



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers*

*November 22, 2016  
7:00 p.m.*

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
  - A. Regular City Council Meeting 11/09/2016
  - B. Human Resource Meeting 11/15/2016
2. **SCHEDULE MEETINGS**
3. **REQUEST OF CITIZENS & PUBLIC COMMENT**
  - Robert Shipley- Various issues
  - Comments on environmental impacts for the Coal Board Grant to help with the purchase of an ambulance
4. **APPOINTMENTS**
5. **PROCLAMATIONS**

November 26, 2016- Small Business Saturday
6. **STAFF REPORTS**
7. **CITY COUNCIL COMMENTS**
8. **MAYOR COMMENTS**
9. **COMMITTEE RECOMMENDATIONS**

Sending an amount of \$11,172.61 to collection for the Ambulance fund.
10. **BID OPENINGS**
11. **BID AWARDS**
12. **PUBLIC HEARINGS**
  - A. **RESOLUTION NO. 3998- A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2016-2017 to Increase Budgeted Amounts in the Building Inspection Fund 2394, Planning Fund 1000, Streets 204 Fund 2510, Streets 205 Fund 2520, Streets 207 Fund 2540, Water Fund 5210 and Sewer Fund 5310**

13. **UNFINISHED BUSINESS**

- A. **RESOLUTION NO. 3998- *(Second Reading)* A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2016-2017 to Increase Budgeted Amounts in the Building Inspection Fund 2394, Planning Fund 1000, Streets 204 Fund 2510, Streets 205 Fund 2520, Streets 207 Fund 2540, Water Fund 5210 and Sewer Fund 5310**

14. **NEW BUSINESS**

- A. **RESOLUTION NO. 4003- Approving a Letter of Agreement for Architectural Services between the City of Miles City and Stevenson Design, Inc., for Architectural Services Related to Denton Field Press box Project.**
- B. **RESOLUTION NO. 4005- *(First Reading)* A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2016-2017 to Increase the Budgeted Amount in Fund #2310-383000 to pay Unbudgeted Expenses Related to the Downtown Urban Renewal District's Promotional Video Filming**
- C. **RESOLUTION NO. 4006- A Resolution Approving a Services Agreement Between the City of Miles City and Fire Recovery USA,LLC**
- D. **RESOLUTION NO. 4007- *(First Reading)* A Resolution Establishing and Implementing a Program to Charge Mitigation Rates for the Deployment of Emergency and Non-Emergency Services by the Fire Department for Services Provided/Rendered for the City of Miles City**

E. **ADJOURNMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens, provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings

# **REGULAR COUNCIL MEETING November 09, 2016**

**7:00 p.m.**

## **CALL TO ORDER**

The Regular Council meeting was held Wednesday, November 09, 2016, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. City Mayor Hollowell called the meeting to order. Council Members present were John Uden, Dwayne Andrews, Brant Kassner, Jeff Erlenbusch, Ken Gardner, Rick Huber and Kathy Wilcox. Susanne Galbraith was excused.

Also present were Attorney Dan Rice, Police Chief Doug Colombik, Public Utilities Director Allen Kelm, Fire Chief Gary Warren, Public Works Director Scott Gray, Planner II Dawn Colton, and Deputy City Clerk/Minute Recorder Linda Wilkins.

## **PLEDGE OF ALLEGIANCE**

Mayor Hollowell led the Council in the Pledge of Allegiance.

## **APPROVAL OF COUNCIL & COMMITTEE MINUTES**

### **Regular Council Minutes: 10/25/2016**

**\*\*** *Councilperson Erlenbusch moved to approve the minutes of the Regular Council Meeting of October 25, 2016, and seconded by Councilperson Wilcox. The motion **passed** by unanimous consent, 7-0.*

### **Finance Committee Minutes: 10/20/2016**

**\*\*** *Councilperson Uden moved to approve the minutes of the Finance Committee Meeting of October 20, 2016, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 7-0.*

### **Human Resource Committee Minutes: 10/19/2016**

**\*\*** *Councilperson Wilcox moved to approve the minutes of the Human Resource Committee Meeting of October 19, 2016, and seconded by Councilperson Erlenbusch. The motion **passed** by unanimous consent, 7-0.*

### **Human Resource Committee Minutes: 07/01/2015**

**\*\*** *Councilperson Erlenbusch moved to approve the minutes of the Human Resource Committee Meeting of July 01, 2015, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 7-0.*

### **Finance Committee Minutes: 04/21/2016**

\*\* *Councilperson Uden moved to approve the minutes of the Finance Committee Meeting of April 21, 2016, and seconded by Councilperson Wilcox. The motion passed by unanimous consent, 7-0.*

### **SCHEDULE MEETINGS**

<b>HR Committee Meeting</b>	<b>November 15, 2016 at 4:00pm</b>
<b>Wage Survey Committee Meeting</b>	<b>November 15, 2016 at 5:00pm</b>
<b>Public Safety Committee Meeting</b>	<b>November 16, 2016 at 5:00pm</b>

### **REQUEST OF CITIZENS & PUBLIC COMMENT**

Chuck Strom, Interstate Engineering presented the results of the Long Range Transportation Study to the Council.

### **APPOINTMENTS**

Jeff Erlenbusch volunteered to sit on the Historic Preservation Commission.

\*\* *Councilperson Uden moved to accept the offer of Councilperson Erlenbusch to sit on the Historic Preservation Commission, and seconded by Councilperson Huber. On roll call vote, the motion passed 7-0.*

### **PROCLAMATIONS**

None

### **STAFF REPORTS**

Director Kelm reported to the Council that there would be water outages in the area of Lincoln School to replace 60-70 year old valves. The area affected would be between South Strevell to South Center and Pearl to Bridge. Water will be off from 8:00 a.m. to 2:00 p.m. Lincoln School has been notified and is prepared for the outage.

### **CITY COUNCIL COMMENTS**

Councilperson Andrews commented on the fish ladders being put in between the Tongue River and Spotted Eagle. Mayor Hollowell stated it was a good collaborative effort between the City, Walleyes Unlimited and State.

Councilperson Andrew will be absent at the next Council Meeting.

Councilperson Uden wished to convey compliments to the Public Utilities Department for the replacement of fire hydrants in the Neuhardt subdivision.

### **MAYOR COMMENTS**

None

### **STANDING COMMITTEE RECOMMENDATIONS**

None

## BID OPENINGS

None

## BID AWARDS

None

## PUBLIC HEARINGS

- A. **ORDINANCE NO. 1306- An Ordinance Repealing and Replacing “Chapter 24- Zoning” of the Code of Ordinances of Miles City, Montana, For the Purpose of Implementing Revised Zoning Code**  
Mayor Hollowell called for comments from opponents three times, then proponents three times and, hearing none, the hearing was closed.
- B. **ORDINANCE NO. 1307- An Ordinance Enacting Chapter 25 of the Code of Ordinances of the City of Miles City, Montana, Renumbering Existing Provisions Regarding Airport**  
Mayor Hollowell called for comments from opponents three times, then proponents three times and, hearing none, the hearing was closed.
- C. **RESOLUTION NO. 3993- A Resolution of Intent to Adopt a Long Range Transportation Plan for the City of Miles City, and Setting a Public Hearing Thereon**  
Mayor Hollowell called for comments from opponents three times, then proponents three times and, hearing none, the hearing was closed.
- D. **RESOLUTION NO. 4001- A Resolution Amending Resolution 3964 and Levying and Assessing a Tax Upon all of the Property Within Maintenance District No. 205 to Defray the Cost of Maintaining the Improvements in the Said Maintenance District No. 205 for the Fiscal Year 2016-2017**  
Mayor Hollowell called for comments from opponents three times, then proponents three times and, hearing none, the hearing was closed.
- E. **RESOLUTION NO. 4002- A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2016-2017 to Decrease the Budgeted Amount in Fund # 2520-108-430233-350**  
Mayor Hollowell called for comments from opponents three times, then proponents three times and, hearing none, the hearing was closed.

## UNFINISHED BUSINESS

- A. **APPROVE PLAN AND BUDGET FOR RENOVATION OF COUNCIL CHAMBERS**

*\*\*Councilperson Uden moved that Council approve the construction plan for the new Courtroom in the old Council Chambers and approve*

*the Judge's budget as projected, seconded by Councilperson Gardner.*

Councilperson Andrews asked if this meant the removal of the large desk, Mayor Hollowell answered yes. And what are we doing with the desk, Mayor Hollowell thought we would be throwing away the desk. Councilperson Andrews' suggested that the desk could be put up for auction. Also what was the bench being referred to in the plan, Attorney Rice comment that this is the Judge's bench.

Councilperson Gardner asked if the rail was being left up, Attorney Rice responded that the rail was being left in place.

Director Kelm commented that whoever the Judge gets for a contractor make sure they are bonded and licensed for workers' compensation insurance. Officer Mark Reddick gave the bid to do the work, Director Kelm suggested that Personnel Policy be looked at and the Mayor asked Deputy City Clerk Wilkins to contact MMIA for clarification of workers' compensation requirements.

*On roll call vote, the motion passed 7-0.*

**B. ORDINANCE NO. 1306- (Second Reading) An Ordinance Repealing and Replacing "Chapter 24- Zoning" of the Code of Ordinances of Miles City, Montana, For the Purpose of Implementing A Revised Zoning Code**

*\*\*Councilperson Wilcox recommends Council approve the Ordinance, by title only, and seconded by Councilperson Kassner.*

There was discussion regarding the placement within the City limits of sexually oriented businesses and medical marijuana dispensaries. It was emphasized it is necessary to pass this portion of the zoning ordinance to limit the location to the area outlined in this zoning ordinance.

Dave DeGrandpre, AICP, Land Solutions, LLC addressed concerns of the Council regarding the location of sexually oriented businesses and medical marijuana dispensaries. A memo was provided regarding regulating medical marijuana providers. He noted that there were errors in the city boundary on the zoning map.

Attorney Rice stressed the importance of passing the zoning ordinance to protect the city from these types of businesses popping up anywhere in the city.

*\*\*Councilperson Erlenbusch moved to amend the motion to allow one final review by staff to make sure there are no omissions in the map, and seconded by Councilperson*

Gardner. On roll call vote, the motion **passed** 7-0.

*\*\*Councilperson Wilcox moved to amend the motion to include, as provided, medical marijuana providers and amend the amendment not within 1000 feet to include religious institutions, public parks, public playgrounds within the updated state definition of provider, and seconded by Councilperson Andrews. On roll call vote, the motion **passed** 7-0.*

Councilperson Gardner asked if sexually oriented businesses were allowed to have signage, the answer was yes.

*\*\*Councilperson Wilcox moved to amend the motion that for present we remove the designation of the sexually oriented overlay from the map and delay discussion to as to where that might happen at a later date. Motion failed without a second.*

On roll call vote the original motion, as amended, **passed**, 5-2.

**C. ORDINANCE NO. 1307- (Second Reading) An Ordinance Enacting Chapter 25 of the Code of Ordinances of the City of Miles City, Montana, Renumbering Existing Provisions Regarding Airport**

*\*\*Councilperson Uden moved to approve the Ordinance, by title only, seconded by Councilperson Huber. On roll call vote, the motion **passed** 7-0*

**D. RESOLUTION NO. 4001-(Second Reading) A Resolution Amending Resolution 3964 and Levying and Assessing a Tax Upon all of the Property Within Maintenance District No. 205 to Defray the Cost of Maintaining the Improvements in the Said Maintenance District No. 205 for the Fiscal Year 2016-2017**

*\*\*Councilperson Erlenbusch moved to approve the Resolution, by title only, seconded by Councilperson Gardner. On roll call vote, the motion **passed** 7-0*

**E. RESOLUTION NO. 4002-(Second Reading) A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2016-2017 to Decrease the Budgeted Amount in Fund # 2520-108-430233-350**

*\*\*Councilperson Erlenbusch moved to approve the Resolution, by title only, seconded by Councilperson Kassner. On roll call vote, the motion **passed** 7-0*

**NEW BUSINESS**

**A. RESOLUTION NO. 3998- (First Reading) A Resolution Pursuant to §7-**

**6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2016-2017 to Increase Budgeted Amounts in the Building Inspection Fund 2394, Planning Fund 1000, Streets 204 Fund 2510, Streets 205 Fund 2520, Streets 207 Fund 2540, Water Fund 5210 and Sewer Fund 5310**

*\*\*Councilperson Gardner moved to approve the Resolution, by title only, seconded by Councilperson Wilcox. On roll call vote, the motion passed 7-0*

**B. APPROVAL OF OCTOBER CLAIMS**

*\*\*Councilperson Uden moved to approve the October claims, seconded by Councilperson Erlenbusch, and passed unanimously.*

**ADJOURNMENT**

*\*\* Councilperson Andrews moved to adjourn the meeting, seconded by Councilperson Erlenbusch, and passed unanimously.*

The meeting was adjourned at 8:55 p.m.

---

**John Hollowell, Mayor**

---

**Linda Wilkins, Deputy City Clerk**



**Human Resources Committee**  
**November 15, 2016**

The **Human Resources Committee** met Tuesday, November 15, 2016, at 4:00 p.m. in the Conference Room at City Hall. Present were Committee Members Susanne Galbraith, Kathy Wilcox, Rick Huber and Jeff Erlenbusch. Also present were City Clerk Lorrie Pearce, Police Chief Doug Colombik, and Deputy City Clerk/HR Officer /Committee Recorder Linda Wilkins.

Committee Chairperson Kathy Wilcox called the meeting to order.

1. Request of Citizens  
None

2. Committee Member Comments  
None

3. Unfinished Business

A. City position description reviews – completed by December 2016.  
Reviewed Engineering and Operations position descriptions and noted changes to each position description.

*\*\*Committee Member Galbraith moved to accept the position descriptions with changes as noted, and seconded by Committee Member Erlenbusch. On roll call vote, motion **passed** 4-0.*

B. Draft position descriptions template for City non-union positions – pended to Jan 2017

C. Development of wage scales for City non-union positions – pended to Jan 2017

4. New Business

A. CDL Requirements in City policy(ies)

*\*\*Committee Member Erlenbusch moved to table item until the next meeting, and seconded by Committee Member Galbraith. On roll call vote, motion **passed** 4-0.*

B. Police Admin Position Description (Dispatcher) – revisions request by Sheriff  
Sheriff unable to attend meeting.

*\*\*Chairperson Wilcox moved to table item until the next meeting, and seconded by Committee Member Erlenbusch. On roll call vote, motion **passed** 4-0.*

C. Wage review- Acting Dispatch Supervisor's stipend for additional duties  
See Resolution 3907; April 4, 2016

*\*\*Council Member Erlenbusch moved to send Item C, by title only, to the Finance Committee for further review, seconded by Committee Member Huber. On roll call vote, motion **passed** 4-0.*

5. Schedule Committee's Next Meeting: consider Tue, Dec 6, 2016 4:30 p.m.

6. Adjournment

*\*\*Committee Member Huber moved to adjourn, seconded by Committee Member Galbraith. The motion passed unanimously.*

The meeting was adjourned at 4:55 p.m.

Respectfully submitted,

---

Chairperson Kathy Wilcox

---

Recorder Linda Wilkins

**Whereas**, the government of Miles City, Montana, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years, and

**Whereas**, small businesses employ over 49 percent of all businesses with employees in the United States; and

**Whereas**, 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

**Whereas**, 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

**Whereas**, 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

**Whereas**, Miles City, Montana supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

**Whereas**, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**Now, Therefore**, I, John Hollowell, Mayor of Miles City, Montana, do hereby proclaim, November 26, 2016, as:

***SMALL BUSINESS SATURDAY***

**And** urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

August

Patient Collections Report

All Companies

MCFR COLLECTION ACCOUNTS H

Call Date Range - Oldest Call Date To Most Recent Call Date

Total Page : 53 of 53

Page : 53 of 53

Date : 09/01/2016

Time : 09:19:18

History ID : 22893144

Grand Totals:

Total Patient Accounts on Report: 23  
Total Calls on This Report: 28  
Total Account Balances For This Report: \$11678.60

Deceased ( 224.34 )

Deceased ( 281.65 )

\$11,172.61

To DCI for collection

# Public Hearing

&

*unFinished Business*

---

**RESOLUTION NO. 3998**

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2016-2017 TO INCREASE BUDGETED AMOUNTS IN THE BUILDING FUND 2394, PLANNING FUND 1000, STREETS 204 FUND 2510, STREETS 205 FUND 2520, STREETS 207 FUND 2420, WATER FUND 5210 AND SEWER FUND 5310.

*WHEREAS*, the City of Miles City wishes to amend the budget for Fiscal Year 2016-2017 to account for budgeting in the Building, Planning, Streets 204, Streets 205, Streets 207, Water and Sewer funds, for certain projects being undertaken by the City;

*AND WHEREAS*, such amendment of the final budget will result in an overall increase in appropriation authority within funds 2394, 1000, 2510, 2520, 2540, 5210 and 5310,

*AND WHEREAS* the provisions of §7-6-4006 MCA require public hearing upon any budget amendment resulting in an overall increase in appropriation authority, NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Miles City, Montana as follows:

The appropriations for the Final Budget for Fiscal Year 2016-2017 shall be increased in the following amounts:

Building Fund

2394-018-420531-111	\$1,085- Salaries and Wages
2394-018-420531-142	\$12- Workers' Compensation
2394-018-420531-144	\$82- FICA
2394-018-420531-145	\$91- PERS

Community Service/Planning

1000-036-411020-111	\$488- Salaries and Wages
1000-036-411020-142	\$7- Workers' Compensation
1000-036-411020-144	\$37- FICA
1000-036-411020-145	\$41- PERS

Streets 204 Fund

2510-107-430220-111	\$950- Salaries and Wages
2510-107-430220-141	\$11- Unemployment Insurance
2510-107-430220-142	\$450- Workers' Compensation
2510-107-430220-144	\$600- FICA
2510-107-430220-145	\$657- PERS

Streets 205 Fund

2520-108-430220-111	\$922- Salaries and Wages
2520-108-430220-141	\$3- Unemployment Insurance

2520-108-430220-142	\$144- Workers' Compensation
2520-108-430220-144	\$230- FICA
2520-108-430220-145	\$252- PERS

Streets 207 Fund	
2540-109-430220-111	\$54- Salaries and Wages
2540-109-430220-145	\$5- PERS

Water Fund	
5210-023-430550-111	\$976- Salaries and Wages
5210-023-430550-142	\$12- Workers' Comp
5210-023-430550-144	\$74- FICA
5210-023-430550-145	\$81- PERS

Sewer Fund	
5310-031-430630-111	\$ 923- Salaries and Wages
5310-031-430630-142	\$10- Workers' Comp
5310-031-430630-144	\$70- FICA
5310-031-430630-145	\$77- PERS

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2016-2017 on the 22<sup>nd</sup> day of November, 2016, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS  
9<sup>TH</sup> DAY OF NOVEMBER, 2016.

\_\_\_\_\_  
JOHN HOLLOWELL, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF  
MILES CITY, MONTANA, THIS 22<sup>ND</sup> DAY OF NOVEMBER, 2016.

\_\_\_\_\_  
JOHN HOLLOWELL, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

# New Business

---

**RESOLUTION NO. 4003**

**A RESOLUTION APPROVING A LETTER OF AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN THE CITY OF MILES CITY AND STEVENSON DESIGN, INC., FOR ARCHITECTURAL SERVICES RELATED TO DENTON FIELD PRESSBOX PROJECT.**

*WHEREAS*, the City of Miles City and Stevenson Design, Inc., desire to enter into a Letter of Agreement for Architectural Services related to the design of the new Denton Field Pressbox located at Connor's Stadium, to include design development, construction documents and specifications, bidding assistance, and limited construction administration.

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The "Letter of Agreement for Architectural Services," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 22<sup>ND</sup> DAY OF NOVEMBER, 2016.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk



EXHIBIT A  
LETTER OF AGREEMENT  
FOR  
ARCHITECTURAL SERVICES

CITY OF MILES CITY, Owner, of 17 South 8<sup>th</sup> Street; Miles City, MT 59301 (the Owner) agrees to employ STEVENSON DESIGN, INC of 909 Main Street; Miles City, MT 59301 (the Architect) on an Hourly Plus Expenses Basis for architectural services for the Denton Field Pressbox located at Connor's Stadium; Miles City, Montana. Services to be provided under the Agreement are limited to Design Development, Construction Documents and Specifications, Bidding Phase assistance, and limited Construction Administration.

Compensation for these services will be on an Hourly Plus Expenses Basis per the attached "Published Rates". Maximum cost of services not to exceed \$5,000 unless agreed to in writing as an addendum to this letter.

Services provided by the Architect under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by architects currently practicing under similar circumstances. The Architect shall provide assistance in complying with City and State requirements pertaining to permits, building codes and fire codes.

The Owner shall furnish land surveys, tests, inspections and reports, such as soils, structural, mechanical and chemical tests, tests for air and water pollution, and tests for hazardous materials as applicable to this project.

Since this agreement excludes construction phase services, the Owner agrees to waive any and all claims against the Architect that might be contributed to or caused by the Architect's full or partial exclusion from the construction phase. In the event the Owner or Contractor consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Architect; the Owner and Contractor agree to release the Architect from any liability arising from the construction, use or result of such changes.

Payment for services are due upon the date of the statement. Payments not made within thirty (30) days of the statement date will bear interest at the Annual Percentage Rate of 12% APR from the statement date until paid.

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights.

Mediation: Both the Owner and the Architect agree that any and all disputes between them arising out of or relating to this project will be submitted to mediation as a condition precedent to any other legal proceedings unless the parties mutually agree otherwise.

Subrogation: All parties agree to waive their rights of subrogation against one another with respect to any and all losses covered by the respective party's Insurance during and after construction.

Agreed Remedy: The Owner agrees that the total liability of Stevenson Design, Inc., their employees and consultants, to the Owner and anyone claiming by, through or under the Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Architect's services, the Project or this contract from any cause or causes whatsoever, including but not limited to negligence, strict liability, breach of contract or breach of warranty shall not exceed fees paid for services.

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this agreement shall remain in full force and effect.

The limit of this agreement will be from January 01, 2016 to December 31, 2017. Architect's file #1505.

**Agreement dated November 01, 2016 and AGREED TO BY:**

  
\_\_\_\_\_  
Brandon Janshen, Secretary/Treasurer

11-3-16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Representative, City of Miles City

\_\_\_\_\_  
Date

END OF AGREEMENT



# STEVENSON DESIGN, INC.

## PUBLISHED RATES & REIMBURSABLE EXPENSES

Effective January 1, 2016

The following time and expense rates will apply to work performed on an **HOURLY PLUS EXPENSES** basis:

### **TIME:**

Mike Stevenson, Principal	\$130/hr
Brandon Janshen, Project Architect	\$100/hr
Chad Sutter, Designer	\$80/hr
Mark Toennis, Construction & Design	\$75/hr
Clerical	\$50/hr

### **REIMBURSABLE EXPENSES:**

Consultants (Engineers & Specialists)	Cost + 10%
Mileage	\$0.55/mile
Plotting, Printing, & Scanning	per Published Rates
Telephone, Postage, Meals, Transport, etc.	Cost



# STEVENSON DESIGN, INC.

## PUBLISHED PLOTTING, PRINTING, & SCANNING RATES

Effective January 1, 2016

### **PLOTTING COSTS:**

COLOR PRINTS	Regular, Bond Paper	\$0.85/SQUARE FOOT
B&W PRINTS	Regular, Bond Paper	\$0.50/SQUARE FOOT
COLOR PRINTS	Poster Paper	\$1.00/SQUARE FOOT
B&W PRINTS	Poster Paper	\$0.60/SQUARE FOOT

\$20 MINIMUM

### **PRINTING COSTS:**

COLOR PRINTS	8.5" x 11" Regular, Bond Paper	\$0.50/PAGE
COLOR PRINTS	11" x 17" Regular, Bond Paper	\$1.00/PAGE
COLOR PRINTS	8.5" x 11" Poster Paper	\$1.00/PAGE
B&W PRINTS	8.5" x 11" Regular, Bond Paper	\$0.15/PAGE
B&W PRINTS	11" x 17" Regular, Bond Paper	\$0.30/PAGE
B&W PRINTS	8.5" x 11" Poster Paper	\$0.50/PAGE

\$20 MINIMUM

### **SCANNING COSTS:**

ALL NEW PRINTS	\$0.25/SQUARE FOOT
ALL OLD PRINTS	\$0.50/SQUARE FOOT
BURN TO DISK	\$5.00/DISK

\$20 MINIMUM

\*\*\* Stevenson Design, Inc. will not make scans or copies of copyrighted material without a copyright release form from the original author \*\*\*

\*\*\* Stevenson Design, Inc. will not be held accountable for any damage incurred to original documents under any circumstances \*\*\*

**RESOLUTION NO. 4005**

**A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2016-2017 TO INCREASE THE BUDGETED AMOUNT IN FUND # 2310-383000 TO PAY UNBUDGETED EXPENSES RELATED TO THE DOWNTOWN URBAN RENEWAL DISTRICT'S PROMOTIONAL VIDEO FILMING.**

*WHEREAS*, the City of Miles City wishes to amend the budget for Fiscal Year 2016-2017 to pay for unbudgeted expenses related to the filming of a promotional video for the City's Downtown Urban Renewal District;

*AND WHEREAS*, such amendment of the final budget will result in an overall increase in appropriation authority within such fund;

*AND WHEREAS*, in order to fund said increase in appropriation authority, said amounts are being borrowed by the Downtown Urban Renewal District Agency from the City of Miles City General Fund, and as a condition of the approval of said transfer, it is required by the City Council that said amounts must be repaid to the General Fund within a twelve month period;

*AND WHEREAS* the provisions of §7-6-4006 MCA require public hearing upon any budget amendment resulting in an overall increase in appropriation authority,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Miles City, Montana as follows:

The appropriations for the Final Budget for Fiscal Year 2016-2017 for the Downtown Urban Renewal District Agency Fund No. 2310-383000 shall be increased in the following amount: \$5,800.00.

The following budget transfer is hereby authorized:

Transfer \$5,800 from General Fund 1000-002-521000-820 To Downtown Urban Renewal District Agency 2310-383000, **CONDITIONED UPON the requirement that said amount be repaid to the General Fund within twelve months from the date of passage of this resolution.**

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2016-2017 on the 13<sup>th</sup> day of December, 2016, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 22<sup>nd</sup>  
DAY OF NOVEMBER, 2016.

\_\_\_\_\_  
JOHN HOLLOWELL, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES  
CITY, MONTANA, THIS 13<sup>TH</sup> DAY OF DECEMBER, 2016.

\_\_\_\_\_  
JOHN HOLLOWELL, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

**RESOLUTION NO. 4006**

**A RESOLUTION APPROVING A SERVICES AGREEMENT BETWEEN THE CITY OF MILES CITY AND FIRE RECOVERY USA, LLC.**

*WHEREAS*, the City of Miles City desires to engage Fire Recovery USA, LLC, a California limited liability company, to provide incident billing services to the City;

*AND WHEREAS*, the City and Fire Recovery USA, LLC, have certain responsibilities and obligations related thereto, which have been reduced to writing;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The “Services Agreement” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by the Council;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 22<sup>ND</sup> DAY OF NOVEMBER, 2016.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

EXHIBIT A  
**SERVICES AGREEMENT**

This Services Agreement ("Agreement") is made effective as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **CITY OF MILES CITY**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

**RECITALS**

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

**ARTICLE 1  
ENGAGEMENT**

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

**ARTICLE 2  
REPRESENTATIONS AND WARRANTIES**

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

**ARTICLE 3  
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4  
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.



4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

## **ARTICLE 5 COMPENSATION OF COMPANY**

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

## **ARTICLE 6 OBLIGATIONS OF CLIENT**

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

## **ARTICLE 7 CLIENT AUTHORIZATION**

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

## **ARTICLE 8 TERMINATION OF AGREEMENT**

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) Client's yearly billable run volume is at or below six runs (6).

## **ARTICLE 9 PROPRIETARY RIGHTS**

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

## **ARTICLE 10 INDEMNIFICATION**

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

**ARTICLE 11  
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC  
2271 Lava Ridge Court, Suite 120  
Roseville CA 95661  
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC  
4275 Executive Square, Suite 1020  
La Jolla, CA 92037  
Attention: Chris Popov, Esq.

If to Client to:

CITY OF MILES CITY  
17 S. 8th Street  
Miles City, MT 59301  
Attention: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any

prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

*Signatures on following page:*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**COMPANY:**

**FIRE RECOVERY USA, LLC.**  
**a California limited liability company**

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

Name: M. Craig Nagler

Title: Manager

**CLIENT:**

**CITY OF MILES CITY**

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

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE A

### LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The billing rates (mitigation fees) are listed as EXHIBIT A, but may change over time. Client will provide notice to Company of changes in billing rates.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 80 percent of the total monies collected on the Client's claims.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

## **RESOLUTION NO: 4007**

A RESOLUTION ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE CITY OF MILES CITY.

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the City Council of the City of Miles City desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

---

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY:**

SECTION 1: The City of Miles City shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department's City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.



SECTION 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and upon consideration of comments offered during the public hearing on the adoption of this resolution, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

**BE IT FURTHER RESOLVED** that a public hearing shall be held on the above proposed fees on the 13th day of December, 2016, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

**Said Resolution read and put on its passage this 22nd day of November, 2016.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

**FINALLY PASSED AND ADOPTED this 13th day of December, 2016.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

## EXHIBIT A

### MITIGATION RATES BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

#### **MOTOR VEHICLE INCIDENTS**

##### **Level 1 - \$435.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

##### **Level 2 - \$495.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

##### **Level 3 – CAR FIRE - \$605.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

#### **ADD-ON SERVICES:**

##### **Extrication - \$1,305.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

##### **Creating a Landing Zone - \$400.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

#### **ADDITIONAL TIME ON-SCENE**

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

## HAZMAT

### Level 1 - \$700.00

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

### Level 2 - \$2,500.00

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### Level 3 – \$5,900.00

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$300.00 per HAZMAT team.**

### ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300

## ILLEGAL FIRES

### Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## WATER INCIDENTS

### Level 1

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

**Billed at \$400 plus \$50 per hour, per rescue person.**

#### **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$800 plus \$50 per hour, per rescue person.**

#### **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,000 plus \$50 per hour per rescue person, plus \$100 per hour per HAZMAT team member.**

#### **Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

---

#### **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$400 for the first response vehicle plus \$50 per rescue person. Additional rates of \$400 per hour per response vehicle and \$50 per hour per rescue person.**

#### **CHIEF RESPONSE**

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$250 per hour.**

#### **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

Engine billed at \$400 per hour.  
Truck billed at \$500 per hour.  
Miscellaneous equipment billed at \$300.

#### **MITIGATION RATE NOTES**

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

#### **LATE FEES**

If the invoice is not paid within 90 days, a Late Charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be assessed to the responsible party.