

REVISED as of 6/21/2017
Item 6 added
CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

“THE MAGIC CITY: A DIVERSE, WELCOMING COMMUNITY WHERE PEOPLE PROSPER AND BUSINESS SUCCEEDS.”

AGENDA

COUNCIL CHAMBERS

June 26, 2017

6:30 P.M.

CALL TO ORDER: Mayor Hanel

PLEDGE OF ALLEGIANCE: Mayor Hanel

INVOCATION: Councilmember Brewster

ROLL CALL: Councilmembers present on roll call were:

MINUTES: June 12, 2017

COURTESIES:

- Citizen Recognition
- Volunteer Patrol Unit Recognition

PROCLAMATIONS:

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1, 4, 5 and 6 ONLY.

Speaker sign-in required. (Comments offered here are limited to one (1) minute for one item, or three (3) minutes for multiple items. Please sign in at the cart located at the back of the council chambers or at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda.)

1. **CONSENT AGENDA** -- Separations:
 - A. **Bid Awards:**
 1. **Airport Terminal Building's Various Areas Roofing Replacements.** (Opened 6/13/2017) Recommend Empire Roofing, Inc.; \$193,317.
 2. **Airport Terminal and Operations Buildings Exterior Finish Insulation System (EFIS) Repair/Replacement.** (Opened 6/13/2017) Recommend rejecting all bids.
 3. **Phase 2: Restoration of City Parking Structures I, II, III - Waterproofing.** (Opened 06/13/2017) Recommend John Rohrer Contracting Company, Inc.; \$404,915.
 - B. **Landfill Use Agreement** with Yellowstone County; \$180,248 annual revenue for the Solid Waste Fund, \$9,012 in franchise fees for the General Fund in FY 2018.
 - C. **Memoranda of Understanding (MOU)** between the City of Billings and Billings Public Schools for school resource officers for the Career Center, Ben Steele Middle School, high schools and middle schools, in the amount of approximately \$542,587 (07/01/17 - 06/30/18).
 - D. **Approval** of Airport's updated Disadvantaged Business Enterprise (DBE) Program.
 - E. **Approval** of Downtown Tax Increment (TIF) funds to Bissinger, LLC, for remodeling of former Mintana Mills building at 2525 Minnesota Avenue; up to \$150,000.
 - F. **Approval** of Downtown Tax Increment (TIF) Fund grant to the Art House Cinema for Phase II improvements at 109 North 30th Street; up to \$350,000.
 - G. **Acknowledging Receipt of Petition to Annex #17-02:** a 5.4 acre parcel, generally located west of Hawthorne Lane and north of Kyhl Lane in the Billings Heights; Michael Sartorie, Petitioner, and setting a public hearing date for 07/10/17.
 - H. **Resolution** closing pooled sidewalk fund #8680, SID #1341 and pooled SID funds #8210, #8220, and #8320.
 - I. **Cancellation of Checks and Warrants.**

J. Bills and Payroll:

1. May 30, 2017

REGULAR AGENDA:

- 2. PUBLIC HEARING AND RESOLUTION** approving and adopting the 4th quarter budget amendments for Fiscal Year 2017. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 3. PUBLIC HEARING AND RESOLUTION** approving the sale of property located in the 1100 block of S. 27th Street. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 4. RECONSIDERATION OF RESOLUTION** approving and adopting water and wastewater rate and fee schedule effective July 1, 2017. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 5. RESOLUTION** allocating \$50,000 of Council Contingency Funds for the MSU-B Yellowstone Science and Allied Health Building renovation and expansion. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 6. AMENDMENT #1 TO MEMORANDUM OF UNDERSTANDING (MOU)** with MontDevCo and MontDevCo II, LLC, extending its termination date for One Big Sky Center project. 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 Denise R. Bohlman, City Clerk, at 657-8210.

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Approval of a Contract for Roofing Replacement for Various Terminal Building Areas

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

Included in the Airport's Capital Improvement Program is the replacement of the roofing for the Airport Terminal Building's Entrance Canopies, the Equipment Atrium area and the East Mechanical Room roofs. The existing roofing system typically has a service life of 15 to 20 years, and the Terminal Building's Equipment Atrium area, the East Mechanical Room, and the Entrance Canopies roofs are 25 years old. As this existing roofing material ages it loses its elasticity and begins to shrink, causing the roofing to pull away from the roof edges.

Subsequently, the seams in the middle of the roof will also begin to split open. This project will remove the old roofing and insulation and replace it with new roofing and insulation. This project was advertised in the *Yellowstone County News* on June 2 and 9, and posted on the City's Website. On June 13, 2017, one bid was received:

CONTRACTOR	BID
Empire Roofing, Inc.	\$193,317.00
Estimate	\$220,000.00

ALTERNATIVES ANALYZED

City Council may:

- Approve the award of the contract to replace the roofing in various areas of the Airport Terminal Building; or
- Decline the contract award, reject all bids, and delay the project.

FINANCIAL IMPACT

The total cost of this project is \$193,317. The funding source for this project is available in the Airport's Capital Fund.

RECOMMENDATION

Staff recommends the City Council approve the award of the contract to replace the roofing material for the Entrance Canopies, the East Mechanical Room, and Equipment Atrium areas of the Airport Terminal Building to the low bidder Empire Roofing, Inc., for the amount of \$193,317.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Rejection of Bids for Exterior Insulation Finish System (EIFS) Repair/Replacement Project for the Airport's Terminal and Operations Buildings

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

Included in the Airport's Capital Improvement Program is the Exterior Insulation Finish System (EIFS) Repair/Replacement Project for the Airport's Terminal and Operations Buildings.

EIFS is an exterior wall covering, also known as Dryvit, and consists of a layer of high density insulation adhered to a substrate and then surface coated with a colored layer of acrylic based Portland cement, which is troweled onto the the insulation board. The service life for the EIFS system is usually 10-15 years. The existing EIFS system is 25 years old and performed very well until last year when the exterior of the system showed signs of movement and cracking, caused by edges of the insulation telegraphing through the outer finish layer. The Airport had the EIFS at both buildings inspected, including test cores taken at several locations. These tests found the insulation board installed on the Operations Building had become detached from the substrate making the whole wall system unstable. Based on this information, the best way to proceed is to remove and replace the EIFS. The inspection of the Airport Terminal Building indicated some of the expansion joints in the EIFS were peeling away and needed to be replaced. Additionally, one of the walls needs to have the finish coat repaired and repainted.

This project was advertised in *The Billings Times* on May 25, and the *Yellowstone County News* on June 2 and 9, and was posted on the City's Website. The City received bids on June 13, 2017.

CONTRACTOR	BID
King Constructors	\$ 338,327.00
Permanent Exteriors INC	\$ 399,640.00
Estimate	\$ 300,000.00

Since both bids exceed the budget for this project, staff recommends that both bids be rejected, the project scope reevaluated and the project readvertised for bids at a later date.

ALTERNATIVES ANALYZED

City Council may:

- Reject both bids for the Exterior Insulation Finish System (EIFS) Repair/ Repair Project because they exceed the budgeted amount; or
- Provide staff with guidance on how to proceed.

FINANCIAL IMPACT

The total cost of this project exceeds the budgeted amount of \$300,000 in the Airport's Capital fund.

RECOMMENDATION

Staff recommends that the City Council reject all bids received for the EIFS Repair/Replacement Project for the Airport's Terminal and Operations Buildings, allow staff to reevaluate the scope of the project and re-bid the project at a later date.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Phase 2: Restoration of City Parking Structures I, II, III - Waterproofing

PRESENTED BY: Tracy Scott, Parking Manager

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

In 2014, Walker Restoration Consultants completed a condition appraisal audit for the City of Billings Parking Structures I, II and III. The audit identified the need for concrete repairs, concrete waterproofing and miscellaneous repairs in each garage. The structural repairs were divided into three phases: Concrete, Waterproofing, Mechanical/Electrical Systems/Miscellaneous Repair. Walker recommended focusing on the concrete and waterproofing repairs in order to minimize corrosion and future deterioration of garage structural components. Most of the concrete repair was completed in the fall of 2016. This year's schedule calls for waterproofing and some door replacement of the concrete parking structures. This project was advertised in the *Yellowstone County News* on May 11th and 18th, and was posted on the City's Website. The bids were opened on June 13, 2017.

ALTERNATIVES ANALYZED

City Council may:

- Approve the low bid and award a contract to John Rohrer Contracting Company, Inc., or;
- Reject all bids and provide additional guidance to staff.

FINANCIAL IMPACT

The 2017 Parking Fund Construction and Capital budget is \$422,125.00 to cover the waterproofing work on all three parking structures.

On Tuesday, June 13, 2017, the following bids were received:

CONTRACTOR	BID
John Rohrer Contracting Company, Inc.	\$404,915
Restocon Corporation	\$427,010

RECOMMENDATION

Staff recommends that the City Council award a contract for parking garage waterproofing with John Rohrer Contracting Company, Inc. for a total of \$404,915.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Landfill Use Agreement with Yellowstone County

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

The Billings Regional Landfill currently accepts waste from Yellowstone County. Disposal of waste picked up and hauled by private haulers is charged directly to those haulers. Yellowstone County is only charged for the estimated tonnage of self-haul residential waste. The agreement with Yellowstone County is for fiscal year 2018 and the dollar amount is based on the landfill fees approved by Council on June 12, 2017.

ALTERNATIVES ANALYZED

City Council may:

- Approve the landfill agreement with Yellowstone County, or;
- Disapprove the agreement. If Council does not approve the agreement, there would be a loss of revenue for the Solid Waste Fund.

FINANCIAL IMPACT

The landfill agreement will generate \$180,248 in revenue for the Solid Waste Fund, as well as \$9,012 in franchise fees for the General Fund in FY 2018.

RECOMMENDATION

Staff recommends that the City Council approve the one-year landfill agreement with Yellowstone County.

APPROVED BY CITY ADMINISTRATOR

Attachments

Agreement



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this 26th day of June 2017, by and between the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY" and the YELLOWSTONE COUNTY SOLID WASTE DISPOSAL DISTRICT, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, the DISTRICT and its residents are desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the DISTRICT and its residents use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **DEFINITIONS**

- a. Landfill – The term "Landfill" shall mean the Billings Regional Landfill situated in Yellowstone County, owned and operated by the City of Billings.
- b. Other Waste – The term "other waste" shall mean construction and demolition refuse, dead animals, non-processed tires, asbestos, and special waste such as contaminated soil, sludges, and treated timbers.
- c. Refuse – The term "refuse" shall mean all approved and permitted wastes that lawfully may be disposed of in the Landfill.
- d. Residential Municipal Solid Waste – The term "residential municipal solid waste" shall mean any refuse not falling under the definition of "Other Waste" and generated from or at a property used as a residential dwelling.

2. **TERM.** The term of this AGREEMENT shall be from July 1, 2017 through June 30, 2018. Either party may terminate this AGREEMENT at any time with or without cause, upon six months written notice to the other party. In the event of such termination, a pro rata payment shall be paid or refunded, depending on the termination date.

3. **USE OF FACILITIES.** The CITY will permit the DISTRICT and its residents to use its landfill facility for disposal of refuse generated within the area of the DISTRICT at such times as said landfill shall be open for disposal of refuse. The DISTRICT agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.

4. **PAYMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE.** For the period from July 1, 2017 through June 30, 2018, the DISTRICT agrees to pay the CITY the sum of one hundred eighty nine thousand two hundred sixty dollars (\$189,260.00) for residential municipal solid waste hauled by District residents from their primary residence. One half of this amount shall be paid semi-annually on or before July 1, 2017 and January 1, 2018.

DISTRICT residents will not be charged at the Landfill for residential municipal solid waste hauled by residential users for loads less than 1.5 yards or 700 pounds, but will be charged for other waste of any volume or weight.

5. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.



Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

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

CITY OF BILLINGS, MONTANA

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

By _____
THOMAS HANEL, MAYOR

JOHN OSTLUND, Chairman

DENIS PITMAN, Member

APPROVED AS TO FORM:

ROBYN DRISCOLL, Member

By _____
BRENT BROOKS, CITY Attorney

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Memorandums of Understanding for Career Center, Ben Steele Middle School, High School and Middle School Resource Officers (SROs)

PRESENTED BY: Rich St. John, Police Chief

Department: Police

PROBLEM/ISSUE STATEMENT

The City of Billings and the Billings Public Schools have enjoyed a 22 year history with the School Resource Officer (SRO) Program. The attached Memoranda of Understanding (MOU) make provisions for program objectives, guidelines, financial consideration and for terminating the agreements. The MOUs are for the period of July 1, 2017 to June 30, 2018. The SRO Program is a collaborative effort by certified law enforcement officers, educators, students, parents, and the community, to offer a liaison program in the schools to reduce crime, drug abuse, violence, and provide a safe school environment. The Program also provides networking, public relations, and relationship building among the City, Police Department, the School District and the community. City Council is being asked to approve the MOUs for the Career Center, Ben Steele Middle School, high schools and middle schools in the amount of \$305,683.

ALTERNATIVES ANALYZED

Council may:

- Approve the MOUs for the SRO Program; or
- Not approve the MOUs for the SRO Program. The effect would be that the City would have to supply the \$305,683 that the Billings Public Schools contributes to the program or modify/eliminate the program.

FINANCIAL IMPACT

The approximate total cost for the SRO positions is \$542,587. The Billings Public Schools provide a payment of \$305,683 (\$72,382 for the Career Center, \$56,820 for the middle schools and \$68,186 for the high schools) to help defray some of the salary and benefit costs for the six officers. The cost for a SRO at Ben Steele Middle School is \$72,382. Also added to the expense of an SRO at Ben Steele Middle School are one-time costs for a Patrol car in the amount of \$27,946 and \$7,967 for uniforms and equipment.

RECOMMENDATION

Staff recommends that the City Council approve the SRO Program Memoranda of Understanding with Billings Public Schools.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ben Steele MOU
High Schools

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM
AT BEN STEELE MIDDLE SCHOOL**

**CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS**

We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers to schools within the City of Billings. It is understood by all parties that officers are employees of the City of Billings Police Department.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this _____ day of _____, 2017 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some City of Billings and Billings School District variances, needs, and future changes. It is recognized that the School Resource Officer Program has enjoyed a Twenty-two (22) year history within the City of Billings, since a limited pilot project at Billings West High School was implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Billings Police Department School Resource Officers shall work in partnership with school officials toward this end. The schools will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the school. The Police Department will provide any required police equipment, including radios and motorized and non-motorized vehicles to the SROs.

MISSION STATEMENT - BILLINGS POLICE DEPARTMENT

The Billings Police Department is committed to improving the quality of life through a customer service, problem solving partnership with the community.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

**BILLINGS POLICE DEPARTMENT
SCHOOL RESOURCE OFFICER PROGRAM
PROGRAM OBJECTIVES**

1. Friendly contact between the Police Department and the City's youth.
2. Assistance and information sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding the role of laws, courts, and Police in society.
4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
7. Effective problem solving and liaison with neighborhoods surrounding the **middle schools**, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

- ◆ are encouraged to be a part of Student Council /Groups and School Staff when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole;
- ◆ are encouraged to work extra curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Police Department Supervisor and will be consistent with the FLSA and Police Union Contract. The SRO will not be used as a replacement officer for off-duty/special duty assignments. It will not relieve the School District of the need to provide adequate security at special events. All after hour work shall be approved by the SRO supervisor in advance;
- ◆ are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will not occur if the information is inappropriate for release according to the Montana Criminal Justice Information Act of 1979;
- ◆ are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department. As such, their primary responsibilities are to

investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, to recover stolen property, bring perpetrators to justice, and support the enforcement policies of the Billings Public Schools;

- ◆ are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant;

- ◆ are expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his representative informed about his/her absences and/or activities as appropriate on a need to know basis;

- ◆ are governed and covered by the current Collective Labor Agreement between City of Billings and the Montana Public Employees Association-Billings Police Unit;

- ◆ are considered by the City of Billings as “non-exempt” employees covered by the Fair Labor Standards Act and subject to it and the Police Union Contract for compensation and pay; Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Police Operations Commander;

- ◆ SROs, School Administration for the respective middle and/or high schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

SUMMARY OF SRO RESPONSIBILITIES

The SRO's primary responsibility is to maintain law and order in the schools and to insure that the students and faculty have a safe, secure and drug free educational environment. The SRO will be assigned in a full-time capacity and will be responsible for carrying his/her duties at all schools.

The SRO shall coordinate closely with the school Principals on all matters and obtain guidance as to actions that may or can be taken for non-criminal acts. The Principal has the primary responsibility for education and maintaining discipline at the school and the SRO is there to assist the Principal as he/she determines necessary.

The SRO shall be the designee of the Principals in maintaining the physical plant of the school to provide a safe environment as to law enforcement matters and school code violations. This includes but not limited to the building(s), ground(s), parking lot(s), locker(s) and other public school property.

The SRO shall be involved in school discipline and assist the superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school rules in order to maintain a safe learning environment. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will intervene and take students who violate the code of conduct to the principal where school discipline can be meted out.

The SRO shall act as and be considered a “school official” for searches and seizures based on reasonable suspicion as it pertains to New Jersey vs. TLO.

SELECTION AND FINANCIAL CONSIDERATION

One (1) officer will be selected by means of a joint selection committee, comprised of three (3) representatives from the Billings School District who will be appointed by the Superintendent of Schools and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While he will duly consider the Committee’s recommendations, selection of the School Resource Officer is within the sole discretion of the Chief of Police. One officer will be assigned to Ben Steele Middle School.

In return for services provided by the officer, the Billings School District will pay to the City of Billings the sum of One Hundred Eight Thousand Two Hundred Ninety-Five Dollars (\$108,295) by July 30, 2017, broken down as follows:

Police Interceptor	\$ 27,946
One time officer costs for uniforms and equipment	\$ 7,967
Salary and benefits for entry level officer for 12 months	<u>\$ 72,382</u>
Total	\$108,295

PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Billings Police Department and Billings Public Schools. The following areas, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.

- ◆ An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional police-citizen contacts (citations, arrests, FIRs, etc.).
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

The officer's effectiveness in the program will be evaluated at the end of each school term. The Principal will provide input into the evaluation. This may include a recommendation to the Chief that the officer not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2017, and shall remain in effect through June 30, 2018 unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by School District #2, then the full balance of the One Hundred Eight Thousand Two Hundred Ninety-Five Dollars (\$108,295) will be retained by the City of Billings in order to maintain the middle school SRO program. If the agreement is terminated by the City of Billings, then the pro-rated balance of the One Hundred Eight Thousand Two Hundred Ninety-Five Dollars (\$108,295) will be refunded to School District #2. The pro-rated balance will be based on the total number of school days for the 2017/2018 school year and the number of school days remaining after the date of termination of the agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents or waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to School District #2 at:

Superintendent, School District #2, Lincoln Center, 415 North 30th Street
Billings, MT 59101

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

Executed this ____ day of _____, 2017.

SCHOOL DISTRICT #2

Attest:

Kham Moua
Clerk

By: _____
Terry Nelsen Bouck
Superintendent

CITY OF BILLINGS

Attest:

City Clerk

By: _____
Mayor

Approved as to form:

City Attorney

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM
AT BILLINGS WEST, SENIOR AND SKYVIEW HIGH SCHOOLS**

**CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS**

We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers to schools within the City of Billings. It is understood by all parties that officers are employees of the City of Billings Police Department.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this _____ day of _____, 2017 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some City of Billings and Billings School District variances, needs, and future changes. It is recognized that the School Resource Officer Program has enjoyed a twenty-two (22) year history within the City of Billings, since a limited pilot project at Billings West High School was implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Billings Police Department School Resource Officers shall work in partnership with school officials toward this end. The schools will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the school. The Police Department will provide any required police equipment, including radios and motorized and non-motorized vehicles to the SROs.

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**BILLINGS POLICE DEPARTMENT
SCHOOL RESOURCE OFFICER PROGRAM
PROGRAM OBJECTIVES**

1. Friendly contact between the Police Department and the City's youth.
2. Assistance and information sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding the role of laws, courts, and Police in society.
4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
7. Effective problem solving and liaison with neighborhoods surrounding the high schools, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

- ◆ are encouraged to be a part of Student Council /Groups and School Staff when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole;
- ◆ are encouraged to work extra curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Police Department Supervisor and will be consistent with the FLSA and Police Union Contract. The SRO will not be used as a replacement officer for off-duty/special duty assignments. It will not relieve the School District of the need to provide adequate security at special events. All after hours work shall be approved by the SRO supervisor in advance;
- ◆ are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will not occur if the information is inappropriate for release according to the Montana Criminal Justice Information Act of 1979;
- ◆ are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department. As such, their primary responsibilities are to

investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, to recover stolen property, bring perpetrators to justice, and support the enforcement policies of the Billings Public Schools;

- ◆ are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant;

- ◆ are expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his representative informed about his/her absences and/or activities as appropriate on a need to know basis;

- ◆ are governed and covered by the current Collective Labor Agreement between City of Billings and the Montana Public Employees Association-Billings Police Unit;

- ◆ are considered by the City of Billings as “non-exempt” employees covered by the Fair Labor Standards Act and subject to it and the Police Union Contract for compensation and pay; Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Police Operations Commander;

- ◆ SROs, School Administration for the respective middle and/or high schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

SUMMARY OF SRO RESPONSIBILITIES

The SRO's primary responsibility is to maintain law and order in the schools and to insure that the students and faculty have a safe, secure and drug free educational environment. The SRO will be assigned in a full-time capacity and will be responsible for carrying his/her duties at all schools.

The SRO shall coordinate closely with the school Principals on all matters and obtain guidance as to actions that may or can be taken for non-criminal acts. The Principal has the primary responsibility for education and maintaining discipline at the school and the SRO is there to assist the Principal as he/she determines necessary.

The SRO shall be the designee of the Principals in maintaining the physical plant of the school to provide a safe environment as to law enforcement matters and school code violations. This includes but not limited to the building(s), ground(s), parking lot(s), locker(s) and other public school property.

The SRO shall be involved in school discipline and assist the superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school rules in order to maintain a safe learning environment. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will intervene and take students who violate the code of conduct to the principal where school discipline can be meted out.

The SRO shall act as and be considered a “school official” for searches and seizures based on reasonable suspicion as it pertains to New Jersey vs. TLO.

SELECTION AND FINANCIAL CONSIDERATION

Three (3) officers will be selected by means of a joint selection committee, comprised of three (3) representatives from the Billings School District who will be appointed by the Superintendent of Schools and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While he will duly consider the Committee’s recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police. One officer will be assigned to each of the three Billings Public High Schools.

In return for services provided by the three officers, the Billings School District will pay to the City of Billings the sum of Sixty-eight Thousand One Hundred Eighty-Six Dollars (\$68,186) by July 30, 2017.

PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Billings Police Department and Billings Public Schools. The following areas, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional police-citizen contacts (citations, arrests, FIRs, etc.).
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.

◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

Each officer's effectiveness in the program will be evaluated at the end of each school term. The Principal will provide input into the evaluation. This may include a recommendation to the Chief that the officer not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2017 and shall remain in effect through June 30, 2018, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by School District #2, then the full balance of the Sixty-Eight Thousand One Hundred Eighty-Six Dollars (\$68,186) will be retained by the City of Billings in order to maintain the high school SRO program. If the agreement is terminated by the City of Billings, then the pro-rated balance of the Sixty-Eight Thousand One Hundred Eighty-Six Dollars (\$68,186) will be refunded to School District #2. The pro-rated balance will be based on the total number of school days for the 2017/2018 school year and the number of school days remaining after the date of termination of the agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents or waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to School District #2 at:

Superintendent, School District #2, Lincoln Center, 415 North 30th Street
Billings, MT 59101

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

Executed this ____ day of _____, 2017.

SCHOOL DISTRICT #2

Attest:

Kham Moua
Clerk

By: _____
Terry Nelsen Bouck
Superintendent

CITY OF BILLINGS

Attest:

City Clerk

By: _____
Mayor

Approved as to form:

City Attorney

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM
AT BILLINGS MIDDLE SCHOOLS**

**CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS**

We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers to schools within the City of Billings. It is understood by all parties that officers are employees of the City of Billings Police Department.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this _____ day of _____, 2017 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some City of Billings and Billings School District variances, needs, and future changes. It is recognized that the School Resource Officer Program has enjoyed a Twenty-two (22) year history within the City of Billings, since a limited pilot project at Billings West High School was implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Billings Police Department School Resource Officers shall work in partnership with school officials toward this end. The schools will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the school. The Police Department will provide any required police equipment, including radios and motorized and non-motorized vehicles to the SROs.

MISSION STATEMENT - BILLINGS POLICE DEPARTMENT

The Billings Police Department is committed to improving the quality of life through a customer service, problem solving partnership with the community.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

**BILLINGS POLICE DEPARTMENT
SCHOOL RESOURCE OFFICER PROGRAM
PROGRAM OBJECTIVES**

1. Friendly contact between the Police Department and the City's youth.
2. Assistance and information sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding the role of laws, courts, and Police in society.
4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
7. Effective problem solving and liaison with neighborhoods surrounding the **middle schools**, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

- ◆ are encouraged to be a part of Student Council /Groups and School Staff when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole;
- ◆ are encouraged to work extra curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Police Department Supervisor and will be consistent with the FLSA and Police Union Contract. The SRO will not be used as a replacement officer for off-duty/special duty assignments. It will not relieve the School District of the need to provide adequate security at special events. All after hour work shall be approved by the SRO supervisor in advance;
- ◆ are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will not occur if the information is inappropriate for release according to the Montana Criminal Justice Information Act of 1979;
- ◆ are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department. As such, their primary responsibilities are to

investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, to recover stolen property, bring perpetrators to justice, and support the enforcement policies of the Billings Public Schools;

- ◆ are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant;

- ◆ are expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his representative informed about his/her absences and/or activities as appropriate on a need to know basis;

- ◆ are governed and covered by the current Collective Labor Agreement between City of Billings and the Montana Public Employees Association-Billings Police Unit;

- ◆ are considered by the City of Billings as “non-exempt” employees covered by the Fair Labor Standards Act and subject to it and the Police Union Contract for compensation and pay; Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Police Operations Commander;

- ◆ SROs, School Administration for the respective middle and/or high schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

SUMMARY OF SRO RESPONSIBILITIES

The SRO's primary responsibility is to maintain law and order in the schools and to insure that the students and faculty have a safe, secure and drug free educational environment. The SRO will be assigned in a full-time capacity and will be responsible for carrying his/her duties at all schools.

The SRO shall coordinate closely with the school Principals on all matters and obtain guidance as to actions that may or can be taken for non-criminal acts. The Principal has the primary responsibility for education and maintaining discipline at the school and the SRO is there to assist the Principal as he/she determines necessary.

The SRO shall be the designee of the Principals in maintaining the physical plant of the school to provide a safe environment as to law enforcement matters and school code violations. This includes but not limited to the building(s), ground(s), parking lot(s), locker(s) and other public school property.

The SRO shall be involved in school discipline and assist the superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school rules in order to maintain a safe learning environment. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will intervene and take students who violate the code of conduct to the principal where school discipline can be meted out.

The SRO shall act as and be considered a “school official” for searches and seizures based on reasonable suspicion as it pertains to New Jersey vs. TLO.

SELECTION AND FINANCIAL CONSIDERATION

Two (2) officers will be selected by means of a joint selection committee, comprised of three (3) representatives from the Billings School District who will be appointed by the Superintendent of Schools and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While he will duly consider the Committee’s recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police. Two officers will be assigned to the four Billings Public Middle Schools.

In return for services provided by the two officers, the Billings School District will pay to the City of Billings the sum of Fifty-Six Thousand Eight Hundred Twenty Dollars (\$56,820) by July 30, 2017.

PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Billings Police Department and Billings Public Schools. The following areas, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional police-citizen contacts (citations, arrests, FIRs, etc.).
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.

◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

Each officer's effectiveness in the program will be evaluated at the end of each school term. The Principal will provide input into the evaluation. This may include a recommendation to the Chief that the officer not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2017, and shall remain in effect through June 30, 2018 unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by School District #2, then the full balance of the Fifty-Six Thousand Eight Hundred Twenty Dollars (\$56,820) will be retained by the City of Billings in order to maintain the middle school SRO program. If the agreement is terminated by the City of Billings, then the pro-rated balance of the Fifty-Six Thousand Eight Hundred twenty (\$56,820) will be refunded to School District #2. The pro-rated balance will be based on the total number of school days for the 2017/2018 school year and the number of school days remaining after the date of termination of the agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents or waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to School District #2 at:

Superintendent, School District #2, Lincoln Center, 415 North 30th Street
Billings, MT 59101

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

Executed this ____ day of _____, 2017.

SCHOOL DISTRICT #2

Attest:

Kham Moua
Clerk

By: _____
Terry Nelsen Bouck
Superintendent

CITY OF BILLINGS

Attest:

City Clerk

By: _____
Mayor

Approved as to form:

City Attorney

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM
AT THE BILLINGS CAREER CENTER**

**CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS**

We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers to schools within the City of Billings. It is understood by all parties that officers are employees of the City of Billings Police Department.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this _____ day of _____, 2017 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some City of Billings and Billings School District variances, needs, and future changes. It is recognized that the School Resource Officer Program has enjoyed a Twenty-two (22) year history within the City of Billings, since a limited pilot project at Billings West High School was implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Billings Police Department School Resource Officers shall work in partnership with school officials toward this end. The Billings Career Center and Billings Catholic Schools will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the school. The Career Center will also provide reimbursement for any required police equipment, including radios, and a motorized vehicle to the SRO needed for completion of duties.

MISSION STATEMENT - BILLINGS POLICE DEPARTMENT

The Billings Police Department is committed to improving the quality of life through a customer service, problem solving partnership with the community.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

**BILLINGS POLICE DEPARTMENT
SCHOOL RESOURCE OFFICER
PROGRAM OBJECTIVES**

1. Friendly contact between the Police Department and the City's youth.
2. Assistance and information sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding the role of laws, courts, and Police in society.
4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
7. Effective problem solving and liaison with neighborhoods surrounding the high schools, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

- ◆ are encouraged to be a part of Student Council /Groups and School Staff when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole;
- ◆ are encouraged to work extra curricular activities as requested by the school administrators. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Police Department Supervisor and will be consistent with the FLSA and Police Union Contract. The SRO will not be used as a replacement officer for off-duty/special duty assignments. It will not relieve the School District and Billings Catholic Schools of the need to provide adequate security at special events. All after hours work shall be approved by the SRO supervisor in advance;
- ◆ are expected to keep the school principals or his/her designees informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will not occur if the information is inappropriate for release according to the Montana Criminal Justice Information Act of 1979;

- ◆ are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department. As such, their primary responsibilities are to investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, to recover stolen property, bring perpetrators to justice, and support the enforcement and discipline policies of the Billings Public Schools and Billings Catholic Schools;
- ◆ are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant;
- ◆ are expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the schools during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principals or his/her representatives informed about his/her absences and/or activities as appropriate on a need to know basis;
- ◆ are governed and covered by the current Collective Labor Agreement between City of Billings and the Montana Public Employees Association-Billings Police Unit;
- ◆ are considered by the City of Billings as “non-exempt” employees covered by the Fair Labor Standards Act and subject to it and the Police Union Contract for compensation and pay; Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Police Operations Commander;
- ◆ SROs, School Administration for the respective elementary, middle and/or high schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective schools. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

SUMMARY OF SRO RESPONSIBILITIES

The SRO's primary responsibility is to maintain law and order in the schools and to insure that the students and faculty have a safe, secure and drug free educational environment. The SRO will be assigned in a full-time capacity and will be responsible for carrying his/her duties at all schools.

The SRO shall coordinate closely with the school Principals on all matters and obtain guidance as to actions that may or can be taken for non-criminal acts. The Principal has

the primary responsibility for education and maintaining discipline at the school and the SRO is there to assist the Principal as he/she determines necessary.

The SRO shall be the designee of the Principals in maintaining the physical plant of the school to provide a safe environment as to law enforcement matters and school code violations. This includes but not limited to the building(s), ground(s), parking lot(s), locker(s) and other public school property.

The SRO shall be involved in school discipline and assist the superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school rules in order to maintain a safe learning environment. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will intervene and take students who violate the code of conduct to the principal where school discipline can be meted out.

The SRO shall act as and be considered a “school official” for searches and seizures based on reasonable suspicion as it pertains to New Jersey vs. TLO.

SELECTION AND FINANCIAL CONSIDERATION

One (1) officer will be selected by means of a joint selection committee, comprised of three (3) representatives from the Billings School District who will be appointed by the Superintendent of Billings Public Schools, the President of Billings Catholic Schools and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While he will duly consider the Committee’s recommendations, selection of the School Resource Officer is within the sole discretion of the Chief of Police. The officer will be assigned to the Career Center and Billings Catholic Schools.

In return for services provided by the officer, the Billings School District will pay to the City of Billings the sum of seventy-two thousand three hundred eighty-two dollars (\$72,382) by July, 30, 2017 to cover the salary and benefits for an entry level officer for 12 months.

PARTNERSHIP WITH BILLINGS CATHOLIC SCHOOLS

It is agreed between the parties that twenty (20) percent of the Career Center SRO time will be used to provide services to Billings Catholic Schools. It is further agreed that Billings Catholic Schools will reimburse School District 2 for twenty (20) percent of all costs incurred under this agreement. Reimbursement will be made by Billings Catholic Schools to School District 2 within 30 days of the date of payment(s) made by School District 2. School District 2 is responsible for assessing Billings Catholic Schools for their share of the SRO and related costs under this agreement.

PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Billings Police Department, Billings Public Schools, and Billings Catholic Schools. The following areas, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional police-citizen contacts (citations, arrests, FIRs, etc.).
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

Each officer's effectiveness in the program will be evaluated at the end of each school term. The Principals will provide input into the evaluation. This may include a recommendation to the Chief that the officer not be assigned to the schools the following year. The Chief will seriously consider the evaluation and the input of the Superintendent and President of Billings Catholic Schools when assigning an officer to the schools, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2017 and shall remain in effect through June 30, 2018, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by School District #2, then the full balance of the seventy-two thousand three hundred eighty-two (\$72,382) will be retained by the City of Billings in order to maintain the high school SRO program. If the agreement is terminated by the City of Billings, then the pro-rated balance of the seventy-two thousand three hundred eighty-two dollars (\$72,382) will be refunded to School District #2 who will reimburse Billings Catholic Schools with their portion. The pro-rated balance will be based on the total number of school days for the 2017/2018 school year and the number of school days remaining after the date of termination of the agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents or waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to School District #2 at:

Superintendent, School District #2, Lincoln Center, 415 North 30th Street
Billings, MT 59101

or to Billings Catholic Schools at:

Billings Catholic Schools, President, P.O. Box 31158, Billings, MT 59107

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

Executed this ____ day of _____, 2017.

SCHOOL DISTRICT #2

Attest:

_____	By: _____
Kham Moua	Terry Nelsen Bouck
Clerk	Superintendent

CITY OF BILLINGS

Attest:

_____	By: _____
City Clerk	Mayor

BILLINGS CATHOLIC SCHOOLS

Approved:

Shaun Harrington, President

Approved as to form:

City Attorney

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Approval of the 2017 Disadvantaged Business Enterprise Program (DBE)

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

PROBLEM/ISSUE STATEMENT

As recipients of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant funding, the Aviation and Transit Department is required to have a Disadvantaged Business Enterprise (DBE) Program. A DBE is a for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged. The DBE Program's intent is to provide a level playing field for DBE companies interested in doing business with the Airport. This DBE Program is tailored towards the annual construction projects completed each year at the Airport that are being funded with an AIP Grant. The Airport is required to submit an updated DBE Program every three years and the DBE Program must be approved by the Airport's governing body. Consequently, the DBE Program must be approved by the City Council and signed by the Mayor.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Airport's updated DBE Program; or
- Decline to approve the updated DBE Program and jeopardize future AIP Grant funding.

FINANCIAL IMPACT

As a recipient of Federal AIP Grant funding, the Airport is required to have a DBE Program in place. Failure to submit an updated Program may jeopardize or delay award of the annual FAA AIP Grants. The Airport's annual AIP Grants total approximately \$3 million annually, but can be significantly larger for high priority projects that exceed the annual entitlement amount.

RECOMMENDATION

Staff recommends that City Council approve and the Mayor sign the updated DBE Program.

APPROVED BY CITY ADMINISTRATOR

Attachments

DBE Program

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT
BILLINGS LOGAN INTERNATIONAL AIRPORT



DISADVANTAGED BUSINESS

ENTERPRISE PROGRAM

MAY 2017

DBE PROGRAM – 49 CFR PART 26

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Billings Aviation and Transit Department has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Billings Aviation and Transit Department has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Billings Aviation and Transit Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Billings Aviation and Transit Department to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts.
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts.
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law.
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
5. To help remove barriers to the participation of DBEs in DOT assisted contracts.
6. To promote the use of DBEs in all types of Federally assisted contracts and procurement activities.
7. To assist the development of firms that can compete successfully in the market place outside the DBE Program.
8. To provide appropriate flexibility to the City of Billings Aviation and Transit Department of Federal financial assistance in establishing and providing opportunities for DBEs.

Donald Kim Annin, C.M., Manager of Construction Engineering and Planning has been delegated as the DBE Liaison Officer. In that capacity, he is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Billings Aviation and Transit Department in its financial assistance agreements with the Department of Transportation.

The City of Billings Aviation and Transit Department has disseminated this policy statement to the City of Billings and all of the components of our organization. We have distributed this statement to DBE and non DBE business communities that may perform work for us on DOT assisted contracts. The distribution was accomplished by including it on the City of Billings' Website, the Montana Procurement Technical Assistance Center's Website at bigskyeda-edc.org, and the Billings Logan International Airport's Website.

Thomas W. Hanel
City of Billings Mayor

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this Program.

Section 26.3 Applicability

The City of Billings Aviation and Transit Department is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The City of Billings Aviation and Transit Department will use terms in this Program that have the meaning defined in Section 26.5.

Section 26.7 Non-discrimination Requirements

The City of Billings Aviation and Transit Department will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE Program, the City of Billings Aviation and Transit Department will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11

We will report DBE participation to DOT/FAA as follows:

We will transmit to FAA annually on December 1, the "Uniform Report of DBE Awards or Commitments and Payments" form, found in Appendix B to this Part. We will also report the DBE contractor information either on the FAA DBE Contractor's Form or other similar format. We will begin using the revised Uniform Report of DBE Awards or Commitments and Payments for reporting FY 2015 reports due December 1, 2015.

Bidders List: 26.11(c)

The City of Billings Aviation and Transit Department will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our DOT assisted contracts for use in helping to set our overall goals. The bidders list will include the name, address, DBE, and non-DBE status, age of firm, and annual gross receipts of firms.

We will collect this information by requiring a bidders list to be included in each of our bid packages. Each bidder is required to include a completed form as part of their bid proposal. Please see Attachment 7.

Section 26.13 Federal Financial Assistance Agreement

The City of Billings Aviation and Transit Department has signed the following assurances, applicable to all DOT assisted contracts and their administration:

Assurance: 26.13(a)

Each financial assistance agreement the City of Billings Aviation and Transit Department signs with a DOT operating administration will include the following assurance:

The City of Billings Aviation and Transit Department shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The City of Billings Aviation and Transit Department shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The City of Billings Aviation and Transit Department's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Billings Aviation and Transit Department of its failure to carry out its approved Program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: 26.13b

The City of Billings Aviation and Transit Department will ensure that the following clause is included in each contract we sign with a contractor and each subcontract the prime contractor signs with a subcontractor:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor 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 City of Billings Aviation and Transit Department deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments.
2. Assessing sanctions.
3. Liquidated damages.
4. Disqualifying the contractor from future bidding as non-responsible.

SUBPART B – ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The City of Billings Aviation and Transit Department is required to have a DBE Program meeting the requirements of this Part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a Federal fiscal year. We are not eligible to receive DOT financial assistance unless DOT has approved our DBE Program and we are in compliance with it and this Part. We will continue to carry out our Program until all funds from DOT financial assistance have been expended. We do not have to submit regular updates of our Program, as long as we remain in compliance. However, we will submit significant changes in the Program for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Donald Kim Annin, C.M.
Manager of Construction Engineering and Planning
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings Montana 59105
Phone: 406-657-8482
FAX: 406-657-8438
annink@ci.billings.mt.us

In that capacity, the DBELO is responsible for implementing all aspects of the DBE Program and ensuring that the City of Billings Aviation and Transit Department complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the Director of Aviation and Transit concerning DBE Program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 2 to this Program.

The DBELO is responsible for developing, implementing, and monitoring the DBE Program, in coordination with other appropriate officials. The City of Billings Aviation and Transit Department's contracted Engineering and Architectural firms will assist in the administration of the Program. Their duties and responsibilities include the following:

1. The DBELO will review the bid documents on each Federally funded project for the bidders lists and the Letters of Intent to subcontractor. From this review, the DBE involvement at time of bid will be established. During the construction phase, DBELO will provide onsite inspectors to monitor the work and the subcontractors on the project. Any deviation from the list of contractors will be noted and the prime contractor and the DEBLO will be notified. At the completion of the job, the inspectors will provide the DBELO with the

amounts of payments to the contractors and subcontractor and the amount of work completed by DBE contractors on the project. The DBELO will review this information to ensure the established DBE compliance for the project has been met.

2. The DBELO's duties and responsibilities include the following:
 - a. Gathers and reports statistical data and other information as required by DOT.
 - b. Works with all departments to set overall annual goals.
 - c. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
 - d. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
 - e. Analyzes the progress toward attainment and identifies ways to improve progress.
 - f. Participates in pre-bid meetings.
 - g. Advises the CEO/governing body on DBE matters and achievement.
 - h. Determine contractor compliance with good faith efforts.
 - i. Acts as liaison to the Uniform Certification Process.
 - j. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the City of Billings Aviation and Transit Department to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions and to encourage prime contractors on DOT assisted contracts to make use of these institutions.

To date, we have identified two institutions within the State:

Eagle Bank
80 Heritage Lane
Polson, MT 59860
406-883-2940

Native American Bank
125 N. Public Square
Browning, MT 59417
406-338-7000

Section 26.29 Prompt Payment Mechanisms

The City of Billings Aviation and Transit Department has established, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made to the prime contractor.

The City of Billings Aviation and Transit Department will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's

work is satisfactorily completed. We will use the following method to comply with this requirement:

- Hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

The City of Billings Aviation and Transit Department will consider a subcontractor's work as satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the City of Billings Aviation and Transit Department. When the City of Billings Aviation and Transit Department has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

The City of Billings Aviation and Transit Department will provide appropriate means to enforce the requirements of this Section. These may include withholding payments to contractor until written proof of payment to subcontractor has been received by the City of Billings Aviation and Transit Department.

The City of Billings Aviation and Transit Department will include the following clause in each DOT assisted prime contract:

- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Billings Aviation and Transit Department. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the City of Billings Aviation and Transit Department. This clause applies to both DBE and non-DBE subcontractors.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Billings Aviation and Transit Department or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Section 26.31 Directory

The City of Billings Aviation and Transit Department uses the State of Montana Department of Transportation DBE directory.

The directory lists the firm's name, address, phone number, and the type of work the firm has been certified to perform as a DBE. In addition, the directory lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work.

The State of Montana revises the Directory annually. The Directory may be found at <http://mdt.mt.gov/business/contracting/civil/dbe.shtml>. See Attachment 4.

Section 26.33 Over-concentration

The City of Billings Aviation and Transit Department has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The City of Billings Aviation and Transit Department has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The City of Billings Aviation and Transit Department will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the Program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment, or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 3, State of Montana lists the regulation, provisions, and contract remedies available to us in the event of non-compliance with the DBE regulation by a participant in our DBE Program.
3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.
4. We will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished by our contracted Engineering and Architectural consultants who will review the bid documents on each Federally funded project for the bidders lists and the Letters of Intent to subcontractor. From this review, the DBE involvement at time of bid will be established. During the construction phase, the consultants will provide onsite inspectors to monitor the work and the subcontractors on the project. Any deviation from the list of contractors will be noted and the prime

any of the years within the three-year reporting period, we will not develop an overall goal; however, this DBE Program will remain in effect and the City of Billings Aviation and Transit Department will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

The first step is to determine the relative availability of DBEs in the market area, "base figure." We will use State of Montana DOT's DBE directory as a method to determine our base figure. The second step is to adjust the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the City of Billings Aviation and Transit Department would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on contracts.

If we use a bidders list, we will do the following: Determine the number of DBEs that have bid or quoted (successful and unsuccessful) on your DOT assisted prime contracts or subcontracts in the past three years. Determine the number of all businesses that have bid or quoted (successful and unsuccessful) on prime or subcontracts in the same time period. Divide the number of DBE bidders and quoters by the number of all businesses to derive a base figure for the relative availability of DBEs in your market. When using this approach, we will establish a mechanism (documented in our goal submission) to directly capture data on DBE and non-DBE prime and subcontractors that submitted bids or quotes on our DOT assisted contracts.

Any methodology we choose will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in our market. We understand that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of paragraph (c)(2) of this Section, is not an acceptable alternative means of determining the availability of DBEs.

Step 2. Once we have calculated a base figure, we will examine all of the evidence available in our jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at our overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

26.45 (g)(1) In establishing the overall goal, the City of Billings Aviation and Transit Department will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Billings Aviation and Transit Department's efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the City of Billings Aviation and Transit Department's goal setting process, and it will occur before we are required to submit our goal methodology to the operating administration for review pursuant to paragraph (f) of this Section. We will document in our goal submission the consultation process that we engaged in. Notwithstanding paragraph (f)(4) of this Section, we will not implement our proposed goal until we have complied with this requirement.

In addition, the City of Billings Aviation and Transit Department will publish a notice announcing our proposed overall goal before submission to the operating administration on August 1. The

notice will be posted on our official Internet Website and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal will be posted on our official Internet Website. We will inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at our principal office and that the City of Billings Aviation and Transit Department and DOT/FAA will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and Websites) where the proposal may be reviewed. **The public comment period will not extend the August 1 deadline.**

Our overall three-year DBE goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

We will begin using our overall goal on October 1 of the reporting period, unless we have received other instructions from DOT.

Section 26.45 (e) Project Goals

If permitted or required by the FAA Administrator, we will express our overall goals as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which your regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT assisted contract for the project.

Section 26.45(f) Prior Operating Administration Concurrent

The City of Billings Aviation and Transit Department understands that we are not required to obtain prior operating administration concurrence with our overall goal. However, if the operating administration's review suggests that our overall goal has not been correctly calculated or that our method for calculating goals is inadequate, the operating administration may, after consulting with us, adjust our overall goal or require that we do so. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to Section 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 8 to this Program.

Section 26.47 Failure to Meet Overall Goals

The City of Billings Aviation and Transit Department will maintain an approved DBE Program and

overall DBE goal, if applicable, as well as administer our DBE Program in good faith to be considered to be in compliance with this Part.

If the City of Billings Aviation and Transit Department's awards and commitments shown on our Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will do the following in order to be regarded by the Department as implementing our DBE Program in good faith:

1. Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year.
2. Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to fully meet our goal for the new fiscal year.
3. The City of Billings Aviation and Transit Department will prepare, within 90 days of the end of the fiscal year, the analysis, and corrective actions developed under paragraph (c) 1. and 2. of this Section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

Section 26.51(a-c) Breakout of Estimated Race-Neutral and Race-Conscious Participation

The City of Billings Aviation and Transit Department will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under Section 26.39 of this Part.
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing).
3. Providing technical assistance and other services.
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on the City of Billings Aviation and Transit Department mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate).
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses.

6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency.
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low.
8. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors.
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 8 to this Program.

Section 26.51(d-g) Contract Goals

The City of Billings Aviation and Transit Department will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under Section 26.39.

If our approved projection under paragraph (c) of this Section estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our Program without setting contract goals during that year, unless it becomes necessary in order to meet our overall goal.

We will establish contract goals only on those DOT assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

We will express our contract goals as a percentage of the total amount of a DOT assisted contract

Section 26.53 Good Faith Efforts Procedures

Demonstration of Good Faith Efforts (26.53(a) and (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal, or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

Donald Kim Annin, C.M., Manager of Construction Engineering and Planning, is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

We will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be Submitted (26.53(b))

In our solicitations for DOT/FAA assisted contracts for which a contract goal has been established, we will require the following:

1. Award of the contract will be conditioned on meeting the requirements of this Section.
2. All bidders or offerors will be required to submit the following information to the City of Billings Aviation and Transit Department, at the time provided in paragraph (b)(3) of this Section:
 - a. The names and addresses of DBE firms that will participate in the contract.
 - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.
 - c. The dollar amount of the participation of each DBE firm participating.
 - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal.
 - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
 - f. If the contract goal is not met, evidence of good faith efforts (see Appendix A of this Part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
3. We will require that the bidder/offeror present the information required by paragraph (b)(2) of this Section: Under sealed bid procedures, as a matter of responsiveness.

Administrative Reconsideration (26.53(d))

Within five business days of being informed by the City of Billings Aviation and Transit Department that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings , MT 59105
406-657-8495

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate

good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts Procedures in Situations When There Are Contract Goals (26.53(f)(g))

We will include in each prime contract a provision stating:

1. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph 26.53(f).
2. That unless our consent is provided under this paragraph 26.53(f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

We will require the contractor that is awarded the contract to make available, upon request, a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with this Part's provisions.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

We will require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this Section (or an approved substitute DBE firm) without our prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

We will provide such written consent only if we agree, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract.
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law.
6. We have determined that the listed DBE subcontractor is not a responsible contractor.

7. The listed DBE subcontractor voluntarily withdraws from the project and provides to us written notice of its withdrawal.
8. The listed DBE is ineligible to receive DBE credit for the type of work required.
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
10. Other documented good cause that we have determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why we should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), we may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this Section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The City of Billings Aviation and Transit Department will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that we established for the procurement. The good faith efforts shall be documented by the contractor. If we request documentation from the contractor under this provision, the contractor shall submit the documentation to us within seven days, which may be extended for an additional seven days if necessary at the request of the contractor, and the City of Billings Aviation and Transit Department shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

We will include in each prime contract the contract clause required by Section 26.13(b) stating that failure by the contractor to carry out the requirements of this Part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that we deem appropriate if the prime contractor fails to comply with the requirements of this Section.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all, or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Billings Aviation and Transit Department to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of ___ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract.
2. A description of the work that each DBE firm will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.
3. The dollar amount of the participation of each DBE firm participating.
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal.
5. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
6. If the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

If the firm is not currently certified as a DBE in accordance with the standards of Subpart D of this Part at the time of the execution of the contract, we will not count the firm's participation toward any DBE goals, except as provided for in Section 26.87(j).

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The City of Billings Aviation and Transit Department will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will make our certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

DBE Liaison Officer/Program Manager
Montana Department of Transportation
Civil Rights Bureau
P.O. Box 201001
Helena, MT 59620-1001
(406) 444-6331 (voice)
(406) 444-7696 (TTY)
(406) 444-7685 (FAX)

Our certification application forms and documentation requirements are found in Attachment 5 to this Program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The City of Billings Aviation and Transit Department is the member of a Unified Certification Program (UCP) administered by:

DBE Liaison Officer/Program Manager
Montana Department of Transportation
Civil Rights Bureau
P.O. Box 201001
Helena, MT 59620-1001
(406) 444-6331 (voice)
(406) 444-7696 (TTY)
(406) 444-7685 (FAX)

The UCP will meet all of the requirements of this Section. See Attachment 6.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation, and Intimidation or Retaliation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, State, and local law.

Notwithstanding any provision of Federal or State law, we will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, we will transmit this information to DOT in

any certification appeal proceeding under Section 26.89 of this Part or to any other state to which the individual's firm has applied for certification under Section 26.85 of this Part.

All participants in the Department's DBE Program including, but not limited to, the City of Billings Aviation and Transit Department, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals are required to cooperate fully and promptly with DOT and City of Billings Aviation and Transit Department compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to the City of Billings Aviation and Transit Department, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The City of Billings Aviation and Transit Department, contractor, or any other participant in the Program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this Part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Part. If we violate this prohibition, we are in noncompliance with this Part.

ATTACHMENTS

- Attachment 1 Regulations: 49 CFR Part 26 Website Link
- Attachment 2 Organizational Chart
- Attachment 3 State of Montana DBE Program Website Link
- Attachment 4 State of Montana DBE Directory Website Link
- Attachment 5 Certification Application Form Website Link
- Attachment 6 Signed UCP Application and UCP Program
- Attachment 7 Bidders List
- Attachment 8 Overall Goal Calculation (Include Breakout of Estimated Race-Neutral and Race-Conscious Participation, Public Participation, and Contract Goal)
- Attachment 9 Fostering Small Business Participation

ATTACHMENT 1

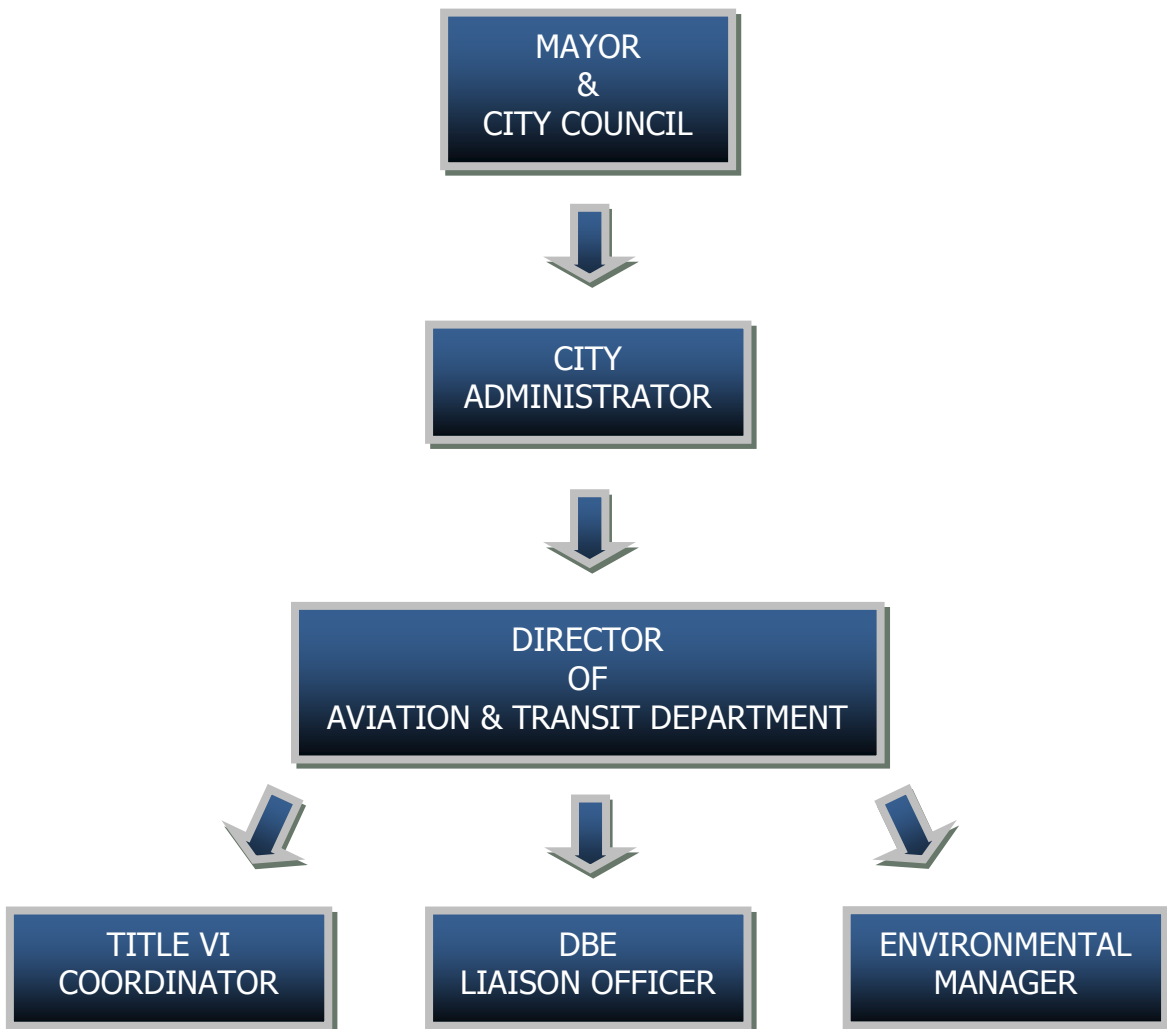
49 CFR PART 26

Website Link:

[www.gpo.gov/fdsys/pkg/CFR-2010-title 49-vol1-part26.pdf](http://www.gpo.gov/fdsys/pkg/CFR-2010-title%2049-vol1-part26.pdf)

ATTACHMENT 2

ORGANIZATIONAL CHART



ATTACHMENT 3

STATE OF MONTANA DBE PROGRAM

Website Link:

http://www.mdt.mt.gov/publications/docs/manuals/dbe_prog.pdf

ATTACHMENT 4

STATE OF MONTANA DBE DIRECTORY

Website Link:

http://www3.mdt.mt.gov:7782/mttplc/mttplc.TPLK0002.DBE_DIRECTORY

ATTACHMENT 5

CERTIFICATION APPLICATION FORM

Website Link:

http://www.mdt.mt.gov/publications/docs/forms/dbe/dbe_certification.pdf

ATTACHMENT 6

SIGNED

UNIFIED CERTIFICATION PROGRAM

AGREEMENT

**MONTANA DEPARTMENT OF TRANSPORTATION (MDT)
UNIFIED CERTIFICATION PROGRAM (UCP)**

In accordance with 49 CFR §26.81(b), the Montana Department of Transportation will assume the responsibilities as the Unified Certification Program (UCP) Lead Agency. As the UCP Lead Agency, MDT will make all certification decisions on behalf of all DOT recipients (FHWA, FTA, and FAA) in the state of Montana with respect to participation in the USDOT DBE Program.

MDT will ensure that:

- As the UCP Lead Agency, MDT will follow all certification procedures outlined in 49 CFR §26, subparts D and E;
- As the UCP Lead Agency, MDT will cooperate fully with oversight, review, and monitoring activities of USDOT and its operating administrations; and
- As the UCP Lead Agency, MDT will implement DOT directives and guidance concerning certification matters.

Certification decisions by MDT will be binding on all DOT recipients in the state and shall provide "one-stop shopping" to applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients in the state.

MDT will carry out all obligations with respect to certification and nondiscrimination and ensure that recipients that are party to the UCP establish the same nondiscrimination obligations in their respective DBE Programs.

All certifications by MDT shall be pre-certifications; i.e., certifications that have been made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.

As the UCP Lead Agency, MDT is not required to process an application for certification from a firm having its principal place of business outside the state if a firm is not certified by the UCP in the state in which it maintains its principal place of business.

As the UCP Lead Agency, MDT will maintain a unified DBE directory containing, for all firms certified by MDT, the

information required by 49 CFR §26.31. The DBE directory is available at the following website: www.mdt.state.mt.us.

In order to be a party to the UCP, each recipient must complete, sign and forward the agreement in Attachment H to the following address:

Montana Department of Transportation
DBE Program UCP
PO Box 201001
Helena, MT 59620-1001

UNIFIED CERTIFICATION PROGRAM (UCP)
AGREEMENT AND ACCEPTANCE

The undersigned, a duly appointed representative of the following agency:

BILLINGS LOGAN INTERNATIONAL AIRPORT
(agency name)

agrees to and accepts the Unified Certification Program (UCP), as outlined in the Montana Department of Transportation DBE Program, and required by 49 CFR §26.81. By this agreement and acceptance, the above-named agency will ensure that:

- This agency will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR §26 on the basis of race, color, sex or national origin;
- This agency will not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin;
- Each financial assistance agreement this agency sign with a DOT operating administration (or a primary recipient) will include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contracts or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient will take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR §26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as approved for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

- Each contract this agency signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) will include the following assurance:

"The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR § 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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."

- And this agency will accept all DBEs certified by MDT as certified for participation in this agency's DBE Program.


(Signed)

JULY 19, 2001
(Dated)

ATTACHMENT 7

BIDDERS LIST

ATTACHMENT 8

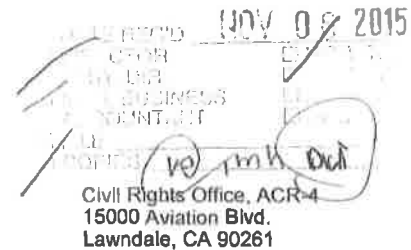
OVERALL GOAL CALCULATIONS



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
Western-Pacific Region Headquarters

Reply to: Northwest Mountain Region
& Alaskan Region



OCT 28 2015

Donald Kim Annin
Airport Engineering Division
Billings Logan International Airport
1901 Terminal Circle Drive, Room 216
Billings, Montana 59105

Dear Mr. Annin:

This letter is in reference to the Disadvantaged Business Enterprise (DBE) fiscal year (FY) 2016 thru 2018 goal that you submitted for the **Billings Logan International**, Billings, Montana. Based on our review, we have determined that the goal meet the standards in 49 CFR Part 26, Department of Transportation regulations.

The goal is described as follows:

FY 16-18: Overall goal: 6.64 % DBE Participation
To be obtained through **6.64 % Race-Neutral** and **0.0 % Race-Conscious means**
(Covering the period **October 1, 2015 through September 30, 2018**)

This overall goal covers the following project/s to be advertised during **FY 16-18**:

FY-16: Runway 10R Extension, Concourse Hold Room Expansion, and a New Taxilane
FY-17: New North/South Taxilane / Rehab Taxiway "A" West End, and North Side
Public Ramp Expansion
FY-18: West GA Parking Apron, and Taxiway B Northside Rehab.

DBE Accomplishments continue to be due annually on **December 1** for the previous fiscal year. Accomplishments can be submitted either through our new dbE-Connect system at www.faa.dbeconnect.com/FAA/login.asp or by completing the Uniform Report of DBE Awards/Commitments and Payments form and submitting via email to ricky.watson@faa.gov.

If you need a dbE-Connect User Account, please contact Ricky Watson at phone (310) 725-3940. Our blank forms can be found at http://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/.

If you have any questions or need assistance, please call Ricky Watson at (310) 725-3940 or email at ricky.watson@faa.gov.

Sincerely,


Ricky Watson, MBA
Northwest Mountain & Alaskan Regions DBE/ACDBE Compliance Specialist
Office of Civil Rights & DBE/ACDBE Compliance

cc: Joe Nye, HLN-ADO



CITY OF BILLINGS

AVIATION AND TRANSIT DEPARTMENT

DATE REC'D **OCT 22 2015**
DIRECTOR
ASST. DIR.
GENERAL BUSINESS
ACCOUNTANT
FILE
COPIES mh

1901 Terminal Circle, Room 216
Billings Logan International Airport
Billings, Montana 59105-1996
(406) 657-8495
(406) 657-8438 FAX
www.flybillings.com

October 21, 2015

Thomas H. Binford, A.A.E.
Director of Aviation and Transit

Kevin Ploehn
Assistant Director of Aviation and Transit

Mr. Ricky Watson
FAA Western Pacific Regional Office
AWP-9
P.O. Box 92007
Los Angeles, CA 90009-2007

Dear Ricky,

Billings Logan International Airport has established a Disadvantaged Business Enterprise (DBE) goal of 6.64% for the three-year period 2016-2018, for Federally funded Airport Improvement Program (AIP) projects. The 2016 projects include the Runway 10R Extension, Concourse Hold Room Expansion, and a New Taxiway. The 2017 projects include the New North/South Taxiway for the West GA Area, Rehab Taxiway A West End, and North Side Public Ramp Expansion. The 2018 projects include West GA Parking Apron, and Taxiway B Northside Rehab. The methods used to establish this goal are described below.

STEP ONE

Our market area is the State of Montana, although most of the bidders reside in Yellowstone County. Using historical information obtained from our Federally funded projects for the last five years, we have calculated the following weighted goal:

2016-2018 Construction Costs:

Building Construction Costs	=	\$2,400,000
<u>Heavy Construction Costs</u>	=	<u>\$7,200,000</u>
Total Construction Costs		\$9,600,000

Weighted Costs:

Heavy Construction	\$7,200,000/\$9,600,000	=	.75	x	100	=	75%
Building Construction	\$2,400,000/\$9,600,000	=	.25	x	100	=	25%

Weighted DBE:

.75	(14 Heavy Construction DBE's/109 Heavy Construction Firms)	+							
.25	(1 Building Construction DBE/179 Building Construction Firms)	=							
(.75 x .128) x 100		+	(.25 x .005) x 100	=	9.6%	+	.125%	=	9.725%

Using these numbers, the Step One calculation is as follows:

YEAR	TOTAL BIDDERS	DBE BIDDERS	
2013	15	3	20%
2014	6	0	0%
2015	8	3	38%

Median Percentage:
38%
20%
20%
18%
0%

The Median Percentage is: 20%

To obtain a more accurate picture, we weighted the goal according to how much we will spend in each NACIS category.

The weighted adjustment calculations are as follows:

$$\frac{\text{Heavy Construction Cost}}{\text{AIP Funds}} = \frac{\$14,805,602}{\$15,433,914} = .95$$

Further:

$$\frac{\text{Heavy Construction DBE's}}{\text{Heavy Construction Firms}} \times 100$$

$$((10/99) \times .95) = (.10) \times 100 = 10\%$$

$$\frac{\text{Access Control System Cost}}{\text{AIP Funds}} = \frac{\$588,668}{\$735,525} = .80$$

$$\frac{\text{Access Control System DBE's}}{\text{Access Control System Firms}} \times 100$$

$$((7/367) \times .80) = (.015 \times 100) = 1.5$$

The adjusted Step One DBE participation goal is $(20+10+ 1.5)/3 = 10.5\%$

STEP TWO

The DBE participation we have had on our Federally funded projects since 2010 is as follows:

YEAR	CONTRACT GOAL	ACHIEVED GOAL	DIFFERENCE
2010	7.71%	7.24%	-0.47%
2011	6.29%	10.29%	4%
2013	6.49%	.25%	-6.01%
2014	6.49%	2.78%	-3.71%
2014	6.49%	1.14%	-5.35%

Median Percentage:
10.29%
7.24%
2.78%
1.14%
.25%

The Median Percentage is: 2.78%

$$\frac{\text{Step One Goal } 10.5\% \text{ Plus Step Two Goal } 2.78\%}{2} = \frac{13.28\%}{2} = 6.64\%$$

The 2016-2018 DBE participation goal for Billings Logan International Airport is 6.64%

DISPARITY STUDY

Currently there is no disparity study for the State of Montana. However, we have contacted the Montana Department of Transportation's Civil Rights Bureau and they are undertaking a study to determine if any disparity exists in the near future. For future goals, we will consult with minority, women's, general contractor groups, and community organizations to solicit information regarding the availability of disadvantaged and non-disadvantaged businesses, the affects of discrimination on opportunities for DBE's, and our efforts to establish a level playing field. We have also participated in a half day seminar sponsored by the Montana PTAC and informed the businesses that attended about the advantages of becoming DBE's, and the opportunities for them at the Billings Logan International Airport.

RACE-CONSCIOUS RACE-NEUTRAL

Billings Logan International Airport will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. Billings Logan International Airport uses the following race-neutral means to increase DBE participation.

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces).
2. Providing technical assistance and other services.
3. Providing services to help DBE's, and other small businesses, improve long term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency.
4. Ensuring distribution of the State DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors.

We estimate that, in meeting our overall goal of 6.64% we will not obtain any race-conscious participation and 6.64% through race-neutral measures.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious DBE participation:

Using the schedules above, the median historical race-neutral DBE percentage is as follows:

YEAR	CONTRACT GOAL	ACHIEVED GOAL	DIFFERENCE
2010	7.71%	7.24%	-.47%
2011	6.29%	10.29%	4%
2013	6.49%	.25%	-6.01%
2014	6.49%	2.78%	-3.71%
2014	6.49%	1.14%	-5.35%

Median Percentage:
4%
-.47%
-3.71%
-5.35%
-6.01%

Therefore, Median Race-Neutral Percentage is: -3.71%

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals, we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 26.51(f)), and we will track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goals; DBE participation on a prime contract exceeding a contract goal, and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

We will maintain data separately on DBE achievements in those contracts with and without contract goals respectively.

PROCESS

We will publish a notice of the proposed overall goal in the *Billings Times*, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at Billings Logan International Airport for thirty (30) days following the date of the notice, and informing the public that we and the DOT would accept comments on the goals for forty-five (45) days from the date of the notice. We have also contacted the MDOT, Billings Score #0272, and the Big Sky Economic Development Authority concerning obstacles DBE's are encountering with regard to construction work. The common complaint from DBE's was that they were unaware of projects that had DBE goals. We will send a project list to the Montana Civil Rights Bureau, which will be sent to all DBE's certified with the State.

We will forward the comments and our responses to the FAA after the comment period is completed.

SUMMARY

The 2016-2018 DBE participation goal for Billings Logan International Airport is 6.64%. This goal has been determined by approved methodology as shown above. There is no disparity study for the State of Montana. The DBE requirements for each project are clearly stated during the pre-bid conferences for each project.

Should you have any questions or comments, please contact me at 406-657-8482.

Sincerely,



Donald Kim Annin
Manager of Engineering and Planning

DKA:mdb

cc: DBE Corres
Chrono
K. Ploehn
K. Annin

ATTACHMENT 9

**FOSTERING SMALL BUSINESS
PARTICIPATION**

FOSTERING SMALL BUSINESS PARTICIPATION

When able the City of Billings Aviation and Transit Department will include the following strategies:

1. In multi-year design build contracts or other large contracts (e.g., for "megaprojects") we will require the bidders on prime contracts to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
2. On prime contracts not having DBE contract goals, we will require the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
3. Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.
4. To meet the portion of our overall goal that we project to meet through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.
5. To increase the awareness of DBE's of contracts that are to be bid, we will use the Montana Procurement Technical Assistance Center to inform the DBEs of all contracts that are being bid and provide contact information for further information.

Additionally:

1. This agency will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR §26 on the basis of race, color, sex, or national origin.
2. This agency will not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.
3. Each financial assistance agreement this agency signs with a DOT operating administration (or a primary recipient) will include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contracts or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient will take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR §26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved Program, the Department may impose sanctions as approved for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)."

4. Each contract this agency signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) will include the following assurance:

"The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR §26 in the award and administration of DOT assisted contracts. Failure by the contractor 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."

5. This agency will accept all DBEs certified by MDT as certified for participation in this agency's DBE Program.

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Downtown Tax Increment District Grant of up to \$150,000 for 2525 Minnesota Ave.

PRESENTED BY: Bruce McCandless, Assistant City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The Downtown Billings Partnership (DBP) Board received an application from new owners of the building located at 2525 Minnesota Avenue. This is the former Mintana Mills location. The building will be remodeled into retail and service tenant space. The owners plan to spend \$692,000 purchasing and remodeling the building. The DBP Board is recommending a grant from the tax increment district of the lower of \$150,000 or a 3.4/1 ratio of private investment to public investment.

ALTERNATIVES ANALYZED

City Council may:

- approve the grant recommendation. If Council approves the grant, it will reimburse the owners for TIF eligible costs in 2018 and 2019; or
- disapprove the grant recommendation.

FINANCIAL IMPACT

The Downtown tax increment district has sufficient cash and predicted income to make this grant.

RECOMMENDATION

The DBP Board of Directors recommends that the City Council approve a grant to remodel the building located at 2525 Minnesota Avenue in the lower of \$150,000 or a 3.4/1 private to public investment ratio.

APPROVED BY CITY ADMINISTRATOR

Attachments

Bissinger bldg grant app

City Council Action Required for TIFD Assistance

Development Committee Meeting Date: April 12, 2017

Location: Downtown Billings Alliance 2815 2nd Ave. N.

Action: Move to DBP Board and recommend approval

DBP Board Meeting Date: April 28, 2017

Location: GW Building – Public Notice @ <http://downtownbillings.com/downtown-development/>

Action: Approved for up to \$150K reimbursement – Forward to City Council

RE: Bissinger Building – 2525 Minnesota Ave.

PROPOSAL:

One of the most amazing development transformations has taken place on Minnesota Ave. with major renovation taking place east of S. 27th. The last remaining structure within the TIFD on the North side of Minnesota, east of S. 27th would be the “Mintana Mills” building. The developer wants to reclaim the structure with mixed use retail. They plan to take advantage of the historical district in the area without adding new residential and rename the building to the Bissinger Building. The land is currently leased from MRL/BNSF.

FINANCIALS

Based on the application, a 200K grant would represent a 2.3 to 1 ratio of leveraged assistance. The Development Committee recommended assistance reimbursement up to \$150,000 or a ratio of 3.4 to 1, whichever is the lesser amount. Tax calculations show a potential increase in value for the building and would result in about \$2941 per year in new property taxes. This would represent a 588% increase over the status quo. If approved by City Council, the DBP requests the awarded amount be encumbered until June 30, 2019 or until project is completed as presented, whichever comes first.



DOWNTOWN URBAN RENEWAL ASSISTANCE

APPLICATION FORM FOR GRANTS AND REVOLVING LOAN FUND LOANS

BUSINESS CONTACT INFORMATION

Contact Name	Phillip + Lisa Pngund	Date business commenced:	NEW
Title		Number of Employees:	Four
Company name	Bissinger LLC	Choose One of the below FIN in process EIN or Soc. S #: [REDACTED]	
Phone/#	208-869-6767 / 406-672-0394		
Email	ppngund@gmail; lpngund@gmail		
Company mailing address City, State ZIP Code	3503 Timberline Dr. Billings, MT 59102		

CHECK THE MAP ON THE BACK OF THIS FORM BEFORE CONTINUING

- Check all that apply: I am a property owner inside the District I own and operate a business within the District
 I plan to purchase property in District I plan to move a business into the District

If your proposed project has a different physical address than the one above, please fill in the street address, below:

Street Address: 2525 Minnesota Ave, 59101

- Check all that apply: I am interested in a low rate loan (RLF) I am interested in a reimbursement grant (URD)

What is the total cost of the project, including property acquisition, if applicable? 667,000¹

How much are you wanting to borrow from the Loan Fund (RLF)? -²

A Minimum of 20% Equity Investment is required and all loans are capped at 20% or less of the total cost (box 1) up to \$250,000

How much do you need to make the project "pencil out" (URD Grant Program)? 200,000³

Briefly describe your proposed project: 2.3 to 1

Purchasing the Bissinger Bldg at 2525 Minnesota Ave; old warehouse will be restore to historic appearance and completely renovated. Will house retail Real Deal home decor store in 2700 sq and established spa/salon in 1850 sq. Also have beauty/gue/jewelry store interated. This project completes renovation of the two block housing Fieldhouse Restaurant, Annex Bakery + Coffee shop, Sweet Loft apt and law offices. (See attached for thorough discussion of proposed project.)

If possible, please attach a list of all planned expenditures noting item and amount – for complete project

Return to: Downtown Alliance, 2815 2nd Ave. N., 59101 – email: grask@downtownbillings.com fax to: 406-294-5061

Clear Form

PROJECTED BISSINGER BUILDING VALUE

Purchase Price	\$120,000	\$120,000	\$120,000	\$120,000	
Renovation Costs	\$547,000	\$547,000	\$547,000	\$547,000	
Leasehold Improvements	\$15,000	\$15,000	\$15,000	\$15,000	
Financing Costs	\$10,000	\$10,000	\$10,000	\$10,000	
Total Out of Pocket	\$692,000	\$692,000	\$692,000	\$692,000	
Rentable Space in Sq Ft	4550	4550	4550	4550	
Rent per Sq Ft	\$12	\$13	\$14	\$15	
Gross Rents	\$54,600	\$59,150	\$63,700	\$68,250	
Vacancy at 5%	\$ 2,730	\$ 2,958	\$ 3,185	\$ 3,413	
Property Taxes	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
Insurance	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	
Management Fee at 5%	\$ 2,730	\$ 2,958	\$ 3,185	\$ 3,413	
Maintenance @ 5%	\$ 2,730	\$ 2,958	\$ 3,185	\$ 3,413	
Projected Expenses	\$ 15,590	\$ 16,273	\$ 16,955	\$ 17,638	
Net Operating Income	\$ 39,010	\$ 42,878	\$ 46,745	\$ 50,613	
	Cap Rate				Average
Valuation Estimate	9.00%	\$ 433,444	\$ 476,417	\$ 519,389	\$ 562,361
	10.00%	\$ 390,100	\$ 428,775	\$ 467,450	\$ 506,125
					\$473,008
Comparison to Costs	Cap Rate				
	9.00%	\$ (258,556)	\$ (215,583)	\$ (172,611)	\$ (129,639)
	10.00%	\$ (301,900)	\$ (263,225)	\$ (224,550)	\$ (185,875)

2525 Minnesota Remodel
February, 2017

II. REMODEL CONSTRUCTION - ESTIMATE OF PROBABLE COSTS

	Unit:	Unit Cost:	Qty:	Item Total:	Subtotal
Base Bid Building Construction Breakdown					
1.0 General Requirements (included in 15% overhead costs below)					
2.0 Existing Conditions - Demolition					39,000.00
Remove partitions, lay in, etc	allow			4,500.00	
Remove cmu garage / dock	allow			22,000.00	
Remove brick wall	allow				
Remove window infill, etc	allow			500.00	
Salvage original windows	allow			500.00	
Remove misc foam, etc	allow			500.00	
Misc demo	allow			1,000.00	
Hazardous materials soda blasting ceiling / foam	sf	2.00	5,000	10,000.00	
3.0 Concrete					31,780.00
Curb & gutter	lf	30.00	110	3,300.00	
City sidewalk	sf	8.00	1,100	8,800.00	
Street asphalt / gravel	sf	7.00	1,800	12,600.00	
Site sidewalk	sf	8.00	360	2,880.00	
Ramp stairs	allow				
cementitious topping		15.00			
Interior slab into wood	sf	12.00	350	4,200.00	
4.0 Masonry					27,300.00
Full reconstruction of wall	sf	20.00	220	4,400.00	
Partial reconstruction of wall	sf	15.00	220	3,300.00	
Brick salvage	allow			2,000.00	
Repointing	sf	6.00	2,200	13,200.00	
Cleaner, consolidator	sf	2.00	2,200	4,400.00	
5.0 Metals					17,750.00
Sheet steel railings	sheet	300.00	10	3,000.00	
Steel grate decks / stairs	sf	25.00	510	12,750.00	
Railings	allow			2,000.00	
6.0 Woods & Plastics					35,760.00
Rough Carpentry					
New partitions	lf	72.00	80	5,760.00	
structural reinforcement	sf	5.00	5000	25,000.00	
Finish Carpentry					
Trim, etc	lf	allow		5,000.00	
7.0 Thermal & Moisture Protection					50,560.00
Roof	sf	7	5080	35560	
Skylights	allow			15000	
8.0 Doors & Windows					56,000.00
New 3x8 wood door in hm frame (incl hardware)	per	1,000.00	4	4,000.00	
Aluminum storefront	sf	35.00	1,200	42,000.00	
Repair / reglaze / paint existing windows	per	2,000.00	5	10,000.00	

	Unit:	Unit Cost:	Qty:	Item Total:	Subtotal
9.0 Finishes					
					55,000.00
10.0 Misc					
Restrooms	per	15,000.00	2	30,000.00	
Landscaping & Misc Site	allow			25,000.00	
					40,000.00
15.0 Mechanical					
Mechanical Systems	allow			40,000.00	
					40,000.00
16.0 Electrical					
Electrical Base Cost	allow			40,000.00	
					40,000.00
					SUBTOTAL: \$393,150.00
					Contingency \$39,315.00
					Total: \$432,465.00
					+15% GENERAL CONTRACTOR OVERHEAD & PROFIT (10% OH & 5%P): \$64,869.75
					BASE BID BUILDING CONSTRUCTION TOTAL: \$497,334.75
					Building Gross Area (SF): 5,000
					Base Bid Building Cost per Square Foot: \$99.47
Architectural & Engineering	allow 8% of construction total		432,465.00	\$34,597.20	
Historic Tax Credit Paperwork & Photography				allow	\$15,000.00
					Project Construction Development Total: \$546,931.95

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Downtown tax increment grant up to \$350,000 for Art House Cinema, Phase II

PRESENTED BY: Bruce McCandless, Assistant City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The Art House Cinema occupies the former Center Bowl, located at 109 North 30th Street. It has operated for over two years with a single screen and small wine and beer service area. The owners received a small revolving fund loan and technical assistance grant that assisted with the original planning and building. Phase II improvements are planned for 2018-2019 and would expand the facility to a multi-screen theater with food and beverage services. The operators also plan to purchase the building prior to making these large scale improvements. The Downtown Billings Partnership, Inc. (DBP) Board reviewed the attached application for assistance and is recommending to the Council that it grant up to \$350,000 from the Downtown Tax Increment (TIF) fund. If approved by the City Council, the grant will reimburse the owners for TIF eligible expenses and according to a development agreement that will be developed and executed by the owners and the DBP.

ALTERNATIVES ANALYZED

City Council may:

- approve the grant recommendation. Approving it will allow the owners to seek additional donations and debt financing to buy the building and complete the Phase II improvements; or
- disapprove the grant recommendation. Disapproving the grant may hamper further fundraising for the proposed improvements.

FINANCIAL IMPACT

The proposed grant has been programmed for future years because the payments will reimburse the owners for their costs, expected to occur in 2019.

RECOMMENDATION

The DBP Board recommends that the City Council approve a grant of up to \$350,000 for the Phase II improvements to the Art House Cinema.

APPROVED BY CITY ADMINISTRATOR

Attachments

City Council Action Required for TIFD Assistance

Development Committee Meeting Date: April 12, 2017

Location: Downtown Billings Alliance 2815 2nd Ave. N.

Action: Move to DBP Board and recommend approval

DBP Board Meeting Date: April 28, 2017

Location: GW Building – Public Notice @ <http://downtownbillings.com/downtown-development/>

Action: Approved for up to \$350K reimbursement – Forward to City Council

Art House Cinema Phase II

PROPOSAL:

Over the past several years, Art House Cinema has occupied the G & W Building (former home of Center Lanes bowling). The TIFD has given them minimal assistance through the Revolving Loan Fund as well as participation in a technical assistance project. Art House would like to begin implementing the project described in their Tech. Assist. Document. This will make use of 100% of the first floor of the building. In addition, Art House Cinema will purchase the building from the existing owner. The total cost of the project is projected to be \$2.1 Million. They are requesting up to \$350,000 TIFD reimbursement of qualified expenditures. Change of ownership qualifies for assistance. In addition, the change of use and improvements to this building will easily have more than enough qualified expenditures to warrant this level of TIFD participation. If approved by the Board, this request will need approval by the City Council as well as a Development Agreement.

FINANCIALS

Based on the application, a \$350K grant would represent a 5 to 1 ratio of leveraged assistance. Tax calculations show a potential increase in value for the building and would result in about \$3,164.00 per year in new property taxes. This would represent a 181% increase over the status quo. The Art House Cinema has received TIFD assistance in the form of a 1 to 1 Technical Assistance Grant. TIFD reimbursed them in the amount of \$10,150 on a detailed \$30,300 feasibility report for phase II. Additionally, Art House Cinema is making on time payments to the balance of an RLF loan for phase 1. The original amount of the loan was \$30,000 and funded on 9/25/2015. The outstanding balance is less than \$15,900. They intend to seek a new RLF loan to assist in debt equity to purchase the building to begin Phase II improvements. If City Council approves this request, we would request that the full amount of the award be encumbered until June 30, 2020 or until Phase II construction and building purchase is complete, whichever comes 1st. Developer may request an extension for up to 1 additional year to completion, if DBP Board approves.



DOWNTOWN URBAN RENEWAL ASSISTANCE

APPLICATION FORM FOR GRANTS AND REVOLVING LOAN FUND LOANS

BUSINESS CONTACT INFORMATION	
Contact Name	Nicole Schreiner
Title	Phase 2 Director
Company name	Art House Cinema & Pub/Cine Billings
Phone/#	(406) 534-1128
E-mail	nicole@arthousebillings.com
Company mailing address City, State ZIP Code	109 N. 30th Street Billings, MT 59101
Date business commenced:	3/15/15
Number of Employees:	
Choose One of the below Other	
FIN or Soc. S#	[REDACTED]

CHECK THE MAP ON THE BACK OF THIS FORM BEFORE CONTINUING

Check all that apply: I am a property owner inside the District I own and operate a business within the District
 I plan to purchase property in District I plan to move a business into the District

If your proposed project has a different physical address than the one above, please fill in the street address, below:

Street Address: _____, 59101

Check all that apply: I am interested in a low rate loan (RLF) I am interested in a reimbursement grant (URD)

What is the total cost of the project, including property acquisition, if applicable? \$ 2,100,000.00 1

How much are you wanting to borrow from the Loan Fund (RLF)? 2

A Minimum of 20% Equity Investment is required and all loans are capped at 20% or less of the total cost (box 1) up to \$250,000

How much do you need to make the project "pencil out" (URD Grant Program)? \$ 350,000.00 3

Briefly describe your proposed project:

5 to 1

See Attached.

If possible, please attach a list of all planned expenditures noting item and amount – for complete project

Return to: Downtown Alliance, 2815 2nd Ave. N., 59101 – email: prenk@downtownbillings.com fax to: 406-294-5061

Clear Form

ARTHOUSE

CINEMA & LIVE

PHASE II EXPENSES	QUANTITY	SUBTOTAL	TOTALS
General Conditions	1 LS	\$79,445.00	
Environmental Materials Abatement	1 LS	\$12,800.00	
Building Related Site Improvements	1 LS	\$27,135.00	
Concrete	1 LS	\$25,065.00	
Masonry	1 LS	\$18,921.00	
Metals	1 LS	\$14,747.00	
Carpentry	1 LS	\$190,780.00	
Thermal & Moisture Protection	1 LS	\$53,608.00	
Doors & Windows	1 LS	\$50,199.00	
Finishes	1 LS	\$165,375.00	
Specialties	1 LS	\$10,586.00	
Mechanical/Electrical/Plumbing Systems	1 LS	\$306,954.00	
SUBTOTAL			\$955,615.00
Profit & Overhead (10%)	1 LS	\$95,562.00	
TOTAL CONSTRUCTION COST			\$1,051,177.00
Architectural/Engineering Fees (9%)	1 LS	\$94,606.00	
Theater A/V Equipment	1 LS	\$210,000.00	
Theater Seating	1 LS	\$27,600.00	
New Front Marquee	1 LS	\$35,000.00	
Signage & Graphics	1 LS	\$20,000.00	
Kitchen Equipment	1 LS	\$35,000.00	
Misc. Furniture, Fixtures, & Equipment	1 LS	\$45,000.00	
Misc. System Development Fees	1 LS	\$17,000.00	
TOTAL MISC. COSTS			\$484,206.00
TOTAL PHASE II PROBABLE COST			\$1,535,383.00

PHASE III EXPENSES		
	QUANTITY	SUBTOTAL
General Conditions	1 LS	\$20,874.00
Environmental Materials Abatement	1 LS	\$22,700.00
Carpentry	1 LS	\$27,865.00
Doors & Windows	1 LS	\$38,952.00
Finishes	1 LS	\$60,081.00
Specialties	1 LS	\$2,428.00
Mechanical/Electrical/Plumbing Systems	1 LS	\$58,815.00
SUBTOTAL		\$231,715.00
Profit & Overhead (10%)	1 LS	\$23,172.00
TOTAL CONSTRUCTION COST		\$254,107.00
Architectural/Engineering Fees (9%)	1 LS	\$22,940.00
TOTAL PHASE III PROBABLE COST		\$277,127.00

ART HOUSE

CINEMA & PUB

ANTICIPATED PROJECT TIMELINE		DATE
1	Prepare as-built drawings, begin the condition assessment, and begin a comprehensive building code review of the G&W Building.	July, 2016
2	Tour the Roxy Theater, Missoula, Montana	August, 2016
3	Complete the Preliminary Design Study	November, 2016
4	Begin Fundraising Activities	November, 2016
5	Purchase G&W Building	January, 2018
6	Complete Phase II Design Development and Construction Document Phases, bid the project, and permit for Construction.	January, 2019
7	Phase II construction substantial completion.	July, 2019
8	Complete Phase III Design Development and Construction Document Phases, bid the project, and permit for Construction.	July, 2020
9	Phase III construction substantial completion.	November, 2020
10	Complete Phase IV Design Development and Construction Document Phases, bid the project, and permit for Construction.	July, 2021
11	Phase IV construction substantial completion.	November, 2021

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Annexation #17-02: Acknowledge receipt of petition and set a public hearing date

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

PROBLEM/ISSUE STATEMENT

Michael Sartorie, for owners Richard and Mae Sartorie, submitted a petition to annex land the family owns using the provisions of Section 7-2-4600, MCA. The subject property is a 5.4 acre parcel described as Tract 2B-2 of Amended Tract 2B, Corrected Certificate of Survey 840, Second Amended. The property is located west of Hawthorne Lane and north of Kyhl Lane in the Billings Heights. The property is vacant and has been used for agricultural purposes. The owner is requesting annexation in order to develop the property in the City for residential purposes as part of the Sartorie Subdivision, 2nd Filing. The owner has submitted a preliminary subdivision plat application in the City for the residential subdivision. The annexation schedule is designed to ensure the preliminary plat application comes to the Council later in July after the annexation has been acted upon.

The property is located within the five-year annexation area of the City's Limits of Annexation Map and appears to meet some of the City's criteria in its Annexation Policy. A detailed review and analysis of the Annexation Policy criteria will be provided in the Council's public hearing memo. The City Council's policy is to consider annexations at two separate Council meetings. At the first meeting, the Council acknowledges receipt of a petition and sets a public hearing date. At the second meeting, the Council conducts the hearing and takes action on the annexation petition.

ALTERNATIVES ANALYZED

Section 7-2-4600, MCA, allows owners of more than 50% of the property to petition the City for annexation. The only alternative that is consistent with City Council policy is to acknowledge receipt of the petition and set a public hearing date.

FINANCIAL IMPACT

Analysis by City staff of how City services may be provided to this property and a recommendation on the annexation will be prepared and presented at the public hearing.

RECOMMENDATION

Staff recommends that the City Council acknowledge receipt of the annexation petition and schedule a public hearing for July 10, 2017 to consider annexing this property.

APPROVED BY CITY ADMINISTRATOR

**PETITION
FOR ANNEXATION
TO THE CITY OF BILLINGS**



NOTICE TO PETITIONER

This is a Petition to the City of Billings requesting the annexation of property to the City, pursuant to MCA Title 7, Chapter 2, Part 46. Procedures for annexation are governed by the Statutes of the State of Montana. This Petition requires the signatures of more than 50% of the Resident Freeholder Electors to be considered for annexation.

INSTRUCTIONS

1. All items must be completed or provided. Please type or print. You may attach additional pages if more space is needed.
2. Prepare a map drawn to a scale adequate and legible to show the property requesting annexation and all other property within one-quarter (1/4) mile.

The map must show:

- a. The present and proposed boundaries of the municipality;
 - b. The present streets, major trunk water mains and sewer mains;
 - c. The zoning of the property requesting annexation and the property immediately adjacent to it.
3. The Petition should be submitted to the Planning Department, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., located on the 4th Floor at 2825 3rd Avenue North, Billings, Montana. Upon presentation, the Petition will be checked for completeness. Once accepted, the Petition will be routed to the following City Departments: Public Works, City-County Planning, Public Utilities, Fire Department, City Attorney, Police Department, Parks and Recreation Department, and the Finance Department. If the departments find no problems with the Petition, the City Clerk will schedule the Petition for City Council action.
 4. By filing the petition for annexation, the Petitioner(s) agree that only those City services which are available to the general area shall be provided to Petitioner, and that additional services as may become available to the general area shall be made available to Petitioner(s) in the same manner as said services are made available to other residents of the City. Petitioner(s) specifically waive the right to the report and plans for extension of services as provided in MCA Title 7, Chapter 2, Part 47.
 5. A description of the territory to be annexed to the City is legally described on a document attached hereto.

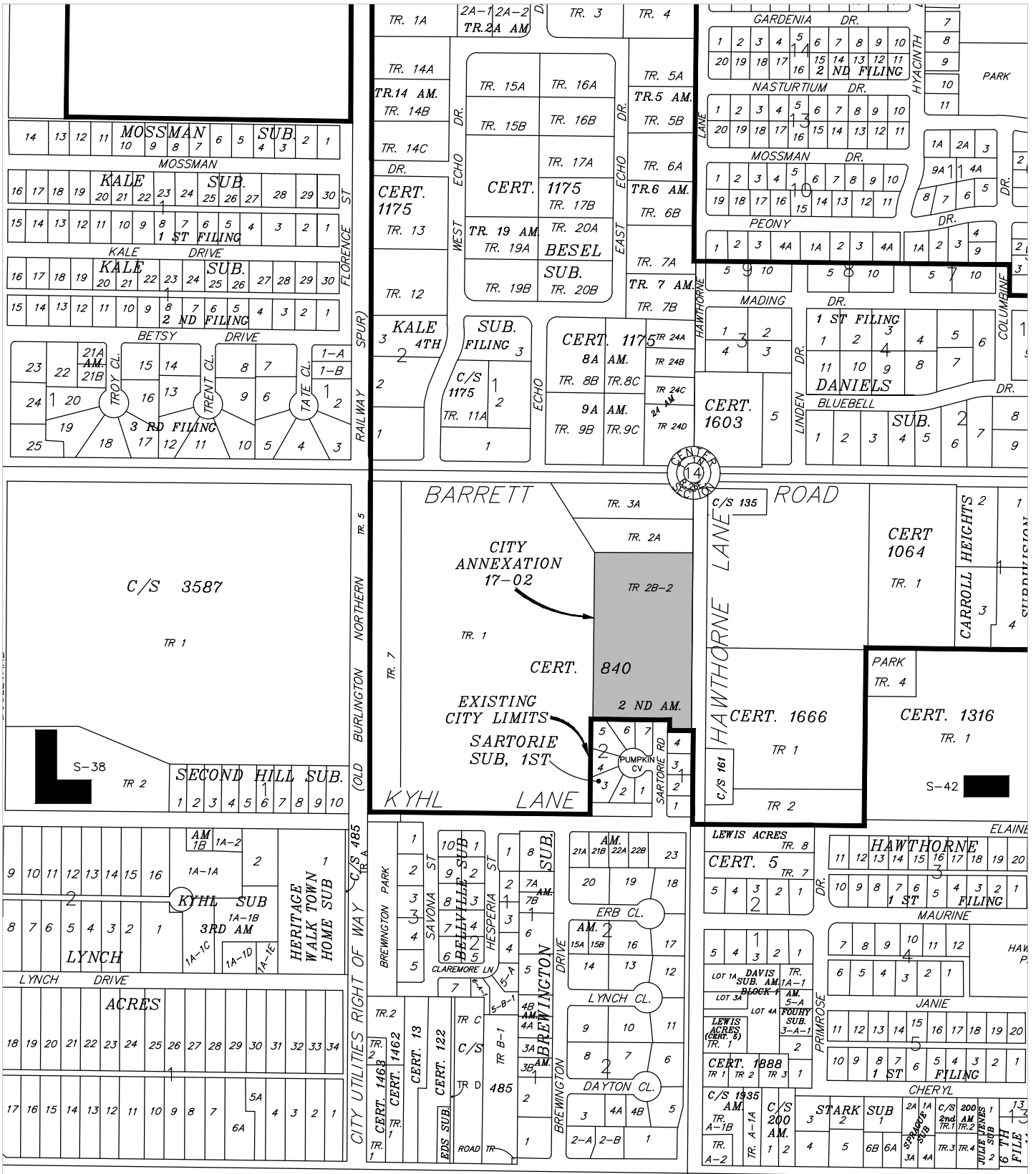
RESIDENT FREEHOLDER ELECTORS

Date	Print Name	Name	Signature	Address
1/3/17	MICHAEL R. SATORIO	MRS		1880 Hawthorne Ln.

(continued on separate page)

P Z - 17 - 00044

EXHIBIT A



Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Resolution to Close Special Improvement/Sidewalk Bond Debt Funds to the SID Revolving Fund

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

State law requires closing SID/Sidewalk debt service funds once the debt has been satisfied. Any excess/deficit cash balances upon completion of the bond obligations are transferred to the SID Revolving Fund. The following funds and SID's will be closed into fund 8200:

- Pooled sidewalk issues in fund 8680
- Special Improvement District 1341
- Pooled SID's in funds 8210, 8220, and 8320

ALTERNATIVES ANALYZED

There are no viable alternatives to approving the resolution since State law (MCA 7-15-4222) requires this action.

FINANCIAL IMPACT

The revolving fund will receive cash of \$106,000 for the SIDs and Sidewalks.

RECOMMENDATION

Staff recommends that the City Council approve the Resolution authorizing the closure of Special Improvement District Funds to the SID Revolving Fund.

APPROVED BY CITY ADMINISTRATOR

Attachments

- Attachment B
 - Attachment C
 - Resolution
-

ATTACHMENT B

LOCATION OF THE SIDS TO BE CLOSED

SID 8680 Pooled Series – 2001A Pooled Sidewalk Series
SID 2101 Misc. Curb, Gutter, Alley & Sidewalk program-various locations throughout the city

SID 1341 SID 1341 Non-Pooled Series – 2000
SID 1341 Circle Fifty Sub – 38th and Parkhill Drive

SID 8210 Pooled Series-2000A SID - Pooled SID Series
SID 1344 Hallowell Lane Sanitary Sewer Improvements.
SID 1345 Lake Hills Subdivision – Wentworth Drive Improvements.

SID 8220 Pooled Series-2001B SID - Pooled SID Series
SID 1346 North Broadway Streetscape – North Broadway from MT Ave. to 4th Ave. N.
SID 1348 Greenbriar Road Water Improvements. In the heights near Lake Hills Drive.
SID 1350 Lake Hills Drive Improvements. Pinehurst Road and Lake Hills Drive.
SID 1352 Tamarisk Drive and Burning Tree Drive Improvements. Lake Hills Golf Course.

SID 8320 Pooled Series-2009
SID 1385 King Ave East Improvements.

ATTACHMENT C

SID 1341 2000 NON-Pooled SID Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH
1341	2000	470,000.00	43,512.22
TOTALS		470,000.00	43,512.22

SID 8680 2001A Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH
868	2001	-	(59.66)
2101	2001	125,000.00	(11,272.95)
TOTALS		125,000.00	(11,332.61)

SID 8210 2000A SID - Pooled SID Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH
821	2000	57,597.00	-
1344	2000	580,788.00	(39,214.16)
1345	2000	38,615.00	(872.03)
TOTALS		677,000.00	(40,086.19)

SID 8220 2001B SID - Pooled SID Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH
822	2001	500.00	-
1346	2001	590,000.00	124,256.95
1348	2001	38,500.00	3,949.66
1350	2001	144,000.00	(6,413.56)
1352	2001	68,000.00	(60.38)
TOTALS		841,000.00	121,732.67

SID 8320 2009 Pooled SID Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH
1385	2009	5,360,000.00	(7,609.49)
TOTALS		5,360,000.00	(7,609.49)

SIDEWALK & SID TOTALS		7,473,000.00	106,216.60
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ATTACHMENT A

RESOLUTION _____

A RESOLUTION TO CLOSE THE SPECIAL IMPROVEMENT DISTRICT DEBT FUNDS AND SIDEWALK SPECIAL ASSESSMENT DEBT FUNDS TO THE SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND PURSUANT TO M.C.A. 7-12-4222.

WHEREAS, the Special Improvement District Bond Debt Obligation and the Sidewalk Special Assessment Debt Obligation has been paid in full and excess/deficit balances remain, and

WHEREAS, state law requires that Special Improvement/Sidewalk Debt Funds be closed to the SID Revolving Fund and the City Council has the authority to close these funds after all debt has been satisfied.

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

That the Special Improvement/Sidewalk Funds be closed per Attachment C to the SID Revolving Fund effective June 26, 2017:

PASSED AND APPROVED by the City Council, this 26th day of June 2017.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Cancellation of Checks and Warrants

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The Finance Department annually reviews outstanding checks and warrants. Under State law MCA 7-6-4303, City Council has the authority to cancel municipal checks and warrants that have remained outstanding or unpaid for a period of one year. Vendors, City employees and former employees were notified that they had outstanding checks and were given the option to pay the stop payment fee of \$13 to have a check reissued.

ALTERNATIVES ANALYZED

The Council may:

- Approve cancelling outstanding checks and warrants, or
- Disapprove cancelling the checks and warrants.

FINANCIAL IMPACT

The money amounts contained in the canceled checks and warrants will revert to affected funds. Employees and vendors were notified and given the opportunity to pay the stop payment fee and have their checks reissued. The final cancelations may not exactly match the attachment, because payees are still responding and checks that are reissued will not be canceled.

RECOMMENDATION

Staff recommends that the City Council authorize canceling outstanding checks and warrants and receivable balances.

APPROVED BY CITY ADMINISTRATOR

Attachments

Cancelled Checks and Warrants

VOIDED CHECKS TO COUNCIL- JUNE 2017
ACCOUNTS PAYABLE Checks Outstanding Thru 6-30-16

Number	Date	Name	Amount
793513	4/25/2016	Kevin Knutson	25.00
785830	7/13/2015	Booth, Cari	5.00
786414	7/27/2015	Lausch, Jared	18.00
786898	8/17/2015	Brandy Anderson	12.00
787123	8/24/2015	Constructed By Design	45.00
787356	8/31/2015	Lausch, Jared	31.80
787360	8/31/2015	Melissa Heatherman	100.00
787636	9/14/2015	Dwight Holmes	12.00
787647	9/14/2015	Fugere, Ingrid	49.73
787743	9/21/2015	Aaron Malek	12.00
787859	9/21/2015	Katie Brand	12.00
787961	9/21/2015	Trevor Elias	12.00
788890	10/26/2015	Weber, Gabby	5.00
789432	11/23/2015	Alicia Bearcrane	100.00
789525	11/23/2015	Hogan Corp Services	540.00
789597	11/23/2015	Securitas Security Services USA, Inc.	25.00
790091	12/14/2015	Wesco	20.35
790132	12/21/2015	Black, Jackie	5.00
790298	12/21/2015	Wystub, Maria N	23.50
790831	1/19/2016	Hartwell, Edward	5.00
791465	2/16/2016	Christine Twito	10.00
791834	2/29/2016	James Wilson	12.00
791844	2/29/2016	Joni Kunkel	12.00
791845	2/29/2016	Joseph Smartt	12.00
791850	2/29/2016	Kelley Brano	50.00
792183	3/14/2016	Caden Rottrup	10.00
792649	3/28/2016	Randi Felton	12.00
792676	3/28/2016	Timothy Ray	12.00
793153	4/11/2016	Lori Gilbert	10.00
793268	4/18/2016	Cynthia Barbula	12.00
793420	4/25/2016	Alan Mackichan	12.00
793445	4/25/2016	Brown, Jeffrey	103.50
793475	4/25/2016	Durrett, Sydney	45.62
794424	5/31/2016	Montana Women'S Run	20.00
794475	5/31/2016	Tran, Thanh Cong	5.00
794495	5/31/2016	Zachary Wallis	219.70
794513	6/6/2016	Benner, Karen	5.00
794550	6/6/2016	Dockery, Ashley	5.00
794675	6/6/2016	Rosenfeld, Heather	5.00
794707	6/6/2016	Vincent Winterhalter	40.00
794889	6/13/2016	Shay, Rebecca	5.00
794909	6/13/2016	Thomas Christa	5.00
795013	6/20/2016	Get Juiced	105.00
Total			1,786.20

PAYROLL CHECKS TO BE VOIDED - JUNE 2017

Check #	Date	Name	Amount
18096	05/01/2015	Kirkpatrick, Amanda	35.94
18232	05/15/2015	Kirkpatrick, Amanda	35.94
18281	05/15/2015	Darling, William S.	299.30
18378	05/29/2015	Kirkpatrick, Amanda	35.94
18534	06/12/2015	Kirkpatrick, Amanda	18.47
19566	08/07/2015	Elletson, Camden M.	210.65
21546	04/29/2016	Anderson, Jadzia	26.32
Total			662.56

HEALTH - FLEX CHECKS TO BE VOIDED - JUNE 2017

Check #	Date	NAME	Amount
82755	06/29/2015	Sulser, Peter	23.51
84596	04/29/2016	Collings, Karen	25.00
84767	04/29/2016	Collings, Karen	45.00
Total			93.51

HEALTH - CLAIMS CHECKS TO BE VOIDED - JUNE 2017

Check #	Date	Name	Amount
284249	05/12/2015	Gartner, George	25.00
284258	05/12/2015	Pust, Lester	25.00
284259	05/12/2015	Pust, Lester	25.00
284260	05/12/2015	Pust, Lester	30.00
284262	05/12/2015	Sanders, Andrew	25.00
284431	05/12/2015	Donald J. Peretti	69.62
284447	05/12/2015	Smith, Zoe A.	25.00
284448	05/12/2015	Valdez, Froilan	25.00
284647	05/26/2015	Smith, Bruce	5.00
285857	07/07/2015	Fox, Ronda M.	25.00
287175	08/25/2015	Calentine, Shauna L.	329.60
289021	10/27/2015	Fox, Ronda M.	25.00
289851	11/23/2015	Dobbs, Scott	15.00
290298	12/08/2015	Conway, Shannon	18.36
290304	12/08/2015	Scott, Tracy	3.79
290306	12/08/2015	Volek, Tina	3.52
291464	01/12/2016	Berumen, David	17.12
291468	01/12/2016	Fox, Ronda M.	25.00
291472	01/12/2016	Pabich, Steven J.	0.30
291473	01/12/2016	Pabich, Steven J.	0.30
291965	01/26/2016	Stoval, Jay	25.00
292057	01/26/2016	MT Physical Therapy	236.16
293066	03/08/2016	Dobbs, Scott	15.00
293071	03/08/2016	Finnegan, Shawn	35.00
293074	03/08/2016	Garcia, Lawrence	25.00
293076	03/08/2016	Gilmore, Richard	30.00
293089	03/08/2016	Lange, Brandon J.	30.00
293091	03/08/2016	Lawrence, Neil D.	10.00
293099	03/08/2016	Meis, Shawn D.	15.00
293101	03/08/2016	Moore, Ryan	30.00
293110	03/08/2016	Poser, Aaron, E.	20.00
293124	03/08/2016	Smith, Terry H.	15.00
294193	04/05/2016	Stinchfield, Tom M.	17.95

Total 1,221.72

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Payment of Claims May 30, 2017

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$621,592.13 have been audited and are presented for City Council payment approval. A complete listing of the claims dated May 30, 2017, 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

councilmemo_5.30.2017

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/30/2017	804532	AAA Striping Service	Park District 1	\$ 3,700.00	Striping for Rose, Stewart, and Pioneer
05/30/2017	804533	AAAE	Airport	\$ 4,500.00	Invoice #17SUP185512
05/30/2017	804534	Ace Electric Inc	Light Maintenance	\$ 2,850.00	service at virginia and poly for lights
05/30/2017	804543	Apple Creek Propagators	Parks Programs	\$ 2,683.55	Trees for parks
05/30/2017	804548	Beartooth Environmental, Inc.	Solid Waste	\$ 3,000.00	Hazardous Waste Disposal
05/30/2017	804553	Billings Clinic	Public Safety	\$ 600.00	SANE 2017028
05/30/2017	804553	Billings Clinic	Public Safety	\$ 600.00	SANE 2017033
05/30/2017	804553	Billings Clinic	Public Safety	\$ 600.00	SANE 2017030
05/30/2017	804553	Billings Clinic	Public Safety	\$ 600.00	SANE 2017038
05/30/2017	804553	Billings Clinic	Public Safety	\$ 600.00	SANE 2017023
05/30/2017	804555	Brenntag Pacific Inc	Wastewater	\$ 2,500.00	CHEIMCAL
05/30/2017	804564	Chicago Title of Montana LLC	CDBG	\$ 10,000.00	FTHB Jeremy Hunt 434 Burlington Avenue
05/30/2017	804565	Chicago Title of Montana LLC	CDBG	\$ 10,000.00	FTHB Megan Lawson 1317 Yellowstone River
05/30/2017	804566	Chicago Title of Montana LLC	CDBG	\$ 15,000.00	FTHB Daniel Martinez 1104 Competition Avenue
05/30/2017	804567	Chicago Title of Montana LLC	CDBG	\$ 15,000.00	FTHB Michael Webb 1405 12th Street West
05/30/2017	804569	Connor's Garage Door Service	Airport	\$ 3,624.00	Invoice #4556. Replace door damaged by
05/30/2017	804573	Creative Monograms	Water	\$ 2,690.00	WATER PARTS AND SUPPLIES PO NUM
05/30/2017	804579	Damage Recovery	Property Ins	\$ 3,574.91	Hail damage to a rental car leashed by BPD
05/30/2017	804580	DC Frost Associates Inc	Wastewater	\$ 3,614.69	lamps
05/30/2017	804581	Dixie Petro-Chem	Water	\$ 3,192.00	WATER PARTS AND SUPPLIES PO NUM
05/30/2017	804589	First Montana Title Co	CDBG	\$ 10,000.00	FTHB Victor Rel 839 Joyce Circle
05/30/2017	804591	Galles Filter Service	Water	\$ 116.96	WATER PARTS AND SUPPLIES PO NUM
05/30/2017	804591	Galles Filter Service	Solid Waste	\$ 343.30	Filters for Landfill equipment
05/30/2017	804591	Galles Filter Service	Water	\$ 34.85	NONSTOCKING ITEMS-P.U.D.
05/30/2017	804591	Galles Filter Service	Fleet	\$ 115.22	P-68258-01 PO NUM 302825
05/30/2017	804591	Galles Filter Service	Fleet	\$ 230.51	P-68367.01 PO NUM 302825
05/30/2017	804591	Galles Filter Service	Street/Traffic Oper	\$ 23.12	T-67168
05/30/2017	804591	Galles Filter Service	Street/Traffic Oper	\$ 41.52	T-67175
05/30/2017	804591	Galles Filter Service	Fleet	\$ 17.26	P-68257-01 PO NUM 302825
05/30/2017	804591	Galles Filter Service	Fleet	\$ 21.29	P-68442-01 PO NUM 302825
05/30/2017	804591	Galles Filter Service	Public Safety	\$ 43.56	T-67368
05/30/2017	804591	Galles Filter Service	Fleet	\$ 116.96	P-68552-01 PO NUM 302825
05/30/2017	804591	Galles Filter Service	Fleet	\$ 398.16	P-68630-01 PO NUM 302825
05/30/2017	804591	Galles Filter Service	Fleet	\$ 157.39	P-68746-01 PO NUM 302825
05/30/2017	804591	Galles Filter Service	Public Safety	\$ 5.70	P-68695-01
05/30/2017	804591	Galles Filter Service	Solid Waste	\$ 392.09	Parts for Landfill equipment
05/30/2017	804591	Galles Filter Service	Fleet	\$ 345.73	P-68818-01 PO NUM 302825
05/30/2017	804591	Galles Filter Service	Water	\$ 135.36	WATER PARTS AND SUPPLIES PO NUM
05/30/2017	804591	Galles Filter Service	Solid Waste	\$ 445.07	Parts for Landfill Equipment
05/30/2017	804591	Galles Filter Service	Transit	\$ 157.39	BUS MET PO NUM 302825
05/30/2017	804591	Galles Filter Service	Transit	\$ 5.70	AUTO &TRUCK MAINT.ITEMS

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/30/2017	804591	Galles Filter Service	Solid Waste	\$ 386.60	Filters for Landfill equipment
05/30/2017	804591	Galles Filter Service	Transit	\$ 416.03	BUS MET PO NUM 302825
05/30/2017	804591	Galles Filter Service	Transit	\$ 48.36	AUTO &TRUCK MAINT.ITEMS
05/30/2017	804591	Galles Filter Service	Fleet	\$ 8.92	T-67638 PO NUM 302825
05/30/2017	804595	Gillig Corporation	Transit	\$ 2,890.94	BUS MET PO NUM 303133
05/30/2017	804595	Gillig Corporation	Transit	\$ 781.14	AUTO &TRUCK MAINT.ITEMS
05/30/2017	804595	Gillig Corporation	Transit	\$ 781.14	AUTO &TRUCK MAINT.ITEMS
05/30/2017	804595	Gillig Corporation	Transit	\$ 2,395.00	AUTO &TRUCK MAINT.ITEMS
05/30/2017	804598	Good Earth Works Co Inc The	Park District 1	\$ 3,767.00	Install drain at Veterans bathroom
05/30/2017	804601	Great West Engineering, Inc	Solid Waste	\$ 10,425.50	Landfill Consulting Title V NSPS
05/30/2017	804601	Great West Engineering, Inc	Solid Waste	\$ 8,031.60	Landfill Consulting Title V NSPS
05/30/2017	804605	Hardy Construction Co.	Park District 1	\$ 59,259.07	Provide landscaping improvement for
05/30/2017	804608	HDR, Inc.	Storm Sewer	\$ 17,473.62	MS4 General Permit - Manual
05/30/2017	804609	Highmark Traffic Services Inc	Airport	\$ 3,939.00	Invoice #5785. Spring Runway Striping 10L/28R
05/30/2017	804611	Holland & Hart LLP	Storm Sewer	\$ 5,805.68	Upper Missouri Waterkeeper Intervention fees
05/30/2017	804617	Iaff	Sidewalk Debt Svc	\$ 4,640.90	Payroll Summary
05/30/2017	804618	Intermountain Traffic, LLC	Street/Traffic Oper	\$ 4,975.00	TAPCO dual beacon/blinker sign controller/
05/30/2017	804622	Jay's Waterline Repair	Water	\$ 500.00	2487 Stephanie PI leak repair
05/30/2017	804622	Jay's Waterline Repair	Water	\$ 3,200.00	4230 orchard repair
05/30/2017	804630	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,617.11	asphalt
05/30/2017	804630	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,777.54	asphalt
05/30/2017	804630	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 846.07	asphalt
05/30/2017	804630	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 1,241.35	asphalt
05/30/2017	804638	MJR Industries Inc	Airport	\$ 8,932.77	Supply & Install 1 Bag Belt for American Airlines
05/30/2017	804638	MJR Industries Inc	Airport	\$ 789.42	Invoice #17-000290-RR. Retainage Release
05/30/2017	804641	Montana CSED	Sidewalk Debt Svc	\$ 4,248.20	Payroll Summary
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 44.53	283 116 0655 3. IP-12 Alpine. May 2017.
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 35.93	295 580 1000 4. Aero Interiors. May 2017
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 105.91	185 580 1000 7. TSA Building. May 2017
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 358.62	889 373 1000 6. Car Wash. May 2017
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 192.29	129 573 1000 1. Mud Wash. May 2017
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 38.80	229 573 1000 0. Detail Bay 1 Hertz. May 2017
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 47.97	629 573 1000 6. Detail Bay 2 National/Alamo.
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 38.22	329 573 1000 9. Detail Bay 3 Enterprise. May
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 27.31	429 573 1000 8. Detail Bay 4 Avis/Budget. May
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 23.87	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. May
05/30/2017	804642	Montana Dakota Utilities Co	Public Safety	\$ 15.07	062 907 9494 7
05/30/2017	804642	Montana Dakota Utilities Co	Public Safety	\$ 542.44	169 233 1000 3
05/30/2017	804642	Montana Dakota Utilities Co	Library	\$ 739.29	219 924 4851 0
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 336.82	285 580 1000 6
05/30/2017	804642	Montana Dakota Utilities Co	Wastewater	\$ 2,920.69	293 780 1000 2

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/30/2017	804642	Montana Dakota Utilities Co	Wastewater	\$ 5,841.39	293 780 1000 2
05/30/2017	804642	Montana Dakota Utilities Co	Wastewater	\$ 2,920.69	293 780 1000 2
05/30/2017	804642	Montana Dakota Utilities Co	Water	\$ 15.38	373 580 1000 9
05/30/2017	804642	Montana Dakota Utilities Co	Water	\$ 15.38	373 580 1000 9
05/30/2017	804642	Montana Dakota Utilities Co	General	\$ 70.92	437 780 1000 9
05/30/2017	804642	Montana Dakota Utilities Co	General	\$ 27.90	501 473 1000 2
05/30/2017	804642	Montana Dakota Utilities Co	Public Safety	\$ 27.14	514 117 0478 9
05/30/2017	804642	Montana Dakota Utilities Co	Public Safety	\$ 168.28	533 653 1000 1
05/30/2017	804642	Montana Dakota Utilities Co	Water	\$ 47.97	541 380 1000 1
05/30/2017	804642	Montana Dakota Utilities Co	P.W. Admin	\$ 46.35	595 373 1000 1
05/30/2017	804642	Montana Dakota Utilities Co	Engineering	\$ 69.54	595 373 1000 1
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 3,720.90	595 580 1000 1
05/30/2017	804642	Montana Dakota Utilities Co	Wastewater	\$ 29.97	596 733 1000 5
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 619.04	706 580 1000 7
05/30/2017	804642	Montana Dakota Utilities Co	Parking	\$ 15.63	717 353 1000 6
05/30/2017	804642	Montana Dakota Utilities Co	Wastewater	\$ 31.85	735 453 1000 2
05/30/2017	804642	Montana Dakota Utilities Co	Parking	\$ 54.79	799 152 1209 0
05/30/2017	804642	Montana Dakota Utilities Co	Airport	\$ 14.13	806 580 1000 6
05/30/2017	804642	Montana Dakota Utilities Co	Public Safety	\$ 214.34	885 880 1000 4
05/30/2017	804642	Montana Dakota Utilities Co	Water	\$ 28.25	921 580 1000 6
05/30/2017	804642	Montana Dakota Utilities Co	Facilities Mngmt	\$ 1,547.45	929 780 1000 4
05/30/2017	804642	Montana Dakota Utilities Co	Wastewater	\$ 32.84	955 043 1000 4
05/30/2017	804642	Montana Dakota Utilities Co	Transit	\$ 898.72	962 880 1000 0
05/30/2017	804646	Montana State Fireman's Assoc	Sidewalk Debt Svc	\$ 3,794.68	Payroll Summary
05/30/2017	804649	Morrison Maierle Inc	Water	\$ 6,902.95	2017 Water & Sewer Projects - Sch 2
05/30/2017	804649	Morrison Maierle Inc	Wastewater	\$ 28,316.17	2017 Water & Sewer Projects - Sch 2
05/30/2017	804651	MPPA Montana Police Protective Association	Sidewalk Debt Svc	\$ 2,615.47	Payroll Summary
05/30/2017	804656	Network Information Systems	P.W. Admin	\$ 1,535.20	Eng parking lot cameras
05/30/2017	804656	Network Information Systems	Engineering	\$ 2,302.80	Eng parking lot cameras
05/30/2017	804656	Network Information Systems	Information Resources	\$ 1,375.00	13.5 hours billable computer network labor
05/30/2017	804660	NorthWestern Energy	P.W. Admin	\$ 376.76	Electricity
05/30/2017	804660	NorthWestern Energy	Engineering	\$ 565.13	Electricity
05/30/2017	804660	NorthWestern Energy	Water	\$ 3,877.54	3116 17TH ST W
05/30/2017	804660	NorthWestern Energy	Water	\$ 2,621.61	2251 Belknap
05/30/2017	804660	NorthWestern Energy	Water	\$ 66,414.22	2251 Belknap
05/30/2017	804660	NorthWestern Energy	Wastewater	\$ 873.88	2251 Belknap
05/30/2017	804660	NorthWestern Energy	Facilities Mngmt	\$ 6,159.12	0100507-3
05/30/2017	804660	NorthWestern Energy	Parking	\$ 306.06	0720829-1
05/30/2017	804660	NorthWestern Energy	Parking	\$ 2,130.55	0720834-1
05/30/2017	804660	NorthWestern Energy	Radio	\$ 123.00	0721580-9
05/30/2017	804660	NorthWestern Energy	General	\$ 22.81	0722237-5

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/30/2017	804660	NorthWestern Energy	General	\$ 5.85	0722247-4
05/30/2017	804660	NorthWestern Energy	General	\$ 353.63	0722251-6
05/30/2017	804660	NorthWestern Energy	General	\$ 43.05	0722254-0
05/30/2017	804660	NorthWestern Energy	General	\$ 99.65	0722255-7
05/30/2017	804660	NorthWestern Energy	General	\$ 426.31	0722257-3
05/30/2017	804660	NorthWestern Energy	General	\$ 101.45	0722260-7
05/30/2017	804660	NorthWestern Energy	General	\$ 43.05	0722261-5
05/30/2017	804660	NorthWestern Energy	General	\$ 43.05	0722262-3
05/30/2017	804660	NorthWestern Energy	General	\$ 43.05	0722263-1
05/30/2017	804660	NorthWestern Energy	General	\$ 43.05	0722265-6
05/30/2017	804660	NorthWestern Energy	General	\$ 106.48	0722266-4
05/30/2017	804660	NorthWestern Energy	General	\$ 43.15	0722268-0
05/30/2017	804660	NorthWestern Energy	General	\$ 12.12	0722269-8
05/30/2017	804660	NorthWestern Energy	General	\$ 43.05	0722285-4
05/30/2017	804660	NorthWestern Energy	General	\$ 12.80	0722292-0
05/30/2017	804660	NorthWestern Energy	General	\$ 32.32	0722293-8
05/30/2017	804660	NorthWestern Energy	General	\$ 10.39	0722905-7
05/30/2017	804660	NorthWestern Energy	General	\$ 144.25	0722933-9
05/30/2017	804660	NorthWestern Energy	General	\$ 101.45	0723027-9
05/30/2017	804660	NorthWestern Energy	General	\$ 109.63	0723035-2
05/30/2017	804660	NorthWestern Energy	General	\$ 7.33	0723036-0
05/30/2017	804660	NorthWestern Energy	General	\$ 200.97	0723037-8
05/30/2017	804660	NorthWestern Energy	General	\$ 43.05	0723038-6
05/30/2017	804660	NorthWestern Energy	General	\$ 43.05	0723041-0
05/30/2017	804660	NorthWestern Energy	General	\$ 62.81	0723042-8
05/30/2017	804660	NorthWestern Energy	General	\$ 288.03	0723044-4
05/30/2017	804660	NorthWestern Energy	General	\$ 101.45	0723048-5
05/30/2017	804660	NorthWestern Energy	General	\$ 101.45	0723050-1
05/30/2017	804660	NorthWestern Energy	General	\$ 42.93	0723051-9
05/30/2017	804660	NorthWestern Energy	General	\$ 43.15	0723052-7
05/30/2017	804660	NorthWestern Energy	General	\$ 164.86	0723054-3
05/30/2017	804660	NorthWestern Energy	General	\$ 12.11	0723055-0
05/30/2017	804660	NorthWestern Energy	General	\$ 49.51	0723056-8
05/30/2017	804660	NorthWestern Energy	General	\$ 12.62	0723057-6
05/30/2017	804660	NorthWestern Energy	General	\$ 21.84	0723058-4
05/30/2017	804660	NorthWestern Energy	General	\$ 7.35	0723090-7
05/30/2017	804660	NorthWestern Energy	General	\$ 5.85	0723162-4
05/30/2017	804660	NorthWestern Energy	General	\$ 599.94	0723170-7
05/30/2017	804660	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	0723644-1
05/30/2017	804660	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	0723645-8
05/30/2017	804660	NorthWestern Energy	General	\$ 31.58	0789437-1

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/30/2017	804660	NorthWestern Energy	Parks Maintenance	\$ 61.86	1059093-3
05/30/2017	804660	NorthWestern Energy	Parking	\$ 1,224.44	1569636-2
05/30/2017	804660	NorthWestern Energy	Parking	\$ 990.39	1594282-4
05/30/2017	804660	NorthWestern Energy	Transit	\$ 152.90	1784756-7
05/30/2017	804660	NorthWestern Energy	Public Safety	\$ 322.72	1984150-1
05/30/2017	804660	NorthWestern Energy	Public Safety	\$ 339.94	1984155-0
05/30/2017	804660	NorthWestern Energy	Parking	\$ 1,595.65	3067416-2
05/30/2017	804660	NorthWestern Energy	Airport	\$ 64.15	0719616-5. ARFF Facility Lights. May 2017
05/30/2017	804660	NorthWestern Energy	Airport	\$ 327.56	0712792-1. IP-7. May 2017
05/30/2017	804660	NorthWestern Energy	Airport	\$ 13.84	0712799-6. IP-8. May 2017
05/30/2017	804660	NorthWestern Energy	Airport	\$ 1,212.24	0712800-2. IP-9. May 2017
05/30/2017	804660	NorthWestern Energy	Airport	\$ 192.67	0712809-3. IP-11. May 2017
05/30/2017	804660	NorthWestern Energy	Airport	\$ 119.02	0712817-6. IP-House. May 2017
05/30/2017	804664	PeopleReady Inc	Solid Waste	\$ 3,181.36	Paper Pickers for the Landfill
05/30/2017	804666	Polydyne Inc	Wastewater	\$ 4,004.00	Flospense
05/30/2017	804679	Sanderson Stewart	Water	\$ 8,839.95	2017 Water & Sewer Project - Sch 3
05/30/2017	804679	Sanderson Stewart	Wastewater	\$ 9,282.12	2017 Water & Sewer Project - Sch 3
05/30/2017	804679	Sanderson Stewart	Park District 1	\$ 1,781.14	Consultant fees for Yellowstone Kelly
05/30/2017	804688	Territorial Landworks Inc	Street/Traffic Oper	\$ 3,754.00	Sierra Granda Blvd Strip Mapping
05/30/2017	804690	The Appraisal Group Ltd	Airport	\$ 8,977.50	Appraisal for Proposed Acquisition Vincent
05/30/2017	804690	The Appraisal Group Ltd	Airport	\$ 997.50	Appraisal for Proposed Acquisition Vincent
05/30/2017	804692	Town & Country Supply Association	Transit	\$ 10,996.17	BUS MET PO NUM 303144
05/30/2017	804692	Town & Country Supply Association	Fleet	\$ 22,419.45	245404 PO NUM 303125
05/30/2017	804692	Town & Country Supply Association	Fleet	\$ 21,515.10	245417 PO NUM 303129
05/30/2017	804692	Town & Country Supply Association	Transit	\$ 3,903.15	BUS MET PO NUM 303123
05/30/2017	804692	Town & Country Supply Association	Public Safety	\$ 348.76	245714: FIRE 6/DIESEL DELIVERED 5/24/2017
05/30/2017	804692	Town & Country Supply Association	Public Safety	\$ 367.12	245715: FIRE3 DIESEL DELIVERED 5/24/2017
05/30/2017	804693	Tractor & Equipment Co.	Solid Waste	\$ 651.00	Parts for Landfill Equipment
05/30/2017	804693	Tractor & Equipment Co.	Solid Waste	\$ 1,330.50	Parts for Landfill equipment
05/30/2017	804693	Tractor & Equipment Co.	Solid Waste	\$ 1,419.90	BLW00175339
05/30/2017	804694	Tristan Sophia PSYD	Public Safety	\$ 3,000.00	Pre-employment evaluations
05/30/2017	804699	Verizon Wireless	Public Safety	\$ 272.89	Animal Control
05/30/2017	804699	Verizon Wireless	Public Safety	\$ 199.95	Animal Control MDT
05/30/2017	804699	Verizon Wireless	Police Programs	\$ 441.36	CCSIU Cell/PTT
05/30/2017	804699	Verizon Wireless	Police Programs	\$ 134.85	CCSIU MDT
05/30/2017	804699	Verizon Wireless	Police Programs	\$ 80.02	CCSIU RAVEN
05/30/2017	804699	Verizon Wireless	Library	\$ 53.94	Library Outreach Air Cards
05/30/2017	804699	Verizon Wireless	Water	\$ 4,081.22	PW-Distribution Collection Tablets 60/40
05/30/2017	804699	Verizon Wireless	Wastewater	\$ 2,720.82	PW-Distribution Collection Tablets 60/40
05/30/2017	804699	Verizon Wireless	Engineering	\$ 134.85	PW-Engineering
05/30/2017	804699	Verizon Wireless	Street/Traffic Oper	\$ 53.94	PW-Streets

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/30/2017	804699	Verizon Wireless	Street/Traffic Oper	\$ 161.82	PW-STREETS CITY WORKS
05/30/2017	804699	Verizon Wireless	Solid Waste	\$ 420.97	Solid Waste Tablets
05/30/2017	804699	Verizon Wireless	Water	\$ 323.21	PWBLKNP METER SHOP
05/30/2017	804699	Verizon Wireless	Water	\$ -	PWBLKNP WATER TREATMENT BRIAN
05/30/2017	804699	Verizon Wireless	Water	\$ 26.97	PWBLKNP WATER TREATMENT BRIAN
05/30/2017	804699	Verizon Wireless	Water	\$ 188.36	PWBLNP COMM-METER CityWorks/Neptune
05/30/2017	804699	Verizon Wireless	Water	\$ 561.44	PW-DIS-COLL CITYWORKS 60/40
05/30/2017	804699	Verizon Wireless	Wastewater	\$ 374.29	PW-DIS-COLL CITYWORKS 60/40
05/30/2017	804699	Verizon Wireless	Public Safety	\$ 40.01	Police MiFi 406-633-0820
05/30/2017	804699	Verizon Wireless	Public Safety	\$ 40.01	Police US Marshall Toughbooks
05/30/2017	804699	Verizon Wireless	General	\$ 40.01	PRPL-PARKS PMD Air Card 406-794-6977
05/30/2017	804699	Verizon Wireless	General	\$ 40.01	PRPL-RECREATION 406-696-1528 BATTING
05/30/2017	804699	Verizon Wireless	Wastewater	\$ 10.75	PWBELKNAP-AIR 60/40
05/30/2017	804699	Verizon Wireless	Water	\$ 16.12	PWBELKNAP-AIR 60/40
05/30/2017	804699	Verizon Wireless	Public Safety	\$ 3,630.33	MDT Toughbooks
05/30/2017	804699	Verizon Wireless	Transit	\$ 522.59	MET Transit Tablets
05/30/2017	804699	Verizon Wireless	Parking	\$ 26.97	PARKING 406-690-5822
05/30/2017	804699	Verizon Wireless	Police Programs	\$ 40.01	POLICE Forensics Tim West 406-794-4826
05/30/2017	804699	Verizon Wireless	Public Safety	\$ 40.01	Police ICAC 406-690-7347
05/30/2017	804699	Verizon Wireless	Public Safety	\$ 165.50	POLICE IPAD ST JOHN 406-690-5955 POLICE
05/30/2017	804700	Verizon Wireless	Airport	\$ 634.38	Airport
05/30/2017	804700	Verizon Wireless	Police Programs	\$ 329.24	CCSIU
05/30/2017	804700	Verizon Wireless	General	\$ 185.45	City Attorney
05/30/2017	804700	Verizon Wireless	Public Safety	\$ 112.34	Comm Center 911
05/30/2017	804700	Verizon Wireless	Facilities Mngmt	\$ 91.39	Facilites BOC Plus 70% of 406-672-3027
05/30/2017	804700	Verizon Wireless	Facilities Mngmt	\$ 39.16	Facilities City Hall Plus 30% of 406-672-3027
05/30/2017	804700	Verizon Wireless	Public Safety	\$ 1,411.34	Fire Department
05/30/2017	804700	Verizon Wireless	Information Resources	\$ 13.21	ITD
05/30/2017	804700	Verizon Wireless	Library	\$ 13.21	LBRY OTRCH Library Outreach
05/30/2017	804700	Verizon Wireless	Library	\$ 391.58	Library
05/30/2017	804700	Verizon Wireless	General	\$ 44.19	Mayor
05/30/2017	804700	Verizon Wireless	Fleet	\$ 71.18	Motor Pool
05/30/2017	804700	Verizon Wireless	General	\$ 199.90	Muni Court Drug Court
05/30/2017	804700	Verizon Wireless	General	\$ 89.61	Municipal Court Judge
05/30/2017	804700	Verizon Wireless	Public Safety	\$ 4,008.65	Police
05/30/2017	804700	Verizon Wireless	Police Programs	\$ 130.60	Police Forensic 406-794-6880 406-698-7323
05/30/2017	804700	Verizon Wireless	Public Safety	\$ 508.45	Police Resource Officers
05/30/2017	804700	Verizon Wireless	Police Programs	\$ 28.14	Police-DOM VIOL 406-698-1391
05/30/2017	804700	Verizon Wireless	Parking	\$ 112.82	PRKING ENFORCEMENT (Parking)
05/30/2017	804700	Verizon Wireless	General	\$ 273.41	PRPL - Director Admin
05/30/2017	804700	Verizon Wireless	Building Inspection	\$ 749.04	PW-Building (PLANNING)

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/30/2017	804700	Verizon Wireless	General	\$ 283.10	PRPL - Recreation Division
05/30/2017	804700	Verizon Wireless	General	\$ 81.78	PRPL-Cemetery
05/30/2017	804700	Verizon Wireless	General	\$ 38.65	PRPL-PARK SHOPS
05/30/2017	804700	Verizon Wireless	General	\$ 1,252.19	PRPL-PARKS
05/30/2017	804700	Verizon Wireless	P.W. Admin	\$ 56.58	Public Works Admin
05/30/2017	804700	Verizon Wireless	Engineering	\$ 155.81	PW-Engineering
05/30/2017	804700	Verizon Wireless	Solid Waste	\$ 118.48	PW-Solid Waste
05/30/2017	804700	Verizon Wireless	Street/Traffic Oper	\$ 341.43	PW-STRT TRFC Streets
05/30/2017	804700	Verizon Wireless	Solid Waste	\$ 245.94	PW-SW-ON CALL Solid Waste On Call
05/30/2017	804700	Verizon Wireless	Water	\$ 435.34	PWBELKNAP-DIST COLL
05/30/2017	804700	Verizon Wireless	Wastewater	\$ 290.22	PWBELKNAP-DIST COLL
05/30/2017	804700	Verizon Wireless	Water	\$ 968.23	PWBELKNAP-WT Water Treatment
05/30/2017	804700	Verizon Wireless	Water	\$ 443.14	PWBELKNP MTRSHOP
05/30/2017	804700	Verizon Wireless	Water	\$ 69.97	PWBELKNP OFFICE
05/30/2017	804700	Verizon Wireless	Wastewater	\$ 46.64	PWBELKNP OFFICE
05/30/2017	804700	Verizon Wireless	Water	\$ 58.51	PWBELKNP STORES
05/30/2017	804700	Verizon Wireless	Wastewater	\$ 19.51	PWBELKNP STORES
05/30/2017	804700	Verizon Wireless	Wastewater	\$ 809.86	PWBELKNP-WWTRMNT1 Wastewater Treatment
05/30/2017	804700	Verizon Wireless	Telephone System	\$ 23.79	TeleComm Manager
05/30/2017	804700	Verizon Wireless	Transit	\$ 39.63	Trans-On Call MET
05/30/2017	804700	Verizon Wireless	Transit	\$ 13.21	Transit MET
05/30/2017	804700	Verizon Wireless	General	\$ 306.76	Code Enforcement
05/30/2017	804700	Verizon Wireless	Wastewater	\$ 108.59	PWBELKNP-ENVIRONMENTAL 406-698-1590 406-
05/30/2017	804700	Verizon Wireless	General	\$ 201.94	PRPL-PARKS-SEASONAL
05/30/2017	804700	Verizon Wireless	Wastewater	\$ 725.71	PWBELKNP ELECTRICIANS
05/30/2017	804710	Yellowstone County Sheriffs Office	Police Programs	\$ 3,563.98	16-DEA-616779. 2/5 Share.
05/30/2017	804710	Yellowstone County Sheriffs Office	Police Programs	\$ 1,500.00	Patrick Fischer. DC 16-0506. 1/2 Share.
05/30/2017	804710	Yellowstone County Sheriffs Office	Police Programs	\$ 3,828.22	2/5 Share 15-DEA-613838.
05/30/2017	804710	Yellowstone County Sheriffs Office	Police Programs	\$ 750.00	1/2 Share for DC-0427.

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Public Hearing and Resolution for FY17 Budget Amendments

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

Montana Code allows local governments to amend their fiscal year budgets by using the same method as used for the original budget adoption: public notice, public hearing and Council adopting a resolution. The following amendments are proposed for FY 2017:

General Fund (Legal Department) - The Legal department is requesting additional budget authority to fund the cost of hiring outside counsel. Fund balance is available to fund the additional expenses.

Fund 2030 North 27th TIFD - The North 27th TIFD has awarded more project incentives than originally budgeted. These projects include a housing study with the EBURD, A new bakery, a clothing store, and others. There is available fund balance to cover these projects

ALTERNATIVES ANALYZED

The Council may:

- Approve the requested budget amendments; or
- Not approve the requested budget amendments, which would put the City in violation of Montana law.

FINANCIAL IMPACT

The requested budget amendments will be funded by reserves, as described in the budget resolution exhibit and above.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the budget amendments for Fiscal Year 2017.

APPROVED BY CITY ADMINISTRATOR

Attachments

Exhibit A
Resolution

EXHIBIT A

Revenue Expenditure

Fund 0100 - Legal

The Legal department is requesting additional budget authority to fund the cost of hiring outside counsel. Fund balance is available to fund the additional expenses.

0100-16110-403560	35,000	Outside Counsel
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Fund 2030 - North 27th Tax Increment District

The N27th TIFD has awarded more project incentives than originally budgeted. These projects include a housing study with the EBURD, A new bakery, a clothing store, and others. There is available fund balance to cover these projects

2030-15180-409200	40,000	One Big Sky Center
2030-15130-407968	120,000	Downtown Development Project Incentives

RESOLUTION 17-

A RESOLUTION TO MAKE FISCAL YEAR 2016/2017 ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a Budget Review (FY 2016/2017), it is necessary to alter and change said appropriations.

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

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 26th day of June, 2017.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Public hearing and Resolution authorizing City property sale

PRESENTED BY: Bruce McCandless, Assistant City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The City of Billings owns a 2,800 sq. ft., property in the 1100 block of S. 27th Street, described as the N. 20' of Lot 21, Block 25 of the Sugar Factory Addition to Billings. A nearby owner expressed an interest in purchasing the property which is currently unused by the City and functions as a northern extension of the "Blondie's" restaurant parking lot. The City's land disposal rules are in the Billings Montana City Code (BMCC) Section 22-902. These rules require a public hearing, notification to all property owners within 300' of the parcel and competitive bidding. The rules also require six (6) affirmative votes to sell property. The proposed sale was advertised and owners notified. The City received two (2) bids as follows:

Garden Avenue Properties	\$5.62/sq. ft. - approx. \$15,736
C-Store Properties, LLC	\$15,000 - approx. \$5.36/sq. ft.

The attached map show the location of this property.

ALTERNATIVES ANALYZED

City Council may:

- Approve selling the property to the high bidder, or;
- Reject the high bid and approve selling the property to the low bidder, or,
- Reject both bids and provide direction to staff.

FINANCIAL IMPACT

The subject property was purchased in the 1970s or 1980s as part of the S. 27th Street urban renewal and redevelopment program. The City of Billings has an informal policy of accepting no less than \$5/sq ft. for land that it owns on or near S. 27th. Both bids exceed the minimum requirement. The usual practice is to deposit any of these land sale proceeds in the Expanded N. 27th Street tax increment fund, but the Council may choose to deposit them in the General Fund or any other City fund that it deems appropriate.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution authorizing the staff and Mayor to sell the N. 20' of Lot 21, Block 25 Sugar Factory Addition to the high bidder, Garden Avenue Properties, LLC, for \$5.62/sq. ft., or approximately \$15,736, and to deposit the proceeds into the Expanded N. 27th Street tax increment fund.

APPROVED BY CITY ADMINISTRATOR

Attachments

Bids
Resolution
aerial map

Steve Henry

Subject: Sealed Bid: South 27th Street Property

June 6, 2017

City Administrator's Office

City Clerk

210 North 27th Street

Billings, MT 59101

Sealed Bid: South 27th Street Property

Bid Amount: \$5.62 / Square Foot (\$15,736 +/-)

Name of Bidder: Stephen Henry – Managing Member

Signature of Bidder: 

Garden Avenue Properties

P.O. Box 30735

Billings, MT 59107

Phone: (303) 709-5759

Email: skhturbo@gmail.com

Property Facts:

Address	1100 block of S. 27th Street
Tax ID	A15996A
Zoning	South 27th Street Permit Zoning District
Block / Lot	N. 20' of Lot 21, Block 25, Sugar Factory Addition
Lot Square Footage	2,800 +/-

AGREEMENT TO SELL AND PURCHASE

AND RECEIPT FOR EARNEST MONEY
COMMERCIAL AND INVESTMENT PROPERTIES

Date June 6, 2017

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

1. PARTIES AND PROPERTY:

C-Store Properties, LLC Buyer, taking title as:
 Joint tenants with rights of survivorship, Tenants in common, Single in his/her own name, Other _____
agrees to buy, and the Seller agrees to sell on the terms and conditions set forth in this Contract, the following described real property
in the City of Billings County of Yellowstone State of Montana
Properly commonly known as: vacant lot in 1100 Block of S. 27th Street of about 2,800 sq. Feet
Legal description of the Property: North 20' of Lot 21, Block 25, Sugar Factory Addition

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

2. PURCHASE PRICE AND TERMS:

The purchase price shall be \$ 15,000 payable in U.S. Dollars by Buyer as follows:

\$ 5,000 (A) Earnest Money in the form of Personal Check Cashiers Check Other To be:

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

2) Deposited within 3 business days of acceptance.

Earnest Money to be held by American Title Broker Attorney Title Company

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

\$ 10,000 (B) Cash at closing, plus Buyer's closing costs, to be paid by Buyer at closing by cashier, certified check or electronic funds.

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

\$ _____ (D) Assumption of Existing Financing: _____

\$ 15,000 TOTAL PURCHASE PRICE

Additional Provisions: _____

3. PERSONAL PROPERTY AND FIXTURES:

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

Security Deposits Signs Dumpster(s) _____

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

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



AW
Buyers initials

Sellers initials

RESOLUTION 17 - _____

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

WHEREAS, the City of Billings owns and desires to dispose of unnecessary public property generally located in the 1100 block of S. 27th Street, Billings Montana, and

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

North 20' of Lot 21, Block 25, Sugar Factory Addition to the City of Billings, according to the official plat now on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana; and

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on June 26, 2017.

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

City staff are authorized to proceed with selling the property described above to Garden Avenue Properties LLC for the bid price of \$5.62/sq. ft., or approximately \$15,736

APPROVED by the City Council of the City of Billings, Montana this 26th day of June, 2017.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

Denise R. Bohlman, City Clerk



City Parcel: N. 20' Lot 21,
Block 25, Sugar Factory Addn.

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Resolution Adopting Water and Wastewater Rates and Fees

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

PROBLEM/ISSUE STATEMENT

Public Works engaged AE2S Nexus to conduct a cost of service rate study to review and recommend appropriate water and wastewater user rates, the resale rate for the County Water District of Billings Heights, and wholesale rates for Lockwood Water and Sewer District and Phillips 66 Billings Refinery, as well as calculate the System Development Fees (SDFs) for water and wastewater. The methodology used in the study follows industry standard approaches and recommends rates for each class of customer. The rates allow the Public Works Department to adequately recover costs in proportion to the cost of providing service to each customer class.

A public hearing was held at the May 22, 2017 Council meeting and Council voted to not approve the proposed resolution adopting water and wastewater rates and fees for fiscal years 2018 and 2019. At the June 12, 2017 Council meeting, Council voted to bring back a modified water and wastewater resolution to adjust rates for Public Work's contractual customers, the County Water District of Billings Heights, Lockwood Water and Sewer District, and Phillips 66 Refinery, as well as increase the SDFs as calculated per the rate study. The following is a summary of the rates and fees proposed for FY 18 and FY 19:

1. Decrease the resale rate for County Water District of Billings Heights by 8% in FY 18 and increase it by 5% in FY 19.
2. Decrease the volume charge and fixed monthly fee for Lockwood Sewer District in FY 18 and increase both the volume charge and fixed monthly fee in FY 19 to reflect the current costs of services.
3. Increase the volume charge and decrease the fixed monthly fee for Phillips 66 Refinery in FY 18 and increase both the volume charge and fixed monthly fee in FY 19 to reflect the current costs of services.
4. Increase the SDF for residential, non-residential, and irrigation water connections by approximately 25% in FY 18.
5. Increase the SDF for wastewater connections by 7% in FY 18 and for Lockwood wastewater connections by approximately 2% in FY 18.

The attached resolution specifies the proposed rates and fees which will be effective July 6, 2017 if approved. A comparison of rates and fees is also attached.

ALTERNATIVES ANALYZED

The City Council may

- approve the recommended resolution;
- approve an amended resolution; or
- not approve a resolution. If Council does not approve a resolution specifying rates and fees for FY 18 and FY 19, the rates and fees will continue at current levels and the City would not be in compliance with the Agreements it has in place with County Water District of Billings Heights, Lockwood Water and Sewer, and Phillips 66 refinery leaving the City vulnerable to legal action. System Development Fees (SDFs) must be updated at least every two years to be in compliance with MCA 69-7-1602 and they were last updated July 1, 2015. Thus, a resolution would need to be considered at a future City Council meeting to adjust SDFs.

FINANCIAL IMPACT

The proposed rate and fee adjustments will generate approximately \$110,000 in water revenues in FY 18 and an additional \$200,000 in FY 19, as well as decrease wastewater revenues in FY 18 by approximately \$163,000 and increase wastewater revenues by \$70,000 in FY 19. In addition, the rate and fee adjustments will decrease the franchise fees and surcharge revenues for the general fund by approximately \$15,000 in FY 18 and increase franchise fees and surcharge revenues by \$11,000 in FY 19.

RECOMMENDATION

Staff recommends that the City Council approve the proposed resolution adopting the water and wastewater rate and fee schedule effective July 1, 2017.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution
Comparison

RESOLUTION 17-

A RESOLUTION SPECIFYING WATER AND WASTEWATER RATE AND FEE SCHEDULE ADJUSTMENTS ENACTED PURSUANT TO TITLE 69, CHAPTER 7, MONTANA CODE ANNOTATED.

WHEREAS, water and wastewater cost of service studies have been completed and water and wastewater rate and fee schedules have been prepared for the municipal water and wastewater utility that would generate adequate funds to operate the utilities, as well as require each customer class of the utilities to pay its fair share of the cost of operating the water and wastewater systems; and

WHEREAS, the cost of service studies anticipate a need for extension, repair, improvement, and continued operation and maintenance of existing and proposed water and wastewater system facilities for the providing of water and wastewater services to inhabitants of the City of Billings, Montana; and

WHEREAS, under Title 69, Chapter 7 of the Montana Code Annotated, and under the terms of City Resolution Number 13585, the City of Billings is authorized to regulate the City's municipal water and wastewater utility and to change water and wastewater rates, fees, and charges as may be deemed by the City Council to be reasonable and just, and

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide an adequate public water and wastewater system and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same;

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

1. That the following schedule of rates, fees, and charges are found to be just, reasonable, and necessary for the continued sound operation of the water and wastewater utilities and that the proposed rates, fees, and charges are approved, adopted, and published as the rates, fees, and charges of the City of Billings, Montana water and wastewater utilities, effective July 6, 2017 and July 1, 2018.

WATER RATE AND FEE SCHEDULES

Schedule I METERED WATER MONTHLY VOLUME CHARGES

Customers within the City

<u>Customer Class</u>	<u>Effective 7/6/17</u> <u>\$ per Ccf</u>	<u>Effective 7/1/18</u> <u>\$ per Ccf</u>
Residential		
Block 1 (0-14 Ccf)	\$ 2.21	\$ 2.21
Block 2 (15-43 Ccf)	\$ 2.65	\$ 2.65
Block 3 (44-100 Ccf)	\$ 3.45	\$ 3.45
Block 4 (>100 Ccf)	\$ 5.18	\$ 5.18
Non-Residential	\$ 2.00	\$ 2.00
Seasonal	\$ 3.18	\$ 3.18
Multi-Family	\$ 2.31	\$ 2.31

Customers outside the City

<u>Customer Class</u>	<u>Effective 7/6/17</u> <u>\$ per Ccf</u>	<u>Effective 7/1/18</u> <u>\$ per Ccf</u>
Residential		
Block 1 (0-14 Ccf)	\$ 2.29	\$ 2.29
Block 2 (15-43 Ccf)	\$ 2.75	\$ 2.75
Block 3 (44-100 Ccf)	\$ 3.58	\$ 3.58
Block 4 (>100 Ccf)	\$ 5.37	\$ 5.37
Non-Residential	\$ 2.12	\$ 2.12
Resale	\$ 1.72	\$ 1.81

Schedule II MINIMUM MONTHLY WATER CHARGES

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
3/4"	\$ 8.00	\$ 8.60
1"	\$ 9.01	\$ 9.80
1-1/2"	\$ 10.45	\$ 11.39
2"	\$ 14.41	\$ 15.78
3"	\$ 43.58	\$ 48.09
4"	\$ 54.35	\$ 60.01
6"	\$ 79.55	\$ 88.02
8"	\$ 108.37	\$ 119.98
10"	\$ 167.10	\$ 185.17

Schedule III**PRIVATE FIRE PROTECTION CHARGES**

<u>Connection Size</u>	<u>Inside City</u>	<u>Outside City</u>
1-1/4"	\$ 23.35	\$ 23.65
1-1/2"	\$ 31.10	\$ 31.55
2"	\$ 49.80	\$ 50.45
3"	\$ 124.45	\$ 126.15
4"	\$ 217.75	\$ 220.75
6"	\$ 497.65	\$ 504.60
8"	\$ 870.90	\$ 883.00
10"	\$ 1,368.55	\$ 1,387.60
12"	\$ 1,970.75	\$ 1,998.15
14"	\$ 2,682.40	\$ 2,719.70

Schedule IV**WATER SPECIAL FEES AND CHARGES**

1.) Application for extension of the water distribution system of the City	\$ 160.00
2.) Application for water service line installation permits	\$ 105.00
3.) Special agreements	\$ 105.00
4.) Water meter accuracy test fee	
(a) Small meter (in shop)	\$ 55.00
(b) Large meter (in field)	\$ 150.00
(c) Hydrant meter rental (\$/day)	\$ 4.50
5.) Construction meter setting and removal fee (\$/meter)	\$ 45.00
6.) Fireflow fee (\$/hydrant)	\$ 90.00
7.) Turn-on/Turn-off charge	
(a) Normal working hours	\$ 35.00
(b) Outside normal working hours	\$ 90.00
8.) Utility bill insert fee (\$/insert)	\$ 0.40
--City Departments charged for actual costs incurred from utility billing vendor	
9.) Water main tapping fee	
(a) Two inch diameter tap or smaller (\$/tap each visit)	\$ 140.00
(b) Over two inch diameter tap (\$/tap each visit)	\$ 320.00
(c) Extra charge for cylinder pipe	\$ 880.00
10.) Flushing, testing, and chlorinating fee (\$ each visit)	\$ 115.00
--Water for flushing, testing, and chlorinating charged at current seasonal rate per Ccf	
11.) Delinquent service charge	
(a) Normal working hours	\$ 80.00
(b) Outside normal working hours	\$ 120.00
12.) City of Billings franchise fee	4.0%
13.) Late payment interest charge (%/month)	1.5%
14.) Water service line/fireline repair program fee (\$/month)	\$ 1.30

Schedule V**WATER SYSTEM DEVELOPMENT FEES**

Meter or Service Line Size	Effective 7/6/17		
	Residential	Non-Residential	Irrigation
3/4" or less (1 EDU)	\$ 2,850	\$ 8,495	\$ 10,335
1"	\$ 2,850	\$ 14,410	\$ 17,525
1-1/2"	\$ 2,850	\$ 28,805	\$ 35,060
2"	\$ 2,850	\$ 46,095	\$ 56,100
3"	\$ 2,850	\$ 92,195	\$ 112,160
4"	\$ 2,850	\$ 144,055	\$ 175,250

For connections to the water system with meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will forecast the demands on an average day basis. The System Development Fee (SDF) will be calculated as follows:

$$SDF = (ADD * 8.03) * 1.025$$

Where:

ADD is the projected average day demand of the new user in gallons per day,

8.03 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component and

.025 equals the administrative fee.

WASTEWATER RATE AND FEE SCHEDULES**Schedule I****WASTEWATER MONTHLY VOLUME CHARGES**

Customer Class	\$ per Ccf
Within the City	
Residential	\$ 3.20
Large Residential	\$ 3.20
Commercial-Domestic Strength	\$ 3.20
Commercial-High Strength	\$ 4.95
Outside the City	\$ 3.20

Schedule IA**MINIMUM MONTHLY WASTEWATER CHARGES**

Meter Size	Inside City	Outside City
3/4"	\$ 6.45	\$ 7.10
1"	\$ 8.20	\$ 9.00
1-1/2"	\$ 10.10	\$ 11.10
2"	\$ 10.55	\$ 11.60
3"	\$ 17.00	\$ 18.65
4"	\$ 64.50	\$ 71.00
6"	\$ 82.10	\$ 90.35
8"	\$ 123.15	\$ 135.50
10"	\$ 170.05	\$ 187.10

Schedule IB**LOCKWOOD WASTEWATER MONTHLY CHARGES**

<u>Lockwood Sewer District</u>	<u>Effective 7/6/17</u>	<u>Effective 7/1/18</u>
Volume Charge	\$.861/Ccf	\$.882/Ccf
Fixed Monthly Fee	\$8,026	\$20,555
Surcharge Fee	6%	6%

Schedule IC**PHILLIPS 66 WASTEWATER MONTHLY CHARGES**

<u>Phillips 66 Billings Refinery</u>	<u>Effective 7/6/17</u>	<u>Effective 7/1/18</u>
Volume Charge	\$.610/Ccf	\$.624/Ccf
Fixed Monthly Fee	\$5,033	\$11,292
Surcharge Fee	6%	6%

Schedule II**WASTEWATER EXTRA STRENGTH SURCHARGE****Unit Charges**

X = BOD (\$/lb)	\$ 0.4510
Y = TSS (\$/lb)	\$ 0.4668

Schedule III**WASTEWATER SPECIAL FEES AND CHARGES**

1.) Application for extension of the wastewater collection system of the City	\$ 160.00
2.) Application for sanitary sewer service permits:	
(a) Domestic users service line installation permit	\$ 105.00
(b) Industrial users permit	\$ 1,600.00
3.) Special agreements	\$ 105.00
4.) Septage disposal permit fee (\$/1,000 gallons)	\$ 39.87
5.) Delinquent service charge	
(a) Normal working hours	\$ 80.00
(b) Outside normal working hours	\$ 120.00
6.) City of Billings franchise fee	4.0%
7.) Late payment interest charge (%/month)	1.5%

Schedule IV

WASTEWATER SYSTEM DEVELOPMENT FEES

<u>Meter or Service Line Size</u>	<u>Effective 7/6/17</u>
3/4" or less(1 EDU)	\$ 1,890
1"	\$ 5,800
1-1/2"	\$ 16,845
2"	\$ 29,080
3"	\$ 75,455
4"	\$ 176,645

For connections to the wastewater system with meters larger than 4 inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) to determine the number of Equivalent Dwelling Units (EDUs). The System Development Fee (SDF) will be calculated as follows:

$$(\$6.47 * \text{Flow} * (.897 + (\text{BOD} * .050 / 200) + (\text{TSS} * .053 / 200))) * 1.025$$

Where:

BOD is the projected BOD loading of the new user's effluent in milligrams per liter, and
TSS is the projected TSS loading of the new user's effluent in milligrams per liter.

The constants used in the above formula are:

- \$6.47 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.
- .897 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.
- .050 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of service analysis.
- .053 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of service analysis.
- 1.025 represents the administrative charge.

Schedule V

LOCKWOOD WASTEWATER SYSTEM DEVELOPMENT FEES

<u>Meter or Service Line Size</u>	<u>Effective 7/6/17</u>
3/4" or less(1 EDU)	\$ 920
1"	\$ 2,825
1-1/2"	\$ 8,215
2"	\$ 14,185
3"	\$ 36,805
4"	\$ 86,165

For connections to the wastewater system with meters larger than 4 inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) to determine the number of Equivalent Dwelling Units (EDUs). The System Development Fee (SDF) will be calculated as follows:

$$(\$3.17 * \text{Flow} * (.897 + (\text{BOD} * .050 / 200) + (\text{TSS} * .053 / 200))) * 1.025$$

Where:

Flow is the projected maximum monthly average wastewater flow of the new user in gallons per day, and
BOD is the projected BOD loading of the new user's effluent in milligrams per liter, and
TSS is the projected TSS loading of the new user's effluent in milligrams per liter.

The constants used in the above formula are:

\$3.17 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.

.897 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.

.050 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of service analysis.

.053 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of service analysis.

1.025 represents the administrative charge.

2. That this Resolution is to be immediately filed in the City Clerk's Office and that the decision adopting the adjusted rates shall be final ten days after such are so filed.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, on the ___nd day of June, 2017.

CITY OF BILLINGS

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

Denise Bohlman, City Clerk

METERED WATER MONTHLY VOLUME CHARGES

	FY15	FY16	FY17	FY18	FY19
Inside City	\$ per Ccf	\$ per Ccf	\$ per Ccf	\$ per Ccf	\$ per Ccf
Residential					
Block 1 (0-14 Ccf)	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21
Block 2 (15-43 Ccf)	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65
Block 3 (44-100 Ccf)	\$ 3.45	\$ 3.45	\$ 3.45	\$ 3.45	\$ 3.45
Block 4 (>100 Ccf)	\$ 5.18	\$ 5.18	\$ 5.18	\$ 5.18	\$ 5.18
Non-Residential	\$ 1.71	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Seasonal	\$ 2.87	\$ 3.18	\$ 3.18	\$ 3.18	\$ 3.18
Multi-Family	n/a	\$ 2.18	\$ 2.31	\$ 2.31	\$ 2.31

	FY15	FY16	FY17	FY18	FY19
Outside City	\$ per Ccf	\$ per Ccf	\$ per Ccf	\$ per Ccf	\$ per Ccf
Residential					
Block 1 (0-14 Ccf)	n/a	\$ 2.21	\$ 2.29	2.29	2.29
Block 2 (15-43 Ccf)	n/a	\$ 2.65	\$ 2.75	2.75	2.75
Block 3 (44-100 Ccf)	n/a	\$ 3.45	\$ 3.58	3.58	3.58
Block 4 (>100 Ccf)	n/a	\$ 5.18	\$ 5.37	5.37	5.37
Non-Residential	n/a	\$ 2.00	\$ 2.12	2.12	2.12
Resale	\$ 1.74	\$ 1.78	\$ 1.86	1.72	1.81

MINIMUM MONTHLY WATER CHARGES-INSIDE CITY

Meter Size	FY15	FY16	FY17	FY18	FY19
3/4"	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
1"	\$ 9.01	\$ 9.01	\$ 9.01	\$ 9.01	\$ 9.01
1-1/2"	\$ 10.45	\$ 10.45	\$ 10.45	\$ 10.45	\$ 10.45
2"	\$ 14.41	\$ 14.41	\$ 14.41	\$ 14.41	\$ 14.41
3"	\$ 43.58	\$ 43.58	\$ 43.58	\$ 43.58	\$ 43.58
4"	\$ 54.35	\$ 54.35	\$ 54.35	\$ 54.35	\$ 54.35
6"	\$ 79.55	\$ 79.55	\$ 79.55	\$ 79.55	\$ 79.55
8"	\$ 108.37	\$ 108.37	\$ 108.37	\$ 108.37	\$ 108.37
10"	\$ 167.10	\$ 167.10	\$ 167.10	\$ 167.10	\$ 167.10

MINIMUM MONTHLY WATER CHARGES-OUTSIDE CITY

Meter Size	FY15	FY16	FY17	FY18	FY19
3/4"	\$ 8.60	\$ 8.60	\$ 8.60	\$ 8.60	\$ 8.60
1"	\$ 9.80	\$ 9.80	\$ 9.80	\$ 9.80	\$ 9.80
1-1/2"	\$ 11.39	\$ 11.39	\$ 11.39	\$ 11.39	\$ 11.39
2"	\$ 15.78	\$ 15.78	\$ 15.78	\$ 15.78	\$ 15.78
3"	\$ 48.09	\$ 48.09	\$ 48.09	\$ 48.09	\$ 48.09
4"	\$ 60.01	\$ 60.01	\$ 60.01	\$ 60.01	\$ 60.01
6"	\$ 88.02	\$ 88.02	\$ 88.02	\$ 88.02	\$ 88.02
8"	\$ 119.98	\$ 119.98	\$ 119.98	\$ 119.98	\$ 119.98
10"	\$ 185.17	\$ 185.17	\$ 185.17	\$ 185.17	\$ 185.17

PRIVATE FIRE PROTECTION CHARGES-INSIDE CITY**Connection**

<u>Size</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
1-1/4"	\$ 20.30	\$ 23.35	\$ 23.35	\$ 23.35	\$ 23.35
1-1/2"	\$ 27.05	\$ 31.10	\$ 31.10	\$ 31.10	\$ 31.10
2"	\$ 43.30	\$ 49.80	\$ 49.80	\$ 49.80	\$ 49.80
3"	\$ 108.20	\$ 124.45	\$ 124.45	\$ 124.45	\$ 124.45
4"	\$ 189.35	\$ 217.75	\$ 217.75	\$ 217.75	\$ 217.75
6"	\$ 432.75	\$ 497.65	\$ 497.65	\$ 497.65	\$ 497.65
8"	\$ 757.30	\$ 870.90	\$ 870.90	\$ 870.90	\$ 870.90
10"	\$ 1,190.05	\$ 1,368.55	\$ 1,368.55	\$ 1,368.55	\$ 1,368.55
12"	\$ 1,713.70	\$ 1,970.75	\$ 1,970.75	\$ 1,970.75	\$ 1,970.75
14"	\$ 2,332.50	\$ 2,682.40	\$ 2,682.40	\$ 2,682.40	\$ 2,682.40

PRIVATE FIRE PROTECTION CHARGES-OUTSIDE CITY**Connection**

<u>Size</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
1-1/4"	\$ 22.00	\$ 23.65	\$ 23.65	\$ 23.65	\$ 23.65
1-1/2"	\$ 29.30	\$ 31.55	\$ 31.55	\$ 31.55	\$ 31.55
2"	\$ 46.85	\$ 50.45	\$ 50.45	\$ 50.45	\$ 50.45
3"	\$ 117.10	\$ 126.15	\$ 126.15	\$ 126.15	\$ 126.15
4"	\$ 205.00	\$ 220.75	\$ 220.75	\$ 220.75	\$ 220.75
6"	\$ 468.50	\$ 504.60	\$ 504.60	\$ 504.60	\$ 504.60
8"	\$ 819.90	\$ 883.00	\$ 883.00	\$ 883.00	\$ 883.00
10"	\$ 1,288.40	\$ 1,387.60	\$ 1,387.60	\$ 1,387.60	\$ 1,387.60
12"	\$ 1,855.30	\$ 1,998.15	\$ 1,998.15	\$ 1,998.15	\$ 1,998.15
14"	\$ 2,525.25	\$ 2,719.70	\$ 2,719.70	\$ 2,719.70	\$ 2,719.70

WATER SPECIAL FEES AND CHARGES

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
Application for Extension	\$ 155.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00
Application for Installation Permit	\$ 100.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00
Special Agreements	\$ 100.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00
Small Meter Accuracy Test	\$ 50.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
Large Meter Accuracy Test	\$ 125.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Hydrant Meter Rental (\$/day)	\$ 4.00	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50
Construction Meter Setting	\$ 40.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
Fireflow Fee	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Turn-on/off Fee - Normal Hours	\$ 30.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Turn-on/off Fee - After Hours	\$ 85.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Restablish Water - Normal Hours	\$ 75.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
Restablish Water - After Hours	\$ 115.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Water Main Tapping <2"	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00
Water Main Tapping >2"	\$ 315.00	\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00
Tapping -Cylinder Pipe	\$ 880.00	\$ 880.00	\$ 880.00	\$ 880.00	\$ 880.00
Flushing, Testing, Chlorinating	\$ 110.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00
Franchise Fee	4%	4%	4%	4%	4%
Late Pmt Interest Charge (%/mo)	1.5%	1.5%	1.5%	1.5%	1.5%
Water Service Line Program	\$ 1.30	\$ 1.30	\$ 1.30	\$ 1.30	\$ 1.30

WATER SYSTEM DEVELOPMENT FEES

<u>Residential</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
All sizes	\$ 2,450	\$ 2,275	\$ 2,275	\$ 2,850	\$ 2,850

<u>Non-Residential</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
3/4" or less (1 EDU)	\$ 8,655	\$ 6,680	\$ 6,680	\$ 8,495	\$ 8,495
1"	\$ 14,675	\$ 11,330	\$ 11,330	\$ 14,410	\$ 14,410
1-1/2"	\$ 29,345	\$ 22,655	\$ 22,655	\$ 28,805	\$ 28,805
2"	\$ 46,955	\$ 36,250	\$ 36,250	\$ 46,095	\$ 46,095
3"	\$ 93,910	\$ 72,510	\$ 72,510	\$ 92,195	\$ 92,195
4"	\$ 146,735	\$ 113,300	\$ 113,300	\$ 144,055	\$ 144,055

<u>Irrigation</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
3/4" or less (1 EDU)	\$ 7,320	\$ 8,035	\$ 8,035	\$ 10,335	\$ 10,335
1"	\$ 12,415	\$ 13,625	\$ 13,625	\$ 17,525	\$ 17,525
1-1/2"	\$ 24,835	\$ 27,255	\$ 27,255	\$ 35,060	\$ 35,060
2"	\$ 39,740	\$ 43,615	\$ 43,615	\$ 56,100	\$ 56,100
3"	\$ 79,425	\$ 87,190	\$ 87,190	\$ 112,160	\$ 112,160
4"	\$ 124,100	\$ 136,235	\$ 136,235	\$ 175,250	\$ 175,250

WASTEWATER MONTHLY VOLUME CHARGES

<u>Customer Class</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
	<u>\$ per Ccf</u>	<u>\$ per Ccf</u>	<u>\$ per Ccf</u>	<u>\$ per Ccf</u>	<u>\$ per Ccf</u>
Non-Residential High Strength	\$ 3.95	\$ 4.70	\$ 4.95	\$ 4.95	\$ 4.95
All Other Classes	\$ 3.00	\$ 3.10	\$ 3.20	\$ 3.20	\$ 3.20

MINIMUM MONTHLY WASTEWATER CHARGES-INSIDE CITY

<u>Meter Size (inches)</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
3/4"	\$ 6.45	\$ 6.45	\$ 6.45	\$ 6.45	\$ 6.45
1"	\$ 8.20	\$ 8.20	\$ 8.20	\$ 8.20	\$ 8.20
1-1/2"	\$ 10.10	\$ 10.10	\$ 10.10	\$ 10.10	\$ 10.10
2"	\$ 10.55	\$ 10.55	\$ 10.55	\$ 10.55	\$ 10.55
3"	\$ 17.00	\$ 17.00	\$ 17.00	\$ 17.00	\$ 17.00
4"	\$ 64.50	\$ 64.50	\$ 64.50	\$ 64.50	\$ 64.50
6"	\$ 82.10	\$ 82.10	\$ 82.10	\$ 82.10	\$ 82.10
8"	\$ 123.15	\$ 123.15	\$ 123.15	\$ 123.15	\$ 123.15
10"	\$ 170.05	\$ 170.05	\$ 170.05	\$ 170.05	\$ 170.05

MINIMUM MONTHLY WASTEWATER CHARGES-OUTSIDE CITY

<u>Meter Size (inches)</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
3/4"	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.10
1"	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
1-1/2"	\$ 11.10	\$ 11.10	\$ 11.10	\$ 11.10	\$ 11.10
2"	\$ 11.60	\$ 11.60	\$ 11.60	\$ 11.60	\$ 11.60
3"	\$ 18.65	\$ 18.65	\$ 18.65	\$ 18.65	\$ 18.65
4"	\$ 71.00	\$ 71.00	\$ 71.00	\$ 71.00	\$ 71.00
6"	\$ 90.35	\$ 90.35	\$ 90.35	\$ 90.35	\$ 90.35
8"	\$ 135.50	\$ 135.50	\$ 135.50	\$ 135.50	\$ 135.50
10"	\$ 187.10	\$ 187.10	\$ 187.10	\$ 187.10	\$ 187.10

LOCKWOOD WASTEWATER MONTHLY CHARGES

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
Volume Charge	\$.57/Ccf	\$.833/Ccf	\$.919/Ccf	\$.861/Ccf	\$.882/Ccf
Fixed Monthly Fee	\$8,148	\$8,373	\$22,901	\$8,026	\$20,555
Surcharge Fee	6%	6%	6%	6%	6%

PHILLIPS 66 WASTEWATER MONTHLY CHARGES

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
Volume Charge	\$.431/Ccf	\$.503/Ccf	\$.556/Ccf	\$.610/Ccf	\$.624/Ccf
Fixed Monthly Fee	\$7,590	\$6,618	\$10,609	\$5,033	\$11,292
Surcharge Fee	6%	6%	6%	6%	6%

WASTEWATER EXTRA STRENGTH SURCHARGE

<u>Unit Charges</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
X = BOD (\$/lb)	\$ 0.4212	\$ 0.4510	\$ 0.4510	\$ 0.4510	\$ 0.4510
Y = TSS (\$/lb)	\$ 0.4668	\$ 0.4668	\$ 0.4668	\$ 0.4668	\$ 0.4668

WASTEWATER SPECIAL FEES AND CHARGES

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
Application for Extension	\$ 155.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00
Domestic Installation Permit	\$ 100.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00
Industrial Users Permit	\$ 1,515.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
Special Agreements	\$ 100.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00
Septage Disposal Fee (\$/1000 gal)	\$ 38.87	\$ 39.87	\$ 39.87	\$ 39.87	\$ 39.87
Franchise Fee	4%	4%	4%	4%	4%
Late Pmt Interest Charge (%/mo)	1.5%	1.5%	1.5%	1.5%	1.5%

WASTEWATER SYSTEM DEVELOPMENT FEES

<u>Meter or Service Line Size</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
3/4" or less(1 EDU)	\$ 1,560	\$ 1,760	\$ 1,760	\$ 1,890	\$ 1,890
1"	\$ 4,785	\$ 5,410	\$ 5,410	\$ 5,800	\$ 5,800
1-1/2"	\$ 13,895	\$ 15,705	\$ 15,705	\$ 16,845	\$ 16,845
2"	\$ 23,990	\$ 27,110	\$ 27,110	\$ 29,080	\$ 29,080
3"	\$ 62,240	\$ 70,340	\$ 70,340	\$ 75,455	\$ 75,455
4"	\$ 145,715	\$ 164,680	\$ 164,680	\$ 176,645	\$ 176,645

LOCKWOOD WASTEWATER SYSTEM DEVELOPMENT FEES

<u>Meter or Service Line Size</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
3/4" or less(1 EDU)	\$ 620	\$ 905	\$ 905	\$ 920	\$ 920
1"	\$ 1,900	\$ 2,780	\$ 2,780	\$ 2,825	\$ 2,825
1-1/2"	\$ 5,520	\$ 8,080	\$ 8,080	\$ 8,215	\$ 8,215
2"	\$ 9,535	\$ 13,950	\$ 13,950	\$ 14,185	\$ 14,185
3"	\$ 24,735	\$ 36,190	\$ 36,190	\$ 36,805	\$ 36,805
4"	\$ 57,910	\$ 84,730	\$ 84,730	\$ 86,165	\$ 86,165

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Donation to Yellowstone Science & Allied Health Building at MSU-B

PRESENTED BY: Tina Volek, City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

The Montana State University Billings (MSU-B) Foundation has requested a \$50,000 donation from the City toward the expansion and renovation of MSU-B's Yellowstone Science and Allied Health Building, which is expected to cost \$18.4 million. The present 1947 building is 47,550 sq. ft. and the proposed expansion would add 31,361 sq. ft., increasing classroom, lab, office and education space, and achieving a silver LEEDs certification.

City Council Members heard a presentation on the proposed project on June 5, 2017, from Foundation President Bill Kennedy, and the Council instructed staff to bring forward a resolution to potentially help fund the project through a contribution from the Council Contingency Fund (attached).

ALTERNATIVES ANALYZED

City Council may:

- Approve the resolution; or
- Modify the resolution or the amount to be donated; or
- Disapprove the resolution.

FINANCIAL IMPACT

The Contingency Fund currently has a balance of \$64,713.87. There are no other planned expenditures, so the funds will remain in the General Fund at the end of Fiscal Year 2017 (June 30) if not used in this manner.

RECOMMENDATION

Staff recommends that the City Council approve the resolution making a \$50,000 donation to MSU-B for its Yellowstone Science and Allied Health Building.

APPROVED BY CITY ADMINISTRATOR

Attachments

Science building Contingency Fund donation

RESOLUTION NO. 17-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA,
APPROVING USE OF \$50,000 FROM THE COUNCIL CONTINGENCY FUND
FOR THE YELLOWSTONE SCIENCE AND ALLIED HEALTH BUILDING**

WHEREAS, the Montana State University-Billings (MSU-B) Foundation has requested a \$50,000 donation from the City Council to assist with an estimated \$18.4 million expansion and renovation of the Yellowstone Science and Allied Health Building on the MSU-B campus; and

WHEREAS, when the current Science Building was constructed in 1947, MSU-B had five science and health programs with 50 student majors and four faculty; and

WHEREAS, MSU-B today has 22 science and allied health programs with more than 850 student majors and 26 faculty members using the facility; and

WHEREAS, the current building has inadequate space for research, unsafe or inadequate facilities for effective equipment use and student learning, and limited technology infrastructure for interdisciplinary work; and

WHEREAS, more than 15,500 new health care workers will be needed in Montana in the next 10 years because of growth in health industries and retirements of those currently in the field; and

WHEREAS, 63% of MSU-B students remain in Yellowstone County after graduation, with more than 400 graduates working for Billings Clinic or St. Vincent's Health Care; and

WHEREAS, MSU-B contributes more than \$86 million annually to Yellowstone County.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY RESOLVE to contribute \$50,000 from the City Council Contingency Fund, Acct. No. 010-1110-411.79-70, to construction of the Yellowstone Science and Allied Health Building.

APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2017.

Billings City Council

Thomas W. Hanel, Mayor

ATTEST:

Denise Bohlman, City Clerk

Regular City Council Meeting

Meeting Date: 06/26/2017

TITLE: Extend the Term of Memorandum of Understanding with MontDevCo, LLC for the One Big Sky Center project

PRESENTED BY: Bruce McCandless, Assistant City Administrator

Department: City Hall Administration

PROBLEM/ISSUE STATEMENT

On November 14, 2016, the City Council approved a Memorandum of Understanding (MOU) with MontDevCo, LLC and MontDevCo II, LLC (MontDevCo) regarding the proposed One Big Sky Center (OBSC) project. The MOU expresses the City's willingness to negotiate a development agreement for the project that could eventually commit up to \$35 million of tax increment for the project's public components (parking, conference center and plaza). The MOU terminates on June 30, 2017 unless extended by mutual agreement. MontDevCo requested a six (6) month extension at the June 19 work session. The City Council directed staff to add the request to the next available City Council meeting agenda. Staff prepared a one page MOU amendment and amended and republished the June 26 meeting agenda so that it includes this item.

ALTERNATIVES ANALYZED

City Council may:

- Approve the recommended MOU term extension until December 11, 2017, or;
- Approve a termination date that is sooner than December 11, 2017 or;
- Disapprove a term extension.

Approving an extension of the MOU term will allow staff to continue working with the developers to craft a development agreement that will satisfy both parties. The only restriction on the City is that during the MOU term, it must refrain from negotiating with any other developers regarding the properties owned or controlled by MontDevCo. Approving a shorter term or not approving an extension may cause MontDevCo to withdraw from the negotiations, but it would be free to continue working on the project and approach the City about public funding when the development partners and plans are better established.

FINANCIAL IMPACT

The primary City expenditure is for the staff time involved in the negotiations. The City also uses legal and financial consultants as needed to help craft and analyze development agreement terms. The consultants' costs for the year are nearly \$40,000, but staff will try to minimize on-going costs by requesting the consultants' assistance only when their involvement is critical to the negotiation's and project's success. The source of funding for the legal and financial advisors is the Downtown Tax Increment District; not the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council approve a new MOU termination date of December 11, 2017 for the MontDevCo - One Big Sky Center project.

APPROVED BY CITY ADMINISTRATOR

Attachments

Memo of Understanding - One Big Sky
MOU - Amendment #1

**MEMORANDUM OF UNDERSTANDING
(ONE BIG SKY CENTER DEVELOPMENT PROJECT)**

THIS MEMORANDUM OF UNDERSTANDING (this “**Memorandum**”) is entered into as of the 14th day of November, 2016, among the CITY OF BILLINGS, a municipality of the State of Montana (the “**City**”) and MONTDEVCO II, LLC, a Montana limited liability company and MONTDEVCO, LLC, a Montana limited liability company (together, the “**Developer**”). The City and the Developer are each herein referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the City has established the Expanded North 27th Street Urban Renewal Area (the “**District**”); and

WHEREAS, the Developer owns or holds options or purchase rights for the property within the District reflected on Exhibit A attached hereto (the “**Development Site**”), which Development Site is located in the District; and

WHEREAS, the Developer has proposed to undertake the development and construction of a mixed use development project at the Development Site, including multi-family housing, retail, restaurant and entertainment space, commercial office space, a hotel, conference center and a parking structure (the “**Project**”); and

WHEREAS, the Developer has requested that the City use tax increment revenues of the District to help to defray the costs of the construction of public improvements associated with the Project (the “**Public Improvements**”); and

WHEREAS, the City and the Developer agree that this Memorandum represents each Party’s commitment to work cooperatively to evaluate the Project, identify and assess the Public Improvements and the City’s potential roles with respect thereto, and determine the ability of the City to participate in the financing of appropriate Public Improvements using tax increment of the District;

NOW THEREFORE, the City and the Developer agree as follows:

1. Evaluation and Negotiation. The City and the Developer shall undertake the process of evaluating the Project, identifying and assessing the Public Improvements and the City’s potential roles with respect thereto, and determining the ability of the City to participate in the financing of appropriate Public Improvements using tax increment revenues of the District. In that regard, if the City and the Developer are able to reach a preliminary agreement as to the scope of the City’s participation in the Project and with respect to the Public Improvements (including any financing thereof), City staff and consultants shall work to negotiate a definitive development agreement (the “**Development Agreement**”) and any other necessary agreements which would define the obligations of the City and the Developer with respect thereto.

2. Basic Terms of Development Agreement. The City and the Developer agree that the Development Agreement, satisfactory to each Party in its sole and absolute discretion, shall be required in order to proceed with development of the Project and the undertaking of appropriate Public Improvements. It is presently believed that such terms must necessarily address, at a minimum, the following matters, to- wit:

- (i) Define scope and costs of the Project and Public Improvements, including the Parties respective obligations and responsibilities with respect thereto.
- (ii) Define ownership and operational roles and responsibilities with respect to the Project and Public Improvements.
- (iii) Agreement with respect to plans and specifications of the design and materials for the Project and the Public Improvements.
- (iv) Proof of financing commitments with respect the Project.
- (v) Progress schedule by which the Project will be undertaken and evaluated.

3. Exclusivity. During the term of this Agreement, the City designates Developer as the exclusive developer of record with respect to the Project for so long as the Developer and/or its affiliates own or maintain enforceable options or purchase rights with respect to, the Development Site (or portion thereof) necessary for the construction and operation of the Project.

4. Obligation of Parties to Proceed. The obligation of the Parties to proceed beyond this Memorandum is dependent upon the Parties entering into a Development Agreement prior to the termination of this Agreement. Nothing contained herein shall (i) obligate the City to create or approve the Project as an urban renewal project or undertake or finance any Public Improvements, (ii) obligate the City to create or approve a site-specific development plan for the Project, or (iii) obligate either Party to enter into a Development Agreement. The Developer further acknowledges and agrees that in entering into this Memorandum, the City in no way assumes any liability or responsibility for the Project or the Public Improvements.

5. Term of Memorandum and Termination. This Memorandum shall remain in effect until June 30, 2017 unless earlier terminated or extended by mutual agreement of the Parties.

6. Miscellaneous.

(a) Financial Liability. The City shall not be liable for any costs, expenses or debts associated with or incurred by the Developer or its affiliates in connection with this Memorandum or any development, marketing or other activities with respect to the Project and the Public Improvements.

(b) Costs. Each Party shall be solely responsible for all costs and expenses incurred by such Party in connection with this Memorandum.

(c) Assignability. Neither Party shall assign this Memorandum without the written consent of the other Party.

(d) Amendments. This Agreement may be supplemented or amended only by written instrument executed by the Parties.

(e) Applicable Law. This agreement and the legal relations between the Parties hereto will be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any choice of law statutes, rules, or principles. The Parties hereby submit to the exclusive jurisdiction and venue of the Montana state and federal courts in Billings, Montana with respect to any action between the Parties relating to this Memorandum.

(f) Liability. The City and the Developer hereby acknowledge that the obligations of the Parties described herein are merely a present statement of intent. Neither Party shall be held liable should it determine to not proceed with the negotiation or execution of the Development Agreement or the undertaking of the Project or the Public Improvements. Partial performance by any Party of the terms of this Memorandum shall not be deemed evidence of intent by any party to be bound by the terms of any contract or agreement. The Developer further acknowledges that the City Council must exercise its discretion in the completion of the statutory processes required for the approval of the Project and any participation of the City with respect thereto, including with respect to any Public Improvements. The City will not be held liable in the event that the City Council, through the exercise of its discretion, determines to not approve any of the actions outlined herein.

(g) City Representatives Not Personally Liable. No member of the governing body, official, employee or agent of the City shall be personally liable to Developer, or any successor in the interest to Developer, pursuant to the provisions of this Memorandum, for any default or breach of the Memorandum by the City, or for any amount that may become due to Developer for any obligation issued under or arising from the terms of this Agreement.

(h) Not A Partnership; Developer Not an Agent of City. The provisions of this Memorandum are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership or any other similar relationship between the Parties. The Developer has no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever. The Developer shall be solely responsible for the performance of any of its employees, agents or sub-contractors under this Agreement. No agency or employment relationship is created between the Developer and the City by the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF BILLINGS, MONTANA

By: Thomas W. Havel
Mayor

Attest: Denise B. Bohlerman
City Clerk

MONTDEVCO II, LLC

M. Burke McHugh
Name: M. Burke McHugh
Title: Partner

MONTDEVCO, LLC

M. Burke McHugh
Name: M. Burke McHugh
Title: Partner

EXHIBIT A



Memorandum of Understanding Amendment #1

One Big Sky Center Development Project, Billings, Montana

THIS AMENDED MEMORANDUM OF UNDERSTANDING, dated June 26, 2017, is made and entered into by and between The **CITY OF BILLINGS**, Montana, a Montana municipal corporation ("City"), and MONTDEVCO, LLC and MONTDEVCO II, LLC, both being Montana limited liability companies ("Developer").

RECITALS:

1. City and Developer entered into a Memorandum of Understanding, dated November 14, 2016, relating to negotiating a final development agreement for a mixed use development project in the city of Billings that will include both private and public components and is commonly known as the Big Sky Center Development Project ("Project").

2. City and Developer enter into this amendment to the original Memorandum of Understanding in order revise the term as expressly set forth below.

MEMORANDUM OF UNDERSTANDING AMENDMENT

City and Developer stipulate and agree that the above-described Memorandum of Understanding shall be amended in the following respects:

1. Section 5. Term of Memorandum and Termination. The date of "December 11, 2017" shall be substituted in place of the date of "June 30, 2017".

2. The above-described Memorandum of Understanding, dated November 14, 2016, shall remain in full force and effect, binding upon the parties according to its original terms, except as expressly set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Memorandum of Understanding as of the day and year first set forth above.

DEVELOPER:

MONTDEVCO, LLC, a Montana Limited Liability Company

By: _____

Name: _____

Title: _____

LANDLORD:

THE CITY OF BILLINGS, MONTANA,
a Montana municipal corporation

By: _____

Thomas W. Hanel, Mayor

MONTDEVCO II, LLC, a Montana Limited
Liability Company

By: _____

Name: _____

Title: _____