a. Project Schedule
 - b. Supporting documents/plans
 - c. Requirements Document(s)
 - d. Project Management Plan
 - e. Supporting Documentation
 - i. State reporting
 - ii. Data conversion
 - iii. System Assurance
3. Project Binder (internal document)
4. Customer Agreement
5. Resource schedule

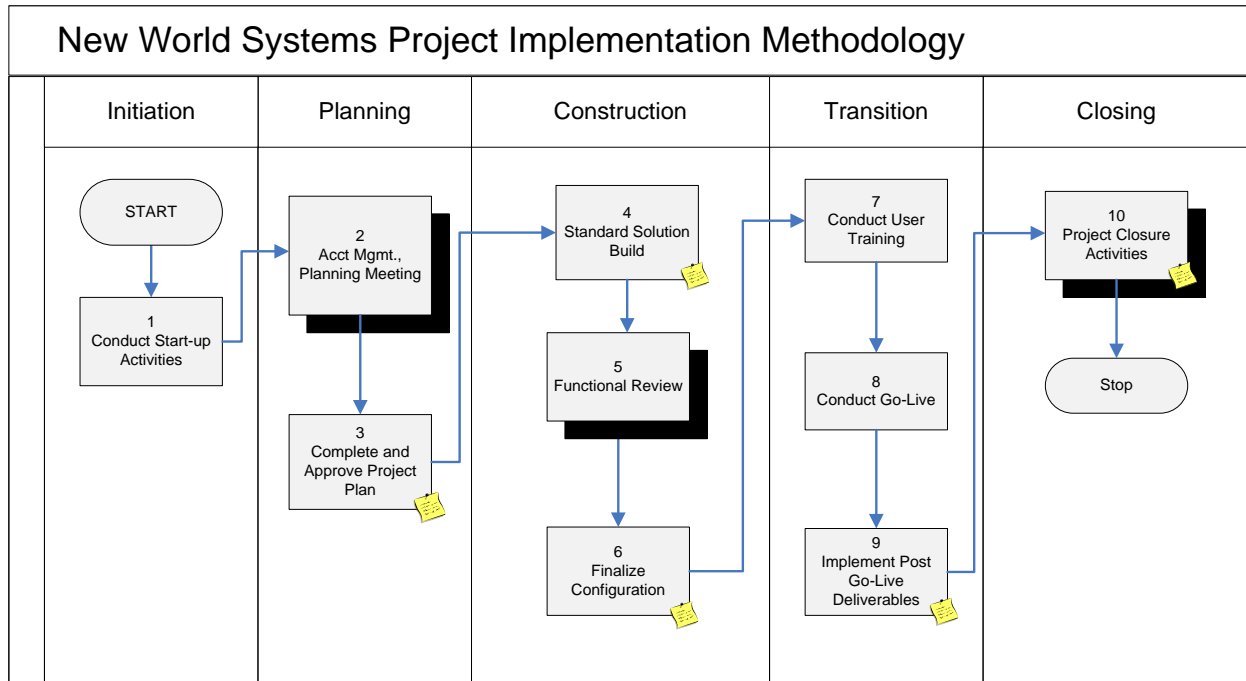
Outputs (completion criteria):

1. Updated Project Plan
2. Project team prepared to build application solution

PHASE: Construction

Purpose: Execute the Project Plan to build, review and configure the system to verify system readiness.

Description of Phase: The Construction Phase consists of three steps. During this Phase, New World and Customer Project Managers lead the project, coordinate project team activities, communicate direction, report on project progress and monitor resources. The team’s focus during this Phase is to execute the Project Plan. Customer and New World project teams install the system, implement the database, review the configuration, apply final application configuration requirements and lay the groundwork to migrate to the New World application.



LEGEND



Step



Task Includes Customer Executive Review Meetings

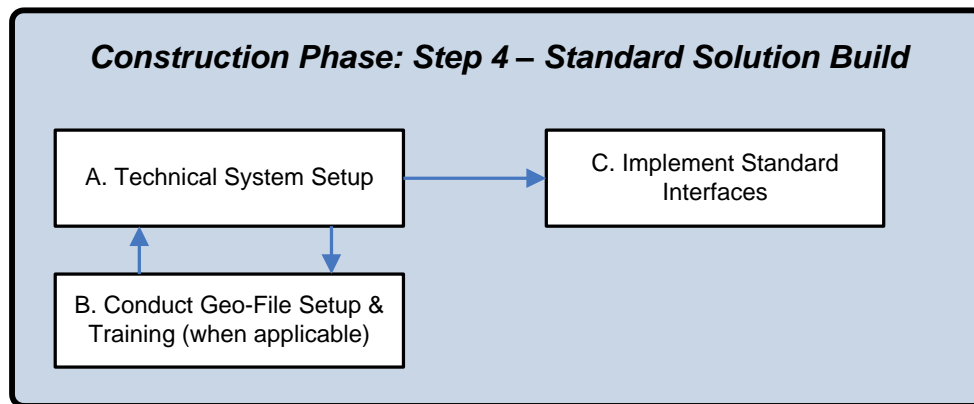


Requires Authorized Customer Signoff

The methodology diagram indicates that each step of the Construction Phase follows the previous step, but many of these steps occur concurrently.

In addition, when the Customer requires the conversion of existing data and/or implementation of custom interfaces to bring the applications into a live production environment, some (or all) of the tasks defined in the Transition Phase, Step 9, Implement Post Go-Live Deliverables, may occur during the Construction Phase (this is dependent upon the Project Plan developed and agreed upon in the Planning Phase).

Step 4: Standard Solution Build



A. Technical System Setup

Overview: During this step, New World validates and finalizes the Customer’s hardware configuration, software requirements and implementation. The result of this effort is documented in the Site Plan.

New World will install the Licensed Standard Software and standard database on Customer supplied servers and configure system to meet application specifications. This is generally completed in two distinct stages: Aegis/MSP and Mobile

New World responsibilities: Configure the system as required and provide knowledge transfer to the System Administrator.

New World will install and configure the application specific server/client and train Customer personnel on configuration procedures. For each configuration, New World personnel will:

1. Verify with Customer personnel the computer processor(s), operating system software, third party software, associated workstation requirements, printers, network communications and other related components supplied by Customer
2. Establish the initial application database using the validation set workbook(s) as input
3. Document the required site resources (e.g., facility, power, network, cooling, etc.) necessary to operate the application; as part of the review, New World will make recommendations for necessary site modifications to meet minimum operating requirements for the application
4. Review with Customer the minimum requirements for workstations and mobile data devices as identified in the Customer Agreement, as applicable to the application
5. Train Customer to install client workstations, administer servers, manage disaster recovery systems and review any other items of concern related to hardware and software configuration
6. Review ongoing Customer management expectations of how system will be managed by Customer; identify role of New World vs. Customer

7. Provide Customer with a Site Plan that includes the following:
 - a. Identification of any special space requirements
 - b. Functional system diagram, showing a high level view of the New World Standard Software subsystems and their associated hardware

Customer responsibilities:

1. Provide Customer technology staff to assist New World with the Site Plan
2. Provide, upon request, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information reasonably required to validate final hardware requirements
3. Review the final hardware and operating system configuration with the New World project team
4. Review New World's recommendations regarding any existing communications networks and workstations and make any reasonable modifications identified by New World to ensure compatibility with the equipment and system to be installed
5. Ensure hardware is ordered, delivered and installed prior to scheduling New World's System Assurance visit on site
6. Have information technology support staff on hand for knowledge transfer and to help address any concerns encountered during the system installation
7. Review and sign off on systems management expectations policy
8. Provide signoff indicating completion of system set-up and administration training
9. Install and configure the mobile software on additional mobile computers

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. System Support documentation
3. Validation Set workbooks
4. Customer supplied topology diagram of the network and map
5. System Set-up and Administration Training sign-off template
6. Systems Management Expectations Policy template

Outputs (completion criteria):

1. Site Plan
2. Test and production environments are ready to use
3. Post-Trip Report (if conducted on site)
4. System Set-up and Administration Training sign-off document
5. Systems Management Expectations Policy / signoff
6. Store project artifacts and update status of project on Project Management Portal

B. Conduct Geo-File Setup and Training (when applicable)

Overview: New World will recommend procedures to support the loading of Customer-supplied GIS data for use in the New World software and assist the *Customer* with the initial load of GIS data.

As part of this step, New World will provide a GIS overview of GIS components, where they are installed and discuss a plan for updating the GIS data within the New World software. Customers are responsible for continuous updates of the GIS data used in the New World software.

The Customer will need to have the appropriate ESRI desktop software of ArcEditor or ArcInfo in order to conduct the initial GIS data load and ongoing maintenance of the data. The ArcEditor or ArcInfo software must be available for use by the New World Customer Support Center to assist the Customer with GIS data support.

New World responsibilities:

1. Obtain from Customer the New World required GIS data containing address point layer (optional) and street centerline layer geo-codable by the systems proposed geo-coding service.
2. Obtain from Customer all appropriate required polygon boundary layers. This may represent Police Beats, Police ORI, Fire Quadrants, FDID, EMS Districts and EMS ORI, Common Name, Alias, and Hydrant layer
3. The GIS Implementation Specialist will assist Customer in loading/importing their GIS data into the New World enterprise geo-database within the New World software; it is required that all GIS data to be used within the New World software be maintained in a standard ESRI data format (shape files, personal geo-database, file geo-database) and then loaded into the New World software, or the required GIS data to be maintained directly in the New World enterprise geo-database using ESRI's ArcGIS ArcEditor or ArcInfo desktop software
4. Conduct a GIS Overview for the Customer

Customer responsibilities:

1. Provide New World with the required GIS data containing address point layer (optional) and street centerline layer geo-codable by the systems proposed
2. Provide New World all appropriate required polygon boundary layers
3. Assume responsibility for both initial GIS data development and ongoing GIS data maintenance
4. Provide a GIS point of contact responsible for ongoing GIS maintenance
5. Provide the above-specified GIS data for import/load into the New World enterprise geo-database
6. Provide any other GIS data for use within the New World software at the time of the initial import/load into the New World enterprise geo-database
7. Provide all ESRI Desktop software ArcEditor/ ArcInfo and any associated systems software licenses and workstation equipment necessary for the initial import/load of the GIS data into the New World enterprise geo-database
8. Provide trained staff to make GIS data changes or corrections in support of GIS implementation
9. Be solely responsible for the content and accuracy of the supplied GIS data

Inputs (prerequisites):

1. GIS Implementation Packet and data review document
2. Detailed specifications of required changes or additions to Customer GIS data to ensure compatibility within the New World application

Outputs (completion criteria):

1. The New World Standard Software GIS Implementation has been successfully completed with Customer-supplied GIS data
2. New World demonstrates to Customer the New World application is working correctly with the loaded Customer GIS data
3. New World has provided Customer with the appropriate GIS overview necessary for ongoing maintenance and uploading of the GIS data within the New World application going forward
4. Store project artifacts and update status of project on Project Management Portal

C. Implement Standard Interfaces

Overview: During this event, New World will implement any applicable standard interfaces.

New World responsibilities: Implement the interfaces in the test environment that are required for the live environment.

Customer responsibilities:

1. Provide Customer technology staff to address the desired application workflow
2. Work with New World to test the interfaces

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Configuration requirements for interface operations
3. Standard Interfaces

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. Store project artifacts and update status of project on Project Management Portal
4. Installed Standard Interfaces

Step 5: Functional Review

Overview: The Functional Review encompasses a hands-on review of each application within the implementation. This review is accomplished by presenting each function within the application from the user/administrator point-of-view and every project construction element as it relates to a particular workflow process.

New World responsibilities: New World's Project Manager and Application Specialist(s) will act as facilitators during the Functional Review. Their main role is to review the New World standard software solution with the Customer and identify any Customer workflow modifications and/or minor software configuration changes that need to be applied. The Project Manager is responsible for coordinating this review with the Application Specialist and preparing the Customer team for the functional review and creating any applicable documentation (e.g., Functional Review Guide, trip reports). The Application Specialist will present the configured applications and act as SME to facilitate an interactive exchange with the Customer and work towards Customer acceptance of the configured applications. Additionally, a New World Executive Manager will participate in the Functional Review, as well as a project review meeting with the Customer's senior staff. The content of the Training Plans will also be finalized as part of the Functional Review. The review should include:

1. Overview of the various Customer work processes and the functional relationship to the software

AEGIS APPLICATIONS
Computer Aided Dispatch
Law Enforcement Records Management
Fire Records Management
Corrections Management
Mobile Messaging & Field Reporting

2. Validation of any custom modification decisions related to implementation of the standard software solution and the post-live custom requirements.
 - a. Custom software modifications
 - b. Custom interfaces
 - c. Data conversion
3. Finalization of any applicable Requirements Definition documentation.
4. Identification and documentation of any desired configuration modifications to the standard software solution (not applicable for pre-configured implementations)
 - a. Standard software applications
 - b. Standard Interfaces
 - c. State reporting requirements (e.g. IBR, UCR, Accident)
5. Agency-specific reports (internal management reports, public inquiries, etc.)
6. Review Hardware and Network Topology
7. Assess impact on workforce

8. Finalize Training Plan
9. Discuss Data Conversion Migration Plan
10. Define Cutover (Go-Live) Plan

Customer responsibilities: For the review, Customer leadership and SMEs participate to provide Customer workflow and policy information as it relates to the configured New World applications. Work with New World Project Manager and Application Specialist to determine any additional configuration changes that are required. Work with Customer to implement agreed upon workflow changes.

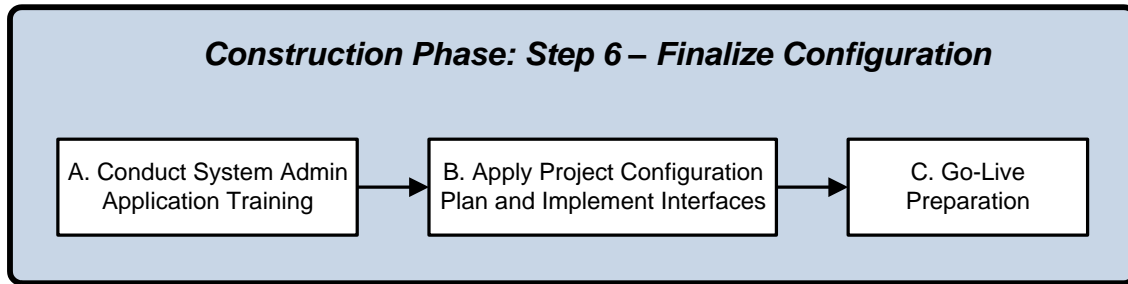
Inputs (prerequisites):

1. Pre-Trip Report
2. Functional Review Guide (when applicable)
3. Requirements Document(s) for Custom Interfaces / Modifications
4. Standard interfaces
5. State reporting (when applicable)
6. Data conversion
7. Geo-files
8. Field Reporting

Outputs (completion criteria):

1. Post-Trip Report
2. Updated Project Schedule
3. Updated Project Plan
4. Project Configuration Plan
5. Training Plan
6. Supporting documentation
7. Store project artifacts and update status of project on Project Management Portal

Step 6: Finalize Configuration

**A. Conduct System Admin Application Training**

Overview: During this event, New World will conduct System Administration Application Training for designated Customer SME personnel to acquire the knowledge necessary to finalize the software solution configuration and maintain the various modules included in the Customer Agreement. (There will be a minimum of one session per each major module.)

Decisions regarding the configuration of the New World application are made in the Construction Phase, Step 5, Functional Review, and are applied during this Step.

New World responsibilities:

1. Provide access to up-to-date user manuals for workshop participants
2. Instruct Customer personnel, including the system administrator, on configuration of the various contracted modules
3. Support mapping of solution integration points (for large/complex projects)

Customer responsibilities:

1. Provide and schedule necessary facilities for training sessions
2. Convene workshop team of SMEs for this training
3. Attend and participate in the System Admin Application Training
4. Complete mapping of solution integration points (for large/complex projects)

Inputs (prerequisites):

1. Pre-Trip Report
2. Training material
3. Project Configuration Plan
4. Training room with computers running New World application

Outputs (completion criteria):

1. Post-Trip Report
2. Updated Project Plan
3. Completed mapping of Solution Integration Points (applicable to large/complex projects)

B. Apply Project Configuration Plan and Implement Interfaces

Overview: During this event, the Customer uses the Project Configuration Plan created during the Functional Review, as the requirements for any modification to the standard application configuration. The results of this effort are configured applications.

New World will implement any remaining standard interfaces.

In addition, New World will create and implement any custom interfaces that must be in place to bring the applications into a live production environment. Data Conversion activity may also be addressed (dependent upon the Project Plan developed and agreed upon in the Planning phase).

New World responsibilities: Provide support for the Customer SME team that is applying configuration changes. Implement the interfaces in the test environment that are required for the live environment.

Customer responsibilities:

1. Apply configuration changes as defined in the Project Configuration Plan
2. Provide Customer technology staff to address the desired application workflow
3. Work with New World to test the interfaces (as applicable)

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Project Configuration Plan
3. Configuration requirements for interface operations
4. State reporting requirements including data requirements, contact information, data submission deadlines and transition plan
5. Requirements definition(s) (when applicable)
6. Standard and/or Custom Interfaces

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. Store project artifacts and update status of project on Project Management Portal
4. Configured applications, including applicable interfaces, data conversion, state requirements and field reporting
5. Updated Project Configuration Plan

C. Go-Live Preparation

Overview: Review the overall project status to ensure that all requirements for a go-live event have been completed and the go-live event can occur with minimal disruption or risk. Document all related issues and concerns and jointly agree, in writing, to move forward with training and transition to the live environment.

New World responsibilities: During this process, the New World Project Manager or Application Specialist will review the system with the Customer to ensure that each application is functioning as expected. In addition, they will review the Project Management Plan with the Customer to ensure all applicable issues and action items have been addressed and will instruct Customer personnel, including the system administrator, on configuration of the various contracted modules.

Customer responsibilities: With the New World representative, the Customer will demonstrate the system is set up and configured as designed. Work with New World Project Manager to identify any issues or concerns and jointly agree, in writing, to move forward with training and transition to the live environment.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Project Configuration Plan
3. Project Plan
4. Go-Live sign-off template

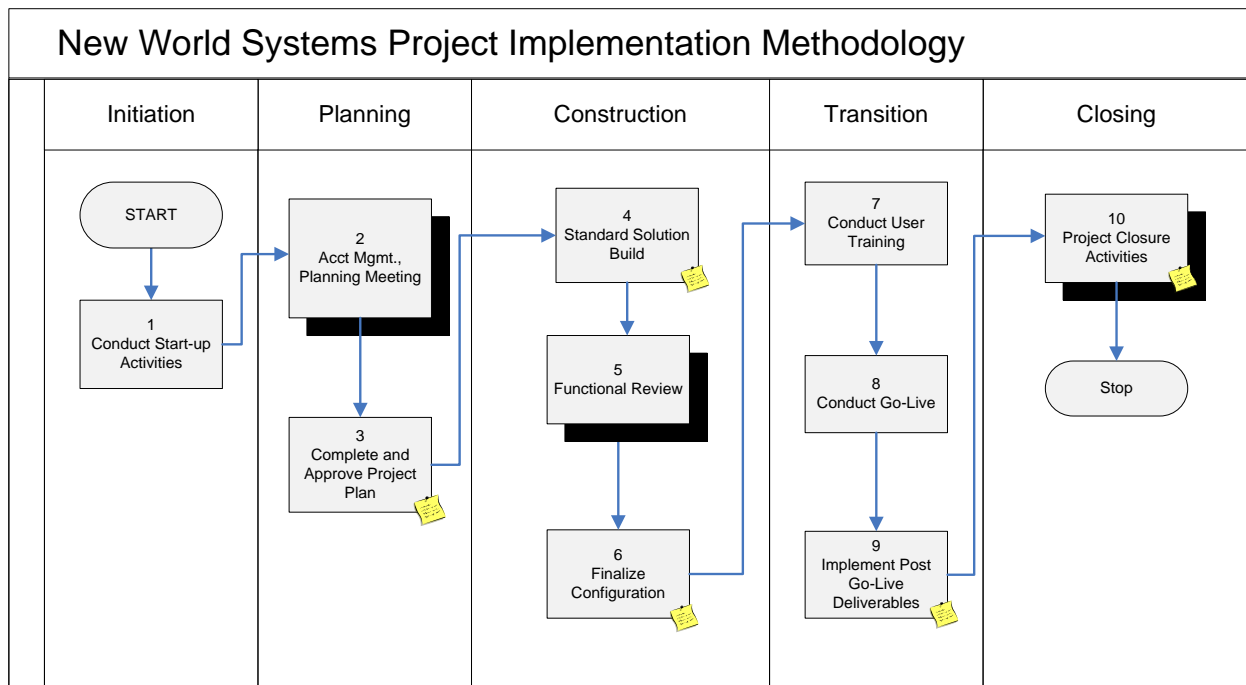
Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. Go-Live sign-off
4. Documentation of all outstanding issues/concerns and written agreement to begin the training/transition to the live environment

PHASE: Transition

Purpose: Train users, perform data conversion, execute go-live, complete post-go-live activities, finalize Customer application customizations and optimize implementation.

Description of Phase: The Transition Phase consists of three steps. During this Phase, New World and Customer project teams review the system, verify and validate readiness for go-live, train users, cut over from legacy systems and complete post go-live requirements. Optimization of the implementation occurs throughout the transition phase.



LEGEND



Step



Task Includes Customer Executive Review Meetings



Requires Authorized Customer Signoff

Step 7: Conduct User Training

Overview: New World's Application Specialist(s) provide user training to Customer staff.

New World responsibilities: New World's Application Specialist will provide on-site training services to assigned Customer staff. Training options include:

Train-the-Trainer Training (TTT)

This training consists of a New World Application Specialist providing very detailed on-site training to Customer representatives. The Train-the-Trainer course is designed to take Customer-certified (either locally or by their state) trainers, train them on the New World software and certify they have the knowledge base to successfully train other members. This training also includes problem solving techniques to ensure an effortless transition with minimal interruptions during their training sessions. Additionally, students are provided training techniques and detailed lesson plans on their specific modules.

User Training

If a Train-the-Trainer approach is not preferred, New World can provide Customer-defined User Training courses. This training consists of a New World Application Specialist providing an on-site training course specific to a user's job assignment. Each course consists of Customer-defined software classes needed to be proficient in their areas of responsibility utilizing the New World software.

Customer responsibilities: Assign and schedule appropriate staff to attend training sessions. Provide and schedule necessary facilities for training sessions. Confirm staff participation in training, as scheduled.

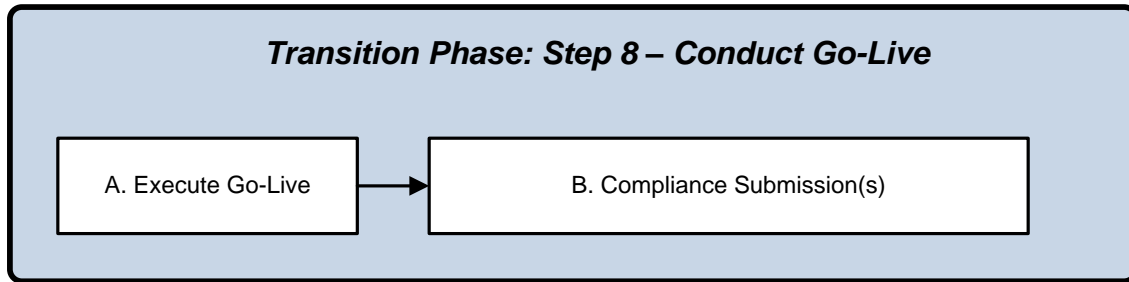
Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Training materials
 - a. Lesson Plan / User Guide
 - b. Written Proficiency Examinations

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Written Proficiency Examination results

Step 8: Conduct Go-Live



A. Execute Go-Live

Overview: With assistance from New World, Customer goes live on modules and interfaces identified in the Customer Agreement and as documented in the Project Plan.

New World responsibilities:

1. In preparation for go- live; New World will proactively verify the operational readiness of the production environment. This activity may be managed by the Project Manager or an Optimization Manager. The key areas to be reviewed (when applicable) and New World team members that will complete the review are:
 - a. Infrastructure and related operational environment (System Assurance team).
 - b. Application configuration, compliance adherence and custom software modifications (Application Specialists)
 - c. Standard and Custom Interfaces (Interface team / Application Specialists)
 - d. Custom forms (Form Development team)
 - e. Data Conversion (Data Conversion team)
 - f. Priority Warranty Items / Release Upgrades (Project Manager or Optimization Manager, with assistance from the appropriate teams)

2. New World assistance for all applications going live

AEGIS APPLICATIONS
Computer Aided Dispatch
Law Enforcement Records Management
Fire Records Management
Corrections Management
Mobile Messaging & Field Reporting

3. New World assists Customer in preparing production server for go-live
 - a. Run SQL go-live script
 - b. Set counters
 - c. Other maintenance tasks

4. Provide final updates, when applicable, to the following:
 - a. Standard software
 - b. Custom software
 - c. Hardware
 - d. Interfaces
 - e. State reporting
 - f. Data conversion
 - g. Geo-files
5. Customer turnover to Customer Support
6. New World's on-site staff cleared to depart Customer site

Customer responsibilities:

1. Customer goes live with appropriate applications identified in the Customer Agreement
2. Provide SME team members to assist with go-live for each of the applications going live as first line support

Inputs (prerequisites):

1. Pre-Trip Report
2. Standard software
3. Custom software
4. Interfaces
5. State reporting
6. Data conversion
7. Geo-files
8. Pre go-live preparations
 - a. System preparation
 - b. Team preparation
 - c. Preparatory meeting with Customer

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. Customer support engaged
4. Live Operations

B. Compliance Submission(s)

Overview: As part of normal operations, agencies are required to submit crime statistic reports to the state (IBR, UCR, NIBRS, etc.) on a monthly basis. During the transition to a new system, state agencies will work with local law enforcement agencies to develop a plan to allow the system to adopt the new technology in their environment and submit reports after a period of operation.

During the Construction Phase, New World works with the agency to implement state reporting rules. The first full test of these rules occurs 60 to 90 days after go-live to ensure the Customer has data for submission to the state. State reporting and editing can be a significant challenge and to assist Customers with this event, New World schedules and assigns an Application Specialist to assist the Customer with their first submission process.

In addition, during this 90-day period, New World will continue to work with the customer to optimize the operational environment.

New World Responsibilities: New World Application Specialist will provide training services and support to assigned Customer staff to submit, edit and correct state-required statistical crime reports.

The Project Manager or Optimization Manager will provide oversight to continue to verify operational optimization. The key areas to be reviewed (when applicable) and New World team members that will ensure optimization are:

1. Infrastructure and related operational environment (System Assurance team); specifically when there are issues, this team provides a review of customer infrastructure to pinpoint the source of the issue when it is unclear whether the issue is software or environmentally related.
2. Application configuration, compliance adherence and custom software modifications (Application Specialists); specifically assists customer with configuration changes needed to optimize operational workflow and support compliance reporting requirements.
3. Custom forms (Form Development team); specifically provides form optimizations found as a result of working with the forms in a production environment.
4. Priority Warranty Items / Release upgrades (Project Manager or Optimization Manager, with assistance from the appropriate teams); specifically works with customer to implement the priority warranty item release upgrades and to ensure the upgrades perform as expected.
5. Release Pathing / Open item review (Project Manager or Optimization Manager, with assistance from the appropriate teams); scheduled, proactive review of customer open items to cleanse prior to transition to ongoing operations. In addition, work with customer to determine release pathing based on assessment of 90 day post go live optimization period.

Customer Responsibilities: Identify primary and secondary staff responsible for submission and correction of state reports. Also, identify state contact and state testing procedures to ensure the state is prepared to assist with the analysis and evaluation of report submissions in order to expedite returns and error reporting.

For operational optimization, provide access and staff support as necessary to support the optimization activities.

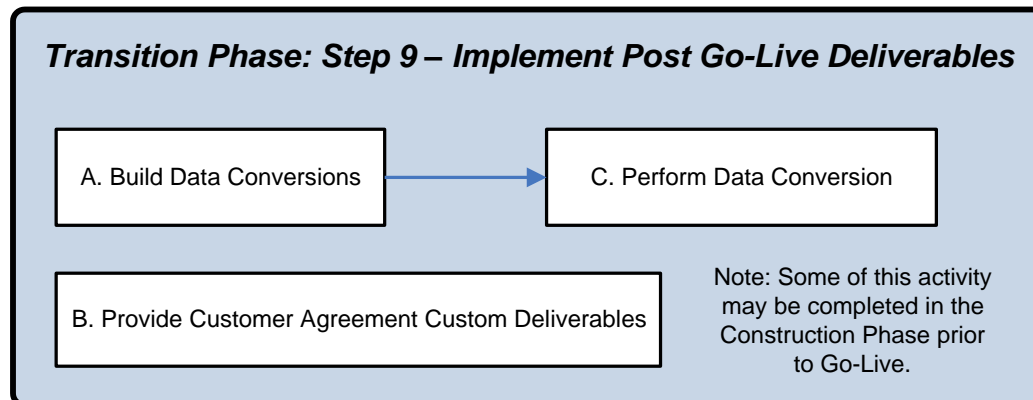
Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. State contact for submission management
3. A minimum of 60 days of live operation
4. Documented state submission requirements
5. Training facilities
6. Agency staff identified as primary and secondary parties responsible for state submission

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. State submission within accepted error rates
3. Open item list and corresponding release pathing plan

Step 9: Implement Post Go-Live Deliverables

**A. Build Data Conversions**

Overview: New World will provide the Customer requested data conversion as described in the Customer Agreement. Depending on the decisions made in the Planning Phase, the data conversion processes may be aligned with the go-live schedule, which means this event would then be included in the initial solution build (Step 5).

New World responsibilities:

1. New World will provide the data conversion programs to convert Customer's legacy data to the New World standard software for the modules specified in the Data Conversion Migration Plan.
2. New World will provide Customer up to two test sets of converted data. Additional test sets requested will require additional conversion costs.
3. As provided in the approved Project Plan, New World will schedule a conversion analysis trip and a separate data conversion test trip to Customer's location. The conversion test trip is part of delivering the conversion programs to Customer.
4. New World will provide Customer with a Data Conversion Migration Plan for sign off prior to starting development of data conversion programs. No conversion programming by New World will commence until Customer signs this document.

Customer responsibilities:

1. Data files from Customer's current database are included in this conversion. Customer will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Supply data to be converted.
3. As provided in the Project Plan, Customer will provide a dedicated contact for each application area to focus on conversion mapping and testing tasks. Responsibilities include dedicating a support person(s) whenever members of the New World's team are on site regarding conversions. Roughly a one-to-one time ratio exists for Customer commitment and New World commitment.
4. Data Conversion testing. Customer understands that thorough and timely testing of converted data by Customer's SMEs is a key part of a successful data conversion.
5. Customer agrees to promptly review and sign off on the data conversions after the final test run is completed.

Inputs (prerequisites):

1. Approved Data Conversion/Migration Plan
2. Data to be converted

Outputs (completion criteria):

1. Completed data conversion programs
2. Conversion test sign-off

B. Provide Customer Agreement Custom Deliverables

Overview: New World will provide Customer requested standard software enhancements and/or custom software (including interfaces and state reporting) as described in the Customer Agreement.

New World responsibilities:

1. New World will develop and implement custom software and interfaces
2. New World will provide training for enhancements and/or custom software

Customer responsibilities:

1. Provide resources to support the installation of software upgrades when enhancements and/or custom software are available, including interfaces and state reporting
2. Attend training as required

Inputs (prerequisites):

1. Completed enhancements and/or custom software / interfaces
2. Customer to confirm functionality of software within the scope of the Requirements Document

Outputs (completion criteria):

1. Upgraded application with enhancements and/or custom software
2. Trained personnel

C. Perform Data Conversion

Overview: Using the established guidelines from the contract, execute the data conversion to migrate data from legacy systems to the New World application. Depending on Project Plan requirements, this conversion can be completed in one or two phases as part of pre-live, live or post-live operations.

New World responsibilities:

1. Follow established Data Conversion/Migration Plan; the plan will identify data sources to be converted, data sources to be migrated, the database type, database design and any detected data mapping issues or exceptions
2. Execute Data Conversion as outlined in the Project Plan to ensure legacy data can be accessed on production systems as confirmed through previous conversion tasks.

Customer responsibilities:

1. Provide New World with access to production server and window of downtime required to execute conversion
2. Analyze data and document any discrepancies or concerns with data conversion
3. Provide dedicated internal contact for support and assistance with data conversion operations

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Data Conversion Packet
3. Approved Data Conversion/Migration Plan

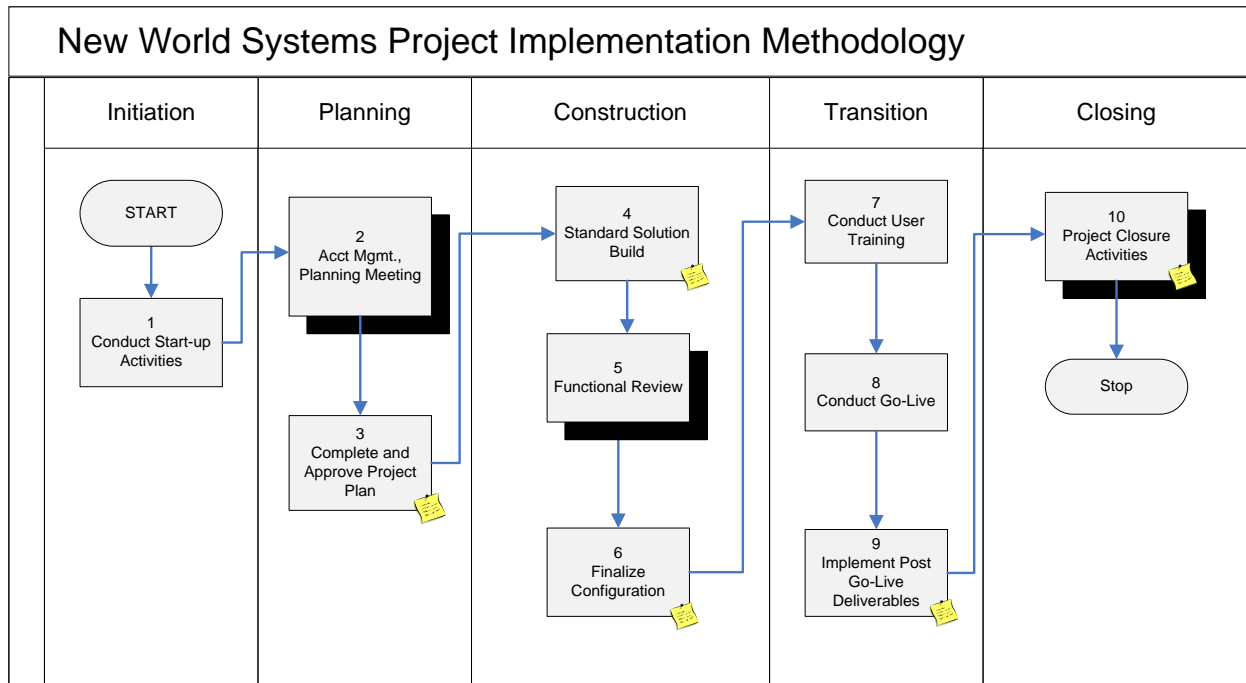
Outputs (completion criteria):

1. Customer review and sign off on Acceptance of Data Conversion
2. Post-Trip Report (if conducted on site)

PHASE: Closing

Purpose: Review the project, approve closure, disengage project management and transition Customer to the Account Management Team.

Description of Phase: The Closing Phase consists of one step. During this Phase, the New World Project Manager reviews the project with Executive Management, closes out all remaining documentation tasks and disengages from the project. The Account Management Team assumes all responsibilities for ongoing support of the system and Customer.



LEGEND



Step



Task Includes Customer Executive Review Meetings



Requires Authorized Customer Signoff

Step 10: Project Closure Activities

Transition to Account Management

Overview: At the conclusion of the project, the New World applications are fully live and functional in the Customer's environment with all required components delivered and operational. During this event, the New World Project Manager or Optimization Manager will schedule a formal turnover of the Customer to the New World Account Management Team, which includes the Executive Sponsor, Customer Support and Customer Care. The managers of Customer Care and Support introduce their department structure and review the services each team provides.

Many of these individuals will have been part of the project, so this transition should be relatively seamless.

Project closure will also be finalized with the Customer, ensuring the Customer and the New World Customer Support team members are aware of the overall deployment of the New World implementation and that all questions have been addressed and exceptions are incorporated into the sign-off document.

New World responsibilities:

1. The New World Project Manager will coordinate a meeting, either via teleconference or on site, to review the project status and transition ongoing communications with the Customer to the assigned Account Team
2. Managers of New World Customer Support create and distribute agenda
3. Prepare the sign-off documentation
4. The Project Manager or Optimization Manager and PMO will review all project financials to ensure all deliverables for the Customer Agreement are delivered, billed and paid

Customer responsibilities:

1. Provide appropriate personnel for the support turnover meeting
2. Provide a location with a conference phone for the support turnover meeting
3. Project Closure sign-off

Inputs (prerequisites):

1. Agenda
2. Scheduled meeting
3. Open item list and corresponding release pathing plan
4. Project Closure sign-off template

Outputs (completion criteria):

1. Account Management engaged to support the Customer
2. Project Closure sign-off

Regular City Council Meeting

Meeting Date: 07/08/2013

TITLE: Memorandum of Understanding with Yellowstone County on Public Safety Software Upgrade

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

City staff is proposing to upgrade the New World Public Safety software, including a 10-year maintenance contract and to share the cost with Yellowstone County through a memorandum of understanding (MOU). A MOU has been signed by Yellowstone County pledging to provide financial support for their portion of the software upgrade, the related travel expenses, and the on-going annual maintenance. Staff is requesting that the City Council consider and approve the MOU.

The City of Billings and Yellowstone County have cooperatively used the New World Public Safety software for over 20 years. Both entities have worked together for the past 8 months on the proposal for this upgrade and will both benefit greatly from the software upgrade and from the cost savings of signing the 10-year maintenance contract. Computer Aided Dispatch (CAD), Law Enforcement Records, Corrections, Mug Shot module, Mobile Interface, and Decision Analysis & Reporting are a representation of the mission critical software modules that are proposed to be updated over a 12 - 18 month conversion process.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Memorandum of Understanding (MOU) with Yellowstone County.
- Not approve the MOU with Yellowstone County. The City would have to revisit the roadmap for how to upgrade the public safety modules without cooperative assistance from Yellowstone County.

FINANCIAL IMPACT

The proposed New World MSP upgrade cost is \$741,000. The City of Billings proposes to pay \$599,904 with Yellowstone County paying the remaining \$141,096. The City and County will share the annual maintenance costs which are projected at \$223,929 annually for the 1st 5 years (City \$183,412 & County \$ 40,517) and \$ 244,714 annually for years 6 - 10 (City \$200,276 & County \$44,438). New World's installation and training travel costs will be billed as incurred over the 12 - 18 month conversion timeframe. The MOU contains a list of the projected number of trips and the estimated cost per City Department and for Yellowstone County.

Note: The MOU document shows a total annual cost of \$217,000 for the first 5 years and an annual cost of \$238,000 for years 6 - 10. The annual maintenance listed above and on the contract from New World is higher by approx. \$7,000 per year due to the late addition of a Decision Analysis & Mapping software for the Fire Department and a Web CAD Monitor

package for the Police Department. The annual amount for Yellowstone County has not changed.

RECOMMENDATION

Staff recommends that Council approve the Memorandum of Understanding with Yellowstone County that will share the cost of the public safety software, the travel related expenses, and the on-going 10-year maintenance contract.

APPROVED BY CITY ADMINISTRATOR

Attachments

MOU City/County New World Software

Memorandum of Understanding (MOU)

City/County New World MSP Software Upgrade & 10 Year Maintenance Agreement

1. Parties:

This memorandum of understanding (MOU) is made this _____ day of _____, 20__ by and between the City of Billings, Montana, 210 North 27th Street, Billings, MT 59101 (City), and Yellowstone County, Montana, 217 North 27th Street, Billings, MT 59101 (County).

2. Purpose:

The City and County wish to work cooperatively on the upgrade of the existing New World public safety software to the New World MSP windows based software. In addition, the City and County wish to agree to a 10-year maintenance agreement for the on-going maintenance of the New World MSP software. The County wishes to include their annual maintenance for Mobile Software in the 10-year agreement.

3. Effective Date:

This MOU is effective upon written approval by both parties and shall be in effect for Ten (10) years from the last approval date by either the City or County. Thereafter a new MOU may be negotiated between the City and County. Yellowstone County agrees to pay the City of Billings the pre-determined portion of the upgrade cost, Yellowstone County's portion of the estimated travel costs, and Yellowstone County's portion of the on-going maintenance for the 10-year period of the New World contract.

4. Responsibilities:

The City has an existing Master Agreement with New World Systems for the core application software used by both the City and the County and the City's mobile software licenses. The City will sign an addendum to our Master Contract with New World that covers the entire upgrade of the application software to the new MSP version, a 10-year maintenance agreement, and the addition of the annual maintenance for the County's Mobile licenses. Attachment "A" includes a summary of the expected costs for the upgrade, the on-going annual maintenance agreement, and the estimated travel related expenses. The County agrees to pay the City their portion of the invoices received for the upgrade of the application software to the new MSP software, for the County's portion of the on-going annual maintenance, and for the County's portion of the travel expenses. The upgrade to MSP will take approximately 18 – 24 months to complete. The total upgrade costs will be spread out over the life of the upgrade project, the maintenance costs will be billed annually, and the travel expenses will be billed as incurred. Upon receiving an invoice from New World, the City will bill the County for their portion of the invoice. The County agrees to pay the City within (30) days of receiving the bill from the City.

5. Contacts:

City of Billings: David Watterson, Chief Information Officer – 406-657-8330

Yellowstone County: Michael Linder, Sheriff - 406-256-2929

6. Modifications and Amendments:

Any amendment or modification of this MOU or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this MOU.

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

CITY OF BILLINGS, MONTANA _____
By: Thomas W. Hanel, Mayor

YELLOWSTONE COUNTY, MONTANA _____
By: Commissioner

APPROVED AS TO FORM:

By Brent Brooks
Brent Brooks, City Attorney

By [Signature]
, County Attorney

Memorandum of Understanding (MOU)

City/County New World MSP Software Upgrade & 10 Year Maintenance Agreement

Attachment "A"

Cost Summary by Department/Agency for MSP Upgrade:

CAD	\$ 249,865	
9-1-1	\$ 20,170	
Police	\$ 329,869	
Yellowstone County	<u>\$ 141,096</u>	
Project Total:	\$ 741,000	(Note: Total does NOT include travel & related expenses.)

Proposed Payments to New World for MSP Upgrade:

		Total Due	YC Share	City Share
Upon Contract Approval	30%	\$ 222,300	\$ 42,329	\$ 179,971
Full Project Plan is Approved	30%	\$ 222,300	\$ 42,329	\$ 179,971
End-User Training is Completed	20%	\$ 148,200	\$ 28,219	\$ 119,981
Final Approval	20%	<u>\$ 148,200</u>	<u>\$ 28,219</u>	<u>\$ 119,981</u>
Totals:		\$ 741,000	\$ 141,096	\$ 599,904

Projected Annual Maintenance:

	Years 1 - 5	Years 6 - 10
CAD	\$ 30,248 /yr	\$ 33,175 /yr
9-1-1	\$ 2,362 /yr	\$ 2,591 /yr
Police	\$ 39,262 /yr	\$ 43,062 /yr
Yellowstone County	\$ 16,517 /yr	\$ 18,115 /yr
Fire Records	\$ 12,793 /yr	\$ 14,031 /yr
Police Mobile	\$ 85,350 /yr	\$ 93,610 /yr
Sheriff Mobile	<u>\$ 24,000 /yr</u>	<u>\$ 26,323 /yr</u>
Totals:	\$ 217,000 /yr	\$ 238,000 /yr

Mayor Initials



Commissioner Initials

Memorandum of Understanding (MOU)

City/County New World MSP Software Upgrade & 10 Year Maintenance Agreement

Attachment "A"

Cost Sharing Estimates for New World Trips:

<i>Trip Description</i>	<i># of Trips</i>	<i>Est. Cost</i>	<i>CAD</i>	<i>911</i>	<i>Police</i>	<i>Sheriff</i>	<i>Fire</i>
<i>Project Mgmt</i>	<i>12</i>	<i>\$18,000</i>	\$6,095	\$491	\$7,972	\$3,442	
<i>CAD</i>	<i>11</i>	<i>\$16,500</i>	\$16,500				
<i>Records</i>	<i>9</i>	<i>\$13,500</i>			\$13,500		
<i>Corrections</i>	<i>9</i>	<i>\$13,500</i>				\$13,500	
<i>Mobile</i>	<i>5</i>	<i>\$7,500</i>			\$3,750	\$3,750	
<i>IT</i>	<i>2</i>	<i>\$3,000</i>	\$1,016	\$82	\$1,329	\$574	
<i>Fire</i>	<i>1</i>	<i>\$1,500</i>					\$1,500

Estimated

Totals: ***49*** ***\$73,500*** ***\$23,611*** ***\$573*** ***\$26,551*** ***\$21,265*** ***\$1,500***

Notes:

- 1) New World Estimates 49 Trips at a total cost of \$ 73,500. This represents an estimate of \$ 1,500/trip. New World has agreed to work with the City and County to reduce the number of trips where possible.
- 2) Trips are billed at actual cost as travel costs are incurred. Therefore, travel will be incurred in the FY14 & FY15 budgets.
- 3) The cost sharing percentages for "Project Mgmt" & "IT" related trips were modeled after the same percentages used to share the cost of the upgrade software & services.

Mayor Initials



 Commissioner Initials

Regular City Council Meeting

Meeting Date: 07/08/2013

TITLE: Settlement Approval-MMIA v. City of Billings and Specialty National

PRESENTED BY: Brent Brooks

Department: Legal

Information

PROBLEM/ISSUE STATEMENT

In 2006, a Billings Police officer sued the City and several individual Billings Police Department (BPD) officers alleging various state and federal free speech constitutional violations and a state Safe Place to Work violation. The case was filed in state District Court in Billings. The City's insurance carrier, the Montana Municipal Interlocal Authority (MMIA) provided one defense counsel to represent the City and another defense counsel to represent the individual BPD officers. The individually named officers were dismissed from the case a short time before trial in mid-2007. The trial occurred in July 2007 with the City as the only remaining defendant. Four counts of alleged state and federal violations were presented to a jury and resulted in a \$1,300,000 jury verdict against the City/BPD. The MMIA paid the total judgment of \$1,600,000 to the plaintiff BPD officer and his attorney, which consisted of the verdict of \$1,300,000, attorneys fees of approximately \$292,000 and trial costs of approximately \$17,000.

The MMIA later made informal demands that the City pay approximately \$950,000, asserting that some or most of the four counts that went to trial were not covered by the Memorandum of Coverage document that the MMIA and its member cities operated under at the time. The City declined to pay this amount. In January 2010, the MMIA filed a Declaratory Judgment petition in Helena District Court seeking the Court's interpretation of the insurance coverage, asking the Court to apportion the verdict and to order the City to pay \$950,000. The MMIA petition also requested pre-judgment interest beginning in 2008 and asked for the MMIA's attorneys fees arising from the petition filed in Helena. The case has mainly been dormant since 2010 with periodic informal discussion among the attorneys to determine if a settlement could be reached.

Recently a settlement master suggested an amount to the MMIA and the City that, in his opinion, was a reasonable settlement amount given his assessment of the respective risks that both the MMIA and City bore in proceeding with contesting the MMIA's case filed in Helena. The settlement master suggested \$500,000 from the City to settle the coverage dispute and the balance of \$1,100,000 would be absorbed by the MMIA.

In a recent litigation strategy session with the Mayor and City Council, the risks and alternatives of the proposed settlement were discussed by City Administrator Tina Volek, retained insurance coverage attorneys Carey Matovich and Jesse Myers of Matovich, Keller and Murphy and City Attorney Brent Brooks. After the discussion, the Mayor and Council requested the settlement be placed on a regular City Council meeting agenda for approval or disapproval of the settlement master's suggested amount of \$500,000.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the settlement amount of \$500,000 to resolve the case and achieve a final dismissal as fully settled on the merits; or
- Disapprove the settlement amount; or
- Direct staff to proceed with contesting the case through cross-motions for summary judgment before the District Court in Helena.

FINANCIAL IMPACT

If settlement of \$500,000 is approved, the City would be required to pay this amount to the MMIA. The funds will primarily come from vacancy savings in the Billings Police Department because the Deputy Police Chief position has remained vacant for five fiscal years. The funds were transferred from the department budget to the property and liability fund, which will pay the settlement.

RECOMMENDATION

Staff recommends that the City Council approve the settlement proposal and grant authority for the Mayor to execute appropriate settlement and mutual release documents to complete the disposition of the case.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 07/08/2013

TITLE: Approval of Easements with NorthWestern Energy to Provide Power Feeds for the New Runway Weather Information System

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

NorthWestern Energy is requesting two Easements at the Airport to provide electrical power feeds needed to supply power to components of a new Runway Weather Information System (RWIS) to be installed during the Runway 10L/28R Rehabilitation Project. The new RWIS will assist staff during Winter operations using weather and temperature monitoring equipment, and computer analysis to determine the proper surface temperature for applying deicing fluid to the runway surface in order to prevent ice buildup. The installation of the RWIS requires two power feeds, one on each end of the runway, to provide power to the system's two remote data processing units. The easement for the electrical feed on the east end will be approximately 1,100 feet long and the easement for the electrical feed on the west end will be approximately 600 feet long. Since the new power feeds and associated easements will be on Airport property, two Right-of-Way Easements must be approved by the City Council and signed by the Mayor before the electrical feeds can be installed.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the easements with NorthWestern Energy; or
- Decline to approve the easements, subsequently delaying the installation of the RWIS that is being coordinated for installation during the Runway 10L/28R Rehabilitation Project.

FINANCIAL IMPACT

These Easements will not result in any additional financial impact to the City of Billings. The cost of the electrical install needed for the RWIS is included in the Runway Rehabilitation project.

RECOMMENDATION

Staff recommends the City Council approve the Right-of-Way Easements at the Airport with NorthWestern Energy for the installation of the two new power feeds required for the new RWIS.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 07/08/2013

TITLE: Submittal of Application and Acceptance of 2013 Internet Crimes Against Children (ICAC) Continuation Grant in the Amount of \$256,253

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

The City was notified that it is eligible for an Internet Crimes Against Children (ICAC) Grant for 2013 in the amount of \$256,253. This will be the seventh year that the City will receive the grant. This grant financially supports the Billings Police Department and eleven affiliated agencies in the education, investigation, and prosecution of on-line child exploitation and pornography cases. This grant is for the twelve (12) month period of July 1, 2013, through June 30, 2014 and will provide funding for the salary and benefits of the program manager, overtime for the Montana affiliate task force officers, training, equipment, and supplies. City Council is being asked to approve submitting the continuation grant application, to accept the grant award in the amount of \$256,253, and when the award documents are received, to authorize the Mayor to sign them.

ALTERNATIVES ANALYZED

The City Council may:

- Approve application submittal and finalization of the 2013 ICAC Continuation Grant; or
- Not approve application submittal and finalization of the 2013 ICAC Continuation Grant, which would result in less resources to investigate internet based child exploitation and pornography cases.

FINANCIAL IMPACT

One officer is assigned to the grant to investigate internet based child exploitation and pornography cases. This position is already budgeted in the Detectives Division however, overtime and operational costs related to on-going investigations will be reimbursed by the grant. There will be City dollars spent, but these expenditures will be reimbursed through quarterly draws.

RECOMMENDATION

Staff recommends that City Council approve submitting the 2013 ICAC Continuation Grant application, accept the grant award in the amount of \$256,253, and when the award documents are received, to authorize the Mayor to sign.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 07/08/2013

TITLE: Resolution Approving up to \$30,000 Council Contingency Expenditure for Centennial Park Master Plan Amendment

PRESENTED BY: Bruce McCandless, Asst City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

At the June 24, 2013 meeting, Council directed staff to prepare a Resolution that commits up to \$30,000 of Council Contingency to a Centennial Park Master Plan amendment. This action followed the Council's termination of the lease with the Billings Community Youth Foundation for approximately 8 acres in the southern portion of the park and freed it for other development. The lease cancellation included instructions to the Park Board that it work with community groups to determine interests and to assess their resources for developing the park. Prior to any alternative development, a park master plan amendment is necessary because the current plan does not allow for other uses. PRPL staff developed the estimate by consulting with landscape architects about the likely cost for a plan amendment.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove the resolution. Approving it will allow the Board and PRPL staff to develop the amended plan and submit it to Council for final approval. Disapproving the resolution will force the Board and staff to find other resources for the plan amendment. Those resources might come from groups interested in developing the park or from other PRPL sources that have not been identified to date.

FINANCIAL IMPACT

The City Council annually budgets \$65,000 for the Contingency Account. This account is a division in the General Fund. If the Council approves this expense, the account balance will be \$35,000. The budget authority will be transferred to an account in the PRPL division of the General Fund and will be used only for this project.

RECOMMENDATION

Staff recommends that the City Council approve the resolution that allocates up to \$30,000 for a Centennial Park Master Plan amendment.

APPROVED BY CITY ADMINISTRATOR

Attachments

Council contingency - Centennial park plan amend 7-8-13

RESOLUTION NO. 13-

A RESOLUTION BY THE BILLINGS MONTANA CITY COUNCIL, APPROVING
THE EXPENDITURE OF UP TO \$30,000 OF COUNCIL CONTINGENCY FUNDS
FOR A CENTENNIAL PARK MASTER PLAN AMENDMENT

WHEREAS, the Centennial Park Master Plan includes a proposed indoor hockey arena on the southern approximately 8 acres of the park, and

WHEREAS, the plan was based on a lease of that land from the City to the Billings Amateur Hockey League, which was subsequently transferred to the Billings Community Youth Foundation, and

WHEREAS, the lessee failed to comply with several lease requirements and the City Council decided to terminate the lease on June 24, 2013, and

WHEREAS, the Parks, Recreation and Public Lands Board and staff are prepared to work with community groups to determine interest in and their resources for developing the park land that was formerly leased, and

WHEREAS, any Centennial Park development other than the hockey arena requires a park master plan amendment, and

WHEREAS, the estimated cost for amending the Centennial Park Master Plan is up to \$30,000 and the Department of Parks, Recreation and Public Lands did not budget FY 2014 funds for this expense.

NOW, THEREFORE BE IT RESOLVED BY THE BILLINGS CITY COUNCIL THAT up to \$30,000 of Council Contingency funding is approved for preparing a Centennial Park Master Plan amendment that will include public and interest group input and will accommodate alternative development of the Park's southern 8 acres.

ADOPTED by the Billings City Council on July 8, 2013.

Thomas W. Hanel, Mayor

Attest:

Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 07/08/2013

TITLE: Resolution Authorizing the Issuance and Calling for the Negotiated Sale for SID Bonds

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Two Special Improvement District (SIDS) projects, 1394 and 1395 will be pooled together for a bond sale. SID 1394 will construct the missing curb and gutter, drive approaches, and street improvements to Macona Lane. SID 1395 will construct public improvements on Boca Raton Road between Annandale Road and Clubhouse Way and a short extension of Annandale Road. These improvements generally consist of water, sanitary sewer, storm drain, curb and gutter, and street improvements to Boca Raton Road and Annandale Road. The combined bond amount is estimated to be \$250,000. Upon approval on the resolution, the negotiations can proceed for the sale of the bonds.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve the resolution and find another financing source

FINANCIAL IMPACT

The financial impact will be determined after the bond sale.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution authorizing a negotiated bond sale for SIDs 1394 and 1395.

APPROVED BY CITY ADMINISTRATOR

Attachments

resolution SID neg sale

CERTIFICATE AS TO RESOLUTION AND VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO UP TO \$250,000 POOLED SPECIAL IMPROVEMENT DISTRICT BONDS (SPECIAL IMPROVEMENT DISTRICT NOS. 1394 AND 1395); AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF AND AUTHORIZING THE PLEDGE OF THE REVOLVING FUND TO THE SECURITY THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on July 8, 2013, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 8th day of July, 2013.

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO UP TO \$250,000 POOLED SPECIAL IMPROVEMENT DISTRICT BONDS (SPECIAL IMPROVEMENT DISTRICT NOS. 1394 AND 1395); AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF AND AUTHORIZING THE PLEDGE OF THE REVOLVING FUND TO THE SECURITY THEREOF

BE IT RESOLVED by the City Council (the “Council”) of the City of Billings, Montana (the “City”), as follows:

Section 1. Recitals.

1.01. Prior Acts. This Council has duly and validly created and established in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the “Act”), special improvement districts, designated as Special Improvement District No. 1394 (“District No. 1394”), and Special Improvement District No. 1395 (“District No. 1395” and, together with District No. 1394, the “Districts”), for the purpose of financing costs of certain public improvements of special benefit to the properties within the Districts (the “Improvements”) and paying costs incidental thereto (the “Incidental Costs”), including costs associated with the sale and the security of special improvement district bonds of the City drawn on the Districts, the creation and administration of the Districts and the funding of deposits to the City’s Special Improvement District Revolving Fund (the “Revolving Fund”).

1.02. Proposed Bond Issue. The City proposes to issue special improvement district bonds of the City drawn against the Districts in the maximum estimated principal amount of \$250,000 to pay a portion of the costs of the Improvements and Incidental Costs (the “Bonds”). The Bonds are to be payable primarily from special assessments to be levied against property within the Districts, which property will be specially benefited by the Improvements. Assessments will be levied against the property within the Districts in an amount not less than the principal amount of the Bonds to be issued.

The costs of the Improvements and Incidental Costs are currently estimated, as follows:

	<u>District No.</u>	<u>District No. 1395</u>
Construction	\$91,512.00	\$765,480.94
Contingency	—	76,548.09
Design and CA	13,125.20	106,396.60
Total Project Costs	<u>\$104,637.20</u>	<u>\$948,425.63</u>
Less City Contribution	(23,584.60)	(130,569.99)
Less Property Owner Contributions	(25,930.11)	(666,400.99)
Project Costs to be Assessed	<u>\$55,122.49</u>	<u>\$151,454.74</u>
City Financing Fee	1,675.00	4,575.00
Engineering Fee	2,345.00	6,405.00

Revolving Fund Deposit	3,350.00	9,150.00
Costs of Issuance	4,350.00	11,150.00
Rounding	157.51	265.26
Total	<u>\$67,000.00</u>	<u>\$183,000.00</u>

1.03. Pooling. The City is authorized pursuant to Montana Code Annotated, Section 7-12-4193, to issue and sell special improvement district bonds of more than one district in a single offering on a pooled basis upon a determination that such pooling is in the best interests of the Projects and the City and will facilitate the sale of the bonds under more advantageous terms or with lower interest rates.

Section 2. Sale and Term of Bonds.

2.01. Principal Amount. Pursuant to Sections 7-7-4204 and 17-5-107, Montana Code Annotated, this Council hereby determines that it is in the best interests of the Projects and the City to sell the Bonds in a single pooled offering for the Projects, at a private negotiated sale at a price not less than 97% of the principal amount thereof, including interest thereon to the date of delivery. The City Finance Director is authorized to select one or more purchasers (the “Purchasers”) for the Bonds and to negotiate the sale thereof, subject to section 2.02.

<u>District</u>	<u>Principal Amount</u>
District No. 1394	\$ 67,000.00
District No. 1395	\$183,000.00

2.02. Pricing and Terms. The Bonds shall be sold to the Purchasers, in consultation with Springsted Incorporated, the City’s financial advisor, on the terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Bonds shall not exceed \$250,000; (2) the interest on the Bonds shall not exceed 5.0%; (3) the purchase price of the Bonds shall not be less than 100% of the principal amount thereof; (4) the term of the Bonds shall not exceed 15 years; (5) the Bonds shall be payable from special assessments to be levied against property in the District; and (6) the Bonds shall be callable from the prepayment of special assessments.

All costs of issuing the Bonds (including, without limitation, the fees and expenses of Dorsey & Whitney LLP, the City’s Bond Counsel, the fees of Springsted Incorporated, the City’s financial advisor, the fees of the Paying Agent and Registrar and the costs of printing the Preliminary Official Statement, the Official Statement and the Bonds, if any) shall be paid by the City as part of the financing from proceeds of the Bonds or other available sources.

2.03. Bond Purchase Agreement. The City Administrator and City Finance Director, in consultation with Springsted Incorporated, are hereby authorized and directed to approve the final principal amount of the Bonds, dated date, the amount of the serial maturities, interest rates and redemption provisions of the Bonds, subject to the limitations contained in Section 2.02 and the Act. Upon approving such terms, the City Administrator and City Finance Director are hereby authorized and directed to approve, execute and deliver to the Purchaser a bond purchase agreement (the “Bond Purchase Agreement”), containing the agreement of the City to sell, and

the agreement of the Purchaser to purchase, the Bonds on the terms so approved, and containing such other provisions as such officers shall deem necessary and appropriate. In the event of the absence or disability of the City Administrator and City Finance Director, the Mayor or Deputy City Administrator shall make such approvals and execute and deliver the Bond Purchase Agreement. The execution and delivery by appropriate officers of the City of the Bond Purchase Agreement shall be conclusive as to the approval of such officers of the terms of the Bonds and the agreement of the City to sell the Bonds on such terms in accordance with the provisions thereof.

The form of the Bonds and the final terms and conditions thereof shall be prescribed by a subsequent resolution to be adopted by this Council.

Section 3. Pledge of Revolving Fund. In the Resolutions of Intention To Order in the Projects, adopted on February 13, 2012 and February 27, 2012, respectively, this Council found it to be in the public interest, and in the best interest of the City and the Projects, to secure payment of principal of and interest on the Bonds by the Revolving Fund and authorized the City to enter into the undertakings and agreements authorized in the Act in respect of the Bonds, based on the factors required to be considered under Section 7-12-4225(4) of the Act. Those findings and determinations were ratified and confirmed in the resolutions ordering the Projects adopted by this Council on March 12, 2012 and March 26, 2012, respectively, and are hereby ratified and confirmed. It is hereby covenanted and recited that the City has the power under the Act to pledge the Revolving Fund to payment of the principal of and interest on the Bonds.

Section 4. Preliminary Official Statement. The City Finance Director, together with Springsted and Dorsey & Whitney LLP, the City's bond counsel, are authorized to prepare on behalf of the City an Official Statement to be distributed by the Purchasers to prospective purchasers of the Bonds, if necessary for the sale of the Bonds. The Official Statement shall contain such information as shall be advisable and necessary to describe accurately the City and the security for, and the terms and conditions of, the Bonds. The City Administrator and the City Finance Director are authorized on behalf of the Council to deem the Preliminary Official Statement near "final" as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 8th day of July, 2013.

Mayor

Attest: _____
City Clerk

Regular City Council Meeting

Meeting Date: 07/08/2013

TITLE: Authorizing the Issuance and Calling for a Negotiated Sale for Sidewalk Bonds

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Two sidewalk projects, WO 10-27 and WO 12-02, will be pooled together for a bond sale. WO 10-27 consists of curb and gutter, sidewalk, drive approaches and street widening on Central Avenue from 29th St W to 32nd St W. WO 12-02 is for miscellaneous improvements done at various locations throughout the City. The total amount of the bonds will be approximately \$305,000. Upon approval of the resolution, the negotiations can proceed for the sale of the bonds.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve the resolution and find another financing source

FINANCIAL IMPACT

The financial impact will be determined after the bond sale.

RECOMMENDATION

Staff recommends that the Council approve the attached resolution that authorizes a negotiated sale for the indicated projects.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution neg sale

CERTIFICATE AS TO RESOLUTION AND VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO UP TO \$305,000 POOLED SPECIAL SIDEWALK, CURB, GUTTER AND ALLEY APPROACH BONDS, SERIES 2013; AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF AND AUTHORIZING THE PLEDGE OF THE REVOLVING FUND TO THE SECURITY THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on July 8, 2013, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____
_____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 8th day of July, 2013.

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO UP TO \$305,000 POOLED
SPECIAL SIDEWALK, CURB, GUTTER AND ALLEY
APPROACH BONDS, SERIES 2013; AUTHORIZING THE
ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF
AND AUTHORIZING THE PLEDGE OF THE REVOLVING
FUND TO THE SECURITY THEREOF

BE IT RESOLVED by the City Council (the “Council”) of the City of Billings, Montana (the “City”), as follows:

Section 1. Recitals.

1.01. Prior Acts. This Council has duly and validly created and established in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the “Act”), special improvement projects, designated as the W.O. 10-27, Central Avenue Sidewalks, 29th to 32nd Streets West (the “Central Avenue Improvements”) and the W.O. 12-02, Miscellaneous/Developer-Related Improvements (the “Miscellaneous Improvements” and, together with the Central Avenue Improvements, the “Projects”), for the purpose of financing costs of certain public improvements of special benefit to the properties within the Projects (the “Improvements”) and paying costs incidental thereto (the “Incidental Costs”), including costs associated with the sale and the security of special sidewalk, curb, gutter and alley approach bonds of the City drawn on the Projects, the creation and administration of the Projects and the funding of deposits to the City’s Special Improvement Project Revolving Fund (the “Revolving Fund”).

1.02. Proposed Bond Issue. The City proposes to issue special sidewalk, curb, gutter and alley approach bonds of the City drawn against the Projects in the maximum estimated principal amount of \$305,000 to pay a portion of the costs of the Improvements and Incidental Costs (the “Bonds”). The Bonds are to be payable primarily from special assessments to be levied against property within the Projects, which property will be specially benefited by the Improvements. Assessments will be levied against the property within the Projects in an amount not less than the principal amount of the Bonds to be issued.

The costs of the Improvements and Incidental Costs are currently estimated, as follows:

	<u>Central Avenue</u> <u>Improvements</u>	<u>Miscellaneous</u> <u>Improvements</u>
Construction	\$18,539.56	\$236,332.03
City Financing Fee	554.65	7,070.35
Engineering	776.51	9,898.49
Administration	554.65	7,070.35
Revolving Fund Deposit	1,109.30	14,140.70
Costs of Issuance	625.57	7,974.43
Rounding	25.71	327.71

Total	\$22,185.94	\$282,814.06
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1.03. Pooling. The City is authorized pursuant to Montana Code Annotated, Section 7-12-4193, to issue and sell special improvement district bonds of more than one district in a single offering on a pooled basis upon a determination that such pooling is in the best interests of the Projects and the City and will facilitate the sale of the bonds under more advantageous terms or with lower interest rates.

Section 2. Sale and Term of Bonds.

2.01. Principal Amount. Pursuant to Sections 7-7-4204 and 17-5-107, Montana Code Annotated, this Council hereby determines that it is in the best interests of the Projects and the City to sell the Bonds in a single pooled offering for the Projects, at a private negotiated sale at a price not less than 97% of the principal amount thereof, including interest thereon to the date of delivery. The City Finance Director is authorized to select one or more purchasers (the “Purchasers”) for the Bonds and to negotiate the sale thereof, subject to section 2.02.

<u>Project</u>	<u>Principal Amount</u>
Central Avenue Improvements	\$ 22,185.94
Miscellaneous Improvements	\$282,814.06

2.02. Pricing and Terms. The Bonds shall be sold to the Purchasers, in consultation with Springsted Incorporated, the City’s financial advisor, on the terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Bonds shall not exceed \$305,000; (2) the interest on the Bonds shall not exceed 5.0%; (3) the purchase price of the Bonds shall not be less than 100% of the principal amount thereof; (4) the term of the Bonds shall not exceed 12 years; (5) the Bonds shall be payable from special assessments to be levied against property in the District; and (6) the Bonds shall be callable from the prepayment of special assessments.

All costs of issuing the Bonds (including, without limitation, the fees and expenses of Dorsey & Whitney LLP, the City’s Bond Counsel, the fees of Springsted Incorporated, the City’s financial advisor, the fees of the Paying Agent and Registrar and the costs of printing the Preliminary Official Statement, the Official Statement and the Bonds, if any) shall be paid by the City as part of the financing from proceeds of the Bonds or other available sources.

2.03. Bond Purchase Agreement. The City Administrator and City Finance Director, in consultation with Springsted Incorporated, are hereby authorized and directed to approve the final principal amount of the Bonds, dated date, the amount of the serial maturities, interest rates and redemption provisions of the Bonds, subject to the limitations contained in Section 2.02 and the Act. Upon approving such terms, the City Administrator and City Finance Director are hereby authorized and directed to approve, execute and deliver to the Purchaser a bond purchase agreement (the “Bond Purchase Agreement”), containing the agreement of the City to sell, and the agreement of the Purchaser to purchase, the Bonds on the terms so approved, and containing such other provisions as such officers shall deem necessary and appropriate. In the event of the absence or disability of the City Administrator and City Finance Director, the Mayor or Deputy City Administrator shall make such approvals and execute and deliver the Bond Purchase

Agreement. The execution and delivery by appropriate officers of the City of the Bond Purchase Agreement shall be conclusive as to the approval of such officers of the terms of the Bonds and the agreement of the City to sell the Bonds on such terms in accordance with the provisions thereof.

The form of the Bonds and the final terms and conditions thereof shall be prescribed by a subsequent resolution to be adopted by this Council.

Section 3. Pledge of Revolving Fund. In the Resolutions of Intention to Create the Districts, adopted on June 11, 2012 and April 22, 2013, respectively, this Council found it to be in the public interest, and in the best interest of the City and the Projects, to secure payment of principal of and interest on the Bonds by the Revolving Fund and authorized the City to enter into the undertakings and agreements authorized in the Act in respect of the Bonds, based on the factors required to be considered under Section 7-12-4225(4) of the Act. Those findings and determinations were ratified and confirmed in the resolutions ordering the Projects adopted by this Council on July 9, 2012 and May 13, 2013, respectively, and are hereby ratified and confirmed. It is hereby covenanted and recited that the City has the power under the Act to pledge the Revolving Fund to payment of the principal of and interest on the Bonds.

Section 4. Preliminary Official Statement. The City Finance Director, together with Springsted and Dorsey & Whitney LLP, the City's bond counsel, are authorized to prepare on behalf of the City an Official Statement to be distributed by the Purchasers to prospective purchasers of the Bonds, if necessary for the sale of the Bonds. The Official Statement shall contain such information as shall be advisable and necessary to describe accurately the City and the security for, and the terms and conditions of, the Bonds. The City Administrator and the City Finance Director are authorized on behalf of the Council to deem the Preliminary Official Statement near "final" as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 8th day of July, 2013.

Mayor

Attest: _____
City Clerk

Regular City Council Meeting

Meeting Date: 07/08/2013
TITLE: Zone Change 910 - 2nd reading
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Residential Manufactured Home (RMH) to Highway Commercial (HC) on Lots 10 and 11, Block 5, of Wanigan Subdivision, a 22,082 square foot parcel of land. The property is owned by Gerald Watson (The Paint Doctor) and the agent is Darryl Wilson of River Crossing Real Estate. The property is used as a fenced storage yard for the Paint Doctor business at 1005 Main Street. The owners conducted a pre-application neighborhood meeting on April 16, 2013. The pre-application meeting notes are included as Attachment C. The Zoning Commission conducted a public hearing on June 4, 2013, and is forwarding a recommendation of approval on a 3 to 0 vote. The City Council conducted a public hearing and approved the zone change on 1st reading of the ordinance on June 24, 2013.

ALTERNATIVES ANALYZED

State law at Section 76-2-304, MCA, requires that all zone changes be reviewed in accordance with 10 criteria. Using the 10 criteria to determine the appropriateness of the zone change request, the City Council may:

1. Approve the zone change request
2. Deny the zone change request
3. Allow withdrawal of the application
4. Delay action for up to thirty (30) days

FINANCIAL IMPACT

There should be minimal impact to the city's tax base from the proposed zone change. The zone change will change the fees assessed for arterial construction and storm water since these are based on the zoning of property and not the use of property. The zone change will add stability to this commercial property by conforming the zoning to the existing use.

RECOMMENDATION

The Zoning Commission recommends approval of Zone Change #910 and adoption of the 10 criteria on a 3 to 0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 13-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR a 22,082 square foot parcel described as Lots 10 & 11, Block 5, Wanigan Subdivision generally located east of 1005 Main Street

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That 22,082 square feet described as Lots 10 & 11, Block 5, Wanigan Subdivision is presently zoned **Residential Manufactured Home (RMH)** and is shown on the official zoning maps within this zone.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Residential Manufactured Home (RMH) to Highway Commercial (HC)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Highway Commercial (HC)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading June 24, 2013.

PASSED, ADOPTED AND APPROVED on second reading July 8, 2013.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #910 – east of 1005 Main Street

Regular City Council Meeting

Meeting Date: 07/08/2013
TITLE: Zone Change 911 - 2nd reading
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Neighborhood Commercial (NC) to Community Commercial (CC) on Lots 1 through 8, including Lots 6 & 7 as C/S 1716, Block 15 of Central Heights Subdivision, 5th Filing. The property is a 65,120 square foot parcel of land. The property is owned by Rimrock Mini-Mall, LLC and the agent is Marshall Phil, P.E., of Blueline Engineering. The property is currently developed and is the north units of the Rimrock Mini-Mall at 109 S 24th Street West. The owners conducted a pre-application neighborhood meeting on April 29, 2013. The pre-application meeting notes are included as Attachment C. The Zoning Commission conducted a public hearing on June 4, 2013, and is forwarding a recommendation of approval on a 3 to 0 vote. The City Council conducted a public hearing and approved the zone change request on 1st reading on June 24, 2013.

ALTERNATIVES ANALYZED

State law at Section 76-2-304, MCA, requires that all zone changes be reviewed in accordance with 10 criteria. Using the 10 criteria to determine the appropriateness of the zone change request, the City Council may:

1. Approve the zone change request
2. Deny the zone change request
3. Allow withdrawal of the application
4. Delay action for up to thirty (30) days

FINANCIAL IMPACT

The city service fees for arterial construction and storm water will be adjusted to the new zoning if it is approved. The new fees will be higher than the current assessment for Neighborhood Commercial zoning districts. The property may increase in value over time resulting in a larger tax base for the area.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 911 on a 3 to 0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 13-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR a 65,120 square foot parcel described as Lots 1 through 8, including Lots 6 & 7 as C/S 1716, Block 15 of Central Heights Subdivision, 5th Filing generally located at 109 S 24th Street West

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That 65,120 square foot parcel described as Lots 1 through 8, including Lots 6 & 7 as C/S 1716, Block 15 of Central Heights Subdivision, 5th Filing is presently zoned **Neighborhood Commercial (NC)** and is shown on the official zoning maps within this zone.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Neighborhood Commercial (NC) to Community Commercial (CC)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Community Commercial (CC)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading June 24, 2013.

PASSED, ADOPTED AND APPROVED on second reading July 8, 2013.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #911 – 109 S 24th Street West

Regular City Council Meeting

Meeting Date: 07/08/2013
TITLE: Zone Change 912 - 2nd reading
PRESENTED BY: Candi Beaudry
Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Residential 5,000 (R-50) and Public (P) to Residential Multi-family-Restricted (RMF-R) and Public (P) on portions of Lots 1A and 2A, Block 1, Western Sky Subdivision, west of the intersection of 44th Street West and south of King Avenue West. The property is owned by King Meadows, LLC and Pemberton LLC, and the agent is Marshall Phil, P.E., of Blueline Engineering. The owner conducted a pre-application neighborhood meeting on March 25, 2013. The pre-application meeting notes are included as Attachment C. The Zoning Commission conducted a public hearing on June 4, 2013, and is forwarding a recommendation of approval on a 3 to 0 vote. The city Council conducted a public hearing and approved the zone change request on 1st reading on June 24, 2013.

ALTERNATIVES ANALYZED

State law at Section 76-2-304, MCA, requires that all zone changes be reviewed in accordance with 10 criteria. Using the 10 criteria to determine the appropriateness of the zone change request, the City Council may:

1. Approve the zone change request
2. Deny the zone change request
3. Allow withdrawal of the application
4. Delay action for up to thirty (30) days

FINANCIAL IMPACT

The city service fees for arterial construction and storm water will be adjusted based on the new zoning. These fees are higher than the current fees for R-50 zoning. New development will add to the property value which will increase the city's tax base in this area.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 912 on a 3 to 0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 13-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR portions of Lots 1A and 2A, Block 1, Western Sky Subdivision generally located south of King Avenue West and west of 44th Street West

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That portions of Lots 1A and 2A, Block 1 of Western Sky Subdivision are presently zoned **Residential 5,000 (R-50) and Public (P)** and are shown on the official zoning maps within these zones.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Residential 5,000 (R-50) and Public (P) to Residential Multi-family-Restricted (RMF-R) and Public (P) as shown on the attached Exhibit A** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential Multi-family-Restricted (RMF-R) and Public (P)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading June 24, 2013.

PASSED, ADOPTED AND APPROVED on second reading July 8, 2013.

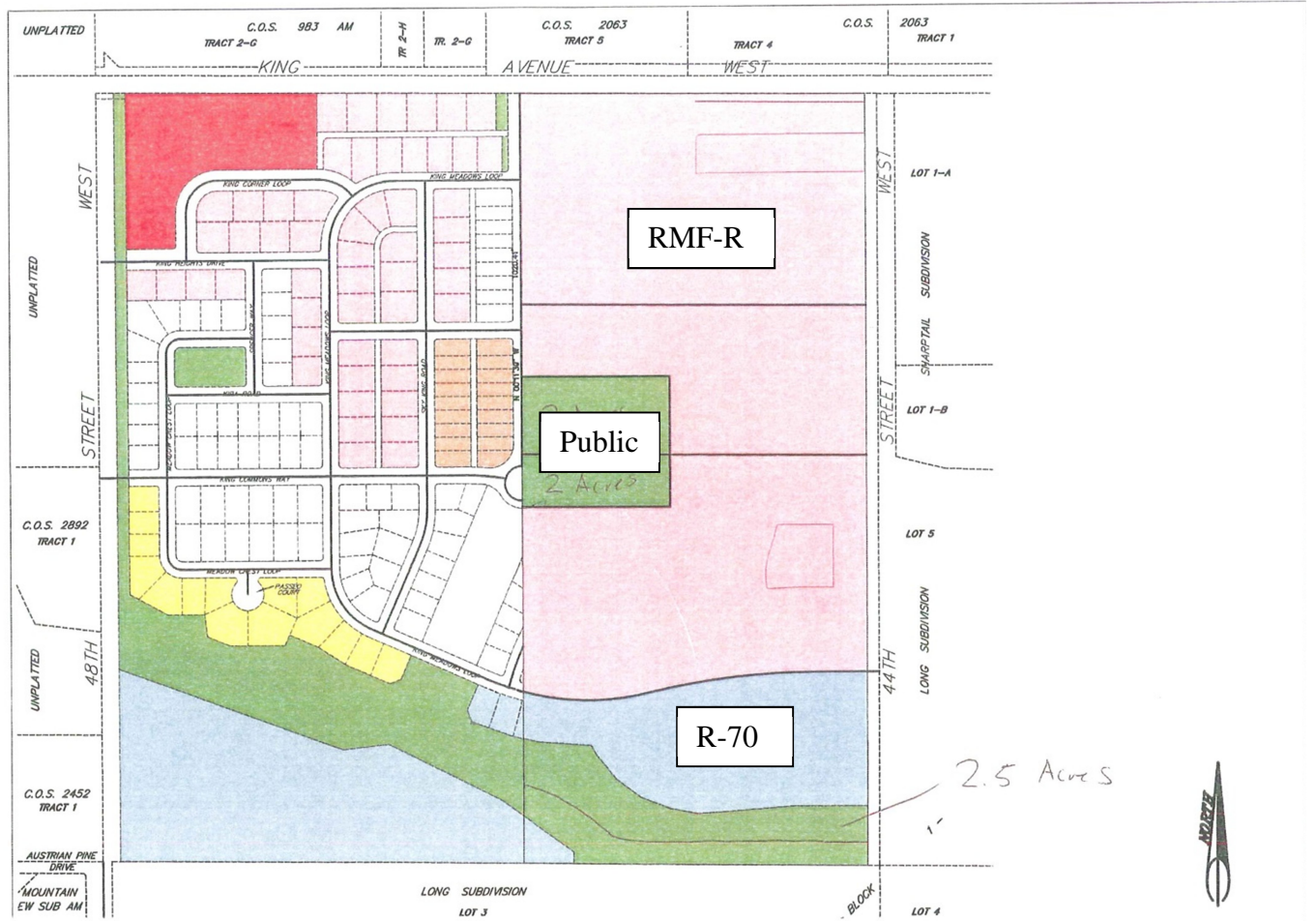
CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk
Zone Change #912 – Western Sky Subdivision

EXHIBIT A



Regular City Council Meeting

Meeting Date: 07/08/2013

TITLE: Second Reading Ordinance Amending the Billings City Charter to Allow Administrative Boards and Commissions

PRESENTED BY: Bruce McCandless, Asst City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Billings City Charter requires that all boards, commissions and committees be advisory to the City Council except as provided by state or federal laws or inter-local agreement. The Council has expressed an interest in creating a Parking Commission that would have administrative duties but the Charter disallows it. In order to grant boards and commissions administrative powers, the Charter must be amended by ordinance and the ordinance must be submitted for voter approval. At the June 24, 2013 meeting, the City Council conducted a public hearing and approved a Charter amendment ordinance on first reading. The ordinance would allow administrative boards and commissions if they are allowed by state or federal law or inter-local agreement. If voters approve the amendment in November, 2013, the City Council would have the option of forming a Parking Commission.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove the ordinance. If approved, it will be submitted for voter approval in November, 2013. If the Council disapproves the ordinance, the present Charter requires that boards and commissions be advisory unless required by state or federal law or inter-local agreement.

FINANCIAL IMPACT

There is no financial impact from this action.

RECOMMENDATION

Staff recommends that the City Council adopt the ordinance on Second Reading.

APPROVED BY CITY ADMINISTRATOR

Attachments

Charter amendment ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS PROVIDING THAT THE BILLINGS CHARTER BE AMENDED TO REVISE SECTION 5.01; PROVIDING FOR ADVISORY BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY TO HAVE ADMINISTRATIVE AUTHORITY IF ALLOWED BY STATE OR FEDERAL LAW OR INTERLOCAL AGREEMENT, AND SUBMITTING THE PROPOSED AMENDMENT TO THE ELECTORS OF THE CITY AS PROVIDED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1. That Article V of the Billings Charter be amended by revising Section 5.01, so that such section shall read as follows:

“Section 5.01. Powers.

Boards, commissions, or committees of city government shall be advisory only. They shall have no administrative authority unless specifically ~~required~~ allowed by federal or state law, or interlocal agreement.”

Section 2. REFERRAL TO ELECTORS. This ordinance with amendments to the Billings Charter is referred to a vote of the electors of the City of Billings at the November 2013 regular election.

Section 3. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after second reading and final adoption. These amendments to the Billings Charter shall become effective immediately upon approval by the electors as provided by law.

PASSED by the City Council on first reading this _____ day of _____, 2013.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2013.

CITY OF BILLINGS

By _____
Mayor

ATTEST:

By _____
City Clerk

Regular City Council Meeting

Meeting Date: 07/08/2013

TITLE: Final Plat of Montana Sapphire Subdivision, Amended Lot 4, Block 1

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The final plat for Montana Sapphire Subdivision, Amended Lot 4, Block 1 is being presented to Council for approval. On February 25, 2013, the City Council conditionally approved the preliminary plat of this 2-lot subdivision and 50-unit subdivision for rent or lease. The subject property is generally located south of King Avenue West, on the north side of Montana Sapphire Drive. The property is zoned Highway Commercial (HC) with the South Shiloh Corridor Overlay District. A 154-unit senior living apartment building is proposed on Lot 4A, and up to 50 self-storage units are proposed on Lot 4B. The owner is Montana Sapphire, LLC and the developer is Affinity at Billings, LLC. The representing agent is Sanderson Stewart. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or deny the final plat of Montana Sapphire Subdivision, Amended Lot 4, Block 1. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC, Section 23-307.

FINANCIAL IMPACT

Should the City Council approve the final plat, the newly created lots will be developed which will increase tax revenues for the City.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of Montana Sapphire Subdivision, Amended Lot 4, Block 1.

APPROVED BY CITY ADMINISTRATOR

Attachments

Final plat

Final site plan

AMENDED PLAT OF LOT 4 BLOCK 1 MONTANA SAPPHIRE SUBDIVISION

BEING ALL OF LOT 4 IN BLOCK 1
SITUATED IN THE N.E.1/4 OF SECTION 15, T. 1 S., R. 25 E., P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : INLAND GROUP

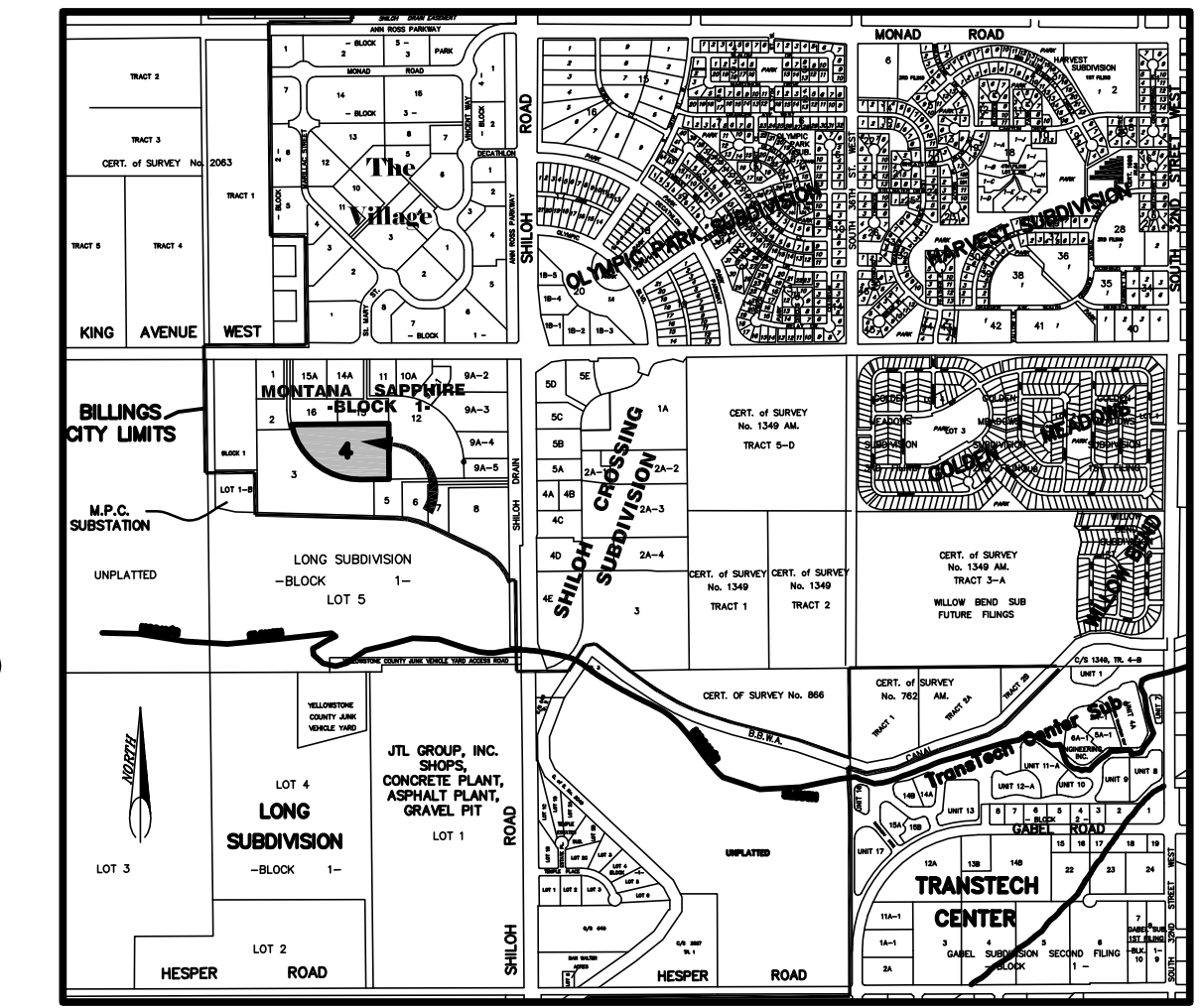
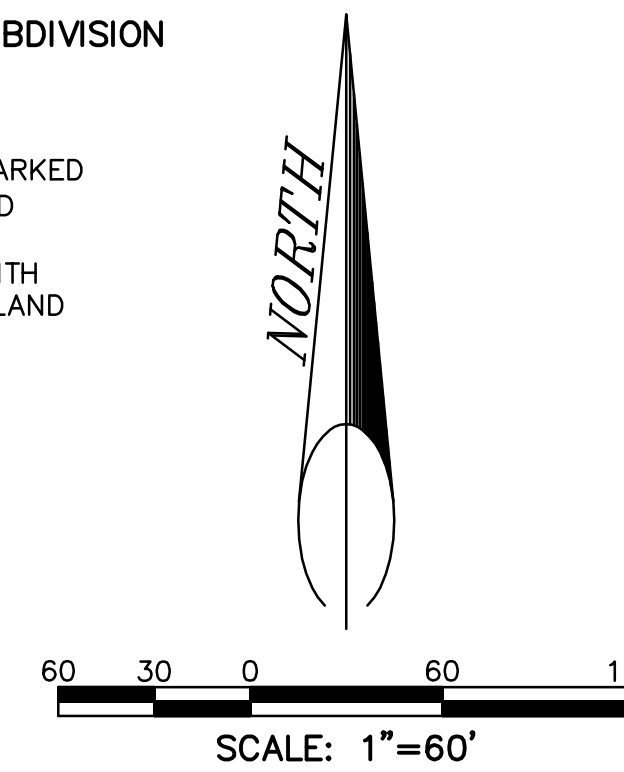
PREPARED BY : SANDERSON STEWART

JUNE 2013

BILLINGS, MONTANA

BASIS OF BEARING: MONTANA SAPPHIRE SUBDIVISION
DISTANCES ARE GROUND DISTANCES.

- FOUND SURVEY MONUMENT, REBAR & CAP MARKED "SANDERSON STEWART 8377LS", OR AS NOTED
- SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"



VICINITY MAP
NOT TO SCALE

CERTIFICATE OF SURVEYOR

The undersigned, a Montana Registered Land Surveyor hereby states that during the month of June, 2013, a survey was performed under his supervision of a tract of land to be known as AMENDED PLAT OF LOT 4, BLOCK 1, MONTANA SAPPHIRE SUBDIVISION, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the area is 7.283 acres.

SANDERSON STEWART

By: _____
Montana Registration No. _____

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76-4-125(2)(d), M.C.A., for the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this day of _____, 2013.

City Engineer's Office

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

Examining Land Surveyor _____ Date _____

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
County of Yellowstone) :ss

We hereby certify that we have examined the annexed and foregoing plat of AMENDED PLAT OF LOT 4, BLOCK 1, MONTANA SAPPHIRE SUBDIVISION, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this _____ day of _____, 2013.

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

NOTICE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone) :ss

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

Date _____ President _____

Executive Secretary _____

CONSENT TO PLATTING

Document No. _____

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No. _____

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
County of Yellowstone) :ss

KNOW ALL MEN BY THESE PRESENTS: That MONTANA SAPPHIRE, LLC, & AFFINITY at BILLINGS, L.L.C. do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NE1/4 of Section 15, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 4, Block 1 of Montana Sapphire Subdivision, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3173821.

Pursuant to 76-3-621(3)(d) M.C.A., there is no park requirement for this subdivision that creates only one additional parcel.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as AMENDED PLAT OF LOT 4, BLOCK 1, MONTANA SAPPHIRE SUBDIVISION.

MONTANA SAPPHIRE, LLC AFFINITY at BILLINGS, L.L.C.

By: _____ By: _____
Title: _____ Title: _____

STATE OF MONTANA)
County of Yellowstone) :ss

On this _____ day of _____, 2013, before me, the undersigned Notary Public for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of MONTANA SAPPHIRE, LLC, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana
Printed Name _____
Residing at _____
My commission expires _____

STATE OF MONTANA)
County of Yellowstone) :ss

On this _____ day of _____, 2013, before me, the undersigned Notary Public for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of AFFINITY at BILLINGS, LLC, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana
Printed Name _____
Residing at _____
My commission expires _____

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date: _____

Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

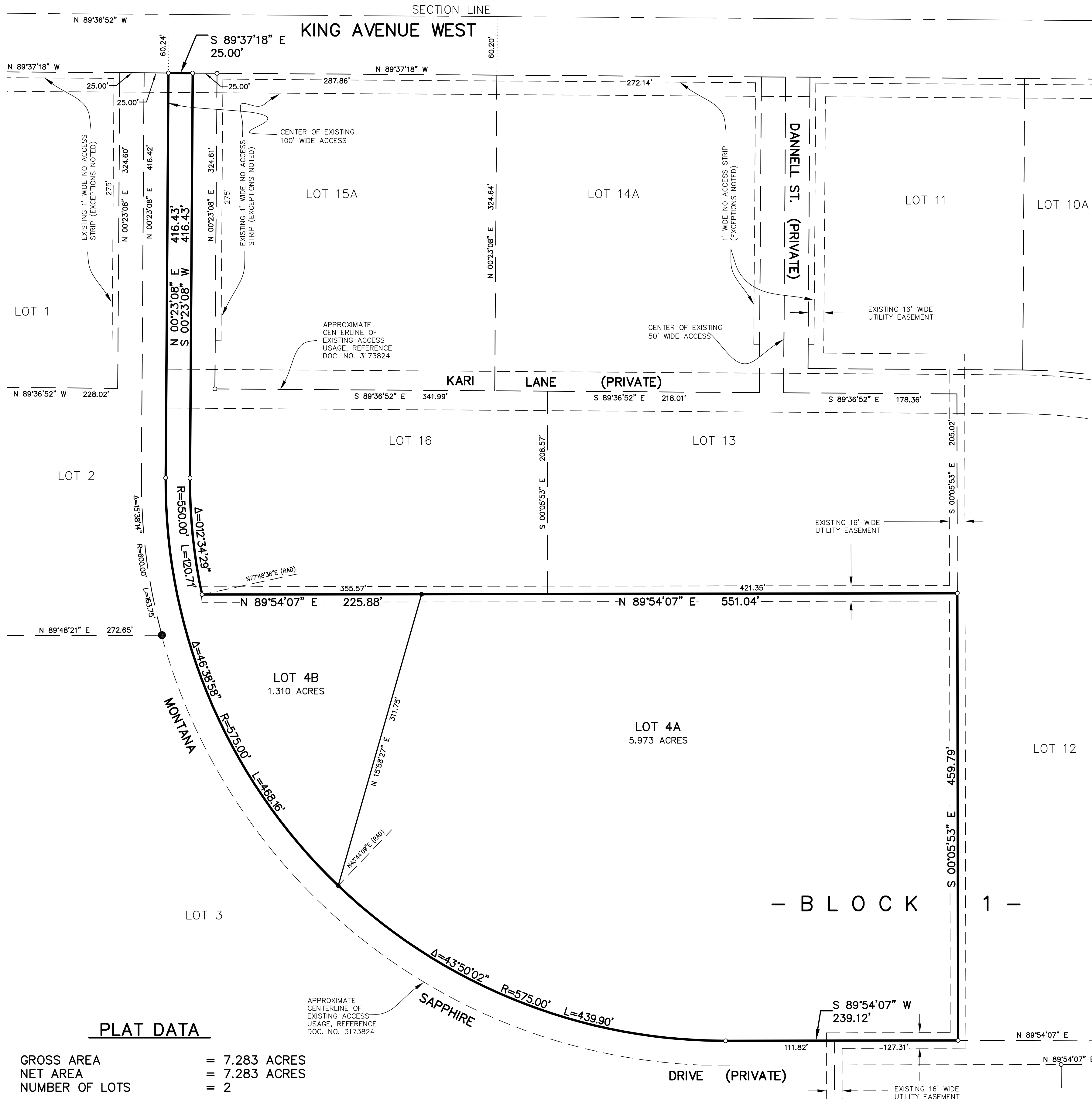
I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b)/76-3-207(3), M.C.A.

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

RESERVED FOR CLERK AND RECORDER



PLAT DATA

GROSS AREA = 7.283 ACRES
NET AREA = 7.283 ACRES
NUMBER OF LOTS = 2

APPROVED SITE PLAN EXHIBIT

LOT 4B, BLOCK 1, MONTANA SAPPHIRE SUBDIVISION



16

STORAGE A

STORAGE B

LOT 4B
±1.31 AC.

STORAGE D

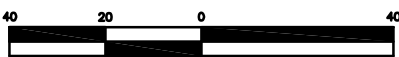
STORAGE C

GARAGES

LOT 4A

GARAGES

MONTANA SAPPHIRE DRIVE



1" = 40'

SANDERSON STEWART

Regular City Council Meeting

Meeting Date: 07/08/2013
TITLE: Payment of Claims June 10, 2013
PRESENTED BY: Patrick M. Weber Finance Director
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,026,109.80 have been audited and are presented for your approval for payment. A complete listing of the claims dated June 10, 2013 is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2,500

Check Date	Check	Name	Amount	Account	Item Desc
06/10/2013	766392	Air Controls-Billings Inc	3,086.83	5120-84000-402450	Air conditioner repairs
06/10/2013	766394	American Title & Escrow	25,100.00	2980-65550-407275	REHAB-ESTABLISH ESCROW-BAKER 3919 3RD AVE S
06/10/2013	766395	American Title & Escrow	25,100.00	2980-65550-407275	REHAB-ESTABLISH ESCROW - WILLIAMS/PETERSON-1327 EL DORADO
06/10/2013	766396	American Title & Escrow	25,100.00	2980-65550-407275	REHAB-ESTABLISH ESCROW-REYNA-322 S 30TH ST
06/10/2013	766397	American Title & Escrow	25,100.00	2980-65550-407275	REHAB-ESTABLISH ESCROW-PETERS-413 S 32ND ST
06/10/2013	766401	Armocost Trane Service Co	2,977.00	5710-71430-402450	Replace compressor on HVAC System
06/10/2013	766435	County Water District Of Billings Heights	19,719.36	8050-15700-405350	fire hydrant rentals
06/10/2013	766446	Dixie Petro-Chem	2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292790
06/10/2013	766446	Dixie Petro-Chem	2,752.00	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292794
06/10/2013	766448	Dowl Hkm	4,767.50	5030-75910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement; Invoice #8
06/10/2013	766448	Dowl Hkm	18,689.75	5130-85910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement; Invoice #8
06/10/2013	766448	Dowl Hkm	12,605.00	5120-82110-403540	WO1214 IWP WW Collections System; Invoice #13
06/10/2013	766450	Downtown Billings BID, Inc.	3,313.00	8720-51980-403650	Quarterly BID contract charges for PMD 4011 & 4013.
06/10/2013	766450	Downtown Billings BID, Inc.	3,313.00	8720-51980-403650	Quarterly BID contract charges for PMD 4011 & 4013.
06/10/2013	766455	Ennis Paint Inc.	22,438.00	2110-31320-402340	yellow waterborne traffic paint
06/10/2013	766455	Ennis Paint Inc.	5,633.50	2110-31320-402340	white waterborne traffic paint
06/10/2013	766462	First Montana Title Co	15,000.00	2810-65810-407277	FTHB Anita Johnson 931 Jackson Street
06/10/2013	766463	First Montana Title Co	15,000.00	2810-65810-407277	FTHB Samuel Stewart 917 Jackson Street
06/10/2013	766464	First Montana Title Co	10,000.00	2810-65810-407277	FTHB Nicholas Enslow 930 Jackson Street
06/10/2013	766465	First Montana Title Co	15,000.00	2810-65810-407277	FTHB William Devener 925 Jackson Street
06/10/2013	766466	First Montana Title Co	10,000.00	2770-65810-407277	FTHB Matthew Glasson 1336 Bench Blvd.
06/10/2013	766471	Gary Weber Construction	3,791.66	5030-75910-409340	WO1201 Water & Sewer Rehab
06/10/2013	766483	Hardrives Construction Inc	37,878.22	2050-31310-409390	WO 12-03 #3 City Crack Seal
06/10/2013	766484	HDR, Inc.	17,253.89	4160-74930-409340	WO 09-19 Zone 3 East Fox Reservoir; Payment #13
06/10/2013	766490	Inland Western Retail Real Estate	58,878.00	1980-15060-407840	Property tax refund for May 2013, SID 1385
06/10/2013	766501	Kenco Enterprises Inc.	5,783.00	6500-15660-403990	Install commercial access ocntrl system at PD2
06/10/2013	766504	Kirst Engineering	8,221.74	5020-00000-141000	WASTEWATER PARTS & SUPPLY PO NUM 292786
06/10/2013	766522	Montana Municipal Interlocal Authority	29,117.32	6300-17530-407311	MMIA Deductible Recovery June 2013 #513001
06/10/2013	766524	Montana State Library	23,577.29	2600-55180-403690	Montana Shared Catalog FY14
06/10/2013	766529	Municipal Code Corp	5,837.90	2010-15070-403590	00227532
06/10/2013	766532	National Center For Appropriate Technology Inc	5,000.00	6500-15660-409250	First Phase of BOC Garage Lighting Inv. 3330-01
06/10/2013	766539	NorthWestern Energy	23,187.35	5610-71120-403410	0100482-9. May 2013 Airport Vault utilities
06/10/2013	766539	NorthWestern Energy	3,440.13	5020-74000-403410	07222706
06/10/2013	766539	NorthWestern Energy	8,769.92	2600-55120-403410	Electric Charge
06/10/2013	766539	NorthWestern Energy	3,406.66	5020-74000-403410	3116 17th St West
06/10/2013	766539	NorthWestern Energy	3,406.67	5020-74000-403410	3116 17th St West
06/10/2013	766539	NorthWestern Energy	52,821.72	5020-74000-403410	2251 Belknap Ave
06/10/2013	766539	NorthWestern Energy	14,085.79	5020-74000-403410	2251 Belknap Ave
06/10/2013	766539	NorthWestern Energy	2,641.09	5020-73140-403410	2251 Belknap Ave
06/10/2013	766539	NorthWestern Energy	56,400.99	5120-84000-403410	725 Hwy 87 East
06/10/2013	766548	Pine Ridge Enterprises Inc	6,130.72	8730-51990-403690	Sole local source for this type of pump rebuild.
06/10/2013	766550	Power Service Inc	8,346.66	5020-00000-141000	WASTEWATER PARTS & SUPPLY PO NUM 292785
06/10/2013	766552	Public Utilities	6,074.41	8720-51980-403420	676433910
06/10/2013	766552	Public Utilities	3,420.33	8720-51980-403420	676473935
06/10/2013	766552	Public Utilities	25,328.55	8720-51980-403420	676497694
06/10/2013	766552	Public Utilities	5,704.28	8720-51980-403420	676654097
06/10/2013	766552	Public Utilities	9,079.08	5610-71100-403420	68407759
06/10/2013	766559	Rj Thomas Mfg Co Inc	37,247.00	8730-51990-402120	ADA picnic tables, extra heavy duty tables, standard tables and table transport.
06/10/2013	766564	Sam's Club	48,951.00	1980-15060-407840	property tax refund for May 2013 payment, SID 1385
06/10/2013	766583	Titan Machinery Inc	3,215.00	2110-31320-402320	bits for milling machine
06/10/2013	766588	Town & Country Supply Association	35,559.78	6010-00000-141000	104181 PO NUM 292808

06/10/2013	766588	Town & Country Supply Association	22,039.50	6010-00000-141714	104646 PO NUM 292809
06/10/2013	766588	Town & Country Supply Association	6,706.80	6010-00000-141714	108339 PO NUM 292809
06/10/2013	766590	Tractor & Equipment Co.	7,045.67	6010-00000-141000	B1974801 PO NUM 292812
06/10/2013	766598	Watson Label Products	3,256.68	2600-55160-402190	Inv 86637 Bar Code Item Labels
06/10/2013	766609	Yellowstone County Sheriffs	4,467.79	7180-21600-407865	50/50 Split case #05-34115.
06/10/2013	766612	Zootist Hospitality, LLC	24,583.34	2030-15130-409224	Valet Parking - Northern Hotel

Regular City Council Meeting

Meeting Date: 07/08/2013
TITLE: Payment of Claims June 17, 2013
PRESENTED BY: Patrick M. Weber Finance Director
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,371,397.29 have been audited and are presented for your approval for payment. A complete listing of the claims dated June 03, 2013 is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2,500

Check Date	Check	Name	Amount	Account	Item Desc
06/17/2013	10	U.S. Bank PCards	2,527.89	5610-71120-402240	PCard Transaction Description: OFFICE SUPPLIES
06/17/2013	766627	American Title & Escrow	10,000.00	2770-65810-407277	FTHB Sonia Taapken 105 Jefferson
06/17/2013	766633	Arrow Striping & Manufacturing Inc	3,560.00	2110-31320-402340	beads used in paint striping
06/17/2013	766633	Arrow Striping & Manufacturing Inc	5,340.00	2110-31320-402340	beads used in painting
06/17/2013	766647	Brenntag Pacific Inc	6,782.40	2110-31320-404530	This material is used in the roadpatching machine.
06/17/2013	766648	Business Tax Section	8,229.61	5440-31230-409390	WO 11-19 Landfill Phase 5 Expansion
06/17/2013	766648	Business Tax Section	3,203.38	5030-75910-409340	WO 09-20 Rimrock Road Forsythia to Shiloh
06/17/2013	766650	Chicago Title of Montana LLC	10,000.00	2770-65810-407277	FTHB Andrew Schuman 4125 Phillip Street
06/17/2013	766651	Chicago Title of Montana LLC	15,000.00	2770-65810-407277	FTHB Duane Nez 811 North 19th
06/17/2013	766652	CK Roofing	4,950.00	8730-51990-403990	Riverfront, Rose and South roof replacement. Business tax is withheld from quoted amount leaving balance owed contractor \$9,900.
06/17/2013	766654	Colstrip Electric Inc	8,777.09	5030-00000-201100	WO 12-28 WTP Transformer Replacement; Retainage Release #1 06.10.13
06/17/2013	766657	Cop Construction Co	10,980.26	5030-75910-409340	WO 10-08 WTF Clearwell Baffle Project; Change Order #5 07/27/12
06/17/2013	766657	Cop Construction Co	37,289.34	5030-75910-409340	WO 10-08 WTF Clearwell Baffle Project; Change Order #6 08/17/12
06/17/2013	766657	Cop Construction Co	125,623.87	5030-75910-409340	WO 10-08 WTF Clearwell Baffle Project; Change Order #7 08/27/12
06/17/2013	766662	Data Imaging System, Inc.	4,995.00	2090-44510-403590	I13-028920 Part 1 of scanning 2005 commercial plans
06/17/2013	766665	Dept Of Justice Dci	6,199.86	2510-21270-403560	OT and Supplies.
06/17/2013	766665	Dept Of Justice Dci	5,340.79	2510-21270-403822	Travel & Training.
06/17/2013	766670	Dowl Hkm	6,530.62	8450-31860-409310	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; Amd#2 11-8-12
06/17/2013	766670	Dowl Hkm	3,975.75	5030-75910-409340	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; CO#3 05/13/12
06/17/2013	766670	Dowl Hkm	9,537.02	2050-31310-409310	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; CO#3 05/13/12
06/17/2013	766673	Emergency Medical Products, Inc.	2,946.49	1500-22290-402690	1558184: EMS SUPPLIES
06/17/2013	766682	First Montana Title Co	15,000.00	2770-65810-407277	FTHB Heather Brown 1525 Bench Blvd. #44
06/17/2013	766684	Fusion Technologies Inc	8,138.20	8730-51990-403990	1473 Flume repair on Suburban ditch.
06/17/2013	766694	Hawkins Inc.	3,356.95	0100-51260-402290	Chemicals for pools.
06/17/2013	766695	HDR, Inc.	17,197.68	5020-74000-403540	WO 12-21 WTP Chemical Bldg/Disinfection Improvements
06/17/2013	766695	HDR, Inc.	12,209.33	5120-82110-403540	WO 12-13 IWPI Reuse and Reclamation Study
06/17/2013	766695	HDR, Inc.	6,659.64	5020-72110-403540	WO 12-13 IWPI Reuse and Reclamation Study
06/17/2013	766695	HDR, Inc.	3,329.82	8400-31840-403590	WO 12-13 IWPI Reuse and Reclamation Study
06/17/2013	766699	Iaff	4,361.90	9000-00000-209920	Payroll Summary
06/17/2013	766701	ICL Performance Products Lp	3,336.00	1500-22290-402120	WD881, PHOS-CHEK CLASS A FIRE FOAM (5-GALLON PAILS)
06/17/2013	766709	Jtl Group Inc Dba Knife River	40,597.67	5020-00000-141000	SYSTEMS PO NUM 292833
06/17/2013	766712	Kemira Water Solutions, Inc	74,395.40	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 292828
06/17/2013	766715	Knife River (JTL Group Inc.)	317,134.21	5030-75910-409340	WO 09-20 Rimrock Road Forsythia to Shiloh
06/17/2013	766715	Knife River (JTL Group Inc.)	187,819.77	8450-31860-409310	WO 09-20 Rimrock Road Forsythia to Shiloh
06/17/2013	766715	Knife River (JTL Group Inc.)	3,510.74	2110-31320-404710	asphalt for 9th N & N22nd
06/17/2013	766715	Knife River (JTL Group Inc.)	4,887.66	2110-31320-404710	asphalt for Lincoln lane and 17th & poly
06/17/2013	766732	Montana Civil Contractors Inc	814,731.79	5440-31230-409390	WO 11-19 Landfill Phase 5 Expansion
06/17/2013	766734	Montana CSED	4,263.31	9000-00000-209926	Payroll Summary
06/17/2013	766739	Montana State Fireman's Assoc	3,225.03	9000-00000-209924	Payroll Summary
06/17/2013	766741	Moody's Investors Service	13,875.00	2030-15130-405510	P076264
06/17/2013	766745	MT Waterworks	2,941.80	5130-85910-409340	Couplers
06/17/2013	766753	NorthWestern Energy	2,738.90	5710-71430-403410	Electricity for the Metroplex 4/24/13 to 5/24/13
06/17/2013	766754	Northwestern Energy-Billing Dv	56,699.45	4210-85930-409340	WO 12-05 Five Mile Lift Station - New Electrical installation
06/17/2013	766755	One Eighty Communications	3,849.51	6060-19310-403450	Main Bill Acct 00001906
06/17/2013	766767	Public Works-Administration	5,174.20	5050-75150-403671	Engineering May Permits - WSRP
06/17/2013	766774	Rimrock Engineering Inc	9,965.00	5440-31230-409390	WO 11-19 Landfill Phase 5 Expansion, Materials Testing

06/17/2013	766783	Sanderson Stewart	38,635.72	8400-31840-403590	WO 12-17 Integrated Water Plan - Stormwater System Study
06/17/2013	766790	Springsted	26,100.00	8320-15720-405510	1061.123 - SID refunding bonds, series 2013
06/17/2013	766791	Star Service Inc	2,970.00	4160-00000-201100	WO 04-26 Zone 4 Reservoir; Retainage Release #3
06/17/2013	766792	Stewart Title Company	15,000.00	2770-65810-407277	FTHB Janine Eoff 1114 3rd Street West
06/17/2013	766799	Thompson Chelsea	3,213.07	1500-22240-403810	TUITION ASSISTANCE REQUESTED IN FY2013
06/17/2013	766802	TINNES	4,733.94	1500-22240-403810	TUITION ASSISTANCE REQUESTED IN FY2013
06/17/2013	766808	Town & Country Supply Association	27,646.14	5610-71180-402313	Invoice #104194. QTA Fuel
06/17/2013	766808	Town & Country Supply Association	27,905.15	6010-00000-141000	104193 PO NUM 292858
06/17/2013	766808	Town & Country Supply Association	13,293.60	6010-00000-141000	105924 PO NUM 292858
06/17/2013	766808	Town & Country Supply Association	12,294.93	6010-00000-141000	108379 PO NUM 292857
06/17/2013	766810	Tractor & Equipment Co.	4,964.16	5410-31230-402320	BLCS0541571
06/17/2013	766810	Tractor & Equipment Co.	6,767.64	5410-31220-402320	BLW00138660
06/17/2013	766810	Tractor & Equipment Co.	56,443.92	5410-31230-402320	BLW00138652
06/17/2013	766810	Tractor & Equipment Co.	52,048.13	5410-31230-402320	BLW00139169
06/17/2013	766810	Tractor & Equipment Co.	10,530.11	5410-31220-402320	BLW00139468
06/17/2013	766818	Valdez Froilan	8,851.67	1500-22240-403810	TUITION ASSISTANCE REQUESTED IN FY13
06/17/2013	766821	Vermont Systems Inc	3,060.00	0100-51210-403665	VSI-Webtrac maintenance.
06/17/2013	766827	Wilkins	4,389.62	1500-22240-403810	TUITION ASSISTANCE REQUESTED FY2013
06/17/2013	766830	Yellowstone County Sheriffs	2,760.00	7180-21600-407865	Kevin Lee French 12-62125 drug forfeiture.
06/17/2013	766831	Yellowstone Electric Co	2,990.40	5610-71120-402450	Invoice #21452. Ramp light visors

Regular City Council Meeting

Meeting Date: 07/08/2013

TITLE: Public Hearing for Variance #OP-13-03: Parking at 1911 King Avenue

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The property owner of the building located at 1911 King Avenue is requesting a variance from Section 6-1203(j) of the City Code for the number of parking stalls required for a retail and restaurant mixed business. This building currently houses Salad Creations, Scooters, Asian Grill, Brunos, a casino, and three empty suites. The Asian Grill is proposing to expand into one of the empty suites. If the two other suites were to become retail, the building would be 19 parking stalls short of the required parking per City Code.

The owner of the building hired Sanderson Stewart to perform a parking study for the building. Sanderson Stewart observed the parking during the peak time for two Saturdays. It was determined, even with the expansion of the Asian Grill and assuming that the other empty suites would be retail, that the actual demand for parking would be 155 parking stalls. The site has 162 parking stalls. Engineering is recommending approval of this parking variance with the condition that the remaining empty suites can be retail or a less intensive use unless more parking is provided.

ALTERNATIVES ANALYZED

The Council may:

- Approve the variance allowing expansion of the Asian Grill including the condition for the vacant suites; or
- Do not approve the variance. The property owner would then have to find additional parking for this use or change the proposed use of the empty suites to reduce the amount of parking required.

FINANCIAL IMPACT

There is no significant financial impact to the City for this variance.

RECOMMENDATION

Staff recommends Council approve a parking variance of 19 spaces for the property at 1911 King Avenue with the condition that the remaining empty suites can be retail or a less intensive use unless more parking is provided.

APPROVED BY CITY ADMINISTRATOR

Attachments

Application

Site Plan

Parking Study Letter

APPLICATION FOR VARIANCE

The undersigned as owner(s) of the following described property hereby request a Variance from the terms of the City of Billings-Section of the Site Development Ordinance.

- 1. Legal description of property: lot 11A, Block 1, of Amended Plat of C.B.H. Industrial Park Sub.
 Tax ID# 420590 being lots 11A and 12A, Block 1, C.B.H. Industrial Park Amended
- 2. Address (if unknown, contact the City Engineer's office) or general location: 1911 King Ave.

3. Owner (s): KRP LLC
 (Recorded Owner)
P.O. Box 20875
 (Address)
406-455-0400
 (Phone Number) (Email)

4. Agent (s): _____
 (Name)

 (Address)

 (Phone Number) (Email)

5. Section of the Site Development Ordinance that this request for variance applies to: Reduction in parking ratios for existing occupancies and proposed occupancies.

6. Reason for request: Need for Higher Density parking ratios for new proposed occupancies.

7. Covenants for deed restriction on the property: Yes _____ No

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for the variance requested. Also, that all the information presented is true and correct.

Signature: [Signature] Date: 4/26/13
 (Recorded Owner)

Fee: _____ Receipt #: _____ Hearing Date: _____ Application #: _____

Date: April 23, 2013

TO: City of Billings – Public Works

RE: Application for Variance

To whom it may concern;

KRP, LLC is requesting a parking variance for 1911 King Ave. This request is to waive 19 parking spots based on the enclosed spreadsheet illustrating the proposed parking analysis summary.

This parking lot is underutilized and part of this request considers the fact that the retail business is closed by 5 p.m. And the dinner traffic intensifies after this time frame. Based on our proposed mercantile parking ratio illustrated on the enclosed spreadsheet, 33 parking spaces are available after 5 p.m.

The enclosed spreadsheet proposed parking analysis summary is based on a high impact use of the parking lot.

Thank you for the consideration.

KRP, LLC

1911 King Ave - Parking Spot Variance Proposed Parking Summary

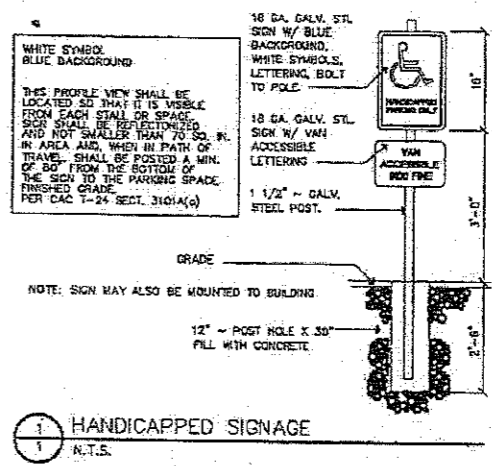
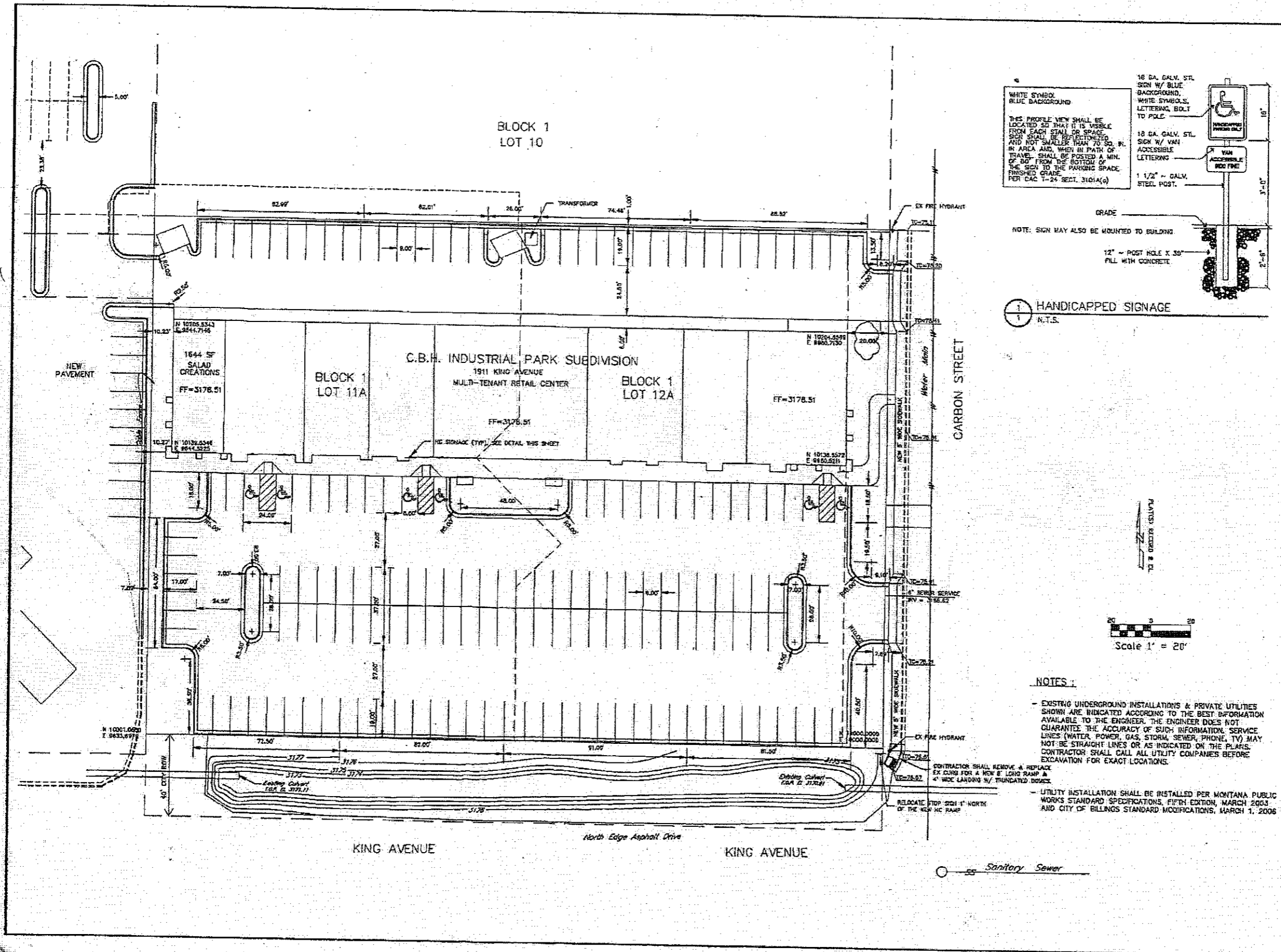
Existing Parking Analysis

Salad Creations	2004 sf	20 cars
Scooters	1674 sf	8 cars
Asian Grill	4339 sf	46 cars
Brunos	4339 sf	44 cars
Casino	2004 sf	20 cars
Empty Suite	1650 sf	0 cars
Empty Suite	2508 sf	0 cars
Empty Suite	3300 sf	0 cars
	<hr/>	
	21818 sf	138 cars

Proposed Parking Analysis

Salad Creations	2004 sf	20 cars
Asian Grill	4339 sf	46 cars
Brunos	4339 sf	44 cars
Casino	2004 sf	20 cars
Proposed Asian Grill Addition	1650 sf	17 cars
Proposed Mercantile:		
Scooters	1674 sf	
Empty Suite	2508 sf	
Empty Suite	3300 sf	
	TOTAL	
	7482 sf	
Proposed Mercantile Parking Ratio:		
1st 5000 sf - parking at 1/200	5000 sf	25
2nd 2482 sf - parking at 1/300	2482 sf	8
	<hr/>	
	21818 sf	180 cars

Total Available Parking Spots	161 ea
Total Proposed Parking Spots	180 ea
Variance Request - Additional Parking Spots	<hr/> 19 ea



NOTES:

- EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, STORM, SEWER, PHONE, TV) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS. CONTRACTOR SHALL CALL ALL UTILITY COMPANIES BEFORE EXCAVATION FOR EXACT LOCATIONS.
- UTILITY INSTALLATION SHALL BE INSTALLED PER MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS, FIFTH EDITION, MARCH 2003 AND CITY OF BILLINGS STANDARD MODIFICATIONS, MARCH 1, 2006.

BLUELINE ENGINEERING LLC
2329 ALDERSON AVENUE, SUITE 1
BILLINGS, MT 59102
PHONE 304-2284 / FAX 304-2285

NO.	DATE	NO.	DATE	COMMENTS
1	4/18	1	4/2/07	
2	5/2	2	5/2	
3	5/9	3	5/9	

DRAWN BY: MP
CHECKED BY: MP
DATE: 4/17/07
SCALE: 1"=20'

LOTS 11A & 12A, BLOCK 1, C.B.H. INDUSTRIAL PARK SUBDIVISION
SITE LAYOUT

SHEET
2
4

June 3, 2013

Mr. H. Terry Smith, PE, PTOE
City Traffic Engineer
City of Billings Public Works Department
2224 Montana Avenue
Billings, MT 59101

Reference: 1911 King Avenue Parking Analysis
Project No. 13036

Dear Terry:

The purpose of this letter is to provide a summary of the parking analysis completed for KRP, LLC for the two parking lots adjacent to the retail businesses in CBH Industrial Park Subdivision, Lot 11A-1, Block 1 (1911 King Avenue West). The parking lots sit on an existing site on the northwest corner of the intersection of King Avenue West and Carbon Street in Billings, Montana. The businesses currently residing in the investigated property include: Salad Creations, Scooters America, Bruno's Taste of Italy, Palagio's Casino, Asian Sea Grill & Sushi Bar and three empty suites. They are serviced with a main lot on the south face (main entrances) of the building and an employee lot on the north face of the building. The main lot has a single access off of Carbon Street to the east and has 128 parking spaces including 6 handicap spaces. The employee lot has access to neighboring parking areas to the west and access off of Carbon Street to the east, and has 34 parking spaces. In total, there are 162 parking spaces available for the businesses.

Section 6-1203 of the Billings Municipal Code (BMC) outlines the zoning requirements for off-street parking for different land uses. The tables attached to this letter provide a summary of the general land use information for each business, existing and proposed code-required parking calculations, and field collected parking demand totals. The following paragraphs provide additional details regarding each calculation method.

The code-required parking demand calculations in Table 1 address the requirements of Section 6-1203 of the BMC for existing land uses at the 1911 King Avenue property. The calculations are based on the gross floor area and land use type, and the required parking demand rates. These calculations show that the five current businesses require 134 parking spaces, which leaves 28 extra parking spaces for the future occupancy of the three empty suites.

Table 2 addresses the code-required parking demand calculations for the proposed future expansion of Asian Sea Grill & Sushi Bar into one of the previously mentioned empty suites. In addition, the remaining two empty suites were allocated reserved parking spaces based on the retail land use parking demand ratio. With the new restaurant expansion and reserved future parking spaces, the businesses would require a total of 181 parking spaces, which is 19 spaces above the capacity of the two parking lots.

Mr. H. Terry Smith
June 3, 2013
Page 2

An application for variance was recently submitted to mediate the 19 parking-space deficiency. Per your request, a parking study was conducted for the PM peak hours of two Saturdays for both of the on-site parking lots at the 1911 King Avenue West property. Table 3 shows the actual parking demand for the existing businesses collected on May 18, 2013 and May 25, 2013 from 5:30 PM to 9:00 PM. The max parking demand witnessed for both parking lots over the two Saturdays was 108 spaces. This is 26 spaces less than the BMC parking requirement of 134 for the existing businesses.

If one were to combine the actual existing parking demand (108 spaces) with the proposed future demand for the currently empty suites (47 spaces), the total number of spaces required would be 155 spaces. Therefore, based on the observed parking demand surplus, it is our assessment that the proposed parking demand (Table 2), with the restaurant expansion and reservation of future retail land use for the currently empty suites, would be met with the 162 parking spaces in the two existing lots.

Please feel free to call me at 922-4306 if you have any questions or would like to discuss these calculations further.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joey Staszczuk".

Joey Staszczuk, PE
Staff Transportation Engineer

JHS
Enc.

P:\13036_CBH_Indus_Park_Sub_1911_King_Ave_West_Pkg_Analysis_PM

Table 1. Existing Parking Demand Summary

Business	Land Use Type	Gross Floor Area (SF)	Code Required Parking	
			Parking Demand	Parking Spaces Required
Salad Creations	Restaurant	2,004	1/100 SF	20
Scooters America	Retail	1,674	1/200 SF	8
Asian Sea Grill & Sushi Bar	Restaurant	4,339	1/100 SF	43
Bruno's Taste of Italy	Restaurant	4,339	1/100 SF	43
Palagio's Casino	Casino	2,004	1/100 SF	20
Empty Suite	Retail	1,650	--	0
Empty Suite	Retail	2,508	--	0
Empty Suite	Retail	3,300	--	0
Total:		21,818		134
Total Available Parking:				162 (+28)

Table 2. Proposed Parking Demand Summary

Business	Land Use Type	Gross Floor Area (SF)	Code Required Parking	
			Parking Demand	Parking Spaces Required
Salad Creations	Restaurant	2,004	1/100 SF	20
Scooters America	Retail	1,674	1/200 SF	8
Asian Sea Grill & Sushi Bar	Restaurant	4,339	1/100 SF	43
Bruno's Taste of Italy	Restaurant	4,339	1/100 SF	43
Palagio's Casino	Casino	2,004	1/100 SF	20
Asian Sea Grill & Sushi Bar Expansion	Restaurant	1,650	1/100 SF	17
Empty Suite	Retail	2,508	1/200 SF	13
Empty Suite	Retail	3,300	1/200 SF	17
Total:		21,818		181
Total Available Parking:				162 (-19)

Table 3. Actual Parking Demand by Time of Day

Day	Saturday Time of Day (Time Beginning)													
	5:30 PM	5:45 PM	6:00 PM	6:15 PM	6:30 PM	6:45 PM	7:00 PM	7:15 PM	7:30 PM	7:45 PM	8:00 PM	8:15 PM	8:30 PM	8:45 PM
5/18/2013														
Main Parking Lot	40	43	47	47	62	63	75	78	83	81	--	--	--	--
Employee Parking Lot	26	25	25	25	25	25	28	25	25	26	--	--	--	--
<i>Total Parking Demand</i>	<i>66</i>	<i>68</i>	<i>72</i>	<i>72</i>	<i>87</i>	<i>88</i>	<i>103</i>	<i>103</i>	<i>108</i>	<i>107</i>	<i>--</i>	<i>--</i>	<i>--</i>	<i>--</i>
5/25/2013														
Main Parking Lot	--	--	54	45	47	48	44	53	46	44	39	39	40	35
Employee Parking Lot	--	--	27	28	27	26	29	27	28	27	26	26	26	25
<i>Total Parking Demand</i>	<i>--</i>	<i>--</i>	<i>81</i>	<i>73</i>	<i>74</i>	<i>74</i>	<i>73</i>	<i>80</i>	<i>74</i>	<i>71</i>	<i>65</i>	<i>65</i>	<i>66</i>	<i>60</i>
Max Parking Demand:	66	68	81	73	87	88	103	103	108	107	65	65	66	60