



CITY OF MILES CITY AGENDA

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

*August 08, 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 07/25/2023
 - B. Finance Committee Meeting 07/13/2023
2. SCHEDULE MEETINGS
3. REQUEST OF CITIZENS & PUBLIC COMMENT

Laura Sevier – Animal Shelter and Dispatch
4. STAFF REPORTS
5. CITY COUNCIL COMMENTS
6. MAYOR COMMENTS
7. UNFINISHED BUSINESS
 - A. ACCEPTANCE OF SPLASHPAD FROM MCP
8. NEW BUSINESS
 - A. APPROVE A TEMPORARY FUND TRANSFER FROM WATER FUND TO AMBULANCE FUND.
 - B. ORDINANCE NO. 1372 (*First Reading*) – AN ORDINANCE ENACTING ARTICLE VII “ETHICS” AND ESTABLISHING THE MILES CITY ETHICS COMMITTEE.
 - C. ORDINANCE NO. 1373 (*First Reading*) - AN ORDINANCE RE-ENACTING SECTIONS 3-26 THROUGH 3-36 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REGARDING CITY ALCOHOLIC BEVERAGE LICENSING.
 - D. RESOLUTION NO. 4519 - A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEAR 2023-2024 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101, AND PROVIDING FOR HEARING THEREON
 - E. RESOLUTION NO. 4520 - A RESOLUTION APPROVING AN AMENDED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES

CITY AND THE LOCAL 600 FIRE FIGHTERS UNION.

F. TERMINATE BENDER PARK LEASE

G. APPROVAL OF JULY CLAIMS

9. 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 July 25, 2023
6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, July 25, 2023, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Pamela Bovee, Ken Gardner, Rick Huber, Chris Grenz, Kathy Wilcox, Donald Simpson, and Dwayne Andrews. Matthew Regan was absent.

Also present were City Attorney Dan Rice, Police Chief Doug Colombik, Public Works Director Scott Gray, Fire Chief Branden Stevens, Public Utilities Director Tom Speelmon, Dispatch Director 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: 7/11/2023

** *Councilperson Bovee moved to approve the minutes of the Regular Council Meeting of July 11th, 2023, subject to any changes, and seconded by Councilperson Gardner. The motion passed by unanimous consent, 7-0.*

Human Resources Committee Minutes: 6/23/2023

** *Councilperson Wilcox moved to approve the minutes of the Regular Council Meeting of June 23rd, 2023, subject to any changes, and seconded by Councilperson Andrews. The motion passed by unanimous consent, 7-0.*

SCHEDULE MEETINGS

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

Public Safety Committee Meeting 7/28/23 @ 5:00pm

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Chief Stevens introduced Nathan Bilyeu of Jackson, Murdo, and Grant to the Council. He is working with us on the upcoming election. He explained to the council their individual liability regarding the upcoming ballot issue. He explained the difference between informational and what crosses the line while on public time. Soliciting votes for or against crosses the line. There is a fine of up to one thousand dollars per occurrence if you are found in violation. He touched on the difference between public time and private time for elected officials. The council cannot use public resources or speak for or against at a public meeting. There is a suggested three-member panel that could screen complaints before they are given to the county attorney.

Chief Stevens then shared the news with the council that MMIA got back to him and the fire department building and its contents are not covered by insurance at all. There are millions of dollars of equipment and offices that are not covered in the event of building collapsing. Chief Stevens stated that they will have to find offices and garages to rent as soon as possible. Councilperson Grenz suggested storing equipment in the rural fire department. John Goff 249 Sunset questioned OSHA liability since we know the building is not safe. He wanted to know if the city was liable because of negligence. Attorney Rice assured him that workers comp insurance will cover the employees either way. Chief Stevens added that the firefighter's union could sue the city because of the work conditions. Councilperson Wilcox asked about the back of the police building. Chief Colombik stated that they have a ton of room that is undeveloped that the fire department could use for office space. They also have a lot of room behind the building that could be turned into temporary stalls for fire apparatus. Chief Stevens made it known to the council that public safety will be affected greatly. There are millions of dollars in assets at risk. Councilperson Grenz would like to see the 1.6 million dollars that we have to retrofit offices and stalls at the police department. Councilperson Andrews disagrees saying that the 1.6 million needs to be used to take some of the burden off the tax payers in the upcoming election. Chief Stevens says changing direction at this point is a bad idea. We are so close to the election and we need to see it through. He added that people's lives are very important and we have a solid plan that was voted on by council. We can come up with a contingency plan if the ballot issue fails but we have to act now. Councilperson Huber thinks that MMIA is in error saying that the building is uninsured. He asked Chief Stevens to contact them and ask if they would be willing to continue to cover the building. Councilperson Gardner questioned what happens if the ballot issue fails. Chief Stevens noted that at that time we would have to decide what level of service we want to provide, and that there will be potential litigation from the union if the building is not taken care of.

CITY COUNCIL COMMENTS

Councilpersons Bovee and Gardner asked about weeds from previous meetings. Councilperson Andrews asked about the railroad tracks on Montana street from a previous meeting. Councilperson Wilcox reminded the council that the goal is to express mutual respect and work hard with city staff to collaborate for the common good.

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

Business License Review Board

** *Councilperson Wilcox moved to refer to the Finance Committee, seconded by Councilperson Bovee, and passed unanimously, 7-0.*

NEW BUSINESS

A. RESOLUTION NO. 4516 - A RESOLUTION APPROVING A TASK ORDER FOR ENGINEERING SERVICES BETWEEN THE CITY OF MILES CITY AND GREAT WEST ENGINEERING, INC. FOR THE PURPOSE OF COMPLETEING A CAPITAL IMPROVEMENTS PLAN.

** *Councilperson Wilcox moved to approve the resolution read by title only, seconded by Councilperson Gardner, and upon roll call vote, passed unanimously, 7-0.*

B. RESOLUTION NO. 4517 - AUTHORIZATION TO SUBMIT MCEP INFRASTRUCTURE PLANNING GRANT APPLICATION.

** *Councilperson Wilcox moved to approve the resolution read by title only, seconded by Councilperson Huber, and upon roll call vote, passed unanimously, 7-0.*

C. RESOLUTION NO. 4518 - A RESOLUTION APPROVING A LETTER OF AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN THE CITY OF MILES CITY AND SDI ARCHITECTS +

DESIGN FOR THE PURPOSE OF DEVELOPING BIDDING DOCUMENTS AND ADMINISTERING CONSTRUCTION FOR THE RE-PAINTING OF THE CITY'S EXISTING WATER TREATMENT PLANT.

- ** *Councilperson Huber moved to approve the resolution read by title only, seconded by Councilperson Andrews, and upon roll call vote, **passed unanimously, 7-0.***

D. APPROVAL OF JUNE CLAIMS

- ** *Councilperson Grenz moved to approve the resolution read by title only, seconded by Councilperson Andrews, and **passed unanimously, 7-0.***

ADJOURNMENT

- ** *Councilperson Huber moved to adjourn the meeting, seconded by Councilperson Bovee and passed unanimously.*

The meeting was adjourned at 7:33p.m.

John Hollowell, Mayor

Jody Kinsey, Deputy City Clerk

Finance Committee Meeting

July 13, 2023

The Finance Committee met Tuesday, July 13, 2023 at 5:00 p.m. in the Miles City, City Hall Conference Room and online at zoom.us. Present were Committee Chair Rick Huber, and Committee Members Pamela Bovee and Kathy Wilcox.

Also present were Councilperson Chris Grenz, and City Clerk/Recorder Mary Rowe.

Chairperson Huber called the meeting to order.

1. Request of Citizens and Public Comment

None

2. Review and Recommend Wastewater Generator Replacement Bid.

Clerk Rowe went over the budget process and the working budget sheets. She gave the committee members budget books with a handout of the budget process from start to finish. A quick question and answer period commenced.

3. Schedule Next Finance Meeting

The budget meetings were schedules as follows:

7/21/23 @ 10:00am

7/26/23 @ 10:00am

7/27/23 @ 10:00am

8/2/23 @ 10:00am

8/3/23 @ 10:00am

8/10/23 @ 10:00am

4. Adjournment

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

The meeting was adjourned at 6:10p.m.

Rick Huber, Chairperson

Mary Rowe, Clerk/Recorder

Staff Reports

Mary Rowe

From: Dan Rice <drice@milescity-mt.org> on behalf of Dan Rice
Sent: Tuesday, August 1, 2023 11:02 AM
To: Mary Rowe
Subject: Staff Report

Council,

I have drafted an ethics ordinance which mirrors that of Great Falls. You may want to make some revisions. I believe that the committee member qualifications are appropriate, but we may have trouble finding qualified individuals to sit on the committee. We can remove those requirements if you choose. We are also not required to have an alternate member for that committee, so again, we can remove that if you'd like.

The attorney with the State of Montana had indicated that the City's requirement for alcohol establishments to hold both State and City alcohol licenses would be preempted by the new statutory revision which prohibits duplicate licensing. That said, there has been updated guidance on that front, as the MCA does allow the City to require a license with a limited fee, so I have drafted an ordinance to reenact that portion of the recent overhaul of licensing provisions related to that new statute.

Regards,

Daniel Z. Rice
City Attorney, Miles City, MT
P.O. Box 728, 513 Main St.
Miles City, MT 59301
(406)232-4070
(406)232-4093 (Fax)

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Staff Report for Public Works & Parks Departments

1. Primary focus of current work underway throughout the city and challenges related to it. Pot hole patching, street sweeping, weed mowing, tree trimming. Mechanics are repairing equipment and servicing trucks, police and fire equipment.

Road Improvements, curbing, valley gutter, and new sidewalk work is being completed on Tompy St. & Doedan, S. Stacy & Pleasant, and 609 N. Cottage.

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 KLI and in the design and engineering stage. A Capital Improvement Plan is being considered by Great West Engineering and a scope of work has been approved by the council.

4. Information about State, County and utilities projects throughout the city. MDU has started year #2 of its gas line repairs and are focusing on the downtown area.

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

6. Major equipment purchases anticipated in the next 6 months. None

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 July is 54 hours for Public Works and the Parks Department has started weekend garbage runs and the Splash Pad and Frog Pool operations, so overtime is anticipated for the Parks Department and was budgeted for. Total hours for Parks overtime for July was 70 Hours.

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Clerk Staff Report

July 8 – August 4, 2023

- Public Requests: 4
- Fraud Alerts: 5
- Obtaining Signatures/Filing Contracts for Agreements
- A/R Billing & Reconciliation
- Typing Minutes from Previous Meetings
- Budgeting 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 June. 6,670 people to date saw post, and shared 71 times about Splash Pad and Oasis)
- Quarterly reports
- Year End Closing
- Notice all upcoming meetings
- Preparing & Processing Claims
- Budget Process
- Starting Audit Process

Meetings

Public Safety Committee Meeting – 08/10/23 @ 5pm – City Hall Conference Room

Council/Commission/School Board Meeting – 08/14/23 @ 6:30pm – City Hall Conference Room

Public Utilities Staff Report

For July, 2023

Current work:

Utilities Crew – Performed 706 Locates. Leveled open street cuts. Performed all weekly and monthly sewer inspections. Replaced 2 service lines. Replaced 5 curb stops, one fire hydrant and responded to 4 sewer calls. Repaired water breaks on Bridge and Winchester and N. Strevell and Pleasant.

Water Treatment Plant – Normal operation and maintenance tasks.

WWTP – Normal operations and maintenance at the plant and lift stations.

Water Office – Normal duties. Union negotiations, budget meetings, finalization

Contract Work:

None at this time

Current Projects:

Road To WWTP – Will resurface the road to the wastewater treatment plant with asphalt millings purchased from Prince the first part of August.

N 7th Street – No change in Status. Our portion of design complete and submitted, received DEQ approval. On schedule for bid letting November 16, 2023, construction summer of 2024.

N. Haynes Sewer – Contractor is almost finished with thorough cleaning. They have completed one point repair and should begin new liner mid month.

WWTP Generator Replacement –No update at this time. Will work with local businesses to replace the generator ourselves.

Fill Station – Nothing new to report.

Southgate Storage Tank–Nothing to update. KLJ is working on specifications and estimated cost.

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 – Riverside Park Storage Tanks will require inspection and painting. No issues with the Carbon Hill Tank.

Soil Stabilization/Erosion repair on east side of Southgate Tank Hill – KLJ is working on ideas for this in conjunction with the South Gate tank painting..

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

Major Equipment Purchases Next 6 months:

May look at replacing older of the two loaders. Cost is included in this year's budget however if we go to bid it probably would not be delivered until next fiscal year.

Overtime Hours: May

February – WWTP/WTP 86.95 hrs

Utilities 105.25 hrs

New Business

ORDINANCE NO. 1372

AN ORDINANCE ENACTING ARTICLE VII "ETHICS" AND ESTABLISHING THE MILES CITY ETHICS COMMITTEE.

WHEREAS, pursuant to Montana Code Annotated 2-2-144, the City of Miles City finds it in the best interests of the public to establish a Miles City Ethics Committee to review complaints of ethical violations by City employees and elected officials, as well as to establish basic ethical standard guidelines for City employees and elected officials; now, therefore,

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

Section 1. Article VII, Ethics, and Sections 2-400 through 2-405, are hereby enacted:

(Sections 2-378 through 3-399 Reserved)

ARTICLE VII. ETHICS

2-400 - Ethical standards.

In addition to complying with the provisions of Mont. Code Ann. Title 2, Chapter 2, officers, employees, and elected officials of the City of Miles City shall comply with the following provisions:

A. No officer, employee, or elected official of the City of Miles City shall have an interest in a business organization or engage in any business, transaction, or professional activity which is in substantial conflict with the proper discharge of his or her governmental duties;

B. No officer, employee, or elected official shall use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for himself, herself or others;

C. No officer, employee, or elected official shall act in his or her official capacity in any matter where he or she, a member of his or her immediate family, or any business organization in which he or she has an interest, has a direct or indirect financial or personal involvement that might reasonably be expected to:

1. impair his or her objectivity or independence or judgment, or
2. substantially conflict with the proper discharge of officer or employee's

governmental duties;

D. No officer, employee, or elected official shall undertake any private employment or service which might prejudice his or her independent judgment in the exercise of his or her official duties;

E. No officer, employee, or elected official, any member of his or her immediate family, or any business organization in which he or she has an interest shall solicit or accept any gift, favor, political contribution, service, promise of future employment, or other thing of value for the purpose of influencing him or her, directly or indirectly, in

the discharge of his or her official duties, the appearance of impropriety must be avoided by the acceptance of such a gift;

F. No officer, employee, or elected official shall use, or allow to be used, his or her public office or employment or any information, not generally available to the members of the public, which he or she receives or acquires in the course of employment, for the purpose of securing financial gain for himself or herself, any member of his or her immediate family, or any business organization with which he or she is associated;

G. No officer, employee, or elected official, or any business organization in which he or she has an interest, shall represent any other person or party except the City in connection with any cause, proceeding, application, or other matter pending before any agency of the City of Miles City; except in the process of collective bargaining for public employees or where any officer or employee or members of his or her immediate family shall represent himself, herself or themselves, in negotiations or proceedings concerning his, her, or their own interests;

H. No officer, employee, or elected official shall be in conflict with these provisions if, by reason of his or her participation in the enactment of any ordinance, resolution or other matter required to be voted upon, no particular material or monetary gain accrues to him or her, or his or her immediate family;

I. No elected officer shall be prohibited from making an inquiry for information on behalf of a constituent if in return, no fee, reward, or other thing of value is directly or indirectly promised to or accepted by the officer or a member of his or her immediate family;

J. No officer, employee, or elected official, elected or appointed in the City, shall without receiving formal written authorization from the appropriate person or body, disclose any confidential information concerning any other officer or employee or any other person or any property or governmental affairs of the City;

K. No officer, employee, or elected official shall approve, disapprove, or in any way recommend the payment of any bill, voucher, or indebtedness in which he or she has direct or indirect interests except reimbursement for proper expenses otherwise approved by the Mayor;

L. No officer, employee, or elected official shall request, use, or permit the use of any public property, vehicle, equipment, labor, or service for personal convenience or advantage for himself or any other person; except where it is the general practice to make the same available to the public at large, or where the same is provided pursuant to stated public policy for the use of officials and employees in the conduct of official business;

M. All officers, employees, and elected officials shall exercise prudence and integrity in management of public funds in their custody and in all financial transactions;

N. All officers, employees, and elected officials shall uphold the letter and spirit of the constitution, statutes, and regulations governing their duties and report violations of the law to appropriate authorities;

O. All officers, employees, and elected officials shall be sensitive and responsive to the concerns and questions of the public; and

P. All officers, employees and elected officials, whether elected or appointed, shall file a signed written disclosure with the City Clerk, and City Attorney, disclosing any appearance of a violation of this chapter, and said disclosure may, within the Mayor's

discretion, be forwarded to the Miles City Ethics Committee for determination if a violation of this chapter exists and appropriate course of action.

2-401– Miles City Ethics Committee established.

The City Council hereby establishes The Miles City Ethics Committee hereinafter referred to in this chapter as the "Committee."

2-402 - Committee purpose.

The purpose of the Committee is to ensure that all City officers and employees are performing their duties in compliance with the provisions of Mont. Code Ann. Title 2, Chapter 2, and the provisions of this chapter.

2-403 - Committee membership.

A. Subject to the provisions provided in Subsection (B.) of this part, the Committee shall consist of three (3) members and one (1) alternate member, who shall be appointed and ready to serve in the event that a Committee member is unable or unavailable to serve. The members and alternate shall be appointed by the City Council for not more than three (3) consecutive, three-year terms. Members shall be qualified electors and residents of the City. Members shall not be City officers, employees, or elected officials. As is reasonably possible, the members shall have experience and or training in the following:

1. Public administration;
2. Governmental operation;
3. Political practices; or
4. Legal practice.

B. The first appointee to the Miles City Ethics Committee shall serve an initial term of three (3) years, the second appointee shall serve an initial term of two (2) years, and the third appointee shall serve an initial term of one (1) year. Following the expiration of these initial terms, the provisions of Subsection (A.) of this part shall apply.

2-404 - Committee meeting schedule.

The Committee shall meet on an as needed basis, no more frequently than once a month, after a matter has been referred to the Committee by direction of the Mayor or City Attorney. Committee meetings shall be held in City Hall and shall be open to the public, pursuant to Mont. Code Ann. Titles 2 and 7. Committee meeting minutes shall be maintained by the City Clerk.

2-405 - Committee duties.

The Committee shall meet and be presented testimony regarding matters referred to it. When considering an ethics complaint, the Committee shall determine whether a complaint appears to be substantiated based on the information and testimony presented. If the Committee determines that a complaint appears to be substantiated, it may refer the matter to the Custer County Attorney, or to the supervisor of a public employee who may be the subject of the complaint, for disposition. The Committee shall make written findings of its decision, which will be filed with the City Clerk.

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

Said Ordinance read and put on its passage this 8th day of August, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 22nd day of August, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

ORDINANCE NO. 1373

AN ORDINANCE RE-ENACTING SECTIONS 3-26 THROUGH 3-36 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REGARDING CITY ALCOHOLIC BEVERAGE LICENSING.

WHEREAS, the Montana legislature enacted SB 262 amending MCA 7-1-111 to prohibit local governments from requiring additional licensing when the State of Montana is the original issuer of a license, however, MCA 14-5-503 contains a specific allowance for local governments to issue separate licenses, which is not superseded by the revisions to MCA 7-1-111; now, therefore:

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

Section 1. Section 3-26 through 3-36 are hereby re-enacted:

ARTICLE II. - LICENSES

Sec. 3-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverages means beer, wine and liquor as defined by the statutes of the state.

All-beverage license establishment means bars, fraternal organizations and private clubs within the city limits authorized to sell for on-premises consumption any beer, wine and/or liquor.

(Code 1981, § 5.10.010; Ord. No. 854, § 1, 10-23-79)

State Law reference— Definitions, MCA 16-1-106.

Sec. 3-27. - Penalty for violation of article.

(a) Except as otherwise specified, any person who violates the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine not to exceed \$500.00 or by imprisonment for a term not to exceed six months, or both. (b) Each day of failure to comply with the provisions of this article shall constitute a separate offense.

(Code 1981, § 5.10.110)

State Law reference— Penalty for violation, MCA 16-6-314.

Sec. 3-28. - License required.

It shall be unlawful for any person to whom a retail license has been or may hereafter be issued by the state department of revenue under the Montana Alcoholic Beverage Code

to engage in the retail sale of any alcoholic beverage within the corporate city limits without first obtaining from the city clerk a city license.

(Code 1981, § 5.10.020; Ord. No. 1219, § 11, 4-26-11)

State Law reference— City and county licenses, MCA 16-4-503.

Sec. 3-29. - Fees.

Each licensee under the provisions of this article shall pay an annual city license fee as follows:

(1)For establishments doing business under an all-beverage license—\$400.00 per annum.(2)For establishments doing business under a beer/wine license for on-premises consumption—\$300.00 per annum.(3)For establishments doing business under a beer license for on-premises consumption—\$200.00 per annum.(4)For business establishments doing business under a beer/wine license for off-premises consumption—\$300.00 per annum.(5)For establishments doing business under a beer license for off-premises consumption—\$200.00 per annum.(6)For business establishments doing business under a wine license—\$100.00 per annum.(7)For nationally chartered veterans organizations—\$50.00 per annum.

(Code 1981, § 5.10.030; Ord. No. 849, § 1, 8-14-79; Ord. No. 854, § 2, 10-23-79)

State Law reference— License and permit fees, MCA 16-4-501.

Sec. 3-30. - Prerequisites for obtaining license.

(a)No person shall be entitled to a city beer license under this article unless such person shall have, in respect to the same premises for which a license under this article is sought, a subsisting state license issued under the Montana Alcoholic Beverage Code.(b)No person shall be entitled to a city liquor license unless such person shall have, in respect to the same premises for which a license under this article is sought, a subsisting state all-beverages license or special permit issued under the laws of the state and a subsisting city beer license issued under the ordinances of the city.

(Code 1981, § 5.10.040)

Sec. 3-31. - Application for beer license.

Prior to the issuance of a city beer license, the applicant shall present to the city treasurer an application for a city license to sell beer at retail, subject to the provisions of the Montana Alcoholic Beverage Code and the ordinances of the city. Such application shall be accompanied with the appropriate license fee as provided by this article and satisfactory evidence that the applicant holds a subsisting state license as required by this article.

(Code 1981, § 5.10.050; Ord. No. 1219, § 12, 4-26-11)

State Law reference— Beer and wine license, MCA 16-4-101 et seq.

Sec. 3-32. - Application form.

The application shall be on an official form to be furnished by the city clerk and shall specify the location by street and number where the business is to be conducted, and the name, age, residence and duration of such residence of the applicant; and if the business is a partnership such information shall be set forth for each and every partner conducting the business. If the business is a fraternal organization, such fact shall be set forth in the application.

(Code 1981, § 5.10.060; Ord. No. 1219, § 13, 4-26-11)

Sec. 3-33. - Issuance.

Upon the filing of the application and payment of the required license fee as provided by this article, the city treasurer shall deliver such application to the city clerk. The city clerk shall then issue and deliver to the applicant a city beer license to conduct business at the premises specified on the application and for which the applicant owns and holds a subsisting state license; provided that the city clerk may hold the application until the next regular meeting of the city council, at which time the city clerk shall submit the application to the council. The council shall either grant or deny a license to the applicant and shall direct the city clerk accordingly. Such granting or denial of the license shall be based on the best interests of the city as determined by the council. If the license is denied, the license fee and all documents filed by the applicant, other than the application itself, shall be returned to the applicant.

(Code 1981, § 5.10.070; Ord. No. 1219, § 14, 4-26-11)

Sec. 3-34. - Contents.

Every license issued under this article shall set forth the name of the person to whom the license is issued, the location by street and number of the premises where the business is to be carried on under the license, and the number and expiration date of all current licenses issued to such person by the state under the Montana Alcoholic Beverage Code. If the business is a partnership, the license shall set forth the names of all partners conducting the business. Such license shall be signed by the licensee and shall not be transferable, except as otherwise provided in this article.

(Code 1981, § 5.10.080)

Sec. 3-35. - Transfer.

(a) Any license issued pursuant to this article shall not be transferable. Every such license is separate and distinct, and no person except the licensee named therein shall exercise any of the privileges granted thereunder. All such licenses are applicable only to the premises for which they are issued, except that a transfer of any such license may be made pursuant to a written application to the city council, which shall be accompanied by satisfactory evidence of the consent of the state department of revenue to the transfer of the state license. (b) Whenever any licensee shall transfer a state license issued under the Montana Alcoholic Beverage Code, the transferee shall not sell any

alcoholic beverage at retail without first procuring a transfer of the city license. No charge shall be required for such change.
(Code 1981, § 5.10.090)

State Law reference— Beer and wine license transfers, MCA 16-4-106; transfer of license by catering establishment, MCA 16-4-204.

Sec. 3-36. - Persons exempt from obtaining license.
Nothing in this article shall be deemed to apply to those persons engaged in the sale of alcoholic beverages:

(1)At any state liquor store.(2)In any common carrier serving its passengers in aircraft over or railroad cars in the city.
(Code 1981, § 5.10.100)

State Law reference— Passenger carrier license, MCA 16-4-302.

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

Said Ordinance read and put on its passage this 8th day of August, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 22nd day of August, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4519

A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEAR 2023-2024 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101, AND PROVIDING FOR HEARING THEREON

WHEREAS, the City of Miles City by Ordinance 1202 established Business Improvement District No. 101;

AND WHEREAS, §7-12-1132 MCA requires the trustees of such business improvement district to annually submit to the City Council of the City of Miles City, for its approval, a work plan and proposed budget for the ensuing fiscal year;

AND WHEREAS, on July 24, 2023, the trustees of said District did submit to the City Council their proposed work plan for FY 2023-2024;

AND WHEREAS, the City Council has considered and approves of such work plan and proposed budget, and desires to finally approve the same, following a public hearing as required by §7-12-1132(3) MCA

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

Upon hearing and full consideration, the City Council of the City of Miles City hereby approves the work plan and proposed budget of Business Improvement District No. 101 for FY 2023-2024, attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that pursuant to §7-12-1132(3) MCA, a public hearing shall be held on the above proposed approval on the 22nd day of August, 2023, at 6:00 p.m. in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §15-10-203 MCA, at least 2 times with at least 6 days separating each publication. Such publication shall be placed in a portion of the newspaper other than that portion utilized for legal and classified advertisements.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 8TH DAY OF AUGUST, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 22ND DAY OF AUGUST, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

TBID 2024 Marketing Plan Proposed Budget

BEGINNING BALANCE: \$5443.68

Tournament Support: \$45,000.00

Advertising: \$35,000.00

Local Event Support: \$25,000.00

Convention Support: \$15,000.00

Insurance: \$2,000.00

Recruitment: \$10,000.00

Dues: \$1,500.00

TOTAL EXPENDITURES: \$133,500.00

TOTAL COLLECTIONS: \$135,000.00

ENDING BALANCE: \$6,943.68

TBID 2023

BEGINNING BALANCE: \$23287.68

Tournament Support: \$45,000.00

Advertising: \$42,000.00

Local Event Support: \$20,000.00

Convention Support: \$5000.00

Insurance: \$2,000.00

Recruitment: \$8,000.00

Dues: \$1,500.00

Legislative: \$1,000.00

Miscellaneous: \$300.00

Christmas Event: \$3,000.00

Opportunity: \$10,000.00

TOTAL EXPENDITURES: \$137,800.00

TOTAL COLLECTIONS: \$119,956.00

ENDING BALANCE: \$5443.68

2023 TBID SPENDING RECAP

Beginning Balance \$23,287.68

Tournament Support \$42,202.35

Advertising \$27,616.76

Local Events \$23,646.85

Conventions \$9,436.95

Ins./Dues \$3734.05

Recruitment \$15000.00

EXPENDITURES \$121,636.96

COLLECTIONS \$119,044.00

ACCRUALS \$15,251.04

Ending Balance \$5,443.68

RESOLUTION NO. 4520

A RESOLUTION APPROVING AN AMENDED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL 600 FIRE FIGHTERS UNION.

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

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

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8TH DAY OF AUGUST, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Proposed CBA language changes 2023

Article 12 - Vacations

Accumulation and Selection: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last of any calendar year. Selection for vacation periods will be based on seniority. The vacation lists will be posted by September 1, and after September 15, each member will have four calendar days, one of which is a scheduled work shift, to select their vacation period. **Individual must write the date and time beside their name and notify the next in line.** Any members failing to do so will forfeit their seniority selection choice, and will take whatever remaining vacation period is left. Members may trade vacation periods, all or parts, upon approval of the Fire Chief.

- a. Battalion Chief of Operations selection of vacation will be submitted to the Fire Chief with the vacation list. The Battalion Chief's selection shall be in addition to the vacation list and will not affect the other shift member's choices.
- b. Requests for use of extra vacation will be submitted to the Battalion Chief and will be granted on a first come first serve basis, the request cannot be **less than 2 weeks or** greater than 6 months in advance, **unless there are extenuating circumstances which require approval from the Chief.** The department reserves the right to deny requests based on department needs. Such denials will be submitted to the individual requesting the extra vacation explaining the reason why.

Article 26 - Health Protection

Annual Physical Examinations: A mandatory yearly comprehensive physical examination shall be performed at no cost to the employee ~~in accordance with NFPA 1582.~~ **using the current NFPA 1582 as a guideline. Components of the physical will be mutually agreed upon between the Chief and the Local 600. The Fire Chief will post a reasonable timeframe for this to be completed, unless there are extenuating circumstances which require approval from the Chief.**

Addendum A - Wages

Out of Town Transfers: Medical Transfers shall be compensated at a premium based on current ECP licensure of the employee. The first hour of all transfers will be compensated at 1.5 times the hourly rate. Employees facilitating Medical Transfers off duty over a 100-mile radius of Miles City ~~will be guaranteed minimum of eight hours pay.~~ **will be paid the stipend and a guaranteed minimum of eight hours pay.**

ADDENDUM C – PROMOTIONAL PROCEDURE

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

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

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

1. Battalion Chief

A. Eligibility Requirements at time of promotion posting:

- The candidate must have received satisfactory performance evaluations for the previous two years.
- The candidate must have at least 2 years of fire service experience at the rank of Captain with Miles City Fire Rescue.
- Completed and signed MCFR Acting Battalion Chief task book and required red manuals.

- Completed a minimum of four (4) "ride-alongs" with the Battalion Chief and/or 4 shifts as an Acting Battalion Chief. A "ride-along" will be one (1) day shift.

B. Assessment and Testing

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

- Written Exercise (30%) - Applicants for Battalion Chief will be given two separate written examinations, each with a maximum possible point value of 15 points. One test will be compiled by the Chief of the Department from material agreed upon by the Chief and the Union, and one test will be of the type purchased from a testing facility. The available points will be awarded on a percentage basis. In order to continue the promotional process, the candidate(s) must score at least 70% correct on the written tests.
- Experience (20%) - Candidates will receive 10 points. An additional 2 points for each full year they have served as a Captain, up to a maximum of 10 additional points.
- Education / Training (15%) - **Up to 15 points may be awarded to a candidate for** ~~Candidates may receive up to 15 points for educational and training requirements. Other~~ education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, or special projects and assignments may also be considered. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. Candidates may submit items to be considered for addition to the list and must do so no later than 45 calendar days prior to the test administration.
- Assessment/Scenarios (25%) - Candidates will be assessed on at least two and no more than four emergency incident scenarios. Candidates may receive up to a maximum of 25 points total for their performance on the scenarios. Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value. **A minimum score of 70% is required to continue with the promotion process.**
- Oral Interview (10%) - Interview questions will be developed by the Labor Management Assessment Panel. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value totaling to 10 points. The questions will be submitted to the Human Resources Department for review and approval.

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

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

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

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

2. Captain

A. Eligibility Requirements **at time of promotion posting:**

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

B. Assessment and Testing

Components will total to 100 points and include:

- Written Test (15 %) - The written test will have a total value of 15 points. Test questions are developed from required IFSTA Red Manuals, department SOGs/Working Rules and Regulations, and city policy. A minimum score of 70% is required to continue with the promotion process.

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

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

ranking candidate on the current promotion list will be recommended to the Mayor for promotion.

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

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

3. Engineer

A. Eligibility Requirements **at time of promotion posting:**

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

B. Assessment and Testing

Components will total to 100 points and include:

- Written Test (15%) - The written test will have a total value of 15 points. Test questions are developed from required IFSTA Red Manuals, and department SOGs/Working Rules and Regulations (as pertaining to this position). A minimum score of 70% is required to continue in the promotional process.
- Experience with the Miles City Fire Rescue as an Acting Engineer (based on time in position) (10%) -
 - The most-experienced candidate will receive: 10 points
 - The second most-experienced candidate will receive: 7.5 points
 - The third most-experienced candidate will receive: 5 points

- The fourth most-experienced candidate will receive: 2.5 points
- • Education/ Training (15%) - **Up to 15 points may be awarded to a candidate for** ~~Candidates who meet the education/ training requirements will receive 10 points. An additional 5 points may be awarded to those candidates who exceed these requirements.~~ Other education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, ODP/leadership classes, or special projects/assignments may be considered. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. Candidates may submit items to be considered for addition to the list and must do so no later than 45 calendar days prior to the test administration.
- Assessment Scenarios (25%) - Each candidate will be assessed on three emergency incident scenarios worth 5 points each (simulated emergency incident scenarios using power-point visual aids) appropriate to the engineer position. Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value. The Assessment panel will agree on the point values assessed each question before the assessment begins. Each candidate will be assessed on two mentorship based scenarios worth 5 points apiece (The goal of this is a teaching role of a junior department member tasks and department knowledge, i.e. tool maintenance). **A minimum score of 70% is required to continue with the promotion process.**
- Oral Interview (15%) - Interview questions will be developed by the Labor Management Assessment Panel. Points will be awarded on the appropriateness of answers. Each person will be asked the same questions. Each question will have the same weighted value totaling to 15 points. The questions will be submitted to the Human Resources Department for review and approval.
- Seniority (20%) - Each Applicant will score two points for each year of employment with the Fire Department, not to exceed twenty points.

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

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

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

4. Review of Performance **For All Promotional Processes**

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

5. Probationary Period **For All Promoted Positions**

- Successful completion of a one-year probationary period as evidenced by a satisfactory performance evaluation is required for confirmation of promotion.
- A 3-month performance evaluation will be performed by the Battalion Chief (or by the Chief for a newly promoted Battalion Chief), and develop a work plan if necessary.
- A 6-month performance evaluation will be performed by the Battalion Chief (or by the Chief for a newly promoted Battalion Chief), and the work plan will be reviewed and adjusted as necessary.
- The Fire Chief, Battalion Chief, and Training Officers will perform a final probationary performance evaluation just prior to the one-year anniversary date.
- The employee will also perform a self-evaluation and draft a new work plan for the next year.
- If at any time during the probationary period the employee's performance is substandard, the Fire Chief may return the employee to his or her previous position.

Substandard performance means not meeting the performance standards outlined in the job description and/or work plan.

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

6. Documentation

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

7. Sunset of the Lieutenant Position

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

8. The deputy inspector position will be dissolved at the end of contract year 2023/2024. At the beginning of contract year 2024/2025, a second Inspector position will be appointed. This change will be reflected in the wage addendum.

9. At the beginning of contract year 2024/2025, a mechanic position will be appointed by the Chief to include job requirements, position description, and wage. The mechanic stipend will be 9.3% of the base, reflected in the wage addendum.

10. At the beginning of contract year 2024/2025, Article 6, subsection C, part d, delete "Deputy Inspector", "for Deputy Inspector".

8. ~~DO Grandfather Clause~~

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

9. Addendum A subsection 7

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

EXHIBIT "A"

COLLECTIVE BARGAINING AGREEMENT

Between

MILES CITY FIRE FIGHTERS LOCAL NO. 600
International Association of Fire Fighters

And

The CITY OF MILES CITY

July 1, 2023 through June 30, 2026



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ADDENDUM D – EVENT OVERTIME ROTATION

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

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

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - UNION MEMBERSHIP

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

ARTICLE 3 - CHECK OFF

The Union and the Employer acknowledge that being a Union member is a choice individually made. Therefore, the Employer agrees to deduct from the monthly pay of each Firefighter who has signed a payroll deduction card and the Union Opt-In form, a sum certified by the Secretary of the Union as Union dues. Such deductions will be made from the pay of the

individual members and the total deducted will be delivered to the Secretary-Treasurer of the Union. If the firefighter does not want to join the Union, she/he will be required to sign the Opt-Out form to which the Union will retain the original and the Employer will keep a copy.

ARTICLE 4 - PROBATION PERIOD

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

ARTICLE 5 - SENIORITY LIST

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

ARTICLE 6 - OFFICERS AND PROMOTIONAL PROCEDURE

- A. Slate of Officers: There will be an Officer, exclusive of the Chief, in charge of each regularly scheduled work shift. Said officer will have, as a minimum, been promoted to the position of Lieutenant commensurate with the requirements of Article 6, Section C of the current Agreement between the Union and the Employer. Vacancies in the position of work shift officer will be filled by the Lieutenant, whenever possible.
- B. Promotional Procedure: When a permanent vacancy occurs in a position covered by this collective bargaining unit or by virtue of a newly created position refer to Addendum C.
- C. Eligibility for Promotion: To be eligible for promotion to one or more of the following positions or rank, the following criteria will apply:
 - a. Required Training Manuals: Completed in order as determined by the Fire Training Officer for the following ranks.
 - i. Firefighter 1 – IFSTA Building Construction, IFSTA Vehicle Extrication, and IFSTA Search and Rescue.

- ii. Firefighter 2 – IFSTA Hydraulics and Water Supply and IFSTA Rapid Intervention Teams.
 - iii. Engineer – IFSTA Truck Company Operations and IFSTA Fire Detection and Suppression Systems.
 - iv. Captain – IFSTA Company Officer, IFSTA Code Enforcement, IFSTA Fire Officer 1.
 - v. Battalion Chief – IFSTA Fire Officer 2. Must complete IFSTA Chief Officer or equivalent as determined by the FTO and Chief of Department within 12 months of acceptance.
 - vi. Manuals listed above may be reconstituted as needed.
- b. Fire Training Officer: Five years as a fully paid and full-time member of the Fire Department and be currently certified at the Miles City Fire Officer I and Miles City Fire Instructor I levels. Obtain Live Fire Instructor and Modern Fire Attack Instructor within two years of appointment.
- c. EMS Officer/Deputy EMS Officer: Five years as a fully paid and full-time member of the Fire Department. Have a current certification as a State of Montana EMS Lead Instructor within one year (if extenuating circumstances exist, this may be extended). If not currently serving as a shift officer, the EMS Officer shall have completed (or complete within one year of promotion) Fire Instructor I.
- d. Inspector/Deputy Inspector: Five years as a fully paid and full-time member of the Fire Department and be currently certified as Firefighter II. Must complete the International Code Council Fire Inspector 1 Certification for Deputy Inspector and International Code Council Fire Inspector 2 Certification for Inspector. Will complete Fire Investigation Essentials or Fire Inspection Principles 1 within one year of appointment.

- D. Assignment Restriction: The Promotional Positions set forth above, and the work assigned to such positions will not be assigned to or carried out by the Chief or any other employee not covered under this Agreement unless extenuating circumstances exist.
- E. Vacancy Time Limit: A permanent vacancy within the number of employees of the Fire Department, as authorized by Employer for the effective dates of this Agreement, will be filled not later than forty-five calendar days of the occurrence of the vacancy. A vacancy filled through the promotional procedure will be filled not later than forty-five calendar days of the date of the occurrence of the vacancy. In the event that there are insufficient personnel having the necessary requirements to fill promotional vacancies, then selected requirements may be waived subject to agreement between the Union and the Employer.
- F. Exceptions to the Time Limit: Employees both eligible and interested in a position as provided in Article 6, Section C and addendum C will submit to the testing, rating and seniority scoring procedures set forth in this Agreement. The employee with the highest number of points accumulated will have the first option of filling the vacancy opened. If the Applicant with the highest number of points declines the opening, the employee with the second highest number of points will then have the option of filling the vacancy, but only after the first ranked employee has declined or failed to accept the position after he has been notified in writing five days prior. If all eligible employees decline the vacancy, then the Employer has the option of seeking qualified applicants from outside the Department and the time limits specified in Section (D) above, will begin anew; providing, such applicants meet the qualifications set forth in Section (C) of this Article.
- G. Responsibility for Promotions: The Chief of the Department will, during the time limit set forth in this Article, Sections F and G:
- a. Determine the eligibility of all employees to be evaluated and notify, in writing, each employee of the same.
 - b. Follow the Testing Timeline:
 - i. Post no later than 90 calendar days the dates of the written tests and Assessment Panels/Interviews.
 - ii. Written tests will be administered no earlier than 14 calendar days from the posting of promotional assessment.
 - iii. Post no later than 60 calendar days prior to the Assessment Panel/Interviews the comprehensive list of additional education and training.

- iv. Review items to be considered for addition to the comprehensive list of additional education and training, which must be submitted by candidates to the chief no later than 45 days prior to the Assessment Panel/Interviews.
- v. Post no later than 30 days prior to the Assessment Panel/Interviews the final comprehensive list for additional education and training.
- vi. Procure all written test materials, or make prior arrangements for the tests to be administered by a designated and approved proctor.
(Approved by Test Security Agreements or rules of the testing agency.)
- vii. Administer or cause to have administered the written tests to all qualified Applicants.
- viii. Administer or cause to have administered the written tests to all qualified Applicants.
- ix. Calculate points earned by seniority.
- x. Compile and summarize the composite scores of all Applicants.

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

ARTICLE 7 - DISQUALIFICATION

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

ARTICLE 8 - PERSONNEL REDUCTION

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

ARTICLE 9 - SALARIES

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

ARTICLE 10 - HOURS OF DUTY

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

ARTICLE 11 - EVENLY DISTRIBUTED OVERTIME

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

ARTICLE 12 - VACATIONS

- A. Rate earned: Each full time employee of the Fire Department is entitled to and will earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) will equal one year. Proportionate vacation leave credits will be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Persons regularly employed nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, will earn vacation credits. However, such persons must be employed six qualifying months before they can use vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order avoiding a break in service. For the purposes of interpreting the Agreement, a 24-hour shift will be deemed to be three working days. Vacation leave credits will be earned in accordance with the following schedule:
- a. From one full pay period through 5 years of employment at a rate of 15 working days each year;
 - b. For each year of service after 5 years through 10 years of employment at the rate of 18 working days each year;
 - c. For each year of service after 10 years through 15 years of employment at the rate of 21 working days each year;
 - d. For each year of service after 20 years through 25 years of employment at the rate of 24 working days each year.
 - e. For each year of service after 25 years of service of employment at the rate of 27 working days each year.
 - f. Permanent part-time employees are entitled to prorated annual vacation benefits if they have regularly scheduled work assignments and normally work at least 20 hours each week of the pay period and have been working the qualifying period.

- B. Unlawful Termination: It will be unlawful for an Employer to terminate or separate an employee from their employment in an attempt to circumvent the provision of this paragraph. Should a question arise under this paragraph, it will be submitted to arbitration as provided in Chapter 5, Title 27 M.C.A. unless there is a Collective Bargaining Agreement applicable.
- C. Accumulation and Selection: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last of any calendar year. Selection for vacation periods will be based on seniority. The vacation lists will be posted by September 1, and after September 15, each member will have four calendar days, one of which is a scheduled work shift, to select their vacation period. Individual must write the date and time beside their name and notify the next in line. Any members failing to do so will forfeit their seniority selection choice, and will take whatever remaining vacation period is left. Members may trade vacation periods, all or parts, upon approval of the Fire Chief.
- a. Battalion Chief of Operations selection of vacation will be submitted to the Fire Chief with the vacation list. The Battalion Chief's selection shall be in addition to the vacation list and will not affect the other shift member's choices.
 - b. Requests for use of extra vacation will be submitted to the Battalion Chief and will be granted on a first come first serve basis, the request cannot be less than 2 weeks or greater than 6 months in advance, unless there are extenuating circumstances which require approval by the Chief. The department reserves the right to deny requests based on department needs. Such denials will be submitted to the individual requesting the extra vacation explaining the reason why.
- D. Cash Out: The City may refuse to cash out accumulated annual leave when the employee is discharged in accordance with 2-18-617(2)(a), MCA.

ARTICLE 13 - INJURY

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

ARTICLE 14 - SICK LEAVE

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

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

ARTICLE 15 - EDUCATIONAL LEAVE

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

ARTICLE 16 – DEFERRED COMPENSATION

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

ARTICLE 17 - INSURANCE

The following provisions apply regarding group health insurance:

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

ARTICLE 18 - GRIEVANCE PROCEDURE

- A. Grievance: Only grievances and disputes that involve the violation or interpretation of this Agreement are subject to this Grievance and Arbitration Procedure.
 - a. Time Limits: The Grievant and the City shall adhere to the time limits specified in Section (D), Steps 1-5.
 - b. Representation: The Grievant shall name his/her Union Representative. The City may select a Representative of its choice.
- B. Procedure: Grievances shall be processed in accordance with the following procedures:
 - a. Step 1: Grievant. In the event employee(s) feel they have a grievance, not later than 30 calendar days of the grievance occurrence to notify the Union Grievance Committee, in writing, of their grievance. It will include the following information:
 - i. Name of Grievant;
 - ii. Date(s), Time(s),
 - iii. Occurrence(s);
 - iv. Nature of the Grievance;

- v. Terms of Agreement that are applicable to Grievant;
 - vi. Adjustment sought;
 - vii. Name of Union Representative
- b. Step 2: Grievance Committee: Upon receiving the written and signed document, the Union Grievance Committee will, not later than 20 calendar days from the receipt of the above document, proceed to determine if a grievance exists. If it is determined that no grievance exists, no further action is necessary. If it is determined that a grievance exists or may exist, the committee will present, with or without the employee present, the grievance to the Chief of the Department for adjustment not later than 20 calendar days. This presentation will contain the same information as required in Step #1.
- c. Step 3: Fire Chief: If not later than 20 calendar days from the Chief's receipt of the grievance, no settlement has been reached; the Committee will then submit the grievance document, with or without the employee present, no later than 20 calendar days to the Mayor for adjustment. It will be the obligation of the Union Grievance Committee to carry the said grievance to the next step of these procedures.
- d. Step 4: Mayor: If not later than 20 calendar days from the Mayor's receipt of the grievance document, no settlement has been reached; the Committee may then submit the grievance with or without the employee present, not later than 20 calendar days to the City Council's Grievance Committee for adjustment. It will be the obligation of the Union Grievance Committee to carry the grievance to the next step of these procedures.
- e. Step 5: City Council: The grievance, if not settled in Step 4, may be taken to the Grievance Committee of the City Council. If the City Council does not have a Grievance Committee, the grievance will be submitted to the City Council for the sole purpose of considering the said grievance.
- f. Step 6: Arbitration: If not later than 30 calendar days the grievance has not been settled, it will be the obligation of the Union Grievance Committee to request Arbitration. The Union and the Employer will jointly share the expenses of the Arbitrator.
- i. If the parties are unable to mutually agree upon the selection of an Arbitrator, the Union must request from the Department of Labor, Board of Personnel Appeals, a list of seven potential arbitrators from which the Employer and the Union will choose an Arbitrator to decide the matter.
 - ii. The parties select the Arbitrator by alternately striking names, with the parties using a toss of a coin to determine who strikes first. The last person remaining on the list will be the Arbitrator.

- iii. The Arbitrator will be empowered only to interpret the provisions of this Agreement as they apply to the particular case at issue. The Arbitrator will not have authority to add to, subtract from, alter, amend, or change any term and/or provision of this Agreement.
- iv. The findings of the Arbitrator will be binding and final upon both of the concerned parties and both parties will jointly share the expense of the Arbitrator.

ARTICLE 19 - DISCIPLINARY PROCEDURES

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

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

ARTICLE 20 - WORKING RULES

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

ARTICLE 21 - ABSENTEEISM

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

ARTICLE 22 - LABOR REQUIREMENTS

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

ARTICLE 23 - PAID HOLIDAYS

- A. Legal Holidays: All members, who because of scheduling are required to work on holidays, will be paid double time. Those holidays now include:
- a. New Year's Day
 - b. Martin Luther King Jr. Day
 - c. President's Day
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day

- g. Columbus Day
- h. General Election Day (in the respective year)
- i. Veteran's Day
- j. Thanksgiving Day
- k. Christmas Day

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

ARTICLE 24 - COMPANY STRENGTH

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

ARTICLE 25 - PROTECTIVE CLOTHING & EQUIPMENT

The Employer will provide and maintain, for each Employee covered hereby, their own protective clothing (turnouts) of good quality and condition. Such clothing will consist of a helmet with a face shield, Nomex hood, turnout pants and coat, firefighting boots and gloves. All personal protective firefighting clothing or equipment when purchased will conform to the N.F.P.A. (National Fire Protection Administration) Standard #1500, the Standard for Fire Department Occupational Safety and Health Program, Chapter 5, entitled "Protective Clothing

and Protection Equipment". The Employer will replace clothing and/or other personal articles damaged during the performance of duties. It will be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage.

ARTICLE 26 - HEALTH PROTECTION

- A. Hepatitis B: The Employer will purchase and maintain immunization to protect against exposure to Hepatitis "B" for all employees whose duties with the Department involve possible exposure to this disease.
- B. Annual Physical Examinations: A mandatory yearly comprehensive physical examination shall be performed at no cost to the employee using the current NFPA 1582 as a guideline. Components of the physical will be mutually agreed upon between the Chief and the Local 600. The Fire Chief will post a reasonable timeframe for this to be completed by, unless there are extenuating circumstances which require approval from the Chief.
- C. Use of Tobacco: Employees hired after July 1, 2000 shall not use tobacco products while on MCFD property.

ARTICLE 27 - UNION ACTIVITY PROTECTED

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

ARTICLE 28 - LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 29 - SAVING CLAUSE

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

ARTICLE 30 - TERM

This Agreement will be for a period of one year and will become effective as of the 1st day of July **2023** and will continue in full force and effect through the 30th day of June **2026**. However, either party may give written notice of its desire to modify, amend, or terminate this Agreement to the other party, not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates.

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

Dated at Miles City, Montana, this _____ day of _____, **2023**.

EMPLOYER:

_____ Mayor

_____ City Clerk

UNION:

_____ President

_____ Secretary

ADDENDUM A - WAGES

1. July 1, 2023 through June 30, 2024

POSITION	Base Wage	
FIREFIGHTER Base Wage	\$3,574.59	
RANKS		% of the Base
FF1	\$168.01	4.7%
FF2	\$368.18	10.3%
Engineer	\$579.08	16.2%
Lieutenant	\$725.64	20.3%
Captain	\$854.33	23.9%
Battalion Chief	\$1,429.84	40.0%
Incentive/Stipend Pay		% of the Base
EMT w/All MT State Endorsements	\$178.73	5.0%
AEMT	\$264.52	7.4%
Paramedic	\$536.19	15.0%
Critical Care Paramedic	\$643.43	18.0%
EMS Officer	\$332.44	9.3%
Deputy EMS Officer	\$168.01	4.7%
Fire Training Officer	\$332.44	9.3%
Inspector	\$332.44	9.3%
Deputy Inspector	\$168.01	4.7%
Instructor	\$25.02	0.7%
Differential FF2 to Engineer	\$107.24	13.3%
Differential Engineer to Lieutenant	\$75.07	18.3%
Differential Lieutenant to Captain	\$64.34	22.1%
Differential Engineer to Captain	\$139.41	20.1%
Differential Chief	\$289.54	32.0%
Out of Town Transfers Stipend		% of the Base
EMT	\$107.24	3%
EMT w/Endorsements & AEMT	\$142.98	4%
Paramedic	\$178.73	5%
Critical Care Paramedic	\$214.48	6%

2. July 1, 2024 through June 30, 2025

POSITION	Base Wage	
CONFIRMED FIREFIGHTER	\$3,753.32	
RANKS		% of the Base
FF1	\$176.41	4.7%
FF2	\$386.59	10.3%
Engineer	\$608.04	16.2%
Lieutenant	\$761.92	20.3%
Captain	\$897.04	23.9%
Battalion Chief	\$1,501.33	40.0%
Incentive/Stipend Pay		% of the Base
EMT w/All MT State Endorsements	\$187.67	5.0%
AEMT	\$277.75	7.4%
Paramedic	\$563.00	15.0%
Critical Care Paramedic	\$675.60	18.0%
EMS Officer	\$349.06	9.3%
Deputy EMS Officer	\$176.41	4.7%
Fire Training Officer	\$349.06	9.3%
Inspector	\$349.06	9.3%
Mechanic	\$349.06	9.3%
Instructor	\$26.27	0.7%
Differential FF2 to Engineer	\$112.60	13.3%
Differential Engineer to Lieutenant	\$78.82	18.3%
Differential Lieutenant to Captain	\$67.56	22.1%
Differential Engineer to Captain	\$146.38	20.1%
Differential Chief	\$304.02	32.0%
Confirmed FF Out of Town Transfers		% of the Base
EMT	\$112.60	3%
EMT w/Endorsements & AEMT	\$150.13	4%
Paramedic	\$187.67	5%
Critical Care Paramedic	\$225.20	6%

3. July 1, 2025 through June 30, 2026

POSITION	Base Wage	
CONFIRMED FIREFIGHTER	\$3,940.99	
RANKS		% of the Base
FF1	\$185.23	4.7%
FF2	\$405.92	10.3%
Engineer	\$638.44	16.2%
Lieutenant	\$800.02	20.3%
Captain	\$941.90	23.9%
Battalion Chief	\$1,576.40	40.0%
Incentive/Stipend Pay		% of the Base
EMT w/All MT State Endorsements	\$197.05	5.0%
AEMT	\$291.63	7.4%
Paramedic	\$591.15	15.0%
Critical Care Paramedic	\$709.38	18.0%
EMS Officer	\$366.51	9.3%
Deputy EMS Officer	\$185.23	4.7%
Fire Training Officer	\$366.51	9.3%
Inspector	\$366.51	9.3%
Mechanic	\$366.51	9.3%
Instructor	\$27.59	0.7%
Differential FF2 to Engineer	\$118.23	13.3%
Differential Engineer to Lieutenant	\$82.76	18.3%
Differential Lieutenant to Captain	\$70.94	22.1%
Differential Engineer to Captain	\$153.70	20.1%
Differential Chief	\$319.22	32.0%
Confirmed FF Out of Town Transfers		% of the Base
EMT	\$118.23	3%
EMT w/Endorsements & AEMT	\$157.64	4%
Paramedic	\$197.05	5%
Critical Care Paramedic	\$236.46	6%

4. Out of Town Transfers: Medical Transfers shall be compensated at a premium based on current ECP licensure of the employee. The first hour of all transfers will be compensated at 1.5 times the hourly rate. Employees facilitating Medical Transfers off duty over a 100-mile radius of Miles City will be paid the stipend and a guaranteed minimum of eight hours pay.
5. Longevity Bonuses: Longevity Bonuses shall be computed at 1.0% per annum times their length of service on the Fire Department as measured from the date the employee was hired to the current date. Longevity bonuses shall be calculated using the base pay and the employee's current rank.
6. Standby Pay
 - a. Standbys for ambulance calls, events, county fire calls, and city fire calls shall be paid at 1½ times the regular salary amount for the first hour, followed by straight time for all additional hours.
 - b. Standbys worked on holidays shall be paid at the regular holiday rate for all holiday hours worked.
 - c. Extra vacation days and sick leave shifts shall be worked at straight time up to the maximum 212 hours under the 7K exemption of the Federal Fair Labor Standards Act.
 - d. The Fire Inspector/Deputy Fire Inspector shall be compensated at their regular hourly rate for those hours worked outside their regular scheduled shift for the purpose of performing inspections. These hours shall be kept to a minimum.
 - e. Events will be paid at 1½ times the regular hourly rate.
 - f. Civilian employees shall be compensated at 1 ½ times the regular rate for those hours worked after his/her 40-hour workweek.
7. Overtime: All covered employees with the exception of the civilian employees, will be exempt from the 40-hour workweek under the condition of the 7K Exemptions to the Fair Labor Standards Act. Those under this exemption will be on a 28-day work cycle with a maximum of 212 hours of straight time compensated hours. After the maximum hours have been accumulated in the 28-day cycle, all hours over the 212 shall be paid at 1½ time the regular rate of pay. All other provisions for overtime compensation shall remain the same.
 - a. Scheduled overtime: Overtime with one calendar week notice to the employee of a shift(s) needing to be filled to keep the 3 firefighter minimum clause intact.
 - b. Mandatory Overtime: Overtime utilized if less than one week's notice and unable to fill by voluntary rotation, OT may be assigned on short notice, to maintain 3 firefighter minimum clause.

- c. Voluntary overtime: Overtime that is posted and employees are able to sign up as desired including but not limited to: event standbys, out of town transfers, standbys.
 - d. Mandatory callback: Shall fall under MCA Code with regards to emergency call back (or emergency related) MCA 2019 7-33-2001 (5).
8. Clothing Allotment: The clothing allotment for members shall be \$45.00 per month; paid quarterly on March 31, June 30, September 30 and December 31. An initial \$300 will be provided to the new employee's account.

ADDENDUM B – HEALTH INSURANCE

1. For contract year 2023 – 2024, the monthly health insurance premium contributions will be paid as set forth below. The monthly health insurance premiums contributions will be increased by the amount the City increases its premiums contributions for other City Employees.

Category - Medical Benefits	Employee Cost	Employer Cost	Premium
Single	\$ -	\$782.00	\$782.00
Employee & Spouse	\$782.00	\$782.00	\$1,564.00
Employee & Children	\$587.00	\$782.00	\$1,369.00
Employee & Family	\$1,369.00	\$782.00	\$2,151.00
Category - Dental Benefits	Employee Cost	Employer Cost	Premium
Single	\$ -	\$34.00	\$34.00
Employee & Spouse	\$34.00	\$34.00	\$68.00
Employee & Children	\$32.00	\$34.00	\$66.00
Employee & Family	\$70.00	\$34.00	\$104.00

Category - Vision Benefits	Employee Cost	Employer Cost	Premium
Single	\$ -	\$8.15	\$8.15
Employee & Spouse	\$4.85	\$8.15	\$13.00
Employee & Children	\$5.10	\$8.15	\$13.25
Employee & Family	\$13.20	\$8.15	\$21.35

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

ADDENDUM C – PROMOTIONAL PROCEDURE

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

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

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

1. Battalion Chief

- A. Eligibility Requirements at time of promotion posting:

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

B. Assessment and Testing

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

- **Written Exercise (30%)** - Applicants for Battalion Chief will be given two separate written examinations, each with a maximum possible point value of 15 points. One test will be compiled by the Chief of the Department from material agreed upon by the Chief and the Union, and one test will be of the type purchased from a testing facility. The available points will be awarded on a percentage basis. In order to continue the promotional process, the candidate(s) must score at least 70% correct on the written tests.
- **Experience (20%)** - Candidates will receive 10 points. An additional 2 points for each full year they have served as a Captain, up to a maximum of 10 additional points.
- **Education / Training (15%)** - Up to 15 points may be awarded to a candidate for education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, or special projects and assignments may also be considered. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. Candidates may submit items to be considered for addition to the list and must do so no later than 45 calendar days prior to the test administration.
- **Assessment/Scenarios (25%)** - Candidates will be assessed on at least two and no more than four emergency incident scenarios. Candidates may receive up to a maximum of 25 points total for their performance on the scenarios. Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value. A minimum score of 70% is required to continue with the promotion process.

- Oral Interview (10%) - Interview questions will be developed by the Labor Management Assessment Panel. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value totaling to 10 points. The questions will be submitted to the Human Resources Department for review and approval.

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

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

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

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

2. Captain

A. Eligibility Requirements at time of promotion posting:

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

B. Assessment and Testing

Components will total to 100 points and include:

- Written Test (15 %) - The written test will have a total value of 15 points. Test questions are developed from required IFSTA Red Manuals, department SOGs/Working Rules and Regulations, and city policy. A minimum score of 70% is required to continue with the promotion process.
- Experience with the Miles City Fire Rescue as an Acting Captain (based on time in position) (10%):
 - The most experienced candidate will receive: 10 points
 - The second most experienced candidate will receive: 7.5 points
 - The third most experienced candidate will receive: 5 points
 - The fourth most experienced candidate will receive: 2.5 points
- Education/Training (15%) - Up to 15 points may be awarded to a candidate for education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, leadership classes, or special projects/assignments may be considered. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. Candidates may submit items to be considered for addition to the list and must do so no later than 45 calendar days prior to the test administration.
- Assessment Scenarios (25%) - Each candidate will be assessed on three emergency incident scenarios worth 5 points each (simulated emergency incident scenarios using power-point visual aids). Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value. Candidates will receive information necessary to complete an NFIRS report worth 10 points. A minimum score of 70% is required to continue with the promotion process.
- Oral Interview (15%) - Interview questions will be developed by the Labor Management Assessment Panel. Points will be awarded on the appropriateness of answers. Each person will be asked the same questions. Each question will have the same weighted value totaling to 15 points. The questions will be submitted to the Human Resources Department for review and approval.

- Seniority (20%) - Each Applicant will score two points for each year of employment with the Fire Department, not to exceed twenty points.

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

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

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

3. Engineer

A. Eligibility Requirements at time of promotion posting:

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

B. Assessment and Testing

Components will total to 100 points and include:

- Written Test (15%) - The written test will have a total value of 15 points. Test questions are developed from required IFSTA Red Manuals, and department SOGs/Working Rules and Regulations (as pertaining to this position). A minimum score of 70% is required to continue in the promotional process.
- Experience with the Miles City Fire Rescue as an Acting Engineer (based on time in position) (10%) -

- The most-experienced candidate will receive: 10 points
- The second most-experienced candidate will receive: 7.5 points
- The third most-experienced candidate will receive: 5 points
- The fourth most-experienced candidate will receive: 2.5 points
- • Education/ Training (15%) - Up to 15 points may be awarded to a candidate for education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, ODP/leadership classes, or special projects/assignments may be considered. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. Candidates may submit items to be considered for addition to the list and must do so no later than 45 calendar days prior to the test administration.
- Assessment Scenarios (25%) - Each candidate will be assessed on three emergency incident scenarios worth 5 points each (simulated emergency incident scenarios using power-point visual aids) appropriate to the engineer position. Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value. The Assessment panel will agree on the point values assessed each question before the assessment begins. Each candidate will be assessed on two mentorship based scenarios worth 5 points apiece (The goal of this is a teaching role of a junior department member tasks and department knowledge, i.e. tool maintenance). A minimum score of 70% is required to continue with the promotion process.
- Oral Interview (15%) - Interview questions will be developed by the Labor Management Assessment Panel. Points will be awarded on the appropriateness of answers. Each person will be asked the same questions. Each question will have the same weighted value totaling to 15 points. The questions will be submitted to the Human Resources Department for review and approval.
- Seniority (20%) - Each Applicant will score two points for each year of employment with the Fire Department, not to exceed twenty points.

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

highest ranking candidate on the current promotion list will be recommended to the Mayor for promotion.

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

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

4. Review of Performance For All Promotional Processes

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

5. Probationary Period For All Promoted Positions

- Successful completion of a one-year probationary period as evidenced by a satisfactory performance evaluation is required for confirmation of promotion.
- A 3-month performance evaluation will be performed by the Battalion Chief (or by the Chief for a newly promoted Battalion Chief), and develop a work plan if necessary.
- A 6-month performance evaluation will be performed by the Battalion Chief (or by the Chief for a newly promoted Battalion Chief), and the work plan will be reviewed and adjusted as necessary.
- The Fire Chief, Battalion Chief, and Training Officers will perform a final probationary performance evaluation just prior to the one-year anniversary date.
- The employee will also perform a self-evaluation and draft a new work plan for the next year.

- If at any time during the probationary period the employee's performance is substandard, the Fire Chief may return the employee to his or her previous position. Substandard performance means not meeting the performance standards outlined in the job description and/or work plan.
- Upon successful completion of the one-year probationary period, the Fire Chief will recommend confirmation of promotion to the Mayor.

6. Documentation

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

7. Sunset of the Lieutenant Position

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

8. The deputy inspector position will be dissolved at the end of contract year 2023/2024. At the beginning of contract year 2024/2025, a second Inspector position will be appointed. This change will be reflected in the wage addendum.

9. At the beginning of contract year 2024/2025, a mechanic position will be appointed by the Chief to include job requirements, position description, and wage. The mechanic stipend will be 9.3% of the base, reflected in the wage addendum.
10. At the beginning of contract year 2024/2025, Article 6, subsection C, part d, delete "Deputy Inspector", "for Deputy Inspector".

ADDENDUM D – EVENT OVERTIME ROTATION

1. All overtime at scheduled events (i.e. Motorcycle races, Bucking Horse Sale events, Fair, Rodeos, etc.) will be posted as soon as they are received in the Chief office.
2. All time slots may be filled voluntarily until seven (7) days prior to the event.
3. At seven (7) days prior to the event the remaining time slots will be filled by rotation beginning with the person with the least amount of checks. This list will be kept separate from all other rotation lists in the Chief's or Battalion Chiefs office.
4. The time slots that are filled will count off of the rotation names if that name is up on the list.

5. The Battalion Chief is the only Officer excused from this rotation list. The person that is on vacation and the shift on at the time (day of event) of filling the rotation will receive a check on the list.
6. All filled slots by rotation are the responsibility of the person to cover that event (in the event of a tie, seniority will be in effect). Trading, as in shift trading, is acceptable.

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
137422	86935S	2090 MONTANA LEAGUE OF CITIES & TOWNS	4,146.82					
1	ML00790 06/01/23	MLCT Annual Dues	4,146.82*		30821	1000 3 410500	334	101000
137494	86936S	4192 YELLOWSTONE ENVIROMENTAL	2,579.49					
1	07/07/23	Trees	2,344.50		32459	1000 13 460433	350	101000
2	72148 07/05/23	Repair Sprinklers	234.99		32382	5310 33 430640	360	101000
137500	86937S	2910 TONGUE RIVER ELECTRIC	616.02					
1	07/25/23	Southgate Lighting	525.00			2450 51 430263	341	101000
2	07/25/23	Government Hill Radio Tower	46.68		32830	2850 105 420140	341	101000
3	07/25/23	Mildred Tower Radio	44.34		32830	2850 105 420140	341	101000
137501	-99349C	1921 MONTANA MUNICIPAL INTERLOCAL	99,286.16					
1	07/31/23	PROPERTY INSURANCE PREMIUM	5,111.09*			1000 8 411230	511	101000
2	07/31/23	PROPERTY INSURANCE PREMIUM	148.43*			1000 21 440600	511	101000
3	07/31/23	PROPERTY INSURANCE PREMIUM	2,166.86*			1000 7 420460	511	101000
4	07/31/23	PROPERTY INSURANCE PREMIUM	5,637.69*			1000 13 460433	511	101000
5	07/31/23	PROPERTY INSURANCE PREMIUM	495.54*			1000 5 420140	511	101000
6	07/31/23	PROPERTY INSURANCE PREMIUM	5,172.56*			2220 16 460100	511	101000
7	07/31/23	PROPERTY INSURANCE PREMIUM	15,561.31*			5210 22 430530	511	101000
8	07/31/23	PROPERTY INSURANCE PREMIUM	6,448.55*			5210 23 430550	511	101000
9	07/31/23	PROPERTY INSURANCE PREMIUM	18,690.96*			5310 33 430640	511	101000
10	07/31/23	PROPERTY INSURANCE PREMIUM	3,057.26*			5310 32 430690	511	101000
11	07/31/23	PROPERTY INSURANCE PREMIUM	1,385.37*			5510 10 420730	511	101000
12	07/31/23	PROPERTY INSURANCE PREMIUM	1,223.42*			2510 107 430220	511	101000
13	07/31/23	PROPERTY INSURANCE PREMIUM	305.85			2520 108 430220	511	101000
14	07/31/23	PROPERTY INSURANCE PREMIUM	29.60*			2985 15 450330	513	101000
15	07/31/23	PROPERTY INSURANCE PREMIUM	5,961.41*			5610 87 430300	511	101000
16	07/31/23	PROPERTY INSURANCE PREMIUM	1,373.60*			1000 5 420140	512	101000
17	07/31/23	PROPERTY INSURANCE PREMIUM	7,744.37*			1000 7 420460	512	101000
18	07/31/23	PROPERTY INSURANCE PREMIUM	3,382.74*			5510 10 420730	512	101000
19	07/31/23	PROPERTY INSURANCE PREMIUM	1,104.56*			1000 13 460433	512	101000
20	07/31/23	PROPERTY INSURANCE PREMIUM	907.43*			5210 23 430550	512	101000
21	07/31/23	PROPERTY INSURANCE PREMIUM	2,778.14*			5310 31 430630	512	101000
22	07/31/23	PROPERTY INSURANCE PREMIUM	303.35			5210 22 430530	512	101000
23	07/31/23	PROPERTY INSURANCE PREMIUM	206.84*			5310 33 430640	512	101000
24	07/31/23	PROPERTY INSURANCE PREMIUM	2,923.31			5610 87 430300	512	101000
25	07/31/23	PROPERTY INSURANCE PREMIUM	4,766.66*			2510 107 430220	512	101000
26	07/31/23		1,191.66			2520 108 430220	512	101000
27	07/31/23		457.59			2850 105 420140	512	101000
28	07/31/23		750.01*			1000 3 410500	521	101000

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137503	-99345C	4019 WEX BANK	14,320.28					
1	07/30/23 FUEL		1,316.67		32886	1000 13 460433	231	101000
3	07/30/23 FUEL		4,844.44		32886	2510 107 430220	231	101000
4	07/30/23 FUEL		1,211.11		32886	2520 108 430220	231	101000
6	07/30/23 FUEL		123.01		32375	5210 22 430530	231	101000
7	07/30/23 FUEL		123.01		32375	5210 80 430540	231	101000
8	07/30/23 FUEL		123.01		32375	5310 33 430640	231	101000
9	07/30/23 FUEL		246.03		32375	5310 32 430690	231	101000
10	07/30/23 FUEL		452.08*		32621	1000 7 420460	231	101000
11	07/30/23 FUEL		1,110.77*		32621	5510 10 420730	231	101000
12	07/30/23 FUEL		2,628.16		32912	1000 5 420140	231	101000
13	07/30/23 FUEL		229.48		32912	1000 21 440600	231	101000
15	07/30/23 FUEL		650.68		32732	5210 23 430550	231	101000
16	07/30/23 FUEL		650.68		32732	5310 31 430630	231	101000
17	07/30/23 FUEL		611.15		1523	5610 87 430300	231	101000
137504	86938S	2914 TOURISM BUSINESS IMPROVEMENT	3,046.00					
1	07/30/23 TBID ~ Monthly		3,046.00			7370 212500		101000
137505	86933S	394 BOSS INC	1,154.88					
1	07/21/23 Finance		230.79*		31345	1000 3 410500	220	101000
2	07/21/23		230.79		31345	5210 25 430510	220	101000
3	07/21/23		230.79		31345	5310 29 430610	220	101000
5	556031 06/22/23 Police		26.99		32905	1000 5 420140	210	101000
7	551343 05/31/23 Dispatch		148.59*		32814	1000 5 420160	210	101000
8	553124 06/08/23		39.98*		32814	1000 5 420160	210	101000
9	553531 06/12/23		53.50*		32814	1000 5 420160	210	101000
10	556406 06/26/23 Fire		67.04*		32615	1000 7 420460	220	101000
11	556406 06/26/23		42.86*		32615	5510 10 420730	220	101000
12	557187 06/26/23 Public Works/Planning		83.55		32884	1000 36 411020	320	101000
137506	86825S	2830 STAR PRINTING & SUPPLY	79.48					
5	303069 06/20/23 MCFIRE		16.58*		32614	1000 7 420460	210	101000
6	303069 06/20/23		10.60*		32614	5510 10 420730	210	101000
12	302920 06/05/23 Public Utilities		26.15		32740	5210 23 430550	210	101000
13	302920 06/05/23		26.15		32740	5310 31 430630	210	101000
137507	86934S	572 VERIZON WIRELESS	1,662.84					
1	07/07/23 Cell Phone Fees		248.88		32921	1000 5 420140	220	101000
2	9939008914 07/07/23 MDT Fees		320.08		32921	2850 105 420140	345	101000
3	07/07/23 Sims Cards, MCPD, GCSO, PCSO,		1,093.88		32826	2850 105 420140	345	101000

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137509	-99350C	1921 MONTANA MUNICIPAL INTERLOCAL	259.37					
1	436319 07/05/23 July Retiree Premiums		259.37			1000 362022		101000
137511	86939S	3039 UTILITIES UNDERGROUND LOCATION	133.20					
1	600224 07/20/23 July Locates		33.30		32739	5210 23 430550	220	101000
2	600224 07/20/23		33.30		32739	5310 31 430630	220	101000
3	600224 07/20/23		66.60		32739	2510 107 430220	220	101000
137512	-99354E	373 MASTERCARD	27,832.17					
1	07/20/23		5.33*			1000 3 410500	220	101000
2	07/20/23		168.67			1000 5 420140	220	101000
3	07/20/23		2,098.58*			1000 5 420140	227	101000
4	07/20/23		57.01			1000 5 420140	311	101000
5	07/20/23		76.32			1000 5 420140	345	101000
6	07/20/23		2,131.71			1000 5 420140	366	101000
7	07/20/23		700.00			1000 5 420140	380	101000
8	07/20/23		49.99*			1000 5 420160	210	101000
9	07/20/23		489.79*			1000 5 420160	214	101000
10	07/20/23		252.00			1000 6 410300	311	101000
13	07/20/23		80.35*			1000 7 420460	210	101000
14	07/20/23		-3.55*			1000 7 420460	220	101000
15	07/20/23		479.20*			1000 7 420460	230	101000
16	07/20/23		4.25*			1000 7 420460	364	101000
17	07/20/23		704.27*			1000 7 420460	370	101000
18	07/20/23		896.76*			1000 7 420460	380	101000
19	07/20/23		295.83*			1000 7 420460	400	101000
20	07/20/23		50.00			1000 13 460433	210	101000
21	07/20/23		925.66			1000 13 460433	214	101000
22	07/20/23		239.79			1000 13 460433	230	101000
23	07/21/23		234.17			1000 13 460433	231	101000
24	07/20/23		136.22			1000 13 460433	363	101000
25	07/20/23		38.94			1000 21 440600	220	101000
26	07/20/23		37.18			1000 21 440600	311	101000
27	07/20/23		80.00			1000 201 431200	334	101000
28	07/20/23		57.71			2510 107 430220	210	101000
30	07/20/23		519.45			2510 107 430220	214	101000
31	07/20/23		49.61			2510 107 430220	220	101000
34	07/20/23		260.20			2510 107 430220	230	101000
36	07/20/23		5.18			2510 107 430220	231	101000
37	07/20/23		175.95			2510 107 430220	226	101000
38	07/20/23		487.38			2510 107 430220	360	101000
39	07/20/23		268.05			2510 107 430220	363	101000
40	07/20/23		14.43			2520 108 430220	210	101000
41	07/20/23		129.88			2520 108 430220	214	101000

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42	07/20/23		12.41			2520 108 430220	220	101000
43	07/20/23		43.99			2520 108 430220	226	101000
44	07/20/23		1.30			2520 108 430220	231	101000
46	07/20/23		65.05			2520 108 430220	230	101000
47	07/20/23		121.85			2520 108 430220	360	101000
48	07/20/23		67.01			2520 108 430220	363	101000
49	07/20/23		30.00*			2880 112 460100	350	101000
50	07/20/23		-19.15			2880 39 460100	210	101000
51	07/20/23		325.64*			2880 112 460100	382	101000
52	07/20/23		120.81*			2880 112 460100	360	101000
53	07/20/23		1,739.92*			2880 43 460100	214	101000
54	07/20/23		3,219.28*			2880 43 460100	382	101000
55	07/20/23		803.85*			2985 15 450340	220	101000
56	07/20/23		72.24			5210 22 430530	220	101000
57	07/20/23		251.18			5210 22 430530	230	101000
59	07/20/23		2.48			5210 22 430530	311	101000
60	07/20/23		3.21			5210 22 430530	363	101000
61	07/20/23		54.10			5210 23 430550	210	101000
62	07/20/23		448.71			5210 23 430550	214	101000
63	07/20/23		198.87			5210 23 430550	220	101000
64	07/20/23		747.47			5210 23 430550	230	101000
65	07/20/23		304.61			5210 23 430550	360	101000
66	07/20/23		71.00			5210 23 430550	363	101000
67	07/20/23		5.33			5210 25 430510	220	101000
68	07/20/23		69.71			5210 80 430540	220	101000
69	07/20/23		25.00			5210 80 430540	222	101000
70	07/20/23		204.10			5210 80 430540	230	101000
73	07/20/23		5.33			5310 29 430610	220	101000
74	07/20/23		54.09			5310 31 430630	210	101000
75	07/20/23		425.68			5310 31 430630	214	101000
76	07/20/23		194.98			5310 31 430630	220	101000
77	07/20/23		35.04			5310 31 430630	230	101000
78	07/20/23		304.62			5310 31 430630	360	101000
79	07/20/23		70.98			5310 31 430630	363	101000
80	07/20/23		26.60			5310 32 430690	220	101000
81	07/20/23		24.96			5310 32 430690	230	101000
82	07/20/23		182.11			5310 33 430640	220	101000
85	07/20/23		516.00			5310 33 430640	222	101000
86	07/20/23		538.71			5310 33 430640	230	101000
87	07/20/23		2.94			5310 33 430640	311	101000
88	07/20/23		186.83			5310 33 430640	363	101000
89	07/20/23		20.40*			5510 10 420730	210	101000
90	07/20/23		827.76*			5510 10 420730	222	101000
91	07/20/23		62.62*			5510 10 420730	230	101000
92	07/20/23		557.85*			5510 10 420730	364	101000

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93	07/20/23		169.98			5610 87 430300	220	101000
94	07/20/23		971.71			5610 87 430300	230	101000
95	07/20/23		82.66			5610 87 430300	231	101000
96	07/20/23		11.28			5610 87 430300	250	101000
97	07/20/23		35.80			5610 87 430300	311	101000
98	07/20/23		184.44			5610 87 430300	345	101000
99	07/20/23		39.58			5610 87 430300	363	101000
100	07/20/23		123.12			5610 87 430300	380	101000
101	07/20/23		667.54			6040 910 430220	214	101000
102	07/20/23		269.97			6040 910 430220	226	101000
103	07/20/23		40.66			6040 910 430220	230	101000
104	07/20/23		11.65*			6040 910 430220	311	101000
137513	-99356C 4187 MOFI		1,162.96					
1	07/05/23 Fire Training Center Payment51		594.91*			1000 7 490500	654	101000
2	07/05/23		568.05*			1000 7 490500	655	101000
137514	86929S 4076 EXPRESS LAUNDRY, LLC COMMERCIAL		705.00					
1	58675 06/13/23 City Hall Rugs		34.50		32856	1000 8 411230	360	101000
2	58999 06/27/23 City Hall Rugs		34.50		32871	1000 8 411230	360	101000
3	58757 06/16/23		20.50		32862	1000 8 411230	360	101000
5	58618 06/09/23 WWTP		15.00		32378	5310 33 430640	360	101000
6	58571 06/07/23 WWTP		19.50		32378	5210 22 430530	360	101000
7	58693 06/13/23 PD		18.00		32598	1000 5 420140	360	101000
8	59019 06/27/23		18.00		32908	1000 5 420140	360	101000
9	59054 06/28/23 Library Annual		545.00*		32226	2220 16 460100	360	101000
137515	-99347E 1970 MONTANA DAKOTA UTILITIES		41,202.34					
1	GAS/ELECTRIC ~ FD		484.05*			1000 7 420460	341	101000
2	GAS/ELECTRIC ~ FD		36.70*			1000 7 420460	344	101000
3	GAS/ELECTRIC ~ City Hall		533.91			1000 8 411230	341	101000
4	GAS/ELECTRIC ~ City Hall		64.87			1000 8 411230	344	101000
5	GAS/ELECTRIC ~ Parks		803.25			1000 13 460433	341	101000
6	GAS/ELECTRIC ~ Parks		85.56			1000 13 460433	344	101000
7	GAS/ELECTRIC ~ Bath House		245.25			1000 14 460445	341	101000
8	GAS/ELECTRIC ~ Animal Shelter		68.23			1000 21 440600	341	101000
9	GAS/ELECTRIC ~ Animal Shelter		28.62			1000 21 440600	344	101000
10	GAS/ELECTRIC ~ Library		965.76*			2220 16 460100	341	101000
11	GAS/ELECTRIC ~ Library		66.25*			2220 16 460100	344	101000
14	GAS/ELECTRIC ~ District 165		4,026.51			2400 46 430263	341	101000
15	GAS/ELECTRIC ~ Rental Fee		8,836.60			2400 46 430263	533	101000
16	GAS/ELECTRIC ~ District 167		568.23			2420 48 430263	341	101000
17	GAS/ELECTRIC ~ Rental Fee		1,054.80			2420 48 430263	533	101000
18	GAS/ELECTRIC ~ District 171		167.02			2430 49 430263	341	101000
19	GAS/ELECTRIC ~ District 172		1,113.92			2440 50 430263	341	101000

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20		GAS/ELECTRIC ~ District 202	117.87			2470 72 430263	341	101000
21		GAS/ELECTRIC ~ Rental Fee	325.90			2470 72 430263	533	101000
22		GAS/ELECTRIC ~ District 173	32.26			2480 47 430263	341	101000
23		GAS/ELECTRIC ~ Sewer Lift	113.54			2510 107 430220	341	101000
28		GAS/ELECTRIC ~ Water Plant	6,470.14			5210 22 430530	341	101000
30		GAS/ELECTRIC ~ Water Plant	248.11			5210 22 430530	344	101000
31		GAS/ELECTRIC ~ Fish & Game	13.96			5210 23 430550	341	101000
32		GAS/ELECTRIC ~ Fish & Game	7.34			5210 23 430550	344	101000
33		GAS/ELECTRIC ~ Fish & Game	13.96			5310 31 430630	341	101000
34		GAS/ELECTRIC ~ Fish & Game	7.34			5310 31 430630	344	101000
35		GAS/ELECTRIC ~ Sewer Lift	2,194.40			5310 32 430690	341	101000
36		GAS/ELECTRIC ~ Sewer Lift	94.19			5310 32 430690	344	101000
38		GAS/ELECTRIC ~ Ambulance	217.47*			5510 10 420730	341	101000
39		GAS/ELECTRIC ~ Ambulance	16.49*			5510 10 420730	344	101000
42		GAS/ELECTRIC ~ Shop	515.74			6040 910 430220	341	101000
43		GAS/ELECTRIC ~ Shop	35.03			6040 910 430220	344	101000
44		FISH & GAME ~ ELECTRIC	22.33			2510 107 430220	341	101000
45		FISH & GAME ~ ELECTRIC	11.75			2510 107 430220	344	101000
46		FISH & GAME ~ ELECTRIC	5.58			2520 108 430220	341	101000
47		FISH & GAME ~ ELECTRIC	2.94			2520 108 430220	344	101000
50		Airport Electric	928.82			5610 87 430300	341	101000
51		Airport Gas	157.98			5610 87 430300	344	101000
54		N Daly Sewer Treatment Plant	8,967.06			5310 33 430640	341	101000
55		419 N 7th PD	25.35			1000 5 420140	344	101000
56		419 N 7th PD	311.17			1000 5 420140	341	101000
57		419 N 7th PD	155.46			1000 5 420140	341	101000
58		419 N 7th PD	68.59			1000 5 420140	344	101000
59		Spotted Eagle Walleyes	23.52			1000 13 460433	341	101000
60		Splash Pad	695.76			1000 13 460433	341	101000
61		Bender MC Softball	131.87			1000 13 460433	341	101000
62		Bender MCC Softball	120.89			1000 13 460433	341	101000
137516	86940S	700 CUSTER COUNTY WATER & SEWER	18,530.33					
1	07/31/23	CCWSD Water/Sewer Collections	18,530.33			7980 211020		101000
137519	86941S	721 DALES CLEANING SERVICE	700.00					
1	07/27/23	City Hall ~ July Cleaning	700.00		30520	1000 8 411230	360	101000
137520	86942S	268 MILES CITY SANITATION INC.	1,889.00					
1	07/10/23	City Shop Garbage	360.80		32898	2510 107 430220	350	101000
2	07/10/23		90.20		32898	2520 108 430220	350	101000
3	07/10/23		225.50		32898	5210 23 430550	350	101000
4	07/10/23		225.50		32898	5310 31 430630	350	101000
5	37152147	07/01/23 Police Dept Garbage Annual	30.00		32917	1000 5 420140	360	101000
6	2004349	07/01/23 Fire Department Garbage Annu	583.77*		32626	1000 7 420460	346	101000

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7	2004349 07/01/23		373.23*		32626	5510 10 420730	346	101000
137521	86943S 4013 SOLESTONE REIMB SERVICES		3,872.96					
1	13037 07/03/23 July Billing		3,872.96*		32625	5510 10 420730	350	101000
137522	86944S 4008 PITNEY BOWES		267.18					
1	07/26/23 Postage Quarterly Lease		89.06*			1000 3 410500	220	101000
2	07/26/23		89.06			5210 25 430510	220	101000
3	07/26/23		89.06			5310 29 430610	220	101000
137523	86945S 3292 MONTANA AIR CARTAGE		275.55					
1	63023 07/07/23 Partners Program crate deliver		275.55*		32227	2880 39 460100	311	101020
137524	86827S 1721 MID RIVERS TELEPHONE CORP		4,571.21					
1	CITY COURT		132.91		31491	1000 6 410300	345	101000
3	LIBRARY		148.50*		32223	2220 16 460100	345	101000
4			103.80*		32223	2220 16 460100	347	101000
5	CITY POOL		96.73			1000 14 460445	345	101000
6	911 EMERGENCY		474.76		32818	2850 105 420140	341	101000
7	911 EMERGENCY		475.18		32818	2850 105 420140	345	101000
8	RSVP		125.04*		32327	2985 15 450340	345	101000
9	AIRPORT		57.52		1721	5610 87 430300	345	101000
10			156.95		1721	5610 87 430300	319	101000
11			24.00		1721	5610 87 430300	347	101000
12	MAYOR		74.44*			1000 1 410200	345	101000
13	FINANCE		100.56*			1000 3 410500	345	101000
14			8.70*			1000 3 410500	347	101000
15	ATTORNEY		108.93			1000 4 411100	345	101000
16	POLICE		331.06			1000 5 420140	345	101000
17			57.86			1000 5 420140	347	101000
18	PD/DISPATCH		193.04*			1000 5 420160	345	101000
19	FIRE		226.09*			1000 7 420460	345	101000
20			50.69*			1000 7 420460	347	101000
21	TREASURER		55.79			1000 9 410540	345	101000
22	PARK DEPT		74.59			1000 13 460433	345	101000
23			26.82			1000 13 460433	347	101000
24	ANIMAL CONTROL		73.24			1000 21 440600	345	101000
25			44.95			1000 21 440600	347	101000
26	PLANNING		40.83			1000 36 411020	345	101000
27	Flood		52.00			1000 201 431200	345	101000
28	BUILDING INSPECTION		75.04*			2394 18 420531	345	101000
29	MMD #204		137.97			2510 107 430220	345	101000
30	MMD #205		77.09			2520 108 430220	345	101000
31	WATER PLANT		85.33			5210 22 430530	345	101000
32			22.82			5210 22 430530	347	101000

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33			132.76			5210 23 430550	345	101000
34			11.83			5210 23 430550	347	101000
35			60.38			5210 25 430510	345	101000
36			1.04			5210 25 430510	347	101000
37			60.37			5310 29 430610	345	101000
38			1.04			5310 29 430610	347	101000
39			132.77			5310 31 430630	345	101000
40			11.83			5310 31 430630	347	101000
41			72.37			5310 33 430640	345	101000
42			44.95			5310 33 430640	347	101000
43			130.18*			5510 10 420730	345	101000
44			24.96*			5510 10 420730	347	101000
45			105.73			6040 910 430220	345	101000
46			26.92			6040 910 430220	347	101000
48			0.03*			2935 11 460461	347	101000
49			40.33*			2310 11 460462	345	101000
50			0.49*			2310 11 460462	347	101000
137525	86946S	316 DATA IMAGING SYSTEMS, INC	1,313.00					
1		Finance General	171.98*			1000 3 410500	360	101000
2		Finance & Administration Water	107.63			5210 25 430510	360	101000
3		Finance & Administration Sewer	107.63			5310 29 430610	360	101000
4		Mayor	57.33*			1000 1 410200	360	101000
5		Planning & Community Services	57.33			1000 36 411020	360	101000
6		Public Utilities Water	123.83			5210 23 430550	360	101000
7		Public Utilites Sewer	123.83			5310 31 430630	360	101000
8		Public Works Maint 204	81.40			2510 107 430220	360	101000
9		Public Works Maint 205	43.57			2520 108 430220	360	101000
10		Treasurer	57.33			1000 9 410540	360	101000
11		TIF	57.33*			2310 11 460462	360	101000
12		Building Inspector	123.81*			2394 18 420531	360	101000
13	12062 07/17/23	UG Kit Pro 2-Lift Col-For Desk	200.00		32823	2850 105 420140	214	101000
137526	86947S	4258 EXECUTIVE BUILDING	1,950.00					
1	07/19/23	(Jul, Aug, Sept) Rent Suite 11	1,950.00*		32330	2985 15 450340	530	101000
137527	-99355C	523 CITY SERVICE, INC	1,226.73					
#23								
1	07/01/23	5000 Gallon Truck Principle	1,049.92		1337	5610 87 490500	650	101000
2	07/01/23	5000 Gallon Truck Interest	176.81		1337	5610 87 490500	651	101000

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137529	86948S 4401 DEBRA L. RIPPEL		800.00					
1	52689 07/27/23 Library Cleaning Contract July		800.00*		32233	2220 16 460100	360	101000
137530	86949S 4386 KIMBERLY MEES		750.00					
1	07/26/23 July PD Cleaning		750.00		32926	1000 5 420140	350	101000
137531	86950S 4429 RICE & MARTIN, P.C.		100.00					
1	07/24/23 Law Library Prof Services		100.00			1000 4 411100	350	101000
137536	86951S 1737 MC AREA SOLID WASTE DISTRICT		568.95					
	April, May, June 2023							
1	Q223B 07/10/23 Quarterly Charge		71.12			6040 910 430220	346	101000
2	Q223B 07/10/23		71.12			5210 22 430530	346	101000
3	Q223B 07/10/23		47.41*			1000 7 420460	346	101000
4	Q223B 07/10/23		47.41*			5510 10 420730	346	101000
5	Q223B 07/10/23		47.41			1000 8 411230	346	101000
6	Q223B 07/10/23		237.06			1000 13 460433	346	101000
7	Q223B 07/10/23		47.42			5310 33 430640	346	101000
137537	86952S 4127 I-STATE TRUCK CENTER		2,031.77					
1	251355529 05/30/23 Unit 17		172.74		32741	2510 107 430220	363	101000
2	251355529 05/30/23		43.18		32741	2520 108 430220	363	101000
3	251355529 05/30/23		107.97		32741	5210 23 430550	363	101000
4	251355529 05/30/23		107.96		32741	5310 31 430630	363	101000
5	251357994 07/17/23 Seat		1,599.92*		32630	5510 10 420730	364	101000
137538	86953S 4047 SAFEGUARD BUSINESS SYSTEMS		285.52					
1	CD5NV3 12/28/22 Claims Checks		285.52*		31343	1000 3 410500	220	101000
137539	86826S 673 CUSTER NETWORK AGAINST DOMESTIC		8,243.85					
1	03/31/23 Civil Legal Assist Jan-Mar		6,037.52			7471 212500		101000
2	06/30/23 Civil Legal Assist Apr-Jun		2,206.33			7471 212500		101000
137545	86954S 4423 ARCHIVE SOCIAL		5,988.00					
1	28809 07/01/23 Yearly Subscription		499.00*			1000 201 431200	330	101000
2	28809 07/01/23		998.00*			1000 5 420140	330	101000
3	28809 07/01/23		499.00*			1000 5 420160	330	101000
4	28809 07/01/23		499.00*			1000 21 440600	330	101000
5	28809 07/01/23		344.31*			1000 7 420460	330	101000
6	28809 07/01/23		154.69*			5510 10 420730	330	101000
7	28809 07/01/23		499.00*			2220 16 460100	330	101000
8	28809 07/01/23		998.00*			1000 3 410500	330	101000
9	28809 07/01/23		499.00*			1000 6 410300	330	101000
10	28809 07/01/23		499.00			5610 87 430300	330	101000

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11	28809 07/01/23		499.00*			2985 15 450340	330	101000
137546	86955S 1638 ENVIRO-CLEAN INTERMOUNTAIN LLC		225.73					
1	60530 07/05/23 Tachometer		90.29		32895	2510 107 430220	230	101000
2	60530 07/05/23		22.57		32895	2520 108 430220	230	101000
3	60530 07/05/23		56.44		32895	5210 23 430550	230	101000
4	60530 07/05/23		56.43		32895	5310 31 430630	230	101000
137547	-99351C 4363 MONTANA MUNICIPAL INTERLOCAL		7,500.00					
1	DR1005436 06/30/23 Event Deductible		7,500.00		32738	5310 31 430630	350	101000
137549	86956S 4435 AIRFIELD MAT SYSTEMS INC		548.00					
1	73384 07/11/23 3 Airfield Mats		548.00		1627	5610 87 430300	230	101000
137550	86957S 4115 RUSSELL INDUSTRIES INC		2,575.71					
1	13151 07/06/23 Lift Station Enclosure		2,430.00		32384	5310 32 430690	230	101000
2	13257 07/20/23 Pump Parts		145.71		32388	5310 32 430690	230	101000
137551	86958S 4162 CROSS PETROLEUM SERVICE		928.80					
1	T9792 06/23/23 Propane Mildred Tower		464.40		32821	2850 105 420140	220	101000
2	T9893 06/23/23 Propane Sheep MT Tower		464.40		32821	2850 105 420140	220	101000
137552	86959S 2151 Morrison-Maierle System		7,159.00					
1	000045089 06/29/23 Monthly Fees for Dispatch		3,685.00		32822	2850 105 420140	350	101000
2	00004519 07/06/23 UPS Repair Station #3		245.00		32822	2850 105 420140	350	101000
3	000045089 06/29/23 MCPD Connection with Dispat		360.00		32822	2850 105 420140	350	101000
4	231290 07/13/23 Professional Services		336.00*		32628	2991 7 420460	350 8	101000
5	000044631 07/19/23 4 New MDT Configurations		1,173.00		32825	2850 105 420140	350	101000
6	000045281 07/27/23 Managed Back Up IT Services		1,000.00		32832	2850 105 420140	350	101000
7	000045278 07/27/23 12 Workstations MCPD		360.00		32832	2850 105 420140	350	101000
137553	86960S 4436 GOLDSTAR PRODUCTS INC		719.10					
1	0078475 07/13/23 Asphalt Patch		719.10		1628	5610 87 430300	230	101000
137554	86828S 4426 APG YELLOWSTONE NEWS		398.43					
1	384738 07/13/23 Legal 2410 Dickinson		82.33		31223	1000 201 431200	331	101000
2	383612 07/13/23 Construction Ad		176.00*		31223	2394 18 420531	331	101000
3			57.77		32888	1000 36 411020	350	101000
4			82.33		31221	1000 201 431200	331	101000

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137555	86961S 2537 RDO EQUIPMENT CO		976.65					
1	1533412 07/13/23 Oil Filter & Mirror		7.14		30512	2510 107 430220	363	101000
2	1533412 07/13/23		1.78		30512	2520 108 430220	363	101000
3	1533412 07/13/23		4.47		30512	5210 23 430550	363	101000
4	1533412 07/13/23		4.46		30512	5310 31 430630	363	101000
5	1552312 07/17/23 Window Glass		277.92		30514	2510 107 430220	363	101000
6	1552312 07/17/23		69.48		30514	2520 108 430220	363	101000
7	1552312 07/17/23		173.70		30514	5210 23 430550	363	101000
8	1552312 07/17/23		173.70		30514	5310 31 430630	363	101000
9	4007112 07/27/23 Unit 37		105.60		32746	2510 107 430220	363	101000
10	4007112 07/27/23		26.40		32746	2520 108 430220	363	101000
11	4007112 07/27/23		66.00		32746	5210 23 430550	363	101000
12	4007112 07/27/23		66.00		32746	5310 31 430630	363	101000
137556	86962S 4005 DEPT OF LABOR & INDUSTRY		489.74					
1	22/23 07/17/23 22/23 Building Edu Fund Assess		489.74*		30825	2394 18 420531	540	101000
137557	-99348C 4010 FELT MARTIN P.C.		3,425.00					
1	07/17/23 Legal Services		3,425.00*			1000 3 411101	350	101000
137558	86931S 2865 DEPT OF ENVIRONMENTAL QUALITY		100.00					
1	5R2300023 07/17/23 License Renewal Fee		50.00		32743	5210 22 430530	334	101000
2	5R2300023 07/17/23		50.00		32743	5310 33 430640	334	101000
137559	86963S 4303 PARKER, HEITZ, & COSGROVE, PLLC		22.50					
1	20231704 07/17/23 City vs. Eckart		22.50*		31344	1000 2 410100	350	101000
137560	86964S 2607 ROCKY MNT INFO NETWORK		100.00					
1	24474 07/12/23 RMN Membership		100.00		32918	1000 5 420140	334	101000
137561	86965S 4437 GUNARAMA WHOLESALE INC LAW		4,608.00					
1	061923 07/17/23 Glocks 18 Handguns		4,608.00*		32920	1000 5 420140	227	101000
137562	86966S 1649 MCC CENTRA ATHLETIC CENTER		600.00					
1	07/25/23 Centra Memberships		600.00		32922	1000 5 420140	334	101000
137563	86967S 999999 FIRST PRESBYTERIAN CHURCH		100.00					
1	07/19/23 Rent for Bling		50.00*		32329	2985 15 450351	220	101000
2	07/19/23 Rent for Craft Bazaar		50.00*		32329	2985 15 450351	220	101000

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137564	86968S 2903 TIRE-RAMA		1,318.96					
1	106154 06/01/23 Tires A32		1,318.96*		32627	5510 10 420730	364	101000
137565	86969S 4438 DYNAMIC ANALYSIS ENGINEERING		8,618.75					
1	5233 07/17/23 Building Inspection 1415 N 6th		8,618.75*		31225	2394 18 420531	350	101000
137566	86970S 999999 LINDA WILKINS		308.65					
1	07/20/23 Travel Advance Labor Arbitrati		256.25*			1000 3 410500	370	101000
2	07/20/23 Travel to Colstrip for Summit		52.40*			1000 3 410500	370	101000
137567	86971S 4385 SIGN SOLUTIONS		3,274.53					
1	407118 07/18/23 Kleen Break Surf, Anchors, Cla		2,619.62		32792	2510 107 430220	242	101000
2	407118 07/18/23 Shear Bolts, Bolt Clamps		654.91		32792	2520 108 430220	242	101000
137568	86972S 2560 REGAN PLUMBING & HEATING		246.50					
1	14290 06/02/23 Wibaux Supplies		45.95		30517	1000 13 460433	230	101000
2	14291 06/07/23 Wibaux Men's Room		124.46		30517	1000 13 460433	230	101000
3	14292 06/08/23 Wibaux Supplies		58.99		30517	1000 13 460433	230	101000
4	14293 06/21/23 Wibaux D. Duke Project		7.88		30517	1000 13 460433	230	101000
5	14294 06/21/23 Parks Supplies		9.22		30517	1000 13 460433	230	101000
137569	86973S 2510 QUAD K SUPPLY		82.99					
1	67086 07/13/23 Bathroom Supplies		82.99		30516	1000 8 411230	360	101000
137570	86974S 2710 SELBYS		462.87					
1	1017492 07/14/23 Plotter Cleaning		92.57		31226	1000 201 431200	210	101000
2	1017492 07/14/23		74.06		31226	2510 107 430220	210	101000
3	1017492 07/14/23		18.52		31226	2520 108 430220	210	101000
4	1017492 07/14/23		46.29		31226	5210 23 430550	210	101000
5	1017492 07/14/23		46.29		31226	5310 31 430630	210	101000
6	1017492 07/14/23		92.57*		31226	2394 18 420531	210	101000
7	1017492 07/14/23		92.57		31226	1000 36 411020	210	101000
137571	-99346C 523 CITY SERVICE, INC.		17,129.95					
1	0679984 07/20/23 5,500 Gallons AV Jet-A		17,129.95		1630	5610 87 430300	237	101000
137572	86975S 1379 JP COOKE CO		86.35					
1	20042 07/25/23 Dog Licenses 2024		86.35		31346	1000 21 440600	220	101000

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137573	86976S 0285 07/25/23	2240 NOLLEYS WELDING & MACHINE INC Acetylene and punch holes	69.00 69.00		1631	5610 87 430300	230	101000
137574	87017S 01-1 07/25/23	771 DEPT OF REVENUE CGR-2 01-1 1% Contractors Gross Recie	4,453.35 4,453.35*		1633	5610 87 430300	937	7 101000
137575	87016S 8016 07/11/23	4109 CHS FARMERS ELEVATOR Superlube TMS	97.50 97.50		30519	1000 13 460433	231	101000
137576	86979S 85869 07/17/23	4266 BIG SKY COMMUNICATIONS, INC 2 Headsets, 6 batteries	344.00 344.00		32824	2850 105 420140	214	101000
137577	86980S 07/25/23	396 MONTANA DEPT OF LABOR & INDUSTRY Annual Elevator Inspection Cer	240.00 240.00		30521	1000 8 411230	360	101000
137578	86981S 6334 07/26/23	4000 AG PARTNERS, LLC Pesticides	390.00 110.00		32742	2510 107 430220	222	101000
					32742	2520 108 430220	222	101000
					32387	5210 22 430530	220	101000
					33007	2510 107 430220	222	101000
					33007	2520 108 430220	222	101000
137579	86982S 30156 07/25/23	2255 NORMONT EQUIPMENT CO Bearing Kit, Ground Roller	5,142.83 978.19		30525	2510 107 430220	363	101000
					30525	2520 108 430220	363	101000
					32750	2510 107 430235	230	101000
					32750	5310 31 430630	230	101000
137580	86983S 5159 03/20/23	4254 MC ELECTRIC, LLC 800 N 7th Overhead Line	173.43 173.43		30523	2510 107 430220	350	101000
137581	86984S 07/25/23	4417 GEOPLAND July Planning Services	3,744.00 3,744.00		30524	1000 36 411020	350	101000
137582	86985S 1000321150 07/01/23	4264 OCLC, INC Library World Cat Online S	1,382.61 1,382.61*		32231	2220 16 460100	350	101000
137583	86986S 39672 07/24/23	869 EAST MONT COMMUNICATIONS Radios, Batteries, Chargers	5,192.00 1,508.80		32744	2510 107 430220	214	101000
					32744	2520 108 430220	214	101000
					32744	5210 23 430550	214	101000
					32744	5310 31 430630	214	101000
					32925	1000 5 420140	220	101000
					32633	5510 10 420730	360	101000

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137584	86987S	4171 FERGUSON WATERWORKS #1701	5,913.62					
1	0860070 07/28/23	Fire Hydrant Repair Clamp	5,037.98		32745	5210 23 430550	235	101000
2	07/31/23	Parts	875.64		32748	5210 23 430550	235	101000
137585	86988S	1330 SCL Health - Sisters of Charity	241.75					
1	500397645 06/28/23	DUI Blood Draw	241.75		32928	1000 5 420140	350	101000
137586	86989S	4346 MOUNTAIN ALARM	42.00					
1	3759389 08/01/23	Alarm Monitoring	42.00		32924	1000 5 420140	220	101000
137587	86990S	999999 JARED DEVAULT	393.25					
1	07/26/23	Armorer Course Dickinson	164.00		32923	1000 5 420140	370	101000
2	07/26/23	Mileage Reimbursement	229.25		32923	1000 5 420140	370	101000
137588	86991S	370 G & J ENTERPRISES	992.00					
1	14493 07/24/23	Library Elevator Maintenance	992.00*		32234	2220 16 460100	360	101000
137589	86992S	4165 NORTHSTAR ELECTRIC SERVICE	880.00					
1	3476 07/16/23	Library Light Replacement	880.00*		32232	2880 112 460100	360	101000
137591	86993S	4253 DOUBLE J CONCRETE & CARPENTRY,	2,206.00					
1	0011 07/30/23	Curb Work	2,206.00		33002	2510 107 430234	350	101000
137592	86994S	52 ABC GLASS & SIGNS, INC.	290.00					
1	10065568 07/24/23	Glass Replacement, Glue Kit,	116.00		33001	2510 107 430220	363	101000
2	10065568 07/24/23		29.00		33001	2520 108 430220	363	101000
3	10065568 07/24/23		72.50		33001	5210 23 430550	363	101000
4	10065568 07/24/23		72.50		33001	5310 31 430630	363	101000
137593	86995S	999999 VINCENT BELL	89.72					
1	07/31/23	Refund Water Deposit	89.72			5210 214010		101000
137594	86996S	999999 ALYSSA HARDEN	34.74					
1	07/31/23	Refund Water Deposit	34.74			5210 214010		101000
137595	86997S	999999 JUSTIN MCNEAL	21.19					
1	07/31/23	Refund Water Deposit	21.19			5210 214010		101000
137596	86998S	999999 SARA DRINVILLE	36.61					
1	07/31/23	Refund Water Deposit	36.61			5210 214010		101000

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137597	86999S 999999 GARRETT NOLTE 1 07/31/23 Refund Water Deposit		95.87 95.87			5210 214010		101000
137598	87000S 800 DOEDEN CONSTRUCTION 1 62558 07/21/23 Curb and Gutter Pearl/Cottage 2 62591 07/25/23 8th St/Front of City Shop		2,729.95 1,790.88 939.07		33003 32747	2510 107 430233 5210 23 430550	230 220	101000 101000
137599	87001S 999999 RICK HUBER 1 07/31/23 Travel Reimbursement Colstrip		104.80 104.80			1000 2 410100	370	101000
137600	87002S 999999 STEVE STANHOPE 1 07/07/23 E-8 Repair		27.73 27.73*		32624	1000 7 420460	364	101000
137601	87003S 975 FIREMANS FUND 1 07/01/23 Clothing Allotment 1st Quarter		3,525.00 3,525.00*		32623	1000 7 420460	211	101000
137602	87004S 4190 IMAGE TREND, INC. 1 144098 07/11/23 Annual Fee		8,358.37 8,358.37*		32629	5510 10 420730	360	101000
137603	87005S 291 ECOLAB PEST ELIMINATION DIVISION 1 9970277 07/19/23 Service		113.55 113.55*		32631	1000 7 420460	220	101000
137604	87006S 4042 BLOEDORN LUMBER-MILES CITY 1 76987500 07/18/23 Training Supplies		25.40 25.40*		32632	1000 7 420460	380	101000
137605	87007S 4169 EMERGENCY APPARATUS MAINT., INC. 1 128562 07/10/23 Eng 8 Parts		218.82 218.82*		32637	1000 7 420460	364	101000
137606	87008S 2853 STRYKER SALES CORP 1 9204326439 07/19/23 Procure Contract Annual		8,578.44 8,578.44*		32636	5510 10 420730	350	101000
137607	87009S 498 CENTURY LINK 1 07/31/23 911 Phone System July		1,941.84 1,941.84		32834	2850 105 420140	345	101000
137608	87010S 4217 CENTRAL SQUARE TECHNOLOGIES 1 141515 07/27/23 Insight Licenses for MCPD (2)		1,910.06 1,910.06		32829	2850 105 420140	350	101000
137609	87011S 4439 SYN-TECH SYSTEMS 1 270266 08/02/23 6 New Cards		82.00 82.00		1634	5610 87 430300	230	101000

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137611	87012S	1780 MILES CITY MOTOR SUPPLY	140.05					
1	982634 08/02/23	Filters	109.23		1638	5610 87 430300	363	101000
2	983783 08/02/23	Split Loom	4.98		1638	5610 87 430300	363	101000
3	984901 08/02/23	Freon & Ribber Dip	25.84		1638	5610 87 430300	363	101000
137612	87013S	902 ENERGY LABORATORIES INC	516.00					
1	565732 07/18/23	Bacti's, Ammonia, & Nitrates,	463.00		32386	5210 80 430540	352	101000
2	567234 07/24/23	Flouride & TOC's	53.00		32386	5310 33 430640	352	101000
137613	87014S	1896 HAWKINS, INC	3,544.25					
1	6525260 07/15/23	Demurrage	3,514.25		32389	5210 80 430540	222	101000
2	6525260 07/15/23	Chorine & Flouride	30.00		32389	5310 33 430640	222	101000
137614	87015S	4191 LEISURE IN MONTANA	178.08					
1	282981 07/05/23	Parts & Freight	178.08		33008	1000 13 460433	363	101000
# of Claims			99	Total:	378,017.08			
Total Electronic Claims			213,344.96	Total Non-Electronic Claims	164672.12			