



CITY OF MILES CITY

AGENDA

*Regular Council Meeting
City Council Chambers*

*August 25, 2020
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**

| | |
|----------------------------------|------------|
| Human Resource Meeting | 07/21/2020 |
| Finance Committee Meeting | 08/04/2020 |
| Public Service Committee Meeting | 08/13/2020 |
| Finance Committee Meeting | 08/18/2020 |

2. **SCHEDULE MEETINGS**

3. **REQUEST OF CITIZENS & PUBLIC COMMENT**

4. **APPOINTMENTS**

Hanna Strong -3 year term to Historic Preservation Board of Commissioners

5. **PROCLAMATIONS**

6. **STAFF REPORTS**

7. **CITY COUNCIL COMMENTS**

8. **MAYOR COMMENTS**

9. **COMMITTEE RECOMMENDATIONS**

Human Resource- Recommends a 2% cost of living increase for department heads that have Supervision depending on the Finance Committees approval that the money is available to fund the recommendation

Public Safety- Approve to accept the Community Policing Services (COPS) grant

Public Service- Approve a 2-hour parking sign on 217 North 7th Street (Raggedy Ann Antiques)

10. **BID OPENINGS**

11. **BID AWARDS**

12. **PUBLIC HEARINGS**

A. **RESOLUTION NO. 4339 - A Resolution Pursuant to 2-9-212 of The Montana Code Annotated, Authorizing A Permissive Medical Levy for FY 2020-2021 to Fund Group Health Insurance Premium Contributions by The City and Providing For Hearing Thereon**

B. **RESOLUTION NO. 4340 - A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 165 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement**

Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2020-2021

- C. **RESOLUTION NO. 4341 - A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 167 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2020-2021**
- D. **RESOLUTION NO. 4342 -A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 171 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2020-2021**
- E. **RESOLUTION NO. 4343- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 172 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2020-2021**
- F. **RESOLUTION NO. 4344- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 195 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2020-2021**
- G. **RESOLUTION NO. 4345 - A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 202 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2020-2021**
- H. **RESOLUTION NO. 4346 - A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 173 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2020-2021**
- I. **RESOLUTION NO. 4347 - A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 204 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 204 for the Fiscal Year 2020-2021**
- J. **RESOLUTION NO. 4348 - A Resolution 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 2020-2021**
- K. **RESOLUTION NO. 4349 - A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 207 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 207 for the**

Fiscal Year 2020-2021

L. **RESOLUTION NO. 4354- A Resolution Pursuant to §2-9-316 and 7-6-4015 of the Montana Code Annotated Authorizing a Permissive Levy to Fund Payment of Judgment in the Civil Case: Barbara Ann Todoroff Nichols, John Todoroff, Jr., Dwayne Ruse, Camille Rude, Raymond Christensen, Richard Hess, Lola Hess, David Jewell, Bette Jewell, Rod Rainey, Carol Rainey, Jon Bass, Rebecca Bass, Jack Nesbit, Jan Nesbit, and other similarly Situated Landowners in the Southgate Subdivision area, and (DOES 1-10) V. City of Miles City, a Montana Municipal Corporation, and Miles City Planning Board**

M. **PUBLIC HEARING on FY 2020/2021 Preliminary Budget**

13. **UNFINISHED BUSINESS**

A. **RESOLUTION NO. 4354- (Second Reading) A Resolution Pursuant to §2-9-316 and 7-6-4015 of the Montana Code Annotated Authorizing a Permissive Levy to Fund Payment of Judgment in the Civil Case: Barbara Ann Todoroff Nichols, John Todoroff, Jr., Dwayne Ruse, Camille Rude, Raymond Christensen, Richard Hess, Lola Hess, David Jewell, Bette Jewell, Rod Rainey, Carol Rainey, Jon Bass, Rebecca Bass, Jack Nesbit, Jan Nesbit, and other similarly Situated Landowners in the Southgate Subdivision area, and (DOES 1-10) V. City of Miles City, a Montana Municipal Corporation, and Miles City Planning Board**

B. **OFFER OF AMENDMENTS TO FY 20/21 PRELIMINARY BUDGET**

14. **CONSENT AGENDA**

A. **RESOLUTION NO. 4339- (Second Reading) A Resolution Pursuant to 2-9-212 of The Montana Code Annotated, Authorizing A Permissive Medical Levy for FY 2020-2021 to Fund Group Health Insurance Premium Contributions by The City and Providing For Hearing Thereon**

B. **RESOLUTION NO. 4340- (Second Reading) A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 165 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2020-2021**

C. **RESOLUTION NO. 4341 - (Second Reading) A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 167 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2020-2021**

D. **RESOLUTION NO. 4342-(Second Reading) A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 171 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special**

**Improvement Lighting District and Authorizing And Directing Payment
Therefore, For the Fiscal Year 2020-2021**

- E. **RESOLUTION NO. 4343- *(Second Reading)* A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 172 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2020-2021**
 - F. **RESOLUTION NO. 4344 - *(Second Reading)* A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 195 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2020-2021**
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 - H. **RESOLUTION NO. 4346 - *(Second Reading)* A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 173 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2020-2021**
 - I. **RESOLUTION NO. 4347- *(Second Reading)* A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 204 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 204 for the Fiscal Year 2020-2021**
 - J. **RESOLUTION NO. 4348 - *(Second Reading)* A Resolution 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 2020-2021**
 - K. **RESOLUTION NO. 4349- *(Second Reading)* A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 207 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 207 for the Fiscal Year 2020-2021**
- 15. NEW BUSINESS**
- A. **RESOLUTION NO. 4350- A Resolution Approving and Adopting a Final Budget for the City of Miles City for FY 2020-2021; Authorizing Procedure for Adjustments to Appropriations for Certain Fee Based Budgets; Authorizing Procedure for Transferring Appropriations Between Items Within the Same Fund**
 - B. **RESOLUTION NO. 4351 - A Resolution Electing to Operate Under the All-Purpose Mill Levy and Fixing the Tax Levy for the General Fund, Ambulance**

Fund and Airport Fund to be Levied and Assessed on all the Taxable Property in the City of Miles City for Fiscal Year 2020-2021

- C. **RESOLUTION NO. 4355- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-A Union**
- D. **RESOLUTION NO. 4357- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Miles City Police Department Local No. 283-B Union**
- E. **RESOLUTION NO. 4360- A Resolution Authorizing the City of Miles City to Enter Into a Montana Department of Administration 9-1-1 Grant Program Contract for Grant Funding Relating to Mobile Data Terminal Expansion/Upgrade**
- F. **RESOLUTION NO. 4361- A Resolution Approving a Park Use Permit Between the City of Miles City, Montana, and Miles Community College for use of Tedesco Field and Connors Stadium**
- G. **RESOLUTION NO. 4362- A Resolution Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds in the City of Miles City, Montana, From July 20, 2020 to July 21, 2020**
- H. **RESOLUTION NO. 4363- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Miles City Fire Fighters Local No. 600 International Association of Fire Fighters (IAFF) Union**
- I. **RESOLUTION NO. 4364- A Resolution Approving a Park Use Permit Between the City of Miles City, Montana, and Miles City CHAOS For Use of Bender Park Fields 1 & 2**
- J. **RESOLUTION NO. 4365- A Resolution Approving a Park Use Permit Between the City of Miles City, Montana, and Outlaw Softball for use of Bender Park Field #3**
- K. **RESOLUTION NO. 4366- A Resolution Pursuant to 7-12-4429 MCA Authorizing a Loan of Funds From the City Water Fund to Street Maintenance District #204 for Completion of the Darling Addition Project**

16. 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

Minutes

Human Resources Committee
July 21, 2020

The **Human Resources Committee** met Tuesday, July 21, 2020, at 4:15 p.m. via Zoom Conferencing. Present were Committee Members Kathy Wilcox, Dwayne Andrews, and Rick Huber. Excused was R. Curtis Reese. Also present were: PW Director Scott Gray, PU Director Tom Speelmon, City Clerk Lorrie Pearce, City Court Clerk Gail Krezelak, Police Chief Doug Colombik, and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Requests of Citizens

None

2. Committee Member Comments

None

3. Review/Recommend Job Descriptions:

A. City Court Clerk

The position description was reviewed and no changes were needed.

***Committee Member Huber moved to approve the City Court Clerk job description language, seconded by Committee Member Andrews. The motion passed unanimously, 3-0.*

4. Wage Increase Requests for FY 20-21

Some of the concerns expressed during the meeting by director's were: wages not keeping up with the cost of living, wages not being in line with wages for similar positions in other municipalities and that a solution needed to be addressed so directors were justly compensated for the responsibilities they bear. The committee agreed that action should be taken on ensuring that wages for directors were being addressed. It was suggested developing a policy and procedure for implementing wage increases for department heads and administrative staff that would provide a long-term approach for granting wage increases to persons occupying these positions. Over the next few months the Human Resources Committee will taking on the task of developing these policies and procedures. The Committee also agreed that a 2% cost of living increase should be given to department heads with supervisory responsibilities for fiscal year 20/21.

***Committee Member Andrews moved the HR Committee recommend a 2% costing of living increase for department heads that have supervision, depending on the Finance Committee's approval that the money is available to fund the recommendation, seconded by Committee Member Andrews. The motion passed unanimously, 3-0.*

5. Other

None

6. Next Meeting: August 18, 2020 at 4:15 p.m.

7. Adjournment

***Committee Member Huber moved to adjourn, seconded by Committee Member Andrews. The motion passed unanimously 4-0.*

The meeting was adjourned at 5:14 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Finance Committee Meeting August 4, 2020

The Finance Committee met Tuesday, August 4, 2020 at 6:00 p.m. by remote means (Zoom). Present were Committee Members Austin Lott, Brant Kassner and Curtis Reese.

Also present were: Public Utilities Director Tom Speelmon, Police Chief Doug Colombik, Planner in Training Ally Capps, Fire Chief Branden Stevens, Dispatch Supervisor Lyne Anderson, Floodplain Administrator Samantha Malenovsky, Mayor John Hollowell, Deputy City Clerk Mary Rowe & City Clerk/Recorder Lorrie Pearce.

Chairperson Lott called the meeting to order.

1. Request of Citizens and Public Comment:

None

2. Discuss and Recommendation for 2020/2021 Preliminary Budget

Clerk Pearce said that she was looking at the tax spreadsheet and there was an error. She was not sure what the difference will be. She felt it would be at least \$7,000-\$10,000 to much revenue, she needed to recalculate the spreadsheet because the one she used was not up to date.

Committee Member Reese asked if the County would pitch in more money to support the Special Resource Officer. Chairperson Lott thought that the numbers looked good enough to add it back into the budget.

Councilperson Wilcox asked why the expense went up in the police department object code 220. Chief Colombik and Dispatch Supervisor Anderson confirmed that it is the cost of body cams and the City is receiving revenue to cover the cost. Councilperson Wilcox made a last push to approve a one to two percent wage increase to Department heads that supervise others. Committee Member Reese agreed. Mayor Hollowell thought that the committee should look at giving an increase to just the employees who requested the increase or to all non-union employees. He explained that the City has a process on wage increase request for non-union employees. He felt giving the increase to a certain group was not idealistic. After a short discussion, it was decided to discuss the increase for union and non-union employees at a later date.

Administrator Malenovsky explained her costs that were cut earlier.

- EDA grant would cost \$125,000 and the City would receive \$100,000 for the grant

- KLJ Expenditures would cost \$7,500 and the City would receive \$2,250 back from the County
- Murdo's expenditures would cost \$5,000 and the City would receive \$1,500 back from the County
- City will get reimbursed \$24,000 for the slough grant
- A net change of increase would be \$9,750

Chairperson Lott asked if it was possible to use the capital improvement fund to repair some items at the fire department. Chief Steven said it would take about \$10,000 for the repairs, which would include \$6,000 to repair the sewer line, with additions cost to replace rain gutters and roof repair on the cabins. Clerk Pearce said there was \$38,995 in the CIP fund.

There was a long discussion on the percentage that the City wants to move from Fire to Ambulance. It was decided to talk about it at a later date.

Chief Colombik said that he had extended the acceptance date for the Special Resource Officer (SRO) and a decision needs to be made by August 31st. The cost to the City in the first year would be \$14,800, the second year would be just under \$17,000 and the third year, would be a little higher than the \$17,000. Starting the fourth year, the City would pay 100% of the wage cost. He has contacted the school district to see if they are interested in a match for the position, but had not contacted the county. If the school district and county agrees, a Memorandum of Understanding would need to be signed.

*** Committee Member Lott moved to add the SRO and flood changes that were presented by the Flood Administrator and Police Chief, seconded by Committee Member Reese. The motion passed unanimously*

3. Adjournment

*** Committee Member Kassner moved to adjourn the meeting, seconded by Committee Member Reese and **passed** unanimously.*

The meeting was adjourned at 8:13 p.m.

Austin Lott, Committee Chairperson

Lorrie Pearce, Recorder

PUBLIC SERVICE COMMITTEE MEETING
August 13, 2020

The Public Service Committee met Tuesday, August 13, 2020 at 5:00pm in the City Hall Conference Room. 17 S. 8th Street, Miles City, Montana. Present were Committee Members, Dwayne Andrews, Ken Gardner, and Rick Huber. Committee Member Kathy Wilcox was excused.

Also present: Deputy City Clerk/Recorder Mary Rowe.

Committee Member Andrews opened the meeting

1. Request of Citizens/Public Comment:

-None-

2. Committee Member Comments:

-None-

3. Request for 2-hour parking sign at 217 North & 7th Street by Melody Demint, owner of Raggedy Ann Antiques.

Chairperson Andrews opened by saying that the sign would be on North 7th Street, a highway, so the decision will have to involve the Montana Department of Transportation (MDT). He spoke with Mike Skillestad, Maintenance Chief at MDT, to obtain requirements. MDT would require copies of the Public Service Minutes, (if approved), copy of City Council Minutes and the Resolution, (if approved), a Global Information System (GIS) placement map from Floodplain Administrator Sam Malenovsky, then MDT would go through the approval process for the sign.

****** *Committee Member Gardner moved to recommend that a two-hour parking sign be placed between the two businesses affecting the parking to the north of the sign.*

Melody Demint of 217 N 7th Street (Raggedy Ann Antiques), stated that she had been at that location for 4 years with no parking problems, then last October Joe Ferris moved Miles City Transmission and Repair, LLC next door to her shop. Melody believed that a part of Montana Code Annotated stated, vehicles that are running can sit in one spot no longer than forty-eight hours, and if not running then no longer than five days. She is requesting the sign because she wants to give her customers somewhere safe and convenient to park. She stated the following instances have occurred since October.

- There was an average of 12-16 vehicles parked in front of her store and across the street by Pepsi Co. at any given time between the 4th and the 10th of last month.
- Joe Ferris has had personal vehicles parked at his business location for months.
- Her sales have decreased by forty percent and she has lost approximately twenty-three percent of her customers, causing her a financial burden.
- Officer Mark Winkley had tagged vehicles parked along the street at this location with expired tags and/or no license plates at all.

Committee Member Rick Huber wanted to go on record that Melody Demint is his sister in law.

There was a brief discussion amongst the committee members about the placement location of the sign. It was decided that the sign should be placed in between the two businesses affecting all parking to the north of the sign.

****** *On a roll call vote, the motion **passed, 3-0.***

4.Adjournment:

****** *Committee Member Huber moved to adjourn, seconded by Committee Member Gardener, the motion **passed unanimously 3-0.***

The meeting was adjourned at 5:25pm

Dwayne Andrews, Chairperson

Mary Rowe, Deputy City Clerk

Finance Committee Meeting August 18, 2020

The Finance Committee met Tuesday, August 18, 2020 at 6:00 p.m. at the Conference Room, 17 S. 8th Street, Miles City Montana. Present were Committee Members Austin Lott, Brant Kassner and Curtis Reese.

Also present were: Public Utilities Director Tom Speelmon, Planner in Training Ally Capps, Mayor John Hollowell, Building Inspector Russell Murphy, Deputy City Clerk Mary Rowe, Human Resource Officer Linda Wilkins & City Clerk/Recorder Lorrie Pearce. Police Chief Doug Colombik joined the meeting via telephone from 6 p.m. to 7:03 p.m.

Chairperson Lott called the meeting to order.

1. Request of Citizens and Public Comment:

None

2. Discuss and Recommendation Regarding COPS Grant

Chief Colombik and Officer Wilkins went through the revenue, expenses and match for the position. The position's cost is \$59,527 minus the match would be \$56,088. Divide that by three (City/County/School) \$ 18,696 divide that by twelve \$1,558. Then time it by 9 (months in position for SRO) \$14,022. Divide by three for an amount of \$4,674 which is the cost for the City, County and School. Also, the City would have to pay \$9,348 for the months that position is not at the schools.

Chief Colombik explained that he had talked to both the County and School and they agreed to sign a memorandum of understanding for three years. Since the wages would change every year both of the entities agreed to pay the difference each year. Officer Steve Fenner would be the SRO. His wages would be the wage that is matched.

The grant is \$125,000 which would be split into three years.

*** Committee Member Lott moved to not recommend the position until pending reimbursement are verified, seconded by Committee Member Reese.*

*** Committee Member Lott amended his motion to approve pending on verification of funding received, seconded by Committee Member Reese. The motion passed 3-0*

3. Discussion and Recommendation to Approve Writing off \$171.25 from Ambulance Fund

*** Committee Member Kassner moved to recommend to Council the approval of the ambulance write off, seconded by Committee Member Reese. The motion passed unanimously*

4. Review and Recommendation Regarding FY20/21 Budget

Planner Capps explained that the City submitted \$357,000 for reimbursement on Covid-19. The reimbursement would cover eligible wages for police, fire and dispatch. The amount that the City will receive is unknown.

Chief Colombik asked if he could hire an additional officer, because there is a person that is very interested. Committee Member Lott said that at the moment the Police Department budget is with no SRO or Clerk and a 50% vacancy savings for a police officer position. The budget would be \$30,000 short if another officer was hired right now.

*** Committee Member Kassner moved to recommend to Council to approve the FY20/21 budget as presented, seconded by Committee Member Lott. On roll call vote, the motion passed 3-0*

5. Adjournment

*** Committee Member Reese moved to adjourn the meeting, seconded by Committee Member Kassner and **passed** unanimously.*

The meeting was adjourned at 7:10 p.m.

Austin Lott, Committee Chairperson

Lorrie Pearce, Recorder

Public Hearing
&
Unfinished Consent Agenda

RESOLUTION NO. 4339

A RESOLUTION PURSUANT TO §2-9-212 OF THE MONTANA CODE ANNOTATED, AUTHORIZING A PERMISSIVE MEDICAL LEVY FOR FY 2020-2021 TO FUND GROUP HEALTH INSURANCE PREMIUM CONTRIBUTIONS BY THE CITY AND PROVIDING FOR HEARING THEREON

WHEREAS, the City of Miles City contributes funds for employee group health insurance premiums;

AND WHEREAS, §2-9-212 MCA permits the City of Miles City to levy an annual property tax, designated "Permissive Medical Levy," to fund the payment of such health insurance premiums in the amount in excess of the base contribution as determined under §2-18-703(4)(c) MCA for group benefits under §2-18-703 MCA;

AND WHEREAS, such levy is not subject to the mill levy limitation set forth in §15-10-420 MCA;

AND WHEREAS, the City of Miles City desires to levy such property tax for Fiscal Year 2020-2021;

AND WHEREAS, the provisions of §2-9-212(2)(b) MCA require public hearing upon any increase in such permissive medical levy prior to implementing such levy;

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

That a property tax levy of 30.25 mills be imposed, pursuant to §2-9-212 MCA, for the purposes of funding the premium for group health insurance for Fiscal Year 2020-2021.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed levy on the 25th day of August, 2020, at 6:00 p.m. in the City Hall Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4127 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 11th DAY OF AUGUST, 2020.

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 25th DAY OF AUGUST, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4340

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 165 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2020-2021.

WHEREAS, the City Council for the City of Miles City, Montana did, on the 25th of February, 1968, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 165; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2020-2021 is estimated by the City Council at the sum of \$171,000 and,

WHEREAS, the property in said Special Improvement Lighting District No. 165 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2020-2021 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 165.

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

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 165, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 165 amounting to 0.005451 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 165, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 25th day of August, 2020, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 165 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 11th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 11th day of August, 2020, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 25th, 2020, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2020-2021 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4340 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2020-2021 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 25th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4341

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 167 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2020-2021.

WHEREAS, the City Council for the City of Miles City, Montana did, on the 25th of February, 1968, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 167; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2020-2021 is estimated by the City Council at the sum of \$25,000 and,

WHEREAS, the property in said Special Improvement Lighting District No. 167 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2020-2021 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 167.

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

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 167, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 167 amounting to 0.006348 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 167, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 25th day of August, 2020, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 167 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 11th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 11th day of August, 2020, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 25th, 2020, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2020-2021 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4341 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2020-2021 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 25th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

City of Miles City

NON-LEVIED FUNDS - SUMMARY SCHEDULE

11341
R25

Fiscal Year: 20 21
Page No. _____

| Fund # | Fund Name | (1) Appropriation | (2) Budgeted Cash Reserve | (3)=(1)+(2) Total Requirements | (4) Cash Available (Less current liabilities) | (5) Total Non-Tax Revenues | (6)=(4)+(5) Total Resources | Estimated Ending Cash Balance | Area (Sq Ft) | rev/area | X 6000 Current Year | Prior Year @ 65% | Difference +/- per lot |
|--------|---------------------|----------------------|------------------------------|-----------------------------------|--|-------------------------------|--------------------------------|-------------------------------|--------------|----------|---------------------|------------------|------------------------|
| 2420 | SID 167 33% | 25,000 | 8,250 | 33,250 | 21,722 | 11,528 | 33,250 | 8,250 | 2485579.75 | 0.004638 | 27,827,713 | 63,000,000 | \$ (35.17) |
| | SID 167 25% | 25,000 | 6,250 | 31,250 | 21,722 | 9,528 | 31,250 | 6,250 | 2485579.75 | 0.003833 | 22,999,866 | 63,000,000 | \$ (40.00) |
| | SID 167 37% | 25,000 | 9,250 | 34,250 | 21,722 | 12,528 | 34,250 | 9,250 | 2485579.75 | 0.005040 | 30,241,637 | 63,000,000 | \$ (32.76) |
| | SID 167 40% | 25,000 | 10,000 | 35,000 | 21,722 | 13,278 | 35,000 | 10,000 | 2485579.75 | 0.005342 | 32,052,080 | 63,000,000 | \$ (30.95) |
| | SID 167 45% | 25,000 | 11,250 | 36,250 | 21,722 | 14,528 | 36,250 | 11,250 | 2485579.75 | 0.005845 | 35,069,484 | 63,000,000 | \$ (27.93) |
| | SID 167 50% | 25,000 | 12,500 | 37,500 | 21,722 | 15,778 | 37,500 | 12,500 | 2485579.75 | 0.006348 | 38,086,889 | 63,000,000 | \$ (24.91) |
| | 60% | 25,000 | 15,000 | 40,000 | 21,722 | 18,278 | 40,000 | 15,000 | 2485579.75 | 0.007354 | 44,121,698 | 63,000,000 | \$ (18.88) |
| | 65% | 25,000 | 16,250 | 41,250 | 21,722 | 19,528 | 41,250 | 16,250 | 2485579.75 | 0.007857 | 47,139,103 | 63,000,000 | \$ (15.86) |
| | 70% | 25,000 | 17,500 | 42,500 | 21,722 | 20,778 | 42,500 | 17,500 | 2485579.75 | 0.008359 | 50,156,508 | 63,000,000 | \$ (12.84) |
| | Last Year-63.000000 | | | | | | | | | | | | |
| | 65% | | | | | | | | | | | | |
| | TOTAL | 225,000 | 106,250 | 331,250 | 195,498 | 135,732 | 331,250 | 106,250 | | | | | |

*Total Revenues compared to Total Appropriations: _____

Total Requirements compared to Total Resources _____

Revision June 2012

0

*if negative appropriations exceed revenues

*if other than zero budget is not balanced

RESOLUTION NO. 4342

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 171 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2020-2021

WHEREAS, the City Council for the City of Miles City, Montana, did on the 10th day of November, 1969, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 171; and

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2020-2021 is estimated by the City Council at the sum of \$6,000 and,

WHEREAS, the property in said Special Improvement Lighting District No. 171 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2020-2021 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 171.

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

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 171, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 171 amounting to 0.005972 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 171, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 25th day of August, 2020, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 171 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 11th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 11th day of August, 2020, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 25, 2020, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2020-2021 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4342 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2020-2021 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 25th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4343

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 172 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2020-2021

WHEREAS, the City Council for the City of Miles City, Montana did, on the 13th day of April, 1970, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 172; and

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2020-2021 is estimated by the City Council at the sum of \$30,000 and,

WHEREAS, the property in said Special Improvement Lighting District No. 172 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2020-2021 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 172.

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

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 172, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 172 amounting to 0.040051 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 172, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 25th day of August, 2020, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 172 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 11th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 11th day of August, 2020, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 25th, 2020, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2020-2021 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4343 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2020-2021 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 25th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4344

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 195 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2020-2021.

WHEREAS, the City Council for the City of Miles City, Montana, did, on the 28th day of March, 1978, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 195; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2020-2021 is estimated by the City Council at the sum of \$6,000 and,

WHEREAS, the property in said Special Improvement Lighting District No. 195 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2020-2021 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 195.

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

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 195, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 195 amounting to 0.004317 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 195, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 25th day of August, 2020, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 195 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 11th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 11th day of August, 2020, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 25th, 2020, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2020-2021 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4344 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2020-2021 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 25th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4345

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 202 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2020-2021

WHEREAS, the City Council for the City of Miles City, Montana did, on the 10th day of May, 1983, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 202; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2020-2021 is estimated by the City Council at the sum of \$8,000 and,

WHEREAS, the property in said Special Improvement Lighting District No. 202 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2020-2021 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 202.

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

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 202, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 202 amounting to 0.006480 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 202, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 25th day of August, 2020, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 202 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 11th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 11th day of August, 2020, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 25th, 2020, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2020-2021 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4345 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2020-2021 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 25th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4346

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 173 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2020-2021

WHEREAS, the City Council for the City of Miles City, Montana, did on the 13th day of March, 2007, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 173; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2020-2021 is estimated by the City Council at the sum of \$3,200 and,

WHEREAS, the property in said Special Improvement Lighting District No. 173 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2020-2021 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 173.

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

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 173, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 173 amounting to 0.006824 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 173, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 25th day of August, 2020, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 173 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 11th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 11th day of August, 2020, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 25th, 2020, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2020-2021 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4346 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2020-2021 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 25th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4347

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 204 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 204 FOR THE FISCAL YEAR 2020-2021

WHEREAS, on the 15th day of May, 1984, the City Council of the City of Miles City, Montana, passed Ordinance No. 933 and Resolution No. 2274 creating Maintenance District No. 204 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 204 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2020-2021 is \$1,797,234

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

Section 1: That to defray the costs of maintaining Maintenance District No. 204 for the fiscal year 2020-2021 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 204: 0.059769 per
square foot assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$418.38

Section 2: That there shall be maintained open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 204, is on file in his or her office and is subject to inspection and said notice shall be published in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on the 25th day of August, 2020 at 6:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL THIS 11th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED THIS 25th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4348

A RESOLUTION 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 2020-2021

WHEREAS, on the 15th day of May, 1984, the City Council of the City of Miles City, Montana, passed Ordinance No. 933 and Resolution No. 2275 creating Maintenance District No. 205 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 205 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2020-2021 is \$346,289

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

Section 1: That to defray the costs of maintaining Maintenance District No. 205 for the fiscal year 2020-2021 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 205: 0.024884 per
square foot assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$174.19

Section 2: That there shall be maintained, open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 205, is on file in his or her office and is subject to inspection and said notice shall be published in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on the 25th day of August, 2020, at 6:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 11th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED THIS 25th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

City of Miles City

NON-LEVIED FUNDS - SUMMARY SCHEDULE

Fiscal Year: 20 _____ 21
NE side of City

| Fund # | Fund Name | (1) Appropriation | (2) Budgeted Cash Reserve | (3)=(1)+(2) Total Requirements | (4) Cash Available (Less current liabilities) | (5) Total Non-Tax Revenues | (6)=(4)+(5) Total Resources | Estimated Ending Cash Balance | Area (Sq Ft) | rev/area | X 7000 Current Year | Prior Year @ 60% | Difference +/- per lot |
|--------|--------------------------|-------------------|---------------------------|--------------------------------|---|----------------------------|-----------------------------|-------------------------------|--------------|----------|---------------------|------------------|------------------------|
| 108 | Str Main # 205 32% | 346,289 | 110,812 | 457,101 | 235,887 | 221,214 | 457,101 | 110,812 | 8333126.42 | 0.026546 | 185.824777 | 113.379000 | \$ 72.45 |
| | Str Main # 205 33% | 346,289 | 114,275 | 460,564 | 235,887 | 224,677 | 460,564 | 114,275 | 8333126.42 | 0.026962 | 188.733677 | 113.379000 | \$ 75.35 |
| | Str Main # 205 20% | 346,289 | 69,258 | 415,547 | 235,887 | 179,660 | 415,547 | 69,258 | 8333126.42 | 0.021560 | 150.917979 | 113.379000 | \$ 37.54 |
| | Str Main # 205 25% | 346,289 | 86,572 | 432,861 | 235,888 | 196,973 | 432,861 | 86,572 | 8333126.42 | 0.023637 | 165.461638 | 113.379000 | \$ 52.08 |
| | Str Main # 205 28% | 346,289 | 96,961 | 443,250 | 235,888 | 207,362 | 443,250 | 96,961 | 8333126.42 | 0.024884 | 174.188338 | 113.379000 | \$ 60.81 |
| | Str Main # 205 15% | 346,289 | 51,943 | 398,232 | 235,887 | 162,345 | 398,232 | 51,943 | 8333126.42 | 0.019482 | 136.373480 | 113.379000 | \$ 22.99 |
| | Str Main # 205 55% | 346,289 | 190,459 | 536,748 | 235,887 | 300,861 | 536,748 | 190,459 | 8333126.42 | 0.036104 | 252.729473 | 113.379000 | \$ 139.35 |
| | Str Main # 205 60% | 346,289 | 207,773 | 554,062 | 235,887 | 318,175 | 554,062 | 207,773 | 8333126.42 | 0.038182 | 267.273972 | 113.379000 | \$ 153.89 |
| | Str Main # 205 50% | 346,289 | 173,145 | 519,434 | 235,887 | 283,547 | 519,434 | 173,145 | 8333126.42 | 0.034026 | 238.184974 | 113.379000 | \$ 124.81 |
| | Str Main # 205 45% | 346,289 | 155,830 | 502,119 | 235,887 | 266,232 | 502,119 | 155,830 | 8333126.42 | 0.031949 | 223.640475 | 113.379000 | \$ 110.26 |
| | Str Main # 205 40% | 346,289 | 138,516 | 484,805 | 235,887 | 248,918 | 484,805 | 138,516 | 8333126.42 | 0.029871 | 209.096976 | 113.379000 | \$ 95.72 |
| | Last year 113.379000 60% | | | | | | | | | | | | |
| | TOTAL | 3,809,179 | 1,395,545 | 5,204,724 | 2,594,759 | 2,609,965 | 5,204,724 | 1,395,545 | | | | | |

Res
8/24/18

*Total Revenues compared to Total Appropriations:

Total Requirements compared to Total Resources

Revision June 2012

0

*if negative appropriations exceed revenues

*if other than zero budget is not balanced

RESOLUTION NO. 4349

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 207 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 207 FOR THE FISCAL YEAR 2020-2021

WHEREAS, on the 27th day of March, 2007, the City Council of the City of Miles, Montana, passed Ordinance No. 1167 and on March 13th, 2007 Resolution No. 3137 creating Maintenance District No. 207 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 207 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2020-2021 is \$6,964.

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

Section 1: That to defray the costs of maintaining Maintenance District No. 207 for the fiscal year 2020-2021 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 207: 0.009086 per
square foot assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$63.60.

Section 2: That there shall be maintained open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 207, is on file in his or her office and is subject to inspection and said notice shall be published in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on the 25th day of August, 2020, at 6:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 11th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED THIS 25th day of August, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Public Hearing
&
Unfinished Business

RESOLUTION NO. 4354

A RESOLUTION PURSUANT TO § 2-9-316 AND 7-6-4015 OF THE MONTANA CODE ANNOTATED AUTHORIZING A PERMISSIVE LEVY TO FUND PAYMENT OF JUDGMENT IN THE CIVIL CASE: *BARBARA ANN TODOROFF NICHOLS, JOHN TODOROFF, JR., DWAYNE RUDE, CAMILLE RUDE, RAYMOND CHRISTENSEN, RICHARD HESS, LOLA HESS, DAVID JEWELL, BETTE JEWELL, ROD RAINEY, CAROL RAINEY, JON BASS, REBECCA BASS, JACK NESBIT, JAN NESBIT, and other similarly situated landowners in the Southgate Subdivision area, and (DOES 1-10) V. CITY OF MILES CITY, a Montana Municipal Corporation, and MILES CITY PLANNING BOARD.*

WHEREAS, on August 3, 2015, a “First Amended Petition/Complaint” was filed in the 16th Judicial District Court, Custer County as Cause No. DV 14-129, against the City of Miles City and the Miles City Planning Board by Plaintiffs Barbara Ann Todoroff Nichols, John Todoroff, Jr., Dwayne Rude, Camille Rude, Raymond Christensen, Richard Hess, Lola Hess, David Jewell, Bette Jewell, Rod Rainey, Carol Rainey, Jon Bass, Rebecca Bass, Jack Nesbit, Jan Nesbit, and “Does 1-10” (the “Plaintiffs”) alleging that the City had improperly made zoning and subdivision decisions in regards to real property, designated as Amended Block 5, located in Southgate Meadows Subdivision;

AND WHEREAS, a “Second Amended Petition/Complaint” was filed in said matter on October 21, 2016;

AND WHEREAS, said matter alleged five (5) separate counts against the City regarding said zoning and subdivision decisions, which the City vigorously defended. The City prevailed with the District Court on the claim of violation of 42 U.S.C. § 1983 through partial motion to dismiss and on the claims of violations of state and city subdivision regulations, violation of public participation and right to know relating to said zoning decision, violation of due process, and violations of open meeting laws and right to know through summary judgment rulings by the Court, and the Plaintiffs prevailed on their claims of violation of public participation relating to said subdivision decision and declaratory judgment through summary judgment;

AND WHEREAS, the respective Plaintiffs sought approximately \$670,000 in attorney fees and costs from the City, and the parties filed legal briefs and held two-day evidentiary hearing before the District Court regarding the issue;

AND WHEREAS, on the 17th day of December, 2019, District Judge Michael B. Hayworth issued an “Order as to Attorney Fees and Costs to Plaintiffs” and awarded the Plaintiffs the combined sum of \$201,699.52 in attorney fees and costs;

AND WHEREAS, the Montana Municipal Interlocal Authority has disputed coverage, but has agreed through negotiations to pay \$100,000.00 toward the payment of the amounts awarded by the Court;

AND WHEREAS, the remaining \$101,699.52 due under the judgment is not covered by insurance, and there are not sufficient unappropriated funds in the General Fund for the payment of said judgment amount;

AND WHEREAS, §§2-9-316 and 7-6-4015 MCA permit the City of Miles City to levy a property tax in the amount necessary to pay any unpaid portion of such judgment if general fund monies are insufficient to pay the same;

AND WHEREAS, § 15-10-420(9)(a)(i) MCA exempts judgment levies under §§2-9-316 and 7-6-4015 MCA from the mill levy limitations set forth in § 15-10-420(1) MCA;

AND WHEREAS, § 7-6-4015(2)(b) MCA calls for said amounts to be levied in each of the next 3 years if general fund money is insufficient to pay the same at the judgment interest rate of 7.75% per annum, however, judgments paid within two calendar years do not accrue interest as set forth in § 2-9-317;

AND WHEREAS, the City deems it necessary to levy such property tax for Fiscal Year 2021-2022 in a sufficient amount to pay the remaining \$101,699.52 awarded by the Court;

AND WHEREAS, based upon the value of a mill for the City of Miles City, a mill levy of 10.71 will be required to fund said \$101,699.52 amount during FY 2021-2022;

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

That a property tax levy of 10.71 mills be imposed, pursuant to §§2-9-316 and 7-6-4015 MCA, for purposes of funding the payment due under the judgment in Fiscal Year 2021-2022.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above levy on the 25th day of August, 2020 at 6:00 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 11TH DAY OF AUGUST, 2020.

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, AT A DULY CALLED MEETING THIS 25TH DAY OF AUGUST, 2020.**

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

**CALCULATING THE TAX INCREASE OF A VOTED LEVY OF 101,700 DOLLARS
FOR THE Southgate Lawsuit**

STEP 1

| \$101,700 | \$101,700 | \$101,700 | | Specific Dollar Amount to be Levied |
|-------------|-------------|-------------|--|--|
| \$9,491,598 | \$9,491,598 | \$9,491,598 | | Certified Taxable Value of the taxing jurisdiction - Use the most-recent available |
| \$9,492 | \$9,492 | \$9,492 | | Revenue Generated per Mill |
| 10.71 | 10.71 | 10.71 | | Approximate Mills required to Generate Specific Dollar Amount |

STEP 2

| | | | | |
|----------|-----------|-----------|--|------------------------------------|
| \$50,000 | \$100,000 | \$200,000 | | Assessed Market Value of Home |
| 0.0135 | 0.0135 | 0.0135 | | Tax Rate - 15-6-134(3)(a) |
| \$675 | \$1,350 | \$2,700 | | Taxable Value subject to mill levy |
| 10.71 | 10.71 | 10.71 | | Mills to be Levied (From Step 1) |
| \$7.23 | \$14.46 | \$28.93 | | Tax Assessed |

15-6-134(3) (a) Except as provided in 15-24-1402, 15-24-1501, 15-24-1502, and, subsection (3)(b), class four residential property described in subsections (1)(a) through (1)(c) of this section is **taxed at 1.35%** of market value.

(b) The tax rate for the portion of the market value of a single-family residential dwelling in excess of \$1.5 million is the residential property tax rate in subsection (3)(a) multiplied by 1.4.

(c) The tax rate for commercial property is the residential property tax rate in subsection (3)(a) multiplied by 1.4.

**CALCULATING THE TAX INCREASE OF A VOTED LEVY OF
MILLS**

For _____

| Assessed Market Value | Tax Rate | Taxable Value | Specific Mills | Tax Increase |
|-----------------------|----------|---------------|----------------|--------------|
| \$100,000 | 1.35% | \$1,350 | | \$14.46 |
| \$200,000 | 1.35% | \$2,700 | | \$28.92 |
| \$50,000 | 1.35% | \$675 | | \$7.23 |

Enter the specific number of mills being proposed in the red highlighted cells.

Class 4 - Residential property is taxed at 1.35% beginning in Tax Year 2015 and applies to Fiscal Year 2016 and thereafter levies. [15-34-134(3)(a)]

15-10-321. Limitation on levy and computation of tax -- new taxing jurisdictions. The department of revenue may not be required to levy or compute a tax for any new taxing jurisdiction created or for any change in an existing jurisdiction unless formally notified of its creation or change by January 1 of the year in which the taxes are to be levied.

OFFER OF AMENDMENTS
FY 20/21

| Line Item | Preliminary Budget | | Final Budget | | EXPLANATION OF CHANGE |
|---------------------|--------------------|----------------|---------------|--------|--|
| | Amount | Amendments | Amount | Amount | |
| EXPENDITURES | | | | | |
| 1000-005-420140-146 | \$ 119,781.00 | \$ (2,946.00) | \$ 116,835.00 | | MPORS - Overtime in not used to calculate contribution |
| 1000-005-420160-350 | \$ 2,000.00 | \$ (500.00) | \$ 1,500.00 | | Decrease made by Lyne Anderson |
| 1000-007-420460-111 | \$ 463,660.00 | \$ (25,080.00) | \$ 438,580.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-112 | \$ 7,740.00 | \$ (360.00) | \$ 7,380.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-121 | \$ 65,000.00 | \$ - | \$ 65,000.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-131 | \$ 45,600.00 | \$ - | \$ 45,600.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-132 | \$ 25,700.00 | \$ - | \$ 25,700.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-133 | \$ 9,720.00 | \$ (142.00) | \$ 9,578.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-134 | \$ 12,000.00 | \$ - | \$ 12,000.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-141 | \$ 892.00 | \$ (36.00) | \$ 856.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-142 | \$ 30,801.00 | \$ (1,444.00) | \$ 29,357.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-143 | \$ 91,876.00 | \$ (4,307.00) | \$ 87,569.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-144 | \$ 8,621.00 | \$ (347.00) | \$ 8,274.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-147 | \$ 73,207.00 | \$ (3,388.00) | \$ 69,819.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-149 | \$ 3,233.00 | \$ (152.00) | \$ 3,081.00 | | Change Fire/Ambulance Payroll Split to 61/39 |
| 1000-007-420460-360 | \$ 21,000.00 | \$ (12,000.00) | \$ 9,000.00 | | Move new front doors to Building Inspector |
| 1000-013-420460-121 | \$ 9,300.00 | \$ (2,300.00) | \$ 7,000.00 | | Cut request by Finance Committee to alleviate deficit in Preliminary Budget |
| 1000-013-420460-222 | \$ 6,000.00 | \$ (1,000.00) | \$ 5,000.00 | | Cut request by Finance Committee to alleviate deficit in Preliminary Budget |
| 1000-013-420460-350 | \$ 10,000.00 | \$ (1,000.00) | \$ 9,000.00 | | Cut request by Finance Committee to alleviate deficit in Preliminary Budget |
| 1000-013-420460-360 | \$ 10,000.00 | \$ (2,000.00) | \$ 8,000.00 | | Cut request by Finance Committee to alleviate deficit in Preliminary Budget |
| 1000-013-420460-363 | \$ 10,000.00 | \$ (1,000.00) | \$ 9,000.00 | | Cut request by Finance Committee to alleviate deficit in Preliminary Budget |
| 1000-014-420460-111 | \$ 46,247.00 | \$ (23.00) | \$ 46,224.00 | | Adjustment made to reflect correct wages/taxes for closing pool one day per week |
| 1000-014-420460-141 | \$ 81.00 | \$ (11.00) | \$ 70.00 | | Adjustment made to reflect correct wages/taxes for closing pool one day per week |
| 1000-014-420460-142 | \$ 2,779.00 | \$ (380.00) | \$ 2,399.00 | | Adjustment made to reflect correct wages/taxes for closing pool one day per week |
| 1000-014-420460-144 | \$ 4,097.00 | \$ (561.00) | \$ 3,536.00 | | Adjustment made to reflect correct wages/taxes for closing pool one day per week |
| 1000-014-420460-145 | \$ 1,096.00 | \$ (67.00) | \$ 1,029.00 | | Adjustment made to reflect correct wages/taxes for closing pool one day per week |
| 1000-201-431200-350 | \$ - | \$ 137,520.00 | \$ 137,520.00 | | EDA Project was approved to put back in the budget |
| 2310-011-460642-513 | \$ 150.00 | \$ (104.00) | \$ 46.00 | | TIFD - Adjusted to MMIA Insurance Invoice |
| 2372-020-252100-820 | \$ 280,000.00 | \$ 7,119.00 | \$ 287,119.00 | | Permissive Levy Adjust to actual |
| 2394-018-420531-360 | \$ 3,000.00 | \$ 12,000.00 | \$ 15,000.00 | | New City Hall Front Door Moved from City Maintenance Fund to Building Inspector |
| 2510-107-430220-111 | \$ 282,988.00 | \$ 6,708.00 | \$ 289,696.00 | | 29% of City Planner Wages Added |
| 2510-107-430220-121 | \$ 9,100.00 | \$ - | \$ 9,100.00 | | 29% of City Planner Wages Added |

OFFER OF AMENDMENTS
FY 20/21

| Line Item | Preliminary Budget | | Final Budget | | EXPLANATION OF CHANGE |
|---------------------|--------------------|----------------|---------------|---|-----------------------|
| | Amount | Amendments | Amount | Amount | |
| 2510-107-430220-131 | \$ 19,600.00 | \$ - | \$ 19,600.00 | 29% of City Planner Wages Added | |
| 2510-107-430220-132 | \$ 13,000.00 | \$ - | \$ 13,000.00 | 29% of City Planner Wages Added | |
| 2510-107-430220-133 | \$ 4,921.00 | \$ - | \$ 4,921.00 | 29% of City Planner Wages Added | |
| 2510-107-430220-134 | \$ 3,000.00 | \$ - | \$ 3,000.00 | 29% of City Planner Wages Added | |
| 2510-107-430220-141 | \$ 499.00 | \$ 10.00 | \$ 509.00 | 29% of City Planner Wages Added | |
| 2510-107-430220-142 | \$ 14,854.00 | \$ 348.00 | \$ 15,202.00 | 29% of City Planner Wages Added | |
| 2510-107-430220-143 | \$ 74,239.00 | \$ 2,051.00 | \$ 76,290.00 | 29% of City Planner Wages Added | |
| 2510-107-430220-144 | \$ 25,445.00 | \$ 513.00 | \$ 25,958.00 | 29% of City Planner Wages Added | |
| 2510-107-430220-145 | \$ 29,170.00 | \$ 588.00 | \$ 29,758.00 | 29% of City Planner Wages Added | |
| 2510-107-430220-222 | \$ 1,600.00 | \$ (100.00) | \$ 1,500.00 | Typo | |
| 2510-107-430220-532 | \$ 8,100.00 | \$ (100.00) | \$ 8,000.00 | Typo | |
| 5210-022-430530-380 | \$ 1,600.00 | \$ (100.00) | \$ 1,500.00 | Typo | |
| 5210-023-430550-357 | \$ 85,000.00 | \$ (70,000.00) | \$ 15,000.00 | Changes Per Tom Speelmon | |
| 5210-023-430550-360 | \$ - | \$ 85,000.00 | \$ 85,000.00 | Changes Per Tom Speelmon | |
| 5210-023-490500-626 | \$ 29,805.00 | \$ (29,805.00) | \$ - | Removed Interest Payment for Sewer Project | |
| 5210-025-430510-513 | \$ 16,000.00 | \$ (16,000.00) | \$ - | Entry Error - All liability insurance payments were moved to 510330 per the auditors suggestion | |
| 5210-025-430510-540 | \$ 450.00 | \$ (450.00) | \$ - | Entry Error - s/b bank charges | |
| 5210-025-430510-555 | \$ 201.00 | \$ 249.00 | \$ 450.00 | Increase to reflect correct bank charges | |
| 5310-029-430610-311 | \$ 7,600.00 | \$ (100.00) | \$ 7,500.00 | Typo | |
| 5310-029-430610-540 | \$ 201.00 | \$ (201.00) | \$ - | Entry Error - Removed s/b bank charges | |
| 5310-029-430610-555 | \$ 500.00 | \$ (50.00) | \$ 450.00 | Decrease to reflect correct allocation | |
| 5310-031-430630-142 | \$ - | \$ 7,486.00 | \$ 7,486.00 | Entry Error - Enter correct amount per Payroll Budget Worksheet | |
| 5510-010-420730-111 | \$ 265,736.00 | \$ 25,060.00 | \$ 290,796.00 | Change Allocation to 39% of total firefighter wages | |
| 5510-010-420730-112 | \$ 4,356.00 | \$ 15,644.00 | \$ 20,000.00 | Change Allocation to 39% of total firefighter wages | |
| 5510-010-420730-121 | \$ 65,000.00 | \$ - | \$ 65,000.00 | Change Allocation to 39% of total firefighter wages | |
| 5510-010-420730-124 | \$ 22,500.00 | \$ - | \$ 22,500.00 | Change Allocation to 39% of total firefighter wages | |
| 5510-010-420730-131 | \$ 22,500.00 | \$ - | \$ 22,500.00 | Change Allocation to 39% of total firefighter wages | |
| 5510-010-420730-132 | \$ 12,700.00 | \$ - | \$ 12,700.00 | Change Allocation to 39% of total firefighter wages | |
| 5510-010-420730-133 | \$ 8,399.00 | \$ 141.00 | \$ 8,540.00 | Change Allocation to 39% of total firefighter wages | |
| 5510-010-420730-134 | \$ 12,000.00 | \$ - | \$ 12,000.00 | Change Allocation to 39% of total firefighter wages | |
| 5510-010-420730-141 | \$ 557.00 | \$ 59.00 | \$ 616.00 | Change Allocation to 39% of total firefighter wages | |
| 5510-010-420730-142 | \$ 17,327.00 | \$ 2,398.00 | \$ 19,725.00 | Change Allocation to 39% of total firefighter wages | |
| 5510-010-420730-143 | \$ 51,681.00 | \$ 4,306.00 | \$ 55,987.00 | Change Allocation to 39% of total firefighter wages | |

OFFER OF AMENDMENTS
FY 20/21

| Line Item | Preliminary Budget | | Amendments | | Final Budget | | EXPLANATION OF CHANGE |
|---------------------|--------------------|---------------|-----------------|--------|--------------|---|-----------------------|
| | Amount | Amount | Amounts | Amount | Amount | | |
| 5510-010-420730-144 | \$ 5,380.00 | \$ 569.00 | \$ 5,949.00 | | | Change Allocation to 39% of total firefighter wages | |
| 5510-010-420730-147 | \$ 41,603.00 | \$ 3,384.00 | \$ 44,987.00 | | | Change Allocation to 39% of total firefighter wages | |
| 5510-010-420730-149 | \$ 1,818.00 | \$ 152.00 | \$ 1,970.00 | | | Change Allocation to 39% of total firefighter wages | |
| REVENUES | | | | | | | |
| 1000-311010 | \$ 1,777,792.00 | \$ 25,276.00 | \$ 1,803,068.00 | | | Entered on GENREVENUES 20-21 | |
| 1000-311020 | \$ 44,326.00 | \$ (3,462.00) | \$ 40,864.00 | | | Entered on GENREVENUES 20-21 | |
| 1000-312000 | \$ 27,835.00 | \$ - | \$ 27,835.00 | | | Entered on GENREVENUES 20-21 | |
| 1000-331133 | \$ 24,000.00 | \$ 100,000.00 | \$ 124,000.00 | | | EDA Grant - Entered on GENREVENUES 20-21 | |
| 1000-341075 | \$ 80,204.00 | \$ 3,750.00 | \$ 83,954.00 | | | interlocal agreement 30% increase from county to flood - Entered on GENREVENUES 20-21 | |
| 1000-366050 | \$ - | \$ 2,760.00 | \$ 2,760.00 | | | Sale of Police Car - online auction | |
| 1000-367000 | \$ - | \$ 600.00 | \$ 600.00 | | | Sale of Lawn Mower - online auction | |
| 1000-383000 | \$ 602,845.00 | \$ 15,362.00 | \$ 618,207.00 | | | Recalculation of Interfund transfers | |
| 2372-311010 | \$ 280,000.00 | \$ 756.00 | \$ 280,756.00 | | | Permissive Levy - Real Property Taxes | |
| 2372-311020 | \$ - | \$ 6,363.00 | \$ 6,363.00 | | | Permissive Levy - Personal Property Taxes | |
| 2510-383000 | \$ 83,179.00 | \$ 699.00 | \$ 83,878.00 | | | Reallocation due to change in administrative fees calculation - Interfund Operating | |
| 2520-383000 | \$ 83,179.00 | \$ 699.00 | \$ 83,878.00 | | | Reallocation due to change in administrative fees calculation - Interfund Operating | |
| 5510-311010 | \$ 8,000.00 | \$ 1,281.00 | \$ 9,281.00 | | | Enter Actual Taxes | |
| 5510-311020 | \$ 100.00 | \$ 110.00 | \$ 210.00 | | | Enter Actual Taxes | |
| 5510-342026 | \$ 1,303,162.00 | \$ 30,532.00 | \$ 1,333,694.00 | | | Increase Per Chief Stevens | |
| 5510-341075 | \$ 50,000.00 | \$ 5,187.00 | \$ 55,187.00 | | | Increased Per Chief Stevens - Phone Call 8-20-20 | |
| 5610-311010 | \$ 13,926.00 | \$ (4.00) | \$ 13,922.00 | | | Correction in Calculation | |
| 5610-311020 | \$ 347.00 | \$ (31.00) | \$ 316.00 | | | Correction in Calculation | |

Lorrie Pearce

From: Linda Wilkins <lwilkins@milescity-mt.org> on behalf of Linda Wilkins
Sent: Friday, August 21, 2020 8:49 AM
To: Austin Lott; Brant Kassner; R Curtis Reese
Cc: Lorrie Pearce; MC Planner; John Hollowell
Subject: FW: [EXTERNAL] Miles City, Montana Funding

Good Morning,

Below is the information Ally obtained from the State regarding COVID-funding.

Linda

From: MC Planner <mcplanner@milescity-mt.org>
Sent: Friday, August 21, 2020 8:46 AM
To: Linda Wilkins <lwilkins@milescity-mt.org>; Doug Colombik <dcolombik@milescity-mt.org>
Cc: mayor@milescity-mt.org
Subject: FW: [EXTERNAL] Miles City, Montana Funding

Good morning,

Here is the response received from Matt on the funding for police, fire department and dispatch. Hope this confirmation will be adequate for the council meeting.

Happy Friday.

Ally

From: Pugh, Matt <mpugh@mt.gov>
Sent: Friday, August 21, 2020 7:37 AM
To: MC Planner <mcplanner@milescity-mt.org>
Subject: RE: [EXTERNAL] Miles City, Montana Funding

Hi Ally,

We have completed our review and have sent it to FEMA for their review. Yes, the funding request will be granted with a few adjustments.

Thanks,
Matt

From: MC Planner <mcplanner@milescity-mt.org>
Sent: Thursday, August 20, 2020 4:10 PM
To: Pugh, Matt <mpugh@mt.gov>
Subject: [EXTERNAL] Miles City, Montana Funding

Hi Matt,

I was asked to reach out for any information regarding the funding request for the City of Miles City. In your opinion do you think this funding request would be granted?

Thank you,

Ally Capps

Community Service and Planning

City Planner I / Grant Administrator

City Lease Administrator

Historical Preservation Officer

Urban Renewal District Director

mcplanner@milescity-mt.org

406-234-3493

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New Business

RESOLUTION NO. 4350

A RESOLUTION APPROVING AND ADOPTING A FINAL BUDGET FOR THE CITY OF MILES CITY FOR FY 2020-2021; AUTHORIZING PROCEDURE FOR ADJUSTMENTS TO APPROPRIATIONS FOR CERTAIN FEE BASED BUDGETS; AUTHORIZING PROCEDURE FOR TRANSFERRING APPROPRIATIONS BETWEEN ITEMS WITHIN THE SAME FUND

WHEREAS, there was presented to the City Council of the City of Miles City, Montana a preliminary budget for the City of Miles City fiscal year 2020-2021;

AND WHEREAS, a public hearing was duly noticed and held on August 11, 2020 and again on August 25, 2020, upon such preliminary budget as required by §7-6-4024 MCA;

AND WHEREAS, upon due consideration of all matters presented at such public hearing, and the City Council having made such amendments, if any, to such preliminary budget as deemed necessary;

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

1. The budget attached hereto as Exhibit "A" (hereinafter "the Final FY 2020-2021 Budget,") and by this reference made a part hereof, is hereby approved and adopted.
2. The appropriations set forth in the Final FY 2020-2021 Budget are hereby authorized.
3. The spending for each fund in the FY 2020-2021 Budget is limited at the level of detail set forth in Exhibit "A" to this resolution, except that:
 - a. Pursuant to the authority of § 7-6-4031 MCA, the City Council is hereby authorized throughout the budget period, by appropriate resolution, to transfer appropriations in the Final FY 2020-2021 Budget between items within the same fund; and
 - b. Pursuant to the authority of §7-6-4012 MCA, adjustments to appropriations for the following fee-based budgets may be authorized by the City Council during FY 2020-2021:
 - i. Fund No. 2394 Building Inspection
 - ii. Fund No. 2270 Health Fund
 - iii. Fund No. 5510 Ambulance Fund
 - iv. Fund No. 5610 Airport Fund
 - v. Fund No. 6040 Public Works Garage Fund

Provided, all adjustment of fee-based appropriations must be based upon the cost of providing services supported by the fees, and fully funded by the related fees for services, fund reserves, or non-fee revenue such as interest.

4. This Resolution is effective July 1, 2020.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25th DAY OF AUGUST, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 4351

A RESOLUTION ELECTING TO OPERATE UNDER THE ALL-PURPOSE MILL LEVY AND FIXING THE TAX LEVY FOR THE GENERAL FUND, AMBULANCE FUND AND AIRPORT FUND TO BE LEVIED AND ASSESSED ON ALL THE TAXABLE PROPERTY IN THE CITY OF MILES CITY FOR FISCAL YEAR 2020-2021

WHEREAS the City Council of The City of Miles City, Montana, on August 25, 2020, by Resolution No. 4350 approved and adopted a final budget for the City of Miles City for fiscal year 2020-2021;

AND WHEREAS, pursuant to §7-6-4451, the City Council has determined that it is in the best interests of the City of Miles City to operate under the all-purpose annual mill levy;

AND WHEREAS, the City Council has determined the amount of taxes required to balance the budgets as provided in §§7-6-4034 and 7-6-4036 MCA;

AND WHEREAS, the City Council is required by law to fix the tax levy required for the City of Miles City for FY 2020-2021;

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

1. The City of Miles City elects to operate under the all-purpose mill levy authorized by §7-6-4451 for Fiscal Year 2020-2021.
2. There is hereby levied and assessed for the Fiscal Year 2020-2021 on all taxable property within the City of Miles City, Montana, a tax for 196.77 mills in the following respective amounts and for the following purposes:
 - A. For the general municipal and administrative purposes 194.27 mills, the money to be collected therefrom to be placed in a fund known as the "General Fund" and to be used for said purposes.
 - B. For the purpose of providing ambulance service by the City of Miles City, 1.00 mills, the money to be collected therefrom to be placed in a fund known as the "Ambulance Fund" and to be used for said purposes.
 - C. For the purposes of operation of the City-County Airport, 1.50 mills, the money to be collected therefrom to be placed in a fund known as the "Airport Fund" and to be used for said purposes.
3. The City Clerk is hereby directed to at once certify to the Clerk and Recorder of Custer County, Montana, a copy of this resolution.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT ITS REGULAR MEETING, DULY NOTICED, THIS 25th DAY OF AUGUST, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk



CITY OF MILES CITY

Res 4355

Agenda Item #15.F
Council Meeting Date: August 25, 2020
Council Agenda Report

Item: Labor Agreement between the City of Miles City and the Montana State Council No. 9 of the American Federation of State, County and Municipal Employees, AFL-CIO Local No. 283A

From: John Hollowell, Mayor

Initiated By: Mayor's Office/AFSCME Local 283A

Presented By: John Hollowell, Mayor

Action Requested: Ratification of the Proposed Collective Bargaining Agreement with the AFSCME Local 283A

Suggested Motion:

1. Councilperson moves:
"I move that the City Council approve the labor agreement between the City of Miles City and the AFSCME Local #283A, and authorize the Mayor to execute the agreement."
2. Mayor calls for a second, City Council Discussion, public comment, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Council approve the labor agreement between the City of Miles City and the AFSCME Local #283A.

Background:

The current Collective Bargaining Agreement (CBA) expired on June 30, 2020. For this contract, both parties meet on July 7, 2020. Please find below a summary detailing changes to the proposed agreement.

Summary of Changes

Agreement Term: Two (2) Years – July 1, 2020 – June 30, 2022

Minor Updates throughout the CBA:

Formatting

Changes from the previous agreement include:

Article 2 – Removed Membership Information; added language for Union Security and New Employee Orientation. New Language added:

- A. **Union Security:** The Employer agrees to accept and honor voluntary written assignment of wages or salaries due and owing employee covered by this Agreement for initiation, reinstatement, and dues. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

- B. **New Employee Orientation:** The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall be provided with the name of the employee and his/her duty location, and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the Union.

The Employer will include in the packet of personnel and payroll forms provided to new employees covered by the Agreement, authorization for payroll deductions of union fee forms. Any union materials that require the employee's signature shall be returned to the Union by the Employer upon completion.

Article 5.B– Revised language to be compliant with current Water/Wastewater requirements of the Montana Department of Environmental Quality. New language:

- A. The City shall require 1B water and 1C wastewater operator certifications issued from the State of Montana for filling the respective positions at the water and wastewater plants. An employee will be allowed 18 months or 4 attempts to pass one of the Montana Department of Environmental Quality (DEQ) certification exams. The exam type and date the test is to be taken will be determined by the plant superintendent. Termination of the employee

after 4 attempts or 18 months will be at the discretion of the City.

Article 15.H – Aligned Description of Heavy Equipment as outlined in the Heavy Equipment Operator Program. New language:

1. Commercial Drivers' License
2. Front End Loader
3. Front End Loader/Backhoe
4. Front End Load / Backhoe / Excavator or Motor grader

Article 15.K – Added the following language:

As a condition of employment you must obtain a CDL within one year of employment.

Changes to Addendum A – Wages:

An increase of 1% added to the base wage in FY20/21 and a 1% added to the base wage for FY21/22 for all covered members.

The fiscal impact to the General Fund FY20/21 in wages and roll-up costs as follows:

| | | |
|----------------------------|----|--------------|
| Parks | \$ | 2,045 |
| City Court | \$ | 795 |
| Legal | \$ | 311 |
| Community Service | \$ | 43 |
| Total Cost To General Fund | \$ | <u>3,194</u> |

The fiscal impact to the General Fund FY21/22 in wages and roll-up costs as follows:

| | | |
|----------------------------|----|--------------|
| Parks | \$ | 2,148 |
| City Court | \$ | 780 |
| Legal | \$ | 312 |
| Community Service | \$ | 42 |
| Total Cost To General Fund | \$ | <u>3,282</u> |

Alternatives:

The City Council could reject the proposed changes and direct the Mayor to continue collective bargaining.

RESOLUTION NO. 4355

A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL NO. 283-A UNION.

WHEREAS, the City of Miles City (“City”) and the Local No. 283-A of the American Federation of State, County and Municipal Employees, AFL-CIO (“Local 283A”) have negotiated and desire to enter into a new collective bargaining agreement (CBA), which covers certain City employees who work for the City;

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

1. The Collective Bargaining Agreement between the City of Miles City and the Local 283-A, attached hereto as Exhibit “A” and made a part hereof, is hereby approved and adopted by the City Council of the City of Miles City.
2. The Mayor of the City of Miles City is hereby authorized and empowered to execute the same, and to bind the 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 25th DAY OF AUGUST, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

**COLLECTIVE BARGAINING
AGREEMENT**

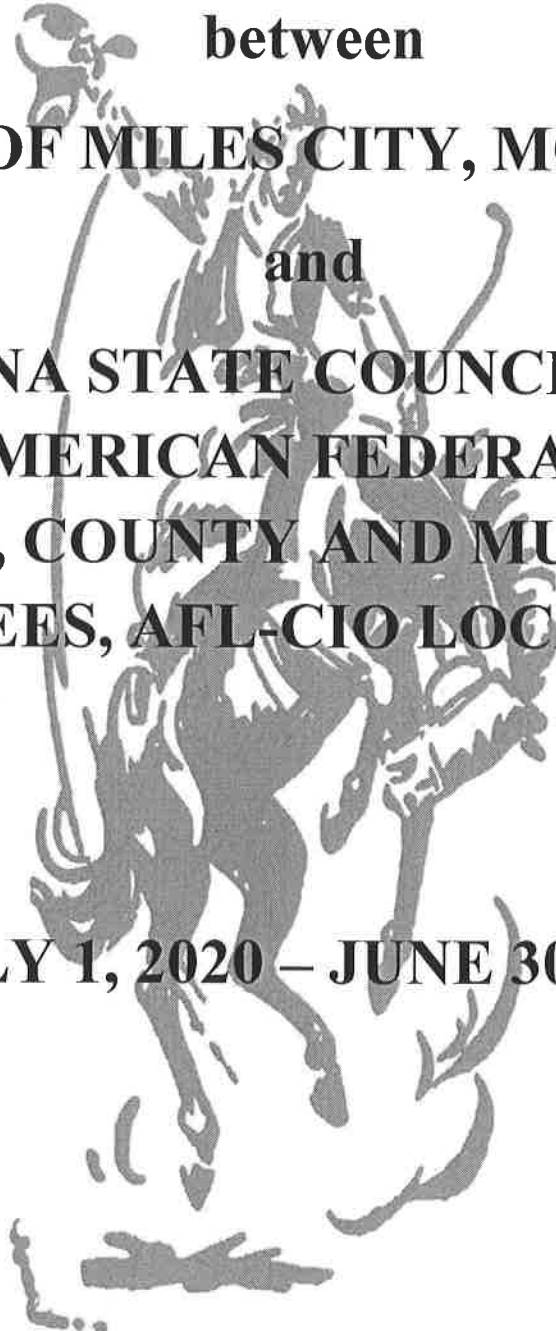
between

CITY OF MILES CITY, MONTANA

and

**MONTANA STATE COUNCIL NO. 9 OF
THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO LOCAL NO. 283A**

JULY 1, 2020 – JUNE 30, 2022



283A COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2020 – JUNE 30, 2022

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283A COLLECTIVE BARGAINING AGREEMENT

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AGREEMENT

The City of Miles City, hereinafter referred to as the "City"; and Local No. 283-A of the American Federation of State, County and Municipal Employees, AFL-CIO, representing the employees covered by this Agreement, and hereinafter referred to as the "Union"; in order to increase the general efficiency of the City Government of the City of Miles City and to eliminate, as far as possible, political consideration from city employment and to promote the moral well-being and security affected hereby, do mutually agree as follows:

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Miles City employed in the Street Department, Water Department, Sewer Department, Park Department, Engineering Department, Library, and all other employees of the City, excluding employees of the Fire Department, Police Department, Central Dispatch, Appointive Officers and their deputies, and supervisors and confidential, management and probationary employees. The Union recognizes the Mayor and his or her designated agent as the representative of the City of Miles City.

ARTICLE 2 - DUES ASSIGNMENT

- A. **Union Security:** The Employer agrees to accept and honor voluntary written assignment of wages or salaries due and owing employee covered by this Agreement for initiation, reinstatement, and dues. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.
- B. **New Employee Orientation:** The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall be

provided with the name of the employee and his/her duty location, and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the Union.

The Employer will include in the packet of personnel and payroll forms provided to new employees covered by the Agreement, authorization for payroll deductions of union fee forms. Any union materials that require the employee's signature shall be returned to the Union by the Employer upon completion.

- C. **Statutory Rights/Inquiries:** The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-32-201, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.
- D. **Voluntary Assignments:** The City agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for Union dues.
- E. **Amount Deducted:** The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the tenth of the succeeding month, after such deductions are made.
- F. **Indemnification:** The Union indemnifies and holds harmless the City and its administrators from any claim and/or award that may result from the execution of this Article, including attorney fees and other defense costs.

ARTICLE 3 - EMPLOYEE RIGHTS

- A **Union Activities:** No employee shall be disciplined, discharged or illegally discriminated against by the City for upholding legal Union activities.

- B. **Nondiscrimination:** It is the policy of the City and the Union to assure that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. Complaints are to be processed under the applicable statute.

- C. **Representation:** Employees may have a Union representative present during an investigatory meeting when the employee believes that information he or she gives may be used against him or her. These rights shall be governed by the Weingarten Rule.

- D. **Personnel File:** An employee may view and obtain one copy of anything in his or her official personnel file except confidential letters of recommendation. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy. Only documents contained in the employee's official personnel file or documents which the employee has verified by his or her signature that he or she has read and/or received, can be used against the employee. An employee may author a rebuttal to any derogative document, which will be filed together with such document.

- E. **Just Cause:** No non-probationary employee will be disciplined or discharged except for just cause, and no probationary employee will be suspended without pay except for just cause.

ARTICLE 4 - SENIORITY, LAYOFF AND RECALL

A. Seniority:

1. *Definition:* Seniority is the number of years employed since the last date on which an employee was hired by the City in a position covered by this Agreement. Ties shall be broken by alphabetical order of the employee's last name, and by lot if a tie

continues.

2. *Calculation:* One year of credit is earned for each 12 months of full-time employment or an equivalent total of part-time and/or seasonal employment.
3. *Roster:* On or about each January 1, the City will produce and post in places normally used for employee notices, a dated roster which lists each employee's name and the number of years and partial years of seniority earned to that date. An employee may appeal the number of credits credited to him or her through the grievance procedure contained herein. Absent an appeal, the data on the roster shall be deemed valid from that point forward.

B. Layoff:

1. *Layoff Notices:* When the City intends to layoff an employee or employees due to a reduction in force, the City will give a 21-day advance notice to the Union and the employee or employees.
2. *Order:* Layoffs caused by a reduction in force shall be in order of seniority within the affected classification, after all Seasonal employee(s) within the affected classification are dismissed. A junior employee may be bypassed if he or she is the sole possessor of particular skills and/or abilities which are required to perform a remaining position. An individual remaining on layoff status for three calendar years from the date of layoff shall be deemed dismissed thereafter.
3. *Bumping:* An employee subject to layoff may by written notice to the Mayor not later than ten calendar days from being notified of a pending layoff, bump the least senior employee in the bargaining unit when the employee subject to layoff is more senior and can demonstrate that he or she has the minimum qualifications and ability to perform the duties of that position, or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within the first four weeks of work in the new position through orientation and/or regular on the job training. A bumped employee shall be placed on layoff status.
4. *Classifications:* For the purpose of the Article, the classifications shall be:

| | |
|--------------------------|-------------------------------|
| Heavy Equipment Operator | Water/Wastewater Operator |
| Mechanic | Water/Wastewater Probationary |
| Laborer | Circulation/Interlibrary Loan |

| | |
|---|---------------------------------|
| Customer Service | Children's Librarian |
| Acquisitions/Cataloging/Circulation Librarian | Librarian |
| Legal Administrative Assistant | |
| Administrative/Building Permit Technician Assistant | |
| City Court Clerk | Assistant City Court Clerk |
| Utility Billing Clerk | Assistant Utility Billing Clerk |

- C. **Recall:** When the City intends to permanently fill a vacant or newly created bargaining unit position, the most senior employee on layoff status who can demonstrate that he or she has the minimum qualifications and ability to perform the duties of the position, or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within the first four weeks of work in the new position through orientation and/or regular on the job training, shall be recalled by certified, return-receipt letter to the employee's last known address. The employee must notify the City in writing of his or her intention to return to work not later than ten calendar days from the issuing of the recall notice, and must return to work on the date specified by the City.

ARTICLE 5 - EMPLOYMENT POLICY

- A. **Probationary Period:** Whenever new or additional employees are employed who do not possess rights of re-employment, they shall work in such position subject to a trial period of 1,040 hours of actual work from the first day of work, except seasonal employees shall be probationary during their first cumulative full season of work. All time worked during the previous three years shall count toward satisfying the probationary period. During the trial period, the employee may be released from service without recourse to the grievance procedure.
- B. **Operator's License Required:** The City shall require 1B water and 1C wastewater operator certifications issued from the State of Montana for filling the respective positions at the water and wastewater plants. An employee will be allowed 18 months or 4 attempts to pass one of the Montana Department of Environmental Quality (DEQ) certification exams. The exam type and date the test is to be taken

will be determined by the plant superintendent. Termination of the employee after 4 attempts or 18 months will be at the discretion of the City.

ARTICLE 6 - HOURS OF WORK

- A. **Workday:** A standard workday shall consist of eight hours continuous, except for a normal lunch period not to exceed one hour, in any 24-hour period.
- B. **Workweek:** A standard workweek shall consist of forty hours, composed of any five consecutive workdays immediately followed by two days off. An employee's workweek is a fixed and regularly recurring consecutive 5-day period, beginning on the same day of each 7-day period. In some circumstances and in some City operations, a "nonstandard" work week with different and perhaps nonconsecutive days off, may be established with consent of the Union.
- C. **Shifts:** The shift for employees shall not be on an alternating basis, except by mutual agreement; provided, however, that in case of any emergency, the shift may be temporarily altered.
- D. **Rest Periods:** All employees shall be granted a fifteen-minute rest break during the first four hours of the shift and another fifteen-minute rest period during the second four hours of the shift. The supervisor may, at his/her discretion, require the rest period to be taken at the job site.
- E. **Lunch Period:** All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.
- F. **Double-shift:** The City may schedule a double-shift for any project, and the senior employee assigned to the project may then request his or her shift preference.
- G. **End of Shift:** Employees shall be granted a reasonable length of time for personal cleanup prior to the end of each work shift, when the type of work requires such.

- H. **Water/Wastewater Plant Work Week:** It is understood that the Water Plant and Wastewater Plant must be manned on a 7-day week basis, therefore requiring a Sunday work shift; and that it has been established that the work period for employees at the Water and Wastewater Plant is a Calendar Week (Sunday through Saturday) and that Sunday will not be at Holiday pay. However, for overtime purposes, the sixth day after the start of an employee's shift shall be a time and one-half day and the seventh day shall be paid at two and one-half times the employee's pay scale, if the employee is required to work on those days.

ARTICLE 7 – COMPENSATION

A. **Salaries, Wages, and Longevity:**

1. Conditions relative to and governing wages or salaries and extraordinary pay rates are contained in Addendums "A" and "B" Classification Programs to this Agreement, which are attached and by this reference made a part hereof as though fully set forth herein.
2. Each employee covered hereby will retain their present level received as longevity. For each additional year of service after the effective date of this Agreement, each employee will receive an additional amount of \$.05 per hour.
3. An error on a paycheck shall be paid within the first day in which the City has been notified, with deductions accurate and correct.

B. **Overtime:**

1. Employees required to work in excess of eight hours in any 24-hour period, or in excess of forty hours in any week, will be compensated at the rate of one and one-half times their normal rate of pay for additional time worked.
2. No overtime shall be worked, except in cases of emergency, without the direction of proper authority.
3. Employees shall not be required to suspend work during regular hours to absorb overtime.
4. Overtime shall be paid in 1/10th hour increments. Six minutes equals 1/10th of an hour.
5. Overtime shall be distributed equally to employees as is reasonable and possible.

6. When computing overtime, holidays, sick leave, or vacation time taken during the workweek will be considered as time worked.
7. The Union and City are not in favor of overtime, and nothing in this section shall be construed as encouraging such procedure.

C. Compensatory time:

1. In lieu of receiving overtime compensation an employee may elect to receive credit for overtime hours worked. The election to credit overtime hours to compensatory time must be submitted on the form provided by Human Resources Office at the beginning of each fiscal year.
2. Not more than 120 hours of work may be credited by the City to compensatory time. Compensatory time credited is available for use as time off with pay by the employee. The employee may use accumulated compensatory time credits with sufficient prior notice; except in the case of an emergency. All requests shall be on the standard leave request form, and shall be submitted to the employee's immediate supervisor. The City reserves the right to refuse use of compensatory time when, in the opinion of the City, such use would disrupt City operations. The employee has the right to accumulate 120 hours of compensatory time, the City shall cash out any or all of an employee's accumulated compensatory time credits semi-annually with the November 30 and June 30 paydays. Employees shall be provided, by the Human Resources Department, a cash out slip stating number of hours available to cash out, employee must return the completed cash out slip stating the number hours the employee wishes to cash out to the Human Resources Department on the payroll cutoff date prior to the payday to receive pay out of compensatory hours. Should the employee have credits remaining upon termination, he/she shall be paid in cash for all such time at his/her regular rate of pay at the time of termination.

D. Call-outs and Standby Time:

1. Each call-out will be for a minimum of two hours at one and one-half times the employee's regular rate of pay. For additional time worked, the employee will be compensated for actual time worked at one and one-half times pay.
2. Standby time will be compensated at \$10.00 per day; however, if standby time is

required on a holiday, the employee will be compensated at \$20.00 per day. For actual time worked, the employee will be compensated at one and one-half times the employee's regular rate of pay.

- E. **Deduction Slips:** Payroll deduction slips will be provided with each payroll warrant.
- F. **Equal Pay for Equal Work:** There will be equal pay for equal work in each job classification.

ARTICLE 8 – HOLIDAYS

- A. **Holidays:** Employees shall be granted the following holidays, without loss of pay. Employee must be in a paid time status prior to or after the holiday.
 1. January 1 - New Year's Day
 2. Third Monday in January - Martin Luther King Day
 3. Third Monday in February - President's Day
 4. Last Monday in May - Memorial Day
 5. July 4 - Independence Day
 6. First Monday in September - Labor Day
 7. Second Monday in October - Columbus Day
 8. November 11 - Veteran's Day
 9. Fourth Thursday in November - Thanksgiving Day
 10. December 25 - Christmas Day
 11. Every day in which a general election is held throughout the State of Montana.
- B. **Holiday or Sunday Work:** Employees required to work on Sunday, a holiday or on a day which is observed in lieu of a holiday, shall be paid at two times their regular rate of pay for all hours worked.
- C. **Scheduled Day Off:** Any employee who is scheduled for a day off on a day which is observed as a legal holiday shall be entitled to receive an alternate day off which shall be scheduled by mutual agreement.

ARTICLE 9 - VACATIONS

- A. **Accrual and Use:** Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits; 2,080 hours (52 weeks x 40 hours) shall equal one year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Persons regularly employed nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. However such persons must be employed six qualifying months before they can use the vacation credits. In order to qualify, such employees must immediately report back to work when operations resume in order to avoid a break in service. Vacation leave credits shall be earned in accordance with the following schedule:
1. From one pay period through ten years of employment, at the rate of fifteen working days for each year of service;
 2. After ten years through fifteen years of employment, at the rate of eighteen working days for each year of service,
 3. After fifteen years through twenty years of employment, at the rate of twenty-one working days for each year of service;
 4. After twenty years of employment, at the rate of twenty-four working days for each year of service.
- B. **Maximum Accrual:** Vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess is accrued. If an employee makes a reasonable request to use excess vacation leave before such leave must be forfeited and such request is denied, the excess leave is not forfeited and the City shall ensure that the employee may use the excess leave before the end of the calendar year in which the excess would have been forfeited. Vacation leave shall not accrue during a leave of absence without pay.

- C. **Pay-off:** Unused earned vacation time shall be paid to the employee at his/her regular rate of pay at the time of separation from service.
- D. **Death:** In the event of death of an employee, unused earned vacation time shall be paid to the employee's heirs at his/her regular rate of pay.
- E. **Vacation Dates:** The dates when employee's vacations shall be granted shall be determined by agreement between each employee and the City, with regards to seniority and the best interest of the City; providing, however, the best interest of the City shall include the City's right to ensure that there is an adequate number of equipment operators during vacation periods. Leaves of absence without pay may be used to extend regular vacation.
- F. **During a Holiday:** If a holiday(s) occur(s) during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's annual leave.
- G. **On a Split Basis:** Vacation time may be taken on a split-vacation basis. Also, all employees have the privilege of taking vacation at any time during the year subject to the provisions of Section F.
- H. **Running Total:** Vacation days shall either be on the check-off stub every pay day with a running total or supplied every third month in writing by the City.

ARTICLE 10 - SICK LEAVE

- A. **Defined:** Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, disability, exposure to contagious disease, or the necessary absence from duty to receive a medical examination or treatment.
- B. **Accrual of Sick Leave:** A permanent full-time employee earns sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours equals 1 year. Sick leave credits are earned at the rate of 12 working days for each year of

service without restriction as to the number of working days that may be accumulated. Employees must be employed continuously for ninety calendar days before they may use earned sick leave, or are eligible for a lump sum payment for unused sick leave credits. Employees will not accrue sick leave during a leave of absence without pay.

C. Payment of Sick Leave:

1. Employees are entitled by law to receive a lump sum payment upon termination equal to one-fourth of the pay attributed to the unused sick leave accrued after July 1, 1971. The computation of the value of the unused sick leave is based on the employee's salary rate at the time of this termination.
2. Employees transferring between City, County, or State agencies may request the receiving agency to accept their accrued balance of sick leave credits. If the agency agrees to the transfer of sick leave credits, all credits and the lump sum payment shall become the fiscal responsibility of the receiving agency.
3. Employees shall not be credited with sick leave for which they have previously been compensated.

D. Other Sick Leave Provisions:

1. Sick leave charges and credits shall be charged to the nearest full hour.
2. By mutual agreement between the employee and the City, available annual leave credits may be used when an employee is absent and has no sick leave credits available. If the employee has no leave credits available, the employee may request a leave without pay.
3. Denial of Maternity Leave Unlawful:
 - a. It shall be unlawful for the City or its agent:
 - (1) to terminate a woman's employment because of her pregnancy, or
 - (2) to refuse to grant to the employee a reasonable leave of absence for such pregnancy, or
 - (3) to deny to the employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer; provided that the City may require disability as a result of pregnancy to be verified by medical certification that the employee is not

- able to perform her employment duties, or
- (4) to retaliate against any employee who files a complaint with the commissioner under the provisions of this contract; or,
- (5) to require that an employee take a mandatory maternity leave for an unreasonable length of time.
- b. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits unless, in the case of a private Employer, the Employer's circumstances have so changed as to make it impossible or unreasonable to do so.
4. Employees covered by the Workers' Compensation Act are entitled to benefits administered by the Industrial Accident Board when they suffer injury or illness as a result of their employment. An employee may elect to use his or her accrued sick leave credits to supplement his or her Workers' Compensation payments.
5. Any holiday(s) that fall during a period when an employee is on sick leave will not be charged against sick leave credits.
6. An employee shall notify his or her supervisor of the need to use sick leave as soon as possible prior to the commencement of his or her shift, or as soon as possible thereafter in the case of an emergency.
7. The City shall provide, at the City Clerk's office, a form to be designated as a leave form. Any employee claiming leave under the sick leave provisions of this contract shall complete and submit to the City a leave form for sick leave claimed.
8. Abuse of sick leave is cause for reprimand or dismissal. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. In reprimands or dismissal resulting from this paragraph, the City shall notify the employee, in writing, of such dismissal or reprimand and shall state the reasons therefore.
9. Sick leave days shall either be on the check-off stub every payday with a running total or supplied every third month in writing by the City.

E. Emergency Sick Leave:

1. *Defined:* Emergency sick leave is a necessary absence due to:
 - a. The illness of a member of the employee's immediate family requiring the attendance of the employee; or
 - b. The death of a member of the employee's immediate family.
2. *Immediate Family Defined:* An employee's immediate family includes: spouse, parents, grandparents (including all generations), brothers, sisters, children, grandchildren (including all generations), step relations, household dependents and all the same relations of the employee's spouse in like degree.

ARTICLE 11 - OTHER LEAVE WITH PAY

- A. **Military Leave:** Any permanent employee of the City who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard shall be given leave of absence with pay for attending regular encampments, training cruises, and similar training programs, not to exceed fifteen working days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee.
- B. **Jury and Witness Duty:** An employee under proper summons as a juror, or subpoena as a witness, shall collect all allowances and fees payable as a result of such service and forward the fees to the City. An employee may elect to charge his or her juror/witness time against annual leave and in such case will not be required to surrender any fees to the City. An employee shall not be required to remit any mileage or expense fees to the City.
- C. **Funeral of Co-Workers:** Employees shall be granted up to four hours of paid leave to attend the funeral of another employee in the bargaining unit. In the event an employee cannot be released due to the vital nature of an assignment, up to four hours of paid leave will be provided to attend other functions related to the death.
- D. **Union Leave:** Designated Union representatives may with prior approval take a

reasonable leave of absence without pay to employees whenever required in the performance of duties as "duly authorized representative of the Union." "Duly authorized representative" means members of regularly constituted committees and/or officers of the Union, a list to be supplied to the City.

- E. **Personal Leave Day:** Employees shall be granted one shift of paid leave per year, to be used at the discretion of the employee and with the approval of the department head. The personal leave day will be used prior to June 30 of each year and cannot be carried forward.

ARTICLE 12 - LEAVE WITHOUT PAY

- A. **Entitlement:** All employees are entitled to take leave of absence without pay when authorized by the City.
- B. **Requests:** Requests for leave of absence without pay shall be submitted in writing by the employee to his or her immediate supervisor. The request shall state the reason for the leave and the approximate length of time off the employee desires.
- C. **Response:** The City's reply shall be given in writing to the employee not later than five calendar days after receipt of such request.
- D. **Public Service Leave:** Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disabling injury, certified to by a licensed physician.

ARTICLE 13 - FAMILY AND MEDICAL LEAVE

- A. **Grant and Use:** When an employee is absent from work for a reason that qualifies

under the Family and Medical Leave Act (FMLA), such leave shall be deemed to have begun and the employee will use available sick leave credits. An employee may arrange to use FMLA leave intermittently or to reduce a regular work schedule in the case of family or personal health issues which qualify under the Act, and with the advance permission of the City in the case of birth or adoption.

- B. **Seniority:** Notwithstanding the provisions of the FMLA, an employee who takes FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of FMLA leave.
- C. **Transfer:** The City will not transfer an employee taking FMLA leave on an intermittent or reduced schedule basis for planned medical treatment without the permission of the employee.
- D. **Violations:** Any alleged violation of the FMLA shall be submitted in accordance with the provisions of that Act.

ARTICLE 14 - LEAVE AUTHORIZATION & VERIFICATION

- A. **Authorization:** An employee who is absent from duty without prior permission or acceptable reason, shall be subject to deduction of pay and discipline or discharge under the just cause standard.
- B. **Verification:** Any time an employee obtains a written verification of an illness or injury necessitating use of sick leave from a physician, a copy will be provided to the City. Any time an employee requires sick leave in excess of three days, the employee shall, at the City's request, obtain a physician's written verification and provide it to the City. The City will reimburse the employee for any cost thereof not paid by insurance. Whether or not a written verification for use of sick leave is provided or requested, all use of sick leave under this Agreement is subject to the provision concerning abuse.
- C. **Frequent Absences:** The mere existence of leave credits does not in and of itself allow an employee to be absent, and shall not be interpreted to in any way restrict the City

from addressing frequent absences so long as such is in compliance with the just cause provision of this Agreement. Except in cases of emergency, all leaves must be requested and authorized in advance.

ARTICLE 15 - WORKING CONDITIONS

A. **Work Rules:**

1. The City agrees to furnish each newly hired employee a copy of all existing work rules.
2. All changes, deletions or additions to work rules affecting terms or conditions of employment will be negotiated by the City and the Union before implemented and shall be prominently posted on all bulletin boards for a period of five consecutive work days. The City may avoid negotiations over proposed changes as described in this Section by notifying the Union in writing of any proposed changes and receiving written consent from the Union to implement any such changes.

B. **Separation:** Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.

C. **Visits by Union Representative:** Accredited AFSCME representatives shall have full and free access to the workplace during working hours to conduct Union business, with prior notification to the City. The representative will not disrupt the work of any employee without obtaining prior express permission from the City.

D. **Union Bulletin Boards:** The City agrees to allow the Union to maintain a suitable bulletin board in a convenient place where the employees work. The Union shall limit the posting to notices and bulletins. No posting shall reflect adversely upon the City, the department, or any of its members and shall not be in the nature of political activities.

E. **Personal Property:** When loss or damage of an employee's personal property, which is of a type reasonably required in the performance of assigned duties, results from employment but not the employee's misconduct, the City will provide reasonable

compensation to the extent the employee could not be made whole by Workers' Compensation or other insurance, as long as the employee reports evidence of such loss or damage to his or her immediate supervisor prior to the end of the shift during which it occurred.

- F. **Safety Equipment:** Safety equipment such as gloves, protecting glasses, dust masks, hard hats, safety vests, flashlights and/or lanterns, rain coats and rubber boots shall be provided. All items will be replaced when worn or damaged. One pair of safety lenses will be provided every two years, if deemed necessary by an optometrist.
- G. **Replacement of Tools:** The City will reimburse the Mechanic(s) for replacement costs of tools in the case of fire, theft, destruction or other loss when such tools are on the inventory of the individual Mechanic's tools previously supplied to the City.
- H. **Description of Heavy Equipment:**
1. Commercial Drivers' License
 2. Front End Loader
 3. Front End Loader/Backhoe
 4. Front End Load / Backhoe / Excavator or Motor grader
- This clause is to differentiate between regular and heavy equipment.
- I. **Supervisors Operating Equipment:** Supervisors will not operate equipment on non-working hours in lieu of call-out of appropriate personnel, except in cases of emergency.
- J. **Immunizations:** The City will pay the cost of the following immunizations: Hepatitis A, Hepatitis B, Influenza, Tetanus/Diphtheria and Pneumococcal Disease. Such immunizations will be administered only through the office of the County Health Nurse.
- K. **Commercial Drivers Licenses:** As a condition of employment you must obtain a CDL within one year of employment. The City shall pay the costs of the physical examinations required of said employees to obtain CDL's. The City will ensure that no out-of-pocket expense will be accrued by the employee in the renewal of the CDL

driver's license. The City will pay for the difference in cost between a regular driver's license and the type of CDL the employee acquires. All employees who possess a CDL are subject to random drug/alcohol testing pursuant to Federal regulations set forth in 49 CFR Part 382, 391, 392 and 395, as amended, and adopted by the City's Drug and Alcohol Testing Policy, June 24, 1997.

- L. **Safety Toed Boots:** The City will pay the price of safety toed boots up to \$200.00 pending receipt. This applies to not more than one pair of boots per year.

- M. **Foreman Pay:** When an employee is assigned by the Department Director the duty of acting as the lead worker, because of the absence of the lead worker, that employee will be paid the stipend that the lead worker receives, after that employee has completed that duty for more than one consecutive regular shift. Then that employee will receive that stipend for the time he or she has been assigned that duty.

- N. **Clothing Stipend:** Each employee will receive an annual clothing allowance of \$150.00 on a separate check.

ARTICLE 16 - HEALTH, SAFETY AND WELFARE

- A. **Industrial Accident Insurance:** The City shall carry Industrial Accident Insurance on all employees. Employees must report in writing all personal injuries received in the course of employment not later than 24 hours from the injury. The City will ensure that First Aid Kits are maintained in each work area.

- B. **Health Insurance:** The City shall contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.

- C. **Unemployment Insurance:** The City shall make all the necessary arrangements to ensure that all employees covered by this Agreement will be covered with Unemployment Insurance.

- D. **Safety Committee:** The City will maintain a safety committee in accordance with the Montana Safety Culture Act and shall take reasonable steps to correct identified hazards.

ARTICLE 17 - JOB POSTING

- A. **Posting:** When the City intends to permanently fill a vacant or newly created nonseasonal bargaining unit position, if no individual on layoff status or transfer is available, the City will deliver to the Union Secretary and post the following information for at least five (5) working days on bulletin boards normally used for employee postings:
- a. The location and title of the position
 - b. The wage
 - c. The minimum qualifications
 - d. The starting date
 - e. Assigned hours and days of work
 - f. The deadline for applying
 - g. If the position is temporary the anticipated length
 - h. With whom the application must be filed
- B. **Transfers:** Any open position will be eligible for voluntary transfer first, if no employee requests transfer in five (5) working days the position will be open to the public. An employee may at any time request in writing a transfer to any position. In the event the City grants the transfer, the employee will serve a probationary period of 520 actual hours of work in that new position. Should the City determine within the probationary period that the employee has failed to perform satisfactorily, he or she shall be returned to his or her former position and former pay and the newly hired employee will be laid off.
- C. **Seasonal Employees:** A position shall be deemed "seasonal" if it lasts not longer than four months in a calendar year. Unless the employee was dismissed, the City shall offer a seasonal position to the individual who held that position in the previous year. If the previous employee does not accept the offer by the end of the fifth calendar day of

the making of the offer, the position shall be subject to the other sections of this Article. The City will not change permanent positions to seasonal.

- D. **Short-term Employees:** A position shall be deemed "short-term" if it lasts not longer than four months in a calendar year. Unless the employee was dismissed, the City shall offer a short-term position to the individual who held that position in the previous year. If the previous employee does not accept the offer by the end of the fifth calendar day of the making of the offer, the position shall be subject to the other sections of this Article. The City will not change permanent positions to short-term.

- E. **Hiring:** Non-probationary employees in the bargaining unit may apply and shall be given preference for any posted bargaining unit position. The City will recognize seniority, qualifications and work history in awarding positions. The City may hire an external applicant only if he or she is substantially more qualified than any internal applicant, in which case one internal applicant may file a grievance alleging that he or she should have been awarded the position. If the City awards a position to a less senior internal applicant, one more-senior applicant may file a grievance alleging that he or she should have been awarded the position. If qualifications include possession of a high school diploma and if qualifying experience is allowed as a substitute for education, it shall be considered an equivalent.

ARTICLE 18 - CONTRACTING & SUBCONTRACTING OF PUBLIC WORK

The Union recognizes that the City 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 City. The right to contract or subcontract shall not be used for the purpose or intention of contracting out any public work being performed by the City to undermine the Union, nor to discriminate against any employee because of Union activities.

ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE

- A. **Grievance:** An employee may file a grievance in accordance with the time limits established herein when he or she feels that a provision of this Agreement has been

violated or misapplied and after first attempting to resolve the matter informally with the immediate supervisor. Grievances shall be filed and appealed using the form provided as Addendum C. Allegations of the violation of a statute or regulation shall be processed under the procedure provided by such statute or regulation, and not through this procedure.

- B. **Stewards & Grievance Committee:** Employees selected by the Union as Union representatives shall be known as "Stewards." The name of at least three employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the City by the local Union. The individuals so certified shall constitute the Union Grievance Committee. A Grievance Committee chairman shall be selected or elected by the Union members. Grievance Committee members may process grievances during working hours without loss of pay, with prior notice to the City. Union Representatives from the council or international level may be called in to assist any step during a grievance.
- C. **Time limits are critical.** Departure from the established procedure by the Union or any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the City at any step shall allow the grievant or the Union to process the grievance to the next step of the grievance procedure under the established time limits. Time limits may be modified by written agreement.
- D. **Procedure:**
- Step 1:* Any employee who feels he or she has a grievance shall, after attempting to settle the matter informally, report it to a Steward not later than 10 calendar days of the event giving rise to the grievance, to a designated Steward. The Steward, with or without the employee present, shall present the grievance to the Mayor or his/her designee not later than five working days from receipt of the grievance. The Mayor or designee shall respond in writing to the Steward not later than five working days from receipt of the grievance.
- Step 2:* If the Union is not satisfied with the Mayor's response, it shall not later than twenty calendar days submit the grievance in writing to the City Council,

which will hear the matter at the next regular meeting for which the matter can be placed on the agenda. The Council shall respond in writing to the Union not later than 10 calendar days following its next regular meeting.

Step 3: Arbitration:

1. If the Union is not satisfied with the response from the City Council, the Union may appeal the grievance to final and binding arbitration by giving the Mayor written notice not later than ten calendar days of receipt of the Council's response. The Union shall petition the Board of Personnel Appeals for a list of seven potential arbitrators to be delivered to the Union and the Mayor or his/her designee. The parties shall then toss a coin to determine the order of striking names, which process shall result in one name being left who shall be the arbitrator. The Union shall notify the Board of the name of the arbitrator chosen.
2. The parties will work with the elected arbitrator to schedule a hearing date, or to arrange for an alternate system of presenting the issue. Each party shall be responsible for its own costs, except if both parties request a transcript in which case they will split the costs, just as the fees and expenses of the arbitrator shall be split between the parties.
3. Not less than 20 calendar days before the arbitration hearing, the arbitrator will decide all arbitrability issues filed to that date.
4. The arbitrator shall have no authority to add to, subtract from or otherwise alter the terms of this Agreement. The arbitrator shall issue his or her decision in writing to each party not later than thirty calendar days of the close of the hearing or the submission of post hearing briefs.
5. Should an employee or the Union file the subject of an active grievance into another arena, the grievance shall be deemed null and void. However, from the point the matter is submitted to arbitration, the Union and employee shall be barred from filing the matter into another arena.

ARTICLE 20 - MANAGEMENT RIGHTS

Management retains the right to manage, direct, and control functions in all particulars except as limited by the terms of this Agreement, or state law. Such rights shall include, but not be

limited to:

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
4. Maintain the efficiency of government operations;
5. Determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. Establish the methods and processes by which work is performed.

ARTICLE 21 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by a court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 22 - STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that there shall not be any strikes, slowdowns, sympathy strikes, interference in the operations of the City, and the City agrees that there shall not be any lockouts.

ARTICLE 23 - TERM, AMENDMENTS AND MODIFICATIONS OF BASIC AGREEMENT

This Agreement shall be for a period effective as of July 1, 2020, and shall continue in full force and through June 30, 2022 and from year to year thereafter unless either party gives written notice of its desire to modify, amend or terminate this Agreement to the other party not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates.

In Witness Whereof, the parties hereto, acting by and through their respective and authorized officers and representatives, have hereto executed.

FOR THE CITY OF MILES CITY:

FOR THE AMERICAN FEDERATION OF
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO LOCAL NO. 283A

Date Ratified: _____

Date Ratified: _____

Mayor

President, Local 283A

City Clerk

Vice President, Local 283A

Secretary/Treasurer, Local 283A

Field Representative

Montana Council #9 AFSCME AFL-CIO

Executive Director

Montana Council #9 AFSCME AFL-CIO

ADDENDUM "A"
283A WAGE MATRIX
EFFECTIVE 7/01/2020 THROUGH 6/30/2022

| PUBLIC WORKS AND PUBLIC UTILITIES | | | | | |
|---|-------------------|-----------|------------|-------------|-------------|
| Employed Prior to 7/01/2018 | | | | | Base Wage |
| Foreman | N/A | N/A | N/A | N/A | \$ 23.77 |
| Heavy Equipment Operator - Employed Prior to 7/01/2018 | N/A | N/A | N/A | N/A | \$ 20.57 |
| HEO - Customer Service | N/A | N/A | N/A | N/A | \$ 20.57 |
| HEO - Mechanic | N/A | N/A | N/A | N/A | \$ 20.90 |
| Mechanic | N/A | N/A | N/A | N/A | \$ 21.84 |
| Employed After 7/01/2018 | | | | | |
| | Probationary Wage | 7th Month | 61st Month | 121st Month | 181st Month |
| HEOI -CDL | \$ 15.15 | \$ 16.11 | \$ 16.75 | \$ 17.39 | \$ 18.03 |
| HEOII - Front End Loader | N/A | \$ 16.39 | \$ 17.22 | \$ 17.86 | \$ 18.88 |
| HEOIII - Loader/Backhoe | N/A | \$ 16.68 | \$ 17.70 | \$ 18.71 | \$ 19.73 |
| HEOIV - Loader/Backhoe/Excavator or Motor grader | N/A | \$ 16.79 | \$ 18.05 | \$ 19.31 | \$ 20.57 |
| Foreman | N/A | N/A | \$ 21.63 | \$ 22.70 | \$ 23.77 |
| Laborer | \$ 15.15 | \$ 15.83 | \$ 16.33 | \$ 16.85 | \$ 17.18 |
| Mechanic | \$ 15.15 | \$ 17.38 | \$ 19.05 | \$ 20.73 | \$ 21.84 |
| Seasonal Laborer - 1st Year - Probation | \$ 11.00 | N/A | N/A | N/A | N/A |
| Seasonal Laborer - 2nd Year | N/A | \$ 11.31 | N/A | N/A | N/A |
| Seasonal Laborer - 3rd Year | N/A | \$ 11.63 | N/A | N/A | N/A |
| Seasonal Laborer - 4th Year | N/A | \$ 12.60 | N/A | N/A | N/A |
| WATER/WASTEWATER TREATMENT PLANTS - PUBLIC UTILITIES | | | | | |
| Employed in this position prior to 7/01/2018 | | | | | Base Wage |
| Water/Wastewater (1st 6 Months of Initial Employment) Probation | N/A | N/A | N/A | N/A | \$ 16.93 |
| Water/Wastewater Operator Probationary (After 6 months initial employment probation) -1st test passed | N/A | N/A | N/A | N/A | \$ 20.25 |
| All DEQ requirements have been met | N/A | N/A | N/A | N/A | \$ 20.25 |
| Dual Certification Received (both DEQ tests passes and experience requirements met) | N/A | N/A | N/A | N/A | \$ 21.93 |
| Shift Differential - Weekend | N/A | N/A | N/A | N/A | \$ 0.25 |
| Employed After 7/01/2018 but Prior to 7/01/2020 | | | | | |
| | Probationary Wage | 7th Month | 61st Month | 121st Month | 181st Month |
| Water/Wastewater (1st 6 Months of Initial Employment) Probation | \$ 16.16 | N/A | N/A | N/A | N/A |
| Water/Wastewater Operator Probationary (After 6 months initial employment probation) | N/A | \$ 17.10 | N/A | N/A | N/A |
| Water /Water Treatment Operator Requires DEQ Test Passed | N/A | \$ 17.93 | \$ 18.76 | N/A | N/A |
| Water/Wastewater All DEQ testing requirements met | N/A | N/A | \$ 19.67 | \$ 20.26 | \$ 21.42 |
| Dual Certification Received (both DEQ tests passed and experience requirements met) | N/A | N/A | \$ 20.18 | \$ 20.77 | \$ 21.93 |
| Shift Differential - Weekend | \$ 0.25 | \$ 0.25 | \$ 0.25 | \$ 0.25 | \$ 0.25 |
| Employed in this position after 7/01/2020 | | | | | |
| | Probationary Wage | 7th Month | 61st Month | 121st Month | 181st Month |
| Water/Wastewater (1st 6 Months of Initial Employment) Probation | \$ 16.16 | N/A | N/A | N/A | N/A |
| Water/Wastewater Operator Probationary (After 6 months initial employment probation) | N/A | \$ 17.10 | N/A | N/A | N/A |
| Water /Water Treatment Operator Requires DEQ Test Passed | N/A | \$ 18.31 | \$ 18.90 | \$ 19.48 | \$ 20.64 |
| Water/Wastewater All DEQ testing requirements met | N/A | \$ 18.92 | \$ 19.50 | \$ 20.09 | \$ 21.25 |
| Dual Certification Received (both DEQ tests passed and experience requirements met) | N/A | \$ 19.59 | \$ 20.18 | \$ 20.77 | \$ 21.93 |
| Shift Differential - Weekend | \$ 0.25 | \$ 0.25 | \$ 0.25 | \$ 0.25 | \$ 0.25 |

ADDENDUM "A"
283A WAGE MATRIX
EFFECTIVE 7/01/2020 THROUGH 6/30/2022

| STIPENDS - ADDED TO TOTAL HOURLY WAGE W/DIRECTOR APPROVAL OR CERTIFICATION | Stipend | Stipend | Stipend | Stipend | Stipend |
|---|-------------------|-----------|------------|-------------|-------------|
| Mechanic - Tool Stipend | \$ 0.35 | \$ 0.35 | \$ 0.35 | \$ 0.35 | \$ 0.35 |
| Pesticide & Arborist Certification | \$ 0.35 | \$ 0.35 | \$ 0.35 | \$ 0.35 | \$ 0.35 |
| Competant Operator - Paid when testing for Heavy Equipment Compentancy | \$ 0.35 | \$ 0.35 | \$ 0.35 | \$ 0.35 | \$ 0.35 |
| Distribution Certification | \$ 0.35 | \$ 0.35 | \$ 0.35 | \$ 0.35 | \$ 0.35 |
| LIBRARY | | | | | |
| Employed Prior to 7/01/2018 | | | | | Base Wage |
| Acquisitions/Cataloging/Circulation Librarian | N/A | N/A | N/A | N/A | \$ 17.37 |
| Circulation Interlibrary Loan | N/A | N/A | N/A | N/A | \$ 18.18 |
| Children's Librarian | N/A | N/A | N/A | N/A | \$ 18.18 |
| Librarian | N/A | N/A | N/A | N/A | \$ 17.37 |
| Employed After 7/01/2018 | Probationary Wage | 7th Month | 61st Month | 121st Month | 181st Month |
| Acquisitions/Cataloging/Circulation Librarian | \$ 15.15 | \$ 15.89 | \$ 16.44 | \$ 17.00 | \$ 17.37 |
| Circulation Interlibrary Loan | \$ 15.15 | \$ 16.16 | \$ 16.92 | \$ 17.68 | \$ 18.18 |
| Children's Librarian | \$ 15.15 | \$ 16.16 | \$ 16.72 | \$ 17.27 | \$ 18.18 |
| Librarian | \$ 15.15 | \$ 15.89 | \$ 16.44 | \$ 17.00 | \$ 17.37 |
| WATER/WASTEWATER BILLING | | | | | |
| Employed Prior to 7/01/2018 | | | | | Base Wage |
| Utility Billing Clerk | N/A | N/A | N/A | N/A | \$ 16.13 |
| Assistant Utility Billing Clerk | N/A | N/A | N/A | N/A | \$ 16.54 |
| Employed After 7/01/2018 | Probationary Wage | 7th Month | 61st Month | 121st Month | 181st Month |
| Utility Billing Clerk | \$ 14.14 | \$ 14.94 | \$ 15.54 | \$ 16.14 | \$ 16.54 |
| Assistant Utility Billing Clerk | \$ 14.14 | \$ 14.81 | \$ 15.30 | \$ 15.90 | \$ 16.13 |
| PUBLIC WORKS AND PUBLIC UTILITIES | | | | | |
| Employed Prior to 7/01/2018 | | | | | Base Wage |
| Administrative/Building Code Assistant | N/A | N/A | N/A | N/A | \$ 19.94 |
| Employed After 7/01/2018 | Probationary Wage | 7th Month | 61st Month | 121st Month | 181st Month |
| Administrative/Building Code Assistant | \$ 16.16 | \$ 17.43 | \$ 18.36 | \$ 19.31 | \$ 19.94 |
| CITY COURT | | | | | |
| Employed Prior to 7/01/2018 | | | | | Base Wage |
| City Court Clerk | N/A | N/A | N/A | N/A | \$ 17.31 |
| Deputy City Court Clerk | N/A | N/A | N/A | N/A | \$ 17.31 |
| Employed After 7/01/2018 | Probationary Wage | 7th Month | 61st Month | 121st Month | 181st Month |
| City Court Clerk | \$ 14.14 | \$ 15.20 | \$ 15.99 | \$ 16.79 | \$ 17.31 |
| Deputy City Court Clerk | \$ 14.14 | \$ 14.97 | \$ 15.58 | \$ 16.20 | \$ 16.61 |

Increase in Wage
181st Month - Probationary = Difference/4 steps
Probation + Difference = 1st Step
1st Step + Difference = 2nd Step
2nd Step + Difference = 3rd Step
3rd Step + Difference = 4th Step

Addendum "B"

Heavy Equipment Operator Program

The City's Heavy Equipment Operator Program recognizes previous equipment experience, provides for the training of new operators and includes a means of objectively evaluating all operators. HEO qualification into 4 equipment categories as follows:

| | <u>Maximum Base Pay</u> |
|--|-------------------------|
| HEOI Commercial Driver's License | \$18.03 |
| HEOII Front End Loader | \$18.88 |
| HEOIII Front End Loader / Backhoe | \$19.73 |
| HEOIV Front End Loader / Backhoe / Excavator or Motor grader | \$20.57 |

There will be a training and evaluation form (example attached) associated with each piece of equipment. The form will include the most common tasks a city operator will be required to perform throughout the year under normal working conditions for each piece of equipment. The form will be used to document training, note deficiencies, make recommendations and validate promotions to each operator category.

Once a qualified person/trainer has verified that an operator can safely and competently perform all the required tasks for a piece of equipment, they will recommend to the applicable Department Director that the operator be promoted to the appropriate HEO category.

Employees hired prior to July 1, 2018 who have not been promoted to HEO will fall under the pay scale of the of HEOIV at the maximum base pay. All individuals hired after ratification of the 2018/2019 CBA will fall under the new HEO pay categories.

The training and documentation part of the program will be implemented to provide a fair and objective means of evaluating abilities, training and provide a means of documenting training as required by the Montana Department of Labor and Industry.

Addendum "B"
Heavy Equipment Operator Program
Evaluation Sheet
Front End Loader

Operator Name: _____

| |
|---|
| Initial Training |
| Read Operators Manual |
| Location & Function of Safety Devises/Equipment |
| Walk Around Inspection |
| Critical Wear Areas |
| Daily Lubrication / Maintenance Checks |

| Competent | |
|-----------|----|
| Yes | No |
| | |
| | |
| | |
| | |
| | |

| Competent Operator | |
|--------------------|-----------|
| Date | Signature |
| | |
| | |
| | |
| | |
| | |

| |
|---|
| Specific Task Training |
| Push up spoils piles, sweepings, snow piles etc. |
| Needs more training |
| Competently performs tasks |
| Hours this session |
| Comments |
| Load Trucks |

| | | |
|------|--|--|
| Hrs. | | |
| | | |

| | |
|--|--|
| | |
| | |

| |
|----------------------------|
| Dirt Bucket |
| Needs more training |
| Competently performs tasks |
| Hours this session |
| Comments |

| | | |
|------|--|--|
| Hrs. | | |
| | | |

| | |
|--|--|
| | |
| | |

| |
|----------------------------|
| Snow bucket |
| Needs more training |
| Competently performs tasks |
| Hours this session |
| Comments |

| | | |
|------|--|--|
| Hrs. | | |
| | | |

| | |
|--|--|
| | |
| | |

| |
|--|
| Operate around asphalt recycler preparing asphalt |
| Needs more training |
| Competently performs tasks |
| Hours this session |
| Comments |

| | | |
|------|--|--|
| Hrs. | | |
| | | |

| | |
|--|--|
| | |
| | |

| |
|---|
| Cut, level , backdrag and prep with bucket |
| Needs more training |
| Competently performs tasks |
| Hours this session |
| Comments |

| | | |
|------|--|--|
| Hrs. | | |
| | | |

| | |
|--|--|
| | |
| | |

| |
|--|
| Operate snow blower / Forks / Stinger |
| Needs more training |
| Competently performs tasks |
| Hours this session |
| Comments |

| | | |
|------|--|--|
| Hrs. | | |
| | | |

| | |
|--|--|
| | |
| | |

| |
|----------------------------|
| Cut snow & Ice |
| Needs more training |
| Competently performs tasks |
| Hours this session |
| Comments |

| | | |
|------|--|--|
| Hrs. | | |
| | | |

| | |
|--|--|
| | |
| | |

HEO Certification

Operator's Signature _____
 Competent Operator/Trainer Signature _____
 Department Director Signature _____

Date: _____
 Date: _____
 Date: _____

Addendum "C"
Grievance Report Form

GRIEVANCE REPORT FORM

Miles City, MT

283-A Bargaining Unit

Page 1 of 2

Grievant: _____

Date of Grievance: _____

STATEMENT OF GRIEVANCE:

A. _____

Contract Provision Violated:

B. _____

Contract Provision Violated:

C. _____

Contract Provision Violated

use additional sheets if necessary

ACTION OR RELIEF REQUESTED: {A, B & C correspond to same above}

A. _____

B. _____

C. _____

Grievant's Signature: _____

Date given to Mayor: _____

MAYOR'S RESPONSE:

A. _____

B. _____

C. _____

Mayor's Signature: _____

Date given to Grievant: _____

Addendum "C"
Grievance Report Form

Grievant: _____

Date of Grievance: _____

GRIEVANTS RESPONSE:

A. _____

B. _____

C. _____

Grievant's Signature: _____

Date given Council Chair: _____

COUNCIL'S RESPONSE:

A. _____

B. _____

C. _____

Council Chair's Signature: _____

Date given to Grievant: _____



CITY OF MILES CITY

Res 4357

Agenda Item # 15
Council Meeting Date: August 25, 2020
Council Agenda Report

Item: Labor Agreement between the City of Miles City and the Miles City Police Department AFSCME Local No. 283-B

From: John Hollowell, Mayor

Initiated By: Mayor's Office/AFSCME Local 283B – Police Department

Presented By: John Hollowell, Mayor

Action Requested: Ratification of the Proposed Collective Bargaining Agreement with the AFSCME Local 283B - Police

Suggested Motion:

1. Councilperson moves:
"I move that the City Council approve the labor agreement between the City of Miles City and the AFSCME Local #283B, and authorize the Mayor to execute the agreement."
2. Mayor calls for a second, City Council Discussion, public comment, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Council approve the labor agreement between the City of Miles City and the AFSCME Local #283B.

Background:

The current Collective Bargaining Agreement (CBA) with the Miles City Police and Dispatch Officers expired on June 30, 2020 (prior contract term was July 1, 2019 through June 30, 2020). The two parties met on July 28, 2020.

Please find below a summary detailing changes to the proposed agreement.

Summary of Changes

Agreement Term: 1 Year – July 1, 2020 – June 30, 2021

Changes from the previous agreement include:

Article 3 – Revised language to comply with the Janus v AFSCME decision by the United States Supreme Court. Language as follows:

The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, and dues. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

- A. New Employee Orientation: The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall be provided with the name of the employee and his/her duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the union.**

Article 5 B.1.b – Revised shift bidding. Language as follows:

- a. *Bidding:* Shifts for the following year will be bid on no later than November 30th. Shifts will be bid by seniority. Two Officers shall be assigned and work on each shift. Patrol Officer positions exclude Officers in special assignments and Administrators. To cover a shift shorted by the absence of an Officer in a short notice situation, the City may temporarily move an Officer to cover that shift. Short notice situation is defined as sick time coverage or emergency call out. Officers will not be made to work a different shift other than what they bid on, in long term circumstances. Long term shall be defined as more than one week. If overtime is required to cover a shorted shift, to the extent practical the most senior Officer shall be given the right of first refusal. Sergeants will schedule Patrol Officers.**

Article 6.B & C – Moved language to Addendum A of CBA. Renumbered item D to B. Sole officer language was deleted.

Article 7.B.5-7 – Revised language regarding vacation bidding. Language as follows:

- 5. Vacation bidding for Police Officers for the following calendar year will begin as soon as shift bidding for the year has been completed as stated in Article 5, Section B, subsection b of this agreement. Vacation will be bid in rounds by seniority**
- 6. Vacations for Dispatchers shall be arranged by the Dispatch Supervisor in accordance with Article 7, Section B, subsections 1-3 of this agreement. Any conflict in vacation requests shall be resolved by seniority.**
- 7. Vacations for all other employees, not covered in Subsection 5-6 shall be determined the Chief of Police in accordance with Article 7, Section B, subsection 1-3 of this agreement.**

Article 7.B.3 – Deleted current language regarding vacation bidding. Added language to allow scheduling short periods of vacation easier outside of the annual primary vacation bidding.

Article 8.C – Language added to include twelve-hour shifts worked by dispatchers for holiday pay.

Article 9.C – Language changes to be determined.

Article 10.A.1 & 2 B.1.b – Schools and Pistol Qualification revised language. Language as follows:

A. Pistol Qualifications:

- 1. Police Officers will be expected to attend, as scheduled, the Department Semi-annual Pistol Qualifications.**
- 2. Officers will be scheduled for pistol qualifications while on-duty or off-duty. Officers off-duty who are required to report to pistol qualifications will be compensated at a rate of time and one-half the employee's rate of pay and shall be for a period of not less than two hours. Officer's off-duty may also elect to receive compensatory time for time spent qualifying in lieu of the time and one-half rate of pay. All officers will be required to qualify. Scores shall be kept by the firearm's instructor.**

B. Schools and other trainings:

- 1. The employees are free to attend and participate in all school and training sessions sanctioned by the Montana Law Enforcement Academy at which their attendance is ordered by the Chief of Police or his/her designate. Attendance at such schools shall not be required if such attendance would create an undue hardship on such employee; for example, a night shift employee being required to attend an all-day training session after coming off shift.**

Article 11 – Performance Evaluations - Article added. Remaining Articles of CBA renumbered. Language as follows:

Performance Evaluations: Evaluations shall be conducted by Sergeants or members of Command annually. Sergeants will not evaluate other Sergeants. Members tasked with evaluating Officers must attend a training pertaining to performance evaluations. The training must be mutually acceptable for both the City and the Collective Bargaining Unit.

14.B.2 – Promotional Procedures – Scoring changed. Language as follows:

- | | |
|---|--------------|
| 1. Structure Interview | 20pts |
| 2. Experience (1 year prior law enforcement = 2 pts) | 20pts |
| 3. Seniority within Department (1 year = 1 pt max 5 pts) | 5pts |
| 4. Evaluations | 25pts |
| 5. Secondary Education (Associates 2pts, Bachelor 4pts, Masters 6pts) | 6pts |
| 6. Assumption of additional duties for the Department on and/or off duty | 5pts |
| 7. Post Certificates (Intermediate 2pts, Advanced 4pts) | 4pts |

8. Written Examination

15pts

Changes to Addendum A – Wages:

Longevity schedule was changed to reflect months of service.

Shift Supervisor language was added and reads:

7. **Shift Supervisors:** When a shift is assigned two or more Officers, the Officer with the most seniority shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.

Officers who have been designated the Shift Commander, shall be compensated at a rate of \$0.75 per hour.

Alternatives:

The City Council could reject the proposed changes and direct the Mayor to continue collective bargaining.

RESOLUTION NO. 4357

A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE MILES CITY POLICE DEPARTMENT LOCAL NO. 283-B UNION.

WHEREAS, the City of Miles City (“City”) and the Miles City Police Department Local No. 283-B of the American Federation of State, County and Municipal Employees (“Local 283B”) have negotiated and desire to enter into a new collective bargaining agreement (CBA), which covers certain City employees who work for the City;

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

1. The Collective Bargaining Agreement between the City of Miles City and the Local 283-B, attached hereto as Exhibit “A” and made a part hereof, is hereby approved and adopted by the City Council of the City of Miles City.
2. The Mayor of the City of Miles City is hereby authorized and empowered to execute the same, and to bind the 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 25th DAY OF AUGUST, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

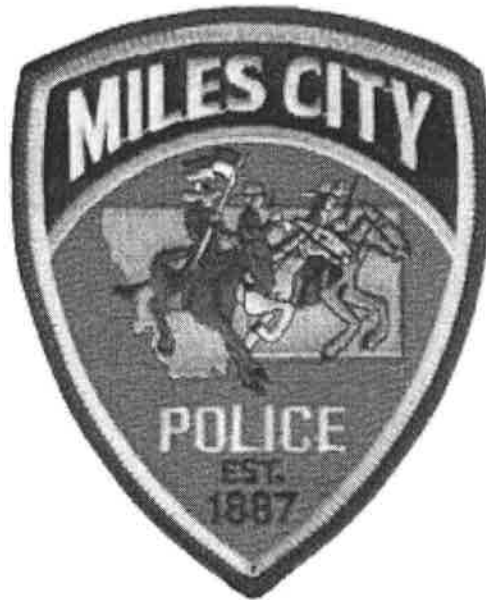
EXHIBIT "A"

**COLLECTIVE BARGAINING
AGREEMENT**

between

**CITY OF MILES CITY
and**

**MILES CITY POLICE DEPARTMENT
AFSCME LOCAL 283B**



July 1, 2020 through June 30, 2021

ARTICLE 1 – RECOGNITION

A. Recognition of Exclusive Representative:

1. *Recognition:* In accordance with the Act, the City recognizes the Union as the exclusive representative of the appropriate unit employed by the City, which the exclusive representative shall have those rights and duties as prescribed by the Act and this Agreement.
2. *Appropriate Unit:* The exclusive representative shall represent members of the appropriate unit which shall consist of all Sworn Police Officers below the rank of Lieutenant, Dispatchers except the Dispatch Supervisor, and Animal Control Officer; but shall exclude temporary and short-term employees.

B. Union Leave and Communications:

1. *Union Leave:* Employees who are elected or appointed representatives may in the City's sole discretion be granted not more than five days of leave without pay or, at the employee's option, with use of accrued leave, to attend state, regional and national meetings and conventions directly related to the business of the exclusive representative.
2. *Union Bulletin Board:* The City shall provide reasonable bulletin board space for use of the Union in communicating with its members. There shall be no posting of inflammatory materials.

ARTICLE 2 - CITY RIGHTS

- A. **Inherent Managerial Rights:** The exclusive representative recognizes that the City is not required to and is not permitted to meet and negotiate on matters of managerial prerogative, which include but are not limited to the following: directing employees; hiring, promoting, transferring, assigning and retaining employees; relieving employees from duties because of lack of work or funds or under conditions where continuations of such work be inefficient and non-productive; maintaining the efficiency of government operations; determining the efficiency of government operations; determining the methods, means, job classifications, and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the Police Department in situations of emergency; and establishing the methods and processes by which work is performed. The exclusive representative further agrees that all management rights, functions and prerogatives, not expressly delegated in the Agreement, and are reserved to the City.
- B. **Effect of Laws, Rules and Regulations:** The parties recognize that all employees covered by this Agreement shall perform the duties and services prescribed by the City. The parties also recognize the right, obligation and duty of the City Council and its duly designated officials to promulgate rules, regulations, directives, and orders so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the City, all employees covered by the Agreement and all provisions of this Agreement are subject to the laws of the State of Montana, Federal Laws, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.
- C. **Law Enforcement:** The Police Department is subject to the regulations of the Montana Code Annotated (MCA), Chapter 32, Title 7 Part 41 Municipal Police Force. Should any provision of this Agreement be found to be in conflict with said MCA, then the MCA will control.

ARTICLE 3 - UNION SECURITY, RIGHTS AND PROHIBITIONS

The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, and dues. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

- A. **New Employee Orientation:** The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall be provided with the name of the employee and his/her duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the union.
- B. **Statutory Rights/Inquiries:** The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-32-201, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.
- C. **Religions Exemption:** Employees wishing to exercise their rights of non-association with the Union on religious grounds shall do so pursuant to the provisions of 39-31-204, MCA
- D. **Union Negotiations:** It is recognized that employees representing the Union for the purpose of negotiations are acting on behalf of the Union and its members and not in their capacity as employees of the City.
- E. **Use of Conference Room:** The Union shall be allowed to use the Officer's Room/Locker Room or the EOC room for one meeting per month. Such meeting shall be scheduled when the facility is available and so as not to interfere with the operations of the City. All on-duty employees shall be allowed to attend said meeting, but shall be on call during such meeting.
- F. **Union Visitation:** With the exceptions of the above monthly meeting, the authorized representatives of the Union shall not visit the work area of the employees and shall not confer with employees on employment-related or Union related matters while such employees are on duty, unless prior authorization from the Chief of Police or his/her designee, has been obtained. Union representatives may confer with on duty employees outside of the work area and police vehicles during such employee's coffee breaks or meal breaks. An employee has the right to request Union representation when the City interviews an employee and when the employee has reason to believe that the information gained may be used against him or her. The exercise of this right shall be governed by Weingarten and its progeny.
- G. **Janitorial Duties:** Except in case of an emergency and as an element of a light duty assignment, employees shall not be required to perform janitorial duties.

ARTICLE 4 - PROHIBITED PRACTICES

- A. **Treatment of Union Members:** No employee shall be favored or discriminated against, either by the Union or the City because he/she maintains or terminates membership in the Union, holds any office in the Union, bargains for the Union, files a grievance, or for any other form of lawful concerted activity.
- B. **Restraining and/or Coercing Employees:** The City and the Union and their agents are prohibited from restraining or coercing employees in the exercise of their rights to join or not to join the Union, to maintain or to terminate membership in the Union, or to individually present a grievance.
- C. **Other Labor Groups Prohibited:** The City will not aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union during the term of this Agreement.
- D. **Discrimination:** No person employed by, nor applicants for employment with the City, nor any applicant for Union membership shall be discriminated against because of race, religion, color, national origin, age, sex, marital

status, number of dependents, political affiliations, or Union membership or non-membership. Allegations of such shall be submitted to respective governmental agencies in accordance with their rules and procedures.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

A. **City Rights:** The City reserves the right to call individuals to work on their scheduled days off in the event such is necessary.

B. Police Officers:

1. *Work Day:*

- a. Except for emergencies and special assignments including School Resource Officer, Animal Control, and Drug Task Force assignment, the regular work day for Police Officers shall be divided into three equal ten-hour shifts:

| | |
|------------------|-------------------------|
| Day Shift: | 7:00 a.m. to 5:00 p.m. |
| Afternoon Shift: | 12:00 p.m. to 3:00 a.m. |
| Night Shift: | 9:00 p.m. to 8:00 a.m. |

The afternoon shift is any combination of 10 hours to adequately cover a shift.

- b. *Bidding:* Shifts for the following year will be bid on no later than November 30th. Shifts will be bid by seniority. Two Officers shall be assigned and work on each shift. Patrol Officer positions exclude Officers in special assignments and Administrators. To cover a shift shorted by the absence of an Officer in a short notice situation, the City may temporarily move an Officer to cover that shift. Short notice situation is defined as sick time coverage or emergency call out. Officers will not be made to work a different shift other than what they bid on, in long term circumstances. Long term shall be defined as more than one week. If overtime is required to cover a shorted shift, to the extent practical the most senior Officer shall be given the right of first refusal. Sergeants will schedule Patrol Officers.
- c. Unless duty intervenes, Officers may take a 30 minute rest break and a 30 minute meal break, as scheduled by the City.
2. *Work Week:* The work week shall begin each Sunday at 12:01 a.m., and shall continue for seven consecutive days. Officers shall normally work four-consecutive days, followed by three-consecutive days off. The City will establish a workweek for each Officer. Each Officer's workweek will consist of four consecutive shifts, all shifts will be consistent with guidelines of Article 5 Section B, Subsection 1a. All four shifts will be the same for each officer.

Except for a call back or meetings, when an Officer works on either the first or third day of his/her consecutive days off, all such time shall be at time and one-half the Officer's regular rate. When an Officer works the first two days, the last two days, or just the middle day, all such time worked will be at double the Officer's regular rate. When an Officer works all consecutive days off, work on the first day will be at time and one half and work on the second and third days will be at double time and one-half the Officer's regular rate. Days compensated in this manner shall not be subject to additional overtime pay under Section E of this Article.

3. The City may establish a distinct work week and compensation formula for School Resource Officer, Animal Control Officer, and Drug Task Force Officers, which shall provide approximately the same overall benefits as for other Officers. Required dress and other matters addressed by this Agreement may be different for such Officers.

C. Dispatchers:

1. *Shifts:* The City will establish a seven-day work week for each Dispatcher which shall attempt to avoid extended periods of work before days off, and shall so notify the Dispatcher. The regular work day for Dispatchers shall be divided into two equal, twelve-hour shifts:

| | |
|--------------|-------------------------|
| Day Shift: | 7:00 a.m. to 7:00 p.m. |
| Night Shift: | 7:00 p.m. to 7:00 a.m. |
| Mid Shift: | 11:00 a.m. to 9:00 p.m. |
2. Shifts will be bid by seniority every 3 months.
3. The shifts will consist of the following:
 - a. Day Shift 1/Night Shift 1
 - i. Week 1 & 3: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday.
 - ii. Week 2 & 4: (3) twelve hour shifts on Sunday, Wednesday and Thursday
 - b. Day Shift 2/Night Shift 2
 - i. Week 1 & 3: (3) twelve hour shifts on Sunday, Wednesday and Thursday
 - ii. Week 2 & 4: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday
 - c. Mid-Shift (overlap): Monday – Thursday (10) hour shifts 11:00 a.m. – 9:00 p.m.
4. If a vacancy were to occur during a rotation, shift bidding by seniority would need to take place to cover the vacancy for the remainder of the quarter.
5. *Other Schedules:* By mutual agreement, the City may implement alternate work schedules for Dispatchers.

D. Civilian Employees:

1. *Work Day:* Civilian employees shall normally work an eight-hour shift. Within the regularly scheduled shift, they shall receive a one-hour meal break and two 15 minute rest breaks.
2. *Work Week:* Civilian employees shall be scheduled on a seven-day work week, which normally includes five days of work and two days off. The City will attempt to schedule days off to be consecutive within each work period.

E. Overtime:

1. *Computation:*
 - a. Police Officers: All hours that an Officer works over 40 in any work week, shall be considered overtime.
 - b. Dispatchers: All hours that a Dispatcher works over 40 in any work week, shall be considered overtime.
 - c. Civilian Employees: All hours that a civilian employee works over 40 in any workweek, shall be considered overtime.

- d. Paid leaves shall be considered time worked for the purpose of calculating overtime.
- 2. *Authorization:* Except in cases of an emergency, all work which puts an employee in an overtime status shall be specifically approved by the Chief, Captain, Lieutenant, Sergeant, Shift Commander or Dispatch Supervisor in advance. Otherwise, an employee may be subject to the provisions of the discipline and discharge provisions of this Agreement.
- 3. *Meetings:* With the exception of firearms training, all mandatory meetings shall be appropriately compensated and at the statutory overtime rate if such puts an employee in to overtime status.
- 4. *Compensatory Time:* Prior to the end of each pay period, each employee shall designate on their time sheets if they elect overtime to be paid or credited to compensatory time for that particular pay period. Absent such an election, all overtime shall be paid.
 - a. *Compensatory Time Bank:* Police Officers may maintain a total of no more than 120 hours of compensatory time at any given time, and all other employees may carry no more than 120 hours of compensatory time at any given time.
 - b. *Compensatory Rate:* One hour of what would otherwise be overtime will be credited as one and one-half hours of compensatory time.
 - c. *Compensatory Use:* Employees may use compensatory time credits with the advance permission of the City, which use may be denied if the employee's absence would create an undue burden.
 - d. An employee may carry any or all compensatory time credits until the time he/she separates from the City, at which time all compensatory time hours shall be cashed out at the employee's rate of pay at the time of separation. The City may credit to compensatory time any time which would otherwise be overtime when such time is earned as a result of training.

Compensatory Yearly Cash Out: The City shall cash out any or all of an employee's accumulated compensatory time credits semi-annually with the November 30 and June 30 paydays. Employees shall be provided, by the Human Resources Department, a cash out slip stating number of hours available to cash out, employee must return the completed cash out slip stating the number hours the employee wishes to cash out to the Human Resources Department on the payroll cutoff date prior to the payday to receive pay out of compensatory hours.

- 5. *Records:* Each employee is responsible to submit reports, statements, etc., concerning an event during his/her previous tour of duty.

F. **Minimum Call Back:** When an employee is called back to work and such is not connected to the beginning or end of the employee's regular shift, all work performed during such period shall be at time and one-half the employee's regular rate and shall be for a period of not less than two hours. All work assigned during such period shall be related to the particular purpose of the call back.

ARTICLE 6 – SALARIES

A. **Wage/Salary Schedule:** Compensation to be paid by the City to the employees in the bargaining unit during the period of this Agreement, subject to the expressed provisions of Article 17 of this Agreement, are set forth in Addendum "A" attached hereto and by reference made part of this Agreement. The City agrees to deduct the following items from the paycheck of each employee:

- a. Federal Income Tax

- b. State Income Tax
- c. Union Dues
- d. Savings Bonds, Credit Union Deductions, etc. (optional by each employee)
- e. Police Pension
- f. Health Insurance

- B. Shift Supervisors:** When a shift is assigned two or more Officers, one shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.
- C. Sole Officer:** When an Officer under the rank of Sergeant works as the sole line Officer, he/she shall be compensated the difference between his/her regular pay and what he/she would have been paid if he/she had attained the rank of Sergeant.
- D. Pay Periods:** When agreed by all other bargaining units, the City may change the pay periods to begin at 12:00 midnight on a Friday and ending two calendar weeks later. Except in the case of an emergency, pay checks covering such period shall be issued not later than the Wednesday following each pay period.

ARTICLE 7 - LEAVES OF ABSENCE

A. Sick Leave:

1. Sick leave shall be allowed as provided by Section 2-18-618, MCA. An employee is deemed to be a permanent full-time employee beginning upon completion of his/her one-year probationary period. Sick leave with pay shall be allowed an employee who is absent for any of the following reasons:
 - a. Because of and during illness or injury incapacitating the employee to perform his/her work; or
 - b. Because of illness, death or injury in the "immediate family" requiring the attendance of the employee.
 - c. Five days in the event of a death in any one instance. This does not include necessary travel time to the location of death or services.
 - d. The Chief of Police may extend beyond five days of the maximum sick leave for illness, death or injury in the "immediate family".
 - e. Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, and household dependents of the employee and spouse in a like degree.
 - f. Sick leave may also be used for absence for dental, optical care, or treatment of medical examination. The Chief of Police may, if there is a reason to believe that abuse of sick leave exists, require a medical verification for such absences.
2. Illness that occurs during an employee's vacation may be charged off to sick leave. A written medical verification of proof of illness during vacation will be required to charge to sick leave.
3. In the event of an injury occurring during a regularly scheduled tour of duty, sick leave will be granted during recovery time. Employees shall have the option of using sick leave or industrial accident.
4. Abuse of sick leave is grounds for dismissal as provided by Section 2-18-618 (8), MCA

B. Annual Vacation:

1. Vacation shall be accrued in accordance with Sections 2-18-611 through Section 2-18-617, MCA
2. Vacations shall be arranged or be caused to be arranged in accordance with Montana Codes Annotated 2-18-616. Vacation time of employees not covered by this Agreement shall not affect this schedule.
3. Vacation time may be taken on a split-vacation basis. If the City approves a split vacation for a senior employee, no employee holding less seniority shall suffer the loss of his/her first choice because of the second half of the senior employee's vacation choice.
4. Vacations must be approved by the Chief of Police considering the necessity to maintain sufficient workers in the Department to meet the needs of the public.
5. Vacation bidding for Police Officers for the following calendar year will begin as soon as shift bidding for the year has been completed as stated in Article 5, Section B, subsection b of this agreement. Vacation will be bid in rounds by seniority
6. Vacations for Dispatchers shall be arranged by the Dispatch Supervisor in accordance with Article 7, Section B, subsections 1-3 of this agreement. Any conflict in vacation requests shall be resolved by seniority.
7. Vacations for all other employees, not covered in Subsection 5-6 shall be determined the Chief of Police in accordance with Article 7, Section B, subsection 1-3 of this agreement.

C. **Emergency Leave:** An employee may be granted a leave at the discretion of the Chief of Police of no more than one day per year, non-cumulative. The day is deducted from sick leave for emergency situations that arise requiring the employee's personal attention, which is not covered under other provisions of this Agreement.

D. Medical Leave:

1. An employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available shall, upon request, be granted a medical leave of absence, without pay, up to six months. The City may, in its sole discretion, renew such leave.
2. A request for leave of absence or renewal thereof under this Section shall be accompanied by a doctor's written statement outlining the conditions of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

E. **Leave Without Pay:** A leave of absence without pay may be granted at the sole discretion of the City upon written request by the employee. The request shall state the reason for the leave and the approximate length of time off the employee desires, up to 12 months. This leave may be extended at the discretion of the City.

F. **Military Leave:** Any permanent employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps for forces of the United States Army, Navy, Marine Corps, Air Force or Coast Guard shall be granted leave of absence with pay for attending regular encampments, training cruises, or similar training programs, not to exceed 15 working days per calendar year under military order properly issued by military authorities. Such absences shall not be charged against other leave credits earned by the employee. To qualify for military leave, an employee must have been employed by the City for a period of six months.

G. **Maternity Leave:** The parties are bound by the provisions of State and Federal Statute(s) concerning maternity leave.

H. **Personal Leave:** The City will grant requests for annual leave when the expressed purpose is to take care of

personal business when such requests are made at least five calendar days in advance except in cases of an emergency. Use of such leave shall be limited to one person per shift and unless the grant would create an undue burden on the Department. The grant of this leave shall not affect an already established annual leave schedule of another employee.

- I. **Educational Leave:** Upon prior written approval and in accordance with Department policy, an employee may attend not more than 50 hours of classes per quarter or 200 hours of classes per year, while on duty without a loss in pay or benefits. The Chief may require the employee to carry and monitor a police radio and be subject to call, and may deny such a request if in the Chiefs opinion it would be detrimental to the performance and/or productivity of the Department.
- J. **Family and Medical Leave:** When an eligible employee is on leave which qualifies under the Family and Medical Leave Act, such leave shall be deemed initiated and sick leave shall be applied when applicable.
- K. **Records of Leaves:**
 - 1. The City shall prepare and maintain up-to-date monthly records showing the number of days accumulated and taken for vacation leave, sick leave, and any granted compensatory time. Such reports shall be easily accessible to the employees.
 - 2. In addition, the City agrees to include on each employees' pay stub each month, a complete accounting of the employee's paid leave time remaining on the City's books as of the end of each payroll period. This information shall include sick leave, vacation leave and all compensatory time.

ARTICLE 8 – HOLIDAYS

A. **Holiday Schedule:** Employees shall be granted the following holidays without loss of pay:

- | | |
|-----------------------|--------------------------------|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King | Third Monday in January |
| 3. President's Day | Third Monday in February |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | July 4th |
| 6. Labor Day | First Monday in September |
| 7. Columbus Day | Second Monday in October |
| 8. Veteran's Day | November 11 |
| 9. Thanksgiving | Fourth Thursday in November |
| 10. Christmas | December 25th |
| 11. Election Day | Date of State General Election |

The Montana Legislature may establish other holidays.

- B. **Holiday Pay:** Employees required to work on the above listed holidays shall receive an additional one and one-half times their regular rate of pay set forth in Addendum "A".
- C. **Holidays on Regular Days Off:** If one of the above listed holidays should fall on an employee's regular scheduled day off, said employee shall receive twelve, ten, or eight hours of compensatory time to be added to an employee's total compensatory time, based on their normal work day schedule.

ARTICLE 9 – PHYSICAL FITNESS TESTING

A. **Physical Fitness Required:** Each employee covered by this Agreement must maintain a medically acceptable

physical fitness commensurate with the duties and requirements of the position he/she occupies. This may include demonstrating such condition by a medical examination.

B. Medical Examinations: Whenever the City shall require medical examination in connection with this section, or any other provision of this Agreement, the same shall be at the City's expense. Such examination shall be scheduled during the employee's on-duty time.

C. Physical Fitness Standards:

1. *Physical Fitness Standards Established:* The physical fitness standards for initial hiring purposes shall be that used by the Montana Law Enforcement Academy, and for the purposes of ongoing physical standards shall be the Montana Physical Abilities Test (MPAT)/MLEA Committee's current assessment instrument as posted by the City.
2. *Assessments:* Each Police Officer (including Sergeants), may complete the MPAT at a sanctioned MPAT event. Police Officers will be entitled to a once per year comp time bonus based off of the below chart (time cannot be cashed out; flexed with Sergeant's approval):

| | |
|-----------------------------------|---------------------|
| 4 minutes 30 seconds to 4 minutes | 10 hours comp bonus |
| Under 4 minutes | 20 hours comp bonus |

3. Officers coming in off-duty will be compensated at a rate of time and one-half the employee's rate of pay and shall be for a period of not less than two hours. Officers on-duty may test in PT gear.

ARTICLE 10 - SCHOOLS AND PISTOL QUALIFICATIONS

A. Pistol Qualifications:

1. Police Officers will be expected to attend, as scheduled, the Department Semi-annual Pistol Qualifications.
2. Officers will be scheduled for pistol qualifications while on-duty or off-duty. Officers off-duty who are required to report to pistol qualifications will be compensated at a rate of time and one-half the employee's rate of pay and shall be for a period of not less than two hours. Officer's off-duty may also elect to receive compensatory time for time spent qualifying in lieu of the time and one-half rate of pay. All officers will be required to qualify. Scores shall be kept by the firearm's instructor.

B. Schools and other trainings:

1. The employees are free to attend and participate in all school and training sessions sanctioned by the Montana Law Enforcement Academy at which their attendance is ordered by the Chief of Police or his/her designate. Attendance at such schools shall not be required if such attendance would create an undue hardship on such employee; for example, a night shift employee being required to attend an all-day training session after coming off shift.

C. CPR Certification:

1. Employees are required as a condition of their employment to obtain and maintain a certificate attesting to the employee's ability to perform emergency Cardiopulmonary Resuscitation techniques. The employee's certification must be from the American Heart Association or comparable certificate approved by the Chief of the Department. In the event that an employee lets his/her CPR Certification expires, he/she will be given 30 days to renew the certification.

ARTICLE 11 – PERFORMANCE EVALUATIONS

Performance Evaluations: Evaluations shall be conducted by Sergeants or members of Command annually. Sergeants will not evaluate other Sergeants. Members tasked with evaluating Officers must attend a training pertaining to performance evaluations. The training must be mutually acceptable for both the City and the Collective Bargaining Unit.

ARTICLE 12 - EMPLOYEE FRINGE BENEFITS

A. **Medical Insurance:** Pursuant to the laws of the State of Montana:

- 1. The City shall provide the same insurance to respective employees of the Police Department as is provided to other employees employed by the City.
- 2. Health Insurance:
 - a. City's Contribution: The City will contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.

B. **Retirement:** The City and employees are bound by Title 19, Chapter 9, MCA

C. **Equipment Provided:** The City will provide, maintain, and replace hardware and equipment authorized by the Department, excluding uniforms, for use of employees in their employment.

D. **Department Ammunition:** The City shall furnish each employee with all qualification and duty ammunition for all departmental issued weapons, subject to department policy.

E. **Uniform Allowance:** There shall be paid on September 15 and March 15 each year, the following clothing allotment to each employee who wears a uniform in the conduct of his/her duties:

| | |
|---|----------|
| Patrol, Sergeant & Animal Warden: | \$360.00 |
| Dispatcher | \$125.00 |

ARTICLE 13 - HEALTH AND SAFETY

A. **Industrial Insurance Required:** The health and safety of employees shall be reasonably protected while in the service of the City. The City shall carry industrial insurance on all employees. Employees are directed to report all personal injuries received in the course of employment. No employee shall be required to work with unsafe equipment, nor to work patrol without a firearm unless mutually agreed to the contrary.

B. **Employee Losses:** When loss or damage is caused as a result of employment, the City will provide just compensation for destruction of uniforms, personal prosthetic devices, and management approved, required items upon the incident having been reported to the employee's immediate supervisor prior to the end of the shift during which the incident occurred and a claim being made to the City within 72 hours of the incident, and providing that such loss or damage was not due to the negligence of the employee.

C. **Employee Injuries:** An employee injured in the line of duty may request investigation by the Worker's Compensation Division of the circumstances of the injury.

D. **Bullet Proof Vests:** The Department will provide Police Officers bullet proof vests which are in accordance to underwriter recommendations. Each Police Officer will be required to wear the vest at all times while on patrol duty.

ARTICLE 14 - NEW POSITIONS & PROMOTIONS

A. **New Positions:** When a new position is created or a vacancy occurs in any existing position, the City will within five working days post the vacancy internally for 10 working days. Thereafter, the vacancy must be posted on the City website and Montana Job Service. The position will be open continually until an appropriate, qualified candidate is found to fill the vacancy. The vacancy announcement shall contain the following information:

1. A listing of the principal duties of the position;
2. Minimum qualifications;
3. Current assigned hours of service;
4. Current assigned days of rest;
5. Salary range of the position;
6. Starting date of the assignment;
7. Last date when applications will be received and accepted;
8. With whom the applications shall be filed.

B. Promotional Procedure:

1. *Responsibility for Promotions:* The City shall first consider and give preference to the applications of current employees for open positions covered by this Agreement and shall base its decision on the applicants' abilities, experience, performance evaluations and seniority. The City shall in its sole discretion assess the applicants' abilities and experience relevant to the requirements of the position. Vacancies shall be filled within 30 calendar days from the end of the posting period, unless the City finds it necessary to re-advertise the position, in which case the vacancy will be filled as soon as possible thereafter.
2. *Promotional Procedures:* Applications received by members of the bargaining unit will be given consideration before reviewing the applications from external candidates. Promotions will be based on a point system when two or more current bargaining unit members are being considered for a promotion. The person with the greatest number of points will rate the highest score regarding the position open at that time. The composite score will be derived from the following categories:

| | | |
|----|---|--------|
| 1. | Structure Interview | 20pts |
| 2. | Experience (1 year prior law enforcement = 2 pts) | 20pts |
| 3. | Seniority within Department (1 year = 1 pt; max 5 pts) | 5pts |
| 4. | Evaluations | 25pts |
| 5. | Secondary Education (Associates 2pts, Bachelor 4pts, Masters 6pts) | 6pts |
| 6. | Assumption of additional duties for the Department on and/or off duty | 5pts |
| 7. | Post Certificates (Intermediate 2pts, Advanced 4pts) | 4pts |
| 8. | Written Examination | 15pts |
| | Total | 100pts |

3. *Promotional Authority:* The Mayor shall select an applicant based on Section 8(1), above, and recommend that candidate to the City Council, which shall then consider and act on the recommendation in accordance with the Council's procedures.
4. *Reasons and Appeal:* If an employee who applies for a bargaining unit position is not selected, the City will, upon request by that employee, furnish the reason in writing. An employee who disagrees with the reasons may grieve under the provisions of Article 15.

C. **School Resource Officer:** When the Chief of Police assigns an Officer to act as a School Resource Officer (SRO), the following provisions shall apply:

1. The Chief of Police shall determine the SRO's work schedule, which shall normally be a 40-hour work week based on an average eight hours per day during an average five day school week. Overtime earned by the SRO shall be converted to compensatory time to the limit allowed under the Fair Labor Standards Act.
2. The SRO shall, to the extent possible, limit his/her requests for use of leaves to those times when school is not in session.
3. The Officer shall inform the Chief of Police of extracurricular school activities and in addition to his/her regular work schedule, attend those the Chief determines to be appropriate. The SRO shall also, with advance permission of the Chief of Police, plan and attend school activities and meetings to promote the SRO program.
4. All provisions of the Collective Bargaining Agreement, not modified in this Section, shall be effective except where the SRO and Chief of Police may agree from time to time.

ARTICLE 15 - SENIORITY, LAYOFF AND RECALL

A. Seniority:

1. *Definitions:*

- a. Sworn Officers: Seniority begins from the last date of hire with the City as a sworn officer, and is recognized after the Officer satisfies his/her probationary period.
- b. Civilian Employees: Seniority begins from the last date of hire with the City, and is recognized after the employee satisfies his/her probationary period. All Civilian employees who were employed by the City before July 1, 1986, shall have that date as their seniority date.

2. *Seniority Roster:* The City shall, on or about January 1 of each year, post a seniority roster showing the seniority date for each employee. An employee who disagrees with the information posted may file a grievance. The resolution of or failure to file a grievance shall establish the information as valid from that point forward and in subsequent postings.

3. *Seniority Credits:*

- a. Continuing Accumulation: An employee shall continue to accrue seniority when on leaves with pay, military leave, and authorized leaves of absence without pay not in excess of 15 calendar days. An employee, who returns to the bargaining unit from a promotion within the Department, shall be deemed to have accumulated additional seniority during such promotion.
- b. Status Quo: An employee shall not accumulate, but shall not lose, already accumulated seniority credits when he/she is absent on an authorized leave of absence for in excess of 15 calendar days, is on layoff status, or is transferred out of the Department but still employed by the City.
- c. Loss of Credits: An employee's seniority credits shall be lost when he/she is terminated or resigns. Seniority credits shall also be lost when an employee is on layoff status for in excess of two calendar years from the date layoff began. Members that have left the Department or promoted out of the Collective Bargaining Unit, but have regained employment at a later date, shall request their longevity to be recognized by the union. It will only be granted through a Union majority vote.

- B. **Layoff:** In the event the City decides to reduce the number of employees within any classification, it shall lay off the employee within that classification who has the least seniority. Except in the case of an emergency, the City will give an employee subject to layoff a minimum of 21 calendar days advance notice.

- C. **Recall:** When there is an open position within the bargaining unit, the most senior individual on layoff status who has actually been employed in the open position shall be recalled, unless that employee was removed by the City for performance reasons, in which case the next senior employee shall be recalled. The City shall issue a recall notice by certified, return receipt letter to the employee's last-known address. The recalled employee will, not later than 10 calendar days from the mailing of the notice by the City, notify the City in writing of his/her intent to return to work. Should the recalled employee fail to issue such notification, or should the employee fail to return to work at the time specified by the City, the employee shall be deemed to have resigned his/her position. In the event an individual was placed on layoff from a full-time position, he/she may decline recall to a part-time position without being deemed to have resigned or losing his/her rights to recall except as specified in A(3)(c), above.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

- A. **Supervisory Authority:** In accordance with Title 7, Chapter 32, Part 4103, MCA the Mayor, or the Chief of Police with the concurrence of the Mayor, shall have the power in all cases to suspend an employee for disciplinary purposes, with or without pay, and to otherwise discipline or discharge employees.
- B. **Investigatory Suspension:** When employees are suspended during investigations, such shall be deemed a reassignment of duties with pay.
- C. **Appeal:** Should a non-probationary employee believe that he/she has been disciplined or discharged for other than good cause per 39-31-303(5), MCA, he/she may appeal such action under the time lines and in accordance with the rules and procedures of the contractual grievance/arbitration procedure contained herein. Police Officers may opt instead to appeal to the Miles City Police Commission and seek judicial review under the provisions of 7-32-4164, MCA, but the initiation of one of these appeal processes shall be deemed an irrevocable selection of that process to the exclusion of the other.
- D. **Personnel Files:** An employee may view and obtain one copy of anything in his/her official personnel file except confidential letters of recommendation. Only documents contained in the employee's official personnel file or documents which the employee has verified by his/her signature that he/she has read and/or received, can be used against the employee. A warning letter shall not remain a part of an employee's official personnel file for longer than two years unless it can be used to document an ongoing problem; however the City may weigh any past performance and discipline issue when considering the imposition of discipline or discharge.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURES

- A. **Stewards:** Employees selected by the Union to act as Union Representatives shall be known as Stewards, and the Union will promptly notify the Mayor and Chief of Police of such selection.
- B. **Grievance Representation:** Employees shall not be required to meet with any City official or representative without Union representation.
- C. **Definition:** A grievance shall mean any complaint by an employee or the Union that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement. All grievances and responses shall be made using the form attached as Addendum B.
- D. **Time Limits:** Failure by the Union to follow time limits provided herein shall render the subject of the grievance moot. Failure by the City to follow time limits herein provided shall allow the Union to process the grievance to the next step of the procedure, in accordance with the time limits. Time limits may be extended by written mutual agreement of the Union and the City, for the purpose of this Article, days shall mean each and every calendar day.
- E. **Prompt Correction:** Any action taken by the City or in action of the City which causes an employee's harm, either financially, physically, or with respect to employment status, that is subsequently found to have been inappropriate,

shall be promptly corrected.

- F. **Resolution Procedure:** Informal discussion can be beneficial and is encouraged, however, in the absence of or inability of such discussion to resolve a problem, as it exists, any grievance which arise between the parties shall be settled in the following manner:

STEP 1: Any employee or the Union may file a grievance in writing not later than 12 calendar days of the event giving rise to the grievance, with the Chief of Police. The Chief of Police shall respond in writing to the grievant not later than 12 calendar days from the receipt of the grievance.

STEP 2: If the grievant disagrees with the Chief's response, the grievant shall submit the appeal in writing to the Mayor not later than 12 calendar days from the receipt of the response. The Mayor shall respond in writing to the grievant not later than 12 calendar days from the receipt of the appeal.

STEP 3: If the grievant and the Union disagree with the Mayor's response, the grievance may be submitted in writing to the City Council not later than 12 calendar days from the receipt of the Mayor's response. The City Council shall hear the grievance at the next regular meeting, and shall issue its decision at the subsequent regular meeting.

STEP 4: If the grievant and the Union disagree with the City Council's decision, the grievance may be submitted to final and binding arbitration under the following provisions:

1. Not later than 12 calendar days from the receipt of the City Council's decision, the Union will petition the Montana Board of Personnel Appeals for a list of seven potential arbitrators to be sent to the Union and to the City or its representative, and the Union shall promptly deliver a copy of the petition to the Mayor or his/her representative.
2. Upon receipt of the list, the parties shall promptly alternately strike names with the final name being the arbitrator. The Union shall notify the Board of Personnel Appeals of the appointment, and shall deliver a copy of such notice to the Mayor or his/her representative.
3. Not less than 20 calendar days prior to the arbitration hearing, the arbitrator shall resolve all arbitrability issues submitted to that point.
4. The arbitrator shall conduct a hearing, unless the parties agree to submit only briefs and written evidence, and shall issue a written decision not later than 30 calendar days from the end of the hearing or briefing schedule unless the parties agree to a bench decision with a written version to follow.
5. The arbitrator shall have no authority to add to, delete from or otherwise modify the terms of this Agreement.
6. The parties shall equally share the arbitrator's expenses, and shall pay their own costs. If one party requests a transcript, it shall pay the cost unless the other party requests a copy, in which case the cost shall be shared equally.

- G. **Election of Remedy:** When the grievant or Union submit the same issue to another arena, the grievance shall be deemed moot. When a grievance is moved to arbitration, to the extent allowed by law that shall be the exclusive remedy.

ARTICLE 18 - MEET AND CONFER

- A. **Committee:** There is formed a Labor/Management Committee which consists of two representatives appointed by the Union, and two appointed by the City. The parties will notify each other in writing of the initial appointment of

members and any changes. Each party shall select one additional member for each meeting, who may have a particular interest or knowledge of the subject(s) on the agenda, and shall notify the other party of that individual's appointment at least 48 hours in advance.

- B. **Meetings:** The Committee will meet at mutually agreeable times and places. Employees on the Committee will attend meetings without loss of pay or benefits. The Committee will meet at the request of either party and the parties will supply each other with a list of topics they wish to discuss at least 48 hours prior to the meeting. Each party will take and maintain their own records of the meeting. Any topic, except those prohibited by law, may be placed on the agenda.
- C. **Reports:** The Committee may issue a majority and/or minority report and/or recommendation to the Mayor and to the Union. Should the City wish to implement a recommendation which involves a mandatory subject of bargaining, it shall notify the Union and the parties will meet at reasonable times and places in order to bargain.

ARTICLE 19 - SAVINGS CLAUSE

- A. **Severability:** If any section, subdivision, paragraph, sentence, clause, phrase, or other part of this Agreement is determined or declared to be contrary to or in violation of any State or Federal Law, the remainder of this Agreement shall not hereby be affected or invalidated.
- B. **Substitute Provisions:** In the event of any of these provisions being declared illegal, the parties shall meet and negotiate a substitute provision within five days.

ARTICLE 20 – DURATION

- A. **Duration:** This Agreement shall become effective July 1, 2020 or the date of final ratification, whichever comes later, and shall be considered in full force and effect through June 30, 2021 and shall be considered as renewed from year to year thereafter, unless either party hereto gives written notice to the other that it desires to have the same modified or terminated. Such notice must be given at least 60 days before the expiration of this Agreement. If such notice is not given, then this Agreement shall be deemed renewed for a one-year period.

- B. **Effect:** This Agreement constitutes the full and complete agreement between the City and the Union. Any matter relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless by mutual agreement of the parties.

- C. **Work Stoppage Prohibited:** It is understood that the services performed by the City’s employees are essential to the public health, safety, and welfare of the community. The Union, therefore, no employee nor the Union will attempt to organize or engage in a work slow-down, picketing, strike or any other activity which reduces the level of work normally performed. Likewise, the City agrees that during the term of this Agreement, there shall be no lockouts of the employees.

For the City of Miles City

For AFSCME COUNCIL No. 9

Date ratified: _____

Date ratified: _____

Mayor

Executive Director/Field Representative

President, Local 283-B

ADDENDUM "A"

A. Police Officers:

1. Wage Schedule (Minimums):

a. Effective July 1, 2020

| | PROBATION | PATROL | SENIOR PATROL | MASTER PATROL 1 | MASTER PATROL 2 | MASTER PATROL 3 | SERGEANT |
|----------------|--|---------------------------|---------------------------|---------------------------|---------------------------|----------------------------|----------------------|
| | First 12 months of continuous employment | Beginning with 13th month | Beginning with 37th month | Beginning with 61th month | Beginning with 97th month | Beginning with 121th month | Requires appointment |
| Base Increases | \$ - | \$ 2.06 | \$ 0.64 | \$ 0.36 | \$ 0.38 | \$ 0.38 | \$ 1.50 |
| Base/Hire Rate | \$ 19.58 | \$ 21.64 | \$ 22.28 | \$ 22.64 | \$ 23.02 | \$ 23.40 | \$ 23.78 |
| 1 | | \$ 21.71 | | | | | \$ 23.85 |
| 2 | | \$ 21.78 | | | | | \$ 23.92 |
| 3 | | | \$ 22.49 | | | | \$ 23.99 |
| 4 | | | \$ 23.61 | | | | \$ 25.19 |
| 5 | | | | \$ 24.00 | | | \$ 25.21 |
| 6 | | | | \$ 24.22 | | | \$ 25.44 |
| 7 | | | | \$ 24.45 | | | \$ 25.68 |
| 8 | | | | | \$ 25.09 | | \$ 25.92 |
| 9 | | | | | \$ 25.32 | | \$ 26.16 |
| 10 | | | | | | \$ 25.86 | \$ 26.28 |
| 11 | | | | | | \$ 25.97 | \$ 26.40 |
| 12 | | | | | | \$ 26.09 | \$ 26.51 |
| 13 | | | | | | \$ 26.21 | \$ 26.63 |
| 14 | | | | | | \$ 26.33 | \$ 26.75 |
| 15 | | | | | | \$ 26.44 | \$ 26.87 |
| 16 | | | | | | \$ 26.56 | \$ 26.99 |
| 17 | | | | | | \$ 26.68 | \$ 27.11 |
| 18 | | | | | | \$ 26.79 | \$ 27.23 |
| 19 | | | | | | \$ 26.91 | \$ 27.35 |
| 20 | | | | | | \$ 27.03 | \$ 27.47 |

All Longevity Increase are calculated off the Base Rate
 Probation 12 months from date of hire
 12 Months through 48th month 1% of \$750 plus prior year base
 49th Month through 60th month is calculated at 5% of the Base
 61st Month through 120th Rate 1% for each year of service
 121st Month .5% for each year of service a up to 240th month

2. **Rank:**

- a. Following the successful completion of the probation period, an Officer will transition to the rank of "Patrol" and shall be paid under that column.
- b. Following 36 months of employment, the Officer will transition to the rank of "Senior Patrol" and shall be paid under that column.
- c. Following 60 months of employment, the Officer will transition to the rank of "Master Patrol 1" and shall be paid under that column.
- d. Following 96 months of employment, the Officer will transition to the rank of "Master Patrol 2" and shall be paid under that column.
- e. Following 120 months of employment, the Officer will transition to the rank of "Master Patrol 3" and shall be paid under that column.
- f. The City may promote an Officer to a higher rank in accordance with Article 12 of this Agreement.
- g. Previous Experience: The City may recognize some or all of the previous experience of an employee hired from outside the bargaining unit by placing such an individual at any cell of the Probation column. The City may place an employee returning to the bargaining unit within two calendar years of his or her voluntary resignation on any cell of the wage schedule. When individuals who were initially placed at such higher steps of the schedule advance to subsequent columns, they will transition to the next columns in accordance with their years of service.

2. **Longevity:** In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service through the 48th month of employment. Starting on the 49th month of service and continuing through the end of the 60th month, a longevity increase of 5% will be given for the entirety of those 12 months of service. Beginning with the 61st month of service an additional increase of 1% longevity will be given annually through the 120th of service. Beginning in the 121st month of service an additional .5% increase will be given annually up to and including the 240th month of service.

3. **Shift Differential:** Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional 50¢ per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional 75¢ an hour in addition to other salary payment.

4. **Emergency Medical Technician:** The following schedule is added to the wage and salary addendum:

- a. Emergency Medical Responder (EMR) Certification: \$20.00 per month

b. Emergency Medical Technician (EMT): \$50.00 per month

5. **Physical Fitness Allowance:** The City will contribute up to \$240 each year toward each employee's membership or use of an athletic association or education facility which has been approved by the Chief based on the program's compatibility with the Department's physical fitness standards. Each employee will furnish evidence of attendance in order for the contribution to continue.
6. **Drug Task Force:** An Officer assigned to the Regional Drug Task Force shall receive an additional \$1.00 per hour for all hours worked in that assignment.
7. **Shift Supervisors:** When a shift is assigned two or more Officers, the Officer with the most seniority shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.

Officers who have been designated the Shift Commander, shall be compensated at a rate of \$0.75 per hour.

B. Dispatch and Animal Control:

1. Dispatch Wage Schedule (Minimums):

a. Effective July 1, 2020

| YEARS OF SERVICE | PROBATION | CONFIRMED | DISPATCHER 1 | DISPATCHER 2 | DISPATCHER 3 |
|---|--|---------------------------|---------------------------|---------------------------|---------------------------|
| | First 12 months of continuous employment | Beginning with 13th month | Beginning with 37th month | Beginning with 61st month | Beginning with 97th month |
| Base Increases | \$ - | \$ 1.10 | \$ 1.25 | \$ 0.34 | \$ 0.93 |
| Base/Hire Rate | \$ 15.85 | \$ 16.95 | \$ 18.20 | \$ 18.54 | \$ 19.47 |
| 1 | | \$ 17.02 | | | |
| 2 | | \$ 17.09 | | | |
| 3 | | | \$ 18.41 | | |
| 4 | | | \$ 18.48 | | |
| 5 | | | | \$ 19.47 | |
| 6 | | | | \$ 19.65 | |
| 7 | | | | \$ 19.84 | |
| 8 | | | | | \$ 21.03 |
| 9 | | | | | \$ 21.22 |
| 10 | | | | | \$ 21.42 |
| 11 | | | | | \$ 21.51 |
| 12 | | | | | \$ 21.61 |
| 13 | | | | | \$ 21.71 |
| 14 | | | | | \$ 21.81 |
| 15 | | | | | \$ 21.90 |
| 16 | | | | | \$ 22.00 |
| 17 | | | | | \$ 22.10 |
| 18 | | | | | \$ 22.20 |
| 19 | | | | | \$ 22.29 |
| 20 | | | | | \$ 22.39 |
| All Longevity Increase are calculated off the Base Rate | | | | | |
| Probation One Year from date of hire | | | | | |
| One through Four Years 1% of \$750 plus prior year base | | | | | |
| Fifth Year Rate is calculated at 5% of the Base | | | | | |
| Sixth Year Rate 1% for each year of service | | | | | |
| Eleventh Year Rate 1% for 10 years + .5% for each year of service after 10 years up to 20 years | | | | | |

2. Animal Control Wage Schedule (Minimums):

a. Effective July 1 2020

| YEARS | PROBATION | CONFIRMED | ANIMAL CONTROL 1 | ANIMAL CONTROL 2 | ANIMAL CONTROL 3 |
|---|--|---------------------------|---------------------------|---------------------------|---------------------------|
| OF SERVICE | First 12 months of continuous employment | Beginning with 13th month | Beginning with 37th month | Beginning with 61st month | Beginning with 97th month |
| Base Increases | \$ - | \$ 3.04 | \$ 0.23 | \$ 0.57 | \$ 0.57 |
| Base/Hire Rate | \$ 16.04 | \$ 19.08 | \$ 19.31 | \$ 19.88 | \$ 20.45 |
| 1 | | \$ 19.15 | | | |
| 2 | | \$ 19.22 | | | |
| 3 | | | \$ 19.52 | | |
| 4 | | | \$ 19.59 | | |
| 5 | | | | \$ 20.87 | |
| 6 | | | | \$ 21.07 | |
| 7 | | | | \$ 21.27 | |
| 8 | | | | | \$ 22.09 |
| 9 | | | | | \$ 22.29 |
| 10 | | | | | \$ 22.50 |
| 11 | | | | | \$ 22.60 |
| 12 | | | | | \$ 22.70 |
| 13 | | | | | \$ 22.80 |
| 14 | | | | | \$ 22.90 |
| 15 | | | | | \$ 23.01 |
| 16 | | | | | \$ 23.11 |
| 17 | | | | | \$ 23.21 |
| 18 | | | | | \$ 23.31 |
| 19 | | | | | \$ 23.42 |
| 20 | | | | | \$ 23.52 |
| All Longevity Increase are calculated off the Base Rate | | | | | |
| Probation One Year from date of hire | | | | | |
| One through Four Years 1% of \$750 plus prior year base | | | | | |
| Fifth Year Rate is calculated at 5% of the Base | | | | | |
| Sixth Year Rate 1% for each year of service | | | | | |
| Eleventh Year Rate 1% for 10 years + .5% for each year of service after 10 years up to 20 years | | | | | |

3. A Dispatcher shall not pass out of probation until he or she successfully completes the Montana Law Enforcement Academy 911 Basic Telecommunications Course 56 hour course and obtains certification as a CJIN/NCIC operator. An Animal Control Officer shall not pass out of probation after one year of employment
2. Longevity: In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to five years. Beginning on the fifth year of service a longevity increase of 5% will be given for the fifth year and only the fifth year of service. Beginning with the sixth year of service an increase of 1% longevity increase will be given annually through the tenth year of service. Beginning in the eleventh year of service a .5% increase will be given annually up to and including the 20th year of service.
3. Shift Differential: Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional 50¢ per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional 75¢ an hour in addition to other salary payment.
4. Following the successful completion of the probation period, an employee will transition to the rank of "Confirmed" and shall be paid under that column.
5. Following 36 months of employment, the employee will transition to the rank of "Dispatcher 1" or "Animal Control 1", and shall be paid under that column. In order to receive this and subsequent promotions, a Dispatcher must have successfully completed the Emergency Medical Dispatch (EMD) 24-hour course.
6. Following 60 months of employment, the employee will transition to the rank of "Dispatcher 2" or "Animal Control 2" and shall be paid under that column.
7. Following 96 months of employment, the employee will transition to the rank of "Dispatcher 3" or "Animal Control 3" and shall be paid under the column.
8. A Dispatcher who is assigned additional duties as a result of being CJIN/TAC certified shall receive a stipend of 50¢ per hour. If a second Dispatcher is assigned as an alternate CJIN/TAC the two will share the stipend.

C. Recognition for Training and Education:

1. An employee who presents acceptable evidence of attaining one of the following training levels shall be recognized by payment for the highest level attained:
 - a. POST Intermediate \$25.00 each month
 - b. POST Advanced \$50.00 each month

2. An employee who presents acceptable evidence of attaining a Bachelor's Degree in a law enforcement field shall be recognized by payment of \$50 each month.

RESOLUTION NO. 4360

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA DEPARTMENT OF ADMINISTRATION 9-1-1 GRANT PROGRAM CONTRACT FOR GRANT FUNDING RELATING TO MOBILE DATA TERMINAL EXPANSION/UPGRADE.

WHEREAS, the City of Miles City has been awarded a Montana Department of Administration 9-1-1 Grant for mobile data terminal expansion/upgrade in the amount of \$61,206.00;

AND WHEREAS, the terms of said grant award are set forth in Montana Department of Administration 9-1-1 Grant Program Contract #MT 9-1-1 Grant-2020-013;

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

1. The “Montana Department of Administration 9-1-1 Grant Program Contract #MT 9-1-1 Grant-2020-013,” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this 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 bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and 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, AT A DULY CALLED MEETING THIS 25TH DAY OF AUGUST, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

**MONTANA DEPARTMENT OF ADMINISTRATION
9-1-1 GRANT PROGRAM
CONTRACT # MT9-1-1 GRANT-2020-013**

This agreement ("Contract") is entered by **Miles City**, Montana ("Grantee") and the Montana Department of Administration ("Department").

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for 9-1-1 system activities approved by the Department under the 9-1-1 Grant Program ("Program") as authorized by HB 61, passed by the 65th Legislature and as signed into law by Governor Bullock on May 9, 2017 (Chapter 367, Laws 2017).

Section 2. AUTHORITY

This Contract is issued under authority of Title 10, Chapter 4 of the Montana Code Annotated ("MCA") and Title 2, Chapter 13 of the Administrative Rules of Montana ("ARM"), and the terms of Chapter 353, Laws 2017.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program.
- (b) The Grantee agrees that all contracts and subcontracts entered for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this

Contract, expends in violation of the terms of this Contract, the statutes, and regulations governing the Program or any applicable local, state, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on September 30, 2022 or upon approval of Grantee's Project completion report by the Department, whichever is earlier, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between July 1, 2019 and June 30, 2021. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2021.
- (c) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least ninety (90) days prior to September 30, 2022.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract, including any amendments, approved by the Department. The Grantee will use Program funds for the following major components of the **Project: MDT (mobile data terminal) expansion/upgrade.**

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed **\$61,206.00.**
- (b) Any authorized funds not expended under this grant by the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other Program projects.

Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in

Miles City, Montana.

- (b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

Section 9. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:

Rhonda Sullivan
9-1-1 Program Manager
P.O. Box 200113
Helena, MT 59620-0113
Phone: 406-444-2420
Email: rsullivan@mt.gov

For the Grantee:

Name: Lyne F. Anderson
Title: PSAP/911
Address: 1010 Main St.
Miles City, MT 59301
Phone: 406-234-3411
Email: landerson@milescity-mt.org

Section 10. METHOD OF REIMBURSEMENT

- (a) The Department will use the funds in the 9-1-1 grant account established pursuant to section 10-4-304(2)(b), MCA, to fund 9-1-1 system awards to Grantees that have received a notice of award letter from the Department. Grantee acknowledges that its access to Program funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after July 1, 2019 upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) The Department will not reimburse the Grantee for any costs incurred prior to July 1, 2019, any ineligible expenses as set forth in 10-4-306(2) MCA, or any expenses not adequately supported by the Grantee's records.

- (e) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility.
- (f) The Grantee understands and acknowledges that the Department will report to the Legislature and Legislative Interim Committees on the status of all Program projects. If the Department determines that the Grantee has failed to commence its project in a timely manner or complete its Project by the date prescribed in this Contract, the Department may recommend to the Legislature that the Contract be terminated and any remaining Project funds will revert to the Department and may be used, at the Department's discretion, to fund other Program grants.
- (g) The Department is allowed thirty (30) days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) The Department may reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee.
- (i) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (j) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (k) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

Section 11. REPORTING REQUIREMENTS

- (a) **Project Progress Reports:** During the term of this Contract the Grantee will submit Project progress reports as described in ARM 2.13.410 to the Department in conjunction with each request for reimbursement. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (b) **Project Completion Report:** Upon completion of the Project the Grantee will submit a final Project completion report for Department approval. Upon approval of the Project completion report the Department will issue a notice of Project close-out.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

Section 13. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein by first class mail, electronic mail, facsimile, or personal service. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

Section 14. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract. If the number is not provided, the Department is not obligated to pay the invoice.

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- (a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. However, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Grantee may not otherwise assign or transfer any portion of this Contract without the express written consent of the Department.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Department.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 16. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 17. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

- (a) **Termination Due to Loss or Reduction of Funding:** The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget. This paragraph provides Grantee's sole remedies for any event described in this paragraph, and the Department shall not be liable to Grantee or any contractor, subcontractor, or subrecipient for any other payments or damages arising from termination under this paragraph, including but not limited to general, special, or consequential damages such as lost profits or revenues.
- (b) **Termination for Cause with Notice to Cure Requirement:** The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to comply with any applicable statute or rule or for any failure to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) **Effect of Termination:** In the event of termination described in paragraph (b) of this section, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 18. COMPLIANCE WITH APPLICABLE LAWS

- (a) The Grantee, in performance of work under the Contract, must fully comply with all applicable federal, state, or local laws, rules and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination

Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and the Patient Protection and Affordable Care Act ("ACA"). Any subletting or subcontracting by the Grantee subjects subcontractors to the same requirements.

- (b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.
- (c) The ACA requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for thirty (30) or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions of the ACA under Section 4980H, and otherwise satisfy the requirements of the ACA Section 4980 H if provided by the State.
- (d) The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Sections 2-7-503, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract.

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.

- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance: At its sole cost and expense, Grantee must purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence

and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.

- (c) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) Property Insurance: At its sole cost and expense, Grantee must maintain property and hazard insurance, including course of construction coverage and earthquake insurance, for loss or damage to any building and related improvements and contents therein on a replacement cost basis throughout the term of the Contract. *Note: earthquake insurance is required when working in areas where the shaking level is above 10g. (Ref: <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>).*
- (e) General Provisions: Grantee's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Grantee's insurance and shall not contribute with it. All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

Section 24. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

Section 25. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 26. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

Section 27. FORCE MAJEURE

Neither party will be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, bombs, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 28. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal, and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 29. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 30. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or included as provided in section 3 or in a properly executed amendment hereto are valid or binding.



IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

| | |
|--|--|
| <p>STATE OF MONTANA Department of Administration PO Box 200113 125 N. Roberts St., Mitchell Bldg. Helena, MT 59620-0113</p> <p>BY: _____ JOHN LEWIS, DOA Director</p> <p>_____ (Signature)</p> <p>DATE: _____</p> <p>APPROVED AS TO LEGAL CONTENT:</p> <p>_____ DON HARRIS, Legal Counsel DATE: _____</p> <p>CHIEF FINANCIAL OFFICER APPROVAL:</p> <p>_____ APRIL GRADY, Chief Financial Officer DATE: _____</p> <p>State Information Technology Services Division CHIEF INFORMATION OFFICER APPROVAL:</p> <p>_____ TIM BOTTENFIELD - Chief Information Officer Department of Administration DATE: _____</p> | <p>AUTHORIZED TO SIGN ON GRANTEE'S BEHALF Miles City Grantee Name: _____ Grantee Address: _____ City, State, Zip: _____ Phone # _____ FEDERAL ID #81-6001292</p> <p>BY: _____ (Grantee Printed Name)</p> <p>_____ (Grantee Title)</p> <p>_____ (Grantee Signature)</p> <p>DATE: _____</p> <p>EMAIL: _____</p> |
|--|--|

RESOLUTION NO. 4361

A RESOLUTION APPROVING A PARK USE PERMIT BETWEEN THE CITY OF MILES CITY, MONTANA, AND MILES COMMUNITY COLLEGE FOR USE OF TEDESCO FIELD AND CONNORS STADIUM.

WHEREAS, the City of Miles City desires to allow Miles Community College the use of certain park property owned by the City;

AND WHEREAS, the terms and conditions of the use of said park property, namely Tedesco Field and Connors Stadium, has been reduced to writing, in the form of a Park Use Permit.

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

1. The Park Use Permit between the City of Miles City and Miles Community College, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said permit on behalf of the City of Miles City and 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, AT A REGULAR MEETING THIS 25TH DAY OF AUGUST, 2020.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

PARK USE PERMIT

THIS AGREEMENT, made and entered into this 26th day of August, 2020, by and between CITY OF MILES CITY, MONTANA, a municipal corporation, of 17 South Eighth Street, Miles City, Montana, 59301, hereinafter called "City", and the

MILES COMMUNITY COLLEGE Baseball in *Miles City, Montana, 59301*, hereinafter called "*Permittee*".

1. DESCRIPTION of PERMITTED PREMISES. The City hereby grants to the Permittee permission to occupy and use for the purposes stated herein, that certain real property (hereinafter "*permitted premises*") located in Miles City, Custer County, Montana, as set forth in Exhibit "A", attached hereto and made a part hereof.

2. PERMIT TERM. The term of this permit shall be for a five-year period commencing the 26th day of August 2020 and terminating the last day of October 2025. This permit shall be renewable at the mutual consent of both parties to the permit.

The annual permit term shall be for period of three (3) months starting the last week in August through the end of the last day in October together with a period of four (4) months starting the 1st day of February through the last day of May. The permit term shall commence at 12 o'clock noon on the 26th of August and shall terminate at midnight on the 31st of October for the first three months and shall commence at 12 o'clock noon on the 1st day of February and shall terminate at midnight on the 31st of May. Use schedules shall be reviewed and must be approved annually by the City prior to the commencement of the playing season.

3. PERMIT FEE. The Permittee agrees to pay the City as a fee for this permit those amounts set forth in Exhibit "B", attached hereto and made a part hereof, on or before those dates set forth in said Exhibit "B". All fees shall be paid in the name of the City of Miles City and shall be remitted through the City Clerk of the City of Miles City, Montana. In addition to the cash fees provided herein, Permittee, as additional consideration for this permit, shall perform those obligations set forth in Exhibit "B" as "Other Consideration" on or before the due dates provided in said Exhibit for their performance.

4. USE OF PREMISES BY PERMITTEE. Permittee shall use the premises permitted hereunder for the purposes set forth in Exhibit "C", attached hereto and made a part hereof, and shall not change the use thereof without the prior written consent of the City.

5. RETAINED USES OF CITY. City (or such other parties that the City permits) is allowed, without diminution of fees, to use and occupy the premises for other events, activities, functions, or uses during the term of this Permit that do not unduly conflict or interfere with the Permittee's reasonable use of the premises as set forth in Exhibit "C". City, or its Permittees, shall notify the Permittee of such events or uses in advance, provided, however, as to any uses listed on Exhibit "C" as "*Specific Reserved Uses of City or its Permittee*", such uses are hereby reserved to the City without any further notice to Permittee. Attached hereto as Exhibit "D", is Permittee's list of its scheduled events for the term of this Permit. Dates for which no events are

scheduled on Exhibit "D" shall be presumed as available for other uses by the City, or its Permittees.

City retains the right of access to the permitted premises at all times for any purpose, including, but not limited to, inspection as to Permittee's compliance with the terms of this permit, construction, repair, alteration, remodel, or removal of improvements, and such maintenance of existing improvements as the City may desire.

6. POSSESSION. The Permittee shall be entitled to possession of the permitted premises at the commencement of the term of this Permit, subject to the retained uses of the City and its Permittees, and Permittee shall immediately surrender possession upon termination of the term of this Permit, or upon earlier termination as otherwise provided for in this Permit.

7. CONSTRUCTION OF IMPROVEMENTS. Permittee shall not construct any improvements upon the permitted premises, nor alter, remodel, or remove any existing improvements upon the permitted premises without the express written consent of the City.

In the event that the Permittee desires to construct, alter, remodel or remove any improvement, Permittee shall submit to the City either written plans showing the proposed construction, alteration, or remodel or a written description of the construction, alteration or remodel, and shall secure the written approval of the plans or basic written description by the City prior to the beginning of construction, alteration, remodel or removal.

In the event that the City approves such construction, alteration, remodel, or removal, in writing, Permittee shall not make any contract for construction, alteration, remodel, repair, or removal on, in, of or to the permitted premises, or any part thereof, for any work to be done or materials to be furnished on or to the permitted premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or material men shall be created or shall arise against the permitted premises or the buildings or other improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons whatsoever shall be bound by this provision and the notice there from and after the date of this Permit, and notice is hereby given that no mechanic's lien, material man's lien, or any other encumbrance made by or obtained against Permittee or its interest in the permitted premises or the building or improvements thereon shall in any manner or degree effect the title or interest of the City in such land and building and improvements thereon. To that end, Permittee agrees that it will not make any contract or agreement, either oral or written, for any labor, services, fixtures, materials or supplies in connection with construction, demolition, altering, repairing or improving the permitted premises without providing in such contract or agreement that the contractor shall waive all rights to a construction lien, and waive all right of any subcontractor's construction liens, by reason of furnishing any labor, services and materials under such contract or contracts whether written or oral, and that a copy of such contract or contracts, shall, upon execution, be immediately furnished to the City.

All alterations, additions and improvements made by Permittee pursuant to this section shall belong to the City and shall remain with the permitted premises upon termination of this Permit, whether by expiration or default. Provided, however, that, so long as Permittee is not in default under the terms of this Permit, Permittee shall be permitted to remove business and trade fixtures upon termination of the Permit if such removal can be made without damage to the permitted premises. Such removal shall be made within fourteen

(14) days of expiration of this Permit or the vacating of the permitted premises by Permittee, whichever occurs first. Items not removed within such fourteen (14) day period shall become the property of the City at the expiration of such period without any offset or other compensation to Permittee. At the option of the City, the City may remove such property and store it at the risk and expense of the Permittee and sell such property for such removal and storage charges.

8. TAXES. Permittee shall pay all taxes and assessments, if any, upon any personal property of Permittee kept or utilized upon the permitted premises and shall pay any sales, use, or ad valorem tax, or similar tax or assessment, imposed upon any activities of Permittee conducted upon the permitted premises.

9. UTILITIES. Permittee, during the term of this Permit, shall pay those utilities set forth in Exhibit "E", attached hereto and made a part hereof. City shall not be obligated to provide or pay for any utilities to or upon the permitted premises, such provision and payment being in the sole discretion of the City.

10. REPAIRS AND MAINTENANCE. Permittee shall perform, at its expense, during the term of this Permit, those maintenance and repair obligations set forth in Exhibit "F", attached hereto and made a part hereof. In addition to the items set forth in Exhibit "F", Permittee shall perform at its expense, or shall reimburse City for City's materials and labor, for any repairs necessitated by the negligent or intentional acts of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

City may undertake, in its sole discretion, such repairs or maintenance of the permitted premises that are not the obligation of the Permittee hereunder, but the City is under no obligation or duty to conduct any repairs or maintenance of the permitted premises.

11. NUISANCE. Permittee shall not conduct any activities upon the permitted premises that are prescribed by the laws of the United States, the State of Montana or local ordinance or the rules of any regulatory agencies of either the United States, State of Montana or City of Miles City. Permittee will not conduct any activities upon the permitted premises that would constitute either a private or public nuisance or waste or which interfere with the quiet and peaceful enjoyment of the adjoining property of the City.

12. HAZARDOUS MATERIALS. Permittee will not apply, use, store or dispose of any substance in, upon or beneath the permitted premises that would constitute an environmental hazard and would impose a cleanup obligation upon the owners of the permitted premises under any local, state or federal laws or regulations.

13. INSURANCE. Permittee, at Permittee's expense, shall, at all times during the term of this Permit, maintain in effect a policy of public liability insurance with policy limits of at least those set forth in Exhibit "F" attached hereto and made a part hereof. The City shall be named as an additional named insured on each such policy of insurance. Such policy of insurance shall be maintained with an insurance company licensed to do business in the State of Montana with an A.M. Best rating of at least "A". Permittee shall provide to the City at the commencement of the permit term satisfactory evidence of the existence of such policy of insurance and shall, during the term of this permit, upon reasonable request of the City, provide to the City evidence of the

continued existence of such policy of insurance and the entire policy of insurance.

14. INDEMNIFICATION. Permittee agrees to indemnify, defend and hold harmless the City from any and all loss, damages, claims and or liability occasioned by, arising out of, or resulting from any tortious or negligent act of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

15. ASSIGNMENT. This permit is personal as to the Permittee and may not be assigned or sub-permitted by Permittee without the prior written consent of the City.

16. VIOLATION OF PERMIT. Upon failure of Permittee to carry out any material provision of this permit, the City shall serve written notice upon the Permittee specifying the violation. The Permittee shall have ten (10) days to correct the violation and, if the violation is not corrected as charged, the City may, at its option, either correct the violation and collect the cost from the Permittee, or cancel this permit and collect damages caused by the violation from the Permittee. In the event that the City elects to cancel this permit, Permittee agrees to immediately redeliver possession of the permitted premises to the City.

17. NOTICES. Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Notice shall be deemed complete when deposited in a United States Post Office addressed to the City at the following address:

City of Miles City
Public Works Director
P.O. Box 910
Miles City, Montana 59301

and to the Permittee at the following address:

Jerry Olson
Athletic Director
Miles Community College
2715 Dickinson Street
Miles City, Montana 59301

If either party changes address they shall give written notice to the other party of the change of address. Any notice given under this contract shall be deemed complete when deposited in a United States post office.

18. INSPECTION; DISCLAIMER OF WARRANTIES. Permittee has inspected the permitted premises and has made its independent investigation and evaluation of the suitability of the permitted premises for the uses by Permittee permitted hereunder and is not relying upon any warranties, representations, promises, or information by or from the City in this regard. The City does not warrant, represent, inform or promise that the premises permitted hereunder are suitable for the uses for which permission is granted under this permit or for any other uses of Permittee.

19. **COMPLIANCE WITH A.D.A.** Permittee agrees, at all times during the term of this permit, to comply with the provisions of the Americans with Disabilities Act as they may apply to Permittee.

20. **NONDISCRIMINATION.** Permittee agrees, at all times during the term of this permit, not to discriminate any person in its permitted uses hereunder, or its utilization of the permitted premises, on the basis of race, creed, color, religion, national origin, sex, marital status, mental or physical handicap, except as permitted by law or applicable regulation.

21. **SPECIAL PERMIT PROVISIONS.** Permittee shall at all times comply with the additional provisions contained in Exhibit "H", attached hereto and made a part hereof.

22. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, agreements and memoranda. This Agreement may be modified only by written instrument executed by all parties to the Agreement.

23. **BINDING EFFECT.** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. Nothing herein shall be construed as waiving or otherwise modifying the prohibition against assignment or sub permitting contained herein.

24. **BINDING AUTHORITY.** Permittee hereby represents and warrants that the person executing this Agreement on behalf of Permittee has full authority to bind the Permittee to the terms and conditions of this permit and does so bind Permittee, and that all organizational actions necessary have been undertaken by Permittee to authorize such person to bind Permittee.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above set forth.

CITY OF MILES CITY

By: _____
Mayor

MILES COMMUNITY COLLEGE

By: _____

Title _____

EXHIBIT "A"
DESCRIPTION OF PERMITTED PREMISES

Tedesco Field and Connors Stadium

EXHIBIT "B"
PERMIT FEES

Cash Fees:

The sum of 0.00 Dollars 0.00 payable, in advance, upon the execution of this permit.

Other Consideration:

None

EXHIBIT "C"
PERMITTED USES OF PERMITTED PREMISES

During the term of the permit, Permittee shall use the permitted premises for the following uses: *Tedesco Field and Connors Stadium for baseball practice and games. All uses must be supervised by the respective coaching staff.*

Specific Reserved Uses of City or it's Permittees:

The City reserves the rights for maintenance activities associated with normal care of the facility.

Bender Park Fields are shared facilities. All groups must respect the rights of other groups and must cooperate when conflicts arise.

EXHIBIT "D"
SCHEDULE OF EVENTS

Attached hereto is Permittee's schedule of events during which it will utilize the permitted premises for the Permitted Uses. *(This shall include both practice and game schedules)*

See attached activity schedule.

(Note: Times and dates of unscheduled activities shall be approved by the parks foreman prior to the activity.)

EXHIBIT "E"
UTILITIES

During the term of this Permit, Permittee shall pay the following utilities upon the permitted premises: *Electricity. Water and sewer are the responsibility of the City.*

(Note: All utilities that Permittee is required to pay under this Exhibit, shall be maintained in an account solely in the name of Permittee, unless otherwise designated herein or by separate written agreement of the City.)

EXHIBIT "F"
REPAIR AND MAINTENANCE OBLIGATIONS OF PERMITTEE

Clean up after improvement projects. Responsible for sprinkler heads damaged by Permittee maintenance activities. Daily maintenance, cleaning and supplies, of restrooms facilities will occur during those times indicated on the attached schedule that the permittee shall be using the indicated facilities.

The permittee has the right to inspect the field prior to the annual permits term/s and note any prior deficiencies in maintenance to above items for which they hold responsibility and submit such a list to the City. The City can then inspect such items and agree with the list as not to hold the permittee responsible for listed items.

EXHIBIT "G"
INSURANCE LIMITS

INSURANCE LIMITS

| | |
|-----------------------|-------------|
| Each occurrence | \$2,000,000 |
| Fire damage | \$ 300,000 |
| Medical | \$ 5,000 |
| Personal & Adv Injury | \$1,000,000 |
| Products. Comp/Op/Agg | \$1,000,000 |

See attached insurance cover sheet.

EXHIBIT "H"
SPECIAL PERMIT PROVISIONS

All excavation activities must include contact with "Call Before You Dig" prior to construction of any type.

Permitted uses specifically excludes non-turf motorized vehicles.

RESOLUTION NO. 4362

A RESOLUTION LEVYING AND ASSESSING THE COST OF REMOVAL AND DISPOSAL OF NUISANCE WEEDS IN THE CITY OF MILES CITY, MONTANA, FROM JULY 20, 2020 TO JULY 21, 2020.

WHEREAS, the City of Miles City declares that the properties listed herein were issued a notice to abate tall grass and weeds, pursuant to Sections 15-5 and 15-6 of the Code of Ordinances of the City of Miles City, Montana, and pursuant to Montana Code Annotated 7-22-4101;

AND WHEREAS, the City of Miles City declares that after due notice and re-inspection, the tall grass and weeds had not been removed and were subsequently abated by the City, resulting in direct costs being incurred by the City, which are properly assessed to the properties;

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

1. The costs of said tall grass and weed removal and disposal are hereby assessed upon the following properties, located within Miles City, Custer County, Montana, in accordance with City Code Sections 15-5 and 15-6, and Montana Code Annotated 7-22-4101:

| STREET ADDRESS | LEGAL DESCRIPTION | OWNER | AMOUNT |
|-----------------------|--|---------------------------|---------------|
| 613 Felton Street | Lot 18-20, Block 16, Milwaukee Park Addition | Elizabeth Carlson | \$379.36 |
| 1316 N. Jordan Street | Lot 14-15, Block 15, Woodland Park Addition | Joseph Groh | \$604.19 |
| 802 Orr Street | Lot 1, Block 58, Original Townsite | Bertha Davis & Anna Moran | \$168.75 |
| 1320 N Jordan Street | Lot 11-13, Block 15, Woodland Park Addition | Joseph Groh | \$403.34 |

2. The foregoing parcels are hereby levied upon and assessed in the amounts set forth.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 25TH DAY OF JULY, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk



86 Agate Drive Miles City MT,59301

Invoice

Date 8/17/2020
Invoice # 4561

Bill To:

Ship To

City of Miles City
 P.O. Box 910
 Miles City, MT 59301

P.O. #
Terms Net 30

Ship Date 8/17/2020
Due Date 9/16/2020

| Item | Description | Qty | Price | Amount |
|--------------------|---|---------|-------|--------|
| Grounds Mainten... | 7-20 3 men 1145-115 @ 802 ORR | 4.5 | 37.50 | 168.75 |
| Grounds Mainten... | 7-20 Colter 130-303 Yard cleanup 1316 Jordan | 1.55 | 37.50 | 58.13 |
| Grounds Mainten... | 7-20 Jason 1154-303 Cleanup @ 1316 N Jordan cleaning. | 3.15 | 37.50 | 118.13 |
| Grounds Mainten... | 7-20 Jesse 1153-302 cleanup @ 1316 1320 N Jordan | 3.15 | 37.50 | 118.13 |
| Grounds Mainten... | 7-20 Joey 1-251 pm @ 1316 1329 N Jordan | 1.85 | 37.50 | 69.38 |
| Grounds Mainten... | 7-21 Tom 744-809 Clean up 1316 & 1320 Jordan | 0.41667 | 37.50 | 15.63 |
| Grounds Mainten... | 7-21 Tom 809-1226 Clean up 613 felon 2hrs for 36 in mower | 4.28333 | 37.50 | 160.62 |
| Machinery | 7-21 Kubota stand on mower use for 613 Felton | 2 | 20.00 | 40.00 |
| Grounds Mainten... | 7-21 Tom 1226-119 @ 1320 Jordan clean up | 0.88333 | 37.50 | 33.12 |
| Grounds Mainten... | 7-21 Colter Clean up 1316 & 1320 Jordan | 0.41667 | 37.50 | 15.63 |
| Grounds Mainten... | 7-21 Colter 809-1226 Clean up 621 Felton | 4.28333 | 37.50 | 160.62 |
| Grounds Mainten... | 7-21 Colter 1226-119 @ 1320 Jordan clean up | 0.88333 | 37.50 | 33.12 |
| Grounds Mainten... | 7-21 Jason 733-1204 Jason 1316 and 1320 clean up. | 4.51667 | 37.50 | 169.38 |
| Grounds Mainten... | 7-21 Jesse 733-1157 Weedeating Weed eating @ 1316 / 1320 N Jordan | 4.4 | 37.50 | 165.00 |
| Grounds Mainten... | 7-21 Jesse 1157-1226 cleanup 613 Felton | 0.48333 | 37.50 | 18.12 |
| Grounds Mainten... | 7-21 Jesse 1226-134 @ 1320 Jordan clean up | 1.13333 | 37.50 | 42.50 |
| Grounds Mainten... | 7-21 Joey 737-1208 Weed eating @ 1316 / 1320 N Jordan | 4.51667 | 37.50 | 169.38 |

THANK YOU, IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL! SPENCER HAYNES

ORR
\$ 168.75

Felton
\$ 379.36

1316
\$ 604.19

1320
\$ 403.34

Haynes Enterprises LLC

86 Agate Drive
Miles City, MT 59301

www.haynesenterprisesllc.com

curbmt@hotmail.com

406-234-5296

Total \$1,555.64

Payments/Credits

Balance Due \$1,555.64



CITY OF MILES CITY

Res 4363

Agenda Item #15.
Council Meeting Date: August 25, 2020
Council Agenda Report

Item: Labor Agreement between the City of Miles City and the International Association of Fire Fighters, Local #600 (IAFF Local #600)

From: John Hollowell, Mayor

Initiated By: Mayor's Office/IAFF Local #600

Presented By: John Hollowell, Mayor

Action Requested: Ratification of the Proposed Collective Bargaining Agreement with the IAFF Local #600

Suggested Motion:

1. Councilperson moves:
"I move that the City Council approve the labor agreement between the City of Miles City and the IAFF Local #600, and authorize the Mayor to execute the agreement."
2. Mayor calls for a second, City Council Discussion, public comment, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Council approve the labor agreement between the City of Miles City and the IAFF Local #600.

Background:

The current Collective Bargaining Agreement (CBA) with the Miles City Firefighters expired on June 30, 2019. Please find below a summary detailing changes to the proposed agreement.

Summary of Changes

Agreement Term: 1 Year – July 1, 2020 – June 30, 2021

Minor Updates throughout the CBA:

- Grammar, punctuation, spelling
- Reformatted page numbering
- Renumber Table of Contents

Changes from the previous agreement include:

Article 6.C.3 – Officers and Promotional Procedure – Deleted “and” added “...”, and Lieutenant requirements and manuals.”

Article 19.E – Disciplinary Procedures – Added first sentence “Documented verbal warnings will be placed in an employee’s file, with removal after 90 days, if another documented verbal warning is issued, with in that 90 days, then both warnings will stay in the file for 180 days.”

Articles from Article 17 – Article 30 were renumbered

Changes to Addendum A – Wages

Matrix Changes - Rank pay is based on a percentage of the confirmed fire fighters base these percentages were increased as follows:

Lieutenant – From 18.3% to 20.3%, an increase of \$64.73/month

Captain – From 21.9% to 23.9%, an increase of \$64.76/month

With current staffing this will be an annual increase to the general fund of \$3,350.

Also added to the was differential pay for officers assuming the responsibilities of a higher-ranking position as outlined in the Rules and Regulations of Miles City Fire and Rescue. The differential pay is calculated when the officers is assigned the duties of the higher-ranking officer.

Differential Officer Pay \$126.27

Differential Chief Pay \$262.26

Addendum A, Item 6 – Clothing Allotment the sentence was added “An initial \$300 will be provided to new hire employee’s account.

Alternatives:

The City Council could reject the proposed changes and direct the Mayor to continue collective bargaining.

RESOLUTION NO. 4363

A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE MILES CITY FIRE FIGHTERS LOCAL NO. 600 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) UNION.

WHEREAS, the City of Miles City (“City”) and the Miles City Fire Fighters Local No. 600 of the International Association of Fire Fighters (“Local 600”) have negotiated and desire to enter into a new collective bargaining agreement (CBA), which covers certain City employees who work for the City;

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

1. The Collective Bargaining Agreement between the City of Miles City and the Local 600, attached hereto as Exhibit “A” and made a part hereof, is hereby approved and adopted by the City Council of the City of Miles City.

2. The Mayor of the City of Miles City is hereby authorized and empowered to execute the same, and to bind the 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 25th DAY OF AUGUST, 2020.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT "A"

COLLECTIVE
BARGAINING AGREEMENT
between
MILES CITY FIRE FIGHTERS Local No. 600
International Association of Fire Fighters
and
THE CITY OF MILES CITY



July 1, 2020 through June 30, 2021

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Local No. 600, International Association of Fire Fighters, Miles City, Montana

**and
The City of Miles City**

This Agreement made between the City of Miles City, hereinafter called the "Employer" and the Miles City Fire Fighters Local #600 of The International Association of Fire Fighters AFL-CIO, hereinafter called the "Union".

WHEREAS the parties have agreed to enter into this Agreement for the purpose of more effectively defining the duties, privileges, working conditions and remuneration, respecting the employment of the Fire Fighters employed by the Employer.

ARTICLE 1 - RECOGNITION

This Employer recognizes the Union as the sole exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all Union members of the Miles City Fire Department, and also those covered under the provisions of Article 3, but excluding the Chief. The Union recognizes the City of Miles City and any agent it may name as the representative of the City.

ARTICLE 2 - UNION MEMBERSHIP

Employees may, at their discretion, become members of the Union. This includes any person currently employed by the Fire Department or any person who becomes a new member of the Fire Department. Employees who elect to not become members of the Union will also be entitled to all benefits and rights of this Agreement subject to the check-off set forth in Article 3.

ARTICLE 3 - CHECK OFF

The Union and the Employer acknowledge that being a Union member is a choice individually made. Therefore, the Employer agrees to deduct from the monthly pay of each Firefighter who has signed a payroll deduction card and the Union Opt-In form, a sum certified by the Secretary of the Union as Union dues. Such deductions will be made from the pay of the individual members and the total deducted will be delivered to the Secretary-Treasurer of the Union. If the firefighter does not want to join the Union, she/he will be required to sign the Opt-Out form to which the Union will retain the original and the Employer will keep a copy.

ARTICLE 4 - PROBATION PERIOD

All new employees will serve a probationary period of 12 months and will have no seniority rights during this period, but will be subject to all clauses of this Agreement. All employees who have worked 12 months, passed the FF1 essentials test, passed the Miles City FF 1 test and the final streets test, and who have been duly appointed will be known as permanent employees and the probationary period will be considered part of their seniority time.

ARTICLE 5 - SENIORITY LIST

The Employer will establish a Seniority List and it will be posted and brought up to date on January 1 of each year and immediately be posted on the Fire Department bulletin board for a period of 30 days, and a copy given to the Secretary of the Union. Any objections to the Seniority List, as posted, will be reported to the Employer not later than 10 days or the list will stand approved as posted. Seniority for the department members shall not take place of rank for orders in the chain of command.

ARTICLE 6 - OFFICERS AND PROMOTIONAL PROCEDURE

- A. **Slate of Officers:** There will be an Officer, exclusive of the Chief, in charge of each regularly scheduled work shift. Said officer will have, as a minimum, been promoted to the position of Lieutenant commensurate with the requirements of Article 6, Section C of the current Agreement between the Union and the Employer. Vacancies in the position of work shift officer will be filled by the Lieutenant, whenever possible.

- B. **Promotional Procedure:** When a permanent vacancy occurs in a position covered by this collective bargaining unit or by virtue of a newly created position, the Chief shall post the opening in the regular places for notices to the employees in the bargaining unit. Promotions will be based on a point system. The person with the greatest number of points will rate the highest score regarding the position open at that time. The composite score will be derived from the following four categories: Seniority, Performance Evaluation, Oral Assessment, and Written Test. The composite score range is 0 to 100 points. All points being equal, the senior person will receive the promotion.
 - 1. **0-20 Points - Seniority:** Each Applicant will score two points for each year of employment with the Fire Department, not to exceed twenty points.
 - 2. **0-40 Points - Performance Rating:** The Evaluation Committee will rate each applicant on their history of Job Performance. The committee will consist of the Chief, Battalion Chief and one member appointed by the Union who is of the rank of Captain or higher. The forms to be used in the Performance rating process will be furnished by the Chief of the Department to all Committee members. After completion of the Performance Rating

process by the committee, an overall score will be obtained by totaling all of the rating scores and dividing by four. The points will then be awarded on a percentage basis. Scores will be explainable and defensible.

3. 0-20 Points - Oral Assessment: The Oral Assessment Panel will consist of the Fire Chief, Battalion Chief and a member appointed by the Union who is of the rank of Captain or higher who has an employment history in a full-time career department that includes firefighting and EMS. Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios, and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value. The Assessment panel will agree on the point values assessed each question before the assessment begins. All scores will be explained in writing to validate and defend the application of the Oral Assessment. The scores will be given to the Chief.
 4. 0-20 Points - Written Competitive Tests. Written competitive test will be used only twice in the promotional procedure, once when testing for the position of Lieutenant, and once when testing for a Chief Officer's position. Promotion to Captain will be from a Lieutenant. The Applicants for Lieutenant will be given a single written test compiled from information contained in the following: the IFSTA Manuals of equal content to those that had made up the applicable Red Manuals referenced in Section(C), subsection (1) of this Article, Department SOPs, Department Working Rules and Regulations, Company Officer Manual, and Incident Command System book. The Applicants for Chief Officer will be given two separate written examinations, each with a maximum possible point value of twenty points. One test will be compiled by the Chief of the Department from material agreed upon by the Chief and the Union, and one test will be of the type purchased from a testing facility. The available points will be awarded on a percentage basis. In order to continue the promotional process, the candidate(s) must score at least 70% correct on the written tests.
- C. Eligibility for Promotion: To be eligible for promotion to one or more of the following positions or rank, the following criteria will apply:
1. Required Training Manuals: Completed in order as determined by the Fire Training Officer for promotion are Building Construction for Fire Service, Principals of Vehicle Extrication, Aircraft Firefighting and Rescue, Fire Ground Search and Rescue, Rapid Intervention Teams, Fire Service Hydraulics and Water Supply, Structural Response Strategies and Tactics, Structural Response Truck Company Operations, Fire Inspection and Code Enforcement, and Fire Service Company Officer, or as the manuals listed above may be reconstituted as needed. Certified as FFI, FFII, and Driver-Operator levels.
 2. Lieutenant: Five years as a fully paid and full-time member of the Fire Department and be currently certified at FFI, FFII, and Driver-Operator levels, complete the following IFSTA Manuals: Fire Detection and Suppression Systems, Understanding the 16 Fire Life Safety Initiatives, and Fire Service Personal Management within one year of appointment.

3. Captain: Be currently certified as a FFI, FFII, Driver-Operator, and Lieutenant requirements and Manuals, completed the following IFSTA Manuals, Command and Control 1 and 2, and Fire Officer 1 and 2.
 4. Battalion Chief: Two years previous Captain's rank, currently certified at the Miles City Fire Officer 1 level, and must complete the IFSTA Chief Officer Manual or equivalent as determined by the FTO and Chief of the Department, within 12 months of acceptance.
 5. Fire Training Officer: Five years as a fully paid and full-time member of the Fire Department and be currently certified at the Miles City Fire Officer I and Miles City Fire Instructor I levels. Obtain Live Fire Instructor and Modern Fire Attack Instructor within two years of appointment.
 6. EMS Officer: Five years as a fully paid and full-time member of the Fire Department. Have a current certification as a State of Montana EMS Lead Instructor within one year (if extenuating circumstances exist, this may be extended). If not currently serving as a shift officer, the EMS Officer shall have completed (or complete within one year of promotion) Fire Instructor I.
 7. Inspector/Deputy Inspector: Five years as a fully paid and full-time member of the Fire Department and be currently certified as Firefighter II. Must complete the International Code Council Fire Inspector 1 Certification for Deputy Inspector and International Code Council Fire Inspector 2 Certification for Inspector. Will complete Fire Investigation Essentials or Fire Inspection Principals 1 within one year of appointment.
- D. Assignment Restriction: The Promotional Positions set forth above, and the work assigned to such positions will not be assigned to or carried out by the Chief or any other employee not covered under this Agreement unless extenuating circumstances exist.
- E. Vacancy Time Limit: A permanent vacancy within the number of employees of the Fire Department, as authorized by Employer for the effective dates of this Agreement, will be filled not later than forty-five calendar days of the occurrence of the vacancy. A vacancy filled through the promotional procedure will be filled not later than forty-five calendar days of the date of the occurrence of the vacancy. In the event that there are insufficient personnel having the necessary requirements to fill promotional vacancies, then selected requirements may be waived subject to agreement between the Union and the Employer.
- F. Exceptions to the Time Limit: Employees both eligible and interested in a position as provided in Article 6, Section C will submit to the testing, rating and seniority scoring procedures set forth in this Agreement. The employee with the highest number of points accumulated will have the first option of filling the vacancy opened. If the Applicant with the highest number of points declines the opening, the employee with the second highest number of points will then have the option of filling the vacancy, but only after the first ranked employee has declined or failed to accept the position after he has been notified in writing five days prior. If both eligible employees decline the vacancy, then the Employer has the option of seeking qualified applicants from outside the Department and the time limits specified in Section (D) above, will begin anew; providing, such applicants meet the qualifications set forth in Section (C) of this Article.

G. Responsibility for Promotions: The Chief of the Department will, during the time limit set forth in this Article, Sections F and G:

1. Determine the eligibility of all employees to be evaluated and notify, in writing, each employee of the same.
2. Procure all written test materials, or make prior arrangements for the tests to be administered by a designated and approved proctor. (Approved by Test Security Agreements or rules of the testing agency.)
3. Administer or cause to have administered the written tests to all qualified Applicants.
4. Procure all performance ratings, including their own, as well as all of the Applicant's Senior Officer's ratings.
5. Calculate points earned by seniority.
6. Compile and summarize the composite scores of all Applicants.
7. Review the ratings and scores with any requesting Applicant with regard to the job opening so they may examine their comparative rating, or see how they could improve in the future.

The Fire Chief will make all promotions expeditiously and in a manner consistent with the requirements of Articles 6 and 7 of this Agreement.

ARTICLE 7 - DISQUALIFICATION

All appointments and promotions will be made from the ranks, whenever possible, providing the member appointed or promoted is qualified for the position. If the applicant is disqualified by two of the three following: Chief, Human Resources Officer, Battalion Chief, the reasons for such disqualification will be presented in writing to the Secretary of the Union. The decision on any appointment or promotion may constitute a grievance and will be processed in accordance with the provisions of Article 17.

ARTICLE 8 - PERSONNEL REDUCTION

In the case that the Employer decides to reduce the Fire Department personnel, the employee with the least seniority will be laid off first. No new employee will be hired until all laid off employees have been given the opportunity to return to work. Employees will be called back to work based by seniority.

ARTICLE 9 - SALARIES

The Fire Department Wage Addendum will be the schedule of wages, payable twice monthly, to the members of the Fire Department and is attached hereto and made a part of this Agreement. The Wage Addendum will be determined through the collective bargaining process between the Employer and the Union.

ARTICLE 10 - HOURS OF DUTY

- A. Civilian Employees: The average weekly hours of duty in a year will not exceed 40. Any hours over the 40-hour work week will be compensated for in wages or time off; except the Employer may summon and keep all personnel on duty during a conflagration or major emergency, including civilian employees. Overtime is addressed in the Wage Addendum.
- B. Shift Personnel: The work schedule will consist of a 24-hour work shift followed by 72 hours off duty. In working the 24-72 schedule, the workweek averages 42 hours per week. The Fire Chief will determine who works on each shift. All shift personnel will work a 28- day cycle, with a maximum of 212 hours, for determination of overtime compensation. Overtime is addressed in the Wage Addendum. For the purposes of interpreting the contract, a 24-hour shift will be deemed to be three working days.
 - 1. Battalion Chief of Operations: Battalion Chief of Operations will work a 42-hour work week, most commonly Monday through Thursday. The hours can be adjusted as needed. The Battalion Chief of Operations is still considered as "shift personnel".

ARTICLE 11 - EVENLY DISTRIBUTED OVERTIME

In the event that a need for overtime should occur in the Fire Department because of vacations, sickness or other unforeseen conditions, overtime pay will be compensated as detailed in the Wage Addendum. Overtime work should be distributed among all employees within the same job classification as equally as possible. When the Battalion Chief is off duty, the Battalion Chief will be included in the overtime rotation.

ARTICLE 12 -VACATIONS

- A. Rate earned: Each full time employee of the Fire Department is entitled to and will earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) will equal one year. Proportionate vacation leave credits will be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Persons regularly employed nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, will earn vacation credits. However, such persons must be employed six qualifying months before they can use vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order avoiding a break in service. For the purposes of interpreting the Agreement, a 24-hour shift will be deemed to be three working days. Vacation leave credits will be earned in accordance with the following schedule:

1. From one full pay period through 5 years of employment at a rate of 15 working days each year;
2. For each year of service after 5 years through 10 years of employment at the rate of 18 working days each year;
3. For each year of service after 10 years through 15 years of employment at the rate of 21 working days each year;
4. For each year of service after 15 years through 20 years of employment at the rate of 24 working days each year.
5. For each year of service after 20 years through 25 years of employment at the rate of 27 working days each year.

Permanent part-time employees are entitled to prorated annual vacation benefits if they have regularly scheduled work assignments and normally work at least 20 hours each week of the pay period and have been working the qualifying period.

- B. **Unlawful Termination:** It will be unlawful for an Employer to terminate or separate an employee from their employment in an attempt to circumvent the provision of this paragraph. Should a question arise under this paragraph, it will be submitted to arbitration as provided in Chapter 5, Title 27 M.C.A. unless there is a Collective Bargaining Agreement applicable.
- C. **Accumulation and Selection:** Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last of any calendar year. Selection for vacation periods will be based on seniority. The vacation lists will be posted by October 1, and after October 15, each member will have four calendar days, one of which is a scheduled work shift, to select their vacation period. Any members failing to do so will forfeit their seniority selection choice, and will take whatever remaining vacation period is left. Members may trade vacation periods, all or parts, upon approval of the Fire Chief.
1. Battalion Chief of Operations selection of vacation will be submitted to the Fire Chief with the vacation list. The Battalion Chief's selection shall be in addition to the vacation list and will not affect the other shift member's choices.
- D. **Cash Out:** The City may refuse to cash out accumulated annual leave when the employee is discharged in accordance with 2-18-617(2)(a), MCA.

ARTICLE 13 - INJURY

The Employer will maintain Workers' Compensation Insurance coverage under a plan of insurance approved by the Division of Workers' Compensation of the State of Montana for employees who are injured or disabled during their employment. It is the responsibility of the employee to report such injury or disability that has taken place, and also their responsibility to file an accident report with the Employer.

ARTICLE 14 - SICK LEAVE

Sick leave, as used in this Agreement, will be defined as absence from work without loss of pay, because of illness or injury.

- A. **Rate earned:** Each full-time employee of the Fire Department is entitled to and will earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, 2,080 hours (52 x 40) hours will equal one year. Proportionate sick leave credits will be earned and credited at the end of each pay period. Sick leave credits will be earned at the rate of 12 working days each year without restriction as to the number of working days he/she may accumulate. For the purpose of interpreting this Article, a 24-hour shift will be deemed to be three working days.
- B. **Accrual:** An employee may not accrue sick leave credits during a continuous leave of absence without pay. Employees are not entitled to be paid for sick leave until they have been continuously employed for 90 days. Upon completion of the qualifying period, the employee is entitled to sick leave credits he/she has earned.
- C. **Prorated Credits:** Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment and normally work at least 20 hours each week of the pay period, and have worked the qualifying period.
- D. **Full-Time Temporary and Seasonal:** Full-time, temporary and seasonal employees are entitled to sick leave benefits, provided they work the qualifying period.
- E. **Lump Sum Payments:** An employee who terminates employment with the Employer is entitled to a lump sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave will be computed on the basis of the employee's current salary or wage. Accrual record keeping and payment of accumulated sick leave credits will be the responsibility of the Employer. When an employee transfers between Departments of the Employer, that employee will not be entitled to a lump sum payment. In such a transfer, the receiving Department will assume the liability for the accrued sick leave credits, and the credits will be transferred with the employee.
- F. **Re-employment:** An employee who receives a lump-sum payment pursuant to this Agreement and who is again employed by the Fire Department will not be credited with any sick leave for which he/she has previously been compensated.
- G. **Administration and Rules:** The Employer will be responsible for the proper administration of sick leave and will promulgate such rules and regulations as it deems necessary to achieve the uniform administration of sick leave and to prevent the abuse thereof. These rules and regulations will apply to all employees of the Department.
- H. **Abuse of Sick Leave:** Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments provided for in this act.

- I. Funeral Leave: Funeral leave will be granted to the employee for the following relatives: spouse, mother, father, brother, sister, children, grandparents, grandchildren and step- relatives of the same relationships. Funeral leave for other relatives can be allowed and charged against the employee's sick leave account at the discretion of the Chief of the Department.

ARTICLE 15 - EDUCATIONAL LEAVE

Educational leave of absence may be granted if properly approved by the Employer, provided that the education to be pursued is in the field consistent with the work assignment of the Employee and provided that the Employee indicates an intention to return to duty with the Employer at the completion of said educational leave.

ARTICLE 16 – DEFERRED COMPENSATION

The City will contribute 2% of the base rate per month for each employee into the employees established deferred compensation (457) plan. If an employee leaves employment with the City, then the 457 contribution will be discontinued with the employee's final date of employment. Contributions will be made by the City on each employee's behalf into the City sponsored deferred comp plan account. If the employee chooses not to have a deferred compensation plan, the city has the right to not contribute to a plan on behalf of the employee.

ARTICLE 17 - INSURANCE

The following provisions apply regarding group health insurance:

1. Coverage: Pursuant to the laws of the State of Montana, the Employer will provide the same insurance to the employees covered hereunder as to other city employees. (MCA 7- 33-4130)
2. Premium: Contribution: The Employer will contribute toward the monthly health insurance premium for all members and for the categories of dependent coverage as set forth in Addendum "8".
3. Additional Contribution: Provide for collective bargaining or other agreement processes to negotiate additional premium payments beyond the amount guaranteed by subsection (1). Such agreements will be stipulated in Addendum "B".
4. Changes: The Employer reserves the right to effect such changes as in its judgment which are necessary or desirable; however, the effectuation of such changes, if any, will not result in any employee covered hereby in paying a greater proportionate share of the total cost than was paid on the execution date of this Agreement. Furthermore, the Employer must maintain the same level of insured benefits, and deductible cost to the employee, as existed on the execution date of this Agreement, unless changed through the collective bargaining process.

ARTICLE 18 - GRIEVANCE PROCEDURE

- A. Grievance: Only grievances and disputes that involve the violation or interpretation of this Agreement are subject to this Grievance and Arbitration Procedure.
- B. Time Limits: The Grievant and the City shall adhere to the time limits specified in Section (D), Steps 1-5.
- C. Representation: The Grievant shall name his/her Union Representative. The City may select a Representative of its choice.
- D. Procedure: Grievances shall be processed in accordance with the following procedures:

Step 1: Grievant. In the event employee(s) feel they have a grievance, not later than 30 calendar days of the grievance occurrence to notify the Union Grievance Committee, in writing, of their grievance. It will include the following information:

1. Name of Grievant;
2. Date(s), Time(s),
3. Occurrence(s);
4. Nature of the Grievance;
5. Terms of Agreement that are applicable to Grievant;
6. Adjustment sought;
7. Name of Union Representative

Step 2: Grievance Committee: Upon receiving the written and signed document, the Union Grievance Committee will, not later than 20 calendar days from the receipt of the above document, proceed to determine if a grievance exists. If it is determined that no grievance exists, no further action is necessary. If it is determined that a grievance exists or may exist, the committee will present, with or without the employee present, the grievance to the Chief of the Department for adjustment not later than 20 calendar days. This presentation will contain the same information as required in Step #1.

Step 3: Fire Chief: If not later than 20 calendar days from the Chief's receipt of the grievance, no settlement has been reached; the Committee will then submit the grievance document, with or without the employee present, not later than 20 calendar days to the Mayor for adjustment. It will be the obligation of the Union Grievance Committee to carry the said grievance to the next step of these procedures.

Step 4: Mayor: If not later than 20 calendar days from the Mayor's receipt of the grievance document, no settlement has been reached; the Committee may then submit the grievance with or without the employee present, not later than 20 calendar days to the City Council's Grievance Committee for adjustment. It will be the obligation of the Union Grievance Committee to carry the grievance to the next step of these procedures.

Step 5: City Council: The grievance, if not settled in Step 4, may be taken to the Grievance Committee of the City Council. If the City Council does not have a Grievance Committee, the grievance will be submitted to the City Council for the sole purpose of considering the said grievance.

Step 6: Arbitration: If not later than 30 calendar days the grievance has not been settled, it will be the obligation of the Union Grievance Committee to request Arbitration. The Union and the Employer will jointly share the expenses of the Arbitrator.

1. If the parties are unable to mutually agree upon the selection of an Arbitrator, the Union must request from the Department of Labor, Board of Personnel Appeals, a list of seven potential arbitrators from which the Employer and the Union will choose an Arbitrator to decide the matter.
2. The parties select the Arbitrator by alternately striking names, with the parties using a toss of a coin to determine who strikes first. The last person remaining on the list will be the Arbitrator.
3. The Arbitrator will be empowered only to interpret the provisions of this Agreement as they apply to the particular case at issue. The Arbitrator will not have authority to add to, subtract from, alter, amend, or change any term and/or provision of this Agreement.
4. The findings of the Arbitrator will be binding and final upon both of the concerned parties and both parties will jointly share the expense of the Arbitrator.

ARTICLE 19 - DISCIPLINARY PROCEDURES

- A. **Good Cause:** Non-probationary employees shall be disciplined or discharged for good cause per the definition found at 39-2-903(5), MCA. Discipline should generally be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. However, progressive discipline is not mandatory. The level or degree of discipline imposed will be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- B. **Representation:** Rights to representation shall be governed by Weingarten and an employee may have a representative present when the City is announcing a decision regarding discipline and discharge.
- C. **Investigation:** When the Employer removes an employee from the workplace during an investigation, the employee will continue to be paid.
- D. **Personnel File:** The employee and the employee's Union Representative with the employee's authorization will have the right to inspect the full contents of his/her personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy, with a copy to the

Union. An employee who disagrees with the validity of any complaint added to the file will have the opportunity to challenge said complaint under the Grievance Procedure herein. The employee will be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

- E. Reprimands: Documented verbal warnings will be placed in an employee's file, with removal after 90 days, if another documented verbal warning is issued, within that 90 days, then both warnings will stay in the file for 180 days. Letters of reprimand shall be automatically removed from employee files after two years from the date of infraction, if the employee has no other documented related discipline within that time period. Lower level counseling records shall be removed after one year, if the employee has no other documented related discipline within that time period. Regardless of whether the disciplinary record has been physically removed, no disciplinary record may be used against an employee after two years, if there has been no other related issue in that time.
- F. Loss of Certification: During the term of this agreement, the membership of the Union shall maintain at a minimum, their highest level of Emergency Care Provider licensure obtained and at their current level of Structure Firefighter Certification. Discipline and eventually discharge may be applied to employees who allow any of these certifications to lapse.

ARTICLE 20 -WORKING RULES

The Fire Chief will adopt rules for the operation of the Fire Department and the conduct of its employees. Such rules will be subject to the final approval of the Mayor and will not be in conflict with any of the provisions of this Agreement. An up-to-date copy will be given to each new employee. It is agreed that the Fire Chief has the right to recommend discipline or to discharge an employee for good cause, with the consent of the Mayor, providing that such measures are done in accordance with procedures outlined in MCA 7-33-4123 and MCA 7-33-4124. Disciplinary measures may be subjected to grievance and arbitration procedures as outlined in Article 18.

ARTICLE 21 - ABSENTEEISM

Employees not expecting to work because of an emergency or other justifiable cause, must notify their respective superior officer 30 minutes, or earlier if possible, before scheduled work time. This provision will not be interpreted as condoning repeated absences from work on the part of an employee.

ARTICLE 22 - LABOR REQUIREMENTS

In justice and fairness to the Employer and the taxpayer, all employees will be required to report to work on time, and will not leave the job early without qualified replacement, and will be prompt in reporting to their assigned duties, and will faithfully perform their duties.

ARTICLE 23 - PAID HOLIDAYS

A. Legal Holidays: All members, who because of scheduling are required to work on holidays, will be paid double time. Those holidays now include:

1. New Year's Day,
2. Martin Luther King Jr. Day,
3. President's Day,
4. Memorial Day,
5. Independence Day,
6. Labor Day,
7. Columbus Day,
8. General Election Day (in the respective year),
9. Veteran's Day,
10. Thanksgiving Day,
11. Christmas Day.

B. Observance of Holidays Falling on an Employee's Day Off: Any employee of the State of Montana or any county or city thereof, who is scheduled for a day off on a day which is observed as a legal holiday, except Sunday, shall be entitled to receive a day off either on the day preceding or the day following the holiday, whichever allows a day off in addition to the employees regularly scheduled day off. Also refer to Attorney General's Opinion given July 6, 1977. Those firefighters on their day off on any holiday earn eight hours of time off in lieu of taking the holiday off. There are seven combat shift fire fighters off on each of the ten holidays agreed to herein. This is seventy, eight-hour days, and it is agreed to divide this time evenly amongst the thirteen people working combat shifts. This is to be added to each fire fighter's vacation account as four additional hours per month.

ARTICLE 24 - COMPANY STRENGTH

It is agreed by both parties that at least three fire fighters, exclusive of the Chief and Battalion Chief, will be on duty at all times, and when the number of fire fighters falls below three fire fighters per shift, for reasons of sickness, vacation leave, or any other reason, the Fire Chief will then refer to the overtime schedule as outlined in Article 11 of this Agreement. In the occurrence of an "unscheduled vacancy," which is defined as a vacancy which has been noticed not less than 2 hours prior to the beginning of a shift, the regular overtime protocol shall be followed. If no members are available to fill the

unscheduled vacancy, the Chief may direct the Battalion Chief to fill said vacancy. In the occurrence of an "emergency fill in" vacancy, defined as a vacancy which has been noticed less than two hours prior to the beginning of a shift, or a vacancy occurring during a shift, the Chief may direct the Battalion Chief to fill the vacancy, without following the regular overtime protocol.

ARTICLE 25 - PROTECTIVE CLOTHING & EQUIPMENT

The Employer will provide and maintain, for each Employee covered hereby, their own protective clothing (turnouts) of good quality and condition. Such clothing will consist of a helmet with face shield, Nomex hood, turnout pants and coat, firefighting boots and gloves. All personal protective firefighting clothing or equipment when purchased will conform to the N.F.P.A. (National Fire Protection Administration) Standard #1500, the Standard for Fire Department Occupational Safety and Health Program, Chapter 5, entitled "Protective Clothing and Protection Equipment". The Employer will replace clothing and/or other personal articles damaged during the performance of duties. It will be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage.

ARTICLE 26 - HEALTH PROTECTION

- A. Hepatitis B: The Employer will purchase and maintain immunization to protect against exposure to Hepatitis "B" for all employees whose duties with the Department involve possible exposure to this disease.
- B. Annual Physical Examinations: A mandatory yearly comprehensive physical examination shall be performed at no cost to the employee in accordance with NFPA 1582.
- C. Use of Tobacco: Employees hired after July 1, 2000 shall not use tobacco products while on MCFD property.

ARTICLE 27 - UNION ACTIVITY PROTECTED

Except for the right to strike or to participate in any concerted action to withhold services such as work slow-downs, walk-outs, sick-outs, or blue-flu, which are hereby prohibited; and aside from statements intended to diminish the City's ability to efficiently provide public service, all other Union activities are protected and nothing will abridge the right to any duly authorized representative of the Union to present to the citizens issues which effect the welfare of the citizenry.

ARTICLE 28 - LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of three representatives appointed by the Union and two appointed by the City and the Fire Chief. The Committee will meet at the request of

either party. Any topic considered by the Committee may be submitted by either party or the parties together, to the Fire Chief and the Mayor for their consideration and determination.

ARTICLE 29 - SAVING CLAUSE

If any provision of this Agreement or the application of such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequent legislation, the remaining portions of this Agreement shall remain in full force and effect.

ARTICLE 30 - TERM

This Agreement will be for a period of one year and will become effective as of the 1st day of July 2020 and will continue in full force and effect through the 30th day of June 2021. However, either party may give written notice of its desire to modify, amend, or terminate this Agreement to the other party, not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the date herein written.

Dated at Miles City, Montana, this ____ day of _____, 2020.

EMPLOYER:

UNION:

Mayor

President

City Clerk

Secretary

ADDENDUM A - WAGES

1. July 1, 2019 through June 30, 2020

| POSITION | Base Wage | |
|---|---------------|----------------|
| PROBATIONARY FIREFIGHTER | \$ | 3,081.26 |
| CONFIRMED FIREFIGHTER | \$ | 3,237.78 |
| | | |
| RANKS | % of the Base | |
| FF1 | \$ | 152.18 4.7% |
| FF2 | \$ | 203.98 6.3% |
| Driver Operator | \$ | 524.52 16.2% |
| Lieutenant | \$ | 657.27 20.3% |
| Captain | \$ | 773.83 23.9% |
| Battalion Chief | \$ | 1,295.11 40.0% |
| | | |
| Incentive/Stipend Pay | % of the Base | |
| EMT | \$ | 90.66 2.8% |
| EMT w/All MT State Endorsemen | \$ | 161.89 5.0% |
| AEMT | \$ | 239.60 7.4% |
| Paramedic | \$ | 291.40 9.0% |
| Critical Care Paramedic | \$ | 388.53 12.0% |
| EMS Training Officer | \$ | 301.11 9.3% |
| Fire Training Officer | \$ | 301.11 9.3% |
| Inspector | \$ | 301.11 9.3% |
| Deputy Inspector | \$ | 152.18 4.7% |
| Instructor | \$ | 22.66 0.7% |
| Differential Officer Pay | \$ | 126.27 20.1% |
| Differential Chief Pay | \$ | 262.26 32.0% |
| | | |
| Probationary FF - Out of Town Transfers | % of the Base | |
| EMT | \$ | 92.44 3% |
| EMT w/Endorsements & AEMT | \$ | 123.25 4% |
| Paramedic | \$ | 154.06 5% |
| Critical Care Paramedic | \$ | 184.88 6% |
| | | |
| Confirmed FF Out of Town Transfers | % of the Base | |
| EMT | \$ | 97.13 3% |
| EMT w/Endorsements & AEMT | \$ | 129.51 4% |
| Paramedic | \$ | 161.89 5% |
| Critical Care Paramedic | \$ | 194.27 6% |

2. Out of Town Transfers: Medical Transfers shall be compensated at a premium based on current ECP licensure of the employee. The first hour of all transfers will be compensated at 1½ times the hourly rate. Employees facilitating Medical Transfers off duty over a 100-mile radius of the Miles City will be guaranteed a minimum of eight hours pay.
3. Longevity Bonuses: Longevity Bonuses shall be computed at 1.0% per annum times their length of service on the Fire Department as measured from the date the employee was hired to the current date. Longevity bonuses shall be calculated using the base pay and the employee's current rank.
4. Standby Pay
 - a. Standbys for ambulance calls, events, county fire calls, and city fire calls shall be paid at 1½ times the regular salary amount for the first hour, followed by straight time for all additional hours.
 - b. Standbys worked on holidays shall be paid at the regular holiday rate for all holiday hours worked.
 - c. Extra vacation days and sick leave shifts shall be worked at straight time up to the maximum 212 hours under the 7K exemption of the Federal Fair Labor Standards Act.
 - d. The Fire Inspector/Deputy Fire Inspector shall be compensated at their regular hourly rate for those hours worked outside their regular scheduled shift for the purpose of performing inspections. These hours shall be kept to a minimum.
 - e. Civilian employees shall be compensated at 1 ½ times the regular rate for those hours worked after his/her 40-hour workweek.
5. Overtime: All covered employees with the exception of the civilian employees, will be exempt from the 40-hour workweek under the condition of the 7K Exemptions to the Fair Labor Standards Act. Those under this exemption will be on a 28-day work cycle with a maximum of 212 hours of straight time compensated hours. After the maximum hours have been accumulated in the 28-day cycle, all hours over the 212 shall be paid at 1½ time the regular rate of pay. All other provisions for overtime compensation shall remain the same.
6. Clothing Allotment: The clothing allotment for members shall be \$45.00 per month; paid quarterly on March 31, June 30, September 30 and December 31. An initial \$300 will be provided to new hire employee's account.

ADDENDUM B – HEALTH INSURANCE

- For contract year 2020 – 2021, the monthly health insurance premium contributions will be paid as set forth below. The monthly health insurance premiums contributions will be increased by the amount the City increases its premiums contributions for other City Employees.

| Category - Medical Benefits | Employee Cost | Employer Cost | Premium |
|------------------------------------|----------------------|----------------------|----------------|
| Single | \$ - | \$ 693.00 | \$ 693.00 |
| Employee & Spouse | \$ 693.00 | \$ 693.00 | \$ 1,386.00 |
| Employee & Children | \$ 520.00 | \$ 693.00 | \$ 1,213.00 |
| Employee & Family | \$ 1,213.00 | \$ 693.00 | \$ 1,906.00 |
| Category - Dental Benefits | | | |
| Single | \$ - | \$ 34.00 | \$ 34.00 |
| Employee & Spouse | \$ 34.00 | \$ 34.00 | \$ 68.00 |
| Employee & Children | \$ 32.00 | \$ 34.00 | \$ 66.00 |
| Employee & Family | \$ 70.00 | \$ 34.00 | \$ 104.00 |
| Category - Vision Benefits | | | |
| Single | \$ - | \$ 8.15 | \$ 8.15 |
| Employee & Spouse | \$ 4.85 | \$ 8.15 | \$ 13.00 |
| Employee & Children | \$ 5.10 | \$ 8.15 | \$ 13.25 |
| Employee & Family | \$ 13.20 | \$ 8.15 | \$ 21.35 |

- Health insurance premiums are subject to review annually and may be changed annually based on current market trends.

RESOLUTION NO. 4364

A RESOLUTION APPROVING A PARK USE PERMIT BETWEEN THE CITY OF MILES CITY, MONTANA, AND MILES CITY CHAOS FOR USE OF BENDER PARK FIELDS 1 & 2.

WHEREAS, the City of Miles City desires to allow Miles City Chaos Fastpitch Softball the use of certain park property owned by the City;

AND WHEREAS, the terms and conditions of the use of said park property, namely Bender Park Fields 1 & 2, has been reduced to writing, in the form of a Park Use Permit.

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

1. The Park Use Permit between the City of Miles City and Miles City Chaos Fastpitch Softball, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said permit on behalf of the City of Miles City and 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, AT A REGULAR MEETING THIS 25TH DAY OF AUGUST, 2020.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A

PARK USE PERMIT

THIS AGREEMENT, made and entered into this 26th day of August, 2020, by and between CITY OF MILES CITY, MONTANA, a municipal corporation, of 17 South Eighth Street, Miles City, Montana, 59301, hereinafter called "City", and the

MILES CITY CHAOS Fastpitch softball in *Miles City, Montana, 59301*, hereinafter called "*Permittee*".

1. DESCRIPTION of PERMITTED PREMISES. The City hereby grants to the Permittee permission to occupy and use for the purposes stated herein, that certain real property (hereinafter "*permitted premises*") located in Miles City, Custer County, Montana, as set forth in Exhibit "A", attached hereto and made a part hereof.

2. PERMIT TERM. The term of this permit shall be for a five-year period commencing the 26th day of August 2020 and terminating the last day of October 2025. This permit shall be renewable at the mutual consent of both parties to the permit.

The annual permit term shall be for period of three (3) months starting the last week in August through the end of the last day in October together with a period of four (4) months starting the 1st day of February through the last day of May. The permit term shall commence at 12 o'clock noon on the 26th of August and shall terminate at midnight on the 31st of October for the first three months and shall commence at 12 o'clock noon on the 1st day of February and shall terminate at midnight on the 31st of May. Use schedules shall be reviewed and must be approved annually by the City prior to the commencement of the playing season.

3. PERMIT FEE. The Permittee agrees to pay the City as a fee for this permit those amounts set forth in Exhibit "B", attached hereto and made a part hereof, on or before those dates set forth in said Exhibit "B". All fees shall be paid in the name of the City of Miles City and shall be remitted through the City Clerk of the City of Miles City, Montana. In addition to the cash fees provided herein, Permittee, as additional consideration for this permit, shall perform those obligations set forth in Exhibit "B" as "Other Consideration" on or before the due dates provided in said Exhibit for their performance.

4. USE OF PREMISES BY PERMITTEE. Permittee shall use the premises permitted hereunder for the purposes set forth in Exhibit "C", attached hereto and made a part hereof, and shall not change the use thereof without the prior written consent of the City.

5. RETAINED USES OF CITY. City (or such other parties that the City permits) is allowed, without diminution of fees, to use and occupy the premises for other events, activities, functions, or uses during the term of this Permit that do not unduly conflict or interfere with the Permittee's reasonable use of the premises as set forth in Exhibit "C". City, or its Permittees, shall notify the Permittee of such events or uses in advance, provided, however, as to any uses

listed on Exhibit "C" as "*Specific Reserved Uses of City or its Permittee*", such uses are hereby reserved to the City without any further notice to Permittee. Attached hereto as Exhibit "D", is Permittee's list of its scheduled events for the term of this Permit. Dates for which no events are scheduled on Exhibit "D" shall be presumed as available for other uses by the City, or its Permittees.

City retains the right of access to the permitted premises at all times for any purpose, including, but not limited to, inspection as to Permittee's compliance with the terms of this permit, construction, repair, alteration, remodel, or removal of improvements, and such maintenance of existing improvements as the City may desire.

6. **POSSESSION.** The Permittee shall be entitled to possession of the permitted premises at the commencement of the term of this Permit, subject to the retained uses of the City and its Permittees, and Permittee shall immediately surrender possession upon termination of the term of this Permit, or upon earlier termination as otherwise provided for in this Permit.

7. **CONSTRUCTION OF IMPROVEMENTS.** Permittee shall not construct any improvements upon the permitted premises, nor alter, remodel, or remove any existing improvements upon the permitted premises without the express written consent of the City.

In the event that the Permittee desires to construct, alter, remodel or remove any improvement, Permittee shall submit to the City either written plans showing the proposed construction, alteration, or remodel or a written description of the construction, alteration or remodel, and shall secure the written approval of the plans or basic written description by the City prior to the beginning of construction, alteration, remodel or removal.

In the event that the City approves such construction, alteration, remodel, or removal, in writing, Permittee shall not make any contract for construction, alteration, remodel, repair, or removal on, in, of or to the permitted premises, or any part thereof, for any work to be done or materials to be furnished on or to the permitted premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or material men shall be created or shall arise against the permitted premises or the buildings or other improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons whatsoever shall be bound by this provision and the notice there from and after the date of this Permit, and notice is hereby given that no mechanic's lien, material man's lien, or any other encumbrance made by or obtained against Permittee or its interest in the permitted premises or the building or improvements thereon shall in any manner or degree effect the title or interest of the City in such land and building and improvements thereon. To that end, Permittee agrees that it will not make any contract or agreement, either oral or written, for any labor, services, fixtures, materials or supplies in connection with construction, demolition, altering, repairing or improving the permitted premises without providing in such contract or agreement that the contractor shall waive all rights to a construction lien, and waive all right of any subcontractor's construction liens, by reason of furnishing any labor, services and materials under such contract or contracts whether written or oral, and that a copy of such contract or contracts, shall, upon execution, be immediately furnished to the City.

All alterations, additions and improvements made by Permittee pursuant to this section shall belong to the City and shall remain with the permitted premises upon termination of this Permit, whether by expiration or default. Provided, however, that, so long

as Permittee is not in default under the terms of this Permit, Permittee shall be permitted to remove business and trade fixtures upon termination of the Permit if such removal can be made without damage to the permitted premises. Such removal shall be made within fourteen (14) days of expiration of this Permit or the vacating of the permitted premises by Permittee, whichever occurs first. Items not removed within such fourteen (14) day period shall become the property of the City at the expiration of such period without any offset or other compensation to Permittee. At the option of the City, the City may remove such property and store it at the risk and expense of the Permittee and sell such property for such removal and storage charges.

8. TAXES. Permittee shall pay all taxes and assessments, if any, upon any personal property of Permittee kept or utilized upon the permitted premises and shall pay any sales, use, or ad valorem tax, or similar tax or assessment, imposed upon any activities of Permittee conducted upon the permitted premises.

9. UTILITIES. Permittee, during the term of this Permit, shall pay those utilities set forth in Exhibit "E", attached hereto and made a part hereof. City shall not be obligated to provide or pay for any utilities to or upon the permitted premises, such provision and payment being in the sole discretion of the City.

10. REPAIRS AND MAINTENANCE. Permittee shall perform, at its expense, during the term of this Permit, those maintenance and repair obligations set forth in Exhibit "F", attached hereto and made a part hereof. In addition to the items set forth in Exhibit "F", Permittee shall perform at its expense, or shall reimburse City for City's materials and labor, for any repairs necessitated by the negligent or intentional acts of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

City may undertake, in its sole discretion, such repairs or maintenance of the permitted premises that are not the obligation of the Permittee hereunder, but the City is under no obligation or duty to conduct any repairs or maintenance of the permitted premises.

11. NUISANCE. Permittee shall not conduct any activities upon the permitted premises that are prescribed by the laws of the United States, the State of Montana or local ordinance or the rules of any regulatory agencies of either the United States, State of Montana or City of Miles City. Permittee will not conduct any activities upon the permitted premises that would constitute either a private or public nuisance or waste or which interfere with the quiet and peaceful enjoyment of the adjoining property of the City.

12. HAZARDOUS MATERIALS. Permittee will not apply, use, store or dispose of any substance in, upon or beneath the permitted premises that would constitute an environmental hazard and would impose a cleanup obligation upon the owners of the permitted premises under any local, state or federal laws or regulations.

13. INSURANCE. Permittee, at Permittee's expense, shall, at all times during the term of this Permit, maintain in effect a policy of public liability insurance with policy limits of at least those set forth in Exhibit "F" attached hereto and made a part hereof. The City shall be named as an additional named insured on each such policy of insurance. Such policy of insurance shall be maintained with an insurance company licensed to do business in the State of Montana with

an A.M. Best rating of at least "A". Permittee shall provide to the City at the commencement of the permit term satisfactory evidence of the existence of such policy of insurance and shall, during the term of this permit, upon reasonable request of the City, provide to the City evidence of the continued existence of such policy of insurance and the entire policy of insurance.

14. INDEMNIFICATION. Permittee agrees to indemnify, defend and hold harmless the City from any and all loss, damages, claims and or liability occasioned by, arising out of, or resulting from any tortious or negligent act of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

15. ASSIGNMENT. This permit is personal as to the Permittee and may not be assigned or sub-permitted by Permittee without the prior written consent of the City.

16. VIOLATION OF PERMIT. Upon failure of Permittee to carry out any material provision of this permit, the City shall serve written notice upon the Permittee specifying the violation. The Permittee shall have ten (10) days to correct the violation and, if the violation is not corrected as charged, the City may, at its option, either correct the violation and collect the cost from the Permittee, or cancel this permit and collect damages caused by the violation from the Permittee. In the event that the City elects to cancel this permit, Permittee agrees to immediately redeliver possession of the permitted premises to the City.

17. NOTICES. Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Notice shall be deemed complete when deposited in a United States Post Office addressed to the City at the following address:

City of Miles City
Public Works Director
P.O. Box 910
Miles City, Montana 59301

and to the Permittee at the following address:

Miles City Chaos FP SB
Jamie White
619 Knight
Miles City, Montana 59301

If either party changes address they shall give written notice to the other party of the change of address. Any notice given under this contract shall be deemed complete when deposited in a United States post office.

18. INSPECTION; DISCLAIMER OF WARRANTIES. Permittee has inspected the permitted premises and has made its independent investigation and evaluation of the suitability of the permitted premises for the uses by Permittee permitted hereunder and is not relying upon any warranties, representations, promises, or information by or from the City in this regard. The City does not warrant, represent, inform or promise that the premises permitted hereunder are suitable for the uses for which permission is granted under this permit or for any other uses of Permittee.

19. **COMPLIANCE WITH A.D.A.** Permittee agrees, at all times during the term of this permit, to comply with the provisions of the Americans with Disabilities Act as they may apply to Permittee.

20. **NONDISCRIMINATION.** Permittee agrees, at all times during the term of this permit, not to discriminate any person in its permitted uses hereunder, or its utilization of the permitted premises, on the basis of race, creed, color, religion, national origin, sex, marital status, mental or physical handicap, except as permitted by law or applicable regulation.

21. **SPECIAL PERMIT PROVISIONS.** Permittee shall at all times comply with the additional provisions contained in Exhibit "H", attached hereto and made a part hereof.

22. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, agreements and memoranda. This Agreement may be modified only by written instrument executed by all parties to the Agreement.

23. **BINDING EFFECT.** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. Nothing herein shall be construed as waiving or otherwise modifying the prohibition against assignment or sub permitting contained herein.

24. **BINDING AUTHORITY.** Permittee hereby represents and warrants that the person executing this Agreement on behalf of Permittee has full authority to bind the Permittee to the terms and conditions of this permit and does so bind Permittee, and that all organizational actions necessary have been undertaken by Permittee to authorize such person to bind Permittee.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above set forth.

CITY OF MILES CITY

By: _____
Mayor

MC CHAOS FP SB

By: _____

Title _____

EXHIBIT "A-1"
DESCRIPTION OF PERMITTED PREMISES

Secondary Use of Bender Park Fields 1 & 2

EXHIBIT "B"
PERMIT FEES

Cash Fees:

The sum of 0.00 Dollars 0.00 payable, in advance, upon the execution of this permit.

Other Consideration:

None

EXHIBIT "C"
PERMITTED USES OF PERMITTED PREMISES

During the term of the permit, Permittee shall use the permitted premises for the following uses: *Bender Park Fields #1 & 2 for softball practice and games. All uses must be supervised by the respective coaching staff.*

Specific Reserved Uses of City or it's Permittees:

The City reserves the rights for maintenance activities associated with normal care of the facility.

Bender Park Fields are shared facilities. All groups must respect the rights of other groups and must cooperate when conflicts arise.

EXHIBIT "D"
SCHEDULE OF EVENTS

Attached hereto is Permittee's schedule of events during which it will utilize the permitted premises for the Permitted Uses. *(This shall include both practice and game schedules)*

See attached activity schedule.

(Note: Times and dates of unscheduled activities shall be approved by the parks foreman prior to the activity.)

EXHIBIT "E"
UTILITIES

During the term of this Permit, Permittee shall pay the following utilities upon the permitted premises: *Electricity. Water and sewer are the responsibility of the City.*

(Note: All utilities that Permittee is required to pay under this Exhibit, shall be maintained in an account solely in the name of Permittee, unless otherwise designated herein or by separate written agreement of the City.)

EXHIBIT "F"
REPAIR AND MAINTENANCE OBLIGATIONS OF PERMITTEE

Clean up after improvement projects. Responsible for sprinkler heads damaged by Permittee maintenance activities. Daily maintenance, cleaning and supplies, of restrooms facilities will occur during those times indicated on the attached schedule that the permittee shall be using the indicated facilities.

The permittee has the right to inspect the field prior to the annual permits term/s and note any prior deficiencies in maintenance to above items for which they hold responsibility and submit such a list to the City. The City can then inspect such items and agree with the list as not to hold the permittee responsible for listed items.

EXHIBIT "G"
INSURANCE LIMITS

INSURANCE LIMITS

| | |
|-----------------------|-------------|
| Each occurrence | \$2,000,000 |
| Fire damage | \$ 300,000 |
| Medical | \$ 5,000 |
| Personal & Adv Injury | \$1,000,000 |
| Products. Comp/Op/Agg | \$1,000,000 |

See attached insurance cover sheet.

EXHIBIT "H"
SPECIAL PERMIT PROVISIONS

All excavation activities must include contact with "Call Before You Dig" prior to construction of any type.

Permitted uses specifically excludes non-turf motorized vehicles.

RESOLUTION NO. 4365

A RESOLUTION APPROVING A PARK USE PERMIT BETWEEN THE CITY OF MILES CITY, MONTANA, AND OUTLAW SOFTBALL FOR USE OF BENDER PARK FIELD #3.

WHEREAS, the City of Miles City desires to allow Outlaw Softball the use of certain park property owned by the City;

AND WHEREAS, the terms and conditions of the use of said park property, namely Bender Park Field #3, has been reduced to writing, in the form of a Park Use Permit.

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

1. The Park Use Permit between the City of Miles City and Outlaw Softball, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said permit on behalf of the City of Miles City and 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, AT A REGULAR MEETING THIS 25TH DAY OF AUGUST, 2020.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A

PARK USE PERMIT

THIS AGREEMENT, made and entered into this 26th day of August, 2020, by and between CITY OF MILES CITY, MONTANA, a municipal corporation, of 17 South Eighth Street, Miles City, Montana, 59301, hereinafter called "City", and the

OUTLAW SOFTBALL in *Miles City, Montana, 59301*, hereinafter called "*Permittee*".

1. **DESCRIPTION of PERMITTED PREMISES.** The City hereby grants to the Permittee permission to occupy and use for the purposes stated herein, that certain real property (hereinafter "*permitted premises*") located in Miles City, Custer County, Montana, as set forth in Exhibit "A", attached hereto and made a part hereof.

2. **PERMIT TERM.** The term of this permit shall be for a five-year period commencing the 26th day of August 2020 and terminating the last day of October 2025. This permit shall be renewable at the mutual consent of both parties to the permit.

The annual permit term shall be for period of three (3) months starting the last week in August through the end of the last day in October together with a period of four (4) months starting the 1st day of February through the last day of May. The permit term shall commence at 12 o'clock noon on the 26th of August and shall terminate at midnight on the 31st of October for the first three months and shall commence at 12 o'clock noon on the 1st day of February and shall terminate at midnight on the 31st of May. Use schedules shall be reviewed and must be approved annually by the City prior to the commencement of the playing season.

3. **PERMIT FEE.** The Permittee agrees to pay the City as a fee for this permit those amounts set forth in Exhibit "B", attached hereto and made a part hereof, on or before those dates set forth in said Exhibit "B". All fees shall be paid in the name of the City of Miles City and shall be remitted through the City Clerk of the City of Miles City, Montana. In addition to the cash fees provided herein, Permittee, as additional consideration for this permit, shall perform those obligations set forth in Exhibit "B" as "Other Consideration" on or before the due dates provided in said Exhibit for their performance.

4. **USE OF PREMISES BY PERMITTEE.** Permittee shall use the premises permitted hereunder for the purposes set forth in Exhibit "C", attached hereto and made a part hereof, and shall not change the use thereof without the prior written consent of the City.

5. **RETAINED USES OF CITY.** City (or such other parties that the City permits) is allowed, without diminution of fees, to use and occupy the premises for other events, activities, functions, or uses during the term of this Permit that do not unduly conflict or interfere with the Permittee's reasonable use of the premises as set forth in Exhibit "C". City, or its Permittees, shall notify the Permittee of such events or uses in advance, provided, however, as to any uses listed on Exhibit "C" as "*Specific Reserved Uses of City or its Permittee*", such uses are hereby reserved to the City without any further notice to Permittee. Attached hereto as Exhibit "D", is

Permittee's list of its scheduled events for the term of this Permit. Dates for which no events are scheduled on Exhibit "D" shall be presumed as available for other uses by the City, or its Permittees.

City retains the right of access to the permitted premises at all times for any purpose, including, but not limited to, inspection as to Permittee's compliance with the terms of this permit, construction, repair, alteration, remodel, or removal of improvements, and such maintenance of existing improvements as the City may desire.

6. POSSESSION. The Permittee shall be entitled to possession of the permitted premises at the commencement of the term of this Permit, subject to the retained uses of the City and its Permittees, and Permittee shall immediately surrender possession upon termination of the term of this Permit, or upon earlier termination as otherwise provided for in this Permit.

7. CONSTRUCTION OF IMPROVEMENTS. Permittee shall not construct any improvements upon the permitted premises, nor alter, remodel, or remove any existing improvements upon the permitted premises without the express written consent of the City.

In the event that the Permittee desires to construct, alter, remodel or remove any improvement, Permittee shall submit to the City either written plans showing the proposed construction, alteration, or remodel or a written description of the construction, alteration or remodel, and shall secure the written approval of the plans or basic written description by the City prior to the beginning of construction, alteration, remodel or removal.

In the event that the City approves such construction, alteration, remodel, or removal, in writing, Permittee shall not make any contract for construction, alteration, remodel, repair, or removal on, in, of or to the permitted premises, or any part thereof, for any work to be done or materials to be furnished on or to the permitted premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or material men shall be created or shall arise against the permitted premises or the buildings or other improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons whatsoever shall be bound by this provision and the notice there from and after the date of this Permit, and notice is hereby given that no mechanic's lien, material man's lien, or any other encumbrance made by or obtained against Permittee or its interest in the permitted premises or the building or improvements thereon shall in any manner or degree effect the title or interest of the City in such land and building and improvements thereon. To that end, Permittee agrees that it will not make any contract or agreement, either oral or written, for any labor, services, fixtures, materials or supplies in connection with construction, demolition, altering, repairing or improving the permitted premises without providing in such contract or agreement that the contractor shall waive all rights to a construction lien, and waive all right of any subcontractor's construction liens, by reason of furnishing any labor, services and materials under such contract or contracts whether written or oral, and that a copy of such contract or contracts, shall, upon execution, be immediately furnished to the City.

All alterations, additions and improvements made by Permittee pursuant to this section shall belong to the City and shall remain with the permitted premises upon termination of this Permit, whether by expiration or default. Provided, however, that, so long as Permittee is not in default under the terms of this Permit, Permittee shall be permitted to remove business and trade fixtures upon termination of the Permit if such removal can be

made without damage to the permitted premises. Such removal shall be made within fourteen (14) days of expiration of this Permit or the vacating of the permitted premises by Permittee, whichever occurs first. Items not removed within such fourteen (14) day period shall become the property of the City at the expiration of such period without any offset or other compensation to Permittee. At the option of the City, the City may remove such property and store it at the risk and expense of the Permittee and sell such property for such removal and storage charges.

8. TAXES. Permittee shall pay all taxes and assessments, if any, upon any personal property of Permittee kept or utilized upon the permitted premises and shall pay any sales, use, or ad valorem tax, or similar tax or assessment, imposed upon any activities of Permittee conducted upon the permitted premises.

9. UTILITIES. Permittee, during the term of this Permit, shall pay those utilities set forth in Exhibit "E", attached hereto and made a part hereof. City shall not be obligated to provide or pay for any utilities to or upon the permitted premises, such provision and payment being in the sole discretion of the City.

10. REPAIRS AND MAINTENANCE. Permittee shall perform, at its expense, during the term of this Permit, those maintenance and repair obligations set forth in Exhibit "F", attached hereto and made a part hereof. In addition to the items set forth in Exhibit "F", Permittee shall perform at its expense, or shall reimburse City for City's materials and labor, for any repairs necessitated by the negligent or intentional acts of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

City may undertake, in its sole discretion, such repairs or maintenance of the permitted premises that are not the obligation of the Permittee hereunder, but the City is under no obligation or duty to conduct any repairs or maintenance of the permitted premises.

11. NUISANCE. Permittee shall not conduct any activities upon the permitted premises that are prescribed by the laws of the United States, the State of Montana or local ordinance or the rules of any regulatory agencies of either the United States, State of Montana or City of Miles City. Permittee will not conduct any activities upon the permitted premises that would constitute either a private or public nuisance or waste or which interfere with the quiet and peaceful enjoyment of the adjoining property of the City.

12. HAZARDOUS MATERIALS. Permittee will not apply, use, store or dispose of any substance in, upon or beneath the permitted premises that would constitute an environmental hazard and would impose a cleanup obligation upon the owners of the permitted premises under any local, state or federal laws or regulations.

13. INSURANCE. Permittee, at Permittee's expense, shall, at all times during the term of this Permit, maintain in effect a policy of public liability insurance with policy limits of at least those set forth in Exhibit "F" attached hereto and made a part hereof. The City shall be named as an additional named insured on each such policy of insurance. Such policy of insurance shall be maintained with an insurance company licensed to do business in the State of Montana with an A.M. Best rating of at least "A". Permittee shall provide to the City at the commencement of the permit term satisfactory evidence of the existence of such policy of insurance and shall, during the

term of this permit, upon reasonable request of the City, provide to the City evidence of the continued existence of such policy of insurance and the entire policy of insurance.

14. INDEMNIFICATION. Permittee agrees to indemnify, defend and hold harmless the City from any and all loss, damages, claims and or liability occasioned by, arising out of, or resulting from any tortious or negligent act of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

15. ASSIGNMENT. This permit is personal as to the Permittee and may not be assigned or sub-permitted by Permittee without the prior written consent of the City.

16. VIOLATION OF PERMIT. Upon failure of Permittee to carry out any material provision of this permit, the City shall serve written notice upon the Permittee specifying the violation. The Permittee shall have ten (10) days to correct the violation and, if the violation is not corrected as charged, the City may, at its option, either correct the violation and collect the cost from the Permittee, or cancel this permit and collect damages caused by the violation from the Permittee. In the event that the City elects to cancel this permit, Permittee agrees to immediately redeliver possession of the permitted premises to the City.

17. NOTICES. Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Notice shall be deemed complete when deposited in a United States Post Office addressed to the City at the following address:

City of Miles City
Public Works Director
P.O. Box 910
Miles City, Montana 59301

and to the Permittee at the following address:

Outlaw Softball
Chad Notbohm
PO Box 475
Miles City, Montana 59301

If either party changes address they shall give written notice to the other party of the change of address. Any notice given under this contract shall be deemed complete when deposited in a United States post office.

18. INSPECTION; DISCLAIMER OF WARRANTIES. Permittee has inspected the permitted premises and has made its independent investigation and evaluation of the suitability of the permitted premises for the uses by Permittee permitted hereunder and is not relying upon any warranties, representations, promises, or information by or from the City in this regard. The City does not warrant, represent, inform or promise that the premises permitted hereunder are suitable for the uses for which permission is granted under this permit or for any other uses of Permittee.

19. **COMPLIANCE WITH A.D.A.** Permittee agrees, at all times during the term of this permit, to comply with the provisions of the Americans with Disabilities Act as they may apply to Permittee.

20. **NONDISCRIMINATION.** Permittee agrees, at all times during the term of this permit, not to discriminate any person in its permitted uses hereunder, or its utilization of the permitted premises, on the basis of race, creed, color, religion, national origin, sex, marital status, mental or physical handicap, except as permitted by law or applicable regulation.

21. **SPECIAL PERMIT PROVISIONS.** Permittee shall at all times comply with the additional provisions contained in Exhibit "H", attached hereto and made a part hereof.

22. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, agreements and memoranda. This Agreement may be modified only by written instrument executed by all parties to the Agreement.

23. **BINDING EFFECT.** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. Nothing herein shall be construed as waiving or otherwise modifying the prohibition against assignment or sub permitting contained herein.

24. **BINDING AUTHORITY.** Permittee hereby represents and warrants that the person executing this Agreement on behalf of Permittee has full authority to bind the Permittee to the terms and conditions of this permit and does so bind Permittee, and that all organizational actions necessary have been undertaken by Permittee to authorize such person to bind Permittee.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above set forth.

CITY OF MILES CITY

By: _____
Mayor

OUTLAW SOFTBALL

By: _____

Title _____

EXHIBIT "A-1"
DESCRIPTION OF PERMITTED PREMISES

Secondary Use of Bender Park Field #3

EXHIBIT "B"
PERMIT FEES

Cash Fees:

The sum of 0.00 Dollars 0.00 payable, in advance, upon the execution of this permit.

Other Consideration:

None

EXHIBIT "C"
PERMITTED USES OF PERMITTED PREMISES

During the term of the permit, Permittee shall use the permitted premises for the following uses: *Bender Park Field #3 for softball practice and games. All uses must be supervised by the respective coaching staff.*

Specific Reserved Uses of City or it's Permittees:

The City reserves the rights for maintenance activities associated with normal care of the facility.

Bender Park Fields are shared facilities. All groups must respect the rights of other groups and must cooperate when conflicts arise.

EXHIBIT "D"
SCHEDULE OF EVENTS

Attached hereto is Permittee's schedule of events during which it will utilize the permitted premises for the Permitted Uses. *(This shall include both practice and game schedules)*

See attached activity schedule.

(Note: Times and dates of unscheduled activities shall be approved by the parks foreman prior to the activity.)

EXHIBIT "E"
UTILITIES

During the term of this Permit, Permittee shall pay the following utilities upon the permitted premises: *Electricity. Water and sewer are the responsibility of the City.*

(Note: All utilities that Permittee is required to pay under this Exhibit, shall be maintained in an account solely in the name of Permittee, unless otherwise designated herein or by separate written agreement of the City.)

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REPAIR AND MAINTENANCE OBLIGATIONS OF PERMITTEE

Clean up after improvement projects. Responsible for sprinkler heads damaged by Permittee maintenance activities. Daily maintenance, cleaning and supplies, of restrooms facilities will occur during those times indicated on the attached schedule that the permittee shall be using the indicated facilities.

The permittee has the right to inspect the field prior to the annual permits term/s and note any prior deficiencies in maintenance to above items for which they hold responsibility and submit such a list to the City. The City can then inspect such items and agree with the list as not to hold the permittee responsible for listed items.

EXHIBIT "G"
INSURANCE LIMITS

| INSURANCE LIMITS | |
|-----------------------|-------------|
| Each occurrence | \$2,000,000 |
| Fire damage | \$ 300,000 |
| Medical | \$ 5,000 |
| Personal & Adv Injury | \$1,000,000 |
| Products. Comp/Op/Agg | \$1,000,000 |

See attached insurance cover sheet.

EXHIBIT "H"
SPECIAL PERMIT PROVISIONS

All excavation activities must include contact with "Call Before You Dig" prior to construction of any type.

Permitted uses specifically excludes non-turf motorized vehicles.

RESOLUTION NO. 4366

A RESOLUTION PURSUANT TO 7-12-4429 MCA AUTHORIZING A LOAN OF FUNDS FROM THE CITY WATER FUND TO STREET MAINTENANCE DISTRICT #204 FOR COMPLETION OF THE DARLING ADDITION PROJECT.

WHEREAS, Street Maintenance District #204 requires a loan in the amount of Six Hundred Thousand Dollars and 00/100 (\$600,000.00) for completion of the Darling Addition Project, and is authorized by section 7-12-4429 MCA to borrow moneys to complete improvements within the district, to include borrowing of moneys from the State of Montana;

AND WHEREAS, the City of Miles City is a political subdivision of the State of Montana, and the City's Water Fund 5210 has adequate reserves to loan such amounts to Street Maintenance District #204, with a three (3) year repayment term, and the Public Utilities Department does not anticipate needing to utilize said funds for capital improvements within the next three (3) year period;

AND WHEREAS, the City Council has determined that an interest free loan from Water Fund 5210 will save the residents who pay into Street Maintenance District #204 from incurring the costs of interest and other loan related expenses associated with alternate lending options, and that such loan is in the best interests of the City and its taxpayers.

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

1. The City Council does hereby approve an interest free loan in the amount of Six Hundred Thousand Dollars and 00/100 (\$600,000.00) from Water Fund No. 5210, to be deposited in Street Maintenance District #204 - Fund No. 2510, and to be used for completion of the ongoing Darling Addition Project for paving and other improvements. Said loan shall be repaid in six (6) semi-annual payments of One Hundred Thousand Dollars and 00/100 (\$100,000.00), in accordance with the payment schedule attached hereto as Exhibit "A," and shall be payable in full no later than January 1, 2024. Said loan shall be repaid using the funds generated from assessments levied for said Street Maintenance District #204.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 25TH DAY OF AUGUST, 2020.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Amortization Schedule



| | Beginning Balance | Interest | Principal | Ending Balance |
|---|-------------------|----------|--------------|----------------|
| 1 | \$600,000.00 | \$0.00 | \$200,000.00 | \$400,000.00 |
| 2 | \$400,000.00 | \$0.00 | \$200,000.00 | \$200,000.00 |
| 3 | \$200,000.00 | \$0.00 | \$200,000.00 | \$0.00 |