

**CITY OF BILLINGS**

**CITY OF BILLINGS VISION STATEMENT:**

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

---

**AGENDA**

**COUNCIL CHAMBERS**

**November 12, 2013**

**6:30 P.M.**

**CALL TO ORDER:** Mayor Hanel

**PLEDGE OF ALLEGIANCE:** Mayor Hanel

**INVOCATION:** Councilmember Crouch

**ROLL CALL:** Councilmembers present on roll call were:

**ELECTION OF DEPUTY MAYOR (BMCC Section 3.05)**

**MINUTES:** October 28, 2013

**COURTESIES:**

**PROCLAMATIONS:** National Hunger and Homelessness Awareness Week - November 16-24, 2013

**ADMINISTRATOR REPORTS - TINA VOLEK**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 & #3 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. **Bid Awards:**

1. **Library Building Pre-Demolition Asbestos Abatement.** (Opened 10/29/13)  
Recommend Safetech, Inc.; \$79,500.

- B. **Approval** to overturn the October 15, 2013, bid award to T & E Company in the amount of \$364,312 for purchase of a 2014 landfill compactor; to be rebid at a later date.
- C. **Change Order #1 - City Hall Lighting Retrofit** (Postponed from 10/28/13), Action Electric, \$10,547.
- D. **Approval** of Consent of Assignment transferring lease of cell tower located in the City of Billings landfill from MTPCS, LLC to Cedar TowerCo, LLC.
- E. **Agreement** with Rimrock Foundation for treatment services for Billings Adult Misdemeanor Treatment Courts; \$440,000 (grant-funded, 2 years).
- F. **Perpetual Right-of-Way Easement** with Popelka Enterprises, LLC, on Lot 3A, Block 1, Popelka Commerce Center Subdivision, for unlimited access for installation, maintenance and repair of public water main.
- G. **Approval** of application for State Revolving Fund Loan for W.O. 08-25, Zone 3 Chapple Expansion Project, \$6,000,000 (20-year amortization with 3% interest rate).
- H. **Acceptance of** State Highway Traffic Safety Billings Selective Traffic Enforcement Program (STEP) overtime grant - \$10,000; **authorizing** the Mayor to sign the Standard Agreement.
- I. **Bills and Payroll:**
  - 1. October 15, 2013
  - 2. October 21, 2013

#### **REGULAR AGENDA:**

- 2. **PUBLIC HEARING AND RESOLUTION** authorizing the sale of city-owned property described as the north 100 feet of Lot 11 (less 1,300 feet for street), Block 4, Sunset Subdivision, located at the intersection of 12th Street West and Grand Avenue. Recommendation to be made at November 12, 2013, meeting.
- 3. **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL 521 UNION CONTRACT (7/1/2013-6/30/2015)**. Postponed from 8/12/13, 8/26/13, 9/23/13, and 10/28/13. 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:** 11/12/2013

**TITLE:** Library Building Pre-Demolition Asbestos Abatement

**PRESENTED BY:** Bill Cochran, Library Director

**Department:** Library

---

**Information**

**PROBLEM/ISSUE STATEMENT**

The Library is scheduled to move into its new building in December 2013. Upon completion of the move, the current building will be demolished to make space for the new parking garden. However, building material containing asbestos must be removed from the building before it can be demolished.

An Invitation for Bid for pre-demolition asbestos abatement was advertised in the Billings Times on October 10 and October 17, 2013, as well as on the City's website. Bids were opened on October 29, 2013, and the City received four bids. Safetech, Inc. submitted the lowest responsible bid.

**ALTERNATIVES ANALYZED**

The Council may:

- Award the pre-demolition asbestos abatement contract to Safetech, Inc. in the amount of \$79,500.00; or
- Reject all bids, which would put the project behind schedule, resulting in additional expense.

**FINANCIAL IMPACT**

Contractor	Total Bid
Safetech, Inc.	\$79,500.00
Environmental Contractors	\$89,088.00
Schroeder Contracting, Inc.	\$94,252.00
Horsley Specialties, Inc.	\$135,800.00

**RECOMMENDATION**

Staff recommends that the City Council accept the low bid for the pre-demolition asbestos abatement from Safetech, Inc. in the amount of \$79,500.00.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

*No file(s) attached.*

---

**Regular City Council Meeting**

**Meeting Date:** 11/12/2013

**TITLE:** Reconsideration of the Landfill Compactor Bid Award Made on October 15, 2013

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

The Public Works Department presented bids to purchase a 2014 compactor for the landfill and presented those bids at the October 15, 2013 Council meeting. At that meeting Council took action to accept the bid and purchase a 2014 compactor from T&E Co. in the amount of \$364,312. Council action also included authorization to trade in an existing compactor to T&E Co. As a note, Council had previously rejected bids at the August 26, 2013 meeting and the compactor was rebid for the October 15, 2013 meeting. Following the October 15, 2013 meeting staff determined that the dollar amount awarded by Council did not allow for the purchase of the compactor because the award amount had subtracted a future buy back number that had been submitted by the bidder. The compactor will be rebid at a later date.

**ALTERNATIVES ANALYZED**

The City Council may:

- Overturn the October 15, 2013 Council action authorizing staff to purchase the 2014 landfill compactor from T&E Co. in the net amount of \$364,312 and reject all bids presented at the October 15, 2013 meeting; or
- Do not reject the bids, but the Council approved award will not allow the department to purchase the landfill compactor.

**FINANCIAL IMPACT**

The bids presented to Council at the October 15, 2013 meeting that were opened on September 24, 2013 were as follows:

Name	Net Bid
T&E Co.	\$364,312
Titan Machinery	\$485,378
Humdinger Equipment	\$475,000

All bid amounts reflect the net bid, which is the full price minus trade-in and 3 year buy-back. Purchasing this replacement compactor was approved by the City Council in the FY14 budget..

**RECOMMENDATION**

Staff recommends that the City Council overturn the October 15, 2013 award that accepted the bid to purchase a 2014 compactor from T&E Co. in the amount of \$364,312 that included trading in the existing compactor and a 3 year buy-back and reject all bids presented to Council at the October 15, 2013 meeting.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

*No file(s) attached.*

---

**Regular City Council Meeting**

**Meeting Date:** 11/12/2013

**TITLE:** Change Order #1, City Hall Lighting Retrofit, \$10,547

**PRESENTED BY:** Bruce McCandless, Assistant City Administrator

**Department:** City Hall Administration

---

**Information**

**PROBLEM/ISSUE STATEMENT**

The City Council considered this change order at its October 28 meeting, tabled it until November 12 and requested additional information about the reasons for the change order and its cost. Change Order 1 is for \$10,547 and has four (4) categories of work. There are about 600 lighting fixtures in City Hall. Because of the age of the building and the number of remodels that have been done over the years, there are several types of fixtures and all had been converted to electronic ballasts. About 30 of them had "quick start" ballasts that were incompatible with the new, lower wattage lamps. The project engineer inspected fixtures in random locations but none of these ballasts were discovered in the sample. When the contractor installed new lamps, the quick start ballasts burned out the bulbs over 2-3 weeks. Those ballasts and bulbs must be replaced and the cost is \$2,817. An additional dozen fixtures did not work when the contractor installed new lamps. Those ballasts must also be changed but there is no re-lamping cost, so the total cost is \$1,204. Staff believes that the cost to test all ballasts prior to bidding or lamp installation would have exceeded the \$4,000 cost of these changes.

The contractor found thirteen (13) emergency exit lights that have incandescent lighting. They must be LED fixtures to qualify for the NWE rebate. Whether identified for replacement in the specifications or identified by the contractor, the City is obligated to install and pay for them in order meet code and to obtain the \$92,000 NWE rebate. The total cost is \$3,510. The final category is work that customized lighting and motion sensor installations for the specific locations and office occupants. For example, a wall switch and motion sensor might have been specified, but in practice, would not function well because office furniture interferes with it. A ceiling sensor will work better in this office. There are fourteen (14) of these changes and the cost for this work is \$3,016. Sensors that were removed after installation and replaced will be kept as stock for future replacements.

**ALTERNATIVES ANALYZED**

There are no viable alternatives to changing ballasts, lamps and emergency lighting if the City wants to adequately light its work spaces and qualify for the \$92,000 NWE rebate. The customizations may be discretionary but if they aren't performed, the lighting will not work as efficiently or effectively. LED exit signs are required by the 2009 IECC.

**FINANCIAL IMPACT**

The work was engineered and estimated to cost \$81,000 but the low bid was \$46,698.30. The total cost for Change Order 1 is \$10,547, making the total project cost \$57,245. The Council committed \$81,000 of General Fund money for the project, so almost \$24,000 will be unspent and will remain in the General Fund. The source of the money was excess in the SID Revolving Loan Fund that was transferred to the General Fund.

**RECOMMENDATION**

Staff recommends that the City Council approve Change Order 1 for the City Hall Lighting Retrofit project, Action Electric and for a total of \$10,547.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

CO 1 City Hall lighting

---

# PROPOSED CHANGE ORDER

**ACTION ELECTRIC**  
1010 CENTRAL AVE.  
BILLINGS, MT 59102

**CCN #** 1  
**Date:** 10/17/2013  
**Project Name:** CITY HALL RETROFI  
**Project Number:** CITY HALL RETROFI  
**Page Number:** 1

Client Address:

**CITY OF BILLINGS**  
Contact: Saree Couture  
PO BOX 1178  
BILLINGS, MT 59103

---

## Work Description

---

### WORK DESCRIPTION:

1. ROOM B7 (BASEMENT BREAKROOM) - CHANGE WALL MOUNT OCCUPANCY SENSOR (ALREADY INSTALLED) TO A CEILING MOUNT OCCUPANCY SENSOR. **(\$257.00)**
2. ROOM B28 - DEDUCT LABOR FOR WALL OCCUPANCY SENSOR. ADD A CEILING MOUNT OCCUPANCY SENSOR AND PILOT LIGHT SWITCH. **(\$289.00)**
3. ROOM B40A (NORTH SIDE ELEVATOR ROOM) - DEDUCT LABOR FOR WALL OCCUPANCY SENSOR. SWITCH IS LOCATED OUTSIDE OF ROOM. ADD A CEILING MOUNT OCCUPANCY SENSOR TO THE LIGHT INSIDE AND ADD A PILOT LIGHT SWITCH TO THE OUTSIDE. **(\$289.00)**
4. ROOM 101 (LOBBY) - CHANGE BALLAST & LAMPS IN (15) FIXTURES AS NECESSARY DUE TO NEW LAMPS FAILING AFTER INSTALLATION. **(\$1,281.00)**
5. ROOM 104 - DEDUCT LABOR FOR WALL OCCUPANCY SENSOR. ADD A CEILING MOUNT OCCUPANCY SENSOR. **(\$153.00)**
6. ROOM 107 - DEDUCT LABOR FOR WALL OCCUPANCY SENSOR. ADD A CEILING MOUNT OCCUPANCY SENSOR. **(\$153.00)**
7. ROOM 137 (TROY HAGEL IT) - CHANGE WALL MOUNT OCCUPANCY SENSOR (ALREADY INSTALLED) TO A CEILING MOUNT OCCUPANCY SENSOR. **(\$257.00)**
8. ROOM 140A - (1) FIXTURE DOESN'T WORK, REPLACE BALLAST AND LAMPS AS NECESSARY. **(\$86.00)**
9. ROOM 141 - (1) FIXTURE DOESN'T WORK, REPLACE BALLAST AND LAMPS AS NECESSARY. **(\$86.00)**
10. ROOM 141A (DAVID OLSEN IT) - CHANGE WALL MOUNT OCCUPANCY SENSOR (ALREADY INSTALLED) TO A CEILING MOUNT OCCUPANCY SENSOR. **(\$257.00)**
11. ROOM 157 - (1) FIXTURE DOESN'T WORK, REPLACE BALLAST AND LAMPS AS NECESSARY. **(ISSUE RESOLVED)**
12. ROOM 161 - REMOVE (1) EXISTING EXIT SIGN AND REPLACE WITH (1) NEW LED EXIT SIGN. **(\$245.00)**
13. ROOM 173 - (1) U-TUBE LAMP IN 2X2 FIXTURE FLICKERS BEFORE GOING TO FULL BRIGHTNESS. REPLACE BALLAST. **(ISSUE RESOLVED)**
14. ROOM 180 - (1) FIXTURE DOESN'T WORK, REPLACE BALLAST AND LAMPS AS NECESSARY. **(\$86.00)**

**ORIGINAL**

## PROPOSED CHANGE ORDER

**ACTION ELECTRIC**  
1010 CENTRAL AVE.  
BILLINGS, MT 59102

Client Address:

**CITY OF BILLINGS**  
PO BOX 1178  
BILLINGS, MT 59103

**CCN #** 1  
**Date:** 10/17/2013  
**Project Name:** CITY HALL RETROFI  
**Project Number:** CITY HALL RETROFI  
**Page Number:** 2

15. ROOM 181 (JAMIE WEGNER PD) - MOVE SWITCH & OCCUPANCY SENSOR. **(\$158.00)**
16. ROOM 186 (IFFLAND PD) - DEDUCT LABOR FOR WALL OCCUPANCY SENSOR. ADD A CEILING MOUNT OCCUPANCY SENSOR. **(\$153.00)**
17. ROOM 212 - (1) FIXTURE DOESN'T WORK, REPLACE BALLAST AND LAMPS AS NECESSARY. **(\$86.00)**
18. ROOM 214 - (2) FIXTURES AT THE BACK WALL DO NOT WORK. REPLACE BALLAST OR RE-CIRCUIT AS NECESSARY. **(ISSUE RESOLVED)**
19. ROOM 217 - REPLACE ALL (16) 4-LAMP BALLAST WITH 2-LAMP T8 BALLAST. REWIRE ALL TOMBSTONES AND REPLACE (8) LAMPS. **(WORK COMPLETED) (\$1,536.00)**
20. ROOM 224 (FOYER) - REMOVE OCCUPANCY SENSOR AND REPLACE WITH NEW SWITCH AT ORIGINAL LOCATION. **(\$81.00)**
21. ROOM 234 (LADIES RESTROOM) - ADD CEILING MOUNT OCCUPANCY SENSOR AND SHORTEN TIMER TO SHUT OFF IN 10 MINUTES. **(\$299.00)**
22. ROOM 316 - NO SENSOR NECESSARY DUE TO BEING AN EGRESS PATH. **(-\$116.00)**
23. ROOM 323 (E WATTERS) - ADD A CEILING MOUNT OCCUPANCY SENSOR. **(\$241.00)**
24. ROOM 325 - (1) FIXTURES DO NOT WORK, REPLACE BALLAST AND LAMPS AS NECESSARY. **(\$86.00)**
25. ROOM 331 - (2) FIXTURES DO NOT WORK, REPLACE BALLAST AND LAMPS AS NECESSARY. **(\$171.00)**
26. ROOM 332A (COMMONS IN JAIL AREA PD) - ADD A CEILING MOUNT OCCUPANCY SENSOR (STEEL CEILING). **(\$288.00)**
27. CORRIDOR BA - REMOVE (3) EXISTING EXIT SIGNS AND REPLACE WITH (3) NEW LED EXIT SIGNS. **(\$734.00)**
28. CORRIDOR 118 - REMOVE (9) EXISTING EXIT SIGNS AND REPLACE WITH (9) NEW LED EXIT SIGNS. **(MOST HAVE BEEN DONE) (\$2,286.00)**
29. CORRIDOR 118 - (1) FIXTURE DOES NOT WORK, REPLACE BALLAST AND LAMPS AS NECESSARY. **(INCLUDED IN COST ABOVE)**
30. CORRIDOR 133 - REMOVE (1) EXISTING EXIT SIGN AND REPLACE WITH (1) NEW LED EXIT SIGN. **(\$245.00)**
31. CORRIDOR 210 - (3) FIXTURES STILL HAVE T12 BALLAST. REMOVE AND REPLACE WITH T8 BALLAST AND LAMPS AS NECESSARY. **(\$257.00)**
32. ELEVATOR D - (3) FIXTURES DO NOT WORK, REPLACE BALLAST. **(\$174.00)**
33. ROOM 401 - (1) FIXTURE DOES NOT WORK, REPLACE BALLAST AND LAMPS AS NECESSARY. **(\$86.00)**
34. ROOM 402 - (1) FIXTURE DOES NOT WORK, REPLACE BALLAST AND LAMPS AS NECESSARY. **(\$86.00)**
35. ROOM B33 - (3) FIXTURES DO NOT WORK, REPLACE BALLAST AND LAMPS AS NECESSARY. **(\$257.00)**

**Regular City Council Meeting**

**Meeting Date:** 11/12/2013

**TITLE:** MTPCS, LLC (CellularOne) Consent to Assignment Lease for Cell Phone Tower at the Landfill

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

---

**Information**

**PROBLEM/ISSUE STATEMENT**

MTPCS, LLS (CellularOne) currently leases land from the City of Billings for a cell phone tower at the landfill. MTPCS, LLC has requested to transfer the lease to Cedar TowerCO, LLC., which is a wholly-owned subsidiary of MTPCS, LLC. This Consent To Assignment will not affect any elements of the original agreement.

**ALTERNATIVES ANALYZED**

Council may:

- Approve the Consent of Assignment to Cedar TowerCo, LLC: or
- Not approve the Consent of Assignment to Cedar TowerCo., LLC which would leave the name on the lease as MTPCS, LLS.

**FINANCIAL IMPACT**

There is no financial impact to the City of Billings for the Consent of Assignment.

**RECOMMENDATION**

Staff recommends approving the Consent of Assignment from MTPCS, LLC to Cedar TowerCo, LLC.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

MTPCS, LLC

---

CELLULAR ONE

October 22, 2013

Dear Lessor:

Enclosed please find a "Consent to Assignment" relating to our existing lease relationship. Please sign and return this document to the address listed below, directed to my attention. Should you have any questions, please contact our Vice President of Finance and Planning, Angela Tufte, at 610-535-6904. Thank you for your prompt attention to this matter.

Sincerely,



Michael J. Kerin, CTP  
Director of Cash and Property Management  
MTPCS, LLC d/b/a Cellular One  
1170 Devon Park Drive, Suite 104  
Wayne, PA 19087

Encl.



## CONSENT TO ASSIGNMENT

The City of Billings, Montana, a government entity with an address at P.O. Box 1178, Billings MT 59103, on its own behalf and on behalf of its wholly-owned or indirect subsidiaries ("*Lessor*"), hereby consents to the assignment ("*Assignment*") of the rights, title, and interest of **MTPCS, LLC**, a Delaware limited liability company having an address at 1170 Devon Park Drive, Suite 104, Wayne PA 19087 ("*Assignor*") in and to that certain site agreement attached hereto as Exhibit A ("*Site Agreement*"), and the assumption of the obligations and liabilities thereunder accruing from and after the date of the Assignment (the "*Assignment Date*") by, Cedar TowerCo, LLC, a Delaware limited liability company with an address at 1170 Devon Park Drive, Suite 104, Wayne PA 19087 ("*Assignee*"); subject to the satisfaction of the following conditions:

1. Conditions.

- a) Authority. The Parties each hereby represent that all necessary authorizations required for the execution of this instrument have been given and that each of the undersigned representatives has been duly authorized to execute this instrument and bind the party for which it signs.
- b) Assumption. Immediately upon the Assignment from Assignor to Assignee, Assignee assumes Assignor's duties and obligations under the Site Agreement, whether now existing or hereafter arising, and agrees that this assumption establishes, for the benefit of Lessor, privity of contract between Lessor and Assignee.
- c) No Further Agreement. Lessor's consent to this Assignment shall not be deemed consent to any future assignment or transfer of the Site Agreement.

2. Release. The parties hereto agree that subject to the satisfaction of the conditions set forth in paragraph 1 of this instrument, Assignor shall have no further obligations or liabilities accruing under the Site Agreement after the Assignment Date, and that notwithstanding anything in the Site Agreement to the contrary, Lessor hereby releases Assignor from all obligations and liabilities accruing under the Site Agreement after the Assignment Date, it being expressly reserved unto Lessor the right to enforce all of the Assignor's obligations and liabilities under the Site Agreement that have accrued on or prior to the Assignment Date. Notwithstanding anything herein to the contrary, nothing herein shall release Assignor from its obligations and liabilities under the MLA or Site Agreement to the extent such obligations and liabilities arose or accrued prior to the Assignment Date.

3. No Default. Lessor agrees that Assignor is not currently in default under the Site Agreement, nor does any condition exist which, with the passage of time alone, could constitute a default under the Site Agreement.

4. Notices. The Site Agreement is modified to provide that as of the Assignment Date, the notice address of the Lessee, Licensee or Sublessee, as applicable, is as follows:

Cedar TowerCo, LLC  
1170 Devon Park Dr.  
Suite 104  
Wayne, PA 19087

5. Miscellaneous.

- a) This agreement will be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
- b) The parties agree that a scanned or electronically reproduced copy or image of this executed instrument shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof.

6. Counterparts. This instrument may be executed by facsimile or electronically transmitted signature, and in counterparts, each of which shall be deemed an original and all of which together will constitute the same instrument.

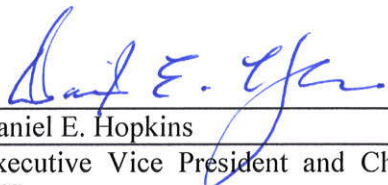
[Signatures are set forth on next page.]

IN WITNESS WHEREOF, the parties hereto have caused execution of this Consent by their duly authorized representatives as of the last signature date hereof.

**THE CITY OF BILLINGS, MONTANA**, on its own behalf and on behalf of its wholly-owned direct and indirect subsidiaries

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

**MTPCS, LLC:**

By:  \_\_\_\_\_  
Printed Name: Daniel E. Hopkins  
Title: Executive Vice President and Chief Financial Officer  
Signature Date: October 23, 2013

**CEDAR TOWERCO, LLC:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

**EXHIBIT A**

1. **South Billings:** Commercial Ground Lease for Use as a Communications Equipment Site by and between the City of Billings, Montana, and MTPCS, LLC as assignee of 3 Rivers Wireless d/b/a 3 Rivers PCS Incorporated, dated April 9, 2001.

**Regular City Council Meeting**

**Meeting Date:** 11/12/2013

**TITLE:** Rimrock Foundation Agreement for Treatment Services

**PRESENTED BY:** Sheila Kolar, Municipal Court Judge

**Department:** Court

---

**Information**

**PROBLEM/ISSUE STATEMENT**

Rimrock Foundation is one of the main treatment providers in the City of Billings and the sole provider of the specific treatment services needed for the participants within the three treatment courts in the Billings Adult Misdemeanor Treatment Court (BAMTC). Rimrock has provided treatment for BAMTC since its inception in 2005 because it is able to provide a continuum of treatment that is unavailable elsewhere. Rimrock Foundation has been selected to provide these services for BAMTC and was written as such into each of the grant proposals prior to being awarded.

**ALTERNATIVES ANALYZED**

Council may:

- Approve the agreement with Rimrock Foundation for treatment services;
- Not approve the agreement with Rimrock Foundation for treatment services and give staff guidance on obtaining treatment services for the BAMTC.

**FINANCIAL IMPACT**

The proposed agreement with Rimrock Foundation for treatment services will not exceed \$440,470 over the two remaining years of the acquired grants. The cost is included in the grants.

**RECOMMENDATION**

Staff recommends Council approve the agreement with Rimrock Foundation for treatment services for the Billings Adult Misdemeanor Treatment Courts.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Agreement

---



## CONSULTANT AGREEMENT

**THIS AGREEMENT** is made and entered into this 1st day of October, 2013, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and Rimrock Foundation, of Billings, MT 59101, hereinafter referred to as "**CONSULTANT**."

### **WITNESSETH:**

**WHEREAS**, the **CITY** proposes to purchase treatment services for Drug Court participants and desires to hire **CONSULTANT** as an independent **CONSULTANT** to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

**WHEREAS**, the **CITY** has authority to contract for such services, and;

**WHEREAS**, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

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

1. **PURPOSE:** **CITY** agrees to hire **CONSULTANT** as an independent **CONSULTANT** to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. **TERM:** This **AGREEMENT** shall be for a period of one (1) year, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for five (5) one year options by mutual agreement of both parties, in writing, thirty (30) days prior to termination.



3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a total price not to exceed \$440,470.

By the 10th day of each month, Consultant shall submit an invoice to the City for the treatment services provided during the previous month and which shall not exceed the amount awarded for each service as specified in the grants and contracts awarded the Billings Adult Treatment Courts by the various government entities that fund these services. Those amounts are:

Grant \$ 367,288 _____	Title SAMHSA 20 additional participants at any given point in time. (3 year grant, in 2 <sup>nd</sup> year))
Grant \$73,182 _____	Title Dept. of Justice – 20 participants at any given point in time (3 year grant, in 2 <sup>nd</sup> year)

\*\*The total amount of grant funds allowed for payout to Rimrock Foundation over the course of two years is **\$440,470**.

The City agrees to pay for these services within thirty (30) days of the receipt of the invoice.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

If partial payment is requested by **CONSULTANT**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONSULTANT**. **CITY** shall deduct five percent (5%) from each pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY**'s personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.



5. **INDEMNITY AND INSURANCE:**

- A. The Consultant shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the **AGREEMENT**.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.
- C. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** shall provide the following insurance:

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

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

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

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

**CONSULTANT** shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONSULTANT** shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for those members who are exempted as independent **CONSULTANTs** under the provisions of §39-71-401, MCA.



**CONSULTANT** shall furnish **CITY** with copies showing one of the following: (1) proof of registration as a registered Contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent Contractors.

**6. AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.



7. **AGREEMENTS OF CITY:**

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.
  
- B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is **Lenette Kosovich** and the Project Manager for **CITY** designated is **Judge Sheila R. Kolar**.

8. **NONDISCRIMINATION:**

- A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  
- B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
  
- C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
  
- D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.



- E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
9. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.
10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this



**AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.

14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.
15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.  
  
In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.
16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request, with the exception of any patient treatment records.
18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.
20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.
21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.



- 22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District Court for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
- 23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

**CITY OF BILLINGS, MONTANA**

\_\_\_\_\_  
**CONSULTANT (Print Name Above)**

By \_\_\_\_\_  
**THOMAS W. HANEL**  
**MAYOR**

By \_\_\_\_\_  
**Print Name** \_\_\_\_\_  
**Print Title** \_\_\_\_\_

**APPROVED AS TO FORM:**

By *Brent Brooks*  
**BRENT BROOKS, CITY Attorney**

## **Exhibit A**

**Scope of Work.** Rimrock will provide the following service levels to offenders enrolled in the BAMTC:

Rimrock Foundation will provide addiction counseling services for up to 50 Billings Adult Municipal Drug Court participants and 20 Billings Adult Municipal DUI Court clients at any given time at the level of care deemed appropriate for each participant through initial assessment and ongoing review. Participants shall have access to substance use treatment provided by Rimrock Foundation to include assessments, group therapy, individual therapy, family therapy, addiction education and treatment, aftercare and relapse prevention. Services provided by Rimrock Foundation specifically exclude inpatient or residential treatment. Other than services provided independently through Rimrock Foundation, services shall not include medical, psychiatric, case management services or mental health services. Contractor shall collaborate with the Court to locate other treatment services not provided above when indicated by assessment criteria.

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

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

<b>PRODUCER</b> PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638 406 238-1900	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Rimrock Foundation 1231 North 29th Street Billings, MT 59101	<b>INSURER A:</b> Philadelphia Indemnity Insuranc	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	PHPK976968	02/05/2013	02/05/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	PHPK976968	02/05/2013	02/05/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	X	PHUB410824	02/05/2013	02/05/2014	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional		PHPK976968	02/05/2013	02/05/2014	\$1,000,000 Each Occ \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Loc# 1 - 1231 N 29th St; Billings, MT

*Handwritten notes:*  
 should be \$1,500,000 each claim  
 → 4(C)F CONTRACT -  
 negl another \$500,000  
 P.3 SECTION

<b>CERTIFICATE HOLDER</b> City of Billings Adult Misdemeanor Drug Court P.O. Box 1178 Billings, MT 59103	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> JOHN ROBERTS

**Regular City Council Meeting**

**Meeting Date:** 11/12/2013  
**TITLE:** Perpetual Right of Way Easement  
**PRESENTED BY:** David Mumford, Public Works Director  
**Department:** Public Works

---

**Information**

**PROBLEM/ISSUE STATEMENT**

A new public water main is being extended west of South Billings Boulevard through the flag portion of Lot 3A of Popelka Commerce Center Subdivision to serve new development. This Perpetual Right of Way Easement will give unlimited access for the installation, maintenance and repair of the public water main. Future phases of the subdivision will construct public water main through Lot 3A and connect to an existing public water main located off of King Avenue East and which also is located within a recorded easement.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the Perpetual Right of Way Easement for Lot 3A, Block 1, Popelka Commerce Center Subdivision; or
- Do not approve the Perpetual Right of Way Easement.

The easement will give unlimited access for the Public Works utilities personnel to perform scheduled maintenance and or repair on the public water main.

**FINANCIAL IMPACT**

No compensation is associated with this easement.

**RECOMMENDATION**

Staff recommends that the Council approve the Perpetual Right of Way Easement document between Popelka Enterprises, LLC and the City on Lot 3A, Block 1, Popelka Commerce Center Subdivision.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Exhibit A  
Subdivision plat  
Easement Doc

---

# EXHIBIT A

A 60-FOOT WIDE PUBLIC ACCESS, WATER SEWER & STORM DRAIN EASEMENT  
WITHIN

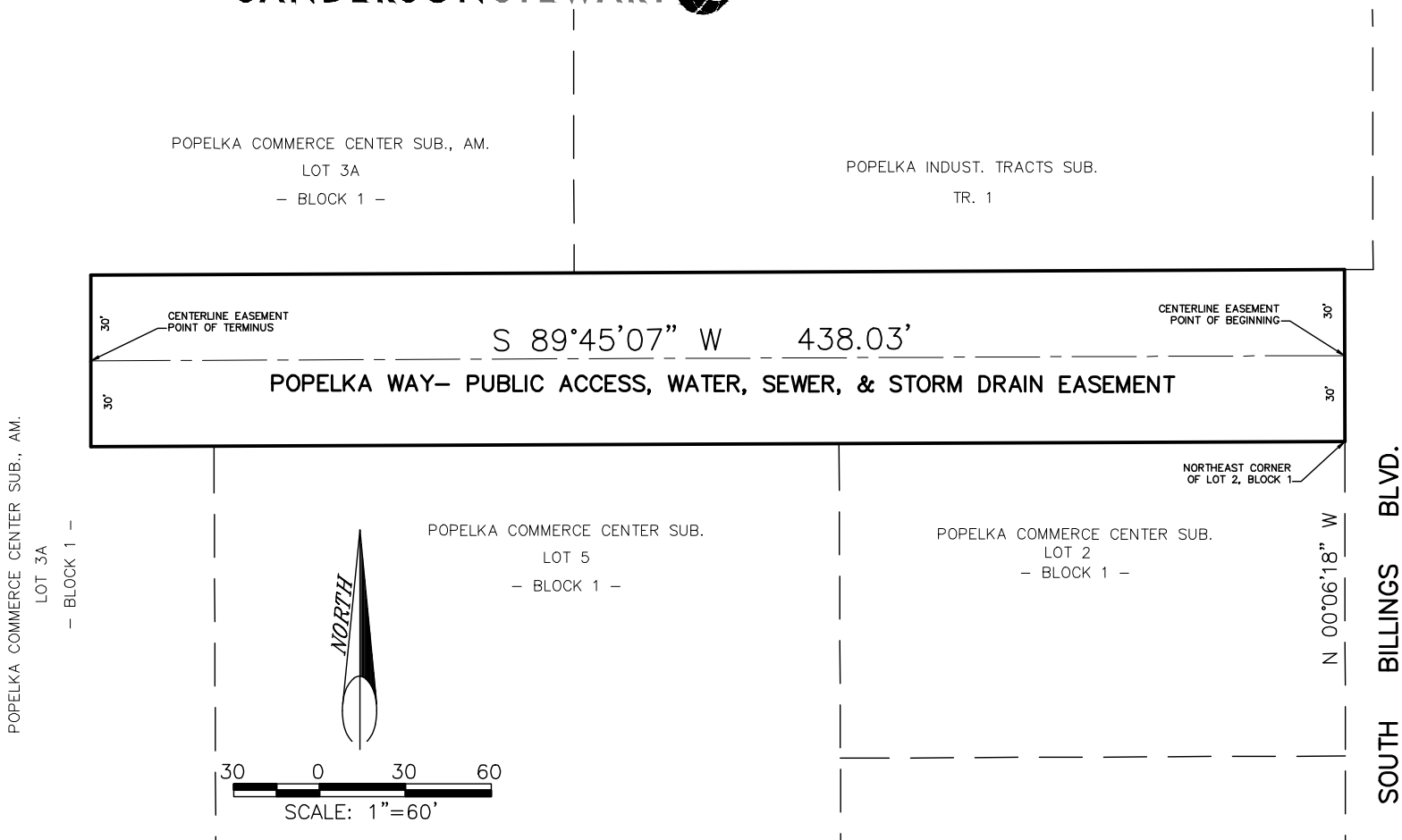
LOT 3A OF THE AMENDED PLAT OF LOTS 3 AND 4, BLOCK 1, POPELKA COMMERCE CENTER SUBDIVISION

PREPARED FOR : POPELKA ENTERPRISES LLC

SEPTEMBER 2013

PREPARED BY : **SANDERSON STEWART**

BILLINGS, MONTANA

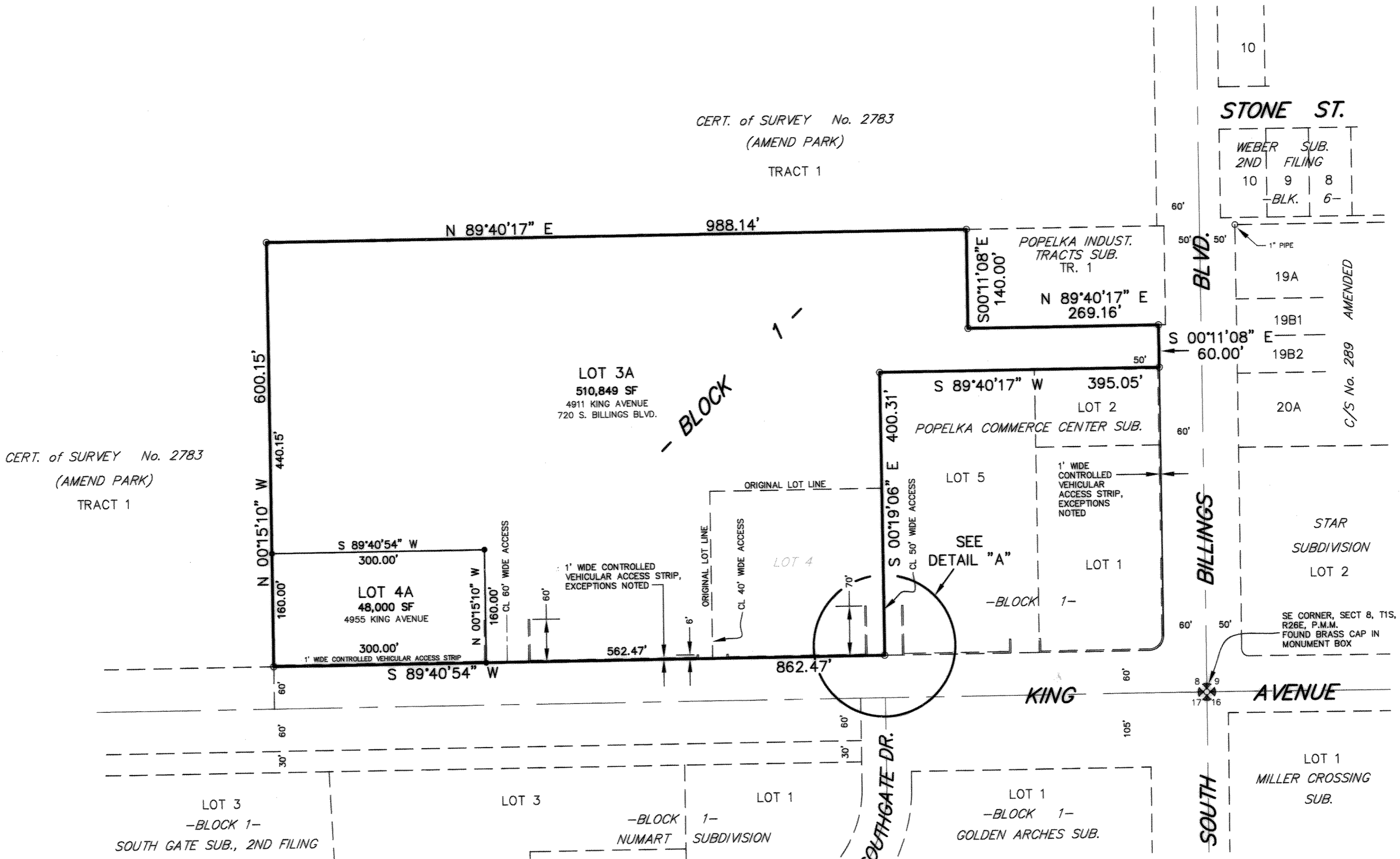
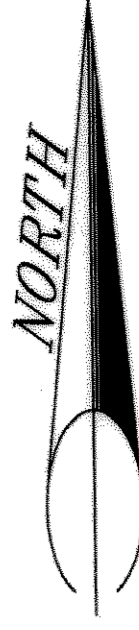


# AMENDED PLAT OF LOTS 3 AND 4, BLOCK 1, POPELKA COMMERCE CENTER SUBDIVISION

SITUATED IN THE SE 1/4 OF SECTION 8,  
TOWNSHIP 1 SOUTH, RANGE 26 EAST, P.M.M.  
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : POPELKA ENTERPRISES, LLC  
PREPARED BY : ENGINEERING, INC.  
SCALE : 1"=100'

OCTOBER, 2004  
BILLINGS, MONTANA



CERT. of SURVEY No. 2783  
(AMEND PARK)  
TRACT 1

CERT. of SURVEY No. 2783  
(AMEND PARK)  
TRACT 1

STONE ST.

WEBER SUB.  
2ND FILING  
10 9 8  
-BLK. 6-

POPELKA INDUST.  
TRACTS SUB.  
TR. 1  
N 89°40'17" E  
269.16'

LOT 3A  
510,849 SF  
4911 KING AVENUE  
720 S. BILLINGS BLVD.

LOT 2  
POPELKA COMMERCE CENTER SUB.  
S 89°40'17" W 395.05'

LOT 4A  
48,000 SF  
4955 KING AVENUE  
300.00'

LOT 1  
SEE DETAIL "A"

STAR  
SUBDIVISION  
LOT 2

SE CORNER, SECT. 8, T.1S., R.26E., P.M.M.  
FOUND BRASS CAP IN  
MONUMENT BOX

KING

AVENUE

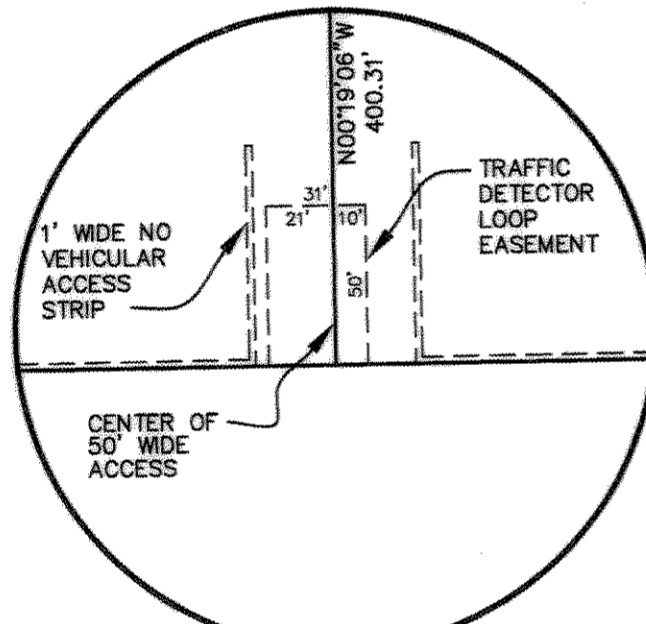
LOT 1  
MILLER CROSSING  
SUB.

LOT 3  
-BLOCK 1-  
SOUTH GATE SUB., 2ND FILING

LOT 3  
-BLOCK 1-  
NUMART SUBDIVISION

LOT 1  
-BLOCK 1-  
GOLDEN ARCHES SUB.

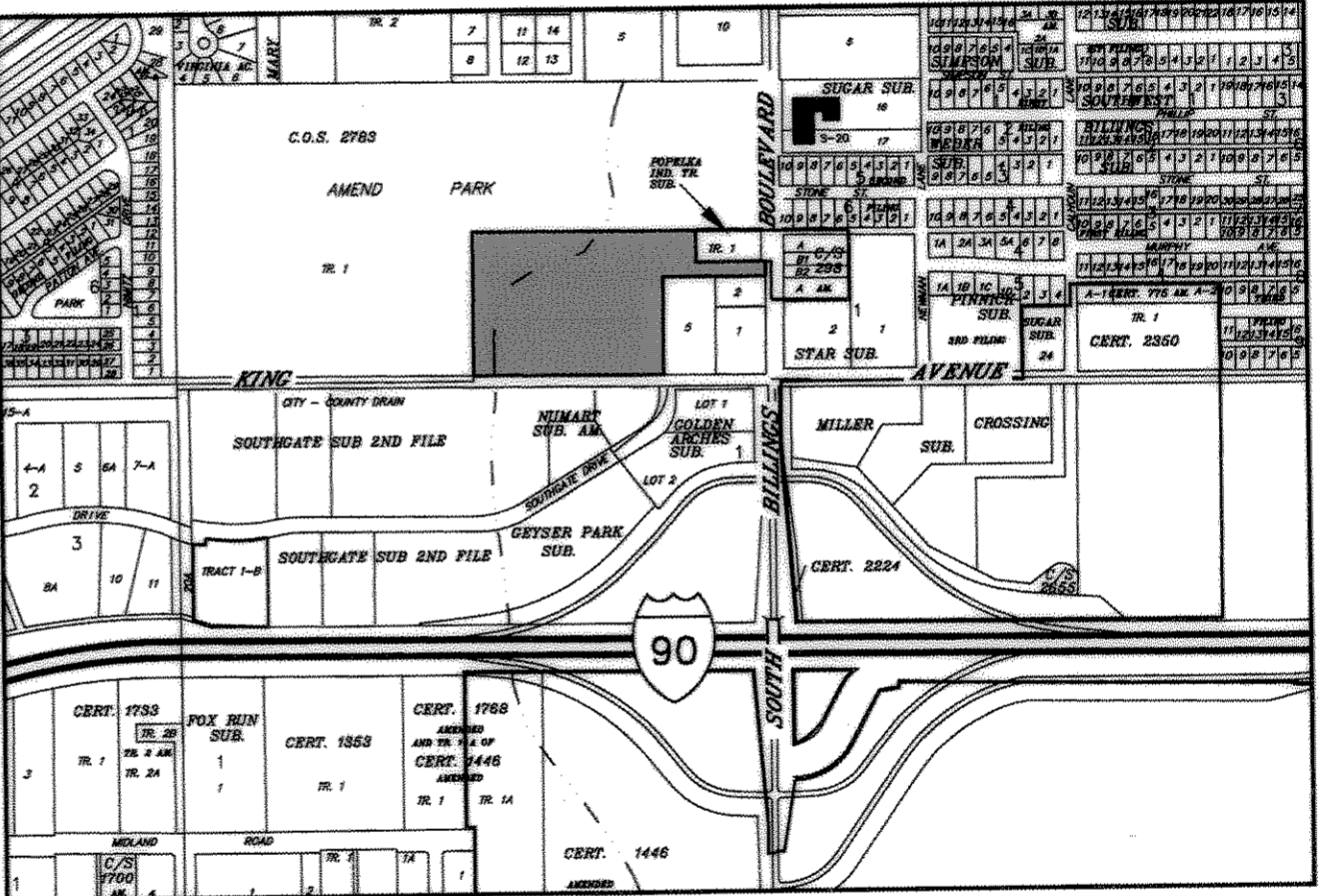
SOUTH



DETAIL "A"  
SCALE: 1"=60'

- BASIS OF BEARING: PLAT OF POPELKA COMMERCE PARK SUBDIVISION.
- = FOUND REBAR AND CAP MARKED "ENGINEERING INC BILLINGS MT".
  - = SET 5/8" X 18" REBAR AND CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "ENGINEERING INC BILLINGS MT".

NOTE:  
LOTS 3A AND 4A AS SHOWN HEREON ARE SUBJECT TO AN  
"AMENDMENT TO DRIVEWAY EASEMENT AGREEMENT"  
RECORDED UNDER DOCUMENT No 3216419,  
RECORDS OF YELLOWSTONE COUNTY, MONTANA.



VICINITY MAP  
NOT TO SCALE

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing AMENDED PLAT for errors and omissions in computations and drafting.

*James L. Peterson, ES* 4-4-05  
Examining Land Surveyor Date

CERTIFICATE OF COUNTY TREASURER

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

Date April 8, 2005  
Yellowstone County Treasurer  
By: *Linda M. O'Leary*  
Deputy

CERTIFICATE OF CITY ATTORNEY

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

DATED: 4-6-05  
Reviewed by: *Patricia Brooks*

EASEMENT

Document No. 3328537



PURPOSE OF SURVEY - RELOCATION OF COMMON BOUNDARY LINE

The undersigned hereby certify that the purpose of this survey is to relocate the common boundary line between lots within an existing subdivision, fewer than six lots are being effected and no additional lots are being hereby created.

Therefore this division of land is exempt from review as a subdivision pursuant to Section 76-3-207(1)(d), M.C.A.

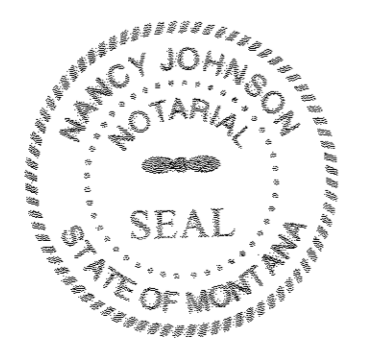
The undersigned further certifies that this survey is not subject to review by the Department of Environmental Quality pursuant to ARM 17.36.605(2)(b) which exempts lots "that have no existing facilities for water supply, waste water disposal and solid waste disposal other than those that were previously approved by the reviewing authority".

Popelka Enterprises, LLC  
By: *Richard Popelka*  
Title: Managing Member

STATE OF MONTANA )  
County of Yellowstone ) :ss

On this 21st day of March, 2005, before me the undersigned Notary Public for the State of Montana, personally appeared Richard Popelka, known to me to be the person who signed the forgoing instrument as Managing Partner of Popelka Enterprises, LLC, and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

*Nancy Johnson*  
Notary Public in and for the State of Montana  
Printed Name Nancy Johnson  
Residing at Billings, MT  
My commission expires 3 Sep 2008



CERTIFICATE OF SURVEYOR

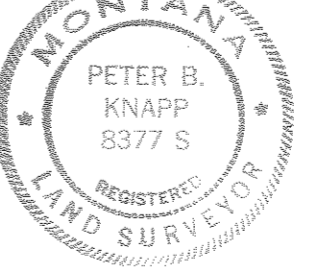
STATE OF MONTANA )  
County of Yellowstone ) :ss

The undersigned, a Montana Registered Land Surveyor, being first duly sworn, deposes and says that during the month of October, 2004, a survey was performed under his supervision of a tract of land situated in the SE1/4 of Section 8, T. 1 S., R. 26 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Lots 3 and 4 in Block 1 of Popelka Commerce Center Subdivision according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana under Document No 3250439; containing a gross area and a net area of 558,849 square feet.

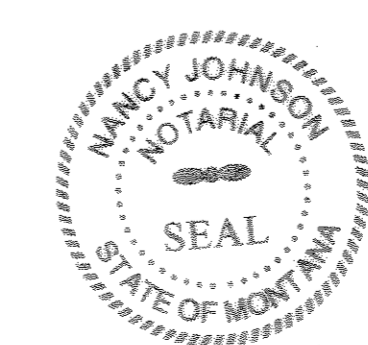
That the monuments found and set are of the character and occupy the positions shown hereon, that said survey and the plat hereof shows true and correct dimensions and that the plat conforms with the work on the ground.

ENGINEERING, INC.  
By: *Peter B. Knapp*  
Montana Registration No. B377-3



Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this 21st day of March, 2005.

*Nancy Johnson*  
Notary Public in and for the State of Montana  
Printed Name Nancy Johnson  
Residing at Billings, Montana  
My commission expires 3 Sep 2008



# PERPETUAL RIGHT-OF-WAY EASEMENT

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, the undersigned, **POPELKA ENTERPRISES, LLC** of the address of P.O. Box 50126, Billings, Montana 59105, hereinafter called "Grantor", hereby grants and conveys unto **THE CITY OF BILLINGS** ("Grantee"), a municipal corporation and political subdivision of the State of Montana, whose mailing address is P.O. Box 1178, Billings, Montana 59103, hereinafter called "GRANTEE", a perpetual easement and right-of-way over, across, under, and through the following described real property in Yellowstone County, Montana:

Lot 3A, Block 1 of the Amended Plat of Lots 3 and 4, Block 1, Popelka Commerce Center Subdivision recorded April 11th, 2005 under Document No. 3328537 in the office of the Clerk and Recorder, Yellowstone County, Montana; more particularly described as follows:

A 60-foot wide strip of land across said Lot 3A, being 30 feet each side of the following described centerline:

Beginning at a point on the westerly right-of-way limit of South Billings Boulevard; said point being N00°16'18"W, 30.00 feet from the northeast corner of Lot 2, Block 1, Popelka Commerce Center Subdivision; thence from said point of beginning, S89°45'07"W, 438.03 feet to the point of terminus, said described easement containing an area of 26,281.6 square feet more or less, as shown on the attached EXHIBIT A.

This perpetual easement to Grantee is for the purpose of public access and constructing, reconstructing, maintaining, operating, servicing, repairing, and replacing sanitary sewers, water lines, and/or storm drains over, across, under, and through the above said real property, together with the free right of ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, and replacing said sanitary sewers, water lines, and/or storm drains and appurtenances, and adding additional sanitary sewers, water lines, and or storm drains.

Grantor shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

- A. Grantor and its successor or successors agrees not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape, or form, except as may be licensed by Grantee.
- B. Grantor agrees not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges, nor any other plantings of a similar nature, except as may be licensed by Grantee.

Grantor agrees that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their normal duties at any time, day or night, regardless of outside weather conditions.

- C. Grantor agrees to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing sanitary sewers, water lines, and/or storm drains and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the City of Billings.
- D. Grantor agrees that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair, or service work to the sanitary sewer, water lines, and/or storm drain by the City of Billings shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.
- E. Hold Harmless Statements :
  - 1. Grantor agrees that the owner or owners of the above-described property shall at all times fully relieve and save harmless the City of Billings and their authorized representatives for any and all damages to any plant material, ground cover, object, material, equipment or property of any kind that may be located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from the easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.
  - 2. Grantor agrees the owners of the above-described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations, or responsibilities contained in this agreement.
- F. The Restrictions, Covenants, and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

“GRANTOR”

PEPELKA ENTERPRISES, LLC

By: Robert A. Popelka

Title: Managing Member

PEPELKA ENTERPRISES, LLC

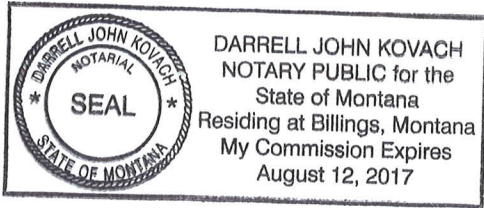
By: Patricia D. Sanford

Title: Managing Member

STATE OF MONTANA )  
 : ss.  
County of Yellowstone )

On this 9<sup>th</sup> day of October, 2013, before me, a Notary Public in and for the State of Montana, personally appeared Robert Popelka, and Patricia Sanford who is the Managing Member and Managing Member of POPELKA ENTERPRISES, LLC, who executed the foregoing instrument and who acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal the day and year hereinabove written.



Darrell John Kovach  
Notary Public in and for the State of Montana  
Printed name: Darrell John Kovach  
Residing at Billings, Montana  
My commission expires: 8/12/17

The Mayor and City Council of the City of Billings acknowledge receipt of this easement and hereby accept the property interest conveyed through this instrument.

“GRANTEE”

CITY OF BILLINGS, MONTANA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal the day and year hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Regular City Council Meeting**

**Meeting Date:** 11/12/2013

**TITLE:** W.O. 08-25 - Zone 3 Chapple Expansion, State Revolving Fund (SRF) Backed Loan Application

**PRESENTED BY:** David Mumford,

**Department:** Public Works

---

**Information**

**PROBLEM/ISSUE STATEMENT**

The Zone 3 Chapple Reservoir Expansion project involves the construction of an additional storage reservoir to meet current storage deficits and support ongoing growth in the area. The new reservoir will serve Zone 3 West and will be located west of Rimpoint and north of Rimrock. This project is included in the Capital Improvement Program (CIP) with a specified funding source of State Revolving Fund (SRF) loan. Using debt for large capital improvements to spread costs over time helps in achieving rate stability and also provides rate equity by spreading costs over the period of time that the capital improvement benefits the public. The SRF Loan Program was established by the Montana Legislature to make at-or below-market interest rate loans to eligible Montana entities for water and wastewater improvement projects. The SRF program is funded with capitalization grants from the U.S. Environmental Protection Agency and is matched with State-issued general obligation bonds.

The current SRF loan terms are 20 year amortization with a 3% interest rate. The comparative current market rate for 20 year, non-collateralized revenue bonds is approximately 4.3%. The Zone 3 East project is included on the Montana Department of Environmental Quality's Drinking Water SRF Intended Use Plan; however, the attached SRF Application is required to apply for the loan.

**ALTERNATIVES ANALYZED**

The Council may:

- Apply for SRF funding; or
- Do not apply for the SRF loan. Alternate financing would need to be secured or other capital projects would need to be deferred to complete this project.

**FINANCIAL IMPACT**

The total cost of this project is estimated at \$6,730,000, including \$416,125 of related loan costs for bond counsel, audit fees, and required loan reserves. Water revenues will be used to fund \$730,000 of the project and the remaining \$6,000,000 will be funded through the SRF loan. The estimated annual debt service over the next 20 years for this loan is \$401,125 and will be funded with water revenues.

**RECOMMENDATION**

Staff recommends that Council authorize the Mayor to execute the application for a State Revolving Fund backed water loan in the amount of \$6,000,000.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

SRF Application

---

**UNIFORM APPLICATION FORM  
FOR MONTANA PUBLIC FACILITY PROJECTS**

(Please type or print legibly)

**SECTION A - CERTIFICATION**

To the best of my knowledge and belief, the information provided in this application and in the attached documents is true and correct.

Name (printed): Thomas W. Hanel

Title (printed): Mayor, City of Billings  
Chief Elected Official or Authorized Representative

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION B - SUMMARY INFORMATION**

1. NAME OF APPLICANT(S): City of Billings
2. TYPE OF ENTITY: Municipality
3. FEDERAL TAX ID NUMBER: 81-6001237
4. TYPE OF PROJECT: Water
5. SENATE AND HOUSE DISTRICTS: Senate 22-28 House 46-54
6. POPULATION SERVED BY PROJECT: 30,000 – 35,000
7. NUMBER OF HOUSEHOLDS SERVED BY PROJECT: 13,500 – 15,750

**8. CHIEF ELECTED OFFICIAL OR AUTHORIZED REPRESENTATIVE:**

**Thomas W. Hanel**

(Name)

**Mayor, City of Billings**

(Title)

**P.O. Box 1178**

(Street/PO Box)

**Billings, MT 59103**

(City/State/Zip)

**406-657-8296**

(Telephone)

(FAX No)

**hanelt@ci.billings.mt.us**

(E Mail address)

**10. PROJECT ENGINEER/ARCHITECT:**

**Jamie Eichenberger**

(Name of Engineer)

**Brown and Caldwell**

(Name of Firm)

**1697 Cole Boulevard, Suite 200**

(Street/PO Box)

**Golden, CO 80401**

(City/State/Zip)

**303.239.5400**

(Telephone)

(FAX No)

**jeichenberger@brwnald.com**

(E Mail address)

**12. LEGAL COUNSEL:**

**Brent Brooks, J.D.**

(Name)

**City Attorney**

(Title)

**210 N 27<sup>th</sup> Street**

(Street/PO Box)

**Billings, MT 59101**

(City/State/Zip)

**406-657-8205**

(Telephone)

(FAX No)

**bbrooks@ci.billings.mt.us**

(E Mail address)

**14. CLERK/CHIEF FINANCIAL OFFICER:**

**Pat Weber**

(Name)

**Finance Director**

(Title)

**210 N 27<sup>th</sup> Street**

(Street/PO Box)

**Billings, MT 59101**

(City/State/Zip)

**406-657-8209**

(Telephone)

(FAX No)

**weberp@ci.billings.mt.us**

(E Mail address)

**9. PRIMARY ENTITY CONTACT PERSON:**

**Will Robbins**

(Name)

**Staff Engineer**

(Title)

**2224 Montana Avenue**

(Street/PO Box)

**Billings, MT 59101**

(City/State/Zip)

**406-657-8237**

(Telephone)

(FAX No)

**robbinsw@ci.billings.mt.us**

(E Mail address)

**11. GRANT/LOAN ADMINISTRATOR:**

**Jennifer Duray, CPA**

(Name)

**Public Works Finance Manager**

(Title)

**2224 Montana Avenue**

(Street/PO Box)

**Billings, MT 59101**

(City/State/Zip)

**406-657-8239**

(Telephone)

(FAX No)

**durayj@ci.billings.mt.us**

(E Mail address)

**13. BOND COUNSEL:**

**Erin McCrady**

(Name)

**Dorsey & Whitney, LLP**

(Title)

**125 Bank Street, Suite 600**

(Street/PO Box)

**Missoula, MT 59802**

(City/State/Zip)

**406-329-5585**

(Telephone)

(FAX No)

**Mccrady.erin@dorsey.com**

(E Mail address)

**15. ACCOUNTANT:**

**Merrilee F. Glover, CPA**

(Name of Accountant)

**Junkermier, Clark, Campanella, Stevens, P.C.**

(Name of Firm)

**P.O. Box 1965**

(Street/PO Box)

**Bozeman, MT 59715**

(City/State/Zip)

**406-587-1277**

(Telephone)

(FAX No)

**(E Mail address)**

**16. BRIEF PROJECT SUMMARY:** (Refer to instructions and examples)

**Historical Information -**

The City of Billings identified a need for more water storage in Zone 3 West in the 2006 Water & Wastewater Master Plan. The Zone 3 Chapple Expansion project is proposed to provide potable water storage for growth areas, maintain water distribution pressure, and provide redundancy for water storage in west Billings.

**Problem -**

The existing water storage requirements for Zone 3 were analyzed in the 2006 Master Plan. The analysis showed that Zone 3 had available storage of 5.5 MGD, operational storage of 1.86 MGD, emergency storage of 6.18 MGD, fire storage of .68 MGD, and a total storage of 8.72 MGD. The report showed Zone 3 West had a water storage deficit in the water supply system.

**Proposed Solution -**

The proposed solution is to build a 2 MG concrete storage reservoir to meet current and near future storage deficits. The result is a total of 10.7 MG storage available to serve Zone 3 West. A 2 MG size was selected to minimize concerns with water age and disinfection by-products. Because of lower growth rates than anticipated and the aforementioned water age and disinfection by-product concerns, a reservoir sized to meet the 2025 deficit identified in the Facilities Plan was not deemed warranted. As storage requirements increase in the future, a fourth reservoir could be added to serve Zone 3 West.

**SECTION C - FINANCIAL INFORMATION**

**1. ESTIMATED TOTAL PROJECT COST:** \$ 6,730,000

**2. PROPOSED FUNDING SOURCES** (List loans and grants from same funding source separately) (Refer to the instructions and examples):

Source	Type of Funds	Amount	Status of Commitment	Loan Rates and Terms
SRF	Loan	\$6,000,000	Discussed	3%, 20 years
City of Billings	Water Revenues	\$730,000	Available	

### 3. FUNDING STRATEGY NARRATIVE

• Funding Strategy Narrative (**Complete and attach**)

(Refer to the instructions. Answer each question individually.)

- a. What are the conditions on the use of each source of funds?

The City of Billings will need an SRF Loan for \$6,000,000. The loan will presumably be at 3% interest for 20 years. This funding is needed to complete the Zone 3/Chapple Project.

- b. When will each source of funds listed be available (month and year)?

The rate increase to pay for the SRF Loan was available July 1, 2013. The construction contract is scheduled to be awarded November or December 2013. Presumably, the SRF loan will close shortly after the construction contract is awarded. The project will go forward using cash reserves from the City of Billings and a reimbursement resolution (already in place), until the loan is available for use.

- c. Is there any additional information on the level of commitment for each source of funds listed?

No.

- d. How will funding sources be coordinated with each other?

The project will go forward with cash reserves from the City of Billings and a reimbursement resolution until the loan is available for draw downs.

- e. Will interim-loan funds be required as part of the project? If yes, how will they be used and coordinated with other funding sources?

No

- f. What other sources of funds from public and private sources have been considered for this project? Explain why they are not being pursued or used for this project.

The City of Billings will use approximately \$730,000 of water revenues to pay for all related administration, financial, and land acquisition costs; however, all other revenues are allocated to other projects.

- g. If a particular source of funding is not obtained, how will the applicant proceed? Explain how the funding strategy will change if a particular source of funding is not received.

This project is extremely important to meet the current and future needs of Billings. Thus, if the SRF loan is not approved, the City would continue with the project either by cancelling other locally funded water projects or pursuing bonds on the open market

- h. What is the level of local financial participation in the project and is that level the maximum that the applicant can reasonably provide?

The City of Billings will use water revenues of \$730,000 to fund the project. This is the maximum amount of funding the City can provide without cancelling other locally funded projects.

### 4. PROJECT BUDGET FORM

• Project Budget Form (**Complete form on next page**)

(Refer to the instructions and example)

• Project Budget Narrative (**Complete and attach**)

(Refer to the instructions and example)

Completed by: Jennifer Duray, CPA

For: City of Billings

Date: 8-26-13

ADMINISTRATIVE and FINANCIAL COSTS:	SOURCE: SRF Loan	SOURCE: City	SOURCE:	SOURCE:	SOURCE:	TOTAL
Personnel Costs		\$ 63,475				\$ 63,475
Office Costs						
Professional Services						
Legal Costs						
Audit Fees		\$ 5,000				\$ 5,000
Travel & Training						
Loan Fees						
Loan Reserves		\$401,125				\$ 401,125
Interim Interest						
Bond Counsel and Related Costs		\$ 10,000				\$ 10,000
TOTAL ADMINISTRATIVE/FINANCIAL COSTS	\$ 0	\$479,600				\$ 479,600
ACTIVITY COSTS:						
Land Acquisition		\$250,400				\$ 250,400
Preliminary Engineering	\$ 112,391					\$ 112,391
Engineering/Architectural Design	\$ 367,415					\$ 367,415
Construction Engineering Services	\$ 342,296					\$ 342,296
Construction	\$4,707,180					\$4,707,180
Contingency	\$ 470,718					\$ 470,718
TOTAL ACTIVITY COSTS	\$6,000,000	\$250,400				\$6,250,400
TOTAL PROJECT COSTS	\$6,000,000	\$730,000				\$6,730,000

## ADMINISTRATIVE AND FINANCIAL COSTS

**Personnel Costs** **\$63,475**

This will be used to pay for the time spent on this project by the City's staff engineer, City Engineer, and administrative/financial personnel. Funds for this budget item will be provided by water revenues.

**Audit Fees** **\$5,000**

\$5,000 of water revenues is budgeted to meet the portion of the organizational audit that can be attributed to the project in accordance with the Single Audit Act.

**Loan Reserves** **\$401,125**

\$401,125 has been budgeted for loan reserves. City water revenues will be used to fund this budget item.

**Bond Counsel and Related Costs** **\$10,000**

\$10,000 of water revenues has been budgeted for the City's bond counsel costs.

**TOTAL ADMINISTRATIVE AND FINANCIAL COSTS** **\$479,600**

Administrative and financial costs represent 7.1% of the total project costs.

## ACTIVITY COSTS

**Land Acquisition** **\$250,400**

The City needs to purchase the land from one property owner that is needed to put the tank for this project on. Water revenues will be utilized for all land acquisition costs.

**Preliminary Engineering** **\$112,391**

The total cost of preliminary design and site investigations is estimated at \$112,391.

**Engineering/Architectural Design** **\$367,415**

The total cost of design, project coordination, and management is estimated at \$367,415.

**Construction Engineering Services** **\$342,296**

The total cost of construction engineering, including bidding, construction administration, inspecting the construction of the project, and project close-out costs is estimated at \$342,296.

**Construction** **\$4,707,180**

Based on engineering cost estimates, the total cost of construction of the project is estimated at \$4,707,180.

**Contingency** **\$470,718**

Contingency funds are 10% of the construction costs because the project could encounter unknowns during construction. These unknowns usually cannot be predicted and are discovered once construction has commenced.

**TOTAL ACTIVITY COSTS** **\$6,250,400**

**TOTAL PROJECT COSTS** **\$6,730,000**

**5. CURRENT DEBT** (Refer to the instructions and example on page 23)

Year Issued	Purpose	Type of Bond/ Security	Amount	Maturity Date (mo/yr)	Debt Holder	Coverage Requirement	Avg. Annual Payment Amount	Outstanding Balance
2005	Water	Revenue	\$17,300,000	7-2025	DNRC	125%	\$1,126,798	\$11,792,000
2009	Water	Revenue	\$2,750,000	7-2029	DNRC	125%	\$185,480	\$2,343,000
2009	Water	Revenue	\$333,700	7-2029	DNRC	125%	\$19,845	\$278,000
2009	Water	Revenue	\$416,300		DNRC			Loan Forgiven
2010	Water	Revenue	\$6,795,215	7-2029	DNRC	125%	\$450,663	\$5,694,000
2010	Water	Revenue	\$2,485,612	7-2030	DNRC	125%	\$149,155	\$1,976,000
2012	Water	Revenue	\$3,100,000	7-2032	DNRC	125%	\$205,973	\$1,768,122

**6. CURRENT ASSETS** (Indicate if assets are obligated.) (Refer to the instructions on page 23.) *UNAUDITED*

Cash \$ 15,404,433  
 (Details) SRF loan reserves = 2,140,434, \$1,025,853 restricted for loan payments.

Investments \$ 13,017,030  
 (Details) \_\_\_\_\_

Certificates of Deposit \$ \_\_\_\_\_  
 (Details) \_\_\_\_\_

Accounts Receivable \$ 2,646,516  
 (Details) \_\_\_\_\_

Any other current assets not specifically indicated above \$ 1,403,629  
 (Details) Inventories \_\_\_\_\_

**7. BALANCE SHEET** (Submit if applying to RD; contact the other programs to determine if or when this information is needed.)

Balance Sheet (Check if attached)

**8. INCOME AND EXPENSE STATEMENT** (Submit if applying to RD; contact the other programs to determine if or when this information is needed.)

Income and Expense Statement (Check if attached)

**SECTION D - CENSUS INFORMATION**

**Do not fill in this section.** The following information will be completed by the receiving agency using data supplied by the U.S. Bureau of the Census and the U.S. Department of Housing and Urban Development based on Census data.

- 1. MEDIAN HOUSEHOLD INCOME \$ \_\_\_\_\_
- 2. LOW TO MODERATE INCOME PERSONS: The percent of the population at or below the level designated as low to moderate income. % \_\_\_\_\_
- 3. POVERTY: The percent of the population characterized as at or below the level designated as poverty. % \_\_\_\_\_

**SECTION E - SYSTEM INFORMATION** (Refer to instructions)

**Number of unimproved properties in jurisdiction:** \_\_\_\_\_

☛ **Complete and attach the "System Information Worksheet."** The figures required for the items listed below that are denoted with an "☛" are computed using the "System Information Worksheet." The letter in parenthesis following the "☛" denotes the location in the worksheet to find the figure to be inserted.

	<u>Current</u>	<u>Projected</u>
1. Total System Annual Revenue	\$ 25,626,184	\$ 24,000,000
2. Total System Annual Operation and Maintenance Costs	\$ 11,242,703	\$ 12,275,000
3. Total System Equivalent Dwelling Units* ☛(e) for current and (k) for projected	37,956	38,430
4. Total <b>Residential</b> Equivalent Dwelling Units* ☛(f) for current and (m) for projected	26,164	26,500
5. Annual Revenue from Residential Hookups	\$ 12,070,420	11,600,000
6. Percent of Total Annual Revenue from Residential Hookups	47%	
7. Average Monthly Residential Rate	\$ 38.44	\$ 36.48 **
	☐ Check box if this is a flat rate.	<u>Projected Average Monthly Residential Rate</u> ☛ (w) or (x)
8. <u>Other System</u> Average Monthly Residential Rate	\$ 20.55	\$ 21.70

\* If this application is for a solid waste project, see instructions.

\*\* See note on page 44

**SYSTEM INFORMATION WORKSHEET**

(Refer to instructions)

**SUBSECTION 1 – EQUIVALENT DWELLING UNIT COMPUTATION**

Applicants with either a water and wastewater project must complete Section I, regardless of whether the applicant is served by a central water system or is planning to charge residential users a flat user fee. If the applicant is not served by a central water system, or it has water connections that provide service to multiple mixed uses, such as commercial and residential, refer to the instructions on page 30 for information on computing the number of EDU's. Applicants with solid waste projects are not required to complete Section I. Service connection diameters will be converted to EDU's according to the following table, with the exception of those situations noted on page 25:

<u>Service connection inside diameter (inches)</u>	<u>EDU's</u>
3/4" or smaller	1.00
1"	1.79
1-1/2"	4.00
2"	7.14
2-1/2"	11.16
3"	16.00
4"	28.57
5"	44.64
6"	64.29
7"	87.11
8"	113.78
9"	144.00
10"	177.78

**PART A. CURRENT WATER HOOKUP SUMMARY**

<u>Diameter (inches)</u>	<u>Current Total Hookups*</u>			<u>Current Residential Hookups</u>			
	<u>(a) Total Number of Hookups</u>	<u>(b) EDU's per Hookup (from table)</u>	<u>Total EDU's [(a) x (b)]</u>	<u>Diameter (inches)</u>	<u>(c) Number of Residential Hookups</u>	<u>(d) EDU's Per Hookup (from table)</u>	<u>Total Residential EDU's [(c) x (d)]</u>
<u>3/4"</u>	<u>27,142</u>	<u>1.00</u>	<u>27,142</u>	<u>3/4"</u>	<u>25,388</u>	<u>1.00</u>	<u>25,388</u>
<u>1"</u>	<u>1,032</u>	<u>1.79</u>	<u>1,847.28</u>	<u>1"</u>	<u>349</u>	<u>1.79</u>	<u>624.71</u>
<u>1-1/2"</u>	<u>444</u>	<u>4.00</u>	<u>1,776</u>	<u>1-1/2"</u>	<u>20</u>	<u>4.00</u>	<u>80</u>
<u>2"</u>	<u>213</u>	<u>7.14</u>	<u>1,520.82</u>	<u>2"</u>	<u>1</u>	<u>7.14</u>	<u>7.14</u>
<u>3"</u>	<u>126</u>	<u>16.00</u>	<u>2,016</u>	<u>6"</u>	<u>1</u>	<u>64.29</u>	<u>64.29</u>
<u>4"</u>	<u>41</u>	<u>28.57</u>	<u>1,171.37</u>				
<u>6"</u>	<u>27</u>	<u>64.29</u>	<u>1,735.83</u>				
<u>8"</u>	<u>5</u>	<u>113.78</u>	<u>568.90</u>				
<u>10"</u>	<u>1</u>	<u>177.78</u>	<u>177.78</u>				
<u>Totals</u>	<u>29,031</u>		<u>37,956 (e)</u>		<u>25,759</u>		<u>26,164 (f)</u>

\* Includes both residential and non-residential hookups

**PART B. PROJECTED WATER HOOKUP SUMMARY**

Projected Total Hookups*				Current Residential Hookups			
Diameter (inches)	(g)	(h)	Total EDU's [(g) x (h)]	Diameter (inches)	(i)	(j)	Total Residential EDU's [(i) x (j)]
	Total Number of Hookups	EDU's per Hookup (from table)			Number of Residential Hookups	EDU's Per Hookup (from table)	
3/4"	27,500	1.00	27,500	3/4"	25,724	1.00	25,724
1"	1,035	1.79	1,852.65	1"	349	1.79	624.71
1-1/2"	445	4.00	1,780	1-1/2"	20	4.00	80
2"	215	7.14	1,535.10	2"	1	7.14	7.14
3"	126	16.00	2,016	6"	1	64.29	64.29
4"	42	28.57	1,199.94				
6"	28	64.29	1,800.12				
8"	5	113.78	568.90				
10"	1	177.78	177.78				
Totals	29,397		38,430 (k)		26,095(l)		26,500(m)
	Projected Total Hookups*				Projected Residential Hookups		

\* Includes both residential and non-residential hookups

Projected average EDU's per residential hookup:  $\frac{1.0155}{[(m)/(l)]}$  (n)

**Provide the following information if applying to the USDA RUS/RD program**

Total water system flows (sales) last twelve months \_\_\_\_\_ [gallons or cubic feet (circle one) for all connections listed in (a) above]

Total residential water flows (sales) last twelve months \_\_\_\_\_ [gallons or cubic feet (circle one) for all connections listed in (c) above]

**SUBSECTION 2 – PROJECTED AVERAGE MONTHLY RESIDENTIAL RATE COMPUTATION**

Will debt be used to finance the project? Yes X No \_\_\_\_ If no, skip to PART E.

If yes, how will debt for the project be secured:

- A. Revenue Bond X (complete Part A)
- B. General Obligation Bond \_\_\_\_\_ (complete Part B)
- C. Rural or Special Improvement District Bond \_\_\_\_\_ (complete Part C)
- D. Other (explain) \_\_\_\_\_ (complete Part D)

Debt (Loan) Amount: \$ 6,000,000 Interest Rate: 3 % Terms: 20 years, 125% debt service coverage

**COMPLETE THE APPLICABLE SECTIONS BELOW**

**PART A. REVENUE BOND SECURING DEBT OBLIGATION:**

1. Debt election held? Yes \_\_\_\_ No X If no, when will election be held (date) \_\_\_\_\_

2. Annual debt service for new loan, including coverage: \$ 501,406 (i)

- 3. Monthly debt service for new loan, including coverage: (line i  12) \$ 41,784 (ii)
- 4. Total number of projected EDU's after completion of project: 38,430 (iii)
- 5. Average (per total projected EDU's) monthly debt service for new loan: (line ii  line iii) \$ 1.09 (iv)

**PART B. GENERAL OBLIGATION BOND SECURING DEBT OBLIGATION:**

- 1. Debt election held? Yes  No  If no, when will election be held (date): \_\_\_\_\_
- 2. Amount of outstanding General Obligation Bonds \$ \_\_\_\_\_
- 3. Debt limitations of entity \_\_\_\_\_
- 4. Estimated average (per property) monthly assessment needed to repay debt (divide the annual assessment by 12 to obtain a monthly figure): \$ \_\_\_\_\_

**PART C. RURAL OR SPECIAL IMPROVEMENT DISTRICT BOND SECURING DEBT OBLIGATION:**

- 1. Type of special assessment:
  - a. SID \_\_\_\_\_
  - b. RID \_\_\_\_\_
  - c. Other (specify) \_\_\_\_\_
- 2. Proposed method of assessment:
  - a. Assessable Area \_\_\_\_\_
  - b. Area \_\_\_\_\_
  - c. Ad Valorem Tax \_\_\_\_\_
  - d. Lineal Front Footage \_\_\_\_\_
  - e. Combination of a. through d. above (explain) \_\_\_\_\_
- 3. Number of parcels in the district \_\_\_\_\_
- 4. What percentage of the property (based on the methods of assessment) within the district fits these descriptions?

TYPE OF PROPERTY	PERCENT DEVELOPED	PERCENT UNDEVELOPED
Commercial		
Industrial		
Single-Family Residential		
Multi-Family Residential		
Agricultural		

5. Number of property owners in district \_\_\_\_\_
6. Estimated average (per property) monthly assessment needed to repay debt (divide the annual assessment by 12 to obtain a monthly figure): \$ \_\_\_\_\_

**PART D. OTHER TYPE OF DEBT INSTRUMENT SECURING DEBT OBLIGATION THAT IS NOT INDICATED ABOVE**

1. Explain how debt will be secured: \_\_\_\_\_  
\_\_\_\_\_
2. Estimated average (per property) monthly cost to repay debt: \$ \_\_\_\_\_

**PART E. CALCULATION OF THE PROJECTED AVERAGE MONTHLY RESIDENTIAL USER RATE:**

1. Estimated increase in average monthly debt service (per projected EDU, monthly assessment per property for General Obligation Bond or SID, or per customer for solid waste projects) as the result of this project. Enter \$0 if no increase is projected: \$ 1.09 (o)  
[From Part A, B, C, or D]
2. Estimated increase or decrease in total monthly operation and maintenance (O&M) costs (including depreciation and replacement reserves) as the result of this project: \$ 350 (p)
3. List and explain estimated increases or decreases in O&M costs, including depreciation and replacement reserves (Provide a reasonably detailed explanation regarding the reason for the increase or decrease):  
The only additional O&M costs will be for power & maintenance for the blower and power for the blower building.
4. Estimated increase or decrease in monthly O&M costs (including depreciation and replacement reserves) (per projected EDU, monthly assessment per property for General Obligation Bond or SID, or per customer for solid waste projects) as the result of this project: \$ .01 (q)  
[(p) / (k)]
5. Estimated increase or decrease in total monthly costs (per projected EDU, monthly assessment per property for General Obligation Bond or SID, or per customer for solid waste projects) as the result of this project: \$ 1.10 (r)  
[(o) + (q)]
6. Projected average EDU's per residential hookup: \$ 1.0155 (s)  
[(n)]
7. Estimated increase or decrease in total monthly costs per average residential hookup/customer as the result of this project: \$ 1.12 (t)  
[(r) x (s)]
8. Existing average monthly residential debt service, including coverage and bond reserve (subtract any existing debt service if the loan will expire before the completion of the project): \$ 6.81 (u)
9. Existing average monthly residential O&M costs and replacement and depreciation reserves: \$ 31.63 (v)

Note: (u) plus (v) should equal the current average monthly residential rate as stated in Section E, Line 7. If these amounts do not equal, provide an explanation of why the numbers differ.

10. Projected average monthly residential user rate after completion of this project: \$ 39.56 (w)  
[(t) + (u) + (v)]

11. Projected flat user rate: \$ \_\_\_\_\_ (x)

---

---

---

---

\*\* The current rates are based off of actual FY 13 revenues and the projected rates are based off of projected FY 14 revenues. The projected rates are lower than the current because FY 13 was an unusually dry summer with record water usage. FY 14 usage is expected to be lower and therefore the residential user rate per EDU is actually less than FY 13. Also, the City of Billings has had rates in place for the project for a couple of years so rates will not actually go up in FY 14 because of it.

**Regular City Council Meeting**

**Meeting Date:** 11/12/2013

**TITLE:** Approval of \$10,000 State Highway Traffic Safety Grant

**PRESENTED BY:** Rich St. John, Police Chief

**Department:** Police

---

**Information**

**PROBLEM/ISSUE STATEMENT**

The State of Montana, State Highway Traffic Safety Division, has awarded the City a \$10,000 grant for deterrence of violations such as drinking and driving, speeding, lack or misuse of safety restraints, and others. The grant will fund overtime for the officers involved in these traffic details. The grant begins October 1, 2013, and ends September 30, 2014. Council is being asked to approve and accept this grant and authorize the Mayor to sign the Standard Agreement which is on file at the City Clerk's Office.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the Standard Agreement for traffic enforcement funding; or
- Not approve the Standard Agreement for traffic enforcement funding which would eliminate overtime funding for specialized traffic checkpoints and details.

**FINANCIAL IMPACT**

There is no financial impact to the City as there is no City match required for this grant.

**RECOMMENDATION**

Staff recommends City Council approve and accept the State Highway Traffic Safety Billings STEP (Selective Traffic Enforcement Program) overtime grant in the amount of \$10,000 for the period of October 1, 2013, to September 30, 2014, and authorize the Mayor to sign the Standard Agreement.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

*No file(s) attached.*

---

**Regular City Council Meeting**

**Meeting Date:** 11/12/2013

**TITLE:** Payment of Claims October 15, 2013

**PRESENTED BY:** Patrick M. Weber, Finance Director

**Department:** City Hall Administration

---

**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,573,524.87 have been audited and are presented for your approval for payment. A complete listing of the claims dated October 15, 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**

Council Reports 10-15

---

Check Date	Check	Name	Amount	Account	Item Desc
10/15/2013	769896	Agnew, Cookie	\$2,500.00	1500-21400-403822	Cabin Rental: September 4 - October 13, 2013 Housing for Becker & Lausch during K-9 Training in Big Timber, MT
10/15/2013	769899	American Title & Escrow	\$10,000.00	2820-65810-407277	FTHB Lashay Taylor 1405 12th Street West
10/15/2013	769915	Billings Gazette	\$1,569.10	0100-17500-403370	Human Resources-102-60010385
10/15/2013	769915	Billings Gazette	\$323.25	2110-31320-403310	Human Resources-102-60010385
10/15/2013	769915	Billings Gazette	\$280.86	5020-72110-403310	Human Resources-102-60010385
10/15/2013	769915	Billings Gazette	\$302.05	5210-15210-403370	Human Resources-102-60010385
10/15/2013	769915	Billings Gazette	\$280.86	6010-15500-403310	Human Resources-102-60010385
10/15/2013	769915	Billings Gazette	\$875.00	0100-14110-403310	Finance- 102-60001620
10/15/2013	769915	Billings Gazette	\$400.00	0100-51250-403990	Finance- 102-60001620
10/15/2013	769915	Billings Gazette	\$270.00	2980-65560-407275	Community Dev- 102-60003603
10/15/2013	769915	Billings Gazette	\$63.49	0100-51100-403360	Parks & Rec Subscription- 102-00012461
10/15/2013	769915	Billings Gazette	\$63.48	0100-51120-403360	Parks & Rec Subscription- 102-00012461
10/15/2013	769915	Billings Gazette	\$63.48	0100-51210-403220	Parks & Rec Subscription- 102-00012461
10/15/2013	769916	Billings Police Protective Assoc	\$2,661.00	6500-15660-403660	Cleaning of Billings Police Training Facility July - September 2013
10/15/2013	769917	Billings Precast Enterprises Inc	\$3,744.00	5020-00000-141000	SYSTEMS PO NUM 293825
10/15/2013	769920	Brown And Caldwell	\$50,401.21	5030-75910-409340	WO 08-25 ZONE 3 RESERVOIR; Payment #33
10/15/2013	769921	Business Tax Section	\$117.66	2050-31310-409390	WO 12-03 2012 City Chip Seal Sch1; Payment #7
10/15/2013	769921	Business Tax Section	\$1,030.27	4050-71250-409697	RW 10L/28R Mill, Pave & Electrical - Federal Share
10/15/2013	769921	Business Tax Section	\$114.47	4050-71250-409698	RW 10L/28R Mill, Pave & Electrical - Local Share
10/15/2013	769921	Business Tax Section	\$309.33	4050-71250-409697	Remove Old "G" - Federal Share
10/15/2013	769921	Business Tax Section	\$34.37	4050-71250-409698	Remove Old "G" - Local Share
10/15/2013	769921	Business Tax Section	\$1,301.66	4050-71250-409697	Runway Weather Information System - Federal Share
10/15/2013	769921	Business Tax Section	\$144.63	4050-71250-409698	Runway Weather Information System - Local Share
10/15/2013	769921	Business Tax Section	\$252.53	4050-71250-409697	28R Reils - Federal Share
10/15/2013	769921	Business Tax Section	\$28.06	4050-71250-409698	28R Reils - Local Share
10/15/2013	769921	Business Tax Section	\$75.58	0100-43210-403900	I14-004645 Fisher Construction for Planning Department at Miller Building, 2825 3rd Ave N, 4th Floor. 1% Business Tax of \$48318.00
10/15/2013	769921	Business Tax Section	\$235.59	2090-44510-403900	I14-004645 Fisher Construction for Planning Department at Miller Building, 2825 3rd Ave N, 4th Floor. 1% Business Tax of \$48318.00
10/15/2013	769921	Business Tax Section	\$172.01	2400-43010-403900	I14-004645 Fisher Construction for Planning Department at Miller Building, 2825 3rd Ave N, 4th Floor. 1% Business Tax of \$48318.00
10/15/2013	769921	Business Tax Section	\$5.17	2800-00000-201100	To correct retainage
10/15/2013	769921	Business Tax Section	-\$5.17	2800-65810-407220	To correct retainage taken out of 2800
10/15/2013	769941	First Montana Title Co	\$15,000.00	2820-65810-407277	FTHB Sandra Holton 1449 Shaw Lane
10/15/2013	769942	Fisher Construction, Inc	\$7,482.17	0100-43210-403900	I14-004644 Remodel at Miller Building, 2825 3rd Avenue North, 4th Floor for Planning Dept.
10/15/2013	769942	Fisher Construction, Inc	\$23,323.56	2090-44510-403900	I14-004644 Remodel at Miller Building, 2825 3rd Avenue North, 4th Floor for Planning Dept.
10/15/2013	769942	Fisher Construction, Inc	\$17,029.09	2400-43010-403900	I14-004644 Remodel at Miller Building, 2825 3rd Avenue North, 4th Floor for Planning Dept.
10/15/2013	769946	Gale Group The	\$3,243.45	2600-55190-403381	Inv 50415145
10/15/2013	769954	Guardian Security Inc	\$5,969.60	2600-55120-403574	Inv 996050
10/15/2013	769956	Hardrives Construction Inc	\$11,649.04	2050-31310-409390	WO 12-03 2012 City Chip Seal Sch 1;Payment #7
10/15/2013	769964	Interstate Power Systems, Inc.	-\$1,700.00	5410-31220-402320	C007025598.01
10/15/2013	769964	Interstate Power Systems, Inc.	\$68.50	5710-71440-402320	C007028229.01
10/15/2013	769964	Interstate Power Systems, Inc.	\$2.84	5710-71440-402320	C007028233.01
10/15/2013	769964	Interstate Power Systems, Inc.	-\$18.76	5710-71440-402320	C007028243.01
10/15/2013	769964	Interstate Power Systems, Inc.	\$3,818.95	5410-31230-402320	repairs for rental brush grinder from duratech at landfill
10/15/2013	769964	Interstate Power Systems, Inc.	\$2,603.00	5410-31230-403620	repairs for rental brush grinder from duratech at landfill
10/15/2013	769964	Interstate Power Systems, Inc.	\$2,112.15	5710-71470-403690	AUTO &TRUCK MAINT.ITEMS
10/15/2013	769964	Interstate Power Systems, Inc.	\$278.49	5410-31220-402320	C007028511.01
10/15/2013	769964	Interstate Power Systems, Inc.	\$715.51	5710-71470-403690	AUTO &TRUCK MAINT.ITEMS
10/15/2013	769968	Junior Library Guild	\$6,459.00	2600-55190-403333	Inv 202183
10/15/2013	769972	Knife River (JTL Group Inc.)	\$2,984.10	2110-31320-404710	asphalt used on various PUD Cuts
10/15/2013	769972	Knife River (JTL Group Inc.)	\$1,312.08	2110-31320-402320	blades for graders
10/15/2013	769972	Knife River (JTL Group Inc.)	\$6,309.82	2110-31320-404710	asphalt on Jacque lane
10/15/2013	769972	Knife River (JTL Group Inc.)	\$997.60	2110-31320-404710	asphalt for PUD cuts
10/15/2013	769972	Knife River (JTL Group Inc.)	\$451.80	2110-31320-404520	3/8 chips for roadpatcher
10/15/2013	769972	Knife River (JTL Group Inc.)	\$40.00	2110-31320-404520	1 1/2" washed rock used for Aronson Landscaping
10/15/2013	769972	Knife River (JTL Group Inc.)	\$410.35	2110-31320-404520	3" crushed base used to repair Jackie road
10/15/2013	769972	Knife River (JTL Group Inc.)	\$1,843.24	2110-31320-404710	asphalt used at 8th W & custer
10/15/2013	769972	Knife River (JTL Group Inc.)	\$20.00	2110-31320-404520	6" rocks used on rimrock
10/15/2013	769972	Knife River (JTL Group Inc.)	\$20.00	2110-31320-404520	1 1/2" used on shiloh
10/15/2013	769972	Knife River (JTL Group Inc.)	\$314.50	2110-31320-404520	1 1/2" crushed base used on gravel streets and alleys

10/15/2013	769973	Knoll Inc	\$8,412.66	4980-55110-409475	Knoll Furniture Package for new Library building per specifications. Quote based on US Communities Contract pricing. Coordinate delivery & installation with the Architect / Interior Designer and access to site with General Contractor.
10/15/2013	769979	Land Design Inc	\$3,100.00	8450-31860-403590	Bench & Hilltop Roundabout design
10/15/2013	769985	Mailing Technical Services	\$182.45	1500-21110-403110	Invoice 180554, Evidence Mailings
10/15/2013	769985	Mailing Technical Services	\$940.48	0100-17500-403110	Human Resources - special inserts only
10/15/2013	769985	Mailing Technical Services	\$79.56	0100-15120-403110	Finance
10/15/2013	769985	Mailing Technical Services	\$4,044.85	6050-15150-403110	Postage Fund (weekly bills)
10/15/2013	769997	Montana Municipal Interlocal Authority	\$66,796.27	6300-17530-407311	Deductible Recovery Invoice (September) 10-3-2013
10/15/2013	769998	Montana Municipal Interlocal Authority	\$367,700.65	9000-00000-209941	Workers' Compensation July 1, 2013 - September 30, 2013
10/15/2013	770002	Morrison Maierle Inc	\$75,964.98	4050-71250-409697	Invoice #131363. AIP-44 Runway 10L/28R Rehab Project - Federal Share
10/15/2013	770002	Morrison Maierle Inc	\$8,440.55	4050-71250-409698	Invoice #131363. AIP-44 Runway 10L/28R Rehab Project - Local Share
10/15/2013	770010	NorthWestern Energy	\$56.38	5120-85000-403410	07233836
10/15/2013	770010	NorthWestern Energy	\$10.22	8720-51980-403410	07233844
10/15/2013	770010	NorthWestern Energy	\$12.37	8720-51980-403410	07233851
10/15/2013	770010	NorthWestern Energy	\$12.37	8720-51980-403410	07233869
10/15/2013	770010	NorthWestern Energy	\$12.37	8720-51980-403410	07233877
10/15/2013	770010	NorthWestern Energy	\$12.37	8720-51980-403410	07233885
10/15/2013	770010	NorthWestern Energy	\$5.38	0100-51120-403410	07233919
10/15/2013	770010	NorthWestern Energy	\$3.58	8720-51980-403410	07233919
10/15/2013	770010	NorthWestern Energy	\$12.37	8720-51980-403410	07233927
10/15/2013	770010	NorthWestern Energy	\$8.29	8720-51980-403410	07233935
10/15/2013	770010	NorthWestern Energy	\$10.22	8720-51980-403410	07233943
10/15/2013	770010	NorthWestern Energy	\$10.22	8720-51980-403410	07233950
10/15/2013	770010	NorthWestern Energy	\$10.22	8720-51980-403410	07233968
10/15/2013	770010	NorthWestern Energy	\$10.22	8720-51980-403410	07233976
10/15/2013	770010	NorthWestern Energy	\$10.22	8720-51980-403410	07233984
10/15/2013	770010	NorthWestern Energy	\$10.22	8720-51980-403410	07238355
10/15/2013	770010	NorthWestern Energy	\$12.94	8720-51980-403410	07238363
10/15/2013	770010	NorthWestern Energy	\$7.40	8720-51980-403410	07238405
10/15/2013	770010	NorthWestern Energy	\$430.35	5120-85000-403410	07238785
10/15/2013	770010	NorthWestern Energy	\$248.77	8720-51980-403410	07238793
10/15/2013	770010	NorthWestern Energy	\$8.07	8720-51980-403410	07238835
10/15/2013	770010	NorthWestern Energy	\$140.38	0100-51120-403410	07238843
10/15/2013	770010	NorthWestern Energy	\$8.18	8720-51980-403410	07238850
10/15/2013	770010	NorthWestern Energy	\$18.26	0100-51120-403410	07238876
10/15/2013	770010	NorthWestern Energy	\$17.15	0100-51120-403410	09208018
10/15/2013	770010	NorthWestern Energy	\$1.01	8720-51980-403410	09718248
10/15/2013	770010	NorthWestern Energy	\$13,668.74	2600-55120-403410	Electric usage
10/15/2013	770010	NorthWestern Energy	\$34.56	0100-51290-403410	09998071
10/15/2013	770010	NorthWestern Energy	\$190.35	6070-22350-403410	10069151
10/15/2013	770010	NorthWestern Energy	\$347.17	0100-51120-403410	11412848
10/15/2013	770010	NorthWestern Energy	\$34.98	0100-51120-403410	11565272
10/15/2013	770010	NorthWestern Energy	\$1,028.07	0100-51120-403410	11607801
10/15/2013	770010	NorthWestern Energy	\$7.40	0100-51120-403410	12300661
10/15/2013	770010	NorthWestern Energy	\$0.70	8720-51980-403410	13127071
10/15/2013	770010	NorthWestern Energy	\$65.79	8720-51980-403410	15137961
10/15/2013	770010	NorthWestern Energy	\$78.08	8720-51980-403410	15138001
10/15/2013	770010	NorthWestern Energy	\$25.36	8720-51980-403410	15138027
10/15/2013	770010	NorthWestern Energy	\$16.15	8720-51980-403410	15138043
10/15/2013	770010	NorthWestern Energy	\$8.18	8720-51980-403410	15642093
10/15/2013	770010	NorthWestern Energy	\$15.82	0100-51410-403410	16352890
10/15/2013	770010	NorthWestern Energy	\$20.69	0100-51120-403410	16926669
10/15/2013	770010	NorthWestern Energy	\$1,279.11	5210-15910-403410	15696362
10/15/2013	770010	NorthWestern Energy	\$8,903.07	6500-15670-403410	01005073
10/15/2013	770010	NorthWestern Energy	\$98.49	0100-51410-403410	07125396
10/15/2013	770010	NorthWestern Energy	\$3,276.86	5610-71130-403410	07195431
10/15/2013	770010	NorthWestern Energy	\$10.22	0100-51120-403410	07222532
10/15/2013	770010	NorthWestern Energy	\$12.94	0100-51120-403410	07222581
10/15/2013	770010	NorthWestern Energy	\$22.27	0100-51120-403410	07222599
10/15/2013	770010	NorthWestern Energy	\$5,584.81	5020-74000-403410	07222706
10/15/2013	770010	NorthWestern Energy	\$12.66	0100-51120-403410	07222722
10/15/2013	770010	NorthWestern Energy	\$8.44	8720-51980-403410	07222722
10/15/2013	770010	NorthWestern Energy	\$22.79	0100-51120-403410	07222730
10/15/2013	770010	NorthWestern Energy	\$16.91	0100-51120-403410	07222748
10/15/2013	770010	NorthWestern Energy	\$141.14	0100-51120-403410	07222755
10/15/2013	770010	NorthWestern Energy	\$42.07	0100-51120-403410	07222789
10/15/2013	770010	NorthWestern Energy	\$21.60	0100-51120-403410	07222797
10/15/2013	770010	NorthWestern Energy	\$10.22	0100-51120-403410	07222805
10/15/2013	770010	NorthWestern Energy	\$10.22	0100-51120-403410	07222813
10/15/2013	770010	NorthWestern Energy	\$10.22	0100-51120-403410	07222839

10/15/2013	770010	NorthWestern Energy	\$10.22	0100-51120-403410	07222847
10/15/2013	770010	NorthWestern Energy	\$21.60	0100-51120-403410	07228083
10/15/2013	770010	NorthWestern Energy	\$10.84	0100-51120-403410	07228521
10/15/2013	770010	NorthWestern Energy	\$12.94	0100-51120-403410	07228620
10/15/2013	770010	NorthWestern Energy	\$167.19	0100-51120-403410	07229016
10/15/2013	770010	NorthWestern Energy	\$9.07	0100-51120-403410	07229768
10/15/2013	770010	NorthWestern Energy	\$142.58	0100-51120-403410	07229958
10/15/2013	770010	NorthWestern Energy	\$108.72	0100-51120-403410	07230055
10/15/2013	770010	NorthWestern Energy	\$10.22	0100-51120-403410	07230253
10/15/2013	770010	NorthWestern Energy	\$10.93	0100-51120-403410	07230394
10/15/2013	770010	NorthWestern Energy	\$6,467.32	5020-74000-403410	07230436
10/15/2013	770010	NorthWestern Energy	\$7.40	0100-51120-403410	07230469
10/15/2013	770010	NorthWestern Energy	\$13.60	0100-51120-403410	07230493
10/15/2013	770010	NorthWestern Energy	\$24.91	0100-51120-403410	07230642
10/15/2013	770010	NorthWestern Energy	\$24.91	0100-51120-403410	07230659
10/15/2013	770010	NorthWestern Energy	\$13.59	5610-71170-403410	0712799-6. September 2013 IP-8
10/15/2013	770010	NorthWestern Energy	\$22,109.98	5610-71120-403410	0100482-9. September 2013 Main Vault
10/15/2013	770010	NorthWestern Energy	\$19.82	5610-71130-403410	07127913
10/15/2013	770010	NorthWestern Energy	\$18.14	5610-71130-403410	07127954
10/15/2013	770010	NorthWestern Energy	\$7.97	5610-71130-403410	07127970
10/15/2013	770010	NorthWestern Energy	\$10.50	5610-71170-403410	07128051
10/15/2013	770010	NorthWestern Energy	\$8.73	5610-71130-403410	07128135
10/15/2013	770010	NorthWestern Energy	\$18.47	5610-71130-403410	07197593
10/15/2013	770010	NorthWestern Energy	\$25.14	5610-71130-403410	07197601
10/15/2013	770010	NorthWestern Energy	\$32.00	5610-71130-403410	07197619
10/15/2013	770010	NorthWestern Energy	\$11.39	5610-71130-403410	07197627
10/15/2013	770010	NorthWestern Energy	\$20.36	5610-71130-403410	07202963
10/15/2013	770010	NorthWestern Energy	\$11.61	2660-67730-409200	NSP-2101 10TH AVE N-ELECTRIC-SEPT
10/15/2013	770010	NorthWestern Energy	\$34.56	5120-85000-403410	17040304
10/15/2013	770010	NorthWestern Energy	\$14.94	2110-31320-403410	17389891
10/15/2013	770010	NorthWestern Energy	\$8.96	0100-51120-403410	19022573
10/15/2013	770010	NorthWestern Energy	\$1.60	8720-51980-403410	20413621
10/15/2013	770010	NorthWestern Energy	\$8.84	2110-31320-403410	20470001
10/15/2013	770010	NorthWestern Energy	\$8.29	2110-31320-403410	20470076
10/15/2013	770010	NorthWestern Energy	\$8.96	2110-31320-403410	20470100
10/15/2013	770010	NorthWestern Energy	\$9.07	2110-31320-403410	20470118
10/15/2013	770010	NorthWestern Energy	\$8.62	2110-31320-403410	20470134
10/15/2013	770010	NorthWestern Energy	\$9.07	2110-31320-403410	20470175
10/15/2013	770010	NorthWestern Energy	\$8.73	2110-31320-403410	20470183
10/15/2013	770010	NorthWestern Energy	\$8.62	2110-31320-403410	20470191
10/15/2013	770010	NorthWestern Energy	\$191.52	5210-15950-403410	2128319-7
10/15/2013	770010	NorthWestern Energy	\$392.51	5020-74000-403410	805 Constitution
10/15/2013	770010	NorthWestern Energy	\$1,696.90	5120-85000-403410	2750 Bitterroot
10/15/2013	770010	NorthWestern Energy	\$5,722.00	5020-73140-403410	2251 Belknap Ave
10/15/2013	770010	NorthWestern Energy	\$30,517.32	5020-74000-403410	2251 Belknap Ave
10/15/2013	770010	NorthWestern Energy	\$114,439.95	5020-74000-403410	2251 Belknap Ave
10/15/2013	770010	NorthWestern Energy	\$1,907.33	5120-83140-403410	2251 Belknap Ave
10/15/2013	770010	NorthWestern Energy	\$55,707.01	5120-84000-403410	725 Hwy 87 East
10/15/2013	770010	NorthWestern Energy	\$6,663.58	5020-74000-403410	3116 17th Street West
10/15/2013	770010	NorthWestern Energy	\$6,663.59	5020-74000-403410	3116 17th Street West
10/15/2013	770012	One Source Lighting	\$1,482.00	1500-22260-409250	23498: FIRE 2: RETRO-FIT EXISTING T12 LIGHTS TO T-8 (ESTIMATE #6869) - 50% DOWN PAYMENT (\$9,498.90) REQUESTED BY VENDOR.
10/15/2013	770012	One Source Lighting	\$1,063.75	1500-22260-409250	23501: FIRE 3: RETRO-FIT EXISTING T12 LIGHTS TO T-8 (ESTIMATE #6871)
10/15/2013	770012	One Source Lighting	\$3,391.49	1500-22260-409250	23572: FIRE 5: RETRO-FIT EXISTING T12 LIGHTS TO T-8 (ESTIMATE #6870)
10/15/2013	770012	One Source Lighting	\$2,128.65	1500-22260-409250	23547: FIRE 6: RETRO-FIT EXISTING T12 LIGHTS TO T-8 (ESTIMATE #6868)
10/15/2013	770012	One Source Lighting	-\$80.66	1500-22260-409250	less 1% Montana Gross Receipt withholding on final pmt (gross amount \$8,065.89)
10/15/2013	770016	Public Utilities	\$170.88	8720-51980-403420	675778356
10/15/2013	770016	Public Utilities	\$534.10	8720-51980-403420	676233865
10/15/2013	770016	Public Utilities	\$2,729.22	8720-51980-403420	676393901
10/15/2013	770016	Public Utilities	\$3,358.42	8720-51980-403420	676413853
10/15/2013	770016	Public Utilities	\$12,270.08	8720-51980-403420	676433910
10/15/2013	770016	Public Utilities	\$8,037.28	8720-51980-403420	676473935
10/15/2013	770016	Public Utilities	\$3,089.48	8720-51980-403420	676497694
10/15/2013	770016	Public Utilities	\$548.30	8720-51980-403420	676513943
10/15/2013	770016	Public Utilities	\$273.84	8720-51980-403420	676533868
10/15/2013	770016	Public Utilities	\$72.59	8720-51980-403420	676554066
10/15/2013	770016	Public Utilities	\$870.22	8720-51980-403420	676574011
10/15/2013	770016	Public Utilities	\$368.22	8720-51980-403420	676594010
10/15/2013	770016	Public Utilities	\$415.79	8720-51980-403420	676614077
10/15/2013	770016	Public Utilities	\$3,736.08	8720-51980-403420	676654097
10/15/2013	770016	Public Utilities	\$1,699.62	8720-51980-403420	676754063

10/15/2013	770016	Public Utilities	\$14,343.71	5610-71100-403420	68407759
10/15/2013	770016	Public Utilities	\$1,532.14	8720-51980-403420	8992912649100
10/15/2013	770016	Public Utilities	\$225.22	8720-51980-403420	899739343
10/15/2013	770016	Public Utilities	\$1,242.02	8720-51980-403420	904059154
10/15/2013	770016	Public Utilities	\$940.22	8720-51980-403420	10697714654
10/15/2013	770016	Public Utilities	\$931.54	8720-51980-403420	1142018810
10/15/2013	770016	Public Utilities	\$61.15	8720-51980-403420	11460717358
10/15/2013	770016	Public Utilities	\$1,041.82	8720-51980-403420	12051919090
10/15/2013	770016	Public Utilities	\$248.10	8720-51980-403420	13264320441
10/15/2013	770016	Public Utilities	\$9.67	5120-85000-403420	13670319854
10/15/2013	770016	Public Utilities	\$1,783.92	8720-51980-403420	15273330304
10/15/2013	770016	Public Utilities	\$302.89	6500-15660-403420	106989-12385
10/15/2013	770016	Public Utilities	\$761.68	8720-51980-403420	676454062
10/15/2013	770023	Rimrock Foundation	\$4,129.19	2460-12530-403590	BAMDC IOP Counselor
10/15/2013	770023	Rimrock Foundation	\$3,780.06	7380-12640-403590	Salarie IOP OS
10/15/2013	770023	Rimrock Foundation	\$2,321.04	7380-12640-403990	IOP Case Manager OS
10/15/2013	770023	Rimrock Foundation	\$2,860.70	7380-12640-403560	Salaries for Day Treatment Counselor OS
10/15/2013	770023	Rimrock Foundation	\$1,097.84	7380-12660-403590	IOP Day Treatment
10/15/2013	770023	Rimrock Foundation	\$2,274.31	7380-12640-403990	IOP Counselor OS
10/15/2013	770023	Rimrock Foundation	\$1,683.17	7380-12640-403590	IOP Counselor NS
10/15/2013	770023	Rimrock Foundation	\$3,506.30	7380-12640-403590	IOP Counselor NS
10/15/2013	770024	Riverside Contracting	\$101,994.54	4050-71250-409697	Runway 10L/28R Mill, Pave & Electrical - Federal
10/15/2013	770024	Riverside Contracting	\$11,332.73	4050-71250-409698	Runway 10L/28R Mill, Pave & Electrical - Local Share
10/15/2013	770024	Riverside Contracting	\$30,623.67	4050-71250-409697	Remove Old "G" - Federal Share
10/15/2013	770024	Riverside Contracting	\$3,402.63	4050-71250-409698	Remove Old "G" - Local Share
10/15/2013	770024	Riverside Contracting	\$128,864.57	4050-71250-409697	Runway Weather Information System - Federal Share
10/15/2013	770024	Riverside Contracting	\$14,318.28	4050-71250-409698	Runway Weather Information System - Local Share
10/15/2013	770024	Riverside Contracting	\$25,000.93	4050-71250-409697	28R Reils - Federal Share
10/15/2013	770024	Riverside Contracting	\$2,777.88	4050-71250-409698	28R Reils - Local Share
10/15/2013	770026	Sanderson Stewart	\$9,048.94	2120-43700-409390	invoice 36174
10/15/2013	770027	Severn Trent Water Purification Inc	\$11,695.00	5020-74000-402450	Staples Chlorine System
10/15/2013	770028	Skycon Inc	\$4,066.81	5610-71120-403660	Invoice #689. Service to Jet Bridges
10/15/2013	770029	Snohomish County Airport Office	\$8,000.00	9000-00000-229000	BID security refund for sale of airport snow broom, BD1213
10/15/2013	770037	Sunset Excavation	\$4,500.00	5050-75150-403671	2235 Grant
10/15/2013	770045	Toledo Ticket Company	\$1,599.60	5210-15920-402190	POD 500 rolls blank. Tickets for ticket spitter.
10/15/2013	770045	Toledo Ticket Company	\$1,599.60	5210-15930-402190	POD 500 rolls blank. Tickets for ticket spitter.
10/15/2013	770045	Toledo Ticket Company	\$99.52	5210-15920-402190	Shipping & Handling. Tickets for ticket spitter.
10/15/2013	770045	Toledo Ticket Company	\$99.52	5210-15930-402190	Shipping & Handling. Tickets for ticket spitter.
10/15/2013	770046	Total Imaging Solutions LLC	\$10,795.00	2600-55180-409490	Digital Microfilm Reader System - ST ViewScan II per quote
10/15/2013	770047	Town & Country Supply Association	\$34,884.61	6010-00000-141000	111876 PO NUM 293900
10/15/2013	770067	Yellowstone County Finance Dpt	\$11,475.00	1500-21110-403590	Prisoner Billings for Month Ending September 2013
10/15/2013	770067	Yellowstone County Finance Dpt	\$929.13	5210-00000-229161	County lot agreement. 1/2 meter collection.

**Regular City Council Meeting**

**Meeting Date:** 11/12/2013

**TITLE:** Payment of Claims October 21, 2013

**PRESENTED BY:** Patrick M. Weber, Finance Director

**Department:** City Hall Administration

---

**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,910,826.79 have been audited and are presented for your approval for payment. A complete listing of the claims dated October 21, 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**

Council Reports 10-21

---

Check Date	Check	Name	Amount	Account	Item Desc
10/21/2013	770070	A & E Architects, PC	\$4,398.12	5030-74910-409390	WO 12-42 WTP Laboratory Renovation
10/21/2013	770070	A & E Architects, PC	\$1,710.00	8730-51990-409370	Payment 7 for A&E to do the construction documents for the facility improvements of 9 park restrooms using Park District 1 funding.
10/21/2013	770071	A & I Distributors	\$811.07	5610-71130-402310	Invoice #2374935. Stock oil for equipment
10/21/2013	770071	A & I Distributors	\$50.00	5710-71440-402320	139735
10/21/2013	770071	A & I Distributors	\$1,981.50	6010-00000-141000	2368809 PO NUM 293058
10/21/2013	770071	A & I Distributors	\$1,500.30	6010-00000-141000	2370559 PO NUM 293058
10/21/2013	770071	A & I Distributors	\$33.16	1500-21120-402320	2370559
10/21/2013	770071	A & I Distributors	\$33.16	2110-31320-402320	2370559
10/21/2013	770071	A & I Distributors	\$33.61	5410-31220-402320	2370559
10/21/2013	770071	A & I Distributors	\$486.20	5410-31220-402310	antifreeze for shop
10/21/2013	770071	A & I Distributors	\$72.97	5120-85000-402320	NONSTOCKING ITEMS-P.U.D.
10/21/2013	770071	A & I Distributors	\$1,366.81	6010-00000-141714	2371034 PO NUM 293058
10/21/2013	770071	A & I Distributors	\$148.60	5710-71470-402320	2371034
10/21/2013	770071	A & I Distributors	\$5,309.40	6010-00000-141000	2375335 PO NUM 293058
10/21/2013	770077	Atlantic Coast Polymers Inc	\$22,294.80	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293882
10/21/2013	770081	Billings Community Cable	\$25,000.00	0100-14110-407266	October 2013 QUarterly Disbursement
10/21/2013	770081	Billings Community Cable	\$300.00	0100-14110-407265	Work Session Broadcasting July - September 2013
10/21/2013	770085	Border States Electric	\$4.88	2110-00000-141318	STREET LIGHTS PO NUM 293061
10/21/2013	770085	Border States Electric	\$491.99	2110-00000-141318	STREET LIGHTS PO NUM 293061
10/21/2013	770085	Border States Electric	\$977.08	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293753
10/21/2013	770085	Border States Electric	\$464.04	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293754
10/21/2013	770085	Border States Electric	\$330.15	2110-00000-141318	STREET LIGHTS PO NUM 293061
10/21/2013	770085	Border States Electric	\$220.50	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293566
10/21/2013	770085	Border States Electric	\$1,356.50	2110-00000-141318	STREET LIGHTS PO NUM 293061
10/21/2013	770085	Border States Electric	\$632.86	2110-00000-141318	STREET LIGHTS PO NUM 293061
10/21/2013	770085	Border States Electric	\$121.95	5020-74000-402360	Cast receptacle covers
10/21/2013	770085	Border States Electric	\$121.94	5120-84300-402360	Cast receptacle covers
10/21/2013	770085	Border States Electric	-\$117.24	5020-74000-402360	Return - cast receptacle covers
10/21/2013	770085	Border States Electric	-\$117.24	5120-84300-402360	Return - cast receptacle covers
10/21/2013	770085	Border States Electric	\$25.00	5120-84300-402360	Freight for actuator
10/21/2013	770088	Business Tax Section	\$530.20	4450-31650-409311	WO 13-02 Misc Developer;
10/21/2013	770088	Business Tax Section	\$5.63	2050-31310-409310	WO1302 Misc Developer
10/21/2013	770088	Business Tax Section	\$384.36	2050-31310-409310	WO 13-02 Misc Developer
10/21/2013	770088	Business Tax Section	\$64.10	8400-31840-409310	WO 13-02 Misc Developer
10/21/2013	770088	Business Tax Section	\$1,937.42	2050-31310-409390	WO 13-03 Street Maintenance - #1 Overlay
10/21/2013	770088	Business Tax Section	\$245.00	5120-84000-402450	WO 13-11 WWTP AFT PIT Re-coat
10/21/2013	770088	Business Tax Section	\$3,853.00	5030-74910-409390	WO 11-11 WTP Rapid Mixer System
10/21/2013	770088	Business Tax Section	\$4,137.94	5130-85910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 3
10/21/2013	770089	BVAC	\$4,410.40	1500-21120-402261	Part #BV40-2R, 40 S&W, 180 gr, 250 rd VP
10/21/2013	770089	BVAC	\$60.00	1500-21120-402261	Shipping
10/21/2013	770095	Cop Construction Co	\$381,446.71	5030-74910-409390	WO 11-11 WTP Rapid Mixer System
10/21/2013	770095	Cop Construction Co	\$409,655.52	5130-85910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 3
10/21/2013	770096	County Water District Of Billings Heights	\$1,202.72	8720-51980-403420	Water charges for Uinta.
10/21/2013	770096	County Water District Of Billings Heights	\$16.95	0100-51120-403420	Water charges for Arrowhead.
10/21/2013	770096	County Water District Of Billings Heights	\$941.11	0100-51120-403420	Water charges for Hawthorne.
10/21/2013	770096	County Water District Of Billings Heights	\$887.48	8720-51980-403420	Water charges for Walden Grove.
10/21/2013	770096	County Water District Of Billings Heights	\$637.37	8720-51980-403420	Water charges for Frances.
10/21/2013	770096	County Water District Of Billings Heights	\$744.60	8720-51980-403420	Water charges for Luthern.
10/21/2013	770096	County Water District Of Billings Heights	\$841.45	0100-51120-403420	Water charges for Primrose.
10/21/2013	770096	County Water District Of Billings Heights	\$1,740.91	8720-51980-403420	Water charges for Twin Oaks.
10/21/2013	770096	County Water District Of Billings Heights	\$619.28	0100-51120-403420	Water charges for Arrowhead.
10/21/2013	770096	County Water District Of Billings Heights	\$486.81	8720-51980-403420	Water charges for Rolling Hills.
10/21/2013	770096	County Water District Of Billings Heights	\$24.16	0100-51120-403420	Water charges for Cleavenger.
10/21/2013	770097	Crazy Mountain Kennels	\$6,600.00	1500-21400-403822	Invoice 31 - K-9 Training for two new K-9 Handlers and their dogs
10/21/2013	770097	Crazy Mountain Kennels	\$482.37	1500-21150-402975	Invoice 32 - Reimbursement for fuel paid on Travel Requisition 5483
10/21/2013	770100	Diamond Parking	\$3,234.00	2600-55110-403963	Diamond parking lot rental - Oct.-Dec. 2013
10/21/2013	770102	Dowl Hkm	\$9,912.21	5030-75910-409340	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; CO#3 05/13/12
10/21/2013	770102	Dowl Hkm	\$780.84	4440-31650-409311	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; CO#3 05/13/12
10/21/2013	770102	Dowl Hkm	\$23,775.57	2050-31310-409310	WO 09-20 Rimrck Rd Forsythia Blvd to Shiloh Rd; CO#3 05/13/12
10/21/2013	770102	Dowl Hkm	\$18,442.49	5030-75910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement; Invoice #12

10/21/2013	770102	Dowl Hkm	\$72,881.13	5130-85910-409340	WO 13-01 2013 Sanitary Sewer & Water Replacement; Invoice #12
10/21/2013	770108	Electronic Data Solutions	\$5,125.00	6200-19130-409480	(1) GeoXH 6000 Handheld
10/21/2013	770108	Electronic Data Solutions	\$19.15	6200-19130-409480	(1) GeoXH 6000 Handheld
10/21/2013	770109	Endress & Hauser Inc	\$2,888.39	5020-74000-402360	Ultrasonic level XMTR
10/21/2013	770120	Gillig Corporation	\$2,600.00	5710-71440-402320	AUTO &TRUCK MAINT.ITEMS
10/21/2013	770122	Great West Engineering, Inc	\$8,640.50	5440-31230-409390	WO 11-19 Landfill Phase 5 Expansion
10/21/2013	770122	Great West Engineering, Inc	\$21,129.94	5440-31230-409390	WO 12-29 Solid Waste Management Plan
10/21/2013	770126	Highmark Traffic Services Inc	\$3,611.93	5610-71130-403660	Invoice #3546. 4" yellow striping for terminal streets & frontage roads epoxy painting to enhance traffic safety.
10/21/2013	770129	I-State Truck, Inc.	\$307,940.00	2110-31320-409420	2013 37,000 GVW Truck with Dump/Sander spreaders
10/21/2013	770129	I-State Truck, Inc.	-\$12,000.00	2110-31320-409420	Trade in unit 1186
10/21/2013	770129	I-State Truck, Inc.	-\$10,000.00	2110-31320-409420	trade in of unit 1187
10/21/2013	770130	Iaff	\$4,444.20	9000-00000-209920	Payroll Summary
10/21/2013	770133	Integra Chemical Company	\$3,069.60	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293879
10/21/2013	770134	Interstate Power Systems, Inc.	\$4,038.21	5710-71440-403690	AUTO &TRUCK MAINT.ITEMS
10/21/2013	770135	J & J Concrete Inc.	\$52,489.83	4450-31650-409311	WO 13-02 Misc Developer
10/21/2013	770135	J & J Concrete Inc.	\$558.15	2050-31310-409310	WO1302 Misc Developer;
10/21/2013	770135	J & J Concrete Inc.	\$38,050.93	2050-31310-409310	WO 13-02 Misc Developer
10/21/2013	770135	J & J Concrete Inc.	\$6,346.08	8400-31840-409310	WO 13-02 Misc Developer
10/21/2013	770140	Kittelson & Associates Inc	\$26,310.61	2400-43010-407214	inv2-0067587132910 Billings Long Range Transportation Plan
10/21/2013	770141	Knife River (JTL Group Inc.)	\$2,625.66	2110-31320-404710	asphalt used on 2nd N & N20th
10/21/2013	770141	Knife River (JTL Group Inc.)	\$1,862.38	2110-31320-404710	asphalt for central & 17th West
10/21/2013	770141	Knife River (JTL Group Inc.)	\$191,804.94	2050-31310-409390	WO 13-03 2013 Street Maintenance - #1 Overlay
10/21/2013	770141	Knife River (JTL Group Inc.)	-\$1,312.08	2110-31320-402320	Original I14-007060 should have been entered under Esco supply but was entered to Knife River. Payment already sent to Knife River on Check #769972. This will credit account.
10/21/2013	770141	Knife River (JTL Group Inc.)	\$1,639.08	2110-31320-404710	asphalt used on 240 Beverly hills
10/21/2013	770142	L N Curtis & Sons	\$10,640.00	6400-22400-409460	272080000 HURST EDRAULICS S700E CUTTER PACKAGE COMPLETE W/CUTTER, CHARGER, (2) ABD BATTERIES
10/21/2013	770142	L N Curtis & Sons	\$11,210.00	6400-22400-409460	271050000 HURST EDRAULICS SP300E SPREADER PKG COMPLETE W/SPREADER, CHARGER, (2) BATTERIES
10/21/2013	770142	L N Curtis & Sons	\$7,980.00	6400-22400-409460	27408000 HURST EDRAULICS RAM PKG COMPLETE W/RAM, CHARGER, (2) BATTERIES
10/21/2013	770142	L N Curtis & Sons	\$589.00	6400-22400-409460	272080412 HURST EDRAULICS 110V ADAPTER
10/21/2013	770142	L N Curtis & Sons	\$304.00	6400-22400-409460	274081000 HURST EDRAULICS EXTENSION FOR R411E RAM
10/21/2013	770142	L N Curtis & Sons	\$0.00	6400-22400-409460	PPS700E PLASTIX PLUS HORIZONTAL BRACKET FOR S700E CUTTER
10/21/2013	770142	L N Curtis & Sons	\$0.00	6400-22400-409460	PPSP300E PLASTIX PLUS HORIZONTAL MOUNTING BRACKET FOR SP300E SPREADER
10/21/2013	770142	L N Curtis & Sons	\$0.00	6400-22400-409460	PPR411E PLASTIC PLUS HORIZONTAL MOUNTING BRACKET FOR R411 RAM
10/21/2013	770142	L N Curtis & Sons	\$540.00	1500-22260-402320	3139664.00
10/21/2013	770142	L N Curtis & Sons	\$15.20	1500-22260-402320	3139664.00
10/21/2013	770147	Mahoney & Associates Consulting LLC	\$3,628.10	0100-15120-403590	Cost allocation consulting
10/21/2013	770153	Mes-Nw	\$25.50	1500-22290-402290	803351-01 STEM ASSEMBLY, PURGE
10/21/2013	770153	Mes-Nw	\$404.00	1500-22290-402290	40015105 CONSOLE BOARD ASSY, SE
10/21/2013	770153	Mes-Nw	\$874.00	1500-22290-402290	200071-01 PCB ASSEMBLY, NXG2 SCOTT CONSOLE
10/21/2013	770153	Mes-Nw	\$459.00	1500-22290-402290	805808-01 HEADNET ASSY, KEVLAR, STD KB
10/21/2013	770153	Mes-Nw	\$0.00	1500-22290-402290	805808-02 HEADNET ASSEMBLY, KEVLAR LARGE KB
10/21/2013	770153	Mes-Nw	\$1,264.00	1500-22290-402290	200016-01 HOSE W/HUD & PLUG DISC KB
10/21/2013	770153	Mes-Nw	\$828.00	1500-22290-402290	200132-01 HOSE ASSY W/SKT QD, NEXG2 KB
10/21/2013	770153	Mes-Nw	\$370.00	1500-22290-402290	31001044, NOSE CUP FOR AV-3000 MEDIUM MASK, GREY
10/21/2013	770153	Mes-Nw	\$370.00	1500-22290-402290	31001045, NOSE CUP FOR AV-3000 LARGE MASK, GREY
10/21/2013	770153	Mes-Nw	\$1,695.00	1500-22290-402290	805345-01 LENS, FENESTRA, DRILLED
10/21/2013	770153	Mes-Nw	\$11.71	1500-22290-402290	ESTIMATED SHIPPING
10/21/2013	770155	Montana CSED	\$3,670.54	9000-00000-209926	Payroll Summary
10/21/2013	770157	Montana Department Of Environmental Quality	\$22,384.00	5410-31230-407635	landfill license #113b
10/21/2013	770162	Montana State Fireman's Assoc	\$3,267.80	9000-00000-209924	Payroll Summary
10/21/2013	770171	NorthWestern Energy	\$3,152.66	5710-71430-403410	Electricity for Metroplex 8/23/13 to 9/26/13

10/21/2013	770171	NorthWestern Energy	\$15.26	5120-85000-403410	17040254
10/21/2013	770171	NorthWestern Energy	\$75.83	0100-51120-403410	18494088
10/21/2013	770171	NorthWestern Energy	\$11.17	5020-74000-403410	18672659
10/21/2013	770171	NorthWestern Energy	\$65.98	0100-51120-403410	19049444
10/21/2013	770171	NorthWestern Energy	\$17.15	0100-51120-403410	19412436
10/21/2013	770171	NorthWestern Energy	\$1.05	8720-51980-403410	19486679
10/21/2013	770171	NorthWestern Energy	\$471.66	1500-22210-403410	FIRE6: 0100477-9 - ELECTRICAL SERVICE FY2014
10/21/2013	770171	NorthWestern Energy	\$7.07	4280-65900-409180	502 S 33rd Street (Irma House) HOME Program Electric Bill
10/21/2013	770171	NorthWestern Energy	\$987.63	5020-74000-403410	1699 High Sierra
10/21/2013	770171	NorthWestern Energy	\$798.59	5020-74000-403410	5809 Canyonwoods Dr
10/21/2013	770171	NorthWestern Energy	\$264.69	5120-85000-403410	Ironwood lift station
10/21/2013	770171	NorthWestern Energy	\$17.94	1500-22210-403410	07125321
10/21/2013	770171	NorthWestern Energy	\$726.66	0100-51410-403410	07125388
10/21/2013	770171	NorthWestern Energy	\$348.05	5710-71430-403410	07192255
10/21/2013	770171	NorthWestern Energy	\$375.98	1500-22210-403410	07208176
10/21/2013	770171	NorthWestern Energy	\$67.61	0100-51120-403410	08134892
10/21/2013	770171	NorthWestern Energy	\$7.72	2110-31320-403410	08554040
10/21/2013	770171	NorthWestern Energy	\$8.51	8720-51980-403410	08814550
10/21/2013	770171	NorthWestern Energy	\$9.39	0100-51120-403410	09789173
10/21/2013	770171	NorthWestern Energy	\$0.20	8720-51980-403410	10291920
10/21/2013	770171	NorthWestern Energy	\$66.42	8720-51980-403410	10458131
10/21/2013	770171	NorthWestern Energy	\$36.22	2110-31320-403410	10458206
10/21/2013	770171	NorthWestern Energy	\$34.88	5020-74000-403410	11608072
10/21/2013	770171	NorthWestern Energy	\$1,779.96	1500-21710-403410	11834835
10/21/2013	770171	NorthWestern Energy	\$7.51	0100-51120-403410	12422226
10/21/2013	770171	NorthWestern Energy	\$71.84	0100-51120-403410	12488631
10/21/2013	770171	NorthWestern Energy	\$46.36	5020-74000-403410	13466735
10/21/2013	770171	NorthWestern Energy	\$8.83	8720-51980-403410	15143886
10/21/2013	770171	NorthWestern Energy	\$10.29	5210-15240-403410	15696313
10/21/2013	770171	NorthWestern Energy	\$7.40	0100-51120-403410	15882624
10/21/2013	770174	Paddock Heating & Cooling	\$32,500.00	1500-22260-409250	FIRE5: REPLACE EXISTING GAS-FIRED BOILER WITH (2) HEIL 98% FULLY MODULATING HVAC SYSTEM AND PROVIDE AND INSTALL SHWWANK INFRARED HEATERS ON APPARATUS BAY. 30% DOWNPAYMENT (\$9,750) REQUESTED.
10/21/2013	770174	Paddock Heating & Cooling	-\$325.00	1500-22260-409250	DEDUCT: 1% CONTRACTORS' GROSS RECEIPTS TAX AS REQUIRED FOR CONTRACTS OVER \$5,000
10/21/2013	770180	Public Works-Administration	\$1,065.20	5050-75150-403671	PWU September Engineering Permits - WSRP
10/21/2013	770180	Public Works-Administration	\$3,330.00	5020-75000-403680	PWU September Engineering Permits - Watermain Repair
10/21/2013	770181	Qwest Communications	\$48.71	2250-22320-403450	Qwest 406-245-2296 911 Qwest
10/21/2013	770181	Qwest Communications	\$45.65	2250-22320-403450	Qwest 406-245-3107 911 Qwest
10/21/2013	770181	Qwest Communications	\$45.65	2250-22320-403450	Qwest 406-245-3108 911 Qwest
10/21/2013	770181	Qwest Communications	\$39.44	5020-74000-403450	Qwest 406-245-3659 PUD Alarm Water Tower
10/21/2013	770181	Qwest Communications	\$45.66	5610-71100-403450	Qwest 406-245-5834 Airport Alarm
10/21/2013	770181	Qwest Communications	\$39.44	2600-55120-403450	Qwest 406-245-7337 Library Alarm CKT
10/21/2013	770181	Qwest Communications	\$119.32	1500-22250-403450	Qwest 406-245-7469 Fire
10/21/2013	770181	Qwest Communications	\$45.66	1500-21110-403450	Qwest 406-245-7481 Police
10/21/2013	770181	Qwest Communications	\$228.20	6060-19310-403450	Qwest 406-248-3049 Main System T1 City/County Tie
10/21/2013	770181	Qwest Communications	\$311.26	6070-22350-403450	Qwest 406-248-3635 Fire Airport Radio Tower WCK
10/21/2013	770181	Qwest Communications	\$311.26	6070-22350-403450	Qwest 406-248-3636 Fire Airport Radio Tower Jellison
10/21/2013	770181	Qwest Communications	\$47.12	6010-15500-403450	Qwest 406-256-5047 Motor Pool
10/21/2013	770181	Qwest Communications	\$45.43	5610-71100-403450	Qwest 406-256-7070 Airport
10/21/2013	770181	Qwest Communications	\$31.04	5120-85000-403450	Qwest 406-259-2328 PUD Sahara Sand Lift Station
10/21/2013	770181	Qwest Communications	\$46.85	2110-31320-403450	Qwest 406-259-3298 PW Traffic 3728 McDougall
10/21/2013	770181	Qwest Communications	\$53.36	6600-31100-403450	Qwest 406-259-7758 Measured Lines Depot 60% 6700 31410 403450 40% 6600 31100 403450
10/21/2013	770181	Qwest Communications	\$80.06	6700-31410-403450	Qwest 406-259-7758 Measured Lines Depot 60% 6700 31410 403450 40% 6600 31100 403450
10/21/2013	770181	Qwest Communications	\$118.32	1500-22250-403450	Qwest 406-373-3742 Fire RR Crossing Alarm
10/21/2013	770181	Qwest Communications	\$45.62	2250-22320-403450	Qwest 406-651-0282 Fire 5 911 Line
10/21/2013	770181	Qwest Communications	\$45.62	1500-21110-403450	Qwest 406-656-1046 PD3 FAX Line
10/21/2013	770181	Qwest Communications	\$31.00	2400-43010-407214	Qwest 406-656-9578 Planning Traffic Central Broadwater

10/21/2013	770181	Qwest Communications	\$31.00	2400-43010-407214	Qwest 406-656-9604 Planning Traffic Central 9th
10/21/2013	770181	Qwest Communications	\$50.00	5610-71170-403450	Qwest 406-256-6014 Airport P9 Building
10/21/2013	770181	Qwest Communications	\$311.26	2250-22320-403450	Qwest 406-245-7101 9-1-1 Center Landfill #2
10/21/2013	770181	Qwest Communications	\$311.26	2250-22320-403450	Qwest 406-245-7102 9-1-1 Center Fox Reservoir #2
10/21/2013	770181	Qwest Communications	\$116.58	5410-31230-403450	Qwest 406-256-7001 SW Landfill 5410-31230-403450
10/21/2013	770184	Rimrock Tire Inc	\$14.00	6200-19110-402320	5-86195
10/21/2013	770184	Rimrock Tire Inc	\$14.00	6700-31410-402320	5-86112
10/21/2013	770184	Rimrock Tire Inc	\$29.95	2110-31320-402320	5-GS6436
10/21/2013	770184	Rimrock Tire Inc	\$1,858.38	1500-22260-402320	5-GS86370
10/21/2013	770184	Rimrock Tire Inc	\$1,015.00	2110-31320-402320	5-86369
10/21/2013	770184	Rimrock Tire Inc	\$66.56	2110-31320-402320	5-86405
10/21/2013	770184	Rimrock Tire Inc	\$66.56	2110-31320-402320	5-GS86320
10/21/2013	770184	Rimrock Tire Inc	\$182.51	2110-31320-402320	5-86368
10/21/2013	770194	Stewart Title Company	\$15,000.00	2820-65810-407277	FTHB Kate Bauer 824 Wyoming Avenue
10/21/2013	770195	T & L Painting Inc	\$24,255.00	5120-84000-402450	WWTP AFT PIT Re-Coat
10/21/2013	770196	Tel Net Systems, Inc.	\$4,400.90	1500-21200-402120	Invoice 8063 - Labor & supplies to troubleshoot police interrogation audio in Rooms 1 & 2
10/21/2013	770199	Tire-Rama	\$1,956.00	5410-31220-402390	new recaps from plant
10/21/2013	770199	Tire-Rama	\$15.00	2110-31320-402320	1050221402
10/21/2013	770199	Tire-Rama	\$2,917.20	5410-31220-402390	new front steer tires for winter
10/21/2013	770199	Tire-Rama	\$1,060.50	5410-31220-402390	our recaps from plant
10/21/2013	770199	Tire-Rama	\$1,956.00	5410-31220-402390	new recaps from plant for stock
10/21/2013	770199	Tire-Rama	\$1,956.00	5410-31220-402390	new recaps from plant for stock
10/21/2013	770199	Tire-Rama	\$1,956.00	5410-31220-402390	new recaps from plant for stock
10/21/2013	770199	Tire-Rama	\$1,956.00	5410-31220-402390	new recaps from plant for stock
10/21/2013	770199	Tire-Rama	\$1,956.00	5410-31220-402390	new recaps from plant for stock
10/21/2013	770199	Tire-Rama	\$140.00	5410-31230-402390	tire repairs at landfill
10/21/2013	770199	Tire-Rama	\$1,364.00	5410-31220-402390	tire repairs
10/21/2013	770199	Tire-Rama	\$1,454.00	5410-31220-402390	recaps from plant
10/21/2013	770199	Tire-Rama	\$705.50	5410-31220-402390	tire repairs and recaps
10/21/2013	770200	Town & Country Supply Association	\$25,018.98	5610-71180-402313	Invoice #110002. QTA car rental fuel
10/21/2013	770200	Town & Country Supply Association	\$1,239.21	1500-22260-402310	109013: FIRE 1 - UNLEADED DELIVERED 10/4/2013
10/21/2013	770200	Town & Country Supply Association	\$1,176.10	1500-22260-402310	109013: FIRE 1 - DIESEL DELIVERED ON 20/04/2013
10/21/2013	770200	Town & Country Supply Association	\$752.09	1500-22260-402310	109013: FIRE 3 DIESEL DELIVERED 10/4/2013
10/21/2013	770200	Town & Country Supply Association	\$1,330.85	1500-22260-402310	109013: FIRE 5 - DIESEL DELIVERED 10/4/2013
10/21/2013	770200	Town & Country Supply Association	\$21,630.00	6010-00000-141714	BUS MET PO NUM 293934

**Regular City Council Meeting**

**Meeting Date:** 11/12/2013

**TITLE:** Public Hearing and Resolution Authorizing the Sale of Property located at 12th Street West and Grand Avenue

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

---

**Information**

**PROBLEM/ISSUE STATEMENT**

The Public Works Department has listed for sale the north 100' of Lot 11 (less 1,300 sq. ft. feet for street), Block 4, Sunset Subdivision generally located at the intersection of 12th Street West and Grand Avenue. The Public Works Department has no use for the property, and it would better serve the public as private property. Staff has advertised in The Billings Times a public hearing for this date, notified surrounding owners about the possibility of the sale, and requested sealed bids from interested buyers. The property was also listed for sale in the Billings Gazette. The sealed bids are due by 2:00 p.m. on November 7, 2013.

**ALTERNATIVES ANALYZED**

Council may:

- Approve the property sale; or
- Not approve the sale and provide staff with guidance on the property's disposition;

**FINANCIAL IMPACT**

There are minimal costs for mailing and advertising the public hearing notice. Profit from the property sale will go to the Gas Tax Fund.

**RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and approve selling the north 100 feet of Lot 11 (less 1,300 feet for street), Block 4, Sunset Subdivision to a bidder who will be determined from the bids received on November 7, 2013.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

12th street west

---

RESOLUTION 13- \_\_\_\_\_

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900: SALE, DISPOSAL OR LEASE OF CITY PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED OF AND AUTHORIZING CITY OFFICIALS TO PROCEED.

WHEREAS, the City of Billings owns and desires to dispose of public property located at 12<sup>th</sup> Street West and Grand Ave; and

WHEREAS, the public property to be disposed of is more particularly described as follows:

Lot 11 North 100 feet, (less 1,300 feet for street), Block 4, Sunset Subdivision in the City of Billings, Yellowstone County, Montana and shown on the attached Exhibit A

WHEREAS, the notice required by Article 22-902 BMCC has been duly published and mailed; and

WHEREAS, the public hearing required by Article 22-902 BMCC was duly held on the 12<sup>th</sup> of November 2013.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA AS FOLLOWS:

- 1) That the City staff is authorized to proceed with the sale of **Lot 11 North 100 feet, (less 1,300 feet for street), Block 4, Sunset Subdivision** of the City of Billings under the requirements of Section 22-902 of the Billings, Montana City Code.

APPROVED AND PASSED by the City Council of the City of Billings, Montana this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

THE CITY OF BILLINGS:

BY: \_\_\_\_\_  
THOMAS W. HANEL, MAYOR

ATTEST:

\_\_\_\_\_  
CARI MARTIN, CITY CLERK

**Regular City Council Meeting**

**Meeting Date:** 11/12/2013

**TITLE:** Approval of 2013-2016 Contract with IAFF Local 521

**PRESENTED BY:** Tina Volek, City Administrator

**Department:** City Hall Administration

---

**Information**

**PROBLEM/ISSUE STATEMENT**

The City Council is being asked to approve a tentative agreement for the renewal of a labor contract between the City and the International Association of Fire Fighters (IAFF) Local 521. The tentative agreement originally was reached July 8, 2013, but Council approval has been postponed several times to allow additional negotiation on the language concerning health insurance percentage splits, and for Local 521 to vote on the renewal. The contract now is scheduled to be voted on by Local 521 on Nov. 4 and 5. A report on the outcome of the vote will be provided to the Council in its Nov. 8 Friday Packet. If approved by both sides, the contract will apply retroactively from July 1, 2013, through June 30, 2016.

Changes to the contract include:

- A 2.9% cost of living adjustment (COLA) for each of the first two years of the contract and a wage re-opener for the third year.
- Allowing an employee to work at a lower level than his/her current classification to maintain staffing, but ensuring that the employee is paid his or her original rate of pay;
- A technical definition for a fire working unit, called a company;
- Allowing fire suppression employees on special assignment to receive any higher classification pay they would have received if they remained on regular duty;
- Grandfathering special certification pay for an employee who already has a boiler license, but eliminating the license as a certification after that individual leaves or allows his license to lapse;
- Limiting the amount paid through salary to retirement to the actual increase in the City's portion of the premium or 15%, whichever is less; and
- Promoting health by adding a voluntary physical fitness program, in which those who participate in annual testing will receive a once a year payment of \$100, 200, or \$300, depending on his/her overall score.

A copy of the contract is available for review in the City Clerk's Office.

**ALTERNATIVES ANALYZED**

If Local 521 ratifies the contract, the Council may:

- Approve the contract as presented, with pay retroactive to July 1, 2013;
- Postpone action on the contract to obtain additional information; or
- Deny approval of the contract, forcing negotiations to resume.

**FINANCIAL IMPACT**

The COLA in the contract will cost \$261,000 for FY14 and \$268,569 for FY15. The COLA for the final year of the contract will depend on what is negotiated in FY 15. There is adequate funding in General Fund reserves to cover the increases, although a budget amendment and transfer to the Public Safety Fund will be required.

The increase in the cost of the health insurance to retirement benefit will depend on the increase in the cost of health insurance, which will not be known until January of each year. If health insurance premiums remain stable as expected in 2014, there will be no additional cost.

The cost of the voluntary physical fitness program is not yet known, as it will depend on the number of employees who choose to participate.

**RECOMMENDATION**

Staff recommends that the Council approve the City - Local 521 IAFF collective bargaining agreement as presented, with pay retroactive to July 1, 2013.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Contract

---

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**AGREEMENT**

**LOCAL 521 IAFF**

**AND**

**CITY OF BILLINGS**

**EFFECTIVE DATES**

**JULY 1, 2013- JUNE 30, 2016**

**TABLE OF CONTENTS**

		Page
1		
2		
3	Preamble	5
4	Article I Recognition	5
5	Article II Management Rights	5
6	Article III Grievance & Arbitration Procedures	6
7	Article IV Non-Discrimination	8
8	Article V Dues Assignment	9
9	Article VI Hours of Work & Compensation	9
10	A. Work Schedule	9
11	B. Compensation	11
12	C. Overtime Pay	12
13	D. Call Back Pay	12
14	E. Standby Time	12
15	F. No Pyramiding	12
16	G. Longevity	12
17	H. Higher Classification Pay	13
18	I. Special Assignment Pay	14
19	J. Special Certification Pay	14
20	K. Deputy Fire Marshal Incentive Pay Plan	15
21	L. Comp During Light Duty	16
22	M. Training	16
23	Article VII Fringe Benefits	16
24	A. Leaves	16
25	1. Vacation Leave	16
	2. Holidays	18

1		3. Sick Leave	19
2		4. Family Leave	20
3		a. Paternity Leave	20
4		b. Emergency Leave	21
5		5. Funeral Leave	21
6		6. Jury Service & Subpoena	21
7		7. Military Leave	22
8		8. Leave Without Pay	22
9		9. General Provisions	23
10		10. Attendance Incentive	23
11	B.	Insurance (s)	
12		1. Health & Accident	23
13		2. As Per State Law	27
14		3. Liability	27
15	C.	On Duty Injury Leave	27
16	D.	Educational Benefits	27
17	E.	Deferred Compensation	28
18	Article VIII	Working Conditions	28
19	A.	Layoffs	28
20	B.	Association Bulletin Boards	29
21	C.	Shift Trading	29
22	D.	Uniform Allowance	29
23	E.	Physical Examinations	29
24	F.	General Provisions	30
25	G.	Just Cause	31
	H.	Business by Union Representatives	32

1		I. Job Posting Notification	32
2		J. Promotional Priority Procedure	32
3		1. Promotion Requirements	33
4			
5		2. Promotion Requirements for BC,	
6		Training Officer	33
7		3. Special Assignments	34
8		4. General Conditions	35
9		5. Qualification Evaluation	36
10		6. Grandfather Provision	37
11		K. Forfeiture of Vehicle and Maintenance	
12		Work	38
13		L. Random Drug/Alcohol and Reasonable	
14		Suspicion Policy	38
15		M. Voluntary Physical Fitness Program	38
16	Article IX	Association Management Committees	39
17		A. Joint Labor Management Committee	39
18		B. Promotion Committee	39
19		C. Officer Development Program Committee	39
20	Article X	City Security	39
21	Article XI	Terms of Agreement and Negotiations	40
22	In Witness Whereof		41
23	Exhibit "A" - Fire Department Pay Plan		42
24	Exhibit "B" - Hi-C Pay Schedule		44
25	Memorandum of Understanding - Optional Work Schedule		
		for Uniformed Day Personnel	45

1 Appendix  
2 Drug Policy

46

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 **P R E A M B L E**

2

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

9

10 **ARTICLE I - RECOGNITION**

11 The **EMPLOYER** recognizes the **ASSOCIATION** as the exclusive bargaining agent for all employees of the Billings  
12 Fire Department, except the Fire Chief, Assistant Chief, Deputy Chief, administrative support employees and all initial  
13 probationary firefighters.

14 **ARTICLE II - MANAGEMENT RIGHTS**

15 A. The **ASSOCIATION** recognizes the prerogative of the **CITY** to operate its affairs in all respects in accordance  
16 with its responsibilities, and the powers or authority which the **CITY** has not officially abridged, delegated or  
17 modified by this Agreement are retained by the **CITY**, and in such areas as, but not limited to the following, to-  
18 wit:

- 19 1. Directing employees;
- 20 2. Hiring, promoting, transferring, assigning, and retaining employees;
- 21 3. Relieving employees from duties because of lack of work or funds or under conditions where  
22 continuation of such work would be inefficient and non-productive;
- 23 4. Maintaining the efficiency of government operations;
- 24 5. Determining the methods, means, job classifications, organization, and personnel by which operations  
25 of the City of Billings Fire Department are to be conducted;

- 6. Taking whatever actions that may be necessary to carry out the mission of the City of Billings Fire Department in situations of emergency;
- 7. Establishing the methods and processes by which work is to be performed;
- 8. Establishing reasonable work rules;
- 9. Scheduling overtime work as required, in a manner most advantageous to the City Fire Department and consistent with requirements.

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

**ARTICLE III - GRIEVANCE & ARBITRATION PROCEDURES**

A. A grievance is defined as a dispute, or a difference in interpretation between an employee, or the **ASSOCIATION** and the **EMPLOYER** involving wages, hours, and all conditions of employment which are expressly provided by this contract.

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

C. Departure from the established procedure, unless mutually waived by both parties:

- 1. By the **ASSOCIATION** or any person represented by the **ASSOCIATION** shall automatically nullify any further recourse through this procedure for the grievance.
- 2. By the **EMPLOYER** shall automatically place the grievance in the following step:

D. Procedure:

1           1.       STEP 1: In the event an employee covered by this Agreement shall have a grievance, he shall notify in  
2                   writing the Fire Chief and the **ASSOCIATION** within ten (10) business days of the grievance's  
3                   occurrence. The **ASSOCIATION** shall investigate the grievance and, within twenty (20) business  
4                   days of the receipt of the grievance, may present a grievance to the Fire Chief for resolution. The  
5                   grievance shall be presented in written form containing as a minimum, the following information:

- 6                   a.       The name of the grievant(s)
- 7                   b.       The date(s) of the grievance
- 8                   c.       The nature of the grievance
- 9                   d.       The terms of the Agreement in dispute
- 10                  e.       The adjustment sought

11                  The Fire Chief may request a meeting with the **ASSOCIATION** and the grievant to discuss the  
12                  grievance. The Fire Chief shall attempt to resolve the grievance and shall report this adjustment in  
13                  writing to the **ASSOCIATION** within ten (10) business days of the receipt of the grievance from the  
14                  **ASSOCIATION**.

15                  If the grievance remains unresolved, the **ASSOCIATION** may proceed to the following step:

16                  STEP 2: Within ten (10) business days of the date of the Department Head's reply, the Chief Steward  
17                  or his designee shall present the written grievance, along with the **ASSOCIATION'S** reasons for non-  
18                  acceptance of the Department Head's reply, to the City Administrator. The City Administrator shall  
19                  meet with the **ASSOCIATION** and the Department Head or his/her designee to attempt to resolve the  
20                  grievance and shall respond in writing to the Chief Steward within twenty (20) business days of the  
21                  receipt of the grievance.

22                  If the grievance remains unresolved, the **ASSOCIATION** may proceed to the following step:

23                  STEP 3: Within ten (10) business days of the date of the City Administrator's reply the  
24                  **ASSOCIATION** may request arbitration. This request must be made in writing and be presented to  
25                  the City Administrator.

                  The arbitrator shall be selected by use of the following:

1 The Board of Arbitration shall be composed of three (3) members: one person to be appointed by each  
2 party and a third, acting as a chairperson, to be selected in accordance with sub-paragraph 1 and 2 of  
3 Step 3. The **ASSOCIATION** and the **CITY** individually shall pay the expenses of the member it  
4 appoints and the two parties shall jointly share the expenses of the third member. The decision of the  
5 Board of Arbitration shall be final and binding on both parties in all matters pertaining to this Article.

6 1. Within ten (10) business days of the receipt of the request, the parties to this Agreement shall  
7 mutually select a person who is not employed by the City of Billings to act as chairperson. If  
8 no such person can be found who is acceptable to act as chairperson:

9 2. Within ten (10) additional business days, the party requesting arbitration shall request the  
10 American Arbitration Association to provide a list of five (5) arbitrators. The parties shall  
11 select the chairperson by the method of alternatively striking names, with the parties flipping  
12 a coin to determine who strikes the first name. The final name left on the list shall be the  
13 chairperson.

14 The chairperson chosen will be contacted immediately and asked to start proceedings at  
15 his/her earliest possible date. During the arbitration proceedings, all evidence shall be  
16 presented to the Board. It shall have no power to alter in any way the terms of this  
17 Agreement, State law, or Federal law. Its decision shall be within the scope and terms of this  
18 Agreement and it shall be requested to issue its decision within twenty (20) business days  
19 after the conclusion of the proceedings, including filing of briefs, if any.

20 E. It is understood by both parties to this Agreement that an appointed authority may replace any titled position  
21 mentioned in the above grievance and arbitration procedures, so long as the **ASSOCIATION** is notified in  
22 writing of such change.

23 F. The use of the above procedure is exclusive and shall constitute a waiver of recourse through any other  
24 procedure, except for recognized civil procedures.

25 G. For purposes of this Article only, a business day means all calendar days except Saturdays, Sundays, and  
holidays.

1 H. The City and the **ASSOCIATION** shall follow 7-33-4124, MCA, unless the statute is repealed during the life  
2 of the contract.

3 **ARTICLE IV - NON-DISCRIMINATION**

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

7  
8 **ARTICLE V - DUES ASSIGNMENT**

9 A. The **EMPLOYER** agrees to accept and honor an employee's voluntary written assignment designating a  
10 specified amount of wages or salaries due and owing as **ASSOCIATION** dues or equivalent contribution.

11 B. The aggregate deduction will be remitted, together with an itemized statement, to the Treasurer of the  
12 **ASSOCIATION** within five (5) working days from the date of payroll distribution.

13 C. The **ASSOCIATION** agrees to hold harmless the **EMPLOYER** for any loss or damages arising from the  
14 operations of the Article due to unintentional errors.

15 D. All present employees covered by this Agreement who have not made application for membership in the  
16 **ASSOCIATION**, shall, as a condition of employment, pay to the **ASSOCIATION** an amount equal to  
17 **ASSOCIATION** dues as a contribution toward the administration of the Agreement. Employees who fail to  
18 comply with this requirement within 30 days after being confirmed shall be discharged by the **EMPLOYER**  
19 within 15 calendar days after receipt of written notice from the **ASSOCIATION**, unless the employee  
20 complies before his discharge.

21  
22 **ARTICLE VI - HOURS OF WORK AND COMPENSATION**

23 A. Work Schedule

24 1. Fire Suppression Personnel  
25

1 a. The work schedule shall be a 27-day total work cycle consisting of seven (7) consecutive  
2 work shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty,  
3 immediately followed by six (6) consecutive days off.

4 One Battalion Chief (the fourth) shall be assigned a regular work schedule as follows:

5 (1) The work schedule shall be a 27-day total work cycle.

6 (2) The work schedule shall consist of:

- 7 • One 24 hour shift on-duty, followed by 48 hours off-duty
- 8 • One 24 hour shift on-duty, followed by 96 hours off-duty
- 9 • One 24 hour shift on-duty, followed by 48 hours off-duty
- 10 • One 24 hour shift on-duty, followed by 96 hours off-duty
- 11 • One 24 hour shift on-duty, followed by 48 hours off-duty
- 12 • One 24 hour shift on-duty, followed by 168 hours off-duty

13 (3) In addition to the regular scheduled shifts, the fourth Battalion Chief shall work  
14 twenty-four (24) hours during the first twenty- (20) days of the 27-day work cycle.  
15 These work assignment periods shall be no less than eight (8) hour periods. The  
16 fourth Battalion Chief shall not be assigned work more than four (4) days in a  
17 calendar week a regularly scheduled work assignment.

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

21 b. "Companies shall stay together at all times." – Defined

22 (1) Together is defined as a Captain, an Engineer, and a Firefighter assigned to the  
23 same station, except to respond on separate apparatus to the same call.

24 c. The duty day schedule:

25 0000 to 0800 - Alarm Time

0800 to 1200 - Work Assignment Period\*

- 1 1200 to 1300 - Alarm Time
- 2 1300 to 1700 - Work Assignment Period\*
- 3 1700 to 1800 - Alarm Time
- 4 1800 to 2200 - Work Assignment Period\*
- 5 2200 to 2400 - Alarm Time

6 \*Each work assignment period shall be inclusive of a 15-minute coffee break after 2 hours.  
7 Meal periods are 0700 to 0800, 1200 to 1300, and 1700 to 1800 unless interrupted by an  
8 emergency. Meal periods interrupted by emergency situation shall be made up at the earliest  
9 opportunity. Companies shall stay together at all times. All unassigned work period hours  
10 shall be considered alarm time.

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

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

17 2. Uniformed Day Personnel

18 The workweek for day personnel shall be forty (40) hours. It shall normally consist of five (5)  
19 consecutive eight (8) hour days starting on Monday and ending on Friday. This schedule may be  
20 changed by mutual agreement.

21 B. Compensation

22 1. Pay status

23 All employees covered by this Agreement are non-exempt hourly employees as defined by the FLSA.  
24 As such, all employees shall be paid for all hours worked and for approved, paid leave hours.

25 2. Wages

- 1 a. Hourly rates of pay for the contract term shall be as shown in Exhibit A of this Agreement,  
2 which reflects annual adjustments as described below. Regular payday shall be every other  
3 Friday and the amount of pay shall be based upon the number of hours worked within the pay  
4 period. Hourly wages shown in Exhibit A do not include Special Certification pay, which is  
5 described elsewhere in this Article.
- 6 b. July 1, 2013 – June 30, 2014: All hourly base wages shall increase by an amount equal to  
7 2.9%.
- 8 c. July 1, 2014 – June 30, 2015: All hourly base wages shall increase by an amount equal to  
9 2.9%.
- 10 d. A wage reopener for the third year of the contract, July 1, 2015 through June 30, 2016 for  
11 hourly base wages as set out in Article VI, B. 2. Management and the Association shall open  
12 negotiations concerning hourly wages only. Negotiations shall commence on or about  
13 April 1, 2016.

14  
15  
16 C. Overtime Pay

17 Employees required to work in excess of their regular work schedule at the direction of proper City authority  
18 shall be compensated at a rate of 1-1/2 times the regular hourly rate for each hour of overtime worked. This  
19 overtime shall be computed to the nearest 1/4 hour starting one minute after the one-quarter (1/4) hour begins  
20 and extending to the full 1/4 hour. The **EMPLOYER** shall determine the employees to receive the overtime  
21 work and the amount of overtime necessary to be worked.

22 D. Call Back Pay

23 The employee shall be paid a minimum of three (3) hours at one and one-half (1 1/2) times the regular hourly  
24 rate of pay for each and every call-out. Call back pay will commence on page out, not an extension of the  
25 regular shift. In the event the call-out extends into the employee's regular scheduled work shift, the one and  
one-half (1 1/2) rate of pay shall be paid for only the actual time spent before the regular shift started.

1 In the event the employee asks to be excused before the work is completed, and the supervisor in charge  
2 excuses him/her, the employee will be paid only for time worked at one and one-half (1-1/2) times his/her  
3 regular rate of pay.

4 E. Standby Time

5 Personnel required for standby shall be compensated with pay at the rate of 10 percent of the hours of the  
6 standby time.

7 F. No Pyramiding

8 Compensation shall not be paid more than once for the same hour under any overtime provision of this  
9 Agreement, including overtime, callback and standby pay.

10 G. Longevity Pay

11 1. Each employee covered by this Agreement shall receive longevity pay as follows:

12 a.) employees with 1- 14 years of service shall receive longevity pay equal to 62% (.62) multiplied  
13 by the hourly rate of a newly confirmed firefighter multiplied by the number of years of completed  
14 service, per month. Employees hired on or after July 1, 2012, shall not receive longevity pay  
15 until the beginning of his/her 6<sup>th</sup> year of employment.

16 b.) employees with 15 and more years of service shall receive longevity pay equal to 77% (.77)  
17 multiplied by the hourly rate of a newly confirmed firefighter multiplied by the number of years of  
18 completed service, per month.

19 c.) the total annual amount of longevity pay shall be calculated, then divided by the number of pay  
20 periods per year and paid at that amount equally for each pay period.

21 H. Higher Classification Pay

22 1. a.) Any person covered by this Agreement who is required to accept the responsibilities and carry out  
23 the duties of a position or rank above that which he/she normally holds for a period for two (2) hours  
24 or more shall be paid at the rate in Exhibit B while acting. All assignments for scheduled absences for  
25 engineer or captain made under this Section shall be on basis of the senior qualified employee first. In  
the event of an unscheduled absence, the Battalion Chief shall select a qualified employee whose

1 service would promote the most efficient operation of the department. Selection for filling  
2 unscheduled absences shall be made in a fair, equitable and impartial manner. Suppression employees  
3 shall Hi-C only one classification over employee's current rank. Exempt from this provision shall be  
4 any employee exchanging shifts for an employee who is absent due to attendance of **ASSOCIATION**  
5 business, as authorized by the Local and approved by the Fire Chief. Also, the water tender/brush  
6 truck will be operated by a qualified firefighter at his/her regular rate of pay.

7 Hi-C Battalion Chief - The B.C. assigned to each shift, with the approval of the Fire Chief, shall select  
8 the Hi-C B.C. to act during his/her absence. In implementing this concept, the Fire Chief and B.C.'s  
9 will not act in an arbitrary or capricious manner. Any complaints may be brought to the Joint Labor  
10 Management Committee. If a complaint is not resolved through the Joint Labor Management  
11 Committee, then it shall be resolved in accordance with Article III of the contract.

12 Suppression personnel may be required to work in a lower classification in order to maintain staffing  
13 levels. In such an event, the employee working in a lower classification shall continue to maintain  
14 his/her original rate of compensation.

- 15 2. In the absence of the Fire Marshal and the Assistant Fire Marshal, the Fire Marshal, with approval of  
16 the Fire Chief, shall select a Deputy Fire Marshal that will Hi-C to Fire Marshal. In the implementing  
17 of this concept, the Fire Chief and Fire Marshal will not act in an arbitrary or capricious manner. Any  
18 complaints will be brought to the Joint Labor Management Committee. If a complaint is not resolved  
19 through the Joint Labor Management Committee, it shall be resolved in accordance with Article III of  
20 the contract. The Deputy Fire Marshal selected as the Hi-C Fire Marshal shall be compensated at the  
21 rate of pay according to Exhibit B for the Deputy Fire Marshal assuming the duties of Fire Marshal.

22 I. Special Assignment Pay

23 1. Compensaton

- 24 a. Suppression personnel who are assigned Fire Department work outside of the Suppression  
25 Division by the Fire Chief shall be paid their base salary plus ten percent (10%), excluding  
the Assistant Fire Marshal, Deputy Fire Marshals, and light duty assignments.

1           b.       Suppression personnel on a special assignment shall receive Hi-C pay for any shift they  
2                        would have received, had they remained in the suppression division..

3           2.       Whenever the person immediately following the assigned person on the seniority list is promoted, the  
4                        assigned person shall automatically receive the next pay grade plus 10 percent.

5           3.       If the assigned person wishes to return to shift to receive a promotion and can qualify for the  
6                        promotion and a vacancy occurs, he shall be placed in accordance with the promotional priority list.

7           4.       Fire Fighters, except regular day personnel, that require remedial training and are assigned to days for  
8                        a period not to exceed twenty-seven (27) days in a calendar year, shall be compensated at their current  
9                        hourly rate. After the twenty-seventh (27) day, fire suppression personnel shall be compensated at  
10                      Special Assignment Pay, I.1.

11   J.       Special Certification Pay

12           Any member of the Billings Fire Department holding a certification in any of the following areas shall receive  
13                        an additional \$50.00 per month (except up to \$60.00 for the Advanced EMT as set out below.) per  
14                        certification with a maximum of three (3) paid certifications:

15           Coordinator/Instructor, Haz Mat Technician; Rope Rescue Technician; SCBA Repair; ICC Fire Inspector  
16                        I; ICC Fire Inspector II; and Advanced EMT (EMT Basic with endorsements equal to EMT-I/85 or  
17                        Paramedic). The Advanced EMT certification will be paid at \$10.00 per endorsements through the 6<sup>th</sup>  
18                        endorsement (as approved by the Montana Board of Medical Examiners, the City of Billings Medical  
19                        Director, and Fire Chief.) up to a total of \$60.00, Any member currently holding a State of Montana Boiler  
20                        License, and who is receiving Special Certification pay, will be grandfathered, and shall continue to be  
21                        compensated for such work related to that certification until that work no longer exists, or he/she allows the  
22                        license to expire. If the Department functions as a licensed paramedic level service, Paramedics will be  
23                        paid an additional 5% of a confirmed firefighter wage, but will not receive Advanced EMT and/or 6<sup>th</sup>  
24                        endorsement certification pay. In addition to the certifications listed above, Association members, while in  
25                        the Fire Prevention Bureau, may hold certifications in the following two areas and shall receive \$50.00 per

1 month per certification with a maximum of three (3) paid certifications: ICC Fire Plans Examiner or ICC  
2 Certified Fire Marshal.

3 The Fire Chief will determine the number of people holding the certifications for Haz-Mat Technician,  
4 Coordinator/ Instructor, Rope Rescue Technician, SCBA repair, Montana Boiler License and Advanced  
5 EMT. The number of employees holding certifications as ICC Fire Inspector I or ICC Fire Inspector II is  
6 unlimited. The \$50.00 per month (up to \$60.00 for Advanced EMT) will be paid for only three (3)  
7 certifications regardless of the number of any and all certifications held. EMT certification pay of \$30.00  
8 will be added to the employee's base and is exempt from the three (3) certification limitation as it is a  
9 requirement for hire.

10 The Special Certification Pay (up to \$160 for three (3) certifications and 5% Paramedic pay if applicable)  
11 per month will be added to the base pay in terms of retirement calculations, however, will be separated  
12 from the base to calculate pay increases that are negotiated. Any change in the amount of Special  
13 Certification Pay will be negotiated separately.

14 K. Deputy Fire Marshal Incentive Pay Plan

15 The position of Deputy Fire Marshal shall be considered as an assignment by the Chief. All Deputy Fire  
16 Marshals shall be a grade 213. Firefighters shall enter the grade 213 at step B and may advance to step E.  
17 Engineers shall enter the grade 213 at step C and may advance to step F. Captains shall move into the pay  
18 range of a grade 213 at the level immediately above their current level of pay and may advance to step G.

19 All Deputy Fire Marshals shall be ICC Fire Inspector I certified within one (1) year from the date of  
20 assignment. If the employee does not achieve the certification, then his or her base salary will be frozen at  
21 his/her current grade and step until certification is achieved. If the Deputy Fire Marshal's rate has been frozen,  
22 then the date certification is achieved will become the employee's promotional anniversary date for step  
23 increases. In the event that a Deputy Fire Marshal decides to return to suppression, that Deputy Fire Marshal  
24 shall return to his/her seniority position and shall be paid accordingly to his/her rank. Deputy Fire Marshals  
25 who complete certification within one year will receive step increases from the date of assignment.

L. Compensation During Light Duty Assignments



1	2)	Suppression personnel	
2		0 through 10 years	131 hours/yr.
3		11 through 15 years	157 hours/yr.
4		16 through 20 years	184 hours/yr.
5		21+ years	210 hours/yr.

6

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

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

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

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

22 e. Vacation Selection Procedure

23 1. Vacation schedule shall be offered in two (2) week time slots.

24 2. Only two (2) Fire Suppression Personnel, from each shift, shall be on vacation  
25 at the same time. No more than one (1) Officer and one (1) Engineer, from each  
shift, shall be on vacation at the same time.





1 Sick leave credits are earned at the rate of one hundred five (105) hours per  
2 year

- 3 c. An employee who terminates employment with the City is entitled to a lump-sum payment  
4 equal to one-fourth of the pay attributed to his/her accumulated sick leave. The pay shall be  
5 computed on the employee's rate of compensation at the time of termination. Accrual of  
6 credits for calculating the lump-sum payment begins July 1, 1971. No employee forfeits any  
7 sick leave rights or benefits accrued prior to July 1, 1971. An employee who received a lump-  
8 sum payment, and who is again employed by the City, shall not be credited with any sick  
9 leave earned during the previous service. An employee who received a lump-sum payment as  
10 a result of a layoff, who is again employed by the City, may buy back all sick leave earned  
11 during the previous service at the rate of compensation at the time of the layoff.
- 12 d. Sick leave credits will be used on a first earned, first charged basis.
- 13 e. Abuse of sick leave is cause for dismissal and forfeiture of lump-sum payment.
- 14 f. An employee, during illness, must notify the shift supervisor on duty at least one (1) hour  
15 before the beginning of the shift, each day that he/she is sick.
- 16 g. A physician's certificate may be required by an employee's supervisor to substantiate a sick  
17 leave charge. Such required physician's certificate shall be furnished by the employer's  
18 physician at the employer's expense. The employer reserves the right to select the physician  
19 and schedule the appointment.
- 20 h. Authorized medical appointments of the employee shall be charged to sick leave. Each  
21 absence shall be reported separately and authorized in advance by the employee's  
22 supervisor.
- 23 i. Maternity leave may be charged against sick leave credits. Reasonable leave is a maximum  
24 of twelve (12) weeks, as defined under the Family and Medical Leave Act.

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

4 4. Family Leave

5 Definition: Accrued leave credits are defined as sick leave or vacation leave at the employee's option.

6 a. Paternity Leave

7 1. Upon prior notification of the pregnancy and with as much advance notice as  
8 possible, fire suppression personnel shall be granted two (2) consecutive work shifts  
9 off charged against accrued leave credits at the employee's option for purposes of  
10 assisting the spouse upon birth of a child.

11 2. Uniform day personnel shall be granted five (5) consecutive work shifts off charged  
12 against accrued leave credits at employee's option for the purpose of assisting the  
13 spouse upon birth of a child.

14 b. Emergency Leave

15 1. In the event an employee's presence is required because of an emergency caused by  
16 a major illness or injury to an employee's immediate family member, the employee  
17 may use accrued leave credits, at employee's option, to be in attendance.

18 2. Emergency leave shall not exceed a total of seventy-two (72) hours per year for  
19 illness in the immediate family that is not a FMLA qualifying event. The Fire Chief  
20 or his designee may authorize additional vacation leave credits to be used.

21 3. The immediate family shall include: spouse, parents, grandparents, brothers, sisters,  
22 children, grandchildren, step-relatives, household dependents, and all the same relatives  
23 of the employee's spouse in like degree.

24 4. The Chief or his designee may authorize use of vacation leave for other circumstances as  
25 requested by the employee.

5. Funeral Leave



1 issued by military authorities. Such absence shall be charged against training cruises and similar  
2 training programs.

3 Inactive duty training (IDT) weekend drills are documented by training schedules rather than orders,  
4 however, the right to time-off for training without loss of benefit applies for IDT as well as active duty  
5 training and annual training. Reservists and Guardsman shall be given the opportunity to take vacation  
6 time to fulfill their IDT requirements. Personnel shall provide the Employer with their military  
7 training schedule.

8 8. Leave Without Pay

9 a. Employees may request to take leave of absence without pay for good and sufficient reasons  
10 in the best interest of the City with prior approval of the Fire Chief and the City  
11 Administrator.

12 b. Requests for leave of absence without pay shall be submitted in writing by the employee to  
13 the Fire Chief or his designee.

14  
15  
16 9. General Provisions

17 a. An employee may not accrue any leave credits during a continuous leave of absence without  
18 pay, which exceeds fifteen (15) calendar days.

19 b. For purposes of definition, the work "day" shall mean one eight- (8) hour period.

20 c. All leaves covered under this Article must have prior notification and approval of the  
21 employee's supervisor.

22 d. For the purpose of calculating vacation and sick leave credits, 2080 hours shall equal one  
23 (1) year for Uniformed Day Personnel and 2272 hours shall equal one (1) year for  
24 Suppression Personnel.

25 e. All leaves covered under this work agreement shall be charged to the nearest one-quarter  
(1/4) hour.

1           10.     Attendance Incentive

2           Employees will be provided up to twenty-four (24) hours of additional vacation time per year  
3           depending upon the employee's attendance record. The amount of the Incentive to be awarded will be  
4           calculated at the end of each calendar year. The maximum of twenty-four (24) hours will be reduced,  
5           hour for hour, for each hour of sick leave the employee has used during each full calendar year of  
6           employment. The amount of incentive will be pro-rated for employees hired during the year.

7    B.     Insurance(s)

8           1.     Health and Accident Insurance

9           a.     Contribution changes to the City's Health Insurance Plan shall be shared equally  
10          (50%/50%) between the employees and the City. Contribution changes can be either  
11          increases or decreases. Contribution adjustments can be either in dollars contributed or in  
12          modifications to the plan benefits. All modifications shall be with the approval of the  
13          Insurance Committee. It is the intent of the Committee to reach the consultant recommended  
14          reserve level over a period of time.

15          b.     Billings Health Insurance Committee: The City of Billings has an established Health  
16          Insurance Committee to maintain a group health insurance plan for employees of the City  
17          of Billings and their dependents. The committee shall consist of 15 members appointed  
18          as follows:

- 19                   1) Three members of each employee union appointed by each union.  
20                   2) Six members appointed by the City Administrator. One member shall be a retired  
21                   city employee currently covered by the city health insurance plan.

22          c.     The Committee will manage the City Health Insurance Plan and report directly to the  
23          City Administrator. The committee shall meet at least quarterly to:

- 24                   1) Review the existing city group health insurance plan;  
25                   2) Review the claims experience, projections and plan problems;  
                    3) Maintain the plan on a sound actuarial basis;

- 1 4) Be solely responsible for all changes in plan design, administrators or carriers;
- 2 5) Establish plan premium rates and cost sharing by both the City and the employees;
- 3 6) Advise the City Administrator on all other group insurance matters;
- 4 7) Decisions will be made by a simple majority vote where all members have one vote
- 5 and can vote by absentee ballot.

6 d. Coverage shall be extended to all insurable employees and their insurable dependents,  
7 following the period of exclusion provided by the terms of the master insurance policy.  
8 All employees and dependents' participation and coverage shall be solely governed by  
9 the terms and conditions of the master insurance contract as signed by the City and the  
10 insurance carrier. Coverage shall be extended to only those employees while in an active  
11 pay status. Employees on an approved absence without pay may elect to continue their  
12 group coverage by directly paying the City the total premium cost during their absence.

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

1 Employees are required to purchase the City's health insurance. Employees shall  
2 contribute the employer's share of the health insurance premium, in the dollar amount  
3 identified below, and the employee's share of the health insurance premium to the City  
4 for deposit in the health insurance fund. If the employee elects, the contribution may be  
5 made before local, state or federal taxes are deducted from the employee's gross pay  
6 (pre-tax contribution). If the employee does not make this election, the contribution will  
7 be made after appropriate taxes are withheld from gross pay (post-tax contribution).  
8 Regardless of tax treatment under IRC Section 125, the employer's portion of the health  
9 insurance premium that is being added to gross pay may cause the employee to pay  
10 additional taxes, fees or assessments as required by federal or state laws or regulations.  
11 Those taxes, fees or assessments may include but are not limited to unemployment  
12 insurance, workers compensation insurance and Medicare tax.

13  
14 At the time of the annual Section 125 election, each employee shall acknowledge in  
15 writing that 1) the employer paid portion of the health insurance premium is being added  
16 to gross pay solely to increase the employee's pay for calculating retirement contributions  
17 by the employer, employee and state ("added gross pay"); 2) the employee recognizes  
18 that the added gross pay and his/her required retirement contribution may reduce net pay  
19 and may have tax implications; 3) adding the City's portion of the health insurance  
20 premium to gross pay for this retirement purpose only does not affect and shall not be  
21 included in the computation of any other pay or benefits or the calculation of any rate of  
22 pay, including but not limited to the regular hourly rate, any cost-of-living increase,  
23 overtime, longevity, special certification pay, holiday pay, standby, callback, higher  
24 classification and special assignment pay; 4) the added gross pay may subject the  
25 employee to additional federal, state or local taxes, fees or assessments; and (5) the added

1 gross pay and increased retirement contributions are expected, but are not guaranteed, to  
2 produce a retirement benefit that is greater than without this additional gross pay.

3  
4 The Association and employees agree that the amount of the employer paid health  
5 insurance premium that is applied to an employee's gross pay for retirement purposes  
6 only will not, under any circumstance, exceed:

- 7 • \$800 per month for calendar year 2013

8 The increase that will be added to employee gross pay in each following calendar year in  
9 2014, 2015 and 2016 for this retirement purpose only, shall be limited to the actual  
10 increase in the City's portion of the premium or fifteen percent (15%) over the previous  
11 year whichever is less. All conditions and restrictions set out in this section, Article VII,  
12 B.1.e apply regardless of the dollar amount of the City's portion of the premium.

13  
14 If any change in local, state or federal laws, regulations, determinations or rulings change  
15 the employer's costs or invalidates the intent or application of this provision, it will  
16 immediately terminate and the Employer and Association shall meet and attempt to  
17 negotiate a new provision that complies with the changed laws or regulations. The  
18 Association and employees agree that any grievance involving this section, Article VII,  
19 B.1.e., the contribution as set forth herein or any effects of the contribution shall be  
20 subject to the grievance process set out in this agreement and shall be subject to final and  
21 binding arbitration. The Association specifically waives the right to address the  
22 substance and effect of this Article in any other forum in law or in equity except if an  
23 arbitration decision deems the grievance process to be inappropriate to resolve the  
24 dispute.

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

1           3.       Liability Insurance

2                   The Employer shall provide a copy of the Employer's current liability insurance coverage to the  
3                   **ASSOCIATION.**

4    C.       On Duty Injury Leave

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

11   D.       Education Benefits

12           1.       Tuition Reimbursement.

13                   The City will provide \$25,000 for each year of the contract to support employees wishing to pursue  
14                   higher education. Any employee matriculated into a program of higher education at an accredited U.S.  
15                   college or university shall be reimbursed tuition based on available funds, for all course(s) and books  
16                   approved by the Joint Labor Management Committee. The Joint Labor Management Committee will  
17                   review each request upon the employee furnishing evidence of satisfactory completion ("C" or better;  
18                   pass) of course(s) within thirty (30) days of completion. The Joint Labor Management Committee  
19                   shall award educational reimbursement based on funds available and the relevance of the degree  
20                   sought compared to the department's mission. The Joint Labor Management Committee will  
21                   distribute available education funds in a fair and equitable manner. If an employee receives benefits  
22                   under this Section and resigns prior to the completion of his/her fifth (5<sup>th</sup>) year of service, all  
23                   educational benefits must be repaid to the City. If an employee receives more than the Federal IRS  
24                   Guidelines for tuition reimbursement, then the amount in excess is taxable (the Current IRS Tax Free  
25                   amount is \$5,250.00 but subject to IRS provision changes).

2.       Degree Incentive

1 An employee shall receive \$25 per pay period for holding an Associate's Degree or  
2 \$50 per pay period for holding a Bachelor's Degree. The degree must be from an  
3 institution of higher learning recognized as accredited in the United States. If an  
4 employee holds both an Associate's and Bachelor's Degree he/she shall receive the  
5 pay for the higher degree only.

6 E. Deferred Compensation

7 The City will contribute \$36.54 per pay period (26 pay periods per year) for each employee into a deferred  
8 compensation (457) plan. If an employee leaves employment with the City, then the 457 contribution will be  
9 discontinued with the employee's final date of employment. Contributions will be made by the City on each  
10 employee's behalf to either Nationwide or ICMA 457 plans, whichever is designated by the employee.

11  
12 **ARTICLE VIII - WORKING CONDITIONS**

13 A. Layoffs

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

23  
24 B. Association Bulletin Boards

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

1 C. Shift Trading

2 Upon approval of the Battalion Chief, and Captain, subject to review by the Fire Chief or his designee, any  
3 employee will have the right to exchange shifts or trade time with any other qualified employee. The practice of  
4 exchanging shifts or trading time will be a voluntary program by the employees in order to permit an employee  
5 to absent himself, or herself, from work to attend purely personal pursuits. When an employee is absent from  
6 work under the exchange of shift policy, no other employee will be paid working out of classification or  
7 overtime pay as a result of the exchange.

8 Shift trades between personnel from different divisions, such as Suppression and the Fire Prevention Bureau  
9 require approval, in advance, by the Fire Chief.

10 D. Uniform Allowance

11 1. The uniform allowance for Fire Suppression and Day personnel shall be three hundred seventy five  
12 dollars (\$375.00) per year.

13 2. Changes in uniform style or requirement shall not be made during the terms of this agreement, unless  
14 mutually agreed upon by the **ASSOCIATION** and the Chief.

15 3. All working uniforms shall be of wash and wear variety with the approval of the Fire Chief.

16 4. Clothing allowance as set by this section shall be paid to the **ASSOCIATION** by August 1<sup>st</sup> of each  
17 year.

18 5. All newly confirmed firefighters will be provided, on a one-time basis, one Dress Uniform, one  
19 matching pair of pants and one "Class A" hat.

20 6. Every new association member will be provided wild land fire fighting boots as part of their initial  
21 protective gear ensemble.

22 7. The employee is responsible for any applicable taxes associated with the provision of the items above.

23 E. Physical Examinations

24 1. Fire Department personnel may elect to undergo an annual physical by the City physician at no cost  
25 to the employee. This physical examination will be conducted by the designated Fire Department

1 physician and scheduled by the employee. Physical examinations will be scheduled on the  
2 employee's day off.

3 2. The first physical after entrance exam shall include an electrocardiogram.

4 3. All personnel will receive a chest x-ray if determined to be needed by the physician contracted for  
5 service by the **EMPLOYER**.

6 4. An audiology test will be provided annually to uniform Fire Department personnel.

7 5. Employee must be able to physically and mentally perform the duties of the position. Any action taken  
8 by the **EMPLOYER** in connection with this provision, including termination shall be upon the  
9 recommendation of the City physician and the Fire Chief.

10 6. The employee shall be afforded a copy of his/her medical records upon request of the City's physician.  
11 The employee may obtain a second medical opinion at his/her own expense if the City's physician's  
12 report may affect his/her employment status. The employee reserves the right to select the physician  
13 furnishing the second opinion and shall be afforded a pre-termination hearing.

14 7. The Employer shall provide all **ASSOCIATION** members with vaccinations for Hepatitis B, and  
15 subsequent booster inoculations.

16 8. A prostate specific antigen exam will be provided annually to all uniformed Fire Department personnel  
17 over the age of 50, and at age 45 for all personnel with a family history of prostate cancer.

18 F. General Provisions

19 1. The Employer shall provide to employees on duty:

20 a. Initial badge and name plates as required by the Fire Chief.

21 b. Items to maintain stations, including necessary soap and towels for dormitories as required.

22 c. Furnish meals as necessary on a call-out of four (4) hours or more.

23 d. Kitchen facilities for preparing meals.

24 2. From the date of this contract forward, any new or replacement firefighting equipment and protective  
25 clothing as required by the National Fire Protective Association: 1500 will be supplied to firefighters  
on duty by the Employer.

1           3.       The Employer agrees that present parking facilities shall remain for the term of  
2                           this Agreement; and that employees, with the approval of the supervisor, may work on their personal  
3                           autos and other personal equipment during alarm time.

4    G.       Just Cause

5           1.       No employee shall be disciplined, suspended, or dismissed, except for justifiable cause.

6           2.       Disciplinary Procedures. The following disciplinary procedures shall be followed in all cases where  
7                           the seriousness of the infraction may warrant discharge, demotion, or suspension. These procedures  
8                           may be followed, at the discretion of the **EMPLOYER**, in other cases.

9           a.       Employees may be disciplined or discharged for just cause. For other than serious infractions,  
10                           discipline should be applied at progressive and escalating levels. The level or degree of  
11                           discipline imposed shall be appropriately based on the employee's prior record of service, the  
12                           severity of the offense, and the employee's prior record of discipline.

13          b.       Disciplinary actions or measures may include the following:

- 14                   (1)       Oral reprimand;
- 15                   (2)       Written reprimand;
- 16                   (3)       Suspension without pay;
- 17                   (4)       Demotion;
- 18                   (5)       Discharge.

19                   The provisions of this section shall not prevent the Employer from ordering other remedial  
20                   action.

21          c.       Prior to the imposition of suspension without pay, demotion, or discharge, the employee shall  
22                           be informed in writing of the charges against him/her, of the possible disciplinary actions that  
23                           may be taken, and of the time, date and place at which the employee will be given the  
24                           opportunity to respond to the charges. The hearing will be held no sooner than seven (7)  
25                           business days after the Notice of Intent to Take Disciplinary Action. The employee shall be

1 required to sign the written record of discipline as an acknowledgment that he/she has read the  
2 contents of the document.

3 d. The **EMPLOYER** may use administrative leave with pay pending the final decision as to  
4 imposition of discipline.

5 e. The employee and the employee's representative with the employee's written authorizations  
6 shall have the right to inspect the full contents of his/her personnel file. No written reprimand  
7 or other written record of imposition of any disciplinary action may be placed in an  
8 employee's personnel file unless both the employee and the **ASSOCIATION** have received  
9 written notice of the discipline. The employee shall be required to sign the written record of  
10 discipline as an acknowledgment that he/she has read the contents of the document.

11 f. An employee may request that written records of disciplinary action be removed from their  
12 personnel file after a period of four (4) years.

13 g. No employee shall be demoted except for just cause. Any employee who has been  
14 demoted will be eligible for promotion six (6) months from the date of demotion. Any  
15 demotion shall not cause any loss in departmental seniority.

16 H. Business by Union Representatives

17 1. The **EMPLOYER** agrees that accredited representatives of the International Association of Fire  
18 Fighters or the Montana State Council of Professional Fire Fighters shall have full and free access to  
19 the premises of the **EMPLOYER** at all times with the approval of the Chief. The Employer shall  
20 provide shift coverage for the Negotiating Team (the team shall consist of no more than 6  
21 members) to attend negotiation sessions, mediation, fact-finding meetings, ~~and~~ arbitration  
22 hearings, and Joint Labor Management Committee (JLMC) meetings.

23 2. The Employer shall provide two (2) hours during recruit training for a Union Representative to present  
24 a new member orientation with any new firefighter.

25 3. Coverage is for on-duty members only.

I. Job Posting Notification

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

4 J. Promotional Priority Procedure

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

7 1. Promotion Requirements

8 For promotion to the grades listed below, candidates must meet the listed requirements for each grade.

9 **FIRE FIGHTER:** All new uniformed members of the Billings Fire Department who have  
10 satisfactorily completed their probationary period shall be classified as Fire Fighter.

11 **FIRE FIGHTER 1:** All Fire Fighters who have completed a minimum of 18 months of satisfactory  
12 service with the Billings Fire Department and have been departmentally certified as having completed  
13 the NFPA standards for Fire Fighter 1.

14 **FIRE FIGHTER 2:** All Fire Fighter 1's who have completed 30 months of satisfactory service with  
15 the Billings Fire Department and have been departmentally certified as having completed the NFPA  
16 standards for Fire Fighter 2.

17 **ENGINEER:** Fire Fighter 2's who have satisfactory service with the Billings Fire Department and  
18 successfully (70% minimum score) completed the written tests on the following IFSTA Manuals, plus  
19 a qualification evaluation tests consisting of a operating, pumping and driving practical testing  
20 administered and evaluated by the training officer or his/her designee and two other  
21 randomly selected members of the department. An Engineer Development Program (EDP) will  
22 become a policy establishing the Engineer qualification and will become a requirement for promotion.

23 a. Pumping Apparatus Driver/Operator

24 b. Aerial Apparatus Driver/Operator

25 **CAPTAIN:** Fire Fighter 2's or above rank who have satisfactory service with the Billings Fire  
Department and have passed the required IFSTA Manuals, the Officer's Qualification Test and

1 completed the Officer Development Program (ODP). The ODP course shall be offered to members on  
2 a seniority basis, starting with the most senior member each time the course is offered.

- 3 a. Building Construction
- 4 b. Company Officer

5 2. Promotion requirements for Battalion Chief, Training Officer, and Fire Marshal.

6 **BATTALION CHIEF:** The position of Battalion Chief shall be selected from personnel who have  
7 completed five (5) years satisfactory service with the Billings Fire Department and who are qualified  
8 for Captain.

9 **TRAINING OFFICER:** The position of Training Officer shall be selected from personnel who have  
10 completed five (5) years satisfactory service with the Billings Fire Department and who are qualified  
11 for Captain.

12 **FIRE MARSHAL:** Qualified for Captain with the Billings Fire Department, shall have had at least  
13 six (6) months of service in the Billings Fire Prevention Bureau and/or be ICC Fire Inspector II  
14 Certified selected by the Fire Chief from the list of three (3) candidates presented by the Promotional  
15 Board.

16 **DEPUTY CHIEF:** The position of Deputy Chief is not represented by the Association, however,  
17 Management and the Association agree that the person who is selected for the position shall be  
18 selected from the Association members who hold the rank of Battalion Chief, Captain, Training  
19 Officer or Fire Marshall and meets the minimum qualification per the job description.

20 3. Special Assignment

21 a. The positions of Assistant Fire Marshal and Deputy Fire Marshal shall be considered as an  
22 assignment by the Chief.

- 23 1. As vacancy occurs
- 24 2. A Deputy Fire Marshal is expected to serve in that position for a minimum term of  
25 two (2) years and until a vacancy occurs in Suppression Division which allows  
Suppression personnel of every rank, specifically Firefighter, Engineer, and Captain,

1 to apply for the Deputy Fire Marshal position. At that time, a DFM may submit a  
2 letter to the Fire Chief and Fire Marshal requesting reassignment. Upon submission,  
3 the Fire Chief, or his/her designee, shall have 10 business days to post a job position  
4 opening for the vacancy of Deputy Fire Marshal. The position opening shall be  
5 posted for a minimum of two (2) weeks. In the event the position remains unfilled,  
6 the position shall be posted for an additional two (2) weeks. In the event the position  
7 is still not filled, consortium candidates shall be considered to fill the DFM position.  
8 The current DFM may then return to suppression as per ARTICLE VI-HOURS OF  
9 WORK AND COMPENSATION, K., Deputy Fire Marshal Incentive Pay Plan.

- 10
- 11 b. Assistant Fire Marshal Eligibility Requirements: Qualified for Captain with the Billings Fire  
12 Department, and shall have had at least six (6) months of service in the Billings Fire  
13 Prevention Bureau and/or be ICC Fire Inspector II certified.

14 4. General Conditions

- 15 a. All promotions shall be made permanent upon satisfactory completion of a six (6) month  
16 probationary period. The Fire Chief has the right to extend the probationary period for up to  
17 an additional six (6) months. During the original probationary period, and any extension of  
18 that period, the Fire Chief has the right to demote an individual to their previous position  
19 under Article VIII, G. Just Cause, Disciplinary Procedure.
- 20 b. CAPTAINS: All candidates for Captain shall be evaluated by Battalion Chiefs. This  
21 information shall be used as part of the six (6) month probationary evaluation.
- 22 c. All promotions through Fire Fighter 2 shall be made as soon as the individual fulfills all  
23 qualifications. All other promotions shall be made expeditiously and as soon as possible after  
24 a vacancy occurs. Satisfactory service shall be based upon the last year's performance  
25 evaluations and the individual's personnel file.
- d. Failure to attain Fire Fighter 2 prior thirty six (36) months of employment shall

1 be grounds for disciplinary action.

2 e. In the event that more promotions are needed than can be made under the provisions of this  
3 procedure, selected requirements may be waived subject to the agreement between the  
4 representative of Local 521 and the representative of the City.

5 f. Courses of instruction and materials containing the necessary information shall be provided to  
6 all personnel during work assignment periods, prior to giving tests used to determine  
7 eligibility for placement on the promotional priority schedule.

8 g. Engineers shall drive and operate engines. Only qualified personnel shall drive and operate  
9 water tenders and brush rigs. Qualified Captains shall be in charge of and may operate the  
10 aerial equipment in the absence of a qualified engineer. The Captain is in charge of company  
11 operations.

12  
13 5. Qualification Evaluation

14 Selection for inclusion on the promotional list for Engineer and Captain shall be determined from  
15 those qualifications as follows:

16 a. Candidates will be tested for placement on the promotional priority schedule three (3) times a  
17 year. The promotional test will be designed by a mutually agreed upon independent agency.

18 b. Attaining a passing score on given tests shall be considered as qualifying the individual for  
19 placement on the promotional priority schedule. This score shall be determined by the  
20 developing agency and subject to adjustment through joint negotiation between the City of  
21 Billings, Montana, and Local 521 of the International Association of Fire Fighters. All  
22 Captain promotional tests shall be based on questions from the following material:

- 23 1. Fire Marshals Office Handbook for Captain
- 24 2. Rules and Regulations
- 25 3. City and Fire Department Policies
4. Protocols developed by the Billings Fire Department:

- 1 a) Incident Command
- 2 b) Hazardous Materials
- 3 c) EMS
- 4 d) Airport
- 5 e) Exposure Control
- 6 f) Confined Space
- 7 g) Rope Rescue
- 8 h) Fire Investigation
- 9 i) High Rise
- 10 j) Structure Fire Fighting
- 11 k) Wild Land

12 5. The manuals and new protocols may be changed by mutual consent between the  
13 Fire Chief and the **ASSOCIATION**.

14 c. Personnel receiving a passing score of 70% or better on all promotional examinations for  
15 engineer and company officer will be retained on the promotional list.

16 d. The promotional priority schedule shall list passing personnel in order of seniority. (The man  
17 with the most seniority first, the man with next most seniority second, etc.), except in cases of  
18 demotion. Any employee who was promoted and subsequently demoted during their  
19 probationary period must wait six (6) months from the date of demotion before they may  
20 again be promoted. All promotions for Engineer, and Captain shall be made in accordance  
21 with this list.

22 e. **BATTALION CHIEFS AND TRAINING OFFICER:** All candidates shall be evaluated by a  
23 promotional board consisting of three (3) members appointed by the Fire Chief and three (3)  
24 members appointed by the **ASSOCIATION**. This board will develop a list of no more than  
25 three (3) candidates. The Fire Chief must select the Battalion Chiefs and Training Officer  
from the list of three (3) candidates presented by the Promotional Board. If the promotional

1 board is unable to develop a list of no less than three (3) candidates, then the position will be  
2 advertised again for a minimum of two (2) weeks. If after two (2) weeks the promotional  
3 board is still unable to develop a list of no less than three (3) candidates, the Chief shall have  
4 the right to promote a qualified member of the Billings Fire Department that meets all the  
5 requirements for that position.

6 f. FIRE MARSHAL: All candidates for Fire Marshal shall be evaluated by a promotional board  
7 consisting of three (3) members appointed by the City (excluding the Fire Chief) and three  
8 (3) members appointed by the **ASSOCIATION**. This board will develop a list of three (3)  
9 candidates. The Fire Chief must select the Fire Marshal from the list of three (3) candidates  
10 presented by the Promotional Board.

11 6. Grandfather Provision.

12 Changes in the promotional priority procedure shall not affect the qualification requirement for those  
13 who have been promoted or who have completed the requirements for the next promotion or grade  
14 prior to the approval of this contract.

15  
16 K. Forfeiture of Vehicle and Maintenance Work

17 1. Members of IAFF Local 521 shall no longer perform maintenance or repair of any Fire Department  
18 vehicles or equipment while on duty. This shall include but is not limited to; Fire Department  
19 apparatus, fleet vehicles, small engines, mobile radios, emergency lighting and electrical systems,  
20 apparatus buildup, retrofit or fabrication of new or existing apparatus and equipment, lubrication and  
21 maintenance of aerial devices, annual pump testing, station generators and compressors.

22 2. Local 521 agrees to perform daily, weekly and monthly apparatus checks consistent with current  
23 check sheets as of this date excluding the lubrication of aerial apparatus waterway and ladder.

24 L. Random Drug/Alcohol and Reasonable Suspicion Policy

25 1. The Employer and the Union agree to promote the health, safety, and welfare of its employees and the  
community by maintaining an alcohol and drug-free workplace. The Employer will conduct random

1 drug and alcohol testing of all firefighters of the Billings Fire Department in accordance with the  
2 Workforce Drug and Alcohol Testing Act of the Montana Code Annotated and the written policies  
3 issued by the Employer.

4 M. Voluntary Physical Fitness Program

5 Voluntary Physical Fitness Program: The purpose of this program is to promote physical fitness, and those  
6 wishing to participate in the physical fitness testing can do so voluntarily. Effective January 1, 2014, the  
7 Billings Fire Department will offer the Cooper Institute Test with the standards established by the Cooper  
8 Institute. The most recent age and gender bias standards available will be applied. Participants must have a  
9 minimum score of 70% in each of the following categories: push-ups, sit-ups, sit and reach, and either the mile  
10 and one half run (Airdyne test with approval) or 300 meter run. The test will be administered in the spring and  
11 in the fall as scheduling and equipment permit. A one-time payment will be awarded annually according to the  
12 following scale to each participant based on his/her overall score:

13 85% or Higher \$300.00

14 80-84% \$200.00

15 70-79% \$100

16 This is contingent that the existing contract language remains and that there are no amendments to Article VII,  
17 B.(1)(a) and that Section be removed from the May 28, 2013 TA.

18  
19 **ARTICLE IX - ASSOCIATION MANAGEMENT COMMITTEES**

20 A. Joint Labor Management Committee

21 There shall be a Joint Labor Management Committee that will use the Interest-Based problem-solving process  
22 trained by a Montana Board of Personnel agent. If facilitation is needed, then the request will be made to the  
23 Montana Board of Personnel Appeals. Recommendations will be made by consensus. If parties are unable to  
24 reach consensus, then the issue shall exit the Committee and each party will have the same rights and or  
25 obligations related to the issue that each had prior to the issue being submitted to the Committee.

B. Promotion Committee

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

7 C. Officer Development Program Committee

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

14  
15 **ARTICLE X - CITY SECURITY**

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

21  
22 **ARTICLE XI - TERMS OF AGREEMENT AND NEGOTIATIONS**

23 This Agreement shall become effective on the 1st day of July 2013 and continue in full force and effect through the 30th  
24 day of June 2016. Either party may open any portion or all of the contract for negotiation of the next contract by giving  
25 the other party notices of its desire to modify the Agreement on or prior to April 1, 2016. Such notification shall include  
the desired modification(s) in order for the party to review such proposed changes prior to the first negotiation session.

1 Existing wages, hours, and other conditions of employment arising out of this Agreement shall not be changed by the  
2 action of either party without the consent of the other during the negotiation, mediation, fact-finding, or arbitration of the  
3 next contract. Any additional cost of maintaining the items listed in this paragraph, after the expiration of this  
4 Agreement, shall be figured in the financial settlement of the next Agreement.

5 The parties may mutually agree to engage in collective bargaining with respect to a particular subject or matter covered  
6 or not covered in this Agreement.

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

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

19

20 IN WITNESS WHEREOF, the parties hereto, acting by and through their respective and duly authorized officers and  
21 representatives, have hereto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

22

**THE CITY OF BILLINGS**

**LOCAL 521 INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS**

23

24

\_\_\_\_\_  
THOMAS W. HANEL, MAYOR

\_\_\_\_\_  
DAN COTRELL, PRESIDENT

25

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
KEVIN BENTZ, SECRETARY

**CITY ADMINISTRATIVE REVIEW:**

**NEGOTIATION COMMITTEE MEMBERS:**

CHRISTINA F. VOLEK  
CITY ADMINISTRATOR

MIKE MARTIN  
MEMBER, NEGOTIATING COMMITTEE

ROBERT GOLUBSKI  
MEMBER, NEGOTIATING COMMITTEE

GEORGE RICHARDS  
MEMBER, NEGOTIATING COMMITTEE

STEVEN NUGENT  
MEMBER, NEGOTIATING COMMITTEE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20

Pay Matrix - Billings Fire Department				Effective: 7/1/2013	
July 1, 2013 - June 30, 2015					
2272 + 119.86 Holiday hrs = 2392 – Suppression Personnel [2.9%] – 2080 hrs – Day Personnel (2.9%)					
GRADE	TITLE	STEP	2012 - 2013 BASE SALARY	2013 - 2014 BASE SALARY	2014 - 2015 BASE SALARY
Suppression Shift Personnel					
177	FIREFIGHTER [6mos]	D	19.54	20.08	20.66

1	177	FIREFIGHTER I [18mos]	E	20.47	21.07	21.68
	177	FIREFIGHTER II [30mos]	F	21.46	22.09	22.73
2	177	FIREFIGHTER II [42mos]	G	22.55	23.20	23.88
				-		
3	187	ENGINEER	G	24.86	25.58	26.32
				-		
4	203	CAPTAIN	F	27.77	28.58	29.40
			G	29.16	30.01	30.88
5				-		
6	218	BATTALION CHIEF	D	29.15	30.00	30.87
			E	30.61	31.50	32.41
7			F	32.24	33.18	34.14
			G	33.81	34.80	35.80
8				-		
	DAY PERSONNEL			-		
9	213 [G13]	DEPUTY FIRE MARSHAL	B	25.90	26.66	27.43
			C	28.34	29.16	30.01
10			D	29.73	30.59	31.48
			E	31.23	32.14	33.07
11			F	32.79	33.74	34.72
			G	34.41	35.40	36.43
12				-		
13	217 [G17]	Asst. Fire Marshal	E	32.47	33.42	34.39
			F	34.10	35.09	36.11
14			G	35.80	36.84	37.90
				-		
15	218 [G18]	TRAINING OFFICER	C	29.77	30.64	31.53
			D	31.25	32.16	33.09
16			E	32.81	33.76	34.74
			F	34.47	35.47	36.50
17			G	36.17	37.22	38.29
				-		
18	228 [G28]	FIRE MARSHAL	C	32.85	33.81	34.79
			D	34.50	35.50	36.53
19			E	36.23	37.28	38.36
			F	38.03	39.14	40.27
20			G	39.92	41.08	42.27

21

22 Special Certification Pay

23 Any member of the Billings Fire Department holding a certificate in any of the following areas shall receive an additional \$50.00 per month certification with a maximum of (3) paid certifications

24 Cert 1 = \$25 Additional Pay \$25 x 24 payperiods annually = \$600

25 Cert 2 = \$50 Additional Pay \$50 x 24 payperiods annually = \$1200

Cert 3 = \$75 Additional Pay \$75 x 24 payperiods annually = \$1800

Longevity 1-14 years	12.09766	per month	
	145.17235	Annual	5.5836 per pay period (26 per year)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Longevity 15 + years	15.024558	per month	
	180.29469	Annual	6.9344 per pay period (26 per year)

			-		
218 [G18]	MASTER MECHANIC - REMOVED FROM FIRE DEPT	C	29.77	30.64	31.53
		D	31.25	32.16	33.09
		E	32.81	33.76	34.74
		F	34.47	35.47	36.50
		G	36.17	37.22	38.29

**EXHIBIT "B"**  
**HIGHER CLASSIFICATION PAY**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Hi-C pay adjustments landing between steps to be paid to next higher step.

1 **MEMORANDUM OF UNDERSTANDING**

2  
3 The City of Billings and Local 521 International Association of Firefighters do enter into a MEMORANDUM OF  
4 UNDERSTANDING as outlined hereto:

5  
6 **OPTIONAL WORK SCHEDULE FOR UNIFORMED DAY PERSONNEL**

7  
8 Uniformed Day Personnel assigned to work normal (8) hour duty period; (40) hour workweek may be offered optional  
9 work hours as follows:

- 10  
11 1. The workday shall be a maximum (10) ten-hour duty period.  
12 2. Each Bureau personnel shall work a ten-hour, four-day workweek.  
13 3. Each Bureau personnel would be given a number, i.e. 1,2,3,4,5. This number will serve as a mechanism for  
14 determining when the individual Bureau person would be on his day off.

15 The day of the week when the Bureau person would be off will change each week.  
16

17 This MEMORANDUM OF UNDERSTANDING expires upon thirty (30) days notice from either party unless both  
18 parties mutually agree to dissolve or extend the MEMORANDUM by action of the Labor Relations Committee.  
19

20 \_\_\_\_\_  
21 CITY OF BILLINGS

INTERNATIONAL ASSOCIATION

22 OF FIRE FIGHTERS - LOCAL 521

23  
24 \_\_\_\_\_  
25 DATE

\_\_\_\_\_ DATE

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

**PURPOSE:**

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

**POLICY:**

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

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

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

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

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

**DEFINITIONS:**

For the purposes of this policy.

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

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

**Illegally Used Drugs / Illegal use of drugs** – means:

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

3 **EMPLOYEES SUBJECT TO THIS POLICY**

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

6 **ROLES AND RESPONSIBILITIES:**

7 A. Employees are prohibited from:

- 8 • Using, consuming, distributing, or possessing alcoholic beverages or illegal drugs while on  
duty or reporting for duty while under the influence of alcoholic beverages or illegal drugs.
- 9 • Use of, consumption of, distribution of, or possession of alcoholic beverages and illegal  
drugs by employees are prohibited in City worksites at all times whether on duty or off duty.  
10 The term “worksite” includes City vehicles and private vehicles while being used by  
employees in the performance of their duties.
- 11 • Use, distribution, dispensation, possession, manufacture, or sale of (illegal drugs) while off  
duty which adversely affects the employee’s work performance, the safety of the employee  
12 or others at work, or a criminal drug related arrest that results in a conviction . This includes  
reporting to duty while under the influence of illegal drugs.
- 13 • Use of alcohol off duty that adversely affects the employee’s work performance, the safety  
of the employee or others at work, or a criminal arrest that results in an alcohol related  
14 conviction. This includes reporting to duty while under the influence of alcohol.

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

16 C. Station Captains are required to:

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

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

22 E. Fire Administration in addition to Part C and D are required to:

- 23 1. refer employees to the City’s designated Substance Abuse Professional (SAP) under  
appropriate conditions for assistance in obtaining counseling and rehabilitation upon a  
24 finding of alcohol abuse, use of controlled substances or illegal use of legal drugs;
- 25 2. initiate appropriate disciplinary action upon a finding of alcohol use, controlled substance  
use, and/or the illegal use of legal drugs;
3. in conjunction with Human Resources, assist the SAP Administrator in evaluating  
employee performance and/or personnel problems that may be related to alcohol misuse,

use of controlled substances or the illegal use of legal drugs.

F. Human Resources is required to:

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

#### **AUTHORITY TO IMPLEMENT PROCEDURES**

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

#### **PERIODIC REVIEW**

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

1 **PROCEDURES**

2 **Based on the Alcohol and Drug-Free Workplace Policy adopted by the City Council on**

3 \_\_\_\_\_, **the following procedures are hereby adopted by Administrative Order \_\_\_\_\_.**

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

6  
7 **I. EMPLOYEE ASSISTANCE PROGRAM**

8 A. Any employee needing help in dealing with drug or alcohol problems is encouraged to use the  
9 City’s Employee Assistance Program (EAP) and the benefits available through the City’s medical  
10 plan. Additional information regarding the City’s EAP available in Human Resource’s Policy  
11 Manual-Employee Assistance Program Policy. Employees who have questions or need more  
12 detailed information should contact Human Resources. The City EAP plays an important role in  
13 preventing and resolving problem alcohol and drug use by:

- 12 1. Providing confidential counseling and assistance to employees and their qualifying family  
13 members who self-refer for treatment or whose tests have been verified positive and  
14 monitoring the employee’s progress through treatment and rehabilitation;
- 14 2. Providing educational materials and training to employees on alcohol & drug use issues;
- 15 3. Ensuring the confidentiality of test results and related medical treatment and rehabilitation  
16 records, which they maintain.

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

18 **II. SAFE HARBOR REFERRAL**

19 A. A fundamental purpose of the City’s Alcohol and Drug-Free Workplace Policy and Procedures is  
20 to assist employees who themselves are seeking treatment for alcohol or controlled substance use  
21 or misuse of prescription drugs. For this reason, the City will not initiate disciplinary action  
22 against any employee regarding the disclosure of his or her drug or alcohol related problem when  
23 the employee meets all three of the following conditions:

- 22 1. Voluntarily identifies him/herself to Human Resources as an abuser of alcohol and/or  
23 illegal drugs and/or as someone who misuses prescription drugs, as they apply to this  
24 policy, prior to being identified through other means, such as reasonable suspicion, or  
25 prior to being asked to provide a urine and/or breath sample for testing;
- 24 2. Obtains evaluation, counseling or rehabilitation from an approved facility; and
- 25 3. Thereafter refrains from using controlled substances or misusing prescription drugs and/or  
alcohol. The employee may be subject to a return-to-duty agreement as determined by the  
SAP.

B. This provision is not intended to allow an employee to evade disciplinary action. The key to this  
provision’s rehabilitative effectiveness is an employee’s willingness to admit his/her problem.

1 Since the key to this provision's rehabilitative effectiveness is an employee's willingness to admit  
2 the problem, this provision is not available to an employee who requests protection under this  
3 provision after:

- 4 1. Being identified through other means; or
  - 5 2. Being asked to provide a urine sample for testing; or
  - 6 3. Having a verified positive test result for alcohol and/or controlled substances pursuant to  
7 this policy.
- 8 C. Drug or alcohol related incidents that are subject to discipline and occurred prior to seeking Safe  
9 Harbor are not covered by Safe Harbor protections.

### 10 **III. ALCOHOL, CONTROLLED SUBSTANCE AND/OR DRUG MISUSE**

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

- 13 A. Employees are prohibited from consuming alcohol or controlled substances or engaging in the  
14 illegal use of drugs while on duty, during a scheduled portion of an approved activity such as  
15 training, or while on standby.
- 16 B. Employees are prohibited from reporting to work or to a scheduled portion of a City approved  
17 work-related activity under the influence of alcohol or drugs.
- 18 C. Employees are prohibited from reporting to work or to a City approved activity exhibiting signs  
19 of having consumed alcohol (such as the odor of alcoholic beverage on the breath) or controlled  
20 substances, or of engaging in the illegal use of drugs.
- 21 D. This policy includes unanticipated call-out situations. If an employee cannot meet the  
22 requirements of call-out, it is his or her responsibility to tell a supervisor or person initiating the  
23 request to return to work that he/she cannot report to work. He/she shall suffer no reprisals for  
24 doing so.
- 25 E. Alcohol is a legal substance for those ages 21 or older. Therefore, it is not the intention of this  
policy to prohibit employees from consuming alcohol when not on duty in paid status and the  
employee's performance of duties has concluded for the day. However, employees are expected  
to use good judgment and behave in a professional and respectable manner while attending events  
that are connected to their job duties.
- F. Misuse of drugs/and or alcohol as set out in the attached policy and these procedures or  
performing any duties under the influence of drugs and/or alcohol is a violation of this policy  
and will result in disciplinary action as set forth herein.
- G. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is  
prohibited.
- H. The illegal use of a legally obtainable drug or substance is prohibited.
- I. Use and possession of legally obtained prescription drugs when taken as prescribed and over-  
the-counter drugs is not prohibited by this part subject to the following:
  1. Employees who must use a prescription drug or over-the-counter medication that causes  
adverse side effects (e.g. drowsiness, impaired reflexes or reaction time) or may affect  
ability to perform work in a safe and productive manner must notify his or her supervisor  
prior to starting work or operating City equipment.
  2. A Division Head or Fire Administration, under reasonable suspicion, may relieve an  
employee from duty if it is determined that a medication is causing impairment to an

employee's ability to perform the functions of his or her job. The employee will be required to utilize his/her accrued sick or leave time until such time that the employee is no longer impaired by the medication. If the employee runs out of leave time he/she will then be placed in an unpaid leave status.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 **IV. TYPES OF TESTING**

2 **A. Reasonable Suspicion Testing**

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

34 **B. Post-Incident Testing**

- 35 1. Employees involved in critical incidents, on-the-job accidents, or who engage in unsafe on-  
36 duty job-related activities that pose a danger to themselves or others or the overall  
37 operation of the City shall be subject to testing. If the employee's act, or failure to act,  
38 results in:
- 39 a. Death; or
  - 40 b. Personal injury requiring immediate emergency room or urgent care center  
41 treatment; or
  - 42 c. Damage to government or private property estimated in excess of \$1,500; or
  - 43 d. At the request of the employee.

- 1 2. An employee subject to post-incident testing shall remain immediately available for up to  
2 two (2) hours for transportation to and from such testing, or the City may consider the  
3 employee to have refused to submit to testing.
- 4 a. If there were extenuating circumstances that kept the employee from submitting to a  
5 test within 2 hours after the incident, Human Resources shall evaluate those  
6 circumstances and make the final determination as to whether or not it will be  
7 deemed a refusal.
- 8 b. An employee subject to post-incident testing shall not consume alcohol or drugs,  
9 either legal or illegal, prior to the testing. Exceptions may be made for previously  
10 prescribed maintenance medications and/or medications administered to treat any  
11 personal injury.
- 12 3. If a test under this provision is not administered within two (2)  
13 hours of the occurrence, the supervisor shall document the reason(s) why it was not  
14 promptly administered. If more than eight (8) hours pass, then no alcohol test will be  
15 administered. If more than thirty-two (32) hours pass, no drug test shall be administered.  
16 If either test is not completed, Human Resources shall document the reason(s) why.

17 C. Random Testing

- 18 1. Random testing for alcohol and/or controlled substances will be conducted on all  
19 employees before, during or after their scheduled shift.
- 20 2. Random tests will be unannounced and will occur throughout the calendar year.
- 21 3. The random selectees will be notified by their supervisor using a lottery system conducted  
22 by an outside agency. The Random, Reasonable Suspicion and Post-Incident testing will  
23 be conducted by the same agency if possible. To ensure that all employees who have been  
24 designated for testing have an equal chance of being randomly tested, a scientifically valid  
25 random process is used.
- a. The annual number of random alcohol tests will be no more than ten percent (10%) of  
the average number of employees subject to random testing.
- b. The annual number of random drug tests will be no more than twenty-five percent  
(25%) of the average number of employees subject to random testing.
4. Human Resources will notify the employee's supervisor or designee and provide the name  
of the individual selected for random testing. The employee shall not be given advance  
notice of the scheduled testing. Upon notification by the supervisor, employees shall  
proceed immediately to the testing site.

26 D. Substances Tested For During Reasonable Suspicion, Post-Incident and Random Testing

- 27 1. The City will test for the following substances:
- 28 (a) Alcohol;  
29 (b) Marijuana;  
30 (c) Cocaine;  
31 (d) Amphetamines;  
32 (e) Opiates; and  
33 (f) Phencyclidine (PCP).
- 34 2. The following cutoff concentration shall be applicable to determine whether specimens  
35 are negative or positive for the following drugs or classes of drugs utilizing the initial test  
procedure. The cutoff levels used by the Department's DHHS certified lab may change,

and if so, those changes will be published in the Code of Federal Regulations and Federal Register and shall take precedence over the levels listed herein. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Type of drug or metabolite	Initial test	Confirmation test
(1) Marijuana metabolites (i) Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC)	50	15
(2) Cocaine metabolites (Benzoylecgonine)	150	100
(3) Phencyclidine (PCP)	25	25
(4) Amphetamines	500	250
(i) Amphetamine	500	250
(ii) Methamphetamine <sup>1</sup>		250
(5) Opiate metabolites	2000	
(i) Codeine		2000
(ii) Morphine		2000
(iii) 6-acetylmorphine (6-AM) <sup>2</sup>		10
(iv) MDMA <sup>6</sup>	500	250

<sup>1</sup> Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.

<sup>2</sup> Test for 6-AM in the specimen. This test conducted only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.

<sup>6</sup> Methylenedioxyamphetamine (MDMA).

7. Employees should be aware that use of hemp oil products will not be an acceptable defense for a positive Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC) test.

8. Alcohol shall be confirmed positive if both the initial and confirmation tests reveal a breath alcohol content of greater than .04 grams of alcohol per 210 liters of breath or higher. If the initial and confirmation test is above .02 but .04 or below, the employee will not be allowed to perform safety-sensitive functions until the start of his or her next regularly scheduled duty period, but not less than eight (8) hours following administration of the test.

#### E. Return to Duty and Follow-up Testing

1. After a verified positive test result for drugs and/or alcohol, employees must have a negative test result before returning to work.
2. All employees referred through administrative channels that undergo counseling or rehabilitation program will be subject to unannounced drug and/or alcohol testing for a period of one year following completion of such a program.
  - a. Such employees shall be tested at the frequency recommended by the SAP.
  - b. Return to duty testing is distinct from testing which may be imposed as a component of a rehabilitation program.
3. Confirmation of and continuing participation in a rehabilitation program, as recommended by SAP, is required of an employee returning to duty.

- 1 4. In some instances, SAP may require completion of a program prior to returning to duty.
- 2 5. The SAP will notify Human Resources when an employee has completed a rehabilitation  
3 program.
- 4 6. After an employee returns to work during or following a rehabilitation program, a single  
5 positive test result for alcohol or a controlled substance or the illegal use of a legal drug or  
6 failure to successfully complete the recommended rehabilitation program will result in  
7 referral to Human Resources, and the penalty for any conduct described in this part shall  
8 be termination of employment.

## 9 **V. TEST PROCEDURES**

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

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

### 18 C. Procedures for Alcohol Testing

19 1. All alcohol tests will be by breath testing only.

20 2. Upon arrival at the collection site, the employee will show photo identification.  
21 Acceptable identification includes an actual Montana driver's license or department ID.

22 3. Initial breath alcohol testing.

23 a. Initial breath alcohol testing is performed by a Breath Alcohol Technician (BAT) who  
24 is employed by the collection facility and who is trained in the operation of an  
25 evidential breath testing device (EBT) as approved by the National Highway Traffic  
26 Safety Administration (NHTSA).

27 b. The employee will receive instructions such as 'blow with a strong  
28 continuous breath until advised to stop.'

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

#### 31 4. Confirmation or verification alcohol breath testing

32 a. Confirmation/verification tests shall only be conducted by a Breath Alcohol  
33 Technician who is employed by the collection facility.

34 b. The confirmatory test may be conducted on the same EBT as the initial test.

35 c. Before the confirmatory test is given, the employee shall be observed for 20 minutes  
36 prior to testing and shall be instructed not to eat, drink, or place anything in his/her  
37 mouth until the conclusion of the breath test.

38 d. The employee will receive instructions such as 'blow with a strong continuous breath  
39 until advised to stop.'

e. Collection site personnel may require the employee to sign forms.

f. If the employee has any concerns following the testing process, the employee should advise a supervisor at the collection site, the employee's supervisor, or Human Resources.

#### D. Procedures for Drug Testing

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

### **VI. SPECIAL DRUG TESTING PROCEDURES**

#### A. Direct Observation Testing

1. Collection site personnel of the same gender as the employee tested may observe the employee provide the urine specimen when:
  - a. Collection site personnel may have reason to believe that a particular individual has altered or substituted the specimen, or
  - b. the employee has previously tampered with a sample, or
  - c. the employee has equipment or implements capable of tampering with or altering urine samples.
2. Direct observation shall not be the norm.

1 3. In addition to the procedures listed under Random Testing, the procedure will include  
2 direct inspection of the employee with shirt lifted and trousers lowered.

3 4. Collection site personnel will directly observe the urine leaving the body and entering the  
4 collection container.

5 B. Specimen Temperature Outside of Range

6 If the temperature of the specimen is outside the range of 32-38 degrees C / 90-100  
7 degrees F or shows signs of contaminants, then there is reason to believe the donor may  
8 have altered or substituted the specimen, and another specimen shall be collected for  
9 testing under the direct observation of a representative from the collection facility.

10 C. Dilute Sample

11 1. If the Medical Review Officer (MRO) notifies the City that an employee's test was positive  
12 and dilute, the test will be treated as verified positive. The employee shall not be required  
13 to submit another test.

14 2. If the MRO notifies the City that an employee's test was negative and dilute, and there is no  
15 acceptable medical explanation, the following procedures will be followed. If the  
16 employee declines to complete or does not complete these procedures, it will be treated as  
17 a refusal.

18 a. If the creatinine concentration of the dilute specimen was equal to or greater than  
19 2mg/dL, but less than or equal to 5 mg/dL, another sample will be collected under  
20 direct observation.

21 (1) This test will be conducted unannounced (with the minimum possible  
22 advance notice) as soon as possible after the initial test.

23 (2) The employee will be escorted by a supervisor immediately to the collection  
24 site.

25 (3) The employee will be directed not to ingest anything until after the test is  
26 completed.

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

b. If the creatinine concentration of the dilute specimen is greater than 5 mg/dL, another  
test will be collected, but shall not be conducted under direct observation, unless there  
is another basis for utilization of direct observation.

(1) This test will be conducted unannounced (with the minimum possible  
advance notice) as soon as possible after the initial test.

(2) The employee will be directed not to ingest anything until after the test is  
completed.

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

d. If the specimen is again negative and dilute, the following procedure will apply:

(1) If the creatinine concentration of the second dilute specimen was equal to or  
greater than 2mg/dL, but less than or equal to 5 mg/dL, another test will be  
collected under direct observation in the same manner as listed under C2a above.

(2) If the result of this direct observation test is also negative and dilute, the  
employee will not be required to take an additional test because the result was  
dilute. The result shall be considered confirmed positive.

(3) If the creatinine concentration of the second dilute specimen is greater than 5  
mg/dL, the employee will not be required to take an additional test because the

result was dilute. The test will be considered negative.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

#### D. Insufficient Urine Specimen Volume

45mL of urine is required to constitute sufficient testing volume. If the employee does not provide sufficient volume, the following “shy bladder” procedures will apply. If the employee declines to complete or does not complete these procedures, it will be treated as a refusal.

For purposes of this section, permanent or long-term medical conditions are those physiological, anatomic, or psychological abnormalities documented as being present prior to the attempted collection, and considered not amenable to correction or cure for an extended period of time, if ever. Examples would include destruction (any cause) of the glomerular filtration system leading to renal failure; unrepaired traumatic disruption of the urinary tract; or a severe psychiatric disorder focused on genito-urinary matters. Acute or temporary medical conditions, such as cystitis, urethritis or prostatitis, though they might interfere with collection for a limited period of time, cannot receive the same exceptional consideration as permanent or long-term conditions.

#### E. Shy Bladder Procedure:

1. The insufficient specimen will be discarded. Specimens may not be combined.
2. Employees will be advised to drink up to 40 ounces of fluid, distributed reasonably through a period of up to three hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. The employee may decline to drink, but will still be required to provide a sufficient urine specimen.
3. The employee shall remain in the testing area under observation during the three hour period.
4. If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection attempt will be discontinued, and the employer will be notified.
5. The employee will be directed to obtain, within seven calendar days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee’s failure to provide a sufficient specimen. (The MRO may perform this evaluation if the MRO has appropriate expertise.)
6. After completing the evaluation, the referral physician must provide a written statement of his/her recommendations and the basis for those to the MRO. Detailed information on the employee’s medical condition beyond what is necessary to explain the conclusion must not be in this statement. The MRO will seriously consider and assess the referral physician's recommendations in making a determination about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. The MRO will notify Human Resources as soon as a determination is made.
  - a. If the employee refuses to obtain the evaluation, the test will be deemed a refusal.
  - b. If the evaluation determines the employee has a medical condition, and the medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine, the test will be cancelled.
  - c. If the evaluation determines that the employee's medical condition is a serious and permanent or long-term disability that is highly likely to prevent the employee from providing a sufficient amount of urine for a very long or indefinite period of time, the MRO will conduct a further medical evaluation to determine if there is clinical evidence that the employee is using a controlled substance or illegally using drugs.

1 (1) If the medical evaluation reveals no clinical evidence of controlled substance use  
or illegal use of drugs, the test result shall be negative.

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

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

## 8 **VII. TEST REFUSAL**

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

11 B. Employees will be considered to have refused testing if they:

- 12 1. Refuse to provide a specimen; or
- 13 2. Refuse to complete all required tests as directed; or
- 14 3. Fail to report for a required test at the scheduled time; or
- 15 4. Engage in conduct that clearly obstructs the testing process; or
- 16 5. Tamper with the test; or
- 17 6. Alter or substitute the specimen; or
- 18 7. Fail to provide adequate breath or specimen volume without a verified medical explanation.

## 19 **VIII. DEFERRAL OF TESTING**

20 A. An employee selected for random drug and alcohol testing may obtain a deferral of testing if Human Resources  
21 concurs that a compelling need necessitates a deferral on the grounds that the employee is:

- 22 1. In a leave status (sick, annual, administrative or leave without pay); or
- 23 2. In official travel status away from the test site or imminently embarking on official travel  
24 scheduled prior to testing notification.

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

## 26 **IX. POSITIVE TEST RESULT PROCEDURE**

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

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

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

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

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

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

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

8 **X. FINDINGS AND ADMINISTRATIVE DISCIPLINARY ACTION**

9 A. An employee may be found in violation of this policy on the basis of any appropriate evidence  
10 including, but not limited to:

11 1. Direct observation of prohibited alcohol use or -drug use including misuse of prescription  
12 medication; or

13 2. Evidence obtained from an arrest or criminal conviction for a drug or alcohol related  
14 offense; or

15 3. A verified positive test result; or

16 4. An employee's voluntary admission, unless the employee is meeting the requirements as  
17 outlined under the Safe Harbor Referral; or

18 5. Test refusal.

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

C. Effects of Positive Drug Testing Results

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

2. Any employee receiving his or her first verified positive test for illegally used drugs, i.e.,  
prescription medication or over-the-counter medication, shall be referred to Human Resources  
and will be subject to mandatory administrative action including referral to the SAP, and to  
one (1) day leave without pay. A second positive test indicating drugs and/or alcohol will  
result in termination of employment.

3. Successful completion of any rehabilitation recommended will be a condition of continued  
employment.

a. The cost of rehabilitation will be the responsibility of the employee.

b. Employees may be allowed to use accrued leave (Sick leave followed by vacation  
and/or compensatory leave) to complete rehabilitation until such leave is exhausted, at  
which time the employee may be allowed to go on unpaid leave.

1 c. The employee remains responsible for successful completion of the SAP designated  
2 treatment program, and assertions regarding the effectiveness of a program shall not  
3 constitute either an acceptable explanation or excuse for continuing to misuse alcohol  
4 and/or drugs or a defense to disciplinary action if the employee does not complete  
5 treatment.

6 4. The City may initiate action to terminate an employee for refusing to obtain and complete  
7 counseling or rehabilitation through an SAP or a state licensed facility as recommended by  
8 SAP.

9 5. The employee must have a negative test result before returning to work.

10 6. The employee shall be subject to a return-to-duty agreement.

11 7. Following a verified positive test and after returning to duty, the employee will be subject  
12 to unannounced testing for a period of time determined by the SAP.

#### 13 D. Effects of Positive Alcohol Testing Results

14 1. When an employee is found to be in violation of the alcohol provisions of this policy, he or she  
15 shall be referred to Human Resources and will be subject to mandatory administrative action,  
16 including referral to the SAP and one (1) day leave without pay. A second positive test  
17 indicating drugs and/or alcohol will result in termination of employment.

18 2. If the employee is retained, the SAP's recommended rehabilitation will be a condition of  
19 continued employment.

20 a. The cost of rehabilitation will be the responsibility of the employee.

21 b. Employees may be allowed to use accrued leave to complete rehabilitation until such  
22 leave is exhausted at which time the employee may be allowed to go on unpaid leave.

23 c. The employee remains responsible for successful completion of a treatment program,  
24 and assertions regarding the effectiveness of a program shall not constitute either an  
25 acceptable explanation or excuse for continuing to misuse alcohol and/or drugs or a  
defense to disciplinary action if the employee does not complete treatment.

3. The City may initiate action to terminate an employee for refusing to obtain counseling or rehabilitation  
through an SAP or a state licensed facility.

4. The employee must have a negative test result before returning to work.

5. The employee shall be subject to a return-to-duty agreement.

6. Following a verified positive test and after returning to duty, the employee will be subject to unannounced  
testing for a period of time determined by the SAP.

7. Any subsequent positive test for alcohol use will subject the employee to termination of employment.

8. An employee with a first breath alcohol test which shows a breath alcohol content of .02 or greater but .04 or  
less may not return to duty for the remainder of the scheduled work day and must take sick leave for the  
remainder of his/her shift. The employee shall have a negative test result before returning to work.

## XI. RECORDS AND REPORTS

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

authorized to review or compile program records.

- 1
- 2 B. In order to efficiently implement this requirement and to make information readily retrievable,
- 3 Human Resources shall maintain all records relating to testing, suspicion of tampering, and any
- 4 other authorized documentation necessary to implement this policy. Such information shall
- 5 remain confidential, with only authorized individuals who have a need-to-know having access to
- 6 them.
- 7
- 8 C. The results of a test of an employee for alcohol, controlled substances, or illegally used drugs along
- 9 with all information, interviews, reports, statements, and memoranda will not be disclosed to an
- 10 outside entity without the prior written consent of such employee, unless the disclosure is:
- 11 1. to the tested employee;
- 12 2. to the MRO;
- 13 3. to the SAP in which the employee is receiving counseling or treatment or is otherwise
- 14 participating;
- 15 4. to the Human Resources Director, the Department Director, and the
- 16 City Administrator, the Assistant City Administrator or people with the legal right to
- 17 access;
- 18 5. pursuant to the order of a court of competent jurisdiction or where required by the
- 19 Department to defend against any challenges of adverse personnel action by the City;
- 20 6. report information that is required by law to be reported to a state or federal licensing
- 21 authority in response to inquiries relating to a workplace accident involving death,
- 22 physical injury, or property damage in excess of \$1,500 when there is reason to believe
- 23 that the tested employee may have caused or contributed to the accident.
- 24
- 25 D. Test results with all identifying information removed may be used for data collection and other
- activities necessary to comply with testing requirements.
- E. Information obtained through testing that is unrelated to the alcohol use, controlled substance use,
- or illegal use of a drug must be held in strict confidentiality by the Medical Review Officer and
- may not be released to the employer without the written consent of the employee tested.

## **XII. ADDITIONAL PROVISIONS**

- 19 A. Department Educational Program: Annually, employees will be provided with information
- 20 regarding controlled substances, alcohol, and illegal use of drugs. All supervisors shall receive
- 21 training in compliance with 49 CFR 382.603.
- 22
- 23 B. Notification of Conviction: Any employee who is convicted of a criminal drug or alcohol related
- 24 violation must notify the City within five (5) calendar days of the conviction. A conviction, a plea
- 25 of guilty, a plea of no contest, receiving a suspended imposition of a sentence, and a withheld
- judgment will all be considered the same as a conviction. This obligation to report applies even to
- deferred prosecutions and deferred impositions of sentence.
- C. Limitation of Adverse Action: No adverse action, including follow-up testing, may be taken by the
- employer if the employee presents a reasonable explanation confirmed by the MRO indicating
- that the original test results were not caused by the use of controlled substances, by alcohol
- consumption, or by the illegal use of drugs. Reasonableness shall be determined by Human
- Resources. If the employee presents a reasonable explanation confirmed by the MRO, the test
- results must be removed from the employee's record and destroyed.
- D. Employee's Right of Rebuttal: The employer shall provide an employee or prospective employee
- who has been tested under any qualified testing program with a copy of the test report. The

1 employee or prospective employee will be given the opportunity to provide notification to the  
2 Medical Review Officer of any medical information that is relevant to interpreting test results,  
3 including information concerning currently or recently used prescription or nonprescription drugs.  
4 The employer is also required to obtain an additional test of the split sample by an independent  
5 laboratory selected by the person tested at the request of the employee. (See Section XI.) The  
6 employee must be provided the opportunity to rebut or explain the results of any test.

7 E. New Employee Notification: Applicants for City positions will be informed about the drug-free  
8 workplace policy on the vacancy announcement. During the screening process applicants will be  
9 notified of the testing requirements and that appointment to the position is contingent upon a  
10 negative pre-employment drug test. Upon hiring, new employees will receive a copy of the policy  
11 in the Employee Policy Handbook.

12 F. Employee Policy Confirmation Receipt: Employees will be required to  
13 sign a statement that confirms that he/she has received a copy of the alcohol and drug-free  
14 workplace policy. The statement will be maintained in the employee's personnel file.

15 G. Cost: Testing will be at the employer's expense: If an employee contests the verification test  
16 results, another test will be conducted. If that test is positive, the employee will be responsible for  
17 payment. If it is negative, the employer will be responsible for payment. Employees will be  
18 compensated at the employee's regular rate, including benefits, for time attributable to the testing  
19 program.

20 H. Unintentional Ingestion: Any employee who unintentionally ingests a controlled substance shall  
21 immediately report the incident to his/her supervisor so that appropriate medical steps may be  
22 taken to ensure the employee's health and safety.

23 I. Voluntary Testing: Employees may volunteer for testing as part of a City investigation. The  
24 employee must cooperate with all parts of the test and complete all requirements of collection site  
25 personnel.

26 J. Union Representation: Employees subject to investigations may have a Union representative  
27 present, at his/her option during interviews. If the Union representative is not available for the  
28 interview, the Employee shall select another Union official to fill in for the absent Union  
29 representative.

### 30 **XIII. RESERVATIONS**

31 Employees who are enrolled in and are participating in, or have completed a supervised rehabilitation  
32 program and are no longer engaging in the misuse of alcohol, use of controlled substances, or illegal  
33 use of drugs, shall be protected from discrimination and harassment in accordance with the Americans  
34 with Disabilities Act of 1990. This prohibition does not preclude follow-up testing.

35 This program is intended to carry out the City's Alcohol and Drug-Free Workplace Policy. All  
36 situations will be handled in accordance with this policy and in consultation with representatives of  
37 Human Resources.

### 38 **XIV. POLICY AND PROCEDURE DEFINITIONS**

39 **Adulterant** – Adulterating substance or agent aimed to corrupt, debase, or make impure.

40 **Adulterated specimen** – A urine specimen containing a substance that is not a normal constituent or  
41 containing an endogenous substance at a concentration that is not a normal physiological concentration.

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

1 **Alcohol concentration** – means the alcohol in a volume of breath expressed in terms of grams of alcohol  
per 210 liters of breath as indicated by an evidential breath test.

2 **Breath Alcohol Technician (BAT)** – A person who instructs and assists individuals in the alcohol testing  
process and operates an EBT.

3  
4 **Cancelled test** – A drug or alcohol test that has a problem identified that cannot be or has not been  
corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a  
negative test. Having a cancelled test does not relieve the employee of the responsibility to provide a test  
5 that produces a measured outcome.

6 **Collection site** – A place designated by the employer where employees present themselves for the purpose  
of providing a specimen of their urine to be analyzed for the presence of drugs or providing a breath same to  
7 be analyzed for the presence of alcohol.

8 **Confirmation test** - For alcohol, a second test following a screening test with a result of 0.02 or greater that  
provides a measure of alcohol concentration. For controlled substances and illegally used drugs testing, an  
analytical procedure to identify the presence of a specific drug or metabolite which is independent of the  
9 screening test and which uses a different technique and chemical principle from that of the initial screening  
test in order to ensure reliability and accuracy.

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

14 **Conviction** – means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or  
both, by any judicial body charged with the responsibility to determine violations of federal or state criminal  
15 drug or alcohol statutes.

16 **Critical Incident** – means any incident in which someone is killed or is seriously injured.

17 **Dilute specimen** – means a urine specimen with creatinine and specific gravity values that are lower than  
expected for human urine.

18 **Direct observation** – means an employee being directly observed while providing a urine sample. The  
19 procedure will include direct inspection of the employee with shirt lifted and trousers lowered and will  
include direct observation of urine leaving the body and entering the collection container.

20 **Employee** – All part-time, full-time, , and seasonal employees of the City of Billings engaged in the  
performance, supervision, or management of work in a hazardous work environment, security position,  
21 position affecting public safety, or fiduciary position. It does not include an independent contractor. The  
term includes an elected official.

22 **Employee Assistance Program (EAP)** – means a contract-based counseling program that offers  
23 assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and  
mental health problems, and monitors the progress of employees while in treatment.

24 **Employer** – means the City of Billings.

25 **Evidential Breath Testing Device (EBT)** – means an instrument reliable in measuring alcohol  
concentration in breath, which meets the National Highway Traffic Safety Administration specifications and  
is listed in the conforming products list of evidential breath testing devices.

**Hazardous work environment** includes but is not limited to positions:

- i. For which controlled substance and alcohol testing is mandated by federal law, such as aviation, commercial motor carrier, railroad, pipeline, and commercial marine employees;
- ii. That involve the operation of or work in proximity to construction equipment, industrial machinery, or mining activities; or
- iii. That involves handling or proximity to flammable materials, explosives, toxic chemicals, or similar substances.

**Illegally Used Drugs / Illegal Use of Drugs – means:**

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

**Initial test or Screening test** – means a test for controlled substances or illegally used drugs to eliminate “negative” urine specimens from further consideration and to identify the presumptively positive specimens that require confirmation or further testing. In alcohol testing, an analytical procedure to determine whether an employee has a prohibited concentration of alcohol in his or her system.

**Insufficient urine specimen** – means less than the 45mL of urine required to constitute a sufficient testing volume. An insufficient specimen will prompt “shy bladder” procedures.

**Medical Review Officer (MRO)** –Means a licensed physician trained in the field of substance abuse.

**Precursors** – means a biochemical substance which can be processed or synthesized into one of the categories of drugs to be tested under this policy.

**Prospective employee** means an individual who has made a written or oral application to the City of Billings to become an employee.

**Qualified testing program** – means a program to test for the presence of controlled substances and alcohol that meets the criteria set forth in sections 39-2-207 and 39-2-208 Montana Code Annotated.

**Random testing** – means a system of drug and alcohol testing imposed without individualized suspicion that a particular employee is using controlled substances, alcohol, or illegally using drugs. The system is a statistically random sampling of such employees based on a neutral criterion, such as social security numbers.

**Referral Physician** – means a licensed physician, acceptable to the MRO, who has expertise in the medial issues raised when an employee provides an insufficient urine specimen. The MRO may act in this capacity if he/she has appropriate expertise.

**Return-to-Duty Agreement** – means an agreement between the City and an employee that allows an employee continued employment under stringent guidelines prohibiting use of drugs and alcohol. An employee’s failure to meet the terms of the agreement, which may include successfully passing tests for alcohol and/or controlled substances and/or illegally used drugs, shall result in termination.

**Sample** – means a urine specimen, a breath test, or oral fluid obtained in a minimally invasive manner and determined to meet the reliability and accuracy criteria accepted by laboratories for the performance of drug testing that is used to determine the presence of a controlled substance or alcohol.

**Shy bladder procedure** – means the procedure that is followed when an employee does not provide a sufficient urine volume (45mL) for testing.

1 **Split specimen** – means, in drug testing, a part of the urine specimen that is sent to a first laboratory and  
2 retained unopened, and which is transported to a second laboratory in the event that the employee requests  
that it be tested following a verified positive test of the primary specimen or a verified adulterated or  
substituted test result.

3 **Substance Abuse Professional (SAP)** – the City’s substance abuse professional who evaluates employees  
4 who have violated drug and alcohol policies and makes recommendations concerning education, treatment,  
follow-up testing, and after care.

5 **Supervisor** – means an employee who exercises supervision of one or more employees.

6 **Unannounced test** – means a test for alcohol, control substances, and/or illegally used drugs previously  
7 scheduled and announced only to the employee just prior to the scheduled time, allowing only appropriate  
time for the employee to immediately proceed directly to the scheduled testing site.

8 **Under the Influence/Impaired** – When an employee is affected by a drug or alcohol or a combination of a  
9 drug and alcohol. The symptoms of influence and/or impairment are not confirmed to those consistent with  
10 misbehavior, or to obvious impairment of a physical or mental ability such as slurred speech or difficulty in  
11 maintaining balance. A determination of use, influence, and/or impairment can be established by a  
12 professional opinion, urine, blood or any other commonly used scientific valid tests and in some cases by a  
lay person’s opinion. An employee will be presumed to be impaired and in violation of this policy  
whenever the presence of drugs is detected at levels determined by the testing laboratory as constituting a  
positive indication for drugs. An employee will be presumed to be impaired by positive indication for  
drugs. An employee will be presumed to be impaired by alcohol whenever the presence of alcohol is  
detected at a level of .04% or greater.

13 **Verified Positive Test Result for Alcohol** – means the presence of alcohol in the breath at a level of greater  
14 than .04 as confirmed by two tests with evidential breath testing devices and administered by a trained and  
certified Breath Alcohol Technician.

15 **Verified Positive Test Result for Drugs** – means a test result that was positive for a controlled substance or  
16 illegally used drug on an initial FDA-approved immunoassay test, confirmed by a Gas  
Chromatography/Mass Spectrometry assay, (or other confirmation tests approved by the U.S. Department of  
Health and Human Services), and reviewed and verified by the Medical Review Officer in accordance with  
this policy and the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

17 REFERENCES:

18 Montana Workforce Drug and Alcohol Testing Act  
19 39-2-205 through 39-2-211 Montana Code Annotated (MCA)

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

22 Federal Controlled Substances Act  
23 Title 21 United States Code (USC)

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

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

Controlled Substances Codes  
Title 50 Chapter 32 Montana Code Annotated (MCA)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25