

CITY OF BILLINGS

**CITY OF BILLINGS MISSION STATEMENT:
TO DELIVER COST EFFECTIVE PUBLIC SERVICES
THAT ENHANCE OUR COMMUNITY'S QUALITY OF LIFE**

AGENDA

COUNCIL CHAMBERS

November 14, 2005

6:30 P.M.

CALL TO ORDER – Mayor Tooley

PLEDGE OF ALLEGIANCE – Mayor Tooley

INVOCATION – Councilmember Nancy Boyer

ROLL CALL

MINUTES – October 24, 2005

COURTESIES

- Human Resources – MMIA First & Second Class Cities Safety Award

PROCLAMATIONS

- November 15, 2005: National Philanthropy Day

BOARD & COMMISSION REPORTS

ADMINISTRATOR REPORTS – Tina Volek

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, #2, and #3 ONLY. Speaker sign-in required. (Comments offered here are limited to 1 minute per speaker. Please sign up on the clipboard located 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.)

(NOTE: For Items not on this agenda, public comment will be taken at the end of the agenda. Please sign up on the clipboard located at the back of the room.)

CONSENT AGENDA:

1. A. **Bid Awards:**

(1) **New Current Model One Person Pot Hole Patching Unit.** (Opened 10/18/05). (Delayed from 10/24/05). Recommend Modern Machinery, \$127,950.00 including a 5-year warranty.

[\(Corresponding Staff Memo A1\)](#)

(2) **Telephone Water Meter Reading Management System.** (Opened 10/25/05). Recommend FirstPoint Energy Corp., \$68,000.00.

[\(Corresponding Staff Memo A2\)](#)

(3) Private Contract No. 392: Phase II – King’s Green Subdivision, Second and Third Filings. (Opened 10/25/05). Recommend Empire Sand & Gravel Co. for Schedules I (Utilities) and II (Streets), \$357,013.00; A-1 Landscaping for Schedule III (Landscaping), \$70,000.00 for a total bid cost of \$427,013.00; and approval of an additional \$132,868.42, plus a 10% contingency from the Affordable Housing Fund.

[\(Corresponding Staff Memo A3\)](#)

(4) Hazardous Material Abatement, Building Demolition, Underground Storage Tank Removal and Related Construction Activities for the Properties located at: 114-116 N. 26th St. (formerly Daryll Apartments & Commercial Space) and 120 N. 26th St. (formerly Smith’s Funeral Chapel). REBID. (Opened 11/8/05).

Recommendation to be made at meeting.

[\(Corresponding Staff Memo A4\)](#)

(5) Airfield Lighting Vault – Rebid. Schedule I – Airfield Lighting Control. (Opened 10/25/05). Recommend Ace Electric, \$657,217.20.

[\(Corresponding Staff Memo A5\)](#)

(6) Airport Terminal Kitchen Floor Replacement. REBID. (Opened 10/25/05). Recommend Fisher Construction, \$79,800.00.

[\(Corresponding Staff Memo A6\)](#)

(7) One (1) New 2006 Current Model Combination Hydraulic Sewer Jet Cleaner and Manhole Vacuum System, Truck Mounted. (Opened 11/1/05).

Recommend Western Plains Machinery Co., \$225,162.00.

[\(Corresponding Staff Memo A7\)](#)

(8) Purchase of Six (6) Replacement Police Vehicles. Recommend purchasing patrol cars from Bison Motor Company as determined per state bid. \$131,448.00.

[\(Corresponding Staff Memo A8\)](#)

B. Amendment to Professional Services Contract, W.O. 03-25: Rimrock Road, HKM Engineering, Inc., \$39,199.00.

[\(Corresponding Staff Memo B\)](#)

C. Approval of the CTEP Project Specific Agreement with Montana Dept. of Transportation (MDT) for the Gabel Road Bike/Pedestrian Project.

[\(Corresponding Staff Memo C\)](#)

D. Approval of the Storm Water System Construction, Reimbursement and Maintenance Agreement with Paragon Homes, Inc., \$11,297.49.

[\(Corresponding Staff Memo D\)](#)

E. Approval of the submittal of the *Bikes Belong* grant application for The Big Ditch Trail, \$10,000.00.

[\(Corresponding Staff Memo E\)](#)

F. Acknowledging receipt of petition #05-10 to annex: a 0.91-acre parcel of property located on the east side of Blue Creek Road at the intersection of Santiago Blvd, described as Tract 1C, C/S 566, Tract 1 2nd Amended, Jeffrey V. Essmann, petitioner, and setting a public hearing date for 11/28/05.

[\(Corresponding Staff Memo F\)](#)

G. Approval of the use of \$50,000.00 in CDBG funds for storm drain improvements on Milton Road, contingent on Policy Coordinating Committee (PCC) approval of the road as a 2006 CTEP project.

[\(Corresponding Staff Memo G\)](#)

H. Second/final reading ordinance for Zone Change #767: a zone change from Residential 9,600 to Residential Professional, Community Commercial and Residential Multi-Family on a 39.4 parcel located northwest of the intersection of Molt Road, 62nd Street West and Rimrock Road described as Tract 6A, C/S 2465, Golden West Partners, LLC, owner, Engineering, Inc., agent. Zoning Commission recommends approval and adoption of the twelve criteria.

[\(Corresponding Staff Memo H\)](#)

I. Second/final reading ordinance for Zone Change #768: a zone change from Residential 9,600 to Residential Multi-Family and Residential 7,000 on property located northwest of the intersection of Molt Road, 62nd Street West and Rimrock Road described as Tract 5A, C/S 2465, Golden West Partners, LLC, owner, Engineering, Inc., agent. Zoning Commission recommends approval and adoption of the twelve criteria.

[\(Corresponding Staff Memo I\)](#)

J. Final Plat of Bitterroot Heights Subdivision, 1st Filing.

[\(Corresponding Staff Memo J\)](#)

K. Final Plat of ZooMontana Subdivision.

[\(Corresponding Staff Memo K\)](#)

L. Bills and Payroll.

(1) September 16-30, 2005 (Court)

[\(Corresponding Staff Memo L1\)](#)

(2) October 7, 2005

[\(Corresponding Staff Memo L2\)](#)

(3) October 14, 2005

[\(Corresponding Staff Memo L3\)](#)

(4) October 21, 2005

[\(Corresponding Staff Memo L4\)](#)

(Action: approval or disapproval of Consent Agenda.)

REGULAR AGENDA:

2. **LABOR CONTRACT** between IAFF Local 521 and City of Billings, 3-year term: 7/1/05 to 6/30/08. Staff recommends approval. (**Action:** approval or disapproval of Staff recommendation.)
[\(Corresponding Staff Memo 2\)](#)
3. **AUTHORIZATION** of a request to Montana Department of Transportation (MDT) for the *Wayfinding Sign* experiment for four (4) years, beginning in November 2005. Staff recommends approval. (**Action:** approval or disapproval of Staff recommendation.)
[\(Corresponding Staff Memo 3\)](#)
4. **ELECTION** of Deputy Mayor.
[\(Corresponding Staff Memo 4\)](#)
5. **PUBLIC COMMENT** on **Non-Agenda Items** -- **Speaker sign-in required.**
(Restricted to ONLY items not on the printed agenda; comments limited to 3 minutes per speaker. Please sign up on the clipboard located at the back of the Council Chambers.)

COUNCIL INITIATIVES

ADJOURN

A1

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: One Person Pothole Patching Unit

DEPARTMENT: Public Works Department

PRESENTED BY: David Mumford, P.E., Director of Public Works

PROBLEM/ISSUE STATEMENT: This One Person Pothole Patching Unit is in the City's Equipment Replacement Program, and was approved by City Council during the FY 05/06 budget process. The budget estimate for this item is \$130,000. The unit's function is to repair potholes using one person.

The Street/Traffic Division advertised for sealed bids for the One Person Pothole Patching Unit on October 6th & 13th with a bid opening on October 18th, 2005. The City Council postponed action from October 24th, 2005 agenda.

FINANCIAL IMPACT: Received 2 bids on the One Person Pothole Patching Unit.

<u>Vendor</u>	<u>Total Bid</u>	<u>Trade In</u>	<u>Net Bid</u>
Modern Machinery	\$149,750.00	\$23,750.00	\$126,000.00
Western Plains	\$144,938.00	\$10,000.00	\$134,938.00

RECOMMENDATION

Staff recommends:

- 1) Award bid to Modern Machinery as the low bid.
- 2) Purchase 5 year warranty on Transmission/Engine at \$1950.00 for total bid award of \$127,950.00.

Approved By: **City Administrator** _____ **City Attorney** _____

[\(Back to Consent Agenda\)](#)

A2

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: Telephone Water Meter Reading Management System

DEPARTMENT: Public Works

PRESENTED BY: Dave Mumford, Public Works Director

PROBLEM/ISSUE STATEMENT: The Public Works Department-Commercial & Meter Division uses automated inbound telephone water meter reading equipment to read approximately 15,000 meters each month. The software used to receive the readings and manage the system is outdated and no longer supported. If this software develops a problem, we will not be able to receive the meter readings. This purchase was planned for in the current budget.

FINANCIAL IMPACT: There is sufficient money in the FY06 Water Replacement/Depreciation account. One bid was received on October 25, 2005. The bid was as follows:

FirstPoint Energy Corp.....\$68,000.00

Two other vendors requested additional information, but declined to bid because of compatibility issues with our existing hardware.

RECOMMENDATION

Staff recommends that Council award of the bid for the Telephone Water Meter Reading Management System to FirstPoint Energy Corp. in the amount of \$68,000.00.

Approved By: City Administrator City Attorney

[\(Back to Consent Agenda\)](#)

A3

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: Staff Recommendation for King's Green Phase II Infrastructure

DEPARTMENT: Community Development Division

PRESENTED BY: Brenda Beckett, Community Development Manager
Vicki Lapp, CD Program Coordinator

PROBLEM/ISSUE STATEMENT: In response to an RFP issued for the infrastructure development in the Kings Green Subdivision, the Community Development Division received 6 bids. The lowest bids were from Empire Sand & Gravel for the streets and utilities and A-1 Landscaping for the landscaping. Total bid cost is \$427,013. One hundred thirty-two, eight hundred sixty-eight dollars and 42 cents (\$132,868.42) more than what was previously allocated to this project.

ALTERNATIVES ANALYZED: Alternatives would be (1) to accept the lowest bids received from Empire Sand & Gravel and A-1 Landscaping and allocate an additional \$141,114 to complete the financing package. (2) To not accept the lowest bids received from Empire Sand & Gravel and A-1 Landscaping.

FINANCIAL IMPACT: HOME funds have previously been allocated for the infrastructure in this project. The balance of these funds is currently \$294,144.58. Bids received total \$427,013. That makes shortfall of \$132,868.42 of the HOME funds allocated to this project. This amount includes the balance of the contract to Engineering, Inc. for management and administration. Funds from the Affordable Housing Fund or from unprogrammed funds could be allocated to make up this shortfall. Additional financial impact, if additional funds are not allocated to this project, the funds already allocated would have to be committed by June 30th of next year, or they would be recaptured by HUD.

Unprogrammed HOME/CDBG funds balance: \$ 181,321.65

Affordable Housing Fund balance: \$ 398,584.00

RECOMMENDATION

CD Board and Staff recommend City Council approve the lowest bids received from Empire Sand & Gravel and A-1 Landscaping and also allocate an additional \$132868.42, plus a 10% contingency, from the Affordable Housing Fund.

Approved By: **City Administrator** **City Attorney**

INTRODUCTION

The City of Billings conducted a Housing Needs Analysis in December 2004 in which the combination of the household forecast and housing needs surveys were the basis for the housing needs assessment and the determination of the priorities to meet those needs. This report lists the critical concerns identified related to housing.

Affordable single family homes for purchase were perceived as the highest need, with 44.4% of respondents selecting this type of housing. The Housing Needs Analysis also has data on housing costs, which is collected from newspaper classified advertisements. The average advertised price of a 3 bedroom housing in Billings in 2004 was \$169,736. The average sales price of a new home in 2003 was \$203,152, the median price was \$182,020. All these are well above the estimated sales price of the homes in this proposal.

In addition to mailing surveys, interviews were conducted with individuals in Billings who are knowledgeable about the housing market. These included builders, realtors, property managers, public housing authorities, human resource development councils, and social service agencies serving the elderly, disabled, special needs, low-income and other at-risk populations. Interviewees were first asked about the greatest unmet housing need in Billings related to homeownership. Eighty percent indicated that affordable single-family homes for purchase were the greatest need, especially for low and middle income households. Many indicated that there were not any quality homes available for purchase under \$100,000, and few under \$120,000. Concern about income levels compared to housing costs was frequently mentioned.

The purchase prices of the homes in Phase I averaged \$104,000 for a 1,284 square foot, 3 bedroom house with an oversized garage. Anticipated purchase prices of the homes in Phase II will range from \$ 95,000 for a 2 bedroom to \$ 105,000 for the 3 bedroom; based on costs from the previous phase.

PROCEDURAL HISTORY

- February 1995- Yellowstone County donated 14.5 acres of tax-deed property to the City of Billings. This land was donated by the County on the condition that it was used for the creation of affordable housing.
- June 12, 1995- a public hearing was held by the City Council on the proposed sale of the land. Many neighbors expressed concern over the development of the property. In response, the City Council placed four criteria on the development of the land to assure a quality development that would compliment the existing neighborhood. These criteria were:
 1. Property is to be used solely for affordable housing projects;
 2. Access must be provided to the adjacent park property;
 3. Development must mitigate negative impacts on the surrounding neighborhood; and
 4. All conditions will be enforced by a Development Agreement.
- June 1995-City Council received a request for zone change. The Billings Area Housing Association (BAHA) project required a zone change from R5000 to R6000 which was opposed by the neighbors and the zone change was denied by the City Council.

- August 1995- City staff issued a Request for Proposals (RFP) for the use of the land from area developers, builders and non-profit organizations with proposals due on October 13, 1995
- October 1995- Staff received a proposal from Yellowstone Construction. Chuck Platt and Jerry Neumann were partners in Yellowstone Construction. The partnership is now dissolved.
- December 1995 A Public Hearing was held on selection of developer. Yellowstone Construction's proposal accepted by City Council to build 68 homes.
- May 1996- Major plat was accepted by City Council
- August 1996- Development agreement was approved and signed by Mayor Tooley.
- January 1997- City received preliminary contract for infrastructure cost of phases I & II.
- May 1997- City quit Claimed first two lots to Yellowstone Construction to begin first phase.
- June 1997- June 2000 - City experienced flooding problems in the area causing the footings of the first two homes to flood, halting project. The City received a letter from Chuck Platt & Jerry Neumann stating that the project at present is not feasible as currently designed. They expressed interest in finding a solution, stating that the storm drain concerns must be addressed for the project and existing neighbors for a successful project. The City hired an Engineer to evaluate solutions to the storm drain problems in the area. Yellowstone construction quit claimed the parcels back to the City. City staff met with the developer and the Southwest Corridor Task Force chairman to discuss the preliminary storm drain report. Twenty-seven different alternatives were explored and narrowed down to two alternatives for final analysis by the engineer. The City received a grant of \$300,000.00 to combine with other local resources to provide storm water-retention facility for area. The retention facility was reviewed and closed out by the State CDBG program.
- December 2001- A New RFP was issued with a due date of January 18, 2002.
- January 18, 2002- One proposal was submitted by Chuck Platt and Tim Hudson of Real Estate Dynamics, Inc and Laughlin Construction.
- March 2002- A neighborhood meeting was held to discuss the project and obtain feedback from the people attending. During the meeting, the flood mitigation performed at site was questioned as to its success.
- March 2002- Community Development Staff met with Public Works staff to discuss neighborhood concerns.
- April 2002- A second neighborhood meeting was held so that City Engineers could address storm drain concerns.
- June 2002- A third neighborhood meeting was held to discuss housing plans and to obtain feedback. No concerns were expressed regarding housing but the Task Force was still concerned about Storm drain issues.
- August 2002- Developer, City staff and Task Force Chairman met at Kings Green site to discuss concerns and possible resolutions.
- August 22, 2002- Resolutions to further mitigate drainage concerns were discussed and support to proceed was received from the Task Force.
- September 3, 2002- CD Board recommended approval of the project and a new development agreement.
- October 2002- Staff, developer and Engineering Inc. staff worked on revising plat and submitting it for approval

- December 2002- A revised plat was submitted.
- December 2003 – A Housing Development Agreement was signed with Real Estate Dynamics, Inc.
- December 2004 – The final home in King’s Green, Phase I was purchased.
- June 2005 – An RFP for Phase II King’s Green was issued.
- August 2005 – Staff Recommendation to CD Board for Phase II King’s Green was submitted with Real Estate Dynamics selected as the Developer.
- September 12, 2005 – The City Council approved the CD Board recommendation.
- September 2005 – A contract with Engineering, Inc to design and manage infrastructure was issued.
- October 1, 2005 -- The RFP for infrastructure was advertised; bids were due by Oct. 25th.
- November 1, 2005 – Staff recommendation to accept low bids and allocate additional funding was approved unanimously by CD Board.
- November 14, 2005 – Staff recommendation to City Council was submitted.

BACKGROUND

This project shows a strong partnership and commitment in achieving affordable housing opportunities for the City of Billings. The developer has been involved with this project since its inception and is very familiar with all of the history and challenges associated with the project. The Developer has also contributed a significant amount of time in working with staff and the Southwest Corridor Task Force to assure that the existing neighborhood has had an ample opportunity for input and participation in the proposed project.

HOME Affordable Housing funds have been approved and set aside to pay for this cost.

ALTERNATIVES ANALYSIS

Alternatives would be (1) to approve the lowest bid received by Empire Sand and Gravel for the Streets and Utilities and A-1 Landscaping for the landscaping, allocate additional funding, and proceed with the project; or (2) To not approve the low bids and direct staff to re-bid the project.

STAKEHOLDERS

Stakeholders include:

- Those potential homebuyers in the community at or below 80% AMI
- Surrounding property owners, whose property values will increase with the addition of this new housing development.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

This project meets the following strategies proposed in the City’s Consolidated Plan.

- Promote the preservation and revitalization of the community’s older neighborhoods where the affordable housing stock is located.
- Promote New Affordable Housing Opportunities.
- Work as an active partner with non-profits, neighborhood groups, and others to address housing, community, and neighborhood needs.
- Improve the economic conditions of lower income households in the community.

SUMMARY

This project, as proposed, is consistent with four of the six strategies in the City's Consolidated Plan. Phase I of this project was extremely successful, with all 10 of the houses being sold within 6 months of construction. This project meets Billings' greatest housing need as identified in the 2005 Housing Needs Analysis, both by the respondents and the housing professionals interviewed. The HOME cost per unit is well below the maximum subsidy required by Federal Regulation. The developers have experience in building, marketing, and selling the homes, as well as experience in working with federal programs. This project is offering brand new, affordable homes to people that might not otherwise be able to achieve the dream of homeownership. It is also developing a vacant parcel of land into a vibrant, family friendly neighborhood. Barriers identified in the 2005 Housing Needs Analysis to building new affordable housing were the increasing cost of construction and materials, and the increasing cost of infrastructure. Other barriers to homeownership were the lack of down payment assistance and a lack of knowledge regarding the home buying process and available assistance. This project addresses all of those issues, directly or indirectly.

RECOMMENDATION

CD Board and Staff recommend City Council approve the lowest bids received from Empire Sand & Gravel and A-1 Landscaping and also allocate an additional \$132868.42, plus a 10% contingency, from the Affordable Housing Fund.

[\(Back to Consent Agenda\)](#)

A4

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: Award of Abatement/Demolition Contract

DEPARTMENT: Administrative Services – Parking Division

PRESENTED BY: Liz Kampa-Weatherwax, Parking Division Director

PROBLEM/ISSUE STATEMENT: The Parking Division acquired the property at 114-116 and 120 North 26th Street (formerly the Daryll Apartments, commercial space and Smith's Funeral Chapel) for future expansion of the Park II facility. Hazardous material abatement, underground storage tank removal, building demolition and related construction activities must be completed at these property locations prior to construction. An invitation to bid was advertised on September 29 and October 6, 2005, for the project. A mandatory pre-bid meeting was held on October 4, 2005. Bids were opened on October 11, 2005. No bids were received. A new invitation to bid was advertised on October 20 and 27, 2005. A mandatory pre-bid meeting was held on November 1, 2005. Bids will be opened on November 8, 2005, and information will be forwarded to Council in the "Friday Packet" of November 11, 2005.

ALTERNATIVES ANALYZED:

- Approve a contract to complete the abatement, storage tank removal and demolition needed to move forward with the Park II expansion project.
- Re-advertise the invitation to bid this project.

FINANCIAL IMPACT: The Parking Enterprise Fund has included the costs of necessary abatement and demolition as a portion of the approved Park II Expansion budget.

RECOMMENDATION

Recommendation to be made at the November 14, 2005, City Council meeting.

Approved By: **City Administrator** **City Attorney**

[\(Back to Consent Agenda\)](#)

A5

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: Award of the Airfield Lighting Vault and Control System

DEPARTMENT: Aviation and Transit

PRESENTED BY: J. Bruce Putnam, A.A.E., Director of Aviation and Transit

PROBLEM/ISSUE STATEMENT: This Airfield Lighting Vault and Control System Contract will update the Airport's airfield lighting control system equipment and electrical vault. The existing airfield lighting control system is over twenty years old and does not have the ability to alert personnel when a circuit is showing signs of an electrical problem. The new control system will provide an electronic monitoring system and regulators that receive inputs from the lighting circuits that sense if there is a problem with an existing circuit and relay that information, via computer, to Airport personnel prior to the circuit failure. Additionally, because this system uses fiber optic cable, the possibility of electrical damage due to lightning strikes on the airfield will be reduced. Finally, this system will also provide state-of-the-art "touch screen" airfield lighting control to air traffic controllers who are responsible for the intensity of the runway lights at night and during low visibility conditions. This project was previously approved in the Fiscal Year 2005 Capital budget and CIP; however, the bids received last June were substantially higher than the budgeted amount. Budget authority was reestablished in the first quarter budget adjustment approved on October 24, 2005. The project scope has been reworked and a less expensive steel building structure was specified, which did provide two bids within our project budget. As with all projects, we review the bid documents from each contractor. This review revealed math errors in the bids from Yellowstone and Colstrip Electric Companies. The corrected bid amounts did not affect the low bidder. The bids received were as follows:

<u>SUPPLIER</u>	<u>BID AMOUNT</u>	<u>CORRECTED BID AMOUNT</u>
Ace Electric	\$657,217.20	\$657,217.20
Yellowstone Electric	\$678,634	\$681,304.14
Colstrip Electric	\$823,928	\$825,982.54
ENGINEERS ESTIMATE	\$715,000	

FINANCIAL IMPACT: The total cost of this project is \$657,217.20, and will be funded through the Airport's Passenger Facility Charge (PFC) program.

RECOMMENDATION

Staff recommends the City Council approve the award of the Airfield Lighting Vault and Control System Contract to the low bidder Ace Electric, for the amount of \$657,217.20.

Approved By: **City Administrator** **City Attorney**

[\(Back to Consent Agenda\)](#)

A6

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: Award of Airport Restaurant Kitchen Floor Replacement Project

DEPARTMENT: Aviation and Transit

PRESENTED BY: J. Bruce Putnam, A.A.E., Director of Aviation and Transit

PROBLEM/ISSUE STATEMENT: The existing tile floor in the kitchen area of the Airport Terminal Building restaurant is over 50 years old, and has become detached in a number of areas from the concrete sub floor slab below it and needs to be replaced. In the heavy traffic areas, the floor tiles have been repeatedly patched to try to prevent the tiles from additional breaking, but the damage has now migrated throughout the kitchen and is becoming a safety, health, and maintenance risk. This project will remove the existing floor and wall base tile, thoroughly degrease and clean the concrete sub floor slab, and install a new epoxy flooring system. This project was previously approved in the Fiscal Year 2005 Capital budget and CIP; however, when advertised for bids last June, no bids were received. It was determined that due to the complexity of this project and the busy schedules of the contractors that no one was interested in taking on this project at that time; hence, it was determined to wait until later in the construction season to bid again when the contractors are less busy. Budget authority was reestablished in the first quarter budget adjustment approved on October 24, 2005. In spite of advertising this project in the *Billings Times*, at the Builders Exchange, and on the City's web site, we received only one bid from Fisher Construction. This bid was within the estimated cost to complete the work as specified.

<u>COMPANY</u>	<u>BID AMOUNT</u>
Fisher Construction	\$ 79,800
ESTIMATE	\$100,000

FINANCIAL IMPACT: The total cost of this project is \$79,800. Sufficient funds are available in the Airport's Capital Program to cover the cost of this project.

RECOMMENDATION

Staff recommends that the City Council award the Airport Restaurant Kitchen Floor Replacement to the lowest bidder Fisher Construction, for the amount of \$79,800.

Approved By: **City Administrator** **City Attorney**

[\(Back to Consent Agenda\)](#)

A7

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: Vehicle Bid Award – 2006 Sewer Jet Cleaner and Manhole Vacuum System

DEPARTMENT: Public Works Department

PRESENTED BY: Dave Mumford, Public Works Director

PROBLEM/ISSUE STATEMENT: The Public Works Department received bids for replacement of an existing vehicle in accordance with the approved equipment replacement plan and is recommending award.

FINANCIAL IMPACT: The bid was advertised on October 20 and 27, 2005. There is sufficient money in the FY 06 budget for the Wastewater Replacement/Depreciation Fund to cover the award. Two bids were received on November 1, 2005 as follows:

Western Plains Machinery Co.....	\$225,162.00 (Blower)
Western Plains Machinery Co.....	\$225,814.00 (Fan)
Northwest Truck & Trailer Sales, Inc.	\$234,995.00

RECOMMENDATION

Staff recommends that Council award the bid for a 2006 Sewer Jet Cleaner and Manhole Vacuum System to Western Plains Machinery Co. in the amount of \$225,162.00.

Approved By: **City Administrator** **City Attorney**

[\(Back to Consent Agenda\)](#)

A8

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: Approval to Purchase Six (6) Replacement Police Vehicles

DEPARTMENT: Administration-Finance Division

PRESENTED BY: Patrick M. Weber, Financial Services Manager

PROBLEM/ISSUE STATEMENT: The Police Department has six patrol cars to replace in FY06. The cars were approved by council for replacement in the FY06 Equipment Replacement Plan (ERP). The State of Montana does an RFP for law enforcement vehicles annually. Local government agencies are allowed to use the same vendor that the state chooses for its highway patrol cars. Archie Cochran Ford chose not to bid for the state law enforcement vehicle contract.

FINANCIAL IMPACT: As per state bid the vehicle replacement will be through Bison Motor Company at \$21,908 per Crown Victoria. The total cost will be \$131,448. This expense was budgeted for FY06 in the Capital Replacement Fund (640).

RECOMMENDATION

Staff recommends that City Council give approval to purchase the Police patrol cars from Bison Motor Company as determined per state bid.

Approved By: **City Administrator** **City Attorney**

[\(Back to Consent Agenda\)](#)

B

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: Amendment to Professional Services Contract for WO 03-25 Rimrock Road
DEPARTMENT: Public Works/Engineering
PRESENTED BY: David D. Mumford, PE, Public Works Director

PROBLEM/ISSUE STATEMENT: The Urban Highway Pilot Involvement Program is a collaboration between the City of Billings and the Montana Department of Transportation to construct an Urban System project. The project that will be constructed will be Rimrock Road between Shiloh Road and 54th Street West. The original scope of work included widening and reconstruction of Rimrock Road to 3 lanes to incorporate a center turn lane, with no curb and gutter, and to include a separated pedestrian/bike path from Shiloh Road to 54th Street West. It is more desirable to include the construction of curb and gutter from Shiloh Road to Rim Point Drive. The inclusion of curb and gutter is a change of scope of work to the consultant contract. This change includes a number of details to properly design the street section. This includes more detailed storm drain design and street section design. It becomes necessary to amend HKM's contract to include the curb and gutter section in its design. The amendment is for \$39,199.00. The Montana Department of Transportation has reviewed the scope of work and budget for the amendment to the professional services contract and feels that it is in line with the extra design required to change the section to include curb and gutter.

FINANCIAL IMPACT: The professional services contract with HKM Engineering, Inc. was approved at the July 12, 2004, City Council Meeting for the amount of \$364,986. Per the Rimrock Road Urban Highway City State Agreement, the City is obligated to pay 13.42% of the professional services contract. The amendment to the contract (\$39,199.00) will cost the city an additional \$5,260.50. Gas tax dollars in the amount of \$174,757.00 were allocated in the FY'05 CIP to pay for the professional services contract. The City will be reimbursed by the Montana Department of Transportation for the remainder of the contract (86.58%) utilizing Federal Funds. Construction of this project will be paid for by the Montana Department of Transportation utilizing Federal Funds. The original estimate for this project, including design, was \$1,900,000. The new estimate, including the design and the amendment to the design, is approximately \$3,000,000. Additional federal funds have been allocated to complete this project.

RECOMMENDATION

Staff recommends that Council approve the amendment to the professional services contract for WO 03-25 with HKM Engineering, Inc. in the amount of \$39,199.00.

Approved By: **City Administrator** **City Attorney**
ATTACHMENT

A. Amendment to WO 03-25 Rimrock Road Professional Services Contract with HKM

[\(Back to Consent Agenda\)](#)

C

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: CTEP Project Specific Agreement – Gabel Road Bike/Ped

DEPARTMENT: Public Works Department

PRESENTED BY: David D. Mumford, P.E., Public Works Director

PROBLEM/ISSUE STATEMENT: The City of Billings submitted a Montana Department of Transportation (MDT) Community Transportation Enhancement Project (CTEP) grant funding application for the Gabel Road Bike/Ped project in 2003. The Gabel Road Bike/Ped project will construct a continuation of the Heritage Trail through the Transtech Center Subdivision to the corner of 32nd St. W. and Gabel Road. The Gabel Road Bike/Ped project was approved through the local selection process and approved by MDT. The Project Specific Agreement represents the formal agreement between the City and MDT for the project's scope, funding and federal aid compliance. Council must authorize the Mayor to execute a Project Specific Agreement for the Gabel Road Bike/Ped to begin project development. The Project Specific Agreement is on file with the City Clerk's office.

ALTERNATIVES ANALYZED:

- Approve the CTEP Project Specific Agreement.
- Do not approve the CTEP Project Specific Agreement. This would result in the loss of CTEP funding for this project.

FINANCIAL IMPACT: The funding breakdown for this project is as follows:

CTEP Grant	\$100,000
<u>Local Match</u>	\$ 15,500
Total Funds Available	\$115,000

Local match funding will be provided by General Obligation (GO) Bond funds from the Parks and Trails GO Bond approved in 1999.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the CTEP Project Specific Agreement for Gabel Road Bike/Ped.

Approved By: **City Administrator** **City Attorney**

[\(Back to Consent Agenda\)](#)

D

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: Storm Water System Construction, Reimbursement and Maintenance Agreement

DEPARTMENT: Public Works Department

PRESENTED BY: David D. Mumford, P.E., Public Works Director

PROBLEM/ISSUE STATEMENT: An artesian spring was discovered on private property owned by Paragon Homes near the corner of Tumbleweed Drive (North) and Alkali Creek Road. The artesian spring is draining across the public sidewalk and into a storm drain inlet several hundred feet away from the source. Numerous public complaints have been received about the discharge of this spring causing disruption to the nearby school crosswalk. The City is constructing storm drain improvements and a "temporary" collection system in that section of Alkali Creek Road in order to collect the discharge water and discharge it through the storm drain system into Alkali Creek. These storm system improvements were already planned as part of the Alkali Creek Road project, but were scheduled to be installed next year. A Storm Water System Construction, Reimbursement and Maintenance Agreement was drafted to clarify the duties and responsibilities of the two parties involved in this matter. The agreement will require the property owner to reimburse the City for some of the costs incurred in doing this work during this phase of the road project and to install a "permanent" collection system to collect the spring discharge and convey it into the public storm system. A copy of the agreement is on file with the City Clerk.

ALTERNATIVES ANALYZED:

- Approve the Storm Water System Construction, Reimbursement and Maintenance Agreement.
- Do not approve the Storm Water System Construction, Reimbursement and Maintenance Agreement. This could potentially require the City to bear all of the costs of the installation and maintenance of the spring discharge collection system.

FINANCIAL IMPACT: The City will be reimbursed by Paragon Homes in the amount of \$11,297.49 for costs incurred in constructing the storm drain system.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the Storm Water System Construction, Reimbursement and Maintenance Agreement with Paragon Homes.

Approved By: City Administrator City Attorney

[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM**CITY OF BILLINGS, MONTANA****Monday, November 14, 2005**

TITLE: Bikes Belong Grant application for The Big Ditch Trail**DEPARTMENT:** Planning and Community Services Department, Ramona Mattix, AICP, Director**PRESENTED BY:** Darlene Tussing, Alternate Modes Coordinator

PROBLEM/ISSUE STATEMENT: The City of Billings is seeking funding for a continuation of a section of the trail that will run from the Shiloh Underpass west along the south edge of the Rush Subdivision through Rimrock West to the dedicated parkland that borders 46th St. Some funding was secured in the 2004 CTEP process, but additional monies are needed to complete the project from Larchwood to 46th St. Staff has applied for a CTEP grant which includes preliminary engineering, construction and construction engineering with a total estimated cost of \$170,500 for a 10 ft. wide hard surface trail. The CTEP grant requires a 13.42% match or \$22,800. The Bikes Belong Coalition which administers the Bikes Belong Grant is sponsored by members of the American Bicycle Industry and provides grants of up to \$10,000. If awarded, the Bikes Belong Grant could provide a portion of that local match. Staff needs approval by the City Council to submit this grant by the November 28th deadline.

FINANCIAL IMPACT: The Bikes Belong Grant is being written to provide supplemental funding for the Big Ditch Trail. The maximum amount that can be applied for is \$10,000, and this amount can be used toward the local match required by CTEP. The 2006 CTEP application request is for \$147,620.00 and requires a 13.42% local match or \$22,880, so any funding that could be received from the Bikes Belong Grant would help to provide that match. The 1999 GO Bond that was identified for the development of the west end trail would provide the additional local match for CTEP. As of August 2005, there is a little over \$100,000 available in the GO Bond account that has not been spent or has not been committed to trail related projects.

RECOMMENDATION

Staff recommends that Council approve the submittal of a Bikes Belong Grant for a portion of the Big Ditch Trail Project.

Approved By: **City Administrator** **City Attorney** [\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM**CITY OF BILLINGS, MONTANA****Monday, November 14, 2005**

TITLE: Annexation petition #05-10: Acknowledge receipt of petition and set a public hearing date

DEPARTMENT: Planning and Community Services

PRESENTED BY: Candi Beaudry, Planning Division Manager

PROBLEM/ISSUE STATEMENT: Jeffrey V. Essmann submitted a petition to annex land to the City of Billings under 7-2-4600 MCA. The .91-acre subject property is located on the east side of Blue Creek Road at the intersection of Santiago Boulevard. The parcel is currently vacant and the property owner is requesting annexation in order to obtain city water and sewer services to develop the property for commercial purposes. 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 decides if it will annex the property. Staff will provide information on compliance with the Annexation Policy and responses from City Departments at the public hearing.

ALTERNATIVES ANALYZED: MCA, Section 7-2-4600 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: A fiscal impact analysis and staff recommendation 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 November 28, 2005, to consider annexing this property.

Approved by:

City Administrator _____

City Attorney _____

ATTACHMENTS

- A. Property data
- B. Annexation petition
- C. Map

ATTACHMENT A
Property Data

Annexation #05-10 Property Data

Type of annexation: Petitioned - MCA 7-2-4600

Petitioner: Jeffrey V. Essmann

Purpose of annexation: Obtain City services

Property included: Tract 1C, Certificate of Survey 566 Tract 1 2nd
Amended

Location: On the east side of Blue Creek Road at the
intersection of Santiago Boulevard

Total area: .91 acres

Current zoning: Neighborhood Commercial

Current land use: Vacant

Future land use: Commercial

05-989

**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 of Parmly Billings Library at 510 North Broadway, 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.

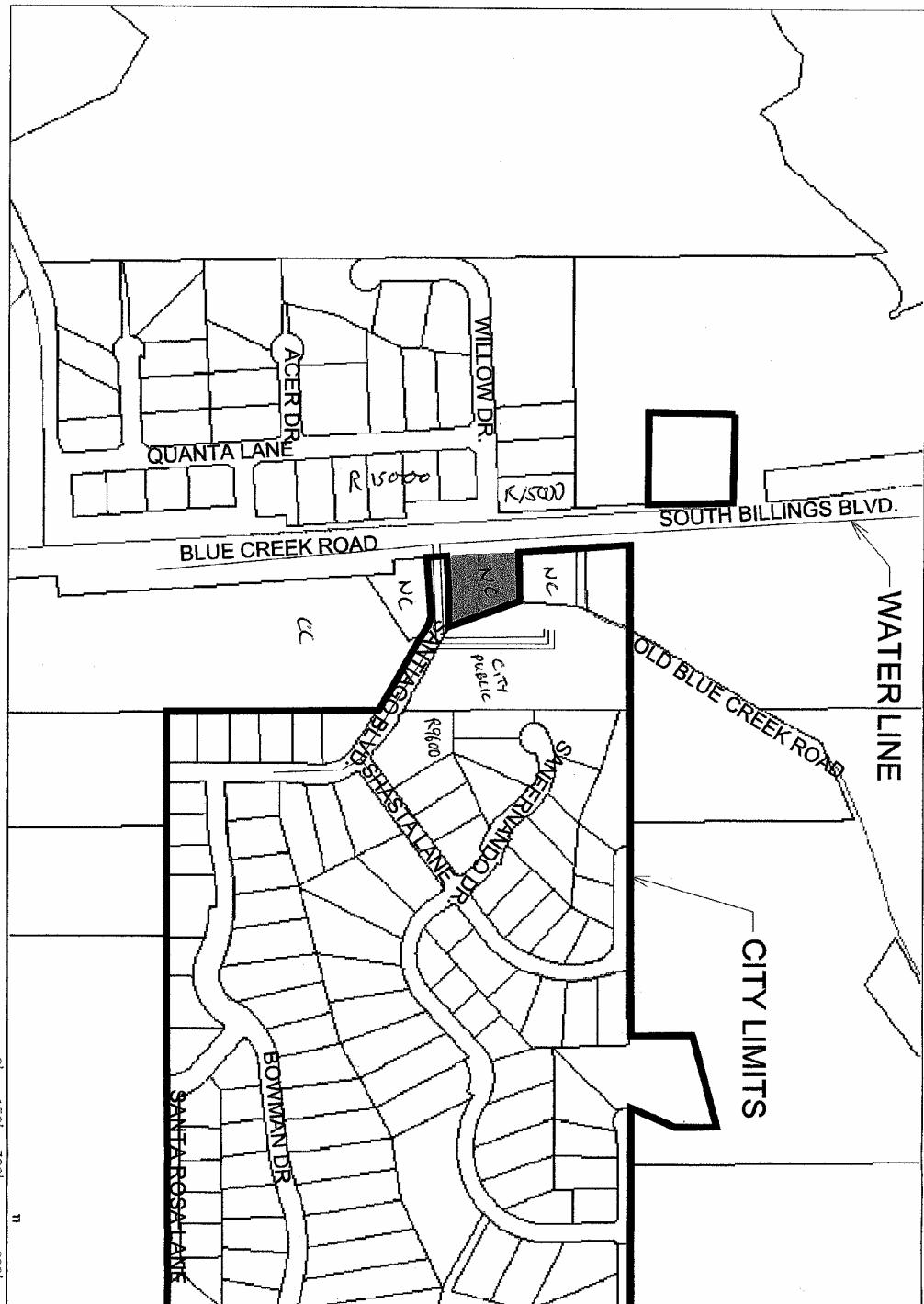
5. A description of the territory to be annexed to the City is legally described on a document attached hereto.

RESIDENT FREEHOLDER ELECTORS

Date 10/16/2005	Print Name Jeffrey V. Essmann	Name Signature 	Address 3130 Rockesters Rd Billings MT 59101
--------------------	----------------------------------	--	--

(continued on separate page)

Shaded property is requested annexation area.



Drawn By: KL
Checked By: QWE
Date: JUNE 2005
Project #:
Cadd file:



EEC INC.
3340 SOUTH 74TH STREET WEST
BILLINGS, MT 59106
OFFICE: 406-672-8798
FAX: 406-672-8799

SCALE:
SHEET#:

[\(Back to Consent Agenda\)](#)

G

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: Milton Road CDBG Funding

DEPARTMENT: Planning and Community Services Division

PRESENTED BY: Ramona Mattix, Director

PROBLEM/ISSUE STATEMENT: In 1999 and 2000, Council authorized a total of \$50,000 in Community Development Block Grant (CDBG) funds in the Neighborhood Projects category for Milton Road. The funding application states that the monies were to be used as “seed money to initiate sidewalk improvements on Milton Road.” The Engineering Division will propose Milton Road as this year’s School Route Sidewalks project as Bench School is located on Milton Road. As a school routes project, CTEP funding and Special Assessment Grants would be used to offset property owner sidewalk assessments thereby making the \$50,000 in block grant funds redundant. Storm drain improvements are necessary to doing any street improvements because the current “french drain” storm drain system is inoperative. The Community Development Board approved the re-allocation of the sidewalk “seed money” to be used for storm drain purposes on Milton Road at its November 1 meeting. Therefore, we are requesting Council reallocate the \$50,000 in sidewalks “seed money” to be used for necessary storm drain improvements.

FINANCIAL IMPACT: There is no specific impact to funding as the \$50,000 in block grant funds have already been allocated to the Milton Road area. The block grant funds will be used for storm drain improvements as part of a comprehensive project to improve Milton Road.

RECOMMENDATION

Staff recommends that Council approve the use of the \$50,000 in CDBG funds for storm drain improvements on Milton Road, contingent on Policy Coordinating Committee approval of Milton Road as a CTEP project for this year.

Approved By: City Administrator _____ City Attorney _____

INTRODUCTION

Special Improvement Districts (SIDs) were attempted in 1993-1994, 1996 and in 2001 to finish the public improvements (street, curb & gutter, sidewalks and storm drain) on Milton Road. Each of these attempts failed, primarily because of property owner opposition to the required assessments. In 1999 and 2000, the City Council authorized a total of \$50,000 in Community Development Block Grant (CDBG) funds for sidewalk improvements for Milton Road.

PROCEDURAL HISTORY

- Completed Items
 - ca. 1993-1994: Several Milton Road street and storm improvements Special Improvement Districts failed prior to creation
 - 1999-2000: The Community Development Board recommended and Council approved a total of \$50,000 in CDBG funds as “seed money to initiate sidewalk improvements” on Milton Road
 - 2000: US Census categorized both sides of Milton Road as CDBG eligible areas; prior to that time, only the north side of the street was CDBG eligible
 - November 1, 2005: The CD Board approved the re-allocation of the sidewalk “seed money” to be used for storm drain purposes on Milton Road.
- Future Items
 - Council re-allocation of CDBG funds for storm drain purposes (**this memo**)
 - Nov-Dec 2005: Staff to present Milton Road as a proposed CTEP project to Council
 - 2006: Project to reconstruct Milton Road with new sidewalks, curb & gutter, accessibility ramps, school frontage improvements, and storm drain improvements

BACKGROUND

The 1999 CDBG funding application, submitted by the Billings Heights Task Force, states that the monies were to be used as “seed money to initiate sidewalk improvements on Milton Road.” The Heights Task Force identified improvements to Milton Road as a priority for funding due to Bench School being located on Milton.

The 2000 US Census identified the entire area around Milton Road is an identified CDBG eligible area so Special Assessment Grant (SAG) funds may be used by eligible property owners to offset assessments and block grants may be used for neighborhood scale improvements. Until that census was completed, only the area north of Milton Road was an identified area, and the households south of Milton Road were not eligible to receive assistance to offset property assessments. This was a major impediment to passing a street improvements SID in that area.

The Engineering Division is recommending Milton Road as this year’s School Route Sidewalks project as Bench School is located on Milton Road (CTEP presentations are tentatively scheduled to be presented at the Nov. 21 Council work session). As a school routes project, CTEP funding and SAG grants could be used to offset property owner sidewalks assessments thereby making the \$50,000 in block grant funds redundant.

ALTERNATIVES ANALYSIS

Option 1: Allow the allocated CDBG funds to be used for storm drain purposes on Milton Road. Staff recommends Council approve this option.

Option 2: Not allow the approved CDBG funds to be used for storm drain purposes. A storm drain SID would need to be created in order to build the Milton Road street improvements. SIDs for Milton Road street improvements have been attempted without success several times in past years.

STAKEHOLDERS

There are two major stakeholders: (1) Residents who live along Milton Road, and (2) The users of Bench School who include students, parents, bus drivers, teachers, staff, and the public who use the school as a polling place and as a public meeting place.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Allocation of CDBG block grant funds for storm drain improvements is allowable under federal program rules and consistent with past practice of not using block grants for sidewalk purposes.

RECOMMENDATION

Staff recommends that Council approve the use of the \$50,000 in CDBG funds for storm drain improvements on Milton Road, contingent on Policy Coordinating Committee approval of Milton Road as a CTEP project for this year.

[\(Back to Consent Agenda\)](#)

H

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: Zone Change #767, Second Reading of Ordinance

DEPARTMENT: Planning and Community Development Services

PRESENTED BY: Nicole M. Cromwell, AICP, Zoning Coordinator, Planner II

PROBLEM/ISSUE STATEMENT: This is a zone change request from R-9,600 to Residential Professional (3.82 acres), Community Commercial (16.02 acres) and Residential Multi-Family (19.57 acres) on property located northwest of the intersection of Molt Road, 62nd Street West and Rimrock Road described as Tract 6A of Certificate of Survey 2465, a 39.4 acre parcel. The property owner is Golden West Partners, LLC and Engineering, Inc. is the agent. The Zoning Commission held a public hearing October 4, 2005, and recommended approval on a 5-0 vote. The City Council held a public hearing and approved the first reading of this zone change on October 24, 2005.

ALTERNATIVES ANALYZED: State law at MCA 76-2-304 requires that all zone changes be reviewed in accordance with 12 criteria. Using the 12 criteria to determine the appropriateness of the zone change request, the City Council may:

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

FINANCIAL IMPACT: This zone change will increase the city's tax base when the property is developed for neighborhood and community commercial purposes. The multi-family zoning will allow the city to recapture some of the investment in the extension of city utilities to this area of northwest Billings.

RECOMMENDATION

The Zoning Commission recommends that the City Council approve Zone Change #767 on second reading and adopt the determinations of the discussed 12 criteria.

Approved By: **City Administrator** **City Attorney**

ATTACHMENTS:

A: Ordinance

ATTACHMENT A
ORDINANCE NO. 05-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION ON
TRACT 6A OF CERTIFICATE OF SURVEY 2465. THE SUBJECT
PROPERTY IS LOCATED WEST AND NORTH OF THE INTER-
SECTION OF MOLT ROAD, 62ND STREET WEST AND RIMROCK
ROAD.

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Section 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the twelve (12) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission have been submitted to the City Council, and the City Council, in due deliberation, has considered the twelve (12) criteria required by state law.
2. DESCRIPTION. A tract of land described as **TRACT 6A OF CERTIFICATE OF SURVEY 2465** is presently zoned Residential-9,600 and is shown on the official zoning maps within these zones.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Residential-9,600** to **Residential Multi-family (RMF)** on a 19.57 acre portion (See Exhibit A), **Residential Professional (RP)** on a 3.82 acre portion (See Exhibit B), and **Community Commercial (CC)** on a 16.02 acre portion (See Exhibit C) and from the effective date of this ordinance shall be subject to all the rules and regulations pertaining to **Residential Multi-family, Residential Professional, and Community Commercial** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage as provided by law.

PASSED by the City Council on first reading October 24, 2005.

PASSED, ADOPTED AND APPROVED on second reading November 14, 2005.

CITY OF BILLINGS:

BY:_____

Charles F Tooley, Mayor

ATTEST:

BY:

Marita Herold, CMC/AAE, City Clerk

ZC #767

[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

TITLE: Zone Change #768, Second Reading of Ordinance

DEPARTMENT: Planning and Community Development Services

PRESENTED BY: Nicole M. Cromwell, AICP, Zoning Coordinator, Planner II

PROBLEM/ISSUE STATEMENT: This is a zone change request from R-9,600 to Residential Multi-Family (6.07 acres) and Residential-7,000 (45.78 acres) on property located northwest of the intersection of Molt Road, 62nd Street West and Rimrock Road described as Tract 5A of Certificate of Survey 2465, a 63.7 acre parcel. The property owner is Golden West Partners, LLC and Engineering, Inc. is the agent. The Zoning Commission held a public hearing October 4, 2005, and recommended approval on a 5-0 vote. The City Council held a public hearing and approved the first reading of this zone change on October 24, 2005.

ALTERNATIVES ANALYZED: State law at MCA 76-2-304 requires that all zone changes be reviewed in accordance with 12 criteria. Using the 12 criteria to determine the appropriateness of the zone change request, the City Council may:

5. Approve the zone change request
6. Deny the zone change request
7. Allow withdrawal of the application
8. Delay action for up to thirty (30) days

FINANCIAL IMPACT: This zone change will increase the city's tax base when the property is developed for multi-family and duplex townhomes. The new zoning will allow the city to recapture some of the investment in the extension of city utilities to this area of northwest Billings.

RECOMMENDATION

The Zoning Commission recommends that the City Council approve Zone Change #768 on second reading and adopt the determinations of the discussed 12 criteria.

Approved By: **City Administrator** **City Attorney**

ATTACHMENTS:

A: Ordinance

ATTACHMENT A
ORDINANCE NO. 05-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION ON
TRACT 5A OF CERTIFICATE OF SURVEY 2465. THE SUBJECT
PROPERTY IS LOCATED WEST AND NORTH OF THE INTER-
SECTION OF MOLT ROAD, 62ND STREET WEST AND RIMROCK
ROAD.

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Section 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the twelve (12) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission have been submitted to the City Council, and the City Council, in due deliberation, has considered the twelve (12) criteria required by state law.

2. DESCRIPTION. A tract of land described as **TRACT 5A OF CERTIFICATE OF SURVEY 2465** is presently zoned Residential-9,600 and is shown on the official zoning maps within these zones.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Residential-9,600** to **Residential Multi-family (RMF) on a 6.07 acre portion (See Exhibit A)** and **Residential-7,000 (R70) on a 45.78 acre portion (See Exhibit B)** and from the effective date of this ordinance shall be subject to all the rules and regulations pertaining to **Residential Multi-family and Residential-7,000** as set out in the Billings, Montana City Code.

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage as provided by law.

PASSED by the City Council on first reading October 24, 2005.

PASSED, ADOPTED AND APPROVED on second reading November 14, 2005.

CITY OF BILLINGS:

BY: _____
Charles F Tooley, Mayor

ATTEST:

BY:

Marita Herold, CMC/AAE, City Clerk

ZC #768

[\(Back to Consent Agenda\)](#)

J

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, November 14, 2005

TITLE: Bitterroot Heights Subdivision, 1st Filing Final Plat

DEPARTMENT: Planning and Community Services

PRESENTED BY: Candi Beaudry, AICP, Planning Division Manager

PROBLEM/ISSUE STATEMENT: This final plat is being presented to the City Council for approval. The owner of the property is BRV Development, LLC. The preliminary plat was conditionally approved by Council on November 22, 2004. The subject property is zoned Residential 7000 Restricted and is located at the northwest corner of the intersection of Mary Street and Bitterroot Drive. The subdivision will create 50 single family residential lots. The subdivider has met the conditions for final plat approval. The City Attorney has reviewed and approved the subdivision plat and the associated documents. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder. The final plat and supplemental documents are available for review at the City Clerk's office.

FINANCIAL IMPACT: The creation of 50 residential lots will increase the City's tax revenue from these parcels.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of Bitterroot Heights Subdivision, 1st Filing.

Approved By: **City Administrator** **City Attorney**

ATTACHMENT

- A. Final plat of Bitterroot Heights Subdivision

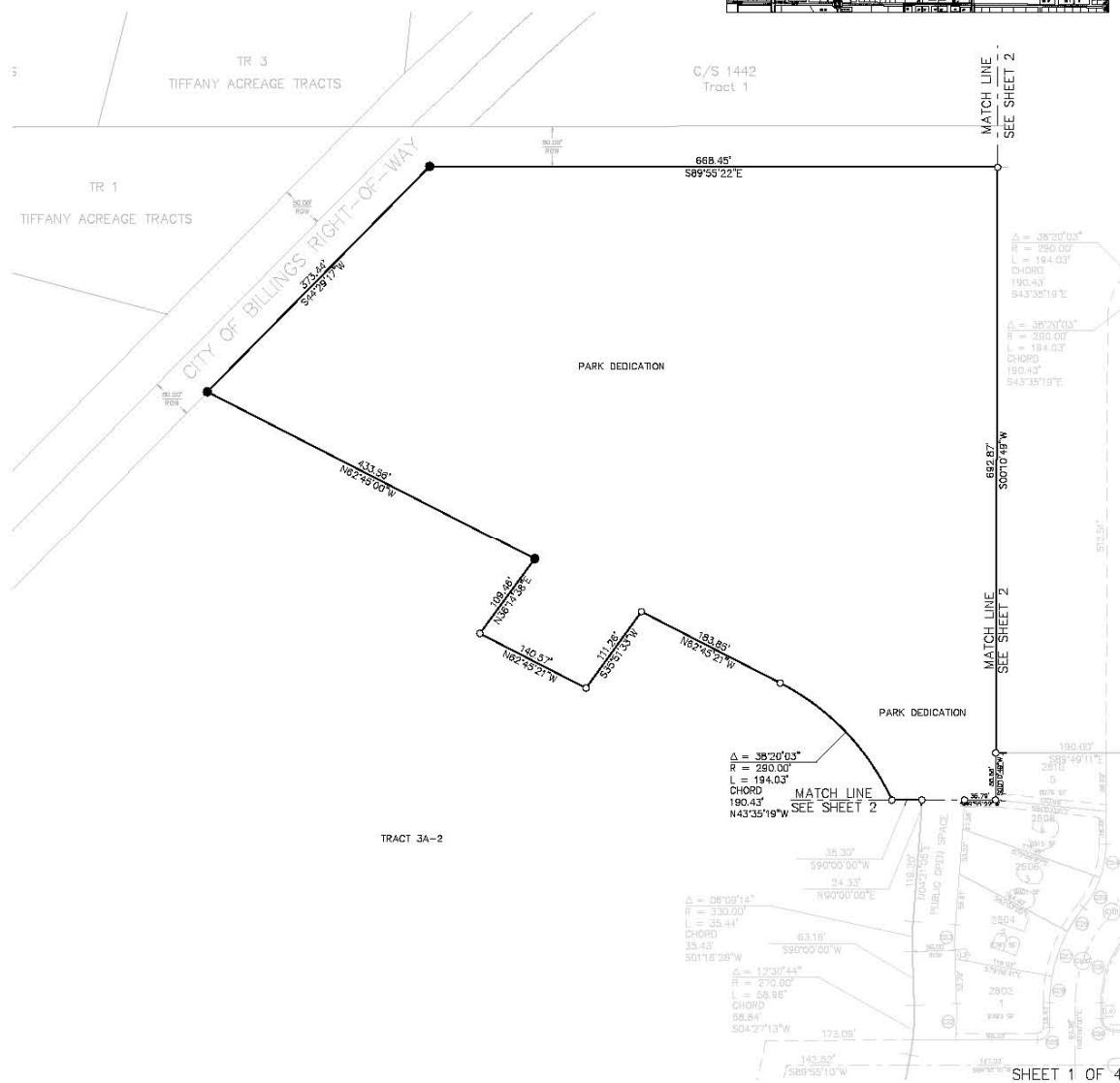
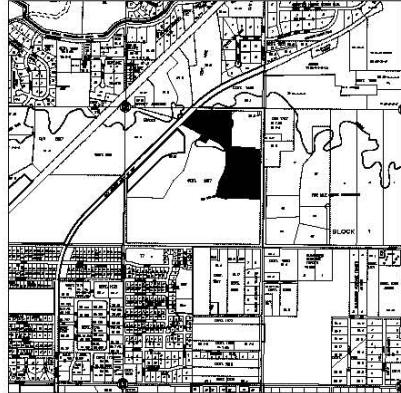
PLAT OF

SITUATED IN THE SE1/4 OF SECTION 11, T.1 N., R.26 E., P.M.& M.
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: BRV Development, LLC
PREPARED BY: Interstate engineering, Inc.
SCALE: 1" = 60'

JUNE, 2005
BILLINGS, MONTANA
30 0 60 120
feet
1° = 60'

VICINITY MAP



PLAT OF

BITTERROOT HEIGHTS SUBDIVISION, 1st FILING

**SITUATED IN THE SE1/4 OF SECTION 11, T. 1 N., R. 26 E., P.M.& M.
YELLOWSTONE COUNTY, MONTANA**

PREPARED FOR: BRV Development, LLC
PREPARED BY: Interstate engineering, Inc.
SCALE: 1" = 60'

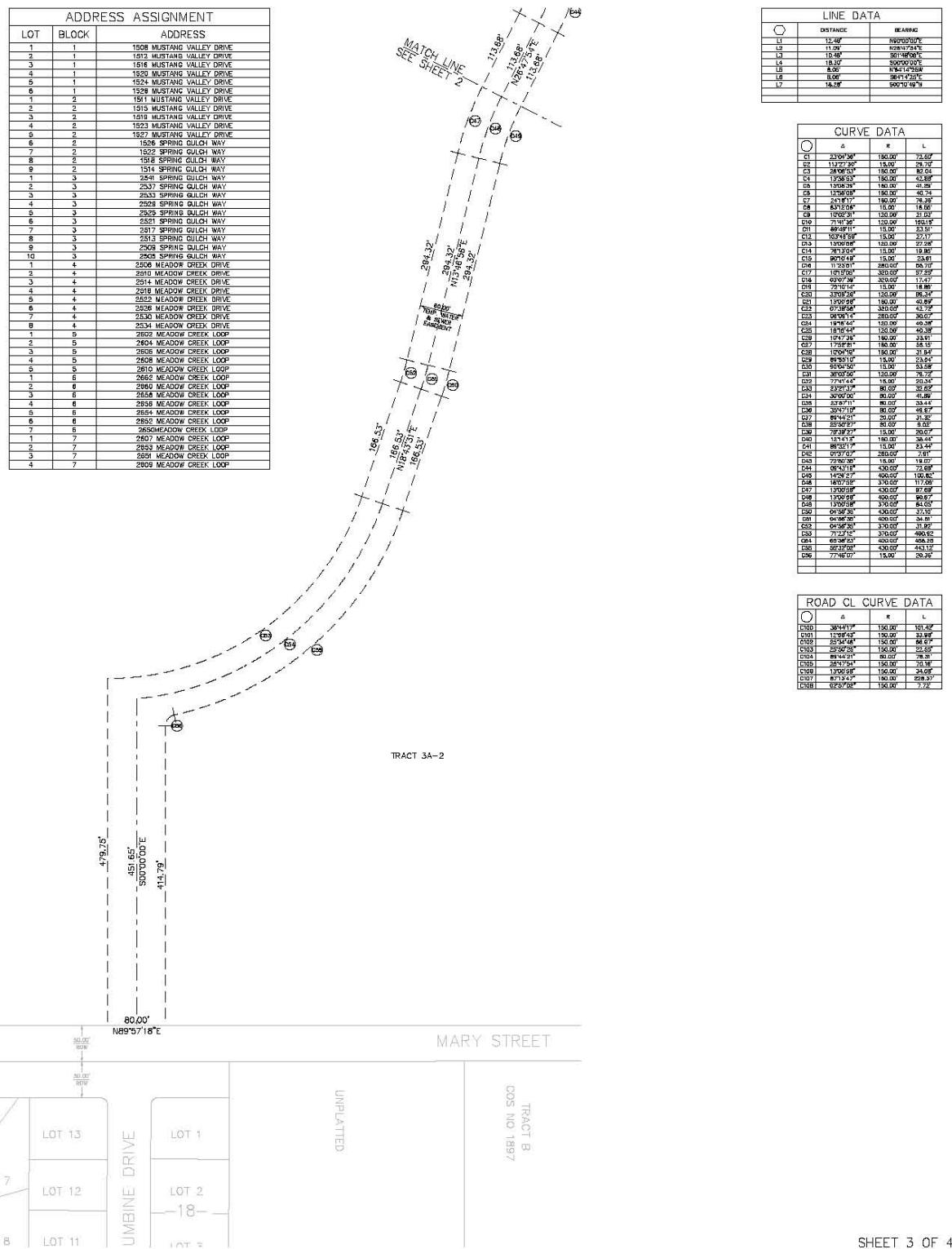
JUNE, 2005

BILLINGS, MONTANA

LINE DATA		
	DISTANCE	BARRIC
L1	12.49'	N90°0'0" E
L2	11.09'	N28°17'34" E
L3	10.48'	S014°00'0" E
L4	18.30'	S00°0'0" E
L5	8.00'	N°41°42'0" E
L6	9.61'	S014°00'0" E
L7	18.28'	S00°10'49" E

CURVE DATA			
O	R	L	U
21	21'00" 31'	180'00"	75.00'
22	17'00" 31'	180'00"	75.00'
23	13'00" 31'	180'00"	75.00'
24	10'56" 31'	180'00"	43.88'
25	8'52" 31'	180'00"	16.74'
26	7'41" 31'	180'00"	76.29'
27	6'30" 31'	180'00"	13.44'
28	5'19" 31'	180'00"	21.03'
29	4'08" 31'	180'00"	14.08'
30	2'57" 31'	180'00"	164.18'
31	1'46" 31'	180'00"	164.18'
32	0'35" 31'	180'00"	25.37'
33	13'00" 45'	180'00"	75.00'
34	10'49" 45'	180'00"	37.50'
35	8'38" 45'	180'00"	13.75'
36	7'27" 45'	180'00"	75.00'
37	5'16" 45'	180'00"	23.81'
38	3'05" 45'	180'00"	13.44'
39	0'54" 45'	180'00"	1.00'
40	33'00" 51'	180'00"	96.54'
41	30'49" 51'	180'00"	40.89'
42	28'38" 51'	180'00"	20.45'
43	26'27" 51'	180'00"	8.00'
44	24'16" 51'	180'00"	40.89'
45	22'05" 51'	180'00"	20.45'
46	19'54" 51'	180'00"	8.00'
47	17'43" 51'	180'00"	4.00'
48	15'32" 51'	180'00"	1.00'
49	13'21" 51'	180'00"	31.64'
50	11'10" 51'	180'00"	15.82'
51	8'59" 51'	180'00"	7.91'
52	6'48" 51'	180'00"	3.95'
53	4'37" 51'	180'00"	1.00'
54	33'00" 57'	180'00"	76.77'
55	30'49" 57'	180'00"	20.24'
56	28'38" 57'	180'00"	8.00'
57	26'27" 57'	180'00"	40.89'
58	24'16" 57'	180'00"	20.45'
59	22'05" 57'	180'00"	8.00'
60	19'54" 57'	180'00"	4.00'
61	17'43" 57'	180'00"	1.00'
62	15'32" 57'	180'00"	31.64'
63	13'21" 57'	180'00"	15.82'
64	11'10" 57'	180'00"	7.91'
65	8'59" 57'	180'00"	3.95'
66	6'48" 57'	180'00"	1.00'
67	0'37" 57'	180'00"	7.61'
68	22'00" 03'	3'00" 00"	1.00'
69	20'49" 03'	3'00" 00"	0.50'
70	19'38" 03'	3'00" 00"	0.25'
71	18'27" 03'	3'00" 00"	0.13'
72	17'16" 03'	3'00" 00"	0.07'
73	16'05" 03'	3'00" 00"	0.03'
74	14'54" 03'	3'00" 00"	0.01'
75	13'43" 03'	3'00" 00"	0.00'
76	12'32" 03'	3'00" 00"	0.00'
77	11'21" 03'	3'00" 00"	0.00'
78	10'10" 03'	3'00" 00"	0.00'
79	8'59" 03'	3'00" 00"	0.00'
80	6'48" 03'	3'00" 00"	0.00'
81	4'37" 03'	3'00" 00"	0.00'
82	2'26" 03'	3'00" 00"	0.00'
83	1'15" 03'	3'00" 00"	0.00'
84	0'04" 03'	3'00" 00"	0.00'
85	17'19" 09'	400'00"	400.00'
86	15'08" 09'	3'00" 00"	84.00'
87	12'57" 09'	3'00" 00"	21.00'
88	10'46" 09'	3'00" 00"	4.86'
89	8'35" 09'	3'00" 00"	1.00'
90	6'24" 09'	3'00" 00"	34.86'
91	4'13" 09'	3'00" 00"	8.00'
92	2'02" 09'	3'00" 00"	400.00'
93	7'51" 15'	400'00"	400.00'
94	5'40" 15'	3'00" 00"	84.00'
95	3'29" 15'	3'00" 00"	21.00'
96	1'18" 15'	3'00" 00"	4.86'
97	77'59" 01'	15'00" 00"	20.25'

ROAD CL CURVE DATA			
	A	R	L
C100	384417'	150.00'	101.42'
C101	1239845'	150.00'	33.98'
C102	253448'	150.00'	68.67'
C103	253526'	150.00'	22.55'
	884548'	150.00'	78.16'
C105	2605241'	150.00'	30.16'
C106	1300555'	150.00'	34.05'
C107	6715457'	150.00'	228.37'
C109	6725937'	150.00'	2.73'



PLAT OF
BITTERROOT HEIGHTS SUBDIVISION, 1st FILING

SITUATED IN THE SE1/4 OF SECTION 11, T.1 N., R.26 E., P.M.& M.
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: BRV Development, LLC
PREPARED BY: Interstate engineering, Inc.

JUNE, 2005

BILLINGS, MONTANA

NOTICE OF APPROVAL
 STATE OF MONTANA _____
 County of Yellowstone _____
 _____ ss

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

Date _____ President _____
 Executive Secretary _____

CERTIFICATE OF DEDICATION
 STATE OF MONTANA _____
 County of Yellowstone _____
 _____ ss

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the following described tract of land, does hereby certify that it is caused to be surveyed, subdivided and plotted into lots, blocks and streets as shown on the plat, and that the same is located in Section 11, T.1 N., R.26 E., P.M.M., Yellowstone County, Montana, and tract to be more particularly described as follows:

Tract 34-1 of Certificate of Survey 2371 according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3335995.

The park requirement for this subdivision has been met by a land donation pursuant to Section 70-3-92(3)(c), M.C.A.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Such areas are shown and designated as BITTERROOT HEIGHTS SUBDIVISION 1st FILING, and the lands included in all streets, avenues and parks as shown on the annexed plat are hereby granted and dedicated to the use of the public forever.

BRV Development, LLC

By _____

STATE OF MONTANA _____
 County of Yellowstone _____
 _____ ss

On this _____ day of _____, 20____, before me the undersigned Notary Public for the state of Montana, personally appeared Eugene Brodbeck, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he subscribed the name of Eugene Brodbeck thereto. Witness my hand and seal the day and year herein above written.

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

CERTIFICATE OF CITY ENGINEER'S OFFICE

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

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____, 20____.

City Engineer's Office

CERTIFICATE OF SURVEYOR

STATE OF MONTANA _____
 County of Yellowstone _____
 _____ ss

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the months of June, 2004, a survey was performed under his supervision of a tract of land to be known as BITTERROOT HEIGHTS SUBDIVISION 1st FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act. Said survey, description of boundaries and dimensions, and other data contained in the certificate of dedication and as shown on the annexed plat, that the measurements found and set out are of the character and occupy the positions shown thereon and that the gross area is 26.23 acres and the net area is 9.84 acres.

INTERSTATE ENGINEERING, INC.

By _____
 Montana Registration No. _____

Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this _____ day of _____, 20____.

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

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid as per 78-3-811(1)(b), M.C.A.

Date: _____
 Yellowstone County Treasurer
 By: _____
 Deputy _____

CERTIFICATE OF ATTORNEY

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

Date: _____
 Reviewed By: _____

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA _____
 County of Yellowstone _____
 _____ ss

We hereby certify that we have examined the annexed and foregoing PLAT OF BITTERROOT HEIGHTS SUBDIVISION 1st FILING and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any other areas shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands on the seal of the CITY OF BILLINGS, MONTANA, this _____ day of _____, 20____.

CITY OF BILLINGS, MONTANA
 By: _____
 Mayor
 Attest: _____
 City Clerk _____

[\(Back to Consent Agenda\)](#)

K

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, November 14, 2005

TITLE: Final Plat of ZooMontana Subdivision
DEPARTMENT: Planning and Community Services, Ramona Mattix, AICP, Planning Director
PRESENTED BY: Aura Lindstrand, Planner II

PROBLEM/ISSUE STATEMENT: The final plat for ZooMontana Subdivision is being presented to the City Council for approval. On March 14, 2005, the City Council conditionally approved the one (1) lot preliminary minor plat for the existing zoo property; Lot 1-A is approximately 2.9 acres in size and contains the zoo's entry drive and visitor center and Lot 1 is the remainder of the subject property and contains 59.77 acres. The proposed subdivision is to define a parcel for hook up to the City's sanitary sewer service for the existing visitor center. The City Council conditions of approval have been satisfied and the City Attorney has reviewed and approved the subdivision plat and the associated documents. Upon City Council approval, these documents are appropriate as to form for filing with the Yellowstone County Clerk and Recorder.

FINANCIAL IMPACT: Should the City Council approve the final plat, the subject property may further develop, resulting in additional tax revenues for the City.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of ZooMontana Subdivision.

Approved By: **City Administrator** **City Attorney**

ATTACHMENT

A: Plat

ATTACHMENT A

Final Plat

PLAT OF ZOOMONTANA SUBDIVISION BEING A PORTION OF CERTIFICATE OF SURVEY NO. 2659 TRACT 1 LOCATED IN THE SE1/4 OF SECTION 22, T.1S., R.25E., P.M.M. YELLOWSTONE COUNTY, MONTANA FOR: 		PRELIMINARY	
BY: HKM ENGINEERING INC., GRANITE TOWER BUILDING 222 NORTH 32ND STREET, SUITE 700 BILLINGS, MONTANA 59102 DATE: FEBRUARY 2005		CLERK AND RECORDER <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
CERTIFICATE OF SURVEY STATE OF MONTANA , <u>1</u> , County of Yellowstone , <u>1</u> , I, Tom R. Borchard, being a Registered Land Surveyor , in the State of Montana, having a knowledge and survey , experience and being familiar with the laws, rules and , regulations of the State of Montana, do hereby certify , that the boundaries, areas and descriptions of the property , hereinafter described, are in accordance with the original , description and survey of the same made by me on , February 1, 2005, for the property described in the , Subdivision Improvement Agreement, Doc #		Subdivision Improvement Agreement, Doc # <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
SANITARY RESTRICTIONS <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		LOT 1 <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
CERTIFICATE OF APPROVAL STATE OF MONTANA , <u>1</u> , County of Yellowstone , <u>1</u> , We, the undersigned, have determined the above described , lot, boundaries and area to be in accordance with the , original description and survey of the same made by , Tom R. Borchard, being a Registered Land Surveyor , in the State of Montana, having a knowledge and survey , experience and being familiar with the laws, rules and , regulations of the State of Montana, do hereby approve , the above described property for the use and purposes , intended by the property owner. Date this _____ day of _____, 2005.		CERTIFICATE OF APPROVAL STATE OF MONTANA , <u>1</u> , County of Yellowstone , <u>1</u> , We, the undersigned, have determined the above described , lot, boundaries and area to be in accordance with the , original description and survey of the same made by , Tom R. Borchard, being a Registered Land Surveyor , in the State of Montana, having a knowledge and survey , experience and being familiar with the laws, rules and , regulations of the State of Montana, do hereby approve , the above described property for the use and purposes , intended by the property owner. Date this _____ day of _____, 2005.	
NOTICE OF APPROVAL STATE OF MONTANA , <u>1</u> , County of Yellowstone , <u>1</u> , The undersigned, and has been notified for land for the , City-County Planning Board and Landmarks in the , City of Billings, Montana, for the improvement , of the land described below, lot #		NOTICE OF APPROVAL STATE OF MONTANA , <u>1</u> , County of Yellowstone , <u>1</u> , The undersigned, and has been notified for land for the , City-County Planning Board and Landmarks in the , City of Billings, Montana, for the improvement , of the land described below, lot #	
PROJECT LOCATION <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
VICINITY MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
STATE OF MONTANA , <u>1</u> , County of Yellowstone , <u>1</u> , The undersigned, and has been notified for land for the , City-County Planning Board and Landmarks in the , City of Billings, Montana, for the improvement , of the land described below, lot #		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
STATE OF MONTANA , <u>1</u> , County of Yellowstone , <u>1</u> , The undersigned, and has been notified for land for the , City-County Planning Board and Landmarks in the , City of Billings, Montana, for the improvement , of the land described below, lot #		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>		NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>	
NOTICE MAP - NO SCALE <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto;"></div>			



CITY COUNCIL AGENDA ITEM

CITY OF BILLINGS, MONTANA

Monday, November 14, 2005

SUBJECT: Payment of Claims

DEPARTMENT: Municipal Court

PRESENTED BY: Nikki R. Schaubel, Municipal Court Administrator

PROBLEM/ISSUE STATEMENT: Claims in the amount of \$17,414.99 have been audited and are presented for your approval for payment. A complete listing of the claims dated September 16, 2005 to September 30, 2005 is on file in the Municipal Court. Claims include payments to individual victims and businesses for restitution, disbursement of surcharges and revenues and return of bonds posted to ensure court appearance.

RECOMMENDATION

Staff recommends that Council approve Payment of Claims

Approved By: City Administrator City Attorney

ATTACHMENTS

A – Check register 09/16/05 to 09/30/2005

[\(Back to Consent Agenda\)](#)

L2

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, November 14, 2005

TITLE: Payment of Claims

DEPARTMENT: Administration – Finance Division

PRESENTED BY: Patrick M. Weber, Financial Services Manager

PROBLEM/ISSUE STATEMENT: Claims in the amount of \$1,306,146.15 have been audited and are presented for your approval for payment. A complete listing of the claims dated October 7, 2005, is on file in the Finance Department.

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

Approved By: City Administrator City Attorney

ATTACHMENT:

A -- List of claims greater than \$2500

[\(Back to Consent Agenda\)](#)

L3

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, November 14, 2005

TITLE: Payment of Claims

DEPARTMENT: Administration – Finance Division

PRESENTED BY: Patrick M. Weber, Financial Services Manager

PROBLEM/ISSUE STATEMENT: Claims in the amount of \$1,381,941.35 have been audited and are presented for your approval for payment. A complete listing of the claims dated October 21, 2005, is on file in the Finance Department.

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

Approved By: City Administrator City Attorney

ATTACHMENT:

A -- List of claims greater than \$2500

[\(Back to Consent Agenda\)](#)

L4

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, November 14, 2005

TITLE: Payment of Claims

DEPARTMENT: Administration – Finance Division

PRESENTED BY: Patrick M. Weber, Financial Services Manager

PROBLEM/ISSUE STATEMENT: Claims in the amount of \$1,381,941.35 have been audited and are presented for your approval for payment. A complete listing of the claims dated October 21, 2005, is on file in the Finance Department.

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

Approved By: City Administrator City Attorney

ATTACHMENT:

A -- List of claims greater than \$2500

[\(Back to Consent Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, November 14, 2005

TITLE: Local 521 International Association of Firefighters (IAFF) 2005-2008 contract

DEPARTMENT: Administration

PRESENTED BY: Bruce McCandless, Deputy City Administrator

PROBLEM/ISSUE STATEMENT: All confirmed firefighters below the rank of Asst. Chief are members of this local chapter of the IAFF. The contract between the local and the City expired on June 30, 2005. Management staff and union representatives have been negotiating a new contract since April. The Council is being asked to approve a new three (3) year contract. Council originally considered the contract at its October 24 meeting and delayed action until this meeting. The Council will receive additional contract information at its November 7 work session

ALTERNATIVES ANALYZED: The Council can approve the contract, approve it with changes or reject the contract. Amending it or rejecting it will return the contract to management and union representatives to continue negotiations, or either party may request mediation. By state law, firefighters cannot strike, so the process for resolving contract disputes is mediation, followed by fact-finding and concluding with binding arbitration.

FINANCIAL IMPACT: The estimated cost for the first year of the contract is approximately \$549,000 in wages and benefits and \$15,600 for additional advanced training certifications. The second year of the contract adds about \$50,000 for higher longevity payments for senior employees. There is no cost estimate for the third year because there is a wage re-opener that requires the parties to negotiate the 3rd year wages beginning in April 2007.

RECOMMENDATION

Staff recommends that Council approve the three (3) year contract with the IAFF local 521.

Approved By: **City Administrator** **City Attorney**

ATTACHMENTS

A: Contract

INTRODUCTION

All confirmed firefighters below the rank of Asst. Chief are members of this local chapter of the IAFF. The contract between the local and the City expired on June 30, 2005. Management staff and union representatives have been negotiating a new contract since April. The Council is being asked to approve a new three (3) year contract.

BACKGROUND

The City and Local 521 IAFF have historically negotiated two (2) or three (3) year contracts. The most recent contract expired on June 30, 2005. Management and union negotiators started negotiating a new contract in April. There are a number of substantial changes to the contract and those changes required more time than usual to research, negotiate, discuss with the union membership and determine the impact of the changes. While the contract contains many changes, the primary issue that the Council and Administration wanted to resolve in this negotiation was to devise a means to end the potential continuing liability from the "hours" lawsuit filed by individual firefighters against the City in 2000.

The City has for many years considered the firefighters to be salaried, non-exempt employees. That is, they are paid a salary for their normal shift (avg. of 43.5 hrs./wk.) but they may still earn overtime pay for work that is outside of that shift. Judge Baugh's preliminary decision is that the City/Union contract has been an hourly contract since 1995. The only evidence to that effect is an hourly rate schedule that is attached to the contract and is used for calculation of overtime and other special pay. Since firefighters work, on average, more than 40 hours per week, the Judge believes that they may not have been paid for all of their hours (43.5 vs. 40). The proposed contract resolves that issue by clearly identifying the firefighters as hourly employees and ties pay practices to that classification by paying them for every hour worked. The 3rd year wage re-opener is a response to the uncertainty caused by the lawsuit, the status of the public safety levy and upcoming contract negotiations with the City's other unions. The changes that have the greatest impact on operations or finances are as follows:

- All firefighters are hourly employees and will be paid for actual hours worked during each pay period. The suppression employees work an average of 87 hours per pay period but they can fluctuate from 48 to 120 hours. The fire prevention bureau personnel, the training officer and the mechanic work 40 hours per week.
- The hourly rate of pay will be frozen for the first two years of the contract for suppression employees, but they will be paid for 87 hours (avg.) versus the present 80 hours per pay period. Fire prevention, training and maintenance employees will receive a COLA raise based on the CPI-U because their hours of work will not change.
- Longevity pay will increase for employees with 15+ years of service in the contract's second year.
- Opportunity for special certification pay will expand for those firefighters that attain advanced training, such as Advanced EMT, International Building Code or Certified Fire Protection Specialist certifications.
- A Deputy Chief position will be created outside of the union but a union member must be promoted to the position if/when it is filled.
- Grievance response times are increased for both parties.

- The reimbursement for relevant education will increase from \$12,000/yr. to \$20,000/year.
- The promotional priority procedures and testing are updated.
- Suppression employees will earn vacation and sick leave credits based upon hours worked (2272/yr versus 2080/yr for most full-time employees).
- Wages for the third year of the contract will be negotiated starting in April, 2007.

ALTERNATIVES ANALYSIS

The Council can approve, reject or amend the contract proposal. Approving it puts the contract provisions in place effective on July 1, 2005 through June 30, 2008, with a 3rd year wage re-opener. Rejecting or amending the contract forces the union and management to reopen negotiations or either party can request mediation. By state law, firefighters can't strike, so the process for resolving contract disputes begins with state mediation, then fact-finding and finally ends with binding arbitration. In mediation the two sides identify the outstanding issues and the mediator works between the two sides, trying to devise a resolution. Fact-finding involves both sides presenting their cases and the fact-finder recommending solutions to the issues. Those recommendations are made public and public airing of the issues and solutions is intended to pressure the two sides to agree with the recommendations. Binding arbitration requires both parties to make final proposals and the arbitrator must choose one of them. Arbitration imposes a solution on the parties and the decision may not be appealed unless the arbitrator exceeds his/her authority as outlined in state law. Local 521 voted to approve the contract during their meetings on October 20th.

RECOMMENDATION

Staff recommends that Council approve the three (3) year contract with the IAFF local 521.

ATTACHMENTS

A: Contract

ATTACHMENT A

AGREEMENT

LOCAL 521 IAFF

AND

CITY OF BILLINGS

EFFECTIVE DATES

JULY 1, 2002 2005 - JUNE 30, 2005 2008

TABLE OF CONTENTS

	Page
Preamble	5
Article I	5
Article II	5
Article III	6
Article IV	9
Article V	9
Article VI	10
Recognition	5
Management Rights	5
Grievance & Arbitration Procedures	6
Non-Discrimination	9
Dues Assignment	9
Hours of Work & Compensation	10
A. Work Schedule	10
B. Compensation	12
C. Overtime Pay	13
D. Call Back Pay	13
E. Standby Time	14
F. No Pyramiding	14
G. Longevity	14
H. Higher Classification Pay	15
I. Special Assignment Pay	16
J. Special Certification Pay	16
K. Deputy Fire Marshal Incentive Pay Plan	17
L. Comp During Light Duty	18
Fringe Benefits	17
A. Leaves	18
1. Vacation Leave \ Vacation Selection	19
2. Holidays	21
3. Sick Leave	22
4. Family Leave	24
a. Paternity Leave	24
b. Emergency Leave	24
5. Funeral Leave	24
6. Jury Service & Subpoena	25
7. Military Leave	25
8. Leave Without Pay	26
9. General Provisions	26
10. Attendance Incentive	27
B. Insurance (s)	27
1. Health & Accident	27
2. As Per State Law	28

	3. Liability	28
C.	On Duty Injury Leave	28
D.	Educational Benefits	29
Article VIII	Working Conditions	30
A.	Layoffs	30
B.	Association Bulletin Boards	30
C.	Shift Trading	30
D.	Uniform Allowance	30
E.	Physical Examinations	30
F.	General Provisions	31
G.	Just Cause	32
H.	Business by Union Representatives	33
I.	Job Posting Notification	34
J.	Promotional Priority Procedure	34
1.	Promotion Requirements	34
2.	Promotion Requirements for BC, Training and Mechanic	35
3.	Special Assignments	36
4.	General Conditions	36
5.	Qualification Evaluation	37
6.	Grandfather Provision	39
Article IX	Association Management Committees	40
A.	Labor Management/Safety Committee	40
B.	Committee Guidelines	40
C.	Promotion Committee	41
Article X	City Security	41
Article XI	Terms of Agreement and Negotiations	41
In Witness Whereof		42
Exhibit "A-1" - Fire Department Pay Plan		44
Exhibit "B" - Hi-C Pay Schedule		45
Memorandum of Understanding - Manpower Pool		46
Memorandum of Understanding - Optional Work Schedule for Uniformed Day Personnel		49
Memorandum of Understanding – Vacation Selection		51

P R E A M B L E

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

ARTICLE I - RECOGNITION

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

ARTICLE II - MANAGEMENT RIGHTS

- A. The **ASSOCIATION** recognizes the prerogative of the **CITY** to operate its affairs in all respects in accordance with its responsibilities, and the powers or authority which the **CITY** has not officially abridged, delegated or modified by this Agreement are retained by the **CITY**, and in such areas as, but not limited to the following, to-wit:
 - 1. Directing employees;
 - 2. Hiring, promoting, transferring, assigning, and retaining employees;
 - 3. Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
 - 4. Maintaining the efficiency of government operations;
 - 5. Determining the methods, means, job classifications, organization, and personnel by which operations of the City of Billings Fire Department are to be conducted;
 - 6. Taking whatever actions that may be necessary to carry out the mission of the City of Billings Fire Department in situations of emergency;
 - 7. Establishing the methods and processes by which work is to be performed;
 - 8. Establishing reasonable work rules;
 - 9. Scheduling overtime work as required, in a manner most advantageous to the City Fire Department and consistent with requirements.
- B. The **ASSOCIATION** recognizes that the **EMPLOYER** has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the **EMPLOYER**. The right to contract or subcontract shall not be used for the purpose or intention of undermining the **ASSOCIATION**, nor to discriminate against any of its members.

ARTICLE III - GRIEVANCE & ARBITRATION PROCEDURES

- A. A grievance is defined as a dispute, or a difference in interpretation between an employee, or the **ASSOCIATION** and the **EMPLOYER** involving wages, hours, and all conditions of employment which are expressly provided by this contract.
- B. The **ASSOCIATION** shall certify in writing to the **EMPLOYER** the names of all employees or others authorized to represent the **ASSOCIATION** in this procedure. For the purpose of this Article, persons authorized to represent the **ASSOCIATION** shall be known as "Stewards." A Steward may process grievances during regular working hours without loss of regular pay subject to the approval of the Fire Chief. Union representatives from the Council or International level may be called in to assist at any step during the grievance.
- C. Departure from the established procedure, unless mutually waived by both parties:
 - 1. By the **ASSOCIATION** or any person represented by the **ASSOCIATION** shall automatically nullify any further recourse through this procedure for the grievance.
 - 2. By the **EMPLOYER** shall automatically place the grievance in the following step:
- D. Procedure:
 - 1. STEP 1: In the event an employee covered by this Agreement shall have a grievance, he shall notify in writing the Fire Chief and the **ASSOCIATION** within ten (10) business days of the grievance's occurrence. The **ASSOCIATION** shall investigate the grievance and, within twenty (20) business days of the receipt of the grievance, may present a grievance to the Fire Chief for resolution. The grievance shall be presented in written form containing as a minimum, the following information:
 - a. The name of the grievant(s)
 - b. The date(s) of the grievance
 - c. The nature of the grievance
 - d. The terms of the Agreement in dispute
 - e. The adjustment sought

The Fire Chief shall attempt to resolve the grievance and shall report this adjustment in writing to the **ASSOCIATION** within ~~five (5)~~ ten (10) business days of the receipt of the grievance from the **ASSOCIATION**.

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

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

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

STEP 3: Within ~~seven (7)~~ ten (10) business days of the date of the City Administrator's reply the

ASSOCIATION may request arbitration. This request must be made in writing and be presented to the City Administrator.

The arbitrator shall be selected by use of the following:

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

1. Within ~~seven~~ ten (10) business days of the receipt of the request, the parties to this Agreement shall mutually select a person who is not employed by the City of Billings to act as Chairman. If no such person can be found who is acceptable to act as chairman:
2. Within ~~seven~~ ten (10) additional business days, the party requesting arbitration shall request the American Arbitration Association to provide a list of five (5) arbitrators. The parties shall select the chairman by the method of alternatively striking names, with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the chairman.

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

- E. It is understood by both parties to this Agreement that an appointed authority may replace any titled position mentioned in the above grievance and arbitration procedures, so long as the **ASSOCIATION** is notified in writing of such change.
- F. The use of the above procedure is exclusive and shall constitute a waiver of recourse through any other procedure, except for recognized Civil procedures.
- G. For purposes of this Article only, a business day means all calendar days except Saturdays, Sundays, and holidays.
- H. The City and the **ASSOCIATION** shall follow 7-33-4124(1), MCA, unless the statute is repealed during the life of the contract.

ARTICLE IV - NON-DISCRIMINATION

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

ARTICLE V - DUES ASSIGNMENT

- A. The **EMPLOYER** agrees to accept and honor an employee's voluntary written assignment designating a specified amount of wages or salaries due and owing as **ASSOCIATION** dues or equivalent contribution.
- B. The aggregate deduction will be remitted, together with an itemized statement, to the Treasurer of the **ASSOCIATION** within five (5) working days from the date of payroll distribution.
- C. The **ASSOCIATION** agrees to hold harmless the **EMPLOYER** for any loss or damages arising from the operations of the Article due to unintentional errors.
- D. All present employees covered by this Agreement who have not made application for membership in the **ASSOCIATION**, shall, as a condition of employment, pay to the **ASSOCIATION** an amount equal to **ASSOCIATION** dues as a contribution toward the administration of the Agreement. Employees who fail to comply with this requirement within 30 days after being confirmed, shall be discharged by the **EMPLOYER** within 15 calendar days after receipt of written notice from the **ASSOCIATION**, unless the employee complies before his discharge.

ARTICLE VI - HOURS OF WORK AND COMPENSATION

- A. Work Schedule
 1. Fire Suppression Personnel
 - a. The work schedule shall be a 27-day total work cycle consisting of seven (7) consecutive work shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty, immediately followed by six (6) consecutive days off. One Battalion Chief (the fourth) shall be assigned a regular work schedule as follows:
 - (1) The work schedule shall be a 27-day total work cycle.
 - (2) The work schedule shall consist of:
 - One 24 hour shift on-duty, followed by 48 hours off-duty
 - One 24 hour shift on-duty, followed by 96 hours off-duty
 - One 24 hour shift on-duty, followed by 48 hours off-duty
 - One 24 hour shift on-duty, followed by 96 hours off-duty
 - One 24 hour shift on-duty, followed by 48 hours off-duty
 - One 24 hour shift on-duty, followed by 168 hours off-duty
 - (3) In addition to the regular scheduled shifts, the fourth Battalion Chief shall work twenty-four (24) hours during the first twenty- (20) days of the 27-day work cycle. These work assignment periods shall be no

less than eight (8) hour periods. The fourth Battalion Chief shall not be assigned work more than four (4) days in a calendar week a regularly scheduled work assignment.

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

b. The duty day schedule:

0000 to 0800 - Alarm Time
0800 to 1200 - Work Assignment Period*
1200 to 1300 - Alarm Time
1300 to 1700 - Work Assignment Period*
1700 to 1800 - Alarm Time
1800 to 2200 - Work Assignment Period*
2200 to 2400 - Alarm Time

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

c. Alarm Time - combat personnel must be at their assigned stations, on call, and available for all fire fighting and emergency purposes during all alarm time. No classes or drills, and only essential work can be included on Sundays, and holidays and such alarm time.

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

2. Uniformed Day Personnel

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

B. Compensation

1. Wages

2. July 1, 2002 – June 30, 2003: 4.3% retro active to July 1, 2002.

a. July 1, 2003 – June 30, 2004: 4.3% effective July 1, 2003.

b. July 1, 2004 – June 30, 2005: the U.S. City Average of the Consumer Price Index-Urban, seasonally adjusted (as of Dec. 31 for the upcoming FY) CPI U plus .5%, the non union increase, 2%, or the teamster/police negotiated rate, whichever is greater.

c. Classification and compensation study approved by the City Council shall remain in place for the 2002-2005 contract.

2. Pay Formula

a. Annual base salary is equal to 2080 hours x hourly base rate of pay listed on the attached Salary Schedule. Hourly base rate is base pay plus special certification pay.

b. Regular payday will be every other Friday.

1. Pay status

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

2. Wages

a. Hourly rates of pay for the contract term shall be as shown in Exhibit A of this Agreement, which reflects annual adjustments as described below. Regular payday shall be every other Friday and the amount of pay shall be based upon the number of hours worked within the pay period. Hourly wages shown in Exhibit A do not include Special Certification pay, which is described elsewhere in this Article.

b. Cost of Living Adjustment (COLA) is equal to the CPI-U, defined as the US City Average of the US Dept. of Labor, Consumer Price Index – Urban, seasonally adjusted as of December 31 of the previous calendar year.

c. Suppression personnel

i. July 1, 2005 – June 30, 2006: No change to hourly rates from 2004-2005 contract year.

ii. July 1, 2006 – June 30, 2007: No change to hourly rates from 2004-2005 contract year.

Hourly rate effective July 1, 2004 shall include a 2.3125% rate increase per arbitration (Exhibit A)

d. Uniformed day personnel (Fire prevention bureau, training officer and mechanic)

i. July 1, 2005 – June 30, 2006: All hourly wages shall be increased by an amount equal to the COLA.

ii. July 1, 2006 – June 30, 2007: All hourly wages shall be increased by an amount equal to the COLA.

e. Contract re-opener: the contract term is three (3) years; July 1, 2005 through June 30, 2008. For the third year of the contract, July 1, 2007 through June 30, 2008, Management and the Association shall open negotiations concerning hourly wages only. Negotiations shall commence on or about April 1, 2007.

C. Overtime Pay

Employees required to work in excess of their regular work schedule at the direction of proper City authority shall be compensated at a rate of 1-1/2 times the regular hourly rate for each hour of overtime worked. This

overtime shall be computed to the nearest 1/4 hour starting one minute after the one-quarter (1/4) hour begins and extending to the full 1/4 hour. The **EMPLOYER** shall determine the employees to receive the overtime work and the amount of overtime necessary to be worked.

D. Call Back Pay

The employee shall be paid a minimum of three (3) hours at one and one-half (1 ½) times the regular hourly rate of pay for each and every call-out. Call back pay will commence on page out, not an extension of the regular shift. In the event the call-out extends into the employee's regular scheduled work shift, the one and one-half (1 ½) rate of pay shall be paid for only the actual time spent before the regular shift started.

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

E. **Standby Time**

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

F. **No Pyramiding**

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

G. **Longevity Pay**

There shall be paid to each uniformed member of the Billings Fire Department a Longevity Pay of \$10.00 times number of years of service per month for FY 2002-2003 and effective July 1, 2003, 62% multiplied by the hourly rate of a newly confirmed firefighter multiplied by the number of years of service per month. The increase will become effective upon the individual's anniversary date and added on to their current longevity pay.

Effective July 1, 2006, delete paragraph G. above and replace it with the following:

G. Longevity Pay

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

- a.) employees with 1- 14 years of service shall receive longevity pay equal to 62% (.62) multiplied by the hourly rate of a newly confirmed firefighter multiplied by the number of years of completed service, per month.
- b.) employees with 15 and more years of service shall receive longevity pay equal to 77% (.77) multiplied by the hourly rate of a newly confirmed firefighter multiplied by the number of years of completed service, per month.
- c.) the total annual amount of longevity pay shall be calculated, then divided by the number of pay periods per year and paid at that amount equally for each pay period.

H. **Higher Classification Pay**

1. Any person covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he/she normally holds for a period for two (2) hours or more shall be paid at the rate in Exhibit B while acting. All assignments for scheduled absences for engineer or captain made under this Section shall be on basis of the senior qualified employee first. In the event of an unscheduled absence, the Battalion Chief shall select a qualified employee whose service would promote the most efficient operation of the department. Selection for filling unscheduled absences shall be made in a fair, equitable and impartial manner. Suppression employee's shall Hi-C only one classification over employee's current rank. Exempt from this provision shall be any employee exchanging shifts for an employee who is absent due to attendance of **ASSOCIATION** business, as authorized by the Local and approved

by the Fire Chief. Also, the water tender/brush truck will be operated by a qualified firefighter at his/her regular rate of pay.

Hi-C Battalion Chief - The B.C. assigned to each shift, with the approval of the Fire Chief, shall select the Hi-C B.C. to act during his/her absence. In implementing this concept, the Fire Chief and B.C.'s

will not act in an arbitrary or capricious manner. Any complaints will be brought to the Safety-Labor Management/Safety Committee. If a complaint is not resolved through the Safety-Labor Management/Safety Committee, it shall be resolved in accordance with Article III of the contract.

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

I. Special Assignment Pay

1. Uniformed personnel who are assigned Fire Department work outside of the Suppression Division shall be paid their base salary plus ten percent (10%), excluding the Assistant Fire Marshal and Deputy Fire Marshals.
2. Whenever the person immediately following the assigned person on the seniority list is promoted, the assigned person shall automatically receive the next pay grade plus 10 percent.
3. If the assigned person wishes to return to shift to receive a promotion and can qualify for the promotion and a vacancy occurs, he shall be placed in accordance with the promotional priority list.
4. Fire Fighters, except regular day personnel, that require remedial training and are assigned to days for a period not to exceed twenty-seven (27) days in a calendar year, shall be compensated at their current hourly rate. After the twenty-seventh (27) day, fire suppression personnel shall be compensated at Special Assignment Pay, I.1.

J. Special Certification Pay

Any member of the Billings Fire Department holding a certification in any of the following areas shall receive an additional \$50.00 per month per certification with a maximum of ~~two (2)~~ three (3) paid certifications: Coordinator/Instructor, Haz Mat Technician; Rope Rescue Technician; SCBA Repair; Uniform Fire Code; State of Montana Boiler License and Advanced EMT (EMT Basic with endorsements equal to EMT-I/85 or paramedic). If the Department becomes licensed to provide paramedic level service, Paramedics will be paid an additional 5% of a confirmed firefighter wage. In addition to the certifications listed above, Association members, while in the Fire Prevention Bureau, may hold certifications in the following two areas and shall receive \$50 per month per certification with a maximum of three (3) paid certifications: International Building Code or Certified Fire Protection Specialist.

The Fire Chief will determine the number of people holding the certifications for Haz-Mat Technician, Coordinator/ Instructor, Rope Rescue Technician, SCBA repair, Montana Boiler License and Advanced EMT. The number of employees holding certifications in Uniform Fire Code is unlimited. The \$50.00 per month will be paid for only ~~two (2)~~ three (3) certifications regardless of the number of any and all certifications held. EMT certification pay of \$30.00 will be added to the employee's base and is exempt from the ~~two (2)~~ three (3) certification limitation as it is a requirement for hire.

The Special Certification Pay (up to \$150 for three (3) certifications and 5% Paramedic pay if applicable) per month will be added to the base pay in terms of retirement calculations, however, will be separated from the base to calculate pay increases that are negotiated. Any change in the amount of Special Certification Pay will be negotiated separately.

K. Deputy Fire Marshal Incentive Pay Plan

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

All Deputy Fire Marshals (except current DFM IV) shall be Uniform Fire Code certified by one (1) year from the date of assignment.

In the event that a Deputy Fire Marshal decides to return to suppression, that Deputy Fire Marshal shall

return to his/her seniority position and shall be paid accordingly to his/her rank.

Step increases for current DFM (at the time of this agreement) will be July 1, 1999. Future DFM will receive step increases from the date of assignment.

L. Compensation During Light Duty Assignments

Suppression personnel working in a light duty assignment will be compensated at their regular rate of pay inclusive of holiday compensation. During light duty assignment, when a holiday falls on a regular staff workday, the employee shall be given that day off with pay. This provision may be terminated upon thirty (30) days notice from either party.

ARTICLE VII - FRINGE BENEFITS

A. Leaves

1. Vacation Leave

a. Each employee shall earn annual leave credits. Proportionate credits shall be earned at the end of each pay period. Employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. Credits shall be earned according to the following schedule:

1)	0 through 10 years	=	120 hours
2)	11 through 15 years	=	144 hours
3)	16 through 20 years	=	168 hours
4)	21 years and beyond	=	192 hours

A. Leaves

1. Vacation leave

a) Each employee shall earn vacation leave credits. Earned leave shall be credited for each pay period. Employees are not entitled to use any paid vacation leave until employed for at least six (6) months. Credits shall be earned according to the following schedule, but are taken/used at a rate equal to the actual number of hours that the employee is absent from work:

1) Uniformed day personnel (Bureau, training officer and master mechanic)

<u>0 through 10 years</u>	<u>120 hours/yr.</u>
<u>11 through 15 years</u>	<u>144 hours/yr.</u>
<u>16 through 20 years</u>	<u>168 hours/yr.</u>
<u>21+ years</u>	<u>192 hours/yr.</u>

2) Suppression personnel

<u>0 through 10 years</u>	<u>131 hours/yr.</u>
<u>11 through 15 years</u>	<u>157 hours/yr.</u>
<u>16 through 20 years</u>	<u>184 hours/yr.</u>
<u>21+ years</u>	<u>210 hours/yr.</u>

This suppression schedule is calculated as follows and the calculation method shall be used for the number of scheduled hours per calendar year, regardless of the number of hours actually worked:

Number of vacation leave credit days earned according to Montana Code, 2-18-612 MCA (2005); multiplied by 8 hours per day; divided by 2080; multiplied by 2272 and rounded to the nearest whole hour.

- b. Any employee who terminates employment with the City, for a reason not reflecting discredit on her/himself, shall be entitled to cash compensation of unused earned vacation leave, if the employee has worked the qualifying period. Unused earned vacation leave shall be paid at the employee's regular rate of pay at the time of termination.
- c. Vacation leave may be accumulated. The total is not to exceed two (2) times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.
- d. The date or dates when an employee may take accrued vacation shall be determined by agreement between the employee and the chief or his designee, in the best interest of the City.
- e. Vacation Selection Procedure
 - 1. Vacation schedule shall be offered in two (2) week time slots.
 - 2. Only two (2) Fire Suppression Personnel, from each shift, shall be on vacation at the same time. No more than one (1) Officer and one (1) Engineer, from each shift, shall be on vacation at the same time.

3. Employees may choose in order of seniority, on a rotating basis, as many two (2) week time slots as available.
4. If Kelly days become available as a result of an individual's vacation pick, those Kelly Days shall be made available for single day vacation picks. (Using the same criteria as in #2)
5. Open two (2) week vacation time slots shall be made available for single day vacation picks.
6. Single day vacation picks shall be in order of seniority on a rotating basis.
7. Shift or day-off (Kelly) number changes as a result of personnel re-alignment or promotion, after vacation pick(s) are finalized, shall not affect the employee's vacation pick(s).

f. Unused vacation leave time shall be paid at his or her regular rate of compensation to the employee or his or her heirs at the time of separation from service or death.

2. Holidays
 - a. Fire Department uniformed combat personnel shall be paid at the rate of 3.38 hours per pay period as holiday compensation. This pay shall be considered as base pay.

1. New Year's Day	6. Labor Day
2. Martin Luther King Day	7. Columbus Day
3. President's Day	8. Veteran's Day
4. Memorial Day	9. Thanksgiving Day
5. Independence Day	10. Christmas Day
 - b. In addition to the above holidays, Fire personnel shall be given an additional working day pay in lieu of leave for each of the following holidays in the month in which they occur.
 1. Everyday declared a legal holiday by the Mayor of Billings or the Governor of Montana.
 2. Everyday in which a general State biannual election is held throughout the State of Montana.
 - c. Fire Department Day personnel shall be granted:
 1. If any of the aforementioned holidays fall on an employee's regularly scheduled day off, the employee will be granted as a day off without loss of pay the adjoining day

preceding or following the referenced holiday.

2. The Employer reserves the right to determine the number of employees that are required to work on holidays for which the employee will be paid time and one-half, in addition to their regular day's pay.
3. ~~Employees will receive an extra day's pay for holidays that fall during a leave with pay.~~
~~Employees will not be charged vacation time for holidays that occur while on vacation.~~

3. **Sick Leave**
 - a. Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, pregnancy, or pregnancy-related illness, exposure to contagious disease that requires quarantine, or the necessary absence from duty to receive a medical or dental examination or treatment.
 - b. ~~Each employee shall earn sick leave credits from the first day of employment. Proportionate credits shall be earned and credited at the end of each pay period. Credits shall be earned at the rate of one (1) working day (8 hours) for each month of service without restriction as to the number of working days accumulated. Employees are not entitled to be paid for sick leave until they have been employed continuously for ninety (90) days.~~
~~Each employee shall earn sick leave credits from the first day of employment. Earned leave shall be credited for each pay period. There is no restriction on the number of sick leave credits that may be accumulated. Employees will not be paid for sick leave until continuously employed for ninety (90) days. Credits shall be earned according to the following schedule, but are taken/used at a rate equal to the actual number of hours that the employee is absent from work:~~
 - 1.) Uniformed day personnel (Bureau, training officer and master mechanic)
Sick leave credits are earned at the rate of ninety-six (96) hours per year
 - 2.) Suppression personnel
Sick leave credits are earned at the rate of one hundred five (105) hours per year
 - c. An employee who terminates employment with the City is entitled to a lump-sum payment equal to one-fourth of the pay attributed to his/her accumulated sick leave. The pay shall be computed on the employee's rate of compensation at the time of termination. Accrual of credits for calculating the lump-sum payment begins July 1, 1971. No employee forfeits any sick leave rights or benefits accrued prior to July 1,

1971. An employee who received a lump-sum payment, and who is again employed by the City, shall not be credited with any sick leave earned during the previous service. An employee who received a lump-sum payment as a result of a layoff, who is again employed by the City, may buy back all sick leave earned during the previous service at the rate of compensation at the time of the layoff.

- d. Sick leave credits will be used on a first earned, first charged basis.
- e. Abuse of sick leave is cause for dismissal and forfeiture of lump-sum payment.
- f. An employee, during illness, must notify the shift supervisor on duty in sufficient time (at least ~~one half (1/2) hour~~ one (1) hour before the beginning of the shift, each day that he/she is sick.
- g. A physician's certificate may be required by an employee's supervisor to substantiate a sick leave charge. Such required physician's certificate shall be furnished by the employer's physician at the employer's expense. The employer reserves the right to select the physician and schedule the appointment.
- h. Authorized medical appointments of the employee ~~may~~ shall be charged to sick leave. Each absence shall be reported separately and authorized in advance by the employee's supervisor.
- i. Maternity leave may be charged against sick leave credits. Reasonable leave is a maximum of twelve (12) weeks, as defined under the Family and Medical Leave Act.
- j. Sick leave charged in excess of earned sick leave may be charged to earned and available vacation leave at the employee's request. Reasonable Leave is a maximum of 12 weeks as defined under the Family and Medical Leave Act.

Family Leave

Definition: Accrued leave credits are defined as sick leave or vacation leave at the employees option.

- a. Paternity Leave
 - 1. Upon prior notification of the pregnancy and with as much advance notice as possible, fire suppression personnel shall be granted two (2) consecutive work shifts off charged against accrued leave credits at

the employee's option for purposes of assisting the spouse upon birth of a child.

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

b. Emergency Leave

1. In the event an employee's presence is required because of an emergency caused by a major illness or injury to an employee's immediate family member, the employee may use accrued leave credits, at employee's option, to be in attendance.
2. Emergency leave shall not exceed a total of seventy-two (72) hours per year for illness in the immediate family. The Fire Chief may authorize additional leave credits to be used.
3. The immediate family shall include spouse, parents, grandparents, brothers, sisters, children, and household dependents of the employee, and all the same relatives of the employee's spouse in like degree. The Chief or his designee may authorize use of additional leave for other circumstances as requested by the employee.

5. Funeral Leave

In the event of a death in the immediate family, a regular employee shall be entitled to a maximum of seventy-two (72) hours off to attend the funeral. Funeral leave may be charged to sick leave or vacation leave, at employee's option, with a maximum of forty-eight (48) hours charged to sick leave.

The immediate family shall include: spouse, parents, grandparents, brothers, sisters, children, grandchildren, step-relatives, household dependents, and all the same relatives of the employee's

spouse in like degree. The Chief or his designee may authorize use of additional leave credits for other circumstances as requested by the employee.

6. Jury Service and Subpoena

- a. Each employee who is under proper summons as a juror or subpoenaed as a witness shall

collect all fees and allowances payable as a result of the service and forward the fees to the Employer. Juror fees shall be applied against the amount due the employee from his/her Employer. However, if an employee elects to charge his/her juror or witness time against his/her annual leave, he/she shall not be required to remit his/her fees to the Employer. In no instance is an employee required to remit his/her Employer any expense or mileage

allowance paid by the court. Employee shall not lose accumulative benefits because of juror or witness service.

b. Each employee who is under subpoena as a witness for matters concerning the Employer, and that employee is off duty, the employee's time shall be treated the same as Call Back Pay with the time starting when the employee is told to be present at court or for preparation time for that case.

7. Military Leave

Any employee who is a member of the organized National Guard or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay, after six (6) months of employment, for attending regular encampments, training cruises, and similar training programs, not to exceed fifteen (15) working days per calendar year under military orders properly issued by military authorities. Such absence shall be charged against training cruises and similar training programs.

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

8. Leave Without Pay

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

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

9. General Provisions

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

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

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

d. ~~For calculating leave credits, two thousand eighty (2,080) hours (52 weeks × 40 hours) shall equal one (1) year.~~

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

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

10. Attendance Incentive

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

B. Insurance(s)

1. Health and Accident Insurance

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

- b. Billings Health Insurance Committee: The City of Billings has an established Benefit Health Insurance Committee to maintain a group health insurance plan for employees of the City of Billings and their dependents. The committee shall consist of 15 members appointed as follows:
 - 1) Three members of each employee union appointed by each union.
 - 2) Six members appointed by the City Administrator. One member shall be a retired city employee currently covered by the city health insurance plan.

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

- 2. As per state law, entitled, "An Act to Provide Group Health Coverage for Retired Public Employees and Their Surviving Spouse and Children."
- 3. Liability Insurance
The Employer shall provide a copy of the Employer's current liability insurance coverage to the **ASSOCIATION**.

C. On Duty Injury Leave

Health and Accident Insurance Coverage. An employee who is injured in the performance of duty and is receiving a combination of partial salary and worker's compensation payments shall be afforded the current level of health insurance coverage for city employees provided in the City of Billings Employees Insurance Plan until the disability has ceased, as determined by worker's compensation or for a period not to exceed one year, whichever occurs first. To qualify for full health insurance benefits the employee must require medical

or other remedial treatment and must be incapable of performing his/her duties as a result of the injury.

D. Education Benefits

The City will provide ~~\$12,000.00~~ \$20,000 for each year of the contract to support employees wishing to pursue higher education. Any employee matriculated into a program of higher education shall be reimbursed tuition based on available funds, for all course(s) and books approved by the Labor Relations Management/Safety Committee. The Labor Relations Management/Safety Committee will review each request upon the employee furnishing evidence of satisfactory completion ("C" or better; pass) of course(s) within thirty (30) days of completion. The Labor Relations Management/Safety Committee may award educational reimbursement based on funds available and the relevance of the degree sought compared to the department's mission. The Labor Relations Management/Safety Committee will distribute available education funds in a fair and equitable manner.

ARTICLE VIII - WORKING CONDITIONS

A. Layoffs

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

B. Association Bulletin Boards

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

C. Shift Trading

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

D. Uniform Allowance

1. The uniform allowance for Fire Suppression and Day personnel shall be Three Hundred and twenty-five dollars (\$325.00) per year.
2. Changes in uniform style or requirement shall not be made during the terms of this agreement, unless mutually agreed upon by the **ASSOCIATION** and the Chief.
3. All working uniforms shall be of wash and wear variety with the approval of the Fire Chief.
4. Clothing allowance as set by this section shall be paid to the **ASSOCIATION** by August 1st of each year.
5. All newly confirmed firefighters will be provided, on a one-time basis, one Dress Uniform, one matching pair of pants and one "Class A" hat.

E. Physical Examinations

1. Fire Department personnel ~~shall be required to have~~ may elect to undergo an annual physical by the City physician at no cost to the employee. This physical examination will be conducted by the designated Fire Department physician and scheduled by the employee. Physical examinations will be scheduled on the employee's day off.
2. The first physical after entrance exam shall include an electrocardiogram.
3. All personnel will receive a chest x-ray if determined to be needed by the physician contracted for service by the **EMPLOYER**.
4. An audiology test will be provided annually to uniform Fire Department personnel.
5. Employee must be able to physically and mentally perform the duties of the position. Any action taken by the **EMPLOYER** in connection with this provision, including termination shall be upon the recommendation of the City physician and the Fire Chief.
6. The employee shall be afforded a copy of his/her medical records upon request of the City's physician. The employee may obtain a second medical opinion at his/her own expense if the City's physician's report may affect his/her employment status. The employee reserves the right to select the physician furnishing the second opinion and shall be afforded a pre-termination hearing.
7. The Employer shall provide all **ASSOCIATION** members with vaccinations for Hepatitis B, and subsequent booster inoculations.
8. A prostate specific antigen exam will be provided annually to all uniformed Fire Department personnel over the age of 50, and at age 45 for all personnel with a family history of prostate cancer.

F. General Provisions

1. The Employer shall provide to employees on duty:
 - a. Initial badge and name plates as required by the Fire Chief.

- b. Items to maintain stations, including necessary soap and towels for dormitories as required.
 - c. Furnish meals as necessary on a call-out of four (4) hours or more.
 - d. Kitchen facilities for preparing meals.
2. From the date of this contract forward, any new or replacement firefighting equipment and protective clothing as required by the National Fire Protective Association: 1500 will be supplied to employees on duty by the Employer.
3. The Employer agrees that present parking facilities shall remain for the term of this Agreement; and that employees, with the approval of the supervisor, may work on their personal autos and other personal equipment during alarm time.
4. ~~All employees appointed after July 1, 1993 shall complete as a minimum level, the State of Montana Emergency Medical Technician Basic Certification. Employees appointed after July 1, 1993 shall have three (3) years to attain EMT B certification. The Employer shall provide courses of instruction and materials containing the necessary information during work assignment periods. The Employer shall provide the costs of the EMT B certification. Failure to attain EMT B certification may be grounds for disciplinary action.~~

G. Just Cause

1. No employee shall be disciplined, suspended, or dismissed, except for justifiable cause.
2. Disciplinary Procedures. The following disciplinary procedures shall be followed in all cases where the seriousness of the infraction may warrant discharge, demotion, or suspension. These procedures may be followed, at the discretion of the **EMPLOYER**, in other cases.
 - a. Employees may be disciplined or discharged for just cause. For other than serious infractions, discipline should be applied at progressive and escalating levels. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, the severity of the offense, and the employee's prior record of discipline.
 - b. Disciplinary actions or measures may include the following:
 - (1) Oral reprimand;
 - (2) Written reprimand;
 - (3) Suspension without pay;

- (4) Demotion;
- (5) Discharge.

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

- c. Prior to the imposition of suspension without pay, demotion, or discharge, the employee shall be informed in writing of the charges against him/her, of the possible disciplinary actions that may be taken, and of the time, date and place at which the employee will be given the opportunity to respond to the charges. The hearing will be held no sooner than ~~three (3)~~ seven (7) business days after the Notice of Intent to Take Disciplinary Action. The employee shall be required to sign the written record of discipline as an acknowledgment that he/she has read the contents of the document.
- d. The **EMPLOYER** may use administrative leave with pay pending the final decision as to imposition of discipline.
- e. The employee and the employee's representative with the employee's written authorizations shall have the right to inspect the full contents of his/her personnel file. No written reprimand, or other written record of imposition of any disciplinary action may be placed in an employee's personnel file unless both the employee and the **ASSOCIATION** have received written notice of the discipline. The employee shall be required to sign the written record of discipline as an acknowledgment that he/she has read the contents of the document.
- f. An employee may request that written records of disciplinary action be removed from their personnel file after a period of four (4) years.
- g. No employee shall be demoted except for just cause. Any employee who has been demoted will be eligible for promotion six (6) months from the date of demotion. Any demotion shall not cause any loss in departmental seniority.

H. Visits Business by Union Representatives

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

I. Job Posting Notification

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

J. Promotional Priority Procedure

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

1. Promotion Requirements

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

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

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

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

ENGINEER: Fire Fighter 2's who have satisfactory service with the Billings Fire Department and the following IFSTA Manuals, plus a qualification evaluation test consisting of a pumping and driving practical test administered and evaluated by the training officer or his/her designee and two other randomly selected members of the department.

a. Fire Streams

b. Apparatus

e. As vacaney occurs

a. Pumper Operator

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

a. Water Supply

b. Company Officer

c. Inspection

- d. As vacancy occurs
 - a. Building Construction
 - b. Company Officer

2. Promotion requirements for Battalion Chief, Training Officer, Master Mechanic and Fire Marshall.

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

a. As vacancy occurs

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

a. As vacancy occurs

MASTER MECHANIC: The position of Master Mechanic shall be selected from personnel who have completed five (5) years satisfactory service with the Billings Fire Department and who are qualified for Captain.

a. As vacancy occurs

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

a. As vacancy occurs

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

3. Special Assignment

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

4. As vacancy occurs

b. Assistant Fire Marshal Eligibility Requirements: Qualified for Captain with the Billings Fire Department, and shall have had at least six (6) months of service in the Billings Fire

Prevention Bureau and/or be Uniform Fire Code certified.

4. General Conditions

- a. All promotions shall be made permanent upon satisfactory completion of a six-(6) month probationary period. The Fire Chief has the right to extend the probationary period for up to an additional six(6)-months. During the original probationary period, and any extension of that period, the Fire Chief has the right to demote an individual to their previous position under Article VIII, G. Just Cause, Disciplinary Procedure.
- b. CAPTAINS: All candidates for Captain shall be evaluated by ~~all members below the rank of Battalion Chief who have worked with the candidate on a regular basis.~~ Battalion Chiefs. This information shall be used as part of the six- (6) month probationary evaluation.
- b. All promotions through Fire Fighter 2 shall be made as soon as the individual fulfills all qualifications. All other promotions shall be made expeditiously and as soon as possible after a vacancy occurs. Satisfactory service shall be based upon the last year's performance evaluations and the individual's personnel file.
- c. Failure to attain Fire Fighter 2 prior to sixty (60) months of employment shall be grounds for disciplinary action.
- e. In the event that more promotions are needed than can be made under the provisions of this procedure, selected requirements may be waived subject to the agreement between the representative of Local 521 and the representative of the City.
- f. Courses of instruction and materials containing the necessary information shall be provided to all personnel during work assignment periods, prior to giving tests used to determine eligibility for placement on the promotional priority schedule.

g. Engineers shall drive and operate pumpers. Only qualified personnel shall drive and operate water tenders and brush rigs. Qualified Captains shall be in charge of and operate the aerial equipment. The Captain is in charge of company operations.

5. Qualification Evaluation

Selection for inclusion on the promotional list for Engineer and Captain, and Battalion Chief shall be determined from those qualifications as follows:

- a. Candidates will be tested for placement on the promotional priority schedule ~~twice three (3) times~~ a year ~~beginning July 1, 1993~~. The promotional test will be designed by a mutually agreed upon independent agency.
- b. Attaining a passing score on given tests shall be considered as qualifying the individual for placement on the promotional priority schedule. This score shall be determined by the developing agency and subject to adjustment through joint negotiation between the City of Billings, Montana, and Local 521 of the International Association of Fire Fighters. All promotional tests shall be based on questions from the following material:
 1. IFSTA Manuals
 - a. Water Supply
 - b. Company Officer
 - c. Inspection
 1. Fire Marshals Office Handbook for Captain
 2. Rules and Regulations
 3. City and Fire Department Policies
 4. Protocols developed by the Billings Fire Department:
 - a) Incident Command
 - b) Hazardous Materials
 - c) Technical Rescue
 - d) EMS
 - e) Airport
 - f) Exposure Control
 - g) Confined Space
 - h) Rope Rescue
 - i) Fire Investigation
 - j) High Rise
 - k) Structure Fire Fighting
 - l) Wild Land

5. The manuals and new protocols may be changed by mutual consent between the Fire Chief and the **ASSOCIATION**.
- c. Personnel receiving a passing score of 70% or better on all promotional examinations for engineer and company officer will be retained on the promotional list.
- d. The promotional priority schedule shall list passing personnel in order of seniority. (The man with the most seniority first, the man with next most seniority second, etc.), except in cases of demotion. Any employee who was promoted and subsequently demoted during their probationary period must wait six (6) months from the date of demotion before they may again be promoted. All promotions for Engineer, and Captain shall be made in accordance with this list.
- e. **BATTALION CHIEFS, TRAINING OFFICER, AND MASTER MECHANIC:** All candidates shall be evaluated by a promotional board consisting of three (3) members appointed by the Fire Chief and three (3) members appointed by the **ASSOCIATION**. This board will develop a list of no more than three (3) candidates. The Fire Chief must select the Battalion Chief, Training Officer and Master Mechanic from the list of three (3) candidates presented by the Promotional Board. If the promotional board is unable to develop a list of no less than three- (3) candidates, then the position will be advertised again for a minimum of two (2) weeks. If after two (2) weeks the promotional board is still unable to develop a list of no less than three (3) candidates, the Chief shall have the right to promote a qualified member of the Billings Fire Department that meets all the requirements for that position.
- f. **FIRE MARSHAL:** All candidates for Fire Marshal shall be evaluated by a promotional board consisting of three (3) members appointed by the City (excluding the Fire Chief) and three (3) members appointed by the **ASSOCIATION**. This board will develop a list of three (3) candidates. The Fire Chief must select the Fire Marshal from the list of three (3) candidates presented by the Promotional Board.

Grandfather Provision.

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

ARTICLE IX - ASSOCIATION MANAGEMENT COMMITTEES

A. Labor Relations Management/Safety Committee

There shall be a Labor Relations Management/Safety Committee composed of four (4) members. The Association shall name two (2) members and the Employer shall name two (2) members. This Committee shall meet at least four (4) times per year no less than once each quarter to discuss matters of mutual interest, including rules and regulations, at the call of the Chairman either Labor or Management.

B. Safety Committee

~~There shall be a Safety Committee composed of two (2) members selected by the ASSOCIATION, and two (2) members selected by the EMPLOYER. This committee shall meet at least four (4) times per year and is also directed to study, formulate, substantiate, and recommend safety rules, equipment, and practices.~~

C.B. Committee(s) Guidelines

The **EMPLOYER** and **ASSOCIATION** agree that the following guidelines shall govern the Labor Management/Safety Committee's ~~in~~

~~Sub-paragraph A and B.~~

1. The **EMPLOYER'S** two (2) Committee(s) members shall be appointed by the Fire Chief.
2. The meetings will be at the call of the Chairman and the Chairmanship shall alternate between the **ASSOCIATION and EMPLOYER**.
3. For the Labor Management/Safety Committee, all findings and recommendations that are approved by a majority of the full committee shall be final and binding on both parties.
4. The Committee(s) shall report their findings and recommendations to the City Administrator within three (3) days after each meeting.

D.C. Promotion Committee

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

ARTICLE X - CITY SECURITY

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

ARTICLE XI - TERMS OF AGREEMENT AND NEGOTIATIONS

This Agreement shall become effective on the 1st day of July 2002 2005 and continue in full force and effect through the 30th day of June 2005 2008. Either party may open any portion or all of the contract for negotiation of the next contract by giving the other party notices of its desire to modify the Agreement on or prior to April 1, 2005 2008. Such notification shall include the desired modification(s) in order for the party to review such proposed changes prior to the first negotiation session.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective and duly authorized officers and representatives, have hereto set their hands and seals on this _____ day of _____, 1999 2005.

THE CITY OF BILLINGS
ASSOCIATION

LOCAL 521 INTERNATIONAL
OF FIRE FIGHTERS

CHARLES F. TOOLEY, MAYOR

PRESIDENT

ATTEST:

ATTEST:

CITY CLERK

SECRETARY

CITY ADMINISTRATIVE REVIEW:
MEMBERS:

NEGOTIATION COMMITTEE

CITY ADMINISTRATOR

MEMBER, NEGOTIATING COMMITTEE

EXHIBIT A
WAGE SCHEDULE EFFECTIVE JULY 1, 2004
 (Includes 2.3125% arbitration award - August, 2005)

Fire Range Placement Table

**July,
2004**

Adjusted by 2.3125% Arbitrator's Decision

Range Number	Recommended Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
F77	Probationary Firefighter - \$11.17 (6 mo) Firefighter - Confirmed - (Step D @ 6 months) Firefighter I @ 18 months to Step E Firefighter II @ 30 months to Step F	14.75	15.48	16.25	17.05	17.89	18.77	19.71
F82		15.50	16.27	17.08	17.90	18.79	19.73	20.70
F87	Fire Engineer	16.69	17.51	18.38	19.29	20.25	21.24	21.73
F92		17.10	17.95	18.84	19.77	20.75	21.77	22.86
G03	Fire Captain	19.06	20.00	20.99	21.13	23.12	24.27	25.49
G13	Deputy Fire Marshall IV	21.04	21.18	23.17	24.31	25.53	26.81	28.13
G17	Asst. Fire Marshall	21.82	22.02	24.09	25.30	26.56	27.87	29.26
G18	Fire Battalion Chief Fire Master Mechanic Fire Training Officer	22.10	22.24	24.33	25.55	26.83	28.18	29.56
G28	Fire Marshall	24.39	24.56	26.87	28.20	29.61	31.08	32.63

EXHIBIT "B"
HIGHER CLASSIFICATION PAY
(Hourly)

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

MEMORANDUM OF UNDERSTANDING

The City of Billings and Local 521 International Association of Fire Fighters do enter into a Memorandum of Understanding as outlined hereto:

MANPOWER POOL

A. Assignment

Three firefighters from the Billings Fire Department may be assigned to the Manpower Pool as follows:

1. Assignment shall include all firefighters hired after June 6, 1984, beginning with the senior firefighter and proceed down the department roster in order of seniority.
2. Manpower Pool assignments shall be for a period of eight (8) months.
3. Firefighters who previously served less than three (3) months in the Manpower Pool shall be eligible for assignment. All time previously served in the Manpower Pool shall be calculated and accounted for as a portion of the eight (8) month assignment.

B. Working Conditions

1. Personnel assigned to the pool will be paid their normal base salary, plus special assignment pay of 10 percent (10%). Personnel shall not be required to work Sundays or holiday shifts and shall have at least two consecutive days off each week.
2. To meet special requirements, the eight (8) hour duty period may be scheduled at other than the normal 8 a.m. to 5 p.m. period but such flexibility shall not allow scheduling of an eight (8) hour work period ending later than 2300 hours.
3. Manpower Pool personnel may be assigned to suppression status to cover shortages of manpower caused by sickness, vacations, training and similar occurrences. Such assignments shall be made in advance when possible.
4. Manpower Pool personnel shall work an average forty- (40) hour work week. When assigned to work

in excess of eight (8) hours in a day, the extra time shall be adjusted by receiving time off from the next regularly scheduled eight (8) hour duty period or periods or compensated at the rate of 1-1/2 times the employee's regular rate of pay.

5. Grade personnel may apply to work in the Manpower Pool, but such assignments shall not cause the pool to exceed three (3) men.
6. The number of available vacation slots will not be altered or changed from previous years while this memorandum remains in effect.

This Memorandum of Understanding expires upon thirty (30) days notice from either party unless both parties mutually agree to dissolve or extend this Memorandum by action of the Labor Relations Committee.

OF FIRE FIGHTERS - LOCAL 521

DATE

DATE

MEMORANDUM OF UNDERSTANDING

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

COMPENSATION DURING LIGHT DUTY ASSIGNMENTS

Suppression personnel working in a light duty assignment will be compensated at their regular rate of pay inclusive of holiday compensation. During light duty assignment, when a holiday falls on a regular staff workday, the employee shall be given that day off with pay.

This **MEMORANDUM OF UNDERSTANDING** expires upon 30 days notice from either party unless both parties mutually agree to dissolve or extend this **MEMORANDUM** by action of the **Labor Relations Committee**.

CITY OF BILLINGS

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS - LOCAL 521**

DATE

DATE

MEMORANDUM OF UNDERSTANDING

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

OPTIONAL WORK SCHEDULE FOR UNIFORMED DAY PERSONNEL

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

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

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

CITY OF BILLINGS

DATE

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS - LOCAL 521

DATE

Memorandum Of Understanding

~~It is agreed by both of the undersigned, that for the purpose of obtaining an agreement between the City of Billings and the IAFF Local 521, the following paragraph be removed from Article XI – Terms of Agreement and Negotiations, for this contract, and be re-entered for the next contract in Article XI – Terms of Agreement and Negotiations:~~

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

Agreed To This Date: _____

City of Billings

Jamie Mertz
President

MEMORANDUM OF UNDERSTANDING

The City of Billings and Local 521 International Association of Fire Fighters do enter into a Memorandum of Understanding as outlined hereto:

During the months of July and August, the vacation scheduled shall be opened for three (3) slots per shift. No more than two (2) Captains or two (2) Engineers shall be off at the same time.

This Memorandum of Understanding expires upon thirty (30) days notice from either party.

CITY OF BILLINGS

DATE

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS - LOCAL 521

DATE

[\(Back to Regular Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, November 14, 2005

TITLE: Authorizing Wayfinding Experiment in Downtown Billings

DEPARTMENT: City Administrator's Office

PRESENTED BY: Tina Volek, Interim City Administrator

PROBLEM/ISSUE STATEMENT: The Downtown Billings Partnership is seeking Council approval of a request to the Montana Department of Transportation (MDT) to experiment with wayfinding directional signage downtown for a period of four years. Proposed signage for the program was reviewed with the City Council at an October 17, 2005, work session.

ALTERNATIVES ANALYZED:

- Authorize the request to MDT to experiment with wayfinding directional signs in downtown Billings.
- Do not authorize the request, concluding the project with no signs being installed.

FINANCIAL IMPACT: Funding for the \$162,000 cost to fabricate and install the signs is budgeted over the 2005-06 and 2006-07 budget years by the Downtown Billings Partnership, and will be brought to the Council for approval before the project proceeds.

RECOMMENDATION

Staff recommends authorizing the request to MDT for the wayfinding sign experiment for four years, beginning in November 2005.

Approved By: **City Administrator** **City Attorney**

Attachments:

A. Letter to MDT

November 15, 2005

Bruce Barrett, District Administrator
Montana Department of Transportation
424 Morey Street
Billings MT 59101

Dear Mr. Barrett:

The City of Billings is requesting review and approval to experiment with wayfinding directional signage for the City of Billings, Montana. This local government contains state routes under jurisdiction of MDT.

Per the requirements of Section 1A.10 of the Manual on Uniform Traffic Control Devices, 2003 edition, our request for permission to experiment is as follows for the local government jurisdiction mentioned above.

The City of Billings and the seven districts in the downtown corridor have consistently received complaints from visitors, local tourist attractions and the businesses within the district regarding the wayfinding directionals. Existing signing is almost non-existent and fails to provide motorists with the type of comprehensive integrated guidance systems the City of Billings feels are needed to enhance and increase tourism in the downtown area.

The major component of these proposed systems consist of Vehicular Directional Signs and Pedestrian Directional Signs. Only the Vehicular Directional Signs are addressed as part of this request.

In order to form a complete system of signs, Billings designed a unique sign which varies from the standards imposed by the MUTCD. Background colors have been chosen which differ from those associated with the MUTCD so that these signs would not compete for the attention of motorist with more important regulatory and warning signs. The design of these systems will help uniquely identify destinations and attractions by use of colors and lettering styles other than standard highway signs so that visitors and tourists may quickly and safely find their destinations. An Illustration of each design is attached.

The iconic designs represent the natural environment surrounding Downtown Billings with the Bluffs and the Yellowstone River. By branding Downtown Billings we will

create a recognizable Sense of Place as visitors are guided throughout the downtown corridor.

We understand that wayfinding signing systems are in use in many urbanized areas today in cities such as Arlington, VA, Philadelphia, PA, Salt Lake City, UT, Indianapolis, IN, Los Angeles, CA, etc. These wayfinding signing systems are viewed as a positive enhancement to visitors and tourists in easily finding their way to destinations and attractions and as an "adequate" alternative to standard guide, service, recreational, and cultural signing.

As the sponsoring agency for experimentation, we hereby certify that these signs are not protected by patent or copyright. The time period and location(s) of the experiment are as follows:

- Experimentation to commence: November 2005 for a period of 4 years.
- Locations for the experiment are as follows:
 - Local conventional highways in the downtown area of Billings

Our Research and Evaluation Plan is to conduct a survey of out of town drivers/visitors understanding of current guide and destination signs by sampling these drivers at two locations in the jurisdiction before the experimentation and then to conduct two follow up surveys of driver understanding of the wayfinding signing at the same two locations 3-4 months after the signs are in place. We plan to conduct a third follow up survey two years after the signs are installed to ascertain their long term performance.

The City of Billings agrees in writing to restore the site of the experiment to a condition that complies with the provisions of the Manual within 3 months following the end of the time period of the experiment. We, the sponsoring agency for the experimentation will terminate the experimentation at any time that it is determined that significant safety concerns are directly or indirectly attributable to the experimentation. We concur that the FHWA's Office of Transportation Operations has the right to terminate approval of the experimentation at any time if there is an indication of safety concerns. If, as a result of the experimentation, a request is made that this Manual be changed to include the device or application being experimented with, the device or application will be permitted to remain in place until an official rulemaking action has occurred.

The City of Billings agrees in writing to provide semiannual progress reports for the duration of the experimentation, and further agrees to provide a copy of the final results of the experimentation to the FHWA's Office of transportation Operations within 3 months following completion of the experimentation. The FHWA's Office of Transportation Operations has the right to terminate approval of the experimentation if reports are not provided in accordance with this schedule.

Sincerely,

Charles F. Tooley
Mayor

cc: Greg A. Krueger, Downtown Billings Partnership

[\(Back to Regular Agenda\)](#)

AGENDA ITEM:



CITY COUNCIL AGENDA ITEM
CITY OF BILLINGS, MONTANA
Monday, September 12, 2005

TITLE: Election of a Deputy Mayor

DEPARTMENT: City Administrator's Office

PRESENTED BY: Tina Volek, Interim City Administrator

PROBLEM/ISSUE STATEMENT: City Charter Section 3.05. Deputy Mayor says that the City Council shall elect a Deputy Mayor at the first meeting following a general election. The Deputy Mayor shall serve during the absence or disability of the Mayor. With the City election set for Nov. 8, the election must be considered at the Nov. 14 City Council session.

The Charter section supercedes BMCC Section 2-204. Election and duties of deputy mayor and deputy mayor pro tempore, which says that the City Council, at its first regular meeting of the new year following each city general election, shall elect from the councilmembers a deputy mayor and a deputy mayor pro tempore, both of which shall serve two-year terms. This conflict will be resolved in a future staff recommendation to amend BMCC Section 2-204 through an ordinance change.

ALTERNATIVES ANALYZED:

- Elect a Deputy Mayor at the Nov. 14, 2005, meeting in compliance with the Charter. Since the Mayor will be changing for the first time in more than a decade, this will give the Council the added benefit of an acting Mayor to preside from Jan. 1, 2006, until a new Mayor and Council members are sworn in at a special meeting scheduled for Jan. 2, 2006.
- Do not hold the election and violate the Charter.

FINANCIAL IMPACT: None anticipated.

RECOMMENDATION

Hold the election of a Deputy Mayor at the Nov. 14, 2005, City Council meeting.

Approved By: **City Administrator** **City Attorney**

[\(Back to Regular Agenda\)](#)