

RESOLUTION NO. 3751

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A WIRELESS COMMUNICATION EASEMENT AGREEMENT WITH UNISON SITE MANAGEMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY

WHEREAS, the Miles City Airport Commission has recommended that Unison Site Management, LLC be authorized to establish, maintain and use certain communications equipment on property which is owned by the City of Miles City, and which is under the direction and control of the Miles City Airport Commission;

AND WHEREAS the City of Miles City has determined that granting an easement to Unison Site Management, LLC to authorize such use is in the best interests of the City;

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

1. The Wireless Communication Easement Agreement, attached hereto as Exhibit "A" and made a part hereof, is hereby approved by the City Council of the City of Miles City.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Wireless Communication Easement Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14th DAY OF OCTOBER, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

3751

EXHIBIT A

Prepared by:
Robert W. Mouton
Locke Lord LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130
LL File: 0590924/06264

Record and Return to:
Dione Carter
Fidelity National Title Insurance Company
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: 1.804.267.2049
Fax: 1.804.267.2330
File: # 19370556
Unison Site: # 362598

WIRELESS COMMUNICATION EASEMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AGREEMENT ("Agreement") is made as of October _____, 2014, by and between City of Miles City, Montana, and Miles City Airport Commission, whose address is P.O. Box 910, Miles City, Montana 59301 (collectively, "Site Owner") and T14 Unison Site Management LLC, a Delaware limited liability company, whose address is P.O. Box 1951, Frederick, Maryland 21702-0951 ("Unison"). All references hereafter to "Unison" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Unison and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain property ("Property") located in the City of Miles City, County of Custer, State of Montana, having a street address of Kinsey Road, Miles City, Montana 59301, and which Property is more particularly described on Exhibit A attached hereto.

WHEREAS, the effective date of this Agreement is the earlier of the date this Agreement is recorded of public record or the funding date ("Effective Date").

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner and Unison agree to the following:

- I. Grant of Easement.
 - (a) Site Owner grants, bargains, sells, transfers and conveys to Unison:
 - (i) an exclusive easement in, to, under and over the portion of the Property substantially as shown and/or described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates, generators and related facilities

(collectively, “Facilities”) and any related activities and uses including those necessary for Unison to comply with its obligations under the agreements listed on Exhibit C (“Existing Agreements”) together with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B-2 (“Access and Utility Easements,” Communication Easement and Access and Utility Easements, collectively “Easements”) for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Unison, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Unison of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Unison assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities (i) are not the responsibility of the Site Owner pursuant to the terms of this Agreement; and (ii) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Unison shall have the unrestricted right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of Unison and/or Unison’s present or future lessees or licensees (collectively, “Customers”).

4. Term. This Agreement and the Easements shall be for a term of fifty (50) years, commencing on the Effective Date. Notwithstanding the foregoing, in the event Unison and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. Unison may surrender the Easements for any reason or at any time by giving thirty (30) days’ notice to Site Owner. Upon surrender, this Agreement shall be terminated, and Unison and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner.

5. Improvements; Utilities. Unison and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Unison and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Unison and to act reasonably and in good faith in granting Unison the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Unison’s request, execute and record a separate written easement with Unison or with the utility company providing the utility service to reflect such right. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Unison and as necessary to comply with applicable laws, statutes or regulations.

6. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Unison to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the “Taxes”) attributable to the Property, this

Agreement and the Easements. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from Unison, Site Owner shall furnish to Unison a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Unison shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Unison for the full amount of such Taxes paid by Unison on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Unison.

7. Property Maintenance and Access. Except to the extent maintenance is the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the maintenance of the Property. Site Owner agrees to provide Unison and its Customers access to and from the Easements and all other space in the Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

8. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Unison, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date; (c) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (d) Site Owner has delivered to Unison true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) Site Owner has no past or current claims for utilities, taxes or other charges against tenants under the Existing Agreements; (g) Site Owner hereby waives all claims against said tenants and Unison for reimbursement of any future charges or expenses paid by Site Owner on behalf of Unison or said tenants unless Site Owner forwards evidence of the charge or expense and payment thereof for reimbursement within three (3) months of the date incurred; (h) as of the Effective Date, Site Owner shall not, without the prior written consent of Unison, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Unison under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (i) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of the Property; and (j) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Unison and/or any Customers.

9. Environmental Covenants. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor Unison will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property.

10. General Indemnity. Unison shall indemnify, defend and hold Site Owner harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of Unison set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by Unison. In the event that Site Owner is no longer a municipal corporation or governmental entity, Site Owner shall indemnify, defend and hold Unison harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of Site Owner set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by Site Owner. The foregoing indemnities shall not apply to any claims to the extent

arising from the gross negligence or intentional misconduct of the indemnified party, and shall survive any termination of this Agreement.

11. Assignment; Secured Parties. Unison has the unrestricted right to assign, mortgage or grant a security interest in all of Unison's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Unison and Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Unison and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Unison's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

13. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Property throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers having a duration beyond the term of this Agreement. Site Owner ratifies and acknowledges the right of Unison to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by Unison shall survive the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Unison's Customers on behalf of itself or on behalf of any third party. Unison shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify Unison with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of Unison and shall not be extinguished by Unison's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Unison in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, Unison shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Unison may be legally entitled. Site Owner hereby assigns to Unison any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Unison.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

16. Dispute Resolution.

(a) If Unison fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Unison and any Secured Parties, provided Unison has given Site Owner notice and contact information of Secured Parties, in writing of any default by Unison, and to give Unison and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Unison's receipt of the written default notice. If Unison or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner and Unison's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Unison or its Customers, Unison shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and Unison shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section 16, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

18. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Unison with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Unison, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Unison for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

"SITE OWNER":

CITY OF MILES CITY, MONTANA

Print Name: _____

By: _____
Name: Chris Grenz
Title: Mayor

MILES CITY AIRPORT COMMISSION

Print Name: _____

By: _____
Name: Keith Brownfield
Title: Chairman

Address: P.O. Box 910
Miles City, Montana 59301
Tel: _____

STATE OF MONTANA)
) ss.
COUNTY OF CUSTER)

This instrument was acknowledged before me on this ____ day of October, 2014, by Chris Grenz, Mayor of City of Miles City, Montana, a municipality.

(Notarial Seal)

(Signature)

(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires on _____, 20__

STATE OF MONTANA)
) ss.
COUNTY OF CUSTER)

This instrument was acknowledged before me on this ____ day of October, 2014, by Keith Brownfield, Chairman of Miles City Airport Commission.

(Notarial Seal)

(Signature)

(Type or Print Name)
Notary Public for the State of _____
Residing at _____
My commission expires on _____, 20__

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

“UNISON”:

WITNESSES:

T14 UNISON SITE MANAGEMENT LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Name: James R. Holmes
Title: Authorized Signatory

Print Name: _____

Address: P. O. Box 1951
City: Frederick
State: Maryland
Zip: 21702-0951
Tel: (646) 452-5455
Fax: (301) 360-0635

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the ____ day of October in the year of 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Holmes, Authorized Signatory of T14 Unison Site Management LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TOWNSHIP 8 NORTH, RANGE 47 EAST, M.P.M., IN CUSTER COUNTY, MONTANA
Section 20: W1/2;

and

Tract A.C., being a parcel of land located in the SW1/4SE1/4 of Section 20, Township 8 North, Range 47 East, M.P.M. (and possibly the NW1/4NE1/4 of Section 29, Township 8 North, Range 47 East, M.P.M.), as described by the Certificate of Survey filed for record as Document No. 56221 in Envelope No. 176 of the plat cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana;

and

That parcel of land located in the SW1/4SE1/4 of Section 20 and NW1/4NE1/4 of Section 29, Township 8 North, Range 47 East, M.P.M., described by the Certificate of Survey filed for record as Document No. 104859 in Envelope No. 300B of the plat cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana.

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

Beginning at the one quarter corner common to Sections 20 and 29 in Township 8 North, Range 47 East, M.P.M. in Custer County, Montana; thence N 00°06'16" W, along the western boundary of the Property, a distance of 631.00 feet; thence N 89°52'20" E, a distance of 65.00 feet to the Point of Beginning; thence N 89°52'20" E, a distance of 63.21 feet; thence N 00°06'16" W, a distance of 28.00 feet; thence S 89°52'20" W, a distance of 28.21 feet; thence N 00°06'16" W, a distance of 10.00 feet; thence S 89°52'20" W, a distance of 35.00 feet; thence S 00°06'16" W, a distance of 10.00 feet; thence S 00°06'16" E, a distance of 28.00 feet to the Point of Beginning; together with non-exclusive easements for the existing guy wires and anchors supporting the tower.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:
City of Miles City, Montana

Unison:
T14 Unison Site Management LLC

By: _____
Name: Chris Grenz
Title: Mayor
Date: October ____, 2014

By: _____
Name: James R. Holmes
Title: Authorized Signatory
Date: October ____, 2014

Miles City Airport Commission

By: _____
Name: Keith Brownfield
Title: Chairman
Date: October ____, 2014

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Section 20: W1/2;

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and

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EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

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Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:
City of Miles City, Montana

Unison:
T14 Unison Site Management LLC

By: _____
Name: Chris Grenz
Title: Mayor
Date: October ____, 2014

By: _____
Name: James R. Holmes
Title: Authorized Signatory
Date: October ____, 2014

Miles City Airport Commission

By: _____
Name: Keith Brownfield
Title: Chairman
Date: October ____, 2014

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, and including the following:

All rights of ingress and egress across the Property, more fully described on Exhibit A hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to **Kinsey Road** (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:
City of Miles City, Montana

Unison:
T14 Unison Site Management LLC

By: _____
Name: Chris Grenz
Title: Mayor
Date: October ____, 2014

By: _____
Name: James R. Holmes
Title: Authorized Signatory
Date: October ____, 2014

Miles City Airport Commission

By: _____
Name: Keith Brownfield
Title: Chairman
Date: October ____, 2014

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Unison, as of the effective date herein, all of its right, title and interest in, to and under any existing wireless lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property, including, without limitation, the following:

That certain Headend Site Lease Agreement dated January 21, 2009, by and between Miles City Airport Commission, as lessor, and Pinnacle Towers, LLC, a Delaware limited liability company, as lessee.

Site Owner hereby authorizes Unison to replace this Exhibit C if information becomes available to more accurately describe the agreement(s) listed above, and upon delivery to Site Owner, such revised Exhibit C shall be deemed to be the final agreement between the Parties with respect to this Exhibit.

Agreed and Approved:

Site Owner:
City of Miles City, Montana

Unison:
T14 Unison Site Management LLC

By: _____
Name: Chris Grenz
Title: Mayor
Date: October ____, 2014

By: _____
Name: James R. Holmes
Title: Authorized Signatory
Date: October ____, 2014

Miles City Airport Commission

By: _____
Name: Keith Brownfield
Title: Chairman
Date: October ____, 2014

EXHIBIT D

TITLE ENCUMBRANCES

“NONE”

RESOLUTION NO: 3752

A RESOLUTION DECLARING THE CITY COUNCIL INTENT TO CREATE A MILES CITY DOWNTOWN URBAN RENEWAL DISTRICT WITH TAX INCREMENT AUTHORITY; DECLARING THE EXISTENCE OF BLIGHT WITHIN THE MILES CITY DOWNTOWN URBAN RENEWAL AREA

WHEREAS, at the July 8, 2014 City Council meeting, the council adopted Resolution 3705 that declared blight, stated the intent to create an urban renewal district;

WHEREAS, Resolution 3705 contained a legal description of the boundaries for the District which must now be amended to include additional properties,

WHEREAS, the City wishes to provide the proper public notification of its intent to create the Miles City Downtown Urban Renewal District and follow the process as outlined in State Law, and is adopting this amended resolution as part of the required process;

WHEREAS, under the provisions of Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act"), the City of Miles City, Montana (the "City") is authorized, among other things, to identify and declare an area as containing blight with the intention of eliminating it through urban renewal; and

WHEREAS, the City is authorized by the Act to create urban renewal areas with tax increment provisions by adopting an urban renewal plan by ordinance;

WHEREAS, an urban renewal plan has been prepared for the proposed Miles City Downtown Urban Renewal District; and

WHEREAS, the City Council desires to conduct a public hearing on the draft urban renewal plan for the proposed Miles City Downtown Urban Renewal District to determine if it is desirable to create the district.

NOW, THEREFORE, the City Council of the City of Miles City, Montana, declares and resolves as

1. Legal Description of Miles City Downtown Urban Renewal District The area being considered for inclusion in the proposed urban renewal area is described as:

Beginning at the intersection of Tatro Street and 7th St, continuing east to the municipal limits, paralleling the city limits south and east to the intersection of Ullman St and Gordon St, continuing east to the intersection of Gordon St and Woodbury St, continuing South to the intersection of Woodbury St. and Washington St, continuing west on Washington St to the intersection of Washington St and 10th St, continuing south on 10th St to the intersection of 10th and Pleasant St, continuing east to the intersection of Pleasant St and N Center Ave, continuing South to the intersection of S Center Ave and

Main St, continuing east to the intersection of Main St and S Lake Ave, continuing south to the intersection of S Lake Ave and Fort St, continuing west to the intersection of Fort St and S Montana Ave, Ave, continuing southwest to the intersection of S Montana Ave and Atlantic Ave, continuing southwest to the intersection of Atlantic and NueVu, continuing southeast on NueVu to the intersection of NueVu and Yellowstone, continuing southwest to the city limits and the Tongue River, following the municipal limits west, north, and east to the intersection of Dike Rd and Wilderness Rd, continuing northeast to the intersection of Wilderness Rd and Hubbell St, continuing east on Hubbell St. to the intersection of Hubbell St and 6th St, continuing north to the intersection of 6th and William ST, continuing east on William St to the intersection of William St and 7th St, continuing north to the intersection of 7th St and Tatro Street.

2. Determination of blight. A requirement of Montana Annotated Code 2013 is to justify an urban renewal plan through the determination of blight. Blight is defined as an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodation; or constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;
- inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality; inappropriate or mixed uses of land or buildings;
- defective or inadequate street layout;
- faulty lot layout in relation to size, adequacy, accessibility, or usefulness; unsanitary or unsafe conditions;
- deterioration of site;
- improper subdivision or obsolete platting;
- the existence of conditions that endanger life or property by fire or other causes;

The area in the proposed district contains a great deal of blight. Within the district there is substantial structural deterioration, long-term land vacancy, and significant infrastructure needs. Several of the commercial buildings in the district are vacant or deteriorated and need demolition. Many of the sidewalks are cracked or nonexistent, alleys are deteriorated, and, in general, much of the area is below city standards. Montana Code 7-15-4206(2) provides statutory guidance to determine the eligibility of an area of a city to be deemed as blighted. Specifically MCA 715-4206(a)(i)(j)(n) are all items that relate to the condition of the proposed Miles City Downtown Urban Renewal District. The area is currently undergoing a transition as more commercial uses relocate to other parts of the community leaving behind vacant storefronts and underutilized parcels. This continued lack of investment requires that action be taken by both public and private parties. Portions of the district fall into the blighted, neglected and under-utilized categories. The Miles City Downtown Urban Renewal District Map shows

the current infrastructure conditions within the district, attached hereto as Exhibit "A", and made a part hereof, is hereby approved.

3. Intent to Create an Urban Renewal District with Tax Increment Authority. Pursuant to the Act and considering the blighted conditions cited above, the City Council declares its intention to create a Miles City Downtown Urban Renewal Area and that public improvements that will stimulate private investment in the area may be financed in part through tax increment generated from the District, subject to a public hearing and adoption of the draft urban renewal plan by ordinance.

4. Public Hearing. A public hearing is hereby called and shall be held on October 28, 2014 at 7:00 p.m. in the Council Chambers at 17 S 8th Street, Miles City, Montana, on whether to adopt the draft urban renewal plan for the proposed Miles City Downtown Urban Renewal District.

5. Publication and Mailing of Notice. The City Clerk is hereby authorized and directed to cause notice of the public hearing to be published in the Miles City Star at least twice with at least 6 days separating each publication prior to the date set for the hearing and to mail notice of such hearing not less than 10 days prior to the date of the hearing to the persons whose names appear on the county treasurer's tax roll as the owners, reputed owners, or purchasers under contract for the deed of the Property, at the addresses shown on the tax roll.

APPROVED AND PASSED by the City Council of the City of Miles City this __ (Date).

CITY OF MILES CITY

BY: _____
Chris A. Grenz, Mayor

ATTEST:

BY: _____
Lorrie Pearce, City Clerk

EXHIBIT A: MILES CITY URBAN RENEWAL DISTRICT MAP



RESOLUTION NO. 3753

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A STANDARD AGREEMENT FOR PROFESSIONAL SERVICES WITH DOWL HKM FOR SERVICES RELATED TO A MILES CITY WATER & SEWER CAPACITY STUDY

WHEREAS, the City of Miles City has approved the completion of a Water & Sewer Capacity Study, and pursuant to a Request for Qualifications and review of Statements of Qualifications, has selected DOWL HKM to provide services relating to the same;

AND WHEREAS the City of Miles City wishes to reduce the scope of such services to writing, to clarify the obligations of the parties;

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

1. The Standard Agreement for Professional Services, between DOWL HKM and the City of Miles City, attached hereto as Exhibit "A", and incorporated herein, is hereby approved and adopted.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14TH DAY OF OCTOBER, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk



EXHIBIT A

3753

DOWL HKM Project No.: 5028.26539.01

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of October 1, 2014 between City of Miles City, P.O. Drawer 910, Miles City, MT 59301 (Client) and DOWL HKM, 713, Pleasant Street, Miles City (DOWL HKM). Client and DOWL HKM agree that DOWL HKM will perform the professional services identified in Exhibit A associated with:

Miles City Water & Sewer System Capacity Study

Representatives: CLIENT: Allen Kelm, Utilities Director

DOWL HKM: Dayton Alsaker

SCOPE OF SERVICES:

See EXHIBIT A – SCOPE OF SERVICES

COMPENSATION by CLIENT to DOWL HKM:

Reimbursement shall be on a Time & Material basis, (with a not-to-exceed total of \$100,000.00). DOWL HKM shall invoice no more often than monthly for services performed in the previous month in accordance with the unit rates set forth in EXHIBIT B. To be consistent with services actually rendered, DOWL HKM may alter the distribution of compensation between individual phases/tasks of the work noted herein but, shall not exceed the total estimated compensation without CLIENT'S prior approval.

The following are hereby made a part of this AGREEMENT by attachment:

- Terms and Conditions (3 pages)
- Exhibit A - Scope of Services
- Exhibit B – Rate Schedule

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, persons authorized to commit the resources of the Parties have executed this Agreement as follows:

Accepted for Client:

Accepted for DOWL HKM:

By: _____
 Title: _____
 Date: _____

By: Dayton Alsaker
 Title: Region Mgr
 Date: 9-17-14
 Tax ID No or SSN: 92-0166301



DOWL HKM
STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF DOWL HKM

A. Basic Services

DOWL HKM shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

DOWL HKM's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL HKM's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL HKM to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL HKM, the rates and amounts of compensation and time for completions provided herein shall be subject to equitable adjustment

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL HKM will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

DOWL HKM will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL HKM's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition DOWL HKM may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine DOWL HKM's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to DOWL HKM whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL HKM's Scope of Services or any defect in the Services of DOWL HKM or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for DOWL HKM and DOWL HKM's subconsultants to enter upon public or private property as required for DOWL HKM to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL HKM

A. Independent Contractor

DOWL HKM is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and subconsultants. DOWL HKM shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

DOWL HKM will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL HKM cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notices to proceed issued by the Client are specifically objected to.

C. Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of DOWL HKM's work. DOWL HKM shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in the Client furnished information.



D. Publicity

DOWL HKM will not disclose the nature of its Scope of Services on the Project, or engage in any publicity or public media disclosures with respect to this project without the prior written consent of Client.

E. Insurance

DOWL HKM will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with statutory requirements, and DOWL HKM's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

F. Compliance with Laws

DOWL HKM will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

G. No responsibility for Site Safety

Construction contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs and compliance with applicable laws and regulations.

H. No responsibility for Contractor Performance

DOWL HKM shall not be responsible for the quality of any Contractor's work, or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

I. Equal Opportunity Employment

DOWL HKM is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL HKM does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, and DOWL HKM shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL HKM) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL HKM will be at Client's sole risk. Client shall indemnify and hold harmless DOWL HKM and DOWL HKM's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefrom.
2. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by DOWL HKM. Files in electronic media format are furnished for convenience.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL HKM, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will

be corrected by DOWL HKM. DOWL HKM will not be responsible to maintain documents stored in electronic media format after acceptance by Client.

4. DOWL HKM makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL HKM at the beginning of this Project.

B. Indemnification

1. DOWL HKM agrees to indemnify and hold harmless Client from and against any liability, damages and costs, (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, to the extent caused by the negligent acts, errors, and omissions of DOWL HKM or anyone for whom DOWL HKM is legally responsible. DOWL HKM's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of the engineer's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL HKM from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors, and omissions of the Client, Clients contractors, consultants, and anyone for whom Client is legally responsible.
3. DOWL HKM's total liability to Client and anyone claiming by, through or under Client for any claim, cost, loss or damage caused in part by the negligence of DOWL HKM and in part by Client or any other negligent entity or individual, including any potential defense obligations shall not exceed the percentage share that DOWL HKM's actual negligence bears to the total of all other negligent entities and individuals

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL HKM will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Consequential Damages / Limitation of Liability

To the fullest extent permitted by law, DOWL HKM and Client waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and agree that DOWL HKM'S total liability to Client under this Agreement shall be limited to \$100,000.



E. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

F. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

G. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

H. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance.

I. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL HKM. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute,

strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL HKM's ability to operate business in accordance with the provisions of this Agreement.

J. No Third Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, in any.

K. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL HKM may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

L. Prevailing Party Litigation Costs

In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

M. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

N. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

Exhibit A to Standard Agreement for Professional Services

Scope of Services

Task 100 Meetings with City Staff

During the course of the study, several meetings will be held with City staff to gather information and present preliminary results. In the initial meeting, we will discuss problem areas the City staff is aware of such as water lines with high breakage rates, sewers that plug or back-up (or have other issues), areas where high infiltration and inflow is suspected, any water line valves or hydrants that are problems, and lift station pumps that are at capacity or have plugging problems.

It is anticipated that monthly meetings will be held with City staff to give progress updates and discuss the methods and information needed to calibrate water and sewer models. Flow monitoring locations for the sewer meter and the locations for hydrant flow testing will be reviewed. After the initial computer runs, preliminary results will be reviewed with City staff to determine if the model results match their “real world” knowledge of the systems.

Task 200 Update Mapping

In this task, the water and sewer system mapping will be reviewed with the City to ensure the City’s and District’s water and sewer systems are accurately represented. The City and District maps will be combined to provide complete system maps for both the water system and sewer system.

Once the AutoCAD mapping is verified, it will be converted into GIS mapping. The database associated with the GIS mapping will include:

- Pipeline lengths, diameters, and material (when known)
- Manhole sizes and invert elevations
- Age of pipe if the installation date is known
- Location and date of past pipe breaks and repairs based on information provided by the City and District

The sewer system model is highly dependent on accurate manhole invert elevations. Limited surveying may be required to resolve discrepancies in the AutoCad files. If required, up to three day of survey will be provided to obtain spot elevations of selected manholes on the main trunk lines to resolve adverse slope conditions in the model.

Task 300 Inventory of System Components

This task consists of documenting information relative to the lift stations, water booster station, and tanks, in addition to the water and sewer lines. Each facility will be visited and tables prepared to list the characteristics of the facility. City staff will be consulted regarding high maintenance areas and areas with a high pipe breakage. Per the Request for Proposals, a detailed assessment of the water and wastewater plants, lift stations conditions, and capacity will not be conducted but information will be obtained from City records, our records, discussion with City staff, and site visits to the stations and plants.

Task 400 Develop Water and Sewer Models

Once the piping configurations are imported into the water and sewer models, water demands and wastewater flows will be loaded into the model database. Water demands will be allocated based on the water meter readings. The water system model will be calibrated with hydrant flow tests. DOWL HKM has the proper equipment and experience to conduct hydrant flow meter testing with assistance from city operators. Dry weather wastewater flows from contributing areas will be loaded based on winter water usage. Infiltration and inflow to the sewer system will be allocated to the sewer model based on the results of flow monitoring. For future development areas, flows will be allocated based on the area zoning and current flow data for the various zone classifications.

Calibration of the wastewater collection system model is accomplished through flow metering at various locations in the collection system and matching the flows observed at the wastewater plant. It is important to collect monitoring data during both dry and wet weather conditions. It is also important to monitor at several locations simultaneously during wet weather conditions in order to capture the areas with high inflow from rain or snowmelt events. It is anticipated two meters will be installed for 1-2 months during the winter to establish dry weather conditions and 4 meters for a two month period during the spring and summer to capture high flow events. It is anticipated that during the dry weather monitoring, each meter will be left in place for 4-5 days and then moved to a new location. During the wet weather monitoring period the meters will remain in place until a high I/I event occurs or until a decision is made to relocate the meters. It is anticipated that the initial installations will be made in the dry weather monitoring period and in the wet weather period. It is anticipated that DOWL HKM will work with City staff in the meter installation procedures and City staff will relocate the meters as needed.

The sewer monitoring and water system hydrant testing will initially be focused along Haynes Avenue, Southgate Meadows and the Gordon Street Trunk Line.

Task 500 Prioritization and Cost Estimates for Improvements

The model results will be used to determine areas of the water and sewer systems that do not have the required capacity at current and future conditions. Cost estimates will be prepared for improvements to the systems and then they will be prioritized based on discussions with City staff, immediate needs to correct existing deficiencies, and improvements needed to meet future development needs.

Task 600 Report Preparation

The report will be organized to provide an executive summary of recommended improvements base on short-term and long-term needs. Estimated capital costs for each of the recommended improvements will be provided. After the executive summary, the report will be organized to show the expected areas of development and the water demands and sewer flow associated with the future developments. Historical and current water usage and wastewater flows will be listed along with projections for incremental growth rates in 5-10 year increments.

The calibration of the water system model will be documented showing the results of hydrant flow tests and how the tests correspond to model results. Maps will be included in the report showing areas of pressures in the system during various demand scenarios. The detailed model run results will be included as appendices.

For the wastewater model, the report will contain a map showing the capacity of the main sewers in terms the ratio of modeled depth versus full flow depth. This allows a quick determination of lines that are flowing near full. The report will show the results for dry weather, wet weather, and storm flow conditions.

Project deliverables include:

1. GIS maps of the water and sewer systems.
2. WaterCAD model of the water system.
3. SewerCAD model o the key interceptors.
4. An analysis of the work done under this study and a CIP for both shorter term improvements and longer term improvements.
5. The approximate cost of these improvements.
6. A report summarizing all of the work under this study, including the capacity analysis, capacity limitations and recommendations.
7. Appendices of data gathered, information provided from other sources, summaries of discussions, etc.



EXHIBIT B - FEE SCHEDULE

Personnel Billing Rates	
Senior Manager	\$195.00
Engineer VI	\$155.00
Engineer V	\$145.00
Engineer IV	\$120.00
Engineer III	\$105.00
Engineer II	\$85.00
Engineer I	\$80.00
Engineering Technician IV	\$105.00
Engineering Technician III	\$85.00
Engineering Technician II	\$75.00
Engineering Technician I	\$55.00
Laboratory Manager	\$90.00
Laboratory Technician*	\$60.00
Inspector	\$90.00
Survey Manager	\$130.00
Professional Land Surveyor	\$105.00
Project Surveyor	\$85.00
Crew Chief	\$75.00
Survey Technician	\$160.00
2 Person Survey Crew	\$150.00
Administrative Assistant	\$55.00

Equipment, Materials, & Supplies	<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
2 GPS Receivers (Survey Quality)	\$425.00	\$1,600.00	\$4,320.00
Single/Each Additional Receiver	\$250.00	\$800.00	\$2,700.00

Travel, Mileage, & Miscellaneous	
Per diem will be billed after 6 hours in the field and when more than 50 miles from the office at ¼ rate for every 6 hours or portion of a quarter day greater than 3 hours. For the day of departure, the day begins at time of departure. For the day of return, the day ends when employee arrives at authorized point of destination (office, home, etc.).	
Per diem (per person, per day Wyoming)	= \$51.00/day
Lodging	= cost per night
Airfare	= cost
Vehicle Usage – Automobiles	= 0..55/mile
Vehicle Usage – Pickups, Suburban	= 0..55/mile

- | Notes |
|--|
| 1. DOWL HKM's Professional Fee Services Fee Schedule is subject to adjustment each year (May 1 st) or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Customer and DOWL HKM. |
| 2. Costs included in overhead rates for reasonable requests. Requests beyond those considered reasonable by the project manager billed at Cost + Agreed Upon Mark-up. |
| 3. Specialized computer software or hardware necessary for a unique application for will be billed at a negotiated rate or unit cost. |

RESOLUTION NO. 3754

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2014-2015 TO INCREASE THE BUDGETED AMOUNT IN FUND # 1000-009-410540-143 TO PROVIDE FUNDING FOR HEALTH INSURANCE FOR THE CITY TREASURER

WHEREAS, the City of Miles City wishes to amend the budget for Fiscal Year 2014-2015 to provide funding for health insurance to the City Treasurer, as permitted by §7-6-4006 MCA;

AND WHEREAS, such amendment of the final budget will result in an overall increase in appropriation authority within such fund,

AND WHEREAS the provisions of §7-6-4006 MCA require public hearing upon any budget amendment resulting in an overall increase in appropriation authority,

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

The appropriations for the Final Budget for Fiscal Year 2014-2015 for General Fund No. 1000 shall be increased in the following amount:

Fund No. 1000-009-410540-143 (General Fund No. 1000, City Treasurer, Health Insurance), in the sum of \$5,020.00, or \$627.50 per month beginning the month of November, 2014;

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2014-2015 on the 28th day of October, 2014, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 14TH DAY OF OCTOBER, 2014.

C. A. GRENZ, Mayor

ATTEST:

Lorrie Pearce, 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 28TH DAY OF OCTOBER, 2014.

C. A. GRENZ, Mayor

ATTEST:

Lorrie Pearce, City Clerk

RESOLUTION NO. 3755

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A NET PROFITS AGREEMENT WITH UNISON SITE MANAGEMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

WHEREAS, the Miles City Airport Commission has recommended that Unison Site Management, LLC be authorized to establish, maintain and use certain communications equipment on property which is owned by the City of Miles City, and which is under the direction and control of the Miles City Airport Commission;

AND WHEREAS the City of Miles City has approved a Wireless Communications Easement Agreement relating to the same;

AND WHEREAS Unison Site Management, LLC has proposed that certain net profits be shared with the City of Miles City and the Miles City Airport Commission as partial consideration for the granting of the foregoing easement;

AND WHEREAS the City Council has determined that such net profit sharing is in the best interest of the City and the Airport;

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

1. The Net Profits Agreement, attached hereto as Exhibit "A" and made a part hereof, is hereby approved by the City Council of the City of Miles City.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Net Profits Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14th DAY OF OCTOBER, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A
NET PROFITS AGREEMENT

THIS NET PROFITS AGREEMENT ("Agreement") is made as of the ____ day of October, 2014 ("Effective Date") by and between City of Miles City, Montana, and Miles City Airport Commission, whose address is P.O. Box 910, Miles City, Montana 59301 (collectively, "Site Owner") and T14 Unison Site Management LLC, a Delaware limited liability company, whose address is P.O. Box 1951 Frederick, Maryland 21702-0951 ("Unison"). All references hereafter to "Unison" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Unison and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain real property ("Property") located in the City of Miles City, County of Custer, State of Montana, having a street address of Kinsey Road, Miles City, Montana 59301;

WHEREAS, the Property is subject to certain existing leases and license agreements (collectively, "Existing Agreements") and may be subject to New Agreements (as hereafter defined) that require the lessees or licensees thereunder to pay rents, license payments, escalations and any other amounts (such amounts, collectively the "Rent");

WHEREAS, as of October _____, 2014, the Parties entered into a Wireless Communication Easement Agreement (the "Easement Agreement"), pursuant to which Site Owner granted to Unison certain easements in the Property (the "Easement"), and assigned to Unison the Existing Agreements;

WHEREAS, the Easement Agreement grants Unison the right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easement to third parties and/or customers of Unison (collectively, "Customers") and grants Unison the right to any and all Rent through the stated term of the Easement Agreement;

WHEREAS, the Parties agree that "Scheduled Rent" means the Rent due, at any point in time, in accordance with the provisions of the Existing Agreements as of the Effective Date. Scheduled Rent shall begin on the Effective Date and continue through the stated term of the Easement Agreement. For purposes of determining Scheduled Rent, the Existing Agreements are deemed to remain in full force and effect throughout the stated term of the Easement Agreement;

WHEREAS, the Parties agree that "Unison Rent" means the cumulative amount of Scheduled Rent due to Unison from the Effective Date through the date on which the amount is calculated ("Date of Determination");

WHEREAS, the Parties recognize that in the future, Unison may enter into agreements with Customers ("New Agreements") pursuant to which Unison may lease or license, or consent to a sublease, sublicense or co-location with respect to portions of the Easement which lie within and/or outside the boundaries of the premises demised in the Existing Agreements which may result in Unison actually receiving Rent that is greater than Unison Rent ("Excess Revenue");

WHEREAS, Unison has agreed to pay to Site Owner fifty percent (50%) of Excess Revenue, if any, as set forth below;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner and Unison agree to the following:

1. Stipulation and Acknowledgement. The Parties stipulate, acknowledge, and agree that this Agreement (i) does not constitute an "executory contract" under Section 365 of the United States Bankruptcy Code, 11 U.S.C. § 365; and (ii) is non-executory in nature, and therefore is not subject to rejection under Section 365 of the

United States Bankruptcy Code, 11 U.S.C. § 365. The Parties stipulate, acknowledge, and agree that this Agreement does not impose any continuing obligations on the Site Owner whatsoever.

2. Acknowledgement Concerning Effect of Easements. The Parties acknowledge and agree that, pursuant to the Easement Agreement and the easements created and real property rights granted to Unison under the Easement Agreement, only Unison is entitled to collect and receive Rent from the Existing Agreements and New Agreements.

3. Excess Revenue. Notwithstanding the acknowledgement contained in Section 2 above, Unison shall pay to Site Owner, on a monthly basis, fifty percent (50%) of all Excess Revenue, if any, from the Rent actually received by Unison from Customers (the "Net Profits Payment"). Unison shall remit the Net Profits Payment to Site Owner on the fifteenth (15th) day or first business day thereafter of each month throughout the term hereof, based on the amount of Excess Revenue, if any, actually received by Unison during the preceding month, less (i) any costs and expenses actually incurred by Unison due to the failure of Site Owner to comply with its obligations under the Easement Agreement and any amounts due to Unison (including, without limitation, any reimbursement or offset) under the Easement Agreement, and (ii) fifty percent (50%) of collection costs, attorneys' fees and court costs actually incurred by Unison in enforcing or otherwise litigating the terms of any Customer agreement.

4. Unison Rent. The obligation of Unison to pay any amounts to Site Owner pursuant to this Agreement is expressly subject to the condition that at any point in time throughout the term of this Agreement, Unison shall have received the full amount of Unison Rent due to Unison as of the Date of Determination.

5. Termination. This Agreement shall terminate, and the payment and other obligations of Unison hereunder shall immediately cease and be of no effect upon termination of Unison's interest in the Property for any reason.

6. Default. In the event of a monetary default ("Default") hereunder by Unison, Site Owner shall provide Unison with written notice of the Default, and Unison shall have fifteen (15) days from its actual receipt of such notice to cure same. If Unison fails to cure the Default within the foregoing grace period, then Site Owner's only remedies for a breach of this Agreement shall be specific performance or recovery of the amount of Site Owner's actual damages for such breach of this Agreement; provided however, that Unison shall not be liable or responsible to Site Owner for lost profits or any other damages which are indirect, consequential, exemplary or punitive. Further, Site Owner is not entitled to terminate the Easement Agreement or terminate the easements created under such agreement for any reason whatsoever (including any breach of this Agreement or the Easement Agreement). The prevailing party, in any proceedings under this Section 6, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

7. Severability. The Parties agree that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein.

8. Absence of Certain Representations or Warranties. Site Owner acknowledges that Unison has not made any representations or warranties to Site Owner concerning the amount of Excess Revenue, if any, to which Site Owner may be entitled to receive pursuant to the Agreement, and Unison hereby disclaims all such representations and warranties.

9. Receipt of Certain Funds by Site Owner. In the event Site Owner receives any revenues or checks due Unison pursuant to the Existing Agreements or otherwise with respect to the Easement, Site Owner shall promptly deliver such funds and/or endorse such checks to Unison for distribution pursuant to the terms hereof.

10. Assignment; Secured Parties. Unison has the unrestricted right to assign, mortgage or grant a security interest in all of Unison's interest in and to this Agreement, and may assign this Agreement to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Unison and Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Unison and give Secured Parties the same right to cure any default. If any Secured Party shall succeed to Unison's interest under this Agreement, such Secured Party shall have no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner shall have the right to assign or grant a security interest in this Agreement, provided that Unison shall not be bound by any such assignment or security interest unless Unison receives notice of such assignment or security interest, together with the correct notice address of such assignee or grantee. All payments made by Unison to Site Owner prior to receipt of the foregoing notice shall be deemed to satisfy the payment obligations of Unison hereunder.

11. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

12. Audit. Site Owner shall have the right to conduct an audit of Unison's books and records pertaining to the rental income from the Easement and any amounts to be paid to Site Owner hereunder, upon at least thirty (30) days prior written notice to Unison delivered on or before December 31 of the calendar year following the calendar year for which the audit is to be conducted. In the event that Site Owner fails to deliver a request for an audit to Unison on or before December 31 of any year, all accountings, statements and payments delivered by Unison to Site Owner for the immediately preceding year shall be deemed accurate and binding on the Parties, and Site Owner shall thereafter have no right whatsoever to dispute same. Site Owner shall bear all reasonable costs of the audit, including, without limitation, reasonable copying costs.

13. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

14. No Joint Venture or Partnership. Neither party shall be, or hold itself out to be, the agent of the other party and neither party shall have the authority to bind or commit the other party. Neither party shall be empowered to accept legal process on behalf of the other party. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the Parties.

15. Miscellaneous. (a) The Parties agree that the recitals and prefatory phrases and paragraphs set forth above are hereby incorporated in full, and made a part of, this Agreement; (b) this Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (c) any amendments to this Agreement must be in writing and executed by both Parties; (d) this Agreement is governed by the laws of the State in which the Property is located; (e) the section headings of this Agreement have been inserted for convenience of reference only, and shall in

no way modify or restrict the terms of this Agreement; (f) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (g) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

"SITE OWNER":

CITY OF MILES CITY, MONTANA

Print Name: _____

By: _____
Name: Chris Grenz
Title: Mayor

MILES CITY AIRPORT COMMISSION

Print Name: _____

By: _____
Name: Keith Brownfield
Title: Chairman

Address: P.O. Box 910
Miles City, Montana 59301
Tel: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

“UNISON”:

WITNESSES:

T14 UNISON SITE MANAGEMENT LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Name: James R. Holmes
Title: Authorized Signatory

Print Name: _____

Address: P.O. Box 1951
City: Frederick
State: Maryland
Zip: 21702-0951
Tel: (646) 452-5455
Fax: (301) 360-0635

RESOLUTION NO. 3756

A RESOLUTION REVISING CITY OF MILES CITY PERSONNEL POLICIES REGARDING EMPLOYMENT INFORMATION AND EMPLOYEE BENEFITS

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

AND WHEREAS, revised policies regarding Employment Information and a new policy regarding Employee Benefits have been recommended for approval by the Human Resources Committee of the City Council;

AND WHEREAS, the City Council finds that said revised and new policies should be adopted;

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

1. That the policies titled "Section 3: Employment Information," attached hereto as Exhibit "A" and made a part hereof, and "Section 4: Employee Benefits," attached hereto as Exhibit "B" and made a part hereof, are hereby adopted by the City Council.
2. The foregoing policy Sections 3 and 4 shall replace the following existing policies:
 - a. All of Section 2: Pay & Classification, with exception of the policy titled "Overtime and Compensatory Time NON-Bargaining Unit;
 - b. All of Section 5: Separation, along with updates;
 - c. Certain policies within Section 3, Workplace Standards, as follows: policies titled "Employee Record Keeping," "Performance Evaluation," and "Probation."
3. Such changes to the policy shall become effective immediately upon the passage of this resolution.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14th DAY OF OCTOBER, 2014.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SECTION 3

Employment Information



City of Miles City



CITY OF MILES CITY PERSONNEL POLICY

Effective
Date:

Last
Revised:

Employee Orientation

Resolution #

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

PURPOSE

The City of Miles City believes that employee orientation is critical for new employees. The orientation process familiarizes new employees with the City of Miles City’s policies, procedures, regulations, people and the department layout.

POLICY

It is the policy of the City of Miles City that all new employees will meet for general orientation with the Human Resources/Payroll Officer on his or her first day of work.

New employees will be required to sign an acknowledge form that he/she received a copy of the Personnel Manual and Safety Manual and will be responsible for reviewing all the materials therein. New employees will be given the option of receiving these manuals in paper or electronic formats.

All employees new to the City of Miles City will be required to present documentation regarding identity and employment eligibility within three (3) days of hire.

PROCEDURE

A. Employee Orientation

On the first day of employment, the Human Resources/Payroll Officer shall conduct an orientation session with the new employee to complete necessary employment documents, review key City policies and compensation terms, explain City benefits, and provide any other human resource and payroll related information needed to orient and integrate the employee into the City of Miles City service. The topics covered shall be documented on the “Orientation Checklist” form.

During the first week of employment, the employee's Department Director and/or supervisor shall review with the employee the City's organizational structure, job content, performance and safety standards, working conditions, and any other matters of operational importance needed to orient and integrate the employee into City of Miles City service. Any documents used to incorporate the employee into his or her department should be signed by the employee and the Department Director and/or supervisor and shall be provided to the Human Resources/Payroll Office to be placed in the employees personnel file.

The Human Resources/Payroll Officer, Department Director and Supervisors should ensure that new employees are given adequate time to gain a clear understanding of the information they have been provided and have the opportunity to ask questions.

CLOSING

Prior to the new employee's first payday, the Human Resources/Payroll Officer will provide him/her with the following information:

- Employment date
- Longevity date
- Eligibility date for use of sick leave
- Eligibility date for use of vacation leave
- Probationary Wage
- Any applicable stipends/incentives
- Standard Deduction List
 - ✓ Federal Income Tax (FIT)
 - ✓ State Income Tax (SIT)
 - ✓ Retirement (if applicable)
 - ✓ Medicare (if applicable)
 - ✓ Social Security (if applicable)
 - ✓ Union dues (if applicable)
 - ✓ Association/Fund dues (if applicable)
- Voluntary Employee Deductions
 - ✓ Medical Insurance
 - ✓ Deferred Compensation
 - ✓ Other.



CITY OF MILES CITY

ORIENTATION CHECKLIST

To be Completed by HR/Payroll Office

These items should be addressed on the first day of employment. Any items on this checklist that are not applicable should be so noted.

Human Resource Payroll Office:	Initials:	
	HR/Payroll Officer	Employee
I-9 Employment Eligibility Verification	_____	_____
Montana New Hire Form Reporting form	_____	_____
Withholding Statement (W-4)	_____	_____
Retirement Handbook & Enrollment	_____	_____
✓ Employees retirement is: _____		
Employee Benefit Enrollment Forms	_____	_____
Employee Insurance Benefit Package	_____	_____
Payroll Calendar - information	_____	_____
Direct Deposit Information	_____	_____
Pay Period Deductions	_____	_____
Deferred Compensation Information	_____	_____
Certification of Montana Public Employment	_____	_____
Union Membership & Dues		
✓ Employee is represented by: _____		
Workers Compensation Handout	_____	_____
Vacation/Sick leave usage	_____	_____
Personnel File	_____	_____
Probationary Period	_____	_____
City of Miles City Personnel Policy Manual	_____	_____
✓ Paper: _____		
✓ Electronic/Email Address: _____		
City of Miles City Safety Manual	_____	_____
✓ Paper: _____ Electronic: _____		

Employee's Signature _____ **Date** _____

(My signature indicates the above information was presented to me. I had the opportunity to review the information and have my questions answered. I understand items in the orientation may be subject to change depending on changes to policy, rules, laws and Collective Bargaining Agreements.)

HR/Payroll Officer Signature _____ **Date** _____

(Instructions for HR: The completed checklist goes into the employee's Personnel File. Give the employee a copy of the completed checklist.)



CITY OF MILES CITY PERSONNEL POLICY

Effective
Date:

Last Revised:

Probationary & Trial Period

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

PURPOSE

The City of Miles City believes that an employee should have time to adjust to new surroundings, assume an increasing workload and prove that he or she is the proper person for the position.

POLICY

The City of Miles City's policy for a newly hired employee is that he or she is subject to a probationary period.

PROCEDURE

A. Probationary Period:

1. All newly hired employees must serve a period of initial probation. Police Officers, Firefighters and Dispatchers serve a probationary period of one year; all other employees serve a minimum of six months' probation, unless otherwise defined by a Collective Bargaining Unit.
2. The "Employment Confirmation Letter" received by the employee, signed by the Mayor, and shall state length of probationary period.
3. The probationary period is designed to give the employee time to learn the position and to give the Department Director/Supervisor time to evaluate the employee's potential and performance. Probationary employees will be formally evaluated at three (3) months of employment and one (1) month prior to completion of their probationary period, using the City's "Employee Performance Appraisal" form. During the established initial probationary period, the City reserves the right to terminate the probationary employee's service with or without cause, provided; however, the employer shall not discharge or otherwise discipline an employee for protected union activity, public policy or written policies.
4. Rejected probationers shall be notified of such action in writing by the Department Director at any time during the initial probationary period, and copies of said notifications shall be retained in their personnel files.

5. At the end of the initial probationary period, the employee is formally evaluated and provided written documentation of progress. Other evaluations, as noted above, will be conducted during the course of the probationary period to assess performance and to advise employees of expectations regarding performance. Significant job deficiency(ies) shall be documented in the employee's personnel file. These evaluations provide the necessary justification for retention for the person as a permanent employee.
6. Under unusual circumstances, the initial probationary period may be extended. This is only after an evaluation of the situation, the employee's abilities, and demonstrated potential. Probation extension is done only upon recommendation of the Department Director. The Department Director must notify the employee in writing on or before the end of the established probationary period that it will be extended, and the department must inform the employee of the length of the extension.
 - ✓ An employee whose probationary period has been extended does not attain permanent status until the employee successfully completes the additional probationary period.
 - ✓ Provisions of the City Discipline Handling Policy, the Grievance Policy and the Reduction in Work Force Policy do not apply to a probationary employee.
7. The Department is permitted, but not required, to credit time in an approved leave of absence without pay toward completion of a probationary period. This includes leaves of absence between seasons for a seasonal employee. Employees returning from an approved leave of absence without pay are not required to begin a new probationary period.
8. If the employee successfully completes the probationary period, the Department Director will notify the Human Resources/Payroll Office. The Human Resources/Payroll Office will complete a "Payroll Change" sheet to be signed by the Department Director and Mayor. A "Longevity Letter" will then be sent to the employee by the Human Resources/Payroll office informing the employee that he or she has successfully completed his or her probationary period and is now a permanent employee.

B. Confirmation of Firefighters and Police Officers:

The City Council will confirm all permanent appointments of Police Officers and Firefighters on probation.

1. The Police Chief will review with the Human Resources Committee the performance history of each probationary Police Officer at least thirty (30) days prior to the end of the employee's probationary period. Based on this review, the Committee shall then make a recommendation to City Council regarding the confirmation or non-confirmation on each probationary employee. Confirmation is subject to the vote of the entire City Council.
2. The Fire Chief will make a written recommendation to the Mayor for appointment of a Probationary Firefighter. The Mayor may nominate and, with the consent of the City Council, appoint the Firefighter.

C. Trial Period:

1. After an employee has attained permanent status, a trial period may be established upon promotion, reassignment or reclassification, which shall be used to determine if the employee will be retained in the new position or returned to the former or equivalent position. The trial period shall not exceed six (6) months.
2. Whenever a trial period is a condition of an employee's promotion, reassignment, or reclassification, the Mayor or Department Director will inform the employee at the time the employment offer is made.
3. The immediate supervisor shall conduct a performance appraisal prior to the end of the trial period, using the "Employee Performance Appraisal" form.
4. During the trial period, the Department may return an employee to the former or approximately equivalent position.
5. Any employee who will not be retained in the new position will be so notified in writing by the Mayor or Department Director, with the concurrence of the Human Resources Committee prior to the end of the trial period.
6. The policy on trial periods does not obligate the City to return an employee to a former position or equivalent in lieu of other personnel actions that could be taken in accordance with the City Reduction-in-Force or Discipline Handling Policies.
7. A department may require an employee who has not attained permanent status and who is promoted or reassigned within the department to successfully complete the remaining time of his or her probationary period in the new position.

CLOSING

Vacation and sick leave are accrued during the initial employment period. Sick leave may be used after ninety (90) days of continuous employment and vacation leave may be used after six months of continuous employment.

Employees terminating from the City prior to three (3) months or six (6) months will not receive sick or vacation payout, respectively.



CITY OF MILES CITY PERSONNEL POLICY

Effective
Date:

Last Revised:

Payroll Processing Guidelines

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

PURPOSE

The City of Miles City believes that employees should be paid uniformly and in a timely manner.

POLICY

The City of Miles City distributes paychecks semi-monthly; on the 15th of every month, unless the 15th falls on a weekend; then the employee is paid on the Friday before the 15th; and the last working day of the month. There are 24 pay periods in each year. A Payroll Calendar that specifies payroll cut-off dates and payday will be provided to every new employee and to every employee prior to the start of the new year.

It is the goal of the Human Resource/Payroll Office that each employee receives correct paychecks.

PROCEDURE

A. Payroll Processing

Employees are responsible for completing their timecards and giving them to their Department Director at the end of the pay period. Employees should make sure that their timesheets are correct before they sign them.

Department Directors are responsible for certifying that time reports are correct by signing every timesheet and submitting them to the Human Resources/Payroll Office.

Timesheets are due in the Human Resources/Payroll Office within two (2) days after the Payroll Calendar indicates the payroll cutoff date.

Paychecks are distributed by the Human Resources/Payroll Office.

Employees are strongly encouraged to have their paychecks electronically transmitted to the bank of their choice through the Direct Deposit Program (available to all employees). Employees enrolled in Direct Deposit may choose one of the following:

- a hard copy of their payroll stub and an itemized list of payroll deductions;
- email their payroll stub and itemized list of payroll deductions to any desired email account the employee requests (preferred method).

❖ “Direct Deposit” and “Email Direct Deposit” forms may be obtained from the Human Resources/Payroll Office.

If an incorrect paycheck is issued (either overpayment or underpayment), the Department Director should notify the Human Resources/Payroll Office as soon as possible. All adjustments due to errors will be promptly corrected.

CLOSING

FINAL PAYMENT OF WAGES AT SEPERATION

39-3-205. Payment of wages when employee separated from employment prior to payday – exceptions (1) Except as provided in subsection (2) or (3), when an employee separates from the employ of any employer, all the unpaid wages of the employee are due and payable on the next regular payday for the pay period during which the employee was separated from employment or 15 days from the date of separation from employment, whichever occurs first, either through the regular pay channels or by mail if requested by the employee.

(2) Except as provided in subsection (3), when an employee is separated for cause or laid off from employment by the employer, all the unpaid wages of the employee are due and payable immediately upon separation unless the employer has written personnel policy governing the employment that extends the time for payment of final wages to the employee’s next regular payday for the pay period or to within 15 days from the separation, whichever occurs first.

(3) When an employee is discharged by reason of an allegation of theft of property or funds connected to the employee’s work, the employer may withhold from the employee’s final paycheck an amount sufficient to cover the theft if:

- (a) the employee agrees in writing to the withholding; or
- (b) the employer files a report of the theft with the local law enforcement agency within 7 business days of the separation from employment, subject to the following conditions:
 - (i) If no charges are filed in a court of competent jurisdiction against the employee for the alleged theft within 30 days of the filing of the report with a local law enforcement agency, wages are due and payable upon the expiration of the 30-day period
 - (ii) If charges are filed against the employee for theft, the court may order the withheld wages to be offset by the value of the theft. If the employee is found not guilty or if the employer withholds an amount in excess of the value of the theft, the court may order the employer to pay the employee the withheld amount plus interest.



CITY OF MILES CITY PERSONNEL POLICY

Effective
Date:

Last Revised:

Deductions from Salary

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

PURPOSE

The City of Miles City is committed to following Federal and State laws. The City of Miles City believes that offering employees options regarding additional payroll deductions meets the needs and desires of a diverse workforce.

POLICY

Examples of “required” and “optional” deductions are below (this list is not all inclusive):

Required Deductions: Federal and State Withholding Taxes: Federal and State withholding taxes are deducted according to an employee’s filing status, the number of claimed dependents and salary earned.

Social Security and Medicare: Social Security and Medicare taxes are deducted from employee earnings according to U.S. Government regulations. (Uniformed Police Officers and Firefighters do not contribute to Social Security)

Insurance Plans: Insurance contributions are made through payroll deduction.

Retirement Contributions: Retirement contributions to the employee’s respective retirement system will be deducted each pay period as per State Law.

Deferred Contribution Plans: Deferred Contribution Plans through Nationwide and Ameriprise Financial are offered through payroll deduction, if desired.

Optional Deductions: AFLAC, Colonial Life and Legal Shield (formally Pre-Paid Legal): deductions which allow employees to participate in select coverage(s) are offered through payroll deduction, if desired.

Union Deductions: Each member belonging to a Union may pay “union dues” in

accordance with their Union Contract and may be made through payroll deductions.

Organizations/Memberships: Fireman's Association, Fireman's Fund and Montana Police Protection Association are memberships for uniformed Police Officers and Firefighters and may be made through payroll deductions.

Wage Garnishments/Child Support Payments: Mandatory deductions will be made in compliance with Federal and State Laws until paid in full or a Release of Execution is received.

❖ **39-2-302, MCA: Discharge or layoff of employee because of attachment or garnishment prohibited.** No employer shall discharge or lay off an employee because of attachment or garnishment served on the employer against the wages of the employee.


PROCEDURE

Federal and State Withholding Taxes: To declare the deductions desired, a W-4 Form must be completed and must be submitted to the Human Resources/Payroll Office.

The Human Resources/Payroll Office must receive written authorization from the employee if he/she desires to participate in optional payroll deductions. If an employee wishes to cancel any optional payroll deductions, he/she may obtain a "Cancellation of Payroll Deductions" form from the Human Resources/Payroll Office.

CLOSING

The Human Resources/Payroll Office will provide employees with written notification when there has been an adjustment to his/her paycheck.

	CITY OF MILES CITY PERSONNEL POLICY	Effective Date:	
		Last Revised:	
Basic Employee Classification and Eligibility for Benefits			

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

PURPOSE

To establish policy for guidelines and set definitions for basic employment classifications and to establish criteria for benefit eligibility for the employees of the City of Miles City.

POLICY

A. The basic employment classifications of City employment are:

1. **Probationary Employee:** A newly hired employee during the initial period of employment. All newly hired City employees are on a probationary status which, unless provided otherwise in union agreements or other documents, extends for six (6) months, or in certain cases, one (1) year from their date of hire. Probationary periods may be extended under special circumstances.
2. **Permanent Full-Time Employee (regular):** An employee who has successfully completed the initial probationary period, is assigned to a position which is expected to continue for an indefinite duration, and works a shift schedule which totals no less than 2080 hours per year.
3. **Permanent Part-Time Employee (regular):** An employee who has successfully completed the initial probationary period, is assigned to a position which is expected to continue for an indefinite duration, and works a shift schedule of 20 hours or more, but less than 40 hours per week.
4. **Temporary Full-Time Employee:** An employee whose work assignment is limited in duration to twelve months or less and works a shift schedule which on an annual basis would total no less than 2080 hours.
5. **Temporary Part-Time Employee:** An employee whose work assignment is limited in duration to six months or less and works a shift schedule which, on an annual basis would total less than 2080 hours.

6. **Seasonal Employee:** An otherwise permanent employee designated by the City as seasonal, who performs duties interrupted by the seasons, and who may be recalled without the loss of rights or benefits accrued during the preceding season.
7. **Short-term Employee:** An employee whose work assignment is limited in duration to ninety (90) days or less, without regard to the number of hours worked, who is not eligible for permanent status, and who may not be hired into another position by the City without competitive selection process.
8. **Transitional Employee:** A City employee who has been temporarily reassigned to duties other than his normal duties under the City's Reasonable Accommodation and Early Return to Work policies.
9. **Part-Paid Employee:** An otherwise permanent employee designated by the City as Part-Paid, who performs duties on an on-call basis for an indefinite duration.

PROCEDURE


A. Eligibility for employee benefits shall be as follows:

1. Regular full-time employees shall receive all employee benefits provided by the City; provided, however, represented employees shall receive only those benefits provided for by the collective bargaining agreement.
2. Probationary employees, who, upon successful completion of their initial probationary periods, will be regular full-time employees, shall be entitled to the same benefits as regular full-time employees, subject to the applicable eligibility provisions and time periods.
3. Regular part-time and seasonal employees may be entitled to pro rata vacation, holiday, sick leave and retirement benefits provided; however, represented employees shall receive only those benefits provided by the labor agreement. Probationary part-time employees who, upon successful completion of their initial probationary periods, will be regular part-time employees, subject to applicable eligibility provision and time periods.
4. Service time with other City, County or State Agencies does not add to an employee's continuous service with the City of Miles City. However, according to State law, Section 2-18-612, MCA, vacation credits must be calculated based on the total years of employment with any City, County, or State Agency in the State of Montana. Such time will be credited to an employee's records upon receipt of a certified statement from the employing agency, stating time of service and dates.
 - ❖ A "Certification of Prior Employment Hours for Annual Vacation Leave Rate Earned" form may be obtained from the Human Resources/Payroll Office.
5. An approved leave of absence without pay will not interrupt the accumulation of continuous service, provided the employee meets the conditions required by the City for such leaves.

6. Employees taking unpaid leave without pay, temporary disability leave, or Family and Medical Leave, shall not accrue sick leave or vacation time while on such leave.

CLOSING

The Human Resources/Payroll Office will carefully review retirement plan eligibility for all employees who work less than 40 hours per week.

 <p style="text-align: center;">CITY OF MILES CITY PERSONNEL POLICY</p>	Effective Date:	
	Last Revised:	
Position Descriptions		

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

PURPOSE

To establish policy for providing for Position Descriptions for all City of Miles City positions.

POLICY

It is the policy of the City of Miles City that all Position Descriptions shall be maintained by the Human Resources/Payroll Office for all positions.

The Position Descriptions shall include:

- Position
- Department
- Accountable to
- Summary of Work
- Job Characteristics
- Areas of Job Accountability and Performance
- Job Requirements
- Education and Experience
- Minimum Qualifications
- Job Performance Standards
- Approval Signatures
- Effective Date

PROCEDURE

1. The position description does not constitute an employment agreement between the City and employee, and is subject to change as the needs of the City and the requirements of the job

change.

2. Each job description will be reviewed and evaluated during each employee's annual performance appraisal.
3. Employees may review and/or secure copies of their position description at their request. There will be no charge to obtain a copy. Requests may be made through the Human Resources/Payroll Office.
4. Employees should notify their supervisor in writing of substantial changes in their duties or to request a change in classification.
5. When a new position is requested by a Department Director or the duties of a current position are substantially changed, the Department Director shall submit a written recommendation to the Human Resources Committee. Each request must include a position description and a detailed explanation regarding the need for significant changes in the current position or the need for a new position.

CLOSING

The final authority on all position description concerns rests with the Human Resources Committee.



CITY OF MILES CITY PERSONNEL POLICY

Effective
Date:

Last Revised:

Performance Appraisal - Non Probationary Employees

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

PURPOSE

The City of Miles City believes that performance appraisals are an important tool in assisting Directors and employees in evaluating job performance and strengths, as well as identifying areas for improvement.

POLICY

It is the policy of the City of Miles City to utilize a performance appraisal program to maximize an employee's overall job performance and professional development. Performance appraisals will be conducted annually by Department Directors for all permanent full time/part time employees.

Performance appraisals provide both Department Directors and employees the opportunity to discuss job tasks, identify developmental needs, encourage and recognize strengths and discuss positive and purposeful approaches to meeting goals. In summary, the objective of the performance appraisal is to:

- Determine if training is needed
- Identify areas where improvement may be needed
- Revise or update individual goals
- Evaluate job performance in terms of meeting goals and job responsibilities.

PROCEDURE

- A. The Department Director or supervisor shall strive to make an evaluation upon the following occasions:
1. Each anniversary date of employment, or at least annually.
 2. After 90 days when the employee is transferred or promoted to a new position.

The Human Resources/Payroll Office will notify Department Directors of any pending anniversary dates.

All Department Directors will use the "Employee Performance Appraisal" form. Independent forms will be used by the Police, Fire and Dispatch Departments, as they have special criteria in rating job performance. The Mayor will perform evaluations on all Department Directors, also using an independent appraisal form.

Each employee shall be evaluated on job performance as related to their job description, as well as the attainment of a set of objectives or goals. Factors to be considered in the performance evaluation include knowledge of the job, quantity and quality of work, promptness in completing assignments, cooperation, dependability, attention to safety, respect for property, punctuality, work habits, initiative and other factors. At the time of evaluation, each job description is to be reviewed to ensure that an accurate description accompanies each position.

In preparing for and conducting an employee's performance appraisal, Department Directors/supervisors should be guided by the following principles:

1. Allot adequate time for the meeting and arrange for as much privacy as possible.
2. Tell the employee in advance about the appraisal interview. This will give the employee a chance to prepare for the discussion.
3. Give the employee ample time to talk about any problems that may be impeding progress or job satisfaction. Listen attentively.
4. Encourage the mutual establishment of specific goals for improvement in the coming period.

Each written evaluation shall be signed by the Department Director and reviewed and signed by the Mayor. The evaluation will then be submitted to the Human Resources/Payroll Office to be placed in the employees personnel file.

The employee will be provided with a copy of the completed evaluation and reviewer's comments, if any.

If the written evaluation contains an unfavorable comment or rating which the employee believes is unfair and/or unjustified, the employee may submit a written response to the evaluation. The response shall be submitted to the employee's Department Director within five (5) working days and will be retained with the performance appraisal in the employee's personnel file.

CLOSING

No employee may file a grievance based on the content of a performance appraisal. Procedural errors which are subject to the filing of a grievance are failure of an evaluator to:

1. Inform an employee of the performance management plan at the start of an evaluation period or changes to the plan made during the evaluation period.
2. Provide an employee with a copy of the completed evaluation and reviewer's comments.
3. Advise an employee of the right to submit a written response.



CITY OF MILES CITY Employee Performance Appraisal

To be Completed by Department Director

Name: _____ Date: _____ Dept: _____

Job Title: _____ Date of Hire: _____ Position Date: _____

Annual Review 90 Day Review Probationary: 3month 6 month Other _____

Date of Last Review: From: _____ To: _____ Review Period: From: _____ To: _____

Performance Rating Categories: Consider the employee's performance in each category and designate the level of performance that most accurately describes his/her job performance.

O – Outstanding: Employee consistently exceeds position expectations with virtually no detected preventable/controllable errors, requiring little or no supervision.

E- Exceeds Expectation: Results clearly exceed position requirements on a regular basis. Performance is of high quality and is achieved on a consistent basis

M – Meets Expectation: Competent & dependable performance level. Meets the performance standards and objectives of the job without constant follow-up / direction.

I – Improvement Needed: Employee does not meet performance objectives on a regular basis and has difficulty following through with tasks. Requires constant follow-up and/or supervision.

U – Unsatisfactory: Performance consistently fails to meet the job requirements. **N/A – Not applicable** or too soon to rate

1. **Quality** – The extent to which an employee's work is completed thoroughly and correctly following established process & procedures:

• **Rating:** _____ **Comments:** _____

2. **Productivity/Independence/Reliability** – The extent to which an employee produces a significant volume of work efficiently in a specified amount of time. Ability to work independently with little or no direction/follow-up to complete task / job assignment:

• **Rating:** _____ **Comments:** _____

3. **Job Knowledge** – The extent to which an employee possesses and demonstrates an understanding of work instructions, processes, equipment and materials required to perform the job. Employee possesses the practical and technical knowledge required of the job:

• **Rating:** _____ **Comments:** _____

4. **Interpersonal Relationships/Cooperation/Commitment** – The extent to which an employee is willing and demonstrates the ability to cooperate, work and communicate with coworkers, supervisors, and/or outside contacts. Employee accepts and responds to change in a positive manner. Accepts job assignments willingly, takes responsibility for own performance and job assignments:

• **Rating:** _____ **Comments:** _____

5. **Attendance** – The extent to which an employee is punctual, observes prescribed work breaks/lunch hours and has an acceptable overall attendance record:

• **Rating:** _____ **Comments:** _____

6. **Adherence to Policy** – The extent to which an employee follows City policies, procedures and work conduct rules. Complies with and follows all safety rules and regulations:

• **Rating:** _____ **Comments:** _____

Overall performance: Rate employees overall performance: _____

a. Accomplishments or new abilities demonstrated since last review: _____

b. Specific areas that need improvement: _____

c. Recommendations for professional development: _____

Employee Comments: _____

Follow-up Requested Yes No

Date Discussed/Reviewed with employee: _____

Next Scheduled Review: _____

Employee may submit a written response to the evaluation. The response shall be submitted to the employee's Department Director within five (5) working days and will be retained with the performance appraisal in the employee's personnel file.

Directors Signature: _____ Date: _____

Employees Signature: _____ Date: _____

Mayors Signature: _____ Date: _____



CITY OF MILES CITY PERSONNEL POLICY

Effective
Date:

Last Revised:

Employee Personnel Records

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

PURPOSE

The City of Miles City defines the “personnel file,” describes its contents and defines rights to access.

DEFINITION: The official record relating to an individual City of Miles City employee maintained centrally in the Human Resources/Payroll Office. The personnel file includes, but will not be limited to; letters of appointment, job descriptions, employment application and resume, hiring records, change in pay records, testing documents used to make employment decisions, records relating to promotions or demotions, reference checks, transcripts, signed acknowledgements, training records and certificates, letters of recognition, performance evaluations, formal disciplinary notices or documents, termination records, safety training records, as well as, other records that may be considered public information under State or Federal Law.

POLICY

1. The Human Resources/Payroll Officer will establish, maintain and control access to personnel files of current and former City employees. The information in the employee’s personnel file relates specifically to the employee’s work assignments, qualifications, commendations, promotions, compensation, supervisor performance evaluations and any formal disciplinary action. Personnel files will be maintained in a locked file cabinet located in the City vault, or other location within the City HR/Payroll Office. The Mayor and Human Resources/Payroll Officer will have sole access to the files. Keys will be maintained by Human Resources/Payroll Officer. Access to Personnel Files by any other person is prohibited, except under lawful circumstances on a need to know basis and under the direction of the City Attorney.
2. Certain records and documents are considered confidential, and will not be included in the personnel file. Such documents will be maintained in separate files in a secure and confidential manner by the Human Resources/Payroll Officer. Access will be prohibited,

except under lawful circumstances on a need to know basis and under the direction of the Mayor. Examples of such documents include, but are not limited to: medical records, benefits and insurance records, immigration forms, veteran records, child support or garnishments records, internal investigation records, litigation records, drug testing records, and any records that are considered confidential under State or Federal law.

PROCEDURE

A. Access:

1. Employees may examine their personnel files in the presence of the Mayor or Human Resources/Payroll Officer during normal working hours. Employees may request to obtain a copy of their personnel files at the expense of the City. All requests will be made in writing on a form provided by the Human Resources/Payroll Office. No one else will have access to an employee's personnel file, except those with express written permission of the employee or those City personnel with a "need to know" such as the employee's supervisors and City Attorney. Requests to examine personnel files, or request for copies of documents contained therein, by any other person or entity shall be referred to the City Attorney. The City Attorney will consider the request, review the file and determine what information, if any, shall be disclosed.

B. Records added or removed from file/retention:

1. City Department Directors, supervisors or other administrative staff members shall forward all employment records that should be included in the personnel file to the Human/Resource Payroll Office as soon as practical. The records will then be placed in the employee's personnel file.
2. Records within the personnel file will be retained while the employee is employed with the City, and will not be removed unless upon a court order or directed to do so by the City Attorney.
 - (i) At the request of the employee and on the recommendation of the employee's Director, with final approval from the Mayor, a negative document will be removed from the official Personnel Record after three (3) years, but not if the document may be used to document an on-going problem.
 - (ii) At the discretion of the Director, a negative document may designate a target date for removal, so long as no further incidents have occurred prior to the target date. Upon reaching the target date, and at the written request of the employee, the Director must review the document and then he or she may remove it from the personnel file. If the situation referred to in the document is still relevant, the Director may decide not to remove the negative document and may then assign another removal date in a separate writing, to be attached to the negative document in the personnel file.

3. After employment is terminated, personnel records will be kept and destroyed in accordance with the City's retention schedule.


C. Records not included in the Personnel File:

1. An employee's medical records, including worker's compensation records, will be maintained by the Human Resources/Payroll Office in a separate file, contained in a locked file cabinet located in the City vault, or other location within the City HR/Payroll Office. These records are considered confidential, and access will be limited to the employee, the Human Resources/Payroll Officer, the Mayor and the City Attorney. Information will only be released in accordance with law on a need to know basis.
2. Time sheets, vacation and sick leave records, continuing payroll records, retirement records, and other employment records not considered part of the personnel file will be maintained by the Human Resources/Payroll Office.
3. Investigative records related to internal investigations or criminal investigations will be maintained by the appropriate Department Director, Human Resources/Payroll Officer, the Mayor, or other designated City official. Informal records which may constitute discipline, but may be used as a basis for further formal disciplinary action, such as notices of counseling, will be maintained by the appropriate supervisor or Department Director. These records are considered confidential and will be released only upon authorization of the City Attorney.
4. Upon termination from employment these records will be maintained with the employees personnel file, but treated as separate files.

CLOSING

A written reprimand or greater disciplinary document may not be placed in the personnel file without the employee having been first notified of said complaint and given a copy. Only documents contained in the employee's personnel file or documents which the employee has verified by his or her signature that he or she has read and/or received, can be used against the employee. An employee may author a rebuttal to any derogative document, within ten (10) working days of said action, which will be filed together with such document.

In order to maintain up-to-date files, employees must notify the Human Resources/Payroll Officer of any changes in address, telephone number, name, educational accomplishments, recent skill developments, and emergency contacts. All information contained in this file is open for the employee's inspection and review by stopping in the Human Resources/Payroll Office during office hours.

	CITY OF MILES CITY PERSONNEL POLICY	Effective Date:	
		Last Revised:	
Reduction in Force			

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

PURPOSE

The City of Miles City defines “Reduction in Force” and describes the process to follow in the event that layoffs are necessary in the workforce.

POLICY

It is the policy of the City of Miles City that the Mayor and/or his/her designee have authority to determine if City workload, funding or other business decisions are such that terminations via Reduction-in-Force are required.

A. Definitions

1. **Reduction in Work Force (RIF):** means a City management action taken for non-disciplinary reasons in which an employee is laid off from employment.
 - a. The RIF may take place for reasons including, but not limited to:
 - Elimination of programs;
 - Reduction in full time employees (FTEs) by the City Council;
 - Lack of work;
 - Lack of funds;
 - Expiration of grants;
 - Reorganization of a City department;
 - Privatization of a service normally or traditionally provided by employees of the department.
2. **Effective Date of RIF:** means the date determined by the City to be the end of employment for an employee, allowing adequate time for appropriate notice of RIF.
3. **Termination Date:** means the date the employee is actually removed from the payroll.
4. **Notice of Anticipated RIF:** means a written notice informing an employee that the City anticipates the employee will be laid off. The notice shall provide a tentative effect date of RIF.
5. **Skill:** means an assessment of qualifications and experience

PROCEDURE

A. Consideration of Reduction in Force:

It is the policy of the City of Miles City to consider any or all of the following when Reduction in Force is necessary.

1. Qualifications and experience to perform the duties of a specific position which will be retained.
 2. General qualifications and experience beneficial to future achievement of City goals and objectives.
 3. The performance on specific, related tasks to those required by the position, which will be retained
 4. General performance history.
 5. Veteran preference to comply with the provisions of Section 39-29-111, MCA.
- Skill shall be applied first. If skill does not differentiate between employees, length of service with the City will then be considered.
 - Temporary, seasonal and short-term workers within the affected department(s) will be terminated before any permanent employees will be laid off.

B. Notification requirements of an anticipated RIF:

An employee should be counseled as much in advance of the anticipated RIF as possible regarding available options and reason for RIF. At the time of counseling, an employee shall be given a written notice of anticipated RIF, which will provide a tentative effective date of lay-off.

- A written notice must be provided to an employee at least fourteen (14) calendar days prior to a reduction in force.
- If a reduction in force is anticipated to last longer than fifteen (15) calendar days, the employee shall be terminated.

A RIF may not be used as an alternative to discharging an employee for cause or disciplinary purposes. Unsatisfactory employees should be terminated subsequent to complete and appropriate evaluation, review and documentation. If an unsatisfactory employee is laid off without appropriate evaluation, review and documentation, the employee must be treated the same as any other RIF'd employee.

C. Recall and Reinstatement Rights of the RIF'd Employee:

If a vacancy occurs within the City within one (1) year of the employee's effective date of lay-off, that employee shall be reinstated to the same or equivalent position.

Employees who have been laid off from the City shall be offered reinstatement on a "last-out/first-in" basis. Specific reinstatement offers must be made to the employee in writing, at

the last address provided by the employee to the City, with notice by certified mail and return receipt requested.

- Employees must keep the City informed of the address and telephone number where they can be contacted in the event of a recall. Employees are directed to contact the Human Resources/Payroll Office with any changes.
- If the City is unable to contact an employee within seven (7) working days of the recall, the employee will be eliminated from the recall list and the City will have no further obligation to recall that employee.

The employee shall accept or reject the reinstatement offer, in writing, within seven (7) working days following receipt of the offer.

- If the employee rejects a reinstatement offer, the employee loses all rights to the employment offered and loses all rights to participate in future internal recruitment.
- The City is not required to make subsequent reinstatement offers to the employee.
- The City will comply with Section 7-32-4106, MCA with regards to Police Department and Section 7-33-4126, MCA with regards to Fire Department.

Acceptance of permanent, seasonal or temporary employment with the City does not end the reinstatement right for one (1) year from the effective date of RIF.

An employee is eligible to be considered as an “Internal Applicant” for job vacancies in the City department from which the employee was laid off for one (1) year from the effective date of lay-off.

An employee who is terminated due to a RIF with a City department is entitled to notice of announcements for jobs for which the employee may qualify that arise within the terminating City department, or within the City government, for one (1) year from the effective date of lay-off. The Human Resources/Payroll Office will distribute the external/internal notices to the RIF'd employees.

CLOSING

An employee may file a grievance under the City's grievance policy based on the receipt of a written notice of layoff due to a reduction in force.



CITY OF MILES CITY PERSONNEL POLICY

Effective
Date:

Last Revised:

Employee Separation

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

PURPOSE

The City of Miles City believes that an advance notice regarding resignation and an exit interview is an important and courteous action.

POLICY

It is the policy of the City of Miles City to utilize an established procedure for employee termination with the City by service, disability retirement, resignation, discharge, probation period termination, or layoff. The procedures are designated to provide the least disruption and inconvenience to the employee and the City.

Definitions:

1. **Resignation:** Resignation is a termination action which is initiated by the employee.
2. **Retirement:** Retirement is a termination action which is initiated by an employee who meets the basic eligibility requirements of his or her appropriate retirement system.
3. **Discharge:** Discharge is a termination action which is a result of employee misconduct.
4. **Reduction-in-Force:** Reduction-in-Force is a termination action which is a result of insufficient funds or other business reasons and is not a disciplinary action.

PROCEDURE

- A. Employees who are voluntarily resigning from the City are requested to give a written notice with a minimum of two (2) weeks. Employees will be provided their final paycheck within 15 days or the next scheduled pay period, whichever is sooner.
- B. Depending on the circumstances surrounding the resignation, employees who resign from the City may be eligible for re-employment. Employees who have separated from employment from the City of Miles City, will be required to complete an application and proceed through the regular hiring procedure as other applicants. A former employee who is re-hired by the City will be considered a new employee and required to complete the applicable probationary period. Date of service, for seniority purposes, will be the date of

instatement of the subsequent hiring. Subsequent employment and participation in the retirement system will be made in accordance with the rules and regulations of the retirement plan, as well as all applicable Federal and State laws.

- C. Employees terminated by the City will have a letter issued stating the reason and the effective date of the termination. Employees who are on their initial probation may be discharged, with or without cause as the City deems appropriate, within the six (6) or twelve (12) month probationary period, as appropriate.
- D. The City will follow the procedure outlined in the Employee Discipline section to terminate a non-probationary employee. An employee terminated for cause does not retain his or her job or benefits pending any grievance appeal, but if he or she wins the grievance, such salary and benefits may be restored retro-actively.
- E. An employee who has passed the 90-day qualifying period and who separates employment from the City of Miles City shall be entitled upon termination to cash compensation pay-out for any unused sick leave credits equal to one-fourth the accumulated sick leave. The payout will be based upon the employee's salary at the time of termination.
- F. An employee who has passed the 180-day qualifying period and who separates employment from the City of Miles City shall be entitled upon termination to cash compensation pay-out for all unused vacation credits. The payout will be based upon the employee's salary at the time of termination.

Exit Interview:

Prior to leaving, Human Resources will conduct an exit interview using the "Retirement – Exit Checklist" or Employee-Exit Checklist" form.

The exiting employee may choose to fill out the "Employee - Exit Interview & Questionnaire" form.

CLOSING

The Human Resources/Payroll Office will work in conjunction with the insurance company and/or its designee to ensure relevant benefit information is forwarded to the employee at his or her last known address.

Employees must return all City property (keys, uniforms, etc.) to their immediate supervisors prior to being issued their final check from Human Resources/Payroll Office.

The Human Resources/Payroll Office will provide a copy of the City Grievance procedures to all employees who leave employment with the City.



CITY OF MILES CITY

RETIREMENT – EXIT Checklist

To be Completed by HR/Payroll Office

Name: _____ **Date of Retirement:** _____

The following is information that employees leaving the City of Miles City need to be informed about:

- **FINAL PAYCHECK** with accrual payout – Issue Date: _____
 - Sick Leave Hours:** _____ * cash compensation pay-out for the unused leave equal to one-fourth the accumulated sick leave
 - Vacation Hours:** _____
 - Comp Hours:** _____

- **INSURANCE-** Health, Dental, Vision, Life Insurance (*eligible if under 65 & not on SS Disability*):
 - NO to Retiree Insurance Coverage**
 - ✓ Coverage Ends: _____
 - YES to Retiree Health:** \$ _____ /mo
 - YES to Dental** \$ _____ /mo
 - YES to Vision** \$ _____ /mo
 - YES to Life** \$ _____ /mo
 - YES to Additional Life** \$ _____ /mo
 - **TOTAL** \$ _____ /mo
 - Payment due on: _____
 - MPERA Health Insurance Authorization form provided

- **RETIREMENT**
 - Not Applicable
 - PERS** (form provided): _____
 - FURS** (form provided): _____
 - MORPS** (form provided): _____

- **MISC**
 - Deferred Compensation Information
 - Optional Deductions: _____
 - Exit Interview: Any feedback regarding your employment with the City is appreciated
 - GRIEVANCE:** *Procedure for your group*

❖ I ACKNOWLEDGE RECEIPT OF THIS INFORMATION

Signature: _____ Date: _____



CITY OF MILES CITY

EMPLOYEE – EXIT Checklist

To be Completed by HR/Payroll Office

Name: _____ **Date of Resignation/Termination:** _____

The following is information that employees leaving the City of Miles City need to be informed about:

- **FINAL PAYCHECK** with accrual payout – Issue Date: _____
 - Sick Leave Hours:** _____ * cash compensation pay-out for the unused leave equal to one-fourth the accumulated sick leave
 - Must be employed with the City 3 months to be eligible
 - Vacation Hours:** _____
 - Must be employed with the City 6 months to be eligible
 - Comp Hours:** _____

- **INSURANCE-** Health, Dental, Vision, Life Insurance: MMIA will send you COBRA information
 - ❖ Date Coverage Ends: _____
 - ❖ Current Address: _____

- **RETIREMENT: Public Employees Retirement Administration Refund Application:**
 - Not Applicable
 - PERS – MPORS – FURS:** As a resigned/terminated employee, you have some decisions to make regarding your account. Please follow the detailed instructions on the application.

- **DEFERRED COMPENSATION**
 - Deferred Compensation Information/
 - Optional Deductions: _____
 - On a monthly basis the City updates elected deferred compensation/optional deduction vendors of changes in enrollment

- **EXIT INTERVIEW**
 - Any feedback regarding your employment with the City is appreciated
 - ❖ Date Completed: _____ Date Declined: _____

- **GRIEVANCE PROCEDURE**
 - You are receiving this notice of your rights under the Grievance Procedure
 - ❖ I ACKNOWLEDGE RECEIPT OF THIS INFORMATION

❖ Signature: _____ Date: _____



CITY OF MILES CITY

EMPLOYEE - EXIT Interview & Questionnaire

To be Completed by Resigning Employee: Optional

Name: _____ Job Title: _____

Department: _____ Date of Resignation/Termination: _____

Reason for Termination:

Another position Personal Reasons Relocation Retirement

Other: _____

Employee Comments: _____

Interviewer Comments: _____

Questionnaire:

1. What are your primary reasons for leaving? _____

2. What did you find most satisfying about your job? _____

3. What did you find most frustrating about your job? _____

4. As an employee were you given all of the information you needed to perform your job? _____

5. How did you feel about the quality of training you received in your job? _____

6. How did you feel about the Department Director/Supervisor in your department? _____

7. What was the most common complaint of fellow employees? _____

8. How did you feel about your rate of pay in relation to the type of work you did? _____

9. Would you refer your friends to the City of Miles City? _____

10. Is there anything the City of Miles City could have done to prevent you from leaving? _____

Employees Signature: _____ Date: _____


Interviewer Signature: _____ Date: _____

SECTION 4

Employee Benefits



City of Miles City

	CITY OF MILES CITY PERSONNEL POLICY		Effective Date:	
			Last Revised:	
Health Insurance				
Resolution #				

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

PURPOSE

The City of Miles City believes that providing health insurance is an important benefit for employees.

POLICY

The City of Miles City maintains a self-funded insurance plan through Montana Municipal Interlocal Authority (MMIA) for full-time employees, retirees, and eligible dependents. Allegiance Benefit Plan Management (Allegiance) is responsible for medical claims administration. The City of Miles City presently, at the date of the adoption of this policy, pays 100% of the premium for the “Madison Plan” for the employee only. The City of Miles City reserves the right to enroll in a different plan of substantial similarity at any time. The Human Resources/Payroll Officer oversees administration of the plan.

PROCEDURE

Insurance coverage begins the 1st day of employment for new hires. Employees may be required to make premium contributions, depending on the dependent coverage the employee chooses. Any deductions will be made directly through payroll, and payments will be split equally between the semi-monthly payroll cycles.

Retirees pay their own premiums, either by making payment directly to the Human Resources/Payroll Office by the 1st of the month, or by authorizing deduction of health insurance premiums from their retirement benefits (preferred method). Authorization forms and deduction changes for retirees must be initiated through the Human Resources/Payroll Office.

If an employee waives coverage for dependent(s) during the initial enrollment, the employee’s next

opportunity to elect coverage for dependent(s) will be during the open enrollment period of May 15th through June 15th, unless there is a change in family status during the year (birth, death, marriage, divorce, adoption) or loss of coverage.

All employees will receive a “Health Information” packet from the Human Resources/Payroll Office detailing health insurance coverage and expense.

When Coverage Ends:

If an employee terminates before the 15th of the month, coverage is extended to the last day of that month. Employees who terminate after the 15th of the month will have coverage through the last day of the following month.

MMIA will send COBRA benefit information to employees who have resigned or have been terminated from the City.

CLOSING

The Human Resource/Payroll Officer will carefully review plan eligibility for all employees who work less than 40 hours per week.

Employees should contact the Human Resources/Payroll Office for more detailed information regarding insurance coverage during a leave of absence.

Employees who come in with questions about claims will be directed to the customer service department of Allegiance. The City of Miles City cannot handle private health information for its employees. Privacy laws under the Health Insurance Portability and Accountability Act (HIPAA) does enforce violations of private health information breeches and will fully investigate complaints.



CITY OF MILES CITY
PERSONNEL POLICY

Effective
Date:

Last Revised:

Dental Insurance

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

PURPOSE

The City of Miles City believes that providing dental insurance is an important benefit for employees.

POLICY

The City of Miles City maintains a self-funded insurance plan through Montana Municipal Interlocal Authority (MMIA). Delta Dental is responsible for dental claims administration for full-time employees, retirees, and eligible dependents. The City of Miles City presently, at the date of the adoption of this policy, pays 100% of the premium for the “Dental Plan I” for the employee only. The City of Miles City reserves the right to enroll in a different plan of substantial similarity at any time. The Human Resources/Payroll Officer oversees administration of the plan.

PROCEDURE

Dental insurance coverage begins the 1st day of employment for new hires. Employees may be required to make premium contributions, depending on the dependent coverage the employee chooses. Any deductions will be made directly through payroll, and payments will be split equally between the semi-monthly payroll cycles.

Retirees and employee dependent(s) are not required to be on the medical insurance plan to be eligible to participate in this coverage, if minimum participation requirements are met.

Retirees pay their own premiums, either by making payment directly to the Human Resources/Payroll Office by the 1st of the month, or by authorizing deduction of dental insurance premiums from their retirement benefits (preferred method). Authorization forms and deduction changes for retirees must be initiated through the Human Resources/Payroll Office.

If an employee waives coverage for dependent(s) during the initial enrollment, the employee's next opportunity to elect coverage for dependent(s) will be during the open enrollment period of May 15th through June 15th, unless there is a change in family status during the year (birth, death, marriage, divorce, adoption) or loss of coverage.

All employees will receive a "Health Information" packet from the Human Resources/Payroll Office detailing dental insurance coverage and expense.

When Coverage Ends:

If an employee terminates before the 15th of the month, coverage is extended to the last day of that month. Employees who terminate after the 15th of the month will have coverage through the last day of the following month.

MMIA will send COBRA benefit information to employees who have resigned or have been terminated from the City.

CLOSING

The Human Resource/Payroll Officer will carefully review plan eligibility for all employees who work less than 40 hours per week.

Employees should contact the Human Resources/Payroll Office for more detailed information regarding dental insurance coverage during a leave of absence.

Employees who come in with questions about claims will be directed to the customer service department of Delta Dental. The City of Miles City cannot handle private health information for its employees. Privacy laws under the Health Insurance Portability and Accountability Act (HIPAA) does enforce violations of private health information breeches and will fully investigate complaints



CITY OF MILES CITY
PERSONNEL POLICY

Effective
Date:

Last Revised:

Vision Insurance

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

PURPOSE

The City of Miles City believes that providing vision insurance is an important benefit for employees.

POLICY

The City of Miles City maintains a self-funded insurance plan through Montana Municipal Interlocal Authority (MMIA). VSP Vision Care is responsible for vision claims administration for full-time employees, retirees, and eligible dependents. The City of Miles City presently, at the date of the adoption of this policy, pays 100% of the premium for the “Vision Plan C” for the employee only. The City of Miles City reserves the right to enroll in a different plan of substantial similarity at any time. The Human Resources/Payroll Officer oversees the administration of the plan.

PROCEDURE

Vision insurance coverage begins the 1st day of employment for new hires. Employees may be required to make premium contributions, depending on the dependent coverage the employee chooses. Any deductions will be made directly through payroll, and payments will be split equally between the semi-monthly payroll cycles.

Retirees and employee dependent(s) are not required to be on the medical insurance plan to be eligible to participate in vision coverage, if minimum participation requirements are met.

Retirees pay their own premiums, either by making payment directly to the Human Resources/Payroll Office by the 1st of the month, or by authorizing deduction of vision insurance premiums from their retirement benefits (preferred method). Authorization forms and deduction changes for retirees must be initiated through the Human Resources/Payroll Office.

If an employee waives coverage for dependent(s) during the initial enrollment, the employee's next opportunity to elect coverage for dependent(s) will be during the open enrollment period of May 15th through June 15th, unless there is a change in family status during the year (birth, death, marriage, divorce, adoption) or loss of coverage.

All employees will receive a "Health Information" packet from the Human Resources/Payroll Office detailing vision insurance coverage and expense.

When Coverage Ends:

If an employee terminates before the 15th of the month, coverage is extended to the last day of that month. Employees who terminate after the 15th of the month will have coverage through the last day of the following month.

MMIA will send COBRA benefit information to employees who have resigned or have been terminated from the City.

CLOSING

The Human Resource/Payroll Officer will carefully review plan eligibility for all employees who work less than 40 hours per week.

Employees should contact Human Resources/Payroll Office for more detailed information regarding vision insurance coverage during a leave of absence.

Employees who come in with questions concerning claims will be directed to the customer service of department of VSP. The City of Miles City cannot handle private health information for its employees. Privacy laws under the Health Insurance Portability and Accountability Act (HIPAA) does enforce violations of private health information breeches and will fully investigate complaints



CITY OF MILES CITY
PERSONNEL POLICY

Effective
Date:

Last Revised:

Life Insurance

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

PURPOSE

The City of Miles City believes that providing life insurance is an important benefit for employees.

POLICY

The City of Miles City maintains a self-funded insurance plan through Montana Municipal Interlocal Authority (MMIA). UNUM Life Insurance Company is responsible for life insurance claims administration for full-time employees, retirees, and eligible dependents. The City of Miles City presently, at the date of the adoption of this policy, pays 100% of the premium for “Basic Life and Accidental Death and Dismemberment (AD&D) Plan” for the employee, and 100% for the “Dependent Life Plan”. The City of Miles City reserves the right to enroll in a different plan of substantial similarity at any time. The Human Resources/Payroll Officer oversees the administration of the plan.

PROCEDURE

Life insurance coverage begins the 1st day of employment for new hires.

The employee may obtain Additional Voluntary Term Life and AD&D benefits for themselves and/or dependent child(ren) with premiums paid 100% by the employee. Any deductions will be made directly through payroll and payments will be split equally between the semi-monthly payroll cycles.

Retirees and employee dependent(s) are not required to be on the medical insurance plan to be eligible to participate in life insurance coverage, if minimum participation requirements are met.

Retirees pay their own premiums, either by making payment directly to the Human Resources/Payroll Office by the 1st of the month, or by authorizing deduction of life insurance

premiums from their retirement benefit (preferred method). Authorization forms and deduction changes for retirees must be initiated through the Human Resources/Payroll Office.

All employees will be required to submit beneficiary information when completing a life insurance enrollment form. It is the employee's responsibility to report any changes in beneficiary information to the Human Resources/Payroll Office.

If an employee waives coverage for dependent(s) during the initial enrollment, the employee's next opportunity to elect coverage for dependent(s) will be during the open enrollment period of May 15th through June 15th, unless there is a change in family status during the year (birth, death, marriage, divorce, adoption) or loss of coverage.

All employees will receive a "Health Information" packet from the Human Resources/Payroll Office detailing life insurance coverage and expense.

When Coverage Ends:

If an employee terminates before the 15th of the month, coverage is extended to the last day of that month. Employees who terminate after the 15th of the month will have coverage through the last day of the following month.


MMIA will send COBRA benefit information to employees who have resigned or have been terminated from the City.

CLOSING

The Human Resource/Payroll Officer will carefully review plan eligibility for all employees who work less than 40 hours per week.

Employees should contact Human Resources/Payroll Office for more detailed information regarding life insurance coverage during a leave of absence.

Employees who come in with questions concerning claims will be directed to the customer service of department of UNUM. The City of Miles City cannot handle private health information for their employees. Privacy laws under the Health Insurance Portability and Accountability Act (HIPAA) does enforce violations of private health information breeches and will fully investigate complaints.

 <p style="text-align: center;">CITY OF MILES CITY</p> <p style="text-align: center;">PERSONNEL POLICY</p>	Effective Date:	
	Last Revised:	
Employee Assistance Program		

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

PURPOSE

The City of Miles City believes in assisting employees in identifying personal problems, which affect work performance and/or their private life and wellness.

POLICY

The City of Miles City maintains a self-funded insurance plan through Montana Municipal Interlocal Authority (MMIA). MMIA has contracted with Reliant Behavioral Health (RBH) to offer this completely confidential Employee Assistance Program (EAP). The EAP can help an employee to privately resolve problems that may interfere with work, family, and life in general. EAP is provided for free to employees and dependents, living at or away from home, as well as household members, related or not. EAP services are always confidential

PROCEDURE

24-Hour Crisis Help – toll-free access for employees or family members experiencing a crisis: #866-750-1327

In-Person Counseling – up to 6 face-to-face counseling sessions for each new issue. For access to qualified local counselors who can help an employee with a variety of problems such as family, parenting, relationship, stress, anxiety and other challenges: #866-750-1327

Online Consultations – convenient access to online consultations with licensed counselors through RBH eAccess at: [www. MyRBH.com](http://www.MyRBH.com)

CLOSING

All employees will receive a “Health Information” packet from the Human Resources/Payroll Office, with detailed information concerning EAP services.



CITY OF MILES CITY
PERSONNEL POLICY

Effective
Date:

Last Revised:

Retirement

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

PURPOSE

To provide an outline of retirement programs and benefits available to the employees of the City of Miles City.

POLICY

It is the policy of the City of Miles City that participation in the retirement system will be made in accordance with the rules and regulations of retirement plans, as well as all applicable Federal and State laws.

- A. **Public Employees' Retirement System (PERS)** is administered by Montana Public Employee Retirement Administration (MPERA):
 - Membership is Mandatory for all regular full-time employees in a PERS-covered position.
 - Membership is Mandatory if an employee is currently an active or inactive member of PERS and have current contributions on file.
 - Membership is Optional for an employee working 960 hours or less in a PERS-covered position.
 - Membership is Optional if elected to a local government position.
 - If an employee is a retired member of PERS, the working retiree restrictions apply: Section 19-3-1106, MCA.
- ❖ The City and the employees contribute a percentage of Income to the fund as determined by the plan administrator.
- B. **Municipal Police Officers' Retirement System (MPORS)** is administered by Montana Public Employee Retirement Administration (MPERA):
 - Membership is Mandatory for all Police Officers or eligible employees

- ❖ The City and the employee contribute a percentage of the employee's Base Salary as determined by the plan administrator.
- C. **Firefighters' Unified Retirement System (FURS)** is administered by Montana Public Employee Retirement System (MPERA):
- Membership is Mandatory for all Firefighters or eligible employees
 - Membership is Optional for Part-Paid Firefighters
- ❖ The City and the employee contribute a percentage of the employee's Base Salary as determined by the plan administrator.
- D. **Social Security (FICA)**
- Contributions are Mandatory by all employees, regardless of employment status, with the exception of:
 - ✓ Police Officers and Firefighters hired prior to March 31, 1986
 - ✓ Police Officers and Firefighters hired after March 31, 1986
 - ❖ The City and the employee contribute a percentage of the employee's Gross Wages.
- E. **Medicare**
- Contributions are Mandatory by all employees, regardless of whether or not they are subject to Social Security taxes.
 - ❖ The City and the employee contribute a percentage of the employees Gross Wages.
- F. **Creditable Time:** As provided by Montana State law, the time an employee has worked for City, County or State Government in the State of Montana, including the Montana National Guard, may be counted towards retirement. Employees may "buy back" military time for inclusion towards retirement.

PROCEDURE

The Human Resources/Payroll Office has on file a copy of each handbook for the Public Employees' Retirement System (PERS), the Montana Firefighters Unified Retirement System (FURS), and the Municipal Police Officers Retirement System (MORPS). New employees will be provided a handbook for their respective retirement. New Employees will be required to complete all necessary retirement paperwork during their "Employee Orientation" process.

CLOSING

Retirement Process: Employees who wish to retire should inform the Human Resources/Payroll Office as soon as possible to receive exit counseling.

All terminating employees will receive information regarding their respective retirement during the "Exit Checklist" process.

Please contact the Human Resources/Payroll Office for information concerning:

- ✓ Purchase Service
- ✓ Withdraw of Funds
- ✓ Update Beneficiary Information
- ✓ Update any other information



CITY OF MILES CITY

PERSONNEL POLICY

Effective
Date:

Last Revised:

Workers Compensation

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

PURPOSE

The City of Miles City provides Workers' Compensation Insurance to all City employees to provide a remedy for injuries that occur in the course and scope of employment.

POLICY

The City of Miles City maintains a self-funded Workers Compensation Insurance Plan through Montana Municipal Interlocal Authority (MMIA). Workers Compensation is a no fault, sole remedy insurance. The main objective for the City of Miles City is to return an employee who has suffered a work-related injury or disease return back to work as soon as possible.

Workers Compensation Information

- A. Injuries and Occupational diseases are covered
- B. An exposure is not covered by workers' compensation unless:
 - ✓ an injury occurs with the exposure; or
 - ✓ a disease is proven to have been caused by the exposure.
- C. An Injury is normally caused by an accident which is:
 - ✓ an unexpected traumatic incident or unusual strain;
 - ✓ identifiable by time and place of occurrence;
 - ✓ identifiable by member or part of the body affected;
 - ✓ caused by a specific event on a single day or during a single work shift.
- D. An Occupational Disease is a disease or medical condition that is not caused by an accident:
 - ✓ arises out of employment or is contracted in the course and scope of employment;
 - ✓ condition established by objective medical findings;
 - ✓ events occurring on more than a single day or work shift are the major contributing cause of the disease or medical condition.

PROCEDURE

Reporting:

Although the Montana Workers' Compensation statutes allow for injuries to be reported to an employer within thirty (30) days of the occurrence, it is strongly recommended that an employee report all injuries to his or her immediate Supervisor and Department Director within twenty-four (24), hours or as soon as possible. An employee has one (1) year to report an occupational disease (once symptoms appear). It is also strongly recommended, whether or not an employee receives medical treatment, that the employee report minor injuries to his or her immediate Supervisor and/or Department Director.

Employees are responsible for reporting all injuries to their immediate supervisor and Department Director within twenty-four (24) hours, or soon as possible. Once an employee has reported his or her injury, a First Report of Injury and/or Occupational Disease form will be completed by the Human Resources/Payroll Office, signed by the employee and submitted to the workers' compensation insurance carrier within six (6) days of the report.

Claims must be completed by the Human Resource/Payroll Officer with assistance from the employee involved and only:

- When paid medical treatment will be necessary (beyond on-the-job first aid).
- When there is lost time from work (with a note from treating physician).
- When the employee requests a claim to be filed.

Benefits:

Worker's Compensation benefits consist of two parts:

- Medical Benefits
- Wage Loss Benefits

The medical benefits cover allowable medical cost associated with the injury.

Wage loss benefits begin after the injured employee has been unable to work for thirty-two (32) scheduled work hours or four (4) days, whichever comes first. An employee is eligible for compensation starting with the fifth (5) day. If the employee is totally disabled and unable to work in any capacity for twenty-one (21) days or longer, compensation must be paid retroactively to the first day of total wage loss. An employee who is entitled to receive retroactive compensation benefits, but took sick leave may elect to repay the City the amount of salary for the sick leave received, or waive the retroactive payment of benefits.

The employee will receive compensation benefit equal to the average actual earnings for the four pay periods immediately preceding the injury. An exception is if the term of employment for the same employer is less than four pay periods, the employee's wage is the hourly rate times the number of hours in a week for which the employee was hired to work.

- The rate is based on 66 2/3% of the employee's average weekly wage at the time of injury.

- The maximum weekly compensation benefits may not exceed the state's average weekly wage at the time of injury.
- Usage of vacation leave by a worker may not affect the worker's eligibility for temporary total disability benefits.
- Augmentation of temporary total disability benefits with sick leave by an employer pursuant to a collective bargaining agreement may not disqualify a worker from receiving temporary total disability benefits.

Specific to Police Officers and Firefighters: Pursuant to MCA 7-32-4132 and 7-33-4133, Police Officers and Firefighters who are injured in the line of duty will receive additional compensation from the City in an amount equal to the difference between compensation paid by workers' compensation and his or her regular net pay. Police Officers and Firefighters continue to accrue sick and vacation leave credits while off work due to a work related injury or disease.

- The calculations on the above City payment will be done by subtracting the workers' compensation payment from the Officer's or Firefighters adjusted gross salary (less taxes and retirement).
- All other personal payment obligations that the Police Officer or Firefighter may have authorized as payroll deduction payments will be the responsibility of the employee.
- This additional compensation is only payable until the disability has ceased, as determined by workers compensation, or for a period not to exceed one (1) year, whichever occurs first.

The employee will be responsible to remain in close contact with his or her Department Director, and furnish the Director with current physician's reports on his or her physical condition.

CLOSING

Employees will be carried in "employment status" for a period of three (3) months while on Workers' Compensation leave. Extensions of this time may be granted by the Mayor upon submission of evidence from the treating physician that the employee will be able to return to work within a reasonable time and be able to perform the essential functions of the position. If the employee's physician does not release the employee to return to his or her former position within this time frame, the City may elect to terminate the employee.

- An injured worker who was terminated in accordance with this policy, is capable to return to work within two (2) years from the date of injury, has received a medical release to return to work, will be given a preference over other applicants for a comparable position that becomes vacant, provided the position is consistent with the workers physical condition and work abilities.

Whenever possible, light duty will be made available to the employee upon authorization of the physician. Please reference the City of Miles City "Early Return to Work" policy.



CITY OF MILES CITY PERSONNEL POLICY

Effective
Date:

Last Revised:

Early Return to Work

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

PURPOSE

The City of Miles City believes providing an Early Return to Work Program is a benefit to City employees who suffer work-related injuries or occupational diseases so that they may return to work as soon as medically appropriate to a temporary position with modified work duties.

POLICY

The City of Miles City strives to promote a successful recovery from a work-related injury or illness and has set up these guidelines for Department Directors to follow when a position may be temporarily modified to accommodate the injured employee's physical limitations, thereby allowing him or her to return to work at the earliest medically appropriate date.

PROCEDURE

The Department Director, Human Resources/Payroll Officer and the injured employee working in conjunction with the employee's physician shall, if medically appropriate, strive to implement a program that will meet the needs of the injured employee and the needs of the City that will permit the employee's return to a transitional employment position. At no time will an employee be assigned to perform work that could pose a safety and/or health risk to the employee or others.

For the injured employee to be authorized to participate in the Early Return to Work program, the employee shall obtain a return-to-work recommendation from his or her physician detailing:

- Physical Limitations;
- Estimated return to work date for both full duties and modified duties.

Upon receipt of the physician's recommendation, the Department Director and Human Resources/Payroll Officer shall work to develop a transitional employment program, if medically feasible. This may include reducing the number of hours worked in a shift or redesigning duties to create safe, meaningful and productive work for the employee.

Transitional employment: includes only short-term duties having some or all of the following characteristics:

- Limited physical ability requirements;
- Can be taught to the injured employee quickly;
- May be subject to a flexible work schedule, including shortened workdays;
- Will minimize exposure of the worker to further injury and will not slow down the worker's recovery time.

Steps in Transitional Employment:

1. The job duties of the transitional position shall be communicated to the employee. The employee shall have the opportunity to suggest adjustments to accommodate the employee's needs and restrictions.
 - As the employee's condition improves, job duties shall be reviewed and modified.
2. Once the job description is approved, the offer of transitional employment shall be extended to the injured employee.
 - a. Transitional employment is temporary and must have a designated start date and end date set at the time of the employee's return to work.
 - b. The end date may be extended if the employee requires additional time to recover, or the employee may be assigned to other transitional duties with a specific start and end date.
 - c. Transitional employment assignments will normally not exceed a term of forty-five (45) days. In extra ordinary cases, the temporary assignment may be extended for an additional forty-five (45) days.
 - d. At any time it appears the employees are not showing sufficient improvement in their condition, they are to be returned back to sick leave to allow them additional recovery time.
3. The employee must notify the Worker's Compensation Claims Adjuster of the offer so any adjustment to wage benefits may be made. This adjustment occurs whether the employee accepts the offer of employment or not.
4. The City will notify the Claims Adjuster when the employee accepts or refuses the offer for the purpose of calculating wage benefits adjustments.
 - If the injured employee refuses an offer of transitional employment, it is possible that the employee may lose wage benefits paid by Worker's Compensation.

CLOSING

Department Directors and Supervisors are key players in promoting safety at work, encouraging workers to return to their jobs, keeping costs associated with accidents and work-related illnesses low, and managing the work so productivity is not lost while the employee is temporarily disabled.

All information, including medical information that is obtained by an injured worker to participate in this Return to Work program, is confidential. This information will not be used or disclosed for any purpose other than:

- Providing return to work program services to the injured worker;
- Managing and administering the return to work program by the City of Miles City;
- Advising the City's workers compensation carrier for purposes of administering workers' compensation benefits for the injured worker.

WST SITE PLAN APPROVAL

(Water Science Technologies)

Revenue Code: 10000-341071

File No. _____
(for official use only)

SITE PLAN REVIEW APPLICATION - MILES CITY

The following development proposals in the following zones are subject to site plan review:

4-plex and greater	Residential Zones A, B
4 to 8 units	Residential Zones B, C
8 or greater units	Residential Zones C
Parks, playgrounds, parking and open space and Accessory uses	Residential Zone C
All listed uses	General Commercial (GC), Local Commercial (LC)
All listed uses	Industrial (I), Medical Campus (MC)
All listed uses (new construction only)	Historic Mixed Use (HMU)
Keeping of chickens	All Zones
Animal Rescue or Animal Foster Care	Residential Zones A, B, MH-A; Commercial Zones GC, LC, HC; Open Space (OS); Semi-Rural (SR); Agricultural (AG).

Application Date: 8/19/14

Fee: 110.00

Name of Project: Water Science Technologies (WST) – Miles City

Location of Project/Legal Description:

Lot 6B and 6C of the Hardesty Tracts, located in the NE ¼ of Section 26, Township 8 North, Range 47 East, M.P.M. according to the amended plat and Survey of Tract 6 Hardesty Tracts filed for record on March 21, 1979 as Document No. 46897 in Envelope No. 114 of the plat cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana.

Contacts

Business Owner Name: WST
Please print

Contact Name: Molly Holmen
Please print

Address: 3206 Valley Drive East
Miles City, MT 59301

Phone: 406-234-5618 Cell Phone: 406-853-4824

Email: mholmen@wstenergy.com

Applicant Name: J. Mitchell Greer **Circle One Architect/Builder/Engineer/Other**
(if different from owner)

Address: 2043 East Center Street
Pocatello, ID 83201

Phone: 208-234-0110 Cell Phone: 208-317-0110

Email: mitch@rmes.biz

Descriptive Data

Total area in acres: 3.6 Existing Zoning: GC

Existing and Proposed Use: Hartman Sales and Rental occupied the existing building for many years. Their business specialized in small engine repair and misc. rentals including porta Potties, heavy equipment, cranes, backhoes, etc.... The proposed building and existing building currently on-site will house WST Energy, a Company that services the industrial water treatment oil and gas industries with efficient R & D, support and quality products. The Business has been operating in Miles City and has the need to expand and grow with their emerging customer base.

If Residential Number of Units and type of Proposed Units: N/A Commercial

If Commercial/Industrial Number of Buildings together with Square Footage and Stories/Height of each:

2 Buildings Will be on-site at the conclusion of the project.....

Existing Building (7000 s.f.) Height is Approximately 15 feet

Proposed Building (32,600 s.f. of office/storage) approximately 25 feet

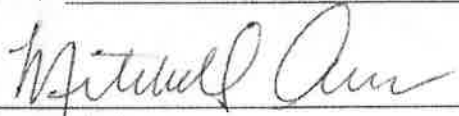
Materials/Information to be submitted with this application (minimum requirements)

*10 Copies of the following:

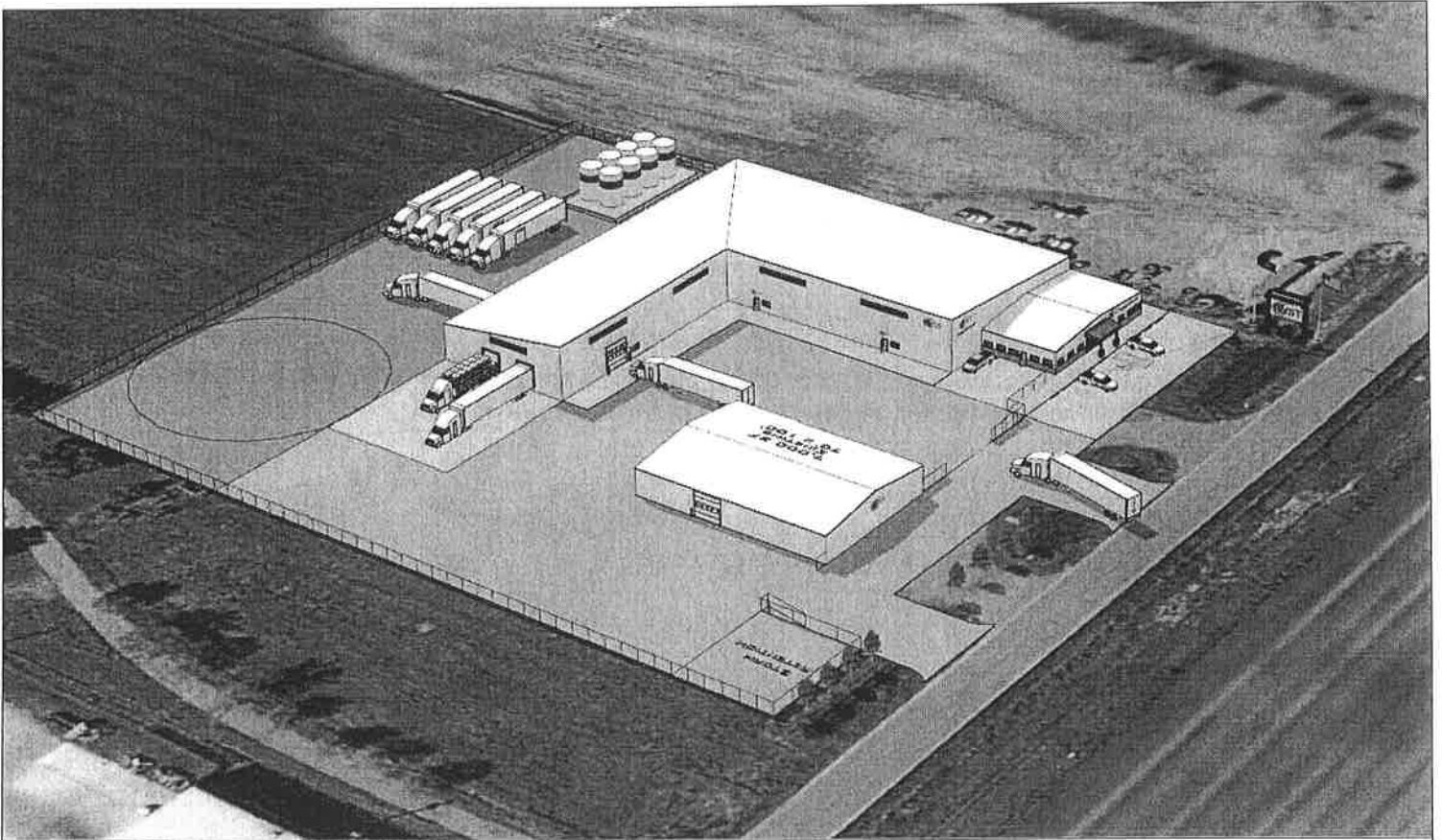
1. Application form and site plan review fee
2. Vicinity Map showing location of proposed project (8 ½ x 11)
3. (8 ½ x 11) copy of the Site Plan at a suitable scale (example: 1 inch = 10 feet) with the following information:
 - a. Boundary line of property with dimensions and a north arrow indicator
 - b. Topography contours at a minimum interval of 2 feet or as determined by the planning department
 - c. Water bodies, floodplain, and wetlands
 - d. Adjacent streets and street rights-of-ways to a distance of 150 feet from the subject property, including existing and proposed improvements such as curb, gutter, sidewalks, and bike paths
 - e. Parking facilities, including bicycle racks, landscaping, drainage, lighting, handicap-accessible parking, typical dimensions (including labeling angles for angled parking), traffic flow on-site, ingress and egress points, driveways, and paving details
 - f. All existing and proposed structures, including exterior dimensions and setback distances to the wall line of all structures
 - g. Grading and storm drainage plans and calculations, including any proposed retention walls
 - h. Utilities and utility easements, existing and proposed
 - i. Location of fire hydrants, fire lanes and turnarounds
 - j. Exterior refuse collection areas
 - k. Signage plans (if any)

- l. Elevation plans or side profiles for structures with dimensions for building heights, including dimension from the top of the roof peak to the average grade at the front of the building.
 - m. An analysis of traffic generation, trip distribution and the impacts of the proposed land use on the transportation facilities serving the area if the proposed land use is estimated to generate 400 or more average daily vehicle trips (ADT), or if requested by the administrator.
4. (8 ½ x 11) copy of the Landscaping Plan
 5. Proposed signage – at a minimum must indicate location and size and an indication of what materials and lighting are proposed. (This may be separate or shown on the site plan and/or bldg elevations)

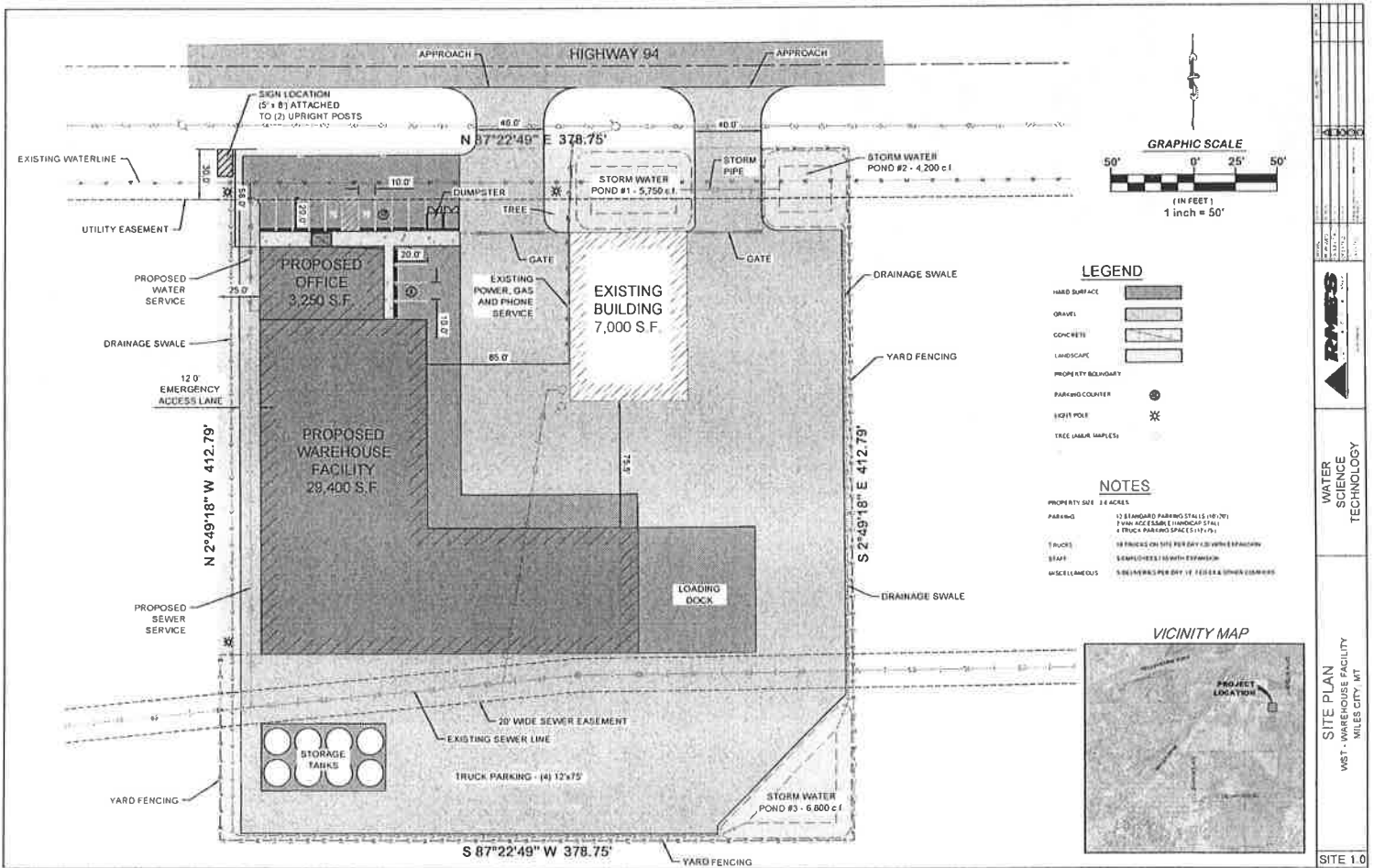
Property Owner Signature: _____ Date: _____

Applicant Signature:  Date: 8/19/14
(If different from owner)

*1 copy of the submittal requirements may be provided to the Zoning Administrator to determine sufficiency per Miles City Code of Ordinances Section 24-96(e) through (f).



WST - MILES CITY, MT







WST - Miles City, Montana

Stormwater Retention Pond Calculations
 Prepared By: Jun Yao, Ph.D.
 Reviewed By: J. Mitchell Greer
 Date: August 2014

All calculations follow the requirements of detention pond by Montana DEQ Circular 8

Closed-Basin Pond (Retention) Volume Calculations at Full Development

(1) Composite Coeff. Calculation:

Post construction	area (ac)	runoff coeff.
Total Area	3.87	
Paved Area		
Gravel for parking lot	1.93	0.80
Building roof and concret etc.	0.92	0.90
Asphalt pavement	0.42	0.90
Pervious Area	0.60	0.1
Total area	3.87	
composite coeff.		0.73

DRAFT

(2) The 2-year, 24-hour rainfall event for Miles City is 1.41 Inch, and the 100-year, 24-hour rainfall event is 3.75 inches.

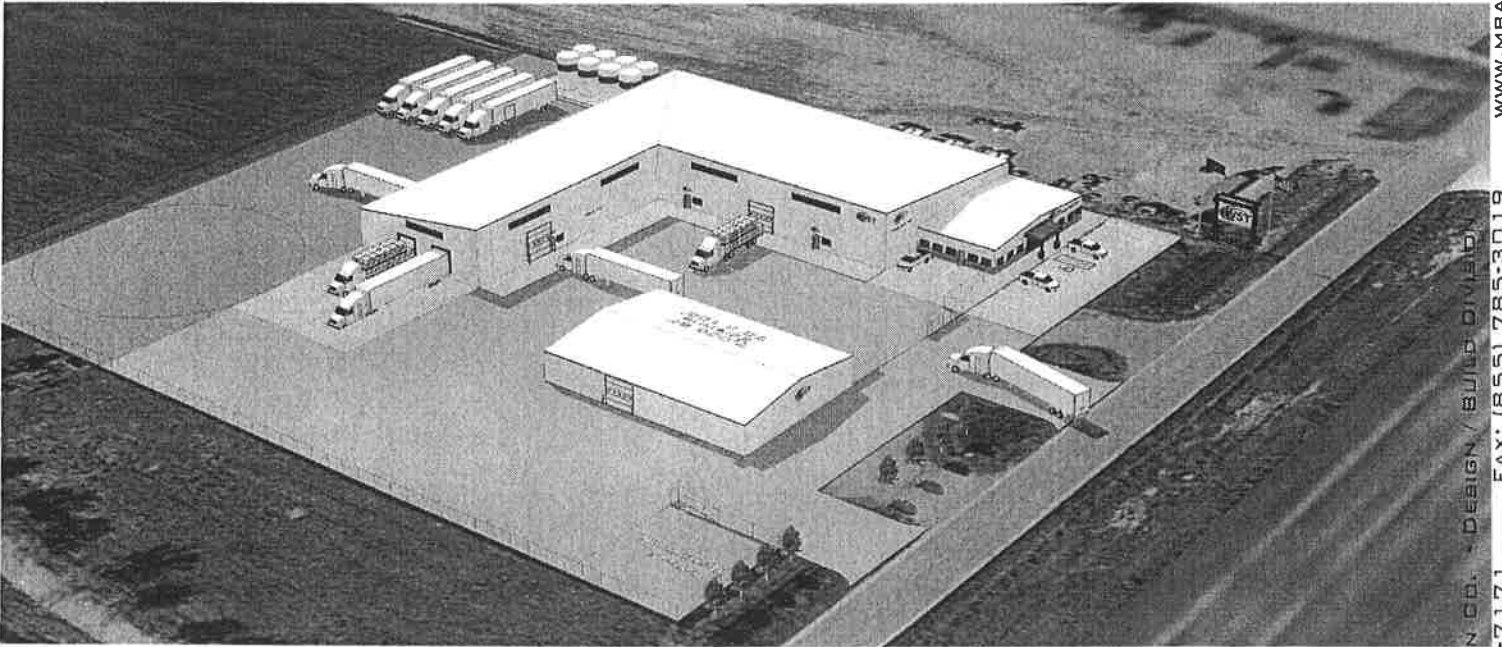
(3) Estimate of the required pond size based on 2-year 24 hours rainfall for Miles

Total detention pond volume required = $CIAT = (0.73) (1.41)(3.87)(3600) = 14340 \text{ cf} = 0.33 \text{ ac-ft}$ (without discharge)

(4) Check on the volume of 100-year 24 hours rainfall for Miles

Total storm volume = $CIAT = (0.73) (3.75)(3.87)(3600) = 38139 \text{ cf} = 0.88 \text{ ac-ft}$ overflowing from the spillway

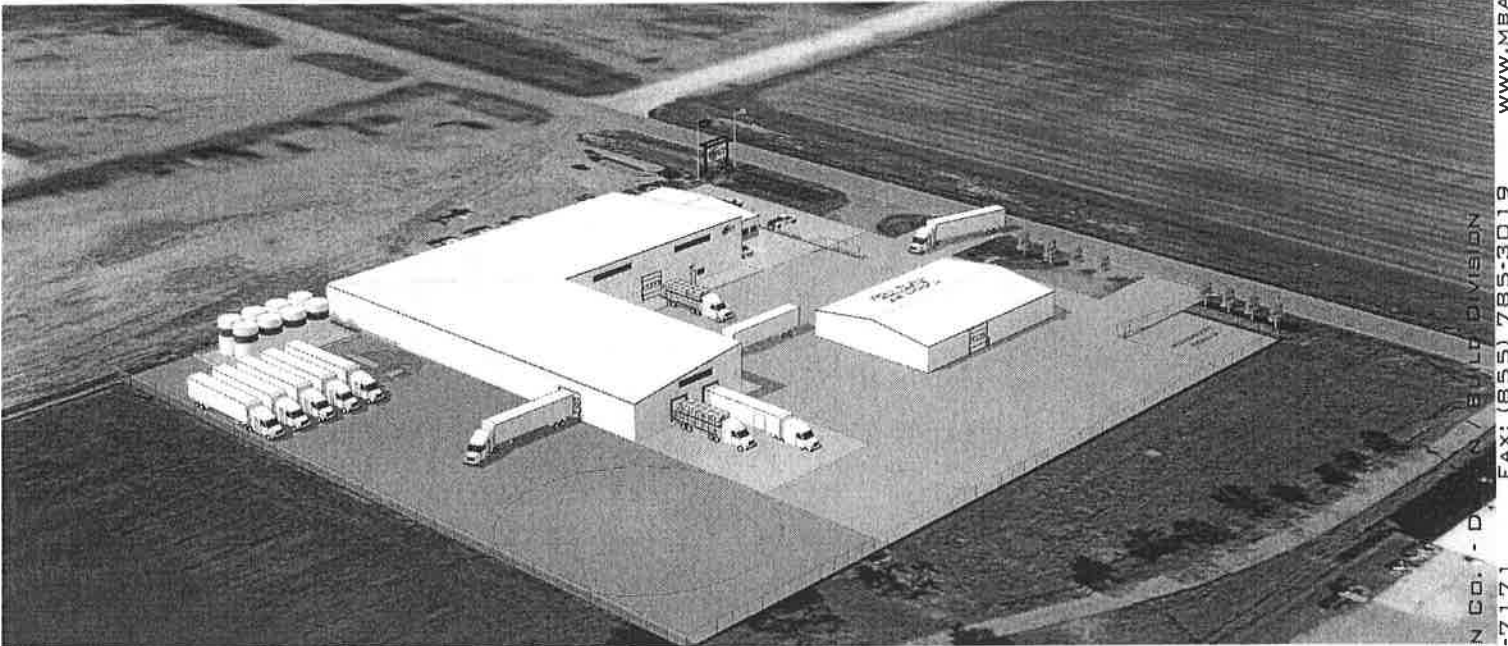
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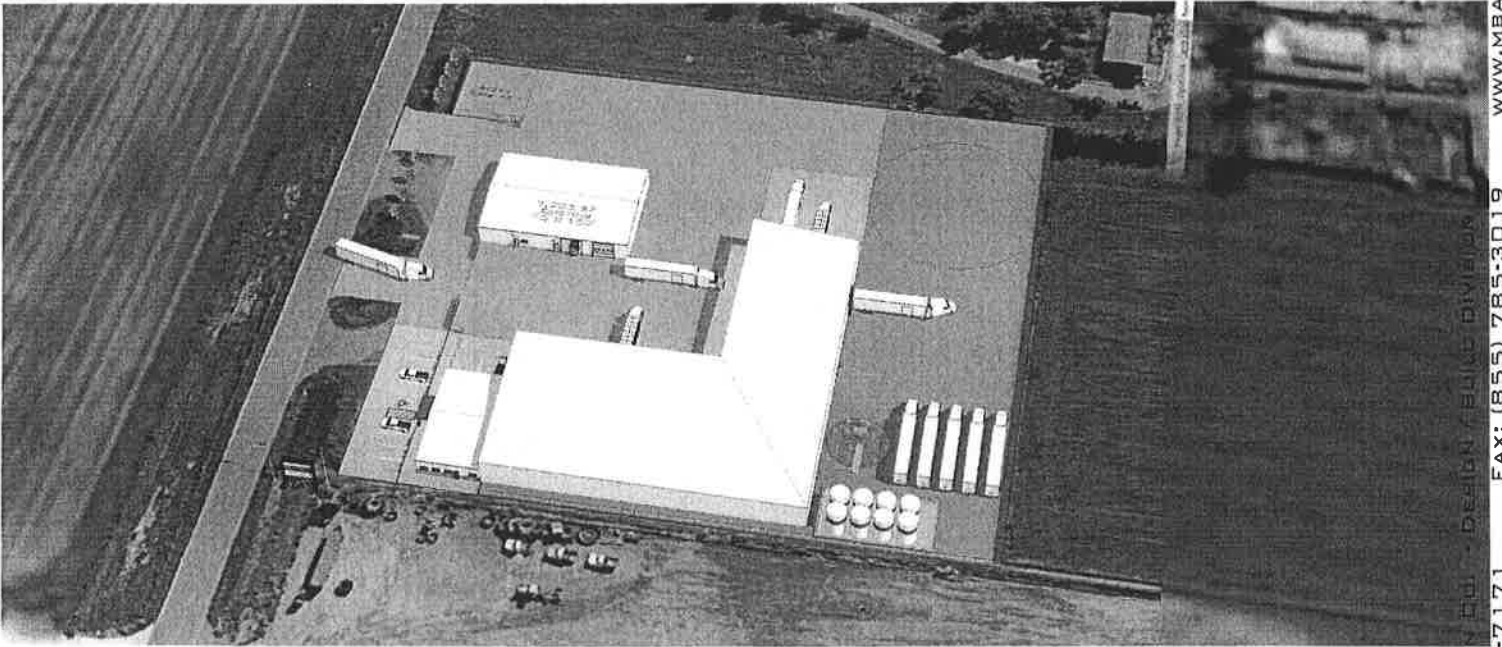
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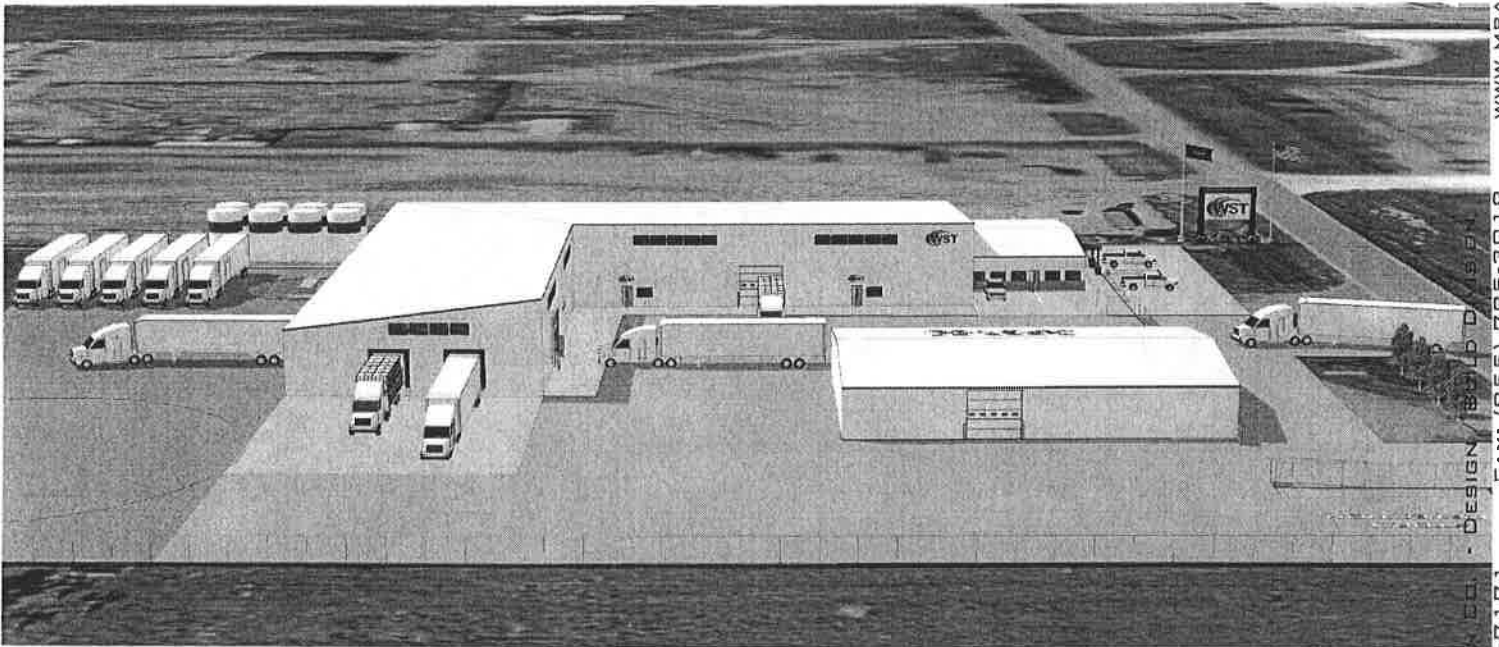
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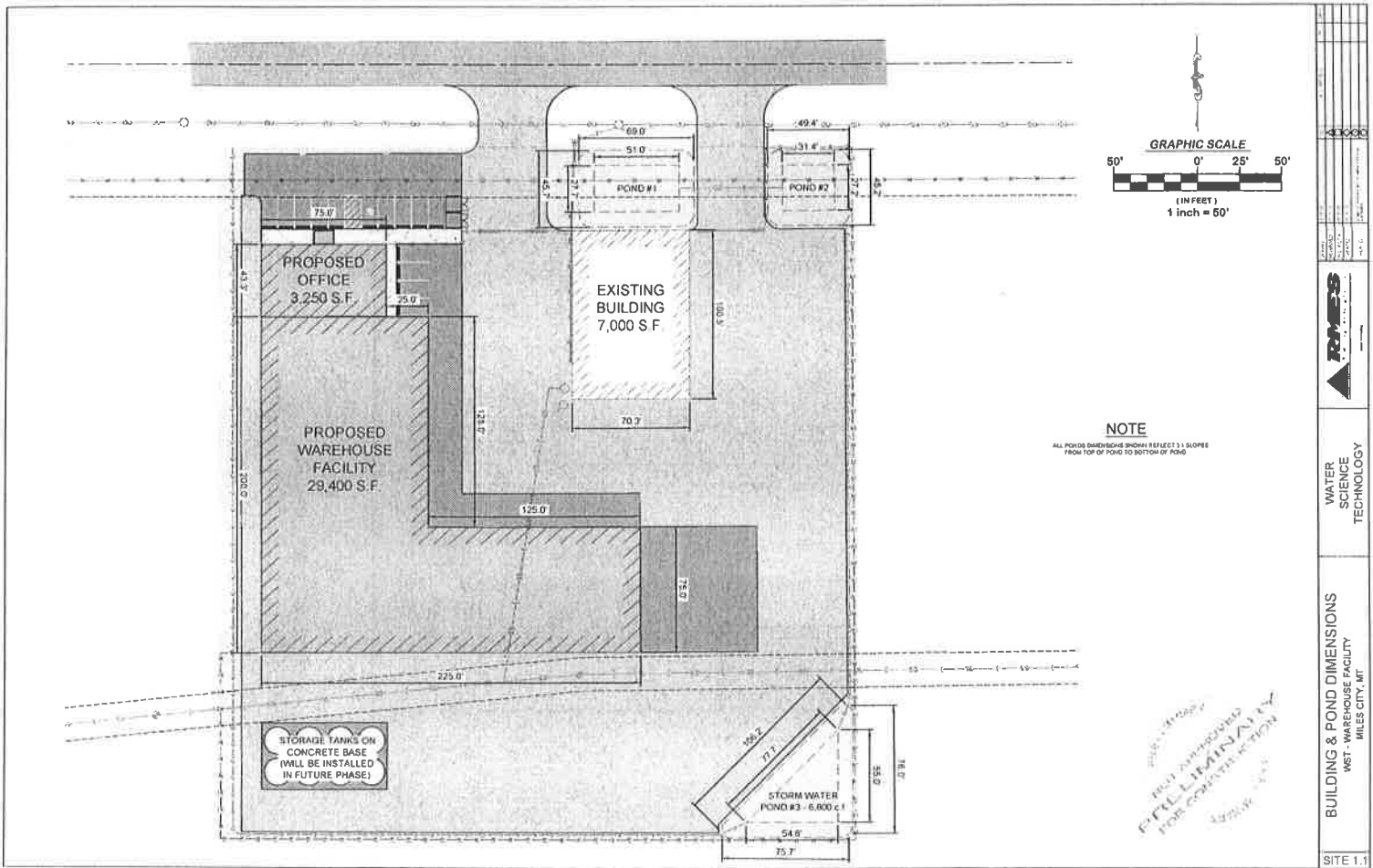
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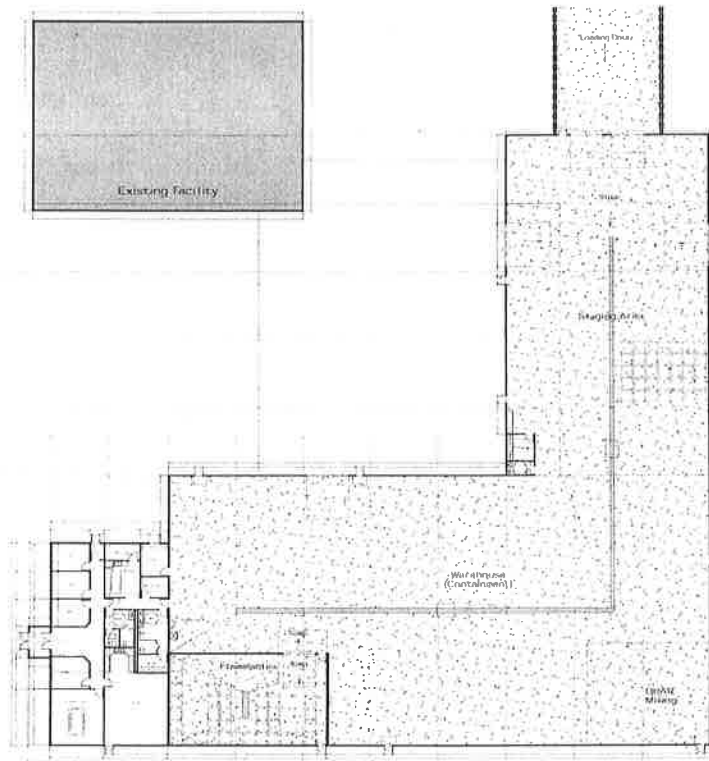
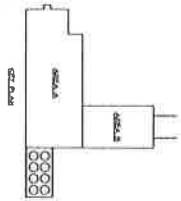
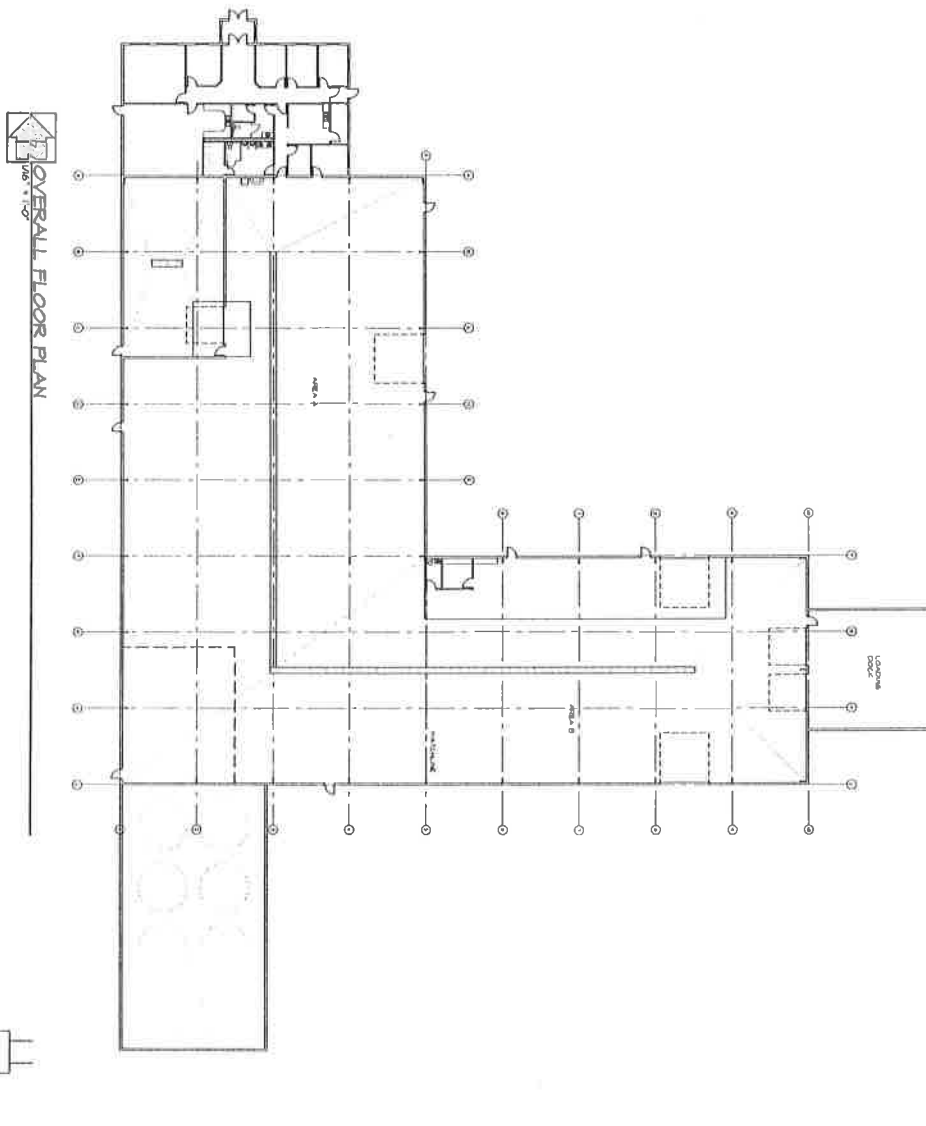


EXHIBIT INDEX TABLE			
NO.	DATE	DESCRIPTION	REVISIONS

REVISIONS	
NO.	DESCRIPTION

1st Floor



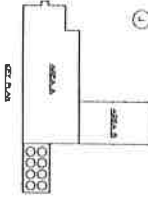
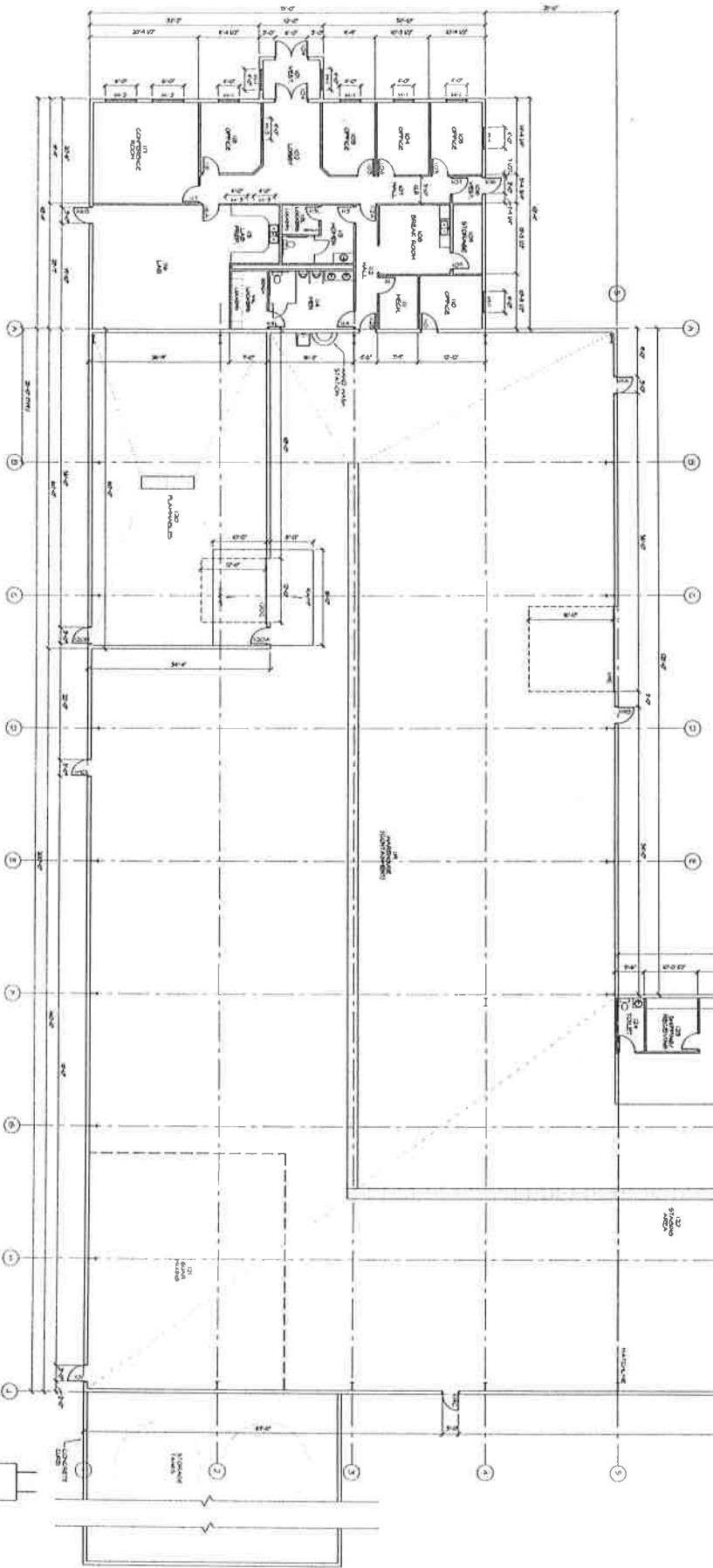
WST - NEW OFFICE / WAREHOUSE FACILITY

MILES CITY, MT

REVISION	
NO.	DESCRIPTION

PRELIMINARY

FLOOR PLAN - AREA A



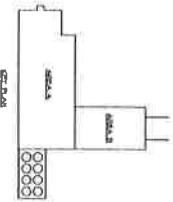
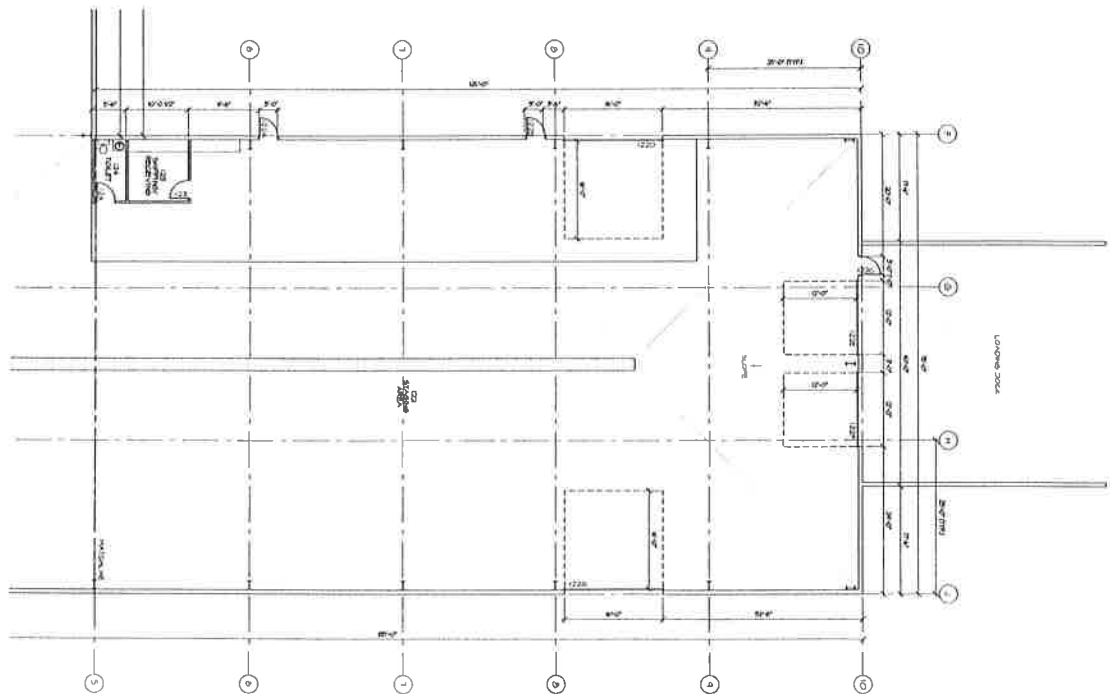
WST - NEW OFFICE / WAREHOUSE FACILITY

MILES CITY, MT

REVISION	
No.	Description

PRELIMINARY

FLOOR PLAN - AREA B





SCHUTZ FOSS

 ARCHITECTS, P.C.

ARCHITECTURE, INTERIOR PLANNING

BRUNICK, PETER & SCHLETT, WYOMING & DICKINSON, N.D.

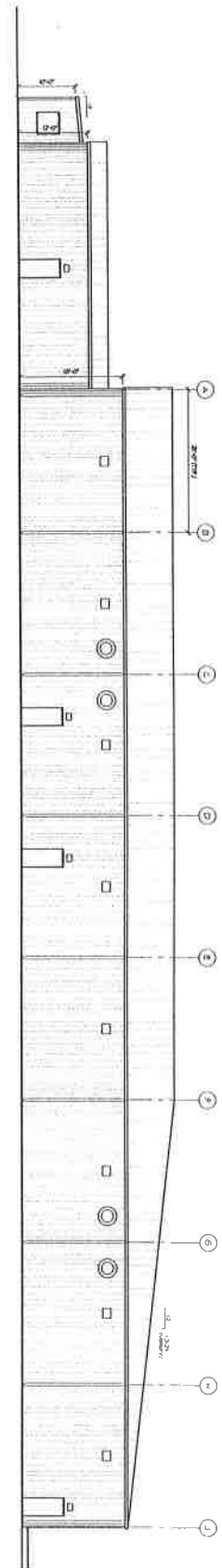
WST - NEW OFFICE / WAREHOUSE FACILITY

MILES CITY, MT

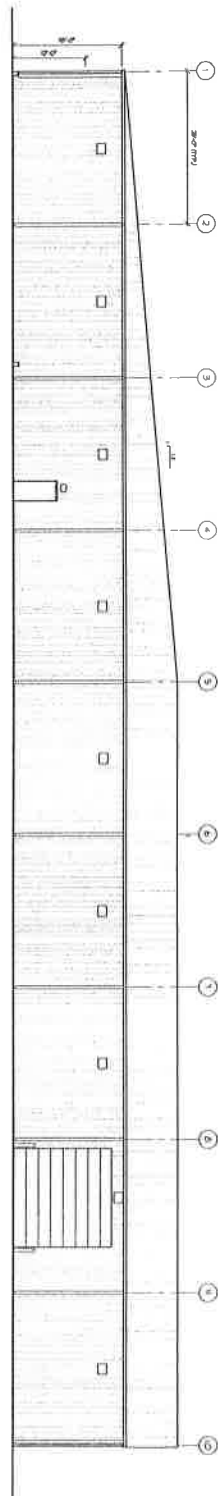
REVISION	
No.	Description

PRELIMINARY

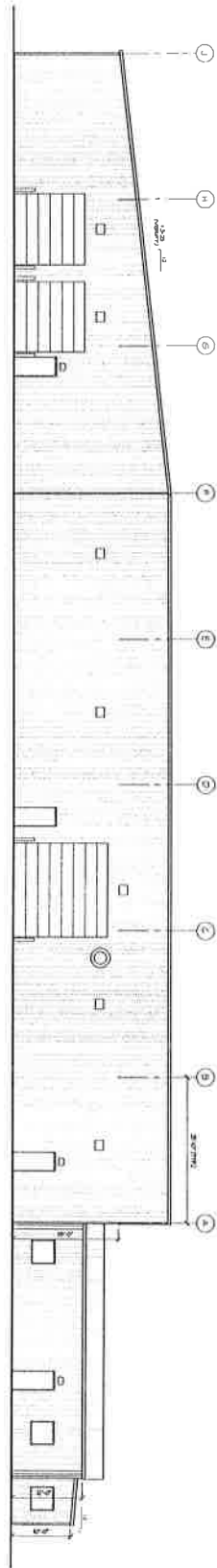
3.1B
1436



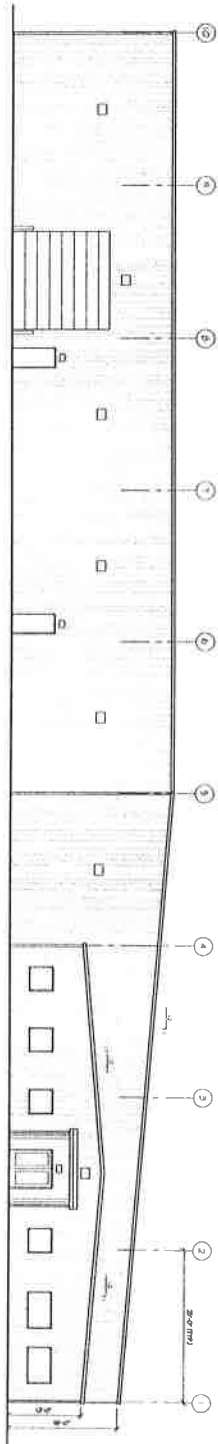
RIGHT SIDE ELEVATION
1/8" = 1'-0"



REAR ELEVATION
1/8" = 1'-0"



LEFT SIDE ELEVATION
1/8" = 1'-0"



FRONT ELEVATION
1/8" = 1'-0"

REVISION	
NO.	DESCRIPTION

PRELIMINARY

WST - NEW OFFICE / WAREHOUSE FACILITY

MILES CITY, MT



SCHUTZ FOSS

 ARCHITECTS, P.C.

ARCHITECTURE INTERIORS PLANNING

BILLINGS, MT • GILLETTE, WY • ROCKSPRING, ND

WWW.SCHUTZFOSS.COM

4.1
1436

APPROVALS PAGE

By my signature below, I have reviewed and approve* of the site plan submitted by Val Dyba for an aggregation and boundary line adjustment on Lots 1, 2, and 3 in Block 8 of the Jackson & Arnold Subdivision.

Director of Public Works Seth Gray Date 9-9-14

Comments or Conditions:

Zoning is GENERAL COMMERCIAL AND SUITABLE FOR THIS CONSTRUCTION. ALL OF INGRESS & EGRESS ONTO PROPERTY IS IN MDOT RIGHT AWAY.

Director of Public Utilities _____ Date _____
Comments or Conditions:

Floodplain Administrator Bill Wells Date 9-9-14

Comments or Conditions: Map #30017C0666D
Out of Floodplain

Fire Chief _____ Date _____
Comments or Conditions:

Historic Preservation Officer Jonathan Lippucci Date 09/08/14

Comments or Conditions:

Not located within City's Historic District - not eligible for listing on National Register of Historic Places.

Planning Department _____ Date _____
Comments or Conditions:

Health and Sanitation Jim Gith Date 8/20/14

Comments or Conditions:

Storm Water OK
NOI will be in force before construction

Building Official _____ Date _____
Comments or Conditions:

SHERIFF Larry DeLoach Date 9/8/2014
Police Department _____

Comments or Conditions:

IT PRESENTS NO LAW ENFORCEMENT ISSUES TO MY OFFICE.

As-Built Drawings Received on: _____

*With any conditions as noted

10/09/14
16:55:01

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/14

Page: 1 of 20
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
124426	74666S	316 DATA IMAGING SYSTEMS, INC	1,375.00					
1	08/30/14	MANAGED SERVICES;DATA BKP	294.64			1000 3 410500	360	101000
2	08/30/14	MANAGED SERVICES;DATA BKP	165.74			5210 25 430510	360	101000
3	08/30/14	MANAGED SERVICES;DATA BKP	165.74*			5310 29 430610	360	101000
4	08/30/14	MANAGED SERVICES;DATA BKP	98.21			1000 1 410200	360	101000
5	08/30/14	MANAGED SERVICES;DATA BKP	98.21			1000 36 411020	360	101000
6	08/30/14	MANAGED SERVICES;DATA BKP	85.45			5210 23 430550	360	101000
7	08/30/14	MANAGED SERVICES;DATA BKP	85.45			5310 31 430630	360	101000
8	08/30/14	MANAGED SERVICES;DATA BKP	113.93			2510 107 430220	360	101000
9	08/30/14	MANAGED SERVICES;DATA BKP	56.96			2520 108 430220	360	101000
10	08/30/14	MANAGED SERVICES;DATA BKP	110.49			1000 9 410540	360	101000
11	08/30/14	MANAGED SERVICES;DATA BKP	100.18*			2394 18 420531	360	101000
124521	74684S	4008 PITNEY BOWES	267.12					
1	122011 09/30/14	METER RENTAL	89.04			1000 3 410500	311	101000
2167726								
2	122011 09/30/14	METER RENTAL	89.04			5210 25 430510	311	101000
2167726								
3	122011 09/30/14	METER RENTAL	89.04			5310 29 430610	311	101000
2167726								
124523	74709S	4034 STEVE RICE	75.00					
1	09/30/14	POLICE COMM PMT: FY15 2ND QTR	75.00			1000 5 420140	350	101000
124524	74705S	2910 TONGUE RIVER ELECTRIC	445.08					
1	09/30/14	SOUTHGATE LIGHTING CHARGES	401.84			2450 51 430263	341	101000
2	09/30/14	911 POWER & TOWER LIGHTS	43.24		18341	2850 105 420140	341	101000
124526	74676S	4019 WEX Bank	12,944.56					
1	38004245 09/30/14	FUEL	639.47		17721	1000 13 460433	231	101000
2	09/30/14	FUEL	0.00			1000 201 431200	370	101000
3	09/30/14	FUEL	2,722.19		17721	2510 107 430220	231	101000
4	09/30/14	FUEL	680.55		17721	2520 108 430220	231	101000
5	09/30/14	FUEL	78.08			6040 910 430220	231	101000
6	09/30/14	FUEL	84.39		17425	5210 22 430530	231	101000
7	09/30/14	FUEL	83.89		17425	5210 80 430540	231	101000
8	09/30/14	FUEL	202.22		17425	5310 32 430690	231	101000
9	09/30/14	FUEL	114.45		17425	5310 33 430640	231	101000
10	09/30/14	FUEL	2,337.42		17904	5510 10 420730	231	101000
11	09/30/14	FUEL	476.64		17904	1000 7 420460	231	101000
12	09/30/14	FUEL	3,193.25		17544	1000 5 420140	231	101000
13	09/30/14	FUEL	140.20		17544	1000 21 440600	231	101000
14	09/30/14	FUEL	0.00		17544	1000 5 420160	231	101000
15	09/30/14	FUEL	989.82		17809	5210 23 430550	231	101000
16	09/30/14	FUEL	989.82		17809	5310 31 430630	231	101000
17	09/30/14	FUEL	212.17		17809	5610 87 430300	231	101000

10/09/14
16:55:01

CITY OF MILES CITY
Claim Details
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Page: 2 of 20
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Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
124527	74680S 1970 MONTANA DAKOTA UTILITIES	7,251.23							
1	09/30/14 GAS/ELECTRIC	0.00			1000 7 420460	341		101000	
2	GAS/ELECTRIC	0.00			1000 7 420460	344		101000	
3	GAS/ELECTRIC	0.00			1000 8 411230	341		101000	
4	GAS/ELECTRIC	0.00			1000 8 411230	344		101000	
5	GAS/ELECTRIC	471.60			1000 13 460433	341		101000	
6	GAS/ELECTRIC	17.44			1000 13 460433	344		101000	
7	GAS/ELECTRIC	0.00*			1000 14 460445	341		101000	
8	GAS/ELECTRIC	63.06			1000 21 440600	341		101000	
9	GAS/ELECTRIC	25.09			1000 21 440600	344		101000	
10		0.00			2220 16 460100	341		101000	
11		0.00			2220 16 460100	344		101000	
12	GAS/ELECTRIC	0.00			2400 46 430263	341		101000	
13	GAS/ELECTRIC	0.00			2400 46 430263	533		101000	
14	GAS/ELECTRIC	0.00			2420 48 430263	341		101000	
15	GAS/ELECTRIC	0.00			2420 48 430263	533		101000	
16	GAS/ELECTRIC	0.00			2430 49 430263	341		101000	
17	GAS/ELECTRIC	13.03			2440 50 430263	341		101000	
18	GAS/ELECTRIC	0.00			2470 72 430263	341		101000	
19	GAS/ELECTRIC	0.00			2470 72 430263	533		101000	
20	GAS/ELECTRIC	100.03			2480 47 430263	341		101000	
21	GAS/ELECTRIC	0.00			2510 107 430220	341		101000	
22	GAS/ELECTRIC	0.00			2510 107 430220	344		101000	
23	GAS/ELECTRIC	0.00			2520 108 430220	341		101000	
24	GAS/ELECTRIC	0.00			2520 108 430220	344		101000	
25	GAS/ELECTRIC	436.92			5210 22 430530	341		101000	
26	GAS/ELECTRIC	0.00			5210 22 430530	344		101000	
27	GAS/ELECTRIC	0.00*			5210 23 430550	341		101000	
28	GAS/ELECTRIC	0.00			5210 23 430550	344		101000	
29	GAS/ELECTRIC	0.00			5310 31 430630	341		101000	
30	GAS/ELECTRIC	0.00			5310 31 430630	344		101000	
31	GAS/ELECTRIC	881.05			5310 32 430690	341		101000	
32	GAS/ELECTRIC	56.01			5310 32 430690	344		101000	
33	GAS/ELECTRIC	4,403.16			5310 33 430640	341		101000	
34	GAS/ELECTRIC	0.00			5510 10 420730	341		101000	
35	GAS/ELECTRIC	0.00			5510 10 420730	344		101000	
36	09/30/14 GAS/ELECTRIC	699.41		19524	5610 87 430300	341		101000	
37	09/30/14 GAS/ELECTRIC	84.43		19524	5610 87 430300	344		101000	
38	GAS/ELECTRIC	0.00			6040 910 430220	341		101000	
39	GAS/ELECTRIC	0.00			6040 910 430220	344		101000	

10/09/14
16:55:02

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/14

Page: 3 of 20
Report ID: AP100

* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
124528	746743	1721 MID RIVERS TELEPHONE CORP SEPTEMBER 1, 2014 BILL	3,345.47					
1	09/30/14	TELEPHONE/INTERNET/CABLE/Judge	250.82			1000 6 410300	345	101000
2	09/30/14	TELEPHONE/INTERNET/CABLE/Judge	0.00			1000 6 410300	347	101000
3	09/30/14	TELEPHONE/INTERNET/CABLE/Libry	147.39			2220 16 460100	345	101000
4	09/30/14	TELEPHONE/INTERNET/CABLE/Libry	165.15			2220 16 460100	347	101000
5	09/30/14	TELEPHONE/INTERNET/CABLE/SmPol	49.39*			1000 14 460445	345	101000
6	09/30/14	TELEPHONE/INTERNET/CABLE/ 911	287.20			2850 105 420140	345	101000
8	09/30/14	TELEPHONE/INTERNET/CABLE/child	0.00			1000 5 420140	220	101000
9	09/30/14	TELEPHONE/INTERNET/CABLE/rsvp	117.15*			2985 15 450300	345	101004
10	09/30/14	TELEPHONE/INTERNET/CABLE/Airpt	92.43			5610 87 430300	345	101000
11	09/30/14	TELEPHONE/INTERNET/CABLE/Airpt	50.60			5610 87 430300	319	101000
12	09/30/14	TELEPHONE/INTERNET/CABLE/Airpt	40.74			5610 87 430300	347	101000
14	09/30/14	TELEPHONE/INTERNET/CABLE/mayor	32.43			1000 1 410200	345	101000
15	09/30/14	TELEPHONE/INTERNET/CABLE/fin	53.96			1000 3 410500	345	101000
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17	09/30/14	TELEPHONE/INTERNET/CABLE/atny	6.07			1000 4 411100	345	101000
18	09/30/14	TELEPHONE/INTERNET/CABLE/pd	314.54			1000 5 420140	345	101000
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20	09/30/14	TELEPHONE/INTERNET/CABLE/disp	312.64			1000 5 420160	345	101000
21	09/30/14	TELEPHONE/INTERNET/CABLE/fire	163.27			1000 7 420460	345	101000
22	09/30/14	TELEPHONE/INTERNET/CABLE/fire	135.60			1000 7 420460	347	101000
23	09/30/14	TELEPHONE/INTERNET/CABLE/tres	6.07			1000 9 410540	345	101000
24	09/30/14	TELEPHONE/INTERNET/CABLE/park	42.13			1000 13 460433	345	101000
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27	09/30/14	TELEPHONE/INTERNET/CABLE/plng	79.00			1000 36 411020	345	101000
28	09/30/14	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394 18 420531	345	101000
29	09/30/14	TELEPHONE/INTERNET/CABLE/md204	68.91			2510 107 430220	345	101000
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31	09/30/14	TELEPHONE/INTERNET/CABLE/wplnt	77.68			5210 22 430530	345	101000
32	09/30/14	TELEPHONE/INTERNET/CABLE/wplnt	80.25			5210 22 430530	347	101000
33	09/30/14	TELEPHONE/INTERNET/CABLE/wtlns	38.39			5210 23 430550	345	101000
34	09/30/14	TELEPHONE/INTERNET/CABLE/wtlns	11.40			5210 23 430550	347	101000
35	09/30/14	TELEPHONE/INTERNET/CABLE/wtadm	48.57			5210 25 430510	345	101000
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37	09/30/14	TELEPHONE/INTERNET/CABLE/wwadm	48.55			5310 29 430610	345	101000
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39	09/30/14	TELEPHONE/INTERNET/CABLE/swlns	38.38			5310 31 430630	345	101000
40	09/30/14	TELEPHONE/INTERNET/CABLE/swlns	11.40			5310 31 430630	347	101000
41	09/30/14	TELEPHONE/INTERNET/CABLE/wwpln	36.42			5310 33 430640	345	101000
42	09/30/14	TELEPHONE/INTERNET/CABLE/wwpln	45.60			5310 33 430640	347	101000
43	09/30/14	TELEPHONE/INTERNET/CABLE/amb	110.86			5510 10 420730	345	101000
44	09/30/14	TELEPHONE/INTERNET/CABLE/amb	28.24			5510 10 420730	347	101000
45	09/30/14	TELEPHONE/INTERNET/CABLE/shop	39.51			6040 910 430220	345	101000
46	09/30/14	TELEPHONE/INTERNET/CABLE/shop	57.38			6040 910 430220	347	101000

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Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
124529	74710S 4076 EXPRESS LAUNDRY COMMERCIAL	211.50							
1	439,503,54 09/30/14 RUGS: CITY HALL	106.50		19434	1000 8 411230	220		101000	
2	490 09/30/14 RUGS/MOP: SHOP	20.50			6040 910 430220	220		101000	
4	497 09/30/14 MOPS/TOWLES: WTP	23.50		18848	5210 22 430530	360		101000	
5	494 09/30/14 MOPS/TOWLES: WTP	20.50			5310 33 430640	360		101000	
6	430,493,54 09/30/14 FLOOR MATS: PD	40.50		19337	1000 5 420140	360		101000	
124530	74664S 999999 ERIC LEGGATE	46.00							
1	09/30/14 MEALS FOR CLASS IN BOZEMAN	46.00		19314	1000 5 420140	370		101000	
124531	74663S 999999 DENISE BONTRAGER	46.00							
1	09/30/14 MEALS FOR CLASS IN BOZEMAN	46.00		19315	1000 5 420140	370		101000	
124532	74667S 4009 PITNEY BOWES RESERVE ACCOUNT	1,000.00							
1	09/30/14 REFILL POSTAGE METER	1,000.00		18658	1000 3 410500	311		101000	
124533	74668S 2865 DEPT OF ENVIRONMENTAL QUALITY	140.00							
1	APPLICATIO 09/30/14 WATER APP/EXAM FEE: SEMINO	70.00		18840	5210 22 430530	380		101000	
2	APPLICATIO 09/30/14 WATER APP/EXAM FEE: SEMINO	70.00			5210 80 430540	380		101000	
124534	74669S 2914 TOURISM BUSINESS IMPROVEMENT	18,560.00							
1	09/30/14 AUGUST, 2014 COLLECTIONS	18,560.00			7370 212500			101000	
124535	74670S 999999 DAWN COLTON	407.30							
1	09/30/14 TRAVEL TO HAMILTON: MAP CONFER	407.30		18661	1000 36 411020	370		101000	
124536	74671S 2831 MILES CITY STAR ADVERTISING	136.80							
1	09/30/14 ANNUAL NEWSPAPER SUBSCRIPTION	136.80		18444	2985 15 450330	220		101004	
124537	74672S 4083 BLUE CROSS BLUE SHIELD OF	4,655.11							
1	09/30/14 AMBULANCE OVERPAYMENTS	4,655.11		18662	5510 122000			101000	
124538	74673S 999999 DEPT. OF VETERANS AFFAIRS	384.49							
1	09/30/14 AMBULANCE OVERPAYMENTS	384.49		18663	5510 122000			101000	
124539	74711S 999999 GEORGE RAYMOND	88.00							
1	09/30/14 OVERPAYMENT OF FIRE CONTRACT	88.00		18659	1000 342022			101000	
124540	74712S 671 CUSTER COUNTY TREASURER	20.50							
1	09/30/14 ACH: ERROR: WENT TO OUR BANK	20.50		18660	1000 346020			101000	

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124541	74677S	394 BOSS INC	996.55					
386470, 386691, 387190, 384741, 387778, 389656, 390060 (FINANCE INVOICES)								
386432, 388338, 391322, 387794, 391310, 385716 (CITY COURT INVOICES)								
1		VARIOUS 09/30/14 OFFICE SUPPLIES	127.19			1000 3 410500	210	101000
2		VARIOUS 09/30/14 OFFICE SUPPLIES	127.19			5210 25 430510	210	101000
3		VARIOUS 09/30/14 OFFICE SUPPLIES	127.19			5310 29 430610	210	101000
4		389793 09/30/14 OFFICE SUPPLIES	22.95			1000 1 410200	210	101000
5		387154, 09/30/14 OFFICE SUPPLIES	46.59		18103	1000 4 411100	210	101000
390258								
6		386432 09/30/14 OFFICE SUPPLIES	103.94			1000 6 410300	210	101000
7		VARIOUS 09/30/14 SM ITEMS OF EQUIP	399.00			1000 6 410300	214	101000
8		391310 09/30/14 OP EXP	42.50			1000 6 410300	230	101000
124542	74675S	373 MASTERCARD	21,587.52					
1		09/30/14 OFFICE SUPPLIES	397.57			1000 5 420140	210	101000
2		09/30/14 SM ITEMS OF EQUIP	707.69			1000 5 420140	214	101000
3		09/30/14 OPERATING SUPPLIES	682.38			1000 5 420140	220	101000
4		09/30/14 R & M SUPPLIES	947.45			1000 5 420140	230	101000
5		09/30/14 GAS/OIL	25.20			1000 5 420140	231	101000
6		09/30/14 POSTAGE	95.07			1000 5 420140	311	101000
7		09/30/14 R & M VEHICLES	740.52			1000 5 420140	366	101000
8		09/30/14 TRAVEL	920.29			1000 5 420140	370	101000
9		09/30/14 TRAINING	1,708.00			1000 5 420140	380	101000
10		09/30/14 POSTAGE	8.15			1000 5 420160	311	101000
11		09/30/14 SM ITEMS OF EQUIP	-6.63			1000 7 420460	214	101000
12		09/30/14 OP SUPPLIES	50.90			1000 7 420460	220	101000
13		09/30/14 R & M SUPPLIES	50.84			1000 7 420460	230	101000
14		09/30/14 GAS/OIL	44.03			1000 7 420460	231	101000
15		09/30/14 CONSUMMABLE TOOLS	17.28			1000 7 420460	241	101000
16		09/30/14 POSTAGE	11.50			1000 7 420460	311	101000
17		09/30/14 TELEPHONE	92.93			1000 7 420460	345	101000
18		09/30/14 R & M VEHICLES	255.33			1000 7 420460	364	101000
19		09/30/14 BOOKS	210.00			1000 7 420460	382	101000
20		09/30/14 OP EXP	140.75			1000 8 411230	220	101000
21		09/30/14 SM ITEMS OF EQUIP	104.31*			1000 13 460434	214	101000
22		09/30/14 R & M SUPPLIES	824.56*			1000 13 460434	230	101000
23		09/30/14 SM ITEMS OF EQUIP	39.00			1000 21 440600	214	101000
24		09/30/14 MEMBERSHIPS/REG/DUES	40.00			1000 36 411020	334	101000
25		09/30/14 TRAINING	195.00			1000 36 411020	380	101000
26		09/30/14 BOOKS	670.18			2220 16 460100	382	101000
27		09/30/14 POSTAGE	90.77			2220 16 460100	311	101000
28		09/30/14 OFFICE SUPPLIES	26.56			1000 201 431200	210	101000
29		09/30/14 OFFICE SUPPLIES	35.40			2394 18 420531	210	101000
30		09/30/14 MEMBERSHIPS/REG/DUES	125.00			2394 18 420531	334	101000
31		09/30/14 OP EXP	167.72			2510 107 430220	220	101000
32		09/30/14 R & M SUPPLIES	142.88			2510 107 430220	230	101000

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Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
33	09/30/14 GAS/OIL	52.39			2510 107 430220	231		101000	
34	09/30/14 R & M VEHICLES	1,746.97			2510 107 430220	363		101000	
35	09/30/14 OP EXP	28.88			2520 108 430220	220		101000	
36	09/30/14 R & M SUPPLIES	35.72			2520 108 430220	230		101000	
37	09/30/14 GAS/OIL	13.10			2520 108 430220	231		101000	
38	09/30/14 R & M VEHICLES	436.74			2520 108 430220	363		101000	
39	09/30/14 OP EXP	69.98			2985 15 450330	220		101000	
40	09/30/14 OFFICE SUPPLIES	7.83			5210 22 430530	210		101000	
41	09/30/14 OP EXP	5.18			5210 22 430530	220		101000	
42	09/30/14 CLOTHING/UNIS	33.00			5210 22 430530	226		101000	
43	09/30/14 R & M SUPPLIES	21.20			5210 22 430530	230		101000	
44	09/30/14 OFFICE SUPPLIES	21.94			5210 23 430550	210		101000	
45	09/30/14 SM ITEMS OF EQIP	517.48			5210 23 430550	220		101000	
46	09/30/14 CLOTHING/UNIS	84.20			5210 23 430550	226		101000	
47	09/30/14 R & M SUPPLIES	2,108.78			5210 23 430550	230		101000	
48	09/30/14 VALVE/HYD REPAIRS	189.87			5210 23 430550	234		101000	
49	09/30/14 CURB STOP REPL	660.55			5210 23 430550	235		102270	
50	09/30/14 R & M VEHICLES	828.47			5210 23 430550	363		101000	
51	09/30/14 EQUIP RENTAL	50.00			5210 23 430550	533		101000	
52	09/30/14 OP EXP	12.98			5210 80 430540	220		101000	
53	09/30/14 CLOTHING/UNIS	33.00			5210 80 430540	226		101000	
54	09/30/14 R & M SUPPLIES	106.66			5210 80 430540	230		101000	
55	09/30/14 POSTAGE	0.70			5210 80 430540	311		101000	
56	09/30/14 OP EXP	359.65			5310 31 430630	226		101000	
57	09/30/14 CLOTHING/UNIS	72.76			5310 31 430630	226		101000	
58	09/30/14 R & M VEHICLES	828.47			5310 31 430630	363		101000	
59	09/30/14 OFFICE SUPPLIES	1.27			5310 32 430690	210		101000	
60	09/30/14 CLOTHING/UNIS	17.60			5310 32 430690	226		101000	
61	09/30/14 R & M SUPPLIES	123.26			5310 32 430690	230		101000	
62	09/30/14 OFFICE SUPPLIES	35.95			5310 33 430640	210		101000	
63	09/30/14 CHEMICALS/LAB	318.88			5310 33 430640	222		101000	
64	09/30/14 CLOTHING/UNIS	26.39			5310 33 430640	226		101000	
65	09/30/14 R & M SUPPLIES	796.00			5310 33 430640	230		101000	
66	09/30/14 POSTAGE	2.50			5310 33 430640	311		101000	
67	09/30/14 OP EXP	12.31			5510 10 420730	220		101000	
68	09/30/14 MED SUPPLIES	972.66			5510 10 420730	222		101000	
69	09/30/14 GAS/OIL	63.00			5510 10 420730	231		101000	
70	09/30/14 TELEPHONE	36.23			5510 10 420730	345		101000	
71	09/30/14 OFFICE SUPPLIES	141.88			5610 87 430300	210		101000	
72	09/30/14 R & M SUPPLIES	717.11			5610 87 430300	230		101000	
73	09/30/14 TELEPHONE	111.80			5610 87 430300	345		101000	
74	09/30/14 OFFICE SUPPLIES	42.55			6040 910 430220	210		101000	
75	09/30/14 R & M SUPPLIES	281.00			6040 910 430220	230		101000	

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124543	74679S	2830 STAR PRINTING & SUPPLY	1,451.17					
1	09/30/14	OFFICE SUPPLIES	171.97			1000 3 410500	210	101000
2	09/30/14	OFFICE SUPPLIES	171.97			5210 25 430510	210	101000
3	09/30/14	OFFICE SUPPLIES	171.96			5310 29 430610	210	101000
4	09/30/14	COPY MACHINE RENTAL	43.50		18047	1000 6 410300	533	101000
5	09/30/14	OFFICE SUPPLIES	57.34		18703	1000 7 420460	210	101000
6	09/30/14	OFFICE SUPPLIES	22.28			5510 10 420730	210	101000
7	09/30/14	OP EXP	400.00*		18703	2985 15 450300	220	101000
8	09/30/14	OP EXP	368.76*			2985 15 450340	220	101006
9	09/30/14	PRINTING/DUP	43.39		18919	2220 16 460100	320	101000
124544	74678S	2831 MILES CITY STAR ADVERTISING	1,302.20					
1	VARIOUS 09/30/14	PUBLICATIONS/NOTICES	366.07			1000 3 410500	330	101000
2	VARIOUS 09/30/14	PUBLICATIONS/NOTICES	366.07			5210 25 430510	330	101000
3	VARIOUS 09/30/14	PUBLICATIONS/NOTICES	366.06			5310 29 430610	330	101000
4	126686 09/30/14	PUBLICATIONS/NOTICES	168.00			1000 201 431200	331	101000
127672								
5	127466 09/30/14	PUBLICATIONS/NOTICES	36.00			1000 36 411020	331	101000
124545	74681S	671 CUSTER COUNTY TREASURER	66.00					
1	09/30/14	RECORD RESOLUTIONS 3701 & 3706	22.00		18664	1000 3 410500	220	101000
2	09/30/14	RECORD RESOLUTIONS 3701 & 3706	22.00		18664	5210 25 430510	220	101000
3	09/30/14	RECORD RESOLUTIONS 3701 & 3706	22.00		18664	5310 29 430610	220	101000
124546	74682S	4045 LAND SOLUTIONS, INC.	975.05					
1	SEPT 14 09/30/14	CONSULTING SERVICES	975.05		15940	1000 36 411020	350	101000
124547	74683S	1010 STOCKMAN BANK	25.00					
1	09/30/14	NSF: AMBULANCE, SIMPSON	25.00			5510 122000		101000
124548	74685S	395 VA MONTANA HEALTHCARE SYSTEM	350.00					
1	OCT 14 09/30/14	RSVP OCT 2014 RENT	350.00		18445	2985 15 450330	530	101004
124549	74686S	572 VERIZON WIRELESS	263.07					
1	9731608064 09/30/14	ICAC CELL PHONE	263.07		19327	1000 5 420140	220	101000
124550	74687S	3039 UTILITIES UNDERGROUND LOCATION	298.48					
1	4075077 09/30/14	LOCATES: JULY	149.24		19008	5210 23 430550	360	101000
2	4075077 09/30/14	LOCATES: AUGUST	149.24			5310 31 430630	360	101000
124551	74688S	999999 JOSH SEEKINS	308.07					
1	09/30/14	TRAVEL REQUEST: WTR SCHL:BZMN	89.34		18841	5210 22 430530	370	101000
2	09/30/14	TRAVEL REQUEST: WTR SCHL:BZMN	107.21			5210 80 430540	370	101000
3	09/30/14	TRAVEL REQUEST: WTR SCHL:BZMN	44.67			5310 32 430690	370	101000
4	09/30/14	TRAVEL REQUEST: WTR SCHL:BZMN	66.85			5310 33 430640	370	101000

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124552	74689S	999999	EMMANUEL SEMINOLE JR.	308.07					
1	09/30/14	TRAVEL TO WTR SCHL:BZMN		89.34		18842	5210 22 430530	370	101000
2	09/30/14	TRAVEL TO WTR SCHL:BZMN		107.21			5210 80 430540	370	101000
3	09/30/14	TRAVEL TO WTR SCHL:BZMN		66.85			5310 33 430640	370	101000
4	09/30/14	TRAVEL TO WTR SCHL:BZMN		44.67			5310 32 430690	370	101000
124553	74690S	2090	MONTANA LEAGUE OF CITIES & TOWNS	50.00					
1	09/30/14	ALEC HANSON RETRMNT CONTRB		50.00*		18665	1000 1 410200	220	101000
124554	74691S	660	CUSTER COUNTY CLERK & RECORDER	31.00					
1	09/30/14	RECORD RES 3747		31.00		18666	1000 3 410500	220	101000
124555	74693S	523	CITY SERVICE, INC.	41,847.78					
1	W007739	09/30/14	FUEL FILTERS/TRMNL FEE/PARTS	1,872.79		19527	5610 87 430300	230	101000
2	C020284	09/30/14	AVIATION FUEL	38,124.99		19528	5610 87 430300	237	101000
3	SEE ABOVE	09/30/14	TRUCK RENTAL	1,850.00		19529	5610 87 430300	530	101000
124556	74694S	4020	SCHIEFFERT PROPERTIES	300.00					
1	OCT 2014	09/30/14	HIST PRES RENT:10/14	300.00*			2935 11 460461	531	101000
124557	74692S	498	CENTURY LINK	111.80					
1	4062321524	09/30/14	TELEPHONE/INTERNET	111.80			2935 11 460461	345	101000
124558	74697S	523	CITY SERVICE, INC.	595.46					
1	VARIOUS	09/30/14	FINANCE CHARGES: \$400 WAIVED	595.46		19530	5610 87 430300	220	101000
124559	74695S	2450	POSTMASTER (UTILITIES)	1,040.57					
1	124558	09/30/14	WATER/SEWER BILLS	520.29			5210 25 430510	311	101000
2	124558	09/30/14	WATER/SEWER BILLS	520.28			5310 29 430610	311	101000
124560	74698S	999999	DENISE BONTRAGER	422.50					
1	09/30/14	TRAVEL REIMB: BOZEMAN		422.50		18668	1000 5 420140	370	101000
124561	74696S	999999	BRANDEN STEVENS	361.68					
4	09/30/14	MT EMS CONFERENCE		361.68		18725	5510 10 420730	370	101000
124562	74699S	999999	TIM LETKE	69.00					
1	09/30/14	REFUND: BLDG PERMIT #6567		69.00		19017	2394 323010		101000
124563	74700S	2471	POSTMASTER	122.06					
1	09/30/14	POST CARDS: PUB MTG RE CDBG		122.06*			2935 11 460465	311	101036

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124564	74701S	2579 ROBERT PECCIA & ASSO	2,614.57					
1	1	09/30/14 PRJ 14803: MONTANA LIFT	1,649.84*		19020	5310 32 430690	357	101000
2	11	09/30/14 PRJ 14804: PHASE II WWTP	964.73*		19020	5310 33 430630	940	101000
124565	74702S	278 TITAN MACHINERY	62,875.87					
1	95281	09/30/14 SEWER CAMERA	62,875.87		19018	5310 31 430630	940	101000
124566	74703S	1970 MONTANA DAKOTA UTILITIES	26,513.31					
1		09/30/14 GAS/ELECTRIC	447.12			1000 7 420460	341	101000
2		GAS/ELECTRIC	20.29			1000 7 420460	344	101000
3		GAS/ELECTRIC	509.25			1000 8 411230	341	101000
4		GAS/ELECTRIC	38.94			1000 8 411230	344	101000
5		GAS/ELECTRIC	437.40			1000 13 460433	341	101000
6		GAS/ELECTRIC	41.18			1000 13 460433	344	101000
7		GAS/ELECTRIC	234.06*			1000 14 460445	341	101000
8		GAS/ELECTRIC	0.00			1000 21 440600	341	101000
9		GAS/ELECTRIC	0.00			1000 21 440600	344	101000
10		GAS/ELECTRIC	690.98			2220 16 460100	341	101000
11		GAS/ELECTRIC	27.84			2220 16 460100	344	101000
12		GAS/ELECTRIC	9,887.80			2400 46 430263	341	101000
13		GAS/ELECTRIC	4,493.00			2400 46 430263	533	101000
14		GAS/ELECTRIC	1,822.74			2420 48 430263	341	101000
15		GAS/ELECTRIC	675.90			2420 48 430263	533	101000
16		GAS/ELECTRIC	128.83			2430 49 430263	341	101000
17		GAS/ELECTRIC	1,159.78			2440 50 430263	341	101000
18		GAS/ELECTRIC	0.00			2470 72 430263	341	101000
19		GAS/ELECTRIC	0.00			2470 72 430263	533	101000
20		GAS/ELECTRIC	0.00			2480 47 430263	341	101000
21		GAS/ELECTRIC	82.20			2510 107 430220	341	101000
22		GAS/ELECTRIC	18.74			2510 107 430220	344	101000
23		GAS/ELECTRIC	3.21			2520 108 430220	341	101000
24		GAS/ELECTRIC	4.69			2520 108 430220	344	101000
25		GAS/ELECTRIC	4,438.48			5210 22 430530	341	101000
26		GAS/ELECTRIC	47.10			5210 22 430530	344	101000
27		GAS/ELECTRIC	8.03*			5210 23 430550	341	101000
28		GAS/ELECTRIC	11.72			5210 23 430550	344	101000
29		GAS/ELECTRIC	8.03			5310 31 430630	341	101000
30		GAS/ELECTRIC	11.71			5310 31 430630	344	101000
31		GAS/ELECTRIC	729.56			5310 32 430690	341	101000
32		GAS/ELECTRIC	0.00			5310 32 430690	344	101000
33		GAS/ELECTRIC	0.00			5310 33 430640	341	101000
34		GAS/ELECTRIC	173.88			5510 10 420730	341	101000
35		GAS/ELECTRIC	7.88			5510 10 420730	344	101000
36		09/30/14 GAS/ELECTRIC	0.00		19524	5610 87 430300	341	101000
37		09/30/14 GAS/ELECTRIC	0.00		19524	5610 87 430300	344	101000
38		GAS/ELECTRIC	321.58			6040 910 430220	341	101000

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39		GAS/ELECTRIC		31.39			6040 910 430220	344	101000
124567	74713S 999999	ZACHERY TALBOT		115.71					
1	09/30/14	WATER/SEWER DEPOSIT REFUND		115.71			5210 214010		101000
124568	74714S 999999	JIM STODDARD		2.80					
1	09/30/14	WATER/SEWER DEPOSIT REFUND		2.80			5210 214010		101000
124569	74715S 999999	LORIE PETERSON		21.17					
1	09/30/14	WATER/SEWER DEPOSIT REFUND		21.17			5210 214010		101000
124570	74716S 999999	KELSEY MARMON		115.07					
1	09/30/14	WATER/SEWER DEPOSIT REFUND		115.07			5210 214010		101000
124571	74717S 999999	MATHEW COLE		15.12					
1	09/30/14	WATER/SEWER DEPOSIT REFUND		15.12			5210 214010		101000
124572	74718S 999999	DEBB WHITE		50.00					
1	09/30/14	REFUND WTR/SEWER DEPOSIT		50.00			5210 214010		101000
124573	74719S 999999	JADE SUALATA		7.70					
1	09/30/14	REFUND WTR/SEWER DEPOSIT		7.70			5210 214010		101000
124574	74720S 4006	AIRPORT INN		44.25					
1	09/30/14	LUNCH FOR 911 DAY		44.25		18446	2985 15 450330	220	101004
124575	74721S 4046	BILL RONNING		109.65					
1	09/30/14	CELL PHONE REIMB		87.72		19443	2510 107 430220	345	101000
2	09/30/14	CELL PHONE REIMB		21.93			2520 108 430220	345	101000
124576	74722S 999999	C.A. GRENZ		156.80					
1	09/30/14	TRAVEL TO BILLINGS:BRD/HSNG		156.80		18671	1000 1 410200	370	101000
124577	74723S 237	CPI COLLECTION PROFESSIONALS INC		113.53					
1	09/30/14	WATER/SEWER COLLECTIONS		56.76			5210 25 430510	350	101000
2	09/30/14	WATER/SEWER COLLECTIONS		56.77			5310 29 430610	350	101000
124578	74724S 636	CRIDCO, LLC		140.00					
54619, 54850, 54930, 54460, 54556									
1	54631 09/30/14	WATER		18.00		19526	5610 87 430300	220	101000
2	SEE ABOVE 09/30/14	WATER (124578-B)		122.00		19533	5610 87 430300	220	101000

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124579	74725S 4001 CRITELLI COURIERS, INC.	500.00							
1	2014-08311 09/30/14 PARTNERS CONTRACT	275.00		18920	2880 39 460100	311	101020		
2	0106 09/30/14 PARTNERS CONTRACT (124579B)	225.00		18924	2880 39 460100	311	101000		
124580	74726S 652 CUSTER COUNTY SHERIFF	1,500.00							
1	10000379 09/30/14 JAIL: SHIPLEY:8/1/4-8/26/14	1,500.00*		18051	1000 6 410300	220	101000		
124581	74727S 700 CUSTER COUNTY WATER & SEWER	11,535.23							
1	09/30/14 WATER/SEWER COLLECTIONS	11,535.23			7980 211020		101000		
124582	74728S 721 DALES CLEANING SERVICE	600.00							
1	09/30/14 CLEAN CITY H ALL:SEPT	600.00		19445	1000 8 411230	360	101000		
124583	74729S 999999 DAWN RHODS	10.00							
1	09/30/14 REFUND OF UNUSED PARK FEE	10.00		18656	1000 346020		101000		
124584	74730S 716 DANA KEPNER CO	15,039.79							
	4037015-04, 37183-02, 37310-00, 37127-01, 37274-0, 37345-00								
1	VARIOUS 09/30/14 OPERATING EXPENSES	9,359.79		19013	5210 23 430550	220	101000		
2	VARIOUS 09/30/14 R & M SUPPLIES	5,680.00			5210 23 430550	230	101000		
124585	74731S 1286 DENNIS HIRSCH	3,408.10							
1	09/30/14 SEPT BUILDING PERMITS	3,408.10		19442	2394 18 420531	350	101000		
124586	74732S 999999 DEBBIE COX	7.15							
1	09/30/14 REIMB: POSTAGE	7.15		18117	1000 4 411100	311	101000		
124587	74733S 4005 DEPT OF LABOR & INDUSTRY	100.00							
1	001571 CITY HALL ELEVATOR PERMIT	100.00		19439	1000 8 411230	360	101000		
124588	74734S 4022 MARILYNN FORMAN	575.00							
1	SEPT CLEAN CITY SHOP: SEPT	225.00		19438	6040 910 430220	360	101000		
2	SEPT CLEAN POLICE DEPARTMENT: SEPT	350.00		19330	1000 5 420140	350	101000		
124589	74735S 999999 DESERT MOUNTAIN CORP	5,146.71							
1	14-36536 09/30/14 ICE SLICER	4,117.37		19432	2510 107 430220	220	101000		
2	14-36536 09/30/14 ICE SLICER	1,029.34			2520 108 430220	220	101000		
124590	74736S 800 DOEDEN CONSTRUCTION	242.00							
1	46261 09/30/14 2614 PLEASANT/11 PIONEER CIR	242.00		19014	5210 23 430550	235	102270		

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124591	74737S	790 DPC INDUSTRIES	1,881.77					
		DE72000163, 727000393, 727000391						
1	VARIOUS	09/30/14 DEMURRAGE/3 15# CYL;1 000# CY	1,421.85		18846	5210 80 430540	222	101000
2	VARIOUS	09/30/14 DEMURRAGE/3 15# CYL;1 000# CY	459.92			5310 33 430640	222	101000
124592	74738S	870 EAST MAIN ANIMAL CLINIC	456.75					
1	VARIOUS	09/30/14 VET SERV: SHELTER ANIMALS	456.75		19334	1000 21 440600	350	101000
124593	74739S	4031 ED CURNAN	75.00					
1		09/30/14 POLICE COMMISSION: 2 1/4 14-15	75.00			1000 5 420140	350	101000
124594	74740S	902 ENERGY LABORATORIES INC	1,662.00					
		340950131, 340950863, 340951029, 340951144, 340951652, 340951782						
1	VARIOUS	09/30/14 WATER/SEWER LAB TESTING	933.00		18850	5210 80 430540	352	101000
2	VARIOUS	09/30/14 WATER/SEWER LAB TESTING	729.00			5310 33 430640	352	101000
124595	74704S	999999 ERIC LEGGATE	168.12					
1		09/30/14 TRAVEL REIMB: BOZEMAN	168.12		18669	1000 5 420140	370	101000
124596	74741S	4086 FALLON COUNTY TIMES	70.00					
1		09/30/14 2 YEAR SUBSCRIPTION	70.00		18921	2220 16 460100	382	101000
124597	74742S	4010 FELT, MARTIN, FRAZIER & WELDON,	1,268.75					
1		09/30/14 #5: MALENOVSKY; #2: SHIPP	1,268.75		18667	1000 3 411101	350	101000
124598	74743S	4087 FIRE APPARATUS REPAIR, LLC	1,200.00					
1		3445 09/30/14 PUMP TEST	1,200.00		18724	1000 7 420460	360	101000
124599	74744S	979 FIREMANS COMPANY	73.00					
1		5329 09/30/14 RECHARGE FIRE EXTING	73.00		19324	1000 5 420140	220	101000
124600	74745S	1050 FRANKS BODY SHOP	253.00					
1		43518,4352 09/30/14 PD TOWS	253.00		19332	1000 5 420140	220	101000
124601	74746S	4079 GILBERT LAW OFFICE	1,970.73					
1		36472 09/30/14 WATER COURT LEGAL SERV	1,970.73		18672	1000 4 411100	350	101000
124602	74747S	4012 HEATHER ROOS	60.00					
1		176,177 09/30/14 SUPERVISOR CELL REIMB OCT/NOV	60.00		18337	2850 105 420140	345	101000
124603	74748S	1321 HOLMLUND MOBILE LOCK & KEY	346.00					
1		29712 09/30/14 REPL KNOBS/CYLINDERS:WTP	65.00		18845	5210 22 430530	360	101000
2		29712 09/30/14 REPL KNOBS/CYLINDERS:WTP	65.00		18845	5210 80 430540	360	101000
3		29712 09/30/14 REPL KNOBS/CYLINDERS:WTP	108.00		18845	5210 22 430530	230	101000
4		29712 09/30/14 REPL KNOBS/CYLINDERS:WTP	108.00		18845	5210 80 430540	230	101000

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124604	74749S	1361 INTERSTATE ENGINEERING		2,110.50					
1	19497	09/30/14 20" WTRMAIN REPL		2,110.50		19011	5210 23 430550	357	101000
124605	74750S	4089 INTERSTATE POWER SYSTEMS		1,039.22					
1	R007030471	09/30/14 REPAIR T-19		1,039.22		18716	1000 7 420460	364	101000
124606	74751S	1986 JACKS BODY SHOP		166.00					
1	9/12/14	09/30/14 INSTALL EXHAUST		34.00		18713	5510 10 420730	230	101000
2	2621	09/30/14 TOW:PONTIAC GRAND AM		132.00		19339	1000 5 420140	220	101000
124607	74752S	999999 JEFF NOBLE		19.99					
1		09/30/14 MONITOR CABLE (REIMB)		19.99		18119	1000 4 411100	214	101000
124608	74753S	1407 KDRMAS LEE & JACKSON INC		42,294.35					
1	10030333	09/30/14 ENG SERV: FLOOD PROJ 2409116		42,294.35*		19440	1000 201 431200	350	101000
124609	74754S	4045 LAND SOLUTIONS, INC.		4,102.45					
1	9/27/14	09/30/14 CONSULTING SERVICES		4,102.45		15941	1000 36 411020	350	101000
124610	74755S	1535 LUCAS & TONN PC		650.00					
1		09/30/14 WESTLAW: SEPT/AUG		200.00			1000 4 411100	350	101000
2		09/30/14 LEGAL SERV: QUINLAN: AUG/SEPT		450.00			1000 4 411100	350	101000
124611	74756S	1571 MACS FRONTIERLAND		540.05					
1	1120	09/30/14 WINDSHIELDS		540.05		18722	5510 10 420730	364	101000
124612	74757S	999999 MARK AHNER		159.04					
1		09/30/14 TRAVEL TO BILLINGS: HOUSING		159.04		18670	1000 2 410100	370	101000
124613	74758S	4033 MARK HILDERBRAND		75.00					
1		09/30/14 POLICE COMM PMT: 2ND QTR 14-15		75.00			1000 5 420140	350	101000
124614	74759S	1637 RONNING ENTERPRISES dba MARTIN		2,766.00					
1	229	09/30/14 SIGN PIPE		2,212.80		19441	2510 107 430220	242	101000
2	229	09/30/14 SIGN PIPE		553.20			2520 108 430220	242	101000
124615	74760S	4002 MUNICIPAL EMERGENCY SERVICES,		136.30					
1	100555517	09/30/14 SCBA REPAIR		136.30		18717	1000 7 420460	230	101000
124616	74761S	288 MILES CITY AREA CHAMBER OF		68.09					
1		09/30/14 POSTAGE: NEWSLETTER MAILING		68.09*		18447	2985 15 450330	311	101004

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124617	74762S 4084 MILES CITY AREA ECONOMIC	5,000.00							
1	09/30/14 DUES FOR FY 14-15	5,000.00*		18674	1000 2 410100	350	101000		
124618	74763S 1737 MC AREA SOLID WASTE DISTRICT	79.00							
1	4351A 09/30/14 ANIMAL DISPOSAL	79.00		19325	1000 21 440600	220	101000		
124619	74764S 268 MILES CITY SANITATION INC.	191.00							
1	49100852 09/30/14 PD GARBAGE SERVICE	86.00		19321	1000 5 420140	346	101000		
2	49100958 09/30/14 GARBAGE SERVICE: WTP	60.00		18847	5310 33 430640	346	101000		
3	4A107024 09/30/14 AIRPORT GARBAGE SERVICE	45.00		19538	5610 87 430300	220	101000		
124620	74765S 1921 Montana Municipal Interlocal	349.30							
1	814014 09/30/14 PEARCE WINDSHIELD	349.30		19437	1000 8 411230	230	101000		
124621	74766S 2139 MONTANA SEAL & PACKING	440.13							
1	1044532 09/30/14 SEAL:BALSAM LIFT	440.13		18852	5310 32 430690	230	101000		
124622	74767S 1983 MOORE MEDICAL CORP	156.07							
1	01250538 09/30/14 MEDICAL SUPPLIES	156.07		18715	5510 10 420730	222	101000		
124623	74768S 2151 MORRISON & MAIERLE INC	3,740.02							
1	19117 09/30/14 MANAGED SERVICES	865.00		18340	2850 105 420140	350	101000		
2	19223 09/30/14 I.T. TECHNICAL WORK	2,875.02		19331	1000 5 420140	350	101000		
124624	74769S 292 NAXIN SAFETY	67.04							
1	3114 09/30/14 WTP MEDICAL SUPPLIES	39.32		18849	5210 80 430540	222	101000		
2	3115 09/30/14 WWTP MEDICAL SUPPLIES	27.72		18849	5310 33 430640	222	101000		
124625	74770S 2270 NORTHWEST PIPE INC	7,590.83							
	1343860, 1346307, 1359620								
1	VARIOUS 09/30/14 PARTS/REPAIR SUPPLIES	4,682.25		19005	5210 23 430550	234	101000		
2	VARIOUS 09/30/14 PARTS/REPAIR SUPPLIES	765.96		19016	5210 23 430550	230	101000		
3	VARIOUS 09/30/14 6" HYDRANT W/VALVES	2,142.62		19006	5210 23 430550	235	102270		
124626	74771S 2421 PIONEER RESEARCH	179.90							
1	240121 09/30/14 EN SOLV	179.90		18853	5310 32 430690	222	101000		
124627	74772S 327 QUALITY SEPTIC & SEWER SERVICE	400.00							
1	2897 09/30/14 SEWER: 15 S. MERRIAM	400.00		19009	5310 31 430630	360	101000		
124628	74773S 3229 ROLLING RUBBER	18.00							
1	51086 09/30/14 BALANCE TIRES	18.00		18723	5510 10 420730	364	101000		

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124629	74774S	4039 SCOTT GRAY	84.98					
1	09/30/14	CELL PHONE REIMB	67.98		19444	2510 107 430220	345	101000
2	09/30/14	CELL PHONE REIMB	17.00		19444	2520 108 430220	345	101000
124630	74775S	4013 SOLESTONE REIMB SERVICES	4,533.56					
1	6340 09/30/14	AMB BILLING: AUGUST	4,533.56		18718	5510 10 420730	350	101000
124631	74776S	2814 SOUTHEAST CONSULTING SERVICES	150.00					
1	9/16/14 09/30/14	FORENSIC INTERVIEW 9/4/14	150.00		19329	1000 5 420140	350	101000
124632	74777S	2808 SOUTHEASTERN MT DEVELOPMENT CORP	8,646.00					
1	105779 09/30/14	FY 14-15 MEMBERSHIP DUES	8,646.00		18673	1000 2 470300	350	101000
124633	74778S	4085 SENSUS	1,570.34					
1	ZA15006266 09/30/14	FY14-15 SYSTEM SUPPORT	785.17		18676	5210 25 430510	360	101000
2	ZA15006266 09/30/14	FY14-15 SYSTEM SUPPORT	785.17*		18676	5310 29 430610	360	101000
124634	74779S	2903 TIRE-RAMA	1,775.16					
1	1060155469 09/30/14	UNIT #10	710.06		17336	2510 107 430220	363	101000
2	1060155469 09/30/14	UNIT #10	177.52			2520 108 430220	363	101000
3	1060155469 09/30/14	UNIT #10	443.79			5210 23 430550	363	101000
4	1060155469 09/30/14	UNIT #10	443.79			5310 31 430630	363	101000
124635	74780S	278 TITAN MACHINERY	1,989.76					
1	363471CL 09/30/14	REPAIR CAMERA	1,989.76		19010	5310 31 430630	350	101000
124636	74781S	999999 TOM SPEELMON	150.00					
1	SKU8177436 09/30/14	REIMB:STEEL-TOED BOOTS	42.86		18844	5210 22 430530	226	101000
2	SKU8177436 09/30/14	REIMB:STEEL-TOED BOOTS	42.86			5210 80 430540	226	101000
3	SKU8177436 09/30/14	REIMB:STEEL-TOED BOOTS	53.56			5310 32 430690	226	101000
4	SKU8177436 09/30/14	REIMB:STEEL-TOED BOOTS	10.72			5310 33 430640	226	101000
124637	74782S	368 TUMBLEWOOD ENVIRONMENTAL INC.	2,750.00					
1	OCT 14 09/30/14	HEATH/SANITARIAN CONTRACT SERV	2,750.00			2270 37 440140	350	101000
124638	74783S	4081 ULTRAMAX	1,545.00					
1	140974 09/30/14	223 REM 55GR FAM 100 BOXES	1,545.00		19320	1000 5 420140	227	101000
124639	74784S	3286 WPCI	24.00					
1	SC99842 09/30/14	RAMDOM TESTING	12.00		19012	5210 23 430550	350	101000
2	SC99842 09/30/14	RAMDOM TESTING	12.00			5310 31 430630	350	101000

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124640	74785S	4090 BAGELA, USA LLC	440.64					
1	198	09/30/14 UNIT #67	352.51		17337	2510 107 430220	363	101000
2	198	09/30/14 UNIT #67	88.13			2520 108 430220	363	101000
124641	74786S	3291 BIG SKY CARWASH	40.18					
1	9/29/14	09/30/14 PD CARWASH	40.18		19340	1000 5 420140	220	101000
124642	74787S	485 CENTURY COMPANIES, INC.	5,100.00					
1	11852	09/30/14 HOT MIX	5,100.00		19448	2510 107 430233	350	101000
124643	74788S	999999 CITY OF BAKER	4,500.00					
1	2095	09/30/14 2006 DODGE CHARGER	4,500.00		19341	1000 5 420140	214	101000
124644	74789S	925 FARMERS ELEVATOR	69.48					
1	JN7051	09/30/14 OIL	69.48		19450	1000 13 460433	231	101000
124645	74790S	267 HAYNES ENTERPRISES	5,122.00					
1	379 & 380	09/30/14 5TH & ORR; N 6TH & PALMER	5,122.00		19452	2510 107 430234	350	101000
124646	74791S	2221 NEWMAN TRAFFIC SIGNS	306.25					
1	0278617	09/30/14 SIGNS	245.00		19449	2510 107 430220	242	101000
2	0278617	09/30/14 SIGNS	61.25			2520 108 430220	242	101000
124647	74792S	999999 PAUL GRUTKOWSKI	93.00					
1	09/30/14	REFUND OF OVERPAYMENT	93.00			5210 214010		101000
124648	74793S	636 CRIDCO, LLC	122.00					
54619,	54850,	54930, 54460, 54556						
1	VARIOUS	09/30/14 WATER & COOLER RENTAL	122.00		19533	5610 87 430300	220	101000
124649	74794S	291 ECOLAB PEST ELIMINATION DIVISION	62.00					
1	4656221	09/30/14 PEST CONTROL	62.00		19535	5610 87 430300	220	101000
124650	74795S	4059 ADVANTAGE CONSULTING LLC	7,500.00					
1	906,905,89	09/30/14 WILDLIFE HAZARD ASSMT	7,500.00*		19532	5610 87 430300	350	101000
124651	74796S	1407 KDRMAS LEE & JACKSON INC	5,500.00					
1	10030398	09/30/14 ALP MSTR PLN:9/26 TO 10/26	5,500.00*		19536	5610 87 430300	350	101000
124652	74797S	999999 GENERAL SERVICES ADMINISTRATION	1,132.35					
1	CLA13620	09/30/14 REFUND OF OVRPMT ON LEASE	1,132.35		19531	5610 343064		101000

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124653	74798S	1120 GLADER ELECTRIC CO	3,753.30					
		18851:74011, 74072, 74073, 74082, 74161, 74164						
		19433: 73230, 73738, 73236, 74015, 74019, 74196						
1	73321	09/30/14 RUNWAY BULBS	151.89*		19537	5610 87 430300	367	101000
2		SEE ABOVE 09/30/14 R & M SUPPLIES	105.08		18851	5310 32 430690	230	101000
3		SEE ABOVE 09/30/14 CONTR R & M	686.95			5310 32 430690	360	101000
4		SEE ABOVE 09/30/14 R & M SUPPLIES	778.72			5210 22 430530	230	101000
5		SEE ABOVE 09/30/14 CONTR R & M	1,200.00			5210 22 430530	360	101000
6		SEE ABOVE 09/30/14 PROFESSIONAL SERV	449.10		19433	1000 13 460433	350	101000
7		SEE ABOVE 09/30/14 R & M SUPPLIES	1.22			1000 13 460433	230	101000
8		SEE ABOVE 09/30/14 CONTR R & M	380.34			1000 8 411230	360	101000
124654	74799S	1330 HOLY ROSARY HEALTH CENTER	1,025.08					
		PD PO NOS. 19326,19323, 19336						
		INV NOS. 500109012, 500108146, 500110919						
1		SEE ABOVE 09/30/14 DUI BLOOD DRAW	627.75			1000 5 420140	350	101000
2	14-9005133	09/30/14 MEDICAL SUPPLIES	397.33		18714	5510 10 420730	222	101000
124655	74800S	910 EVERGREEN LANDSCAPING	1,767.14					
1	6083	09/30/14 TRIANGLE PARK	1,526.14		19446	1000 13 460433	350	101000
2	5927	09/30/14 BASE UNIT & MODULE	241.00		19435	1000 13 460433	230	101000
124656	74801S	869 EAST MONT' COMMUNICATIONS	481.25					
1	27009/2694	09/30/14 REPROGRAM UNIT #5;K-9 REPA	171.50		19317,	1000 5 420140	220	101000
		19319						
2	26644	09/30/14 RADIO REPAIR	119.00		18720	5510 10 420730	300	101000
3	26740B	09/30/14 PWR SUPPLY & INSTALL	63.50		18854	5210 22 430530	230	101000
4	26740B	09/30/14 PWR SUPPLY & INSTALL	63.50			5210 80 430540	230	101000
5	26740B	09/30/14 PWR SUPPLY & INSTALL	31.88			5210 22 430530	360	101000
6	26740B	09/30/14 PWR SUPPLY & INSTALL	31.87			5210 80 430540	360	101000
124657	74802S	673 CUSTER NETWORK AGAINST DOMESTIC	2,567.50					
1		09/30/12 2ND QTR FY 14-15	2,567.50			7471 212500		101000
124658	74803S	671 CUSTER COUNTY TREASURER	1,459.35					
1		09/30/12 2ND QTR FY 14-15	1,459.35			7467 212200		101000
124659	74804S	2580 REYNOLDS WAREHOUSE GROCERY	17.45					
1		09/30/14 BOTTLED WATER	17.45*		18054	1000 6 410300	220	101000
124660	74706S	523 CITY SERVICE, INC.	1,866.00					
1	W009007	09/30/14 TRUCK RENTAL	1,850.00		19544	5610 87 430300	530	101000
2	W008650	09/30/14 PHILLIPS 66 TRMNL FEE	16.00			5610 87 430300	230	101000

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Claim Details
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* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
124661	74707S	498 CENTURY LINK		1,965.87					
1	09/30/14	911 PHONE SYSTEM		1,965.87		18343	2850 105 420140	350	101000
124662	74805S	4065 ZEIER CONSULTING		5,236.78					
1	1606 09/30/14	PROF SERVIC: PHASE II of TIFD		4,462.50			2935 11 460466	350	101000
2	1606 09/30/14	TRAVEL: PHASE II OF TIFD		774.28*			2935 11 460465	370	101000
124663	74806S	52 ABC GLASS INC		600.00					
1	10039605 09/30/14	SPOTTED EAGLE SIGN		600.00		19454	1000 13 460434	740	101000
124664	74807S	2632 RZ WELDING		1,800.00					
1	16442 09/30/14	SPOTTED EAGLE BENCHES		1,800.00		19453	1000 13 460434	740	101000
124665	74808S	2830 STAR PRINTING & SUPPLY		84.92					
1	218271 09/30/14	COPY CONTRACT		55.17		18926	2220 16 460100	320	101000
2	129044 09/30/14	THANK YOU AD		29.75			2220 16 460100	320	101000
124666	74809S	872 EASTERN MONTANA IND		325.00					
1	161984 09/30/14	JANITORIAL SERVICE		325.00		18925	2220 16 460100	360	101000
# of Claims 145				Total:	413,821.46				
					413,821.46				

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$108,513.53
2220 LIBRARY	
101000 Cash - Operating	\$2,315.62
2270 Health	
101000 Cash - Operating	\$2,750.00
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$3,764.04
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$14,380.80
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$2,498.64
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$128.83
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,172.81
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.84
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$0.00
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$100.03
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$23,131.37
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$3,242.45
2850 911 EMERGENCY	
101000 Cash - Operating	\$3,221.31
2880 LIBRARY GRANTS	
101000 Cash - Operating	\$225.00
101020 Cash - Op/ILL	\$275.00
2935 Historic Preservation	
101000 Cash - Operating	\$5,648.58
101036 Cash HP- CDBG-ED Grant	\$122.06
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	\$469.98
101004 RSVP Non-Federal Cash Operating-Custer	\$716.29
101006 Cash- operating-Fallon	\$368.76
5210 WATER UTILITY	
101000 Cash - Operating	\$41,958.17
102270 Cash - Curb Stop Replacement Fee	\$3,045.17
5310 SEWER UTILITY	
101000 Cash - Operating	\$84,050.01
5510 AMBULANCE FUND	
101000 Cash - Operating	\$14,989.05
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$61,113.05
6040 PUBLIC WORKS	
101000 Cash - Operating	\$1,096.99
7370 TBID	
101000 Cash - Operating	\$18,560.00
7467 Law Enforcement Academy Surcharge	
101000 Cash - Operating	\$1,459.35

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CITY OF MILES CITY
Fund Summary for Claims
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Fund/Account	Amount
7471 CIVIL LEGAL ASSIST/VICTIM DOM VIOLENCE	
101000 Cash - Operating	\$2,567.50
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$11,535.23
Total:	\$413,821.46
