



CITY OF MILES CITY AGENDA

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

*February 14, 2023
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

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

A. Regular City Council Meeting	01/24/2023
B. Public Service Committee Meeting	01/31/2023
C. Public Safety Committee Meeting	11/17/2022
D. Human Resource Committee Meeting	12/01/2022
E. Human Resource Committee Meeting	01/05/2023
F. Human Resource Committee Meeting	01/19/2023

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**

HR Committee Recommendation Planning Assistant Duties & Compensation

10. **BID OPENINGS**

11. **BID AWARDS**

12. **PUBLIC HEARINGS**

13. **UNFINISHED BUSINESS**

14. **NEW BUSINESS**

A. **RESOLUTION NO. 4494 – A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL NO. 283-B UNION**

B. **RESOLUTION NO. 4495 – A RESOLUTION ESTABLISHING CITY OF MILES CITY PERSONNEL POLICIES REGARDING POLICY TITLE**

C. **RESOLUTION NO. 4496 – A RESOLUTION ACCEPTING WATER AND SEWER**

**INFRASTRUCTURE INSTALLED TO SERVE THE CITY VIEW SUBDIVISION
INTO THE CITY OF MILES CITY'S MUNICIPAL WATER AND SEWER
SYSTEMS**

- D. RESOLUTION NO. 4497 – A RESOLUTION APPROVING AN AMENDED
SUBDIVISION IMPROVEMENTS AGREEMENT FOR CITY VIEW
SUBDIVISION**
- E. RESOLUTION NO. 4498 – A RESOLUTION APPROVING AN “AMENDMENT
TO ENGINEER-OWNER AGREEMENT” WITH KLJ ENGINEERING, LLC,
FOR FLOODPLAIN SERVICES**
- F. RESOLUTION NO. 4499 – A RESOLUTION OF THE CITY OF MILES CITY
APPROVING A “UTILITY EASEMENT” AND “EASEMENT GRANT” FROM
THE STATE OF MONTANA**
- G. APPROVAL OF JANUARY 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

Minutes

**REGULAR COUNCIL MEETING January 24, 2023
6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, January 10, 2023, 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 Pamela Bovee, Rick Huber, Chris Grenz, Mathew Regan, Kathy Wilcox, Dwayne Andrews, and Roxanna Brush. Council Member Ken Gardner was not present.

Also present were Police Captain Dan Baker, Dispatch Supervisor Lyne Anderson, and Deputy City Clerk/Minute Recorder Jody Kinsey.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 01/10/2023

** *Councilperson Grenz moved to approve the minutes of the Regular Council Meeting of January 10, 2023, subject to any changes, and seconded by Councilperson Huber. The motion **passed** by unanimous consent, 7-0.*

Public Safety Committee Minutes: 01/17/2023

** *Councilperson Grenz moved to approve the minutes of the Public Safety Committee Meeting of January 17, 2023, subject to any changes, and seconded by Councilperson Brush. The motion **passed** by unanimous consent, 7-0.*

Finance Committee Minutes: 01/17/2023

** *Councilperson Brush moved to approve the minutes of the Finance Committee Meeting of January 17, 2023, subject to any changes, and seconded by Councilperson Bovee. The motion **passed** by unanimous consent, 7-0.*

SCHEDULE MEETINGS

None

REQUEST OF CITIZENS & PUBLIC COMMENT

Dawn Moran of 911 Main addressed the pigeon problem. Specifically, there is a mess at her business at this location. They sweep the sidewalk multiple times a day. They have to sweep and vacuum inside the business multiple times a day from droppings being tracked inside. She is concerned about the health risks with the movie theater on the same block serving food. People are breathing in the particles from the dust created. She has filed several complaints and nothing has been done. Attorney Rice noted that lots has been done to curb the issue but the pigeons continue to come back. He suggested spikes and something to cover the overhangs so that the birds are not able to roost on their building. Mayor Hollowell mentioned that funding is a large part of the issue too. Councilmember Wilcox referred the issue to Public Service Committee.

APPOINTMENTS

None

STAFF REPORTS

CITY COUNCIL COMMENTS

Councilperson Grenz suggested that since bats migrate south for the winter the police department could use the thermal imaging camera from the fire department to determine where the bats are entering the building and better determine where holes are. Since the Police Department needs someone to oversee construction and maintenance at the department Dustin Sloan is a very capable person. Maybe on days he is working he can just check on these people. It would save a little money. Mayor Hollowell stated that the department would need to be in contact with the building inspector since this would involve an officer doing work outside of the scope of their job. Captain Baker added that they all play a part in maintaining the building and Sloan is there, but he didn't think it would be fair to ask him to do that. They could ask him if he would like to supervise maintenance because if he sees something he is probably going to say something anyway. Councilperson Grenz added that he was disheartened that the city was only able to come up with minimal funds for the police cars and he was hoping the city was in better shape than that. He looked into the TSEP grant and saw that we could get a half a million dollars with a half a million-dollar match. He hopes someone applies for the grant with all the water and sewer projects that need to be done.

Councilperson Huber said that he thought the bat problem was taken care of at the police department. Captain Baker let him know that there is still soffit work and windows because bats can get through any little cracks. He mentioned that the brick work was done so they were making progress. Councilperson Huber stated that he thought that was the intent of the brick work to plug up the holes. Captain Baker noted that it was not only for the bats but also for the structure and health of the building. There was daylight shining through the building in places.

MAYOR COMMENTS

Mayor Hollowell shared a handout of the DEQ Salinity Project. He received the information from Allen Kelm who is the President of Montana Rural Water. The map shows that the Salinity in the Tongue River is the highest around Miles City.

Supervisor Anderson let the council know the 911 Board met and decided to provide Miles City with two mobile data terminals. Officers would then be able to run plates from the patrol vehicle. The 911 Board will support all internet connections. The commissioners are looking at dispatch/911 to be under a board. They are looking into a training program with possible Dawson Community College or Miles Community College. Call volume is down year to date for dispatch. The reason for that is officers now have mobile data terminals that they can get information from. Before they would have to call into dispatch and ask for information and now they can get some of that information themselves. She invited all City Council members to stop by Dispatch to see the new software and how it works. They have an average of seventeen calls for service a day. The department is now fully staffed.

COMMITTEE RECOMMENDATIONS

1. Take over reservations and power bill for the picnic shelter at Spotted Eagle under direction of the Public Works Director.

****** *Councilperson Brush moved to approve the recommendation, seconded by Councilperson Wilcox and passed unanimously.*

2. Recommend allocating \$18,000 towards Coal Board grant match funds for new Police vehicles.

****** *Councilperson Huber moved to approve the recommendation, seconded by Councilperson Brush and passed unanimously.*

BID OPENING

Printing Bid was opened. We received a bid from Miles City Star and Boss Office.

****** *Councilperson Wilcox moved to refer the bids to Finance, seconded by Councilperson Brush and passed unanimously.*

NEW BUSINESS

None

UNFINISHED BUSINESS

- A. RESOLUTION NO. 4493 - A RESOLUTION APPROVING THE RECEIPT OF REAL PROPERTY TO BE DONATED TO**

**THE CITY, DESCRIBED AS LOT 25, BLOCK 40,
MILWAUKEE PARK ADDITION.**

- **** *Councilperson Regan moved to approve the Resolution read by title only, seconded by Councilperson Bovee. On rollcall vote the Resolution passed unanimously, 7-0.*

ADJOURNMENT

- **** *Councilperson Wilcox moved to adjourn the meeting, seconded by Councilperson Brush and passed unanimously.*

The meeting was adjourned at 6:40p.m.

John Hollowell, Mayor

Jody Kinsey, Deputy City Clerk

PUBLIC SERVICE COMMITTEE MEETING
January 31, 2023

The Public Service Committee met January 31st in the City Hall Conference Room, 17 S. 8th Street, Miles City, Montana. Present were Committee Members, Dwayne Andrews, Matthew Regan, and Ken Gardner. Committee Member Chris Grenz was absent.

Also present were Councilperson Rick Huber, and Deputy City Clerk/ Recorder Jody Kinsey.

Chairperson Andrews opened the meeting

1. Elect a Chairperson

- ** *Committee Member Andrews moved to nominate himself, seconded by Committee Member Gardner. The motion passed by unanimous consent, 3-0.*

2. Request of Citizens

-None-

3. Committee Member Comments

-None-

4. Discuss Florence Stacy Fountain in Wibaux Park/ Maintenance District 204

Director Gray stated that they have 200-220 million in gas tax stockpiled for two years and the fountain project could happen after the 7th street project. He has the money in his budget to go to an engineer which would cost \$30,000- \$35,000. Trees would be removed and replanted in the area. Additional street is additional gas tax money. The project can be done by 2026 at the latest and get this project out of the general fund.

- ** *Committee Member Andrews moved to refer to Finance, seconded by Committee Member Regan. The motion passed by unanimous consent, 3-0.*

5. Discuss Pigeon Problem

Councilperson Regan suggested contacting Burlington Northern about the Depot and getting it boarded back up. Gary Park 408 Hubble suggested netting somewhere a bunch of birds are and get a lot caught at once. Councilperson Andrews will contact Fish, Wildlife, and Parks to see if they have a net gun to do that.

- ** *Committee Member Andrews moved to refer to Public Safety, seconded by Committee Member Regan. The motion passed by unanimous consent, 3-0.*

6. Adjournment

** *Committee Member Regan moved to adjourn the meeting, seconded by Committee Member Gardner. Motion passed, 3-0.*

The meeting was adjourned at 5:39pm

Duane Andrews, Committee Member

Jody Kinsey, Recorder

**Public Safety Committee Meeting
November 17, 2022**

The Public Safety Committee met Thursday, November 17, 2022, at 4:00 pm via live attendance and Zoom Conferencing in the City Hall Conference Room, 17 S. 8th. Present were Committee Members Roxanna Brush, Kathy Wilcox, & Chris Grenz. Excused was Committee Member Ken Gardner. Also present were: Police Chief Doug Colombik, Dispatch Supervisor Lyne Anderson, Fire Chief Branden Stevens, Councilperson Rick Huber and HR Officer/Recorder Linda Wilkins.

Chairperson Brush called the meeting to order.

1. Request of Citizens

None

2. Staff Comments

Chief Stevens updated the Committee on the progress of funding for the new fire station. Waiting for response on request for funding from four banks, this is part of the federal funding process. Need make sure the old building is not a historic building, proceeding through this process. USDA application is being worked and will be completed next week.

Supervisor Anderson reported e-citations are being configured. New trainee is moving to the night shift.

3. Committee Member Comments

None.

4. Presentation: MMIA Lexipol Police Policy Program

Rosie Curran of Lexipol present a Zoom presentation of the police policy program offered by MMIA. MMIA will pay the cost of the initial implementation of this program.

5. Adjournment

***Committee Member Wilcox moved to adjourn the meeting, seconded by Committee Member Grenz and passed unanimously, 3-0.*

The meeting was adjourned at 4:34 p.m.

Chairperson Roxanna Brush

Recorder Linda Wilkins

Human Resources Committee
December 1, 2022

The **Human Resources Committee** met Thursday, December 1, 2022 at 5:00 p.m. at City Hall Conference Room. Present were Committee Members Kathy Wilcox, Dwayne Andrews, Stacy Broell and Rick Huber. Also present were: Fire Chief Branden Stevens, Deputy City Clerk Jody Kinsey, Mayor John Hollowell, Floodplain Administrator Samantha Malenovsky, Dispatch Supervisor Lyne Anderson, and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Request of Citizens
None
2. Staff Comments
None.
3. Committee Member Comments
None
4. Review, revise, recommend: revised HR Policy requiring certain City Staff to attend City Council meetings in-person and provide monthly reports and reporting format (draft form).

Added items g & h to item 3 and Note at the end of policy reading:

- a. Performance improvement measures primarily selected by the Officer.
- b. A generic form is available for use, but not required to be used

NOTE: "The information contained in this report is for City performance improvement activities only. It is NOT to be used for disciplinary or punitive purposes."

***Councilperson Broell moved to recommend to approve policy with added revisions, seconded by Councilperson Andrews. On role call the motion passed 4-0.*

5. Review, revise, recommend to Full Council- average weekly hours (FTEE) and starting wages: PT Administrative Assistant, Planner Assistant, Historic Preservation/Urban Development, TIF District and Finance/HR Office Assistant.

***Councilperson Broell moved to recommended to Council assigning administrative assistant planner duties to the Floodplain Administrator's responsibilities with a \$1.50/hour increase in wage for additional duties, seconded by Councilperson Andrews. Motion passed 4-0.*

***Councilperson Broell moved to recommend to finance committee a .5 administrative assistant for Urban Renewal and Historic Preservation at \$14.50/hour, seconded by Councilperson Andrews. Motion passed 4-0.*

6. Discuss Wage Discrimination.

***Councilperson Andrews moved to postpone, seconded by Councilperson Huber. Motion passed 4-0.*

7. Schedule next meeting

8. Adjournment

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

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

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Human Resources Committee
January 5, 2023

The **Human Resources Committee** met Thursday, January 5, 2023 at 5:00 p.m. at City Hall Conference Room. Present were Committee Members Kathy Wilcox, Dwayne Andrews, Ken Gardner and Rick Huber. Also present were: Fire Chief Branden Stevens, Mayor John Hollowell, Councilperson Mathew Regan, Councilperson Chris Grenz, Dispatch Supervisor Lyne Anderson, and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Request of Citizens
None

2. Staff Comments

Supervisor Anderson informed the committee the 911 Board will be meeting January 18 at the Custer County EOC.

3. Committee Member Comments
None

4. Discuss Planning Assistant position
 - a. Potential new concept- job share position w/ County- Butch Grenz
 - b. Re-visit Position Description, clarify specific duties
 - c. Desk audit: collect objective data to verify work time required for duties

The committee discussed the benefits of having a combined City/County Planner and will continue to work on developing an appropriate position in the best interest of the City.

5. Select measures to verify implementation, City Officer monthly reports

Chairperson Wilcox suggested some of the things to watch would be attendance and information reported on

6. Review, revise, recommend to Full Council- average weekly hours (FTEE) and starting wages: PT Administrative Assistant

***Councilperson Wilcox moved to postpone, seconded by Councilperson Huber. Motion passed 4-0.*

7. Schedule next meeting

8. Adjournment

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

The meeting was adjourned at 6:06 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Human Resources Committee
January 19, 2023

The **Human Resources Committee** met Thursday, January 5, 2023 at 5:00 p.m. at City Hall Conference Room. Present were Committee Members Kathy Wilcox, Dwayne Andrews, Pam Bovee and Rick Huber. Also present were: Public Works Director Scott Gray and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Elect HR Committee Chair.

***Councilperson Andrew nominated Councilperson Wilcox, seconded by Councilperson Huber. Motion passed 3-0, Councilperson Wilcox abstained.*

2. Request of Citizens
None

3. Staff Comments
None

4. Committee Member Comments
None

5. Discuss, Approve, Recommend: Planning Duties, including lease management, & compensation.
 - a. Mayor's recommendations.

Director Gray reported to the Committee that Mayor Hollowell, City Clerk Rowe and himself had meet on the duties each is doing related to Planner responsibilities. He is fielding calls from the public, Clerk Rowe is working with the contracted planner on leases, Floodplain Administrator Malenovsky is picking up slack with administrative duties related to the Planner. An administrative assistant to the Planner is a good idea. Staff are requesting additional compensation for the additional duties staff are assuming with the absence of a planner on staff, should be a consideration of Council. The idea of a City/County Planner was a good idea.

Chairperson Wilcox recommended taking what was in the budget and splitting it among the employees performing the additional duties along with an employment contract stipulating the duties and compensation.

***Councilperson Andrews moved to recommend to Council:*

- *Continue to recruit for a City Planning Assistant, 0.5 FTEE position.*
- *Work with Custer County Commissioners to explore the feasibility of an Interlocal Agreement, to be implemented in FY 2024 if possible.*
- *Compensate the 3 staff members performing the Planning Assistant duties since the beginning of FY 2023 July 1, 2022 through Dec 2022 (City Clerk, Public Works Director, Floodplain Administrator) at an equally-shared portion of the total monthly wage allotted for the Planner-in-Training position on the FY '22-23 Wage Scale Matrix approved by the Council, Aug 2022.*
- *Enter into an Employment Contract with the Public Works Director and Floodplain Administrator to continue performing Planning Assistant Duties, including lease management, for the period Jan 1, 2023-June 30, 2023. Compensate these 2 staff members at an equally-shared portion of the total monthly wage allotted for the position on the FY '22-23 Wage Scale Matrix approved by the Council, Aug 2022.*
- *Include in the contract the ability to extend the Contract as needed to enact a permanent resolution for staffing these duties.*

Compensation Calculations

1. *For Period July 1, 2022 – Jan 31, 2023: 1 Lump-Sum Payment to each of 3 staff members performing Planning Asst duties*
 - a. *FY 2023 wages \$2521 per month*
 - b. *Divide x # staff (3) \$840.33 /month/worker*
 - c. *Multiply by # months worker performed Planning duties (6) \$5042 /month*
 - d. *Total wage compensation, first 7 months of this FY, 3 workers \$15,126 6 mo, 3 workers*
 - e. *Plus additional wage-related costs for benefits paid by City*

2. *For Period Feb 1, 2022 – June 1, 2023: Under Employment Contract; 2 staff members performing Planning Asst duties*
 - a. *FY 2023 wages \$2521 per month*
 - b. *Divide x # staff (2) \$1260.50 /month/worker*
 - c. *Multiply by # months each worker performing Planning duties \$7563/worker for 6 months*
 - d. *Total wage compensation, last 5 months of this FY, 2 workers \$15,126 6 mo, 2 workers*
 - e. *Plus additional wage-related costs for benefits paid by City*

Seconded by Councilperson Bovee. On roll call vote, the motion passed 4-0.

6. Discuss, Approve, Recommend: Urban Development, Historic Preservation, TIF District duties & compensation.
 - a. Mayor's recommendations.

***Councilperson Wilcox moved to postpone, seconded by Councilperson Andrews. Motion passed 4-0.*

7. Coming Up:
 - a. Position Description updates done: Feb, March
 - b. Performance evals to Linda: March, April
 - c. Non-Union staff Wage Matrix Step and COLA recommendations: to Finance by Mar 31
 - d. Other Wage Increase Requests w/ required documents, signatures: to Linda and Committee before May 1, 2023
 - e. CDL Class B Trainer options

Reviewed upcoming deadlines. Director Gray commented the CDL trainer options was not urgent and could be worked on in the future.

8. Schedule next meeting – Feb 9, 2023; 5 pm

Meeting was scheduled.

9. Adjournment

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

The meeting was adjourned at 5:52 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Staff Reports



Miles City Fire Rescue

CITY OF MILES CITY

www.milescityfirerescue.com



2800 Main Street
2235
Miles City, MT 59204

Telephone (406) 234-

End of Year Report for 2022

Message from the Chief:

January 24, 2022

Greetings, 2022 was another year full of challenges for Miles City Fire Rescue (MCFR). MCFR responded to 1,642 calls for service in 2022. Some interesting challenges are presented with ever increasing numbers in call volume. One major challenge we are faced with in our community is the number of staff available to assist in emergency calls, and when those emergency's happen. In 2022 we experienced a weekly and sometimes daily (delays for ambulances) Several times during the year emergency calls have come in a five or six in a row. MCFR is staffed with a minimum of 3 firefighter/EMTs. 6 emergency calls in less than an hour is more than 3 firefighter/EMTs are able to handle. We respond to multiple calls at the same time, on average 33% of the time.

Our building continues to be a major obstacle to overcome. We are working with the Public Safety Committee of the City Council and the Mayor, to search out possible solutions to this issue. Alternatives for funding and a General Obligation Bond are currently being discussed.

On a very positive note - Our Cardiac Arrest Survival rate is something our community should be very proud of. MCFR has a *survival rate greater than 2 ½ times the national average*. The national average is only 10.4% survival of sudden cardiac arrest, MCFR has an exceptional save rate over the last two years (28% in 2022). This is a reflection of a large team effort, from our EMT's and Paramedics to community CPR programs, availability of AED's, 911 dispatchers trained in pre-arrival instructions, AED's in Law Enforcement vehicles, Advanced Cardiac Life support ambulances, and high quality emergency room staff at our hospital. More about the survival rate is included in this report.

Another very positive note, is the department structure fire save ratio. MCFR has a save ratio of 98.2% in 2022.

Our community should be very proud of the women and men of MCFR for their dedication and commitment to helping others. We look forward to serving the city of Miles City and Custer County in 2023.

Respectfully,

Branden M Stevens
Fire Chief

ABOUT YOUR MILES CITY FIRE RESCUE



- Our Mission -

To prevent or minimize loss of life and property from fire, injury, illness, or other sudden hazardous situations which can be dealt with by the resources of the department and cannot be managed by other public or private services.

- Our Vision -

Our vision is to serve our customers as the leading Fire and EMS Service in Eastern Montana and become the top department in the State of Montana. To achieve this vision, we will treat every customer with compassion. We will always strive to stay up to date on positive changes and trends in the world of fire and medicine, never ending in our pursuit of education.

-Our Core Values-

1. Respect: treat others with compassion and dignity
2. Accountability: holding others to the same standard we hold ourselves
3. Motivation: enthusiastically completing tasks, and striving for a better tomorrow
4. Excellence: surpass all expectations at all times. Education, safety, training, and preparedness are the keys to professionalism
5. Teamwork: what affects one, affects all
6. Family: we will act with integrity, honor, and trust-embracing diversity-to watch over ourselves, our families, and our community.

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STAFFING



- 1 Fire Chief (day-time)
- 1 Battalion Chief of Operations (day-time)
- 4 Captains
- 1 Lieutenant
- 8 Firefighter/EMT's
- 6 Part-Paid Firefighter/EMT's (4 less than the last two years)

15 total FTE and 6 part-paid, for a total of 21 members 2022

Of our 21 - member department

- 5 are certified as Paramedic's
- 4 as Advanced EMT's
- 9 at the EMT level
- 3 are non-EMS staff

Minimum staffing is three firefighter/EMT's on duty at all times. Off-duty staff routinely are called back for structure fires, standbys and EMS transfers out of town.

In the near future we need to address our staffing model. The increased demand for emergency medical care and advanced medical care -will require more paramedics and staff to meet these needs. Emergency calls for service routinely come in more than one at a time (33% responding simultaneously). The priority dispatching system is helping for now, but it is only a "Band-Aid." If we are to continue the level of service we currently provide we will need to increase staff.

According to NFPA, fire service EMS calls have increased about 350 percent over the last 30 years, including a nearly 50 - percent jump in just the last decade .Jan 2, 2019



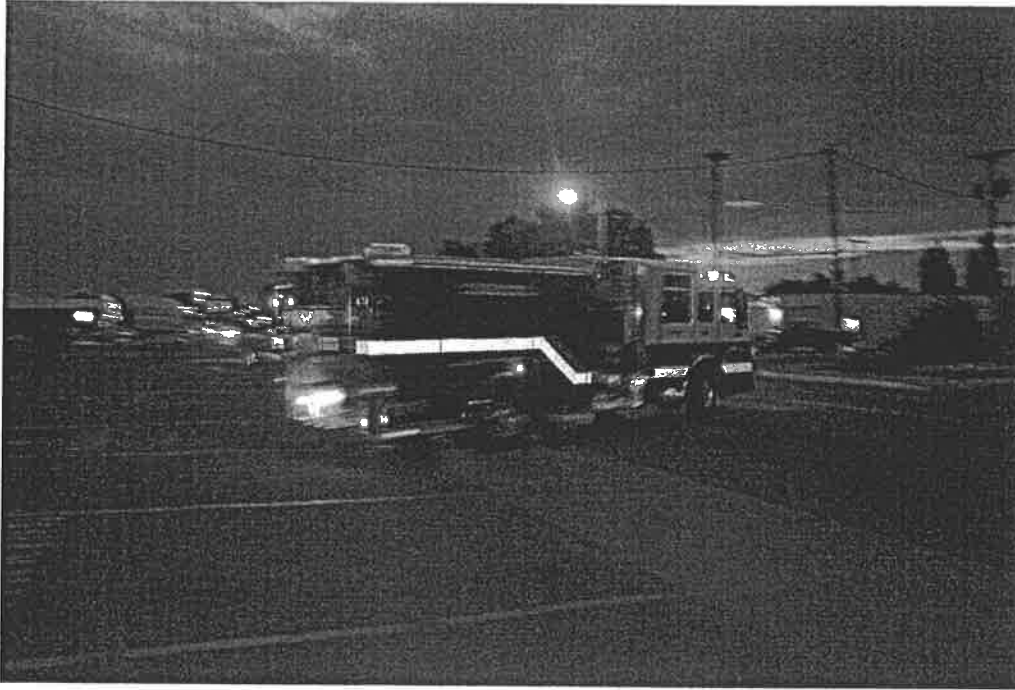
Pathways Program –

Starting in 2019 MCFR, along with Custer County High School, started a Pathways program aimed at recruiting and retaining youth into Emergency services. During the school week, a high school senior comes to the fire department for one hour for job shadow and job training. This high school student receives credit for work completed and job training and knowledge for a future pathway into a career field. This program is at little to no cost to MCFR.

Experience Works Program –

For a number of years, MCFR has had a partnership with the Experience Works Senior Citizen - work - place placement program. A senior citizen is placed at a business and trained in a skill set, with a goal of returning to the workforce. Our participation in the program had an individual placed in the receptionist/secretarial area of the fire department. Unfortunately, department is not participating in the program due to no space available at the department, which will leave a gap in the front office/administration and efficiently at the fire department. The position greeted visitors and directed phone calls, answered water towers, as well as assisted in a number of office functions. We have a need for an administrative person Monday through Friday to perform basic office functions for the department.

RESPONSE



Miles City Fire Rescue operates out of one station located at 2800 Main Street in Miles City, MT. Miles City Fire Rescue provides fire suppression to the citizens of the City of Miles City and EMS/Ambulance transport for all of Custer County and responds to over 1,600 calls a year. These include medical emergencies, structure fires, fire and life safety inspections, and motor vehicle crashes.

Response area for the City of Miles City is 3.34 sq. miles
EMS and Ambulance response for Custer County is 3,793 sq. miles

Miles City Fire Rescue Responded to 7 working building fires in 2022 - and a number of other fire-related responses. The total combined value of the buildings prior to the fires, minus the loss of the damage, results in the value saved for the calendar year 2022 (below).

* Total value saved does not include fire prevention and education programs.

Building values:	\$5,873,150 (prior to fire incident)
Total fire loss:	\$106,450 (damage of the fire)

Total value saved: \$5,766,700* (this is a 98.2 % save ratio)

(One high value buildings is included)

911 EMS calls are responded to in a 3-tier system of priority:

- Basic Life Support Yellow (non-emergency) ambulance request (2 EMT's) 1 ambulance no lights, no siren.
- Basic Life Support Red (emergency care needed) ambulance and engine request (3 EMT's) lights and sirens.
- Advanced Life Support (critical) ambulance and or rescue request (highest level emergency care available) lights and sirens.

Each 911 call is answered by a specially trained emergency medical dispatcher, who can give vital pre-arrival instructions and better triage each call.

For the period June 14 through August 31, 2019, there were a total of 100 calls generated with Emergency Medical Dispatch and the use of the Priority Dispatch for MCFR.

<u>Number of calls meeting the criteria</u>	<u>Call processing time</u>	<u>Response time</u>	<u>Prior response time and call processing</u>	
(15) ALS: Ambulance and or Rescue	Average 01:14	Average 5:00	Average 2 min	Average 6 min + 2
(51) BLS Red: Ambulance and Engine	Average 01:58	Average 05:24	Average 2 min	Average 6 min + 2
(34) BLS Yellow: Ambulance, no lights	Average 02:14	Average 08:26	Average 2 min	Average 6 min + 2

The numbers show that we are responding to, and dispatching, Advanced Life Support calls faster and more efficiently (almost two minutes faster than before this new system), which will equate to more lives saved and a reduction in mortality and morbidity for our citizens.

(Average number of reduced miles per year on the engine 1,759 less miles traveled)



Out of Town Transfers

Out-of-town transfers are responded to by off-duty staff. Because of this system there are a number of non-emergent transfers out of town that we could not accept. These trips are unable to go for a number of reasons, including:

No off-duty staff available _____	52
No Advanced Life Support (paramedic) available _____	20
Out of Area/State _____	10
Holy Rosary Cancelled transfer or other hospital _____	33
Mechanical _____	3
Weather hazard conditions _____	0
Equipment needed/Scope _____	4
Non-medical _____	1

Total of out of town transfers cancelled (2022) by facility's =33

TRANSFERS OUT-OF-TOWN BY YEAR

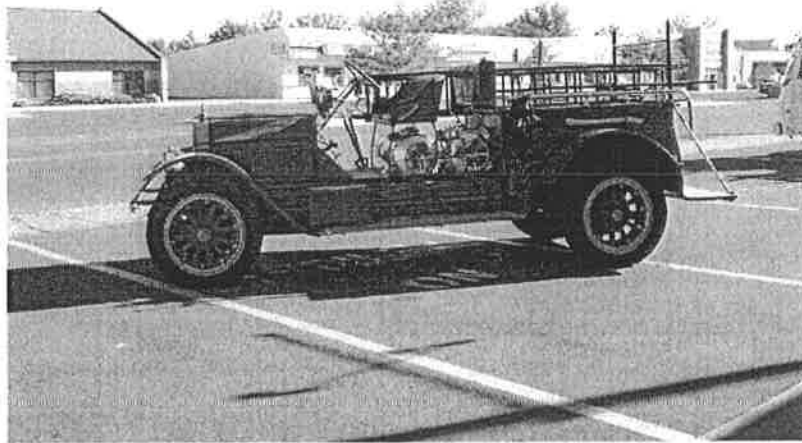
Year	Transfers turned down	Transfers accepted
2022	90	84 + 33 cancelled = 117
2021	123	98
2020	111	100
2019	74	138 (new record)
2018	125	121
2017	96	81
2016	58	63
2015	22*	85
2014	*No data available	124 (previous record per year)

CPR and Cardiac Arrest Data and Outcomes

According to the American Heart Association there are more than 350,000 cardiac arrests outside of hospitals each year in the United States. MCFR responds to a number of out of hospital cardiac arrests each year. Over the last two years MCFR has had a save rate 2 ½ times greater than the national average 10.4% - MCFR save rate (27% in 2021) and (28% in 2022). This success is attributed to the men and women of our department and their commitment to providing the very best in patient care, advanced cardiac life support and CPR. But we can't do it alone, bystander CPR prior to ambulance arrival can help improve chances of survival by as much as 45%.

To get involved and take a CPR course contact MCFR at (406)234-2235

APPARATUS



Apparatus	Year	Mileage/Hours	Acquisition	Issues
Engine 9 pumper (28 years old)	1995	46,883 miles/1,530 hours (increase of 244 miles in 2022) 851 miles in 2021	Free through excess property grant	Corroded internal pump parts from saltwater intake in California, rear main gear box needs to be replaced \$15,000 Planned for 2023/24 budget year
Engine 8 pumper (23 years old)	2000	64,393 miles/6,932 hours (increase of 4,558 miles in 2022) 3,654 in 2021 4,715 in 2020 5,413 in 2019	Purchased used through FEMA grant	Pump-control computer problems, random electrical issues. Engine brake issue
Engine 7 pumper (35 years old)	1988	40,648* miles/5,043 hours (odometer broken) 150 miles estimate*	Purchased new	Illegal open cab seating, needs updated emergency lighting. Need to replace and put to reserve status
Truck 13 (17 years old)	2006	55,520 miles (increase 1,650 miles in 2022) Being put into service in 2023	Purchased used	Training program started
Tower 19 (30 years old)	1993	15,688 miles/4,411 hours Out of service	Purchased used with insurance money after last one was damaged at a fire	Out of Service – Replaced in 2022

Ambulance 26 (12 years old)	2011	139,815 miles (increase of 10,617 miles in 2022) 11,711 in 2021 6,770 in 2020	Purchased as refurbished ambulance	Beginning to have more and more problems from frequent use, replaced cot loading system in 2021
Ambulance 28 (5 years old)	2018	31,717 miles (increase of 8,836 miles in 2022) 7,534 in 2021 7,287 in 2020	Purchased new with a FEMA grant	None
Ambulance 20 (19 years old)	2004	255,043 miles (increase of 2,080 miles in 2022) 1,010 in 2021 504 in 2020	Purchased used as a demo unit	On its second engine and at the end of its life span Past replacement date
Ambulance 30 (5 years old)	2018	118,890 miles (increase of 16,923 miles in 2022) 20,847 miles in 2021 24,445 in 2020	Purchased new with help of a Coal- Board grant	High number of miles due to increased out-of-town transfers Replacement is needed next year
Command 275 (21 years old)	2002	142,658 miles (increase of 6,083 miles in 2022) 7,879 in 2021 3,790 in 2020	Purchased new in 2002	Beginning to have minor mechanical issues Past replacement date
Command 350 (29 years old)	1994	132,904 miles (increase of 47 miles in 2022) 113 in 2021 106 in 2020	Donated as a used vehicle	Has mechanical issues and is not reliable as an emergency response vehicle – taken out of service Past replacement date
Command 293 (19 years old)	2004	Miles 75,710 (increase of 7,616 miles in 2022) 2,892 in 2021 2,655 in 2020	Purchased used from City water department	Has minor issues Need to replace in 3 years
Investigation 467 (20 years old)	2003	95,885 miles (estimate increase for 2022 is 500 miles)	Donated from Helena Fire Department 2021	Has minor issues Need to replace in 5 years
Rescue 1 (16 years old)	2007	141,327 miles (increase of 138 miles in 2022) 151 in 2021 377 in 2020	Purchased used	Needs new front tires next budget year
URV (11 years old)	2012	1,694 miles (increase of 166 miles in 2022) 92 in 2021	Donated	Is in good shape Replacement plan in the next 7 years

		346 in 2020		
Zodiac Raft	Unknown	Out of Service (unsafe)	Purchased by the firefighters with personal money	Need to replace
Tender 23 (40 years old)	1983	Out of Service (unsafe)		Major mechanical issues and water tank will not hold water Applied for FEMA grant to replace (unsuccessful)
DEQ oil spill containment Hazmat Trailer	2012		Donated	None – checked by DEQ in 2022
Special Operations/Hazmat Response Trailer	2007			None
State of Montana EMS/MCI Trailer	2004		Was given to MCFR for regional EMS incidents	Being upgraded by State of Montana EMS bureau
Engine 2 Parade Vehicle American LaFrance Chemical Truck (105 years old)	1918		An apparatus of historical significance to Miles City would be an excellent restoration project and show piece	In need of repair of coolant system and storage/up keep.
Air Trailer	2019		Purchased new from FEMA grant	No issues

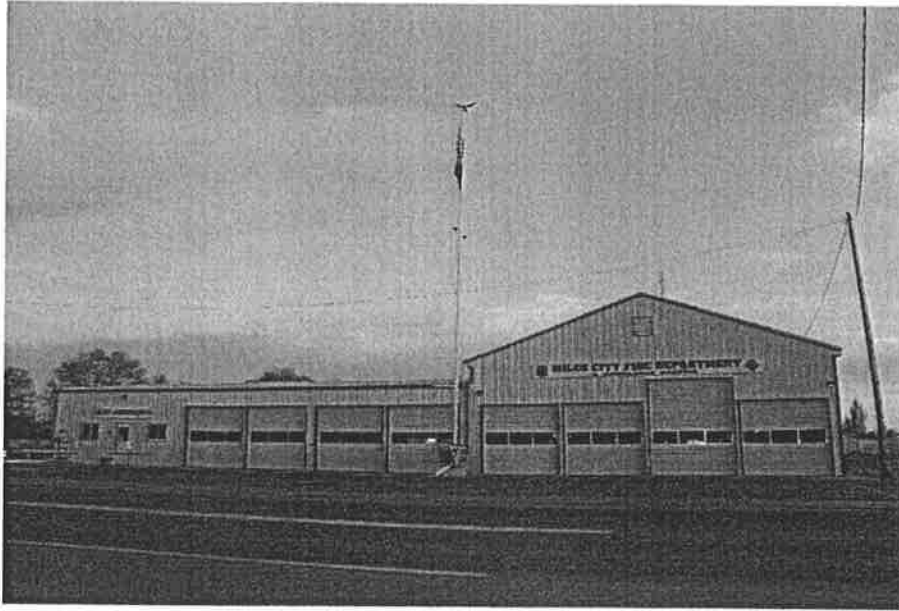
Total miles traveled by MCFR vehicles in the year 2022 = **59,534**, just over 2 times around the earth. Miles traveled does not reflect total fuel used by idle time on scene, fire pump engaged time, vehicle checks, and fire-pump testing program.

2021 = 57,392 total miles

2020 = 52,677 total miles



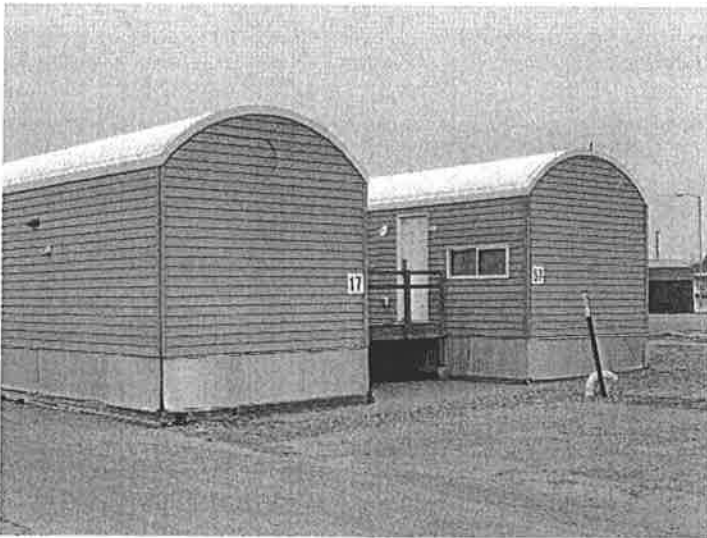
FACILITIES



MCFR Fire Station:

Miles City Fire is located at 2800 Main Street in Miles City and has been at this location since the 1970's. Our current building was originally used as a farm implement building that was built in the 1950's. It was designed to house light weight farm equipment, and never designed to be a fire station or have people living in it. In the 1960's to early 1970's it was used as the Miles Community College Vo-tech. Miles City Fire Rescue moved in to the building as a fire station in the late 1970's and the remodel construction was done by the firefighters themselves. Currently the City is looking at Preliminary Architectural Reports for a new fire station.

Housing Units:



Housing units have been purchased by a grant from TC Energy and current house the firefighters while on duty. The City building inspector and the insurance carrier for the City will not allow the firefighters to live in the damaged portion of the

station. The housing units are a temporary fix and will not sustain daily living for a long term solution. The sewer lines for these housing units are not working and several other issues are starting to arise from long term use. These units are only a temporary fix and will not last.

Fire Training Center:



Our fire training center sits on the property at the fire station. The fire training center was upgraded with a new support beam in the fall on 2019 and has served us well. The current P.A.R. and design of a new fire station will not allow enough room on site for the fire training center and a fire station. We have found an alternative location for the training center, with help from the City Council and the Water Department.

Storage Facilities:

With the damaged station, we have secured a temporary storage for fire trucks in the event of a collapse. The storage location was generously given to the department at a reduced cost. Several pieces of equipment are being stored at the storage facility.

EQUIPMENT

SCBA's

In 2019 MCFR was able to upgrade our Self Contained Breathing Apparatus with the help of an AFG FEMA grant for \$222,000. All 24 SCBA's and extra bottles were replaced with this grant.

Hose



Several sections of old hose were placed out of service in 2022. Some of the hose had been dated back to the 1960's. MCFR is planning on updating our old hose over a period of several years to bring us up to current standards.

Radios



Several handheld radios needed to be upgraded in 2021. We are planning on replacing more of these units in 2023.

Extrication gear

Our auto extrication gear and equipment was upgraded and replaced in 2022. The life span of this replacement is 10 years.

Computers

Several tablets were able to be upgraded and replaced in 2022. We are planning on replacing all of the outdated computers over a three year period.

EMS cots



Several of our EMS cots and mounting systems for the ambulances got replaced in 2020 with a reimbursement program through the State of Montana CARESACT. The outdated equipment was in need of replacement, including an ambulance cot that was over 25 years old. Cots are an important tool we use to lift and move patients safely. An unsafe cot can cause back injuries to employees resulting in costly workers compensation claims.

Website

www.milescityfirerescue.com

Our website was revamped in 2020 and updated. Our new website was designed and managed by Dawn Kanduch and she has done a terrific job with our website.

CALL VOLUME AND BREAKDOWN



Total call volume for year 2022: **1,642**

Total call volume previous year (2021): **1,703**

Difference: **61** less calls in 2022

Total call volume 10 years ago 2012: **1,402**

Difference: **240** more calls a year

May 2021 was the busiest month for emergency calls, with (195) and September being the slowest, with (109) emergency calls. The busiest days of the week are Monday through Thursday, 8 a.m. to 6 p.m.

Breakdown of calls:

1	Search and Rescue
2	Kitchen fires
4	Vehicle fires
4	Contract fires
5	Hazmat responses
6	County Assists
7	Structure fires
10	Investigations
10	Grass fires
26	Event or rodeo standby's
32	Interfacility medical transfers
43	Motor vehicle crashes
50	Inspections
67	Other (Pt assist, false call, education etc.)
69	City fire alarms
74	Public assists, public service, CO checks
84	EMS transports to Billings, MT, or other towns
168	EMS flight team transports
980	911 medical calls
1,642	Total calls

Area breakdown of calls:

227 County EMS response
1,167 City EMS response or transfers
248 Fire related calls

Calls per day breakdown:

1,642 total = 4.49 calls per day 2022
1,703 total = 4.66 calls per day 2021
1,521 total = 4.16 calls per day 2020
1,686 total = 4.61 calls per day 2019
1,592 total = 4.36 calls per day 2018
1,428 total = 3.91 calls per day 2017

10 years ago
1,326 total = 3.63 calls per day 2010

29 to 30 years ago
792 total = 2.16 calls per day 1991

49 to 50 years ago
357 total = 0.97 calls per day 1971

69 to 70 years ago
101 total = 0.27 calls per day 1951

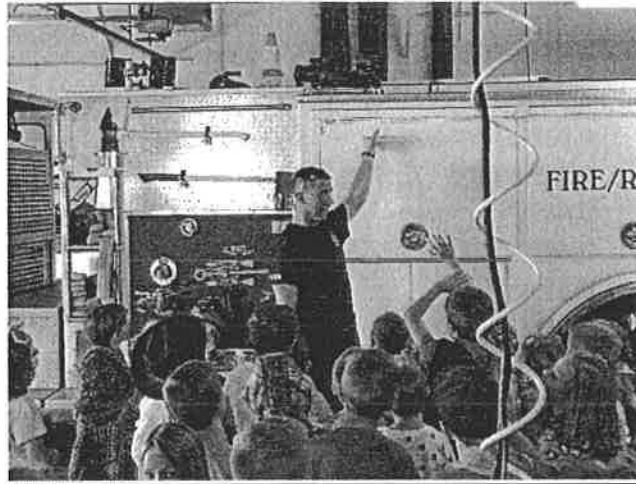
102 years ago
51 total = 0.13 calls per day 1918
Less than 1 call per week

Breakdown of medical incident, complaint to dispatch:

Transfer/Interfacility request	11.84%
Falls	9.90%
Breathing problems	8.38%
Air-medical transfer	7.78%
Motor vehicle crash	6.26%
Weakness/lethargic	5.67%
Psych problem, suicide attempt	4.91%
Lift assist	3.64%
Abdominal pain	3.47%
Chest pain/cardiac	3.13%
General pain	3.13%
Seizure	2.62%
Unresponsive	2.45%
Altered mental status	2.12%
Nausea vomiting	1.86%

Sick person	1.35%
Assault	1.02%
Stroke/CVA	1.02%
Unknown problem/person down	0.93%
Traumatic injury	0.93%
Back pain	0.93%
Overdose	0.93%
Syncope	0.85%
Diabetic	0.68%
Fracture	0.68%
Bleeding	0.51%
Headache	0.51%
Epistaxis	0.51%
Cardiac arrest/death	0.42%
Alcohol withdrawal	0.42%
Medical alarm	0.42%
Hypotension	0.34%
Stab/gunshot wound/penetrating	0.34%
Fever	0.34%
Heart problem	0.34%
Allergic reaction	0.25%
Hemorrhage/laceration	0.25%
Urinary problem	0.25%
Head injury	0.17%
Cardiac dysrhythmia	0.17%
GI Bleed	0.17%
Choking	0.17%
Multiple casualty incident	0.17%
Burn/fire	0.17%
Burn/fire standby pt.	0.17%
Auto vs pedestrian	0.17%
Taser shock	0.17%
Motorcycle collision	0.17%
Heart/cold exposure	0.17%
Medication reaction	0.08%
Chronic illness	0.08%
Possible DOA	0.08%
Eye injury	0.08%
Well person check	0.08%
Cardiac arrest possible DOA	0.08%

INSURANCE SERVICES OFFICE



ISO Insurance rating Public Protection Classification (PPC) for the city of Miles City remains at a 4, which is categorized on a scale of 1 to 10 with one being the best. The rating helps lower commercial and residential insurance premiums.

<u>PPC</u>	<u>Points</u>
1	90.00 or more
2	80.00 to 89.99
3	70.00 to 79.99
4	60.00 to 69.99
5	50.00 to 59.99
6	40.00 to 49.99
7	30.00 to 39.99
8	20.00 to 29.99
9	10.00 to 19.99
10	00.00 to 9.99

MCFR rating is **68.16** out of 105.5 total possible points (we are only 1.84 points away from a PPC of 3)

Miles City is set to be re-evaluated on our PPC/ISO score again in 2025, we can make some small adjustments and add some important pieces to score a 3 or better.

ISO collects information on municipal fire-protection efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data using our Fire Suppression Rating Schedule (FSRS). We then assign a Public Protection Classification from 1 to 10. Class 1 generally represents superior property fire protection, and Class 10 indicates that the area's fire-suppression program doesn't meet ISO's minimum criteria.

Data collected and analysis

Emergency Communications 10% of total score

Fire Department 50% of total score

Water Supply System 40% of total score

For the Fire Department 50% score is based on:

<i>Engine Companies up to 6 points</i>	<i>MCFR score 4.5</i>
<i>Reserve Pumper up to 0.5 points</i>	<i>MCFR score 0</i>
<i>Pump Capacity up to 3 points</i>	<i>MCFR score 3</i>
<i>Ladder Truck up to 4 points</i>	<i>MCFR score 3.86</i>
<i>Reserve Ladder Truck up to 0.5</i>	<i>MCFR score 0</i>
<i>Deployment Analysis up to 10 points</i>	<i>MCFR score 6.70</i>
<i>Company Personnel up to 15 points</i>	<i>MCFR score 4.55</i>
<i>Training up to 9 points</i>	<i>MCFR score 4.27</i>
<i>Operational Considerations up to 2 points</i>	<i>MCFR score 2</i>

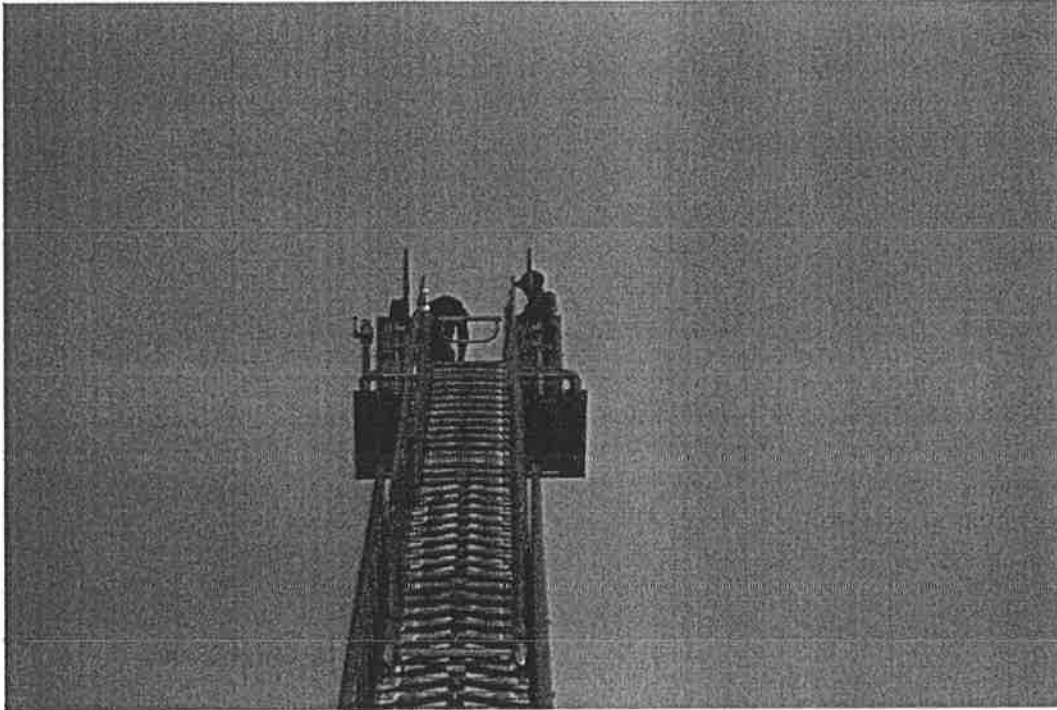
In addition to running emergency calls:

All Fire hose tested and maintained, fire engine pumps tested and maintained, all ladders tested and maintained. SCBA's and compressors are tested and maintained. Firefighters and EMS staff also participate in a continuous training program throughout the year. In 2022, 1,147 vehicle preventative maintenance checks performed, 72 burn permits issued, over 500 water towers filled.



(Miles City Firefighters delivering Toys for Tots)

CHALLENGES AND GOALS FOR 2023



- Staffing for out of town transfers will continue to be a major challenge for MCFR in 2023.
- Continued uninterrupted response from our station will also be a major challenge.
- Continue to search out and apply for grants for personnel and equipment.
- Increase our Cardiac Arrest survival rate.
- Our department technical rescue training will continue.
- Continue to work towards Advanced Life Support/Paramedic 24/7 response.
- Review and update Working Rules, Position Descriptions, and Policies.
- Review and update practices for improvement of ISO rating.
- Work together for better out comes for our citizens.

Clerk Staff Report

Jan. 5-Feb. 10, 2023

- Public Requests: 4
- Fraud Alerts: 2
- Audit February 6th
- 23-24 Property Renewals
- Obtaining Signatures/Filing Contracts for Agreements
- 2023 Certified Local Government (CLG) Grant Application is due February 15th. (must be signed by historical commission and local officials) There is currently not a SHPO.
- NLCT Local Infrastructure Hub Grant Boot Camp. Mary is signed up. January-April. (grant writing workshop)
- Awarding Printing Contract.
- Preparing TBID District Resolution
- A/R Billing & Reconciliation
- Typing Minutes from Previous Meetings
- Reviewing PC list for Outdated Equipment
- Maintain Conference Room Scheduling
- City Website updates
- Public Information, Press Releases, and posts on Social Media (Highest Viewed Post to date in December. 6,198 people to date saw post about Ice Rink)
- Tracking Grants
- Notice all upcoming meetings
- Updating City Policy Book
- January Claims

Staff Report for Public Works & Parks Departments

1. Primary focus of current work underway throughout the city and challenges related to it. Snow removal, cutting ice along curbs, and valley gutters, sanding, ice rink, and mechanics are repairing equipment and servicing trucks, police and fire equipment.
2. Stockman Bank is willing to contribute \$3,500 to the Splash Pad fence and ask the community to match that amount. Stockman Bank will publish a press release with the information about the donation and match. Installation of the fence will begin as soon as the ground thaws this spring.

2. Status of all contracted work underway throughout the city and challenges related to it. 59 North Project in 2024. Tongue River Slough project anticipation date is likely 2024-2025 with preliminary design anticipated being complete late summer or fall of 2023.

3. Status of projects in the planning phase. Highway 59 North is in the engineering and design phase with Interstate Engineering and MDOT. The Tongue River Slough project is with KJ and in the design and engineering stage. The Montana Transportation Plan grant will open January 23rd, 2023. The city has contracted with Interstate Engineering, who put the Transportation plan together in 2015-2016. Interstate Engineering has submitted a task order to the Finance Committee and Council to approve. Several sidewalk projects have been identified for this grant in Maintenance #204, in the Highland Parks School area was identified, and Maintenance District # 205 was identified in Garfield School area in. The state pays 86.58% of the project and the city's match would be 13.42%. Typical sidewalk infill projects run around \$100,000 to \$200,000. Applications are due in April with projects being awarded in fall of 2023. If awarded this grant, project will be designed by MDOT in 2024 and construction would take place in 2025 or 2026.

I have proposed a new design and alignment for the Florence Stacy Fountain on the north side of Wibaux Park along S. Stacy St. and Wibaux Park road at the next Public Service Committee on January 31st. This would enable S. Stacy St. to be extended south into the park by 10-20 feet and allow the fountain to be engineered, designed and built using Maintenance District #204 funding for the project instead of the general fund.

4. Information about State, County and utilities projects throughout the city. MDU will start year #2 of its gas line repairs in the spring focusing on the downtown area.

5. Budget variations exceeding current budgeted ceilings, including overtime expenditures. No budget variations at this time and the Streets and Parks are under 50% budget for overtime expenditures at this time.

6. Major equipment purchases anticipated in the next 6 months. Tandem dump truck that went out to bid a year ago, was budgeted for and approved by Finance and Council. This truck has been on backorder for a year and is anticipated to be delivered soon.

7. Performance improvement measures primarily selected by the officer but including the # of overtime hours paid the last calendar month preceding the date of the report. Our departments goal is to be safe and efficient operators and perform the task that arise. The # of hours for overtime the month of a January is 4.9 hours. The city crews can't anticipate snow removal or sanding of intersections per month or how many storms we may anticipate this winter.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
 1616 CAPITOL AVENUE
 OMAHA NE 68102-4901

February 1, 2023

Planning, Programs and Project Management

Samantha Malenovsky, City Floodplain Administrator
 City of Miles City
 PO Box 910, 17 S 8th
 Miles City, MT 59301

Dear Ms. Malenovsky,

We have received and reviewed the invoices and documentation submitted to the Corps of Engineers for work performed by Miles City and related expenses incurred to the Tongue River Section 205 Flood Risk Feasibility Study for the period through December 2022. Of the \$5,821.08 of work in-kind submitted, \$5,821.08 has been allowed for work performed from Jan 2021 thru December 2022.

Table 1. Claimed and Approved Credits

Time Frame	Description	Work In-Kind Approved
Aug 2017 – Dec 2021	Prior amount approved	\$143,994.43
Jan 2021 – Dec 2022	KLJ invoices for Government Relations, Public Involvement and Program Management Services	\$5,821.08
Total:		\$149,815.51

2022 yr.

In accordance with the Feasibility Cost Share Agreement (FCSA) executed between the Department of the Army and Miles City, Montana on March 24, 2017 for the Miles City, Montana Section 205 Feasibility Study, the estimated total study cost of the project is \$2,347,622. A breakdown of the total costs allocated to the project purposes and the sponsor's share is shown in Table 2.

Table 2. Project Cost Share (summarized from FCSEA)

Project Purpose	Total Cost	Federal Share	Non-Federal Sponsor's Share		
			Total	In-Kind	Cash
Feasibility Study	\$2,347,622	\$1,173,811	\$1,173,811	\$320,045	\$853,766

To date, the non-Federal contribution for Miles City equals \$399,815.51 of which total in-kind credits amount to \$149,815.51 and cash contributions amount to \$250,000. If you have any questions, please contact Mr. Christopher Fassero, Project Manager at (402) 995-2679 or Ms. Amy Schmidt, Program Analyst at (402) 680-8799.

Total WIK approved for 205 project. \$149,815.51

Sincerely,

Drew D. Minert

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Drew D. Minert
 Chief, Planning Branch

Public Utilities Staff Report
February 14, 2023

Current work:

Utilities Crew – Performed 17 Locates. Vehicle and equipment maintenance continues as time allows. Cleaned the wet wells at the Montana and Haynes Lift Stations. Performed all weekly and monthly sewer inspections. Attended 811 call before you dig training. Repacked and leveled water break cuts. Repaired sewer barrel at 1302 N. Merriam. Water break repair at Yellowstone and 7TH St. Replaced 2 curbstops and responded to 7 sewer calls. The temperature are rising and the frost is coming out of the ground.

Water Treatment Plant – Repairs continue on #1 clarifier basin in addition to the normal operation and maintenance tasks. We have hired 2 new employees and both have started and one person off for injury.

WWTP – Normal operations and maintenance at the plant and lift stations. Limited staff at the plant to help cover at WTP while new employees are being trained. Working on discharge permit renewal.

Water Office – Normal duties. The new server has been delivered. Once it is set up we will begin the installation/training and transition to the new billing software.

Contract Work:

None at this time

Current Projects:

N 7th Street – Our portion of design complete with the exception of changes required to adjust to MDOT requirements as they finish their design. Bid fall of 2023, construction summer of 2024.

N. Haynes Sewer – DEQ has approved the plans. Project went out to bid on Jan 23, bid openings at council meeting Feb 14. Anticipate construction summer of 2023.

WWTP Generator Replacement – Bid package complete, will go to bid this spring for installation this summer.

Fill Station – Working with the County and DNRC for placement at Horseman’s Park across from the Fairgrounds. DNRC is working on installing water and sewer lines to their new building this summer.

Projects (2-5 yrs) Preliminary Planning Phase:

Darling Addition Phase IV and V – Will take place after the N 7th project if funding available.

North Montana Sewer Line – Working with SEMDC for funding through EDA

Tongue River Force Main – Was part of previous project. Will most likely get split out and become a project on its own in order to reduce the size of the proposed EDA project.

Storage Tank Painting – The Southgate and Riverside Park Storage Tanks will require inspection and painting. No issues with the Riverside Park Tank. Trying to figure out how to pressurize the Southgate system without a tank as the tank will be out of service for approximately a month.

Soil Stabilization/Erosion repair on east side of Southgate Tank Hill – Tentatively planning to discuss task on site with contractors this summer to determine best way to proceed.

WTP Intake replacement – PER complete. Looking for funding. This will be approximately 5-6 million dollar project.

Major Equipment Purchases Next 6 months:

New sewer Jetter Truck that went out to bid last year should be delivered in May or June.

New Dump Truck that went to bid last year should be delivered in February/March. These funds for these items are included in the current fiscal year budget.

Overtime Hours:

December – WWTP/WTP 37.4 hrs

Utilities 125.6 hrs

The overtime hrs at the plants is due to staff shortages.

The Utilities crew overtime is typical for this time of year.

Human Resource Committee Recommendation

HR Committee Recommendation to City Council RE: Planning Assistant Duties & Compensation

Approved by Committee Jan 19, 2023

- Problem:** resignation of Planner-in-Training FY 2022.
- 3 other staff members have taken on parts of those duties to 'cover the bases' while recruiting attempts made.
 - No success in recruiting new Planning Assistant to date.
 - Staff members performing those duties have not been compensated for that work to date.
 - The work needs to continue to be done until either a) new Planning Assistant is recruited, or, b) City develops and enters into an Interlocal Agreement w/ Custer County to share a certified Planner.

Recommendations from HR Committee

- Continue to recruit for a City Planning Assistant, 0.5 FTEE position.
- Work with Custer County Commissioners to explore the feasibility of an Interlocal Agreement, to be implemented in FY 2024 if possible.
- Compensate the 3 staff members performing the Planning Assistant duties since the beginning of FY 2023 July 1, 2022 through Dec 2022 (City Clerk, Public Works Director, Floodplain Administrator) at an equally-shared portion of the total monthly wage allotted for the Planner-in-Training position on the FY '22-23 Wage Scale Matrix approved by the Council, Aug 2022.
- Enter into an Employment Contract with the Public Works Director and Floodplain Administrator to continue performing Planning Assistant Duties, including lease management, for the period Jan 1, 2023-June 30, 2023. Compensate these 2 staff members at an equally-shared portion of the total monthly wage allotted for the position on the FY '22-23 Wage Scale Matrix approved by the Council, Aug 2022.
- Include in the contract the ability to extend the Contract as needed to enact a permanent resolution for staffing these duties.

Compensation Calculations

- 1. For Period July 1, 2022 – Jan 31, 2023: 1 Lump-Sum Payment to each of 3 staff members performing Planning Asst duties**

a. FY 2023 wages	2521 per month
b. Divide x # staff (3)	840.33 /month/worker
c. Multiply by # months worker performed Planning duties (6)	5042 /month
d. Total wage compensation, first 7 months of this FY, 3 workers	15,126 6 mo, 3 workers
e. Plus additional wage-related costs for benefits paid by City	
- 2. For Period Feb 1, 202 – June 1, 2023: Under Employment Contract; 2 staff members performing Planning Asst duties**

a. FY 2023 wages	2521 per month
b. Divide x # staff (2)	1260.50 /month/worker
c. Multiply by # months each worker performing Planning duties	7563 /worker for 6 months
d. Total wage compensation, last 5 months of this FY, 2 workers	15126 6 mo, 2 workers
e. Plus additional wage-related costs for benefits paid by City	

New Business



CITY OF MILES CITY

Agenda Item #4494
Council Meeting Date: February 14, 2022
Council Agenda Report

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

From: John Hollowell, Mayor

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

Presented By: John Hollowell, Mayor

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

Suggested Motion:

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

Staff Recommendation:

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

Background:

The current Collective Bargaining Agreement (CBA) with the Miles City Police and Dispatch Officers expired on June 30, 2022 (prior contract term was July 1, 2021 through June 30, 2022). The Mayor and Local 283B conferred on February 8, 2023 and came to terms with the proposed agreement.

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

Summary of Changes

Agreement Term: 1 Year – July 1, 2022 – June 30, 2023

Changes from the previous agreement include:

Article 3, Section E, Uses of Conference Room – Strike "Officer's Room/Locker Room or the EOC" insert "MCPD Break Room or Conference Room at City Hall."

Article 5, Section C, subsection 5 -Add "By mutual agreement in writing and initialed, the City may implement ..."

Article 7, Section B, subsection 6 -Add "Any vacation granted during the Annual Bid Process cannot be bumped later by seniority."

Article 12, Subsection E – Add "Employees may request half of the uniform allowance immediately upon hire. If an employee elects this option, the City may withhold and retain a prorated amount of the advanced uniform allowance from the employee's final paycheck."

Article 13, Section A – Change Industrial Insurance to "Worker's Compensation Insurance".

Changes to Addendum A – Wages:

Revise Wage Matrices to reflect a 4.7% COLA increase for fiscal year 22-23.

Increase Dispatch starting wage to \$20 per hour. Increase proposed to aid in the recruitment and retention of dispatchers.

Increase Longevity pay in years of service 10-20 years from .5% to 1%.

Addendum "A" Section A, Subsection 2 Longevity: Change ... "120th month" to "241st month" ...
Delete last sentence of subsection.

Addendum "A" Section B Subsection 4 Longevity: Change ... "tenth year" to "twentieth year" ...
Delete last sentence of subsection.

Addendum "A" Section B, Item 10 - Add Dispatch Stipends for additional duties: TAC 1 \$1.00/hour, TAC 2 \$0.75/hour, TAC 3 (or further as assigned by management) \$0.35/hour, PIO \$0.25/hour and Muckers \$0.25/hour.

Addendum "A" Section B, Item 11 – Added "Field Training Officer (FTO): \$1.00 per hour for training hours as assigned by management for the training of a probationary Dispatcher."

Addendum "A" Section C, Item 1. – Added:

- c. *Animal Control 1 \$25.00 each month
- d. *Animal Control 2 \$50.00 each month

*Animal Control certification is received through a nationally accredited animal control training program, approved by the Chief of Police.

Alternatives:

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

HR Committee Recommendation to City Council RE: Planning Assistant Duties & Compensation

Approved by Committee Jan 19, 2023

- Problem:** resignation of Planner-in-Training FY 2022.
- 3 other staff members have taken on parts of those duties to 'cover the bases' while recruiting attempts made.
 - No success in recruiting new Planning Assistant to date.
 - Staff members performing those duties have not been compensated for that work to date.
 - The work needs to continue to be done until either a) new Planning Assistant is recruited, or, b) City develops and enters into an Interlocal Agreement w/ Custer County to share a certified Planner.

Recommendations from HR Committee

- Continue to recruit for a City Planning Assistant, 0.5 FTEE position.
- Work with Custer County Commissioners to explore the feasibility of an Interlocal Agreement, to be implemented in FY 2024 if possible.
- Compensate the 3 staff members performing the Planning Assistant duties since the beginning of FY 2023 July 1, 2022 through Dec 2022 (City Clerk, Public Works Director, Floodplain Administrator) at an equally-shared portion of the total monthly wage allotted for the Planner-in-Training position on the FY '22-23 Wage Scale Matrix approved by the Council, Aug 2022.
- Enter into an Employment Contract with the Public Works Director and Floodplain Administrator to continue performing Planning Assistant Duties, including lease management, for the period Jan 1, 2023-June 30, 2023. Compensate these 2 staff members at an equally-shared portion of the total monthly wage allotted for the position on the FY '22-23 Wage Scale Matrix approved by the Council, Aug 2022.
- Include in the contract the ability to extend the Contract as needed to enact a permanent resolution for staffing these duties.

Compensation Calculations

1. For Period July 1, 2022 – Jan 31, 2023: 1 Lump-Sum Payment to each of 3 staff members performing Planning Asst duties

- | | |
|---|-------------------------------|
| a. FY 2023 wages | 2521 per month |
| b. Divide x # staff (3) | 840.33 /month/worker |
| c. Multiply by # months worker performed Planning duties (6) | 5042 /month |
| d. Total wage compensation, first 7 months of this FY, 3 workers | 15,126 6 mo, 3 workers |
| e. Plus additional wage-related costs for benefits paid by City | |

2. For Period Feb 1, 202 – June 1, 2023: Under Employment Contract; 2 staff members performing Planning Asst duties

- | | |
|--|------------------------------|
| a. FY 2023 wages | 2521 per month |
| b. Divide x # staff (2) | 1260.50 /month/worker |
| c. Multiply by # months each worker performing Planning duties | 7563 /worker for 6 months |
| d. Total wage compensation, last 5 months of this FY, 2 workers | 15126 6 mo, 2 workers |
| e. Plus additional wage-related costs for benefits paid by City | |

RESOLUTION NO. 4494

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

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

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

1. The Collective Bargaining Agreement between the City of Miles City and the Local 283-B, attached hereto as Exhibit “A” and made a part hereof, is hereby approved and adopted by the City Council of the City of Miles City.

2. The Mayor of the City of Miles City is hereby authorized and empowered to execute the same, and to bind the City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14th DAY OF FEBRUARY, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

**COLLECTIVE BARGAINING
AGREEMENT**

between

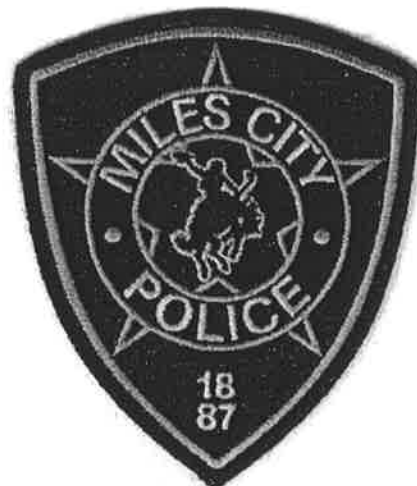
CITY OF MILES CITY

and

MILES CITY POLICE DEPARTMENT

AFSCME LOCAL No. 283-B

July 1, 2022 through June 30, 2023



ARTICLE 1 – RECOGNITION

A. Recognition of Exclusive Representative:

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

B. Union Leave and Communications:

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

ARTICLE 2 - CITY RIGHTS

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

found to be in conflict with said MCA, then the MCA will control.

ARTICLE 3 - UNION SECURITY, RIGHTS AND PROHIBITIONS

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

- A. **New Employee Orientation:** The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall be provided with the name of the employee and his/her duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the union.
- B. **Statutory Rights/Inquiries:** The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-32-201, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.
- C. **Religious Exemption:** Employees wishing to exercise their rights of non-association with the Union on religious grounds shall do so pursuant to the provisions of 39-31-204, MCA
- D. **Union Negotiations:** It is recognized that employees representing the Union for the purpose of negotiations are acting on behalf of the Union and its members and not in their capacity as employees of the City.
- E. **Use of Conference Room:** The Union shall be allowed to use the Miles City Police Department Break or Conference Room at City Hall for one meeting per month. Such meeting shall be scheduled when the facility is available and so as not to interfere with the operations of the City. All on-duty employees shall be allowed to attend said meeting, but shall be on call during such meeting.
- F. **Union Visitation:** With the exceptions of the above monthly meeting, the authorized representatives of the Union shall not visit the work area of the employees and shall not confer with employees on employment-related or Union related matters while such employees are on duty, unless prior authorization from the Chief of Police or his/her designee, has been obtained. Union representatives may confer with on duty employees outside of the work area and police vehicles during such employee's coffee breaks or meal breaks. An employee has the right to request Union representation when the City interviews an employee and when the employee has reason to believe that the information gained may be used against him or her. The exercise of this right shall be governed by Weingarten and its progeny.
- G. **Janitorial Duties:** Except in case of an emergency and as an element of a light duty assignment, employees shall not be required to perform janitorial duties.
- H. **Transcriptions:** Unless in cases of emergency, dispatch employees shall not be required to perform transcriptions of interviews or any other audio/video interviews or statements, except for telephonic search warrant transcriptions that are required by 46-5-222 MCA.

ARTICLE 4 - PROHIBITED PRACTICES

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

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

- B. **Police Officers:**

- 1. *Work Day:*

- a. Except for emergencies and special assignments including School Resource Officer, Animal Control, and Drug Task Force assignment, the regular work days and shifts for Police Officers shall be mutually agreed upon and defined in a Memorandum of Understanding between the City and the Union.

For the purpose of shift differential, shifts are defined as:

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

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

- b. *Bidding:* Shifts for the following year will be bid on no later than November 30th. Shifts will be bid by seniority. Two Officers shall be assigned and work on each shift. Patrol Officer positions exclude Officers in special assignments and Administrators. To cover a shift shorted by the absence of an Officer in a short notice situation, the City may temporarily move an Officer to cover that shift. Short notice situation is defined as sick time coverage or emergency call out. Officers will not be made to work a different shift other than what they bid on, in long

term circumstances. Long term shall be defined as more than one week. If overtime is required to cover a shorted shift, to the extent practical the most senior Officer shall be given the right of first refusal. Sergeants will schedule Patrol Officers.

- c. Unless duty intervenes, Officers may take a 30 minute rest break and a 30 minute meal break, as scheduled by the City.
2. *Work Week:* The work week shall begin each Sunday at 12:01 a.m., and shall continue for seven consecutive days. Officers shall normally work four-consecutive days, followed by three-consecutive days off. The City will establish a workweek for each Officer. Each Officer's workweek will consist of four consecutive shifts, all shifts will be consistent with guidelines of Article 5 Section B, Subsection 1a. All four shifts will be the same for each officer.

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

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

C. Dispatchers:

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

Day Shift:	7:00 a.m. to 7:00 p.m.
Night Shift:	7:00 p.m. to 7:00 a.m.
Mid Shift :	11:00 a.m. to 9:00 p.m.
2. Shifts will be bid by seniority every 3 months.
3. The shifts will consist of the following:
 - a. Day Shift 1/Night Shift 1
 - i. Week 1 & 3: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday.
 - ii. Week 2 & 4: (3) twelve hour shifts on Sunday, Wednesday and Thursday
 - b. Day Shift 2/Night Shift 2
 - i. Week 1 & 3: (3) twelve hour shifts on Sunday, Wednesday and Thursday
 - ii. Week 2 & 4: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday
 - c. Mid-Shift (overlap): Monday – Thursday (10) hour shifts 11:00 a.m. – 9:00 p.m.
4. If a vacancy were to occur during a rotation, shift bidding by seniority would need to take place to

cover the vacancy for the remainder of the quarter.

5. *Other Schedules:* By mutual agreement in writing and initialed, the City may implement alternate work schedules for Dispatchers.

D. Civilian Employees:

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

E. Overtime:

1. *Computation:*
 - a. *Police Officers:* All hours that an Officer works over 40 in any work week, shall be considered overtime.
 - b. *Dispatchers:* All hours that a Dispatcher works over 40 in any work week, shall be considered overtime.
 - c. *Civilian Employees:* All hours that a civilian employee works over 40 in any workweek, shall be considered overtime.
 - d. Paid leaves shall be considered time worked for the purpose of calculating overtime.
2. *Authorization:* Except in cases of an emergency, all work which puts an employee in an overtime status shall be specifically approved by the Chief, Captain, Lieutenant, Sergeant, Shift Commander or Dispatch Supervisor in advance. Otherwise, an employee may be subject to the provisions of the discipline and discharge provisions of this Agreement.
3. *Meetings:* With the exception of firearms training, all mandatory meetings shall be appropriately compensated and at the statutory overtime rate if such puts an employee in to overtime status.
4. *Compensatory Time:* Prior to the end of each pay period, each employee shall designate on their time sheets if they elect overtime to be paid or credited to compensatory time for that particular pay period. Absent such an election, all overtime shall be paid.
 - a. *Compensatory Time Bank:* Police Officers may maintain a total of not more than 120 hours of compensatory time at any given time, and all other employees may carry no more than 120 hours of compensatory time at any given time.
 - b. *Compensatory Rate:* One hour of what would otherwise be overtime will be credited as one and on-half hours of compensatory time.
 - c. *Compensatory Use:* Employees may use compensatory time credits with the

advance permission of the City, which use may be denied if the employee's absence would create an undue burden.

- d. An employee may carry any or all compensatory time credits until the time he/she separates from the City, at which time all compensatory time hours shall be cashed out at the employee's rate of pay at the time of separation. The City may credit to compensatory time any time which would otherwise be overtime when such time is earned as a result of training.

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

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

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

ARTICLE 6 – SALARIES

- A. **Wage/Salary Schedule:** Compensation to be paid by the City to the employees in the bargaining unit during the period of this Agreement, subject to the expressed provisions of Article 17 of this Agreement, are set forth in Addendum "A" attached hereto and by reference made part of this Agreement. The City agrees to deduct the following items from the paycheck of each employee:
 - a. Federal Income Tax
 - b. State Income Tax
 - c. Union Dues
 - d. Savings Bonds, Credit Union Deductions, etc. (optional by each employee)
 - e. Police Pension
 - f. Health Insurance
- B. **Shift Supervisors:** When a shift is assigned two or more Officers, one shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.
- C. **Sole Officer:** When an Officer under the rank of Sergeant works as the sole line Officer, he/she shall be compensated the difference between his/her regular pay and what he/she would have been paid if he/she had attained the rank of Sergeant.
- D. **Pay Periods:** When agreed by all other bargaining units, the City may change the pay periods to begin at 12:00 midnight on a Friday and ending two calendar weeks later. Except in the case of an emergency, pay checks covering such period shall be issued not later than the Wednesday following each pay period.

ARTICLE 7 - LEAVES OF ABSENCE

A. Sick Leave:

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

B. Annual Vacation:

1. Vacation shall be accrued in accordance with Sections 2-18-611 through Section 2-18-617, MCA
2. Vacations shall be arranged or be caused to be arranged in accordance with Montana Codes Annotated 2-18-616. Vacation time of employees not covered by this Agreement shall not affect this schedule.
3. Vacation time may be taken on a split-vacation basis. If the City approves a split vacation for a senior employee, no employee holding less seniority shall suffer the loss of his/her first choice because of the second half of the senior employee's vacation choice.

4. Vacations must be approved by the Chief of Police considering the necessity to maintain sufficient workers in the Department to meet the needs of the public.
5. Vacation bidding for Police Officers for the following calendar year will begin as soon as shift bidding for the year has been completed as stated in Article 5, Section b of this agreement. Vacation will be bid in rounds by seniority.
6. Vacations for dispatchers shall be arranged by the Dispatch Supervisor in accordance with Article 7, Section B, subsections 1-2 of this agreement. Any conflict in vacation requests shall be resolved by seniority. Any vacation granted during the Annual Bid Process cannot be bumped later by seniority.
7. Vacations for all other employees, not covered in Subsection 5-6 shall be determined by the Chief of Police in accordance with Article 7, Section B, subsection 1-3 of this agreement.

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

D. Medical Leave:

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

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

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

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

H. **Personal Leave:** The City will grant requests for annual leave when the expressed purpose is to take care of personal business when such requests are made at least five calendar days in advance except in cases of an emergency. Use of such leave shall be limited to one person per shift and unless the grant would create an undue burden on the Department. The grant of this leave shall not affect an already established annual leave schedule of another employee.

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

ARTICLE 8 – HOLIDAYS

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

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

The Montana Legislature may establish other holidays.

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

ARTICLE 9 - PHYSICAL FITNESS TESTING

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

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

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

C. **Physical Fitness Standards:**

1. *Physical Fitness Standards Established:* The physical fitness standards for initial hiring purposes shall be that used by the Montana Law Enforcement Academy, and for the purposes of annual testing the standard shall be the Montana Physical Abilities Test (MPAT) as posted by the City.
2. *Assessments:* Each Police Officer (including Sergeants), may during the year complete the MPAT at a sanctioned MPAT event. Police Officers will be entitled to a once per year comp time bonus based off of the below chart:

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

ARTICLE 10 - SCHOOLS AND PISTOL QUALIFICATIONS

A. **Pistol Qualifications:**

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

B. **Schools and other trainings:**

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

C. **CPR Certification:**

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

expires, he/she will be given 30 days to renew the certification.

ARTICLE 11 – PERFORMANCE EVALUATIONS

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

ARTICLE 12 - EMPLOYEE FRINGE BENEFITS

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

1. The City shall provide the same insurance to respective employees of the Police Department as is provided to other employees employed by the City.

2. Health Insurance:

a. City's Contribution: The City will contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.

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

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

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

E. **Uniform Allowance:** There shall be paid on September 15 and March 15 each year, the following clothing allotment to each employee who wears a uniform in the conduct of his/her duties. Employees may request half of the uniform allowance immediately upon hire. If an employee elects this option, the City may withhold and retain a prorated amount of the advance uniform allowance from the employee's final paycheck.

Patrol, Sergeant & Animal Warden:\$360.00

Dispatcher \$125.00

ARTICLE 13 - HEALTH AND SAFETY

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

- B. **Employee Losses:** When loss or damage is caused as a result of employment, the City will provide just compensation for destruction of uniforms, personal prosthetic devices, and management approved, required items upon the incident having been reported to the employee's immediate supervisor prior to the end of the shift during which the incident occurred and a claim being made to the City within 72 hours of the incident, and providing that such loss or damage was not due to the negligence of the employee.
- C. **Employee Injuries:** An employee injured in the line of duty may request investigation by the Worker's Compensation Division of the circumstances of the injury.
- D. **Bullet Proof Vests:** The Department will provide Police Officers bullet proof vests which are in accordance to underwriter recommendations. Each Police Officer will be required to wear the vest at all times while on patrol duty.

ARTICLE 14 - NEW POSITIONS & PROMOTIONS

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

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

B. Promotional Procedure:

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

1.	Structure Interview	20 pts
2.	Experience (1 year prior law enforcement = 2 pts)	20 pts
3.	Seniority within Department (1 year = 1 pt max 5 pts)	5 pts

4.	Evaluations	20 pts
5.	Secondary Education (Associates 2pts, Bachelor 4pts, Masters 6pts)	6 pts
6.	Assumption of additional duties for the Department on and/or off duty	3 pts
7.	Post Certificates (Intermediate 2pts, Advanced 4pts, Supervisory 6pts)	6 pts
8.	Written Examination	20 pts
Total		100 pts

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

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

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

ARTICLE 15 -SENIORITY, LAYOFF AND RECALL

A. Seniority:

1. Definitions:

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

2. *Seniority Roster:* The City shall, on or about January 1 of each year, post a seniority roster showing

the seniority date for each employee. An employee who disagrees with the information posted may file a grievance. The resolution of or failure to file a grievance shall establish the information as valid from that point forward and in subsequent postings.

3. *Seniority Credits:*

- a. **Continuing Accumulation:** An employee shall continue to accrue seniority when on leaves with pay, military leave, and authorized leaves of absence without pay not in excess of 15 calendar days. An employee, who returns to the bargaining unit from a promotion within the Department, shall be deemed to have accumulated additional seniority during such promotion.
 - b. **Status Quo:** An employee shall not accumulate, but shall not lose, already accumulated seniority credits when he/she is absent on an authorized leave of absence for in excess of 15 calendar days, is on layoff status, or is transferred out of the Department but still employed by the City.
 - c. **Loss of Credits:** An employee's seniority credits shall be lost when he/she is terminated or resigns. Seniority credits shall also be lost when an employee is on layoff status for in excess of two calendar years from the date layoff began. Members that have left the Department or promoted out of the Collective Bargaining Unit, but have regained employment at a later date, shall request their longevity to be recognized by the union. It will only be granted through a Union majority vote.
- B. **Layoff:** In the event the City decides to reduce the number of employees within any classification, it shall lay off the employee within that classification who has the least seniority. Except in the case of an emergency, the City will give an employee subject to layoff a minimum of 21 calendar days advance notice.
- C. **Recall:** When there is an open position within the bargaining unit, the most senior individual on layoff status who has actually been employed in the open position shall be recalled, unless that employee was removed by the City for performance reasons, in which case the next senior employee shall be recalled. The City shall issue a recall notice by certified, return receipt letter to the employee's last-known address. The recalled employee will, not later than 10 calendar days from the mailing of the notice by the City, notify the City in writing of his/her intent to return to work. Should the recalled employee fail to issue such notification, or should the employee fail to return to work at the time specified by the City, the employee shall be deemed to have resigned his/her position. In the event an individual was placed on layoff from a full-time position, he/she may decline recall to a part-time position without being deemed to have resigned or losing his/her rights to recall except as specified in A(3)(c), above.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

- A. **Supervisory Authority:** In accordance with Title 7, Chapter 32, Part 4103, MCA the Mayor, or the Chief of Police with the concurrence of the Mayor, shall have the power in all cases to suspend an employee for disciplinary purposes, with or without pay, and to otherwise discipline or discharge employees.
- B. **Investigatory Suspension:** When employees are suspended during investigations, such shall be deemed a reassignment of duties with pay.
- C. **Appeal:** Should a non-probationary employee believe that he/she has been disciplined or discharged for other than good cause per 39-31-303(5), MCA, he/she may appeal such action under the time lines and in accordance with the rules and procedures of the contractual grievance/arbitration procedure contained

herein. Police Officers may opt instead to appeal to the Miles City Police Commission and seek judicial review under the provisions of 7-32-4164, MCA, but the initiation of one of these appeal processes shall be deemed an irrevocable selection of that process to the exclusion of the other.

- D. **Personnel Files:** An employee may view and obtain one copy of anything in his/her official personnel file except confidential letters of recommendation. Only documents contained in the employee's official personnel file or documents which the employee has verified by his/her signature that he/she has read and/or received, can be used against the employee. A warning letter shall not remain a part of an employee's official personnel file for longer than two years unless it can be used to document an ongoing problem; however the City may weigh any past performance and discipline issue when considering the imposition of discipline or discharge.

ARTICLE 17-GRIEVANCE AND ARBITRATION PROCEDURES

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

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

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

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

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

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

ARTICLE 18- MEET AND CONFER

- A. **Committee:** There is formed a Labor/Management Committee which consists of two representatives appointed by the Union, and two appointed by the City. The parties will notify each other in writing of the initial appointment of members and any changes. Each party shall select one additional member for each meeting, who may have a particular interest or knowledge of the subject(s) on the agenda, and shall notify the other party of that individual's appointment at least 48 hours in advance.
- B. **Meetings:** The Committee will meet at mutually agreeable times and places. Employees on the Committee will attend meetings without loss of pay or benefits. The Committee will meet at the request of either party and the parties will supply each other with a list of topics they wish to discuss at least 48 hours prior to the meeting. Each party will take and maintain their own records of the meeting. Any topic, except those prohibited by law, may be placed on the agenda.
- C. **Reports:** The Committee may issue a majority and/or minority report and/or recommendation to the Mayor and to the Union. Should the City wish to implement a recommendation which involves a mandatory subject of bargaining, it shall notify the Union and the parties will meet at reasonable times

and places in order to bargain.

ARTICLE 19 -SAVINGS CLAUSE

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

ARTICLE 20 – DURATION

- A. **Duration:** This Agreement shall become effective July 1, 2022 or the date of final ratification, whichever comes later, and shall be considered in full force and effect through June 30, 2023 and shall be considered as renewed from year to year thereafter, unless either party hereto gives written notice to the other that it desires to have the same modified or terminated. Such notice must be given at least 60 days before the expiration of this Agreement. If such notice is not given, then this Agreement shall be deemed renewed for a one-year period.
- B. **Effect:** This Agreement constitutes the full and complete agreement between the City and the Union. Any matter relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless by mutual agreement of the parties.
- C. **Work Stoppage Prohibited:** It is understood that the services performed by the City’s employees are essential to the public health, safety, and welfare of the community. The Union, therefore, no employee nor the Union will attempt to organize or engage in a work slow-down, picketing, strike or any other activity which reduces the level of work normally performed. Likewise, the City agrees that during the term of this Agreement, there shall be no lockouts of the employees.

For the City of Miles City

For AFSCME COUNCIL No. 9

Date ratified: _____

Date ratified: _____

Mayor

Executive Director/Field Representative

President, Local 283-B

ADDENDUM "A"

A. Police Officers:

1. Wage Schedule (Minimums):

a. Effective July 1, 2022

MONTHS OF SERVICE	PROBATION	PATROL	SENIOR PATROL	MASTER PATROL 1	MASTER PATROL 2	MASTER PATROL 3	SERGEANT
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61th month	Beginning with 97th month	Beginning with 121th month	Requires appointment
Base Increases	\$ -	\$ 1.03	\$ 0.68	\$ 0.38	\$ 0.40	\$ 0.40	\$ 1.59
Base / Hire Rate	\$ 21.90	\$ 22.93	\$ 23.61	\$ 23.99	\$ 24.39	\$ 24.79	\$ 25.20
13		\$ 23.00					\$ 25.27
25		\$ 23.07					\$ 25.34
37			\$ 23.82				\$ 25.41
49			\$ 25.01				\$ 26.68
61				\$ 25.65			\$ 26.93
73				\$ 25.89			\$ 27.18
85				\$ 26.13			\$ 27.44
97					\$ 26.82		\$ 27.69
109					\$ 27.06		\$ 27.95
121						\$ 27.75	\$ 28.20
133						\$ 28.00	\$ 28.46
145						\$ 28.25	\$ 28.71
157						\$ 28.50	\$ 28.96
169						\$ 28.75	\$ 29.22
181						\$ 29.00	\$ 29.47
193						\$ 29.25	\$ 29.73
205						\$ 29.50	\$ 29.98
217						\$ 29.75	\$ 30.23
229						\$ 30.00	\$ 30.49
241						\$ 30.25	\$ 30.74
All Longevity Increase are calculated off the Base Rate							
See Contract For Longevity Language							

2. Rank:

- a. Following the successful completion of the probation period, an Officer will transition to the rank of "Patrol" and shall be paid under that column.

- b. Following 36 months of employment, the Officer will transition to the rank of "Senior Patrol" and shall be paid under that column.
 - c. Following 60 months of employment, the Officer will transition to the rank of "Master Patrol 1" and shall be paid under that column.
 - d. Following 96 months of employment, the Officer will transition to the rank of "Master Patrol 2" and shall be paid under that column.
 - e. Following 120 months of employment, the Officer will transition to the rank of "Master Patrol 3" and shall be paid under that column.
 - f. The City may promote an Officer to a higher rank in accordance with Article 12 of this Agreement.
 - g. **Previous Experience:** The City may recognize some or all of the previous experience of an employee hired from outside the bargaining unit by placing such an individual at any cell of the Probation column. The City may place an employee returning to the bargaining unit within two calendar years of his or her voluntary resignation on any cell of the wage schedule. When individuals who were initially placed at such higher steps of the schedule advance to subsequent columns, they will transition to the next columns in accordance with their years of service.
2. **Longevity:** In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service through the 48th month of employment. Starting on the 49th month of service and continuing through the end of the 60th month, a longevity increase of 5% will be given for the entirety of those 12 months of service. Beginning with the 61st month of service an additional increase of 1% longevity will be given annually through the 241st month of service.
 3. **Shift Differential:** Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional \$.75 per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional \$1.00 an hour in addition to other salary payment.
 4. **Emergency Medical Technician:** The following schedule is added to the wage and salary addendum:
 - a. Emergency Medical Responder (EMR) Certification: \$20.00 per month
 - b. Emergency Medical Technician (EMT): \$50.00 per month
 5. **Physical Fitness Allowance:** The City will contribute up to \$240 each year toward each employee's membership or use of an athletic association or education facility which has been approved by the Chief based on the program's compatibility with the Department's physical

fitness standards. Each employee will furnish evidence of attendance in order for the contribution to continue.

6. **Drug Task Force:** An Officer assigned to the Regional Drug Task Force shall receive an additional \$1.00 per hour for all hours worked in that assignment.
7. **Shift Supervisors:** When a shift is assigned two or more Officers, the Officer with the most seniority shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.

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

8. **Field Training Officer (FTO):** \$1.00 per hour for training hours as assigned by management for the training of a probationary police officer.

B. Dispatch and Animal Control:

1. Dispatch Wage Schedule (Minimums):

a. Effective July 1, 2022

MONTHS	PROBATION	CONFIRMED	DISPATCHER 1	DISPATCHER 2	DISPATCHER 3
OF SERVICE	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61st month	Beginning with 97th month
Base Increases	\$ -	\$ -	\$ 1.27	\$ 0.34	\$ 0.99
Base/Hire Rate	\$ 20.00	\$ 20.00	\$ 21.27	\$ 21.61	\$ 22.60
13		\$ 20.07			
25		\$ 20.14			
37			\$ 21.48		
49			\$ 22.55		
61				\$ 23.13	
73				\$ 23.35	
85				\$ 23.57	
97					\$ 24.86
109					\$ 25.09
121					\$ 25.32
133					\$ 25.55
145					\$ 25.78
157					\$ 26.00
169					\$ 26.23
181					\$ 26.46
193					\$ 26.69
205					\$ 26.92
217					\$ 27.14
229					\$ 27.37
241					\$ 27.60
253					\$ 27.60
265					\$ 27.60
277					\$ 27.60
289					\$ 27.60
301					\$ 27.60
313					\$ 27.60
325					\$ 27.60
337					\$ 27.60
349					\$ 27.60
361					\$ 27.60
All Longevity Increase are calculated off the Base Rate					
Probation One Year from date of hire					

2. Animal Control Wage Schedule (Minimums):

a. Effective July 1 2021

	PROBATION	CONFIRMED	ANIMAL CONTROL 1	ANIMAL CONTROL 2	ANIMAL CONTROL 3
MONTHS OF SERVICE	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61st month	Beginning with 97th month
Base Increases	\$ -	\$ 3.08	\$ 0.23	\$ 0.58	\$ 0.58
Base/Hire Rate	\$ 16.23	\$ 19.31	\$ 19.54	\$ 20.12	\$ 20.70
13		\$ 19.38			\$ 20.77
25		\$ 19.45			\$ 20.84
37			\$ 19.75		\$ 20.91
49			\$ 20.74		\$ 21.95
61				\$ 21.55	\$ 22.16
73				\$ 21.75	\$ 22.37
85				\$ 21.95	\$ 22.58
97					\$ 22.79
109					\$ 23.00
121					\$ 23.10
133					\$ 23.20
145					\$ 23.31
157					\$ 23.41
169					\$ 23.52
181					\$ 23.62
193					\$ 23.73
205					\$ 23.83
217					\$ 23.94
229					\$ 24.04
241					\$ 24.15
All Longevity Increase are calculated off the Base Rate					
Probation One Year from date of hire					

3. A Dispatcher shall not pass out of probation until he or she successfully completes the Montana Law Enforcement Academy 911 Basic Telecommunications Course 56-hour course and obtains certification as a CJIN/NCIC operator. An Animal Control Officer shall pass out of probation after one year of employment
4. Longevity: In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to five years. Beginning on the fifth year of service a longevity increase of 5% will be given for the fifth year and only the fifth year of service. Beginning with the sixth year of service an increase of 1% longevity increase will be given annually through the twentieth year of service.
5. Shift Differential: Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional \$0.75 per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional \$1.00 an hour in addition to other salary payment.
6. Following the successful completion of the probation period, an employee will transition to the rank of "Confirmed" and shall be paid under that column.
7. Following 36 months of employment, the employee will transition to the rank of "Dispatcher 1" or "Animal Control 1", and shall be paid under that column. In order to receive this and subsequent promotions, a Dispatcher must have successfully completed the Emergency Medical Dispatch (EMD) 24-hour course.
8. Following 60 months of employment, the employee will transition to the rank of "Dispatcher 2" or "Animal Control 2" and shall be paid under that column.
9. Following 96 months of employment, the employee will transition to the rank of "Dispatcher 3" or "Animal Control 3" and shall be paid under the column.
10. A Dispatcher who is assigned additional duties as a result of being CJIN/TAC certified shall receive a stipend as follows:

TAC 1	\$1.00/hour
TAC 2	\$0.75/hour
TAC 3 (or further as assigned by management)	\$0.35/hour
PIO	\$0.25/hour
Muckers	\$0.25/hour

If a second Dispatcher is assigned as an alternate CJIN/TAC the two will share the stipend.

11. Field Training Officer (FTO): \$1.00 per hour for training hours as assigned by management for the training of a probationary Dispatcher.

C. Recognition for Training and Education:

1. An employee who presents acceptable evidence of attaining one of the following training levels shall be recognized by payment for the highest level attained:

- a. POST Intermediate \$25.00 each month
- b. POST Advanced \$50.00 each month
- c. *Animal Control 1 \$25.00 each month
- d. *Animal Control 2 \$50.00 each month

*Animal Control certification is received through a nationally accredited animal control training program, approved by the Chief of Police.

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

RESOLUTION NO. 4495

A RESOLUTION ESTABLISHING CITY OF MILES CITY PERSONNEL POLICIES REGARDING POLICY TITLE

WHEREAS, the City of Miles City has established certain personnel policies for employees of the City of Miles City, which are set forth in the City of Miles City Personnel Manual;

AND WHEREAS, the City Council finds that certain revisions to such policies should be adopted;

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

1. That the following new policy: FAMILY MEDICAL LEAVE (FMLA) attached as Exhibit "A"
2. Such policy shall become effective February 14, 2023 upon the passage of this resolution.


SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14TH DAY OF FEBRUARY, 2023X.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Exhibit " A "

 CITY OF MILES CITY PERSONNEL POLICY	Section 5:	Leave Administration
	Effective:	3/24/2015
	Last Revised:	2/14/2023
FAMILY MEDICAL LEAVE (FMLA)		
Resolution #4495		

- **This policy supersedes all previous policies and/or handbooks published by the City of Miles City. Negotiated labor contracts that conflict with this policy will take precedence to the applicable extent.**

PURPOSE

The City of Miles City believes that Family Medical Leave is an important benefit to City employees. This policy provides the framework under which the Family and Medical Leave Act (FMLA) will be administered by the City of Miles City. This policy also provides employees information about FMLA entitlements and outlines any obligations employers and employees may have during such leaves.

Eligibility

An eligible employee can take up to 12 weeks of leave per year if he/she has worked for at least 1,250 hours within the previous 12 months and have been employed for 12 months. These months need not be consecutive. For an employee to be eligible for FMLA the employer must employ 50 or more employees within 75 miles of the worksite.

Types of Leave Covered

Family or Medical Leave can be taken for the following reasons:

- The birth of a child and in order to care for that child;
- The placement of a child for adoption or foster care and to care for the newly placed child;
- To care for a spouse, child or parent with a serious health condition (described below);
- The serious health condition (described below) of the employee;
- Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty;
- Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran.

Employees are required by law to provide at least a 30-day notification of intent to use Family or Medical Leave whenever possible. Employees will be required to use their paid sick leave for any

part of the 12-week period. The remaining portion of the leave will be unpaid leave.

It is the practice of the City of Miles City to designate an eligible employee who is out for more than three days, due to a work place injury or illness under FMLA. Worker's Compensation and FMLA will run concurrently when necessary and when the employee is eligible.

Amount of Leave

Employees will only be provided a total of 12 weeks in a rolling 12-month period looking back from the first day of the leave request. (For example: If an employee took 12 weeks leave beginning July 1, 1996 and requested to take 12 weeks leave beginning May 1, 1997, the request would be denied because the employee used 12 weeks looking back from May 1, 1996 through April 30, 1997.)

Employees can take up to 26 weeks for FMLA circumstance related to military caregiver leave during a single 12 month period. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available. This leave will also be based on a look back period.

If both spouses work for the City of Miles City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not parent-in-law) with a serious health condition, the spouses may only take a total of 12 weeks of leave.

Certification of Medical Condition

Upon request of your supervisor, Human Resource Officer, and/or the Mayor, employees must provide certification explaining the serious health condition or the family member's condition. It should detail:

- the date on which the condition began
- the probable duration of the condition
- appropriate medical facts regarding the condition
- a statement that the employee is needed to care for a spouse, parent or child
- a statement that the employee's own health condition makes it impossible for him or her to work

If the City of Miles City is not satisfied with the certification, it may require a second opinion at our expense. In the event of conflicting opinions, a third provider will be retained, also at our expense, to render a binding decision.

Employee Status and Benefits During Leave

While an employee is on leave, the City of Miles City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company may require the employee to reimburse the city/town the amount it

paid for the employee's health insurance premium during the leave period.

The employee is required to continue to pay their share, if any, of premiums for health benefits. If in a paid status, these will continue to be taken from paychecks, if in a leave without pay status, the employee will be required to submit the payment to the Human Resource Officer in person or by mail. The payment must be received by the 5th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide notice prior to the loss of coverage.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider before returning to work. Generally an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefit and other employment terms.

Under certain conditions, employees who are designated as "key" may be denied job restoration rights. These employees must be in the highest paid 10% of the work force and their absence must mean a substantial economic loss to the company. If a person designated as "key" still takes family leave, the City of Miles City will pay the health care premiums, but no guarantees are made about returning them to the positions they left.

An employee who fails to return to work on his or her regularly scheduled work day after the pre-approved leave without pay period will be considered to have voluntarily resigned unless the leave period is extended, in advance, by the Mayor. Providing false or misleading information or reasons to justify a FMLA absence may result in discipline, up to and including termination. FMLA provisions indicate that at the City of Miles City discretion, health care premiums may be recovered from employees who do not return to work.

RESOLUTION NO. 4496

A RESOLUTION ACCEPTING WATER AND SEWER INFRASTRUCTURE INSTALLED TO SERVE THE CITY VIEW SUBDIVISION INTO THE CITY OF MILES CITY'S MUNICIPAL WATER AND SEWER SYSTEMS.

WHEREAS, L & L Development LLC is the Subdivider of a platted subdivision known as City View Subdivision, recorded in Envelope 592A, Document No. 179435, records of the Custer County Clerk & Recorder's Office; and

WHEREAS, the City of Miles City conditioned its approval of the City View Subdivision on the Subdivider dedicating the water and sewer systems infrastructure within the Horizon Parkway right-of-way and south of the Horizon Parkway right-of-way to the City of Miles City, so that the infrastructure will be taken over and maintained by the City; and

WHEREAS, the Subdivider and Subdivider's engineer have certified completion of the water and sewer system infrastructure improvements required by the City's approval of the subdivision; and

WHEREAS, the Subdivider has recorded a Certificate of Dedication of said water and sewer infrastructure dedicating the infrastructure to the City of Miles City at the Custer County Clerk and Recorder's Office as document number 181608; and

WHEREAS, the water and sewer infrastructure dedicated to the City is located as shown on the engineering plans, certification, and as-built drawings dated August 4, 2022 by Brosz Engineering, Inc. for the "City View Subdivision Water & Sewer Project", filed at the Custer County Clerk and Recorder's Office with the Certificate of Dedication cited above; and

WHEREAS, the City Council wishes to accept the water and sewer infrastructure into the City of Miles City's municipal water and sewer systems, to be maintained by the City as part of the City's municipal systems.

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

1. The City Council hereby accepts the water and sewer systems infrastructure within the Horizon Parkway right-of-way and south of the Horizon Parkway right-of-way into the City of Miles City's municipal water and sewer systems, to be maintained by the City as part of the City's municipal systems; and
2. The above-referenced water and sewer infrastructure is to be maintained by the City as part of the City's municipal systems; and
3. Per the terms of the Subdivision Improvements Agreement between the City and L & L Development, the Subdivider warrants said improvements against any and all defects for a

period of one (1) year from the date of acceptance of the completion of those improvements by the City, and therefore, any repairs that become necessary within one year of the date of this Resolution due to construction defects shall be at the expense of the Subdivider.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14TH DAY OF FEBRUARY, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk



CITY OF MILES CITY

PLANNING & COMMUNITY SERVICES

17 S. 8th Street, PO Box 910
Miles City, MT 59301-0910

Telephone: 406-234-3493
Fax: 406-234-6392

Date: February 9, 2023

To: City Council

From: Joel Nelson, Contract Planner and Acting Subdivision Administrator

Re: City View Subdivision Improvements Agreement; requests for City Council consideration on February 14, 2023

This memo is regarding the Subdivision Improvements Agreement (SIA) associated with the City View Subdivision. Administration of the SIA requires multiple actions by City Council at this time.

Background:

On February 9, 2022, the City Council and L & L Developers LLC, Subdivider of the City View Subdivision, entered into a Subdivision Improvements Agreement to allow the Subdivider to bond for the completion of required subdivision improvements. Since that time, the final plat has been recorded and L & L Developers LLC conveyed the City View Subdivision lots to L & L Development LLC, with L & L Development LLC assuming the responsibilities of the Subdivider to complete the subdivision improvements in accordance with the SIA. Portions of the required improvements have been completed, and some improvements remain.

The current deadline for the Subdivider to complete all improvements is February 9, 2023. Because some improvements are complete, the Subdivider is requesting the City release portions of the financial security, being a letter of credit issued by Stockman Bank. By releasing portions of the financial security, the financial security for the remaining improvements will be through a letter of credit with a reduced financial security, being an amount not less than 150% of the estimated cost of remaining improvements. The Subdivider is also requesting the February 9, 2023 deadline to complete the remaining improvements be extended to December 31, 2023. Therefore the letter of credit will also need to be extended or a new letter of credit issued so that it will have a new expiration date of February 29, 2024 (or later), being the required 60 days beyond the proposed new deadline of December 31, 2023 to complete the remaining improvements.

As of the date of this memo, the Subdivider has not obtained a statement from Stockman Bank that the existing letter of credit will be extended to February 29, 2024 or later with a reduced amount of financial security or a new letter of credit issued to accomplish the same; therefore, to approve the requests, the City Council approval should be contingent upon review of the letter of credit by the City Attorney and acting Subdivision Administrator to ensure the financial security is of the proper

amount, and with the appropriate expiration date.

Potential Actions by City Council:

To approve of the requests by Matthew J. Lothspeich of L & L Development LLC will require the following actions by City Council:

1. To accept by Resolution the water and sewer systems infrastructure within the Horizon Parkway right-of-way and south of the Horizon Parkway right-of-way into the City of Miles City's municipal water and sewer systems, to be maintained by the City as part of the City's municipal systems.
2. To approve by Resolution an Amended Subdivision Improvements Agreement that also:
 - a. Accepts as complete the portions of improvements that are certified complete by the Subdivider and Subdivider's engineer, and allows the financial security to be reduced accordingly; and
 - b. Grants an extension to allow the Subdivider until December 31, 2023 to complete the remaining improvements.

Attachments:

Attached, please find the following:

1. The existing, February 9, 2022 SIA, with attachments;
2. The Diamond J Construction bid that the original SIA was based on, with the Subdivision Administrator's notes of what has been paid to Diamond J Construction and the amounts that need to be withheld and continue to be secured by letter of credit.
3. To address terms 5, 6, and 7 of the SIA and Sec. 21-14(b)(7) of the Miles City Subdivision Regulations, the Subdivider's Certificate of Completion of Improvements, along with the engineering plans, certification, and as-built drawings dated August 4, 2022 by Brosz Engineering, Inc. for the "City View Subdivision Water & Sewer Project", as well as information dated January 19, 2023 by Diamond J Construction, the Subdivider's contractor, which have been filed at the Custer County Clerk and Recorder's Office as document number 181607.
4. To address term 9 of the SIA, the Subdivider's Certificate of Dedication of the water and sewer systems infrastructure located within the Horizon Parkway right-of-way and south of Horizon Parkway right-of-way to the City at the Custer County Clerk and Recorder's Office as document number 181608;
5. Resolution No. 4496, a [draft] Resolution accepting water and sewer infrastructure installed to serve the City View Subdivision into the City of Miles City's municipal water and sewer systems.
6. Resolution No. 4497, a [draft] Resolution approving an Amended Subdivision Improvements Agreement for City View Subdivision.
7. A draft Amended Subdivision Improvements Agreement, with which the City Council would accept as complete the portions of improvements that are certified complete by the Subdivider and Subdivider's engineer, allow the financial security to be reduced accordingly, and grant an extension to allow the Subdivider until December 31, 2023 to complete the remaining improvements.

Subdivider's Certification of Completion of Improvements:

The Subdivider's Certificate of Completion of Improvements provides Matthew Lothspeich's

certification that the following improvements have been installed:

- Erosion control, reseeding, and weed treatment;
- All water mains and fire hydrants;
- All sewer mains and related facilities; and
- Other items and miscellaneous improvements in preparation for completion of the remaining improvements have been paid for by the Subdivider, to the Subdivider's contractor, Diamond J Construction.

The attached information dated January 19, 2023 by Diamond J Construction provides a spreadsheet of the work completed by the contractor and paid for by the Subdivider, as well as the dollar amounts paid so far. Later in this memo is an analysis of these figures and calculations of the amounts that could be released to the Subdivider by allowing a partial reduction in the financial security, as well as amounts to be withheld for remaining improvements and engineering certification.

The remaining improvements yet to be installed include:

- Electrical utilities to each lot.
- Horizon Parkway Extension: Including widening, construction, curb, gutter, sidewalk, and paving from end of current pavement to and including the approach to Lot 2D.
- Parkhill Drive Extension: Paving of the turnaround.
- Traffic Signs.
- Mail Facilities.

In addition, the following must continue to be secured by the SIA and associated letter of credit:

- Engineering Costs: Design, Inspection, Certified As-Builts, and Permitting.

In accordance with term #5 of the existing SIA, Matthew Lothspeich has certified the following:

- The above improvements are in compliance with the minimum standards specified by the City for their construction and L & L Development warrants said improvements against any and all defects for a period of one (1) year from the date of acceptance of the completion of those improvements by the City.
- [He knows] of no defects in those improvements.
- These improvements are free and clear of any encumbrances or liens.
- All applicable fees and surcharges have been paid.

In accordance with Sec. 21-14(b)(7) of the Miles City Subdivision Regulations, the engineering plans, certification, and as-built drawings dated August 4, 2022 by Brosz Engineering, Inc. for the "City View Subdivision Water & Sewer Project" were filed along with the Subdivider's certification at the Custer County Clerk and Recorder's Office, along with the Diamond J Construction information.

Subdivision Administrator's calculations:

The following table is based on the remaining and unpaid for improvements and certifications using the information submitted by the Subdivider, including the Diamond J Construction spreadsheet. The figures are the Subdivision Administrator's calculations of costs of the remaining improvements and certifications that are incomplete at this time, with the amounts of financial security that should be withheld and secured by letter of credit:

City View SIA – table of remaining items to withhold financial security for as of 2-9-2023					
Items from the Diamond J Construction bid that remain incomplete or partially incomplete:					
<i>-Note: these are organized by Schedule 1 and 2 of the bid.</i>					
Sch/Item	Description	Price from Bid	Paid/Complete	Withhold	Withhold x150%
1/4a	4" minus subbase course – placing	9228.75	4540	4688.75	7,033.125
1/4b	4" minus subbase course material	49,220	4540	44,680	67,020
1/4c	Digout excavation	9228.75	0	9228.75	13,843.125
1/5	¾" minus crushed base course	31,509	0	31,509	47,263.50
1/6	4" minus clean rock	20,250	4860	15,390	23,085
1/7	Commercial plant mix surfacing	129,161.25	0	129,161.25	193,741.875
1/8	Concrete curb & gutter	19,188.75	0	19,188.75	28,783.125
1/9	Concrete valley gutter	828	0	828	1,242
1/10	Concrete sidewalk	30,098.25		30,098.25	45,147.375
Schedule 1 to withhold: \$284,772.75 x 1.5 = \$427,159.125				\$284,772.75	\$427,159.125
2/25	PO Boxes	8700	0	8700	13,050
2/26	PO box concrete	4000	0	4000	6000
2/27	Parkhill Drive extension	27,650	0	27,650	41,475
Schedule 2 to withhold: \$40,350 x 1.5 = \$60,525				\$40,350	\$60,525
Total Diamond J, Sch 1 & 2 to withhold: \$325,122.75 x 1.5 = \$487,684.125				\$325,122.75	\$487,684.125
Other remaining improvements and final engineer certification:					
Other	Description	Price from Bid	Paid/Complete	Withhold	Withhold x150%
Brosz	Brosz Engineering	35,000	-	35,000	52,500

	final certification				
TRECO	Electrical utilities	43,637.57	-	43,637.57	65,456.355
City	No parking sign	150.00	-	150.00	225.00
Total Other			-	78,787.57	118,181.355
Grand total to be withheld				\$403,910.32	\$605,865.48
Amount of initial bids		\$761,731.32			
Amount of initial security (bids x 150%)		\$1,142,596.98			
Amount to be released		\$536,731.50			

Based on these calculations, a financial security of \$605,865.48 should continue to be secured by letter of credit.

Recommended City Council Actions:

The Acting Subdivision Administrator recommends the City Council take the following actions:

1. Approve Resolution No. 4496, a Resolution accepting water and sewer infrastructure installed to serve the City View Subdivision into the City of Miles City's municipal water and sewer systems; and
2. Approve Resolution No. 4497, a Resolution approving an Amended Subdivision Improvements Agreement for City View Subdivision. By approving these documents, the City Council will also:
 - a. Accept as complete the portions of improvements that are certified complete by the Subdivider and Subdivider's engineer, and allow the financial security to be reduced accordingly; and
 - b. Grant an extension to allow the Subdivider until December 31, 2023 to complete the remaining improvements.

Return after recording to:

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of FEBRUARY, 2022 by and between the City Council of the City of Miles City, Montana, Party of the First Part and hereinafter referred to as the City, and L & L Developers, a Limited Liability Company, located at 2323 South Haynes Avenue, Miles City, MT 59301, Party of the Second Part and hereinafter referred to as the Subdivider.

WHEREAS, the Subdivider is the owner and Subdivider of a new subdivision known as City View Subdivision located at 501 Parkhill Drive, Lot 2, Amended Plat of Block 5 Amended, Envelope 530B, Document No. 162000; and

WHEREAS, the City has conditioned its approval of the final plat of City View Subdivision upon the requirements as set forth in the preliminary plat approval of the subdivision, with certain improvements required to be completed, and the required improvements listed in Exhibit A have not been completed at this time; and

WHEREAS, the Subdivider wishes to bond for the completion of the improvements listed in "Exhibit A"; and

WHEREAS, the City of Miles City Subdivision Regulations require that a subdivider shall provide a financial security of 125% of the estimated total cost of construction of said improvements as evidenced by the highest of three bids for the cost of installation of the improvements obtained by the subdivider; and

WHEREAS, the City of Miles City Council meeting on November 11th, 2021 passed a motion to accept an exception from the Miles City Subdivision Regulations that require three bids and 125% financial security for a subdivision improvement agreement. The exception is to have a single bid and 150% financial security of that bid which is included in Exhibit B; and

WHEREAS, the estimated total cost of construction of said improvements is the sum of \$761,731.32 as evidenced by the single bid that was received, and 150% of the estimated cost of the improvements is \$1,142,596.98, which is the amount of the required financial security.

NOW THEREFORE, in consideration of the approval of the final plat of said Subdivision by the City, the Subdivider hereby agrees as follows:

1. The Subdivider shall establish a financial security of a letter of credit from Stockman Bank of Miles City, Montana that has been deemed to be acceptable by the City, in the amount of \$1,142,596.98. Said financial security shall have an expiration date of not less than sixty (60) days following the date set for completion of the improvements.
2. The financial security shall guarantee funds in the sum of \$1,142,596.98, 150% of the estimated cost of completing the required improvements listed in Exhibit A.
3. Said required improvements shall be fully completed by FEBRUARY 9th, 2023.
4. If the Subdivider fails to complete the specified improvements within the required period, the financial security will be payable to the City immediately.
5. Upon completion of the required improvements, the Subdivider shall submit to the City statements certifying that:
 - i. All required improvements are complete.
 - ii. The improvements are in compliance with the minimum standards specified by the City for their construction and that the Subdivider warrants said improvements against any and all defects for a period of one (1) year from the date of acceptance of the completion of those improvements by the City.
 - iii. The Subdivider knows of no defects in those improvements.
 - iv. These improvements are free and clear of any encumbrances or liens.
 - v. All applicable fees and surcharges have been paid.
6. The Subdivider shall provide for inspection of all required improvements by a registered professional engineer before the Subdivider shall be released from the Subdivision Improvement Agreement.
7. The Subdivider shall submit to the Miles City Community Service and Planning Department copies of final plans, profiles, grades and specifications of said improvements, with the certification of the registered professional engineer responsible for their preparation that all required improvements have been installed in conformance with said specifications.
8. If the City determines that any improvements are not constructed in compliance with the specifications, it shall furnish the Subdivider with a list of specific deficiencies and may withhold collateral sufficient to ensure such compliance. If the City determines that the Subdivider will not construct any or all of the improvements in accordance with the specifications, or within the required time limits, it may withdraw the collateral in the financial security and employ such funds as may be necessary to construct the improvement or improvements in accordance with the specifications. The unused portions of the collateral shall be returned to the Subdivider.
9. Once the infrastructure is built, the water and sewer systems within the Horizon Parkway right-of-way and south of Horizon Parkway right-of-way shall be dedicated to the City of Miles City and accepted by City Council prior to the City releasing the subdivider's financial security for said improvements.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year herein before written.

City of Miles City (Party of the First Part):

[Signature]
(Mayor Signature)
Mayor

[Signature]
Attest: (Clerk Signature)
City Clerk

Subdivider (Party of the Second Part):

[Signature]
(Signature(s) of Subdivider/Owner)

By: Matthew Lothspeich and Roger Lothspeich, Managers of L & L Developers, LLC
(Printed Name(s) of Subdivider/Owner)

STATE OF MONTANA
COUNTY OF CUSTER

On this 20th day of January, 2022, before me, a Notary Public for the State of Montana, personally appeared Matthew Lothspeich and Roger Lothspeich, Managers of L & L Developers, LLC, known to me to be the people whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this day and year first above written.

[Signature]
Notary Public for the State of Montana

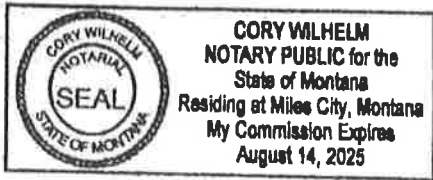


EXHIBIT "A"

**LIST OF INCOMPLETE IMPROVEMENTS
REQUIRED BY THE CONDITIONS OF APPROVAL**

1. Remaining erosion control, reseeding, and weed treatment.

*Included in Diamond J Construction's Bid (Graveling remaining area outside the slopes including the placement of rock and gravel, and finish work to the stormwater ponds.)

2. Electrical and telecommunication utilities to each lot.

*Included in Treco Bid for Electrical. Telecommunications will be satellite services.

3. All water mains and fire hydrants.

*Included in Diamond J Construction's Bid

4. All sewer mains and related facilities.

*Included in Diamond J Construction's Bid

5. **Horizon Parkway Extension: Including widening, construction, curb, gutter, sidewalk, and paving from end of current pavement to and including the approach to Lot 2D.**

*Included in Diamond J Construction's Bid

6. **Parkhill Drive Extension: Paving of the turnaround.**

*Included in Diamond J Construction's Bid

7. **Traffic Signs.**

*Via email 1/3/2022, the approximate cost for a "No Parking" sign is about \$150.

8. **Mail Facilities**

*Included in Diamond J Construction's Bid

9. **Engineering Costs: Design, Inspection, Certified As-Builts, and Permitting**

*Included in Brosz Engineering's Bid

Diamond J Construction Bid = \$682,943.75

Brosz Engineering Bid = \$35,000

Tongue River Electric = \$43,637.57

City Signage Bid = \$150

TOTAL BIDS = \$761,731.32

EXHIBIT "B"
DOCUMENTATION OF RECEIVED BIDS

See the following 6 pages.



PO Box 520
Miles City, MT 59301
406-234-1504

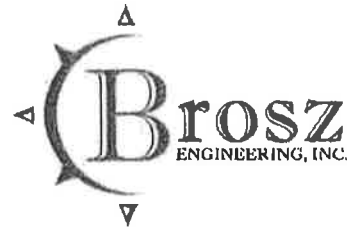
To Whom it May Concern –

Our bid for the City View Subdivision is attached, included in our bid is the original bid items as well as items 3, 4, 5, 6 and 8 of Exhibit A of the Subdivision Improvement Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "John Peila".

John Peila
Managing Member
Diamond J Construction LLC



**WORK ORDER/PROPOSAL
FOR PROFESSIONAL SERVICES**

OWNER: L&L Developers LLC	BROSZ PROPOSAL #:
CONTACT: Matthew Lothspeich	BROSZ PROJECT #: ---
ADDRESS: 2323 S Haynes Ave Miles City, MT 59301-5806	JOB TITLE: Water, Sewer, & Storm Asbuilt
OFFICE:	JOB DESCRIPTION: Inspection & Asbuilt of Water, Sewer, & Storm Ponds for the
CELL: (406) 951-2560	City View Subdivision
EMAIL: matt@rmcmilescity.com	JOB LOCATION: Miles City, MT

BROSZ ENGINEERING WILL PROVIDE ENGINEERING SERVICES TO THE CLIENT AS SET FORTH BELOW:

Project Specific Details

The proposed services are being completed to provide certified asbuilts to the Developer, City of Miles City, and Department of Environmental Quality for the installation of Water Mains, Sanitary Sewer Mains, and Storm Water Ponds within the City View Subdivision near Miles City, MT. The property is located at 501 Parkhill Drive in Miles City, MT adjacent to the City Street named Horizon Parkway.

Scope of Services

Construction Engineering and Inspection

Complete onsite inspection during the construction with qualified personnel to assure plans and specifications are adhered to. Complete a preconstruction meeting with Owner, City of Miles City, and Contractor. Coordinate and complete approvals for project submittals, pay requests, and any change requests. Complete all survey required to establish elevation and control at the project location.

Asbuilt Submittals

Complete asbuilt survey, draft asbuilt drawings, and certify the constructed Water Mains, Sanitary Sewer Mains, and Storm Water Ponds meet the approved Design and Standards.

Compensation

Based on an estimated Construction schedule of 3-weeks for the installation of Water Mains, Sanitary Sewer Mains, and Storm Water Ponds; the above services will be provided at an estimated cost of **\$35,000**. A Schedule shall be supplied to Engineer from the Owner/Contractor a minimum of 2-weeks prior to beginning Construction. This is not a not-to-exceed price. Any additional services that are requested that are not outlined above will be completed with an addendum to the proposal. This Proposal includes 24 hours of construction staking and asbuilt survey. Our total estimated cost can be reduced if the Owner hires another firm such as Wilhelm Land Surveying to complete the survey work.

This work order/proposal incorporates and includes the attached General Conditions.

ACCEPTANCE & AUTHORITY:

ACCEPTED: L&L Developers LLC
SIGNATURE: _____
PRINTED: _____
TITLE: _____
DATE: _____

ACCEPTED: Brosz Engineering, Inc.
SIGNATURE: _____
PRINTED: Billy Doerr
TITLE: Office Manager
DATE: 09/21/2021

Please sign, retain one copy for your records and return one copy to Brosz Engineering, Inc. for authorization to proceed.

General Conditions

Total Agreement: This Agreement (consisting of the Work Order/Proposal for Professional Engineering Services, these General Conditions, and any expressly incorporated attachments), constitutes the entire Agreement between the Client and Brosz Engineering, Inc. (Brosz) and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

General Considerations:

- A. The standard of care for all services performed or furnished by Brosz under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Brosz makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Brosz. Subject to the foregoing standard of care, Brosz and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Brosz shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Brosz shall not be responsible for the acts or omissions of any Contractor.
- C. Any opinions of probable construction cost provided by Brosz are to be made on the basis of experience and general familiarity with the construction industry. However, because Brosz has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Brosz cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Brosz.
- D. To the fullest extent permitted by law, Client and Brosz (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Brosz's total liability to Client under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is less.
- E. This Agreement is to be governed by the law of the state in which the Project is located.

Payment Procedures: Invoices shall be prepared in accordance with Brosz's standard invoicing practices and will be submitted to the Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due within 30 days after receipt of invoice, the amount due will be increased at the rate of 18% per annum on the unpaid balance.

Termination: The obligation to continue performance under this Agreement may be terminated for convenience by the Client effective upon Brosz's receipt of written notice from Client, or for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Upon termination, Brosz will be entitled to invoice Client and to receive full payment for services performed or furnished in accordance with this Agreement incurred through the effective date of termination.

Severability: In the event any provision of these General Conditions, in whole or in part, is held invalid or unenforceable under applicable law, the General Conditions shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.



November 10, 2021

MRP Investments

Mathew Lothspeich

The total cost to build power into lots 2A, 2B and 2C is estimated at \$43,637.57. Lot 2D already has power to this lot. This power will be installed with primary underground cable and cabinets at each lot. The depth will be 44 inches along property boundaries. If you have any other questions, please give me a call.

Thanks

Engineering Superintendent

Miles P. Dennis

Miles P. Dennis



Project: City Water Substation

Need to withhold the below "withhold" amounts, then multiply by 1.5

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	PRICE
02109	44	Construction Traffic Control	DAY	1	9.00
02110	44	Construction Traffic Control	DAY	1	4,500.00
02111	44	Construction Traffic Control	DAY	1	\$600 paid, Release \$4,500.00.
02112	44	Construction Traffic Control	DAY	1	\$97,000 paid, Release \$72,750.00.
02113	44	Construction Traffic Control	DAY	1	\$4,540 paid, Withhold \$4688.75
02114	44	Construction Traffic Control	DAY	2465	\$4,540 paid, Withhold \$44,660.00.
02115	44	Construction Traffic Control	DAY	2465	\$0 paid, Withhold \$9228.75
02116	44	Construction Traffic Control	DAY	2465	\$0 paid, Withhold \$31,509.00.
02117	44	Construction Traffic Control	DAY	2465	\$4860 paid, Withhold \$15,390.00.
02118	44	Construction Traffic Control	DAY	1532	\$0 paid, Withhold \$129,161.25
02119	44	Construction Traffic Control	DAY	1532	\$0 paid, Withhold \$19,188.75
02120	44	Construction Traffic Control	DAY	733	\$0 paid, Withhold \$828.00.
02121	44	Construction Traffic Control	DAY	92	\$49.00
02122	44	Construction Traffic Control	DAY	586	\$43,350 paid, Release \$32,512.50.
02123	44	Construction Traffic Control	DAY	586	\$2500 paid, Release \$1,875.00.
02124	44	Construction Traffic Control	DAY	586	\$2900 paid, Release \$2,175.00.

Total = \$412,525.25

Sch 1 to withhold: \$284,772.75 (x1.5= \$427,159.125)

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	PRICE
02125	44	Construction Traffic Control	DAY	1	0.00
02126	44	Construction Traffic Control	DAY	1	0.00
02127	44	Construction Traffic Control	DAY	1	\$200 paid, Release \$150.00.
02128	44	Construction Traffic Control	DAY	1	\$200 paid, Release \$150.00.
02129	44	Construction Traffic Control	DAY	1	\$550 paid, Release \$187.50
02130	44	Construction Traffic Control	DAY	1	\$600 paid, Release \$450
02131	44	Construction Traffic Control	DAY	1	See Schedule 1, Item 7.
02132	44	Construction Traffic Control	DAY	1	\$2625 paid, Release \$656.25
02133	44	Construction Traffic Control	DAY	1	\$43.75
02134	44	Construction Traffic Control	DAY	1	\$1,125 paid, Release \$843.75.
02135	44	Construction Traffic Control	DAY	1	\$152,760.00 paid, Release \$114,570.00.
02136	44	Construction Traffic Control	DAY	1	\$6,000 paid, Release \$4500.00.
02137	44	Construction Traffic Control	DAY	1	\$281.90 paid.
02138	44	Construction Traffic Control	DAY	1	\$1,500 paid, Release \$1,125.00.
02139	44	Construction Traffic Control	DAY	1	\$1,000 paid, Release \$750.00.
02140	44	Construction Traffic Control	DAY	1	\$1,000 paid, Release \$750.00.
02141	44	Construction Traffic Control	DAY	1	\$500 paid, Release \$375.00.
02142	44	Construction Traffic Control	DAY	1	\$3,000 paid, Release \$1,500.
02143	44	Construction Traffic Control	DAY	1	\$15,000 paid, Release \$11,250.00.
02144	44	Construction Traffic Control	DAY	1	\$8,000 paid, Release \$6,000.00.
02145	44	Construction Traffic Control	DAY	1	\$85,748 paid, Release \$64,311.00.
02146	44	Construction Traffic Control	DAY	1	\$24,000 paid, Release \$18,000.00.
02147	44	Construction Traffic Control	DAY	1	\$2,500 paid, Release \$1,875.00.
02148	44	Construction Traffic Control	DAY	1	\$2,500 paid, Release \$1,875.00.
02149	44	Construction Traffic Control	DAY	1	\$1,000 paid, Release \$750.00.
02150	44	Construction Traffic Control	DAY	1	Remaining improvement, Withhold \$8,700.00.
02151	44	Construction Traffic Control	DAY	1	Remaining improvement, Withhold \$4000.00.
02152	44	Construction Traffic Control	DAY	1	Remaining as item 5, Withhold \$27,650.00.

Total = \$270,418.50

Sch 2 to withhold: \$40,350 (x1.5= \$60,525)

Total Sch 1 & 2 to withhold: \$325,122.75 (x 1.5= \$487,684.125)

181607 Fee: \$130.00

Custer County Recorded 2/7/2023 At 2:17 PM
Linda Corbett, Clk & Rcdr By *Linda Corbett*
Return to: City of Miles City P.O. Box 910
MILES CITY MT 59301

Return after recording to:
City of Miles City
PO Box 910
17 S 8th Street
Miles City, MT 59301

Certificate of Completion of Improvements L & L Development LLC

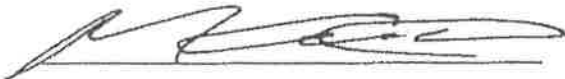
Pursuant to Section 5 of the Subdivision Improvements Agreement associated with the City View Subdivision, I, Matthew Lothspeich of L & L Development LLC, the Subdivider, hereby certify that the following improvements, required as conditions of approval of the City View Subdivision, have been installed in conformance with the City of Miles City's requirements:

- Erosion control, reseeding, and weed treatment;
- All water mains and fire hydrants (see the attached engineering certification and as-built drawings dated August 4, 2022 by Brosz Engineering, Inc.);
- All sewer mains and related facilities (also see engineering certification); and
- Other items and miscellaneous improvements in preparation for completion of the remaining improvements have been paid for by the Subdivider, to the Subdivider's contractor, Diamond J Construction (see attached information dated January 19, 2023 by Diamond J Construction).

Further, I hereby certify the following:

- The above improvements are in compliance with the minimum standards specified by the City for their construction and L & L Development warrants said improvements against any and all defects for a period of one (1) year from the date of acceptance of the completion of those improvements by the City.
- I know of no defects in those improvements.
- These improvements are free and clear of any encumbrances or liens.
- All applicable fees and surcharges have been paid.

In accordance with Sec. 21-14(b)(7) of the Miles City Subdivision Regulations, the attached copy of the engineering plans, certification, and as-built drawings dated August 4, 2022 by Brosz Engineering, Inc. for the "City View Subdivision Water & Sewer Project" will be filed along with this certification at the Custer County Clerk and Recorder's Office.



Matthew J. Lothspeich, Subdivider



Date

STATE OF MONTANA)

) ss

COUNTY OF CUSTER)

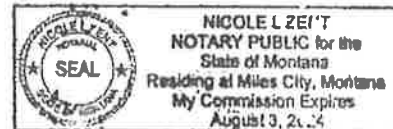
On this 07 day of February, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Matthew J. Lothspeich, who executed the within instrument and acknowledged to me that he executed the same on behalf of L & L Development LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



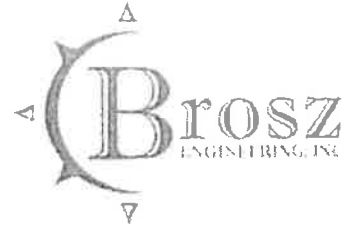
Signature of Notary Public

(NOTARIAL SEAL)



181607 Fee: \$130.00

Custer County Recorded 2/7/2023 At 2:17 PM



August 4, 2022

Montana Department of Environmental Quality
Public Water and Subdivisions Section
PO Box 200901
Helena, MT 59620-0901

RE: City View Subdivision Water & Sewer in Miles City – EQ# 21-1068

Dear Sir or Madam,

You are hereby notified that the above-referenced project has been completed and certified. The City View Subdivision Water & Sewer Project was built according to the plans, specifications, and report approved by the Montana Department of Environmental Quality on June 24, 2021. Attached are the as-built drawings which coincide with the above-referenced project.

If you have any questions regarding this project, please call 701-523-3340.

Sincerely,

Shannon Hewson
Shannon Hewson, PE



8/4/2022
Date

Cc: City of Miles City; L&L Developers, LLC

181607 Fee: \$130.00
Custer County Recorded 2/7/2023 At 2:17 PM

AS-BUILT PLAN - CITY VIEW SUBDIVISION

L & L DEVELOPERS LLC

22-01-112

MILES CITY, MT
CITY VIEW SUBDIVISION AS-BUILT
WATER & SANITARY SEWER



STATE COUNTY MAP

GOVERNING SPECIFICATIONS,
MONTANA PUBLIC WORKS STANDARD
SPECIFICATIONS, SIXTH EDITION, APRIL, 2019

PROJECT NO.	22-01-112	SECTION NO.	1	SHEET NO.	1
STATE	MT				



181607 Fee: \$130.00
Custer County Recorded 2/7/2023 At 2:17 PM

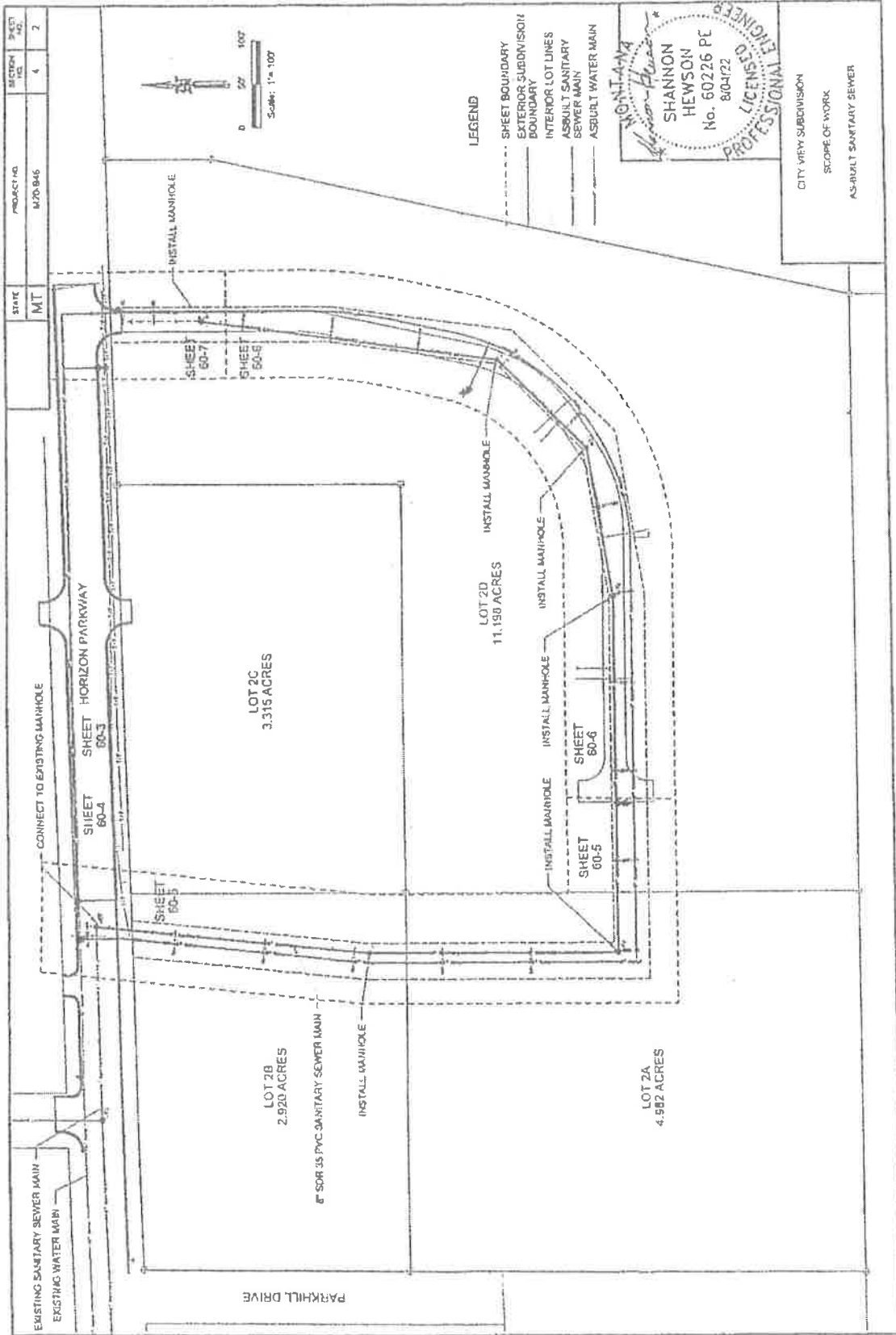


I hereby certify that the enclosed plans were prepared by me or under my direct supervision and that I am a registered professional engineer under the laws of the State of MT.

APPROVED DATE: 8/4/2022

Shannon Hewson
ENGINEERING INC.

DESIGNERS
SHANNON HEWSON, PE
HYLAN LINESAND, EIT
JOE GREEN

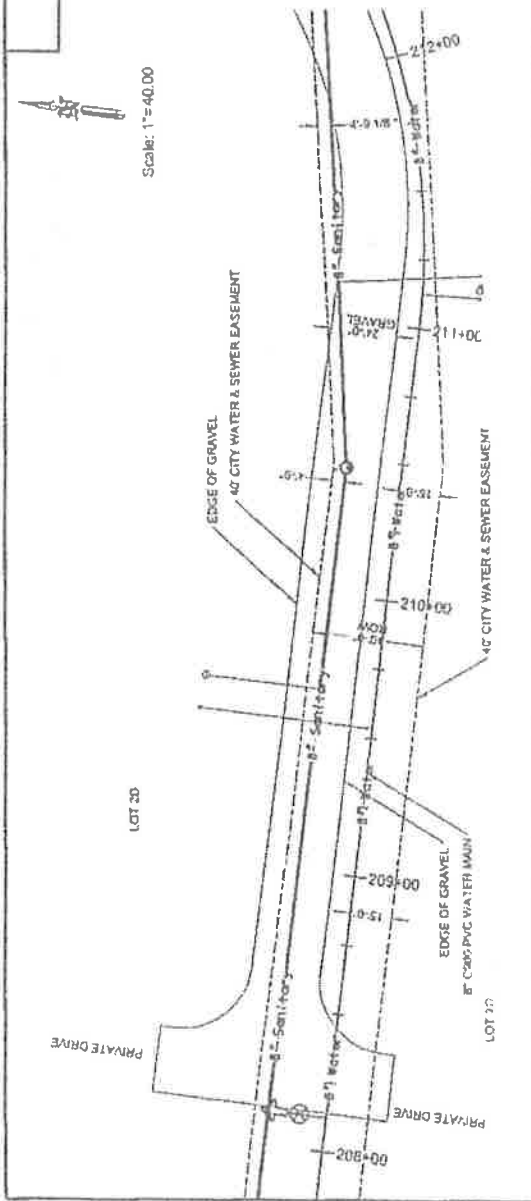


181607 Fee: \$130.00
Custer County Recorded 2/7/2023 At 2:17 PM

STATE	PROJECT NO.	DISTRICT	SHEET
MT	72-01-112	60	7

KEY: SEE
 3/14/00 CL
 5. FIRE HYDRANT
 3/14/00 CL

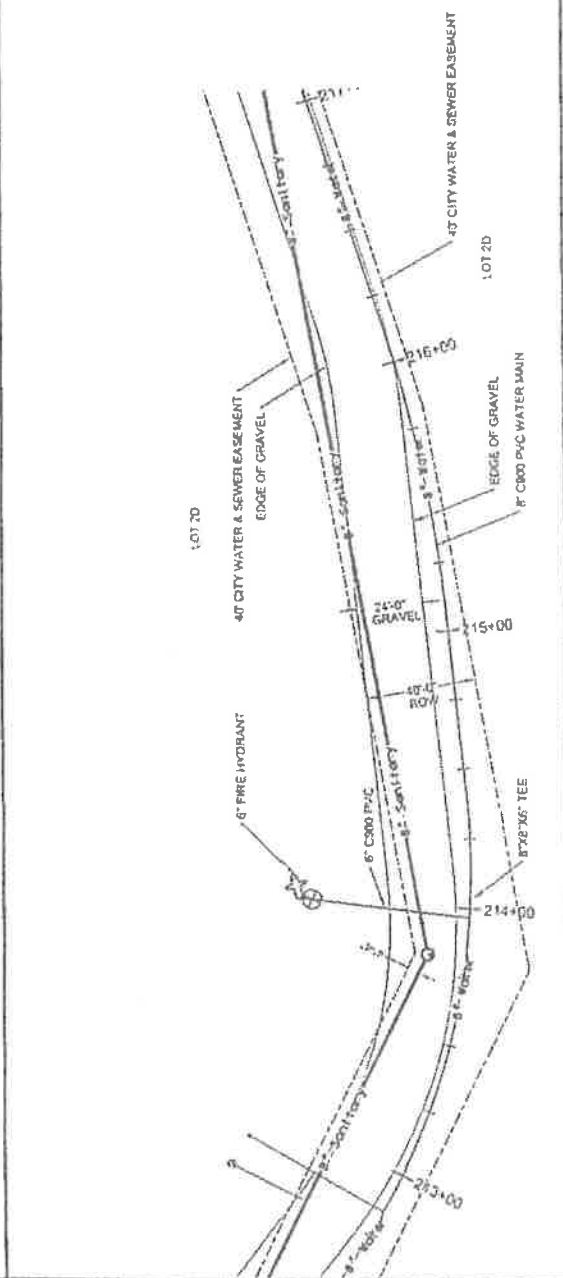
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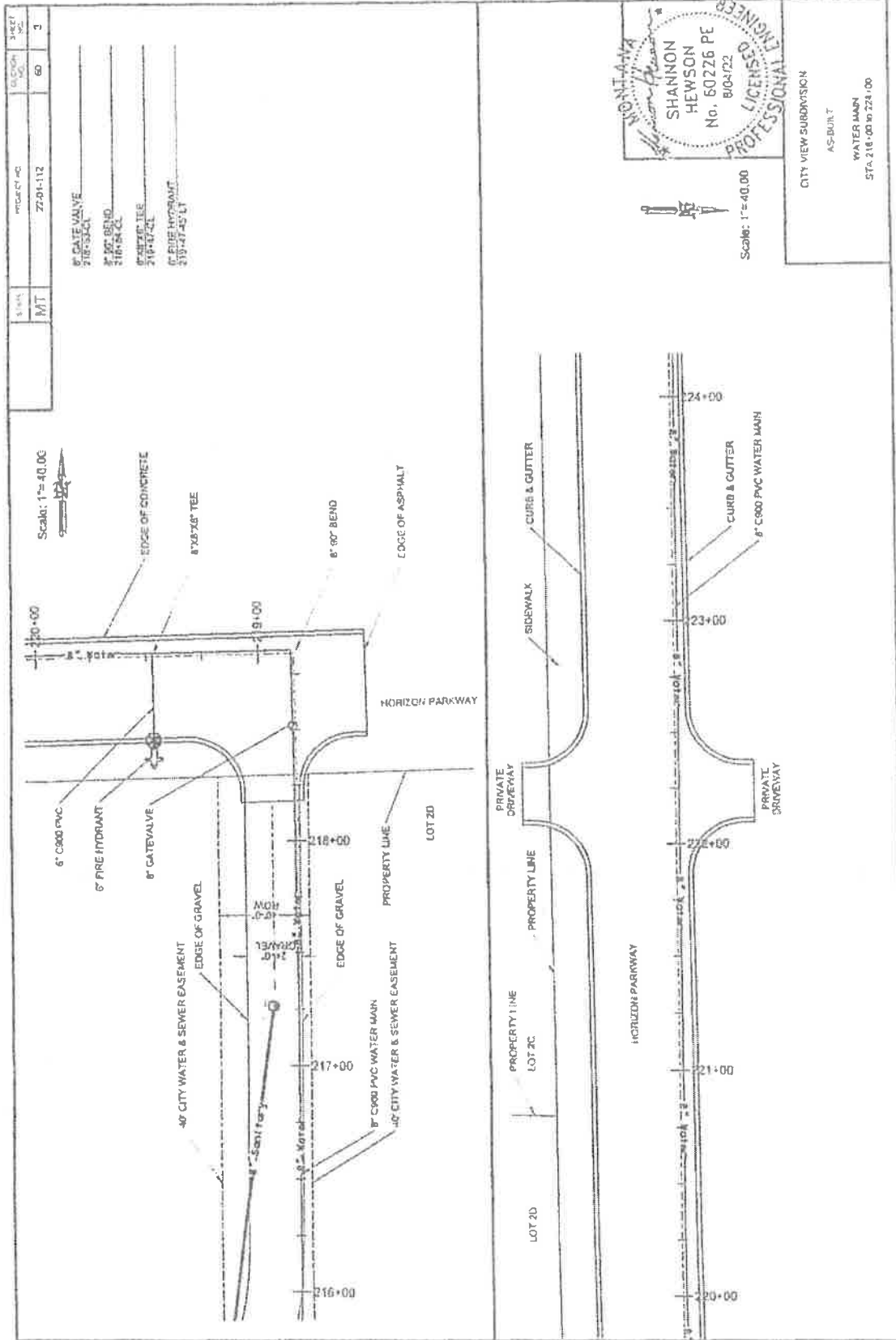


SHANNON HEWSON
 No. 60226 PE
 LICENSED PROFESSIONAL ENGINEER
 MONTANA

Scale: 1"=40.00

CITY VIEW SUBDIVISION
 AS-BUILT
 WATER MAIN
 STA 208+00 to 216+00





DATE	PROJECT NO.	SHEET NO.
MT	7201-112	60

- 6" GATE VALVE
218+55.00
- 6" 90° BEND
218+54.00
- 6" 90° TEE
218+17.21
- 6" FIRE HYDRANT
219+47.45

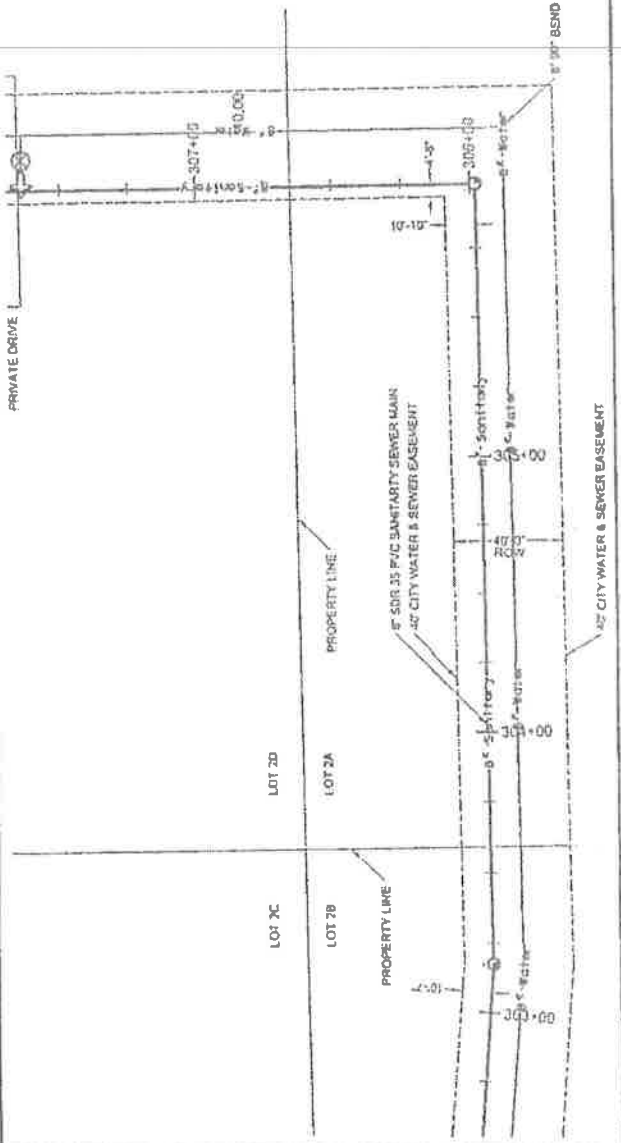
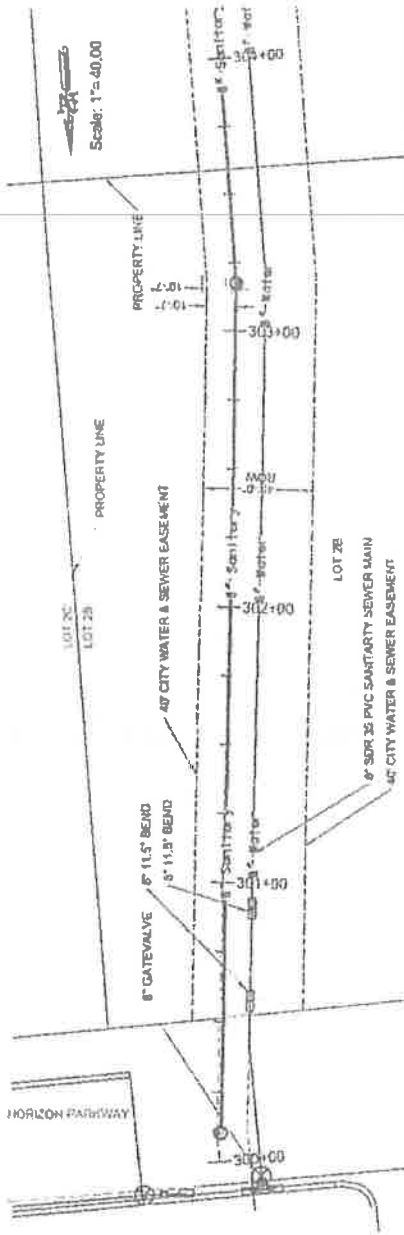


Scale: 1" = 40.00'

CITY VIEW SUBDIVISION
AS-BUILT
WATER MAIN
STA. 216+00 TO 224+00

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
MT	22-01-112	60	5

UNEXHAUSTED MANHOLE
 48" DIA. 10' DEEP
 48" DIA. 10' DEEP



SHANNON HEWSON
 No. 60226 PE
 8/04/22
 LICENSED PROFESSIONAL ENGINEER
 MONTANA

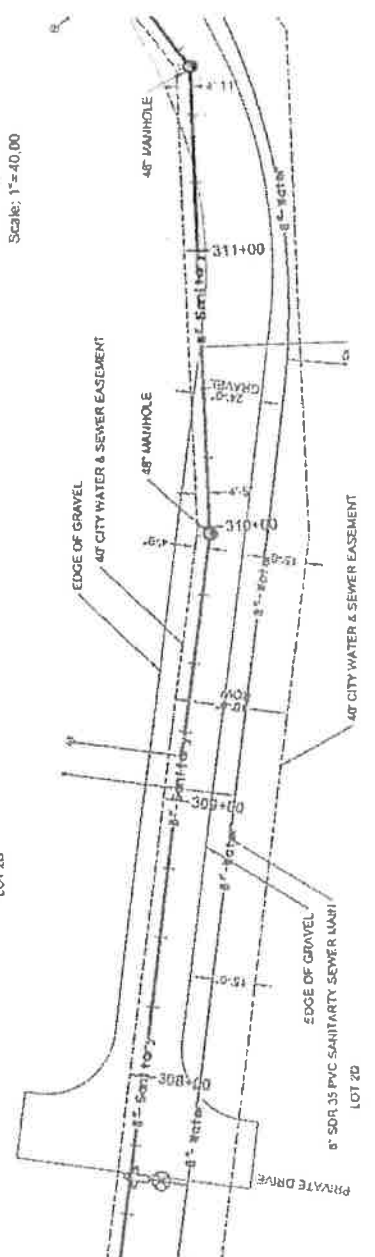
CITY VIEW SUBDIVISION
 AS-BUILT
 SANITARY SEWER MAIN
 STA 300+00 to 307+00

Scale: 1" = 40.00

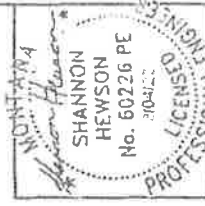
181607 Fee: \$130.00
 Custer County Recorded 2/7/2023 At 2:17 PM

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
MT	22-01-112	50	6

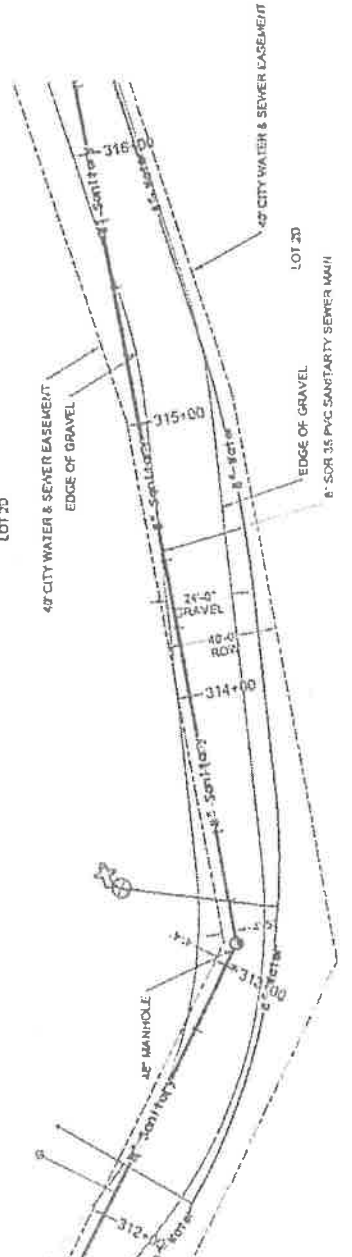
48" DIAMETER MANHOLE
 W13 307-09-CL
 W14 311-08-CL
 W15 313-09-CL



Scale: 1" = 40.00



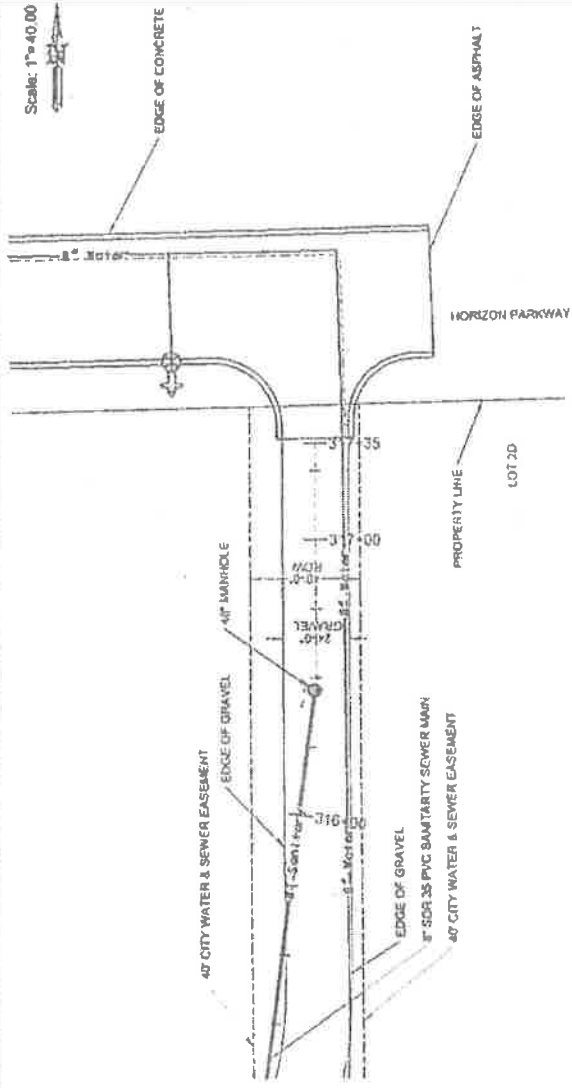
Scale: 1" = 40.00



CITY VIEW SUBDIVISION
 AS-BUILT
 SANITARY SEWER/EASEMENT
 STA 307+00 TO 316+00

DATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
MT	22-01-112	66	7

48" DIAMETER MANHOLE
 100% 316" ECL



CITY VIEW SUBDIVISION
 AS-BUILT
 SANITARY SEWER MAIN
 STA 316+00 to 317+35

181607 Fee: \$130.00
 Custer County Recorded 2/7/2023 At 2:17 PM

PO Box 524
Miles City, MT 59102
406-234-3584

February 08, 2023

Re: William H. May Concern

Attached is an updated spreadsheet showing the work that has been completed by the CCR. A new bid is being prepared by P&H. I hope the work that was already completed is finished.

William H. May Concern has been paid in full by CCR. I hope the work that was already completed is finished.

Sincerely,



John P. Palla

County Member

Member of the Board of Commissioners

181607 Fee: \$130.00

Custer County Recorded 2/7/2023 At 2:17 PM

181607 Fee: \$130.00
 Custer County Recorded 2/7/2023 At 2:17 PM

Map address: 181607

LINE	DATE	DESCRIPTION	AMOUNT	DEBIT	CREDIT	BALANCE	PERCENTAGE	REMARKS
1	2/1/23	181607 Fee	130.00			130.00	100%	
2	2/1/23	181607 Fee	130.00			260.00	100%	
3	2/1/23	181607 Fee	130.00			390.00	100%	
4	2/1/23	181607 Fee	130.00			520.00	100%	
5	2/1/23	181607 Fee	130.00			650.00	100%	
6	2/1/23	181607 Fee	130.00			780.00	100%	
7	2/1/23	181607 Fee	130.00			910.00	100%	
8	2/1/23	181607 Fee	130.00			1040.00	100%	
9	2/1/23	181607 Fee	130.00			1170.00	100%	
10	2/1/23	181607 Fee	130.00			1300.00	100%	
11	2/1/23	181607 Fee	130.00			1430.00	100%	
12	2/1/23	181607 Fee	130.00			1560.00	100%	
13	2/1/23	181607 Fee	130.00			1690.00	100%	
14	2/1/23	181607 Fee	130.00			1820.00	100%	
15	2/1/23	181607 Fee	130.00			1950.00	100%	
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17	2/1/23	181607 Fee	130.00			2210.00	100%	
18	2/1/23	181607 Fee	130.00			2340.00	100%	
19	2/1/23	181607 Fee	130.00			2470.00	100%	
20	2/1/23	181607 Fee	130.00			2600.00	100%	
21	2/1/23	181607 Fee	130.00			2730.00	100%	
22	2/1/23	181607 Fee	130.00			2860.00	100%	
23	2/1/23	181607 Fee	130.00			2990.00	100%	
24	2/1/23	181607 Fee	130.00			3120.00	100%	
25	2/1/23	181607 Fee	130.00			3250.00	100%	
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100	2/1/23	181607 Fee	130.00			13000.00	100%	

181607 Fee: \$130.00

LINE	DATE	DESCRIPTION	AMOUNT	DEBIT	CREDIT	BALANCE	PERCENTAGE	REMARKS
1	2/1/23	181607 Fee	130.00			130.00	100%	
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3	2/1/23	181607 Fee	130.00			390.00	100%	
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13	2/1/23	181607 Fee	130.00			1690.00	100%	
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24	2/1/23	181607 Fee	130.00			3120.00	100%	
25	2/1/23	181607 Fee	130.00			3250.00	100%	
26	2/1/23	181607 Fee	130.00			3380.00	100%	
27	2/1/23	181607 Fee	130.00			3510.00	100%	
28	2/1/23	181607 Fee	130.00			3640.00	100%	
29	2/1/23	181607 Fee	130.00			3770.00	100%	
30	2/1/23	181607 Fee	130.00			3900.00	100%	
31	2/1/23	181607 Fee	130.00			4030.00	100%	
32	2/1/23	181607 Fee	130.00			4160.00	100%	
33	2/1/23	181607 Fee	130.00			4290.00	100%	
34	2/1/23	181607 Fee	130.00			4420.00	100%	
35	2/1/23	181607 Fee						

181608 Fee: \$8.00

Custer County Recorded 2/7/2023 At 2:22 PM
Linda Corbett, Clk & Rcdr By [Signature]
Return to: City of Miles City P.O. Box 910
MILES CITY MT 59301

Return after recording to:
City of Miles City
PO Box 910
17 S 8th Street
Miles City, MT 59301

Certificate of Dedication

The undersigned Subdivider of the City View Subdivision hereby dedicates and conveys to the City of Miles City, Montana the water and sewer systems infrastructure located within the Horizon Parkway right-of-way and south of Horizon Parkway right-of-way, to be accepted and maintained by the City of Miles City. Said water and sewer infrastructure dedicated to the City of Miles City is located as shown on the engineering plans, certification, and as-built drawings dated August 4, 2022 by Brosz Engineering, Inc. for the "City View Subdivision Water & Sewer Project", filed at the Custer County Clerk and Recorder's Office as document number 181607.

[Signature]

Matthew J. Lothspeich, Subdivider

2/7/23

Date

STATE OF MONTANA)

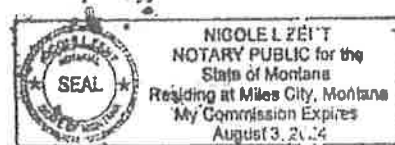
) ss

COUNTY OF CUSTER)

On this 07 day of February, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Matthew J. Lothspeich, who executed the within instrument and acknowledged to me that he executed the same on behalf of L & L Development LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

[Signature]
Signature of Notary Public



(NOTARIAL SEAL)

RESOLUTION NO. 4496

A RESOLUTION ACCEPTING WATER AND SEWER INFRASTRUCTURE INSTALLED TO SERVE THE CITY VIEW SUBDIVISION INTO THE CITY OF MILES CITY'S MUNICIPAL WATER AND SEWER SYSTEMS.

WHEREAS, L & L Development LLC is the Subdivider of a platted subdivision known as City View Subdivision, recorded in Envelope 592A, Document No. 179435, records of the Custer County Clerk & Recorder's Office; and

WHEREAS, the City of Miles City conditioned its approval of the City View Subdivision on the Subdivider dedicating the water and sewer systems infrastructure within the Horizon Parkway right-of-way and south of the Horizon Parkway right-of-way to the City of Miles City, so that the infrastructure will be taken over and maintained by the City; and

WHEREAS, the Subdivider and Subdivider's engineer have certified completion of the water and sewer system infrastructure improvements required by the City's approval of the subdivision; and

WHEREAS, the Subdivider has recorded a Certificate of Dedication of said water and sewer infrastructure dedicating the infrastructure to the City of Miles City at the Custer County Clerk and Recorder's Office as document number 181608; and

WHEREAS, the water and sewer infrastructure dedicated to the City is located as shown on the engineering plans, certification, and as-built drawings dated August 4, 2022 by Brosz Engineering, Inc. for the "City View Subdivision Water & Sewer Project", filed at the Custer County Clerk and Recorder's Office with the Certificate of Dedication cited above; and

WHEREAS, the City Council wishes to accept the water and sewer infrastructure into the City of Miles City's municipal water and sewer systems, to be maintained by the City as part of the City's municipal systems.

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

1. The City Council hereby accepts the water and sewer systems infrastructure within the Horizon Parkway right-of-way and south of the Horizon Parkway right-of-way into the City of Miles City's municipal water and sewer systems, to be maintained by the City as part of the City's municipal systems; and
2. The above-referenced water and sewer infrastructure is to be maintained by the City as part of the City's municipal systems; and
3. Per the terms of the Subdivision Improvements Agreement between the City and L & L Development, the Subdivider warrants said improvements against any and all defects for a

period of one (1) year from the date of acceptance of the completion of those improvements by the City, and therefore, any repairs that become necessary within one year of the date of this Resolution due to construction defects shall be at the expense of the Subdivider.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14TH DAY OF FEBRUARY, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4497

A RESOLUTION APPROVING AN AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT FOR CITY VIEW SUBDIVISION.

WHEREAS, the City of Miles City planning department and City Council have reviewed requests by L & L Development LLC to extend the Subdivision Improvements Agreement associated with the City View Subdivision, accept portions of the improvements as complete, and release portions of the financial security for improvements that have been completed to date; and

WHEREAS, the Subdivider and Subdivider's engineer have certified completion of portions of the improvements required by the City's approval of the City View Subdivision; and

WHEREAS, the City Council accepts the portions of improvements that are certified by the Subdivider and Subdivider's engineer as complete, and as such is allowing the financial security to be reduced accordingly; and

WHEREAS, the City Council finds that it is in the City's best interest to grant an extension to allow the Subdivider until December 31, 2023 to complete the remaining improvements; and

WHEREAS, the City Council finds that an Amended Subdivision Improvements Agreement for said City View Subdivision should be approved.

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

1. The City Council hereby accepts as complete the portions of improvements that are certified complete by the Subdivider and Subdivider's engineer, and as such is allowing the financial security to be reduced accordingly; and
2. The City Council hereby grants an extension to allow the Subdivider until December 31, 2023 to complete the remaining improvements; and
3. An Amended Subdivision Improvements Agreement for the City View Subdivision, attached hereto and made a part hereof, is hereby approved and adopted by this council; and
4. This approval is contingent upon review of the letter of credit by the City Attorney and acting Subdivision Administrator to ensure the financial security is of the proper amount, and with the appropriate expiration date, as outlined by the attached Amended Subdivision Improvements Agreement; and
5. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Amended Subdivision Improvements Agreement 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, THIS 14TH DAY OF FEBRUARY, 2023.**

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Return after recording to:
City of Miles City
PO Box 910
17 S 8th Street
Miles City, MT 59301

AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of February, 2023 by and between the City Council of the City of Miles City, Montana, Party of the First Part and hereinafter referred to as the City, and L & L Development LLC, a Limited Liability Company, located at 2323 South Haynes Avenue, Miles City, MT 59301, Party of the Second Part and hereinafter referred to as the Subdivider.

WHEREAS, the Subdivider is the owner and Subdivider of a platted subdivision known as City View Subdivision, recorded in Envelope 592A, Document No. 179435, records of the Custer County Clerk & Recorder's Office; and

WHEREAS, the City Council of the City of Miles City and L & L Developers LLC entered into a Subdivision Improvements Agreement to allow the Subdivider to bond for certain improvements on February 9, 2022; and

WHEREAS, since February 9, 2022, the final plat of the City View Subdivision has been recorded and L & L Developers LLC has conveyed the City View Subdivision lots to L & L Development LLC, with L & L Development LLC assuming the responsibilities of the Subdivider to complete the subdivision improvements in accordance with the Subdivision Improvements Agreement; and

WHEREAS, the Subdivision Improvements Agreement dated February 9, 2022 gave a period of one year and a deadline of February 9, 2023 for the required improvements to be completed; and

WHEREAS, the Subdivider has completed and certified completion of portions of the improvements required by the City's approval of the City View Subdivision; and

WHEREAS, the City Council has accepted the portions of improvements that are certified by the Subdivider and Subdivider's engineer as complete, and as such is allowing the financial security to be reduced accordingly; and

WHEREAS, the required improvements listed in Exhibit A have not been completed at this time;

and

WHEREAS, the Subdivider has requested an extension to allow until December 31, 2023 to complete the remaining improvements listed in Exhibit A; and

WHEREAS, the City Council has determined it is in the City's best interest to grant an extension to allow the Subdivider until December 31, 2023 to complete the remaining improvements listed in Exhibit A; and

WHEREAS, the City Council requires a financial security of 150% of the estimated cost of the remaining improvements, which is calculated in Exhibit A; and

WHEREAS, the estimated cost of construction and final engineering certification of said remaining improvements is the sum of \$403,910.32, and 150% of the estimated cost of the remaining improvements is \$605,865.48, which is the amount of the required financial security at this time.

NOW THEREFORE, in consideration of the approval of the final plat of said Subdivision by the City, the Subdivider hereby agrees as follows:

1. The Subdivider shall maintain a financial security of a letter of credit from Stockman Bank of Miles City, Montana in the amount of no less than \$605,865.48. Said financial security shall have an expiration date of not less than sixty (60) days following the date set for completion of the improvements.
2. The financial security shall guarantee funds in the sum of \$605,865.48, 150% of the estimated cost of completing the remaining improvements listed in Exhibit A.
3. Said required improvements shall be fully completed by December 31, 2023.
4. If the Subdivider fails to complete the specified improvements within the required period, the financial security will be payable to the City immediately.
5. Upon completion of the required improvements, the Subdivider shall submit to the City statements certifying that:
 - i. All required improvements are complete.
 - ii. The improvements are in compliance with the minimum standards specified by the City for their construction and that the Subdivider warrants said improvements against any and all defects for a period of one (1) year from the date of acceptance of the completion of those improvements by the City.
 - iii. The Subdivider knows of no defects in those improvements.
 - iv. These improvements are free and clear of any encumbrances or liens.
 - v. All applicable fees and surcharges have been paid.

6. The Subdivider shall provide for inspection of all required improvements by a registered professional engineer before the Subdivider shall be released from the Subdivision Improvement Agreement.
7. The Subdivider shall submit to the Miles City Community Service and Planning Department copies of final plans, profiles, grades and specifications of said improvements, with the certification of the registered professional engineer responsible for their preparation that all required improvements have been installed in conformance with said specifications.
8. If the City determines that any improvements are not constructed in compliance with the specifications, it shall furnish the Subdivider with a list of specific deficiencies and may withhold collateral sufficient to ensure such compliance. If the City determines that the Subdivider will not construct any or all of the improvements in accordance with the specifications, or within the required time limits, it may withdraw the collateral in the financial security and employ such funds as may be necessary to construct the improvement or improvements in accordance with the specifications. The unused portions of the collateral shall be returned to the Subdivider.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year herein before written.

City of Miles City (Party of the First Part):

 Mayor John Hollowell

 Date

Attest:

 Mary Rowe, City Clerk

 Date

Subdivider (Party of the Second Part), L & L Development LLC, by: Matthew J. Lothspeich and Roger L. Lothspeich:

 Matthew J. Lothspeich, Subdivider

 Date

Roger L. Lothspeich, Subdivider

Date

STATE OF MONTANA)

) ss

COUNTY OF CUSTER)

On this ____ day of _____, 202____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Matthew J. Lothspeich and Roger L. Lothspeich, who executed the within instrument and acknowledged to me that they executed the same on behalf of L & L Development LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Signature of Notary Public

(NOTARIAL SEAL)

EXHIBIT A

LIST OF INCOMPLETE IMPROVEMENTS FOR CITY VIEW SUBDIVISION

The following improvements, required by the conditions of approval for City View Subdivision, are not complete as of February 14, 2023:

- Electrical utilities to each lot.
- Horizon Parkway Extension: Including widening, construction, curb, gutter, sidewalk, and paving from end of current pavement to and including the approach to Lot 2D.
- Parkhill Drive Extension: Paving of the turnaround.
- Traffic Signs.
- Mail Facilities.
- Engineering Costs: Design, Inspection, Certified As-Builts, and Permitting.

Remaining Items from Diamond J Construction Bid = \$325,122.75

Brosz Engineering Bid = \$35,000.00

Tongue River Electric = \$43,637.57

City Signage Bid = \$150.00

Total Estimated Cost of Remaining Improvements/Engineering = \$403,910.32

Total Cost x 150% = \$605,865.48

RESOLUTION NO. 4498

A RESOLUTION APPROVING AN “AMENDMENT TO ENGINEER-OWNER AGREEMENT” WITH KLJ ENGINEERING, LLC, FOR FLOODPLAIN SERVICES.

WHEREAS, the City of Miles City has engaged the services of KLJ Engineering, LLC (KLJ), to provide floodplain management and floodplain control engineering services, pursuant to a 5-year term agreement entered into in 2017 and approved by Resolution No. 4050;

AND WHEREAS, the City and KLJ find it mutually beneficial to extend the term of said agreement for an additional 5-year period.

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

1. That the “Amendment to Engineer-Owner Agreement” 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 document 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, THIS 14TH DAY OF FEBRUARY, 2023.

John Hollowell, Mayor

ATTEST:

City Clerk

**AMENDMENT TO ENGINEER-OWNER AGREEMENT
(Floodplain Management, Flood Control and Related Services)
Amendment No. One (1)**

Background Data

- A. Effective Date of Owner-Engineer Agreement: May 9, 2017
- B. Engineer: KLJ Engineering LLC (formerly known as Kadrmas, Lee & Jackson, Inc.)
- C. Owner: City of Miles City, Montana
- D. Project: Term Contract for Floodplain Management, Flood Control and Related Services
- E. This Part of the Project: Article 3 – Term; Times for Rendering Services

Nature of Amendment (check all that apply)

- Additional services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications to payment to Engineer
- Modifications to time(s) for rendering Services

Description of Modifications

The 5-year term contract is renewed and will extend through the 2022-2027 cycle. The original Agreement Between Owner and Engineer for Professional Services Task Order Edition (EJCDC No. E-505) between was dated May 9, 2017 and is attached for reference. The Agreement is hereby amended as follows:

- 1) The Effective Date of the Agreement as shown on Page 1 is modified to be the same date as the Effective Date of this Amendment No. 1, which is May 9, 2022. As stated in Article 3.01, the Agreement shall be effective until May 9, 2027.

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 9, 2022.

Attachments: Original Agreement for Floodplain Management, Flood Control and Related Services

ENGINEER: KLJ Engineering LLC

OWNER: City of Miles City, Montana

By: _____
Title: _____
Date Signed: _____

By: John Hollowell
Title: Mayor
Date Signed: _____

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
(Floodplain Management, Flood Control and Related Services)**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of May 9, 2017 ("Effective Date of the Agreement") between
City of Miles City, PO Box 910, Miles City, MT 59301 ("Owner") and
Kadmas, Lee & Jackson, Inc., 4585 Coleman Street, Bismarck, ND 58503 ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.
- D. Task Orders executed as part of this Agreement pertain to Engineer providing general on-call professional services related to flood control, floodplain management, and associated tasks. These services may include, but are not limited to, assisting with the U.S. Army Corps of Engineers Section 205 Feasibility Study and subsequent related professional services requested by Owner for Task Orders related to flood control and floodplain management as well as ancillary tasks and projects.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by

reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Times for Rendering Services

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time

for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause

Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of

personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**

- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability

of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner’s Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, “Payments to Engineer,” of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer’s scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, “Services of Engineer,” and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, “Services of Engineer,” of the specific Task Order. **(Not Included)**
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders. **(Not Included)**
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.06 Affirmative Action: Engineer and sub-consultant or sub-contractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

By: [Signature]
Print Name: John Hollowell
Title: MAYOR
Date Signed: 6-6-17

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: [Signature]
Print Name: Barry Schmepp
Title: CFO
Date Signed: 6-22-17

Engineer License or Firm's Certificate No. (if required):

State of: MT PEL-EF-LIC-37

Date Signed: 6-6-17

Date Signed: 6-22-17

Address for Owner's receipt of notices:

City of Miles City
Po Box 910
Miles City, MT 59301

Address for Engineer's receipt of notices:

Kadrmas, Lee & Jackson, Inc.
4585 Coleman Street
Bismarck, ND 58503

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Samantha Malenovsky
Title: Floodplain Administrator
Phone Number: 406-234-3493
Address: 17 S. 8th St.

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Carl Jackson
Title: Project Manager
Phone Number: 406-245-5499
Address: 2611 Gabel Road, Billings MT 59102

E-Mail Address: smalenovsky@
miles-city-mt.org

E-Mail Address: carl.jackson@kljeng.com

SUGGESTED FORM OF
TASK ORDER

Original Agreement

This is Task Order
No. _____, consisting of
_____ pages.

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated May 9, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- as follows: [] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

[or]

- the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

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- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
 - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state "Does not apply" or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit ***(Not Included)***

~~Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.~~

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate "None" here in 2.D, or delete 2.D in its entirety.]***

E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

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3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- as follows: [] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

[or]

- those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Task Order.]***

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of Owner’s authorization to proceed with Preliminary Design Phase services.

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Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

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	Description of Service	Amount	Basis of Compensation
1.	Basic Services (Part 1 of Exhibit A)	\$[]	[]
	a. Study and Report Phase (A1.01)	\$[]	[]
	b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
	c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
	d. Construction Phase (A1.05)*	\$[]	[]
	e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
	f. Post-Construction Phase (A1.06)	\$[]	[]
	g. Commissioning Phase (A1.07)	\$[]	[]
	h. Other Services (see A1.08, and 2.D above)	\$[]	[]
	TOTAL COMPENSATION (lines 1.a-h)	\$[]	
2.	Additional Services (Part 2 of Exhibit A)	(N/A)	[]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a [] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

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11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [] .

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. (if required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

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This is **EXHIBIT A**, consisting of 15 pages, referred to in and part of the **Task Order** dated [_____].

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: *[List the specific potential solutions here.]*
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

Exhibit A – Engineer's Services

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7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
 8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

Exhibit A – Engineer's Services

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A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

Exhibit A – Engineer's Services

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10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

- of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
 - C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or

other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

[Note: If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

Exhibit A – Engineer's Services

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5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any

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Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept*: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations*: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has

progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also

provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services*: Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

A. *Advance Written Authorization Required*: During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

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6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated May 9, 2017.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

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- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
 10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the

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- duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
 12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
 13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
 16. Place and pay for advertisement for Bids in appropriate publications.
 17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
 18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
 20. Perform or provide the following: None.

Exhibit B— Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated May 9, 2017.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of **3.4** for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.0**.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of **1.15**.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

~~C2.04 *Serving as a Witness*~~

- ~~A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.~~

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated May 9, 2017.

Reimbursable Expenses Schedule

A schedule of reimbursable expenses is not included. Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Reimbursement for expenses as of the date of the Agreement are at Engineer's cost.

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated May 9, 2017.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

[Note: If applicable, insert standard hourly rate schedule in effect at time of Task Order.]

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated May 9, 2017.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.

- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.

- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated May 9, 2017.

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated May 9, 2017.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - f. Professional Liability –
 - 1) Each Claim Made: \$2,000,000
 - 2) Annual Aggregate: \$4,000,000

Exhibit G - Insurance

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 and American Society of Civil Engineers. All rights reserved.

2. By Owner:
- a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident \$500,000
 - 2) Bodily injury by disease, each employee \$ N/A
 - 3) Bodily injury/disease, aggregate \$ N/A
 - c. General Liability –
 - 1) General Aggregate: \$ N/A
 - 2) Each Occurrence
(Bodily Injury and Property Damage): \$1,500,000
 - d. Excess Umbrella Liability --
 - 1) Each Occurrence: \$ N/A
 - 2) General Aggregate: \$ N/A
 - e. Automobile Liability –
 - 1) Combined Single Limit
(Bodily Injury and Property Damage): \$1,500,000
 - f. Other (specify): \$ N/A
- B. Additional Insureds:

- ~~1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.~~
- ~~2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~
3. The Owner shall be listed on Engineer's general liability and umbrella policies, which shall be endorsed to be primary/non-contributory.

Exhibit G - Insurance

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated May 9, 2017.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 Dispute Resolution

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by a mutually agreed upon mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated May 9, 2017.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

6.11.A Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, the Task Order, or the Specific Project, from any cause or causes, including but not limited to:
 - B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

Exhibit I – Limitations of Liability

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated May 9, 2017.

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$[]
- b. Net change for prior amendments: \$[]
- c. This amendment amount: \$[]
- d. Adjusted Task Order amount: \$[]

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

RESOLUTION NO. 4499

A RESOLUTION OF THE CITY OF MILES CITY APPROVING A “UTILITY EASEMENT” AND “EASEMENT GRANT” FROM THE STATE OF MONTANA.

WHEREAS, the City of Miles City and other agencies, entities, and companies provide utility services within and around the City of Miles City;

AND WHEREAS, the State of Montana owns certain real property within the City of Miles City’s utility service area, and desires to grant utility easements across their property as more specifically set forth in the attached exhibits;

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

1. The “Utility Easement” and “Easement Grant,” attached hereto as Exhibits “A” and “B” respectively, are hereby approved by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute the same on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A VOTE OF TWO-THIRDS OF THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 14TH DAY OF FEBRUARY, 2023.

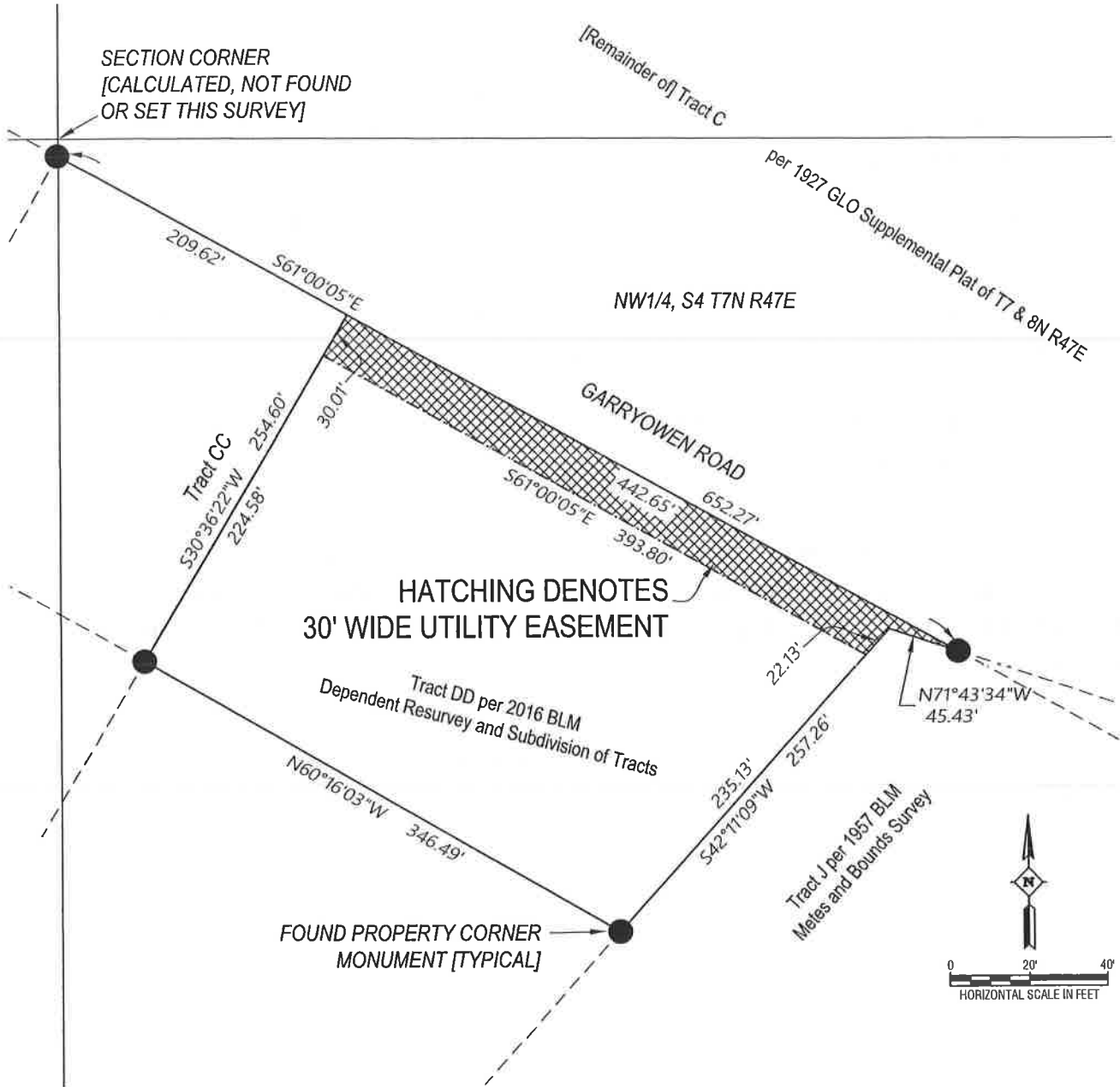
John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

EXHIBIT A
 NW1/4, SECTION 4, T7N, R47E, P.M.M.
 CUSTER COUNTY, MONTANA

SW1/4, SEC. 33 T8N R47E



SHEET NO. 3 OF 3

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 Sidney, MT 59270
 (406) 433.5617
 www.interstateeng.com

CUSTER COUNTY, MONTANA

OWNER(S): STATE OF MONTANA
 FOR: MONTANA DEPARTMENT OF NATURAL RESOURCES
 PURPOSE: EASEMENT EXHIBIT

DRAWN BY: ALK
 CHECKED BY: ALK

PROJECT NO: Y21-00-166.01
 DATE: 01/04/2023

SEC	T	R
4	7N	47E

EASEMENT GRANT

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of value received, grants to the City of Miles City, whose address is P.O. Box 910, Miles City, Montana, 59301, and every firm or corporation providing or offering to provide utility services (hereinafter referred to collectively as "Grantee") a utility easement corridor upon and across State lands for buried telecommunications cable, electric power line, natural gas pipeline, cable television cable, water and sewer pipelines (collectively known as Utility Services), as follows:

A 30-foot wide strip of land across Tract DD of Dependent Resurvey and Subdivision of Tracts in Section 4, Township 7 North, Range 47 East, Principal Meridian Montana, Custer County, Montana, as shown and depicted on the Exhibit attached hereto and made a part hereof and containing 0.30 acres, more or less.

The grant of this easement is subject to the following conditions:

The Grantee(s) shall comply with the Montana Antiquities Act, Title 22, Chapter 3, MCA. In particular, Sections 22-3 and parts 4 and 8.

It is also agreed that Grantee(s) shall comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to ensure that the environment will be adequately protected and the public health and safety not be endangered.

The Grantee(s) shall be responsible for controlling any noxious weeds introduced by Grantees' activity on state-owned land. The Grantees' methods of control must be reviewed by the Grantor's Area Field Office that has jurisdiction for that locale.

The Grantee(s) shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 MCA et. seq., as follows:

The Grantee(s) shall notify the local weed board that is responsible for that geographical area that the project is located in. If Grantee(s) disturb vegetation for any reason, Grantee(s) shall be required to revegetate the disturbed area. The Grantee(s) shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding; fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board.

The Grantee(s) herein specifically agrees that the said Utility Services shall be buried at a depth sufficient to not interfere with other uses of the surface of the land.

It is further agreed by Grantee(s) that they shall ensure the utility corridor is backfilled, graded and revegetated upon installation of each utility provided for herein. All disturbed areas

shall be revegetated to the satisfaction of the State. If the first seeding of compatible grass species does not germinate to the

satisfaction of the Department, the Grantee(s) may be required to reseed in those areas open to erosion and weeds. Upon termination of this easement, Grantee(s) shall reclaim the entire area in accordance with this paragraph.

Provided, further, that the easement granted herein shall be assignable only with the written approval of the Director, Department of Natural Resources and Conservation and on the forms prescribed by the Department

Provided, however, that the right of way granted herein is not exclusive and does not interfere with the Grantor and its successor, assigns or purchasers of State products or other parties authorized to use State land, in their right, at all times to go upon, cross and re-cross the land covered by said right of way, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to Grantee.

Provided, that Grantor may terminate this easement for a material breach of any of the conditions or provisions of this easement. Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as an easement shall cease to be used for such purpose, the easement shall terminate upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this _____ day of _____ A.D. 2023.

.....
Governor of the State of Montana

ATTEST:

.....
Secretary of State

Countersigned by:

.....
Director, Department of Natural Resources and Conservation

Accepted and Approved:

.....
Applicant

.....
Printed Name

Claims

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Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
136759	86307S	2910 TONGUE RIVER ELECTRIC	617.91					
1	12/25/22	Southgate Lighting	525.00			2450 51 430263	341	101000
2	12/20/22	Government Hill Tower	47.57		32160	2850 105 420140	341	101000
3	12/20/22	Mildred Tower	45.34		32160	2850 105 420140	341	101000
136760	-99432C	4019 WEX BANK	21,742.78					
1	01/30/23	FUEL	927.57		31393	1000 13 460433	231	101000
3	01/30/23	FUEL	8,128.83		31393	2510 107 430220	231	101000
4	01/30/23	FUEL	2,032.20		31393	2520 108 430220	231	101000
6	01/30/23	FUEL	138.56		31265	5210 22 430530	231	101000
7	01/30/23	FUEL	138.56		31265	5210 80 430540	231	101000
8	01/30/23	FUEL	277.14		31265	5310 33 430640	231	101000
9	01/30/23	FUEL	138.56		31265	5310 32 430690	231	101000
10	01/30/23	FUEL	1,674.16		32008	1000 7 420460	231	101000
11	01/30/23	FUEL	1,598.66		32008	5510 10 420730	231	101000
12	01/30/23	FUEL	3,293.50		31176	1000 5 420140	231	101000
13	01/30/23	FUEL	94.84		31176	1000 21 440600	231	101000
15	01/30/23	FUEL	593.61		32112	5210 23 430550	231	101000
16	01/30/23	FUEL	593.60		32112	5310 31 430630	231	101000
17	01/30/23	FUEL	2,027.19*		1538	5610 87 430300	231	101000
18	01/30/23	FUEL	85.80		30511	2394 18 420531	231	101000
136761	86308S	1535 LUCAS & TONN PC	100.00					
1	01/23/23	Westlaw ~ Professional Service	100.00		022017	1000 4 411100	350	101000
136762	86309S	2914 TOURISM BUSINESS IMPROVEMENT	2,684.00					
1	01/30/23	TBID ~ Monthly January	2,684.00			7370 212500		101000
136763	86296S	394 BOSS INC	606.61					
1	518490 01/05/23	Finance	113.85*		31317	1000 3 410500	220	101000
2	516433 12/28/22		20.86		31317	5210 25 430510	220	101000
3	516433 12/28/22		20.86		31317	5310 29 430610	220	101000
4	516434 12/28/22	Building Inspector	3.52		31391	2394 18 420531	210	101000
5	471507 06/06/22	Police	271.96		31174	1000 5 420140	210	101000
6	503909 10/27/22	Dispatch	39.96*		32154	1000 5 420160	210	101000
7	504213 10/28/22		70.28*		32154	1000 5 420160	210	101000
8	497551 09/28/22		65.32*		32154	1000 5 420160	210	101000
136764	86293S	2830 STAR PRINTING & SUPPLY	240.89					
4	300091 12/12/22	City Court	35.08		31468	1000 6 410300	210	101000
5	27444 11/23/22	Noble	113.07		300367	1000 4 411100	210	101000
6	27444 11/23/22		21.69		300367	1000 4 411100	210	101000
7	27444 11/15/22		71.05		300220	1000 4 411100	210	101000

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136765	86298S	572 VERIZON WIRELESS	624.68					
1	01/07/23	Sims Cards for PCSO, CCSO, MCP	624.68		32159	2850 105 420140	345	101000
136766	-99435C	1921 MONTANA MUNICIPAL INTERLOCAL	261.46					
1	01/05/23	January Retiree Premiums	261.46			1000 362022		101000
136767	86310S	498 CENTURY LINK	1,941.84					
1	01/21/23	9-1-1 Phone System	1,941.84		32162	2850 105 420140	345	101000
136769	-99429E	373 MASTERCARD	28,943.80					
1	01/20/23		52.87			1000 3 410500	210	101000
2	01/20/23		100.91			1000 5 420140	210	101000
3	01/20/23		404.76			1000 5 420140	220	101000
4	01/20/23		17.75			1000 5 420140	311	101000
5	01/20/23		76.27			1000 5 420140	347	101000
6	01/20/23		14.99			1000 5 420140	350	101000
7	01/20/23		1,126.51*			1000 5 420140	366	101000
8	01/20/23		560.00			1000 5 420140	380	101000
9	01/20/23		463.20*			1000 5 420160	210	101000
10	01/20/23		19.35			1000 7 420460	210	101000
13	01/20/23		32.50			1000 7 420460	211	101000
14	01/20/23		114.81			1000 7 420460	220	101000
15	01/20/23		-27.99			1000 7 420460	223	101000
16	01/20/23		1,679.57			1000 7 420460	226	101000
17	01/20/23		12.99			1000 7 420460	230	101000
18	01/20/23		11.18			1000 7 420460	241	101000
19	01/20/23		648.05			1000 7 420460	364	101000
20	01/20/23		159.99			1000 7 420460	400	101000
21	01/20/23		77.55*			1000 13 460433	210	101000
22	01/20/23		74.97			1000 13 460433	214	101000
23	01/21/23		263.98			1000 13 460433	226	101000
24	01/20/23		140.55			1000 13 460433	230	101000
25	01/20/23		500.96			1000 13 460433	230	101000
26	01/20/23		133.39			1000 13 460433	231	101000
27	01/20/23		317.20*			1000 13 460433	940	101000
28	01/20/23		420.21			1000 13 460433	363	101000
30	01/20/23		325.65*			1000 13 460433	380	101000
31	01/20/23		147.00*			1000 13 460433	380	101000
34	01/20/23		7.85			1000 21 440600	311	101000
36	01/20/23		114.67			2220 16 460100	210	101000
37	01/20/23		85.07			2220 16 460100	311	101000
38	01/20/23		7.99			2220 16 460100	330	101000
39	01/20/23		545.09			2220 16 460100	382	101000
40	01/20/23		55.49			2510 107 430220	210	101000

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41	01/20/23		12.00			2510 107 430220	214	101000
42	01/20/23		303.98			2510 107 430220	226	101000
43	01/20/23		197.68			2510 107 430220	230	101000
44	01/20/23		758.59			2510 107 430220	363	101000
46	01/20/23		50.91			2510 107 430220	380	101000
47	01/20/23		13.87			2520 108 430220	210	101000
48	01/20/23		3.00			2520 108 430220	214	101000
49	01/20/23		76.00			2520 108 430220	226	101021
50	01/20/23		49.41			2520 108 430220	230	101000
51	01/20/23		189.66			2520 108 430220	363	101000
52	01/20/23		12.73*			2520 108 430220	380	101000
53	01/20/23		160.04			2850 105 420140	345	101000
54	01/20/23		53.97			2985 15 450330	220	101004
55	01/20/23		240.00			2985 15 450340	311	101000
56	01/20/23		151.75			2985 15 450351	220	101008
57	01/20/23		37.01			5210 22 430530	210	101000
59	01/20/23		25.00			5210 22 430530	214	101000
60	01/20/23		167.58			5210 22 430530	220	101000
61	01/20/23		262.73			5210 22 430530	230	101000
62	01/20/23		4.00			5210 22 430530	311	101000
63	01/20/23		600.80			5210 23 430550	214	101000
64	01/20/23		156.41			5210 23 430550	220	101000
65	01/20/23		172.26			5210 23 430550	226	101000
66	01/20/23		422.83			5210 23 430550	230	101000
67	01/20/23		2,193.39			5210 23 430550	235	102270
68	01/20/23		633.29			5210 23 430550	360	101000
69	01/20/23		371.73			5210 23 430550	363	101000
70	01/20/23		52.86			5210 25 430510	210	101000
73	01/20/23		36.02			5210 80 430540	210	101000
74	01/20/23		25.00			5210 80 430540	214	101000
75	01/20/23		109.69			5210 80 430540	220	101000
76	01/20/23		441.19			5210 80 430540	222	101000
77	01/20/23		286.49			5210 80 430540	230	101000
78	01/20/23		9.18			5210 80 430540	311	101000
79	01/20/23		52.86			5310 29 430610	210	101000
80	01/20/23		37.47			5310 31 430630	214	101000
81	01/20/23		160.44			5310 31 430630	220	101000
82	01/20/23		172.28			5310 31 430630	226	101000
85	01/20/23		184.14			5310 31 430630	230	101000
86	01/20/23		633.28			5310 31 430630	360	101000
87	01/20/23		818.79			5310 31 430630	363	101000
88	01/20/23		36.01			5310 32 430690	210	101000
89	01/20/23		2,665.49			5310 32 430690	214	101000
90	01/20/23		96.31			5310 32 430690	220	101000
91	01/20/23		94.91			5310 32 430690	230	101000

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92	01/20/23		36.02			5310 33 430640	210	101000
93	01/20/23		24.99			5310 33 430640	214	101000
94	01/20/23		290.16			5310 33 430640	220	101000
95	01/20/23		499.47			5310 33 430640	222	101000
96	01/20/23		83.52			5310 33 430640	230	101000
97	01/20/23		4.00			5310 33 430640	311	101000
98	01/20/23		6.05*			5510 10 420730	210	101000
99	01/20/23		19.49			5510 10 420730	220	101000
100	01/20/23		1,788.85			5510 10 420730	222	101000
101	01/20/23		67.00			5510 10 420730	364	101000
102	01/20/23		786.87			5510 10 420730	370	101000
103	01/20/23		288.12			5610 87 430300	220	101000
104	01/20/23		1,928.19			5610 87 430300	230	101000
105	01/20/23		73.65			5610 87 430300	230	101000
106	01/20/23		328.08			5610 87 430300	345	101000
107	01/20/23		172.35*			5610 87 430300	363	101000
108	01/20/23		39.08*			5610 87 430300	363	101000
109	01/20/23		10.85			6040 910 430220	210	101000
110	01/20/23		399.99			6040 910 430220	214	101000
111	01/20/23		42.71			6040 910 430220	230	101000
112	01/20/23		136.00			1000 7 420460	220	101000
136770	-99438C 4187 MOFI		1,162.96					
1	01/05/23	Fire Training Center Payment45	567.08			1000 7 490500	654	101000
2	01/05/22		595.88			1000 7 490500	655	101000
136771	86295S 4076 EXPRESS LAUNDRY, LLC COMMERCIAL		249.50					
1	54645 12/13/22	City Hall Rugs	34.50		31383	1000 8 411230	360	101000
2	54962 12/27/22	City Hall Rugs	34.50		31388	1000 8 411230	360	101000
4	55030 12/30/22	Shop	20.50		32451	6040 910 430220	360	101000
5	54404 12/02/22		20.50		30592	6040 910 430220	360	101000
6	54890 12/23/22	WWTP	15.00		31650	5310 33 430640	360	101000
7	53037 10/30/22		15.00		31650	5310 33 430640	360	101000
8	53649 10/28/22		15.00		31650	5310 33 430640	360	101000
9	54832 12/21/22	WTP	19.50		31650	5210 22 430530	360	101000
10	52987 09/28/22		19.50		31650	5210 22 430530	360	101000
11	53596 10/26/22		19.50		31650	5210 22 430530	360	101000
12	54977 12/27/22	PD	18.00		31173	1000 5 420140	360	101000
13	54663 12/13/22		18.00		31165	1000 5 420140	360	101000

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136772	-99428E	1970 MONTANA DAKOTA UTILITIES	55,421.70					
1	GAS/ELECTRIC ~ FD		426.30			1000 7 420460	341	101000
2	GAS/ELECTRIC ~ FD		1,105.79			1000 7 420460	344	101000
3	GAS/ELECTRIC ~ City Hall		344.27			1000 8 411230	341	101000
4	GAS/ELECTRIC ~ City Hall		937.64			1000 8 411230	344	101000
5	GAS/ELECTRIC ~ Parks		603.53			1000 13 460433	341	101000
6	GAS/ELECTRIC ~ Parks		875.39			1000 13 460433	344	101000
7	GAS/ELECTRIC ~ Bath House		100.07			1000 14 460445	341	101000
8	GAS/ELECTRIC ~ Animal Shelter		46.19			1000 21 440600	341	101000
9	GAS/ELECTRIC ~ Animal Shelter		111.56			1000 21 440600	344	101000
10	GAS/ELECTRIC ~ Library		514.53			2220 16 460100	341	101000
11	GAS/ELECTRIC ~ Library		691.87			2220 16 460100	344	101000
14	GAS/ELECTRIC ~ District 165		4,434.02			2400 46 430263	341	101000
15	GAS/ELECTRIC ~ Rental Fee		8,836.60			2400 46 430263	533	101000
16	GAS/ELECTRIC ~ District 167		625.67			2420 48 430263	341	101000
17	GAS/ELECTRIC ~ Rental Fee		1,054.80			2420 48 430263	533	101000
18	GAS/ELECTRIC ~ District 171		184.03			2430 49 430263	341	101000
19	GAS/ELECTRIC ~ District 172		1,286.97			2440 50 430263	341	101000
20	GAS/ELECTRIC ~ District 202		129.78			2470 72 430263	341	101000
21	GAS/ELECTRIC ~ Rental Fee		325.90			2470 72 430263	533	101000
22	GAS/ELECTRIC ~ District 173		33.42			2480 47 430263	341	101000
23	GAS/ELECTRIC ~ Sewer Lift		103.32			2510 107 430220	341	101000
28	GAS/ELECTRIC ~ Water Plant		5,906.30			5210 22 430530	341	101000
30	GAS/ELECTRIC ~ Water Plant		3,908.60			5210 22 430530	344	101000
31	GAS/ELECTRIC ~ Fish & Game		29.69			5210 23 430550	341	101000
32	GAS/ELECTRIC ~ Fish & Game		108.08			5210 23 430550	344	101000
33	GAS/ELECTRIC ~ Fish & Game		29.69			5310 31 430630	341	101000
34	GAS/ELECTRIC ~ Fish & Game		108.08			5310 31 430630	344	101000
35	GAS/ELECTRIC ~ Sewer Lift		2,136.08			5310 32 430690	341	101000
36	GAS/ELECTRIC ~ Sewer Lift		244.59			5310 32 430690	344	101000
38	GAS/ELECTRIC ~ Ambulance		191.53			5510 10 420730	341	101000
39	GAS/ELECTRIC ~ Ambulance		496.81			5510 10 420730	344	101000
42	GAS/ELECTRIC ~ Shop		781.55			6040 910 430220	341	101000
43	GAS/ELECTRIC ~ Shop		997.51			6040 910 430220	344	101000
44	FISH & GAME ~ ELECTRIC		47.51			2510 107 430220	341	101000
45	FISH & GAME ~ ELECTRIC		172.93			2510 107 430220	344	101000
46	FISH & GAME ~ ELECTRIC		11.88			2520 108 430220	341	101000
47	FISH & GAME ~ ELECTRIC		43.23			2520 108 430220	344	101000
50	Airport Electric		1,221.85			5610 87 430300	341	101000
51	Airport Gas		2,589.39			5610 87 430300	344	101000
54	N Daly Sewer Treatment Plant		11,659.03			5310 33 430640	341	101000
55	419 N 7th PD Gallery		240.07			1000 5 420140	344	101000
56	419 N 7th PD Gallery		278.77			1000 5 420140	341	101000
57	419 N 7th PD		222.86			1000 5 420140	341	101000

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58	419 N 7th PD		1,200.63			1000 5 420140	344	101000
59	Splash Pad		23.39			1000 13 460433	341	101000
136773	86311S 700 CUSTER COUNTY WATER & SEWER		19,082.79					
1	01/31/23 CCWSD Water/Sewer Collections		19,082.79			7980 211020		101000
136774	86304S 371 GENERAL DISTRIBUTING CO.		184.86					
1	47473 01/11/23 O2 on Account # 47473		63.46		32014	5510 10 420730	222	101000
2	1209245 01/31/23 Nitrous		121.40		32023	5510 10 420730	222	101000
136775	86312S 4186 BUCKY JOHNSON		47.33					
1	9549356968 12/05/22 Cell Phone Reimbursement		23.67		32118	5210 23 430550	345	101000
2	9549356968 12/05/22		23.66		32118	5310 31 430630	345	101000
136776	86313S 721 DALES CLEANING SERVICE		700.00					
1	01/27/23 City Hall ~ January Cleaning		700.00		32422	1000 0 411230	360	101000
136777	86314S 4013 SOLESTONE REIMB SERVICES		6,433.92					
1	12865 12/04/23 December Billing		3,280.77		32011	5510 10 420730	350	101000
2	12762 11/01/22 Oct Billing		3,153.15		32019	5510 10 420730	350	101000
136778	86315S 4008 PITNEY BOWES		267.18					
1	01/16/23 Postage Quarterly Lease		89.06*			1000 3 410500	220	101000
2			89.06			5210 25 430510	220	101000
3			89.06			5310 29 430610	220	101000
136779	86316S 3292 MONTANA AIR CARTAGE		207.90					
1	YNZ113122 12/01/22 Partners Program crate deli		207.90		31934	2880 39 460100	311	101020
136780	86291S 1721 MID RIVERS TELEPHONE CORP		5,157.40					
1	CITY COURT		128.80			1000 6 410300	345	101000
3	LIBRARY		107.86			2220 16 460100	345	101000
4			126.95			2220 16 460100	347	101000
6	911 EMERGENCY		553.38			2850 105 420140	345	101000
7	911 EMERGENCY 2		475.18			2850 105 420140	341	101000
8	RSVP		126.64*			2985 15 450340	345	101000
9	AIRPORT		57.52			5610 87 430300	345	101000
10			156.95			5610 87 430300	319	101000
11			18.60			5610 87 430300	347	101000
12	MAYOR		101.79			1000 1 410200	345	101000
13	FINANCE		127.94			1000 3 410500	345	101000
14			8.70			1000 3 410500	347	101000
15	ATTORNEY		136.31			1000 4 411100	345	101000
16	POLICE		358.44*			1000 5 420140	345	101000
17			57.86			1000 5 420140	347	101000

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18	PD/DISPATCH		220.43*			1000 5 420160	345	101000
19	FIRE		253.47			1000 7 420460	345	101000
20			50.69			1000 7 420460	347	101000
21	TREASURER		83.14			1000 9 410540	345	101000
22	PARK DEPT		101.97			1000 13 460433	345	101000
23			26.82			1000 13 460433	347	101000
24	ANIMAL CONTROL		100.62*			1000 21 440600	345	101000
25			44.95			1000 21 440600	347	101000
26	PLANNING		68.21			1000 36 411020	345	101000
27	Flood		79.38			1000 201 431200	345	101000
28	BUILDING INSPECTION		105.43			2394 18 420531	345	101000
29	MMD #204		162.35			2510 107 430220	345	101000
30	MMD #205		104.47			2520 108 430220	345	101000
31	WATER PLANT		112.71			5210 22 430530	345	101000
32			22.82			5210 22 430530	347	101000
33	WATER LINES		160.14			5210 23 430550	345	101000
34			11.83			5210 23 430550	347	101000
35	WATER ADMIN		87.76			5210 25 430510	345	101000
36			1.04			5210 25 430510	347	101000
37	WASTE WATER ADMIN		87.75			5310 29 430610	345	101000
38			1.04			5310 29 430610	347	101000
39	SEWER LINES		160.15			5310 31 430630	345	101000
40			11.83			5310 31 430630	347	101000
41	WWTP		99.75			5310 33 430640	345	101000
42			44.95			5310 33 430640	347	101000
43	AMBULANCE		157.56			5510 10 420730	345	101000
44			24.96			5510 10 420730	347	101000
45	CITY SHOP		133.11			6040 910 430220	345	101000
46			26.92			6040 910 430220	347	101000
48	HISTORICAL PRESERVATION		0.03			2935 11 460461	347	101000
49	URBAN RENEWAL		67.71			2310 11 460462	345	101000
50			0.49			2310 11 460462	347	101000
136781	86317S	316 DATA IMAGING SYSTEMS, INC	2,072.95					
1	11002	Finance General	311.05			1000 3 410500	360	101000
2	11002	Finance & Administration Water	194.66			5210 25 430510	360	101000
3	11002	Finance & Administration Sewer	194.66			5310 29 430610	360	101000
4	11002	Mayor	103.68			1000 1 410200	360	101000
5	11002	Planning & Community Services	103.68			1000 36 411020	360	101000
6	11026	Public Utilities Water	223.96			5210 23 430550	360	101000
7	11026	Public Utilites Sewer	223.96			5310 31 430630	360	101000
8	11026	Public Works Maint 204	147.23			2510 107 430220	360	101000
9	11026	Public Works Maint 205	78.80			2520 108 430220	360	101000
10	11026	Treasurer	103.68			1000 9 410540	360	101000
11	11026	TIF	103.68			2310 11 460462	360	101000

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12	11026	Building Inspector	223.96			2394 18 420531	360	101000
13	11036	PC Security	47.96			2510 107 430220	350	101000
14	11036		11.99			2520 108 430220	350	101000
136783	-99437C	523 CITY SERVICE, INC.	1,226.73					
#17								
1	01/01/23	5000 Gallon Truck Principle	1,017.71		1337	5610 87 490500	650	101000
2	01/01/23	5000 Gallon Truck Interest	209.02		1337	5610 87 490500	651	101000
136784	-99427E	4360 ALLEGIANCE BENEFIT PLAN MGMT	80.00					
1		FSA/HSA Admin Fees	4.16			1000 13 460433	143	101000
2			0.24			1000 36 411020	143	101000
3			0.32			1000 201 431200	143	101000
4			6.08			2510 107 430220	143	101000
5			1.68			2520 108 430220	143	101000
6			0.08			2540 109 430220	143	101000
7			3.36			5210 23 430550	143	101000
8			3.28			5310 31 430630	143	101000
9			5.20			5210 22 430530	143	101000
10			2.16			5310 33 430640	143	101000
11			1.36			5310 32 430690	143	101000
12			1.76			6040 910 430220	143	101000
13			0.72			5310 29 430610	143	101000
14			0.72			5210 25 430510	143	101000
15			15.60			1000 5 420140	143	101000
16			5.84			1000 5 420160	143	101000
17			1.04			1000 21 440600	143	101000
18			8.96			1000 7 420460	143	101000
19			4.40			5510 10 420730	143	101000
20			4.48			2220 16 460100	143	101000
21			2.64			1000 3 410500	143	101000
22			1.36			1000 6 410300	143	101000
23			1.12			1000 4 411100	143	101000
24			2.24			5610 87 430300	143	101000
25			1.12			2985 15 450340	143	101000
26			0.08			2935 11 460461	143	101000
136785	86318S	4401 DEBRA L. RIPPEL	800.00					
1	01/27/23	Library Cleaning Contract Sept	800.00		31937	2220 16 460100	360	101000

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136786	86305S 4386 KIMBERLY MEES		750.00					
1	01/26/23 PD Cleaning January 23		750.00		31187	1000 5 420140	350	101000
136787	-99436C 501 CHEM SEARCH		1,010.40					
1	8055787 01/03/23 Flash II Aerosol, Grenadier P		1,010.40		31264	5310 33 430640	220	101000
136788	-99434C 1407 KLJ ENGINEERING LLC		1,738.86					
1	10182495 12/22/22 GIS Data Maintenance		1,738.86		32155	2850 105 420140	350	101000
136789	86319S 2151 Morrison-Maierle System		10,437.25					
1	000042975 07/07/22 Prairie County NetMotion		875.00		32156	2850 105 420140	350	101000
2	000043853 11/03/22 New Dispatch Monitors		558.00		32156	2850 105 420140	350	101000
3	44243 12/30/22 Phone System MCPD		333.00*		31178	1000 5 420140	345	101000
4	000044242 12/30/22 Zuercher Connection Mainten		360.00		32157	2850 105 420140	350	101000
5	000044199 12/30/22 Monthly Maintenance IT		3,685.00		32157	2850 105 420140	350	101000
6	43848 11/03/22 Project Services- Labor		248.25		31191	1000 5 420140	350	101000
7	44430 01/27/23 Zuercher Connection Maintenanc		360.00		32164	2850 105 420140	350	101000
8	44199 01/27/23 Monthly IT Maintenance		3,685.00		32164	2850 105 420140	350	101000
9	44431 01/27/23 Phone System MCPD		333.00*		32501	1000 5 420140	345	101000
136790	86292S 2865 DEPT OF ENVIRONMENTAL QUALITY		210.00					
1	01/06/23 Application Fees & Exam Fees		210.00		31267	5210 22 430530	380	101000
136791	-99433C 1407 KLJ ENGINEERING LLC		3,400.00					
1	10182648 01/05/23 Hangar 10 Project thru 12/10		3,400.00*		1537	5610 87 430320	930	101000
136792	86294S 999999 JAMES GOODSSELL		164.99					
1	01/12/23 Boot Reimbursement		131.99		31399	2510 107 430220	226	101000
2	01/12/23		33.00		31399	2520 108 430220	226	101000
136794	86320S 4134 HUNT ENERGY, LLC		1,874.15					
1	114780 01/12/23 All Depts		749.66		32115	2510 107 430220	363	101000
2	114780 01/12/23		187.41		32115	2520 108 430220	363	101000
3	114780 01/12/23		468.54		32115	5210 23 430550	363	101000
4	114780 01/12/23		468.54		32115	5310 31 430630	363	101000
136795	86321S 52 ABC GLASS & SIGNS, INC.		331.78					
1	I0063990 01/02/23 Unit 25		132.72		32117	2510 107 430220	363	101000
2	I0063990 01/02/23		33.18		32117	2520 108 430220	363	101000
3	I0063990 01/02/23		82.94		32117	5210 23 430550	363	101000
4	I0063990 01/02/23		82.94		32117	5310 31 430630	363	101000

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136796	86322S	4000 AG PARTNERS. LLC	120.38					
1	QM2QY9JB00 12/01/23	Chemicals	120.38		32429	1000 13 460433	222	101000
136797	86323S	1120 C & J ELECTRIC	1,615.15					
1	2472 12/05/23	Globes at Veterans Park	1,015.63		32402	1000 13 460433	350	101000
2	2318 12/28/23	Replaced Light at Veterans Fla	82.59		32402	1000 13 460433	350	101000
3	2320 12/29/23	Parkshop Outlet	300.06		32402	1000 13 460433	350	101000
4	1538 01/23/23	600 Block of Main Light Change	126.87*		32426	2440 50 430263	230	101000
5	1538 01/23/23		90.00		32426	2440 50 430263	360	101000
136798	86324S	2537 RDO EQUIPMENT CO	703.01					
1	P0588112 01/31/23	Filters	281.20		30600	2510 107 430220	363	101000
2	P0588112 01/31/23		70.30		30600	2520 108 430220	363	101000
3	P0588112 01/31/23		175.75		30600	5210 23 430550	363	101000
4	P0588112 01/31/23		175.76		30600	5310 31 430630	363	101000
136799	86325S	1937 MONTANA AERONAUTICS DIVISION	22,024.52					
1	A4137 01/11/23	Principle Due 2023	16,953.00		1546	5610 87 490500	648	101000
2	A4137 01/11/23	Interest Due 2023	826.44		1546	5610 87 490500	649	101000
3	A4170 01/11/23	Principle Due 2023	1,500.00		1546	5610 87 490500	635	101000
4	A4170 01/11/23	Interest Due 2023	285.00		1546	5610 87 490500	636	101000
5	10182022 01/31/23	1/2 Payment Weather Cameras	2,424.38		1554	5610 87 430300	230	101000
6	01232023 02/03/23	PAPI Bulbs	35.70		1557	5610 87 430300	230	101000
136800	86326S	4211 MJC & MCCA	250.00					
1	01/09/23	Spring 2023 Clerk Conference	250.00		31471	1000 6 410300	334	101000
136801	86327S	2240 NOLLEYS WELDING & MACHINE INC	825.00					
1	35347 01/11/23	Repair Freightliner Plow	825.00		1545	5610 87 430300	230	101000
136802	86328S	2560 REGAN PLUMBING & HEATING	472.43					
1	22212977 01/11/23	Repair Office Furnace	304.78		1544	5610 87 430300	230	101000
2	22213180 01/18/23	Repair Water Line in BLM Off	167.65		1549	5610 87 430300	230	101000
136803	86329S	4038 BOBCAT OF MILES CITY	375.29					
1	0164297 01/10/23	Tool Cat Repair	375.29*		1542	5610 87 430300	363	101000
136804	86330S	999999 NATA	297.00					
1	160993 01/10/23	Safety 1st Training	297.00*		1541	5610 87 430300	380	101000

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136805	86331S	975 FIREMANS FUND	2,025.00					
1	3rd Quarte 01/08/23	Quarterly Allotment	2,025.00		32010	1000 7 420460	211	101000
136806	86332S	999999 JOEY KURKOWSKI	98.00					
1	459962 12/27/22	NREMT/ App Fee	98.00*		32009	5510 10 420730	334	101000
136807	86333S	870 EAST MAIN ANIMAL CLINIC	310.85					
1	9830 12/30/22	Vet Bill for Shelter Animals D	137.10*		31177	1000 21 440600	350	101000
2	9956 01/31/23	Vet Bill January	173.75*		31200	1000 21 440600	350	101000
136808	86334S	1780 MILES CITY MOTOR SUPPLY	343.31					
1	950091 01/05/23	Electric Cleaner	19.48*		1539	5610 87 430300	363	101000
2	950209 01/05/23	Electric Parts	49.98*		1539	5610 87 430300	363	101000
3	950981 01/05/23	Knob	11.69*		1539	5610 87 430300	363	101000
4	951560 01/05/23	Blower	118.99*		1539	5610 87 430300	363	101000
5	956337 02/03/23	Connectors	48.73*		1559	5610 87 430300	363	101000
6	957301 02/03/23	Alt Belt	22.99*		1559	5610 87 430300	363	101000
7	958251 02/03/23	Quick Disconnects	71.45*		1559	5610 87 430300	363	101000
136809	86335S	291 ECOLAB PEST ELIMINATION DIVISION	107.12					
1	8615328 01/05/23	Service	107.12		32007	1000 7 420460	220	101000
136810	86336S	4189 L.N. CURTIS AND SONS	6,749.38					
1	663014 12/29/22	Battery	145.38		32006	1000 7 420460	241	101000
2	668994 01/23/23	Turnouts	6,604.00		32021	1000 7 420460	226	101000
136811	86337S	4340 BILLING DOCUMENT SPECIALISTS	2,383.99					
1	86011 12/31/22	Postage	1,192.00		32114	5210 25 430510	320	101000
2	86011 12/31/22		1,191.99		32114	5310 29 430610	320	101000
136812	86338S	2510 QUAD K SUPPLY	116.00					
1	65390 01/05/23	Toilet Paper & Paper Towels	116.00		31394	1000 8 411230	360	101000
136813	86339S	4288 KONE PASADENA	3,240.25					
1	1158462143 01/09/23	Elevator Work	3,240.25		31395	1000 8 411230	360	101000
136815	86340S	4161 DESERT MOUNTAIN COPORATION	7,470.20					
1	22103390 01/05/23	Ice Slicer	5,976.16*		31396	2510 107 430220	220	101000
2	22103390 01/05/23		1,494.04*		31396	2520 108 430220	220	101000

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136816	-99431C	1407 KLJ ENGINEERING LLC	2,044.20					
1	10176588 09/22/22	Gov Services Tongue Levee	200.13		31206	1000 201 431200	350	101000
2	10180720 11/23/22		1,577.27		31206	1000 201 431200	350	101000
3	10182462 12/22/22		266.80		31206	1000 201 431200	350	101000
136817	86341S	4411 POSITIVE CONCEPTS, INC	435.00					
1	0240446-IN 01/13/23	Printer Paper for PD Cars	205.00		31183	1000 5 420140	220	101000
2	240446-IN 01/13/23	Evidence Materials	230.00		31193	1000 5 420140	220	101000
136818	86342S	286 STANLEY CHIROPRACTIC OFFICE	190.00					
1	01/13/23 2	CDL Physicals	152.00		32403	2510 107 430220	350	101000
2	01/03/23		38.00		32403	2520 108 430220	350	101000
136819	86343S 999999	RYAN CAPPS	189.99					
1	01/17/23	Boot Reimbursement	43.84		31268	5210 22 430530	226	101000
2	01/17/23		36.54		31268	5210 80 430540	226	101000
3	01/17/23		36.54		31268	5310 32 430690	226	101000
4	01/17/23		73.07		31268	5310 33 430640	226	101000
136820	86344S	2847 STEADMAN'S ACE HARDWARE	372.93					
1	543067 01/11/23	Garage Door Parts	32.97		1543	5610 87 430300	230	101000
2	543083 01/11/23	Garage Door Parts	9.99		1543	5610 87 430300	230	101000
3	130790 01/05/23	Repair	329.97		32017	1000 7 420460	360	101000
136821	-99430C	1407 KLJ ENGINEERING LLC	7,600.00					
1	10180798 01/19/23	Hangar 10 Project Thru 11/12	7,600.00*		1550	5610 87 430320	930	101000
136822	86345S	4303 PARKER, HEITZ, & COSGROVE, PLLC	90.00					
1	20221092 12/31/22	City vs. Eckart	90.00		31316	1000 2 410100	350	101000
136823	86346S	4133 ONIX NETWORKING COPORATION	7,603.20					
1	BD0035501 12/07/22	Building Inspector	118.80*			2394 18 420531	350	101000
2	BD0035501 12/07/22	City Attorneys	237.60			1000 4 411100	350	101000
3	BD0035501 12/07/22	TIFF	111.08			2310 11 460462	350	101000
4	BD0035501 12/07/22	HP	7.72			2935 11 460461	350	101000
5	BD0035501 12/07/22	Dispatch	950.40*			1000 5 420160	350	101000
6	BD0035501 12/07/22	Finance & Administration	475.20			1000 3 410500	350	101000
7	BD0035501 12/07/22	Finance & Administration Wa	118.80			5210 25 430510	350	101000
8	BD0035501 12/07/22	Finance & Administration Se	118.80			5310 29 430610	350	101000
9	BD0035501 12/07/22	Ambulance	741.31			5510 10 420730	350	101000
10	BD0035501 12/07/22	Fire	1,159.49			1000 7 420460	350	101000
11	BD0035501 12/07/22	Mayor	118.80*			1000 1 410200	350	101000
12	BD0035501 12/07/22	Planning & Community Servic	118.80			1000 36 411020	350	101000
13	BD0035501 12/07/22	Police	2,257.20			1000 5 420140	350	101000

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14	BD0035501 12/07/22	Public Utilities Water	237.60			5210 22 430530	350	101000
15	BD0035501 12/07/22	Public Utilities Sewer	237.60			5310 33 430640	350	101000
16	BD0035501 12/07/22	Public Utilites Water	118.80			5210 23 430550	350	101000
17	BD0035501 12/07/22	Public Utilites Sewer	118.80			5310 31 430630	350	101000
18	BD0035501 12/07/22	Public Works Maint 204	118.80			2510 107 430220	350	101000
19	BD0035501 12/07/22	Public Works Maint 205	118.80			2520 108 430220	350	101000
20	BD0035501 12/07/22	Shop	118.80			6040 910 430220	350	101000
136824	86347S 999999	KEN STEIN	120.00					
1	01/18/23	Postage Stamps	120.00		31472	1000 6 410300	311	101000
136825	86348S 4109	CHS FARMERS ELEVATOR	56.00					
1	IN6955 01/10/23	Grease	56.00		32406	1000 13 460433	220	101000
136826	86349S 2580	REYNOLDS WAREHOUSE GROCERY	9.57					
1	021861942 01/14/23	Supplies	5.84		32013	1000 7 420460	220	101000
2	021861942 01/14/23		3.73		32013	5510 10 420730	220	101000
136827	86350S 2903	TIRE-RAMA	1,604.28					
1	1060027136 01/12/23	Tire Charge	110.00		32012	1000 7 420460	364	101000
2	1060027465 01/30/23	2018 Ford F550 Tires SD	1,494.28		32022	5510 10 420730	364	101000
136828	86351S 869	EAST MONT COMMUNICATIONS	1,412.00					
1	29405 01/17/23	Kenwood Radio Belt Clip	17.00		31184	1000 5 420140	220	101000
2	29496 01/18/23	X-Nut	20.00		32016	5510 10 420730	230	101000
3	29502 01/31/23	Ismay Antenna Install	1,375.00			2850 105 420140	940	101000
136829	86352S 4346	MOUNTAIN ALARM	84.00					
1	3306033 01/01/23	Evidence Alarm Service	42.00		31186	1000 5 420140	220	101000
2	3330872 02/01/23	Monthly Alarm Service	42.00		31192	1000 5 420140	220	101000
136830	86353S 4319	HESER TREE SERVICE LLC	1,200.00					
1	2772 01/19/23	Removed & Cut Up Cottonwood Le	1,200.00		32408	1000 13 460433	360	101000
136831	86354S 4413	ROCKY MOUNTAIN PRINT SOLUTIONS	195.88					
1	01/20/23	1099 & W2 Envelopes	195.88			1000 3 410500	210	101000
136832	86355S 4045	LAND SOLUTIONS	3,144.00					
1	01/21/23 11/25 - 12/24 2022		3,144.00		32409	1000 36 411020	350	101000

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136833	86356S	4209 SIRENNET.COM	5,390.00					
1	266152 01/17/23 Lights		5,390.00*		31741	1000 7 420460	940	101000
136834	86357S	313 FASTENAL	1,233.54					
1	MTMIE96764 01/20/23 60lb Cold Patch		797.44		32412	2510 107 430233	230	101000
2	MTMIE96764 01/20/23		199.36		32412	2520 108 430233	230	101000
3	MTMIE96705 01/27/23 WinterGaurd Gloves		24.52			2510 107 430220	226	101000
4	MTMIE96705 01/27/23		6.13			2520 108 430220	226	101000
5	MTMIE96705 01/27/23		15.33			5210 23 430550	226	101000
6	MTMIE96705 01/27/23		15.32			5310 31 430630	226	101000
7	MTMIE96704 01/27/23		70.18			2510 107 430220	230	101000
8	MTMIE96704 01/27/23		17.54			2520 108 430220	226	101000
9	MTMIE96704 01/27/23		43.86			5210 23 430550	230	101000
10	MTMIE96704 01/27/23		43.86			5310 31 430630	230	101000
136835	86358S	4375 SNAP ON	741.00					
1	0124539072 01/24/23 Tools		741.00		32452	6040 910 430220	214	101000
136836	86359S	1825 MILES COMMUNITY COLLEGE	745.00					
1	01/25/23 Centra Gym Memberships		141.00			5210 22 430530	334	101000
2	01/25/23		94.00			5310 33 430640	334	101000
3	01/25/23		235.00			2220 16 460100	334	101000
4	01/26/23 Room Rental/ Training		40.00		32020	5510 10 420730	350	101000
5	02/06/23 Centra Gym Membership		117.50*			5210 25 430510	334	101000
6	02/06/23		117.50*			5310 25 430610	334	101000
136837	86360S	4162 CROSS PETROLEUM SERVICE	196.04					
1	98613 01/26/23 Aviation Oil		196.04*		1551	5610 87 430300	250	101000
136838	86361S	1321 HOLMLUND MOBILE LOCK & KEY	452.50					
1	95011 01/06/23 Rekey Locks & Keys		232.50		31936	2220 16 460100	360	101000
2	95011 01/12/23 Rekey Locks		165.00		31936	2220 16 460100	360	101000
3	95057 01/20/23 Service Call Combo Lock Work		55.00		31189	1000 5 420140	350	101000
136839	86362S	4357 MCCONE ELECTRIC CO-OP INC	129.62					
1	11/29/22 Sheep Mountain Radio Tower		129.62		32161	2850 105 420140	341	101000
136841	86363S	4414 SHEEP MOUNTAIN TOWERS	2,000.00					
1	01/14/23 Sheep Mountain Tower Rental 22		1,000.00		32158	2850 105 420140	220	101000
2	01/14/23 2023		1,000.00		32158	2850 105 420140	220	101000

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136842	86299S 999999	JIM GARZA	45.00					
1	01/30/23	Meals for AMTOPP Training	36.00		32420	2510 107 430220	370	101000
2	01/30/23		9.00		32420	2520 108 430220	370	101000
136843	86300S 999999	TAYLOR SCHELL	45.00					
1	01/30/23	Meals for AMTOPP Training	36.00		32418	2510 107 430220	370	101000
2	01/30/23		9.00		32418	2520 108 430220	370	101000
136844	86301S 999999	MARK MOSLEY	45.00					
1	01/30/23	Meals for AMTOPP Training	36.00		32419	2510 107 430220	370	101000
2	01/30/23		9.00		32419	2520 108 430220	370	101000
136845	86364S 1361	INTERSTATE ENGINEERING	206.00					
1	49886 01/25/23	ENG V Professional Design Coor	206.00		32414	2510 107 430237	350	101000
136846	86365S 4045	LAND SOLUTIONS	4,176.00					
1	12/28/22	Planning Services January 23	4,176.00		32415	1000 36 411020	350	101000
136847	86366S 1720	MIDLAND IMPLEMENT	188.09					
1	185776001 01/26/23	Toro Tie Rod	188.09		32416	1000 13 460433	363	101000
136849	86367S 999999	NANCY REYNOLDS	73.98					
1	08/01/22	DAV Meals Reimbursement	73.98		31987	2985 15 450330	379	101004
136850	86302S 2831	MILES CITY STAR PUBLISHING	1,662.30					
1	165167 12/23/22	City of Miles City	220.64		31318	1000 3 410500	331	101000
2	164968 12/16/22		49.83*		31318	5210 25 430510	331	101000
3	164968 12/16/22		49.83*		31318	5310 29 430610	331	101000
4	164084 12/09/22	MCPD	336.00		31101	1000 5 420140	350	101000
5	164972 12/19/22	PW/Utilities	322.00*		32401	1000 36 411020	331	101000
6	162657 01/16/23	Airport	684.00		1548	5610 87 430300	930	7 101000
136851	86368S 999999	WARD &/OR KRISTIE WEISCHEDEL	240.58					
1	01/31/23	Refund Water Deposit	240.58			5210 214010		101000
136852	86369S 999999	DANIEL J COOK SR C/O JOSH FARLEY	41.74					
1	01/31/23	Refund Water Deposit	41.74			5210 214010		101000
136853	86370S 999999	BRYAN &/OR ZEDITH MONTE	42.61					
1	01/31/23	Refund Water Deposit	42.61			5210 214010		101000

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136854	86371S 999999	TITUS MAHAN	56.25					
1	01/31/23 Refund Water Deposit		56.25			5210 214010		101000
136855	86303S 268	MILES CITY SANITATION INC.	82.00					
1	2C149748 12/01/22	Garbage Services	52.00		31163	1000 5 420140	220	101000
2	31150164 01/01/23		30.00		31182	1000 5 420140	220	101000
136856	86372S 999999	ERIK SLOTSVE	457.50					
1	01/20/23 Mileage Reimbursement Boulder		457.50		31194	1000 5 420140	370	101000
136858	86373S 999999	ACCREDITED SECURITY	699.00					
1	23012301 01/23/23	Pre-owned Taser w/battery, h	699.00		31190	1000 5 420140	214	101000
136859	86374S 504	Cintas	214.30					
1	5131539743 11/03/22	Med Kit Refill	214.30		31195	1000 5 420140	220	101000
136888	86375S 4416	EMERGENCY SERVICE MARKETING	860.00					
1	02/01/23 1 Year Subscription		860.00		32025	5510 10 420730	220	101000
136889	86376S 4218	CUSTER COUNTY TRANSIT	52.00					
1	2022023 02/02/23	Volunteer Rides Jan 2023	52.00		31989	2985 15 450330	379	101004
136890	86377S 4180	INTELLICORP RECORDS, INC.	334.46					
1	1349252 02/03/23	Employment Background Checks	184.52			5210 22 430530	350	101000
2	1349252 02/03/23		123.02			5310 33 430640	350	101000
3	1349252 02/03/23		12.98			2520 108 430220	350	101000
4	1349252 02/03/23		0.76			2540 109 430220	350	101000
5	1349252 02/03/23		13.75			5210 23 430550	350	101000
6	1349252 02/03/23		12.98			5310 31 430630	350	101000
7	1349252 02/03/23		13.75			2510 107 430220	350	101000
8	1349252 02/03/23		15.27*			2394 18 420531	350	101000
9	1349252 02/03/23		6.88			1000 36 411020	350	101000
10	1349252 02/03/23		20.00			1000 3 410500	350	101000
11	1349252 02/03/23		-69.45*			2220 16 460100	350	101000
136891	86378S 999999	STEPHANIE SHANKS	4.98					
1	2345002882 12/10/22	Reimbursement Suckers for	2.49		30817	5210 25 430510	220	101000
2	2345002882 12/10/22		2.49		30817	5310 29 430610	220	101000

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136892	86379S 1330 SCL Health - Sisters of Charity		491.75					
1	500367558 08/17/22 ER Drug Blood Physical Exam		491.75		31198	1000 5 420140	350	101000
136893	86380S 1936 L.G.S.B. ~ STATE TREASURER		2,500.00					
1	06302022 01/04/23 AFR Filing Fee 2023		833.34*		30818	1000 3 410500	220	101000
2	06302022 01/04/23		833.33		30818	5210 25 430510	220	101000
3	06302022 01/04/23		833.33		30818	5310 29 430610	220	101000
136894	86306S 671 CUSTER COUNTY TREASURER		53.05					
1	02/06/23 Plates for 5-150 Waterplant		53.05		30819	5210 22 430530	220	101000
136895	86381S 4403 CDW GOVERNMENT		583.41					
1	NFNX693 02/02/23 Thermal Paper Rolls		583.41*		32166	1000 5 420160	210	101000
136896	86382S 4139 BILLINGS PRECAST		2,775.00					
1	02/01/23 Vented Sewer Cover & Frame		2,775.00		32120	5310 31 430630	233	101000
136897	86383S 2962 2 M COMPANY INC		576.00					
1	2010177898 12/16/22 2" Globe VLV IVC 200# Comm		576.00		32425	1000 13 460433	230	101000
136898	86384S 1571 TWO RIVERS FORD		6,113.39					
1	225459 01/19/23 2015 Ford Explorer Replace HVA		702.92*		31199	1000 5 420140	366	101000
2	225470 01/26/23 2014 Ford Car #12 Replace Wate		3,158.93*		31199	1000 5 420140	366	101000
3	225471 01/23/23 2016 Ford Car #8 Replace Water		2,251.54*		31199	1000 5 420140	366	101000
136899	86385S 4184 MSC INDUSTRIAL SUPPLY		292.97					
1	594862 01/27/23 Door Trim Parts, Brake Cleaner		117.18		32430	2510 107 430220	363	101000
2	594862 01/27/23		29.31		32430	2520 108 430220	363	101000
3	594862 01/27/23		73.24		32430	5210 23 430550	220	101000
4	594862 01/27/23		73.24		32430	5310 31 430630	220	101000

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Total Electronic Claims 124,632.89

Total Non-Electronic Claims 155821.72

