



# CITY OF MILES CITY AGENDA

*Regular City Council Meeting  
City Council Chambers &  
Zoom.us*

*October 27, 2020  
6:00 p.m.*

During COVID-19 the City of Miles City-City Council will be meeting in the Council Chambers and by remote means. To attend the meetings by mobile phone, please log on to zoom.us and download the Zoom app from its "Download Center". The meeting information will be posted on the City of Miles City's website at [miles-city-mt.org](http://miles-city-mt.org). If you would to receive a personal invite, please email your email address to the City Clerk at the address below. Documents for the meetings can be accessed by calling 874-8602 or emailing [cityclerk@miles-city-mt.org](mailto:cityclerk@miles-city-mt.org) with the request.

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES
  - A. Regular City Council Meeting 10/13/2020
  - B. Finance Committee Meeting 10/20/2020
  - C. Public Service Committee Meeting 10/06/2020
2. SCHEDULE MEETINGS
3. REQUEST OF CITIZENS & PUBLIC COMMENT
4. APPOINTMENTS
5. PROCLAMATIONS
6. STAFF REPORTS
7. CITY COUNCIL COMMENTS
8. MAYOR COMMENTS
9. COMMITTEE RECOMMENDATIONS

Finance Committee- Approval on proceeding with Splashpad project as presented by MCI<sub>2</sub>
10. BID OPENINGS

2020 4-Wheel Drive Loader
11. BID AWARDS
12. PUBLIC HEARINGS
13. UNFINISHED BUSINESS
14. NEW BUSINESS
  - A. Interview of Council Applications, and Nomination and Approval of New Council

**Member**

- B. RESOLUTION NO. 4380- A Resolution Authorizing the City of Miles City to Enter Into an Agreement Entitled “Interlocal Agreement for Creating Montana Firefighters Testing Consortium- Amended and Restated” With Certain Cities and Fire Districts in the State of Montana**
- C. RESOLUTION NO. 4381- A Resolution Authorizing the City of Miles City to Enter Into an Engagement Agreement With Parker, Heitz and Cosgrove, PLLC, for Floodplain Related Legal Services**
- D. Approval of New Building for MCPD**
- E. Approve Deceased Write-off’s in the Amount of \$171.25 from Ambulance Fund**
- F. Approval to Accept the CARES ACT Dollars Received**
- G. Approval to Purchase a Conferencing System**
- H. Approval on Proceeding With a Park District**
- I. Approval on Paying the Expenses Associated With Architect Cost for the Police Buildings**
- J. Approval on a 4% Wage Increase to the Public Works Director Position**
- K. Approval on a \$2.00 Wage Increase to the Floodplain Administrator/Auto Cad/Assistant PWPV Position**
- L. Approval on Increasing Wages for the Police Chief Position From \$5,602.00 to \$6,341.84 a month**

**15. 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

**REGULAR COUNCIL MEETING    October 13, 2020**  
**6:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, October 13, 2020, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Ken Gardner, Rick Huber, Austin Lott and Elizabeth Patten. Councilperson Kathy Wilcox was excused.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Public Utility Director Tom Speelmon, Police Captain Dan Baker, Fire Chief Branden Stevens, Planner In Training II Ally Capps, Flood Plain Administrator/Auto Cad/Assistant PWPV, Battalion Chief Sarah Lewin, Fire Captain Taran Harbaugh, Fire Inspector Ed Kanduch, Dispatch Supervisor Lyne Anderson and City Clerk/Minute Recorder Lorrie Pearce.

**PLEDGE OF ALLEGIANCE**

Mayor Hollowell led the Council in the Pledge of Allegiance.

**APPROVAL OF COUNCIL & COMMITTEE MINUTES**

**City Council Minutes: 09/22/2020**

**\*\***    *Councilperson Gardner moved to approve the minutes of the Regular Council Meeting of September 22, 2020, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 6-0.*

**Human Resource Committee Minutes: 9/17/2020**

**\*\***    *Councilperson Andrews moved to approve the minutes of the Human Resource Committee Meeting of September 17, 2020, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 6-0.*

**Special Council Minutes: 10/06/2020**

**\*\***    *Councilperson Kassner moved to approve the minutes of the Special Council Meeting of October 6, 2020, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 6-0.*

**SCHEDULE MEETINGS**

*The following meetings will be held in the City Hall Conference Room:*

**REQUEST OF CITIZENS & PUBLIC COMMENT**

Discussion and approval on letter of support for Holy Rosary Healthcare Clinic

*\*\* Councilperson Patten moved to approve the support letter, seconded by Councilperson Kassner. The motion passed by consent vote*

**APPOINTMENTS**

URDBOC- Elizabeth Patten

*\*\* Councilperson Kassner moved to approve the appointment, seconded by Councilperson Lott. The motion passed unanimously*

**PROCLAMATIONS**

None

**STAFF REPORTS**

**Branden Stevens-** Reported the department is down one full time employee and two full time employees are on 14-day quarantine, so there will be a lot of overtime throughout October and November. For the first time in a long time all of the engines passed the pump test. Covid-19 calls are going up, so the department is changing their procedure in protective equipment. Transfers are limited because of staffing and mechanical issues. He introduced Taran Harbaugh and congratulated him on his promotion to Captain. Chief Stevens said he was the leading member in patient care. He also introduced Sarah Lewin and announced that she had been promoted to Battalion Chief. He said she is in charge of emergency medical techs and does an awesome job. He is looking forward to Sarah bringing her energy and drive to the position.

**Scott Gray-** Reported the Darling Project is close to completion. There is landscaping and concrete to finish and the punch list is being fulfilled.

**Lyne Anderson-** Said that as of today Zuercher is up, but not running accurately. It took ten hours to get dispatch up and running. She will be working with the Police and Sheriff departments soon.

**CITY COUNCIL COMMENTS**

None

**MAYOR COMMENTS**

He asked Council how it would like to continue meeting because of the increase of COVID-19 cases.

*\*\* Councilperson Gardner moved to go back to Zoom, seconded by Councilperson Andrews.*

Council discussed the pros and cons of returning to Zoom or having Council meetings upstairs in the Judges chamber.

*\*\* The motion was voted on by roll call, and the result was a tie. Councilpersons Gardner, Lott and Patten voted yes, and Councilperson Kassner, Huber and Andrews voted no*

Mayor Hollowell asked the Council to continue with the conversation before he broke the tie.

*\*\* Councilperson Andrews moved to amend the main motion to have Council meetings in the Judge's chamber until it is not COVID-19 appropriate, seconded by Councilperson Kassner.*

*\*\* After a short conversation, the amended motion passed unanimously*

*\*\* The amended main motion passed by a unanimous vote*

He announced that the City of Miles City received Montana Municipal Interlocal Authority's Loss Control Achievement award for Second Class Cities for 19/20 fiscal year in the Workers' Compensation program.

### **COMMITTEE RECOMMENDATIONS**

None

### **BID OPENINGS**

None

### **BID AWARDS**

None

### **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 1343- An Ordinance Revising Limited Parking Zone Locations in the City of Miles City, Montana**

Mayor Hollowell called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

### **UNFINISHED BUSINESS**

- A. **ORDINANCE NO. 1343- (Second Reading) An Ordinance Revising Limited Parking Zone Locations in the City of Miles City, Montana**

\*\* *Councilperson Andrews moved to approve the Ordinance, read by title only, and seconded by Councilperson Kassner. On roll call vote, the motion passed by unanimous consent, 6-0. **Ordinance No. 1343 passed.***

**B. Approval on proceeding with Splashpad project as presented by MCI<sub>2</sub>**

\*\* *Councilperson Kassner moved to table the issue until Finance can review it, and seconded by Councilperson Lott. On roll call vote, the motion passed by unanimous consent, 6-0.*

**NEW BUSINESS**

**A. RESOLUTION NO. 4374- A Resolution Revising City of Miles City Personnel Policies Regarding Wage Increase Requests**

\*\* *Councilperson Kassner moved to approve the Resolution, read by title only, and seconded by Councilperson Gardner.*

Mayor Hollowell explained that the due date was changed and the process in section 5 was changed so the request is sent to the Finance Committee.

\*\* *On roll call vote, the motion passed by unanimous consent, 6-0.  
**Resolution No. 4374 passed.***

**B. RESOLUTION NO. 4376- A Resolution Approving a Storm Water Pollution Prevention Plan for Frank Wiley Field**

\*\* *Councilperson Gardner moved to approve the Resolution, read by title only, and seconded by Councilperson Andrews. On roll call vote, the motion passed by unanimous consent, 6-0. **Resolution No. 4376 passed.***

**C. RESOLUTION NO. 4377- A Resolution Adopting Findings of Fact and Approving the Amended Plat and Subdivision Exemptions for the Purpose of Boundary Line Relocations and Aggregation of Lots Involving Lots 4-6 of Block 12 of the Plat of Park Addition in the City of Miles City, Montana**

\*\* *Councilperson Andrews moved to approve the Resolution, read by title only, and seconded by Councilperson Gardner. On roll call vote, the motion passed by unanimous consent, 6-0. **Resolution No. 4377 passed.***

**D. RESOLUTION NO. 4378- A Resolution Granting a Revocable License to "MSTB LLC" for an Encroachment Upon City of Miles City Right of Way for Main Street, to Erect a Sculpture in Front of 908 Main Street for**

**the Benefit of Lots 15-16 in Block 64 of the Miles City Original Townsite**  
\*\* *Councilperson Huber moved to approve the Resolution, read by title only, and seconded by Councilperson Gardner.*

Representative Jenna Janshen explained that she is asking Council to approve the erection of a structure in front of her property on 908 Main Street. The structure will be installed against the building, not in the grated area previously reported. The existing grate was too close to the street and she did not want it to get hit.

\*\* *On roll call vote, the motion passed by unanimous consent, 6-0.*

**Resolution No. 4378 passed.**

**E. RESOLUTION NO. 4379- A Resolution Approving an Agreement With William Eckart for Mitigation of Certain Floodplain Violations**

\*\* *Councilperson Andrews moved to approve the Resolution, read by title only, and seconded by Councilperson Huber.*

Following was the discussion on the issue:

- Councilperson Gardner read the following:

National Flood Insurance Program (NFIP) is based on an agreement between local communities and the Fed Gov. It states that the community will adopt and enforce floodplain management. The City is mandated/required to issue permits for proposed projects along with assuming the responsibility to monitor and enforce the requirements of NFIP. The flood way designation is intended to assist the communities in managing floodplain development along with its projected impact on other property owners. This includes any new construction within the floodway. To ensure that Miles City remains in good standing within the NFIP and to prevent FEMA from taking enforcement proceeding it is paramount that good floodplain management is followed . Failure to comply would result in negative consequences which would be far reaching to the property owners and citizens of Miles City. Mr. Eckart failed to follow the law when it comes to floodway regulations. There was little consideration for the negative impact his actions would have on Miles City and its citizens. Lack of his compliance could result in FEMA placing the City on suspension then probation. This will result in an increase in flood insurance premiums and could ultimately result in Miles City being dropped from the National Flood Insurance Program. At this time, I cannot in good conscience support Resolution 4379.

- Councilperson Patten said that the letter received from Thomas Birney, FEMA representative for our region, stated that the failure to comply with what the City has required jeopardizes the City's continuing participation with the National Flood Insurance



Program(NFIP) . Probation would charge everyone who has a flood insurance policy an extra \$50 per year. Suspension does not allow anyone to renew their flood insurance policy. Those are huge factors for home owners in the floodway, because those mortgages require flood coverage. Councils decision could put Miles City in danger of suspension, and felt it was a major part of the discussion moving forward. Are we going to make an agreement with someone that violated Council's decision not to build? She felt that all citizens that live in the City limits need to abide by City ordinances, whether it is our own property or not.

- Attorney Rice said that Mr. Birney gave feedback to the agreement and the updated draft was suggested by him. The 30-day timeline was extended to 50 because it takes a while to get the mitigation study completed. His understanding is if the agreement is approved, it would keep the City in good graces with FEMA, pending the mitigation work. If the work is not completed the City can terminate the agreement and proceed with litigation options.
- Councilperson Kassner asked if the agreement covers the building as well as the property. Mayor Hollowell said that under 1) D “including for building and occupancy permits, as well as flood permits; with said flood permit to refer to the FEMA Section 1316 designation” means that Mr. Eckart needs to get all the necessary documentation that are required, and to this agreement as justification for not requiring said structure to be in strict compliance with the City's flood code provisions. Attorney Rice said the building would not be in compliance, but the property would. Administrator Malenovsky said that 1316 talks about the encroachment and not the encroachment to the floodway. The building is not in compliance with State, Federal or local laws. Mayor Hollowell said that the building had not been inspected, so the City does not know if it complies or not. Any commercial building has the ability to “flood proof” the structure. They can be built below base flood elevation (BFE), but they can be built up to BFE plus 2, which is the State statute and be in compliance. Attorney Rice said that the building had not been specifically addressed. Mr. Eckart would need to purchase a permit and if the stipulation was not agreed on, this agreement could be terminated. The agreement can be changed along the way, because right now nobody knows the answers to all the issues that will come up after the mitigation report.

- Councilperson Kassner asked if the City can continue with the ticket issue since the agreement states that there will not be any court action. Attorney Rice said the tickets are a part of a diversion in the agreement that depends on his compliance with the terms in the agreement. Administrator Malenovsky stated to get to a 1316 the City had to send notice of violations, a letter as to how the noncompliance affects flood insurance and issue tickets. After these were completed, by rights, the City is supposed to send the issue to court. By doing all of this it shows FEMA that the City has exhausted all means to try and make him compliant. She does not know where the court is on the tickets. Attorney Rice said the tickets are not contingent with the agreement and would be in a different agreement. That agreement would not need to be approved by Council.
- Administrator Malenovsky explained the difference between flood fringe vs flood way.
  - a. Flood fringe/proof is following engineering recommendation, plus 2 feet. This includes a flood certificate.
  - b. Flood way there are no new structures allowed once the mitigation report is completed, no matter what is done, the building is still infringing or diverting the water.
- Mayor Hollowell explained that he will be transparent all through out and thought that it is all a difference is perception, not to say if it is right or wrong. He does not see the agreement as an enforcement, it is more for the City to avoid the cost of litigating, but attempting to get this person to do something that he always had the ability to do beforehand. It is more of a plea to take responsibly for the action that he has done and put the City at risk versus a punishment.
- Planner Capps asked how this sets presence for future building in the area. Mayor Hollowell said that everyone has always had the ability to choose to violate. Once the building is built then the City writes a report as to whether there is a violation or not. Administrator Malenovsky stated that in the Ordinance itself, it states that encroachment analysis can be done in the flood way as long as it shows a flood rise of 0.00. The property owner has the right to do that report, bring it to the Flood Administrator for a variance that Council would need to approve. Those steps were not followed and the property owner knew of the process for at least six years. This process has nothing to do with 1316. The agreement is already in the Ordinance, which includes the correct process that should have been completed.

- Councilperson Lott expressed his concern that if the agreement is approved that the City is setting a precedent moving forward. If it is approved he believes that the City will be negotiating with someone who willfully chose to do what he wanted. When he crossed the line, erecting a building without a flood or building permit he broke the law. He also felt the agreement was rushed and put together at the last minute. He did not think it was a safe assumption for the City to accept the agreement and hope that it is going to make things more stringent down the road. He also had a problem with Section 1D concerning the structure being in strict compliance. Attorney Rice said the drafted agreement was in Friday's packet and the updates were suggested by FEMA, which changed the "30 days" to "50 days" and the "no rise was removed" which makes the agreement stricter.
- Councilperson Patten said that the Council would not be talking about the voting for or against the agreement if the structure was not built. She stated that if the agreement is approved and the violation is not corrected that the City would be back to litigation. She wondered, what would be best, going to litigation now, or wait to see if the City is forced into litigation. Either way the City is going to spend money it does not have. She asked Administrator Malenovsky if the City is still receiving a flood insurance discount and how long before it is taken away. Administrator Malenovsky said the City is receiving the discount at the moment and if the City is put on probation, which means nothing is done, the flood insurance rates would increase, the City would lose funding for Section 205 and the community would be responsible to rectify the problem. Which means it would no longer be a Council problem, but a community problem. Mayor Hollowell said that the reason for the negotiation was because no matter what, the issue had to be remedied as to the City paying for the structure or litigate. Councilperson Patten said the way she sees it, worst case scenario is the City loses grant money for the flood project, everyone in Miles City that pays flood insurance pays a higher rate plus an extra 50 dollars violation fee per year, and possibly lose their flood insurance altogether. If you are going to weigh all cost, which one cost more? Mayor Hollowell said that would happen only if the City chose to do nothing. He also suggested that the City could send out a public announcement on contacting the Floodplain Administrator before building any structure, because you don't have to necessarily violate the law to get what you want.
- Councilperson Andrews said there was no way that the building was coming down and thought the agreement was the best solution.

*\*\* Councilperson Gardner called for question, seconded by Councilperson Huber. The motion passed 5-1 with Councilperson Lott voting no*

*\*\* On roll call vote, the motion was a tie, 3-3 with Councilperson Gardner, Kassner and Lott voting no*

Mayor Hollowell asked Council if there was any way that a Council member may change their mind?

- Councilperson Andrews- Asked who was going to pay for it? Mayor Hollowell said the City would. Mr. Andrews asked if the City has an extra \$150,000 over the next three years? Mayor Hollowell said yes, we could figure it out
- Councilperson Huber-It was not a good situation or topic. He respects the words and efforts from Attorney Rice and he respects the words from Administrator Malenovsky. He thought that it was a good learning thing for the community, and he felt that voting for the agreement was the way to go because of the financial situation of the City. The engineering study is going to bring something forth and he felt that FEMA was for the agreement
- Attorney Rice explained that the City will not get a straight answer from FEMA, and he does not get any satisfaction from the agreement. If he could have negotiated more he would have. He added the tickets were not negotiable. The cost was a subject that went back and forth before Eckart agreed to pay for the mitigation study. The agreement should not cost the City at this point. He did not like any of this, but did not see any other option.
- Administrator Malenovsky- Said she was nervous because no other City in Montana has dealt with this issue before. FEMA will not tell her if it is for or against the agreement. She wants to do whatever is best for the community
- Councilperson Kassner- Said it is too open ended, and too many shoulds/coulds. For instance, the agreement on inspections. He questioned what is reasonable, is it what Eckart feels reasonable or what the City feels reasonable? All in all, just not comfortable with the agreement. Attorney Rice stated that there are a lot of unknowns and will find out during the process, because neither the Floodplain Administrator or the Building Inspector have been inside.
- Attorney Rice explained why the 30 days was changed to 50 days. He was told by FEMA that it will take 4-6 weeks to get the data so the engineers can perform the mitigation study
- Councilperson Patten- Stated, if the agreement is approved, that the

moment it is not adhered to, the City needs to be prepared to respond quickly and follow through. The City cannot be afraid to spend the money in a situation that could potentially cost the community a lot more.

- Councilperson Gardner-Said if the agreement went south because the City was once again told by Eckart that he did not want to do it. The City would-be put-on suspension, which means, the residents would not be able to purchase insurance policies and the City could not receive federal grants or loans. At this point unless you had cash to purchase a home, good luck. How is he suppose to explain that to the citizens?

Mayor Hollowell asked all Council members to state their strongest reasons as to why they voted the way they did. This would help his decision on which way to vote.

- Councilperson Gardner- We were elected to represent the citizens of Miles City and finds it very difficult to tell the people of Miles City that as a result of his vote their flood insurance is going up and the future may look really bad. He felt that a lot of “ifs” would have to happen, but it is a possibility
- Councilperson Huber- Voting for the agreement shows that the City can work with a party to end the problem with a positive ending. If the City is not going to be penalized, he felt the City should “go with the flow” at this time
- Councilperson Patten- The building is there and believed litigation will happen one way or another. The City needs to be prepared to spend the money to rectify the situation. The building was denied by Council and he still built it, now it is Council’s problem. She wondered why the City could not tear down the building because it is in all kinds of violations for all kinds of things. If the City loses the NFIP rating, everyone will leave town. FEMA does not care if the City receives more and more violations. She felt that the City should make him accountable and if the agreement was approved, she needed to know why so she could explain it to her ward and the citizens of Miles City
- Councilperson Kassner- Too open and too many variables on should/would and does not like it. Mr. Eckart broke the law. He was told not to build and he did it anyways and was issued tickets. Now he does not want them. Theoretically, I could build a garage right now and should not receive a cease and desist without a building permit. Eckart did not get one, so why should he? He did not feel right if the issue is not followed through

- Councilperson Lott- Did not like how the agreement came together. The City had 10 months to do it. He knows that FEMA gave us a deadline, but it does not make the agreement better. Mr. Eckart broke the law. If the agreement is approved he agrees with Councilperson Patten that the City needs to be prepared to react if it is not followed. At this point he is prepared to go to litigation. Morally, he cannot vote for the agreement because he broke the law. He felt that it was build now, forgive later issue. The reasons he voted against the agreement are the variabilities of what could happen.
- Councilperson Andrews-Felt that the City had higher priorities to deal with that is way more important to the citizens. Mitigate and move on. The City is showing efforts to stay in compliance with FEMA, and felt that FEMA would not pull the insurance

Mayor Hollowell asked if there is someone on Council that has changed their vote. He said he would break the tie, but he would like Council to make the decision.

Councilperson Patten said if the City loses the NFIP rating, everyone in this town will be forced to leave with a bankruptcy or possibly a foreclosure attached to their names. The problem with approving the agreement is that if someone else builds without approval from the City, they can say well Eckart did it, why can't I? FEMA does not care if the City receives more and more violations. Those folks do not sit at a local establishment and have coffee with you. In the end they follow the letter of law that was laid out for them. We have to take care of the people that live here and each other. She does not know what the right thing to do is, but felt that the City should make Mr. Eckart accountable because he was told so many times that what he wanted to do was not in compliance as to where his property lies in Miles City. She thought Council needed to decide what process is best to protect the NFIP rating. What are we saying if we go with the agreement and what will be shared with our public as to why we went with it? If we have really good reasons why and still protect the flood rating, then the agreement should not be approved.

Councilperson Kassner explained if the agreement is approved and Mr. Eckart pulls something and FEMA looks at it and says this is ridiculous. Are you willing to risk your house on a potential deal? If the City denies the agreement we are still ok with FEMA and now we have to go to court. He would rather spend City money on protecting people, than it possibly falling through and hurting the community.

Councilperson Andrews felt that some of the discussion had gone way over the hill. We have gone from working with an agreement that FEMA has

potentially said is good, and our attorney has worked with Eckart's attorney, to the doom and gloom that everybody is going to lose their flood insurance and NFIP rating. That is not going to happen because FEMA is the most political agency in the United States, they are under scrutiny by everyone. He did not think that approving the agreement would jeopardize the flood insurance for the people of Miles City, unless we get multiple violations that we do not deal with. We have given 100% good faith and effort to deal with the situation so we can stay within the confines of what we need to do. He felt the City has done a good job at that and needs to keep after it.

Mayor Hollowell explained his opinion on comments heard throughout the process. After that he would like to have another roll call vote.

- A Councilperson does need to make their own decision because they are representing their ward
- Agreement will not put the City at risk- The City has shown resiliency by telling the property owner what they need to do, and if it does not get done, it goes to litigation
- The City tried to work and plead with Mr. Eckart and he did not care.
- No penalty- Mr. Eckart has spent a lot of money during the process, but he viewed the agreement as a way of getting what he wants done. If anyone else builds in the floodway, they would have to go through the proper channels
- "Go with the flow"-He will not disagree with it, but you have to pay attention as to what flow your going with
- It will cost the City one way or the other. He has talked to 20-40 people and they all said, if it is going to cost the City, then the building better come down.
- Too many opens- The one that bothered him was to use the 1316 designation in the agreement as justification as to not requiring said structure to be in strict compliance with the City's flood code provisions. Either the lawyer does not fully understand what we are dealing with; or we are dealing with someone who is trying to get out of other requirements
- Willingly broke the law- He gave Mr. Eckart several other options in ways to build the structure. It did not make any difference to the design. Mr. Eckart did not care how it was going to affect the community
- Don't like how it came together- Mr. Gray thought that the acceptance of the 1316 meant that the issue was finished. If the City approves the agreement, then it could do what it needs to do now, if the issue goes to litigation there could be a lot of money spent and the City is risking kicking the can down the road and end up doing what we could do now
- Build now, forgiveness later- He agreed. Council has in the past acted on others that violated City ordinances.
- Money way short- He agreed, but felt there is a way the City could finance the litigation. He would love to see the money go to more positive uses, like

park improvement, a building, ambulance, police cars or things that the City really does need.

- He agreed that the City does need to be able to prove that it is working with Mr. Eckart on the issue. The issue could have been taken care of at the beginning, but now we have spent attorney hours and money to finally wake him up to it. But also, an action that seems potentially riddled with uncertainty.

Councilperson Huber explained that some Council members do not always know what is going on, for example the tickets. He guessed that the judges and maybe the Floodplain Administrator may know what is going on, so a lot of us do not know the things that have been discussed at this meeting. He felt that Council is ok on making a decision on the issue at this time.

Attorney Rice said if the agreement is not approved, that he will advise the prosecution office that the tickets are back on the table in court. Those citations do not end with the building coming down, that has to be a separate District Court action. The end result of the tickets is a fine.

Captain Baker expressed that the law was broken by his own action and put the City in this circumstance. He thought it needed to be decided by litigation.

Jenna Janshen, 604 South Center Street, said that it is a tough call either way, but he broke the law. He basically told the City to buzz off after it tried to work with him. She encouraged Council to vote on principle, because he felt that he was above the law and could do whatever he wanted. There is a reason why the City has laws, statutes and ordinances and that is to live in it, to the best of our ability. We all have budgets to live by and citizens would be hurt if flood insurance increased. She basically follows the rules, and she did not think it was right for Mr. Eckart to end up through litigation, and besting all of us.

*\*\* Mayor Hollowell asked for a second vote, The motion **failed** 4-2 with Councilperson Gardner, Patten, Kassner and Lott voting no. **Resolution No. 4379 failed.***

#### **F. Approval of September Claims**

- \*\* *Councilperson Huber moved to approve the September claims, seconded by Councilperson Gardner and passed unanimously.*

### **ADJOURNMENT**



**\*\*** *Councilperson Gardner moved to adjourn the meeting, seconded by Councilperson Lott and passed unanimously.*

The meeting was adjourned at 8:35 p.m.

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**John Hollowell, Mayor**

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**Lorrie Pearce, City Clerk**

## **Finance Committee Meeting October 20, 2020**

The Finance Committee met Tuesday, October 20, 2020 at 6:00 p.m. at the Conference Room, 17 S. 8<sup>th</sup> Street, Miles City Montana. Present were Committee Members Austin Lott, Brant Kassner and Elizabeth Patten.

Also present were: Public Utilities Director Tom Speelmon, Planner in Training Ally Capps, Mayor John Hollowell, Floodplain Administrator Samantha Malenovsky, Public Works Director Scott Gray, Police Chief Doug Colombik and City Clerk/Recorder Lorrie Pearce.

Chairperson Lott called the meeting to order.

### **1. Request of Citizens and Public Comment:**

None

### **2. Review and Recommendation Regarding Covid-19 Grant Funds**

Planner Capps reported that General Fund had received \$357,812.83 from the CARES Act for March 12<sup>th</sup> through August 31<sup>st</sup>. This reimbursement did not include benefits for dispatch, police and fire nor did it include fire wages. These will be reimbursed on the third cycle coming up. After a long discussion, the committee prioritized a list of items that they thought were important to put back into the budget.

- High priorities were: Pigeon control, Litigation costs, plumbing repair for City Hall basement, Architect cost for police department building, building for police department and fire department, purchasing a conference system for conference meetings, pay back Ambulance fund \$12,000 for personal protection equipment purchased and reimburse 911 board for Dispatch Supervisors wages
- Middle priorities were: Funding for the public nuisance fund, and 6-month vacancy saving for police department
- Low priorities were: Saving for snow removal cost, funding for the capital improvement fund and investing money

The list will be discussed more at the next finance meeting. The Mayor thought the City should accept the money received.

*\*\* Committee Member Patten moved to recommend to Council to accept the CARES ACT dollars received, seconded by Committee Member Kassner. The motion **passed** 3-0*

### **3. Review and Recommendation on Purchase of Conferencing System for Public Meetings**

Director Speelmon presented what he thought was the best option to buy for the conferencing system. It was as follows:

- Huddle-VC Kit, which has its own dedicated computer, 2 speakers (system can have up to 6 speakers), and a laser microphone
- Kit cost \$2,300
- Computer cost \$1,100
- Big screen television would be extra
- An electrician would need to be hired to add an electrical outlet to the conference room
- There was another system that cost more money, needed to purchase a separate computer and he thought cables would be everywhere and get in the way

*\*\* Committee Member Kassner moved to recommend to Council purchasing the conferencing system, seconded by Committee Member Patten. The motion passed 3-0*

**4. Review and Recommendation to set up a Fund for Litigation Related Expenses**

After a short discussion it was decided to add a new object code to the City Attorneys fund to track the litigation expenses. A budget amendment is needed.

**5. Review and Recommendation Regarding Task Order With Interstate Engineering, Inc for Preliminary Work on Intake In-River Structure**

No discussion, the item was approved by Council

**6. Review and Recommendation Regarding Task Order With Interstate Engineering, Inc for North 7th Street Water Main Rehabilitation Project**

No discussion, the item was approved by Council

**7. Discussion and Recommendation on Park District Versus Public Safety Levy**

Mayor Hollowell explained the difference on park district versus public safety levy. He said the park district is permanent where the public safety levy covers one specific item, so when it is done so is the levy.

Chairperson Lott thought the committee should talk about what the City is trying to accomplish, where are the problems and what are the solutions.

Director Gray presented his argument for a Park District-

- A lot of improvements need to happen; Finish building Stacey Fountain, sidewalks at Wibaux Park, restrooms at Maurice Hilleman complex, Jaycee Park and at the Bender/Soccer Park. Most of the equipment needs replaced
- Cost to rent port a potty for Stanley Field is \$4,000 to \$5,000 a year
- Fall Zone protection for the playground equipment needs updated

- Many trees need to be cut down in Riverside Park. They are old and a hazard
- Maintenance has fallen behind because the park is always the first one to be cut at budget time
- He explained cutting one day out on closing the Oasis or frog pool, will still cost the City a couple of hours of overtime to test the water
- If a district was voted in, that would allow the City to get more grants, etc.

Director Speelmon explained that in the future the City is going to need a Flood district. The thought behind that was to merge the flood levy and parks district together. He thought if the City improved the parks that it would bring others from surrounding areas to the City and spend money at local businesses. The City has the support from Miles City Improvement and thought they would be helpful in selling the idea.

Committee Member Patten said the City needs to engage it. You can not have nice things, if you don't pay for it. If the City could show positive results with the additional money from the district, then she thought it was a good idea. She wants people to stay in Miles City.

Mayor Hollowell recommended approving the Park District.

*\*\* Committee Member Lott moved to recommend to Council approving a Park District, seconded by Committee Member Kassner. The motion passed 3-0*

#### **8. Review and Recommendation Regarding Potential Revenue Stream for the General Fund if Recreational use of Marijuana is Approved by the Voters**

*\*\* After a short discussion, Committee Member Lott moved to table the conversation until further information is known, seconded by Committee Member Patten. The motion passed 3-0*

#### **9. Review and Recommendation Regarding Resolution No. 4370**

After a short conversation, the committee thought that General Fund could support the expense of the architect and it would be paid out of the police department fund. A budget amendment would be presented for the expense.

*\*\* Committee Member Lott moved recommending to Council to approve the expenses associated with Resolution No. 4370, seconded by Committee Member Kassner. The motion passed 3-0*

#### **10. Review and Recommendation Regarding Splash Pad Maintenance Costs**

The committee felt that the additional cost for the water would not be substantial, and the cost for maintenance would not be an issue until approximately 3-5 years from when it is built, which would be 2022. Director Gray explained that eventually a building would be needed to protect the pumps for the pad and frog pool.

*\*\* Committee Member Lott moved to recommend to Council to approve the splash pad maintenance costs, seconded by Committee Member Kassner. The motion passed, 3-0*

## **11. Review and Recommendation of Referral From HR Committee: Three Salary Increase Requests**

Chairperson Lott said that an increase request was recommended by the Human Resource Committee and referred to finance, after having gone through the correct channels. There were no increase amounts recommended by Human Resource Committee.

### **The committee discussed Director Grays' request:**

- Director Gray explained that he submitted his request on February 3<sup>rd</sup>, before the due date of March 13<sup>th</sup>. The date was set so the request could be discussed before budget time, but the request went to Human Resources several times. There were several issues with the process and they had to be solved before a decision was made. Now budget is set, but again the request was submitted way before budget time. He is asking for a 4% increase, which would cost general fund an additional \$500.48 a year. He had not received an increase in the last three years, and if you compare the increase to the consumer price index, it would be less than the overall cost of living for those three years. He said he could find the cuts in the Parks budget to cover the increase. He asked, if the increase was approved that it be retroactive back to July 1, 2020
- Director Spielmon reminded the Finance Committee that the Human Resource Committee recommended the request to Finance based on merit. Now it was the Finance Committees' obligation to figure out if the City could afford the raise request
- Committee Member Kassner said what it comes down to is does the Park want to spend money on wages or equipment. He felt that the increase would be permanent and there are a lot of needs in all areas of general fund
- The committee compared a 4% increase to a 2.5% increase. The 4% would cost general fund \$500.48 and the 2.5% increase would cost \$312.80

*\*\* Committee Member Kassner moved to recommend to Council to approve a 2.5% increase, seconded by Committee Member Lott.*

Director Gray felt that \$200 more is not a huge amount and asked the committee to approve the 4% that he is asking for.

Committee member Patten thought the request of 4% should be recommended to get the position to a level playing field, and that is what Director Gray is asking for because he has not had a raise in three years. If we want to keep good people in Miles City, we need to take care of good people who take care of our citizens.

*\*\* Committee Member Patten moved to amend the recommendation to 4%, seconded by Committee Member Lott. The amended motion **passed** 2-1, with Committee Member Kassner voting no*

*\*\* The amended main motion **passed**, 2-1 with Committee Member Kassner voting no*

**The committee discussed Administrator Malenovsky' request:**

- Administrator Malenovsky explained she is requesting a \$2.00 to \$3.00 increase in her hourly wage. The spreadsheet breaks it out to include the cost of health insurance, etc. She has through the years as the Floodplain Administrator, cut her budget when asked, and found ways to come in under budget every year. She felt she could find a cost savings of \$2,000 to her budget if the request was approved. She said her position has odd jobs attached to it and there is really no other City to compare it to, but the closest one is in Glendive. If you compare wages to that position, her wages are below it.
- The committee discussed the cost difference between \$2.00 versus \$3.00. A \$2.00 increase would cost general fund approximately \$1,945 a year and a \$3.00 increase would cost approximately \$2,900 a year.
- It was discussed by the committee that the position is below the wage study and felt the wage needed to be increased to keep her working for the City, because it would be hard to replace her with the knowledge she has. Committee Member Kassner said his only concern is the money coming out of general fund. There are a lot of projects coming up that will cost the City money.

*\*\* Committee Member Lott moved to recommend to Council to approve a \$2.00 increase, seconded by Committee Member Patten. The motion **passed**, 2-1 with Committee Member Kassner voting no*

**The committee discussed Chief Colombik request:**

- Chief Colombik presented a base wage survey that he conducted in February. The survey showed the average monthly base wage from seventeen other agencies in the state . The average was \$6,341.84 compared to his wage of \$5,602.00. The average hourly base wage was \$36.58 compared to his wages of \$32.31 a difference of 13%. Chief Colombik requested that he is put under a contract for 2-3 years to implement wages up to the average of \$8,080 a month. He said if the City does not do anything that when he retires, it is going to be hard to hire anyone with experience for his position. He would like to stick it out for 5-8 more years.

*\*\* Committee Member Patten moved to recommend to Council to bring the wage up to average of \$6,341.84 monthly, seconded by Committee Member Lott. The motion **passed**, 2-1 with Committee Member Kassner voting no*

**12. Adjournment**

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

The meeting was adjourned at 9:30 p.m.

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**Austin Lott, Committee Chairperson**

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**Lorrie Pearce, Recorder**

**PUBLIC SERVICE COMMITTEE MEETING**  
**October 06, 2020**

The Public Service Committee met Tuesday, October 06, 2020 at 5:00pm in the City Hall Conference Room, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Present were Committee Members, Dwayne Andrews, Ken Gardner, Kathy Wilcox, and Rick Huber.

Also present: Public Works Director Scott Gray, Flood Plain Administrator Samantha Malenovsky, City Attorney Dan Rice, City Planner-in-Training Ally Capps, and Deputy City Clerk/Recorder Mary Rowe.

Committee Chairperson Andrews opened the meeting

**1. Request of Citizens/Public Comment:**

-None-

**2. Committee Member Comments:**

-None-

**3. New Business:**

**A. Review and Recommendation on Ordinance No. 1343**

Administrator Malenovsky handed out a map showing the current locations of all parking signs and explained that the Ordinance is updated to reflect current signage.

**\*\*** *Committee Member Wilcox moved to recommend to Council to approve Ordinance No. 1343 and seconded by Committee Member Gardner. The motion **passed, 4-0.***

**B. Discussion on "Downtown Art Walk"**

Jenna Janshen, 604 S. Center, explained that she and her husband purchased the old Rowland & Thomas building (908 Main Street) and had a bright idea to revitalize the downtown Main Street District with an Art Walk. She had visited the downtown area of Sheridan, Wyoming and was pleased with the beautiful artwork displayed all over the area. She handed out a small packet containing photos of the proposed sculpture and a map of other areas on/around Main Street that art work could be placed. She believes that introducing this aesthetic to Miles City would bring outsiders/visitors in and keep them entertained. She had not spoken to many businesses about her idea yet, but did speak with City Attorney Rice who would like to have sculptures placed out front of the Trails Inn and Lucas & Tonn buildings. Jenna understands that there would be certain criteria that Historic Preservation would have to approve prior to any implementation. She volunteered to create instructions and guidelines for other participating businesses to conform to ADA regulations. She is requesting approval and guidance from this Committee before presenting it to Council at the next meeting.



She expressed a sense of urgency in getting the sculpture placed outside of her building using existing grant funding.

**\*\*** *Committee Member Andrews moved to recommend to Council to approve the concept, and seconded by Committee Member Huber.*

A brief discussion about the Downtown Art Walk requirements commenced.

**\*\*** *Committee Member Andrews amended his motion to recommend to Council to approve a revocable license as a Resolution and seconded by Committee Member Huber. The motion **passed, 4-0.***

#### **4. Adjournment:**

**\*\*** *Committee Member Wilcox moved to adjourn, seconded by Committee Member Huber, the motion **passed unanimously 4-0.***

*The meeting was adjourned at 5:10pm*

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Dwayne Andrews, Chairperson

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Mary Rowe, Deputy City Clerk

# New Business

## Lorrie Pearce

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**From:** Stacy Broell <stacyluke@gmail.com> on behalf of Stacy Broell  
**Sent:** Tuesday, October 20, 2020 6:48 PM  
**To:** cityclerk@milescity-mt.org  
**Subject:** Ward 1 Council Seat

Dear Mayor and Council Members,

This letter is to express my interest in the Ward 1 Miles City Council seat vacancy. I have lived in Ward 1 since February 2019. My family and I moved to the Miles City area from Glendive in January 2018 and Miles City has quickly become our home.

My background is in accounting and finance, with my most recent experience as an Internal Audit Supervisor. I also help run our family construction business. I believe I can utilize these skills as a council member.

Thank you for your consideration.

Sincerely,

Stacy J Broell

906 N 3rd St

Miles City, MT 59301

406-939-2148

**RESOLUTION NO. 4380**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT ENTITLED “INTERLOCAL AGREEMENT FOR CREATING MONTANA FIREFIGHTERS TESTING CONSORTIUM – AMENDED AND RESTATED” WITH CERTAIN CITIES AND FIRE DISTRICTS IN THE STATE OF MONTANA.**

*WHEREAS*, the City of Miles City desires to enter into an agreement with certain Montana fire department organizations for the joint testing of potential employment candidates;

*AND WHEREAS* the provisions of Title 7, Chapter 11, Part 1, MCA, permit public agencies to contract with other public agencies for the provision of services;

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

1. The Interlocal Agreement for Montana Firefighters Testing Consortium – Amended and Restated, 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, THIS 27<sup>TH</sup> DAY OF OCTOBER, 2020.**

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

ATTEST:

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

**INTERLOCAL AGREEMENT  
FOR CREATING  
MONTANA FIREFIGHTERS TESTING CONSORTIUM  
Amended and Restated**

This Amended and Restated Interlocal Agreement ("Agreement") is made in the state of Montana by public agencies organized and existing under the laws of the state of Montana and which are signatories to this Agreement ("Members").

**RECITALS**

**WHEREAS**, Article VII, Section 7 of the Montana Constitution provides that a local government unit may: (a) cooperate with the exercise of any function, power, or responsibility with, (b) share the services of any officer of facilities with, (c) transfer or delegate any function, power, responsibility, or duty of any officer to one or more other local government units, school districts, the state, or the United States.

**WHEREAS**, Montana's Interlocal Cooperation Act provides that its purpose is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population, and other factors influencing the needs and development of local communities (Montana Code Annotated § 7-11-102).

**WHEREAS**, a public agency is any political subdivision, including municipalities, counties, and fire districts (Montana Code Annotated §7-11-103).

**WHEREAS**, the Members each provide fire protection services and each is responsible for hiring qualified firefighters.

**WHEREAS**, each Member has its own recruiting and hiring processes, and would otherwise at various times have to conduct expensive and tie-consuming testing.

**WHEREAS**, the duties of firefighter for each Member, as determined by task analysis, are similar.

**WHEREAS**, the Members would all benefit in terms of efficiency and economy by consolidating their recruiting and testing efforts for firefighter candidates by establishing a pool of qualified firefighter candidates for consideration in hiring.

**NOW THEREFORE**, in consideration of the covenants and mutual benefits described herein, the Members agree as follows:

**I. DEFINITIONS**

- A. **Board of Directors (the Board)**: The whole created by all of the sets of two Member Representatives of each Member; see also Section III (B).
- B. **Candidate**: Any person who has timely paid the application fee and submitted a complete application to take the Test.
- C. **Consortium**: The Montana Firefighters Testing Consortium.

- D. **Test:** The combined physical and written test offered annually by the Consortium.
- E. **Member:** Any public agency, as defined by Montana Code Annotated §7-11-103, including a municipality, fire district, fire service area, local government, or other political subdivision which is both (1) a signatory of this Agreement, or any amended versions thereof, and (2) in compliance with the terms of this Agreement, or any amended versions thereof, and with the membership requirements set forth in the Consortium's bylaws or any subsequent amendments thereof.
- F. **Member Representative:** One of two individuals designated by a Member to represent the Member's interests at meetings of the Consortium.

## II. DURATION

The duration of this Agreement shall be perpetual unless terminated by the Members in accord with Section VII (E) below.

## III. CREATION OF THE AUTHORITY

- A. Pursuant to the Interlocal Cooperation Act, a public entity, separate and distinct from the parties hereto, is hereby created and shall henceforth be known as the *Montana Firefighters Testing Consortium* ("the Consortium").
- B. The Consortium shall be administered by a joint board of two representatives from each Member ("Member Representatives "). This joint board shall be called the Board of Directors ("the Board"), which shall be responsible for effectuating this Agreement.

## IV. PURPOSE

The purpose of this Agreement is to set forth the general and statutorily required term of operation and financing the Consortium, which shall be responsible for the Members' undertaking of a joint testing program for the identification of qualified candidates for consideration in hiring for the position of entry-level firefighter.

## V. GOALS

The goals of the Consortium are as follows:

- A. To develop, establish, and modify, as the Board deems necessary, operational policies, protocols, and procedures to achieve the purpose of this Agreement;
- B. To implement and coordinate the financial, operational, and procedural aspects of the Test application and testing processes, procedures, and protocols;
- C. To share in the costs of administering this Agreement and achieving its purpose;
- D. To provide for the consistency of administration of the application and testing processes; and
- E. To create a list of qualified candidates after each testing cycle from which each Member may select candidates to interview and possibly hire for the position of entry-level firefighter.

## VI. FINANCING

- A. The Members shall be responsible to share equally in the costs related to this Agreement, including administering and coordinating the Test application and testing processes.
- B. The Board shall be responsible for establishing a budget each fiscal year, which shall run from July 1 through June 30 of the following year.
- C. Sources of funding may include the following:
  - 1. **Dues:** Each Member, as a condition of membership, must pay its initial membership dues and its annual dues.
    - a. The amount each new Member shall be required to pay as its initial membership dues, as well as the amount of the annual dues any Member shall be required to pay, shall be as set from time to time by a simple majority vote of the Board.
    - b. The Board may set reduced initial membership dues and reduced annual dues for Members whose financial circumstances, in the Board's sole discretion, warrant such a reduction.
  - 2. **Fees:** Additional funding of the Consortium is also derived from the Test application fees received from Candidates.
  - 3. The Consortium may also from time to time apply for and receive other sources of revenue, such as grant funds.

## VII. TERMINATION

- A. A Member may withdraw from the Consortium and this Agreement by giving the Board 60 days' written notice of the intent to withdraw.
- B. Any Member whose withdrawal would otherwise become effective 30 days or less before the scheduled Test shall not be permitted to withdraw until after the Test is completed, including tear down, and shall be required to participate, assist, and staff the testing in the same manner and effect as if the Member had not submitted notice of the intent to withdraw.
- C. When a Member withdraws, this Agreement shall remain in full force and effect with regard to the remaining Members.
- D. So long as at least two Members remain parties to this Agreement, the Consortium shall continue to operate.
- E. This Agreement may be completely terminated at any time upon the vote of 100% of the Members' governing bodies.
- F. The Consortium shall continue to exist and operate after complete termination, however, for the purpose of retiring any debt, including paying any remaining bills for operational expenses, disposing of all claims, selling all real and personal property in accord with Section VIII (B) herein, and distributing all assets equally, including cash accounts, and performing all other functions necessary to conclude the affairs of the Consortium.
- G. Following complete termination of this Agreement, Members who were Members on the date the vote in favor of terminating the Agreement was made may be required to pay an assessment to the

Consortium, as determined by the Board, to enable final disposition of all remaining balances due for operational expenses and other minor costs of doing business.

#### **VIII. PROPERTY**

- A. The real or personal property owned by the Consortium shall be owned proportionally by the Members, regardless of when they become Members. A Member which withdraws from the Consortium foregoes all interest it has in the Consortium's real or personal property so long as the Consortium continues to operate.
- B. In the case of the complete termination of this Agreement in accord with Section VII (E), any real or personal property owned by the Consortium shall be sold at fair market value and the proceeds, if any remain after disposition of all remaining balances due for operational expenses and the other minor costs of doing business, shall be divided equally, distributed, and deposited to the general funds of each of the Members who were Members on the date of the vote in favor of terminating this Agreement was made.

#### **IX. PARTIES TO THIS AGREEMENT**

- A. Each Member, as a party to this Agreement, certifies that it intends to and does contract with, for the purposes and to the extent as herein provided, all other parties who are signatories of this Agreement, or may later become signatories of this Agreement.
- B. The addition of any new Member to this Agreement shall constitute an Amendment subject to the requirements of Section XIII.
- C. Each Member further certifies that a Member's voluntary termination of this Agreement as to its own participation as a Member, as well as a Member's involuntary removal as party to this Agreement for failure to meet the Member's Responsibilities, as set forth in Section XI herein, shall not affect this Agreement nor the remaining Members' intentions to work cooperatively to achieve the goals and objectives set forth herein.

#### **X. CONSORTIUM RESPONSIBILITIES AND OBLIGATIONS**

- A. The Board will hire an independent consultant to ensure compliance with all requirements of chosen physical abilities test.
- B. The Board will ensure that the written test selected for the Consortium test has been validated for the position of entry level firefighter.
- C. The Board shall purchase and maintain liability insurance with liability limits of \$1,500,000 per occurrence and \$3,000,000 aggregate per policy year. The insurance shall name each Member as an additional insured and shall cover the Board of Directors, Members and their employees, and volunteers. The Board Chairperson shall provide a copy of the current insurance policy to each Member at the beginning of each policy year.
- D. The Board shall adopt bylaws, which shall be consistent with this Agreement and the law, and shall set forth the operational and procedural policies, protocols, and guidelines necessary to implement the Agreement's terms and achieve the Consortium's purpose and goals, including the creation of an Executive Committee, which shall handle the day-to-day business of the Consortium and which



shall have powers as more particularly described in the bylaws. At a minimum, the bylaws shall provide as follows:

1. The Officers of the Consortium shall be a chairperson, a vice-chairperson, a secretary, and a treasurer. The latter two officer positions may be combined and the offices filled by one Member Representative.
2. Officers shall be selected from the Member Representatives, except that the secretary position or the combined secretary-treasurer position may be filled by an independent contractor selected by the Board.
3. A quorum exists when a simple majority of the Member Representatives are present, either in person, by telephonic or other electronic means, such that they can hear, be heard, and meaningfully participate.
4. A vote of a simple majority at a meeting where a quorum is present shall constitute the action of the Board.
5. Minutes shall be taken at all meetings.
6. The treasurer shall provide all necessary administrative and accounting functions for the Board and shall have the custody of and disburse funds. The treasurer may delegate disbursing authority to such persons as may be authorized by the Board to perform the disbursement function.
7. As a deliberative body, the Consortium will follow basic standards of parliamentary procedure in the conduct of all its meetings, and *Robert's Rules of Order* and *Mason's Manual of Legislative Procedure* may be used for general guidance at any meeting.
8. All Board meetings shall be noticed, held, and conducted in compliance with the Open Meeting and Notice statutes of the state of Montana
9. The adoption of the bylaws and any amendments to the bylaws shall be consistent with this Agreement and the law and shall be accomplished by an affirmative written ballot of a simple majority or more of the Member Representatives.
10. Each Member and Member Representative shall receive a copy of the bylaws or any amendments thereof.
11. The Consortium shall abide by all applicable local, state, and federal laws and regulations.

## **XI. MEMBER RESPONSIBILITIES**

Members have the following responsibilities:

- A. To share equally in the cost of accomplishing the Consortium's purpose and goals, including the costs of coordinating and administering the Test.
- B. To provide, at their own expense, personnel to assist in coordinating and administering the Test, including providing personnel to staff both components of the Test.
- C. To confirm that the testing process is locally valid for the position of entry level firefighter.
  1. A confirmation must be completed prior to each test
  2. Each member agency will pay their own costs of this validation.
- D. To promptly pay their annual dues as the board shall set from time to time.
- E. To regularly attend and meaningfully participate in all meetings and every testing event.

- F. Each new Member shall:
  - 1. Undergo a Candidate Physical Ability Test Transportability Study conducted by the Consortium's Human Resources Consultant; and
  - 2. Promptly pay the initial membership fee, as shall be established by the Board.

## **XII. CONSORTIUM RIGHTS**

- A. The Board, in its sole discretion, shall determine the type of testing it will use to identify qualified candidates for consideration for hiring for the position of entry-level firefighter, including the testing processes, procedures, protocols, instruments, and equipment to be used.
- B. The Board, in its sole discretion, shall determine the intervals at which the testing will be offered, the location at which the testing will take place, and the number of candidates it will allow to take part in the testing.
- C. The Board, in its sole discretion, shall determine the number of meetings which are necessary, as well as the date, time, and location of all meetings.
- D. The Board, in its sole discretion, shall determine the amount of annual dues which shall be paid by each Member and the date when due.
- E. The Board shall have the power to contract as needed to carry out the purpose of the Consortium and this Agreement.

## **XIII. AMENDMENTS**

This Agreement may be amended at any time by a vote of a simple majority of the Members. Amendments become effective when the Board receives written confirmation from a simple majority of the Members, through their Member Representatives, that the proper authority within their jurisdiction has approved an amendment.

## **XIV. EFFECTIVE DATE**

This Agreement shall be effective and binding upon a Member when its governing body becomes a signatory hereto.

## **XV. FILING**

- A. In accord with Montana Code Annotated § 7-11-107, this Agreement shall be filed with the county clerk and recorder of the county or counties wherein each Member is situated and with the secretary of state. Upon the amendment of this Agreement, the amended version shall then be recorded as provided herein.
- B. The Board shall designate the person or persons who shall be responsible for the filing of this Agreement and any subsequent amended versions hereof.

**XVI. ASSIGNMENT**

Members may not assign any right, claim, or interest it may have as a consequence of being a party to this Agreement, and no creditor, assignee, or third party beneficiary of any Member shall have a right, claim, or title to any fund or asset of the Consortium

**XVII. EXECUTION**

This Agreement shall be executed on behalf of the Member by its chief executive officer or chairperson and attested by its clerk or secretary, as appropriate, upon approval of the Agreement by the Member's governing body. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same document.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement on the date subscribed hereto:

DATE: \_\_\_\_\_

**BIG SKY FIRE DISTRICT:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary

DATE: \_\_\_\_\_

**BILLINGS FIRE DEPARTMENT:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary

DATE: \_\_\_\_\_

**BOZEMAN FIRE DEPARTMENT:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary

DATE: \_\_\_\_\_

**BUTTE-SILVER BOW FIRE DEPARTMENT:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary

DATE: \_\_\_\_\_

**CENTRAL VALLEY FIRE DISTRICT:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary



DATE: \_\_\_\_\_

**FRENCHTOWN RURAL FIRE DISTRICT:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary

DATE: \_\_\_\_\_

**GREAT FALLS FIRE/RESCUE:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary

DATE: \_\_\_\_\_

**HAVRE FIRE DEPARTMENT:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary

DATE: \_\_\_\_\_

**HELENA FIRE DEPARTMENT:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary

DATE: \_\_\_\_\_

**KALISPELL FIRE DEPARTMENT:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary

DATE: \_\_\_\_\_

**LOCKWOOD RURAL FIRE DISTRICT**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary

DATE: \_\_\_\_\_

**MILES CITY FIRE DEPARTMENT:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary

DATE: \_\_\_\_\_

**MISSOULA FIRE DEPARTMENT:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary



DATE: \_\_\_\_\_

**MISSOULA RURAL FIRE DISTRICT:**

By: \_\_\_\_\_  
Signature of Approving Authority

\_\_\_\_\_  
Printed Name of Approving Authority

Its: \_\_\_\_\_  
Title of Approving Authority

**Attest:**

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_  
Title of Clerk/Secretary

**RESOLUTION NO. 4381**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN ENGAGEMENT AGREEMENT WITH PARKER, HEITZ AND COSGROVE, PLLC, FOR FLOODPLAIN RELATED LEGAL SERVICES.**

*WHEREAS*, the City of Miles City desires to enter into an agreement with the law firm of Parker, Heitz and Cosgrove, PLLC, for legal services related to alleged floodplain violations on property owned by Eckart Trucking, Inc.;

*AND WHEREAS* the obligations of the parties related thereto have been reduced to writing in the form of an engagement letter and agreement;

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

1. The engagement letter and agreement between Parker, Heitz and Cosgrove PLLC and the City of Miles City, 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

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 27<sup>TH</sup> day of OCTOBER, 2020.**

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

ATTEST:

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

MARK D. PARKER  
CASEY HEITZ  
SHAWN P. COSGROVE  
GEOFFREY T. CUNNINGHAM  
SAMANTHA A. HOWARD

401 North 31st St., Suite 805  
P.O. Box 7212  
Billings, MT 59103-7212  
(406) 245-9991  
FAX (406) 245-0971

October 16, 2020

City of Miles City  
Attn: Dan Rice  
City Attorney of Miles City, MT  
PO Box 728  
513 Main Street  
Miles City, MT 59301  
[drice@milescity-mt.org](mailto:drice@milescity-mt.org)

**Re: Eckart Flood Way Matter - Litigation**

Dear City of Miles City:

Thank you for considering Parker, Heitz & Cosgrove, P.L.L.C., to represent you concerning the above-referenced matter. Parker, Heitz, & Cosgrove, P.L.L.C., will be glad to assist you in trying to resolve this legal issue. We will review the matter, research the law, investigate the facts, and give you our best advice on how to proceed.

This engagement will cover the potential litigation regarding the flood way dispute between the City of Miles City and William Eckart/Eckart Trucking. This includes pre-litigation planning, drafting, attendance of meetings with city officials, as well as the entirety of the litigation process if a lawsuit is initiated.

We will charge you for all of the time we spend on this matter. This includes but is not limited to, telephone calls with you, co-counsel, opposing counsel or court personnel relating to your matter, and reviewing and responding to e-mails and messages. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for their time spent. We will charge for waiting time in court and elsewhere and for travel time, both local and out

of town.

In addition to our time, we will also charge you for costs and expenses which we incur on your matter. Those costs and expenses commonly include, but are not limited to, process servers' fees, fees fixed by law or assessed by courts and other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, word processing charges, charges for computer time and other similar items. If out of town travel is required, you will be charged transportation (*including first class airfare*), meals, lodging and all other costs of any necessary out-of-town travel by our personnel. You will also be charged the hourly rates for the time legal personnel spend traveling.

In order to effectively represent you, we may need to hire experts, consultants or private investigators. We will hire such persons and you agree to pay their fees and charges. We will select any expert witnesses, consultants or investigators to be hired.

Our office will provide you with a detailed and itemized statement each month showing the professional services performed and the costs and expenses incurred. We expect you to pay on receipt. If this ever becomes a problem for you, please call me immediately so that satisfactory arrangements for payment can be made.

While I will be the lawyer primarily responsible for your matter, other members of this firm may from time to time be called upon to assist. This is usually done on the premise that the least expensive, yet qualified, person should be performing each specific task. This should result in substantial cost savings to you over the life of your case.

If you have questions from time to time regarding the status of your case, please feel free to call me. If I am not available, please ask for my assistant, Abigail Blackburn. She maintains my deadline and matter docket and should be a ready source of information for you.

It is my policy to send you copies of each letter, document or pleading which I receive or generate on your case. I do so in order to maintain a good level of understanding on your part concerning the status of your case. If for any reason you would prefer not to receive these items, please let me know.

You have responsibilities to us, as well. We expect that you will be truthful with us, will cooperate, will keep us informed of developments, will abide by the

financial terms of our representation by paying our bills on time and that you will keep us advised of your address, telephone number and whereabouts. By providing our office with your cell phone, you are giving our office permission to call that phone. You may discharge us at any time. We may withdraw with your consent or for good cause. Good cause may include your breach of the agreement, your refusal to cooperate with us or to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical. After our services are concluded, we will upon request, deliver your file or a copy thereof to you, along with any funds or property of yours in our possession.

Finally, if you agree to these terms, please sign the acceptance of representation line set forth below and return a copy of the signed document to our office. Do not hesitate to contact me with any questions or concerns. I look forward to working with you.

Very truly yours,

PARKER, HEITZ & COSGROVE



Geoffrey T. Cunningham

GTC:ap

I, Dan Rice, on behalf of the City of Miles City, do agree to the terms of Parker, Heitz, & Cosgrove, PLLC's fee arrangement concerning my representation.

Date: \_\_\_\_\_

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

## Fee Schedule

### A. Hourly rates for attorneys:

Mark Parker	\$350.00/hour
Casey Heitz	\$300.00/hour
Shawn Cosgrove	\$300.00/hour
Geoffrey T. Cunningham	\$225.00/hour

### B. Hourly rates for paralegal rates:

Dawn Squires	\$90.00/hour
Angela Penninger	\$90.00/hour
Debbie Oliver	\$90.00/hour

### C. Standard Charges:

We charge for our time in minimum increments of .1 hours for reviewing documents/e-mails/messages/etc. Drafting e-mails/documents and responding to e-mails or correspondence is billed at a minimum of .3 hours.

### D. Costs & expenses

Color photocopies  
In-office photocopying  
Mileage at the rate allowed by IRS  
Long distance charges  
Fax  
Research

### E. Subject to change:

The rates on this schedule are subject to change on 30 days written notice. If you decline to pay any interest rates, we will have the right to withdraw as your lawyers.

----- Forwarded message -----  
From: Dan Baker <[dbaker@milescity-mt.org](mailto:dbaker@milescity-mt.org)>  
Date: Thu, Oct 22, 2020 at 8:37 AM  
Subject: MCPD TLC

To: K Wilcox <[kwilcox.mshrm@gmail.com](mailto:kwilcox.mshrm@gmail.com)>, Austin Lott <[austinlott@gmail.com](mailto:austinlott@gmail.com)>, <[epatten40@yahoo.com](mailto:epatten40@yahoo.com)>, Dwayne Andrews <[ddandrewslucy@gmail.com](mailto:ddandrewslucy@gmail.com)>, Rick Huber <[rickh@aandktransport.com](mailto:rickh@aandktransport.com)>, Ken Gardner <[dogwisper67@yahoo.com](mailto:dogwisper67@yahoo.com)>, Brant Kassner <[b79kassner@gmail.com](mailto:b79kassner@gmail.com)>  
Cc: Doug Colombik <[dcolombik@milescity-mt.org](mailto:dcolombik@milescity-mt.org)>, Spencer Anderson <[sanderson@milescity-mt.org](mailto:sanderson@milescity-mt.org)>

Good Morning everyone,

I have requested the mayor conduct a discussion with the council regarding the purchase of the TLC building. As I am going to be gone next week I wanted to make my opinions clear and give you all the opportunity to contact me with any questions before I leave for vacation.

I believe the TLC is the best option the city has for the Police Department and the should take steps to purchase the building before we lose the opportunity to do so. Below are some things to think about before the next council meeting.

- At the time of this writing there are no other buildings that I'm aware of that would work for us. The TLC building has the square footage to facilitate an operating department, is in an adequate location and is ADA compliant.
- According to the realtor the owner(s) of the building would allow the city to lease to own. Not counting the cost of remodeling (discussed later) if we purchased the building at the asking price of \$240,000 and we paid the \$36,000 a year that we are currently giving the VA we would have it paid off in 6.6 years. As the city is struggling with finances I consider this to be very fortuitous.
- It's going to cost the city to renovate the building to make it into a working police department. That's just the way it is and we can't get around it. We can work with the contractors/architects etc. to mitigate the cost but we have to plan for it.
- The decision has to be made if we are going to make this a permanent home for the department or a temporary one until a public safety building is built. While I would love a new building, I don't know if it's responsible or realistic for us to purchase the building, invest money into it and then hope we get the new building built. I would advocate for purchasing the building and making it work with the intentions of staying there for the foreseeable future. If the city eventually wants to move the department they will have a solid building in a good neighborhood that should not be too hard to sell. If done responsibly I think real estate is usually a pretty safe investment.
  
- Regardless, the most important thing to keep in mind is that we are being told that we can be evicted around March of 2021. That will be here quick. We need to get a building and start the remodeling process to make it workable.

I'll be in town for a couple of more days if anyone has any questions for me.

Sincerely,

Capt. Dan Baker  
Miles City P.D.  
406-853-2956

## Mary Rowe

---

**From:** Anna Hampton <AnnaH@solestonereimbursement.com> on behalf of Anna Hampton  
**Sent:** Monday, August 03, 2020 1:46 PM  
**To:** Mary Rowe  
**Cc:** Jessica Wallowing  
**Subject:** FW: Miles City W/O approval needed

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Mary,

Balance \$100.89

This patient is deceased as of 4-11-2020. Medicare paid on the account and the remaining balance is \$100.89. There is no estate and he did not have a spouse at the time of his death. Would you please send this to the council to approve of a deceased write-off?

Thanks,

Anna

---

**From:** Jessica Wallowing <jessica@solestonereimbursement.com>  
**Sent:** Monday, August 3, 2020 1:39 PM  
**To:** Anna Hampton <AnnaH@solestonereimbursement.com>  
**Subject:** Miles City W/O approval needed

Hey would you email Miles City (or let me know who or how I should contact them) to get a deceased pt approved for a write off?

Call# 20-0086

DOS: 01/22/2020

We don't have an accurate current address for him either.

Thanks,  
Jessica

Sent to finance  
8-6-20 (MK)

Total Requested \$171.25



## Mary Rowe

---

**From:** Anna Hampton <AnnaH@solestonereimbursement.com> on behalf of Anna Hampton  
**Sent:** Tuesday, August 04, 2020 1:07 PM  
**To:** Mary Rowe  
**Subject:** Deceased Write Off

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Mary,

I need to request an account be written off as deceased. The patient died in January. The balance on the account is \$70.36. There is no estate.

Thanks,

Anna

*Sent to Finance 8-6-20  
MK*

# Cares Act Revenue Received

10/22/20  
11:24:12

CITY OF MILES CITY  
Detail Ledger Query  
For the Accounting Periods: 7/20 - 10/20

Page: 1 of 3  
Report ID: L091

Accounts 331993-331993

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
<u>1000 GENERAL</u>						
331993 COVID-19 Federal Stimulus						
JV 6634 4			9/20		357,812.83	
	Account Total:				357,812.83	357,812.83 CR
	Fund Total:			0.00	357,812.83	

10/22/20  
11:24:12

CITY OF MILES CITY  
Detail Ledger Query  
For the Accounting Periods: 7/20 - 10/20

Page: 2 of 3  
Report ID: L091

Accounts 331993-331993

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
<u>5510 AMBULANCE FUND</u>						
331993 COVID-19 Federal Stimulus						
JV 6634 6			9/20		11,051.17	
	Account Total:				11,051.17	11,051.17 CR
	Fund Total:			0.00	11,051.17	

10/22/20  
11:24:12

CITY OF MILES CITY  
Detail Ledger Query  
For the Accounting Periods: 7/20 - 10/20

Page: 3 of 3  
Report ID: L091

Accounts 331993-331993

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
<u>5610 AIRPORT OPERATING</u>						
331993 COVID-19 Federal Stimulus						
JV 6634 2			9/20		30,000.00	
	Account Total:				30,000.00	30,000.00 CR
	Fund Total:			0.00	30,000.00	
	Grand Total:			0.00	398,864.00	*



sdi architects + design

www.sdiarch.com

909 main street | miles city, mt 59301

406.234.0777 | bjanshen@sdiarch.com

# Police Building

## PUBLISHED RATES & REIMBURSABLE EXPENSES

Effective January 01, 2020

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

### TIME:

Brandon Janshen, Principal Architect	\$115/hr
Mike Stevenson, Project Architect	\$130/hr
Chad Sutter, Project Designer	\$90/hr
Mark Toennis, Project Manager	\$85/hr
Jenna Janshen, Interior Designer	\$70/hr

### REIMBURSABLE EXPENSES:

Consultants (Engineers & Specialists)	Cost + 10%
Mileage	\$0.55/mile
Plotting, Printing, & Scanning (by SDI)	per Published Rates
Plotting, Printing, & Scanning (by others)	Cost + 10%
Postage	Cost + 10%

Mayor John Hollowell,

March 3<sup>rd</sup>, 2020

On February 3<sup>rd</sup>, 2020 HR Officer Linda Wilkins sent out an email stating the Human Resource Committee is requesting that any nonunion employee requesting a pay increase have all request to them by March 13<sup>th</sup>. I would like to request a salary increase for fiscal year 2020/ 2021. I am requesting an increase of 4%. I do not feel that when the salary survey was done that they figured into the cost of living per each year. My request for an increase in 2018 was rejected and I have not received any increase since 2017.

My budget is broken down into four allocations and is broken down in Parks (General Fund) 19%, Maintenance District #204 58%, Maintenance District #205 22%, and Maintenance District #205 1%. This would only cost the General Fund \$500.48 a year or \$41.71 a month. The three maintenance districts would cover the rest of the cost of \$2,133.62 a year or \$177.81 a month.

The consumer price index put the overall cost of living the last three years has been over 6%. I believe that a request of 4% cost of living for the last three years is fair and is affordable. When it's broken down over the last three years, my request is actually less than what the overall cost of living was for those three years.

Respectfully,



Scott Gray

Public Works Director

Cc Linda Wilkins

Miles City Public Works Director Wage Request 2020

Employed with the City: 25 years

Request for Raise: 4%

- o Cost of Living Raise: 4%

**Director Gray's Cost Allocation and Breakdown of requested raise to current base: \$5,487.73**

<u>Parks (General Fund) 1000-013-460433</u>	<u>19% = \$1,042.67 mo. X .04 = \$41.71 x 12 mo. = \$500.48 yr.</u>
<u>Streets 204 2510-107-430220</u>	<u>58% = \$3,182.88 mo. X .04 = \$127.32 x 12 mo. = \$1,527.78 yr.</u>
<u>Streets 205 2520-108-430220</u>	<u>22% = \$1,207.30 mo. X .04 = \$48.29 x 12 mo. = \$579.50 yr.</u>
<u>Streets 207 2540-109-430220</u>	<u>1% = \$ 54.87 mo. X .04 = \$2.19 x 12 mo. = \$26.34 yr.</u>
	\$5,487.73 Base                      \$219.51 mo.              \$2634.10 yr.

Department Knowledge

Departments I have an all-around understanding and historical knowledge of:

1. Public Works,
2. City Shop,
3. Park Shop,
4. Planning, Zoning,
5. Flood Control,
6. Swimming Pool,
7. City Hall,
8. Engineering and operations,
9. Historic Preservation,
10. Building Inspection,
11. Lighting Districts.

Other Departments I have worked in:

1. Public Utilities Department,
2. Water Meter Reader

## Projects Completed during my Tenure from 2013-2020

### Street Projects

- Worked with MDOT to implement the Paser road rating system to evaluate urban routes for rehabilitations.
  - Inventoried every urban route in Miles City and County.
    - Took measurements and scored the roads on a scale of 1- 10 the priority of repair they needed.
  - 1<sup>st</sup> project: Strevell & 8<sup>th</sup> St. project was completed in 2015.
    - Included ADA corners, grinding smooth concrete surfaces and asphalt surface replacement.
  - 2nd project has been named and I am waiting on MDOT for the funding.
- Involved with the Strevell project that provided new water and storm water mains and resurfacing of 20 city blocks.
  - Worked with and regularly met with the engineers to make sure the project was being completed as planned.
- Worked with MDOT on the Tatro St. project.
  - Worked with MDOT on the drainage, ADA's, resurfacing, signage and paint stripping.
  - This provided reconstruction and widening of the roadway, sidewalks, and ADA corners for Garfield School students.
- Finished paving the North side waterline project.
- Budgeted for and installed new signage in all school zones to warn drivers of fine zones.
- Involved with the Safe Routes to School sidewalk project
  - Lincoln St. to Head Start on Edgewood St.
- Budgeted for and installed over 5,000 ft. of curbing
- Continue to upgrade stop, yield, and street sign to high prismatic.
- Improved storm drainage at Southgate.
  - To help prevent flooded basement when there were large rain events and the water would run over top the detention pounds. We enlarged, and cleaned out 3 separate detention areas to better allow for drainage.
- Working with KLJ to address levee at Southgate.
- Involved with CCMC Steering Committee to address levee project.
  - One of four committee members working with corps of Engineers, FEMA, DNRC and KLJ to plan every phase of the levee project.
- Budgeted for and installed over 150 ADA corners in the last 7 years
  - Allows for handicapped access for use of sidewalks.
- Had crews continue to do maintenance on the current levee.
- Working with MDOT on the Broadus Interchange Project and the Miles City Leadership Class.
- Worked with Land Solutions on the new Zoning Code, map, and amendments.
- Working with City Planner on the GIS system.

- Worked with Interstate Engineering and Peaks to Prairie on the Transportation
  - Helped address futures transportation needs for the community in the next 20 years.
- Currently working with KLJ on the Darling Addition Project that has seen the first two phases completed and the third phase will start the summer of 2020.
  - This project will address new water, sewer, storm sewer, hydrants curbing and ADA corners.
- Continued paving projects in Maintenance Districts # 204, and #205.
- Installation of new curbing, ADA corners and pavement at Washington and Lincoln Schools.
- New concrete surfacing in the alley's downtown on the 800, and 1000 blocks of Main St.
- Worked with First Interstate Bank and MCC to get Dickinson St. extended and maintained to Haynes Ave.
- Worked with MDOT and Custer County on Chip sealing Leighton Blvd, and Cemetery Road in 2017.
- Worked with property owners to pave Arrowhead Drive in Southgate Meadows.

### **Park Projects**

- Installed the sidewalk from the Rocks Building to Riverside Park for kid's safety.
- Involved with the Bathroom Project at Riverside Park.
  - Involved in the inspection of work, punch list items, and final completion.
- Involved with the Rhino Amphitheater project with MCII
  - Was involved in deciding area for construction and features.
  - Involved with inspection of project during and completion of project.
- Added concrete improvements at the Riverside Loin's Shelter.
- Responsible for the project at Triangle Park.
  - new curbing, sidewalks, trees and ADA corners
- Removed and re-built a new press box for Connor's Stadium.
- Worked with AmeriCorps group to thin out Russian Olive Trees around Spotted Eagle and the Tongue River.
- Worked with Walleyes Unlimited to add a fish bridge, classroom, bathrooms, trail work, and fishing jetty at Spotted Eagle.
- Added new concrete, sprinklers, fencing, playground equipment, bathroom repairs at Bender Park and Soccer Complex.
- Working with Kiwanis on Milwaukee Park Improvements.
- Working with Planner on the Industrial Site subdivision.
- Working with Interstate Engineering and MCII on the new Splash pad for Wibaux Park.
- Currently seeking funding to complete the Florence Stacy Memorial Fountain in Wibaux Park.
- Made improvements to the Park Shop area to clean and put in fencing to prevent vandalism and theft.
- Working on parking improvements for Wibaux Park off of S. Strevell St.

- Involved with MCII on development of Milwaukee Folf Course.
- Implemented cameras in parks for reimbursement of vandalism.

## Other

- Implemented weekly crew meetings at City Shop.
- Available to crew when on vacation majority of the time.
- Good working relationship with staff, management and council.
- Put together a 10 year plan for paving and capital improvements for the Public Works and Park Shop.
  - In year 7 of 10-year plan.
- Have successfully managed discussions with the Outlaw and MYCBA baseball groups on 5 year park permits, field and tournament scheduling.
- Worked with Soup Kitchen to get the BBQ Festival in Riverside Park the 3<sup>rd</sup> week of June.
- Working with Glader Electric to get the 26 lights in Balsam Estates fused separately. Project is over halfway done and currently we are able to repair 3-4 lights per budget year.
- Overseen the remodeled elevator, roof project, garage improvements, fire alarm system and bathroom improvements at City Hall.
- Have put together a great crew of employees and operators at the Park, Street and City Shop.
  - These employees have been able to take on a lot of responsibility with professionalism and do it successfully.
- Coordinated the snow removal operation during winters.
  - The winter of 2018 was exceptionally difficult but I feel the street crew worked hard and coordinated well with local contractors to provide a safe driving conditions that hadn't come up in over 30 years.
- Been able to purchase some new and used equipment for Street and Parks crews in order to allow them to provide better service for the tax payers of this community.
- Worked on eliminating hazardous trees from the boulevards that cause trip hazards on sidewalks and backed up stagnant water in curb lines.
- Oversaw several controversial zone change cases in 2014-2016.
- Worked with Dave Swogger and the Boys Scout groups to provide projects to help earn Eagle Scout awards throughout the years.
- Worked with MDU on the installation of LED lights in the city's lighting districts
  - Energy savings and reduction in wattage.
  - Will provide more light for less money.
- Involved with MCC on the MOU the City has with the Heavy Equipment Program assist with equipment and training areas for their students.
  - Currently sit on their advisory board.
- Worked with KLJ to get the permitting for the 57 Pit at the Airport to DEQ standards and reopened.



- Installation of new head gates at the outflow of Haynes Ave into the Yellowstone River.
- Built the new impound lot for Police Department at the old FWP building.
- Expanded and remodeling the old FWP building to better serve the Public Works and Utilities for storage and operations.
- Planning with MDOT for a future sidewalk extension from Safe Routes to School Project in 2015. This will add more sidewalks from Lincoln St. around Bender Park Complex to connect to sidewalks at head Start.
- Coordinated the remodeling of Bender Park building after the fire in 2018.

**Projects in the previous 10 years under other management 2003-2013 for Comparison**

- Pacific & 7<sup>th</sup> St. project for MDOT- New ADA's, and road resurfacing on 6 blocks.
- N. Montana St. from Leighton to Gordon St. 2 blocks of new curbing ADA's and resurfacing.
- Grant for \$150,000 to clean storm sewers. Pace Construction was the contractor.
- Resurfacing Southgate Meadows Subdivision
- Bridges on Pacific St. and Main St. completed by MDOT.
- Trail work and ADA fishing platform started at Spotted Eagle
- Paving Projects
- New lights installed on Main St.
- Less than 20 storm sewer barrels replaced over 10 year span.
- Tree removal on levee
- Asphalt Bagela purchased to allow crews to recycle and reuse asphalt.
- New docks built and roof on the bathhouse at Oasis.
- Replaced culverts in the slough on N. Montana and off of Woodbury St.
- Regular Maintenance

**Miles City Public Works Director Wage Request 2020**

**Employed with the City: 25 years**

**Request for Raise: 2.5%**

- **Cost of Living Raise: 2.5%**

**Director Gray's Cost Allocation and Breakdown of requested raise to current base: \$5,487.73**

Parks (General Fund) 1000-013-460433	19% = \$1,042.67 mo. X .025 = \$26.07 x 12 mo. = \$312.80 *
Streets 204                    2510-107-430220	58% = \$3,182.88 mo. X .025 = \$79.57 x 12 mo. = \$954.86
Streets 205                    2520-108-430220	22% = \$1,207.30 mo. X .025 = \$30.18 x 12 mo. = \$362.19
Streets 207                    2540-109-430220	1% = \$ 54.87    mo. X .025 = \$ 1.37 x 12 mo. = \$16.46
	\$5,487.73                    \$137.19                    \$1,646.28

**Department Knowledge**

**Departments I have an all-around understanding and historical knowledge of:**

1. Public Works,
2. City Shop,
3. Park Shop,
4. Planning, Zoning,
5. Flood Control,
6. Swimming Pool,
7. City Hall,
8. Engineering and operations,
9. Historic Preservation,
10. Building Inspection,
11. Lighting Districts.

**Other Departments I have worked in:**

1. Public Utilities Department,
2. Water Meter Reader

February 25, 2020

Public Works Director Scott Gray  
Public Utilities Director Tom Speelmon

On February 3, 2020 HR Officer Linda Wilkins send out an email stating that the Human Resource Committee is requesting that any nonunion employee requesting a wage increase have all requests to them by March 13th, I would like to request a salary increase for FY 20/21. I have compared the salary, duties and responsibilities of my position with the most current data for a similar position in the town of Glendive, the only comparable position in the area. That starting salary was \$4267.38 per month. Contracting with an engineering firm to perform these duties would cost upwards of \$122.50 per hour. (KLJ Hourly Rate Schedule)

I am requesting for a wage increase of between \$2.00 and \$3.00 per hour. I have attached a work sheet detailing my current wage, total salary cost and the dollar cost of the requested increase. When comparing my salary with the wage and benefit study completed in 2017 I am still well below the base of those areas surveyed.

I currently manage the Flood Control Project and have helped procure \$131,763.76 of work in kind match for the USACE Section 205 Tongue River study. I have secured a \$75,000 FEMA grant to assist in the planning and design of the storm water/slough rehabilitation project. I have reduced the community's CRS rating to a Class 8 resulting in a 10% discount for policy holders, a value of approximately \$57,291.30. I am currently trying to reduce it further to a Class 7 which would result in a 15% discount, a value of \$85,936.95. I am continuing to work with ISO and FEMA to secure further reductions.

I believe that because of my documented job performance and the resulting saving to the City of Miles City and its citizens a salary increase is justified.

Respectfully,



Samantha Malenovsky

Cc: Linda Wilkins

Attachments: Wage Spreadsheet  
Job Description  
Employee Performance Appraisal

Malenovsky - CURRENT Cost Allocation	Base Wage	Base Wage pay period	Health Insurance	SS/Medicare	Unemp	PERS	Workers Comp.	Total payment/pay period	yearly
	21.14	1832.13	794.7	140.16	2.75	158.85	7.69	2936.28	70470.74
Flood	40%	28188.29	-						
Building	10%	7047.07							
Streets 204	24%	16912.98							
Streets 205	6%	4228.24							
Water	10%	7047.07							
Sewer	10%	7047.07							
Total Cost to City	100%	70470.74							
<b>Gross Pay minus benefits</b>		<b>43971.20</b>							

Malenovsky - \$2.00 Increase Cost Allocation	Base Wage	Base Wage pay period	Health Insurance	SS/Medicare	Unemp	PERS	Workers Comp.	Total payment/pay period	yearly
	23.14	2005.47	794.7	153.42	3.01	173.87	8.42	3138.89	75333.36
				Cost of Increase					
Flood	40%	30133.34		1945.05					
Building	10%	7533.34		486.26					
Streets 204	24%	18080.01		1167.03					
Streets 205	6%	4520.00		291.76					
Water	10%	7533.34		486.26					
Sewer	10%	7533.34		486.26					
Total Cost to City	100%	75333.36		4862.62					
<b>Gross Pay minus benefits</b>		<b>48131.20</b>							

Malenovsky - \$3.00 Increase Cost Allocation	Base Wage	Base Wage/ pay period	Health Insurance	SS/Medicare	Unemp	PERS	Workers Comp.	Total payment/pay period	yearly
	24.14	2092.13	794.7	160.05	3.14	181.39	8.79	3240.19	77764.67
				Cost of Increase					
Flood	40%	31105.87		2917.57					
Building	10%	7776.47		729.39					
Streets 204	24%	18663.52		1750.54					
Streets 205	6%	4665.88		437.64					
Water	10%	7776.47		729.39					
Sewer	10%	7776.47		729.39					
Total Cost to City	100%	77764.67		7293.94					
<b>Gross Pay minus benefits</b>		<b>50211.20</b>							



**Miles City Police Department**  
210 South Winchester  
MILES CITY, MT 59301 - 406-234-6273 Fax: 406-234-4270  
Doug Colombik Chief of Police



2/20/20

To: Mayor Hollowell

From: Chief Colombik

Ref: Wage Increase Request

Dear Mayor Hollowell,

Pursuant to Resolution #4072 of the City of Miles City, I am requesting a wage increase for fiscal year 2020-2021. The reasons for my request are many, but I will attempt to focus on the main points.

The demands of my position as Chief of Police have increased significantly. We are continuously understaffed and face a trend of increasing call loads and request for service that I do not see changing anytime soon. I face the same request for service in my office as well. Technology has not helped this particular demand on me as I routinely spend several hours a day attempting to keep up with the emails, phone calls, text messages and also find time for the walk-in visitors as well as other agency officials that stop in for various business. Many of these have to be followed up on so it is a time-consuming process.

Unlike many other police administrators across the state, I have no administrative assistance so I spend many hours each week doing secretarial type work on top of my chief responsibilities. This puts me in a position where I am constantly behind and it is very difficult to make progress in different areas that need worked on.

“Help Us, Help You”



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Doug Colombik Chief of Police



The most pressing issue for me is the tremendous exposure to liability I face as Chief of Police on a day to day basis. From past experience, I have become extremely knowledgeable in employee law. The decisions I make as Chief of Police, because of this experience, keeps the city from being named in lawsuits. Something as simple as an incorrectly worded email or letter to you or a citizen can make the difference in a legal matter going away or exposing the city to liability. In addition, there is an element of liability at all times with the officers on the streets. One split second decision, right or wrong, can lead to a major litigation issue.

This is my eleventh (11) year as Chief of Police, and I strongly feel that I am as good as a chief as I have ever been due to the exposure I have faced on a variety of issues. Most police chiefs do not last more than two or three years for the obvious reasons. I have to be a patient leader, firm but flexible and always want to take things a little slower to make sure we do not skip any hurdles. The city is paying me for my experience and leadership and that includes my own senior staff constantly coming into my office for advice. I am able to give them answers quickly on how to proceed. In addition, I give constant advice with our Dispatch Supervisor who is very ambitious so I have to keep her at a slower pace so as to keep things running smooth in the dispatch center. It is good to have employees that want to go 100 mph but I have to keep them under control. Slow and steady wins the race.

I am a Human Resource manager, detective, accountant, secretary, reporter, officer manager, disciplinarian, attorney, mentor, counselor, crime scene investigator, community relations and street officer all rolled up into one person. You cannot put a price tag on a Chief of Police with over 28 years of experience, all in the same town, working for and with the same public for all those years. It would take the next chief several years to even understand his/her role in the job and at least a minimum of three years to figure out what they are doing, how to do that job and especially all the contacts they need to build relationships with. I cannot go into detail with everything I do as it would be too lengthy. There are times of the year when things need to get done, at the local, state and federal levels.

"Help Us, Help You"



## **Miles City Police Department**

210 South Winchester

MILES CITY, MT 59301 - 406-234-6273 Fax: 406-234-4270

Doug Colombik Chief of Police



We are also dealing with an increase in oil activity again and are looking at an impact due to the pipeline going in close to Miles City. This will impact law enforcement directly.

I feel the most important thing here is that the public knows me and I have an excellent relationship and reputation with the public. I was going to ask for an increase during budget prep in 2018 as well as in 2019 but decided not to, knowing the city is in a financial crisis and some employees were in jeopardy of losing their positions. I was not comfortable in receiving an increase in pay when someone may be losing their job. I also told my command staff to do the same thing. But after two years now, my salary is now again falling well below the average of several similar size police agencies (see attached 2020 survey). If frozen for a third year, my position base wage will be anywhere from 13-16% below the average factoring cost of living each year. Currently, by the survey my base wage is 13% below the average wage. As a result of the current law enforcement retention crisis occurring in the country, salaries are increasing state and nationwide in an effort to keep from losing experienced officers.

Unfortunately, Miles City is falling behind the average again, especially for Chief of Police. Back in 2012 before the salary survey results were implemented, Miles City had failed for many years to keep up with other agencies base wage. That is why my base wage in 2011/2012 was so much lower than the average base wage for Chief of Police. This could easily happen again if we do not continue to try to keep up.

I am requesting for my base wage to be increased to the survey average, and for both Human Resources and Finance Committee to review the survey, my evaluations and my accomplishments.





**Miles City Police Department**  
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Doug Colombik Chief of Police



Thank you for your time in considering this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Colombik".

Doug Colombik  
Chief of Police

Miles City Police Department

**Police Chief Base Wages**

**Survey Conducted February 2020**

**Notes**

Miles City PD	\$5602.00/Month	Chief 28.8 years' experience/longevity not included (\$7.50 extra month/year service)	
Whitefish PD	\$9155.46/Month	Chief 19 years in Whitefish/No longevity in Whitefish	Higher
Livingston PD	\$6,666.00/Month	Longevity an additional 1% base per month/year	Higher
Anaconda PD	\$5,852.33/Month	Longevity an additional \$26 per month/year	Higher
Havre PD	\$5,876.00 Month	Matrix system/years of service/\$27-29 month longevity extra	Higher
Belgrade PD	\$8,232.16	Longevity an additional \$100 per year/service paid in December each year	Higher
Columbia Falls PD	\$6,357.00/Month	Longevity based on matrix steps	Higher
Hamilton PD	\$6,940.00/Month	Longevity an additional 1% base/per year of service	Higher
Polson PD	\$6,564.25/Month	Longevity 1% base wage started 3 years ago	Higher
Dillon PD	\$5,544.58/Month	Longevity Matrix System	Lower
Lewistown PD	\$5,500.00/Month	Longevity an additional ½% of patrolman base wage	Lower
Laurel PD	\$5,445.00/Month	Longevity \$3.85 extra per month/year	Lower
Sidney PD	\$5,200.00/Month	Longevity an additional \$200 year for every 5 years	Lower
Glendive PD	\$5,477.00/Month	First year Chief. Longevity an additional \$30 month/year of service	Lower
Red Lodge PD	\$5,822.26/Month	Longevity additional 1% off base	Higher
Columbus PD	\$6,089.20/Month	Based off 2018 MTLCT Survey (2 years old)	Higher
West Yellowstone PD	\$6,389.06/Month	Based off 2018 MTLCT Survey (2 years old)	Higher
Manhattan PD	\$6,701.06/Month	Based off 2018 MTLCT Survey (2 years old)	Higher

For these results, I personally called each city and spoke to the Human Resource Officers, Finance Directors and Clerks and Treasurers. Any other city officials were sent emails if they did not call me back. Some Police Chiefs were contacted as well by email. Columbus, West Yellowstone and Manhattan Police Departments were not contacted but the figures used were through the 2018 survey conducted by the Montana League of Cities and Towns were used. These departments are considerably smaller than Miles City PD.

Average monthly base wage with seventeen other agencies (several smaller agencies with less crime rate and calls for service): \$6,341.84 (Miles City: \$5602.00)

Average hourly base wage: \$36.58 hour (Miles City: \$32.31 hour)