



COUNCIL MEETING AGENDA
Wednesday April 17, 2024
7:00 P. M.
Fallon County Courtroom

Meeting teleconference 1-605-472-5156. Access code 1323473#

*****Pledge of Allegiance*****

Citizen of the year award presentation

PUBLIC COMMENT:

You may email any comments to dukartk@bakermontana.us prior to 5:00 p.m. on the date of the meeting if you are unable to participate in the meeting.

The public is welcome to comment on any matter. Please address the Chair to be recognized.



Consent Agenda

-Approval of the Minutes of the Regular meeting of April 3, 2024.

OLD BUSINESS:

NEW BUSINESS:

- Surplus property bids.
- Grass and weed mowing proposal.
- Fallon County Water and Wastewater services agreement extensions.
- Parks use permit Baker Baseball Association.
- MMIA Employee benefits program renewal for 2024/2025.

-Rod Morris resignation as Public Works Director.

-Request to advertise for open Public Works Director.

ENGINEER'S REPORT:

PLANNING INPUT:

FIRE DEPT INPUT:

COUNTY SANITARIAN INPUT:

PUBLIC WORKS DEPARTMENT INPUT:

POLICE DEPARTMENT INPUT:

CLERK/TREASURER INPUT:

- March 2024 financial report.
- Quarterly Investment and pledge security report.
- Notice of EPEDC housing roundtable April 29,2024.
- Return to work policy.

MAYOR INPUT:

CITY ATTORNEY INPUT:

CITY COUNCIL INPUT:

ADJOURNMENT:

THE REGULAR BAKER CITY COUNCIL MEETING WAS HELD APRIL 3, 2024, AT 7:00 P.M. IN THE FALLON COUNTY COURTROOM.

MEMBERS PRESENT: Mayor; Steve Zachmann, Councilors; Pat Ehret, Nancy Strain, Randy Morris, Mike Loutzenhiser, City Attorney; Rich Batterman, Chief of Police; Justin LaCroix, Director of Public Works; Rod Morris, City Engineer; Rylan Limesand and Clerk Treasurer; Kevin Dukart.

GUESTS: Brenda Dietz

The Pledge of Allegiance was recited.

PUBLIC COMMENT: None

Motion by Pat Ehret, second by Mike Loutzenhiser to approve the Consent Agenda Minutes of March 20, 2024, and Claims for March 2024 as presented. Motion Carried. All Aye.

OLD BUSINESS: None

NEW BUSINESS:

Motion by Mike Loutzenhiser, second by Nancy Strain to adopt Resolution of Intent #760, a Resolution of Intent by the Baker City Council to adopt the 2024 Fallon County Growth Policy Update and Establish a Date for a Public Hearing and Creation of a 30-Day Public Comment Period. Loutzenhiser, Strain, Ehret, Morris Voted Aye. Motion Carried.

Motion by Randy Morris, second by Mike Loutzenhiser to approve advertisement of Request for Proposal for grass and weed mowing for the upcoming season. Motion Carried. All Aye.

The final schedule for Clean Up Week and additional container site hours was presented. Clean Up Week will be from April 27 through May 5, 2024.

Rod presented a request to advertise for two full-time short-term workers for this season at \$17.00 per hour and at least age 16. Clerk Dukart noted that if approved this would increase the temporary worker schedule starting wage from \$15.00 to \$17.00. After review of county seasonal starting wages, which start at \$15.00 per hour, Motion by Mike Loutzenhiser, second by Pat Ehret to approve the request for hiring as presented. Motion Carried. All Aye.

ENGINEER REPORT:

Rylan reported that they are still working to have Hardrives schedule to finalize the SID #36 punch list and a plan for the repair to streets East of Highway 7.

The draft of the Water System PER should be available for the April 17th meeting and public input meeting tentatively for the 1st meeting in May.

PUBLIC WORKS INPUT:

Rod stated that they will begin sweeping the highways tomorrow.

POLICE INPUT:

Justin has been attending meetings on plans to initiate local mental health services. The state has three hundred million dollars in grants to offer these services to communities.

MAYOR INPUT:

Steve reported that during Clean Up Week there will be a push to have residents clean up items that crowd the alleys. The Park Maintenance Agreement is ready to be executed with Bo Lingle. The Baseball Association has provided material to refurbish the pitcher's mound at their expense.

CITY ATTORNEY INPUT:

Rich reported that he has had several successful Plea Agreements recently, however, there have been some revocations of several individuals who have not abided by the court sentencing. There is a jury trial scheduled for May.

COUNCIL INPUT:

Ehret – Thank you to Rod and all the employees for their hard work.

Strain – None

Morris – None

Loutzenhiser – Thank you to the employees for their hard work.

The following payroll was approved for payment:

3583 Pattie Ehret \$316.68, PERD vendor liability \$2,328.50, MPERA vendor liability \$4,588.84, Nationwide Retirement emp w/h \$900.00, Dept. of Treasury emp w/h \$8,040.70, MT Dept. of Revenue emp w/h \$834.03, MMIA health insurance \$14,594.95, MPPA emp w/h \$158.56, ACH Deposits: Albert Batterman \$3,032.02, Thomas Bruha \$300.14, Brenda Dietz \$1,552.35, Kevin Dukart \$1,429.60, Blayne Higgins \$1,684.51, Justin LaCroix \$2,181.89, Michael Loutzenhiser \$346.31, Jaramie McLean \$1,421.71, Randy Morris \$346.31, Rodney Morris \$1,733.29, Theresa Myers \$1,054.25, Bryan Nevers \$1,403.24, Kyle Rogge \$1,565.62, Ashley Rost \$742.93, Nancy Strain \$228.31, Cody Strandbakke \$1,803.27, Anna Straub \$1,603.01, Tyler Travis \$1,562.53, Sheena Veazey \$1,464.41, Steven Zachmann \$841.57.

Total payroll: \$58,059.53

The following claims were approved for payment as listed:

131e Department of Revenue 1% contractor w/h SID #36 \$1,082.18, 15619 Baker Area Hardware supplies \$159.99, 15620 Baker Metal welding services \$240.00, 15621 Batterman Law Office stipend \$2,000.00, 15622 Boss Office Products supplies \$413.89, 15623 Brosz Engineering SID #36, Water PER \$20,515.00, 15624 City of Baker petty cash – postage, deposit refunds \$689.91, 15625 Diamond J Construction pay app #4F SID #36 \$107,135.53, 15626 DIS Technologies IT

services – police \$414.67, 15627 Kevin Dukart vehicle subsistence \$30.00, 15628 Energy Lab water samples, 2023 CCR \$191.00, 15629 Fallon County Treasurer building maintenance, tipping fees, airport mills \$11,649.45, 15630 Fallon County Veterinary vaccinations shop cat \$32.00, 15631 Fallon County Water District collections \$3,901.53, 15632 Fallon Medical Complex health fair services \$35.00, 15633 Brenda Flint services – police \$75.00, 15634 Griffith Excavating material \$2,814.00, 15635 Hawkins Inc. supplies \$2,296.77, 15636 Blayne Higgins subsistence/animal control \$183.33, 15637 Justin LaCroix subsistence/animal control \$183.33, 15638 Masters Telecom fax lines \$55.56, 15639 MDU utilities \$9,411.69, 15640 Mid-Rivers phone services \$228.53, 15641 Rod Morris postage reimbursement \$9.60, 15642 MT DEQ annual fee \$637.50, 15643 Bryan Nevers subsistence/animal control \$183.33, 15644 North Baker Water District collections \$10,490.97, 15645 Lisa Passmore park maintenance \$870.00, 15646 Peaks Planning services conditional use permit, growth policy \$300.00, Precision Parts & Supply parts \$1,806.39, 15648 Reynolds supplies \$49.43, 15649 Runnings supplies \$350.94, 15650 Scout Energy Management February operating expense \$78.86, 15651 Cody Strandbakke subsistence/animal control \$183.33, 15652 US Bank Voyager fuel \$2,567.13, 15653 Utilities Underground locate requests \$5.91, 15654 Verizon cell phones \$332.80, 15655 VISA Fire Dept. awards \$254.55, 15656 VISA shop parts \$534.09.

Total claims: \$182,393.19

There having been no further business to come before the Baker City Council at this time, Motion by Mike Loutzenhiser, second by Pat Ehret to adjourn at 7:25 p.m.


Mayor _____ Clerk Treasurer

Sale of Surplus Municipal Property

City of Baker, Montana will offer the following items for public sale. For inquiries or to arrange to view the items please contact Kevin Dukart at 406-778-2692. Please submit a description of the item(s) you wish to bid on in a sealed envelope plainly marked "Baker Surplus Item Bid" to the City of Baker business office at 10 West Fallon Avenue room 120 in the Fallon County Courthouse prior to Wednesday April 17, 2024, at 4:00 p.m. Mailing address is P.O. Box 1512 Baker, MT 59313. Bids will be opened and publicly read aloud on Wednesday April 17, 2024, at 4:00 p.m. in the Baker City Office at 10 West Fallon Avenue Baker, Montana. The City of Baker reserves the right to reject any all bids.

1 – 2007 Freightliner/ Heil garbage truck, 1 – 2012 Dodge Ram ½ ton pickup Blue, 1 – 1992 Dodge Ram ½ ton pickup White, 1 – 1982 Ford Utility Truck 1 ton Blue, 1 – 1985 Ford Dump Truck White, 1 – Toro FP 3000 plate packer, 1-VR 3100 jump jack packer, 1 – Homelite XL 98 multi-purpose saw, 1 – Partner K950 multi-purpose saw, 1 – Titan Industrial 8000 generator, 1 – Titan Industrial 3" trash pump, 1 – Dell Optiplex 7040 desk top computer, 1 – Dell Optiplex 7060 desk top computer, 1 – Dell Optiplex 7010 desktop computer, 3 – Dell all in one computers with windows 7, 1 – Motorola 2-way radio base, 1 – Kyocera P6021cdn printer, 5 – Black office chairs, 1- Corner desk table, 1- Black leather high back desk chair with wheels, 1 – Dell laptop computer, 1- JVC DVD/vcd/cd audio player, 1 – Kustom KPM 80 watt mixer amplifier, 2- MIPRO portable wireless PA systems, 1 – pair Kustom KSC10 speakers, 1- radio cassette radio recorder, 1- cassette recorder, 2- electric ball air pumps, 1 – pair of Innovative Technology 50 watt speakers.

By Order of the Baker City Council



Kevin J. Dukart
City Clerk/Treasurer

Fallon County Times: Please publish three weeks March 29, April 5, and 12, 2024.

Thanks,

Kevin Dukart

CITY OF BAKER
REQUEST FOR PROPOSALS
GRASS AND WEED MOWING

The City of Baker, Montana will accept proposals for grass and weed mowing on private properties within the City of Baker.

Proposals shall state an hourly rate for control of grass and weeds on any property regardless of the condition. Duties shall include both mowing and trimming around buildings, fences, trees etc. as necessary.

Applicants must be 18 years of age and provide to the City of Baker proof of General Liability Insurance coverage with a limit of not less than \$1,000,000.00.

Proposals shall be sealed and clearly marked "Grass cutting proposal" and be received at the City of Baker Office no later than 5:00 p.m. on Wednesday April 17, 2024.

If Mailed:

City of Baker
P.O. Box 1512
Baker, MT 59313

Physical Address:

Fallon County Courthouse
10 West Fallon Ave. Room 120
Baker, Montana

The City Council reserves the right to waive any irregularities and to accept or reject any or all bids as it deems to be in the Town's best interest. The winning bidder shall enter into a good and sufficient contract with the City.

The City of Baker is committed to affording equal opportunity based on ability and fitness regardless of race, religion, color, creed, national origin, sex, marital status, age, genetic history, political belief, veteran or military status, or the presence of any sensory, mental or physical disability.

For more information please contact Kevin Dukart, City Clerk/Treasurer, City of Baker, P.O. Box 1512, Baker, Montana.

WATER PURCHASE AGREEMENT

This agreement is entered into this _____ day of January, 2024, by and between the Fallon County Water and Sewer District - FCWSD, of Baker, Montana 59313, the "FCWSD"; and the City of Baker, an incorporated municipality, of P.O. Box 1512, Baker, Montana 59313, the "City";

WHEREAS:

1. The FCWSD is a duly organized water and sewer district under the provisions of Title 7, Chapter, 13, Part 22 of the Montana Code Annotated, and operates a water distribution system within its now-existing geographic boundaries. FCWSD needs a reliable supply of treated water.
2. The City owns and operates a municipal water system, and has the capacity to provide water in sufficient quantities to the FCWSD's estimated number of users.
3. The parties previous water purchase contract is expiring, and the parties and wish to renew their agreement and delineate their respective obligations and liabilities.
4. These recitals are intended as a substantive part of this agreement.

STATEMENT OF AGREEMENT

The City will sell water to FCWSD on the terms and conditions stated herein. FCWSD agrees to pay for the cost of the water at the rates indicated and to maintain its water system in good condition to accept delivery of the water supply. Each party agrees to indemnify the other from and against liability as provided herein.

LEGAL BASIS

This agreement is authorized by the provisions of Section 7-13-4312, MCA, which authorizes the City to provide water to persons located outside of the municipality.

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CITY SERVICES

1. The City shall furnish potable water to FCWSD at the designated Point of Delivery. The water shall conform to such purity standards as established by the Montana Department of Environmental Quality. In no event shall water be supplied in excess of 500,000 gallons (monthly average from August 1 through July 31). The FCWSD will not permit the commercial sale or transfer of any water purchased by it or its members hereunder, and will notify the City of any such activities. The City will furnish a statement to FCWSD by the 20th day of each month showing the amount of water furnished during the preceding month. No greater quantity of water will be available to FCWSD without the City's prior written approval.

2. In addition to supplying water the City will:

A. Establish or disconnect water service;

B. Collect monthly meter readings, provide a list of each user's water usage and the corresponding charge therefor at FCWSD's established rate. If a customer's meter fails to register for any period, the City shall determine the amount of water used by the use of an historical average unless FCWSD designates a different amount;

C. Generate and deliver a bill to each customer;

D. Collect all payments from customers made to FCWSD;

E. Remit to FCWSD monthly all moneys collected on its behalf net of City charges.

3. The City will furnish water to FCWSD at a reasonably constant pressure from its supply line located at the meter pit at the City's designated Point of Delivery. If FCWSD requires a greater pressure than available at the Point of Delivery it shall bear all costs of providing such additional

pressure. The City shall be excused from this provision during any emergency failures or supply caused by line breaks, power failure, flood, fire, other disaster, or priority usage decreed by emergency or required by City ordinance for such period of time reasonably necessary to restore service.

4. Upon request the City will furnish all customers of FCWSD with individual meters and remote readers. The City will purchase and install meters and readers and charge FCWSD for such costs. If the FCSWD may purchase and install meters at its own cost, provided that all such meters and installation shall conform with City requirements.

5. The City will own and maintain at the Point of Delivery all necessary metering equipment, including a meter house or pit, backflow prevention devices, a shut off valve, and such other equipment required to properly meter and distribute water to FCWSD. If the meter fails to register for any period, the City shall determine the amount of water used by the use of an historical average unless the parties agree on a different amount. The City shall read the metering equipment not less than monthly.

6. If FCWSD becomes an incorporated city or town, or is annexed into the City, this agreement shall terminate.

FCWSD CONTRIBUTION

1. FCWSD shall pay the City by the last day of each month for all water delivered in accordance with the rate for the sale of water as determined from time to time by the City Council. The current rate schedule is attached hereto as Exhibit "A".

2. FCWSD shall pay the City by the last day of each month for all additional services at the rate determined from time to time by the City Council, which is currently \$60.00 per hour.

3. FCWSD shall provide the City with a list of the location and list of metered accounts to be read on an as-needed basis, including prompt notification of any changes in customers.

4. FCWSD shall be responsible for all replacement, repair, maintenance, installation, and improvement of its system, including but not limited to the main and service lines, connections, valves, meters owned by it or its customers, at the Point of Delivery and beyond. FCWSD shall submit to the City all plans and specifications of any upgrades or changes to its system or changes to its geographical boundaries insofar as it affects the City's ability to provide water hereunder, and shall maintain its system to comply with City requirements.

5. FCWSD shall name the City as a benefited party under any easements obtained by it for lines or system improvements.

LIABILITIES

Each party shall indemnify and hold the other party and its elected officials, officers, agents and employees, harmless from liability for any damage or claims stemming from the indemnifying party's activities and obligations specified herein, except as claims are the direct or proximate result of the reckless conduct or intentional actions of the party to be indemnified. Each party may maintain liability insurance covering its obligations and liability hereunder as it deems appropriate.

TERM

This agreement shall be effective from November 15, 2023, regardless of the date of execution hereof, ending November 30, 2028. The parties may only renew or modify the terms of this agreement in a writing signed by both parties, except that the City may adjust its rates specified herein in its sole discretion. Nothing shall obligate either party to renew this agreement. This agreement may be

terminated by either party on 90 days' notice. This agreement shall inure to the benefit of the parties, their respective successors, and permitted assigns.

STATEMENT OF COOPERATION

Each party shall cooperate to obtain such permits, licenses, certificates, and will take such other actions as required by regulatory agencies having jurisdiction to comply with all rules, regulations, and laws as may from time to time be enacted affecting the performance of this Agreement.

INTEGRATION; TIME OF THE ESSENCE

This document comprises the parties' entire agreement and neither party is relying upon any matter not expressly set forth herein. Time is of the essence of this agreement.

ADMINISTRATION

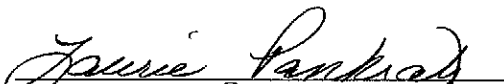
The Baker City Council and the governing board of the Fallon County Water and Sewer District shall be responsible for administering the terms of this Agreement.

EXECUTION

Signatories. Executed the day and year first above written.

FALLON COUNTY WATER AND
SEWER DISTRICT – STANHOPE:

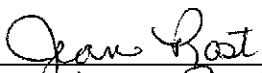
CITY OF BAKER:


By: Laurie Pankratz, President

Steve Zachmann, Mayor

Attest:

Attest:


By: Jean Rost, Secretary

Kevin Dukart, City Clerk/Treasurer

WASTEWATER SERVICES AGREEMENT

This agreement is entered into this _____ day of January, 2024, by and between the Fallon County Water and Sewer District – Stanhope, of Baker, Montana 59313, the “FCWSD”; and the City of Baker, an incorporated municipality, of P.O. Box 1512, Baker, Montana 59313, the “City”;

WHEREAS:

1. The FCWSD is a duly organized water and sewer district under the provisions of Title 7, Chapter, 13, Part 22 of the Montana Code Annotated, and operates a wastewater collection system within its now-existing geographic boundaries. FCWSD needs a reliable wastewater treatment service.
2. The City owns and operates a municipal wastewater system with sufficient capacity to provide wastewater services to the estimated number of users that FCWSD serves.
3. The parties’ existing Wastewater Services Agreement is expiring, and the parties wish to renew their agreement and delineate their respective obligations and liabilities.
4. These recitals are intended as a substantive part of this agreement.

STATEMENT OF AGREEMENT

The City will provide wastewater services to FCWSD on the terms and conditions stated herein. FCWSD agrees to pay for the cost of the services at the rates indicated and to maintain its wastewater system in good condition. Each party agrees to indemnify the other from and against liability as provided herein.

LEGAL BASIS

This agreement is authorized by the provisions of Section 7-13-4312, MCA, which authorizes the City to provide sewer services to persons located outside of the municipality.

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CITY SERVICES

1. The City shall connect with FCWSD at the designated Point of Connection agreed by the parties. The City's system shall conform to such standards as established by the Montana Department of Environmental Quality. Water treatment shall be supplied as needed to FCWSD, but in no event shall wastewater be accepted in excess of and average of 20,000 gallons per day (average flow basis) without the City's prior written approval.
2. The City shall be excused from providing wastewater services during any emergency failures caused by line breaks, power failure, flood, fire, other disaster, for such period of time reasonably necessary to restore service.
3. The City will own and maintain at the Point of Connection and beyond all necessary lines, facilities, lagoons, and other equipment required to properly treat and dispose of wastewater.
4. If FCWSD becomes an incorporated city or town or is annexed into the City the City's and District's obligations herein shall cease.

FCWSD CONTRIBUTION

1. FCWSD shall pay to the City by the last day of each month for all wastewater services provided in the preceding month delivered in accordance with the rates therefor as determined from time to time by the City Council. The current rate schedule is attached hereto as Exhibit A. FCWSD shall receive the benefit of all discounts, increases, and other rules applied to the accounts of other users of the City's wastewater services.
2. FCWSD shall pay the City by the last day of each month for all additional services the rate determined from time to time by the City Council, which is currently set at \$60.00 per hour.
3. FCWSD shall monitor wastewater usage and oversee billing of its internal customers. The City

will provide general administrative services related to billing and collection.

4. FCWSD shall provide the City with a list of the location of its wastewater accounts on an as-needed basis, including prompt notification of any changes in customers.

5. FCWSD shall be responsible for all replacement, repair, maintenance, installation, and improvement of its system, including but not limited to the main and service lines and connections owned by it or its customers, up to the Point of Connection. FCWSD shall submit to the City all plans and specifications of any upgrades or changes to its system, or changes to its geographical boundaries insofar as it affects or may affect the City's ability to provide services hereunder and maintain its system to comply with City requirements.

6. FCWSD shall name the City as a benefited party under any easements obtained by it for lines or system improvements.

LIABILITIES

Each party shall indemnify and hold the other party and its elected officials, officers, agents and employees, harmless from liability for any damage or claims stemming from the indemnifying party's activities and obligations specified herein, except as claims are the direct or proximate result of the reckless conduct or intentional actions of the party to be indemnified. Each party may maintain liability insurance covering its obligations and liability hereunder as it deems appropriate.

TERM

This agreement shall be effective from November 15, 2023, regardless of the date of execution hereof, through November 30, 2028. The parties may renew or modify the terms of this agreement in a writing signed by both parties, except that the City may adjust its rates specified herein at reasonable intervals in its sole discretion. Nothing herein shall obligate either party to renew. This agreement may be terminated by either

party on 90 days' notice. This agreement shall inure to the benefit of the parties, their respective successors, and permitted assigns.

STATEMENT OF COOPERATION

Each party shall cooperate to obtain such permits, licenses, certificates, and to perform such other actions as required to comply with such rules, regulations, and laws as may from time to time be enacted affecting the performance of this Agreement.

INTEGRATION; TIME OF THE ESSENCE

This document comprises the parties' entire agreement and neither party is relying upon any matter not expressly set forth herein. Time is of the essence of this agreement.

ADMINISTRATION

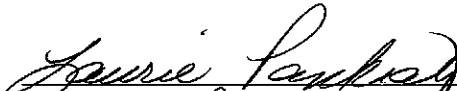
The Baker City Council and the governing board of the Fallon County Water and Sewer District shall be responsible for administering the terms of this Agreement.

EXECUTION

Signatories. Executed the day and year first above written.

FALLON COUNTY WATER AND
SEWER DISTRICT - STANHOPE:

CITY OF BAKER:


By: Laurie Rankin, President

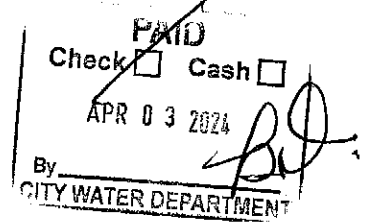
Steve Zachmann, Mayor

Attest:

Attest:


By: Jean Rost, Secretary

Kevin Dukart, City Clerk/Treasurer



PARK USE PERMIT

THIS AGREEMENT, made and entered into this 3 day of April, 2024, by and between the **CITY OF BAKER, MONTANA**, a municipal corporation, of Baker, Montana, 59313, the "City", and the Baker Baseball Association, a Montana Nonprofit Corporation of P.O. Box 167, Baker, Montana, 59313, the "Club".

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

2. **PERMIT TERM.** The term of this permit shall be for a six month period commencing March 31, 2024, regardless of the date of execution hereof, and terminating August 31, 2024. This permit shall be renewable for one additional one year period at the mutual written consent of both parties. Notwithstanding the above dates, it is the parties' intent that the permit term shall coincide with the youth baseball league schedule in which club members are participating. Use schedules shall be reviewed and approved annually by the City prior to the commencement of the playing season.

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

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

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

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

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

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

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

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

All alterations, additions and improvements made by Club pursuant to this section shall belong to the City and shall remain with the permitted premises upon termination of this Permit, whether by expiration or default. Provided, however, that, so long as Club is not in default under the terms of this Permit, Club shall be permitted to remove business and trade fixtures upon termination of the Permit if such removal can be made without damage to the permitted premises. Removal shall be made within fourteen (14) days of expiration of this Permit or the vacating of the permitted premises by Club, whichever occurs first. Items not removed within the fourteen (14) day period shall become the property of the City at the expiration of such period without any offset or other compensation to Club. The City may, at tis option, remove such property and store it at the risk and expense of the Club and sell such property to pay removal and storage charges.

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

9. **UTILITIES.** During the term of this permit the City shall pay all utilities attributable to the premises, including electricity, gas, and water. The Club shall take reasonable efforts to reduce and conserve utility charges.

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

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

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

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

13. **INSURANCE.** Club, at its expense, shall, at all times during the term of this Permit, maintain in effect a policy of public liability insurance with policy limits of at least those set forth in Exhibit "F" attached hereto. The City shall be named as an additional named insured on each such policy of insurance. The policy shall be maintained with an insurance company licensed to do business in the State of Montana with an A.M. Best rating of at least "A". Club shall provide a copy of the insurance policy to the City at the commencement of the permit term.

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

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15. **ASSIGNMENT.** This permit is personal as to the Club and may not be assigned or sub permitted by Club without the prior written consent of the City, which may be granted in its sole discretion.

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

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

City of Baker
PO Box 1512
Baker, Montana 59313

and to the Club at the following address:

Allan Barth, President
P.O. Box 167
Baker, Montana 59313

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

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

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

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

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

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

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


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

25. **PROGRAM MATERIALS AND EQUIPMENT.** In addition to the lease of the facilities defined herein, the Club shall have the right to utilize program materials and equipment owned by the City; a list of which is attached hereto as Exhibit "I". The Club shall check out all materials and equipment with the City Recreation Department Director annually at or around the time of the commencement of the season, and shall return all such materials at the conclusion thereof. The Club assumes the risk of utilizing all such materials and equipment, and accepts it on an as-is basis, without warranty. All materials and equipment shall be returned in as good a condition as received, excepting normal wear and tear. The Club agrees to reimburse the City for any materials and equipment damaged or destroyed through the negligence or intentional acts of the Club or its members

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

BAKER BASEBALL ASSOCIATION
("Club")

CITY OF BAKER ("City")

By: 
Allan Barth, President

By: _____
Steve Zachmann, Mayor

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EXHIBIT "A"

DESCRIPTION OF PERMITTED PREMISES

Coldwell Field (primary use field)

EXHIBIT "B"

PERMIT FEES

Cash Fees:

The sum of \$200.00 Dollars payable, in advance, upon the execution of this permit.

Other Consideration:

None

EXHIBIT "C"

PERMITTED USES OF PERMITTED PREMISES

During the term of the permit, Club shall use the permitted premises for the following uses: *Baseball practice, games, and baseball-related fundraisers. All uses must be supervised by the league coaching staff.*

Specific Reserved Uses of City or its Clubs:

The City reserves the rights for maintenance activities associated with normal care of the facility, and for such reserved activities as agreed between the parties, including but not limited to the David Straub Memorial Softball Tournament.

It will be the responsibility of the Club to ensure that the playing surface and facility of Coldwell Field is in satisfactory condition for all games and tournaments.

EXHIBIT "D"

SCHEDULE OF EVENTS

The attached activity schedule or an approved annual schedule as described under Section 2 of this Park Permit is the Club's schedule of events during which it will utilize the permitted premises for the Permitted Uses. See attached activity schedule.

(Note: Times and dates of unscheduled activities shall be approved by the City Business Office prior to the activity.)

EXHIBIT "E"

UTILITIES

During the term of this Permit, the City shall pay all utilities upon the permitted premises.

EXHIBIT "F"

REPAIR AND MAINTENANCE OBLIGATIONS OF CLUB

Clean up after approved improvement projects. Responsible for sprinkler heads damaged by Club activities or Club maintenance activities. Red diamond Aggregate field material shall be used to maintain the infield playing surface unless otherwise approved by the City through its Park Department. The Club shall perform daily maintenance, cleaning, and supplies (e.g., paper towels, toilet paper) of restrooms facilities, and shall properly clean and maintain batting cages, dugouts, and other areas of the field following practices and games. Use of ATV's to drag the infield is allowed. Any other use of ATV's on the field is strictly prohibited.

Daily cleanup of the fields, dugouts, bleachers, concession stands, and other buildings will be required and the obligation of the Club.

EXHIBIT "G"

INSURANCE LIMITS

INSURANCE LIMITS:

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

(See attached insurance cover sheet)

EXHIBIT "H"

SPECIAL PERMIT PROVISIONS

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

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EXHIBIT "I"

CITY-OWNED MATERIALS, EQUIPMENT, AND PROGRAM RESOURCES

See attached Equipment Checkout Agreements for each team/program. The Equipment Checkout Agreements shall be completed and signed prior to The Club taking possession of any materials, equipment, or resources.



MMIA EMPLOYEE BENEFITS PROGRAM FY2024/2025 RENEWAL

TO: MMIA Employee Benefits Members
FROM: Amanda Clark - Employee Benefits Program Manager
DATE: April 2, 2024

The MMIA Board of Directors has approved final rate adjustments for the medical, dental, vision and life programs. Please see details below and enclosures for specific premium amounts. This is also the time to make your city/town group elections for the upcoming renewal year.

Medical Benefits

The final medical rate adjustment takes into account overall pool experience in the base rate adjustment, group level experience in the CPRA, as well as the impact of the plan updates, combined for a final percentage adjustment.

I. Baseline Pricing

A baseline renewal adjustment is applied to all plans, taking into consideration such items as claims history, medical inflation, and expenses. Your medical rate baseline adjustment for next fiscal year is:

+9% Medical Rate Adjustment

II. Claim Performance Risk Assessment (CPRA)

The rating methodology adopted by the Board of Directors gives groups the opportunity to affect their own rates based on claims experience, while still benefiting from the security of the broader pool. An experience-based rate adjustment, Claim Performance Risk Assessment (CPRA), is applied to adjust plan rates annually to move in the direction of actual claims experience. Custom groups are assessed individually, while all members that are rated as Standard are included together as one group for this assessment. Based on an analysis of claim variance by size, a corridor is used to limit the impact on any one group. To further limit the impact in a year, a maximum adjustment of +/-5% is used. Your medical rate adjustment for this year's CPRA is:

+1.3% Medical Rate Adjustment

III. Medical Plan Update

Benefit plan updates have been approved for the upcoming plan year beginning July 1, 2024. This resulted in a rate savings for each individual plan:

-1.6% Bridger Plan Rate Savings
-8.7% Madison Plan Rate Savings
-3.7% High Deductible Health Plan (HDHP) Rate Savings

IV. Final Rate Adjustment

Your overall medical rate adjustment for this year's final rates, including the baseline, CPRA, and medical plan update savings is:

<p>8.7% Bridger Plan 1.6% Madison Plan 6.6% HDHP Plan</p>
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Dental Benefits

No rate change is being made to the Dental Benefits. Rates for the orthodontic benefit are in addition to the monthly dental plan rates and are optional. See the enclosed document for the dental rates for the 2024-2025 fiscal year.

Vision Benefits

A 5.5% rate increase is being made to the Vision Benefits. See the enclosed document for the vision rates for the 2024-2025 fiscal year. Many members have requested vision premiums to be even amounts for weekly and bi-monthly payroll purposes. Adjustments have taken that into account.

Basic Life Insurance and AD&D Benefits

The MMIA Board of Directors has approved a change in vendor to Mutual of Omaha for July 1, 2024. Basic Life Insurance is an **employer** paid product. There is a **rate savings** of \$0.05 for the Basic Life. Dependent life rates decreased and are now only offered at \$5,000. No action is needed as we make the transition. See the enclosed document for the basic life rates and more information about the basic life product through Mutual of Omaha for the 2024-2025 fiscal year. Remember to keep beneficiary information updated.

Voluntary Life Insurance and AD&D Benefits

The MMIA Board of Directors has approved a change in vendor to Mutual of Omaha for July 1, 2024. Voluntary Life Insurance is an **employee** paid product. There is **no change** to the rates being charged for the Voluntary Term Life Insurance, Dependent Life or AD&D Insurance. However, these are age-banded rates and a member's monthly premium may increase effective July 1, 2024, if they move into an older age bracket. The Guaranteed Issue amount has increased to \$350,000 for employees and \$50,000 for a spouse. Employees and spouses have the opportunity to make an increase to benefits up to the guaranteed issue amount without filling out the evidence of insurability form during the Open Enrollment period only. No action is needed as we make the transition, unless an employee is making changes to their benefits. Employees can enroll in or make changes to the Term Life policy at www.mmiaeb.net/forms.

If your city/town does not currently offer these listed coverages and is interested in adding any to your Employee Benefits package, please complete your group election forms at www.mmiaeb.net/group-elections/ by April 18th.

Medical Plan Updates

Plan updates for July 1, 2024, include minimal deductible and out of pocket maximum level increases in order to remain competitive in the market and for the HDHP, a federal requirement. This allows you, as the employer, to offer benefits comparable to or better than other employers in the state. Additionally, we reduced the number of plans offered from four to three. This change created a more meaningful spread between the plans and will allow for more intentional choice when selecting benefits. The Mission plan will be eliminated. This means that anyone who is currently enrolled in the Mission plan will automatically be rolled over into the Madison plan, unless they choose to select either the Bridger or HDHP during Open Enrollment.

Retirees (Under 65)

Retirees that are not yet Medicare eligible can remain on the medical plans. MMIA will send retirees notification of termination when they are nearing age 65. Visit www.mmiaeb.net/retirees/ for more information and see the enclosed document on alternative retirement benefit options.

Group Election Form

The online group election form is for each individual city/town to select the benefits offered to employees for the upcoming renewal year. It can be found at www.mmiaeb.net/group-elections/. If your city/town would like to begin offering the menu of medical plans or offering dental or vision, now is the time to change your group benefit selections. A memo that lists the benefits you are currently offering was mailed to you, if you would like to request another copy, please email Nikki at nwilloughby@mmia.net.



Please note that the Group Election form must be completed by April 18th, so that we are ready to receive any Open Enrollment changes from your employees.

Remember, because of regulatory requirements, you must not have a waiting period longer than 90 days, and all employees that work an average of 30 hours or more per week must be offered benefits.

Open Enrollment

Open Enrollment is from May 15th to June 15th each year. This time period is the opportunity for individual employees to make changes to their enrollment levels. These changes will be effective July 1, 2024. Please distribute rates and benefit information to employees. MMIA will mail rates for retirees to their home address.

I. Open Enrollment Form

Any Open Enrollment changes that your employees would like to make can be completed on the Open Enrollment form on our website at <http://www.mmiaeb.net/forms/open-enrollment/>.

There is a specific form dedicated to your city/town offerings. The forms will be active on our website, and we will send you notification once they are ready to accept enrollment. **All enrollment changes must be submitted online by June 15th.** Timely reporting of enrollment is especially important so that we can have new benefit cards mailed to covered employees by the effective date.

II. Change and Termination Forms

Any newly hired employees or those eligible to make changes unrelated to Open Enrollment that should be effective sooner than July 1, 2024, should complete the Enrollment/Termination form or the Change Form at www.mmiaeb.net/forms.

III. The following types of changes can be made at Open Enrollment

- Adding or dropping dependents
- Adding or dropping dental, vision, or life coverage as offered by the city/town
- Changing from one medical plan to another (i.e., from the Bridger to the Madison), if your city/town allows individual selection.
- Address changes
- Notification of other insurance
- Beneficiary changes for life coverage, if applicable

IV. HIPAA Notice and Waiver Form

Any employee and/or dependents waiving benefits should complete the waiver form using the Open Enrollment form. ***Even if an employee has signed the waiver form before, we encourage them to sign it again if they wish to continue to waive the coverage.*** This protects you as the employer by providing documentation that you have offered the benefits to all employees.

If you have any questions regarding the above information, or other program questions, please contact the Employee Benefits Department at 1-800-635-3089, option 4.



Employee Benefits - Standard Plan Summaries

Effective 7/1/24 - This Document is a summary of coverage only. The MMIA Employee Benefits Program Plan Documents are available at www.mmiaeb.net and must be referenced for details of all coverages.

	Bridger	Madison	High Deductible (HSA qualified)
Deductible (Individual/Family) (January 1 - December 31)	\$500 / \$1,000	\$1,000 / \$2,000	\$3,000 / \$6,400
Benefit Percentage (what the plan pays if the Deductible is waived or after the Deductible is met)			
• All Montana Providers and Non-Montana Cigna Providers	80%	70%	80%
• Non-Montana, Non-Cigna Providers	60%	50%	80%
Annual Out-of-Pocket Maximum (the most you will pay for covered services in a plan year) Individual/Family	\$2,000 / \$4,000	\$4,000 / \$8,000	\$6,400 / \$12,800
Medical Services			
Preventive care as recommended by the US Preventive Services Task Force, CDC, and Health Resources & Services Administration at www.healthcare.gov	100% Plan-paid		
Accidental Injury Benefit	100% up to \$300, then standard benefits apply		
Diabetic Education	100% Plan-paid		
Hospice Care	Deductible applies		
Professional Provider Services			
Alternative Medicine Benefit - up to \$500	Deductible waived (Plan pays Benefit %)		
Chiropractic Benefit - up to \$400, plus \$100 x-ray benefit	Deductible applies		
Home Health Care	Deductible applies		
Newborn Initial Care	Deductible applies		
Nutritional Counseling - up to 10 visits per year	Deductible applies		
Facility Provider Services			
Emergency Room Care	Deductible applies		
Obesity Surgery - one per lifetime, up to \$30,000	Deductible applies		
Prescription Drug Benefit			
Generic	\$4 Retail (30 day) / \$2 Mail Order (90 day)		
Brand Formulary	\$20 Retail (30 day) / \$40 Mail Order (90 day)		
Brand Non-Formulary	\$50 Retail (30 day) / \$100 Mail Order (90 day)		
Total Cost per Month			
Employee Only (P00)	\$ 877	\$ 795	\$ 648
Employee & Spouse (F00)	\$ 1,754	\$ 1,590	\$ 1,296
Employee & Child(ren) (P99)	\$ 1,535	\$ 1,391	\$ 1,134
Employee, Spouse & Child(ren) (F99)	\$ 2,412	\$ 2,186	\$ 1,782
Retirees or spouses of retirees aged 65+ are not eligible for medical coverage.			

Total employer share for 2024-2025 \$919.60
 \$849.15 prior year



Employee Benefits - Dental and Vision Plan Summaries

Effective 7/1/24 - This Document is a summary of coverage only. The MMIA Employee Benefits Program Plan Documents are available at www.mmiaeb.net and must be referenced for details of all coverages.

Dental Plans

Benefit Period (January 1 - December 31)

	Basic Dental Plan	Orthodontic Enhancement*
Deductible (Individual/Family)	\$25 / \$50	
Calendar Year Maximum Benefit (the most the Plan will pay for covered services in a plan year)	\$2,000 / Individual	\$7,000 Lifetime Benefit/Individual
Dental Services		
Diagnostic & Preventive (cleanings and screenings)	<ul style="list-style-type: none"> Plan pays 100% Deductible waived Does not apply to Calendar Year Maximum Benefit 	Plan pays 50% after Deductible
Basic Restorations	Plan pays 80% after Deductible	
Major Restorations and Implants	Plan pays 50% after Deductible	

Dental Plan Cost	Basic Dental Plan	*With Ortho Enhancement
Employee Only (R00)	\$33	\$34
Employee & Spouse (F00)	\$66	\$68
Employee & Child(ren) (P99)	\$58	\$66
Employee, Spouse & Child(ren) (F99)	\$92	\$104

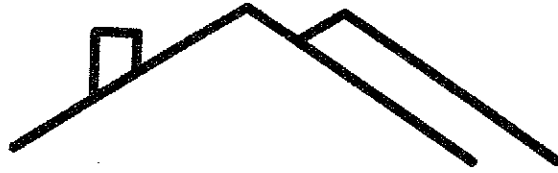
Vision Plan

Benefit Period (July 1 - June 30)

Benefits Every 12 Months	In Network	Out of Network
Well Vision Exam	\$20 Copay (No more than \$39 copay for retinal screening as an enhancement to an exam)	Up to \$50
Frames	<ul style="list-style-type: none"> \$165 allowance at retail \$90 allowance at Costco and Walmart 20% saving after allowance 	Up to \$20
Lenses (included with exam copay)	<ul style="list-style-type: none"> Single vision, lined bifocal, and trifocal lenses Polycarbonate for children Standard progressive: \$0 copay Premium progressive: \$80-\$90 copay Custom progressive: \$120-\$160 copay 	<ul style="list-style-type: none"> Single vision - Up to \$30 lined bifocal - Up to \$75 lined trifocal - up to \$100
Lens Enhancements	<ul style="list-style-type: none"> \$140 allowance for contact lenses Up to \$60 for contact lens exam (fitting and evaluation) 	Up to \$105
Contacts (instead of glasses)		
Laser Vision Correction Discount	Average 15% off regular price or 5% off promotional price; discounts only available from contracted facilities	

Vision Plan Cost

Employee Only (R00)	\$8.60
Employee & Spouse (F00)	\$13.80
Employee & Child(ren) (P99)	\$14.00
Employee, Spouse & Child(ren) (F99)	\$22.20



HOUSING CONVERSATION

JOIN EPEDC

IN PARTNERSHIP WITH MCDC

*for our first housing and investment
co-op roundtable community conversation*

*Dawson Co
Courthouse
Basement*

*Compass
coffee*

GLENDIVE: APRIL 15, 2024

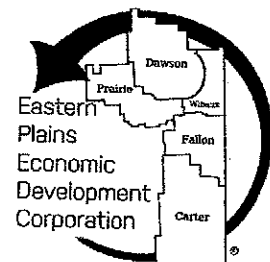
BAKER: APRIL 29, 2024

1pm - 4pm

Topics Covered

- Housing Cooperatives
- Investment Cooperatives
- Housing data findings
- Housing insecurities
- Housing opportunities

Questions: contact Teresea at tolson@epedc.com



Sample Return To Work Program

Return to Work has long been known to reduce workers compensation costs, however it has also recently been found to reduce pain and suffering by the employee, speed up healing times, and increase the level of healing a person experiences. Because of these benefits, [Company Name] has chosen to implement this program within our organization.

If you are injured on the job, our first priority is to ensure you receive proper medical treatment. You must complete a First Report of Injury (FROI) form prior to seeking medical treatment unless you are physically unable to do so due to a serious injury (i.e. bleeding uncontrollably, extreme pain, dizziness, head injury, etc.) In the event of a serious injury, it is imperative that you complete the FROI form immediately after receiving medical treatment. This form is your application for benefits from our workers compensation insurance carrier and is required by law in order to be eligible for benefits. The form is located within [Company Name's] Grab N Go kit. Upon completion of this form, a Return to Work Team (herein referred to as "team") will be established. The goal of this team is to keep open communication between all parties to promote a successful return to work.

In addition to the FROI form, you are required to return a Medical Status form to your supervisor immediately following **all** medical appointments. This form will help the team determine the type of work [Company Name] has available within the restrictions set forth by your medical provider. Failure to return this form may result in disciplinary action. This form is also located within [Company Name's] Grab N Go kit. Upon the return of this form you will meet with your supervisor and the team to discuss the job tasks available within those restrictions. If you are released by your medical provider to return to work, you will be expected to return to work immediately.

The team will meet with you at least monthly to review your most recent work restrictions outlined in the Medical Status form and ensure that only approved tasks are being done. Working outside of the restrictions may result in disciplinary action. As you heal, the medical provider may remove or reduce your work restrictions. In such cases, additional duties may be added accordingly. Once your medical provider releases you to full duty, you are expected to return to your time of injury job.

If you are not released to return to work, the team will still meet with you at least monthly to review your most recent Medical Status form and identify modified or transitional duty job opportunities in anticipation of your return to work. You are required to attend the meetings with the team. Open, two way communication is vital to the success of this program.

Training on this program will occur upon hire and at least annually thereafter. Employees are required to attend these trainings to ensure they understand their responsibilities and how the program works.

Company Name reserves the right to change or modify this program at any time.

Company Responsibilities:

- Develop a Return to Work program.
- Develop job descriptions for the jobs within the organization.
- Train supervisors on the program and how it is to be managed.
- Train employees on the program and their responsibilities.
- Provide supervisors and employees the resources needed to make the program successful.
- Establish temporary transitional jobs.
- Assist supervisor in extending a modified duty or transitional duty job offer to injured employee.

Supervisor Responsibilities:

- Ensure injured employee receives the appropriate medical treatment.
- Assist the injured employee in completing the FROI form.
- Assemble a team meeting and review the Medical Status form upon the employee's return from the medical provider.
- Provide injured employee a formal modified duty or transitional duty job offer.
- Discuss the expectations with the injured employee prior to them commencing work.
- Ensure the injured employee does not work outside the restrictions approved by the medical provider.
- Require a Medical Status form from injured employee upon return from each medical appointment.
- Attend all return to work team meetings.
- Maintain open communication with injured employee.

Employee Responsibilities:

- Report all injuries to your supervisor immediately.
- Obtain a Grab N Go kit.
- Complete the FROI.
- Review Grab N Go kit materials with your medical provider.
- Return completed Medical Status forms to your supervisor immediately following all medical appointments for work related injuries.
- Return to work (time of injury job, modified duty job, or temporary transitional duty job) as soon as the medical provider releases you to do so.
- Follow all restrictions as outlined by your medical provider in the Medical Status form.
- Communicate any changes in your ability to work to your supervisor.
- Attend all return to work meetings with your return to work team.
- Maintain open communication with your supervisor.

It is not the intent of this program to obtain confidential medical information. Information related to when and how the incident occurred, parties involved, and how we can prevent similar incidents in the future will be discussed with our safety committee, management team, and during the incident investigation.

Date

Injured Employee Name
Address
City, State Zip

Dear Injured Employee,

We are pleased to offer you temporary transitional work while you are recovering from your industrial injury. It is our goal that this temporary assignment will aid in your recovery and in your transition back into full work activities.

Your physician has released you to perform the work activities as outlined in the attached medical status form. This form has been reviewed with your supervisor to ensure that you are only tasked with duties that have been approved by your physician. Working outside of these restrictions places you at risk of further injury, and is **not** acceptable. Disciplinary action will follow if you are found to be working outside of your restrictions.

Any difficulty in performing the tasks you are assigned must be reported to your supervisor immediately. We will review the appropriateness and availability of continued temporary transitional work opportunities with you every week, and after each medical appointment.

Your wage for this temporary transitional position will be __, with __ hours of work available per week. If reduced working hours are prescribed by your medical provider, you may be entitled to additional compensation through Montana State Fund workers compensation insurance.

Please indicate your acceptance or rejection of this job offer and sign below. If you choose not to accept this temporary assignment as approved by your physician, you may not be entitled to further Time Loss benefits from Montana State Fund. Rejection of this temporary transitional position will be considered your voluntary resignation from the Organization Name.

Our business needs require that you communicate your decision to us by end of business day on Date. We look forward to your return to work at Time on Date when you check in with Contact Person. Please contact me at Phone Number if you have any questions or to discuss this further.

Sincerely,

_____ Yes, I accept this offer

Contact Person
Organization Name

_____ No, I do not accept this offer

Employer Signature

Worker Signature

Date

CC: Claims Examiner - Montana State Fund

Enc: Copy of Medical Status Form