



CITY OF MILES CITY

AGENDA

*Regular Council Meeting
City Council Chambers and
On Zoom.us*

*January 26, 2021
6:00 p.m.*

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

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- | | |
|--------------------------------------|------------|
| A. Human Resources Committee Meeting | 12/09/2021 |
| B. Human Resources Committee Meeting | 01/18/2022 |
| C. Finance Committee Meeting | 01/18/2022 |
| D. Regular Council Meeting Minutes | 01/11/2022 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- A. **RESOLUTION NO. 4450 - A RESOLUTION ESTABLISHING WAGES AND SALARIES FOR CITY EMPLOYEES FOR FISCAL YEAR 2021-2022.**
- B. **RESOLUTION NO. 4451- AIRPORT COAL BOARD GRANT AMENDMENT.**
- C. **RESOLUTION NO. 4452- MILES COMMUNITY COLLEGE SOFTBALL PARK USE PERMIT.**

15. ADJOURNMENT

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens,

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

Minutes

**Human Resources Committee
December 9, 2021**

The **Human Resources Committee** met Thursday, December 9, 2021 at 4:15 p.m. in the City Hall Conference Room. Present were Committee Members Kathy Wilcox, Stacy Broell, Rick Huber and Dwayne Andrews. Also present were: Fire Chief Branden Stevens, Fire Captain Jake Richards, Fire Lieutenant Casey Miller, and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Request of Citizens
None
2. Committee Member Comments
None
3. Discuss & recommend next steps: Interfacility Transfer Crew concept

Chief Stevens presented a report to the committee and explained due to the current ambulance call volume an additional 5 to 6 full-time employees (FTE) would be required, he is asking for three (3) FTE's. He would like to create two new position descriptions for an Interfacility Transfer Crew to help with the current ambulance call volume. He sees the process as follows: 1) Create the position descriptions, 2) Present the idea to the Public Safety Committee for approval, 3) Meet with the Finance Committee regarding budgetary considerations and 3) Present to Public Safety the final package for approval and recommendation to City Council. He further commented that it has been difficult for staff to complete station tasks, there have been ambulance call delays; which leads to frustration by individuals, waiting for ambulances, and staff members. Chairperson Wilcox asked if there have been any deaths. Chief Stevens stated in his opinion, yes and that we are walking a slippery slope. Chairperson Wilcox thought it was important to let the public know the consequences of ambulance delays. Chief Stevens stated that every ambulance service can experience delays, but last Thursday there were 5 ambulance calls with only 3 staff members on duty. He thought acquiring data from the community on what they found acceptable in regard to ambulance call delays. Currently, transfers are taken by staff who are off duty. His vision is to have a transfer crew on duty 7:00 a.m. – 5:00 p.m., Monday – Thursday, add an Assistant Chief / Fire Marshal to assist with administrative tasks. Chairperson requested comments from the committee. Member Broell commented it was worth the time to carry the idea forward to see if it was a viable option. Member Huber thought we need to start somewhere and move forward. Member Andrews said it made perfect sense, if we can afford it and was concerned about the wear and tear on the ambulance vehicles.

***Committee Member Andrews moved to create position descriptions for the Interfacility Transfer Crew and the Assistant Chief / Fire Marshal, seconded by Committee Member Broell. On roll call, the motion passed unanimously 4-0.*

4. Next Meeting – The next committee meeting was scheduled for January 18, 2022 at 4:15 p.m.
5. Adjournment

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

The meeting was adjourned at 4:49 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins



Miles City Fire Rescue CITY OF MILES CITY

www.milescityfirerescue.com



2800 Main Street
Miles City, MT 59301

Telephone (406) 234-2235
Fax (406) 874-8666

HR Meeting

December 9, 2021

Staffing Issues:

- A. Currently our staffing levels are inadequate for the amount of calls for service we receive.
- B. Currently staffed with 15 FTE's and 6 part-paid (of which only 3 are EMT's) 21 total
- C. In 1991 our staffing was 17 FTE's and 23 part-paid (all but a few were EMT's) 40 total

Community Issues:

- A. In 1991 MCFR responded to 792 calls for service per year.
- B. In 2021 MCFR will respond to over 1600 calls for service, approximately 33% of the time these calls come in more than one at a time. Calls running more than 1 at a time have resulted in weekly and sometimes daily delays for the ambulance to arrive at the scene of an emergency. The public should be aware that if they call 911 for an emergency that delays are not uncommon and can be expected. (since Monday there have been 7 EMS calls delayed due to not enough staff to respond)

Response Issues:

Ambulance Transfers –

Scope of Issue: Requests for transfers to Billings are 270% above 9 years ago.

Year	Transfers turned down	Transfers accepted	Total
2021	121	94 + 20 cancelled by HRH	235 * total to date
2020	111	100	211
2019	74	138	212
2018	125	121	246
2017	96	81	177
2016	58	63	121
2015	22	85	107
2014	*	124	124
2013	*	87	87

The Firefighter/EMT's on shift are on duty to cover the City for fire and EMS, and the County for EMS, so ambulance transfers are taken by off duty staff when they are available. This is done by overtime.

Medical Flight Team transfers –

Scope of Issue: Flight team transfers have increased by 71 % over the last 9 years

Year	Number of transfers completed
2021	148
2020	105
2019	136
2018	131
2017	113
2016	97
2015	101
2014	90
2013	104

Interfacility Transfers –

Scope of Issue: Interfacility transfers are 368% above 8 years ago.

Year	Number of transfers completed
2021	70
2020	35
2019	57
2018	53
2017	16
2016	16
2015	19
2014	19
2013	• Number was calculated with other types of calls

Total Call volume –

Scope of issue: Total call volume continues to increase with community members relaying heavily on emergency services

Year	EMS	Fire	Total
2021	1341	240	1581 * to date
2020	1247	274	1521
2019	1338	348	1686
2018	1284	308	1592
2017	1150	292	1428
2016	1070	248	1318
2015	1214	278	1501
2014	1363	247	1612
2013	1143	315	1457

What I am asking for and proposing.

1. Permission to create 2 new position descriptions for 3 FTE's
2. Bring completed position descriptions back for approval from HR
3. Take the position descriptions to Public Safety committee to be approved
4. Take the position descriptions to finance for budgetary considerations
5. Take the positions back to Public Safety for final approval

What this looks like.

1. 1 Assistant Chief/Fire Marshall position to assist with daily tasks and needs
2. 2 Interfacility transfer FF/EMT's to work Monday through Thursday during peak times

The only reason I am asking for three FTE's is because of the current financial state of our City, if we had the money I would be asking for 5 or 6.

This issue is not going to go away, year after year we are having more and more demands put on our emergency services.

Human Resources Committee
January 18, 2022

The **Human Resources Committee** met Tuesday, January 18, 2022 at 4:15 p.m. at City Hall in the Human Resources Office. Present were Committee Members Kathy Wilcox, Stacy Broell, Rick Huber and Dwayne Andrews. Also present was: Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Elect Chairperson

***Committee Member Andrews moved to nominate Kathy Wilcox as Chairperson, seconded by Committee Member Broell. On roll call, the motion passed unanimously 3-0 with Committee Member Wilcox abstaining.*

2. Committee Member Comments

None

3. Discuss & recommend next steps: City Planner/County Planner Discussion

Officer Wilkins informed the committee that there was discussion during a Directors Meeting regarding creating a City/County Planner. The Planner-in-Training position has not yet been filled and Director Gray has been fielding calls for this position and there is a need to fill this position. The additional duties of Urban Renewal and Historic Preservation could possibly be advertised as another position. Member Andrews thought if we went this direction the position should be housed at the City. Member Huber questioned if the duties of the planner could be possibly picked up by another staff member possibly in conjunction with flood. Member Broell thought items would be missed by a staff member wearing too many hats. Member Huber thought that Grants Administration was an important area to look at, how many grants are currently in the making. Chairperson Wilcox thought the committee should look at the pros and cons of have a City/County Planner. Pros: sharing expense, separated from other duties, the county planner is currently off site. Cons: less control. The committee decided they would not make a decision today, but would like to look at the job descriptions for public works and utilities.

4. Next Meeting – Items for the next agenda:

1. Wage Increase for summer help
2. Temporarily for the planner field calls to follow citizens requests
3. Look at Grant Writing position
4. Job Description of Police/Legal Admin Assistant

The next committee meeting was scheduled for February 17, 2022 at 4:15 p.m.

5. Adjournment

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

The meeting was adjourned at 4:49 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Finance Committee Meeting

January 18, 2022

The Finance Committee met Tuesday, January 18, 202 at 6:00 p.m. at City Hall in the Human Resources Office. Present were Committee Chair Stacy Broell and Committee Members Roxanna Brush, Brant Kassner and Rick Huber.

Also present were Council Member Chris Grenz, City Clerk Mary Rowe, and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Broell called the meeting to order.

1. Elect Chairperson

****** *Committee Member Kassner moved to nominate Committee Member Broell, seconded by Committee Member Huber and passed unanimously, 3-0 with Committee Member Broell abstaining.*

2. Set Claims Review Schedule

Clerk Rowe commented last years claims schedule was quarterly as follows:

Ward I	July, August, September
Ward II	October, November, December
Ward III	January, February, March
Ward IV	April, May, June

****** *Committee Member Kassner moved to set the claims schedule the same as last years, seconded by Committee Member Huber and passed unanimously, 4-0.*

3. Adjournment

****** *Committee Member Kassner moved to adjourn the meeting, seconded by Committee Member Brush and passed unanimously, 4-0.*

The meeting was adjourned at 6:08 p.m.

Stacy Broell, Committee Chair

Linda Wilkins, Recorder

**REGULAR COUNCIL MEETING January 11, 2022
6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, January 11, 2022, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana and via Zoom.us. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Chris Grenz, Rick Huber, Roxanna Brush, Kathy Wilcox and Stacy Broell. Council Member Ken Gardner was not present.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Police Chief Doug Colombik, Police Captain Dan Baker, Public Utilities Director Tom Speelmon, Floodplain Administrator Sam Malenovsky, and City Clerk/Minute Recorder Mary Rowe.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 12/14/2021

** *Councilperson Kassner moved to approve the minutes of the Regular Council Meeting of December 14, 2021, subject to any changes, and seconded by Councilperson Brush. The motion **passed** by unanimous consent, 7-0.*

Special City Council Minutes: 12/17/2021

** *Councilperson Wilcox moved to approve the minutes of the Special Council Meeting of December 17, 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 @ 4:15PM on 01/18/22
- Finance Committee Meeting @ 6:00PM on 01/18/2022

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

Mayor Hollowell called to Elect Council President:

** *Councilperson ????? nominated Councilperson Wilcox, and seconded by Councilperson Brush.*

** *Councilperson Broell nominated Councilperson Kassner with no second, the nomination failed.*

As there were no other nominations, Mayor Hollowell closed nominations.

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

Mayor Hollowell requested a motion that all appointments be voted on via consent agenda with Councilperson Huber being added to the Local 600/Labor and Councilperson Gardner being added to CCMC Flood Control & PPI Committee.

** *Councilperson Grenz moved to appoint by consent agenda, seconded by Councilperson Brush and passed unanimously, 7-0.*

Standing Committees:

Finance Committee- Stacy Broell, Rick Huber, Brant Kassner, and Roxanna Brush

Public Safety Committee- Ken Gardner, Chris Grenz, Kathy Wilcox, and Roxanna Brush

Public Service Committee- Ken Gardner, Chris Grenz, Kathy Wilcox, and Dwayne Andrews

Human Resource Committee- Stacy Broell, Rick Huber, Kathy Wilcox, and Dwayne Andrews

Flood Control Committee- Ken Gardner, Rick Huber, Brant Kassner, and Roxanna Brush

Non-Standing Committees:

Local 600/Labor- Mayor Hollowell and Rick Huber

Airport Commission-

City Appointed- Justin Strub and Doug Phair

City/County Appointed- Bob Lunde

Planning Board-

Council Member- Brant Kassner

City Appointed-Dennis Hirsch

City Resident- Steven Palmeri

Urban Renewal Agency Board-
City Resident- Elizabeth Patten

Historic Preservation-
Council Member- Dwayne Andrews

Solid Waste Board-Roxanna Brush

Economic Development- Rick Huber

CCMC Flood control & PPI Committee-
Council Member- Ken Gardner

Other Appointments:

City Attorney- Dan Rice
Deputy City Attorney- James Carr

** *Councilperson Grenz moved to approve appointments, seconded by Councilperson Brush and passed unanimously, 7-0.*

PROCLAMATIONS

None

STAFF REPORTS

Chief Colombik handed out weekly statistics, stating that sexual assaults are way up. He gave a brief overview of the impact the windfarm workers are having on current crime rates. Police Department update is there are still some punch list items being addressed, but they are all moved in now. He stated that we are on year two of the SRO grant and Officer Fenner is doing a great job.

Director Spielmon said there were three water breaks in the last month. He is working with SEMDC on a three million dollar EDA grant for the North Montana sewer line project.

Director Gray gave kudos to the street crew on snow removal and is happy they are getting experience.

CITY COUNCIL COMMENTS

None

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

Annual Printing Contract- One bid was received from Boss

- ** *Councilperson Brush moved to accept the Boss bid, seconded by Councilperson Grenz and passed unanimously, 7-0.*

BID AWARDS

Current Production Model Truck Mounted Sewer Jetter

Director Speelmon explained that two bids were received, Kois Brothers and SWS Equipment, but that the bids have not yet gone to the Finance Committee. Staff recommends accepting SWS Equipment bid as Kois bid did not meet the specifications and there is a huge cost difference. He also said that there was \$230,000 budgeted this year for the sewer jetter but since they will not be able to get it until next year, they would like to add on a steamer option for an additional \$9,341 which will be added into next year's budget.

- ** *Councilperson Andrews moved to accept SWS Equipment bid with steamer option, seconded by Councilperson Broell and passed unanimously, 7-0.*

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. RESOLUTION NO. 4447 – A RESOLUTION OF THE CITY OF MILES CITY APPROVING THE EXTINGUISHMENT OF A CERTAIN UTILITY EASEMENT PREVIOUSLY RESERVED TO THE CITY, LOCATED IN LOTS 1A-5A OF BLOCK 63 OF THE ORIGINAL TOWNSITE OF MILES CITY.**

- ** *Councilperson Andrews moved to approve the Resolution, read by title only and seconded by Councilperson Kassner. On roll call vote, the motion **passed** unanimously, 7-0.*

- B. RESOLUTION NO. 4449 – A RESOLUTION APPROVING A TASK ORDER FOR ENGINEERING SERVICES BETWEEN THE CITY OF MILES CITY AND BROSZ ENGINEERING, INC. RELATED TO THE NORTH HAYNES AVE. SANITARY SEWER REHABILITATION PROJECT.**

- ** *Councilperson Andrews moved to approve the Resolution, seconded by*

Councilperson Kassner.

Councilperson Grenz asked if there were any TSEP grants for this. Director Speelmon responded that this is for engineering only, not the actual project yet, but they will pursue every avenue for the actual project.

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

C. Approval of December Claims

****** *Councilperson Wilcox moved to approve December Claims, seconded by Councilperson Grenz and **passed** unanimously, 7-0.*

ADJOURNMENT

****** *Councilperson Broell moved to adjourn the meeting, seconded by Councilperson Kassner and **passed** unanimously.*

The meeting was adjourned at 6:35p.m.

John Hollowell, Mayor

Mary Rowe, City Clerk

New Business

RESOLUTION NO. 4450

A RESOLUTION ESTABLISHING WAGES AND SALARIES FOR CITY EMPLOYEES FOR FISCAL YEAR 2021-2022

WHEREAS, § 7-4-4201 MCA requires the City Council to determine by resolution or ordinance the compensation of city employees,

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

That the following wages and salaries paid to city employees for the fiscal year 2021-2022 shall be as follows:

POSITION	AMOUNT	FREQUENCY
Elected and Appointed		
City Council:	\$333.34	per month
City Court Judge:	\$1,833.99	per month
Mayor:	\$1,833.99	per month
Treasurer:	\$1,833.99	per month
City Attorney:	\$150.00	per hour
Deputy City Attorney:	\$3,000.00	per month

Non-Union wages are based on the 2021/2022 Non-Union Wage Matrix currently resolved through Miles City Personnel Policy. Attached as Exhibit "A".

All hourly wages shall be adjusted to comply with changes to Montana State minimum wage law and regulations.

LONGEVITY/

The fire chief, if a certified fire fighter, shall receive as longevity 1% of their base pay per month for each year of service, in accordance with state law.

EMPLOYEE HEALTH INSURANCE

A maximum of \$854.70 shall be paid by the employer for medical insurance. (See union contracts for specifics on health insurance for employees who are members of collective bargaining units.)

COLLECTIVE BARGAINING UNITS

AFSCME 283A: City Shop, Treatment Facilities, Library and Clerical. Wages and Benefits for members of this union shall be paid in accordance with their bargaining agreement dated July 1, 2020, through June 30, 2022. Seasonal members of this union will be paid as approved by Resolution No. 3909.

AFSCME 283B: Police Officers, Dispatchers, Animal Control and Clerical. Wages and Benefits for members of this union shall be paid in accordance with their bargaining agreement dated July 1, 2021, through June 30, 2022. Animal Control/Code Enforcement Officer will be paid as approved by Resolution No. 3906.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 600: Firefighters/Ambulance Personnel. Wages and Benefits for members of this union shall be paid in accordance with their bargaining agreement dated July 1, 2021, through June 30, 2023.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 25th DAY OF JANUARY, 2022.

John L. Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Non-Union Wage Matrix
Wage Scale
Effective Date: 07/01/2021

1.012

% of Prior Step	Probationary													
	7th Month	1	2	3	4	5	6	7	8	9	10	15	20	
Director/Professional Classification														
Airport Manager	\$4,447.22	\$ 4,537.51	\$ 4,560.32	\$ 4,583.23	\$ 4,629.53	\$ 4,676.29	\$ 4,759.82	\$ 4,865.21	\$ 4,986.84	\$ 5,111.51	\$ 5,239.30	\$ 5,396.48	\$ 5,612.34	
Building Inspector	\$ 24.68	\$ 24.95	\$ 25.07	\$ 25.33	\$ 25.68	\$ 26.09	\$ 26.61	\$ 27.14	\$ 27.82	\$ 28.52	\$ 29.23	\$ 30.11	\$ 31.31	
City Clerk	\$3,918.90	\$ 3,978.37	\$ 3,998.27	\$ 4,038.25	\$ 4,078.63	\$ 4,160.20	\$ 4,243.41	\$ 4,328.28	\$ 4,436.48	\$ 4,547.40	\$ 4,661.08	\$ 4,800.91	\$ 4,992.95	
Dispatch Supervisor	\$3,594.09	\$ 3,630.40	\$ 3,648.64	\$ 3,685.40	\$ 3,722.25	\$ 3,796.70	\$ 3,872.63	\$ 3,950.09	\$ 4,048.84	\$ 4,150.06	\$ 4,263.81	\$ 4,381.43	\$ 4,515.17	
Fire Chief / EMT	\$5,115.17	\$ 5,166.84	\$ 5,219.03	\$ 5,271.62	\$ 5,324.87	\$ 5,378.85	\$ 5,488.42	\$ 5,600.43	\$ 5,714.72	\$ 5,861.25	\$ 6,011.54	\$ 6,191.89	\$ 6,439.56	
Human Resources Officer	\$3,483.85	\$ 3,519.04	\$ 3,554.58	\$ 3,590.40	\$ 3,626.67	\$ 3,663.30	\$ 3,756.56	\$ 3,811.30	\$ 3,906.68	\$ 4,004.24	\$ 4,104.35	\$ 4,227.48	\$ 4,396.58	
Library Director	\$3,410.84	\$ 3,445.30	\$ 3,480.10	\$ 3,515.16	\$ 3,550.67	\$ 3,586.53	\$ 3,659.73	\$ 3,734.42	\$ 3,810.63	\$ 3,908.34	\$ 4,008.55	\$ 4,128.81	\$ 4,293.96	
Police Chief	\$5,460.25	\$ 5,515.41	\$ 5,571.12	\$ 5,627.25	\$ 5,684.09	\$ 5,741.50	\$ 5,858.68	\$ 5,978.24	\$ 6,100.25	\$ 6,256.66	\$ 6,417.09	\$ 6,609.60	\$ 6,873.99	
Public Utilities Director	\$4,893.69	\$ 4,933.02	\$ 4,982.85	\$ 5,033.06	\$ 5,083.89	\$ 5,135.25	\$ 5,240.05	\$ 5,346.99	\$ 5,466.11	\$ 5,596.01	\$ 5,739.50	\$ 5,911.68	\$ 6,148.15	
Public Works Director	\$4,987.94	\$ 5,038.32	\$ 5,089.21	\$ 5,140.49	\$ 5,192.41	\$ 5,244.86	\$ 5,351.90	\$ 5,461.12	\$ 5,572.57	\$ 5,715.46	\$ 5,862.01	\$ 6,037.87	\$ 6,279.39	
Director - Hourly	\$ 16.29	\$ 16.46	\$ 16.54	\$ 16.79	\$ 16.96	\$ 17.29	\$ 17.64	\$ 17.99	\$ 18.44	\$ 18.90	\$ 19.38	\$ 19.96	\$ 20.76	
Administrative/Technical Classification														
Airport Equip Op/Maintenance/Cust	\$ 17.18	\$ 17.35	\$ 17.53	\$ 17.70	\$ 17.88	\$ 18.06	\$ 18.43	\$ 18.79	\$ 19.26	\$ 19.75	\$ 20.24	\$ 20.85	\$ 21.68	
Animal Caretaker (Minimum Wage)	\$ 8.86	\$ 8.94	\$ 8.99	\$ 9.03	\$ 9.12	\$ 9.40	\$ 9.69	\$ 9.78	\$ 10.02	\$ 10.27	\$ 10.53	\$ 10.85	\$ 11.28	
City Planner-in-Training	\$2,882.70	\$ 2,911.82	\$ 2,941.23	\$ 2,970.86	\$ 3,000.67	\$ 3,031.19	\$ 3,093.05	\$ 3,154.91	\$ 3,233.78	\$ 3,314.62	\$ 3,397.49	\$ 3,499.41	\$ 3,639.39	
City Planner I	\$3,227.79	\$ 3,227.79	\$ 3,260.40	\$ 3,293.25	\$ 3,326.51	\$ 3,360.11	\$ 3,428.69	\$ 3,497.26	\$ 3,594.69	\$ 3,674.31	\$ 3,766.17	\$ 3,879.15	\$ 4,034.32	
Deputy City Clerk - Hourly	\$17.20	\$17.38	\$17,550,9642	\$17.82	\$17.99	\$18.35	\$18.72	\$19.10	\$19.57	\$20.06	\$20.56	\$21.18	\$22.03	
Utilities/Public Works Assistant	\$3,185.71	\$ 3,217.88	\$ 3,250.39	\$ 3,283.14	\$ 3,316.30	\$ 3,349.80	\$ 3,418.16	\$ 3,487.92	\$ 3,559.10	\$ 3,650.36	\$ 3,743.96	\$ 3,856.28	\$ 4,010.53	
General Office Clerk - Hourly	\$11.49	\$11.60	\$11.66	\$11.84	\$11.96	\$12.20	\$12.44	\$12.69	\$13.01	\$13.33	\$13.66	\$14.07	\$14.64	
Police Lieutenant/Detective	\$4,510.56	\$ 4,556.12	\$ 4,602.14	\$ 4,671.52	\$ 4,719.23	\$ 4,812.60	\$ 4,908.85	\$ 5,007.03	\$ 5,132.20	\$ 5,260.51	\$ 5,392.02	\$ 5,563.78	\$ 5,775.93	
Police Captain	\$4,866.96	\$ 4,916.12	\$ 4,965.78	\$ 5,015.81	\$ 5,066.48	\$ 5,167.81	\$ 5,271.16	\$ 5,376.59	\$ 5,511.00	\$ 5,648.78	\$ 5,789.99	\$ 5,963.69	\$ 6,202.24	
Water/Wastewater Plant Supervisor	\$4,055.02	\$ 4,095.98	\$ 4,137.35	\$ 4,179.04	\$ 4,221.25	\$ 4,263.99	\$ 4,350.91	\$ 4,439.70	\$ 4,550.31	\$ 4,646.47	\$ 4,765.61	\$ 4,908.58	\$ 5,104.92	
Swimming Pool Classification														
Monthly	\$2,239.65	\$ 2,262.28	\$ 2,285.14	\$ 2,308.15	\$ 2,331.47	\$ 2,355.02	\$ 2,403.09	\$ 2,452.13	\$ 2,502.17	\$ 2,566.33	\$ 2,630.49	\$ 2,709.40	\$ 2,817.78	
Lifeguard - Hourly	\$ 10.00	\$ 10.31	\$ 10.65	\$ 10.85	\$ 11.60									
Head Lifeguard or Auling Add -	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50									
Part Paid Firefighters Classification														
Part Paid Firefighter	\$ 10.12	\$ 12.14												
Monthly Stipend - Completion of one	\$ 150.00	\$ 150.00												
EMT Certification - Add Upon Certification	\$ 3.00	\$ 3.00												
AEMT Certification	\$ 4.00	\$ 4.00												
Paramedic	\$ 5.00	\$ 5.00												
Critical Care Paramedic	\$ 6.00	\$ 6.00												
Firefighter I - Add Upon Certification	\$ 2.00	\$ 2.00												
Firefighter II - Add Upon Certification	\$ 3.00	\$ 3.00												
Driver/Operator	\$ 4.00	\$ 4.00												
Elected Officials														
Monthly Wage	\$ 1,833.99	\$ 1,833.99												
Mayor	\$ 1,833.99	\$ 1,833.99												
City Court Judge	\$ 1,833.99	\$ 1,833.99												
Treasurer	\$ 1,833.99	\$ 1,833.99												
Councilperson	\$ 333.34	\$ 333.34												
Appointed Positions														
Monthly Wage	\$ 150.00	\$ 150.00												
City Attorney	\$ 150.00	\$ 150.00												
Deputy City Attorney	\$ 3,000.00	\$ 3,000.00												

Current Wage
Step Increase

RESOLUTION NO. 4451

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA DEPARTMENT OF COMMERCE COAL BOARD CONTRACT AMENDMENT FOR GRANT FUNDING RELATING TO THE FRANK WILEY FIELD MILES CITY AIRPORT IMPROVEMENT PROJECT.

WHEREAS, the City of Miles City has been awarded and entered into a Montana Department of Commerce Coal Board grant to be used for the Frank Wiley Field Miles City Airport Improvement Project;

AND WHEREAS, the terms of said grant award are set forth in Montana Department of Commerce Coal Board Contract #MT-CB-CG-21-0886 and 0886A, and is to be amended to extend applicable dates related to said award;

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

1. The “Montana Department of Commerce Coal Board Contract Amendment #MT-CB-CG-21-0886B,” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 25th DAY OF JANUARY, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

EXHIBIT A

**MONTANA DEPARTMENT OF COMMERCE
COAL BOARD
CONTRACT AMENDMENT #MT-CB-CG-21-0886B**

This Contract Amendment is entered into by and between Miles City, Montana (the Grantee), and the Montana Coal Board (the Board).

The Grantee and the Department mutually agree to amend Contract # MT-CB-CG-21-0886 executed on June 4, 2020 and MT-CB-CG-21-0886A, executed on June 28, 2021 as follows:

- I. Section 5, EFFECTIVE DATE AND TIME OF PERFORMANCE, is amended to read as follows:

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on September 30, 2023 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between September 12, 2019 and June 30, 2023. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2023.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A-1. The Grantee may modify the implementation schedule set forth in Exhibit A-1 only with prior written approval of the Department.
- (d) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to September 30, 2023.

2. Exhibits A and A-1 have been amended. Please refer to Amended Exhibit A-2, which is attached to the Contract and specifically incorporated herein by this reference. Amended Exhibit A-2 supersedes and replace previous versions of Exhibits A and A-1 in their entirety.
3. All other provisions of the Contract remain in full force and effect.

CITY OF MILES CITY:

John Hollowell, Mayor

Date

ATTEST:

Mary Rowe, City Clerk

APPROVED AS TO FORM:

DocuSigned by:


Dan Rice, Attorney

MONTANA COAL BOARD:

Pat Lorello, Chair

Date

EXHIBIT A-2
Implementation Schedule

IMPLEMENTATION SCHEDULE HANGER AT MILES CITY AIRPORT PROJECT												
TASK	QUARTERS 2019				QUARTERS 2020				QUARTERS 2021			
	1 ST	2 ND	3 RD	4 TH	1 ST	2 ND	3 RD	4 TH	1 ST	2 ND	3 RD	4 TH
PROJECT START-UP												
A. Sign contract with Coal Board				X								
B. Secure approval of other funding					X							
C. Submit progress reports and drawdown request. (Progress reports quarterly if no draws submitted)				X	X	X	X	X	X	X	X	X
PROJECT CONSTRUCTION												
A. Engineering Design				X	X							
B. Bid Advertisement/Selection					X							
C. Construction						X	X	X	X	X		
D. Monitor Progress					X	X	X	X	X	X		
E. Final Inspection												2023
PROJECT CLOSE-OUT												
A. Coal Board administrative staff conduct on-site monitoring of the project.												2023
B. Submit project completion report.												2023
C. Include project in audits.												2023

CDD CONTRACT INFORMATION SHEET

Division staff are required to complete the items in blue print.

Date of Gov. Award Letter: 4/1/2020 Date Met StartUp Conditions: NA
 Contract Number: MT-CB-CG-21-0886B Division: _____
 Contractor's Name: Miles City CDD _____
 Contract Liaison: _____
 Contract Liaison Email: _____
 Approved to Form Name: Dan Rice
 Approved to Form Email: drice@milescity-mt.org Vendor Number: _____
 Contractor (Signee) Name: John Hollowell 23484
 Contractor's Email: mayor@milescity-mt.org
 Contractor's Address: PO Box 910 Begin Date: _____
 Contractor's Address 2: Miles City, MT 59301 6/25/2019
 Attest Name: Mary Rowe
 Attest Email: cityclerk@milescity-mt.org End Date: _____
 Coal Board Chair Name: Pat Lorello 9/30/2023
 Coal Board Chair Email: pat.lorello@mt.gov

Amount: \$275,000
 Organization Number: 601886
 Program Number: 60 Original Contract FY/Biennium: _____
 Contract Type: Grant 2021
 (Standard, Sole Source, Exigency, Term Contract, Lease, MDU, PO, Grant) Funding Source: _____
 Contract Usage: as needed State
 (As Needed, Fixed, No Cost) (State, Federal, Both, Other)

Purpose of this Contract: CB Construction Grant

Scope & duties of this contract: Airplane Hangar

Liaison: Rachel Young Program Manager: _____
 Liaison Email: rachel.young@mt.gov Operations Manager: Becky Anseth
 Liaison Phone: 841-2867 Additional Email: _____
 Additional APO Email: _____

Signatures: _____ Carbon Copies:
 Division Administrator: Renee Lemon 1/12/2022 Liaison:
 Fiscal Review: Sarah Jordt 1/13/2022 Director (> \$25K):
 Legal Counsel: _____ 1/14/2022 Deputy Director (<\$25K):
 Deputy Director: _____ 1/14/2022 Perceptive Content:
 OBPP: _____ 1/14/2022

Certificate Of Completion

Envelope Id: D1B20FF466AE4E4C8774C3A12134AAFO
Subject: Montana Department of Commerce Contract #MT-CB-CG-21-0886B for Signature
Source Envelope:
Document Pages: 4
Certificate Pages: 6
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:
Contracts Admin
PO Box 200501
301 S. Park Ave
Helena, MT 596200501
doccontracts@esign.mt.gov
IP Address: 161.7.39.7

Record Tracking

Status: Original
1/11/2022 4:11:32 PM

Holder: Contracts Admin
doccontracts@esign.mt.gov

Location: DocuSign

Signer Events

Renee Lemon
Renee.lemon@mt.gov
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Renee Lemon
E311B2A669A046C0

Signature Adoption: Pre-selected Style
Using IP Address: 161.7.103.248

Timestamp

Sent: 1/11/2022 4:16:54 PM
Viewed: 1/12/2022 10:55:36 AM
Signed: 1/12/2022 10:57:22 AM

Electronic Record and Signature Disclosure:
Accepted: 1/12/2022 10:55:36 AM
ID: 2d86cb16-5028-4ea5-ab1a-d0d462f2e772

Sarah Jordt
sjordt@mt.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Sarah Jordt
EDC506CF0A044F1

Signature Adoption: Pre-selected Style
Using IP Address: 161.7.39.7

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Resent: 1/13/2022 2:40:01 PM
Viewed: 1/13/2022 4:35:40 PM
Signed: 1/13/2022 4:36:19 PM

Electronic Record and Signature Disclosure:
Accepted: 10/19/2021 8:14:06 AM
ID: 7c185e71-ef1a-4d88-90f6-0def635805c4

Jessica Osterloh
Jessica.osterloh@mt.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Jessica Osterloh
4ABBFC0166144AB

Signature Adoption: Drawn on Device
Using IP Address: 174.204.16.44
Signed using mobile

Sent: 1/13/2022 4:36:22 PM
Viewed: 1/14/2022 8:11:20 AM
Signed: 1/14/2022 8:11:40 AM

Electronic Record and Signature Disclosure:
Accepted: 1/14/2022 8:11:20 AM
ID: 526e50d2-9e84-4f8d-baee-179f50000131

Adam Schafer
aschafer@mt.gov
Deputy Director
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Adam Schafer
a1BF4CA010304EC

Signature Adoption: Drawn on Device
Using IP Address: 47.45.186.136
Signed using mobile

Sent: 1/14/2022 8:11:42 AM
Viewed: 1/14/2022 8:14:14 AM
Signed: 1/14/2022 8:15:02 AM

Electronic Record and Signature Disclosure:
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ID: 103d8cfb-1930-4ffa-9320-59b07d5c60f5

Signer Events**Signature****Timestamp**

Amy Sassano
 asassano@mt.gov
 Deputy Budget Director
 Security Level: Email, Account Authentication
 (None)



Sent: 1/14/2022 8:15:04 AM
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 Signed: 1/14/2022 6:39:16 PM

Signature Adoption: Drawn on Device
 Using IP Address: 98.127.130.100
 Signed using mobile

Electronic Record and Signature Disclosure:
 Accepted: 1/14/2022 6:38:36 PM
 ID: 69d4c5ef-e06b-4d64-9d58-77bb6f5cea2e

Dan Rice
 drice@milescity-mt.org
 Security Level: Email, Account Authentication
 (None)



Sent: 1/14/2022 6:39:18 PM
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 Signed: 1/15/2022 11:04:15 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 64.89.211.95

Electronic Record and Signature Disclosure:
 Accepted: 1/15/2022 10:54:13 AM
 ID: a23f7318-ab73-470a-82ed-d022601c5b0a

John Hollowell
 mayor@milescity-mt.org
 Security Level: Email, Account Authentication
 (None)

Sent: 1/15/2022 11:04:18 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/22/2021 11:48:54 AM
 ID: f43ac2a7-8ed0-4e1a-9606-ec464b98d63c

Mary Rowe
 cityclerk@milescity-mt.org
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 6/28/2021 9:52:54 AM
 ID: 9c6b5b97-6f7c-4903-964f-ab5539a95255

Pat Lorello
 pat.lorello@mt.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 11/18/2021 8:54:55 AM
 ID: 3422b508-e474-4cfc-97c9-f324ebcad4fd

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events**Status****Timestamp**

Rachel Young
 rachel.young@mt.gov
 Board Officer

COPIED

Sent: 1/11/2022 4:16:54 PM
 Viewed: 1/12/2022 7:44:06 AM

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 1/13/2022 9:27:45 AM
 ID: dc79fffa-dedb-467d-963f-fcb5e0120a6c

Adam Schafer
 adam.schafer@mt.gov

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 1/14/2022 11:29:45 AM
 ID: a120cdf4-ca92-4da8-9c27-b71cb8600eba

Cyndi Davis
 CDavis3@mt.gov

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 11/23/2021 11:55:05 AM
 ID: 82536a6b-4518-46ec-8648-6f047ed89282

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/11/2022 4:16:54 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, MT Dept of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact MT Dept of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docontracts@mt.gov

To advise MT Dept of Commerce of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at docontracts@mt.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from MT Dept of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to docontracts@mt.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with MT Dept of Commerce

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to docontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.

RESOLUTION NO. 4452

A RESOLUTION APPROVING A PARK USE PERMIT BETWEEN THE CITY OF MILES CITY, MONTANA, AND MILES COMMUNITY COLLEGE FOR USE OF BENDER PARK FIELD #3.

WHEREAS, the City of Miles City desires to allow Miles Community College the use of certain park property owned by the City, commonly known as Bender Park Field #3;

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

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

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

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said permit on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 25th DAY OF JANUARY, 2022.

JOHN HOLLOWELL, Mayor

ATTEST:

Mary Rowe, City Clerk

PARK USE PERMIT

THIS AGREEMENT, made and entered into this 25th day of January, 2022, by and between CITY OF MILES CITY, MONTANA, a municipal corporation, of 17 South Eighth Street, Miles City, Montana, 59301, hereinafter called "City", and the

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

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

2. ***PERMIT TERM.*** The term of this permit shall be for a five-year period commencing the 1st day of February 2022 and terminating the last day of November 2027. This permit shall be renewable at the mutual consent of both parties to the permit.

The annual permit term shall be for period of three (3) months starting the first week in September through the end of the last day in November together with a period of four (4) months starting the 1st day of February through the last day of May. The permit term shall commence at 12 o'clock noon on the 1st of September and shall terminate at midnight on the 30th of November for the first three months and shall commence at 12 o'clock noon on the 1st day of February and shall terminate at midnight on the 31st of May. Use schedules shall be reviewed and must be approved annually by the City prior to the commencement of the playing season.

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

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

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

Permittees.

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

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

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

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

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

All alterations, additions and improvements made by Permittee pursuant to this section shall belong to the City and shall remain with the permitted premises upon termination of this Permit, whether by expiration or default. Provided, however, that, so long as Permittee is not in default under the terms of this Permit, Permittee shall be permitted to remove business and trade fixtures upon termination of the Permit if such removal can be made without damage to the permitted premises. Such removal shall be made within fourteen (14) days of expiration of this Permit or the vacating of the permitted premises by Permittee,

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

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

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

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

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

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

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

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

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

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

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

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

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

and to the Permittee at the following address:

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

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

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

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

Permittee.

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

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

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

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

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

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

CITY OF MILES CITY

By: _____
Mayor

MILES COMMUNITY COLLEGE

By: _____

Title _____

EXHIBIT "A"
DESCRIPTION OF PERMITTED PREMISES

Bender Park Field #3

EXHIBIT "B"
PERMIT FEES

Cash Fees:

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

Other Consideration:

None

EXHIBIT "C"
PERMITTED USES OF PERMITTED PREMISES

During the term of the permit, Permittee shall use the permitted premises for the following uses: *Bender Park Field #3 for softball practice and games. All uses must be supervised by the respective coaching staff.*

Specific Reserved Uses of City or it's Permittees:

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

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

EXHIBIT "D"
SCHEDULE OF EVENTS

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

See attached activity schedule.

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

EXHIBIT "E"

UTILITIES

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

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

EXHIBIT "F"
REPAIR AND MAINTENANCE OBLIGATIONS OF PERMITTEE

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

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

EXHIBIT "G"
INSURANCE LIMITS

INSURANCE LIMITS

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

See attached insurance cover sheet.

EXHIBIT "H"
SPECIAL PERMIT PROVISIONS

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

Permitted uses specifically excludes non-turf motorized vehicles.