



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers  
And online at zoom.us*

*June 8, 2021  
6:00 p.m.*

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
  - A. Regular City Council Meeting 04/27/2021
  - B. Flood Control Committee Meeting 04/15/2021
  - C. Finance Committee Meeting 05/06/2021
  - D. Human Resources Committee Meeting 05/06/2021
  - E. Public Service Committee Meeting 05/20/2021
2. **SCHEDULE MEETINGS**
3. **REQUEST OF CITIZENS & PUBLIC COMMENT**

Jennifer Losey ~ Miles City Adult Softball League
4. **APPOINTMENTS**
5. **PROCLAMATIONS**
6. **STAFF REPORTS**
7. **CITY COUNCIL COMMENTS**
8. **MAYOR COMMENTS**
9. **COMMITTEE RECOMMENDATIONS**
  - A. Public Service Committee Recommends Approving Ordinance No. 1347
  - B. Finance Committee Recommends Council Discussion on Power to Splash Pad
  - C. Human Resources Committee Recommends Adopting Current Wage Matrix.
10. **BID OPENINGS**
11. **BID AWARDS**
12. **PUBLIC HEARINGS**
  - A. **ORDINANCE NO. 1347 (Second Reading) – AN ORDINANCE ADOPTING REVISED ENERGY CODES IN ACCORDANCE WITH STATE OF MONTANA BUILDING CODES PROGRAM REQUIREMENTS.**
  - B. **ORDINANCE NO. 1348 (Second Reading) – AN ORDINANCE AMENDING SECTION 22-245 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY ESTABLISHING REVISED TRUCK ROUTES.**

- C. PUBLIC HEARING SEEKING COMMENT REGARDING UTILITY PRELIMINARY ENGINEERING REPORTS AND REVIEW OF ENVIRONMENTLA REVIEW RECORD.

13. UNFINISHED BUSINESS

- A. ORDINANCE NO. 1347 (*Second Reading*) – AN ORDINANCE ADOPTING REVISED ENERGY CODES IN ACCORDANCE WITH STATE OF MONTANA BUILDING CODES PROGRAM REQUIREMENTS.
- B. ORDINANCE NO. 1348 (*Second Reading*) – AN ORDINANCE AMENDING SECTION 22-245 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY ESTABLISHING REVISED TRUCK ROUTES.
- C. DISCUSSION ON FLORENCE STACY FOUNTAIN

14. NEW BUSINESS

- A. DISCUSSION/APPROVAL OF AMERICAN RESCUE PLAN ACT (ARPA) PRIORITY LIST ITEMS
- B. RESOLUTION NO. 4410 - A RESOLUTION APPROVING A STANDARD ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR PROFESSIONAL SERVICES WITH JGA ARCHITECTS ENGINEERS PLANNERS, PC., FOR THE PROVISION OF ARCHITECTURAL SERVICES TO THE CITY OF MILES CITY FOR A 5-YEAR PERIOD.
- C. RESOLUTION NO. 4411 - A RESOLUTION ACCEPTING THE DETERMINATION THAT THE ENVIRONMENTAL ASSESSMENTS IN THE MILES CITY WATER SYSTEM PRELIMINARY ENGINEERING REPORT AND THE MILES CITY WATER AND WASTEWATER IMPROVEMENTS PRELIMINARY ENGINEERING REPORT ARE APPROPRIATE FOR THE INTAKE STRUCTURE, MAIN STREET WATER, NORTH MONTANA AVENUE SEWER, INDUSTRIAL PARK WATER AND SEWER, AND FAIRGROUNDS LIFT STATION AND FORCE MAIN PROJECTS
- D. RESOLUTION NO. 4412 - A RESOLUTION APPROVING A STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR PROFESSIONAL SERVICES WITH HIGH PLAINS ARCHITECTS, FOR THE PROVISION OF ARCHITECTURAL SERVICES TO THE CITY OF MILES CITY FOR A 5-YEAR PERIOD.
- E. RESOLUTION NO. 4413 - A RESOLUTION APPROVING A DEPARTMENT OF ADMINISTRATION LOCAL GOVERNMENT SERVICES BUREAU STANDARD AUDIT CONTRACT FOR FINANCIAL AUDIT SERVICES BETWEEN THE CITY OF MILES CITY AND OLNES & ASSOCIATES, PC, CPA'S

- F. **RESOLUTION NO. 4414 – A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE MILES CITY FIRE FIGHTERS LOCAL 600 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) UNION**
- G. **WRITE-OFF AMBULANCE CHARGES IN THE AMOUNTS OF \$112.94 AND \$318.31. A TOTAL AMOUNT OF \$431.25**
- H. **APPROVAL OF APRIL CLAIMS**
- I. **APPROVAL OF MAY CLAIMS**

**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

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# Minutes

# REGULAR COUNCIL MEETING April 27, 2021 6:00 p.m.

## CALL TO ORDER

The Regular Council meeting was held Tuesday, April 27, 2021, 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, Elizabeth Patten, Rick Huber, Kathy Wilcox and Stacy Broell.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Police Chief Doug Colombik, Fire Chief Branden Stevens, Planner in Training Ally Capps, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, Public Utilities Director Tom Speelmon, Human Resources Officer Linda Wilkins, RSVP Director Betty Vail, Police Captain Dan Baker, and City Clerk/Minute Recorder Mary Rowe.

## PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

## ELECT CHAIRPERSON

Councilperson Patten nominated Councilperson Kassner and seconded by Councilperson Broell. There being no other nominations, nominations were closed.

**\*\*** *Councilperson Patten moved to elect Councilperson Kassner as Council President and seconded by Councilperson Broell. The motion passed unanimously, 7-0.*

## APPROVAL OF COUNCIL & COMMITTEE MINUTES

### **City Council Minutes: 4/13/2021**

**\*\*** *Councilperson Gardner moved to approve the minutes of the Regular Council Meeting of April 13, 2021, subject to any changes, and seconded by Councilperson Huber. The motion passed by unanimous consent, 7-0.*

### **Human Resources Committee Minutes: 3/25/2021**

**\*\*** *Councilperson Andrews moved to approve the minutes of the Human Resources Committee Meeting of March 25, 2021, subject to any changes, and seconded by Councilperson Kassner. The motion passed by unanimous consent, 7-0.*

**Human Resources Committee Minutes: 4/8/2021**

\*\* Councilperson Broell moved to approve the minutes of the Human Resources Committee Meeting of April 8, 2021, subject to any changes, and seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 7-0.

**Human Resources Committee Minutes: 4/15/2021**

\*\* Councilperson Andrews moved to approve the minutes of the Human Resources Committee Meeting of April 15, 2021, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 7-0.

**Finance Committee Minutes: 4/16/2021**

\*\* Councilperson Patten moved to approve the minutes of the Finance Committee Meeting of April 16, 2021, subject to any changes, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 7-0.

**SCHEDULE MEETINGS**

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

Human Resources Committee Meeting	5/6/2021	@4:00pm
Finance Committee Meeting	5/6/2021	@6:00pm

**REQUEST OF CITIZENS & PUBLIC COMMENT**

Brian Nansel of Miles City Football presented plans to have a new scoreboard installed at Bender Park. The plans outlined price, technicalities, and three different placement options. He also stated that he had been in contact with other teams that would be utilizing the scoreboard and they are in agreement. Ingraham Environmental volunteered to install the scoreboards and Red Rock Sporting Goods donated an application that will allow remote scoreboard management.

Attorney Rice stated that in the donations policy if the total donated cost is less than \$10,000 then it is considered a minor donation and can be approved by the Public Works Directly. Anything over that threshold is considered a major donation and will need to be sent through Council to accept the donation.

Mike Etchemendy of Outlaw Baseball Club requested that two scoreboards be installed at Tedesco and Stanley Fields. He gave an overview of the attachments presented in the Council Packet. These are more baseball oriented and the total cost for each is \$9000. It will be two separate projects.

Mark Ahner, 13 South Stacy, requested that the City of Miles City assist with five areas for the 4<sup>th</sup> of July festivities. He stated that the City has been very supportive with these same requests for several years. The 4<sup>th</sup> of July parade and park

events are a community event that are family oriented and alcohol free. There will be food, bounce house, and several other activities. The five requests follow:

- Main Street closure from 9-11am on July 4<sup>th</sup> for the parade.
- City Signage for the closed street.
- A park permit with Ryno included.
- City paid event insurance coverage.
- Police Escort for the parade.

Mayor Hollowell verified with Chief Colombik that the escort was feasible for that morning.

**\*\*** *Councilperson Andrews moved to approve the five requests, seconded by Councilperson Gardner and **passed** unanimously, 7-0.*

Lorretta Rebsom Stein with Keep Miles City Beautiful presented an upcoming clean up challenge taking place April 27<sup>th</sup>, 2021 through May 10<sup>th</sup>, 2021. Keep Miles City Beautiful will provide garbage bags, gloves, and pickers to help those involved with the clean-up. She gave an overview of the past beautification, litter control, and recycling achievements. She asked that City Council support their cause, get involved, and help spread the word.

Council as a whole gave approval and encouragement, then thanked them for everything they do and have done.

## **APPOINTMENTS**

Custer County Conservation District  
Urban Supervisor - David Ritter

**\*\*** *Councilperson Andrews moved to approve the appointment and seconded by Councilperson Huber. The motion **passed** unanimously, 7-0.*

Solid Waste Board  
Council Member

Councilperson Wilcox requested that this appointment be postponed. It was unanimously agreed upon to postpone.

Custer County Miles City Flood Control Committee  
Council Member

**\*\*** *Councilperson Kassner moved to nominate Councilperson Patten for the Committee and seconded by Councilperson Patten. The motion **passed** unanimously, 7-0.*

Mayor Hollowell, with Council consent, appointed Councilperson Patten as the Council Member on the Custer County Miles City Flood Control Committee.

## **PROCLAMATIONS**

None

## **STAFF REPORTS**

Planner-in-Training Capps informed Council that she had handed out information about the subdivision now to give the Council ample time to review prior to the May 11<sup>th</sup>, 2021 Council Meeting.

Chief Stevens reported that the Fire Department/Ambulance is back at full staff!

Chief Colombik announced that Prairie County is coming on board with 911 and Southeastern Montana Dispatch. Supervisor Anderson also notified Council that there will be additional duties that come with this.

Captain Baker gave an update on the Police Department (PD) temporary move details. He said that the plan to move into the Woolhouse temporarily is now a "no go". The additional cost was estimated at 60-70 thousand dollars, but there is not enough time to get it done. He met with the Sherriff's Department and they are willing to temporarily give the PD their conference room and another room with a desk to work out of during the remodel. It was discussed at the PD that current technology would allow officers to do most of their work out of their vehicles.

Architect Janshen explained that if the temporary housing in the Woolhouse were to be a go, the price is increasing quickly. The game plan is to find the PD a temporary spot until the end of June, but utilize the upstairs and the Woolhouse with a chain link divider to secure and store evidence. He said an occupancy permit may be required and there are about fifteen days left to wait on the flood permit. Once approved, Hardy Construction has an itemized demo list start immediately. He reiterated that there will be cost savings now doing the full demo instead of temporary housing.

Custer County Commissioner Krauz said that they have made an Emergency Operating Center (EOC) room and an old day room at the EOC available. They also have an Economic Development office vacant in the Court House to give officers a place to come in and sit down.

## **CITY COUNCIL COMMENTS**

Councilperson Patten received a phone call from David Pratt with the Soup Kitchen saying they also had to move out of the VA building and are currently in a church basement. They asked about possible grants for non-profit entities. Planner-in-



Training Capps stated that there are upcoming non-profit grants and that she would keep everyone posted.

Councilperson Patten explained that the City, County, and State are working on a truck route to cut out Main Street, more specifically the underpass. It will be re-routed around the town.

### MAYOR COMMENTS

None

### COMMITTEE RECOMMENDATIONS

None

### BID OPENINGS

None

### BID AWARDS

None

### PUBLIC HEARINGS

- A. **ORDINANCE NO. 1346 - AN ORDINANCE REVISING CITY CODE SECTIONS 7-57 THROUGH 7-62 PERTAINING TO THE CITY OF MILES CITY URBAN RENEWAL DISTRICT BOARD OF COMMISSIONERS AND PROVIDING FOR AN EFFECTIVE DATE THEREOF**

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. 1346 (*Second Reading*) - AN ORDINANCE REVISING CITY CODE SECTIONS 7-57 THROUGH 7-62 PERTAINING TO THE CITY OF MILES CITY URBAN RENEWAL DISTRICT BOARD OF COMMISSIONERS AND PROVIDING FOR AN EFFECTIVE DATE THEREOF**

\*\* *Councilperson Andrews moved to approve the Ordinance, read by title only and seconded by Councilperson Patten. On roll call vote, the motion passed by unanimous consent, 7-0. Ordinance No. 1346 passed.*

### NEW BUSINESS

- A. **ORDINANCE NO. 1347 (*First Reading*) – AN ORDINANCE ADOPTING REVISED ENERGY CODES IN ACCORDANCE WITH**

**STATE OF MONTANA BUILDING CODES PROGRAM  
REQUIREMENTS.**

**\*\*** *Councilperson Gardner moved to approve the Ordinance, read by title only and seconded by Councilperson Andrews. On roll call vote, the motion passed by unanimous consent, 7-0. **Ordinance No. 1347 passed first reading.***

**B. RESOLUTION NO. 4399 - A RESOLUTION ESTABLISHING CITY  
OF MILES CITY PERSONNEL POLICIES REGARDING NON-  
UNION WAGE SCALE MATRIX**

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

Councilperson Kassner asked if anyone had looked over the cost to the City.

Councilperson Wilcox explained that this motion is just to approve the policy, not the wage scale matrix attached. The wage scale matrix is going to the Finance Committee to approve and recommend to Council.

Councilperson Patten suggested changing the verbiage to include "City of Miles City will grant step increases as budget allows", and instead of "as described" to "as proposed", and finally to add "proposed" to the wage matrix example.

**\*\*** *Councilperson Kassner moved to postpone and seconded by Councilperson Patten. On a roll call vote the motion **failed 3-4** with Councilpersons Broell, Huber, Wilcox, and Andrews voting nay.*

Mayor Hollowell clarified with Council that passing this Resolution is only passing the policy and not the wage scale matrix attached to the Resolution; Councilperson Wilcox stated that the matrix is an example.

**\*\*** *On roll call vote, the main motion passed by unanimous consent, 7-0. **Resolution No. 4399 passed.***

**C. RESOLUTION NO. 4400 - A RESOLUTION ESTABLISHING CITY  
OF MILES CITY PERSONNEL POLICIES REGARDING WAGE  
INCREASE REQUESTS**

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

Councilperson Wilcox explained that this updates the language to indicate an increase is now related to COLA and step increases. She also stated that this policy

will be rarely used after the matrix is imposed.

**\*\*** *On roll call vote, the motion passed by unanimous consent, 7-0.*  
**Resolution No. 4400 passed.**

**D. RESOLUTION NO. 4401 - A RESOLUTION APPROVING A CITY OF MILES CITY RSVP CRIMINAL HISTORY CHECK POLICY**

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

Director Vail explained that RSVP, doing business as Americorp, runs on federal grants. She stated that she will be retiring soon and wanted to ensure that the City is in line with Americorp Policy.

**\*\*** *On roll call vote, the motion passed by unanimous consent, 7-0.*  
**Resolution No. 4401 passed.**

**ADJOURNMENT**

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

The meeting was adjourned at 7:27 p.m.

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**John Hollowell, Mayor**

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**Mary Rowe, City Clerk**

## Flood Control Committee

April 15, 2021

The Flood Control Committee met Thursday, April 15, 2021, at 6:00 p.m. in the City Hall Conference Room and zoom.us. Those present were Chairperson Ken Gardner, Committee Members Elizabeth Patten and Brant Kassner.

Also present were: Floodplain Administrator Samantha Malenovsky, Public Works Director Scott Gray, and City Clerk/Minute Recorder Mary Rowe.

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

-None-

**2. Committee Members Comments:**

-None-

**3. Discussion on Flood Control Project and Funding Options**

Administrator Malenovsky gave the committee a copy of the Custer County Miles City (CCMC) Flood Control Meeting and minutes and explained that June through October there will be meetings on fine tuning the alternatives. Then public meetings will be held October through December to select alignments to the levee. Internal drainage is figured into the master stormwater plan for the slough. The City is trying to get the culverts on 7<sup>th</sup> street done prior to Montana Department of Transportation project. The total cost of the levee project is estimated at \$44,212,977, which include the remaining Section 205 study commitment, acquisition costs, Section 205 construction commitment, Yellowstone levee and storm water/internal drainage improvements. The City is anticipating an allocation 1.1 million dollars in American Rescue Plan Act (ARPA) funding from the federal government and approximately 3 billion is available through additional ARPA funding referred to as "The Beast", with approximately \$150 million going towards infrastructure projects. She also noted that as of today it is anticipated that there will be a one to one or twenty five percent match for "the beast" funding. It is in House Bill 632, which has not passed yet, so everything is subject to change. She stated that 30 million dollars is being requested by Ken Holmlund for this project; applications are due July 1<sup>st</sup>.

**4. Adjournment**

\*\* *Committee Member Gardner moved to adjourn the meeting, seconded by Committee Member Patten and passed unanimously, 3-0.*

There being no further business, the Committee adjourned at 6:51 p.m.

Respectfully Submitted,

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Ken Gardner, Chairperson

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Mary Rowe, Recorder

## **Finance Committee Meeting**

**May 06, 2021**

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The Finance Committee met Thursday, May 06, 2021 at 6:00 p.m. in the City Hall Conference room and online via zoom.us. Present were Committee Chair Stacy Broell and Committee Members Brant Kassner and Elizabeth Patten.

Also present were Public Works Director Scott Gray, Police Chief Doug Colombik, Police Captain Dan Baker, Planner-in Training Ally Capps, Public Utilities Director Tom Speelmon, Dispatch Supervisor Lyne Anderson, and City Clerk/Recorder Mary Rowe.

Chairperson Broell called the meeting to order.

### **1. Requests of Citizens and Public Comment**

None

### **2. Set a Fiscal Year 2021-2021 Budget Meeting Schedule**

Committee Member Kassner suggested that the meeting be held June 15<sup>th</sup>, 16<sup>th</sup>, and 17<sup>th</sup>, 2021 at 6:00pm. All Committee Members agreed to the schedule.

### **3. Discussion and Recommendation Rent for Probation and Parole in Woolhouse Building**

Chief Colombik said that Probation and Parole are needing a minimal amount of space. Charging \$1500-\$2000 per month seems reasonable. They are paying between \$12-\$14 per square foot now. This space will be built to suit them and give them room to expand if needed. He will discuss a long-term lease with them.

Chairperson Broell visited with Monty Lesh about commercial rental rates and they are currently about \$12-\$16 per square foot on Haynes Ave and \$6-\$11 per square foot downtown. She questioned whether Probation and Parole would be willing to enter into a twenty-year lease after the extent we are going to build to suit.

It was unanimously decided to postpone discussion and recommendation until more information is provided.

### **4. Discussion and Recommendation to approve purchase of man lift Public Works**

Director Gray stated that there is a bucket truck at Bobcat that reaches sixty feet, the one they currently have reaches only thirty-five feet. There are tons of trees that need maintenance or cut down. Currently we are renting and/or hiring contractors, at approximately \$700 per day, to do the work outside of our limits. This purchase will save the City money in the long run. He also explained that an asphalt truck was budgeted, but they found one at a quarter of the cost so there

is budgeted funds available. He and Director Speelmon explained that per policy, only Finance approval is needed to make the purchase because it is under \$80,000.

**\*\*** *Committee Member Patten moved to approve the purchase of the man lift from Bobcat and seconded by Committee Member Kassner. On a roll call vote the motion passed, 3-0.*

## **5. Discussion and Recommendation to approve purchase of semi-tractor Public Works**

Directors Gray and Speelmon explained that they share equipment between their departments and brought Dan Decker to go over his recommendations for equipment with the Committee. Dan Decker talked about how there is an old tractor that is cobbled together. If there were a more trustworthy truck, it would eliminate thousands of dollars in freight charges and the City would be able to transport equipment across town. He does not believe a new one is in order, just a nice used one. Directors Gray and Speelmon explained that there are semi-tractors available online at live auctions. They both have budgeted \$50,000 in each department, but need Finance approval to purchase equipment at auction up to \$50,000, per policy.

Committee Member Kassner asked if Attorney Rice has reviewed this, to which Director Speelmon replied no, it is City policy, and long term they are looking at purchasing a side dump truck as well.

**\*\*** *Committee Member Kassner moved to approve purchase of semi-tractor at auction up to \$50,000, seconded by Committee Member Patten. On a roll call vote the motion passed, 3-0.*

## **6. Review and update lease for Stevenson/Big Sky Cremation**

Planner-in -Training Capps stated that Stevenson's have a crematory at the VA and need to vacate. They currently have a pet crematory lease with us. The update to their lease allows the City to get them up to current policy rates. They currently pay \$466.75 annually, with the updated lease they will pay \$1100 annually. She explained that the rate is set in Resolution 4123 for the industrial site. They are wanting to add a 30x50 building on the leased property.

Committee Member Patten stated that the industrial site lease rates should be revisited for future leases.

**\*\*** *Committee Member Patten moved to approve the updated lease for Stevenson/Big Sky Cremation and seconded by Committee Member Kassner. On a roll call vote the motion passed, 3-0.*

## **7. Discussion of power to Splash Pad**

Director Gray explained that originally when MCI<sup>2</sup> proposed donating the Splash Pad they had donated the electrical. They are on phase 1 of 3, which the pumps will handle

phase 1 electrical. It will cost about \$16,000 total to add the remaining electrical. They are requesting that the City pay half the cost to install it. It will be needed for the frog pool and the Wibaux fountain too. The budget would need to be amended to include this cost or budgeted for next fiscal year. They are planning to open the Splash Pad in September.

Committee Chair Broell requested this be added to the Council Agenda as a discussion item.

**8. Discussion and Recommendation to Write-off Ambulance Charges in the amount of \$112.94**

**\*\*** *Committee Member Patten moved to recommend approval to write-off Ambulance charges in the amount of \$112.94, seconded by Committee Member Kassner. The motion passed unanimously, 3-0.*

**9. Adjournment**

**\*\*** *Committee Member Kassner moved to adjourn the meeting, seconded by Committee Member Patten and passed unanimously, 3-0.*

The meeting was adjourned at 7:03 p.m.

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**Austin Lott, Committee Chairperson**

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**Mary Rowe, Recorder**

**Human Resources Committee**  
**May 6, 2021**

The **Human Resources Committee** met Thursday, May 6, 2021 at 4:00 p.m. in the City Hall Conference Room. Present were Committee Members Kathy Wilcox, Stacy Broell, and Dwayne Andrews. Committee Member Rick Huber was excused. Also present were: Police Chief Doug Colombik, Dispatch Supervisor Lyne Anderson, Fire Chief Branden Stevens, City Planner-in-Training Ally Capps, and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Request of Citizens

Supervisor Anderson announced that Prairie County is joining Southeastern Montana Dispatch. She has spoken with the state of Montana regarding the addition of Prairie County and the State will be awarding \$16,000 to facilitate the additional costs associated with adding Prairie County to the telecommunication system.

2. Committee Member Comments

None

3. Review, approve Position Description: 911 Telecommunicator

The position description will be formatted into the current position description template. The following changes were made to the position description:

**Summary of Work:** add "..., County of Prairie, ...move "City of Miles City" to beginning of list. Add language "Receives complaints and calls for service from the public and disseminates accurate information in a professional and efficient manner to Law Enforcement, Fire & EMS first responders. Dispatches the calls and updates responders with incident information, maintains logs, records and paperwork. Assists the public with a variety of information and direction." **Personal Contacts:** add "...City of Miles City Police..." **Nature of Work:** strike "May be required to act as a matron in the absence of a female." **Essential Functions:** strike "...and not interrupting at inappropriate times" Bullet - Judgement and Decision Making add "Considering multiple actions to an incident to determine the appropriate action for response." Bullet - Coordination add "...assist the public." Bullet - Deductive Reasoning add "The ability to apply general operating guidelines to specific incidents to produce a desired and safe response." **General Duties:** Eleventh bullet strike "Receive payment for impound fees, parking tickets, dog fines and fees, catering fees, photo copy fees, and others may be necessary. Also...Collect..." Add after twelfth bullet "Due to the security of the work environment, light cleaning may be required." **Education:** add Certification in "King County Emergency Medical Dispatch"... **Special Requirements:** add "...investigations and be of good moral and ethical character."

*\*\*Committee Member Andrews moved to approve the 911 Telecommunicator Position Description as revised, seconded by Committee Member Broell. On roll call vote, the motion passed unanimously 4-0.*

4. Review, Revise, Approve COLA and Step Increase Recommendation Form

Chairperson Wilcox developed this form to track the COLA and Step Increase process. The form was reviewed and the following change was made:

Item II ...\$\_\_\_\_\_ ; ~~includes~~ for... Add - "See attached for fund breakdown."  
Item III ~~Strike Elizabeth Patten~~



*\*\*Committee Member Broell moved to approve the COLA and Step Increase Recommendation Form as revised, seconded by Committee Member Andrews. The motion passed unanimously 4-0.*

5. Discuss, Recommend to Finance Committee: COLA for FY 2021-2022

After a review of COLA information from a spreadsheet from the state of Montana as of December 2020 of 1.2% and the Department of Labor Bureau of Labor Statistics New Release from December 2020 of 1.5%, it was decided to use the 1.2% from the state of Montana.

*\*\*Committee Member Broell moved to recommend to the Finance Committee a COLA increase of 1.2% for FY 2021-2022, seconded by Committee Member Andrews. On roll call vote, the motion passed unanimously 4-0.*

6. Discuss, Recommend to Finance Committee: Step Increase for FY 2021-2022

*\*\*Committee Member Andrews moved to recommend to the Finance Committee a step increase for FY 2021-2022, seconded by Committee Member Huber. On roll call vote, the motion passed unanimously 4-0.*

7. Next Meeting: June 3, 2021; 4:15 p.m.

8. Adjournment

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

The meeting was adjourned at 4:45 p.m.

Respectfully submitted,

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Chairperson Kathy Wilcox

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Recorder Linda Wilkins

**PUBLIC SERVICE COMMITTEE MEETING**  
**May 20, 2021**

The Public Service Committee met Thursday May 20<sup>th</sup> in the City Hall Conference Room, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Present were Committee Members, Dwayne Andrews, Kathy Wilcox, and Rick Huber. Excused was: Committee Member Ken Gardner,

Also present was Human Resources Officer/Recorder Linda Wilkins.

Committee Member Andrews opened the meeting

**1. Request of Citizens**

-None-

**2. Request of Citizens**

-None-

**3. Committee Member Comments**

-None-

**4. REVIEW AND RECOMMEND ORDINANCE NO. 1347 – AN ORDINANCE ADOPTING REVISED ENERGY CODES IN ACCORDANCE WITH STATE OF MONTANA BUILDING CODES PROGRAM REQUIREMENTS.**

\*\* *Committee Member Huber moved to accept and recommend approving the Ordinance as read, and seconded by Committee Member Wilcox. On roll call vote, the motion **passed, 3-0.***

**5. Adjournment**

\*\* *Committee Member Huber motioned to adjourn the meeting, seconded by Committee Member Wilcox. Motion **passed, 3-0.***

*The meeting was adjourned at 5:04pm*

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Dwayne Andrews, Chairperson

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Linda Wilkins, Recorder



Public Hearing  
&  
Unfinished Business

**ORDINANCE NO. 1347**

**AN ORDINANCE ADOPTING REVISED ENERGY CODES IN ACCORDANCE WITH STATE OF MONTANA BUILDING CODES PROGRAM REQUIREMENTS.**

WHEREAS, the State of Montana Building Codes Program has adopted administrative rules to adopt new energy codes, and directed the City of Miles City to adopt the same.

**THEREFORE, BE IT ORDAINED**, by the City Council of the City of Miles City, Montana, as follows:

**Section 1.** Section 5-76 is amended to read as follows:

**Sec. 5-76. – Adoption, Amendments.** The city council hereby adopts the International Energy Conservation Code, 2018 Edition.

**Section 2.** This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 27<sup>th</sup> day of April, 2021.

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

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**FINALLY PASSED AND ADOPTED** this 8<sup>th</sup> day of June, 2021.

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

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**ORDINANCE NO. 1348**

**AN ORDINANCE AMENDING SECTION 22-245 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY ESTABLISHING REVISED TRUCK ROUTES.**

WHEREAS, the City of Miles City in consultation with the Montana Department of Transportation has determined that the existing truck routes in the City of Miles City require revision, to promote orderly flow of truck traffic, and for the safety of the residents of the City of Miles City;

**THEREFORE, BE IT ORDAINED**, by the City Council of the City of Miles City, Montana, as follows:

**Section 1.** Section 22-245 of the Code of Ordinances of the City of Miles City is revised to read as follows:

**“Sec. 22-245. - Truck routes established.**

There are hereby established within the city the following truck routes:

- (1) Jordan to Billings: South on MT-59 (North 7<sup>th</sup> St.), Turn right onto Pacific Ave., Turn Right onto Garryowen Rd., Turn Left onto US-12 (I-94 Business Loop), Exit 135 West on I-94 to Billings.
- (2) Jordan to Broadus: South on MT-59 (North 7<sup>th</sup> St.), Turn right onto Pacific Ave., Turn Right on Garryowen Rd., Turn Left on US-12 (I-94 Business Loop), Exit 135 East on I-94, Eastbound off ramp Exit 138, Turn Right onto MT-59 South to Broadus.
- (3) Jordan to Baker: South on MT-59 (North 7<sup>th</sup> St.), Turn right onto Pacific Ave., Turn Right on Garryowen Rd., Turn Left on US-12 (I-94 Business Loop), Exit 135 East on I-94, Eastbound off ramp Exit 141, Turn Right onto US-12 East to Baker.
- (4) Jordan to Glendive: South on MT-59 (North 7<sup>th</sup> St.), Turn right onto Pacific Ave., Turn Right on Garryowen Rd., Turn Left on US-12 (I-94 Business Loop), Exit 135 East on I-94 to Glendive.
- (5) Broadus to Jordan: North on MT-59, Exit 138 West on I-94, Westbound off ramp Exit 135, Turn Right onto US-12 (I-94 Business Loop), Turn Right onto Garryowen Rd., Turn Left onto Pacific Ave., Turn Left onto North 7<sup>th</sup> St., North on MT-59 to Jordan.

- (6) Broadus to Baker: North on MT-59, Exit 138 East on I-94, Eastbound off ramp Exit 141, Turn Right onto US-12 to Baker.
- (7) Baker to Jordan: West on US-12, Exit 141 West on I-94, Westbound off ramp Exit 135, Turn Right onto US-12 (I-94 Business Loop), Turn Right onto Garryowen Rd., Turn Left onto Pacific Ave., Turn Left onto North 7<sup>th</sup> St., MT-59 North to Jordan.
- (8) Glendive to Jordan: Westbound off ramp Exit 135, Turn Right onto US-12 (I-94 Business Loop), Turn Right onto Garryowen Rd., Turn Left onto Pacific Ave., Turn Left onto South 7<sup>th</sup> St, MT-59 North to Jordan.
- (9) Local delivery. Atlantic Avenue from Fourth Street to Tenth Street is hereby designated a portion of the truck route for local delivery only.”

**Section 2.** This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 11<sup>th</sup> day of May, 2021.

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

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**FINALLY PASSED AND ADOPTED** this 8<sup>th</sup> day of June, 2021.

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

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

Preliminary Engineering Reports  
are on file and available for viewing  
at the City Clerk's office,  
17 S 8<sup>th</sup> Street, Miles City, MT



# New Business

ARPA Priority Project List/Matching Funds

<u>Project</u>	<u>Project cost/matching funds</u>
1. Yellowstone Levee	\$25,000,000/\$2,480,000 ARPA
2. Slough Restoration	\$4,000,000/\$500,000 ARPA
3. Water Treatment Plant Intake	\$5,500,000/1,500,000 WF/ARPA
4. N 7 <sup>th</sup> Street	\$4,500,000/1,000,000 W-S/ARPA
5. N Montana Sewer	\$3,500,000/700,000 W-S/ARPA
6. Industrial Park	\$2,500,000/400,000 W-S/ARPA
7. Darling Addition Phase IV	\$4,200,000/1,000,000 W,S,MD/ARPA
8. Stormwater Drainage & Curbing with ADA Ramps and Sidewalk Improvements:	\$10,000,000/MD#204
9. Southgate Meadows Secondary Exit:	\$5,000,000/MD#204
10. Southgate Meadows Storm Water Improvement Project:	\$5,000,000/MD#204
11. Main St. Underpass Storm Sewer:	\$2,000,000/MD#204
12. Sewer Main in Industrial Park for New Restrooms for Maurice Hilleman Complex:	\$1,000,000/GF
13. Sewer Main in Denton Complex for New Restrooms:	\$1,000,000/GF

\*\$500,000 will be set aside as match for the state allocated money match of 25%

\*\*\$20,000 is set aside for a new server



## CCMC Flood Control Project Steering Committee

The **CCMC Flood Control Project Steering Committee** met Wednesday, June 2, 2021, at 1:30 p.m. over Zoom. Present were Committee Members Floodplain Administrator (FPA) Samantha Malenovsky, City Councilperson (CCP) Elizabeth Patten, Custer County Commissioner (CC) Jason Strouf, Public Works Director (PWD) Scott Gray. Also present were Public Utilities Director Tom Speelmon, (KLJ) Carl Jackson, (KLJ) Becky Bey, and (SEMDC) Julie Emmons.

The committee discussed the American Rescue Plan Act (ARPA) funds and how it may pertain to the flood control project. FPA Malenovsky wanted to know the committee's recommendation on two of the three main components within the flood control project which would be the Yellowstone River levee and the stormwater plan for the slough and how the committee would like to prioritize them.

FPA Malenovsky stated that right now City staff is looking at applying for \$25,000,000 for the Yellowstone levee portion with a match of about \$2,800,000. The storm water plan for the slough would be \$4,000,000 with a match of \$500,000. The matches for each project could come out of either the federal or state allocated money.

PWD Gray stated that this priority list is crucial for the selection process within the competitive grant selection of the state ARPA money along with future infrastructure money. He also noted that other water/sewer projects would be on this list incase projects were not selected there were backups. He commented that he would like to see the Yellowstone levee and stormwater project as a top priority on the list.

FPA Malenovsky stated that the reason why the USACE Tongue River Section 205 is not being put on this list is that it has been shown that federal money can not be used to match federal money and the USACE Section 205 is federal money. ARPA money also cannot be used for any land acquisitions that may be required for the levee footprint or any land that may need to be purchased for the storm water project.

CC Strouf stated that he would be in favor of the levee as the number one request and requesting the cap of \$25,000,000. Strouf questioned on where this project would start and Malenovsky stated it would be where the USACE ended the Tongue River project to hopefully the Wastewater Treatment Plant.

CC Strouf believes that with the USACE being further along with the planning, and he believes there is still the potential for federal to match federal, that we should apply for funds to use as our match on the Section 205 Tongue River portion. Strouf believes we should apply for the \$25,000,000 to use along the Tongue and maybe the USACE could go further with the project.

KLJ Bey believes that we could potentially do this but we would have to be extremely cautious on not using USACE directly as match, so using ARPA money potentially as the match, making sure we don't overlap something the USACE is already paying.

CC Strouf asked where the match was going to come from on the construction portion of the Tongue River 205. Malenovsky stated that this was discussed sometime ago, a district was going to be formed to help fund the match, land acquisition, and continued maintenance of the entire levee system.

PUD Speelmon stated that in the ranking criteria for the ARPA projects that SRF (State Revolving Fund) was going to be utilized and the only way that a levee would be eligible under SRF criteria would be if it could show protection of a municipal water/wastewater facility and/or lift stations.

*FPA Malenovsky moved to recommend to council the priority list as 1. Yellowstone levee 2. Storm water project on the slough 3. Tongue River Section 205 match and seconded by PWD Gray.*

CC Strouf has concerns with the plans on the Yellowstone. KLJ Bey stated that planning is an eligible expense. Bey believes that the planning portion would need to be built into the grant application for the Yellowstone portion.

FPA Malenovsky questioned if the county was looking at helping the City at all with the Yellowstone and stormwater portions of the flood control project. CC Strouf stated those discussions were not started and that the commitment is for the cost share in regards to the cost share along the Tongue. Malenovsky stated that these discussions were talked about in the past, there is a resolution which states that the cost share was for the flood control project. The Mayor and another councilperson discussed the stormwater project with the commissioner and the Yellowstone had been discussed in the past with regard to the PER that was proposed for a potential grant.

Strouf stated that these topics have not been discussed in their monthly discussion with the City and that city council members were also invited to these discussions. CC Strouf stated that the last he remembers the discussion was on the cost share agreement and as for the internal drainage portion of the flood control project and the Commissioners thought there was a discrepancy as to whether or not the agreement included that portion. CC Strouf stated that the county did not agree to cost share on the slough project but did agree on the levee project. When asked by Malenovsky to which he was referring (Yellowstone, Tongue 205, or both) CC Strouf stated the Tongue 205 specifically.

FPA Malenovsky stated that as of right now the City would be on the hook for the entire Yellowstone and the slough portions of the flood control project.

FPA Malenovsky had concerns with the 205 in regards to the federal match element. And insuring that federal money doesn't get used against federal funding when reporting back to agencies.

FPA Malenovsky noted that there is potentially money that would be put into WRDA (Water Resource Development Act) and/or the infrastructure bill that could be used for the Yellowstone portion if it does not get chosen for this grant.



**RESOLUTION NO. 4410**

**A RESOLUTION APPROVING A STANDARD ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR PROFESSIONAL SERVICES WITH JGA ARCHITECTS ENGINEERS PLANNERS, PC., FOR THE PROVISION OF ARCHITECTURAL SERVICES TO THE CITY OF MILES CITY FOR A 5-YEAR PERIOD.**

*WHEREAS*, the City of Miles City has the power to contract for architectural services without soliciting competitive bids, pursuant to MCA §7-5-4301;

*AND WHEREAS*, the City of Miles City wishes to contract with JGA Architects Engineers Planners, PC. for the provision of general architectural services to the City, as may be requested by the City from time to time, for a five (5) year period;

AND WHEREAS, JGA Architects Engineers Planners, PC. has agreed to be available to the City of Miles City to provide general architectural services upon request of the City during said five (5) year period;

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

1. The “Standard Abbreviated Form of Agreement Between Owner and Architect for Professional Services,” 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.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as may become necessary to carry out the terms of said agreement.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8<sup>TH</sup> DAY OF JUNE, 2021.**

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John Hollowell, Mayor

ATTEST:

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Mary Rowe, City Clerk

 **AIA** Document B104™ – 2017

**Standard Abbreviated Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Tenth day of May in the year 2021

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, legal status, address and other information)*

City of Miles City Montana  
17 S. 8<sup>th</sup>, PO Box 910  
Miles City, Montana  
59301-0910

and the Architect:

*(Name, legal status, address and other information)*

JGA Architects, PC  
3333 2<sup>nd</sup> Avenue North, Suite 160  
Billings, Montana  
59101

for the following Project:

*(Name, location and detailed description)*

Miles City Open End Services Agreement  
Miles City Montana

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Provide General Architectural Services as directed by the City of Miles City Mayor and City Council for a five (5) year period, with the City of Miles City having the option to extend said period for an additional five (5) year period upon City Council Approval. JGA Architects will provide general architectural and related services necessary for the design, construction and renovation of City buildings and facilities. Payment terms will be based on a work order basis and a negotiated fixed fee per scope of work.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

*(Paragraph deleted)*

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.



§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability  
\$1,000,000/\$2,000,000
- .2 Automobile Liability  
\$1,000,000
- .3 Workers' Compensation  
\$500,000
- .4 Professional Liability  
\$1,000,000/\$2,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the

Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services To Be Determined (TBD) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within sixty (60) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

Init.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.



§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Work completed to date plus 10%

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional

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credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
*(Insert amount)*  
  
To Be Determined and Negotiated on a Work Order basis
- .2 Percentage Basis  
*(Insert percentage value)*  
  
NA (NA) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other  
*(Describe the method of compensation)*

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Actual Cost plus 10%

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Actual Cost plus 10%

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	TBD	percent (		)
Construction Documents Phase	TBD	percent (		)
Construction Phase	TBD	percent (		)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Attached Rate Sheet

Employee or Category

Rate

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

%

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§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

NA

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2

(Paragraph deleted)

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Architects Hourly Billing Rates

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Insurance Certificates

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

John Hollowell Mayor, City of Miles City  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Terral D. Sukut, AIA President, JGA Architects, PC  
(Printed name, title, and license number, if required)

**HOURLY RATES**  
(Revised 2021)



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POSITION	HOURLY RATE
Project Manager	\$140.00
Project Architect	\$110.00
Architect	\$90.00
Construction Administrator	\$130.00
AIT	\$75.00
Drafter	\$70.00
Specifications Writer	\$110.00
Planner	\$130.00
Interior Designer	\$90.00
Clerical	\$50.00



**RESOLUTION NO. 4411**

**RESOLUTION ACCEPTING THE DETERMINATION THAT THE ENVIRONMENTAL ASSESSMENTS IN THE MILES CITY WATER SYSTEM PRELIMINARY ENGINEERING REPORT AND THE MILES CITY WATER AND WASTEWATER IMPROVEMENTS PRELIMINARY ENGINEERING REPORT ARE APPROPRIATE FOR THE INTAKE STRUCTURE, MAIN STREET WATER, NORTH MONTANA AVENUE SEWER, INDUSTRIAL PARK WATER AND SEWER, AND FAIRGROUNDS LIFT STATION AND FORCE MAIN PROJECTS**

**WHEREAS**, the City of Miles City has completed assessments to identify potential environmental impacts to the City;

**WHEREAS**, the draft Environmental Assessments were made available for public comment and the findings were presented and reviewed at a public meeting;

**WHEREAS**, no substantive public comment was received;

**WHEREAS**, The City of Miles City has determined that the above projects will not significantly affect the quality of the human environment and accordingly the City of Miles City has determined an EIS is not necessary;

**NOW, THEREFORE, BE IT RESOLVED** by the Council as follows;

1. That the City of Miles City adopts the final Environmental Assessments, attached hereto as Exhibit "A" and Exhibit "B," for the referenced projects.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 8<sup>TH</sup> DAY OF JUNE, 2021.**

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

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

Preliminary Engineering Reports  
are on file and available for viewing  
at the City Clerk's office,  
17 S 8<sup>th</sup> Street, Miles City, MT



**RESOLUTION NO. 4412**

**A RESOLUTION APPROVING A STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR PROFESSIONAL SERVICES WITH HIGH PLAINS ARCHITECTS, FOR THE PROVISION OF ARCHITECTURAL SERVICES TO THE CITY OF MILES CITY FOR A 5-YEAR PERIOD.**

*WHEREAS*, the City of Miles City has the power to contract for architectural services without soliciting competitive bids, pursuant to MCA §7-5-4301;

*AND WHEREAS*, the City of Miles City wishes to contract with High Plains Architects for the provision of general architectural services to the City, as may be requested by the City from time to time, for a five (5) year period;

AND WHEREAS, High Plains Architects has agreed to be available to the City of Miles City to provide general architectural services upon request of the City during said five (5) year period;

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

1. The "Standard Form of Agreement Between Owner and Architect for Professional Services," 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.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as may become necessary to carry out the terms of said agreement.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8<sup>TH</sup> DAY OF JUNE, 2021.**

---

John Hollowell, Mayor

ATTEST:

---

Mary Rowe, City Clerk


**AIA** Document B102™ – 2017

**Standard Form of Agreement Between Owner and Architect** without a Predefined Scope of Architect's Services

**AGREEMENT** made as of the 11th day of May in the year Two Thousand Twenty-one (2021)

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

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

and the Architect:  
*(Name, legal status, address and other information)*

High Plains Architects, P.C.  
2720 Minnesota Ave, 59101  
P.O. Box 2203, 59103  
Billings, MT

for the following (hereinafter referred to as "the Project"):  
*(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)*

Miles City Architect On-Call.

The projects to be undertaken for the City of Miles City during the five-year term of this agreement are not yet determined by the City of Miles City. An amendment to this agreement will be prepared for each project for which High Plains Architects is designated by the City of Miles City to provide professional services. Each amendment will enumerate the scope, required professional services, deliverables, schedule, and professional fee arrangement. The number of amendments potential under the agreement is not limited.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(1632399706)

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
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- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

**ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

Refer to Page 1 for the description of the architect's services.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

*(List name, address, and other contact information.)*

Randy Hafer, FAIA, President, Principal-in-Charge  
High Plains Architects

rhafer@highplainsarchitects.com

Ed Gulick, AIA, Vice-President, Principal-in-Charge

High Plains Architects

egulick@highplainsarchitects.com

Project managers will be designated for each project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage—included in 1.5.1 Commercial General Liability.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) each employee, and five hundred thousand dollars (\$500,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

§ 1.5.7 Additional Insured Obligations. If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.  
*(List name, address, and other contact information.)*

John Hollowell  
Mayor  
City of Miles City  
P.O. Box 910  
Miles City, MT 59301  
Or his designee

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

### ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

### ARTICLE 4 CLAIMS AND DISPUTES

#### § 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

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§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

#### § 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

#### ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

To be negotiated on a case-by-case basis.

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated on a case-by-case basis.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate  
*(Check the appropriate box.)*

One year from the date of commencement of the Architect's services

One year from the date of Substantial Completion

Other  
*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

Five years from the date of the Agreement on Page 1—May 11, 2026—except that projects underway as of this termination date may be completed under the terms listed in the amendment pertaining to said project.

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.



§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

Compensation for specific projects will be negotiated on a case-by-case basis. Specific fee arrangements will be determined based upon project type and may be any one of the following in each case: hourly plus reimbursables; hourly plus reimbursables, not to exceed; percentage of the Cost of the Work; lump sum. High Plains Architects "Hourly Rate Schedule with Travel for 2021" identified as Exhibit A is attached hereto. High Plains Architects will update its hourly rate schedule on January 1<sup>st</sup> of each year of this agreement.

### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)*

N.A.

### § 6.3 Payments to the Architect

#### § 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero dollars (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

#### § 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after



the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

12 % per annum

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

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information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

N.A.

#### ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if executed, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this Agreement.)

N.A.

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

N.A.

Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A – "High Plains Architects Hourly Rate Schedule with Travel for 2021."

- .4 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

N.A.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
ARCHITECT (Signature)

Randy Hafer, FAIA, President #1645

\_\_\_\_\_  
(Printed name, title, and license number, if required)

Int.

**EXHIBIT A with TRAVEL  
HOURLY RATE SCHEDULE \***  
for 2021

		TRAVEL RATE
PRINCIPAL	\$150.00/HR.	\$ 100.00/HR.
ASSOCIATE PRINCIPAL	\$130.00/HR.	\$ 85.00/HR.
PROJECT ARCHITECT LEVEL III	\$100.00/HR.	\$ 70.00/HR.
PROJECT ARCHITECT LEVEL II	\$ 95.00/HR.	\$ 65.00/HR.
PROJECT ARCHITECT LEVEL I	\$ 90.00/HR.	\$ 60.00/HR.
PROJECT DESIGNER LEVEL III	\$ 80.00/HR.	\$ 55.00/HR.
PROJECT DESIGNER LEVEL II	\$ 75.00/HR.	\$ 50.00/HR.
PROJECT DESIGNER LEVEL I	\$ 70.00/HR.	\$ 50.00/HR.
CAD DIRECTOR	\$ 80.00/HR.	
PROJECT SPECIALIST	\$ 75.00/HR.	
ADMINISTRATIVE SUPPORT	\$ 50.00/HR.	

Reimbursable Expenses include the following, when made on behalf of the project:

- Postage
- Overnight delivery charges
- Copy charges
- Printing charges
- Plotting charges
- Travel - \$.575/mile (This will finalize in December 2020.)
  - lodging
  - meals
  - airfare
- Finished rendered drawings (optional)
- Finished rendered models (optional)

\* Current as of January 1, 2021



WHEN WE BUILD LET US THINK THAT WE BUILD FOR EVER  
LET IT NOT BE FOR PRESENT DELIGHT, NOR FOR PRESENT  
USE ALONE LET IT BE SUCH WORK AS OUR DESCENDANTS  
WILL THANK US FOR.

—JOHN RUSKIN

## RESOLUTION NO. 4413

**A RESOLUTION APPROVING A DEPARTMENT OF ADMINISTRATION LOCAL GOVERNMENT SERVICES BUREAU STANDARD AUDIT CONTRACT FOR FINANCIAL AUDIT SERVICES BETWEEN THE CITY OF MILES CITY AND OLNES & ASSOCIATES, PC, CPA'S**

*WHEREAS*, the City of Miles City requires professional audit services, and wishes to retain the services of Olness & Associates, PC, CPA's of Billings, Montana, to provide such services;

*AND WHEREAS*, Olness & Associates, PC, CPA's have provided a three year contract for audit services for approval by the City;

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

1. That the Department of Administration Local Government Services Bureau Standard Audit Contract, attached hereto as Exhibit "A," is hereby approved and adopted by the City Council of the City of Miles City;
2. That the Mayor of the City of Miles City his hereby authorized and empowered to execute such Contract on behalf of the City, and to bind the City thereto;
3. That the Mayor is hereby authorized to execute such additional documents as may be necessary to carry out the terms of said Contract.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 8<sup>th</sup> DAY OF JUNE, 2021.**

---

John Hollowell, Mayor

ATTEST:

---

Mary Rowe, City Clerk

DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT

This Contract is made this 10<sup>th</sup> day of MAY, 2021, by and among

OLNESS & ASSOCIATES, PC

Certified Public Accountant

("Contractor"),

CITY OF MILES CITY

Governmental Entity

("Entity"),

and the **Montana Department of Administration, Local Government Services**, ("State"), acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. **The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.**

1. **Effective Date:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.

2. **Audit Period and Payment:** This contract covers the following audit period(s):  
JULY 1, 2020 to JUNE 30, 2023.

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 19,000 for initial (or sole) audit covering 7/01/2020 to 6/30/2021.  
\$ 20,000 for subsequent audit covering 7/01/2021 to 6/30/2022.  
\$ 21,000 for subsequent audit covering 7/01/2022 to 6/30/2023.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.

B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.

C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. **Peer Review:** The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received

during the contract period.

4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity's financial statements in accordance with the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor's opinion on the Entity's financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards
- C. The Contractor shall perform tests of the Entity's compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:
- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
  - (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
  - (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
  - (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). If these federal regulations are amended, the amended regulations will prevail.

- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:
  - (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring "Student Count for ANB" reports; and
  - (2) when applicable, the extracurricular funds for pupil functions.
- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.
- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing. To notify the State, Contractors shall email [LGSPortalRegistration@mt.gov](mailto:LGSPortalRegistration@mt.gov) to the attention of the Local Government Services Bureau Chief. To notify the State Office of Public Instruction, Contractors shall email [OPIAuditReport@mt.gov](mailto:OPIAuditReport@mt.gov) to the attention of the OPI Auditor.
- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. **Entity's Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;
- C. establishing and maintaining effective internal control over financial reporting, including internal



controls related to the prevention and detection of fraud;

- D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
  - E. making all financial records and related information available to the Contractor;
  - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
  - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
  - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
  - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.
10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions within this contract and by Uniform Guidance must also be included, if applicable.

- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
  - B. If the Entity's accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
  - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
  - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
11. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity;
  - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
  - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
  - D. a report on any supplementary or other information presented in the audit report. This report must be given in an "other matters" paragraph(s) of the auditor's report on the financial statements (11.A. above), and shall identify, if applicable:
    - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
    - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
      - a) schedule of school district "Student Count for ANB" required in paragraph 13.A.;
      - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;
      - c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph

12.A.; and

d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.

(3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.

(4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.

- E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
- F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:

- A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.
- B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.
- D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.
- E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.

13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:

- A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring

“Student Count for ANB” reports and as documented by the school district's enrollment records; and

B. a detailed schedule of extracurricular fund financial activities.

14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
  - A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
  - B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
  - C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
  - D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
  - E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
  - F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.
  - G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.

18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.
24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit

report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.

25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Insurance - Professional Liability:** The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

29. **Compliance with Laws:**
  - A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the

Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.

B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.
31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity's and the State's sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor's sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.



Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

**Certified Public Accountant**

OLNESS & ASSOCIATES, PC

Firm Name

By: \_\_\_\_\_

Authorized Representative

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

5/10  
21

**Governmental Entity**

CITY OF MILES CITY

Entity Name

By: \_\_\_\_\_

Authorized Representative

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

**Montana Department of Administration,  
Local Government Services**

By: \_\_\_\_\_

Approved By

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

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): CITY OF MILES CITY

Telephone: \_\_\_\_\_ Address: PO BOX 910  
(Street Address or P.O. Box)  
MILES CITY, MT 59301  
(City/Town) (Zip Code)

\_\_\_\_\_  
Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) : OLNESS & ASSOCIATES, PC

Telephone: \_\_\_\_\_ Address: 2810 CENTRAL AVE, STE B  
(Street Address or P.O. Box)  
BILLINGS, MT 59102  
(City/Town) (Zip Code)

CURT WYSS - curt@olnesscpa.com  
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

- A. This audit will cover the fiscal year(s) ending  

_____	JUNE 30,	2021	(and _____).
<i>(Month &amp; Day)</i>	<i>(Year)</i>	<i>(Year)</i>	
- B. Date to commence audit work: \_\_\_\_\_ 1/07/2022
- C. Date to submit final audit report to Entity and State: \_\_\_\_\_ 6/30/2022

2. Time and Price for Engagement:

- A. Estimated total hours - \_\_\_\_\_ 235
- B. Price for audit personnel \$ \_\_\_\_\_ 19,000.00
- Price for Travel \_\_\_\_\_
- Price for typing, clerical and report preparation \_\_\_\_\_
- Total price for this engagement \$ \_\_\_\_\_ 19,000.00

3. The reporting entity contains the following discretely presented component units: NONE

4. Date Annual Financial Report or a trial balance will be available: SEPTEMBER 2021
5. Number of copies of audit report Contractor will provide to Entity: AS REQUESTED
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:  
ACCESS TO INTERNET, PHOTOCOPIER, ACCOUNTING SOFTWARE (READ ONLY).  
ASSISTANCE WITH AUDIT INFORMATION AND SCHEDULES AS REQUESTED.  
SCAN AND UPLOAD TO DESIGNATED PORTAL ANY AND ALL DOCUMENTS REQUESTED.  
ACCESS TO SUITABLE WORKSPACE
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

OLNESS & ASSOCIATES, PC  
 Firm Name  
 By: [Signature]  
 Authorized Representative

Date: 5/10/21

**Governmental Entity**

CITY OF MILES CITY  
 Entity Name  
 By: \_\_\_\_\_  
 Authorized Representative

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

**Montana Department of Administration,  
 Local Government Services**

By: \_\_\_\_\_  
 Approved By

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

APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): CITY OF MILES CITY

Telephone: \_\_\_\_\_ Address: PO BOX 910  
(Street Address or P.O. Box)  
MILES CITY, MT 59301  
(City/Town) (Zip Code)

\_\_\_\_\_ Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) : OLNESS & ASSOCIATES, PC

Telephone: \_\_\_\_\_ Address: 2810 CENTRAL AVE. STE B  
(Street Address or P.O. Box)  
BILLINGS, MT 59102  
(City/Town) (Zip Code)

CURT WYSS – curt@olnesscpa.com  
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

- A. This audit will cover the fiscal year(s) ending  
JUNE 30, 2022 (and     ).  
(Month & Day) (Year) (Year)
- B. Date to commence audit work: 1/15/2023
- C. Date to submit final audit report  
to Entity and State: 6/30/2023

2. Time and Price for Engagement:

- A. Estimated total hours - 240
- B. Price for audit personnel \$ 20,000  
Price for Travel \_\_\_\_\_  
Price for typing, clerical \_\_\_\_\_  
and report preparation \_\_\_\_\_  
Total price for this  
engagement \$ 20,000

3. The reporting entity contains the following discretely presented component units: NONE

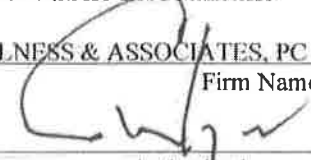
4. Date Annual Financial Report or a trial balance will be available: SEPTEMBER 2022
5. Number of copies of audit report Contractor will provide to Entity: AS REQUESTED
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:  
ACCESS TO INTERNET, PHOTOCOPIER, ACCOUNTING SOFTWARE (READ ONLY).  
ASSISTANCE WITH AUDIT INFORMATION AND SCHEDULES AS REQUESTED.  
SCAN AND UPLOAD TO DESIGNATED PORTAL ANY AND ALL DOCEMENTS REQUESTED.  
ACCESS TO SUITABLE WORKSPACE
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

OLNESS & ASSOCIATES, PC  
 Firm Name  
 By:   
 Authorized Representative

Date: 5/10/21

**Governmental Entity**

CITY OF MILES CITY  
 Entity Name  
 By: \_\_\_\_\_  
 Authorized Representative

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

**Montana Department of Administration,  
 Local Government Services**

By: \_\_\_\_\_  
 Approved By

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

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): CITY OF MILES CITY

Address: PO BOX 910  
(Street Address or P.O. Box)  
MILES CITY, MT 59301  
(City/Town) (Zip Code)

Telephone: \_\_\_\_\_  
Contact Person(s) and E-Mail Address(es) \_\_\_\_\_

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR): OLNESS & ASSOCIATES, PC

Address: 2810 CENTRAL AVE, STE B  
(Street Address or P.O. Box)  
BILLINGS, MT 59102  
(City/Town) (Zip Code)

Telephone: \_\_\_\_\_  
Contact Person(s) and E-Mail Address(es) CURT WYSS – curt@olnessepa.com

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending  
JUNE 30, 2023 (and     ):  
(Month & Day) (Year) (Year)  
B. Date to commence audit work: 1/15/2024  
C. Date to submit final audit report  
to Entity and State: 6/30/2024

2. Time and Price for Engagement:

A. Estimated total hours - 240  
B. Price for audit personnel \$ 21,000  
Price for Travel \_\_\_\_\_  
Price for typing, clerical \_\_\_\_\_  
and report preparation \_\_\_\_\_  
Total price for this \_\_\_\_\_  
engagement \$ 21,000

3. The reporting entity contains the following discretely presented component units: NONE

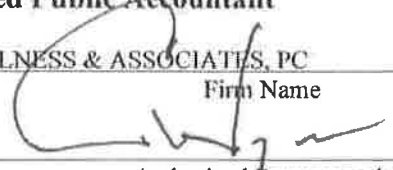
4. Date Annual Financial Report or a trial balance will be available: SEPTEMBER 2023
5. Number of copies of audit report Contractor will provide to Entity: AS REQUESTED
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:  
ACCESS TO INTERNET, PHOTOCOPIER, ACCOUNTING SOFTWARE (READ ONLY).  
ASSISTANCE WITH AUDIT INFORMATION AND SCHEDULES AS REQUESTED.  
SCAN AND UPLOAD TO DESIGNATED PORTAL ANY AND ALL DOCUMENTS REQUESTED.  
ACCESS TO SUITABLE WORKSPACE
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

OLNESS & ASSOCIATES, PC  
 Firm Name  
 By:   
 Authorized Representative

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

**Governmental Entity**

CITY OF MILES CITY  
 Entity Name  
 By: \_\_\_\_\_  
 Authorized Representative

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

**Montana Department of Administration,  
 Local Government Services**

By: \_\_\_\_\_  
 Approved By

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

**RESOLUTION NO. 4414**

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

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

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

1. The Collective Bargaining Agreement between the City of Miles City and the Local 600, attached hereto as Exhibit “A” and made a part hereof, is hereby approved and adopted by the City Council of the City of Miles City.
2. The Mayor of the City of Miles City is hereby authorized and empowered to execute the same, and to bind the City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8<sup>TH</sup> DAY OF JUNE, 2021.**

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

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk





# CITY OF MILES CITY

Council Meeting Date: June 8, 2021  
Council Agenda Report

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

**From:** John Hollowell, Mayor

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

**Presented By:** John Hollowell, Mayor

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

---

**Council may move to refer the contract to the Finance Committee for budgetary consideration. The negotiated terms of the contract may not be changed in committee, however; a recommendation may be made, to Council, to accept or reject the terms of the negotiated contract. If the terms of the contract are rejected by Council then negotiations will begin again.**

**Suggested Motion:**

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

---

**Background:**

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

**Summary of Changes**

**Agreement Term:** 2 Years – July 1, 2021 – June 30, 2023

**Minor Updates throughout the CBA:**

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

**Changes from the previous agreement include:**

Article 6.B.1-4 – Officers and Promotional Procedure – Changed entire section language to:  
“Promotional Procedure: When a permanent vacancy occurs in a position covered by this collective bargaining unit or by virtue of a newly created position refer to Addendum C.”

Article 6.C.1-7 – Officers and Promotional Procedure – Changed Item 1 to be all inclusive of training material required for rank qualification. Items 5-6 changed to 2-4. New Item 3 add .../Deputy EMS Officer.

Article 6.F – Officers and Promotional Procedure – Added language after Article 6, Section C “and addendum C..”.

Article 6.G.2-7 – Officers and Promotional Procedure – Item 2 changed to -.

2. Follow the Testing Timeline:

a. Post no later than 90 calendar days the dates of the Written Tests and Assessment Panels/Interviews.

b. Written test will be administered no earlier than 14 calendar days from the posting of promotional assessment.

c. Post no later than 60 calendar days prior to the Assessment Panel/Interviews the comprehensive list of additional education and training.

d. Review items to be considered for addition to the comprehensive list of additional education and training, which must be submitted by candidates to the chief no later than 45 days prior to the Assessment Panel/Interviews.

e. Post no later than 30 days prior to the Assessment Panel/Interviews the final comprehensive list for additional education and training.

Original Item 2 renumbered Item 3, Original Item 3 renumbered Item 4, Original Item 4 deleted, Original Item 7 deleted.

Article 10.B.2-3 – Hours of Duty – Added Items 2 and 3

2. If the Battalion Chief works a day time shift (0700-1900) for a scheduled or unscheduled vacancy during his/her normal hours, Monday-Thursday (0600-1600), those hours will go towards their 42-hour work week.

3. If the Battalion Chief works a scheduled or unscheduled vacancy outside his/her normal Monday-Thursday schedule, it will be determined as overtime for the Battalion Chief.

Article 12.C – Vacations – Posting month changed from October to September. Item 2 added

2. Requests for use of extra vacation will be submitted to the Battalion Chief and will be granted on a first come first serve basis, the request cannot be greater than 6 months in advance. The department reserves the right to deny requests based on department

needs. Such denials will be submitted to the individual requesting the extra vacation explaining the reason why.

### **Changes to Addendum A – Wages**

Matrix Changes – Cost of Living Adjustment (COLA) of 1.2% each fiscal year during the term on the contract. First year annual Increase approximately: General Fund \$6,696 and Ambulance Fund \$4,281. Second year: General Fund \$6,776 and Ambulance Fund \$4,332.

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

Firefighter 2 (FF2) – From 6.3% to 10.3%, an increase of \$133.51/month

Increase to provide parity with training requirements of a Firefighter 2, with current staffing of three (3) this will be an annual increase: General Fund \$2,932 and Ambulance Fund \$1,874.

Addendum A, Item 4.e-f – Added item e . Contracted events will be paid at 1½ times the regular hourly rate. Original item e renumbered f.

Addendum A, Item 5.a-c added:

a. Scheduled overtime: Overtime with one calendar week notice to the employee of a shift(s) needing to be filled to keep the 3 firefighter minimum clause intact. If less than one week notice and unable to fill by voluntary rotation, OT may be assigned on short notice, to maintain 3 firefighter minimum clause.

b. Voluntary overtime: Overtime that is posted and employees are able to sign up as desired including but not limited to: event standbys, out of town transfers, standbys

c. Mandatory callback: Shall fall under MCA Code with regards to emergency call back (or emergency related) MCA 2019 7-33-2001 (5).

Addendum B – Health Insurance – Table updated to current rates.

Addendum C – Promotional Procedure added to provide time guidelines and procedures for firefighter to qualify for promotion into a higher rank. This will qualify officers should a higher rank position become open.

Addendum D – Event Overtime Rotation added.

### **Alternatives:**

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

**COLLECTIVE  
BARGAINING AGREEMENT**

**between**

**MILES CITY FIRE FIGHTERS Local No. 600**

**International Association of Fire Fighters**

**and**

**THE CITY OF MILES CITY**



**July 1, 2021 through June 30, 2023**

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

**and  
The City of Miles City**

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

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

**ARTICLE 1 - RECOGNITION**

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

**ARTICLE 2 - UNION MEMBERSHIP**

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

**ARTICLE 3 - CHECK OFF**

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

#### **ARTICLE 4 - PROBATION PERIOD**

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

#### **ARTICLE 5 - SENIORITY LIST**

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

#### **ARTICLE 6 - OFFICERS AND PROMOTIONAL PROCEDURE**

- A. **Slate of Officers:** There will be an Officer, exclusive of the Chief, in charge of each regularly scheduled work shift. Said officer will have, as a minimum, been promoted to the position of Lieutenant commensurate with the requirements of Article 6, Section C of the current Agreement between the Union and the Employer. Vacancies in the position of work shift officer will be filled by the Lieutenant, whenever possible.
  - B. **Promotional Procedure:** When a permanent vacancy occurs in a position covered by this collective bargaining unit or by virtue of a newly created position refer to Addendum C.
  - C. **Eligibility for Promotion:** To be eligible for promotion to one or more of the following positions or rank, the following criteria will apply:
    - 1. **Required Training Manuals:** Completed in order as determined by the Fire Training Officer for the following ranks.
      - a. Firefighter 1 – IFSTA Building Construction, IFSTA Vehicle Extrication, and IFSTA Search and Rescue
      - b. Firefighter 2 – IFSTA Hydraulics and Water Supply and IFSTA Rapid Intervention Teams.
      - c. Engineer – IFSTA Truck Company Operations and IFSTA Fire Detection and Suppression Systems.
      - d. Captain – IFSTA Company Officer, IFSTA Code Enforcement, IFSTA Fire Officer 1.
      - e. Battalion Chief – IFSTA Fire Officer 2. Must complete IFSTA Chief Officer or equivalent as determined by the FTO and Chief of Department within 12 months of acceptance.
- Manuals listed above may be reconstituted as needed.

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



1. Determine the eligibility of all employees to be evaluated and notify, in writing, each employee of the same.
2. Follow the Testing Timeline:
  - a. Post no later than 90 calendar days the dates of the Written Tests and Assessment Panels/Interviews.
  - b. Written test will be administered no earlier than 14 calendar days from the posting of promotional assessment.
  - c. Post no later than 60 calendar days prior to the Assessment Panel/Interviews the comprehensive list of additional education and training.
  - d. Review items to be considered for addition to the comprehensive list of additional education and training, which must be submitted by candidates to the chief no later than 45 days prior to the Assessment Panel/Interviews.
  - e. Post no later than 30 days prior to the Assessment Panel/Interviews the final comprehensive list for additional education and training.
3. Procure all written test materials, or make prior arrangements for the tests to be administered by a designated and approved proctor. (Approved by Test Security Agreements or rules of the testing agency.)
4. Administer or cause to have administered the written tests to all qualified Applicants.
5. Calculate points earned by seniority.
6. Compile and summarize the composite scores of all Applicants.

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

#### **ARTICLE 7 - DISQUALIFICATION**

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

#### **ARTICLE 8 - PERSONNEL REDUCTION**

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

#### **ARTICLE 9 - SALARIES**

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

#### **ARTICLE 10 - HOURS OF DUTY**

- A. Civilian Employees: The average weekly hours of duty in a year will not exceed 40. Any hours over the 40-hour work week will be compensated for in wages or time off; except the Employer may summon and keep all personnel on duty during a conflagration or major emergency, including civilian employees. Overtime is addressed in the Wage Addendum.
- B. Shift Personnel: The work schedule will consist of a 24-hour work shift followed by 72 hours off duty. In working the 24-72 schedule, the workweek averages 42 hours per week. The Fire Chief will determine who works on each shift. All shift personnel will work a 28- day cycle, with a maximum of 212 hours, for determination of overtime compensation. Overtime is addressed in the Wage Addendum. For the purposes of interpreting the contract, a 24-hour shift will be deemed to be three working days.
  - 1. Battalion Chief of Operations: Battalion Chief of Operations will work a 42-hour work week, most commonly Monday through Thursday. The hours can be adjusted as needed. The Battalion Chief of Operations is still considered as "shift personnel".
  - 2. If the Battalion Chief works a day time shift (0700-1900) for a scheduled or unscheduled vacancy during his/her normal hours, Monday-Thursday (0600-1600), those hours will go towards their 42-hour work week.
  - 3. If the Battalion Chief works a scheduled or unscheduled vacancy outside his/her normal Monday-Thursday schedule, it will be determined as overtime for the Battalion Chief.

#### **ARTICLE 11 - EVENLY DISTRIBUTED OVERTIME**

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

## ARTICLE 12 -VACATIONS

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

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

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

- B. Unlawful Termination: It will be unlawful for an Employer to terminate or separate an employee from their employment in an attempt to circumvent the provision of this paragraph. Should a question arise under this paragraph, it will be submitted to arbitration as provided in Chapter 5, Title 27 M.C.A. unless there is a Collective Bargaining Agreement applicable.
- C. Accumulation and Selection: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last of any calendar year. Selection for vacation periods will be based on seniority. The vacation lists will be posted by September 1, and after September 15, each member will have four calendar days, one of which is a scheduled work shift, to select their vacation period. Any members failing to do so will

forfeit their seniority selection choice, and will take whatever remaining vacation period is left. Members may trade vacation periods, all or parts, upon approval of the Fire Chief.

1. Battalion Chief of Operations selection of vacation will be submitted to the Fire Chief with the vacation list. The Battalion Chief's selection shall be in addition to the vacation list and will not affect the other shift member's choices.
  2. Requests for use of extra vacation will be submitted to the Battalion Chief and will be granted on a first come first serve basis, the request cannot be greater than 6 months in advance. The department reserves the right to deny requests based on department needs. Such denials will be submitted to the individual requesting the extra vacation explaining the reason why.
- D. Cash Out: The City may refuse to cash out accumulated annual leave when the employee is discharged in accordance with 2-18-617(2)(a), MCA.

#### **ARTICLE 13 - INJURY**

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

#### **ARTICLE 14 - SICK LEAVE**

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

- A. Rate earned: Each full-time employee of the Fire Department is entitled to and will earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, 2,080 hours (52 x 40) hours will equal one year. Proportionate sick leave credits will be earned and credited at the end of each pay period. Sick leave credits will be earned at the rate of 12 working days each year without restriction as to the number of working days he/she may accumulate. For the purpose of interpreting this Article, a 24-hour shift will be deemed to be three working days.

- B. **Accrual:** An employee may not accrue sick leave credits during a continuous leave of absence without pay. Employees are not entitled to be paid for sick leave until they have been continuously employed for 90 days. Upon completion of the qualifying period, the employee is entitled to sick leave credits he/she has earned.
- C. **Prorated Credits:** Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment and normally work at least 20 hours each week of the pay period, and have worked the qualifying period.
- D. **Full-Time Temporary and Seasonal:** Full-time, temporary and seasonal employees are entitled to sick leave benefits, provided they work the qualifying period.
- E. **Lump Sum Payments:** An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave will be computed on the basis of the employee's current salary or wage. Accrual record keeping and payment of accumulated sick leave credits will be the responsibility of the Employer. When an employee transfers between Departments of the Employer, that employee will not be entitled to a lump sum payment. In such a transfer, the receiving Department will assume the liability for the accrued sick leave credits, and the credits will be transferred with the employee.
- F. **Re-employment:** An employee who receives a lump-sum payment pursuant to this Agreement and who is again employed by the Fire Department will not be credited with any sick leave for which he/she has previously been compensated.
- G. **Administration and Rules:** The Employer will be responsible for the proper administration of sick leave and will promulgate such rules and regulations as it deems necessary to achieve the uniform administration of sick leave and to prevent the abuse thereof. These rules and regulations will apply to all employees of the Department.
- H. **Abuse of Sick Leave:** Abuse of sick leave is cause for dismissal and forfeiture of the lump- sum payments provided for in this act.
- I. **Funeral Leave:** Funeral leave will be granted to the employee for the following relatives: spouse, mother, father, brother, sister, children, grandparents, grandchildren and step- relatives of the same relationships. Funeral leave for other relatives can be allowed and charged against the employee's sick leave account at the discretion of the Chief of the Department.

#### **ARTICLE 15 - EDUCATIONAL LEAVE**

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

## **ARTICLE 16 – DEFERRED COMPENSATION**

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

## **ARTICLE 17 - INSURANCE**

The following provisions apply regarding group health insurance:

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

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

- A. Grievance: Only grievances and disputes that involve the violation or interpretation of this Agreement are subject to this Grievance and Arbitration Procedure.
- B. Time Limits: The Grievant and the City shall adhere to the time limits specified in Section (D), Steps 1-5.

- C. Representation: The Grievant shall name his/her Union Representative. The City may select a Representative of its choice.
- D. Procedure: Grievances shall be processed in accordance with the following procedures:

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

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

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

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

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

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

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

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

#### **ARTICLE 19 - DISCIPLINARY PROCEDURES**

- A. **Good Cause:** Non-probationary employees shall be disciplined or discharged for good cause per the definition found at 39-2-903(5), MCA. Discipline should generally be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. However, progressive discipline is not mandatory. The level or degree of discipline imposed will be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- B. **Representation:** Rights to representation shall be governed by Weingarten and an employee may have a representative present when the City is announcing a decision regarding discipline and discharge.
- C. **Investigation:** When the Employer removes an employee from the workplace during an investigation, the employee will continue to be paid.
- D. **Personnel File:** The employee and the employee's Union Representative with the employee's authorization will have the right to inspect the full contents of his/her personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy, with a copy to the Union. An employee who disagrees with the validity of any complaint added to the file will have the opportunity to challenge said complaint under the Grievance Procedure herein. The employee will be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- E. **Reprimands:** Documented verbal warnings will be placed in an employee's file, with removal after 90 days, if another documented verbal warning is issued, within that 90 days, then both warnings will stay in the file for 180 days. Letters of reprimand shall be automatically removed from employee files after two years from the date of infraction, if the employee has no other



documented related discipline within that time period. Lower level counseling records shall be removed after one year, if the employee has no other documented related discipline within that time period. Regardless of whether the disciplinary record has been physically removed, no disciplinary record may be used against an employee after two years, if there has been no other related issue in that time.

- F. Loss of Certification: During the term of this agreement, the membership of the Union shall maintain at a minimum, their highest level of Emergency Care Provider licensure obtained and at their current level of Structure Firefighter Certification. Discipline and eventually discharge may be applied to employees who allow any of these certifications to lapse.

#### **ARTICLE 20 -WORKING RULES**

The Fire Chief will adopt rules for the operation of the Fire Department and the conduct of its employees. Such rules will be subject to the final approval of the Mayor and will not be in conflict with any of the provisions of this Agreement. An up-to-date copy will be given to each new employee. It is agreed that the Fire Chief has the right to recommend discipline or to discharge an employee for good cause, with the consent of the Mayor, providing that such measures are done in accordance with procedures outlined in MCA 7-33-4123 and MCA 7-33-4124. Disciplinary measures may be subjected to grievance and arbitration procedures as outlined in Article 17.

#### **ARTICLE 21 - ABSENTEEISM**

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

#### **ARTICLE 22 - LABOR REQUIREMENTS**

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

#### **ARTICLE 23 - PAID HOLIDAYS**

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

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

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

#### **ARTICLE 24 - COMPANY STRENGTH**

It is agreed by both parties that at least three fire fighters, exclusive of the Chief and Battalion Chief, will be on duty at all times, and when the number of fire fighters falls below three fire fighters per shift, for reasons of sickness, vacation leave, or any other reason, the Fire Chief will then refer to the overtime schedule as outlined in Article 11 of this Agreement. In the occurrence of an "unscheduled vacancy," which is defined as a vacancy which has been noticed not less than 2 hours prior to the beginning of a shift, the regular overtime protocol shall be followed. If no members are available to fill the unscheduled vacancy, the Chief may direct the Battalion Chief to fill said vacancy. In the occurrence of an "emergency fill in" vacancy, defined as a vacancy which has been noticed less than two hours prior to the beginning of a shift, or a vacancy occurring during a shift, the Chief may direct the Battalion Chief to fill the vacancy, without following the regular overtime protocol.

#### **ARTICLE 25 - PROTECTIVE CLOTHING & EQUIPMENT**

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

#### **ARTICLE 26 - HEALTH PROTECTION**

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

#### **ARTICLE 27 - UNION ACTIVITY PROTECTED**

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

#### **ARTICLE 28 - LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee consisting of three representatives appointed by the Union and two appointed by the City and the Fire Chief. The Committee will meet at the request of either party. Any topic considered by the Committee may be submitted by either party or the parties together, to the Fire Chief and the Mayor for their consideration and determination.

#### **ARTICLE 29 - SAVING CLAUSE**

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

**ARTICLE 30 - TERM**

This Agreement will be for a period of one year and will become effective as of the 1st day of July 2021 and will continue in full force and effect through the 30th day of June 2023. However, either party may give written notice of its desire to modify, amend, or terminate this Agreement to the other party, not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates.

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

Dated at Miles City, Montana, this \_\_\_\_ day of \_\_\_\_\_, 2021.

EMPLOYER:

UNION:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

## ADDENDUM A - WAGES

1. July 1, 2021 through June 30, 2022

<b>POSITION</b>	<b>Base Wage</b>	
PROBATIONARY FIREFIGHTER	\$3,118.24	
CONFIRMED FIREFIGHTER	\$3,276.63	
<b>RANKS</b>		<b>% of the Base</b>
FF1	\$154.00	4.7%
FF2	\$337.49	10.3%
Engineer	\$530.81	16.2%
Lieutenant	\$665.16	20.3%
Captain	\$783.11	23.9%
Battalion Chief	\$1,310.65	40.0%
<b>Incentive/Stipend Pay</b>		<b>% of the Base</b>
EMT	\$91.75	2.8%
EMT w/All MT State Endorsements	\$163.83	5.0%
AEMT	\$242.47	7.4%
Paramedic	\$294.90	9.0%
Critical Care Paramedic	\$393.20	12.0%
EMS Officer	\$304.73	9.3%
Deputy EMS Officer	\$154.00	4.7%
Fire Training Officer	\$304.73	9.3%
Inspector	\$304.73	9.3%
Deputy Inspector	\$154.00	4.7%
Instructor	\$22.94	0.7%
Differential Engineer to Lieutenant	\$67.17	18.3%
Differential Lieutenant to Captain	\$58.98	22.1%
Differential Engineer to Captain	\$126.15	20.1%
Differential Chief	\$263.77	32.0%
<b>Probationary FF - Out of Town Transfers</b>		<b>% of the Base</b>
EMT	\$93.55	3%
EMT w/Endorsements & AEMT	\$124.73	4%
Paramedic	\$155.91	5%
Critical Care Paramedic	\$187.09	6%
<b>Confirmed FF Out of Town Transfers</b>		<b>% of the Base</b>
EMT	\$98.30	3%
EMT w/Endorsements & AEMT	\$131.07	4%
Paramedic	\$163.83	5%
Critical Care Paramedic	\$196.60	6%

July 1, 2022 through June 30, 2023

<b>POSITION</b>	<b>Base Wage</b>	
PROBATIONARY FIREFIGHTER	\$3,155.66	
CONFIRMED FIREFIGHTER	\$3,315.95	
<b>RANKS</b>		<b>% of the Base</b>
FF1	\$155.85	4.7%
FF2	\$341.54	10.3%
Engineer	\$537.18	16.2%
Lieutenant	\$673.14	20.3%
Captain	\$792.51	23.9%
Battalion Chief	\$1,326.38	40.0%
<b>Incentive/Stipend Pay</b>		<b>% of the Base</b>
EMT	\$92.85	2.8%
EMT w/All MT State Endorsements	\$165.80	5.0%
AEMT	\$245.38	7.4%
Paramedic	\$298.44	9.0%
Critical Care Paramedic	\$397.91	12.0%
EMS Officer	\$308.38	9.3%
Deputy EMS Officer	\$155.85	4.7%
Fire Training Officer	\$308.38	9.3%
Inspector	\$308.38	9.3%
Deputy Inspector	\$155.85	4.7%
Instructor	\$23.21	0.7%
Differential Engineer to Lieutenant	\$67.98	18.3%
Differential Lieutenant to Captain	\$59.69	22.1%
Differential Engineer to Captain	\$127.66	20.1%
Differential Chief	\$266.93	32.0%
<b>Probationary FF - Out of Town Transfers</b>		<b>% of the Base</b>
EMT	\$94.67	3%
EMT w/Endorsements & AEMT	\$126.23	4%
Paramedic	\$157.78	5%
Critical Care Paramedic	\$189.34	6%
<b>Confirmed FF Out of Town Transfers</b>		<b>% of the Base</b>
EMT	\$99.48	3%
EMT w/Endorsements & AEMT	\$132.64	4%
Paramedic	\$165.80	5%
Critical Care Paramedic	\$198.96	6%

2. Out of Town Transfers: Medical Transfers shall be compensated at a premium based on current ECP licensure of the employee. The first hour of all transfers will be compensated at 1.5 times the hourly rate. Employees facilitating Medical Transfers off duty over a 100-mile radius of the Miles City will be guaranteed a minimum of eight hours pay.
3. Longevity Bonuses: Longevity Bonuses shall be computed at 1.0% per annum times their length of service on the Fire Department as measured from the date the employee was hired to the current date. Longevity bonuses shall be calculated using the base pay and the employee's current rank.
4. Standby Pay
  - a. Standbys for ambulance calls, events, county fire calls, and city fire calls shall be paid at 1½ times the regular salary amount for the first hour, followed by straight time for all additional hours.
  - b. Standbys worked on holidays shall be paid at the regular holiday rate for all holiday hours worked.
  - c. Extra vacation days and sick leave shifts shall be worked at straight time up to the maximum 212 hours under the 7K exemption of the Federal Fair Labor Standards Act.
  - d. The Fire Inspector/Deputy Fire Inspector shall be compensated at their regular hourly rate for those hours worked outside their regular scheduled shift for the purpose of performing inspections. These hours shall be kept to a minimum.
  - e. Contracted events will be paid at 1½ times the regular hourly rate.
  - f. Civilian employees shall be compensated at 1 ½ times the regular rate for those hours worked after his/her 40-hour workweek.
5. Overtime: All covered employees with the exception of the civilian employees, will be exempt from the 40-hour workweek under the condition of the 7K Exemptions to the Fair Labor Standards Act. Those under this exemption will be on a 28-day work cycle with a maximum of 212 hours of straight time compensated hours. After the maximum hours have been accumulated in the 28-day cycle, all hours over the 212 shall be paid at 1½ time the regular rate of pay. All other provisions for overtime compensation shall remain the same.
  - a. Scheduled overtime: Overtime with one calendar week notice to the employee of a shift(s) needing to be filled to keep the 3 firefighter minimum clause intact. If less than one week notice and unable to fill by voluntary rotation, OT may be assigned on short notice, to maintain 3 firefighter minimum clause.
  - b. Voluntary overtime: Overtime that is posted and employees are able to sign up as desired including but not limited to: event standbys, out of town transfers, standbys
  - c. Mandatory callback: Shall fall under MCA Code with regards to emergency call back (or emergency related) MCA 2019 7-33-2001 (5).

6. **Clothing Allotment:** The clothing allotment for members shall be \$45.00 per month; paid quarterly on March 31, June 30, September 30 and December 31. An initial \$300 will be provided to new employee's account.



## ADDENDUM B – HEALTH INSURANCE

- For contract year 2021– 2022, the monthly health insurance premium contributions will be paid as set forth below. The monthly health insurance premiums contributions will be increased by the amount the City increases its premiums contributions for other City Employees.

<b>Category - Medical Benefits</b>	<b>Employee Cost</b>	<b>Employer Cost</b>	<b>Premium</b>
Single	\$ -	\$ 808.00	\$ 693.00
Employee & Spouse	\$ 808.00	\$ 808.00	\$1,616.00
Employee & Children	\$ 606.00	\$ 808.00	\$1,414.00
Employee & Family	\$ 1,414.00	\$ 808.00	\$2,222.00
<b>Category - Dental Benefits</b>			
<b>Category - Dental Benefits</b>	<b>Employee Cost</b>	<b>Employer Cost</b>	<b>Premium</b>
Single	\$ -	\$ 34.00	\$ 34.00
Employee & Spouse	\$ 34.00	\$ 34.00	\$ 68.00
Employee & Children	\$ 32.00	\$ 34.00	\$ 66.00
Employee & Family	\$ 70.00	\$ 34.00	\$ 104.00
<b>Category - Vision Benefits</b>			
<b>Category - Vision Benefits</b>	<b>Employee Cost</b>	<b>Employer Cost</b>	<b>Premium</b>
Single	\$ -	\$ 8.15	\$ 8.15
Employee & Spouse	\$ 4.85	\$ 8.15	\$ 13.00
Employee & Children	\$ 5.10	\$ 8.15	\$ 13.25
Employee & Family	\$ 13.20	\$ 8.15	\$ 21.35

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

## **ADDENDUM C – PROMOTIONAL PROCEDURE**

The policy set forth in this document outlines the promotional policy of Miles City Fire Rescue for the positions of Battalion Chief, Captain, and Engineer. It is designed to recognize accountability and fairness in the workplace. It is a policy that will encourage promotion of well-trained personnel who have the knowledge, skills, and abilities to provide safe and effective management & leadership in an environment of mutual trust and respect.

All promotions administered under this policy shall be on the basis of education, experience, qualifications, skill, abilities, knowledge, initiative, training, and performance required for the position. The Fire Chief will post a copy of the promotional policy, and dates for the written test and Assessment Panel/Interviews no later than 90 days prior to the assessment.

A Labor Management Assessment Panel consisting of the Fire Chief or designee, Battalion Chief or designee, a representative from outside the department (whom is an emergency services supervisor) appointed by the Union President, the Human Resources Director or designee, the Union President or designee, and a confirmed Captain (who is a fulltime member of a fire department if an internal Captain is unavailable) appointed by the Union will prepare, develop, and administer the assessment and testing components for the promotional process of Battalion Chief, Captain, and Engineer.

### **I. Battalion Chief**

#### **A. Eligibility Requirements at time of application.**

- The candidate must have received satisfactory performance evaluations for the previous two years.
- The candidate must have at least 2 years of fire service experience at the rank of Captain with Miles City Fire Rescue.
- Completed and signed MCFR Acting Battalion Chief task book and required red manuals
- Completed a minimum of four (4) "ride-a-longs" with the Battalion Chief and/or 4 shifts as an Acting Battalion Chief. A "ride-along" will be one (1) day shift.

#### **B. Assessment and Testing**

Components of the Battalion Chief assessment will total to 100 points and include:

- Written Exercise (30%) - Applicants for Battalion Chief will be given two separate written examinations, each with a maximum possible point value of 15 points. One test will be compiled by the Chief of the Department from material agreed upon by the Chief and the Union, and one test will be of the type purchased from a testing facility. The available points will be awarded on a percentage basis. In order to continue the promotional process, the candidate(s) must score at least 70% correct on the written tests.
- Experience (20%) - Candidates will receive 10 points. An additional 2 points for each full year they have served as a Captain, up to a maximum of 10 additional points.
- Education / Training (15%)- Candidates may receive up to 15 points for educational and training requirements. Other education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, or special projects and assignments may also be considered. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. Candidates may submit items to be considered for addition to the list must do so no later than 45 calendar

days prior to the test administration.

- **Assessment/ Scenarios (25%)**- Candidates will be assessed on at least two and no more than four emergency incident scenarios. Candidates may receive up to a maximum of 25 points total for their performance on the scenarios. Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios, and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value.
- **Oral Interview (10%)** - Interview questions will be developed by the Labor Management Assessment Panel. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios, and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value totaling to 10 points. The questions will be submitted to the Human Resources Department for review and approval.

Scores will be totaled and candidates placed on a promotional list for Battalion Chief based on their scores. In the event two or more candidates have equal scores, they will be listed by seniority. When a vacancy occurs, the highest ranking candidate on the current promotional list will be recommended to the Mayor for promotion.

Once a candidate is placed on an active promotional list for Battalion Chief. That candidate will be given preference over a Captain who is not on an active promotional list for Battalion Chief to fill an Acting Battalion Chief role. Acting Battalion Chief roles will be based on promotional ranking.

The promotional testing will be conducted within the first five months of every even numbered calendar year, e.g. Jan. - May 2010. The promotional list will be used to fill vacancies for a period of two years, commencing on June 1 of the testing year, e.g. June 1, 2010, and expiring on May 31 of the next testing year, e.g. May 31, 2012.

If the promotional list is exhausted during the two year period, a new test will be administered and a temporary promotional list established. This temporary promotional list will be valid until the next regularly scheduled test is completed and a corresponding promotional list established the following June 1. In the event a temporary promotional list needs to be established which would be in effect for less than 12 months (e.g. is established after June 1 of any odd-numbered calendar year), that temporary list will carry forward as the promotional list for the next two-year period.

## **II. Captain**

### **A. Eligibility Requirements**

- The candidate must have received satisfactory performance evaluations for the previous two years.
- The candidate must have at least 5 years of experience with Miles City Fire Rescue.
- The candidate must have a completed and signed Acting Captain task book and required red manuals.
- The candidate must have documentation of completing an MCFR sponsored leadership training course.

## B. Assessment and Testing

Components will total to 100 points and include:

- **Written Test (15 %)**-The written test will have a total value of 15 points. Test questions are developed from required IFSTA Red Manuals, department SOGs/Working Rules and Regulations, and city policy. A minimum score of 70% is required to continue with the promotion process.
  
- **Experience with the Miles City Fire Rescue as an Acting Captain (based on time in position) (10%)** -
  - o The most-experienced candidate will receive: 10 points
  - o The second most-experienced candidate will receive: 7.5 points
  - o The third most-experienced candidate will receive: 5 points
  - o The fourth most-experienced candidate will receive: 2.5 points
  
- **Education/ Training (15%)** - Candidates who meet the education/ training requirements will receive 10 points. An additional 5 points may be awarded to those candidates who exceed these requirements. Other education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, leadership classes, or special projects/ assignments may be considered. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. Candidates may submit items to be considered for addition to the list must do so no later than 45 calendar days prior to the test administration.
  
- **Assessment Scenarios (25%)** - Each candidate will be assessed on three emergency incident scenarios worth 5 points each (simulated emergency incident scenarios using power-point visual aids). Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios, and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value. Candidates will receive information necessary to complete an NFIRS report worth 10 points.
  
- **Oral Interview (15%)**-Interview questions will be developed by the Labor Management Assessment Panel. Points will be awarded on the appropriateness of answers. Each person will be asked the same questions. Each question will have the same weighted value totaling to 15 points. The questions will be submitted to the Human Resources Department for review and approval.
  
- **Seniority (20%)**-Each Applicant will score two points for each year of employment with the Fire Department, not to exceed twenty points.

Scores will be totaled and up to four candidates with the highest scores will be placed on the promotional list for Captain. When a vacancy occurs, the highest ranking candidate on the current promotion list will be recommended to the Mayor for promotion.

The promotional testing will be conducted within the first five months of every even numbered calendar year, e.g. Jan. -May 2010. The promotional list will be used to fill vacancies for a period of two years, commencing on June 1 following the testing, e.g. June 1, 2010, and expiring on May 31 of the next testing year, e.g. May 31, 2012.

If the promotional list is exhausted during the two year period, a new test will be administered and a temporary promotional list established. This temporary promotional list will be valid until the next regularly scheduled test is completed and a corresponding promotional list established the following June 1. In the event a temporary promotional list needs to be established which would be in effect for less than 12 months (e.g. is established after June 1 of any odd-numbered calendar year), that temporary list will carry forward as the promotional list for the next two-year period.

### III. Engineer

#### A. Eligibility Requirements

- The candidate must have received satisfactory performance evaluations for the previous two years.
- The candidate must have at least 3 years of experience with Miles City Fire Rescue.
- The candidate must have a completed and signed Engineer Task book and required red manuals.

#### B. Assessment and Testing

Components will total to 100 points and include:

- Written Test (15%)-The written test will have a total value of 15 points. Test questions are developed from required IFSTA Red Manuals, and department SOGs/Working Rules and Regulations. (As pertaining to this position) A minimum score of 70% is required to continue in the promotional process.
- Experience with the Miles City Fire Rescue as an Acting Engineer (based on time in position) (10%) -
  - o The most-experienced candidate will receive: 10 points
  - o The second most-experienced candidate will receive: 7.5 points
  - o The third most-experienced candidate will receive: 5 points
  - o The fourth most-experienced candidate will receive: 2.5 points
- Education/ Training (15%) - Candidates who meet the education/ training requirements will receive 10 points. An additional 5 points may be awarded to those candidates who exceed these requirements. Other education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, ODP/leadership classes, or special projects/ assignments may be considered. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. Candidates may submit items to be considered for addition to the list must do so no later than 45 calendar days prior to the test administration.
- Assessment Scenarios (25%) - Each candidate will be assessed on three emergency incident scenarios worth 5 points each (simulated emergency incident scenarios using power-point visual aids) appropriate to the engineer position. Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios, and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value. The Assessment panel will agree on the point values assessed each question before the assessment begins. Each candidate will be assessed on two mentorship based scenarios worth 5 points apiece (The goal of this is a teaching role of a junior department member tasks and department knowledge, i.e. tool maintenance).

- Oral Interview (15%)-Interview questions will be developed by the Labor Management Assessment Panel. Points will be awarded on the appropriateness of answers. Each person will be asked the same questions. Each question will have the same weighted value totaling to 15 points. The questions will be submitted to the Human Resources Department for review and approval.
- Seniority (20%)-Each Applicant will score two points for each year of employment with the Fire Department, not to exceed twenty points.

Scores will be totaled and up to the four candidates with the highest scores will be placed on the promotional list for Engineer. When a vacancy occurs, the highest ranking candidate on the current promotion list will be recommended to the Mayor for promotion.

The promotional testing will be conducted within the first five months of every even numbered calendar year, e.g. Jan. -May 2010. The promotional list will be used to fill vacancies for a period of two years, commencing on June 1 following the testing, e.g. June 1, 2010, and expiring on May 31 of the next testing year, e.g. May 31, 2012.

If the promotional list is exhausted during the two year period, a new test will be administered and a temporary promotional list established. This temporary promotional list will be valid until the next regularly scheduled test is completed and a corresponding promotional list established the following June 1. In the event a temporary promotional list needs to be established which would be in effect for less than 12 months (e.g. is established after June 1 of any odd-numbered calendar year), that temporary list will carry forward as the promotional list for the next two-year period.

#### IV. Review of Performance

Candidates may request a review of any aspect of the promotion process by submitting a letter to the Fire Chief within 14 (fourteen) - calendar days' post assessment. The purpose of the review is designed for self-improvement. All reviews will be conducted with the Fire Chief, Battalion Chief and /or the Human Resources Director in attendance.

#### V. Probationary Period

Successful completion of a one-year probationary period as evidenced by a satisfactory performance evaluation is required for confirmation of promotion.

- A 3-month performance evaluation will be performed by the Battalion Chief (or by the chief for a newly promoted Battalion Chief), and develop a work plan if necessary.
- A 6-month performance evaluation will be performed by the Battalion Chief (or by the chief for a newly promoted Battalion Chief), and the work plan will be reviewed and adjusted as necessary.
- The Fire Chief, Battalion Chief, and Training Officers will perform a final probationary performance evaluation just prior to the one-year anniversary date.
- The employee will also perform a self-evaluation and draft a new work plan for the next year.
- If at any time during the probationary period the employee's performance is substandard, the Fire Chief may return the employee to his or her previous position. Substandard performance means not meeting the performance standards outlined in the job description and/or work plan.

- Upon successful completion of the one-year probationary period, the Fire Chief will recommend confirmation of promotion to the Mayor.

#### VI. Documentation

All performance appraisals and pertinent documents shall be kept in a secure location at the City's Human Resources Office.

#### VII. Sunset of the Lieutenant Position

The Lieutenant position will be dissolved after the current Lieutenant fills the next captain vacancy. At which time the position and wage associated with it, will be removed.

#### VIII. DO Grandfather Clause

All currently ranked Driver-Operator(s) will be grandfathered into the rank of Engineer.

## ADDENDUM D – EVENT OVERTIME ROTATION

1. All overtime at scheduled contracted events (i.e. Motorcycle races, Bucking Horse Sale events, Fair, Rodeos, etc.) will be posted as soon as they are received in the Chief office.
2. All time slots may be filled voluntarily until seven (7) days prior to the event.
3. At seven (7) days prior to the event the remaining time slots will be filled by rotation beginning with the person with the least amount of checks. This list will be kept separate from all other rotation lists in the Chief's or Battalion Chiefs office.
4. The time slots that are filled will count off of the rotation names if that name is up on the list.
5. The Battalion Chief is the only Officer excused from this rotation list. The person that is on vacation and the shift on at the time (day of event) of filling the rotation will receive a check on the list.
6. All filled slots by rotation are the responsibility of the person to cover that event (in the event of a tie, seniority will be in effect). Trading, as in shift trading, is acceptable.

## Mary Rowe

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**From:** Kaylee Stanke <kaylee@solestonereimbursement.com> on behalf of Kaylee Stanke  
**Sent:** Monday, May 17, 2021 12:10 PM  
**To:** Mary Rowe  
**Subject:** 20-1182

Hello,  
A rep from Friendship Villa called to let us know this patient passed away and there is no estate. The balance due is \$318.31.

Thank you,

Kaylee Stanke  
Billing Specialist  
Sole Stone Reimbursement  
2600 S Garfield St  
Missoula, MT 59801  
Phone: 406-549-7104  
Fax: 406-542-2785



**Mary Rowe**

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**From:** Kaylee Stanke <kaylee@solestonereimbursement.com> on behalf of Kaylee Stanke  
**Sent:** Friday, February 12, 2021 9:10 AM  
**To:** Mary Rowe  
**Subject:** Call #

Hello,  
The above patient is deceased and there is no way to collect on her remaining balance of \$112.94. Are we able to write that off?

---

Thank you,

Kaylee Stanke  
Billing Specialist  
Sole Stone Reimbursement  
2600 S Garfield St  
Missoula, MT 59801  
Phone: 406-549-7104  
Fax: 406-542-2785

# Claims

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CITY OF MILES CITY  
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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
133990	84199S	1737 MC AREA SOLID WASTE DISTRICT	27.00					
8	8837A 04/03/21	Dike Cleanup	17.80		29525	2510 107 430220	230	101000
9	8837A 04/03/21		4.20		29525	2520 108 430220	230	101000
10	8740A 03/02/21	Chairs	5.00		27945	2510 107 430220	230	101000
134039	-99702C	278 TITAN MACHINERY	6,646.06					
1	15212235 01/14/21	Unit 43 & 44	3,111.23		27931	2510 107 430220	363	101000
2	15212235 01/14/21		777.81		27931	2520 108 430220	363	101000
3	15220027 03/02/21	Unit 44	491.15		29518	2510 107 430220	363	101000
4	15220027 03/02/21		122.79		29518	2520 108 430220	363	101000
5	15395369 04/16/21	Sewer Camera Adpater	2,143.08		29567	5310 31 430630	214	101000
134109	-99701C	406 BRODY CHEMICAL	3,490.99					
2	501228 04/01/21		2,490.00		28837	1000 14 460445	222	101000
3	501228 04/01/21	Cal Hypo 100#	1,000.99		28837	5310 33 430640	222	101000
134120	84200S	2910 TONGUE RIVER ELECTRIC	1,156.65					
1	7687900 05/25/21	Southgate Lighting	1,057.88*			2450 51 430263	341	101000
2	1836700 04/25/21	Garfield 911	98.77			2850 105 420140	341	101000
134131	84201S	498 CENTURY LINK	1,941.84					
1	406896217 04/21/21	9-1-1 Phone System	1,941.84		29220	2850 105 420140	345	101000
134159	-99700C	501 CHEM SEARCH	152.00					
1	7313410 03/30/21	Glass & Hard Surface Cleaner	76.00		28835	5210 22 430530	220	101000
2	7313410 03/30/21		76.00		28835	5210 80 430540	220	101000
134235	-99699C	2166 MUNICIPAL CODE CORP	790.00					
1	00357156 05/04/21	Online Code Hosting OrdBank	263.34*		29413	1000 3 410500	350	101000
2	00357156 05/04/21		263.33		29413	5210 25 430510	350	101000
3	00357156 05/04/21		263.33		29413	5310 29 430610	350	101000
134243	-99695C	4019 WEX BANK	8,946.12					
1	71580974 04/30/21	FUEL	489.68		29761	1000 13 460433	231	101000
3	71580974 04/30/21	FUEL	2,056.72		29761	2510 107 430220	231	101000
4	71580974 04/30/21	FUEL	514.18		29761	2520 108 430220	231	101000
6	71580974 04/30/21	FUEL	85.13		28847	5210 22 430530	231	101000
7	71580974 04/30/21	FUEL	85.13		28847	5210 80 430540	231	101000
8	71580974 04/30/21	FUEL	85.13		28847	5310 33 430640	231	101000
9	71580974 04/30/21	FUEL	106.40		28847	5310 32 430690	231	101000
10	71580974 04/30/21	FUEL	417.62		28993	1000 7 420460	231	101000
11	71580974 04/30/21	FUEL	1,049.13		28993	5510 10 420730	231	101000
12	71580974 04/30/21	FUEL	2,504.44		28948	1000 5 420140	231	101000
13	71580974 04/30/21	FUEL	84.06		28948	1000 21 440600	231	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
15	71580974	04/30/21 FUEL	684.51		29573	5210 23 430550	231	101000
16	71580974	04/30/21 FUEL	684.51		29573	5310 31 430630	231	101000
17	71580974	04/30/21 FUEL	99.48		1257	5610 87 430300	231	101000
134244	84202S	1535 LUCAS & TONN PC	240.00					
1	05/23/21	Westlaw ~ Professional Service	100.00*		052021	1000 4 411100	350	101000
2	LTPC052021	05/28/21 Shipley Case	140.00*		052021	1000 4 411100	350	101000
134245	84203S	2914 TOURISM BUSINESS IMPROVEMENT	18,696.00					
1	05/30/21	TBID ~ Monthly Various	18,696.00			7370 212500		101000
134247	84204S	999999 SAM WINKLEY	200.00					
1	05/24/21	Boot Allowance	54.55		29704	5210 22 430530	226	101000
2			45.45			5210 80 430540	226	101000
3			54.55			5310 33 430640	226	101000
4			45.45			5310 32 430690	226	101000
134248	84205S	572 VERIZON WIRELESS	863.84					
1	9879223118	05/07/21 MDT Fees & Cell Phone	863.84*		29065	1000 5 420140	220	101000
134250	-99698C	1921 MONTANA MUNICIPAL INTERLOCAL	302.40					
1	05/05/21	May Retiree Premiums	302.40			1000 362022		101000
134251	84206S	4022 MARILYNN FORMAN	350.00					
1	05/20/21	May PD Cleaning	350.00*		29064	1000 5 420140	350	101000
134253	-99697E	373 MASTERCARD	28,352.86					
1	05/20/21		10.99			1000 3 410500	220	101000
2	05/20/21		68.24			1000 5 420140	210	101000
3	05/20/21		384.95			1000 5 420140	214	101000
4	05/20/21		184.80*			1000 5 420140	220	101000
5	05/20/21		471.23*			1000 5 420140	230	101000
6	05/20/21		47.70			1000 5 420140	311	101000
7	05/20/21		1,412.48*			1000 5 420140	370	101000
8	05/20/21		599.00			1000 5 420140	380	101000
9	05/20/21		145.64			1000 5 420160	210	101000
10	05/20/21		500.00			1000 5 420160	380	101000
13	05/20/21		110.00			1000 6 410300	210	101000
14	05/20/21		156.75			1000 7 420460	210	101000
15	05/20/21		841.16			1000 7 420460	214	101000
16	05/20/21		97.55			1000 7 420460	220	101000
17	05/20/21		23.96			1000 7 420460	230	101000
18	05/20/21		56.05			1000 7 420460	345	101000
19	05/20/21		563.16			1000 7 420460	364	101000
20	05/20/21		32.88			1000 7 420460	400	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
21	05/20/21		59.00*			1000 8 411230	220	101000
22	05/20/21		15.99			1000 13 460433	226	101000
23	05/21/21		120.25			1000 13 460433	230	101000
24	05/20/21		35.43*			1000 21 440600	220	101000
25	05/20/21		35.99			1000 36 411020	210	101000
26	05/20/21		91.00			1000 36 411020	311	101000
27	05/20/21		-39.00			1000 36 411020	380	101000
28	05/20/21		425.00*			1000 201 431200	380	101000
30	05/20/21		140.90			2220 16 460100	311	101000
31	05/20/21		371.33			2220 16 460100	382	101000
34	05/20/21		6.59*			2510 107 430220	210	101000
36	05/20/21		49.22			2510 107 430220	226	101000
37	05/20/21		478.27			2510 107 430220	230	101000
38	05/20/21		37.54			2510 107 430220	231	101000
39	05/20/21		6.48			2510 107 430220	311	101000
40	05/20/21		278.33			2510 107 430220	350	101000
41	05/20/21		2,533.67			2510 107 430220	363	101000
42	05/20/21		1.65			2520 108 430220	210	101000
43	05/20/21		12.30			2520 108 430220	226	101000
44	05/20/21		119.57			2520 108 430220	230	101000
46	05/20/21		9.38			2520 108 430220	231	101000
47	05/20/21		1.62			2520 108 430220	311	101000
48	05/20/21		69.58			2520 108 430220	350	101000
49	05/20/21		633.41			2520 108 430220	363	101000
50	05/20/21		149.00			2520 108 430220	380	101000
51	05/20/21		1,606.27*			2985 15 450340	220	101000
52	05/20/21		221.40*			2985 15 450340	311	101000
53	05/20/21		70.00			5210 22 430530	210	101000
54	05/20/21		91.58			5210 22 430530	220	101000
55	05/20/21		87.98			5210 22 430530	230	101000
56	05/20/21		25.00			5210 22 430530	360	101000
57	05/20/21		656.47*			5210 22 430530	363	101000
59	05/20/21		20.00			5210 22 430530	380	101000
60	05/20/21		127.14			5210 23 430550	210	101000
61	05/20/21		468.71			5210 23 430550	214	101000
62	05/20/21		1,418.91			5210 23 430550	220	101000
63	05/20/21		896.19			5210 23 430550	230	101000
64	05/20/21		469.20			5210 23 430550	233	101000
65	05/20/21		2,113.88*			5210 23 430550	235	102270
66	05/20/21		422.96			5210 23 430550	360	101000
67	05/20/21		10.99			5210 25 430510	220	101000
68	05/20/21		69.94			5210 80 430540	210	101000
69	05/20/21		95.54			5210 80 430540	220	101000
70	05/20/21		87.99			5210 80 430540	230	101000
73	05/20/21		2.50			5210 80 430540	311	101000

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74	05/20/21		25.00			5210 80 430540	360	101000
75	05/20/21		20.00			5210 80 430540	380	101000
76	05/20/21		10.98			5310 29 430610	220	101000
77	05/20/21		1,416.04			5310 31 430630	214	101000
78	05/20/21		816.97			5310 31 430630	220	101000
79	05/20/21		25.00			5310 31 430630	230	101000
80	05/20/21		422.96			5310 31 430630	360	101000
81	05/20/21		118.55			5310 33 430640	210	101000
82	05/20/21		33.64			5310 33 430640	220	101000
85	05/20/21		74.64			5310 33 430640	222	101000
86	05/20/21		308.53*			5310 33 430640	230	101000
87	05/20/21		39.98			5310 33 430640	231	101000
88	05/20/21		656.47			5310 33 430640	363	101000
89	05/20/21		183.50			5310 33 430640	380	101000
90	05/20/21		2,356.10*			5510 10 420730	222	101000
91	05/20/21		35.83			5510 10 420730	345	101000
92	05/20/21		124.98			5610 87 430300	220	101000
93	05/20/21		147.97*			5610 87 430300	230	101000
94	05/20/21		805.83*			5610 87 430300	230	101000
95	05/20/21		246.97*			5610 87 430300	330	101000
96	05/20/21		106.55			5610 87 430300	345	101000
97	05/20/21		13.52*			5610 87 430300	363	101000
98	05/20/21		51.16			6040 910 430220	214	101000
134254	-99696C	4187 MOFI	1,162.96					
1	05/05/21	Fire Training Center Payment25	553.72			1000 7 490500	654	101000
2	05/05/21		609.24			1000 7 490500	655	101000
134255	84207S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	315.50					
1	05/15/21	City Hall Rugs	151.50*			1000 8 411230	220	101000
2		City Hall Rugs	0.00			2510 107 430220	226	101000
3			0.00			2520 108 430220	226	101000
4	05/15/21	Shop	41.00			6040 910 430220	220	101000
5	05/15/21	WWTP	15.00*			5310 33 430640	360	101000
6	05/15/21	WWTP	19.50			5210 80 430540	360	101000
7	05/15/21	PD	54.00			1000 5 420140	360	101000
8	05/15/21	wtp	34.50			5210 22 430530	360	101000
134256	-99692E	1970 MONTANA DAKOTA UTILITIES	37,819.96					
1		GAS/ELECTRIC ~ FD	284.57*			1000 7 420460	341	101000
2		GAS/ELECTRIC ~ FD	184.64			1000 7 420460	344	101000
3		GAS/ELECTRIC ~ City Hall	261.45			1000 8 411230	341	101000
4		GAS/ELECTRIC ~ City Hall	180.83			1000 8 411230	344	101000
5		GAS/ELECTRIC ~ Parks	612.65			1000 13 460433	341	101000
6		GAS/ELECTRIC ~ Parks	200.60			1000 13 460433	344	101000

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7		GAS/ELECTRIC ~ Bath House	280.13*			1000 14 460445	341	101000
8		GAS/ELECTRIC ~ Animal Shelter	38.01*			1000 21 440600	341	101000
9		GAS/ELECTRIC ~ Animal Shelter	52.92			1000 21 440600	344	101000
10		GAS/ELECTRIC ~ Library	421.00			2220 16 460100	341	101000
11		GAS/ELECTRIC ~ Library	130.36			2220 16 460100	344	101000
14		GAS/ELECTRIC ~ District 165	3,840.24			2400 46 430263	341	101000
15		GAS/ELECTRIC ~ Rental Fee	8,836.60			2400 46 430263	533	101000
16		GAS/ELECTRIC ~ District 167	541.86			2420 48 430263	341	101000
17		GAS/ELECTRIC ~ Rental Fee	1,054.80			2420 48 430263	533	101000
18		GAS/ELECTRIC ~ District 171	159.61*			2430 49 430263	341	101000
19		GAS/ELECTRIC ~ District 172	1,328.43			2440 50 430263	341	101000
20		GAS/ELECTRIC ~ District 202	112.41			2470 72 430263	341	101000
21		GAS/ELECTRIC ~ Rental Fee	325.90			2470 72 430263	533	101000
22		GAS/ELECTRIC ~ District 173	30.94			2480 47 430263	341	101000
23		GAS/ELECTRIC ~ Sewer Lift	99.08*			2510 107 430220	341	101000
28		GAS/ELECTRIC ~ Water Plant	3,974.31			5210 22 430530	341	101000
30		GAS/ELECTRIC ~ Water Plant	521.07			5210 22 430530	344	101000
31		GAS/ELECTRIC ~ Fish & Game	19.33			5210 23 430550	341	101000
32		GAS/ELECTRIC ~ Fish & Game	21.48*			5210 23 430550	344	101000
33		GAS/ELECTRIC ~ Fish & Game	19.33			5310 31 430630	341	101000
34		GAS/ELECTRIC ~ Fish & Game	21.48			5310 31 430630	344	101000
35		GAS/ELECTRIC ~ Sewer Lift	1,619.83			5310 32 430690	341	101000
36		GAS/ELECTRIC ~ Sewer Lift	125.53			5310 32 430690	344	101000
38		GAS/ELECTRIC ~ Ambulance	127.85			5510 10 420730	341	101000
39		GAS/ELECTRIC ~ Ambulance	82.95			5510 10 420730	344	101000
42		GAS/ELECTRIC ~ Shop	438.77			6040 910 430220	341	101000
43		GAS/ELECTRIC ~ Shop	188.04			6040 910 430220	344	101000
44		FISH & GAME ~ ELECTRIC	30.94*			2510 107 430220	341	101000
45		FISH & GAME ~ ELECTRIC	34.36			2510 107 430220	344	101000
46		FISH & GAME ~ ELECTRIC	7.73			2520 108 430220	341	101000
47		FISH & GAME ~ ELECTRIC	8.59			2520 108 430220	344	101000
50		Airport Electric	912.10*			5610 87 430300	341	101000
51		Airport Gas	336.36			5610 87 430300	344	101000
54		N Daly Sewer Treatment Plant	10,215.04			5310 33 430640	341	101000
55		GAS/ELECTRIC ~ New PD	137.84*			1000 5 420140	220	101000
134258	84208S	872 EASTERN MONTANA IND	325.00					
1	436089	04/30/21 Library Cleaning Contract	325.00		28400	2220 16 460100	360	101000
134259	84209S	700 CUSTER COUNTY WATER & SEWER	18,110.19					
1	May 21	05/31/21 CCWSD Water/Sewer Collections	18,110.19			7980 211020		101000

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134260	84210S	371 GENERAL DISTRIBUTING CO.	32.55					
1	101164	05/31/21 O2 on Account # 47473	32.55*		29151	5510 10 420730	222	101000
134261	84211S	4186 BUCKY JOHNSON	32.00					
1	05/27/21	Cell Phone Reimbursement	16.00*		29581	5210 23 430550	345	101000
2			16.00*			5310 31 430630	345	101000
134262	84212S	721 DALES CLEANING SERVICE	700.00					
1	05/27/21	City Hall ~ May Cleaning	700.00*		29791	1000 8 411230	360	101000
134263	84213S	4262 R.G. MURPHY CO	2,837.40					
1	May2021	05/30/21 May Permits	2,837.40		29787	2394 18 420531	350	101000
134265	84214S	2151 Morrison-Maierle System	2,063.00					
1	40062	05/13/21 FOB/MDT Set up for Officers	2,063.00		29228	2850 105 420140	350	101000
134266	84215S	3292 MONTANA AIR CARTAGE	339.00					
1	YNZ 43021	05/01/21 Partners Program crate deli	234.00		29004	2880 39 460100	311	101020
2	843403	04/20/21 Delivery Charge	35.00		29701	5210 80 430540	352	101000
3	837976	04/21/21 Delivery Charge	35.00			5210 80 430540	352	101000
4	837977	04/28/21 Delivery Charge	35.00			5210 80 430540	352	101000
134267	84115S	1721 MID RIVERS TELEPHONE CORP	3,152.22					
1		CITY COURT	135.86			1000 6 410300	345	101000
2			0.00			1000 6 410300	347	101000
3		LIBRARY	73.02			2220 16 460100	345	101000
4			91.55			2220 16 460100	347	101000
5		CITY POOL	0.00			1000 14 460445	345	101000
6		911 EMERGENCY	392.13			2850 105 420140	345	101000
7		RSVP	124.51*			2985 15 450340	345	101000
8		AIRPORT	72.52			5610 87 430300	345	101000
9			143.95*			5610 87 430300	319	101000
10			13.60			5610 87 430300	347	101000
12		MAYOR	45.21			1000 1 410200	345	101000
13		FINANCE	71.40*			1000 3 410500	345	101000
14			8.70			1000 3 410500	347	101000
15		ATTORNEY	79.77*			1000 4 411100	345	101000
16		POLICE	301.90			1000 5 420140	345	101000
17			57.86			1000 5 420140	347	101000
18		PD/DISPATCH	163.88			1000 5 420160	345	101000
19		FIRE	196.93			1000 7 420460	345	101000
20			50.69			1000 7 420460	347	101000
21		TREASURER	26.63*			1000 9 410540	345	101000
22		PARK DEPT	45.43			1000 13 460433	345	101000



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23			26.82			1000 13 460433	347	101000
24		ANIMAL CONTROL	44.08			1000 21 440600	345	101000
25			44.95			1000 21 440600	347	101000
26		PLANNING	11.67			1000 36 411020	345	101000
27		Flood	22.84*			1000 201 431200	345	101000
28		BUILDING INSPECTION	48.89			2394 18 420531	345	101000
29		MMD #204	105.81*			2510 107 430220	345	101000
30		MMD #205	47.93*			2520 108 430220	345	101000
31		WATER PLANT	56.17			5210 22 430530	345	101000
32			22.82			5210 22 430530	347	101000
33		WATER LINES	103.60*			5210 23 430550	345	101000
34			11.83			5210 23 430550	347	101000
35		WATER ADMIN	31.22			5210 25 430510	345	101000
36			1.04			5210 25 430510	347	101000
37		WASTE WATER ADMIN	31.21			5310 29 430610	345	101000
38			1.04			5310 29 430610	347	101000
39		SEWER LINES	103.61*			5310 31 430630	345	101000
40			11.83			5310 31 430630	347	101000
41		WWTP	43.21			5310 33 430640	345	101000
42			44.95			5310 33 430640	347	101000
43		AMBULANCE	101.02			5510 10 420730	345	101000
44			24.96			5510 10 420730	347	101000
45		CITY SHOP	76.57*			6040 910 430220	345	101000
46			26.92			6040 910 430220	347	101000
47		HISTORICAL PRESERVATION	0.00			2935 11 460461	345	101000
48			0.00			2935 11 460461	347	101000
49		URBAN RENEWAL	11.17			2310 11 460462	345	101000
50			0.52			2310 11 460462	347	101000
134268	84216S	316 DATA IMAGING SYSTEMS, INC	1,049.00					
1		Finance General	162.09			1000 3 410500	360	101000
2		Finance & Administration Water	101.44			5210 25 430510	360	101000
3		Finance & Administration Sewer	101.44			5310 29 430610	360	101000
4		Mayor	54.03			1000 1 410200	360	101000
5		Planning & Community Services	54.03			1000 36 411020	360	101000
6		Public Utilities Water	116.71			5210 23 430550	360	101000
7		Public Utilites Sewer	116.71			5310 31 430630	360	101000
8		Public Works Maint 204	76.72			2510 107 430220	360	101000
9		Public Works Maint 205	41.06			2520 108 430220	360	101000
10		Treasurer	54.03			1000 9 410540	360	101000
11		TIF	54.03			2310 11 460462	360	101000
12		Building Inspector	116.71			2394 18 420531	360	101000

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134269	84217S	790 DPC INDUSTRIES	1,769.00					
1	7200009121	04/30/21 Demurrage	100.00		29705	5210 80 430540	222	101000
2			70.00			5310 33 430640	222	101000
3	7270000892	05/21/21 2000# Chlorine	1,599.00		29709	5210 80 430540	222	101000
134270	84192S	2471 POSTMASTER	1,003.80					
1	1 05/10/21	Postage for FAD	1,003.80		28022	1000 201 431200	311	101000
134271	84193S	2830 STAR PRINTING & SUPPLY	1,948.74					
1	288291	03/20/21 MC Fire	27.20		28970	1000 7 420460	210	101000
2	288291	03/20/21	17.38		28970	5510 10 420730	210	101000
3	287866	03/02/21 RSVP	269.99*		28200	2985 15 450340	210	101000
4	288420	03/24/21	60.56*		28200	2985 15 450340	210	101000
5		03/09/21 City Court	285.08		27049	1000 6 410300	210	101000
6	288816	05/25/21 Library	39.62		28399	2220 16 460100	210	101000
7	288977	04/19/21 MC Fire	27.26		28987	1000 7 420460	210	101000
8	288977	04/19/21	17.42		28987	5510 10 420730	210	101000
9	288535	03/29/21 RSVP	1,204.23*		29258	2985 15 450340	210	101000
134272	84218S	999999 JEAN MANSHEIM	8.50					
1	05/04/21	Prairie County CJIN Meal Reimb	8.50		29224	1000 5 420160	370	101000
134273	84219S	4260 OVERDRIVE, INC	2,702.24					
1	0152621218	05/07/21 Library	2,702.24		29001	2220 16 460100	350	101000
134274	84220S	4144 MONTANA HEALTH NETWORK	75.00					
1	4098	05/06/21 BLS Course for Training	75.00*		29261	2985 15 450340	220	101000
134275	84221S	288 MILES CITY AREA CHAMBER OF	58.15					
1	7122651	05/05/21 Newsletter Bulk Mailing	58.15*		29260	2985 15 450340	311	101000
134276	84222S	999999 KEN STEIN	314.16					
1	04/26/21	Hotel Room Judges Conf	314.16		29104	1000 6 410300	370	101000
134278	84223S	870 EAST MAIN ANIMAL CLINIC	25.00					
1	30854	04/28/21 Vet Fees Cat Hatcher Case	25.00*		28949	1000 21 440600	350	101000
134279	84224S	4246 MACOP	100.00					
1		2021 Membership Colombik	100.00		29051	1000 5 420140	334	101000

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134280	84225S	52 ABC GLASS & SIGNS, INC.	20.00					
1	10059134	05/03/21 Laminated City Maps	20.00*		29052	1000 5 420140	220	101000
134281	84226S	4257 VOLUNTEER SOFTWARE	300.00					
1	325059	05/10/21 Software Update and Support	300.00*		29262	2985 15 450340	220	101000
134282	84227S	4287 LUBRICATION ENGINEERS, INC	148.75					
1	IN447981	04/30/21 Leap Kit	74.75		28849	5210 22 430530	230	101000
2	IN447981	04/30/21	74.00*		28849	5310 33 430640	230	101000
134283	84228S	1120 GLADER ELECTRIC CO	445.57					
1	92202	03/05/21 Relay and Piping	118.70*		28850	5310 33 430640	230	101000
2	91810	04/07/21 Riverside Park	326.87		29766	1000 13 460433	360	101000
134284	84229S	4269 AAA STRIPING SERVICE	300.00					
1	211170	05/04/21 Parking Lot	183.00		28994	1000 7 420460	400	101000
2	211170	05/04/21	117.00		28994	5510 10 420730	400	101000
134285	84230S	4104 BILLINGS CLINIC OCCUPATIONAL	1,765.00					
1	2021-1140	03/24/21 Exams	1,350.00		28995	1000 7 420460	350	101000
2	2021-1575	04/29/21	415.00		28995	1000 7 420460	350	101000
134286	84231S	999999 JEFF LANGKAU	30.00					
1	995353	Parade Entrance Fee	30.00*		1260	5610 87 430300	330	101000
134287	84232S	4191 LEISURE IN MONTANA	1,897.51					
1	SAL16860	05/07/21 Chlorine for Frog Pool	1,897.51		29769	1000 13 460433	222	101000
134288	84233S	2962 2 M COMPANY INC	1,862.00					
1	201002729	05/04/21 Soccer Pump and Sprinklers	1,862.00		29768	1000 13 460433	230	101000
134289	84234S	4253 DOUBLE J CONCRETE & CARPENTRY,	3,314.00					
1	05/03/21	13 N Sewell	3,314.00		29767	2510 107 430220	350	101000
134290	84194S	523 CITY SERVICE, INC.	24,517.24					
1	0500747	10,004 Gallons AV Jet	24,517.24		1261	5610 87 430300	237	101000
134291	84195S	2831 MILES CITY STAR PUBLISHING	829.00					
1	234007	04/16/21 Ord 1346	48.00		27634	2310 11 460462	331	101000
2	233884	04/12/21 Legal Wibaux Park	104.00		28021	1000 201 431200	331	101000
3	234318	04/26/21 Legal 312 S Center	97.50		28021	1000 201 431200	331	101000
4	234320	04/26/21 Legal 119 Balsam	104.00		28021	1000 201 431200	331	101000
5	234153	04/22/21 City View	156.00		27634	1000 36 411020	331	101000
6	233808	04/22/21 City View	175.50		27634	1000 36 411020	331	101000

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7	234483	04/30/21 Ord 1347		144.00		29774	2394 18 420531	331	101000
134292	84235S	1330 SCL Health - Sisters of Charity		483.40					
1	500317880	04/13/21 DUI Blood Draw		241.70*		29054	1000 5 420140	350	101000
2	500317880	04/25/21 DUI Blood Draw		241.70*		29054	1000 5 420140	350	101000
134293	84236S	283 MONTANA STATE LIBRARY		3,258.53					
1	05/11/21	Library Shared Catalog Annual		3,258.53		29003	2220 16 460100	350	101000
134294	84237S	268 MILES CITY SANITATION INC.		231.00					
1	05/11/21	Library Annual Garbage Fee		231.00		29002	2220 16 460100	346	101000
134295	84238S	286 STANLEY CHIROPRACTIC OFFICE		90.00					
1	05/05/21	Brady CDL		90.00*		29773	1000 13 460433	350	101000
134296	84239S	4000 AG PARTNERS. LLC		40.00					
1	IB3670	04/21/21 Lawn & Garden		40.00		29772	1000 13 460433	222	101000
134297	84240S	2560 REGAN PLUMBING & HEATING		89.94					
1	221-10988	04/29/21 Little League Field		34.96		29771	1000 13 460433	230	101000
2	221-11049	05/20/21 Wibaux		31.32		29784	1000 13 460433	230	101000
3	221-11079	05/20/21 Wibaux		23.66		29789	1000 13 460433	230	101000
134298	84241S	4192 YELLOWSTONE ENVIROMENTAL		113.14					
1	10120	05/19/21 Service Call 121 S Strevell		96.82		29785	2510 107 430220	350	101000
2		Parks Supplies		16.32			1000 13 460433	230	101000
134299	84242S	4203 DETROIT INDUSTRIAL TOOL		775.05					
1	1003672	05/04/21 Ring Saw Blade		387.53		29576	5210 23 430550	241	101000
2	1003672	05/04/21		387.52		29576	5310 31 430630	241	101000
134300	84243S	4069 AGRI INDUSTRIES		112.60					
1	236997	05/12/21 Pool Pump		112.60*		29775	1000 14 460445	363	101000
134301	84244S	2537 RDO EQUIPMENT CO		342.06					
1	P7656112	05/11/21 Unit 46		136.82		29776	2510 107 430220	363	101000
2	P7656112	05/11/21		34.21		29776	2520 108 430220	363	101000
3	P7656112	05/11/21		85.52		29776	5210 23 430550	363	101000
4	P7656112	05/11/21		85.51		29776	5310 31 430630	363	101000

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134302	84245S	4038 BOBCAT OF MILES CITY		32,900.00					
1	01-54272	05/13/21 60' Boom		32,900.00		29461	4060 911 430233	940	101000
134303	84196S	999999 CATHERINE STECHER		782.28					
		Reissue from claim number 134217 due to name change.							
1	04/29/21	Refund of overpaid water		782.28			5210 214010		101000
134304	84246S	4308 SDI ARCHITECTS & DESIGN		3,880.00					
1	04/30/21	Architect Services		3,880.00*		29055	1000 5 420140	350	101000
134305	84247S	2710 SELBYS		42.50					
1	101604500	05/07/21 Tech Support/ Plotter		42.50		28023	1000 201 431200	214	101000
134306	84248S	4340 BILLING DOCUMENT SPECIALISTS		2,104.75					
1	65161	04/30/21 Water Postage		1,052.38		29578	5210 25 430510	311	101000
2				1,052.37			5310 29 430610	311	101000
134307	84249S	4217 CENTRAL SQUARE TECHNOLOGIES		6,923.13					
1	Q-39530	04/22/21 Garfield County Mobile Licens		6,923.13		29225	2850 105 420140	350	101000
134308	-99694C	4339 THE TRUCK & TRAILER CONNECTION, Approved by Council 5/11/21		44,980.00					
1	51321A	05/13/21 2015 Cascadia Freightliner		22,490.00		29778	4060 911 430233	940	101000
2				11,245.00			5210 23 430550	940	101000
3				11,245.00			5310 31 430630	940	101000
134309	84250S	4303 PARKER, HEITZ, & COSGROVE, PLLC		1,412.40					
1	2021-406	04/30/21 City vs. Eckart		1,412.40*		27970	1000 4 411100	350	101000
134310	84197S	999999 DAN DECKER		114.50					
1	Georgia	05/20/21 Meal Advance		45.80			2510 107 430220	370	101000
2				11.45			2520 108 430220	370	101000
3				28.62			5210 23 430550	370	101000
4				28.63			5310 31 430630	370	101000
134311	-99693E	4332 MONTANA DEPT OF JUSTICE		7.87					
1	MT-DHS-502	05/21/21 CDL Background Check		6.30			2510 107 430220	350	101000
2				1.50			2520 108 430220	350	101000
3				0.07			2540 109 430220	350	101000

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134312	84251S	499 CHECKERS INC	185.00					
1	110105	05/14/21 Preemployment DOT Drug Test	43.45			2510 107 430220	350	101000
2	110105	05/14/21 Preemployment DOT Drug Test	11.00			2520 108 430220	350	101000
3	110105	05/14/21 Preemployment DOT Drug Test	0.55			2540 109 430220	350	101000
4	109955	05/04/21 DOT Random Drug Test	65.00			5210 23 430550	350	101000
5	109955	05/04/21 DOT Random Drug Test	65.00*			5310 31 430630	350	101000
134313	84198S	2162 MONTANA SUPREME COURT	250.00					
1	05152021	05/06/21 Spring Registration Clerk Sc	250.00		29105	1000 6 410300	334	101000
134314	84252S	4328 BRUCELLI ADVERTISING CO INC	168.00					
1	238167	06/02/21 Vol App Vac Holders	168.00		29270	2985 15 450330	220	101004
134315	84253S	999999 SCOTT DENSON	50.79					
1	Apr/May	06/01/21 DAV Driver Meal Reimburse	50.79		29269	2985 15 450330	379	101004
134316	84254S	999999 AL OLSON	18.94					
1	May	06/01/21 DAV Driver Meal Reimburse	18.94		29268	2985 15 450330	379	101004
134317	84255S	4045 LAND SOLUTIONS, INC.	1,598.00					
1	LS0521	05/29/21 City View Subdivision	1,598.00		27635	1000 36 411020	350	101000
134318	84256S	2830 STAR PRINTING & SUPPLY	881.72					
3	RSVP Stmt	06/24/21 RSVP	881.72*		29266	2985 15 450340	220	101000
134319	84257S	373 MASTERCARD	469.49					
1	0223	05/21/21 Operating Supplies	469.49*		29267	2985 15 450340	220	101000
134320	84258S	999999 JAMES GOODSELL	16.00					
1	DEQ Test	05/27/21 Meal Reimbursement	16.00		29706	5210 80 430540	370	101000
134321	84259S	902 ENERGY LABORATORIES INC	1,508.00					
1	392916	05/13/21 Flouride & TOC's	96.00		29707	5210 80 430540	352	101000
2	390822	05/04/21 Bacti's	44.00			5210 80 430540	352	101000
3	392349	05/11/21 Ammonia & Nitrates	42.00			5310 33 430640	352	101000
4	392348	05/11/21 Bacti's	110.00			5210 80 430540	352	101000
5	395063	05/21/21 Bacti's	22.00			5210 80 430540	352	101000
6	394985	05/21/21 Bacti's	110.00			5210 80 430540	352	101000
7	395808	05/26/21 Toxicity	1,084.00			5310 33 430640	352	101000

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134322	84260S	2865 DEPT OF ENVIRONMENTAL QUALITY	590.00					
1		various 06/01/21 Drinking Water Renewal Fee	90.00		29708	5210 22 430530	334	101000
2		Wastewater Renewal Fee	200.00*			5210 80 430540	334	101000
3			230.00			5310 33 430640	334	101000
4		05/10/21 Renewal Fees	35.00			5210 23 430550	334	101000
5			35.00			5310 31 430630	334	101000
134323	84261S	273 BALCO UNIFORM CO.	777.18					
1		62119 05/26/21 Female Razor Level 2 Body Armo	777.18*		29066	1000 5 420140	220	101000
134324	84262S	4316 HI-BALL TRUCKING INC	3,500.00					
1		268915 05/26/21 Ship JD 210 from WA	3,500.00*		1262	5610 87 430300	230	101000
134325	84263S	999999 JANET LOOMIS	59.00					
1		053371 05/21/21 Reimburse Fuel Expense	59.00		28999	5510 10 420730	231	101000
134326	84264S	4189 L.N. CURTIS AND SONS	439.90					
1		INV488192 05/10/21 Boots (\$16.10 Credit)	439.90		28998	1000 7 420460	226	101000
134327	84265S	2260 NORTHWEST INDUSTRIAL SUPPLY	68.00					
1		1543325 05/17/21 4 Slings (All Departments)	27.20		29782	2510 107 430220	363	101000
2			6.80			2520 108 430220	363	101000
3			17.00			5210 23 430550	220	101000
4			17.00			5310 31 430630	220	101000
134328	84266S	4127 I-STATE TRUCK CENTER	318.68					
1		6251311651 05/18/21 Bezel Instrument	127.47		29780	2510 107 430220	363	101000
2			31.87			2520 108 430220	363	101000
3			79.67			5210 23 430550	220	101000
4			79.67			5310 31 430630	220	101000
134329	84267S	4080 INGRAHAM ENVIRONMENTAL INC.	1,150.00					
1		14189 02/01/21 Inspection ~ Woolhouse	1,150.00*		29062	1000 5 420140	350 1	101000
134330	84268S	4337 MODERN MACHINERY CO INC	120.00					
1		2707955 05/14/21 Unit 21	96.00		29458	2510 107 430220	363	101000
2			24.00			2520 108 430220	363	101000
134331	84269S	4180 INTELLICORP RECORDS, INC.	44.25					
1		H521202135 05/21/21 Criminal Background Check	34.96			2510 107 430220	350	101000
2			8.85			2520 108 430220	350	101000
3			0.44			2540 109 430220	350	101000

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134332	84270S	2510 QUAD K SUPPLY	71.98					
1	60464	05/17/21 Garbage Bags	35.99*		29779	1000 8 411230	360	101000
2	60474	05/18/21 Hand Towels	35.99*			1000 8 411230	360	101000
134333	84271S	331 MONTANA LAW ENFORCEMENT TESTING	49.38					
1	05/14/21	Split Consortium Liabilities	49.38*			1000 5 420140	350	101000
134334	84272S	4334 STROHMAN ENTERPRISE INC	391.99					
1	21-2281	05/14/21 Aimpoint Pro Scope	391.99		29056	1000 5 420140	214	101000
134335	84273S	2847 STEADMANS ACE HARDWARE	59.99					
1	122016	04/13/21 Washer Repair	59.99		28996	1000 7 420460	360	101000
134336	84274S	4013 SOLESTONE REIMB SERVICES	3,747.41					
1	11923	05/01/21 April Billing	3,747.41*		28997	5510 10 420730	350	101000
134337	84275S	999999 ANDREW MERICAL	8.50					
1	04/22/21	Jordan Deputy Training Lunch	8.50*		29222	1000 5 420140	370	101000
134338	84276S	504 Cintas	124.50					
1	5064062761	06/01/21 Med Cabinet Refill	124.50*		29067	1000 5 420140	220	101000
134339	84277S	4184 MSC INDUSTRIAL SUPPLY	515.74					
1	4622986001	05/24/21 Supplies	206.30		29792	2510 107 430220	230	101000
2			51.57			2520 108 430220	230	101000
3			128.94			5210 23 430550	230	101000
4			128.93			5310 31 430630	230	101000
134340	84278S	4299 3D SPECIALTIES	188.82					
1	222387	05/27/21 Signs	151.06		29790	2510 107 430220	242	101000
2			37.76			2520 108 430220	242	101000
134341	84279S	284 AQUA-PURE	625.00					
1	MCWMT2101	06/01/21 AF 4355 EHW-5	625.00		29710	5210 80 430540	222	101000
134342	84280S	999999 GAIL KREZELAK	613.93					
1	Spring 21	05/06/21 limited court clerks confer	516.43		29109	1000 6 410300	370	101000
2			97.50			1000 6 410300	380	101000



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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
134344	84281S	999999	JOSEPH GREER	97.94					
1	May 2021	05/27/21	Water Deposit Refund	97.94			5210 214010		101000
134345	84282S	999999	PAUL HARDY	96.38					
1	May 2021	05/27/21	Water Deposit Refund	96.38			5210 214010		101000
134346	84283S	999999	DYLAN CONLEY	77.21					
1	May 2021	05/27/21	Water Deposit Refund	77.21			5210 214010		101000
134347	84284S	999999	CHASE LINN	97.94					
1	May 2021	05/27/21	Water Deposit Refund	97.94			5210 214010		101000
134348	84285S	999999	JESSIE BEEHLER	63.71					
1	May 2021	05/27/21	Water Deposit Refund	63.71			5210 214010		101000
134349	84286S	999999	MATHEW FLEMING	45.88					
1	May 2021	05/27/21	Water Deposit Refund	45.88			5210 214010		101000
134350	84287S	2471	POSTMASTER	278.00					
1	Box 910	05/30/21	PO Box 910 Box Rental	92.66		27973	1000 3 410500	220	101000
2				92.67			5210 25 430510	220	101000
3				92.67			5310 29 430610	220	101000
134351	84288S	4341	STEWART J. WILSON	900.00					
1	05/25/21		Library Foundation Training	900.00		29005	2220 16 460100	380	101000
134352	84289S	4047	SAFEGUARD BUSINESS SYSTEMS	263.55					
1	034443253	02/24/21	Claims Checks	87.85*		27971	1000 3 410500	320	101000
2				87.85*			5210 25 430510	320	101000
3				87.85*			5310 29 430610	320	101000
134353	84290S	999999	DAN DECKER	231.60					
1			Travel to GA to Collect Truck	92.64			2510 107 430220	370	101000
2			Travel to GA to Collect Truck	23.16			2520 108 430220	370	101000
3			Travel to GA to Collect Truck	57.90			5210 23 430550	370	101000
4			Travel to GA to Collect Truck	57.90			5310 31 430630	370	101000

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Total Electronic Claims 132,651.22 Total Non-Electronic Claims 170322.53