

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 18, 2013

6:30 P.M.

EXECUTIVE SESSION: 5:15 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Mayor Hanel

ROLL CALL: Councilmembers present on roll call were:

MINUTES: November 12, 2013 (Pending)

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, #4 and #5 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. **Change Order #1, W.O. 13-08: 58th Street West and Grand Storm Drain Improvements**, Springline Construction, Inc., \$51,357.
 - B. **Memorandum of Understanding (MOU)** between City of Billings and State of Montana (MDT) for planning and construction of Zimmerman Trail from Rimrock Road to Highway 3; and **Authorizing** the Mayor to execute the MOU with MDT.

- C. **Acceptance of Donations** to the Billings Police Department for Police Canine: Kenco Enterprises - \$1,000; Downtown Exchange Club of Billings - \$1,500; George and Olivia Sheckleton - \$500.
- D. **Resolution** approving the extension of the City Administrator's signature authority, effective November 12, 2013, to execute maximum contracts associated with the implementation of the Neighborhood Stabilization Program and the Foreclosure Acquisition / Rehabilitation Program.
- E. **Preliminary Subsequent Minor Plat** of Shadow Lawn Estates Subdivision, described as 5 lots on approximately 5.63 acres of land on the south side of Poly Drive, west of Virginia Lane; Aaron Sparboe, owner; Sanderson Stewart, agent; conditional approval of the plat and adoption of the findings of fact.
- F. **Final Plat** of Josephine Crossing Subdivision, 4th Filing.
- G. **Bills and Payroll:**
 - 1. October 28, 2013

REGULAR AGENDA:

- 2. **PUBLIC HEARING** and approval of a substantial amendment to the FY2013-2013 & FY2013-2014 Consolidated Plan - Annual Action Plans for CDBG and HOME funding, reallocating CDBG funding from the Manufactured Home Repair Loan Program to the First Time Homebuyer Program. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 3. **PUBLIC HEARING AND RESOLUTION** vacating the north 5 feet of right-of-way of Rimrock Road adjacent to Whisper Ridge Subdivision; LAIS Development, Inc. and Buscher Development, petitioners. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 4. **TEAMSTERS LOCAL 190 7/1/2013 - 6/30/2015 UNION CONTRACT.** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 5. **COST OF LIVING ADJUSTMENT FOR NON-REPRESENTED EMPLOYEES (7/1/2013 - 6/30/2015).** 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: 11/18/2013

TITLE: W.O. 13-08, 58th and Grand Storm Drain Improvements, Change Order #1

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

W.O. 13-08, 58th and Grand Storm Drain Improvements, will fix an existing storm drainage problem at 58th Street West and Grand Avenue by installing a pipe from that intersection to the Birely Drain. The project was awarded to Springline Construction at the June 24, 2013, Council meeting in the amount of \$91,981.75.

After this project was awarded it was determined that if the current design was modified slightly with a larger sized pipe, the City could construct a critical piece of West End storm drain infrastructure and also provide a future drainage opportunity to the intersection of 56th Street West and Grand Avenue. The added cost to make this change is \$51,357, which includes the larger sized pipe and anticipated costs for additional import backfill and pipe bedding.

ALTERNATIVES ANALYZED

The Council may:

- Approve Change Order No. 1 with Springling Construction, Inc. in the amount of \$51,357.00; or
- Do not approve Change Order No. 1. Disapproval of Change Order No. 1 will result in a project that does not allow for future drainage potential to the intersection of 56th Street West and Grand Avenue.

FINANCIAL IMPACT

Funding for this change order will be paid out of Storm Drain Funds. The original contract amount for this project is \$91,981.75. The contract amount after this change order is \$143,338.75. Sufficient funds are available in FY 14 for this change order.

RECOMMENDATION

Staff recommends that Council approve Change Order #1 for W.O. 13-08; 58th and Grand Storm Drain Improvements with Springline Construction, Inc. in the amount of \$51,357.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

W.O. 13-08 Change Order #1

CHANGE ORDER

No. 1

PROJECT: W.O. 13-08; 58th and Grand Storm Drain Repairs

DATE OF ISSUANCE: 10/31/2013

OWNER: City of Billings
2224 Montana Ave.
Billings, MT 59101

OWNER'S PROJECT NO. W.O. 13-08

CONTRACTOR: Springline Construction, Inc.
2480 Trask Circle
Worden, MT 59088

ENGINEER: Office of the City Engineer

ENGINEER'S PROJECT NO. N/A

CONTRACT FOR: W.O. 13-08 – Change Order #1

You are directed to make the following changes in the Contract Documents:

Description: Increase pipe size from 15" to 24" and add an allotment for Type II bedding and Import Backfill.

Purpose of Change Order: To provide an extension outside project scope to allow for drainage at 56th and Grand.

Attachments: N/A

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price

Original Contract Time

\$ 91,981.75

Complete by October 31, 2013
(days or date)

Previous Change Orders No. N/A

Net Change from previous Change Orders

\$ N/A

N/A

Contract Price prior to this Change Order

Contract Time prior to this Change Order

\$ 91,981.75

Complete by October 31, 2013
(days or date)

Net Increase (decrease) of this Change

Net Increase (decrease) of this Change

\$ 51,357.00

Complete by November 27, 2013
(days)

Contract Price with approved Change Order

Contract Time with approved Change Order

\$ 143,338.75

Complete by November 27, 2013
(days or date)

RECOMMENDED:

By [Signature]
Engineer

APPROVED:

APPROVED:

By _____
Owner

By [Signature]
Contractor

Regular City Council Meeting

Meeting Date: 11/18/2013

TITLE: Memorandum of Understanding Between the City of Billings and the State of Montana (MDT) for Planning and Construction of Zimmerman Trail

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Mayor and Council are asked to consider authorizing and executing a Memorandum of Understanding between the City of Billings and State of Montana (MDT) for planning and construction of Zimmerman Trail from Rimrock Road to Highway 3. Staff presented highlights of the project and the agreement at the October 21, 2013 Council work session.

MDT will be responsible for the design, development, and construction for the project. MDT will also advertise, bid, award and administer the construction contract for the project. The City will work as a partner with MDT during the project development and will continue to maintain Zimmerman Trail once the project is completed.

The general scope of work for the project is anticipated to include:

- The existing grade and alignment will be maintained.
- Loose and unstable rocks along the roadway will be removed.
- The bottom section of roadway will include two, twelve foot drive lanes, with four foot shoulders.
- Storm drain improvements will be constructed in the lower section.
- The middle section will only include a pavement overlay.
- Guardrail and concrete barriers will be replaced and additional reflectors will be added.
- The top section of roadway will be widened to two, twelve foot drive lanes, with four foot shoulders.
- Intersection improvements at Highway 3 will be designed and bid as an alternate.

These items may be modified as needed during the project. Note that the existing Zimmerman Trail roadway includes two, thirteen foot lanes and no shoulders.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Memorandum of Understanding Between the City of Billings and State of Montana (MDT) for the project; or
- Not approve the Memorandum of Understanding for the project and the project will not be designed or constructed.

FINANCIAL IMPACT

The total funding available for this project is:

Federal Earmark \$6,242,553

Local Match (City Funds) \$ 967,603

Total Funds Available \$7,210,156

The city funds listed above are from the Arterial Fee and are included in the approved Capital Improvement Plan and are included in the FY2014 budget. Note that a minimum of \$650,000 (\$562,770 federal, \$87,230 local match) will be reserved during the design phase for unforeseen issues that may arise during construction. In addition, the City is responsible for all costs for the project above the funding shown above.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign a Memorandum of Understanding between the City of Billings and State of Montana (MDT) for planning and construction of Zimmerman Trail from Rimrock Road to Highway 3.

APPROVED BY CITY ADMINISTRATOR

Attachments

Zimmerman City - MDT agreement

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BILLINGS AND THE MONTANA DEPARTMENT OF TRANSPORTATION FOR THE
PLANNING AND CONSTRUCTION OF
ZIMMERMAN TRAIL – RIMROCK ROAD TO HIGHWAY 3 - BLGS
STPU-MT 1001 UPN 6040

This memorandum of understanding (MOU) by and between City of Billings (City), and the Montana Department of Transportation (MDT) establishes the roles, responsibilities and commitments of the parties relative to the planning, cost, administration, design, construction and maintenance of the ZIMMERMAN TRAIL – RIMROCK ROAD TO HIGHWAY 3 – BLGS project (PROJECT):

WHEREAS, The PROJECT described as: ZIMMERMAN TRAIL – RIMROCK ROAD TO HIGHWAY 3 – BLGS, is to improve Zimmerman Trail; and

WHEREAS, the City of Billings received SAFETEA-LU Section 1934 Transportation Improvement Projects funds for the Project and is responsible for non-federal match requirements per Transportation Commission policy #5 (exhibit B), 100% of non-federal aid eligible costs, and payback of state and federal funds expended on the Project if required; and

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. PROJECT DESCRIPTION

The Project is located on State Urban Route U-1001 beginning at Rimrock Road (Reference Post 0.000) and extending north to Montana 3 (National Highway System Route 53) (Reference Post 0.990). The scope of work includes improvements of this principal arterial which may include rock removal, wider shoulders, guardrail, and horizontal curve modifications as deemed possible by MDT and the City. MDT design guidelines for low speed urban arterials will be used on this Project. It is anticipated that no right-of-way will need to be acquired and no utilities will need to be relocated.

2. PROJECT DEVELOPMENT

Project development includes: consultant management, administration, public involvement, engineering analysis, surveying, design, plan preparation, environmental documentation,

permitting, right-of-way acquisition, and utility relocation in preparation to let and to construct the Project.

3. CITY RESPONSIBILITIES

a. Project Sponsorship

The City agrees to act as a Project sponsor for the Project per Transportation Commission Policy #5 (exhibit B). The City will work in partnership with MDT during Project development. The City will participate in the Technical Committee and Decision Team described in section 11. The City will issue local permits for applicable construction activities.

b. Utilities

The City is solely responsible for water and sewer utility relocations and associated costs in accordance with state and federal requirements. The City will certify that water and sewer utility moves have been completed prior to MDT requesting Federal authorization of the construction phase of the Project.

c. Public Involvement

City agrees to be a partner with MDT in the public involvement process as described in section 5.

d. Indemnification

The City agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, liabilities and causes of action of any kind or character, including the cost of defense thereof, on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the City and/or its agents, employees, representatives, assigns, contractors, or subcontractors under this agreement except for the sole negligence, joint negligence, or contributory negligence of the State or its employees.

e. Compliance with laws

The City shall, at all times during the performance of its obligations of this Contract strictly adhere to all applicable local, state and federal laws and regulations, including but not limited to: Title VI of the Civil Rights Act of 1964, Section 504 of the

Rehabilitation Act of 1972, the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans With Disabilities Act, including Title II, Subtitle A, 24 U.S.C. Sec. 12101, et seq., all rules and regulations applicable to these laws prohibiting discrimination based upon actual or perceived race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, gender identity or expression and handicap and with Exhibit A, attached hereto and incorporated by reference.

4. MDT RESPONSIBILITIES

a. Project Development and Construction

MDT agrees to accept responsibility for the design, development and construction for the Project. MDT will be responsible for all aspects of Project development as described in Section 2. MDT will prepare and administer all consultant contracts in accordance with MDT's Consultant Services Manual. MDT will develop the Project in accordance with MDT's Project Development Procedures and Design Manuals. MDT will participate in the Technical Design Committee and Decision Team described in section 11. MDT has the responsibility and authority to proceed with all aspects of Project development and construction after approval of work elements as described in section 11.

b. Bids and Contract Administration

Once all approvals, right-of-way acquisition, clearances and permits are obtained, MDT will advertise, bid, award and administer the construction contract in accordance with MDT procedures including obtaining concurrence in the award from FHWA and requesting the award of the contract from the Transportation Commission.

MDT will not let the Project to contract without the City's concurrence if the bid price exceeds the available funds or exceeds the engineer's estimate by more than 10%.

MDT and the City understand that it is possible that the estimate may be exceeded once construction begins. MDT and the City intend on reserving a portion of the total project funding for potential change orders. Any change orders, increases, or unforeseen expenses applicable to the project above the total available for the project funding will be borne by the City. The state will inform the City beforehand, and as early as possible, of anything that appears will result in a cost increase, and will discuss the need for any

possible change order with the City. It is agreed that the City does not have the ability to veto or delay, or refuse to pay for, any change orders deemed necessary by the state.

c. Public Involvement

MDT agrees to partner with the City on the public involvement process as described in section 5.

d. Indemnification

MDT agrees to protect, defend, and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, liabilities and causes of action of any kind or character, including the cost of defense thereof, on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of MDT and/or its agents, employees, representatives, or assigns, under this agreement, including design errors or errors arising from or due to the actions or work of the contractor while under the MDT's contract administration except for the sole negligence, joint negligence, or contributory negligence of the City or its employees.

e. Utilities

The MDT will inform the utility companies responsible for water, power, gas, and phone, of the future plans for the area and encourage the utility companies to make provisions for any utility additions, adjustments, or replacement anticipated within 20 years after the estimated completion of the Project. For facilities that must be moved because of conflicts with the proposed Project, MDT will prepare necessary utility agreements.

f. Compliance with laws

MDT shall, at all times during the performance of its obligations of this Contract strictly adhere to all applicable state and federal laws and regulations.

g. Copy City on All Correspondence

MDT shall copy the City on all decision, design and cost correspondence between MDT and any entities involved with this Project, including the design consultant, continuing through Project closeout.

5. PUBLIC INVOLVEMENT

The public involvement process will include:

- a. Consultant contract provisions to specifically address public involvement with Project stakeholders and public input. The process will be determined during scoping between MDT, the City, and the consultant, and will be consistent with adopted public involvement procedures.
- b. Identification of stakeholders, including but not limited to a representative cross-section of all facility user groups, residents and business owners in the Project corridor and adjacent neighborhoods. This will include contiguous neighborhoods within a minimum of one-half mile of the Project limits and will also include any task force groups in this area.
- c. Public Involvement on functional elements and the aesthetics to be incorporated into the Project design will be initiated prior to any design.
- d. Multiple venues for public input, including at least two public forums and smaller group meetings with stakeholder groups on a regular basis.
- e. A final report from the Consultant detailing the outcomes of the public process.

6. AGREEMENT

- a. Modification and Amendment. This Agreement may be modified or amended, in writing, by the mutual consent of the parties until award of the contracts for the associated roadway Project.
- b. Termination. Both the State and the City agree to move in an efficient and expeditious manner towards development of the proposed project. Either party may terminate this agreement and all obligations hereunder, with 30-day notice in writing to the other party of the intention to do so. This agreement may not be terminated once a contract or contracts have been awarded for the construction of the associated roadway projects. If the City terminates project development at any time, it will reimburse the State for any and all costs incurred by the state up to the date of stoppage.

7. CONSULTANT SELECTION

The consultant will be selected in accordance with MDT's Consultant Services Manual (2010), Consultant Selection Chapter 6. If the selection process requires a Consultant

Rating Panel, it will include two City representatives and two MDT representatives. The City will have one vote on the Consultant Selection Board. The final selection of the consultant will be approved by both the City and MDT at the Consultant Selection Board meeting.

8. TECHNICAL DESIGN REQUIREMENTS

All design will be in accordance with MDT’s Project Development Procedures and Design Manuals and, where applicable, current MDT, City and AASHTO urban standards.

9. FUNDING

- a. This Project is eligible for \$6,242,553 of SAFETEA-LU Section 1934 Federal funds. The required non-federal match participation will be 13.42% for use of the federal funds for a total of \$967,603. This is the total Federal funding available for this Project unless additional funds are allocated through the local planning process in accordance with Federal regulations. The City has approved \$967,603 for the local non-federal match. Therefore, there is a total funding package of \$7,210,156 for all phases of this Project.

Funding Available

Federal Earmark	\$6,242,553
<u>Local Match</u>	<u>\$967,603</u>
Total Funds Available	\$7,210,156

- b. MDT and the City will limit the scope cost to \$6,560,156 (\$5,679,783 federal and \$880,373 local match) to insure that a minimum of \$650,000 (\$562,770 federal, and \$87,230 local match) of the total funding package identified in item 9a will be available after the design is completed and all Project costs up to and including Project closeout have been estimated and agreed to by MDT and the City. The purpose of this scope cost limit is to provide funding if needed for unforeseen issues that may arise during construction of the Project. The remaining \$650,000 of the total funding package identified in section 9a may be used for added alternatives after the design phase of the Project is completed by mutual consent of MDT and the City.
- c. The City is responsible for non-federal match requirements, 100% of non-federal aid eligible costs and payback of state and federal funds expended on the Project if required.

- d. MDT will incur costs associated with Project development described in Section 1 and will be funded with sources described in section 9a.
- e. The City will incur costs associated with Project development described in Section 1 and will be funded with sources described in section 9a up to but not exceeding \$80,000 per the City's proposal in Exhibit C. All invoices submitted for reimbursement must designate hours, base unfactored rates for each employee and the approved fringe benefit rate and approved indirect cost rate.
- f. Section 17-1-106, MCA, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct project costs. MDT's indirect cost rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's indirect costs as defined by 2 CFR Part 225 (formerly OMB Circular A-87) MDT's current indirect cost rate is 11.08% for fiscal year 2013 (July 1, 2012 to June 30, 2013).

For this project, MDT billing to the City will include a charge for the indirect costs at the current fiscal year indirect cost rate, which amount will be applied toward the total project contribution of the City. If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the project.

10. MAINTENANCE

The City is currently responsible for the maintenance of Zimmerman Trail from Rimrock Road to Highway 3. The City will continue this maintenance after the Project is completed.

11. TECHNICAL DESIGN COMMITTEE AND DECISION TEAM

- a. MDT and the City will establish a Technical Design Committee (TDC). The TDC will consist of one permanent voting member each from MDT and the U.S. Department of Transportation/Federal Highway Administration (FHWA) and two representatives from the City as designated by the Public Works Director. The TDC may include as necessary additional MDT, City, FHWA and consultant staff with technical and Project expertise to discuss Project related issues for consideration of the permanent TDC members. The TDC's purpose is to provide direction regarding design for the Project to facilitate the production by MDT and the Project consultant of technical plans and specifications for construction of the Project. The TDC will consider context sensitive design to the

greatest extent practicable. The TDC will meet on a monthly basis and at design milestones determined by consensus from the TDC. The TDC will render decisions by consensus. In the event that the TDC cannot reach consensus on a design issue, then within ten days of impasse the TDC representatives will report the issue to her/his respective agency's decision-maker with authority over the issue and the agency representative on the Decision Team.

- b. MDT and the City will establish a Decision Team (DT). The DT will consist of one permanent member each from MDT, the City and FHWA. The DT representatives will be the City of Billings Public Works Director, MDT Chief Engineer, and FHWA Assistant Division Administrator. When an issue is elevated from the TDC to the DT, the DT will arrange to meet as soon as reasonably possible to review the issue and seek resolution by consensus vote.

12. LIAISON/CONTACTS

In order to effectively administer this Contract, each party shall appoint contact persons.

The Contact Persons for MDT is: Stefan Streeeter, Billings District Administrator

The Contact Persons for the City is: Vern Heisler, P.E., Deputy Public Works Director

Replacement of the individuals named herein may be accomplished by written notice to the other party.

13. VENUE

This Contract is governed by the laws of Montana. The parties agree that any mediation, arbitration or litigation concerning this Agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

14. ACCESS AND RENTENTION OF RECORDS

- a. The City agrees to provide MDT or its authorized agents, including but not limited to the Montana Legislative Auditor, access to any records concerning this Agreement.
- b. The City agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation or exception relating to this Agreement taken by the State of Montana or a third party.

15. METHOD OF PAYMENT

MDT will invoice the City for the non-federal matching funds and project costs over and

above available earmark funds shown under item 9(a) no more than 60-days prior to let. The City will submit payment to MDT within thirty (30) days of billing. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year, and continue to accrue until paid in full. If the City does not make timely payment, MDT may not participate in any future funding agreements with the City until full payment, including interest, is received.

16. SEVERABILITY AND INTEGRATION

If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.

IN WITNESS WHEREOF, the Department of Transportation's authorized representative has signed on behalf of MDT, and the Mayor of the City of Billings, on behalf of the City of Billings, has signed and affixed here to the seal of the City.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____

Date: _____, 2013

Director of the Montana Department of Transportation

CITY OF BILLINGS

ATTEST

Local Agency Official

By _____

City Clerk

Thomas W. Hanel, Mayor

Date: _____, 2013

APPROVED FOR LEGAL CONTENT

By _____

By _____

MDT Legal Counsel

Billings – City Attorney

**EXHIBIT A
NON-DISCRIMINATION NOTICE**

During the performance of this Agreement, the City (hereafter in this Section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
- (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate

Exhibit B

**Montana Transportation Commission
Policy Statement**

Adopted by the Montana Transportation Commission
During regular session on March 20, 1997 – Revised November 22, 2002
Policy Number _____

**Policy Resolution Regarding Congressionally Directed Federal -aid Funding: Including
Demonstration Projects, High Priority Projects, and Project Earmarks**

Background

1. Through both the Congressional authorizing and appropriations processes, Congress may direct Federal-aid funding to specific projects. These directives are generally referred to as “demonstration projects,” “high priority projects,” or “earmarks” depending on where they appear.
2. Since enactment of TEA-21 Congressional directives in the appropriations process have directed more discretionary funding to Montana than the state’s historic share of these programs. This has been due entirely to the efforts of the state’s Congressional delegation.
3. However, directed funding has historically presented problems and many of these remain. Such problems include:
 - a. Many types of directed funding require a higher non- federal match rate. For example, “High Priority Projects” require a 20% non- federal match versus the roughly 13% needed to match the majority of the state’s Federal-aid highway program funds.
 - b. It has been the department’s experience that directed funds are often insufficient to complete construction of the projects, and other state resources (federal or state) are transferred to these projects to complete funding packages. Such transfers may disrupt the overall highway construction program.
 - c. It has also been the department’s experience that some funding awards have gone to projects that have not been prioritized or approved through the typical planning reviews. In consequence, some project awards have resulted in controversy.
4. Since enactment of TEA-21 in 1998, another significant concern has arisen with funds directed to particular projects through the authorization process. This

category of projects, known as “High Priority Projects” directly reduces by an equal amount the funds available to the state through the Minimum Guarantee calculation and consequently reduces funding in the core construction categories.

Policy Findings

Based on this background, the following is the policy of the Montana Transportation Commission relative to Congressionally directed Federal-aid funding.

General

1. The Congressional delegation is urged to work toward maximizing the core highway program and preserve those funding mechanisms, such as Revenue Aligned Budget Authority and the budgetary firewalls, that have increased funding available within the principal highway program categories.
2. The Congressional delegation is urged to work closely with MDT staff to ensure that any project(s) being considered for directed funding have been thoroughly vetted and technically reviewed within the state’s planning and program development processes.

Funding

3. On any project for which directed funds are secured that is not within the Commission’s approved future construction program, the sponsoring entity (local government, federal agency, local interest group) must provide the non-federal matching funds.
4. On any project for which directed funds are secured that is currently within the Commission’s approved future construction program, the sponsoring entity must provide the non- federal match over and above the normal non- federal match. For example, if a project is in the future construction program and is matched at 13% non- federal from state revenue, a sponsor would be responsible for contributing 7% of the match if the Congressionally directed funding requires 20% in nonfederal match.
5. If a project is not in the future construction program and needs additional funds for its completion, all additional funds are solely the responsibility of the project sponsor. The Commission will attempt to phase or segment projects to fit available revenues, but partial funding does not guarantee that a funding package will be completed with state resources. This is necessary to ensure the normal highway construction program is not disrupted.

Exhibit C – City Staff Cost Proposal

Based on the agreement Section 9e

The total compensation to the City for project development will not exceed Eighty thousand Dollars (\$80,000).and will be invoiced based on the following rates:

Employee Base Wage*:

Debi Meling \$47.06/hour

Erin Claunch \$35.28/hour

*Current Employee Base Wage as of the date of the agreement. If the Base Wage rate or employees involved change during the duration of this agreement, the City of Billings will be responsible to send in the updated information to the MDT Consultant Design Engineer prior to invoicing the new employee or base wage rate.

MDT by letter dated October 22, 2013 to the City of Billings accepted the overhead rate of 0.67 for the City of Billings, Engineering Division based on the conditions of the letter. This overhead rate will be applied to the Employee base wage rate.

The City shall commit at the time of execution of the Agreement, irrevocably for the duration of this Agreement, to one of the two options for the overhead rate (please check box and initial next to the box chosen):

- City's overhead rate will remain fixed through the term of this Agreement. In the event of any extension of the term of this Agreement; the City shall provide its new rate; or if a new rate is unavailable, then a new rate will be negotiated by the parties.
- Following the same procedure as for the original submission, the City's overhead rate will be submitted annually, within six months following the end of the Accounting Period.

Invoices shall be submitted monthly for payment to the MDT Consultant Design Engineer for the duration of this agreement.

Regular City Council Meeting

Meeting Date: 11/18/2013

TITLE: Acceptance of Donations to Purchase a Police Canine

PRESENTED BY: Rich St. John, Police Chief

Department: Police

Information

PROBLEM/ISSUE STATEMENT

The Billings Police Department proposed to purchase two police canines with the understanding that the funds used for the purchase would come from donations and that any shortfall of funds would come from drug forfeiture funds. There are no shortfalls and the canines and associated costs will be purchased with donations. Police canines are essential to law enforcement in detecting drugs and the apprehension of criminals. The police canines are also critical to minimize officer risk. \$19,000 is needed to purchase the canines. Various donors wish to donate funds in excess of \$500 to the Billings Police Department to purchase a Police Canine. Council policy requires that any donation of more than \$500 must be approved by the City Council. City Council is being asked to accept the donations listed below.

Kenco Enterprises	\$1,000
Downtown Exchange Club of Billings	\$1,500
Sheckleton, George and Olivia	\$500

ALTERNATIVES ANALYZED

The City Council may:

- Accept the donations to purchase a Police Canine; or
- Not accept the donations for the Police Canine. Drug forfeiture funds would have to be used to purchase the animals.

FINANCIAL IMPACT

These donations will afford the Billings Police Department the opportunity to purchase a police canine without using City funds.

RECOMMENDATION

Staff recommends that the City Council accept the donations as described above.

APPROVED BY CITY ADMINISTRATOR

Attachments

No file(s) attached.

Regular City Council Meeting

Meeting Date: 11/18/2013

TITLE: Extending City Administrator Signature Authority to execute contracts for Neighborhood Stabilization Program and Foreclosure Acquisition/Rehab Program

PRESENTED BY: Candi Millar, Planning & Community Services Department Director

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

City staff requests that the City Council approve the attached resolution extending the City Administrator's signature authority to preserve the sustainability of the Neighborhood Stabilization Program and the Foreclosure Acquisition / Rehabilitation Program. The complete Neighborhood Stabilization Plan, approved by City Council in January 2009, can be viewed online: www.ci.billings.mt.us/CDreports.

The City of Billings applied for and received nearly \$570,000 in funding through the Montana Department of Commerce (MDOC) Neighborhood Stabilization Program (NSP). Funding for this program was made available through the Housing and Economic Recovery Act of 2008 and was used to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within communities. Additional funding for the program was allocated in FY2013-2014 through the Community Development Block Grant (CDBG) totaling \$250,000.

To date, the Community Development Division acquired and rehabilitated four vacant, foreclosed properties utilizing Neighborhood Stabilization Program funding and program income. Rehabilitation work brought the units into compliance with applicable rehabilitation laws, codes and other requirements relating to housing safety, quality and habitability. The City strategically incorporated modern green building and energy efficiency improvements to provide for long-term affordability and increased sustainability and attractiveness of the housing and neighborhoods. All properties were purchased at a minimum discount from either the U.S. Department of Housing and Urban Development or a financial institution. As per federal mandate, the final sales price was not greater than the initial acquisition and rehabilitation cost or appraised value.

The original Resolution 10-18921 (signed March 2010) established City Administrator signature authority to sign contracts to: purchase homes up to \$150,000; rehabilitate homes up to \$25,000; and demolish blighted structures up to \$20,000. In September 2010, Resolution 10-18984 amended the original Resolution and expanded the City Administrator's authority for rehabilitation contracts to \$80,000. As per program policies and procedure of the NSP Program, the City met the requirements of obligating all funding to be utilized in the NSP program via contract by September 19, 2010 and expended all funding obligated by March 19, 2013. Since this time, the City Council allocated additional funding to extend the program by utilizing CDBG funding. Therefore, staff requests the extension of the City Administrator's authority to execute maximum contracts to implement the program through CDBG allocation years from FY2013-2014 forward.

ALTERNATIVES ANALYZED

The City Council may:

- 1) Extend the City Administrator’s signature authority to execute maximum contracts associated with the implementation of the Neighborhood Stabilization Program and the Foreclosure Acquisition / Rehabilitation Program on behalf of the City; or
- 2) Do not extend the City Administrator’s signature authority to execute maximum contracts associated with the implementation of the Neighborhood Stabilization Program and the Foreclosure Acquisition / Rehabilitation Program.

FINANCIAL IMPACT

Approving the extension of the City Administrator’s signature authority will allow the operation of the program as allocated for FY2013-2014 and meet future expenditure deadlines associated with CDBG funding. Not approving extension in signature authority would mean that CDBG timeliness deadlines would not be met and staff would need to prepare a substantial amendment to the Consolidated Plan in order to reallocate funds.

RECOMMENDATION

Staff recommends that Council approve the extension of the City Administrator’s signature authority to execute maximum contracts associated with the implementation of the Neighborhood Stabilization Program and the Foreclosure Acquisition / Rehabilitation Program through CDBG allocation years from FY2013-2014 forward.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution

BUDGETARY AUTHORITY RESOLUTION

RESOLUTION NO. 10-

A RESOLUTION AMENDING RESOLUTIONS 10-18921 AND 10-18984 GRANTING THE CITY ADMINISTRATOR THE AUTHORITY TO EXECUTE CONTRACTS UP TO \$150,000 TO AUTHORIZE AND FACILITATE THE IMPLEMENTATION OF THE NEIGHBORHOOD STABILIZATION PROGRAM AND THE FORECLOSURE ACQUISITION / REHABILITATION PROGRAM.

WHEREAS the City of Billings applied to the Montana Department of Commerce for a maximum of \$2,687,350 in Neighborhood Stabilization Program funding on July 27, 2009 to acquire, rehabilitate and offer affordable housing opportunities to low, moderate, and middle income households;

WHEREAS the funding for the Neighborhood Stabilization Program was authorized through the Housing and Economic Recovery Act of 2008 to prevent the deterioration of neighborhoods due to foreclosures;

WHEREAS the City of Billings received a finalized contract #MT-NSP-024-01-001 from the Montana Department of Commerce's Neighborhood Stabilization Program on January 25, 2010, authorizing the City of Billings to proceed in implementing the Neighborhood Stabilization Program within the City of Billings limits;

WHEREAS, the City of Billings will appropriate Neighborhood Stabilization Program Income and other federal funding for approved projects to implement the program through Budget Allocations and Amendments on a project-by-project basis; and

WHEREAS, the City of Billings has allocated Community Development Block Grant funding to further the program under the Foreclosure Acquisition / Rehabilitation Program for FY2013-2014, which is managed the same as the Neighborhood Stabilization Program, and may allocate other federal resources to this program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Funding Appropriation: The City of Billings hereby authorizes the appropriation of funding on a project-by-project basis to acquire, rehabilitate and sell vacant, foreclosed homes to low income homeowners under 80% of the current Area Median Income.

Section 2. Contract Authority and Execution: The City of Billings hereby authorizes the City Administrator the authority to execute maximum contracts throughout the implementation of the Neighborhood Stabilization Program and the Foreclosure Acquisition / Rehabilitation Program as follows:

- a) \$150,000 to facilitate the purchase of each eligible, foreclosed and vacant housing unit;
- b) \$80,000 to rehabilitate each foreclosed housing unit to bring the unit to Housing Quality Standards; and
- c) \$20,000 to safely demolish foreclosed and blighted structures not suitable for housing rehabilitation in order to prepare the parcel for future affordable housing development.

Section 3. Change Orders: The City of Billings hereby authorizes the City Administrator the authority to implement change orders to facilitate the implementation of the Neighborhood Stabilization and Foreclosure Acquisition / Rehabilitation Program.

Section 4. Duration: The Resolution shall become effective on March 20, 2013, the effective end date of Resolution 10-18984.

Passed and approved this 18th day of November 2013.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

Cari Martin, City Clerk

Regular City Council Meeting

Meeting Date: 11/18/2013

TITLE: Shadow Lawn Estates Subdivision -- Preliminary Subsequent Minor Plat

PRESENTED BY: Candi Millar, Planning & Community Services Department Director

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

On October 15, 2013, the Planning Division received an application for preliminary plat approval for Shadow Lawn Estates Subdivision, Amended Lot 1-A, O. E. Lee Subdivision. The plat contains 5 lots on approximately 5.63 acres of land on the south side of Poly Drive, west of Virginia Lane. The property is currently vacant. The owner is Aaron Sparboe, and the representing agent is Sanderson Stewart.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 35 working days to act upon this preliminary subsequent minor plat; the 35 working day review period for the proposed plat ends on December 4, 2013. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35-day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FINANCIAL IMPACT

If the City Council approves the preliminary plat, the subject property may further develop under private ownership, resulting in additional tax revenues.

BACKGROUND

General location: South side of Poly Drive and west of Virginia Lane.

Legal Description: Shadow Lawn Estates Subdivision, Amended Lot 1-A, O. E. Lee Subdivision

Owner/Subdivider: Aaron Sparboe

Engineer and Surveyor: Sanderson Stewart

Existing Zoning: Residential 9600 (R-96)

Existing land use: Vacant

Proposed land use: Single-family dwellings

Gross/net area: 5.63acres/4.959

Proposed number of lots: 5

Lot size: Max: 2.42 acres
Min.: .64 acres

Parkland requirements: Parkland is not required as this is a minor subdivision.

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with the Growth Policy, the Transportation Plan 2009 Update, the Billings Area Bikeway and Trail Master Plan, and the Highland Neighborhood Plan are discussed within the Findings of Fact.

RECOMMENDATION

Staff recommends that the City Council conditionally approve the preliminary subsequent minor plat of Shadow Lawn Estates Subdivision, approval of the variance from Section 23-406(B)(6) and adoption of the Findings of Fact as presented in the staff report.

Recommended Conditions of Approval

1. To ensure the provision of easements, the subdivider shall provide utility easements on the final plat as requested by the private utility companies.
2. To clarify future construction project timing and City responsibilities for improvements, the following modifications to the SIA shall be made before final plat approval:
 - Strike paragraph 2 from Section III (A) Streets. (1) of the SIA.
 - Revise paragraph 3 in Section III (A) Streets. (1) of the SIA to read: "The will discourage but cannot prevent the construction of overhead utilities on the south side of Poly Drive and the west side of Virginia Lane adjacent to Certificate of Survey No. 3538 and Shadow Lawn Estates Subdivision."
 - Revise the second sentence in paragraph 1 of Section III (B) Sidewalks of the SIA to read: "The Poly Drive Sidewalk will be replaced in the future with a 5-foot sidewalk by the City."
 - Strike paragraph 2 from Section III (B) Sidewalks of the SIA.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Attachments

Findings of Fact

Preliminary Plat

Variance Request and Evaluation

Mayor's Letter

Site Photos

Findings of Fact
Shadow Lawn Estates Subdivision

Staff is forwarding the recommended Findings of Fact for Shadow Lawn Estates Subdivision for review and approval by the City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health, safety and welfare? [MCA 76-3-608 (3)(a) and BMCC 23-303(H)(1)]

1. Effect on agriculture and agricultural water user facilities

The subject property is not used for agriculture, and has no irrigation facilities serving it. It is currently a vacant lot that is in a residential area of Billings. Overall, there is no anticipated effect on irrigation facilities or agriculture from this proposal.

2. Effect on local services

- a. **Utilities** – Water services for the proposed Lots 1 through 4 in the subdivision will come from a 10-inch water line in Poly Drive. Lot 5 will receive water service from a 6-inch water line in O’Malley Drive. A 2-inch water line will be run from the 10-inch line in Poly to serve the subdivision. Lot owners will be responsible for extension of water services at the time of lot development.

Sewer services are to be provided from a private sewer main to be located in Shadow Lawn Court for Lots 1 through 4. Lot owners will be responsible for connecting to the services at the time of lot development.

Private utilities such as electric and gas are available to the lots upon development. To ensure the proper utility easements are provided, it is recommended that the developer consult with the utility companies and place the requested easements on the final plat (**Condition #1**).

- b. **Storm water** – Storm water management will be evaluated at the time of lot development. All drainage improvements shall comply with the provisions of the 2011 City of Billings Storm Water Management Manual.
- c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – Poly Drive provides access to the proposed lots. A private road, Shadow Lawn Court, is proposed to serve lots one through four as shown on the plat. Access to lot number five will be off of O’Malley Drive. The cul-de-sac ends of Shadow Lawn Court will be built to meet Fire Department needs. Poly Drive currently is a 48 foot wide paved road within a 60 foot right-of-way. This subdivision plat will dedicate an additional 10

feet on the south edge of Poly Drive. This is a variance from Section 23-406(B)(6), BMCC that would require the provision of 50 feet of right of way for half of Poly Drive (a Minor Arterial street) as it fronts the north side of the subject property. The development would normally have dedicated 20 feet to meet the requirement. No improvements are required at this time for Poly Drive, but City Public Works anticipates a widening project of Poly Drive in 2015. The additional 10 feet is in anticipation of a bike lane and a new 5 foot wide sidewalk, the work is to be done by the city at no cost to the subdivider. Staff is supporting the variance request for the right-of-way dedication.

- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest emergency service station is located at 2305 8th Ave North (Station #1). The subdivision is located within the ambulance service area of American Medical Response.

The subdivider is installing a 6-inch private fire line and a hydrant placed on Shadow Lawn Court to provide fire suppression for the subdivision. The private fire line and hydrant will be maintained by a homeowner's associations.

- f. **Schools** –School children would attend Highland Elementary, Lewis & Clark Middle and Senior High School. Staff received comments from the principal of Senior High School that said they would be glad to have students from this subdivision. School District #2 had no concerns with the proposal. Given there are only four building lots proposed with this subdivision there will be a minimal effect on schools.
- g. **Parks and Recreation** - Parkland dedication is not required for this subdivision, as it is a Minor subdivision.
- h. **Mail Delivery** - The United States Postal Service indicated that a Central Box Unit will be required. The size of the box will depend on the number of deliveries. The location of the Central Box Unit shall be reviewed and approved by the post office.

3. Effect on the natural environment

The proposed subdivision should have only minor effects on the natural environment. There will be short term air and noise pollution associated with construction on the property. Stormwater shall be managed in compliance with an approved plan and the property is outside of the flood plain. New development will need to follow recommendations of the geotechnical analysis to minimize any potential impacts from soil and groundwater conditions.

4. Effect on wildlife and wildlife habitat

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property. However Montana Fish Wildlife and Parks stated that the area is known to have resident deer, wild turkeys and other wildlife presence, a note informing future land owners of this possibility is found in the 'Conditions that Run with the Land' section of the SIA.

5. Effect on the public health, safety and welfare

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. A geotechnical survey will be required prior to construction to ensure appropriate foundation designs are installed based on the subsurface conditions. There are no obvious threats to public health, safety or welfare.

B. Was an Environmental Assessment required? [MCA 76-3-616 and BMCC 23-901]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA and 23-901, BMCC.

C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy Update, the Urban Area Transportation Plan, 2009 Update, and the Heritage Trail Plan? [BMCC 23-303(H)(3)]

1. Yellowstone County-City of Billings 2008 Growth Policy Update

The proposed subdivision is consistent with the following goals of the Growth Policy:

- a. **Goal: Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans (p. 6).**
- b. **Goal: New developments that are sensitive to and compatible with the character of adjacent city neighborhoods and County townsites (p.6).**
- c. **Goal: Contiguous development focused in and around existing population centers separated by open space (p. 6).**
- d. **Goal: More housing and business choices within each neighborhood (p. 6).**

2. Urban Area Transportation Plan Update 2009

The proposed subdivision adheres to the goals and objectives of the 2009 Transportation Plan Update and preserves the street network and street hierarchy specified within the plan.

3. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies a proposed bike lane along Poly Drive. The sub-divider is providing 10 feet along the south side of Poly Drive for future construction by the city of a 5 foot wide sidewalk and a bike lane. No new improvements will be required with this subdivision to meet the Trail Plan recommendations.

4. Highland Neighborhood Plan

This proposed subdivision appears not to significantly further but also not to conflict with some of the goals and objectives of the Highland Neighborhood Plan, including improving traffic flow and pedestrian access and circulation at the intersection of Poly Drive and Virginia Lane; maintaining the residential character of the Highland Neighborhood; and encourage infill housing development. The new development will be large lot, single family housing that will fit

within the immediate area of the development in the neighborhood. Dedication of 10 feet of right-of-way on Poly Drive will enable a future improved sidewalk and bike lane along Poly Drive.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608(3)(b), BMCC 23-303(H)(2)]

The proposed subdivision, with the proposed conditions, satisfies the requirements of the Montana Subdivision and Platting Act and conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the subdivision conform to sanitary requirements? [BMCC 23-408]

The property is currently served by an existing 8-inch City main. It will be partially abandoned and re-graded to serve the lots. Private sewer mains will be extended east and west under Shadow Lawn Court and lot owner will connect to them when construction takes place. The private sanitary sewer under Shadow Lawn Court will be maintained by the homeowners association. The subdivision will conform to sanitary requirements.

F. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-303(H)(2)(e)]

The subject property is located in R-96 zoning. All development shall comply with the standards set forth in Section 27-308, BMCC. Final zoning compliance will be determined at the time of the building permit.

G. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608(3)(c) and BMCC 23-303(H)(2)(b)]

The plat provides easements for utilities throughout the proposed subdivision. It is recommended that the developer work with NWE and MDU to show the needed easements on the final plat (**Condition #1**).

H. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608(3)(d) and BMCC 23-303(H)(2)(c)]

Access to the subdivision shall be from Poly Drive. The proposed private road, Shadow Lawn Court, will provide access to Lots 1 through 4 in the proposed subdivision. Lot 5 will have access off of O'Malley Drive. Easements shown on the plat and described in an easement document will be filed with the final plat.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat of Shadow Lawn Estates Subdivision, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2008 Growth Policy and does not conflict with the 2009 Transportation Plan Update or the Trail Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, November 18, 2013.

Thomas W. Hanel, Mayor

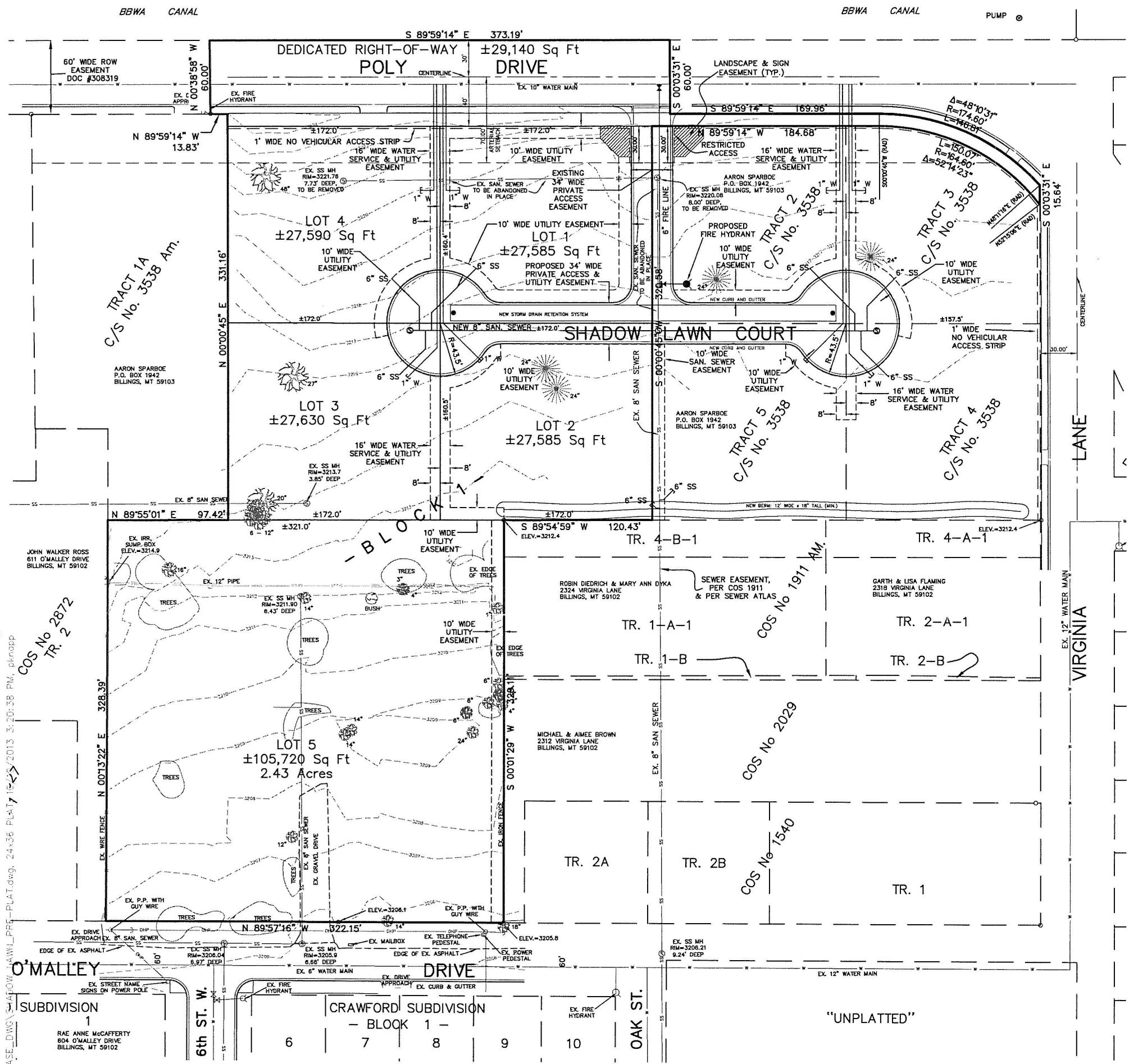
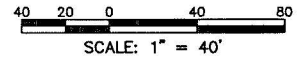
PRELIMINARY PLAT OF SHADOW LAWN ESTATES SUBDIVISION

BEING LOT 1A OF AMENDED O.E. LEE SUBDIVISION
SITUATED IN THE NE1/4 OF SECTION 31, T. 1 N., R 26 E.
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : AARON SPARBOE

OCTOBER 2013

PREPARED BY : SANDERSON STEWART



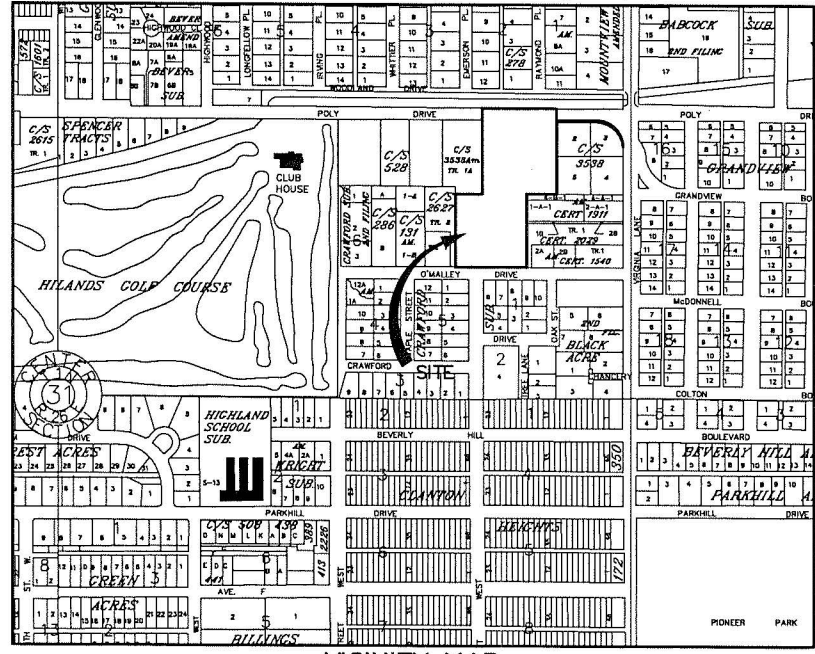
ADJACENT LAND OWNERS, CRAWFORD SUBDIVISION

LOT 6, BLOCK 1,
TIM & PATI LECHNER
2840 SADDLEBACK DRIVE
LAUREL, MT 59044

LOT 7, BLOCK 1
HOLLIE MELLGREN
540 O'MALLEY DRIVE
BILLINGS, MT 59102

LOT 8, BLOCK 1,
LORI WALKER
526 O'MALLEY DRIVE
BILLINGS, MT 59102

LOT 9, BLOCK 1,
MARGARET MARY KUHLMAN ONSTAD
1615 SMELTER AVE
BLACK EAGLE, MT 59414



PLAT DATA	
GROSS AREA	= 5.630 Acres
NET AREA	= 4.959 Acres
NUMBER OF LOTS	= FIVE
MINIMUM LOT SIZE	= ±27,585 Sq Ft
MAXIMUM LOT SIZE	= ±105,720 Sq Ft
LINEAL FEET OF STREETS	= 0
PARKLAND REQUIREMENT	= NONE REQUIRED
EXISTING ZONING	= R-9600
SURROUNDING ZONING:	
NORTH	= R-9600
SOUTH	= R-9600
EAST	= R-9600
WEST	= R-9600
EXISTING LAND USE	= VACANT RESIDENTIAL PROPERTY
PROPOSED LAND USE	= SINGLE FAMILY RESIDENTIAL

Variance Request and Staff Evaluation



October 10, 2013

Juliette Spalding
Planning and Community Services Department
2825 3rd Avenue North, Fourth Floor
Billings, MT 59101

Re: Variance Request for Shadow Lawn Estates Subdivision
Project No. 02125.01

Dear Juliette:

Aaron Sparboe, the owner/subdivider of Shadow Lawn Estates Subdivision requests a variance from the provisions of Section 23-406(B)(6) of the City of Billings Subdivision Regulations requiring the dedication of a 50-foot half right-of-way for Poly Drive, a minor arterial street. The City of Billings Public Works Department has approved a 40-foot half right-of-way dedication in order to meet the future right-of-way needs along this portion of Poly Drive. The following are responses to the five criteria outlined in Section 23-1101.A.:

1. **The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;**

Public Works plans a widening project on Poly Drive to add a bike lane and new five-foot-wide sidewalk. Because of other physical constraints along the south side of Poly Drive, it was determined that the desired widening could be done with ten feet of additional right-of-way, rather than twenty. The additional ten feet of right-of-way will be dedicated across the frontage of Shadow Lawn Estates Subdivision and also along the frontage of Certificate of Survey No. 3538 to Virginia Lane.

2. **Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced;**

As stated in 1. Above, the physical constraints all along the south side of Poly Drive west of Shadow Lawn Estates Subdivision preclude the use of more than ten feet of additional right-of-way for the proposed widening project. Discussions with Public Works came to the conclusion that ten feet along Shadow Lawn Estates Subdivision would be adequate for the bike lane and new five-foot-wide sidewalk.



1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255
Fax 406.656.0967
www.sandersonstewart.com

Juliette Spalding
October 10, 2013
Page 2

3. **The variance will not result in an increase in taxpayer burden;**

The Poly Drive widening project had been planned for previously by the Public Works Department. The work will be done at the cost of the City and will not be assessed to the lot owners of Shadow Lawn Estates Subdivision or Certificate of Survey No. 3538. With less right-of-way to be dedicated; however, more taxable property will be left in the adjacent lots.

4. **The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy; and**

The ten foot right-of-way dedication does not change the density of the single family subdivision which are large lots exceeding 25,000 square feet in size. Also, the arterial setback remains the same and the building envelopes have been adjusted accordingly.

5. **The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.**

The original intent of the Poly Drive widening, as described by the Public Works Department, was to add a bike lane along the south side and to replace the existing four-foot-wide sidewalk. This widening and the original intent of the design can be accomplished with ten feet of additional right-of-way and the twenty feet as required in the Minor Arterial regulations is not necessary to meet the need.

Sincerely,



Robert L. Sanderson, PE, LS
Director

RLS/hg
P:02125_01_Shadow_Lawn_Variance_Ltr_101013_SC

City Staff Evaluation:

The applicant has requested a variance from Section 23-406(B)(6), BMCC that would require the provision of 50 feet of right of way for Poly Drive (a Minor Arterial street) as it fronts the north side of the subject property.

Currently at this location along Poly Drive there has not been a right-of-way (ROW) dedication. This subdivision will be dedicating ROW to the city. The existing road dedication to the west of this parcel of land is 60 feet (30 feet half-width). The current City Subdivision Regulations (Section 23-406(B)(6)) require the dedication of 100 feet (50 feet half-width) at the time of subdivision on minor arterial streets such as Poly Drive. City Public Works anticipates a street widening project on Poly Drive to be completed sometime in the future. The anticipated project is for a 5 foot wide sidewalk and a bike lane. City Public Works felt that the addition of a bike lane and a 5 foot wide sidewalk could be done with the 10 foot addition rather than with 20 feet as required by subdivision regulations.

In reviewing the criteria for granting subdivision variances, granting this variance will not be detrimental to public health and safety or injurious to adjoining properties. The variance will not result in an increase in taxpayer burden, as the design for the future street upgrade only requires 10 feet of additional right-of-way. Lastly, granting the variance will not place the subdivision in violation of any adopted zoning regulations or the 2008 Growth Policy.

Therefore, City staff recommends that City Council approve the requested variance from Section 23-406(B)(6) of the City Subdivision Regulations to allow for the dedication of 10 additional feet of right-of-way for Poly Drive, in lieu of the required 20 feet.

Mayor's Approval Letter

November 18, 2013

Aaron Sparboe
P.O. Box 1942
Billings, MT 59103

Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

Dear Applicants:

On November 18, 2013, the Billings City Council conditionally approved the preliminary plat of Shadow Lawn Estates Subdivision and the variance from Section 23-406(B)(6), BMCC subject to the following conditions of approval:

1. To ensure the provision of easements, the subdivider shall provide utility easements on the final plat as requested by the private utility companies.
2. To clarify future construction project timing and City responsibilities for improvements, the following modifications to the SIA shall be made before final plat approval:
 - Strike paragraph 2 from Section III (A) Streets. (1) of the SIA.
 - Revise paragraph 3 in Section III (A) Streets. (1) of the SIA to read: "The will discourage but cannot prevent the construction of overhead utilities on the south side of Poly Drive and the west side of Virginia Lane adjacent to Certificate of Survey No. 3538 and Shadow Lawn Estates Subdivision."
 - Revise the second sentence in paragraph 1 of Section III (B) Sidewalks of the SIA to read: "The Poly Drive Sidewalk will be replaced in the future with a 5-foot sidewalk by the City."
 - Strike paragraph 2 from Section III (B) Sidewalks of the SIA.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Engineering Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact the Dave Green at (406) 247-8666 or by email at greend@ci.billings.mt.us .

Sincerely,

Thomas W. Hanel, Mayor

Pc: Pete Knapp, PE, Sanderson Stewart

Photos of the Site



Looking East on the north edge of subject property along Poly



Looking south east across subject property

Photos of the Site



Looking south from Poly across subject property



Looking south west from intersection of Virginia Lane and Poly to subject property

Regular City Council Meeting

Meeting Date: 11/18/2013

TITLE: Final Plat of Josephine Crossing Subdivision, 4th Filing

PRESENTED BY: Candi Millar, Planning & Community Services Department Director

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The final plat for Josephine Crossing Subdivision, 4th Filing, is being presented to Council for approval. On August 12, 2013, the City Council conditionally approved the preliminary plat of this 29-lot subdivision. The subject property is generally located south of Elysian Road, and east of Mallowney Lane, adjacent to the previous filings of Josephine Crossing Subdivision. The property is zoned Planned Development (PD) and the proposed residential lots will be developed in substantial compliance with the previously approved Planned Development Master Plan. The owner is McCall Development, Inc. and the representing agent is Sanderson Stewart. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or deny the final plat of Josephine Crossing Subdivision, 4th Filing. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC, Section 23-307.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council approve the final plat of Josephine Crossing Subdivision, 4th Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Plat

PLAT OF JOSEPHINE CROSSING SUBDIVISION, FOURTH FILING

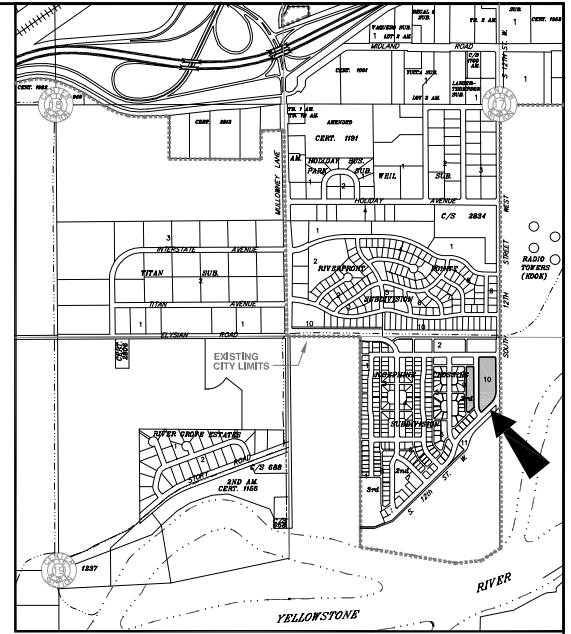
BEING LOT 23, BLOCK 9 & LOT 1, BLOCK 10 OF CORRECTED PLAT OF JOSEPHINE CROSSING SUBDIVISION, THIRD FILING
SITUATED IN THE NW1/4 OF SECTION 20, T. 1 S., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : McCALL DEVELOPMENT, INC.

AUGUST, 2013

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP
NOT TO SCALE



SCALE: 1"=30'

BASIS OF BEARING: CORRECTED PLAT OF JOSEPHINE CROSSING SUBDIVISION, THIRD FILING

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

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
County of Yellowstone) ss

KNOW ALL MEN BY THESE PRESENTS: That McCALL DEVELOPMENT, INC., the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW1/4 of Section 20, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana; said tract being more particularly described as follows, to-wit:

Lot 23, Block 9 & Lot 1, Block 10 of Corrected Plat of Josephine Crossing Subdivision, Third Filing, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3664550.

Pursuant to Section 76-3-621(1)(a) M.C.A., with the establishment of both public and private parks within Josephine Crossing, the parkland dedication requirement for this subdivision has been waived by the governing body.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as JOSEPHINE CROSSING SUBDIVISION, FOURTH FILING, and the lands included in all streets, avenues, and parks as shown on the annexed plat are hereby granted and donated to the use of the public forever.

McCALL DEVELOPMENT, INC.

By: _____
Title: _____

STATE OF MONTANA)
County of Yellowstone) ss

On this _____ day of _____, 20____, before me, the undersigned Notary Public for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of McCALL DEVELOPMENT, INC., and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Notary Public for the State of Montana

CERTIFICATE OF SURVEYOR
STATE OF MONTANA)
County of Yellowstone) ss

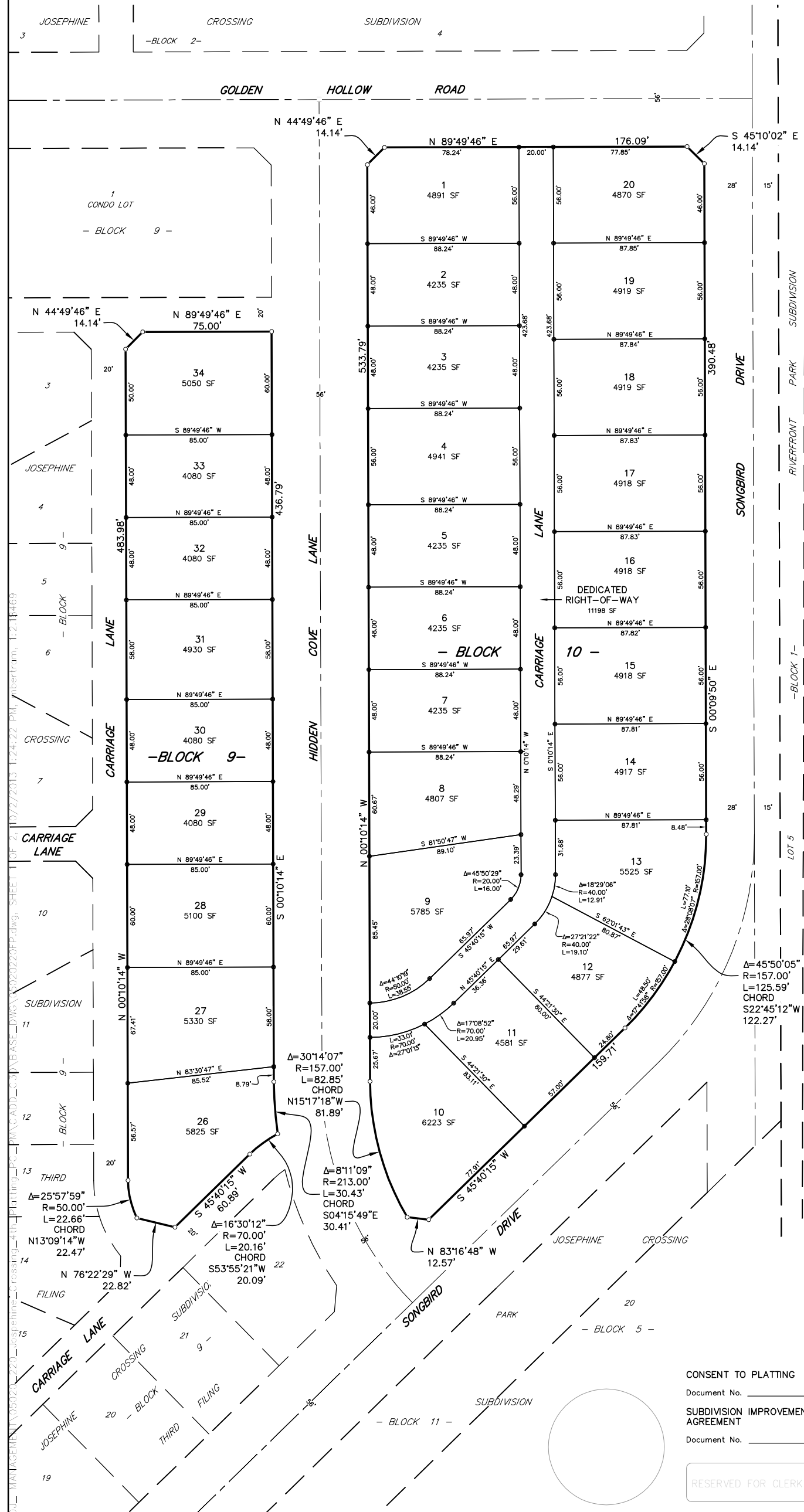
The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of August, 2013, a survey was performed under his supervision of a tract of land to be known as JOSEPHINE CROSSING SUBDIVISION, FOURTH FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 150,941 square feet (3.465 acres) and the net area is 139,734 square feet (3.208 acres).

SANDERSON STEWART
By: _____
Montana License No. _____
Date: _____

CONSENT TO PLATTING
Document No. _____

SUBDIVISION IMPROVEMENT AGREEMENT
Document No. _____

RESERVED FOR CLERK AND RECORDER



P:\PROJECTS\MANAGEMENT\05020220\05020220_05020220FP.DWG, SHEET 1 OF 2, 10/21/2013 1:24:22 PM, mbertram, 1:21:14:69

Regular City Council Meeting

Meeting Date: 11/18/2013

TITLE: Payment of Claims October 28, 2013

PRESENTED BY: Patrick M. Weber, Finance Director

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$3,090,948.04 have been audited and are presented for your approval for payment. A complete listing of the claims dated October 28, 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 10-28

Check Date	Check	Name	Amount	Account	Item Desc
10/28/2013	770219	A & E Architects, PC	\$3,096.88	5030-74910-409390	WO 12-42 WTP Laboratory Renovation; Payment #7
10/28/2013	770220	Accent Air & Mech Inc.	\$3,300.00	5610-71120-403660	Invoice #13-3571. Install new liebert condensing unit to replace unit destroyed by hailstorm
10/28/2013	770224	Advantage Companies LLI	\$5,285.00	2600-55190-403380	Invoice 11432
10/28/2013	770227	Alfa Laval	\$7,287.58	5020-00000-141000	WASTEWATER PARTS & SUPPLY PO NUM 293963
10/28/2013	770227	Alfa Laval	\$1,727.84	5020-00000-141000	WASTEWATER PARTS & SUPPLY PO NUM 294016
10/28/2013	770231	American Title & Escrow	\$25,100.00	2990-65550-407275	REHAB-MARTELL-119 JEFFERSON ST-ESCROW
10/28/2013	770237	Automatic Doors Of Montana Inc	\$3,251.87	5610-71120-403660	Invoice #2973. Repair door 2
10/28/2013	770237	Automatic Doors Of Montana Inc	\$499.78	5610-71120-403660	Invoice #2975. Repair door 4
10/28/2013	770246	Billings Junior Woman's Club	\$4,000.00	2600-55110-407930	Books for Babies Program
10/28/2013	770251	Brenntag Pacific Inc	\$5,043.60	2110-31320-404710	Pass for one man road patch machine
10/28/2013	770255	Budget Blinds	\$1,842.00	1500-22260-409250	FIRE2: WINDOW COVERINGS/ALUM BLINDS FOR NEW WINDOWS INSTALLED JUNE 2013. PRICE INCLUDES BLINDS, SHIPPING AND INSTALLATION
10/28/2013	770255	Budget Blinds	\$834.00	1500-22260-409250	FIRE5: WINDOW COVERINGS / BLINDS FOR NEW WINDOWS INSTALLED JUNE 2013
10/28/2013	770255	Budget Blinds	\$0.00	1500-22260-402450	FIRE6: WINDOW COVERINGS / BLINDS - REPLACE EXISTING UNITS
10/28/2013	770257	Business Tax Section	\$158.00	5050-75150-403671	Water Service Repair List 05.31.13 - Gross Receipts Tax
10/28/2013	770257	Business Tax Section	\$389.94	4210-85930-409340	WO 12-05 Five Mile Lift Station; CO#1 07/09/13
10/28/2013	770257	Business Tax Section	\$141.78	4210-85930-409340	WO 12-05 Five Mile Lift Station; CO#2 07/31/13
10/28/2013	770257	Business Tax Section	\$495.11	2050-00000-201100	WO 13-03 Street Maintenance - #1 Overlay
10/28/2013	770257	Business Tax Section	\$225.06	4440-31650-409311	WO 09-20 Rimrock Road Forsythia to Shiloh
10/28/2013	770257	Business Tax Section	\$1,180.85	5030-75910-409340	WO 09-20 Rimrock Road Forsythia to Shiloh
10/28/2013	770257	Business Tax Section	\$5,950.92	8450-31860-409310	WO 09-20 Rimrock Road Forsythia to Shiloh
10/28/2013	770257	Business Tax Section	\$113.50	5030-74910-409390	WO 12-44 WTP High Service Pump Station H2-3
10/28/2013	770257	Business Tax Section	\$65.13	4120-71550-409250	1% Business Tax for Northwest Fuel Systems for Fuel Master Card Reader System
10/28/2013	770257	Business Tax Section	\$2,542.16	8730-51990-409370	Business tax for the 9 restroom project-Fisher construction.
10/28/2013	770257	Business Tax Section	\$5,895.02	4980-55110-409220	Construction of new Library, demolition of existing building & site development features
10/28/2013	770257	Business Tax Section	\$334.92	5130-00000-201100	WO1301 2013 Water & Sewer Rehab Schedule 3; Retainage Release #1
10/28/2013	770257	Business Tax Section	\$3,551.20	5030-75910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 2; Payment #4
10/28/2013	770257	Business Tax Section	\$1,787.11	5130-85910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 2; Payment #4
10/28/2013	770261	Connor's Garage Door Service	\$841.00	1500-22260-402450	FIRE1: EMERGENCY CALL-OUT/REPLACED CABLE, HINGES, STEM ROLLERS ON DOOR #2
10/28/2013	770261	Connor's Garage Door Service	\$604.00	1500-22260-402450	FIRE7: BOTTOM 595 PANEL 14-2 X 24 REPLACEMENT FOR DAMAGED PANEL
10/28/2013	770261	Connor's Garage Door Service	\$0.00	1500-22260-402450	FIRE7: 595 INNER PANEL 14-2 X 24
10/28/2013	770261	Connor's Garage Door Service	\$1,820.00	1500-22260-402450	FIRE7: 595 FULL VISION (INSULATED GLASS) PANELS 14-2 X 24
10/28/2013	770261	Connor's Garage Door Service	\$0.00	1500-22260-402450	FIRE7: LABOR TO INSTALL REPLACEMENT PANELS
10/28/2013	770261	Connor's Garage Door Service	\$310.00	5610-71190-403660	Invoice #3098. Replace broken spring in wash bay 3 entrance
10/28/2013	770262	Continuant Inc	\$3,908.42	6060-19310-403582	AVST Xpress Care Maintenance

10/28/2013	770263	Cop Construction Co	\$351,568.30	5030-75910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 2; Payment #4
10/28/2013	770263	Cop Construction Co	\$176,923.39	5130-85910-409340	WO 13-01 2013 Water & Sewer Replacement Sch 2; Payment #4
10/28/2013	770263	Cop Construction Co	\$33,156.87	5130-00000-201100	WO1301 2013 Water & Sewer Rehab Schedule 3; Retainage Release #1
10/28/2013	770275	Ebms	\$1,715.00	6270-17520-403511	November 2013 Breakdown
10/28/2013	770275	Ebms	\$17,888.98	6270-17520-403512	November 2013 Breakdown
10/28/2013	770275	Ebms	\$42,744.56	6270-17520-403515	November 2013 Breakdown
10/28/2013	770275	Ebms	\$3,339.00	6270-17520-403515	November 2013 Breakdown
10/28/2013	770275	Ebms	\$3,452.40	6270-17520-405161	November 2013 Breakdown
10/28/2013	770283	Fehr & Peers	\$3,335.42	2400-43010-407214	89716-FINAL
10/28/2013	770285	Fiberglass Structures Inc	\$8,500.00	5630-71220-409490	Invoice #10336. 5,000 gallon fiberglass storage tank to hold runway deicing fluid for snow/ice control
10/28/2013	770286	Fisher Construction, Inc	\$251,673.84	8730-51990-409370	Construction-neighborhood park development per the drawings and specifications for the restroom project.
10/28/2013	770286	Fisher Construction, Inc	\$625.00	6300-17530-407310	Damage to siding on restroom at Stewart Park
10/28/2013	770295	Harris Systems USA Inc	\$3,000.00	2090-44510-403590	CT1430075 - Innoprise enhancement for Building and PW
10/28/2013	770295	Harris Systems USA Inc	\$1,332.00	5020-73110-403553	CT1430075 - Innoprise enhancement for Building and PW
10/28/2013	770295	Harris Systems USA Inc	\$888.00	5120-83110-403553	CT1430075 - Innoprise enhancement for Building and PW
10/28/2013	770295	Harris Systems USA Inc	\$780.00	6700-31410-403590	CT1430075 - Innoprise enhancement for Building and PW
10/28/2013	770298	HDR, Inc.	\$9,648.83	5120-82110-403540	Services for Wastewater Facility Plan
10/28/2013	770298	HDR, Inc.	\$4,197.98	5020-72110-403540	DRINKING WATER SOURCE STUDY
10/28/2013	770298	HDR, Inc.	\$1,882.41	5120-82110-403540	WO 12-13 IWPI Reuse and Reclamation Study
10/28/2013	770298	HDR, Inc.	\$1,026.77	5020-72110-403540	WO 12-13 IWPI Reuse and Reclamation Study
10/28/2013	770298	HDR, Inc.	\$513.39	8400-31840-403590	WO 12-13 IWPI Reuse and Reclamation Study
10/28/2013	770299	Highmark Traffic Services Inc	\$3,608.50	5610-71130-403650	Invoice #3547. Epoxy paint striping for streets & frontage roads.
10/28/2013	770300	Homeword, Inc.	\$29,106.30	2890-65810-407224	Homeword CHDO Project Pheasant Home Grant Reimbursement #7
10/28/2013	770305	Ingram Library Services Inc.	\$78.98	2600-55190-403226	Inv 74235793
10/28/2013	770305	Ingram Library Services Inc.	\$10.20	2600-55190-403227	Inv 74235793
10/28/2013	770305	Ingram Library Services Inc.	\$16.51	2600-55190-403241	Inv 74235793
10/28/2013	770305	Ingram Library Services Inc.	\$10.62	2600-55190-403255	Inv 74235793
10/28/2013	770305	Ingram Library Services Inc.	\$123.69	2600-55190-403222	Inv 74235794
10/28/2013	770305	Ingram Library Services Inc.	\$108.00	2600-55190-403226	Inv 74235794
10/28/2013	770305	Ingram Library Services Inc.	\$719.01	2600-55190-403227	Inv 74235794
10/28/2013	770305	Ingram Library Services Inc.	\$105.84	2600-55190-403255	Inv 74235794
10/28/2013	770305	Ingram Library Services Inc.	\$104.00	2600-55190-403333	Inv 74235794
10/28/2013	770305	Ingram Library Services Inc.	\$33.54	2600-55190-403227	Inv 74235795
10/28/2013	770305	Ingram Library Services Inc.	\$9.43	2600-55190-403333	Inv 74235795
10/28/2013	770305	Ingram Library Services Inc.	\$8.84	2600-55190-403333	Inv 74235796
10/28/2013	770305	Ingram Library Services Inc.	\$8.99	2600-55190-403226	Inv 74235797
10/28/2013	770305	Ingram Library Services Inc.	\$33.21	2600-55190-403227	Inv 74235798
10/28/2013	770305	Ingram Library Services Inc.	\$31.21	2600-55190-403226	Inv 74235799
10/28/2013	770305	Ingram Library Services Inc.	\$21.22	2600-55190-403333	Inv 74235800
10/28/2013	770305	Ingram Library Services Inc.	\$5.99	2600-55190-403255	Inv 74235801
10/28/2013	770305	Ingram Library Services Inc.	\$15.90	2600-55190-403226	Inv 74235802
10/28/2013	770305	Ingram Library Services Inc.	\$111.20	2600-55190-403226	Inv 74235803
10/28/2013	770305	Ingram Library Services Inc.	\$14.74	2600-55190-403227	Inv 74235803
10/28/2013	770305	Ingram Library Services Inc.	\$10.19	2600-55190-403255	Inv 74235804
10/28/2013	770305	Ingram Library Services Inc.	\$10.99	2600-55190-403222	Inv 74252738
10/28/2013	770305	Ingram Library Services Inc.	\$56.17	2600-55190-403226	Inv 74252738
10/28/2013	770305	Ingram Library Services Inc.	\$273.93	2600-55190-403227	Inv 74252738
10/28/2013	770305	Ingram Library Services Inc.	\$59.28	2600-55190-403241	Inv 74252738
10/28/2013	770305	Ingram Library Services Inc.	\$5.37	2600-55190-403255	Inv 74252738
10/28/2013	770305	Ingram Library Services Inc.	\$656.99	2600-55190-403333	Inv 74252738
10/28/2013	770305	Ingram Library Services Inc.	\$10.15	2600-55190-403333	Inv 74252739
10/28/2013	770305	Ingram Library Services Inc.	\$11.97	2600-55190-403227	Inv 74252740
10/28/2013	770305	Ingram Library Services Inc.	\$9.00	2600-55190-403226	Inv 74252741
10/28/2013	770305	Ingram Library Services Inc.	\$130.71	2600-55190-403242	Inv 74252742
10/28/2013	770305	Ingram Library Services Inc.	\$4.79	2600-55190-403226	Inv 74252743

10/28/2013	770305	Ingram Library Services Inc.	\$58.77	2600-55190-403226	Inv 74252744
10/28/2013	770305	Ingram Library Services Inc.	\$239.51	2600-55190-403227	Inv 74252744
10/28/2013	770305	Ingram Library Services Inc.	\$61.80	2600-55190-403255	Inv 74252744
10/28/2013	770305	Ingram Library Services Inc.	\$14.74	2600-55190-403226	Inv 74370579
10/28/2013	770305	Ingram Library Services Inc.	\$21.99	2600-55190-403242	Inv 74370580
10/28/2013	770305	Ingram Library Services Inc.	\$11.66	2600-55190-403227	Inv 74370581
10/28/2013	770305	Ingram Library Services Inc.	\$90.88	2600-55190-403227	Inv 74468742
10/28/2013	770305	Ingram Library Services Inc.	\$15.72	2600-55190-403333	Inv 74468742
10/28/2013	770305	Ingram Library Services Inc.	\$61.02	2600-55190-403222	Inv 74468743
10/28/2013	770305	Ingram Library Services Inc.	\$15.33	2600-55190-403226	Inv 74468743
10/28/2013	770305	Ingram Library Services Inc.	\$189.84	2600-55190-403227	Inv 74468743
10/28/2013	770305	Ingram Library Services Inc.	\$145.74	2600-55190-403333	Inv 74468743
10/28/2013	770305	Ingram Library Services Inc.	\$130.99	2600-55190-403227	Inv 74468744
10/28/2013	770305	Ingram Library Services Inc.	\$40.52	2600-55190-403241	Inv 74468744
10/28/2013	770305	Ingram Library Services Inc.	\$33.17	2600-55190-403255	Inv 74468744
10/28/2013	770305	Ingram Library Services Inc.	\$48.46	2600-55190-403333	Inv 74468744
10/28/2013	770305	Ingram Library Services Inc.	\$16.47	2600-55190-403222	Inv 74468745
10/28/2013	770305	Ingram Library Services Inc.	\$47.50	2600-55190-403334	Inv 74468745
10/28/2013	770305	Ingram Library Services Inc.	\$27.45	2600-55190-403242	Inv 74468746
10/28/2013	770305	Ingram Library Services Inc.	\$8.99	2600-55190-403226	Inv 74468747
10/28/2013	770305	Ingram Library Services Inc.	\$17.67	2600-55190-403226	Inv 74468748
10/28/2013	770305	Ingram Library Services Inc.	\$102.11	2600-55190-403227	Inv 74468749
10/28/2013	770305	Ingram Library Services Inc.	\$8.99	2600-55190-403226	Inv 74474027
10/28/2013	770305	Ingram Library Services Inc.	\$52.16	2600-55190-403227	Inv 74474028
10/28/2013	770305	Ingram Library Services Inc.	\$24.75	2600-55190-403242	Inv 74474029
10/28/2013	770307	Integra Chemical Company	\$2,571.10	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293894
10/28/2013	770311	Jackson Contractor Group Inc	\$583,606.98	4980-55110-409220	Construction of new Library, demolition of existing building & site development features.
10/28/2013	770320	Knife River (JTL Group Inc.)	\$3,683.00	2110-31320-404710	asphalt used at 2nd & n18th, 19th & Yellowstone, 1st and ave B
10/28/2013	770320	Knife River (JTL Group Inc.)	\$1,510.32	2110-31320-404710	asphalt used on Montana & n15th
10/28/2013	770320	Knife River (JTL Group Inc.)	\$123.54	2110-31320-404710	asphalt used on 3rd west & parkhill for streetlight patch
10/28/2013	770320	Knife River (JTL Group Inc.)	\$20.00	2110-31320-404520	rocks used to repair side of road in Rehberg ranch
10/28/2013	770320	Knife River (JTL Group Inc.)	\$22,280.51	4440-31650-409311	WO 09-20 Rimrock Road Forsythia to Shiloh
10/28/2013	770320	Knife River (JTL Group Inc.)	\$116,903.94	5030-75910-409340	WO 09-20 Rimrock Road Forsythia to Shiloh
10/28/2013	770320	Knife River (JTL Group Inc.)	\$589,141.37	8450-31860-409310	WO 09-20 Rimrock Road Forsythia to Shiloh
10/28/2013	770320	Knife River (JTL Group Inc.)	\$49,016.67	2050-00000-201100	WO 13-03 2013 Street Maintenance - #1 Overlay
10/28/2013	770341	Miller Trois LLC	\$1,766.00	0100-43210-405311	I14-007633 October Rent at Miller Building for Planning & Community Services.
10/28/2013	770341	Miller Trois LLC	\$5,792.00	2090-44510-405311	I14-007633 October Rent at Miller Building for Planning & Community Services.
10/28/2013	770341	Miller Trois LLC	\$3,842.00	2400-43010-405311	I14-007633 October Rent at Miller Building for Planning & Community Services.
10/28/2013	770341	Miller Trois LLC	\$3,366.00	2740-67800-405310	I14-007633 October Rent at Miller Building for Planning & Community Services.
10/28/2013	770341	Miller Trois LLC	\$1,192.00	2990-65010-405310	I14-007633 October Rent at Miller Building for Planning & Community Services.
10/28/2013	770344	Montana Dakota Utilities Co	\$461.74	5610-71190-403440	129 573 1000 1. October 2013 Mud Wash
10/28/2013	770344	Montana Dakota Utilities Co	\$26.15	5610-71190-403440	229 573 1000 0. October 2013 Detail Bay 1 Hertz
10/28/2013	770344	Montana Dakota Utilities Co	\$31.06	5610-71190-403440	629 573 1000 6. October 2013 Detail Bay 2 National/Alamo
10/28/2013	770344	Montana Dakota Utilities Co	\$18.22	5610-71190-403440	329 573 1000 9. October 2013 Detail By 3 Enterprise
10/28/2013	770344	Montana Dakota Utilities Co	\$32.89	5610-71190-403440	429 573 1000 8. October 2013 Detail Bay 4 Avis/Budget
10/28/2013	770344	Montana Dakota Utilities Co	\$15.14	5610-71190-403440	529 573 1000 7. October 2013 Detail Bay 5 Thrifty/Dollar
10/28/2013	770344	Montana Dakota Utilities Co	\$11.78	2660-67730-409200	NSP-CONWAY-MDU-SEPT
10/28/2013	770344	Montana Dakota Utilities Co	\$529.61	5610-71130-403440	2855801000 6
10/28/2013	770344	Montana Dakota Utilities Co	\$10.87	0100-51120-403410	5014731000 2
10/28/2013	770344	Montana Dakota Utilities Co	\$4,344.33	5610-71120-403440	5955801000 1

10/28/2013	770344	Montana Dakota Utilities Co	\$81.20	1500-22210-403440	6686701000 2
10/28/2013	770344	Montana Dakota Utilities Co	\$449.49	5610-71170-403440	7065801000 7
10/28/2013	770344	Montana Dakota Utilities Co	\$10.87	5610-71170-403440	8065801000 6
10/28/2013	770344	Montana Dakota Utilities Co	\$189.46	5610-71130-403440	06882310003 / 31454601
10/28/2013	770344	Montana Dakota Utilities Co	\$10.87	5610-71130-403440	16882310002 / 31454801
10/28/2013	770344	Montana Dakota Utilities Co	\$111.22	5610-71170-403440	185 580 1000 7. October 2013 TSA Building
10/28/2013	770344	Montana Dakota Utilities Co	\$21.90	5610-71170-403440	295 580 1000 4. October 2013 Utilities Aero Interiors
10/28/2013	770344	Montana Dakota Utilities Co	\$660.55	5610-71190-403440	889 373 1000 6. October 2013 Car Wash
10/28/2013	770351	Moulton Bellingham PC	\$5,310.19	0100-16110-403560	Invoice Nos. 105348, 105238, 105347; Unit Determination; Billings Gazette Employee Matters; and Ernie Watters Lawsuit
10/28/2013	770355	Napa Auto Parts	\$91.30	1500-22260-402450	EMERGENCY GENERATOR MAINT: SILICONE SPRAY, SMART STRAW LUBRICANT (ED THOMPSON)
10/28/2013	770355	Napa Auto Parts	\$133.50	5710-71440-402320	456132
10/28/2013	770355	Napa Auto Parts	\$120.78	5710-71470-402320	456411
10/28/2013	770355	Napa Auto Parts	\$31.64	6010-00000-141714	456132 PO NUM 294042
10/28/2013	770355	Napa Auto Parts	\$95.36	6010-00000-141714	456135 PO NUM 294042
10/28/2013	770355	Napa Auto Parts	\$59.98	6010-00000-141000	456023 PO NUM 294043
10/28/2013	770355	Napa Auto Parts	\$141.29	6010-00000-141000	456025 PO NUM 294043
10/28/2013	770355	Napa Auto Parts	\$14.85	6010-00000-141000	456937 PO NUM 294043
10/28/2013	770355	Napa Auto Parts	\$47.64	6010-00000-141000	456938 PO NUM 294043
10/28/2013	770355	Napa Auto Parts	\$41.16	6010-00000-141714	458393 PO NUM 294044
10/28/2013	770355	Napa Auto Parts	\$63.92	6010-00000-141714	459532 PO NUM 294044
10/28/2013	770355	Napa Auto Parts	\$18.99	6010-00000-141000	457958 PO NUM 294045
10/28/2013	770355	Napa Auto Parts	\$183.55	6010-00000-141000	458075 PO NUM 294045
10/28/2013	770355	Napa Auto Parts	\$18.14	6010-00000-141000	458461 PO NUM 294045
10/28/2013	770355	Napa Auto Parts	\$18.99	6010-00000-141000	458461 PO NUM 294045
10/28/2013	770355	Napa Auto Parts	\$21.33	6010-00000-141000	458523 PO NUM 294045
10/28/2013	770355	Napa Auto Parts	\$224.26	2110-31320-402320	456657
10/28/2013	770355	Napa Auto Parts	\$43.32	5410-31220-402320	455775
10/28/2013	770355	Napa Auto Parts	\$279.48	5410-31220-402320	456022
10/28/2013	770355	Napa Auto Parts	\$10.96	5410-31220-402320	456025
10/28/2013	770355	Napa Auto Parts	\$2.29	1500-21120-402320	456340
10/28/2013	770355	Napa Auto Parts	\$28.62	2110-31320-402320	456692
10/28/2013	770355	Napa Auto Parts	\$67.42	5020-74000-402320	456826
10/28/2013	770355	Napa Auto Parts	\$50.58	2110-31320-402320	456854
10/28/2013	770355	Napa Auto Parts	\$5.31	2110-31320-402320	457008
10/28/2013	770355	Napa Auto Parts	\$10.14	5710-71440-402320	457954
10/28/2013	770355	Napa Auto Parts	\$35.90	5710-71470-402320	458026
10/28/2013	770355	Napa Auto Parts	\$33.52	5710-71470-402320	458059
10/28/2013	770355	Napa Auto Parts	\$154.00	5710-71440-402320	458092
10/28/2013	770355	Napa Auto Parts	-\$35.90	5710-71470-402320	458277
10/28/2013	770355	Napa Auto Parts	\$263.15	5710-71440-402320	459532
10/28/2013	770355	Napa Auto Parts	\$10.28	5710-71470-402320	459677
10/28/2013	770355	Napa Auto Parts	\$16.47	5710-71470-402320	459850
10/28/2013	770355	Napa Auto Parts	\$11.99	1500-21120-402320	457691
10/28/2013	770355	Napa Auto Parts	\$44.59	6010-15530-402650	457922
10/28/2013	770355	Napa Auto Parts	\$5.92	1500-22260-402320	458190
10/28/2013	770355	Napa Auto Parts	\$40.76	0100-51120-402320	458194
10/28/2013	770355	Napa Auto Parts	\$1.52	1500-22260-402320	458252
10/28/2013	770355	Napa Auto Parts	\$12.00	2600-55170-402320	458380
10/28/2013	770355	Napa Auto Parts	\$86.50	2090-44520-402320	458383
10/28/2013	770355	Napa Auto Parts	\$13.89	5410-31220-402320	458461
10/28/2013	770355	Napa Auto Parts	\$8.32	2090-44520-402320	458495
10/28/2013	770355	Napa Auto Parts	\$20.94	1500-21120-402320	458721
10/28/2013	770360	Northwest Fuel Systems, Inc.	\$44.25	5410-31230-402320	142552
10/28/2013	770360	Northwest Fuel Systems, Inc.	\$6,447.60	4120-71550-409250	Install Fuel Master Card Reader System and install new Electronic Register
10/28/2013	770362	NorthWestern Energy	\$12,449.19	2110-31320-403410	Signal Bills
10/28/2013	770362	NorthWestern Energy	\$658.52	8100-31830-403410	SILMD 008 ACCT# 0712544-6
10/28/2013	770362	NorthWestern Energy	\$675.29	8100-31830-403410	SILMD 009 ACCT# 0712545-3
10/28/2013	770362	NorthWestern Energy	\$1,857.32	8100-31830-403410	SILMD 010 ACCT# 0712546-1
10/28/2013	770362	NorthWestern Energy	\$2,722.55	8100-31830-403410	SILMD 014 ACCT# 0721277-2
10/28/2013	770362	NorthWestern Energy	\$1,628.95	8100-31830-403410	SILMD 017 ACCT# 0712553-7
10/28/2013	770362	NorthWestern Energy	\$126.74	8100-31830-403410	SILMD 018 ACCT# 0712554-5
10/28/2013	770362	NorthWestern Energy	\$464.22	8100-31830-403410	SILMD 095 ACCT# 0712556-0
10/28/2013	770362	NorthWestern Energy	\$17,543.79	8100-31830-403410	SILMD 097 ACCT# 0712557-8
10/28/2013	770362	NorthWestern Energy	\$2,093.30	8100-31830-403410	SILMD 099 ACCT# 0712558-6
10/28/2013	770362	NorthWestern Energy	\$3,502.38	8100-31830-403410	SILMD 100 ACCT# 0712559-4

10/28/2013	770362	NorthWestern Energy	\$2,310.92	8100-31830-403410	SILMD 107 ACCT# 0712560-2
10/28/2013	770362	NorthWestern Energy	\$5,795.68	8100-31830-403410	SILMD 109 ACCT# 0712561-0
10/28/2013	770362	NorthWestern Energy	\$240.90	8100-31830-403410	SILMD 113 ACCT# 0712562-8
10/28/2013	770362	NorthWestern Energy	\$1,247.17	8100-31830-403410	SILMD 114 ACCT# 0712563-6
10/28/2013	770362	NorthWestern Energy	\$293.45	8100-31830-403410	SILMD 115 ACCT# 0712564-4
10/28/2013	770362	NorthWestern Energy	\$770.31	8100-31830-403410	SILMD 116 ACCT# 0712565-1
10/28/2013	770362	NorthWestern Energy	\$4,261.03	8100-31830-403410	SILMD 117 ACCT# 0712566-9
10/28/2013	770362	NorthWestern Energy	\$307.98	8100-31830-403410	SILMD 118 ACCT# 0712567-7
10/28/2013	770362	NorthWestern Energy	\$203.08	8100-31830-403410	SILMD 119 ACCT# 0712568-5
10/28/2013	770362	NorthWestern Energy	\$3,301.35	8100-31830-403410	SILMD 121 ACCT# 0712570-1
10/28/2013	770362	NorthWestern Energy	\$250.92	8100-31830-403410	SILMD 122 ACCT# 0712571-9
10/28/2013	770362	NorthWestern Energy	\$440.16	8100-31830-403410	SILMD 123 ACCT# 0712572-7
10/28/2013	770362	NorthWestern Energy	\$1,283.85	8100-31830-403410	SILMD 124 ACCT# 0712573-5
10/28/2013	770362	NorthWestern Energy	\$513.53	8100-31830-403410	SILMD 125 ACCT# 0712574-3
10/28/2013	770362	NorthWestern Energy	\$256.77	8100-31830-403410	SILMD 126 ACCT# 0712575-0
10/28/2013	770362	NorthWestern Energy	\$940.96	8100-31830-403410	SILMD 127 ACCT# 0712576-8
10/28/2013	770362	NorthWestern Energy	\$658.67	8100-31830-403410	SILMD 128 ACCT# 0712577-6
10/28/2013	770362	NorthWestern Energy	\$440.16	8100-31830-403410	SILMD 129 ACCT# 0712578-4
10/28/2013	770362	NorthWestern Energy	\$166.75	8100-31830-403410	SILMD 130 ACCT# 0712579-2
10/28/2013	770362	NorthWestern Energy	\$1,137.13	8100-31830-403410	SILMD 131 ACCT# 0712580-0
10/28/2013	770362	NorthWestern Energy	\$309.67	8100-31830-403410	SILMD 133 ACCT# 0712581-8
10/28/2013	770362	NorthWestern Energy	\$714.64	8100-31830-403410	SILMD 134 ACCT# 0712582-6
10/28/2013	770362	NorthWestern Energy	\$690.03	8100-31830-403410	SILMD 135 ACCT# 0712583-4
10/28/2013	770362	NorthWestern Energy	\$610.73	8100-31830-403410	SILMD 136 ACCT# 0712584-2
10/28/2013	770362	NorthWestern Energy	\$495.32	8100-31830-403410	SILMD 137 ACCT# 0712585-9
10/28/2013	770362	NorthWestern Energy	\$990.41	8100-31830-403410	SILMD 138 ACCT# 0712586-7
10/28/2013	770362	NorthWestern Energy	\$330.14	8100-31830-403410	SILMD 139 ACCT# 0712587-5
10/28/2013	770362	NorthWestern Energy	\$768.91	8100-31830-403410	SILMD 143 ACCT# 0712588-3
10/28/2013	770362	NorthWestern Energy	\$36.61	8100-31830-403410	SILMD 144 ACCT# 0712589-1
10/28/2013	770362	NorthWestern Energy	\$627.31	8100-31830-403410	SILMD 145 ACCT# 0712590-9
10/28/2013	770362	NorthWestern Energy	\$476.85	8100-31830-403410	SILMD 146 ACCT# 0712591-7
10/28/2013	770362	NorthWestern Energy	\$618.28	8100-31830-403410	SILMD 147 ACCT# 0712592-5
10/28/2013	770362	NorthWestern Energy	\$1,350.37	8100-31830-403410	SILMD 149 ACCT# 0712593-3
10/28/2013	770362	NorthWestern Energy	\$1,003.69	8100-31830-403410	SILMD 150 ACCT# 0712594-1
10/28/2013	770362	NorthWestern Energy	\$843.67	8100-31830-403410	SILMD 151 ACCT# 0712595-8
10/28/2013	770362	NorthWestern Energy	\$5,743.25	8100-31830-403410	SILMD 152 ACCT# 0712596-6
10/28/2013	770362	NorthWestern Energy	\$721.39	8100-31830-403410	SILMD 153 ACCT# 0712597-4
10/28/2013	770362	NorthWestern Energy	\$1,630.99	8100-31830-403410	SILMD 154 ACCT# 0712598-2
10/28/2013	770362	NorthWestern Energy	\$660.28	8100-31830-403410	SILMD 155 ACCT# 0712599-0
10/28/2013	770362	NorthWestern Energy	\$1,223.23	8100-31830-403410	SILMD 157 ACCT# 0712600-6
10/28/2013	770362	NorthWestern Energy	\$1,063.77	8100-31830-403410	SILMD 158 ACCT# 0712601-4
10/28/2013	770362	NorthWestern Energy	\$1,450.35	8100-31830-403410	SILMD 159 ACCT# 0712602-2
10/28/2013	770362	NorthWestern Energy	\$953.73	8100-31830-403410	SILMD 160 ACCT# 0712603-0
10/28/2013	770362	NorthWestern Energy	\$1,411.45	8100-31830-403410	SILMD 161 ACCT# 0712604-8
10/28/2013	770362	NorthWestern Energy	\$80.65	8100-31830-403410	SILMD 162 ACCT# 0712605-5
10/28/2013	770362	NorthWestern Energy	\$873.01	8100-31830-403410	SILMD 163 ACCT# 0712606-3
10/28/2013	770362	NorthWestern Energy	\$501.85	8100-31830-403410	SILMD 164 ACCT# 0712607-1
10/28/2013	770362	NorthWestern Energy	\$1,173.82	8100-31830-403410	SILMD 165 ACCT# 0712608-9
10/28/2013	770362	NorthWestern Energy	\$313.66	8100-31830-403410	SILMD 167 ACCT# 0712609-7
10/28/2013	770362	NorthWestern Energy	\$752.76	8100-31830-403410	SILMD 171 ACCT# 0712610-5
10/28/2013	770362	NorthWestern Energy	\$714.64	8100-31830-403410	SILMD 172 ACCT# 0712611-3
10/28/2013	770362	NorthWestern Energy	\$1,568.26	8100-31830-403410	SILMD 173 ACCT# 0712612-1
10/28/2013	770362	NorthWestern Energy	\$1,317.34	8100-31830-403410	SILMD 174 ACCT# 0712613-9
10/28/2013	770362	NorthWestern Energy	\$439.10	8100-31830-403410	SILMD 175 ACCT# 0712614-7
10/28/2013	770362	NorthWestern Energy	\$57.61	8100-31830-403410	SILMD 176 ACCT# 0712615-4
10/28/2013	770362	NorthWestern Energy	\$345.02	8100-31830-403410	SILMD 178 ACCT# 0712616-2
10/28/2013	770362	NorthWestern Energy	\$690.03	8100-31830-403410	SILMD 179 ACCT# 0712617-0
10/28/2013	770362	NorthWestern Energy	\$470.49	8100-31830-403410	SILMD 180 ACCT# 0712618-8
10/28/2013	770362	NorthWestern Energy	\$2,237.57	8100-31830-403410	SILMD 181 ACCT# 0712619-6
10/28/2013	770362	NorthWestern Energy	\$784.14	8100-31830-403410	SILMD 182 ACCT# 0712620-4
10/28/2013	770362	NorthWestern Energy	\$1,568.26	8100-31830-403410	SILMD 183 ACCT# 0712621-2
10/28/2013	770362	NorthWestern Energy	\$501.85	8100-31830-403410	SILMD 184 ACCT# 0712622-0
10/28/2013	770362	NorthWestern Energy	\$188.20	8100-31830-403410	SILMD 185 ACCT# 0712623-8
10/28/2013	770362	NorthWestern Energy	\$816.69	8100-31830-403410	SILMD 186 ACCT# 0712624-6
10/28/2013	770362	NorthWestern Energy	\$313.66	8100-31830-403410	SILMD 187 ACCT# 0712625-3
10/28/2013	770362	NorthWestern Energy	\$376.37	8100-31830-403410	SILMD 188 ACCT# 0712626-1
10/28/2013	770362	NorthWestern Energy	\$313.66	8100-31830-403410	SILMD 189 ACCT# 0712627-9
10/28/2013	770362	NorthWestern Energy	\$1,630.99	8100-31830-403410	SILMD 190 ACCT# 0712628-7
10/28/2013	770362	NorthWestern Energy	\$560.39	8100-31830-403410	SILMD 191 ACCT# 0712629-5
10/28/2013	770362	NorthWestern Energy	\$407.74	8100-31830-403410	SILMD 192 ACCT# 0712630-3
10/28/2013	770362	NorthWestern Energy	\$1,003.69	8100-31830-403410	SILMD 193 ACCT# 0712631-1
10/28/2013	770362	NorthWestern Energy	\$337.94	8100-31830-403410	SILMD 194 ACCT# 0712632-9
10/28/2013	770362	NorthWestern Energy	\$281.61	8100-31830-403410	SILMD 195 ACCT# 0712633-7
10/28/2013	770362	NorthWestern Energy	\$90.62	8100-31830-403410	SILMD 196 ACCT# 0712634-5
10/28/2013	770362	NorthWestern Energy	\$90.62	8100-31830-403410	SILMD 197 ACCT# 0712635-2
10/28/2013	770362	NorthWestern Energy	\$156.83	8100-31830-403410	SILMD 198 ACCT# 0712636-0
10/28/2013	770362	NorthWestern Energy	\$96.66	8100-31830-403410	SILMD 200 ACCT# 0712637-8

10/28/2013	770362	NorthWestern Energy	\$658.67	8100-31830-403410	SILMD 201 ACCT# 0712638-6
10/28/2013	770362	NorthWestern Energy	\$1,040.06	8100-31830-403410	SILMD 202 INV# 0712639-4
10/28/2013	770362	NorthWestern Energy	\$24.16	8100-31830-403410	SILMD 203 ACCT# 0712640-2
10/28/2013	770362	NorthWestern Energy	\$487.97	8100-31830-403410	SILMD 204 ACCT# 0712641-0
10/28/2013	770362	NorthWestern Energy	\$46.07	8100-31830-403410	SILMD 205 ACCT# 0712642-8
10/28/2013	770362	NorthWestern Energy	\$439.10	8100-31830-403410	SILMD 206 ACCT# 0712643-6
10/28/2013	770362	NorthWestern Energy	\$501.85	8100-31830-403410	SILMD 207 ACCT# 0712644-4
10/28/2013	770362	NorthWestern Energy	\$345.98	8100-31830-403410	SILMD 208 ACCT# 0712645-1
10/28/2013	770362	NorthWestern Energy	\$721.39	8100-31830-403410	SILMD 209 ACCT# 0712646-9
10/28/2013	770362	NorthWestern Energy	\$108.74	8100-31830-403410	SILMD 210 ACCT# 0712647-7
10/28/2013	770362	NorthWestern Energy	\$60.42	8100-31830-403410	SILMD 211 ACCT# 0712648-5
10/28/2013	770362	NorthWestern Energy	\$60.42	8100-31830-403410	SILMD 212 ACCT# 0712649-3
10/28/2013	770362	NorthWestern Energy	\$36.25	8100-31830-403410	SILMD 213 ACCT# 0712650-1
10/28/2013	770362	NorthWestern Energy	\$628.99	8100-31830-403410	SILMD 214 ACCT# 0712651-9
10/28/2013	770362	NorthWestern Energy	\$188.20	8100-31830-403410	SILMD 216 ACCT# 0712652-7
10/28/2013	770362	NorthWestern Energy	\$502.33	8100-31830-403410	SILMD 217 ACCT# 0712653-5
10/28/2013	770362	NorthWestern Energy	\$216.96	8100-31830-403410	SILMD 220 ACCT# 0712654-3
10/28/2013	770362	NorthWestern Energy	\$11.52	8100-31830-403410	SILMD 221 ACCT# 0712655-0
10/28/2013	770362	NorthWestern Energy	\$95.56	8100-31830-403410	SILMD 222 ACCT# 0712656-8
10/28/2013	770362	NorthWestern Energy	\$144.98	8100-31830-403410	SILMD 223 ACCT# 0712657-6
10/28/2013	770362	NorthWestern Energy	\$2,418.65	8100-31830-403410	SILMD 224 ACCT# 0712658-4
10/28/2013	770362	NorthWestern Energy	\$356.82	8100-31830-403410	SILMD 225 ACCT# 0712659-2
10/28/2013	770362	NorthWestern Energy	\$388.17	8100-31830-403410	SILMD 226 ACCT# 0712660-0
10/28/2013	770362	NorthWestern Energy	\$785.29	8100-31830-403410	SILMD 227 ACCT# 0712661-8
10/28/2013	770362	NorthWestern Energy	\$1,063.77	8100-31830-403410	SILMD 228 ACCT# 0712662-6
10/28/2013	770362	NorthWestern Energy	\$550.24	8100-31830-403410	SILMD 229 ACCT# 0712663-4
10/28/2013	770362	NorthWestern Energy	\$1,283.87	8100-31830-403410	SILMD 230 ACCT# 0712664-2
10/28/2013	770362	NorthWestern Energy	\$770.31	8100-31830-403410	SILMD 231 ACCT# 0712665-9
10/28/2013	770362	NorthWestern Energy	\$3,311.19	8100-31830-403410	SILMD 232 ACCT# 0712666-7
10/28/2013	770362	NorthWestern Energy	\$1,057.60	8100-31830-403410	SILMD 233 ACCT# 0712667-5
10/28/2013	770362	NorthWestern Energy	\$621.82	8100-31830-403410	SILMD 234 ACCT# 0712668-3
10/28/2013	770362	NorthWestern Energy	\$664.06	8100-31830-403410	SILMD 235 ACCT# 0712669-1
10/28/2013	770362	NorthWestern Energy	\$211.21	8100-31830-403410	SILMD 236 ACCT# 0712670-9
10/28/2013	770362	NorthWestern Energy	\$533.20	8100-31830-403410	SILMD 237 ACCT# 0712671-7
10/28/2013	770362	NorthWestern Energy	\$19.78	8100-31830-403410	SILMD 238 ACCT# 0712672-5
10/28/2013	770362	NorthWestern Energy	\$125.45	8100-31830-403410	SILMD 239 ACCT# 0712673-3
10/28/2013	770362	NorthWestern Energy	\$506.91	8100-31830-403410	SILMD 240 ACCT# 0712674-1
10/28/2013	770362	NorthWestern Energy	\$822.55	8100-31830-403410	SILMD 241 ACCT# 0712675-8
10/28/2013	770362	NorthWestern Energy	\$110.03	8100-31830-403410	SILMD 242 ACCT# 0712676-6
10/28/2013	770362	NorthWestern Energy	\$146.71	8100-31830-403410	SILMD 244 ACCT# 0712677-4
10/28/2013	770362	NorthWestern Energy	\$114.27	8100-31830-403410	SILMD 245 ACCT# 0712678-2
10/28/2013	770362	NorthWestern Energy	\$440.16	8100-31830-403410	SILMD 246 ACCT# 0712679-0
10/28/2013	770362	NorthWestern Energy	\$1,536.55	8100-31830-403410	SILMD 247 ACCT# 0712680-8
10/28/2013	770362	NorthWestern Energy	\$3,256.79	8100-31830-403410	SILMD 248 ACCT# 0712681-6
10/28/2013	770362	NorthWestern Energy	\$3,631.47	8100-31830-403410	SILMD 249 ACCT# 0718734-7
10/28/2013	770362	NorthWestern Energy	\$10.36	8100-31830-403410	SILMD 250 ACCT# 1301786-8
10/28/2013	770362	NorthWestern Energy	\$256.87	8100-31830-403410	SILMD 250 ACCT# 0719001-00
10/28/2013	770362	NorthWestern Energy	\$5,213.09	8100-31830-403410	SILMD 251 ACCT# 0718801-4
10/28/2013	770362	NorthWestern Energy	\$733.63	8100-31830-403410	SILMD 252 ACCT# 0719162-0
10/28/2013	770362	NorthWestern Energy	\$2,566.59	8100-31830-403410	SILMD 253 ACCT# 0719644-7
10/28/2013	770362	NorthWestern Energy	\$191.11	8100-31830-403410	SILMD 254 ACCT# 0719763-5
10/28/2013	770362	NorthWestern Energy	\$146.64	8100-31830-403410	SILMD 255 ACCT# 0720813-5
10/28/2013	770362	NorthWestern Energy	\$1,112.41	8100-31830-403410	SILMD 257 ACCT# 0720360-7
10/28/2013	770362	NorthWestern Energy	\$3,461.95	8100-31830-403410	SILMD 258 ACCT# 0720606-3
10/28/2013	770362	NorthWestern Energy	\$9.55	8100-31830-403410	SILMD 259 ACCT# 1301786-8
10/28/2013	770362	NorthWestern Energy	\$2,366.00	8100-31830-403410	SILMD 259 ACCT# 0720810-1
10/28/2013	770362	NorthWestern Energy	\$660.28	8100-31830-403410	SILMD 261 ACCT# 0720705-3
10/28/2013	770362	NorthWestern Energy	\$4,164.40	8100-31830-403410	SILMD 262 ACCT# 0720937-2
10/28/2013	770362	NorthWestern Energy	\$872.47	8100-31830-403410	SILMD 263 ACCT# 0720716-0
10/28/2013	770362	NorthWestern Energy	\$208.49	8100-31830-403410	SILMD 264 ACCT# 0721427-3
10/28/2013	770362	NorthWestern Energy	\$464.57	8100-31830-403410	SILMD 265 ACCT# 0721556-9
10/28/2013	770362	NorthWestern Energy	\$47.45	8100-31830-403410	SILMD 266 ACCT# 0721684-9
10/28/2013	770362	NorthWestern Energy	\$98.58	8100-31830-403410	SILMD 269 ACCT# 0833098-7
10/28/2013	770362	NorthWestern Energy	\$555.68	8100-31830-403410	SILMD 270 ACCT# 0906944-4
10/28/2013	770362	NorthWestern Energy	\$1,324.89	8100-31830-403410	SILMD 271 ACCT# 0995095-7
10/28/2013	770362	NorthWestern Energy	\$3,725.96	8100-31830-403410	SILMD 272 ACCT# 0905005-5
10/28/2013	770362	NorthWestern Energy	\$267.63	8100-31830-403410	SILMD 273 ACCT# 0926386-4
10/28/2013	770362	NorthWestern Energy	\$84.47	8100-31830-403410	SILMD 274 ACCT# 0907926-0
10/28/2013	770362	NorthWestern Energy	\$610.13	8100-31830-403410	SILMD 276 ACCT# 0961926-3
10/28/2013	770362	NorthWestern Energy	\$1,094.43	8100-31830-403410	SILMD 277 ACCT# 1058710-3
10/28/2013	770362	NorthWestern Energy	\$295.71	8100-31830-403410	SILMD 278 ACCT# 1087619-1
10/28/2013	770362	NorthWestern Energy	\$81.54	8100-31830-403410	SILMD 279 ACCT# 1124127-0
10/28/2013	770362	NorthWestern Energy	\$927.45	8100-31830-403410	SILMD 280 ACCT# 1045653-1
10/28/2013	770362	NorthWestern Energy	\$84.47	8100-31830-403410	SILMD 281 ACCT# 1079722-3
10/28/2013	770362	NorthWestern Energy	\$351.58	8100-31830-403410	SILMD 283 ACCT# 1172743-5
10/28/2013	770362	NorthWestern Energy	\$449.16	8100-31830-403410	SILMD 285 ACCT# 1206985-2
10/28/2013	770362	NorthWestern Energy	\$315.48	8100-31830-403410	SILMD 286 ACCT# 1296582-8

10/28/2013	770362	NorthWestern Energy	\$121.46	8100-31830-403410	SILMD 287 ACCT# 1246537-3
10/28/2013	770362	NorthWestern Energy	\$2,367.13	8100-31830-403410	SILMD 288 ACCT# 1303978-9
10/28/2013	770362	NorthWestern Energy	\$444.51	8100-31830-403410	SILMD 289 ACCT# 1685375-6
10/28/2013	770362	NorthWestern Energy	\$131.83	8100-31830-403410	SILMD 290 ACCT# 1433921-2
10/28/2013	770362	NorthWestern Energy	\$806.99	8100-31830-403410	SILMD 292 ACCT# 1481532-8
10/28/2013	770362	NorthWestern Energy	\$313.66	8100-31830-403410	SILMD 293 ACCT# 1481534-4
10/28/2013	770362	NorthWestern Energy	\$627.31	8100-31830-403410	SILMD 294 ACCT# 1481535-1
10/28/2013	770362	NorthWestern Energy	\$146.71	8100-31830-403410	SILMD 295 ACCT# 1481536-9
10/28/2013	770362	NorthWestern Energy	\$1,686.60	8100-31830-403410	SILMD 296 ACCT# 1481537-7
10/28/2013	770362	NorthWestern Energy	\$282.29	8100-31830-403410	SILMD 297 ACCT# 1481539-3
10/28/2013	770362	NorthWestern Energy	\$250.92	8100-31830-403410	SILMD 298 ACCT# 1481540-1
10/28/2013	770362	NorthWestern Energy	\$534.13	8100-31830-403410	SILMD 300 ACCT# 1662840-6
10/28/2013	770362	NorthWestern Energy	\$1,730.12	8100-31830-403410	SILMD 301 ACCT# 1687005-7
10/28/2013	770362	NorthWestern Energy	\$258.28	8100-31830-403410	SILMD 302 ACCT# 1607534-3
10/28/2013	770362	NorthWestern Energy	\$869.83	8100-31830-403410	SILMD 305 ACCT# 1695873-8
10/28/2013	770362	NorthWestern Energy	\$214.08	8100-31830-403410	SILMD 306 ACCT# 1740353-6
10/28/2013	770362	NorthWestern Energy	\$2,314.77	8100-31830-403410	SILMD 307 ACCT# 2049005-8
10/28/2013	770362	NorthWestern Energy	\$256.21	8100-31830-403410	SILMD 308 ACCT# 2072459-7
10/28/2013	770362	NorthWestern Energy	\$359.72	8100-31830-403410	SILMD 309 ACCT# 2001311-6
10/28/2013	770362	NorthWestern Energy	\$310.82	8100-31830-403410	SILMD 310 ACCT# 2060519-2
10/28/2013	770362	NorthWestern Energy	\$70.61	8100-31830-403410	SILMD 320 ACCT# 0712569-3
10/28/2013	770363	NorthWestern Energy	\$106,543.79	5120-84000-403410	725 Hwy 87 East
10/28/2013	770363	NorthWestern Energy	\$241.09	5120-85000-403410	822 Shiloh Crossing
10/28/2013	770363	NorthWestern Energy	\$42.82	0100-51270-403410	07123870
10/28/2013	770363	NorthWestern Energy	\$86.90	0100-51220-403410	07125362
10/28/2013	770363	NorthWestern Energy	\$20.27	0100-51220-403410	07208184
10/28/2013	770363	NorthWestern Energy	\$363.46	0100-51260-403410	07208218
10/28/2013	770363	NorthWestern Energy	\$10,772.56	5020-74000-403410	07222649
10/28/2013	770363	NorthWestern Energy	\$1,365.23	0100-51120-403410	07222870
10/28/2013	770363	NorthWestern Energy	\$6,942.33	5020-74000-403410	07230402
10/28/2013	770363	NorthWestern Energy	\$715.29	0100-51120-403410	07230451
10/28/2013	770363	NorthWestern Energy	\$7.40	5020-74000-403410	07230592
10/28/2013	770363	NorthWestern Energy	\$556.18	1500-22210-403410	08715468
10/28/2013	770363	NorthWestern Energy	\$723.36	5020-74000-403410	11164522
10/28/2013	770363	NorthWestern Energy	\$49.10	5610-71170-403410	11389269
10/28/2013	770363	NorthWestern Energy	\$178.64	5020-74000-403410	11422532
10/28/2013	770363	NorthWestern Energy	\$996.96	6500-15660-403410	11608023
10/28/2013	770363	NorthWestern Energy	\$1,493.14	6500-15660-403410	11608049
10/28/2013	770363	NorthWestern Energy	\$464.38	0100-51120-403410	11914041
10/28/2013	770363	NorthWestern Energy	\$3,734.65	6500-15660-403410	12693917
10/28/2013	770363	NorthWestern Energy	\$0.20	2110-31320-403410	17403577
10/28/2013	770363	NorthWestern Energy	\$0.60	2110-31320-403410	17488966
10/28/2013	770363	NorthWestern Energy	\$39.23	0100-51120-403410	18366666
10/28/2013	770363	NorthWestern Energy	\$6.36	8720-51980-403410	20558177
10/28/2013	770363	NorthWestern Energy	\$5.25	2660-67730-409200	NSP-CONWAY-ELECTRIC-SEPT
10/28/2013	770363	NorthWestern Energy	\$8.88	5610-71170-403410	1264299-7. October 2013 Old Hertz
10/28/2013	770363	NorthWestern Energy	\$59.35	5610-71170-403410	1341288-7. October 2013 Old National/Alamo
10/28/2013	770363	NorthWestern Energy	\$7.84	5610-71170-403410	1341289-5. October 2013 Old Thrifty/Dollar
10/28/2013	770363	NorthWestern Energy	\$136.07	5610-71170-403410	1341291-1. October 2013 Old Enterprise (Big Sky Ground Support)
10/28/2013	770363	NorthWestern Energy	\$379.15	5610-71170-403410	1341295-2. October 2013 Big Sky Ground Support
10/28/2013	770363	NorthWestern Energy	\$2,387.39	5610-71130-403410	0100483-4. October 2013 Runway Lights
10/28/2013	770363	NorthWestern Energy	\$1,632.57	5610-71130-403410	0100484-5. October 2013 ARFF Facility
10/28/2013	770363	NorthWestern Energy	\$703.52	5610-71170-403410	1669567-8. October 2013 TSA Building
10/28/2013	770363	NorthWestern Energy	\$25.54	5610-71130-403410	1647695-4. October 2013 De-Icer
10/28/2013	770363	NorthWestern Energy	\$1,673.62	5610-71190-403410	1993430-6. October 2013 Car Wash
10/28/2013	770363	NorthWestern Energy	\$395.09	5610-71190-403410	2001846-1. October 2013 Mud Wash
10/28/2013	770363	NorthWestern Energy	\$242.78	5610-71190-403410	2001848-7. October 2013 Detail Bay 1 Hertz
10/28/2013	770363	NorthWestern Energy	\$300.22	5610-71190-403410	2001855-2. October 2013 Detail Bay 2 National/Alamo
10/28/2013	770363	NorthWestern Energy	\$140.94	5610-71190-403410	2001862-8. October 2013 Detail Bay 3 Enterprise
10/28/2013	770363	NorthWestern Energy	\$212.81	5610-71190-403410	2001865-1. October 2013 Detail Bay 4 Avis/Budget
10/28/2013	770363	NorthWestern Energy	\$150.25	5610-71190-403410	2001867-7. October 2013 Detail Bay 5 Thrifty/Dollar
10/28/2013	770364	OAC Services Inc	\$12,444.75	2030-15130-409224	Empire Parking Garage Project Management Services
10/28/2013	770366	One Eighty Communications	\$40.60	5610-71100-403450	Airport 2948370 Airport Alarm

10/28/2013	770366	One Eighty Communications	\$3,849.51	6060-19310-403450	Main Bill Acct 00001906
10/28/2013	770366	One Eighty Communications	\$235.54	6060-19310-403450	Main Bill T-1 Account 00018768
10/28/2013	770366	One Eighty Communications	\$40.10	1500-21110-403450	CPC line 247-8592 Account 00018768
10/28/2013	770366	One Eighty Communications	\$46.00	0100-51120-403450	Dehler Park line 867-7275
10/28/2013	770366	One Eighty Communications	\$326.56	6600-31100-403450	Depot 60% 6700 31410 403450
					Depot 40% 6600 31100 403450
10/28/2013	770366	One Eighty Communications	\$489.86	6700-31410-403450	Depot 60% 6700 31410 403450
					Depot 40% 6600 31100 403450
10/28/2013	770366	One Eighty Communications	\$980.00	2600-55180-403590	Library Internet Connection Account 00001906
10/28/2013	770366	One Eighty Communications	\$79.95	6200-19110-403452	IT Internet Connection
10/28/2013	770366	One Eighty Communications	\$2.50	1500-22250-403450	Comm Center Long Distance Charges
10/28/2013	770366	One Eighty Communications	\$40.10	2990-65010-403450	Community Development Services FAX 406-294-7595 Account 00018768
10/28/2013	770366	One Eighty Communications	\$40.10	2090-44510-403450	Building FAX 406-657-8252 Account 0018768
10/28/2013	770366	One Eighty Communications	\$40.10	2400-43010-403450	Planning FAX 406-657-8327 Account 00018768
10/28/2013	770367	Opex Corp	\$1,509.00	5020-73110-403630	Annual Maintenance for mail opener
10/28/2013	770367	Opex Corp	\$1,006.00	5120-83110-403630	Annual Maintenance for mail opener
10/28/2013	770382	Routematch Software, Inc.	\$22,266.35	5710-71470-403630	Annual Technical Support 12/13 through 11/14
10/28/2013	770396	Star Service Inc	\$11,236.50	5030-74910-409390	WO 12-44 WTP High Service Pump Station H2-3
10/28/2013	770398	Sunset Excavation	\$15,642.00	5050-75150-403671	Water Service Repair List 05.31.13
10/28/2013	770398	Sunset Excavation	\$1,200.00	5050-75150-403671	821 24th St West
10/28/2013	770399	Sympro Inc	\$3,675.00	0100-15120-403553	07723 - annual maintenance 12/13-12/14
10/28/2013	770402	Tetra Tech, Inc.	\$3,709.50	2030-15130-409224	Empire garage construction materials testing services
10/28/2013	770409	Town & Country Supply Association	\$1,014.73	1500-22260-402310	112392: FIRE 1 - UNLEADED FUEL DELIVERED 10/22/2013
10/28/2013	770409	Town & Country Supply Association	\$653.73	1500-22260-402310	112392 FIRE1: DIESEL FUEL DELIVERED 10/22/2013
10/28/2013	770409	Town & Country Supply Association	\$404.69	1500-22260-402310	112392 FIRE3: DIESEL DELIVERED 10/22/2013
10/28/2013	770409	Town & Country Supply Association	\$725.33	1500-22260-402310	112392 FIRE5: DIESEL DELIVERED 10/22/2013
10/28/2013	770409	Town & Country Supply Association	\$548.50	1500-22260-402310	112392 FIRE5: UNLEADED DELIVERED 10/22/2013
10/28/2013	770409	Town & Country Supply Association	\$843.62	1500-22260-402310	112392 FIRE6: DIESEL DELIVERED 10/22/2013
10/28/2013	770409	Town & Country Supply Association	\$2,660.51	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 294018
10/28/2013	770409	Town & Country Supply Association	\$447.09	5120-84000-402310	Unleaded gasoline
10/28/2013	770409	Town & Country Supply Association	\$12,795.60	6010-00000-141000	112231 PO NUM 293974
10/28/2013	770409	Town & Country Supply Association	\$19,218.97	5020-00000-141000	WATER PARTS AND SUPPLIES PO NUM 293944
10/28/2013	770409	Town & Country Supply Association	\$22,586.56	6010-00000-141000	110020 PO NUM 293990
10/28/2013	770409	Town & Country Supply Association	\$30,898.01	6010-00000-141000	111885 PO NUM 293990
10/28/2013	770410	Tractor & Equipment Co.	\$2,177.12	5410-31230-402320	filters for units 245 246 at landfill
10/28/2013	770410	Tractor & Equipment Co.	\$1,537.10	5410-31230-402320	BLW00142543
10/28/2013	770410	Tractor & Equipment Co.	\$427.61	5410-31230-402320	BLW00142628
10/28/2013	770415	Unemployment Ins Contributions Bureau	\$40,719.44	9000-00000-209996	Unemployment Insurance for 10/31/2013
10/28/2013	770419	Western Municipal Construction Inc	\$38,603.80	4210-85930-409340	WO 12-05 Five Mile Lift Station; CO# 1 07/09/13
10/28/2013	770419	Western Municipal Construction Inc	\$14,036.48	4210-85930-409340	WO 12-05 Five Mile Lift Station; CO#2 07/31/13
10/28/2013	770423	Xerox Corporation	\$11,740.00	6050-15160-409470	720032333 - copier for 4th floor - planning & community services
10/28/2013	770424	Yellowstone Acoustics Inc.	\$4,200.00	5620-71200-402450	Invoice #17977. New lower conference room ceiling
10/28/2013	770424	Yellowstone Acoustics Inc.	\$345.00	5610-71120-402450	Invoice #17978. Cape Air new space ceiling tiles
10/28/2013	770429	Yellowstone County Sheriffs	\$6,652.50	2550-21430-407910	PE/PI.
10/28/2013	770429	Yellowstone County Sheriffs	\$4,992.49	2550-21430-401220	Overtime.
10/28/2013	770429	Yellowstone County Sheriffs	\$275.00	1500-21400-403822	3rd Quarter 2013 Range Fees - Training
10/28/2013	770429	Yellowstone County Sheriffs	\$75.00	1500-21150-403822	3rd Quarter 2013 Range Fees - SWAT

10/28/2013	770429	Yellowstone County Sheriffs	\$325.00	1500-21400-402270	3rd Quarter 2013 Range Fees - Firearms
10/28/2013	770431	Yellowstone Valley Animal Shelter	\$12,098.66	1500-21700-403990	2011-2011 urban adjustment-city contract
10/28/2013	770431	Yellowstone Valley Animal Shelter	\$20,666.67	1500-21700-403990	contract 9-22-13 through 10-21-13

Regular City Council Meeting

Meeting Date: 11/18/2013

TITLE: Substantial Amendment to FY12-13 and FY13-14 Annual Action Plans / Consolidated Plan

PRESENTED BY: Candi Millar, Planning & Community Services Department Director

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

Recent changes in the City's Manufactured Home Repair Loan program include revisions from grant to loan financing. These changes have significantly slowed the expenditure rate for the program, jeopardizing the City's ability to meet expenditure goals established by the U.S. Department of Housing and Urban Development (HUD). Allocations to the program were \$133,819 in FY2012-2013 and \$130,963 in FY2013-2014. As of September 30, approximately 80% of the allocation is still available for commitment to low income households needing repairs to their manufactured homes.

In order to increase the City's ability to meet expenditure goals set by HUD for Community Development Block Grant (CDBG) funding by May 1, 2014, staff recommends transferring a total of \$175,000 in funding allocated to the Manufactured Home Repair Loan program to the First Time Homebuyer program. This funding transfer would still leave approximately \$40,000 in the Manufactured Home Repair Loan program. A substantial amendment to Annual Action Plans / Consolidated Plan requires both a public hearing and action to accept and utilize CDBG funding as proposed.

Staff also proposes convening a program design subcommittee through the Community Development Board to revisit current loan limitations in order to make the program more accessible to homeowners while protecting the City's financial investment. Changes to the program would be identified and implemented through the City's FY2014-2015 allocation process for HUD funding.

ALTERNATIVES ANALYZED

1) Amend the FY2012-2013 and FY2013-2014 Annual Action Plans to move \$175,000 in CDBG funds from the Manufactured Home Repair program to the First Time Homebuyer program; 2) Do not amend Annual Action Plans to transfer the funding and possibly fail to attain HUD program spending goals.

FINANCIAL IMPACT

Staff recommends this transfer in order to meet HUD's upcoming timeliness check on CDBG expenditures. The City must have no more than 1.5 times last year's CDBG allocation in HUD's drawdown system as of May 1, 2014.

RECOMMENDATION

Staff recommends that the City Council hold a public hearing to gather public input on the proposed use of CDBG funding and substantially amend the FY2012-2013 and FY2013-2014 Annual Action Plans to transfer \$175,000 in funding previously allocated to the Manufactured Home Repair Loan program to the First Time Homebuyer program.

APPROVED BY CITY ADMINISTRATOR

Attachments

Drafted Substantial Amendment

Public Notice

FY2012-2013 &
FY2013-2014
Years Three & Four

*of the FY2010-2014
Consolidated Plan*

City of Billings
Substantial Amendment to
Annual Action Plans



November 18, 2013

Community Development Division
PO Box 1178
Billings, Montana 59103

DUNS #194782780

www.ci.billings.mt.us

406.657.8281

Table of Contents

Introduction	3
Criteria for Amending the Consolidated Plan / Annual Action Plans	4
Timeliness.....	4
Citizen Participation	5
Consolidated Planning	6
Purpose of the Consolidated Plan	7
City Objectives & Outcomes.....	8
Community Development Division Vision / Mission	9
Current Programs	9
Community Development Contact Information.....	9

DRAFT

Introduction

The City of Billings is required by the US Department of Housing and Urban Development (HUD) to prepare a Consolidated Plan to address the use of federal funding through the Community Development Block Grant (CDBG) and HOME Investment Partnerships programs (HOME). Focused on CDBG and HOME activities, the Consolidated Plan combines the planning and application requirements for the CDBG and HOME Programs. Consolidation of the submission requirements for the CDBG and HOME Programs allows program planning and citizen participation to take place in a comprehensive context covering both programs.

This Substantial Amendment to the City of Billings' Annual Action Plans for FY2012-2013 and FY2013-2014 documents how the City plans to transfer \$175,000 in CDBG funds from the Manufactured Home Loan Repair program to the First Time Homebuyer program to meet expenditure goals. Recent changes in the City's Manufactured Home Repair Loan program include revisions from grant to loan financing. These changes have significantly slowed the expenditure rate for the program.

Allocations to the program were \$133,819 in FY2012-2013 and \$130,963 in FY2013-2014. As of September 30, 2013 approximately 80% of the allocation is still available for commitment to low income households needing repairs to their manufactured homes.

In order to increase the City's ability to meet expenditure goals set by HUD for CDBG funding by May 1, 2014, staff recommends transferring a total of \$175,000 in funding allocated to the Manufactured Home Repair Loan program to the First Time Homebuyer program. This funding transfer would still leave approximately \$40,000 in the Manufactured Home Repair Loan program to assist homeowners meeting current guidelines until June 30, 2014. A substantial amendment to the FY2013-2014 Annual Action Plan / Consolidated Plan requires both a public hearing and action to accept and utilize CDBG funding as proposed.

Staff also proposes convening a program design subcommittee through the Community Development Board to revisit current loan limitations in order to make the program more accessible to homeowners while protecting the City's financial investment. Changes to the program would be identified and implemented through the City's FY2014-2015 CDBG and HOME allocation process.

Staff recommends this transfer in order to expedite funding expenditures in order to meet HUD's upcoming timeliness check on CDBG expenditures. The City must have no more than 1.5 times last year's CDBG allocation in HUD's drawdown system as of May 1, 2014. Transferring the funds would assist City staff in meeting this timeliness expenditure without being required to submit a plan for expenditures to HUD for approval.

The geographic area covered in the Action Plan and amendment is the City of Billings municipal boundaries. The City intends to utilize grant funding in a manner that complies with regulations established by HUD, including the commitment and expenditure of funds in a timely manner.

Criteria for Amending the Consolidated Plan / Annual Action Plans

24 CFR part 91.105(c) of the Final Rule requires grantees of CDBG and HOME programs make public the criteria the City will use for determining what changes in planned or actual activities constitute a substantial amendment to the Five-Year Consolidated Plan / Annual Action Plans. An amendment to the approved plan will occur when the City of Billings decides:

- Not to carry out a project or activity described in the plan.
- To carry out a project not previously described.
- Substantially change the purpose or scope of a project.

Prior to the submission of any substantial change in the proposed use of federal housing and community development funds, the City of Billings will hold a public hearing to allow citizens reasonable notice of, and opportunity to comment on, proposed amendments. Public comment periods will not be less than thirty (30) days.

Substantial changes are defined as the creation of any new budget line item to be funded under the City's HOME and CDBG programs, or a budget amendment resulting in an increase or decrease in a previously approved line item of more than \$25,000.

Timeliness

The City is required to both commit and expend CDBG and HOME funding in a timely manner. The CDBG program mandates that the City carry less than 1.5 times the previous year's award in the HUD payment system at the beginning of May each year. HOME funding allocated to the City must be committed to specific projects via contract (which must be approved through City Council) within 24 months of allocation and funds must be expended within five years of initial allocation. Failure to comply with commitment and expenditure deadlines will result in funding being recaptured by HUD.

The City must draw down funds at acceptable rates to prevent funding recapture. Therefore, the City will adhere to the following procedures regarding timeliness:

- Allocating funding to grantees that can expend funding expeditiously.
- Prioritizing applications for funding based on timeline for expenditure.
- Reallocating funding from projects that have not expended funds to new projects.
- Draw funding from HUD systems at least quarterly to ensure compliance.
- Perform a timeliness review at the end of each calendar year and plan to move funding to progressive accounts / projects if timeliness will become an issue.
- Work with Community Housing Development Organizations (CHDO) to pre-allocate future mandatory CHDO reserve funding.
- Communicating the importance of timeliness to applicants, the Community Development Board and the City Council.

Citizen Participation

The Citizen Participation Plan for the City of Billings is designed to assure citizen involvement in the planning and reporting on the City's programs covered under HUD's Consolidated Plan requirements. The purpose of the Citizen Participation Plan is to assure that citizens, nonprofit organizations, and other interested parties are afforded adequate opportunity to review and comment on plans, programs, activities and reports regarding the City's federally funded housing and community development programs.

The primary objectives of the Community Development Division's Consolidated and Citizen Participation Plans are to:

- Encourage citizen participation in the development of the Consolidated Plan, Consolidated Plan Amendments and the Comprehensive Annual Performance and Evaluation Report (CAPER) with emphasis on participation from individuals and households identified as low to moderate income, residents of blighted areas, minorities, those with limited English proficiency, the disabled, and those residing in areas where funding will be utilized.
- Provide citizens with reasonable and timely access to meetings, information and records relating to the City's plan for utilizing funding in addition to allowing reasonable opportunity to comment on the Consolidated Plan, Amendments, the Citizen Participation Plan and the CAPER.
- Finalize consultation with the Billings Housing Authority on the development and implementation of the Consolidated Plan and amendments to the Annual Action Plan, which includes input from residents of public and assisted housing.
- Provide technical assistance to neighborhood task forces which represent the low to moderate income and the highest concentrations of the minority populations in Billings.
- Provide public hearings to obtain citizen views and to respond to proposals and questions at all stages of the Community Development program. All hearings shall be provided in areas where accommodations for the disabled can be provided.

The City will hold a public hearing on November 18, 2013, during the City Council meeting at 6:30pm, in order to hear public comments and to approve the City's proposed use of CDBG funding. Public notices announcing the proposed use of CDBG funding have been published on October 17, 24 and 31, 2013. The public comment period will be held from October 18 through November 18, 2013.

Public comments received during the public hearing held on November 18, 2013 include...

No other comments were submitted to the Community Development Division. The drafted Substantial Amendment was published on the City of Billings - Community Development website located here: www.ci.billings.mt.us/CDreports.

Consolidated Planning

Five-year Consolidated Plans and one-year action plans are required by the United States Department of Housing and Urban Development (HUD) for the City of Billings to participate in and receive funding through the Community Development Block Grant (CDBG) and HOME Investment Partnership programs (HOME).

The City of Billings, acting primarily through the Community Development Division, will continue to act as the lead agency for administration of the City's CDBG and HOME program activities targeted to meet the goals of the Consolidated Plan. The City works closely with the Housing Authority of Billings, nonprofit organizations, private developers, lending institutions, and neighborhood groups to garner feedback on proposed strategies and also to meet the goals established in Consolidated and Annual Action Plans.

Consolidated planning activities are also required for homeless programs funded under the McKinney-Vento Homeless Assistance Act and the Housing Opportunities for Persons with AIDS (HOPWA) Program. The City does not receive McKinney funds or HOPWA funds directly. Separate Consolidated Plans are prepared by the City of Great Falls, the City of Missoula, and the State of Montana for non-entitlement areas of the state. The structure and content of this plan are based on specific HUD requirement for the preparation of the Consolidated Plan. Many terms used in this document are specific to the Consolidated Plan process and HUD programs. The reader may consult with the City of Billings - Community Development Division for additional information.

Focused on CDBG and HOME activities, the Consolidated and Annual Action Plan combines the planning and application requirements for the CDBG and HOME programs. Consolidation of the submission requirements for the CDBG and HOME programs allows program planning and citizen participation to take place in a comprehensive context covering both programs. The CDBG and HOME programs covered by the Consolidated Plan have three basic goals:

1. **To provide decent housing**, including: maintaining the affordable housing stock in the community; increasing the availability of permanent housing that is affordable to lower-income households without discrimination; increasing support of housing which enables persons with special needs to live independently; and assisting homeless persons obtain affordable housing.
2. **To provide a suitable living environment**, which includes: improving the safety and livability of neighborhoods; increasing access to quality facilities and services; reducing the isolation of low-income households within areas by de-concentrating housing opportunities and revitalizing deteriorating neighborhoods; restoring and preserving natural and physical features of special value for historic, architectural, or aesthetic reasons; and conserving energy resources.
3. **To expand economic opportunities**, including: creating jobs accessible to lower-income individuals; providing access to credit for community development activities which promote long-term economic and social viability; and empowering lower-income persons living in federally assisted and public housing to achieve self-sufficiency.

All activities undertaken by the City utilizing CDBG and HOME funding must primarily benefit low-income persons. The strategies described in the Consolidated Plan outline a specific course of action for the community's housing and community development activities. The plan builds on local assets to meet the needs of the community and sets forth goals, objectives, and performance measures to ensure progress in achieving the strategies described in the plan.

Purpose of the Consolidated Plan

The purpose of the Consolidated Plan is to identify the housing and community development needs of low-income households in Billings and develop strategies for addressing those needs in a comprehensive, coordinated fashion utilizing available federal and nonfederal resources.

Consolidated plans are developed every five years and must be submitted to HUD not less than 45 days prior to the start of the grantee's program year start date (July 1 for the City). The City's five-year [Consolidated Plan for FY2010-2014](#) identifies activities to be carried out from July 1, 2010 through June 30, 2015 to address priority needs in the community and serves as a guiding document for the use of the City's CDBG Program and HOME funding.

This document constitutes an amendment to the City's one-year Annual Action Plans for FY2012-2013 and FY2013-2014 which identifies goals and strategies to be undertaken from July 1, 2012 through June 30, 2014. While both documents contain similar information, a more detailed presentation of needs and overarching strategies is described in the five-year plan. The Annual Action Plans describe identified resources to be utilized during the program years, which are not identified in the five-year plan. The City must also report on the performance of activities funded via the Comprehensive Annual Performance Evaluation Report (CAPER) in September of each year.

The FY2010-2014 Consolidated Plan and Annual Action Plans for FY2012-2013 and FY2013-2014 followed development processes which integrated priorities identified in the 2010 Billings Housing Needs Assessment and the 2013 Analysis of Impediments to Fair Housing Choice. The development process also included input from neighborhood groups and public hearings on housing and community development needs, relative to findings from both data studies.

The FY2012-2013 was open for public comment extending from March 23, 2012 through April 23, 2012. A public hearing was held on April 23, 2012 during the Billings City Council meeting to accept public comments on the Annual Action Plan, and Community Development Board recommendations for funding allocation. The plan was adopted by the Billings City Council on April 23, 2012.

FY2013-2014 Annual Action Plan was open for public comment extending from March 22, 2013 through April 22, 2013. A public hearing was held on April 22, 2013 during the Billings City Council meeting to accept public comments on the Annual Action Plan, and Community Development Board recommendations for funding allocation. The plan was adopted by the Billings City Council on April 22, 2013.

City Objectives & Outcomes

The City's objectives and outcomes are briefly identified below. Strategies, objectives and activities were determined utilizing a combination of data from housing needs and fair housing studies, in addition to seeking extensive public comment and input on the overall development of this plan. This year's focus is greatly reduced due to declining federal resources. Therefore, the City has prioritized affordable housing preservation and new affordable housing opportunities.

Strategy	Objective	Activity	Measurement Type	FY13-14 Goals
A: Promote the preservation of the existing supply of safe, affordable housing in the community.	Provide direct, affordable financing and assistance to low-income homeowners for the completion of needed repairs, citywide.	Housing Rehabilitation Loan Program	Housing Units	10
		Manufactured Home Repair Loan Program	Housing Units	5
		Foreclosure Acquisition / Rehabilitation Loan Program	Housing Units	1
B: Promote new affordable housing opportunities.	Encourage the development of new affordable single-family, multi-family and special needs housing in the community through private developers and non-profit organizations.	Affordable Housing Development Program	Housing Units	15 Units Total 4 CHDO Units
		Complete Kings Green single-family development	Housing Units	4
	Provide affordable financing and support to promote homeownership opportunities citywide.	First Time Homebuyer Program	Households	30 10 additional homes with amendment
		Homebuyer Education	Households	100
C: Active partnerships with non-profits, neighborhood groups and others to address housing and community development specific to lower income and special needs households.	Support partnerships and regular meetings to facilitate community participation and collaboration.	Affordable Housing Task Force	Quarterly Meetings	4
		Billings Partners American Indian Homeownership	Quarterly Meetings	4
		Fair Housing	Completed Annual Action Plan addressing issues	1
	Encourage activities that promote fair housing and increase awareness of the rights of protected classes.	Continue to support organizations with an interest in fair housing to apply for fair housing funding, dependent on staff availability	Grant application submitted	0 or 1
	Encourage collaboration to better address needs and to respond to opportunities for special needs populations.	Mayor's Committee on Homelessness	Bi-Monthly Meetings	6
		Assist in the implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness.	Completed FY2013-2014 Staff Action Plan	1
			Completed FY2012-2013 Performance Report	1
	Facilitate AmeriCorps VISTA application and pursue project status	Annual submission of VISTA grant application / VISTA member placements	1	
D: Promote the preservation and revitalization of the community's older neighborhoods.	Preserve housing stock in older, lower-income neighborhoods.	See objectives / activities / goals outlined in Strategy A		-
	Infill development of vacant lots and redevelopment of substandard properties.	Affordable Housing Development Program	See goals for Strategy B	-
		Redevelopment 27th Street Corridor	Redevelopment Projects	1

Community Development Division Vision / Mission

Vision: The Community Development Division acts as a catalyst for joining community partners with resources to increase access to housing, to create a sustainable community, and to promote neighborhood revitalization.

Mission: The Community Development Division strives to exceed the expectations of our stakeholders by supporting our housing and community partners with quality leadership, accountability, and innovative programs and services.

Current Programs

The City of Billings currently manages the following programs: first time homebuyer, housing rehabilitation, new affordable housing development, rehabilitation / conversion for multi-family units, property management, and foreclosure acquisition / rehabilitation. The Community Development Division's website is located here: www.ci.billings.mt.us/comdev.

The following community organizations are supported by the Community Development Division:

- **Affordable Housing Task Force** – advisory board made up of housing developers, realtors, lenders and other housing professionals, meet monthly
- **Adjacent Neighborhood Committee** – neighborhood task force officers meet every two months to discuss neighborhood issues
- **Billings Partners for American Indian Homeownership**
- **Mayor's Committee on Homelessness**

The City's latest Analysis of Impediments to Fair Housing Choice, Housing Needs Assessment, Consolidated and Annual Action Plans can be viewed online at www.ci.billings.mt.us/CDreports.

Community Development Contact Information

The Community Development Division is located on the 6th floor of the Miller Building, 2825 3rd Avenue North, Billings, Montana. Additional information can be obtained by visiting the office or by contacting:

Brenda Beckett
Community Development Manager
(406) 657-8286
beckettb@ci.billings.mt.us

NOTICE OF PUBLIC HEARING
City of Billings
Substantial Amendment to FY2012-2013 & FY2013-2014 Consolidated Plan - Annual Action Plan for
Community Development Block Grant (CDBG) and HOME Programs

The City of Billings will hold a Public Hearing on a substantial amendment to the FY2012-2013 & FY2013-2014 Consolidated Plan – Annual Action Plans for CDBG and HOME funding on November 18, 2013 during the City Council meeting at 6:30pm in City Council Chambers located at City Hall, 210 North 27th Street, Billings, Montana.

The City of Billings is proposing to reallocate \$175,000 in CDBG funding from the Manufactured Home Repair Loan program to the First Time Homebuyer program. The purpose of the public hearing, in compliance with applicable U.S. Department of Housing and Urban Development requirements is to obtain comments on the substantial amendment for the change in program allocation for CDBG funding.

The City of Billings' drafted substantial amendment will be available for review on October 18, 2013 at the Community Development office on the fourth floor of the Parmly Billings Library Building, 510 North Broadway and will also be posted on the City's website at www.ci.billings.mt.us/conplan. Public comments on the substantial amendment will be accepted from October 18 to November 18, 2013. Additional information regarding the amendment can be obtained by contacting Brenda Beckett in the Community Development office at 406-657-8286 or via email at beckettb@ci.billings.mt.us.

The public hearing is accessible to individuals with physical disabilities. Special arrangements for participation in the public hearings by individuals with hearing, speech, or vision impairment may be made upon request at least three days prior to the hearing.

Dated this 24th day of October, 2013.

CARI MARTIN
CITY CLERK
CITY OF BILLINGS
P.O. BOX 1178
BILLINGS, MT 59103

Publish October 24, 31 and November 7, 2013

Requires original affidavit of publication to Community Development

Regular City Council Meeting

Meeting Date: 11/18/2013

TITLE: Vacate a portion of Rimrock Road Right of Way in Whisper Ridge Subdivision

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

LAIS Development, Inc. and Buscher Development are proposing to vacate a 5-foot strip of right-of-way on Rimrock Road. With the subdivision plat for Whisper Ridge, the 5 feet was dedicated for Rimrock Road. This 5 feet of right-of-way is not needed for the construction of Rimrock Road in the future because there is a 110 feet of right-of-way, which will be sufficient for an arterial section. Whisper Ridge is located on the north side of Rimrock Road, west of Clearview Drive.

ALTERNATIVES ANALYZED

The Council may:

- After a public hearing, vacate the above mentioned right-of-way; or
- Do not vacate the above mentioned right-of-way.

FINANCIAL IMPACT

Since the right-of-way proposed to be vacated will revert to the original developer and no streets are constructed, there is no cost for the vacation.

RECOMMENDATION

Staff recommends that the City Council approve the vacation of a portion of right-of-way on Rimrock Road.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution to Vacate

RESOLUTION NO. 13-_____

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA, DISCONTINUING AND VACATING **portion of Right of Way on Rimrock Road adjacent to Whisper Ridge Subdivision.**

WHEREAS, a proper petition was filed with the City Council of the City of Billings, Montana, as per Section 22-601 BMCC, requesting discontinuance and vacation of **portion of Right of Way on Rimrock Road adjacent to Whisper Ridge Subdivision** as described hereinafter; and

WHEREAS, a public hearing was properly noticed and held as required by law.

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

1. **DISCONTINUANCE AND VACATION.** Pursuant to Sections 7-14-4114 and 7-14-4115, M.C.A., **portion of Right of Way on Rimrock Road adjacent to Whisper Ridge Subdivision** more particularly described as follows:

Right-of-way vacations within Whisper Ridge Subdivision, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3638252; said vacations being more particularly described as follows, to-wit:

The north 5 feet of Right-of-Way of Rimrock Road adjacent to Whisper Ridge Subdivision;

Said described vacation having an area of 6,510 square feet and being more particularly described on the Right-of-Way Exhibit, attached.

Is hereby discontinued, abandoned and vacated and shall revert to adjacent property owners of Whisper Ridge Subdivision.

2. PUBLIC INTEREST. The discontinuance, vacation and abandonment of the above described **portion of Right of Way on Rimrock Road adjacent to Whisper Ridge Subdivision** is in the best interest of the public and can be done without any public detriment.

PASSED by the City Council and APPROVED this 18th day of November 2013.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel MAYOR

ATTEST:

BY: _____
Cari Martin CITY CLERK



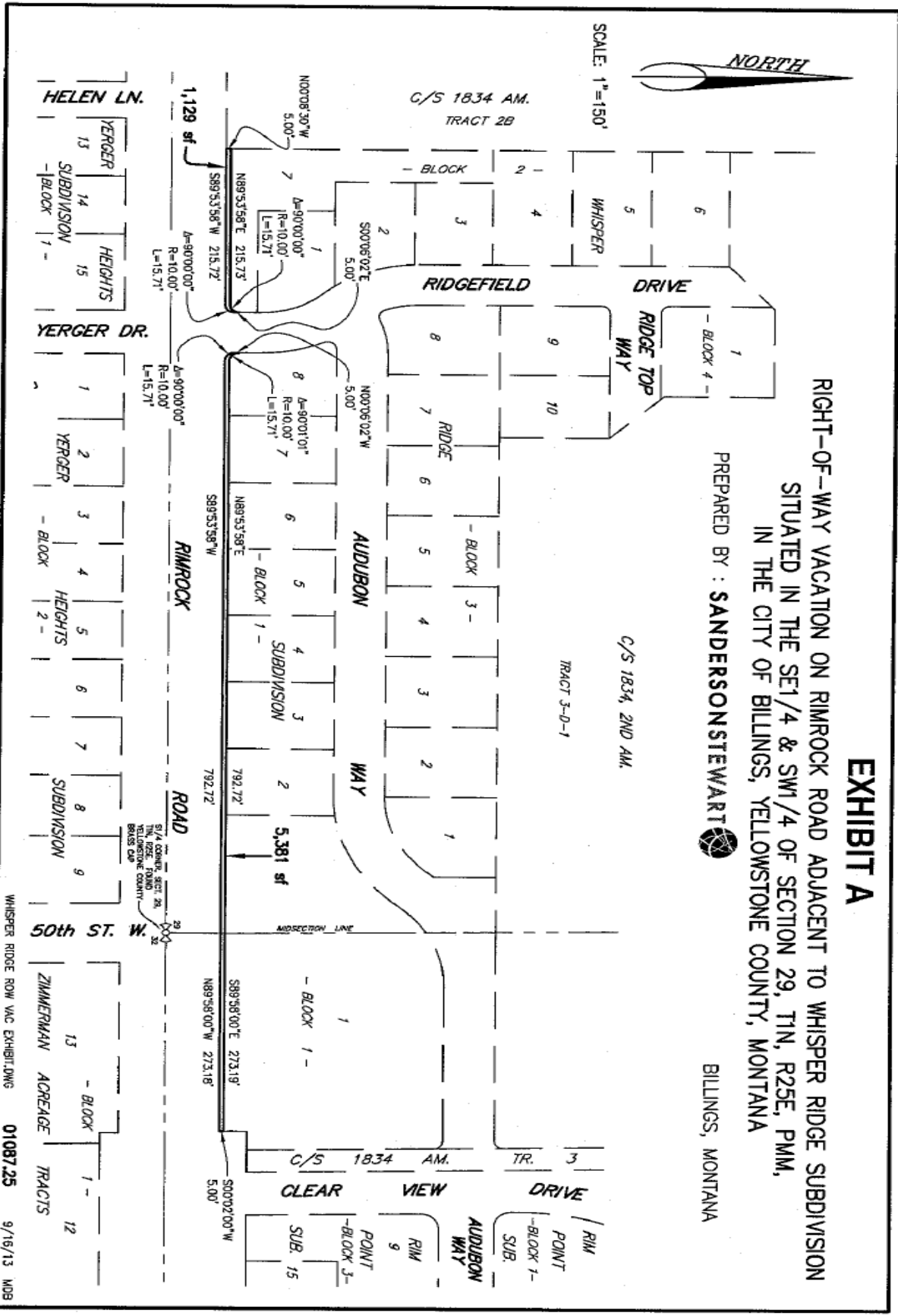
SCALE: 1"=150'

EXHIBIT A

RIGHT-OF-WAY VACATION ON RIMROCK ROAD ADJACENT TO WHISPER RIDGE SUBDIVISION
SITUATED IN THE SE1/4 & SW1/4 OF SECTION 29, T1N, R25E, P1M,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



Regular City Council Meeting

Meeting Date: 11/18/2013

TITLE: Approval of 2013-15 Contract with Teamsters Local 190

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 Brotherhood of Teamsters Local 190. Negotiations were substantially completed Oct. 1, 2013. Local 190 approved the contract on Nov. 6, 2013. If approved by the Council, the contract will apply retroactively from July 1, 2013, through June 30, 2015.

Changes to the contract include:

- A 2.9% cost of living adjustment (COLA) for each of the two years of the contact;
- Addition of \$50 per employee into a deferred compensation plan, bringing the contribution per employee to \$1,000.22 annually;
- Inclusion of a requirement that an employee who loses his or her commercial drivers' license report it immediately to his or her supervisor;
- Elimination of an Administrative Review Process for non-grievable contract disputes in which the results had been binding;
- Creation of an optional Step 4 grievance process that would allow non-binding mediation on a grievable contract item prior to arbitration;
- Addition of a paid personal leave day, bringing the total to two personal days for Teamsters (Non-represented employees have 3 days and Police has one);
- A \$15 increase in the City contribution for safety shoes for Teamster employees who are required to wear them from \$115 to \$130 annually;
- Elimination of a memorandum of understanding that paid two Fleet Services employees a 4% premium for working on Fire Department equipment;
- For Airport Operations employees, the initiation of a least an 8-hour rest between shifts and a reduction in the number of days in which Airport Operations employees are required to be on standby for snow removal operations at an additional five cents per hour (went from Oct. 1 through March 31 to Nov. 1 through Feb. 28, with other hours scheduled as needed based on weather projections).

A copy of the contract is attached.

ALTERNATIVES ANALYZED

The City Council may:

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

FINANCIAL IMPACT

The 2.9% COLA would cost \$580,000 for FY 14 and \$596,820 for FY 15. The increase in the deferred compensation plan would be \$19,500 for each year. The increase in the boot allowance is estimated to be \$3,465.

RECOMMENDATION

Staff recommends that the Council approve the contract, with pay retroactive to July 1, 2013.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement

A G R E E M E N T

TEAMSTERS - LOCAL 190
AND
CITY OF BILLINGS

EFFECTIVE DATES:

JULY 1, ~~2011~~ 2013
through
JUNE 30, ~~2012~~ 2015

TABLE OF CONTENTS

	Page Number
Preamble.....	3
Article 1 - Recognition	3
Article 2 - Management Rights	3
Article 3 - Union Security	4
Article 4 - Seniority	5
Article 5 - Settlement of Disputes.....	6
5.4 Grievance & Arbitration Process	7
5.5 Administrative Review Process	10
Article 6 - Hours of Work & Overtime	11
6.1 Workweek.....	11
6.2 Shifts/Shift Change	11
6.3 Work Schedules.....	11
6.4 Lunch Periods.....	11
6.5 Hours of Duty.....	11
6.6 Breaks	12
Article 7 – Compensation.....	12
7.1 Compensation	12
7.2 Deferred Compensation	12
7.3 Higher Classification	13
7.4 Standby Pay	13
7.5 Longevity Pay	14
7.6 Shift Differential Pay.....	14
7.7 Overtime	14
7.8 Compensatory Time	16
7.9 Call Outs and Court Time	16
7.10 No Pyramiding	16
7.11 Compensation for Training	17
7.12 Commercial Driver's License	17
7.13 Physical/Mental Exams.....	17
7.14 Leadworkers.....	17
Article 8 - Leaves of Absence	18
8.1 Vacations	18
8.2 Sick Leave.....	20
8.3 Maternity Leave.....	23
8.4 Holidays.....	24
8.5 Military Leave.....	25
8.6 Funeral Leave.....	26
8.7 Jury Service and Subpoena	26
8.8 Leaves With or Without Pay	26
8.9 General Leave Provisions	27
Article 9 – Insurance	27
9.1 Industrial Accident and Unemployment.....	27

9.2 Health and Life Insurance	27
Article 10 - General Conditions.....	28
10.1 Union Bulletin Boards.....	28
10.2 Safety.....	29
10.3 Uniforms.....	29
10.4 Parking	30
10.5 Inspection by Business Representatives	30
10.6 Shift Trading	30
10.7 Vacancy Announcements	30
10.8 Justifiable Cause.....	32
10.9 Cross Training	32
10.10 New Hire Notification to Union.....	33
10.11 Non-Discrimination Language	33
10.12 Joint Labor Management Committee	33
10.13 Create, Combine or Reclassify Jobs.....	33
10.14 MET Transit.....	33
Article 11 - Terms of Agreement and Negotiations	34
Article 12 - Minimums Clause.....	34
Article 13 - Savings Clause	34
Article 14 – No Strike – No Lockout.....	35

Attachments:

1. Departmental Order, Order Number 019B, Subject: Airport Standby/Pager Policy
2. Departmental Order, Order Number 20, Subject: ARFF/AFM Division Holiday Pay Policy
3. Letter of Understanding, Winter Overtime policy for the Department of Aviation & Transit ARFF/AFM employees.
4. Memorandum of Understanding on the City/County 911 Center breaks.
- ~~5. Memorandum of Understanding regarding the Administrative Review Process.~~
5. Memorandum of Understanding regarding City Ordinance Safety Issues
6. Memorandum of Understanding regarding ARFF/ARM Employee Standby Pay
- ~~7. Memorandum of Understanding regarding Motor Pool Mechanics II's Paid at Range 180~~
- ~~8. Memorandum of Understanding Public Works Department – Street Traffic Division, 4-Ten Hour Shifts~~
- ~~9. Memorandum of Understanding Public Works Department – Street Traffic Division Electrician III Clarification~~
7. Memorandum of Understanding Public Works Department – Treatment Plant Technicians
8. Teamster Range Placement Table

Appendix: Random Drug/Alcohol and Reasonable Suspicion Policy

P R E A M B L E

THE CITY OF BILLINGS, MONTANA, hereinafter referred to as "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 190, hereinafter referred to as "Union," have agreed as follows:

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all City employees in the classifications listed in Attachment A.

A temporary employee is defined as an employee that is hired to temporarily replace an absent full-time employee or to fill in for a heavy workload in a particular work unit.

The City agrees that any temporary or on-call employee will be a member of the bargaining unit if that employee works for more than 1,056 hours ~~or 182 days,~~ ~~whichever comes first~~ in a 365-day period in any twelve-month period.

Due to the nature of recreation programs, temporary employees in the Recreation Division may work more than 1,056 hours ~~or 182 days,~~ ~~whichever comes first~~ in a 365-day cycle. These temporary employees customarily work on a variety of programs.

The City agrees that no temporary or on-call employee will be used to circumvent any part of the labor agreement. When overtime is required, members of the bargaining unit will have the option of working the overtime.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Union recognizes the prerogative of the City to unilaterally operate its affairs in all respects in accordance with its responsibilities; and the powers, discretion, or authority which the City has not expressly granted to the Union by this Agreement are retained by the City, and in such areas as, but not limited to the following, to-wit:

- A. Direct employees;
- B. Hire, promote, transfer, assign, and retain employees;
- C. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;

- D. Maintaining the efficiency of government operations;
 - E. Determine the methods, means, job classifications, and personnel by which operations of the City of Billings are to be conducted;
 - F. Taking whatever actions may be necessary to carry out the mission of the City of Billings in situations of emergency;
 - G. Establishing the methods, standards, and processes by which work is to be performed;
 - H. Scheduling and assigning work, including overtime and leaves, in a manner most advantageous to the City and its requirements subject to seniority and qualifications.
- 2.2 The Union recognizes that the Employer has statutory and other rights and obligations in contracting for matters relating to municipal operation. The right of contracting or subcontracting is vested in Employer; however, it is recognized that this right is a concern to the Union and its members. The City agrees that no contract or subcontract that would directly impact the Union or its members will be entered into without an evaluation of the total economics involved in that operation as it relates to the public good. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

ARTICLE 3 - UNION SECURITY

- 3.1 Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union. Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.
- 3.2 Membership in the Local Union is separate, apart and distinct from the assumption by one of equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent and to provide all rights and benefits to all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Local Union, and this Agreement has been executed by the City of Billings after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, each employee in the bargaining unit shall assume an equal share of the obligation along with a grant of equal benefits contained in this Agreement.

- 3.3 In accordance with the policy set forth in this Section all employees shall, as a condition of continued employment, pay to the Local Union, the employees exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues.
- 3.4 All present employees who are members of the Local Union on the effective date of the execution of this Agreement shall remain members of the Local Union in good standing as a condition of employment. All employees who are not members upon the execution of the Agreement shall come under the provision of this Article twelve (12) calendar months after the date of execution of this Agreement, as a condition of employment. All new hires shall come under the provision of this Article twelve (12) calendar months after their date of hire, as a condition of employment. Employees who fail to comply shall be discharged by the Employer within fifteen (15) calendar days after receipt of written notice from the Union, unless the employee complies within the fifteen (15) day period.
- 3.5 The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, service charges, and dues.

ARTICLE 4 - SENIORITY

- 4.1 Seniority means an employee's length of continuous service with his or her Division and shall be computed from the date the employee began service in the Division, except in cases where the employee is forced to transfer to a different division by the City. In those cases the employee will take his/her seniority with them to the new division.
 - A. To be absent from the job due to a leave without pay exceeding 180 calendar days will be considered lost time for the purpose of seniority, however, previous service upon reemployment shall count toward seniority.
 - B. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.
 - C. An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for justifiable cause, and retirement.

- D. Absences due to injury in the line of duty shall be considered as time worked for the purposes of determining seniority.
- 4.2 Layoffs, caused by reduction in force within an affected Division, shall be determined by job title and City-wide seniority. Employees, who are scheduled to be laid off, shall be given as much advance notice as is practical, with a minimum of forty-five (45) calendar days. Employees scheduled to be laid off will be allowed to bump other less senior employees within their same job title. No other bumping rights are available to affected employees. Employees, who are laid off, will be offered re-employment in the inverse order of the lay-off when they are needed again, provided they are still qualified to perform the duties of the position. All recall rights for employees laid off expire twenty-four (24) months from the layoff date.

The Employer shall notify such employees to return to work and furnish the Union a copy of such notification; and if the employee fails to notify the Employer within five (5) calendar days of his/her intention to return to work, the employee shall be considered as having forfeited his/her right of re-employment. It shall be the employee's responsibility to maintain a current notification address with the Employer.

- 4.3 The Employer shall post, by division, an updated, accurate seniority list in January of each year. The Employer also agrees to supply copies of those lists to the Union and, in addition, agrees to provide to Union an updated list at any time during the calendar year that Union requests such an update in writing. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made.
- 4.4 In the Met Transit division, there will be 3 separate seniority lists which shall be based on the following job classifications: 1) Transit Operator and On-Call Driver, 2) Transit Service Dispatcher and Senior Office Assistant, 3) Transit Mechanic II, Vehicle Service Technician and Transit Service Worker.

ARTICLE 5 - SETTLEMENT OF DISPUTES

- 5.1 A grievance is defined as a dispute or a difference of interpretation between a non-probationary employee and the Employer involving an economic or disciplinary issue as expressly provided in the terms of the Agreement. Disciplinary actions, involving warning letters, suspension, or discharge shall be grievable; all lesser disciplinary actions are not grievable. If a number of employees have a grievance, involving the same issue(s), the grievance shall be filed as one (1) joint grievance.

5.2 Employees, designated by the Union as Stewards, must be certified in writing to the Employer. A steward shall be authorized a reasonable amount of time to process a grievance during regular work hours, provided the Steward has the Supervisor's approval and does not disrupt the work of others. A Steward, who cannot be released upon request, due to work requirements, will be released as soon as work permits, but no later than the beginning of his or her next scheduled shift. An updated steward list shall be provided to City Human Resources in January of each year. The union also agrees to supply an updated steward list anytime during the calendar year that the City requests such an update in writing.

5.3 Failure to comply with the established formal procedures provided in this Article shall constitute a waiver to continue the grievance process by the party in default.

5.4 Grievance and Arbitration Process:

Step 1: An employee, who has a grievance, shall, meet with his or her supervisor to orally discuss the issue and submit the grievance, in writing, to their supervisor. The written grievance must contain the following minimal information:

1. The name and signature of the grievant; (The signature requirements shall be waived if the grievant is physically unable to sign the grievance form.)
2. The date the grievance occurred;
3. The issue and nature of the grievance;
4. The terms of the Agreement in dispute; and
5. The adjustment sought.

The grievance must be initiated no later than ten (10) business days after the grievable act occurred or the first opportunity to have reasonably had knowledge of its occurrence. The supervisor's response to the grievance shall be in writing and within ten (10) business days of the Step 1 meeting. The City will send a copy of the Step 1 City response to the Union Business Representative.

Step 2: The Union Business Representative may file an employee's formal grievance with the Employer. The formal grievance must be in a jointly agreed upon written form containing as a minimum:

1. The name and signature of the grievant; (The signature requirements shall be waived if the grievant is physically unable to sign the grievance form.)
2. The date the grievance occurred;
3. The issue and nature of the grievance;
4. The terms of the Agreement in dispute; and
5. The adjustment sought.

The grievance must be filed with the Human Resources Manager within ten (10) business days of the written Step 1 response from the supervisor.

Within ten (10) business days of receipt of the grievance, a meeting will be held between the key individuals in the grievance including: the employee, the Union Steward, the Union Business agent, the supervisor, the Superintendent/Division Manager and a representative from Human Resources Office to discuss the grievance. Management will set up this meeting and will respond to the grievance in writing within ten (10) business days after the meeting is held.

Step 3: If the grievance has not been resolved, within ten (10) business days of the Step 2 response, a meeting will be held between the Department Head, the City Administrator, the Union Business Agent, the Union Steward, and the Human Resources Manager (or designated representative) to discuss the grievance. A management representative will respond in writing with an answer to the grievance within ten (10) business days after the meeting is held.

Optional Step 4:

If the grievance has not been resolved based on management's response in Step 3, then the Union may, within ten (10) business days of the City's response, notify the City Administrator in writing of the Union's intention to request mediation conducted by the Federal Mediation and Conciliation Services (FMCS) or the Montana Department of Labor.

1. The parties must submit a signed, joint request for FMCS assistance. The parties must agree that grievance mediation is not a substitute for contractual grievance procedures.
2. The grievant is entitled to attend the mediation.

3. The parties must waive any time limits in this agreement while the grievance mediation step is being utilized.
4. The grievance mediation process is informal, and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.
5. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.
6. The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.
7. The mediator has no authority to compel a resolution.
8. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate sessions with an oral advisory opinion.
9. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in their collective bargaining agreement.
10. Nothing said by the parties during grievance mediation, nor any documents prepared for a mediation session, can be used during arbitration proceedings.
11. The parties must agree to hold FMCS and FMCS mediators harmless for any claim of damages arising from the mediation process.
12. The parties must agree to these procedures and guidelines.

Step 45: If the grievance is not resolved based on management's response in Step 3, the Union may, within ten (10) business days of the City's response, notify the Human Resources Manager in writing of the Union's intention to submit the grievance to final and binding arbitration. The Union shall request the Federal Mediation and Conciliation Service, the MT Department of Labor, or the American Arbitration Association to provide a list of seven (7) arbitrators. The parties, shall, within fifteen

(15) business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the arbitrator.

The arbitrator chosen will be contacted immediately and asked to start proceedings at the earliest possible date. During the arbitration proceedings, all evidence shall be presented. The arbitrator's decision shall be final and binding on both parties, but he shall not have the power to alter the terms of this Agreement, City Ordinance, State, or Federal Law. His decision shall be within the scope and terms of this Agreement and he shall be requested to issue his decision as soon as possible after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitrator's services shall be borne equally by the City and the Union.

- A. Other persons may replace any position mentioned in the above procedures, so long as the other party is notified in advance and provided that such appointee has full authority to act in the capacity of the person replaced.
- B. All disputes, controversies, or claims that are grievable (see section 5.1) must first proceed through the grievance procedure before then advancing to either arbitration or an alternative review process. An employee, who chooses an alternative review process, such as the Courts, State Agencies, or similar recognized judicial bodies, waives all rights for further review of his grievance through this Agreement's arbitration process.
- C. It is understood and agreed that when an employee files a grievance, the act of filing such a grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer relating to said grievance. Such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
- D. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
- E. Business days shall be defined as Monday through Friday, excluding recognized City of Billings holidays.

~~5.5 ADMINISTRATIVE REVIEW PROCESS: The City shall make available an Administrative Review Process to employees for non-grievable contractual~~

~~disputes. A representative of the Union may accompany the employee. The Administrative Review Board shall be made up of three individuals – one selected by the City Administrator, one selected by the Union, and one selected by mutual agreement of the Union and the City. The Administrative Review Board's authority is restricted to a communication device between the employee and management. The Board will act as a third party in clarifying the positions of both sides, settling non-grievable disputes, and give suggestions for enhanced future communications between the parties. Furthermore, the Board has no authority to grant any type of economic settlement whatsoever. In addition, any portion of a presented dispute will not be heard if the employee could have grieved the issue under the terms of the Collective Bargaining Agreement.~~

ARTICLE 6 - HOURS OF WORK AND OVERTIME

- 6.1 WORKWEEK: A workweek is a regularly recurring period of one hundred sixty eight (168) hours, in the form of seven (7) consecutive twenty-four (24) hour periods. The workweek need not coincide with the calendar week; it may begin any day of the week and any hour of the day unless otherwise specified in the supplement hereto. Each workweek stands alone. The beginning of the workweek may be changed if the change is intended to be permanent and is not designed to evade the overtime requirements of this Agreement.
- 6.2 SHIFTS/SHIFT CHANGE: All employees shall normally be scheduled to work a regular shift and each work shift shall have a regular starting and quitting time. Schedules may be changed by giving seventy-two (72) hours notice to the affected employee(s), unless a shorter change is agreed to by the employee(s). Both parties understand, however, that emergencies may require a shift change and the notification of less than twenty-four (24) hours.
- 6.3 WORK SCHEDULES: Work schedules showing the employees, shifts, workdays, and hours, shall be posted on all department bulletin boards at all times.

When new/revised work schedules are prepared, management will endeavor to post said schedule changes at least two (2) weeks before the schedule's start date.

- 6.4 LUNCH PERIODS: All employees shall be granted a lunch period during each work shift consisting of more than four (4) hours. Whenever possible, the lunch period shall be scheduled at the middle of each shift. Shift workers may be required to eat lunch on the job during regular work hours in which case lunch shall be included as time worked.
- 6.5 HOURS OF DUTY: The normal working hours for full time members affected by this Agreement shall be forty (40) hours per week. Schedules calling for shifts

other than five (5) eight (8) hour workdays per week may be implemented by the following conditions:

- A. Mutual agreement between the parties to this Agreement.
 - B. The consent of the majority of the work crew or division if deemed by the City to be necessary for the efficient operation of that function.
 - C. Either party to this Agreement may initiate a request to introduce a shift greater than the eight (8) hour day.
 - D. ~~PRPL Parks' division employees will be scheduled five (5) eight (8) hour days from 6:00 a.m. to 2:30 p.m. from April 15th through the Friday preceding Labor Day. Employees will be scheduled from 7:00 a.m. to 3:30 p.m. from the Tuesday following Labor Day through April 14th.~~
- 6.6 BREAKS: Employees shall be entitled to two (2) fifteen (15) minute paid rest periods, one (1) approximately midway during the first four (4) hours and the second (2nd) approximately midway during the balance of the employees' shift. Shifts of less than seven (7) hours are entitled to one (1) fifteen minute paid rest period except those employees who receive no lunch break and work 6 hours; those employees shall receive two (2) fifteen (15) minute paid rest periods. Shifts over eleven (11) hours will receive a third (3rd) fifteen (15) minute paid rest period.

Such breaks cannot be used to offset coming to work late, leaving work early, or to extend the meal period. All breaks are subject to operational requirements and workloads.

ARTICLE 7 – COMPENSATION

7.1 Compensation:

Effective July 1, ~~2011~~ 2013, the base wage for each employee shall be increased by ~~0~~ 2.9%.

Effective July 1, ~~2012~~ 2014, the base wage for each employee shall be increased ~~by 2.5%~~ 2.9%

7.2 Deferred Compensation: The City agrees to contribute ~~\$950.04~~ \$1,000.22 per employee per year through the end of the contract into a deferred compensation program. It shall be paid at the rate of ~~\$35.64~~ \$38.47 per pay period. If an employee leaves employment with the City, then the 457 contribution will be

discontinued with the employee's final date of employment. Contributions will be made by the City on each employee's behalf to either Nationwide or ICMA 457 plans, whichever is designated by the employee. Payment will be retroactive to July 1, 2011 2013. This contribution applies to non-probationary Teamster members.

7.3 HIGHER CLASSIFICATION: Whenever an employee performs work in a higher classification at the direction of a supervisor, such employee shall receive the higher rate of pay for all hours worked in the higher classification. The term "performs work in a higher classification" means the employee must perform at least one (1) job duty that is in the higher classification job description, but not in the employee's regular job description. The employee will be paid higher classification pay only for the time when they are performing job duties that are not in the employee's regular job description. Employees will be paid at the step in the higher-grade position corresponding to their current step in their present position. Employees who are being cross-trained are excluded. (See 10.9).

7.4 STANDBY PAY: Employees who are required by the appropriate authority to remain available at all times, while off regular duty, on standby for emergency call-outs, shall be compensated for all standby time at ~~the following~~ a rate of **\$1.63 per hour**. ~~Effective July 1, 2011, standby pay will be \$1.45 per hour. On July 1, 2012, standby pay will be increased to \$1.63 per hour. ARFF employees shall receive an additional \$0.05 per hour from October 1st through March 31st.~~ **Airport Operations employees required to be on standby for snow removal operations from November 1st through February 28th shall receive an additional \$0.05 per hour. Standby required for snow removal in the months other than the November 1st through February 28th time frame, will be scheduled as needed based on the projected weather outlook or other emergency call-out requirement.**

In order to help ensure safe operations on the Airfield, eight (8) hours of rest for the Airport Operations employee is generally required each day, and will take place usually between the Airport Operations employee's shift and going onto standby, unless identified differently herein. From November 1st through February 28th, Airport Operations employees working the 1-2-4 shifts will not be on standby during the days they work the 1 and 2 shifts. During the days the employees work the 4 shift, they will be placed on standby eight (8) hours prior to the beginning of their shift, and on 16 hours of standby during their days off. All other Airport Operations shifts will be on standby for eight (8) hours on the days they are scheduled to work and on standby for 16 hours on their days off, taking into consideration the eight (8) hour rest period.

Employees, who are on standby status, must be fit for duty, and not under the influence of drugs or alcohol and furnish the appropriate authority or otherwise designated persons a valid telephone number or other method at which the employee may be immediately contacted. Employees who are on standby will be available at all times by telephone, pager, or cell phone. After notification, employees must immediately respond to the page or phone call and report to work immediately. Standby pay shall be interrupted for all actual hours paid at the overtime rate. Call out/overtime pay begins upon notification to report provided the employee arrives within 45 minutes of receiving the call. Employees reporting beyond the 45 minute window will commence pay upon arriving at a city facility or worksite.

Employees who live within a five (5) mile radius from the City limits whose duties include utilizing City service vehicles in conjunction with their standby for emergency call outs shall be allowed to take the service vehicle home with them.

When a regularly scheduled ARFF/ARM employee is assigned in advance (on a posted schedule) standby, which falls on his/her day off, it shall be for their entire time off on that day.

An employee who receives a telephone call for the purpose of troubleshooting problems but who does not report to a jobsite or city facility shall be compensated a minimum of 15 minutes pay or actual time for each issue. Employees are required to initiate calls to offsite employees using a city phone.

- 7.5 LONGEVITY PAY: In addition to the base salary, each employee shall receive longevity pay for the continuous satisfactory service with the City. Continuous service shall be terminated by resignation, dismissal or retirement; and interrupted by a leave without pay in excess of one hundred eighty (180) days. Workers Compensation leaves of absence will not be considered to be an interruption in service for longevity purposes. Longevity pay shall be computed as follows:

Longevity Pay (amounts below are per pay period for each completed year of service).

After year 6 -	\$2.68
After year 11 -	\$2.91
After year 15 -	\$3.01
After year 20 -	\$3.11

- 7.6 SHIFT DIFFERENTIAL PAY: A shift differential ~~pay~~ will be paid for an employee's entire shift, ~~in addition to their regular base pay~~, to any employee

required to work greater than 50% ~~the majority~~ of a scheduled work shift, as in accordance with the provision listed below:

Afternoon Shift - (6:00 p.m. - midnight) - \$0.55 per hour.

Graveyard Shift - (midnight to 6:00 a.m.) - \$0.70 per hour.

In the event a shift is evenly split between the two shifts, the employee will be paid shift differential for the actual hours worked in each shift.

~~Differential pay shall only be paid for actual hours worked. If the majority of the employee's shift encompasses the above listed hours, the entire shift shall be compensated for at the above listed rates.~~

- 7.7 OVERTIME: Employees required to work more than their normal work shift at the direction of a proper city authority shall be compensated at a rate of one and one-half (1 1/2) times the regular base hourly rate in fifteen (15) minute increments. Except at MET Transit, where overtime shall be paid after 40 hours per week. In addition, at MET Transit, any after-shift meetings shall be paid for at the overtime rate. Also, in the MET Special Transit area, the City shall have the right to dispatch the closest driver to a call at the end of the day. However, all scheduled overtime shall be awarded per contract/per seniority.

The employer shall determine the overtime work to be conducted and such work shall be awarded to the senior qualified employee wanting to perform the overtime work. Should no senior employee wish to perform the work in question it shall be assigned to the most junior qualified employee.

For the purposes of overtime, an employee shall provide one telephone number for the supervisor to call. The supervisor will contact employees in the order of the seniority list. In the event, the City is aware of a regularly scheduled shift that needs to be covered two hours or more in advance, then the senior employee shall have 10 minutes to return the phone call or they lose the opportunity for the overtime. Otherwise, when an employee is called for overtime and the employee does not immediately answer the phone at the number provided by the employee to the supervisor, the supervisor will call the next person on the seniority list. If the employee returns the call and speaks directly to the supervisor, then the overtime will be granted if the overtime shift is still available. If the shifts have already been filled, then the employee misses that overtime shift.

Employees who are on sick leave for a full, regularly scheduled work day will not be considered for overtime assignments. Employees who are on vacation or

otherwise off duty on a regularly scheduled work day shall notify their supervisor in writing in advance stating they desire to be considered for overtime assignments during their leave.

All previous letters of understanding on the issue of assignment of overtime work shall be null and void when computing overtime.

In order to maintain consistent and efficient operations during snow removal, the Aviation and Transit Department, ARFF/AFM Division may deviate from the seniority language in Article 2, Section 2.1.H. to allow the scheduling of snow removal crews in a manner that maintains consistency with regard to assigned functions (ARFF or AFM work groups) and work shifts. Every effort will be made to limit short turn-a-round shifts and movement between morning and nighttime shift rotations. During all other overtime conditions, the ARFF/AFM Division will adhere Article 2. Section 2.1.H. when assigning overtime.

When an employee is working on a specific task, which is not completed by the end of his/her shift, and the City determines that the task should be completed on an overtime basis, the employee shall be assigned to do the overtime work. However, if at the time the task is begun, the City can reasonably anticipate that the task will extend beyond the end of the shift, and that overtime work will be required, the City shall, to the extent practical, offer the opportunity to perform the task to the qualified employee(s) with higher seniority. Should the employee(s) with the higher seniority refuse the work, the least senior employee will perform the work.

If an employee elects to work an overtime shift and then fails to cover that shift, then the employee will lose his/her right to bid the next available overtime shift, with the exception of voluntary shifts that have already been assigned to the employee.

7.8 COMPENSATORY TIME: Employees may accumulate up to two hundred forty (240) holiday/overtime hours of compensatory time to be taken by request after being granted time off by their supervisor. After two hundred forty (240) hours have been accumulated, the employee must accept pay for the holiday/overtime worked. If an employee provides a written request to Human Resources, their accumulated compensatory time may be cashed out.

In the Department of Aviation and Transit, employees may accumulate up to two hundred forty (240) holiday/overtime hours of compensatory time. However, employees in the Aviation Division may only be granted up to 120 hours of comp time off per contract year. However, if/when an employee has a qualified FMLA request or when their sick leave bank has been depleted, then the employee can

use all their accumulated comp time bank. Any remaining time can be cashed out by the employee per the above paragraph.

- 7.9 CALL OUTS AND COURT TIME: An employee who has left the job site and is called back to work or called to appear before a judicial criminal review body, outside of the employee's regularly scheduled work hours, shall be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay for a minimum of two (2) hours. In the event the call out extends into the employee's regularly scheduled work shift, the time and one-half (1 ½) rate of pay shall be paid for only the actual time spent before the regular shift started.
- 7.10 NO PYRAMIDING: Nothing contained in this Agreement shall be interpreted as requiring a duplication or pyramiding of Holidays, Call-out and Court Time, Stand-By, Training Time or other form of overtime payments involving the same hours of labor.
- 7.11 COMPENSATION FOR TRAINING: The Employer will compensate the employee for training attendance when all of the following conditions are met:
- The attendance is within normal working hours or the Employer adjusts the work schedule to accommodate the training.
 - The attendance is required by the Employer.
 - The training is directly related to the employee's current job assignment.

Travel time will be considered time worked when all of the following conditions are met:

- The employee travels during normal working hours, regardless of the day of the week.
- When required to stay overnight in another city.

An employee's shift shall be adjusted in order to prevent the employee from having to initiate travel immediately after the completion of his/her shift.

- 7.12 COMMERCIAL DRIVER'S LICENSE: The City will pay for time spent in taking the required test for "commercial driver's license." The City will pay for the cost of renewals and endorsements for those employees required to have such as part of their position requirements. (This applies to renewals and promotions only - not new hires.) Any employee required to obtain this license as a condition of employment and encounters difficulties in passing the required tests shall be

given a sixty day (60) leave of absence without pay while attempting to pass said tests. This leave shall be granted providing the employee makes a bonafide attempt to pass the test at every available opportunity. If an employee loses their Commercial Driver's License for any reason they must inform their supervisor immediately.

7.13 PHYSICAL/MENTAL EXAMS: Physical and/or mental examinations required by the City shall be promptly complied with by all employees. The City must have a valid reason to require such examination and provide the reason in writing if requested. The City shall pay for all such required exams and for all time spent at the place of the exam. The City reserves the right to select its own medical examiner or physician, and the employee may be re-examined at his/her own expense.

7.14 LEADWORKERS: Non-supervisory employees, who are assigned a limited responsibility for supervising the work performed by their co-workers, may be designated as a Leadworker. Leadworkers may assume and exercise supervisory responsibilities and authorities up to, but not including, the full definition of a Supervisor as specified in State Law. Leadworker assignments must be initiated and terminated with the Department Head's approval. A Leadworker position must be posted in the appropriate division/department to allow interested employees to apply. Assignments may be made for indeterminate periods of duration.

A. Leadworker Rates of Pay: Employees assigned as Leadworkers shall be paid at a base rate that exceeds their normal base rate by two pay grade increments (approximately 10%) for the duration of the assignment, providing:

1. the Leadworkers assignment is scheduled to exceed one full regular shift in duration.
2. the Leadworker assigned is classified at the same or a lower pay grade than the co-workers that he or she is supervising. Leadworkers, who are classified at two (2) or more pay grade increments, shall not qualify for any additional pay; as relating to their Leadworker assignment.

ARTICLE 8 - LEAVES OF ABSENCE

8.1 VACATIONS:

- A. Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been employed for a period of six (6) months. Vacation leave credits shall be earned at a yearly rate in accordance with the following schedule:

<u>Years of Employment</u>	<u>Working Days (8 Hours) Credit Per Year</u>
1 Full Pay Period through 10 Years	15
11 Years through 15 Years	18
16 Years through 20 Years	21
21 Years and More	24

Permanent part-time employees are entitled to prorated annual vacation benefits once they have been employed by the City for a period of six (6) months.

- B. Separation from service or transfer to another department - cash for unused vacation leave. An employee who terminates his employment with the Employer shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. However, if an employee transfers within the Employer's jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving department shall assume the liability for the accrued vacation credits transferred with the employee.
- C. Accumulation of leave - "Annual Leave" may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.
- D. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) days.

- E. Unused earned vacation and/or compensatory time shall be paid to the employee at his/her regular rate of pay at the time of separation from service.
- F. In the event of death of an employee, a check for the unused earned vacation time shall be made out to the employee at his/her regular rate of pay and given to the beneficiary listed on the City's life insurance policy.
- G. The dates when employee's vacations shall be granted shall be determined by agreement between each employee and their supervisor, with regard to division seniority. The Employer will not unreasonably cancel an employee's vacation. When canceling vacation, the Employer will notify the employee in writing at least two (2) weeks in advance of the scheduled vacation time with the reason for the cancellation, except in emergency situations affecting the health, welfare, and safety of the City. Nothing herein shall prevent the Employer and employees from mutually agreeing to changed vacation dates. Employees shall be notified within two (2) weeks as to whether their request for vacation has been granted. Employees shall notify their supervisor in writing at least two (2) weeks in advance of their scheduled vacation if they intend to cancel that vacation. The reason for the cancellation must be included. It is understood by the Employer that there may be emergency situations that would preclude this two (2) week notification.
- H. Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on a paid vacation, shall be earned by the employee and not charged as vacation.
- I. Vacation charges shall be charged to the nearest quarter (1/4) hour.
- J. Leave of absence without pay may be used to extend regular vacation, with prior approval of the employee's supervisor.
- K. It shall be unlawful for the Employer to terminate or separate an employee from his employment in an attempt to circumvent the provisions of the law or of this Agreement.
- L. Posting Open Vacations - Communication Center Only
 - 1. Vacation weeks opened by attrition or other reasons shall be re-posted and taken as long as minimum staffing of twenty-four (24) qualified employees are available. If any less than twenty-four (24) qualified employees are available, vacations will be re-posted at the discretion of the Communication Center Manager.

2. All eligible junior employees shall have three-weeks of scheduled vacation before vacated weeks are offered to senior employees.
3. Vacation weeks that are re-opened for bid shall be posted and offered to the most senior employee. That senior employee has the right to pass on the week(s) offered. The senior employee will stay on the top of the rotation until he/she takes an additional week. At that time, the next opening will first be offered to the next senior employee, etc. Should all eligible employees get an extra week, any additional weeks will start at the top of the seniority list again.

8.2 SICK LEAVE:

- A. Each employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Full-time employees earn paid sick leave from the first full pay period of employment at the rate of eight (8) hours per month, without restriction as to the number of hours that may accumulate. Employees may use earned sick leave after being employed ninety (90) consecutive days. Part-time employees are entitled to pro-rated sick leave if they have a regularly scheduled work assignment and normally work at least twenty (20) hours per week.
- B. An employee may not accrue sick leave credits during a continuous leave of absence without pay, which exceeds fifteen (15), calendar days. Employees are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) calendar days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits earned.
- C. An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time of such termination of employment. ~~Accrual of sick leave credits for calculating such lump-sum payment shall begin upon July 1, 1971.~~ The payment therefore shall be the responsibility of the Employer. No employee shall forfeit any sick leave rights or benefits accrued prior to July 1, 1971. If an employee transfers to a state or county agency within the Employer's jurisdiction, a lump-sum payment shall not be due. In

such a transfer, the receiving agency shall assume liability for the accrued sick leave credits ~~earned after July 1, 1971,~~ and transferred with the employee.

- D. An employee who received a lump-sum payment pursuant to this Agreement and who is again employed by the Employer, shall not be credited with any sick leave for which the employee has been previously compensated or lost under the sick leave compensation lump-sum payment outlined in 8.2.B. above.
- E. Sick leave credits must be earned prior to their use.
- F. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave.
- G. Sick leave charges shall be charged to the nearest quarter (1/4) hour.
- H. Medical appointments, during the employee's scheduled work shift, shall be charged to sick leave, in quarter (1/4) hour increments. Each absence shall be reported to the supervisor prior to sick leave use.
- I. Employees covered by the Worker's Compensation Act are entitled to benefits administered by the Worker's Compensation Division when they suffer injury or illness as a result of their employment. Employees may elect to use sick leave credits or Worker's Compensation payments.
- J. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.
- K. If an employee is sick for six (6) ~~seven (7)~~ consecutive working days ~~or more then he/she must provide~~ his/her supervisor may request a return to work notification from a licensed physician upon that employee returning to work. In addition, if an employee is off ~~for more then~~ six (6) ~~seven (7)~~ working days, he/she must provide periodic updates as to the healing progress/expected return to work date. Any physician visits needed to obtain the necessary return to work information or update information would be paid for by the employee.
- L. Proven abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this Agreement. The Employer must be able to substantiate any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump-sum payment. A physician's certificate to substantiate a sick leave charge may be required

by an employee's supervisor. In the event an employee is required to furnish a physician's certificate, such expense shall be paid by the Employer. The City reserves the right to select the physician and schedule such appointments. Failure to comply with these requirements may result in disciplinary action. In the event an employee becomes incapable of performing the duties of his regular classification through illness or injury, the Employer may transfer the employee, with the employee's consent, to a position for which the employee is qualified, provided the change can be accomplished without displacing another employee.

- M. NECESSARY SICK LEAVE FOR FAMILY: Necessary sick leave for family will be charged against an employee's sick leave credits and shall not exceed a total of forty (40) hours per contract year. This time must be used for an accident, illness, exposure to a contagious disease that required quarantine, or a medical, dental, or vision examination or treatment of an immediate household family member, and/or parents and/or parents-in-law, and must be reported to the supervisor prior to sick leave use. Employees are allowed to use sick leave for family in either a block of time or intermittently, but no less than fifteen (15) minute increments, however, the total time per year may not exceed forty (40) hours.
- N. In the event of the death of an employee, a check for one hundred (100) percent of the unused earned sick leave shall be made out to the employee at his/her regular rate of pay.
- O. ATTENDANCE INCENTIVE PLAN: There is an attendance incentive plan, which provides up to twenty four (24) hours of additional vacation time per contract year, depending upon the employee's attendance record. The amount of incentive to be awarded will be determined at the end of each contract year. The maximum of twenty-four (24) hours will be reduced, hour for hour, for each hour of sick leave which the employee has used during the contract year. Funeral leave will not be considered as sick leave when determining attendance incentive awards.

8.3 MATERNITY LEAVE:

- A. Maternity leave must be charged against sick leave first, until it is exhausted, then vacation leave and compensatory leave. Sick leave, vacation, and compensatory time must be exhausted prior to going into a leave without pay status.
- B. The Employer shall not:
 - 1. Terminate a woman's employment because of her pregnancy, or

2. Refuse to grant the employee a reasonable leave of absence for such pregnancy, or
 3. Deny to the employee, who is disabled as a result of the pregnancy, any compensation to which she is entitled as a result of the accumulation of leave benefits accrued pursuant to plans maintained by her Employer; provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties, or
 4. Retaliate against any employee who files a complaint with the Commission under the provisions of this Section, or
 5. Require that an employee take a mandatory maternity leave for an unreasonable length of time.
- C. Paternity Leave: For the birth or adoption of a child, the provisions of the Family and Medical Leave Act apply. Time off will first be charged against the employee's sick leave until it is exhausted. Once sick leave is exhausted, the employee will then have time off charged against vacation and compensatory time. Leave without pay will not be authorized until all of sick leave, vacation, and compensatory time is exhausted.
- D. These provisions shall also apply when the employee has finalized the adoption of a child.

8.4 HOLIDAYS:

- A. Employees shall be granted the following holidays without loss of pay:
1. January 1 - New Year's Day.
 2. Third Monday in January - Martin Luther King Day
 3. Third Monday in February - Lincoln's and Washington's Birthday.
 4. Last Monday in May - Memorial Day.
 5. July 4 - Independence Day.
 6. First Monday in September - Labor Day.
 7. Second Monday in October - Columbus Day.
 8. November 11 - Veteran's Day.

9. Fourth Thursday in November - Thanksgiving Day.
 10. December 25 - Christmas Day.
 11. Every day declared a legal holiday by the Governor of Montana, or the Mayor of Billings.
 12. Every day in which a general election is held throughout the State of Montana.
 13. Personal Days: Employees are entitled to schedule a two personal days off. - ~~This~~ These two days will be paid at the straight time rate of pay. ~~The~~ These two days an employee may use as his/her personal days must be scheduled with his/her supervisor the same as a vacation day. The personal days must be taken by the employee between July 1 and June 30, or lost. An employee cannot work on his/her personal days; ~~it~~ they must be a day off. Eight (8) hours is the time allowed for an employee to be paid for each ~~his/her~~ personal day; however, if the employee works a ten 10-hour shift, then ten (10) hours is the maximum time allowed for an employee to be paid for ~~their~~ each personal day. The maximum number of hours paid by the City for a each personal day will not exceed ten (10) hours.
- B. Employees required to work on a holiday will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked or may accumulate compensatory time at the rate of one and one-half (1 1/2) times the number of hours worked at the employees option.
- C. The dates when employee's accumulated compensatory time shall be granted shall be determined by agreement between each employee and their supervisor, to the best interest of Employer, as well as the best interests of each employee.
- D. Employees will not be charged vacation or sick leave for holidays that fall while an employee is on authorized vacation or sick leave.
- E. When a holiday falls on a full time employee's scheduled day off, the employee shall receive the equivalent of his/her customary work shift at straight time. Employees working a five (5) day, eight (8) hour shift, and not required to work the holiday, shall receive forty (40) hours pay for thirty-two (32) hours work and any work over 32 hours shall be considered overtime. Employees working shifts greater than eight (8) hours will be treated in a like manner.

- F. Any full-time employee who is scheduled for a day off on a day which is observed as a city recognized holiday shall be entitled to receive a day off with pay. This would allow a day off with pay in addition to the employee's regularly scheduled day off. By mutual agreement of the supervisor and the employee, the holiday must be taken any day within the workweek in which the recognized holiday falls. In either case, once the holiday is set, it cannot be changed for any reason, including if the employee is sick on the designated holiday. Part-time employees receive pay for the holiday on a pro-rated basis.
- 8.5 MILITARY LEAVE: An employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized reserve corps, or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay, after six (6) months of employment, for attending regular encampments, training cruises, or similar training programs, not to exceed fifteen (15) working days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee. Paid military leave is not intended for weekend duty or regularly recurring drill.
- 8.6 FUNERAL LEAVE: In the event of a death in the immediate family (spouse, parents, stepparents, brother, stepbrother, sister, stepsister, children, stepchildren, household dependents, grandparents, grandchildren, and all the same relatives of the employee's spouse in like degree) an employee shall be entitled to a maximum of 40 sick leave hours off, with pay, to attend the funeral. Funeral leave will be granted to common-law spouses as long as the common-law form is completed and on file in Human Resources.
- 8.7 JURY SERVICE AND SUBPOENA: The employee shall inform his/her supervisor immediately upon receipt of the notice of summons for jury duty or a witness subpoena so that proper scheduling may be maintained. Each employee who is under proper summons as a juror or subpoenaed as a witness shall collect all fees and allowance payable as a result of the service and forward the fees to the Employer. Juror and witness fees shall be applied against the amount due the employee from the City. However, if an employee elects to charge his juror or witness time against his annual leave, he shall not be required to remit to the Employer. In no instance is an employee required to remit any expense or mileage allowance paid by the court. Employees shall not lose cumulative benefits because of juror or witness service.
- 8.8 LEAVES WITH OR WITHOUT PAY:
- A. Employees may take leaves of absence with or without pay, subject to the prior approval of the Employer. Requests must be submitted in writing to

the immediate supervisor within a reasonable time prior to the requested starting date. The request must also state the reason for the leave and the requested duration of the leave. The supervisor shall respond to the employee in writing giving the reasons for denial. With the exception of B. below, all vacation and compensatory time must be exhausted before a leave without pay may be requested.

- B. Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disabling injury certified to by a licensed physician.

8.9 GENERAL LEAVE PROVISIONS: Absence from work without permission constitutes just cause for discipline up to and including discharge.

ARTICLE 9 - INSURANCE

9.1 INDUSTRIAL ACCIDENT AND UNEMPLOYMENT: The Employer shall carry Industrial Accident Insurance on all employees. The Employer shall make all necessary arrangements to insure that all employees covered by this Agreement will be covered by Unemployment Insurance.

9.2 HEALTH AND LIFE INSURANCE:

A. The following language will apply to health insurance:

1. Future contribution changes to the City's Health Insurance Plan shall be shared equally (50%/50%) between the employees and the City. Contribution changes can be either increases or decreases. Contribution adjustments can be either in dollars contributed or in modifications to the plan benefits. All modifications shall be with the approval of the Insurance Committee. It is the intent of the Committee to reach the consultant recommended reserve level over a period of time.
2. Billings Health Insurance Committee: The City of Billings shall establish a City of Billings Health Insurance Committee to maintain a group health insurance plan for employees of the City of Billings and their dependents. The committee shall consist of 15 members appointed as follows:

- a. Three (3) members of each employee union appointed by each union.
- b. Six (6) members appointed by the City Administrator. One (1) member shall be a retired city employee currently covered by the city health insurance plan.

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

- 1). Review the existing city group health insurance plan;
 - 2). Review the claims experience, projections and plan problems;
 - 3). Maintain the plan on a sound actuarial basis;
 - 4). Be responsible for all changes in plan design, administrators or carriers;
 - 5). Establish plan premium rates and cost sharing by both the City and the employees;
 - 6). Advise the City Administrator on all other group insurance matters;
 - 7). Decisions will be made by a simple majority vote where all members have one vote and can vote by absentee ballot.
- B. Coverage shall be extended to all insurable employees and their insurable dependents, following the period of exclusion provided by the terms of the master insurance policy. All employees and dependents' participation and coverage shall be solely governed by the terms and conditions of the master insurance contract as signed by the City and the insurance carrier. Coverage shall be extended to only those employees while in an active pay status. Employees on an approved absence without pay may elect to continue their group coverage by directly paying the City the total premium cost during their absence.

- C. The Health and/or Accident Insurance coverage shall be extended to employees, on a leave of absence without pay, due to job related injury or illness, for a maximum of six (6) months.

ARTICLE 10 - GENERAL CONDITIONS

- 10.1 UNION BULLETIN BOARDS: The Employer agrees to provide suitable space for the Union bulletin boards. There should be no more than one bulletin board per division, which shall be placed in an area generally frequented by employees, and not by the general public. The decision on size and placement of the bulletin boards shall be made by the Employer in consultation with officials of Teamsters Local #190.

Posting by the Union on such boards shall be confined to official business of the Union. In order to assure the Union and the Employer that only official business is posted on said bulletin boards, each announcement so posted shall have prior approval by the Secretary-Treasurer of Teamsters Local #190, or his designated representative.

It shall be the responsibility of the Union to monitor the bulletin boards.

- 10.2 SAFETY: Employees shall be required, in the performance of their duties, to:
 - A. Exercise precaution;
 - B. Use normal safe working practices;
 - C. Observe and obey safety postings and rules;
 - D. Use and care for required protective equipment and gear, as furnished by the City;
 - E. Report all accidents to their supervisor as soon as reasonably possible.

The Employer will maintain all equipment in a safe working condition. However, it shall be the responsibility of the employee to immediately call to the supervisor's attention any unsafe condition. If an employee has safety concerns that are not addressed by the supervisor, then the employee needs to go to the Division Manager. The Division Manager will consult with qualified and/or certified experts and/or documentation, including but not limited to Fleet Services, OSHA manuals, and the Citywide Safety Committee. The Division Manager shall determine the corrections needed to remedy the situation. Less immediate safety concerns also should be reported to the Citywide Safety Committee. An employee will not be disciplined for reporting the safety concern to either the Division Manager, the Safety Committee or invoking his/her rights under city, state or federal laws.

The City of Billings will maintain a Citywide Safety Committee meeting the requirements of the Safety Culture Act administered by the Montana Safety and Health Bureau. Members will consist of Management and representatives from all Unions. It is agreed that the Teamster employees will be represented on the Citywide Safety Committee by three (3) Union selected members. The Citywide safety committee shall meet on a bimonthly basis and maintain a tracking system for items brought forward to the committee.

- 10.3 UNIFORMS: The City agrees to furnish eleven (11) sets of uniforms to all uniformed employees, currently receiving nine (9) sets and safety equipment, to employees during the term of this agreement. The City's contribution for safety shoes for those employees who are required to wear safety shoes will be ~~\$115.00~~ \$130.00 per year. ~~The Street Division will be added to the safety shoes program.~~ The City agrees to provide body armor to Airport Police, up to ~~\$115.00~~ \$130.00 per year for shoes for Airport Police officers, any new Airport officer will be provided a duty weapon (caliber and design determined by the Director of Aviation & Transit), and mechanics will be provided eleven (11) sets of uniforms. Meter enforcement personnel will be provided a winter coat to be replaced on an as needed basis, and will have shorts added to the approved clothing list. Garage attendants will be provided three (3) tee shirts and three (3) sweatshirts. Safety equipment (i.e., glasses and steel-toed boots (does not include standard hard-soled work shoes/boots) as required by the City will also be provided if not previously required as part of the job.

City agrees to purchase overshoes for MET Transit employees and allow cargo shorts as a uniform selection.

City agrees to purchase four (4) polo shirts for the Police Support Specialists.

City agrees to a polo shirt for Parking Enforcement with "Parking" silkscreened on the back and the Parking Enforcement badge on the chest.

City agrees to provide \$255.00 per year for uniforms for drivers in the MET Transit division. In addition, the City agrees to provide a rain suit (jacket and pant) if requested by the driver.

- 10.4 PARKING: The City will provide free rooftop parking for all employees covered by this Agreement.
- 10.5 INSPECTION BY BUSINESS REPRESENTATIVES: The City of Billings agrees that Business Agents of the Union shall be given access at the places of business of

the City during normal hours of operation, for the purpose of grievance investigation and handling and to ascertain whether or not the terms of this Agreement are being observed, providing the Business Agent notifies the supervisor prior to entering the place of business.

- 10.6 SHIFT TRADING: Upon approval of the supervisor any employee may exchange shifts or trade time with any qualified employee in their division. The practice of exchanging shifts or trading time will be a voluntary program (no penalty or cost shall be incurred against the City) by the employee in order to permit an employee to absent him/herself from work to attend purely personal pursuits. If an employee fails to cover an agreed to shift trade, he/she will lose their right to trade shifts for 3 months, with the exception of payback time/shifts already owed at the time of this contract.
- 10.7 VACANCY ANNOUNCEMENTS: When the Employer determines that a permanent position is vacant, the position will be posted on the bulletin boards City-wide on the nearest business day before or after public notification. The announcement will contain the vacant position title, location, assigned hours and days of work, salary and the dates for applying. All employees interested in applying for the vacant position must apply in writing within the application dates through the Human Resources Office. On such vacancy announcements, the City shall also denote positions filled.
- A. The City and the Union agree that all Teamster designated position vacancies shall be filled by the City on the basis of experience, skill, training, job performance, disciplinary record, attendance record, and work-related references. Should these factors be relatively equal, the senior qualified employee shall be awarded the position. For purposes of this section, the most senior qualified employee is defined as the person with the most citywide seniority. In cases where it is contended that a promotion was arbitrarily made, the decision of the City shall be subject to review by the grievance process. If arbitration is held concerning the assertion that the City's decision was arbitrary, then the arbitrator shall decide and may consider the City's basis for making the hiring decision including the experience, skill, training, job performance disciplinary record, attendance record and work-related references, of the prevailing applicant.
- B. The City agrees that an interview shall be given to at least the four (4) most senior teamsters' applicants who possess the minimum qualifications for the position.
- C. Employees shall not have the right to apply for posted job vacancies outside their present Division within one (1) year from the date of hire,

transfer, or promotion. The City shall, however, have the right to waive this requirement by mutual agreement, if in the best interests of the City and it would result in maintaining the efficiency and productivity of the City's operations.

D. The days of work for the advertised position shall remain as posted in the vacancy announcement for the first 30 calendar days from the date the position is filled.

ED. If an employee who successfully applies for a job returns to his old job within thirty (30) working days, the next qualified applicant (subject to paragraph C of the Article) will be awarded the job.

Within the first thirty- (30) working days on a new job, the employee may voluntarily return to his previous job. The employer may return an employee to his previous job at any time within thirty (30) working days. This time period may be extended with mutual agreement. Provided nothing herein shall prevent a voluntary trial period on a new position prior to actual transfer at the employee's option. If the employee returns to his or her previous position for either of the above reasons, the provisions of paragraph C will apply to that individual.

10.8 JUSTIFIABLE CAUSE:

- A. Employees may be subject to disciplinary action by the Employer for just cause.
- B. For other than serious infractions, disciplinary action shall be based upon progressive discipline based upon warning letters, suspension and/or termination. The employee and the Union shall be notified in writing of any disciplinary action within fifteen (15) business days after the violation, or the first knowledge of the violation in question, is known to the City. However, both parties recognize that from time to time additional information may be needed and that hasty action would be detrimental to all parties. Therefore upon notification, the fifteen (15) business day period will be waived for a reasonable period of time.

Disciplinary notices shall be considered current and in effect for a period of twelve (12) months after the date of issue.

- C. New employees shall be on probation for a period of twelve (12) months from the date of their employment: All probationary employees may be discharged at the sole option of the Employer without recourse to the grievance procedure. Probationary periods for temporary employees shall

begin on the first day of employment as a permanent employee in a new job classification. If a temporary employee becomes a permanent employee in the same position they held as a temporary employee both the probationary period and seniority shall run from their date of hire as a temporary employee.

- 10.9 CROSS-TRAINING: The City agrees to implement a means by which an employee may voluntarily cross-train in his/her department for a job task that carries a higher grade and rate of pay. In order for an employee to be eligible to participate in a cross-training program, he or she must possess the necessary aptitude and attitude as determined by the City. An employee in a cross-training program shall be paid at his/her regular rate of pay until such time as the employee is spending over twenty-four (24) cumulative work hours in one (1) work week in the higher pay grade position. Exception - The Communication Center can cross-train on an unlimited basis, without having to pay the higher pay rate, in order to train employees. The City agrees not to use cross-training individuals to fill full-time openings that should be put up for bid.
- 10.10 NEW HIRE NOTIFICATION TO UNION: The City agrees to notify the Union each Monday morning of all new hires within the bargaining unit excluding temporary help. However, the City agrees to notify the Union if the temporary help should become a full-time regular or part-time employee. The City shall also notify the Union of all terminations.
- 10.11 NON-DISCRIMINATION LANGUAGE: The Union and the City agree that no employee will be discriminated against on the basis of race, color, religion, sex, age, disability, or Union activity.
- 10.12 JOINT LABOR MANAGEMENT COMMITTEE: When appropriate, a Joint Labor/Management Committee shall be created in any department/or division, upon mutual agreement. This committee will be made up of no more than three (3) union employees and three (3) management employees. A business representative and a representative from Human Resources may also participate. This committee shall meet, as needed, during the life of this contract to discuss work issues. Recommendations will be made by consensus. If parties are unable to reach consensus, then the issue shall exit the Committee and each party will have the same rights and or obligations related to the issue that each had prior to the issue being submitted to the Committee.
- 10.13 CREATE, COMBINE OR RECLASSIFY JOBS: The Union recognizes the City's management right to create, combine or reclassify jobs during the duration of this contract. Whenever jobs are created, combined or reclassified, the City shall notify the local Union before the changes occur. The City shall be allowed to

establish a temporary rate of pay for such job changes and will negotiate with the Union a regular rate of pay after the job duties for the position have been standardized.

10.14 MET Transit:

- A. For any blocks of work that have three (3) start times per day, the City will modify the block of work so that there are only two (2) start times per day. All future blocks of work will have no more than two (2) start times.
- B. City will change from 4 - 80 hour blocks of work to 9 - 80 hour blocks of work. City will change from 9 - 78 to 79 hour blocks of work to 11 - 78 to 79 hour blocks of work.
- C. Fulltime 40 hour Paratransit Blocks will have scheduled start times with variable end times that may fluctuate on a daily basis depending on demand from the ridership.

ARTICLE 11 - TERMS OF AGREEMENT AND NEGOTIATIONS

This Agreement shall become effective on the 1st day of July ~~2011~~ 2013, and shall continue in full force and effect through the 30th day of June ~~2013~~ 2015.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and Union, for the life of this Agreement, each voluntarily and unqualified waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. As well, this Agreement supersedes all prior written agreements or MOU's of any kind unless they are reduced to writing and incorporated into this agreement.

The foregoing waiver shall not be binding if the parties mutually agree to engage in collective bargaining, with respect to a particular subject or matter covered or not covered in this Agreement.

ARTICLE 12 - MINIMUMS CLAUSE

The terms hereof are intended to cover only minimum wages, hours, working conditions and other employee benefits. Employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

During the life of this Agreement or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so under existing law or by the express terms of this Agreement.

ARTICLE 13 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or agency of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated Article, Section, or portion thereof. Any City ordinance passed subsequent to the adoption of this Agreement that would contravene the terms of this Agreement shall not apply during the life of this Agreement.

ARTICLE 14 – NO STRIKE – NO LOCKOUT

The Employer and Union agrees to the essential nature of services provided by its members to the public. In recognition of this fact, the Union agrees that there shall be no work interruptions, sympathy strikes, slowdowns, or strikes at any time during the Agreement. In the event of unauthorized interruptions, the Union agrees it will join the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lockout of employees during the life of this agreement.

IN WITNESS WHEREOF, said parties of this Agreement hereunto set their hands and seals this ____ day of _____, ~~2011~~ 2013.

FOR THE CITY OF BILLINGS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

FOR THE UNION
TEAMSTERS LOCAL NO. 190

By: _____

Title: _____

ATTACHMENTS:

1. Departmental Order, Order Number 019B, Subject: Airport Standby/Pager Policy
2. Departmental Order, Order Number 20, Subject: ARFF/AFM Division Holiday Pay Policy
3. Letter of Understanding, Winter Overtime policy for the Department of Aviation & Transit ARFF/AFM employees.
4. Memorandum of Understanding on the City/County 911 Center breaks.
- ~~5. Memorandum of Understanding regarding the Administrative Review Process.~~
5. Memorandum of Understanding regarding City Ordinance Safety Issues
- ~~6. Memorandum of Understanding regarding Motor Pool Mechanics II's Paid at Range 180~~
- ~~7. Memorandum of Understanding Public Works Department – Street Traffic Division, 4-Ten Hour Shifts~~
- ~~8. Memorandum of Understanding Public Works Department – Street Traffic Division Electrician III Clarification~~
6. Memorandum of Understanding Public Works Department – Treatment Plant Technicians
7. Teamster Range Placement Table

Appendix: Random Drug/Alcohol and Reasonable Suspicion Policy

July 1, 2004

DEPARTMENTAL ORDER
ORDER NUMBER 019B

MEMORANDUM

TO: All ARFF/AFM Employees
FROM: Thomas H. Binford, A.A.E., Assistant Director of Aviation
SUBJECT: AIRPORT STANDBY/PAGER POLICY
CANCELLATION NO: 019A
EFFECTIVE DATE: July 1, 2004
APPROVED BY: J. Bruce Putnam, A.A.E., Director of Aviation and Transit

I. The following policy was developed to direct ARFF/Airfield Operations employees in regard to Division standby and pager requirements.

II. Standby requirements will be as follows:

1. Employees who are assigned to be on standby will be issued an electronic paging device and are required to remain available at all times, while off regular duty, and for call-outs.

A standby schedule listing employee names and associated hours of standby duty will be posted.

Additional personnel may be placed on standby as determined necessary by Airport Management.

2. Call-outs are used to manage ALL:

- Snow Removal Operations
- ARFF Emergencies
- FAR Part 139 Violations – Airfield
- FAR Part 107 Violations – Security
- Other conditions/circumstances deemed urgent by Airport Management which are necessary for the safe operation of the Airport.

3. Upon activation of the pager tone, employees must acknowledge the page by calling Airfield Operations on the telephone at 657-8496, or on AIR 1 (800 MHz Radio) within fifteen (15) minutes to receive instructions.

After receiving instructions from a supervisor, or his/her designate to report to work, the employee shall respond to the Airfield Operations Building within one (1) hour.

If it is determined that not all of the employees on standby are needed at the time of the page, employees will be called out with regard to seniority and by function.

4. Standby pay shall be interrupted for all actual hours paid at the overtime rate. The overtime rate begins at the time the employee is notified and instructed to respond to work.
5. It is the responsibility of each employee using a pager to ensure that it is functioning properly at all times, and any problems associated with the paging system are immediately reported to the supervisor.
6. When it is determined that standby personnel are needed to respond, the ARFF/Airfield Operations employee on shift shall be responsible for the following:
 - Notification of the on-call supervisor prior to activating pagers.
 - Activating paging system.
 - Receiving call-backs from standby personnel on 657-8496.
 - Acknowledge response times of personnel called out.
7. Trading of standby shifts and requests for leave while on standby status must be approved by a supervisor.

ARFF/AFM DIVISION HOLIDAY PAY POLICY

January 4, 1995

DEPARTMENTAL ORDER
ORDER NUMBER 20

MEMORANDUM

TO: All ARFF/AFM Employees
FROM: Thomas H. Binford, A.A.E., Assistant Director of Aviation
SUBJECT: **ARFF/AFM DIVISION HOLIDAY PAY POLICY**
CANCELLATION NO: None
EFFECTIVE DATE: November 2, 1994
APPROVED BY: J. Bruce Putnam, A.A.E., Director of Aviation and Transit

- I. The following policy was developed to clarify how overtime is paid for holidays.
- II. ARFF/AFM Division Employee's customary work shift is recognized as eight (8) hours.
- III. As per Section 8.4,F of the Teamster Contract, employees working a five (5) day, eight (8) hour shift, and not required to work the holiday, shall receive forty (40) hours pay for thirty-two (32) hours work and any work over 32 hours shall be considered overtime. Employees working shifts greater than eight (8) hours will be treated in a like manner.
- IV. An employee working forty (40) hours in a week and a holiday falls on one of the employee's scheduled days off, that employee shall receive a maximum of eight (8) hours overtime for the holiday.

This policy has been reviewed and approved by the City Human Resources Director. Should you have questions concerning this Departmental Order, please see the Airfield Maintenance Supervisor.

cc: Departmental Orders
Chrono
Office Binder
T. Binford
B. Putnam
K. Annin
C. DeVeau

LETTER OF UNDERSTANDING

Effective: November 13, 2001

The City of Billings Aviation and Transit Department and the Teamster's Local Union #190 have agreed to the following:

- In order to maintain consistent and efficient operations during snow removal, the Aviation and Transit Department, ARFF/AFM Division may deviate from the seniority language in Article 2, Section 2.1 (H) of the present Agreement, effective July 1, 2001- June 30, 2004.
- The intent of this Letter of Understanding is to allow the scheduling of snow removal crews in a manner that maintains consistency with regard to assigned functions (ARFF or AFM work groups) and work shifts. Every effort will be made to limit short turn-a-round shifts and movement between morning and nighttime shift rotations.
- During all other overtime conditions, the ARFF/AFM Division will adhere to the present labor Agreement when assigning overtime.
- The Union and/or the City of Billings Aviation and Transit Department retains the right to cancel this Letter of Understanding at any time that (1) the provisions of this Letter no longer provide operational benefit, or (2) the union feels that the City is not complying with the intent of the Agreement.

In witness whereof, said parties of this Letter of Understanding have hereunto set their hands and seals this the _____ day of _____, 2001.

Dennis M. Taylor, City Administrator
CITY OF BILLINGS

Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

DATE

DATE



CITY OF BILLINGS

OFFICE OF CITY ADMINISTRATOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8433
FAX (406) 657-8390



MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to clarify Article 6.6, Breaks, as related to the City-County 9-1-1 Center. Both parties recognize that the work load of the 9-1-1 Center is very unpredictable and is driven by the public safety needs of the community. Therefore, as applied to the Center, the parties agree that the long-standing practice of allowing employees to take their breaks only when there is minimal impact to the operational requirements of 9-1-1 and the public safety dispatch services shall continue. Center employees shall be allowed a total of 30 minutes per 8 hour work shift, or 45 minutes for shifts over 11 hours, which may be taken in whatever increments the employee chooses so long as the 9-1-1 Center operation and efficiency is not affected.

In witness whereof, said parties of this Memorandum of Understanding have hereunto set their hands and seals this the 31st day of May, 2007.

Christina F. Volek
CITY OF BILLINGS

5/31/07
DATE

Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

5/31/2007
DATE

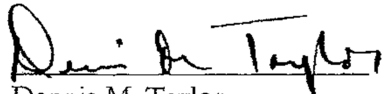
Billings Pride
City-wide

MEMORANDUM OF UNDERSTANDING

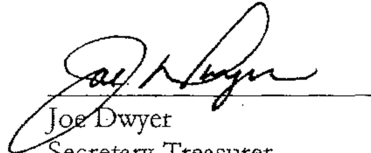
The City of Billings and Teamsters Local 190 enter into this Memorandum of Understanding regarding Article 5.5 Administrative Review Process of the Agreement between the City of Billings and Teamsters Local 190 as follows:

The decision of the Administrative Review Board, formed under Article 5.5 of the Agreement, shall be binding on both parties in the settlement of non-grievable disputes submitted to it.

Dated this 29th day of July, 2002



Dennis M. Taylor
City Administrator
City of Billings



Joe Dwyer
Secretary-Treasurer
Teamsters Local 190

This Memorandum of
Understanding is DELETED
from the agreement



CITY OF BILLINGS
OFFICE OF CITY ADMINISTRATOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8433
FAX (406) 657-8390



Memorandum of Understanding

City Ordinance Safety Issues

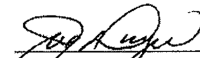
No later than 45 days from the ratification of the Collective Bargaining Agreement, the City agrees that employees will not be required to pick up yard rubbish in violation of City Ordinance, except in cases of emergency. The Union acknowledges that situations may arise in city parks or city streets that may require the removal of rubbish that is in violation of the City Ordinance and the City recognizes their obligation to authorize the necessary manpower and equipment to safely remove the rubbish in question.

Further, by October 1, 2007 a process will be developed with input from the union to develop a process to report safety issues to a City designated Safety Officer.

In witness whereof, said parties of the Memorandum of Understanding have hereunto set their hands and seals this the 28 day of June, 2007.


Christina F. Volek
CITY OF BILLINGS

6/28/07
DATE


Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

6/28/07
DATE



MEMORANDUM OF UNDERSTANDING

The City of Billings and the Teamster's Local Union #190 have during the 2010 collective bargaining process have agreed to the following:

- Upon ratification of the new collective bargaining agreement the City and Union agree that up to two Mechanic IIs in the Motor Pool will be paid at Range 180 rather than 176 at his/her corresponding step for all time he/she are performing work on Fire Engines, Ladder Trucks, Brush Trucks and QRV's.
- The pay differential excludes work on the above mentioned equipment such as chassis work, chassis lighting, engine repair, oil changes, suspension systems and general power train maintenance.
- Individuals performing this work will also be responsible to inspect work done by others
- Range 180 assignments will be determined by seniority subject to availability among qualified (EVT 1 certified) individuals.
- This range modification is solely for purpose of evaluating the time required to adequately maintain the equipment, and pay issues beyond the end of this contract will be subject to future bargaining.
- The pay differential is retroactive for work preformed as outlined above to July 1, 2010.
- This Memorandum of Understanding terminates June 30, 2013.
- The City agrees to meet before June 15, of each year of the agreement to review and discuss the hours being worked by the individual covered by this MOU to determine if the individuals should be paid at Grade 180 on a fulltime basis.

Christina F. Volek, City Administrator
CITY OF BILLINGS

Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

DATE

DATE

Memorandum of Understanding
Public Works Department – Street Traffic Division, 4-Ten Hr. Shifts

- Employees will work 4 – 10 hour shifts from Monday through Thursday each week.
- A minimum of two teamster employees would be required to work 5 days per week, Monday thru Friday, 8 hours per day during the four – ten hour shift season.
 - These employees shall be approved by the Street/Traffic Division Manager.
 - These employees will be required to remain on the 5-day schedule, 8 hours per day unless a change is approved by the Street/Traffic Division Manager.
 - Only one of these employees will be allowed to be off work on Fridays at one time to insure that at least one employee is always working during the four – ten hour shift season.
 - In the event that one of these employees is not working, a supervisor will be allowed to perform work normally performed by a teamster employee for the time period the other employee is not at work. This will always insure a two-man crew.
- The 4-10 hour shifts will be effective from May 1 of each year to Sept 15 of each year.
- This MOU expires June 30, 2013.

Christina F. Volek
City Administrator
City of Billings

Joe Dwyer
Secretary-Treasurer
Teamsters, Local 190

Date

Date

~~Memorandum of Understanding
Public Works Department – Street Traffic Division
Electrician III Clarification~~

~~The positions of the two Electrician III's that work on signals (currently held by Steve Ness and David Siljestrom) and the one Electrician III (currently held by Jim Peters, Jr.) shall work 5 days per week, 8 hours per day throughout the entire year.~~

- ~~o A minimum of one of these three employees will be on duty during all working hours.~~
- ~~o The position currently held by John Strub will work 5 -- eight hour days and will be allowed to perform work normally performed by a teamster employee for signal and electrical work to fill out a two man work crew if a Teamster is not on shift.~~
- ~~o The Electrician III's will be cross trained in both traffic signal work and street light work.~~
- ~~o This MOU expires June 30, 2013.~~

_____ Christina F. Volek City Administrator City of Billings	_____ Joe Dwyer Secretary-Treasurer Teamsters, Local 190
---	---

_____ Date	_____ Date
---------------------------	---------------------------

Memorandum of Understanding
Public Works Department – Treatment Plant Technicians

- The Technician IIA position will be renamed to a Technician III. The job description will remain the same except for changing the title from a Technician IIA to a Technician III and it will remain at the same grade of 181. Any employee currently classified as a Technician IIA will now be a Technician III.
- The Technician I will be paid at grade 156 for years 1 and 2 (no change).
- Beginning the third year, Technician I's will move to a new grade for Technician 2 of 171 (more than half way between a Technician I and the current Technician IIA).
- Once the Treatment Technician has completed the City's maintenance certification and completes four years of experience at the respective City of Billings facility, they will be promoted to a Technician III at grade 181 (same grade as a current Tech IIA).
- All existing employees in the Technician I classification as of July 1, 2011 will be addressed as per the attached table.
- All new employees hired as a Technician I or Technician II shall complete the steps required by the city for operator certification within one year from the date of hire and maintenance certification within four years from the date of hire.
- Both parties recognize that Water Treatment Technicians and Wastewater Treatment Technicians jobs are not interchangeable. The range placement table will be changed to reflect Water Treatment Plant Technicians I, II and III and Wastewater Treatment Technicians I, II and III at the grades discussed here. The job descriptions will be adjusted to reflect this change.
- All other practices and requirements regarding the Technicians remain the same.
- Any non-probationary employee that is currently classified as a Technician II as of July 1, 2011 will be grandfathered and will be at grade 179 (current grade for a Technician II). It is our understanding that this affects four employees at the wastewater treatment plant and no employees at the water treatment plant. There is only one probationary Technician I as of July 1, 2011, Ronald Hull at the Water Treatment Plant, and he will be required to complete the maintenance

certification. Existing Technician II's are eligible to become Technician III's upon completion of the maintenance certification and four years of experience.

- With these changes, the Technician IA classification will no longer be needed.
- This applies to both water and wastewater and will be effective July 1, 2011.

Christina F. Volek Date
City Administrator
City of Billings

Joe Dwyer Date
Secretary-Treasurer
Teamsters, Local 190

7/1/13 changed Table

Teamsters Range Placement Table

July, 2013

Range		Step A	Step B	Step C	Step D	Step E	Step F	Step G
101	Library Svcs Spec I (Formerly Library Page)	8.63	9.06	9.53	9.99	10.49	11.02	11.57
115	Parking Garage Attendant	9.93	10.42	10.93	11.49	12.04	12.67	13.27
130	Facilities Maintenance Support I	11.42	11.98	12.60	13.20	13.88	14.58	15.30
C30	Library Svcs Spec II Parking Enforcement Officer Parking Garage Attend./Acct. Clerk I Stores Clerk	11.50	12.07	12.69	13.33	13.96	14.66	15.40
135	Emergency Services Operator (Training) Library Svcs Spec III	12.08	12.69	13.33	13.98	14.68	15.41	16.18
139	Parking Meter Collection/Maint. Wrkr	12.49	13.11	13.78	14.47	15.18	15.95	16.75
C39	Account Clerk II Account Clerk II/Courier Administrative Support I Building Permit Technician Courtroom Collections Clerk Library Svcs Spec IV Municipal Court Bailiff/Clerk Permit Clerk Police Support Specialist	12.58	13.19	13.86	14.54	15.27	16.03	16.83
140	Lead Facilities Maintenance Support I	12.62	13.24	13.90	14.60	15.32	16.08	16.89
147	Transit Service Worker Vehicle Service Technician	13.52	14.21	14.90	15.65	16.43	17.25	18.11
C47	Emergency Services Operator Inventory Control Specialist Transit Services Dispatcher	13.58	14.27	15.00	15.73	16.52	17.37	18.23
C52	Emergency Serv Disp I	14.28	15.01	15.74	16.53	17.39	18.24	19.14
154	Animal Control Officer Facilities Maintenance Support II Landfill Attendant Maintenance Worker	14.50	15.22	15.99	16.78	17.61	18.50	19.43
C54	Crime Analyst Identification Technician Property/Evidence Technician Senior Account Clerk	14.58	15.30	16.06	16.87	17.72	18.60	19.52
156	Electrician I Field Service Representative Mechanic I Meter Maintenance Representative Water Treatment Plant Tech I	14.79	15.53	16.32	17.13	17.97	18.87	19.81
157	Laboratory Technician On Call Transit/Paratransit Opr Transit/Paratransit Operator	14.92	15.68	16.46	17.27	18.14	19.07	20.00
158	Treatment Plant Tech I-A-B	15.07	15.82	16.63	17.46	18.33	19.25	20.23
159	Senior Animal Control Officer	15.22	15.98	16.77	17.62	18.50	19.43	20.39
C59	Emergency Serv Disp II	15.31	16.07	16.88	17.73	18.61	19.53	20.52
161	Equipment Operator/Mtc. Worker Parks Maintenance Mechanic Sign Fabricator/Equipment Opr	15.55	16.33	17.14	17.98	18.90	19.83	20.83
C61	Code Enforcement Clerk Planning Clerk	15.63	16.40	17.21	18.08	18.98	19.94	20.92
162	Drafting Technician	15.69	16.48	17.31	18.19	19.08	20.04	21.03
C69	Emergency Serv Disp III	16.90	17.75	18.63	19.57	20.54	21.58	22.67
171	Library Technician	17.17	18.03	18.93	19.87	20.86	21.91	23.01
175	ARFF/Airfield Maintenance Worker Senior Equipment Operator/Mtc. Wrkr AFM Worker/Mechanic I	17.86	18.76	19.71	20.69	21.71	22.79	23.93
176	Electrician II Facilities Maintenance Mechanic Mechanic II	18.04	18.94	19.89	20.89	21.92	23.04	24.18
177	Airport Police Officer Arborist Librarian	18.23	19.13	20.10	21.11	22.15	23.25	24.42
178	Combination Inspector II	18.41	19.32	20.30	21.31	22.37	23.50	24.67
179	Wastewater Treatment Plant Tech II >2 yrs Water Treatment Plant Tech II >2 yrs	18.59	19.52	20.49	21.52	22.61	23.72	24.91
180	ARFF/Airfield Maintenance Mechanic	18.77	19.72	20.70	21.73	22.83	23.96	25.17
181	Electrician III Water Treatment Plant Tech III Wastewater Treatment Plant Tech III	18.97	19.92	20.91	21.96	23.06	24.20	25.41
185	Combination Inspector III Lead Airfield Maint. Worker Mechanic	19.74	20.72	21.76	22.85	23.99	25.19	26.46
186	Lead Building Maintenance Mechanic	19.94	20.92	21.98	23.07	24.24	25.44	26.70
195	ARFF/Electrician II	21.71	22.79	23.93	25.11	26.38	27.69	29.09

TEAMSTERS' 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 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.

For purposes of random drug testing, employees who are required to have Commercial Driver's Licenses are subject to the Commercial Driver's License (CDL) policy for the random drug testing , not this policy. MET Transit drivers are subject to the Federal Transportation Administration (FTA) policy for random drug testing, not this policy. CDL employees and MET transit drivers are also subject to the reasonable suspicion and other directives, restrictions, and prohibitions that are set forth in this policy.

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 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 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:

- 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.

EMPLOYEES SUBJECT TO THIS POLICY

- A. 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, position affecting public safety, or fiduciary position are subject to Random Drug Testing. All part-time, full-time, and seasonal employees of the City of Billings are subject to Reasonable Suspicion Drug Testing.
- B. Prospective job applicants are subject to pre-employment testing and a positive test will result in the prospective employee not being hired. .

ROLES AND RESPONSIBILITIES:

A. Employees are prohibited from:

- 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.
- Use of, consumption of, distribution of, or possession of alcoholic beverages and illegal drugs by employees are prohibited in City worksites and at all times whether on duty or off duty. The term “worksite” includes City vehicles and private vehicles while being used by employees in the performance of their duties.
- 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 or others at work, or the City’s regard of reputation in the community. This includes reporting to duty while under the influence of illegal drugs.
- Use of alcohol off duty that adversely affects the employee’s work performance, the safety of the employee or others at work, or the City’s regard or reputation in the community. This includes reporting to duty while under the influence of alcohol.

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

C. Supervisors are required to:

1. attend training sessions on alcohol misuse, controlled substance misuse, and the illegal use of drugs in the workplace when offered;
2. when reasonable suspicion is confirmed, initiate an alcohol/drug test as described in this policy;
3. refer employees to the City’s designated Substance Abuse Professional (SAP) under appropriate conditions for assistance in obtaining counseling and rehabilitation upon a finding of alcohol abuse, use of controlled substances or illegal use of legal drugs;
4. initiate appropriate disciplinary action upon a finding of alcohol use, controlled substance use, and/or the illegal use of legal drugs;

5. in conjunction with Human Resources, assist higher-level supervisors and 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; and
6. ensure confidentiality of all information regarding employee testing, disciplinary action and rehabilitation.

D. Human Resources shall:

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 Teamster's Collective Bargaining Agreement.

PROCEDURES

Based on the Alcohol and Drug-Free Workplace Policy adopted by the City Council on _____, the following procedures are hereby adopted by Administrative Order _____. Changes to the policy or procedures that affect Teamsters employees will be bargained with that organization.

I. EMPLOYEE ASSISTANCE PROGRAM

- A. Any employee needing help in dealing with drug or alcohol problems is encouraged to use the City's Employee Assistance Program (EAP) and the benefits available through the City's medical plan. Additional information regarding the City's EAP available in Human Resource's Policy Manual-Employee Assistance Program Policy. Employees who have questions or need more detailed information should contact Human Resources. The City EAP plays an important role in preventing and resolving problem alcohol and drug use by:
1. Providing confidential counseling and assistance to employees and their qualifying family members who self-refer for treatment or whose tests have been verified positive and monitoring the employee's progress through treatment and rehabilitation;
 2. Providing educational materials and training to employees on alcohol & drug use issues;
 3. Ensuring the confidentiality of test results and related medical treatment and rehabilitation records, which they maintain.
- B. The EAP will not be involved in the collection of test samples or the initial reporting of test results. The City's designated testing professional will be responsible for such testing.

II. SAFE HARBOR REFERRAL

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

1. Voluntarily identifies him/herself to Human Resources as an abuser of alcohol and/or illegal drugs and/or as someone who misuses prescription drugs, as they apply to this policy, prior to being identified through other means, such as reasonable suspicion, or prior to being asked to provide a urine and/or breath sample for testing;
 2. Obtains evaluation, counseling or rehabilitation from an approved facility; and
 3. Thereafter refrains from using controlled substances or misusing prescription drugs and/or alcohol. The employee may be subject to a return-to-work agreement.
- 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. Since the key to this provision's rehabilitative effectiveness is an employee's willingness to admit the problem, this provision is not available to an employee who requests protection under this provision after:
1. Being identified through other means; or
 2. Being asked to provide a urine sample for testing; or
 3. Having a verified positive test result for alcohol and/or controlled substances pursuant to this policy.
- C. Drug or alcohol related incidents that are subject to discipline and occurred prior to seeking Safe Harbor are not covered by Safe Harbor protections.

III. ALCOHOL, CONTROLLED SUBSTANCE AND/OR DRUG MISUSE

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

- A. Employees are prohibited from consuming alcohol or controlled substances or engaging in the illegal use of drugs while on duty, during an approved activity such as training, or while on standby.

- B. Employees are prohibited from reporting to work or to a City approved, work-related activity under the influence of alcohol or drugs.
- C. Employees are prohibited from reporting to work or to a City approved activity exhibiting signs of having consumed alcohol (such as the odor of alcohol on the breath) or controlled substances, or of engaging in the illegal use of drugs.
- D. This policy includes unanticipated call-out situations. If an employee cannot meet the requirements of call-out, it is his or her responsibility to tell a supervisor or person initiating the request to return to work that he/she cannot report to work. He/she shall suffer no reprisals for doing so.
- 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 this 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 supervisor, 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.

IV. TYPES OF TESTING

A. Reasonable Suspicion Testing

1. All employees will be tested for alcohol and/or controlled substances when there is reasonable suspicion of on-duty use or impairment. Reasonable suspicion testing may be based on, but not limited to:
 - a. observable phenomena, including but not limited to direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol such as the odor of alcohol on the;
 - b. a pattern of abnormal conduct or erratic behavior;
 - c. conviction for a drug or alcohol-related offense. An employee will be tested only once for this conviction upon return to work.
 - d. evidence that the employee has tampered with a previous alcohol or drug test.
2. Although reasonable suspicion testing does not require certainty, mere hunches alone are not sufficient to meet the standard for a test.
3. If an employee is suspected of using or being impaired by alcohol, controlled substances or illegal drugs in violation of this policy, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion and will present those for concurrence with another supervisor, up to and including the department head, if possible. The immediate supervisor, division head or department head will report the suspicion to Human Resources for further action if it is during the regular office hours of Human Resources.
4. The employee shall remain on duty, but shall not be allowed to operate a vehicle or perform job functions until the circumstances are evaluated.

5. Employees who are subject to reasonable suspicion testing shall be transported to and from the collection facility identified by the City as an appropriate collection site.

After hours, when Human Resources is unavailable, the employee will be transported to a designated testing facility.

6. Testing will be conducted in compliance with the selected collection site's protocols.

7. The employee's division manager will, within 48 hours, prepare a written report on a Reasonable Suspicion Incident Record (attached), detailing the circumstances that formed the basis to warrant the testing. This report should include the appropriate dates and times of reported alcohol or drug-related incidents, reliable/credible sources of information, rationale leading to the test and the action taken. All documentation related to the determination shall be forwarded to Human Resources.

B. Post-Incident Testing

1. Employees involved in critical incidents, on-the-job accidents, or who engage in unsafe on-duty job-related activities that pose a danger to themselves or others or the overall operation of the City shall be subject to testing. If the employee's act, or failure to act, results in:
 - a. Death; or
 - b. Personal injury requiring immediate emergency room or urgent care center treatment; or
 - c. Damage to government or private property estimated in excess of \$1,500; or
 - d. At the request of the employee.
2. An employee subject to post-incident testing shall remain immediately available for up to two (2) hours for such testing, or the City may consider the employee to have refused to submit to testing.
 - a. If there were extenuating circumstances that kept the employee from submitting to a test within 2 hours after the incident, Human Resources shall evaluate those circumstances and

make the final determination as to whether or not it will be deemed a refusal.

- b. An employee subject to post-incident testing shall not consume alcohol or drugs, either legal or illegal, prior to the testing. Exceptions may be made for previously prescribed maintenance medications and/or medications administered to treat any personal injury.
3. If a test under this provision is not administered within two (2) hours of the occurrence, the supervisor shall document the reason(s) why it was not promptly administered. If more than eight (8) hours pass, then no alcohol test will be administered. If more than thirty-two (32) hours pass, no drug test shall be administered. If either test is not completed, Human Resources shall document the reason(s) why.

C. Random Testing

1. Random testing for alcohol and/or controlled substances will be conducted on all employees before, during or after their scheduled shift.
2. Random tests will be unannounced and will occur throughout the calendar year.
3. The random selectees will be notified by a designated human resources representative using a lottery system conducted by an outside agency. The Random, the CDL, and the FTA testing will be conducted by the same agency. To ensure that all employees who have been designated for testing have an equal chance of being randomly tested, a scientifically valid 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.

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

1. The City will test for the following substances:

- (a) Alcohol;
- (b) Marijuana;
- (c) Cocaine;
- (d) Amphetamines;
- (e) Opiates; and
- (f) Phencyclidine (PCP).

2. The following cutoff concentration shall be applicable to determine whether specimens 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).

Type of drug or metabolite	Initial test (ng/mL)	Confirmation test (ng/mL)
(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 ¹		250
(5) Opiate metabolites	2000	

(i) Codeine		2000
(ii) Morphine		2000
(iii) 6-acetylmorphine (6-AM) ²		10
(iv) MDMA ⁶	500	250

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

² 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.

⁶ Methylenedioxymethamphetamine (MDMA).

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

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

V. TEST PROCEDURES

- A. Drug testing will be done by the split sample method. Testing services shall be provided by a designated contractor at a designated collection site with collection personnel trained in accordance with U.S. Department of Health and Human Services (DHHS) standards and analyzed by an independent DHHS certified lab. The personnel involved in testing and processing results are not employees of the City.
- B. Employees subject to testing shall comply with all requirements of the testing process and personnel. Employees will complete all requirements of initial and follow-up tests. Failure to do so will result in termination of employment.
- C. Procedures for Alcohol Testing
 1. All alcohol tests will be by breath testing only.

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

3. Initial breath alcohol testing.
 - a. Initial breath alcohol testing is performed by a Breath Alcohol Technician (BAT) who is employed by the collection facility and who is trained in the operation of an evidential breath testing device (EBT) as approved by the National Highway Traffic Safety Administration (NHTSA).
 - b. The employee will receive instructions such as 'blow with a strong continuous breath until advised to stop.'
 - c. If the result of the initial breath test is an alcohol concentration of .02 or greater, a confirmatory test shall be conducted.

4. Confirmation or verification alcohol breath testing
 - a. Confirmation/verification tests shall only be conducted by a Breath Alcohol Technician who is employed by the collection facility.
 - b. The confirmatory test may be conducted on the same EBT as the initial test.
 - c. Before the confirmatory test is given, the employee shall be observed for 20 minutes prior to testing and shall be instructed not to eat, drink, or place anything in his/her mouth until the conclusion of the breath test.
 - d. The employee will receive instructions such as 'blow with a strong continuous breath 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.
3. In addition to the procedures listed under Random Testing, the procedure will include direct inspection of the employee with shirt lifted and trousers lowered.
4. Collection site personnel will directly observe the urine leaving the body and entering the collection container.

B. Specimen Temperature Outside of Range

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

C. Dilute Sample

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

2. If the MRO notifies the City that an employee's test was negative and dilute, and there is no acceptable medical explanation, the following procedures will be followed. If the employee declines to complete or does not complete these procedures, it will be treated as a refusal.
 - a. If the creatinine concentration of the dilute specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL, another sample will be collected under 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 escorted by a supervisor immediately to the collection site.
 - (3) The employee will be directed not to ingest anything until after the test is 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 2nd 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.

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) If the medical evaluation reveals no clinical evidence of controlled substance use or illegal use of drugs, the test result shall be negative.
 - (2) If the medical evaluation reveals clinical evidence of controlled substance use or illegal use of legal drugs, the test result shall be cancelled. (Because this is a 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).
- d. If the evaluation determines that there is not an adequate basis for determining that a 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 refusal.

VII. TEST REFUSAL

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

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

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

VIII. DEFERRAL OF TESTING

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

1. In a leave status (sick, annual, administrative or leave without pay);
or

2. In official travel status away from the test site or imminently embarking on official travel scheduled prior to testing notification.

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.

IX. POSITIVE TEST RESULT PROCEDURE

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

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

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

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

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

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

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

X. FINDINGS AND ADMINISTRATIVE DISCIPLINARY ACTION

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

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

2. Evidence obtained from an arrest or criminal conviction for a drug or alcohol related offense; or
3. A verified positive test result; or
4. An employee's voluntary admission, unless the employee is meeting the requirements as outlined under the Safe Harbor Referral; or
5. Test refusal.

B. An employee who is found to be in actual and illegal possession of a controlled substance, illegally used drug, and/or related paraphernalia while on duty and in or at any City-owned facility, City-owned property, City-approved activity, or City-owned vehicle, will be investigated and will be subject to termination. He/she may be prosecuted under the applicable state or federal law (refer to Federal Controlled Substances Act Title 21 United States Code, Offenses Involving Dangerous Drugs Title 45 Chapter 9 Montana Code Annotated, 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.
 - c. The employee remains responsible for successful completion of the SAP designated treatment program, and assertions regarding the effectiveness of a program shall not constitute either an 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.
4. The City may initiate action to terminate an employee for refusing to obtain and complete counseling or rehabilitation through an SAP or a state licensed facility as recommended by SAP.
 5. The employee must have a negative test result before returning to work.
 6. The employee shall be subject to a return-to-duty agreement.
 7. 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.

D. Effects of Positive Alcohol Testing Results

1. When an employee is found to be in violation of the alcohol provisions of this policy, he or she shall 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. If the employee is retained, the SAP's recommended rehabilitation 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 to complete rehabilitation until such leave is exhausted at which time the employee may be allowed to go on unpaid leave.
 - c. The employee remains responsible for successful completion of a treatment program, and assertions regarding the effectiveness of a program shall not constitute either an 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.

- B. In order to efficiently implement this requirement and to make information readily retrievable, Human Resources shall maintain all records relating to testing, suspicion of tampering, and any other authorized documentation necessary to implement this policy. Such information shall remain confidential, with only authorized individuals who have a need-to-know having access to them.

- C. The results of a test of an employee for alcohol, controlled substances, or illegally used drugs along with all information, interviews, reports, statements, and memoranda will not be disclosed to an outside entity without the prior written consent of such employee, unless the disclosure is:
 - 1. to the tested employee;

 - 2. to the MRO;

 - 3. to the SAP in which the employee is receiving counseling or treatment or is otherwise participating;

 - 4. to the Human Resources Director, the Department Director, and the City Administrator, the Assistant City Administrator or people with the legal right to access;

 - 5. pursuant to the order of a court of competent jurisdiction or where required by the Department to defend against any challenges of adverse personnel action by the City;

 - 6. report information that is required by law to be reported to a state or federal licensing authority in response to inquiries relating to a workplace accident involving death, physical injury, or property damage in excess of \$1,500 when there is reason to believe that the tested employee may have caused or contributed to the accident.

- 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

- A. Department Educational Program: Annually, employees will be provided with information regarding controlled substances, alcohol, and illegal use of drugs. All supervisors shall receive training in compliance with 49 CFR 382.603.
- B. Notification of Conviction: Any employee who is convicted of a criminal drug or alcohol related violation must notify the City within five (5) calendar days of the conviction. A conviction, a plea 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 employee or prospective employee will be given the opportunity to provide notification to the Medical Review Officer of any medical information that is relevant to interpreting test results, including information concerning currently or recently used prescription or nonprescription drugs. The employer is also required to obtain an additional test of the split sample by an independent laboratory selected by the person

tested at the request of the employee. (See Section XI.) The employee must be provided the opportunity to rebut or explain the results of any test.

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

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

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

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

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

XIII. RESERVATIONS

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

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

XIV. POLICY AND PROCEDURE DEFINITIONS

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

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

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

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.

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

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 that produces a measured outcome.

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 sample to be analyzed for the presence of alcohol.

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 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.

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 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 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.

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 drug or alcohol statutes.

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

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

Direct observation – means an employee being directly observed while providing a urine sample. The 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.

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, position affecting public safety, or fiduciary position. It does not include an independent contractor. The term includes an elected official.

Employee Assistance Program (EAP) – means a contract-based counseling program that offers 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.

Employer – means the City of Billings.

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 and

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.

Split specimen – means, in drug testing, a part of the urine specimen that is sent to a first laboratory and 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.

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

Supervisor – means a non-bargaining employee who exercises supervision of one or more employees.

Unannounced test – means a test for alcohol, control substances, and/or illegally used drugs previously 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.

Under the Influence/Impaired – When an employee is affected by a drug or alcohol or a combination of a drug and alcohol. The symptoms of influence and/or impairment are not confirmed to those consistent with misbehavior, or to obvious impairment of a physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of use, influence, and/or impairment can be established by a 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.

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

Verified Positive Test Result for Drugs – means a test result that was positive for a controlled substance or 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.

REFERENCES:

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

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

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

Offenses Involving Dangerous Drugs and Procedural Provisions
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)

Regular City Council Meeting

Meeting Date: 11/18/2013

TITLE: Cost of Living Adjustment for Non-Represented Employees

PRESENTED BY: Tina Volek, City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

All three of the union contracts are expected to be approved by Council by Nov. 18, with each union member receiving a 2.9% cost of living adjustment for each of the next two years.

The City's 221 non-represented employees provide supervision or highly sensitive work for the City departments. A 2.9% COLA would maintain parity between the non-represented employees and their fellow employees.

ALTERNATIVES ANALYZED

The Council may:

- Approve a 2.9% COLA for non-represented employees for FY14 and FY15, with the increase being retroactive to July 1, 2013;
- Postpone action to obtain additional information; or
- Adopt a different COLA for non-represented employees.

FINANCIAL IMPACT

The cost of a 2.9% COLA for non-represented employees would be \$472,700 in FY14 and \$484,990 for FY15. The increases will come from existing budgets or reserves. Use of reserves will require budget amendments for the departments involved to be approved by the Council in the future.

RECOMMENDATION

Staff recommends the approval of a 2.9% COLA for non-represented employees each year for FY14 and FY15, with the raise being retroactive to July 1, 2013, for FY14.

APPROVED BY CITY ADMINISTRATOR

Attachments

No file(s) attached.
