



# **CITY OF MILES CITY**

## **AGENDA**

*Regular Council Meeting*  
*City Council Chambers*

*August 28, 2018*  
*6:00 p.m.*

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

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

- |                                     |           |
|-------------------------------------|-----------|
| A. Regular City Council Meeting     | 8/14/2018 |
| B. Public Service Committee Meeting | 7/31/2018 |
| C. Special City Council Meeting     | 8/22/2018 |
| D. Finance Committee Meeting        | 8/23/2018 |

**2. SCHEDULE MEETINGS**

**3. REQUEST OF CITIZENS & PUBLIC COMMENT**

**4. APPOINTMENTS**

**5. PROCLAMATIONS**

**6. STAFF REPORTS – K9 Raffle Drawing**

**7. CITY COUNCIL COMMENTS**

**8. MAYOR COMMENTS**

**9. COMMITTEE RECOMMENDATIONS**

**10. BID OPENINGS**

**11. BID AWARDS - Industrial Park for Lots 30, 31 & 32  
Darling Addition Project**

**12. PUBLIC HEARINGS**

- A. RESOLUTION NO. 4176- A Resolution Pursuant to 2-9-212 of The Montana Code Annotated, Authorizing A Permissive Medical Levy for FY 2018-2019 to Fund Group Health Insurance Premium Contributions by The City and Providing For Hearing Thereon**
- B. RESOLUTION NO. 4177- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 165 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- C. RESOLUTION NO. 4178 - A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 167 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**

- D. **RESOLUTION NO. 4179 -A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 171 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- E. **RESOLUTION NO. 4180- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 172 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- F. **RESOLUTION NO. 4181- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 195 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- G. **RESOLUTION NO. 4182- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 202 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- H. **RESOLUTION NO. 4183- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 173 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- I. **RESOLUTION NO. 4184- A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 204 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 204 for the Fiscal Year 2018-2019**
- J. **RESOLUTION NO. 4185- A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 205 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 205 for the Fiscal Year 2018-2019**
- K. **RESOLUTION NO. 4186- A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 207 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 207 for the Fiscal Year 2018-2018**
- L. **PUBLIC HEARING on FY 2018/2019 Preliminary Budget**

**13. UNFINISHED BUSINESS**

- A. **OFFER OF AMENDMENTS TO FY 18/19 PRELIMINARY BUDGET**

14. CONSENT AGENDA

- A. **RESOLUTION NO. 4176- (*Second Reading*) A Resolution Pursuant to 2-9-212 of The Montana Code Annotated, Authorizing A Permissive Medical Levy for FY 2018-2019 to Fund Group Health Insurance Premium Contributions by The City and Providing For Hearing Thereon**
- B. **RESOLUTION NO. 4177- (*Second Reading*) A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 165 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- C. **RESOLUTION NO. 4178 - (*Second Reading*) A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 167 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- D. **RESOLUTION NO. 4179 -(*Second Reading*) A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 171 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- E. **RESOLUTION NO. 4180- (*Second Reading*) A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 172 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- F. **RESOLUTION NO. 4181- (*Second Reading*) A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 195 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- G. **RESOLUTION NO. 4182- (*Second Reading*) A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 202 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- H. **RESOLUTION NO. 4183- (*Second Reading*) A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 173 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**

- I. **RESOLUTION NO. 4184- *(Second Reading)* A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 204 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 204 for the Fiscal Year 2018-2019**
- J. **RESOLUTION NO. 4185- *(Second Reading)* A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 205 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 205 for the Fiscal Year 2018-2019**
- K. **RESOLUTION NO. 4186- *(Second Reading)* A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 207 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 207 for the Fiscal Year 2018-2019**

**15. NEW BUSINESS**

- A. **RESOLUTION NO. 4188- A Resolution Approving and Adopting a Final Budget for the City of Miles City for FY 2018-2019; Authorizing Procedure for Adjustments to Appropriations for Certain Fee Based Budgets; Authorizing Procedure for Transferring Appropriations Between Items Within the Same Fund**
- B. **RESOLUTION NO. 4189- A Resolution Electing to Operate Under the All-Purpose Mill Levy and Fixing the Tax Levy for the General Fund, Ambulance Fund and Airport Fund to be Levied and Assessed on all the Taxable Property in the City of Miles City for Fiscal Year 2018-2019**
- C. **RESOLUTION NO. 4191- A Resolution Approving a Real Property Lease Agreement Between the City of Miles City, Cowtown Ag Supply, LLC, For Certain Real Property Owned by Miles City, Montana**
- D. **RESOLUTION NO. 4192- A Resolution Approving the Donation of Real Property to the City From Sharon Ann Barger**
- E. **RESOLUTION NO. 4193- A Resolution Temporarily Closing Wilson Street West to South Strevell Ave and South Strevell Avenue From Wilson Street South to Cemetery Road to Motor Vehicles With a GVW of 20,000 Pounds or Greater**
- F. **RESOLUTION NO. 4194- A Resolution Authorizing the City of Miles City to Enter Into a Data Exchange License Agreement With Montana-Dakota Utilities Co. to Allow for Sharing of Certain Geographic Information System Mapping Information**
- G. **RESOLUTION NO. 4195- A Resolution Approving A Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-A Union**

**16. ADJOURNMENT**

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

# Minutes

## **REGULAR COUNCIL MEETING    August 14, 2018**

**6:00 p.m.**

### **CALL TO ORDER**

The Regular Council meeting was held Tuesday, August 14, 2018, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Jeff Erlenbusch, Kathy Wilcox and Susanne Galbraith.

Also present were City Attorney Dan Rice, Public Utilities Director Tom Speelmon, Public Works Director Scott Gray, Police Chief Doug Colombik, Fire Chief Branden Stevens, Historical Preservation Officer and Urban Resource Director Louise de Montigny, City Clerk Lorrie Pearce and recorder Ally Capps.

### **PLEDGE OF ALLEGIANCE**

Mayor Hollowell led the Council in the Pledge of Allegiance.

### **APPROVAL OF COUNCIL & COMMITTEE MINUTES**

#### **City Council Minutes: 7/24/2018**

- \*\*     *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of July 24, 2018, subject to any corrections, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 8-0.***

#### **Finance Committee Minutes: 7/19/2018**

- \*\*     *Councilperson Galbraith moved to approve the minutes of the Finance Committee minutes July 19, 2018, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 8-0.***

#### **Human Resource Minutes: 7/17/2018**

- \*\*     *Councilperson Wilcox moved to approve the minutes of the Human Resource Meeting July 17, 2018, subject to any changes, and seconded by Councilperson Erlenbusch. The motion **passed** by unanimous consent, 8-0.***

### **SCHEDULE MEETINGS**

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

- Special Council Meeting: Wednesday, August 22nd @ 6:00 p.m.
- Finance Meeting: Thursday, August 23rd @ 6:00pm

## **REQUEST OF CITIZENS & PUBLIC COMMENT**

Alice Jerrell 809 N. Lake, on N. Cottage there is a vacant lot, the weeds are four feet tall, and trees are growing up. The neighbor had been mowing the yard had been asked to stop mowing by someone in the City, and that the owner would be contacted. She recently heard the owner lives in Germany. On 604 N Cottage, notes were put on the car; either mow or I will call the City. So far, that person has mowed twice. All those weed seed blows in her yard and the neighbor's yard. Lots of goat heads and creeping jenny are spreading. Maybe you could hire some young boys from the High School to mow and then bill the owners that cannot take of their yards.

Gloria Grenz 506 Mississippi, expressed her concern over the weed issue around town. That people do not know the ordinances or codes for keeping their yards cleaned up and mowed. She wanted to ask the Council if she could remove a tree out front of the 600 Café on Main Street. The tree has grown and is blocking the sign and effecting parking in front of the café. The roots are starting to make the sidewalk uneven. It is hard to get walkers down the sidewalk and hard for snow removal. Director Gray mentioned the Main Street Beautification project was how the trees started downtown. He did not mind removing the old tree but would like to plant another tree after the Bucking Horse Sale in May 2019. Semi-trucks park by the dentist office and leave their trucks all day. Could the City add signage to discourage truck parking in the City on Main Street and by Riverside Park for only two-hour parking? The old railroad depot, it used to be a good idea. I think we should look for way to bring people into Miles City to have things for the kid to do. Instead of spending, time and money on a building that is clearly falling apart.

## **APPOINTMENTS**

None

## **PROCLAMATIONS**

None

## **STAFF REPORTS**

**Director Gray** – The Oasis will be closing on August 21, 2018 and the Froggy Pool the day after Labor Day. Park Foreman Stone is looking into signage from ABC Glass for the Maurice Hilleman Sports Complex.

**Chief Colombik**- There has been 100 felony charges so far this year. The raffle drawing for the pistols will be on August 28, during the Council Meeting. The public has donated approximately \$30,000.00 for the police drug dog. The money for the canine has been mailed for training.

**City Clerk Pearce** – There is a Leadership Program starting September 27, if anybody was interested to stop by her office.

## **CITY COUNCIL COMMENTS**

**Councilperson Andrews**-Had comments from his Ward on the slough and the smell that it was emitting. He did not think the culvert was plugged, but had gone to check. Director Gray commented with the late snowmelt and the rain the slough had not had a chance to dry. The hot weather we have been having is helping and that should help decrease the smell.

Councilperson Andrews also expressed that this year's budget was a mess and one of the hardest to have to work on. This is the first year that the budget did not balance. Recommending a policy be put in place that Departments get a base budget and it will increase two percent annually. That way you are not starting the budget process with numbers that are not sustainable for the City.

Councilperson Andrews asked Mayor Hollowell if he had heard any updates on the Depot. Mayor Hollowell responded he had not heard back from Mr. Bell on the Burlington Northern Santa Fe Depot, at that time Mr. Bell was on vacation.

**Councilperson Uden-** Added his thoughts on next year's budget and that wage increases not be looked into until after budget is finalized and approved.

Commenting to the public in attendance, that unless you are a mathematic wizard understanding the complexity involved reading the budget or the process, it would not make any sense. He asked Councilperson Galbraith, "Were does the budget sit right now as far as black or red?" Councilperson Galbraith responded that right now it is in the red. The City does have a cash carry over or a reserve, in case something comes up. The City will need around \$159K to carry the City over until next tax season.

**Councilperson Huber-** Wanted to mention he had a stopped by the Oasis and talked to Mathew Donnelly, one of the Life Guards on duty. Life Guard Donnelly was very polite and gave a tour of the grounds. Also, mentioning if you get a chance to go by Denton Field, look at the announcing booth, the new stairs are completed and look very professional and safe.

**Councilperson Gardner-**Had stopped by the Fire Station; Chief Stevens showed him around and explained some of the issues that need immediate addressing. He wanted to thank Chief Stevens for taking the time for the tour and sharing his thoughts and concerns on the Fire Department. Councilperson Gardner had also received calls on the slough regarding the large amount of mosquitoes in the area. Would there be a possibility of getting a City worker to go there and spray or add something to the water where they would not be able to hatch? Director Gray replied the County is in charge of spraying. Councilperson Gardner would be contacting a County Commissioners to see what could be organized to solve the mosquito problem.

## **MAYOR COMMENTS**

The Mayor handed out two plaques; in recognition of professional conduct and work on behalf of the citizens of Miles City for the 2018 budget to: City Clerk Lorrie Pearce and Councilperson Galbraith. An anonymous donor had donated the plaques. He was glad to give recognition and appreciation for the hard work that went into this year's budget. Councilperson Galbraith added the Finance Committee on a whole should get recognition for their hard work and the hours that went into this year's budget.

NLC Service Line Warranty Program has collaborated with The National League of Cities and Towns along with Montana State League of Cities and Towns indorsing the NLC Service Line Warranty Program. They are asking for Council's consideration in promoting protection on water damage that may happen inside the house. Utilities Director Speelmon said the average monthly cost per household would be six to ten dollars. NLC Service Line Warranty Program sends out notification on city letterhead and then pays a royalty to the City. Mayor



Hollowell asked Council if they would like to hear more about NLC Service Warranty Program or should their representative have a presentation to show Council, or recommend to Public Service for follow up. Council Person Galbraith thought sending a Public Service Announcement might be a better idea and less confusing for Citizens then mailing their notice out on city letterhead.

*\*\* Councilperson Erlenbusch moved to table the discussion until further information is available, seconded by Councilperson Gardner. On a roll call, vote the motion passed by majority vote, 7-1. One Councilperson opposed.*

## **COMMITTEE RECOMMENDATIONS**

None

## **BID OPENINGS**

Industrial Park for Lots 30, 31 & 32- There was one bid received for amount of, \$2129.00 by Mr. Kmetz.

*\*\* Councilperson Uden referred the bid to the Finance Committee, and seconded by Councilperson Wilcox. The motion passed by unanimous consent, 8-0.*

## **BID AWARDS**

None

## **PUBLIC HEARINGS**

### **A. RESOLUTION NO. 4174- A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2017-2018 for State of Montana Payments on Behalf of Retirement Accounts and Providing for Hearing Thereon**

Mayor Hollowell called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

### **B. Public Hearing on Preliminary Budget for fiscal year 2018-2019**

Mayor Hollowell called for Proponents three times then called for Opponents,

Citizen Gail Krezelak 3405 Stower, spoke against the budget cuts for three departments, City Court, the City Prosecutor's office and Police Department. City Court sent letters to the Mayor and Council members stating per Montana Statute, Council cannot cut our budget. Cutting hours for these three departments would have a huge detrimental effect on the City. Administration paper work needs processing in a timely manner and cutting hours will recreate problems that were an issue in the past. Cutting a police officer, Citizen Krezelak felt was leaving the department without adequate back up on shifts and this would be dangerous for Police Officers on duty.

Police Chief Colombik added he had an Officer go out to a call and it ended up being a very dangerous situation with a newly released felon from Texas State Prison and he tried to kill one of our Officer's.

Mayor Hollowell called for comments from proponents three times, then opponents three times and, hearing none, declared the hearing closed.

## **UNFINISHED BUSINESS**

- A. **RESOLUTION NO. 4174- *(Second Reading)* A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2017-2018 to Increase the Budgeted Amount in Fund # 2270-037-440140-350**

**\*\* *Councilperson Galbraith moved to approve the Resolution, read by title only and seconded by Councilperson Wilcox. On roll call vote, the motion passed by unanimous consent, 8-0.***

## **2. CONSENT AGENDA**

- A. **RESOLUTION NO. 4176- *(First Reading)* A Resolution Pursuant to 2-9-212 of The Montana Code Annotated, Authorizing A Permissive Medical Levy for FY 2018-2019 to Fund Group Health Insurance Premium Contributions by The City and Providing For Hearing Thereon**
- B. **RESOLUTION NO. 4177- *(First Reading)* A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 165 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
- C. **RESOLUTION NO. 4178 - *(First Reading)* A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 167 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019**
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- E. **RESOLUTION NO. 4180- *(First Reading)* A Resolution Levying and**

Assessing A Tax Upon All Property in Special Improvement Lighting District No. 172 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019

- F. RESOLUTION NO. 4181- *(First Reading)* A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 195 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019
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- K. RESOLUTION NO. 4186- *(First Reading)* A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 207 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 207 for the Fiscal Year 2018-2019

*\*\*Councilperson Uden moved to approve items A- K of the Consent Agenda. After a short discussion, he removed his motion.*

*\*\*Councilperson Uden moved to approve items A-K under the consent agenda, seconded by Councilperson Wilcox.*

*On roll call vote, the motion passed by unanimous consent, 8-0.*

### **3. REGULAR NEW BUSINESS**

**A. RESOLUTION NO. 4190- A Resolution Authorizing the City of Miles City to Enter Into a Grant Agreement With the Federal Aviation Administration for Environmental Study and Snow Removal Equipment Acquisition**

*\*\*Councilperson Galbraith moved to enter into the agreement, seconded by Councilperson Wilcox. On roll call vote, the motion passed, 8-0.*

**B. Discussion on the Future of the Fire Department Building**

Fire Chief Stevens received a letter from the Building Inspector allowing emergency access only in the older part of the station. This will allow the fire trucks to stay in the building. The ridge cap will still need replacing on the roof. Montana Municipal Interlocal Authority, is still willing to insure the vehicles in the building but will not be insuring the building itself. Equipment will have to be stored out of the old portion of the station and will lead to having to move the sleeping quarters into what are now the administrative offices. There has been an offer to donate administrative office space for up to three years. There are some parameters to the use of the building. A few requests are for the City to pay the property taxes and utilities fees. The emergency response time will be delayed until we can come up with a new response plan. The Training Center is due to break ground in September on the current planned location. Councilperson Andrews asked if there was a possibility of postponing the Training Center. Chief Stevens said he had looked into it but the company that makes them does not have room to store a pre made unit. If the Training Center is moved to Miles City and not set up there is only a one-year warranty whether it is fully functional or being stored. Councilperson Uden asked if the roof was repaired would the fire station then be deemed safe. Chief Stevens explained the fire station needs a roof, cross members, purlins and rafters. The floor joists need to be removed and the actual supports may need to be replaced as well, we will know once the sheetrock is removed. The floors are also a problem, the floors were not constructed to hold the weight and as they settle, the building is moving and losing structural soundness. If a remodel happens to the Fire Station it would require to bring everything up to code; updating the electrical, plumbing, adding a fire sprinkler system and the building would be required to have ADA accessibility. Chief Stevens recommended to Council that the Fire Station be used for emergency access only. Replace the ridge cap that insurance will pay for. Place the administrative offices offsite and the portion of the building that is administrative offices now be remodeled into bunkrooms for fire fighters. The fire station was built on gumbo and gravel. Engineers are looking to see if a new station can even be built in the same location. I

think we should go to the public and ask for a mill levy. If they vote it down then we will see what we have to do. If they vote for it we have the support of the community. Then we can go to the architectural analyst report and engineers to give the City a true cost report. Councilperson Wilcox voiced her concern if Chief Stevens really believed the current plan would get the fire department through the winter. He replied we will let the community decide, it is their decision if they choose not to support a new station then we just go back to the drawing board. Chief Stevens replied we are looking at all our options and as a Community, I do believe this is something we can overcome together.

**C. Discussion on City's business license policy**

Councilperson Andrews shared his thoughts on the current Business License Policy for the City at this time there is not a fee to have a business license or a requirement. What is the advantage to have a business license in Miles City? In 2019 there have been 26 business licenses issued, 2017 there were 4, 2016 there were 13, 2015 there were 15. With hundreds of businesses in Miles City if the City does not charge for the license and there are administrative expense incurred to produce the license. Would Council consider in the future eliminating the process of a business license?

Gloria Grenz 506 Mississippi, the City may lose control on the kinds of business in town if not kept monitored.

Mayor Hollowell responded that lack of enforcement over the last forty years is part of the problem. The Council has looked into different cities and enforcement policies to see what Miles City can do effectively with the policy on Business Licenses.

Ruth Kuchynka 618 N. 5<sup>th</sup> Street, as a business owner , having a business license for the State of Montana is a requirement, the fee is \$25.00 annually. Paying a \$10.00 fee for a city business license does not seem excessive. It would help put some money in the coffers and cover administration fees.

There was further discussion for and against the business license policy.

**\*\*** *Council person Wilcox made a motion to refer this policy to the Finance Committee for further review, seconded by Councilperson Galbraith. The motion passed by unanimous consent, 8-0.*

**D. Approval on July Claims**

**\*\*** *Councilperson Huber moved to approve the July claims and seconded by Councilperson Uden, On roll call vote, the motion passed by unanimous consent, 8-0.*

**ADJOURNMENT**

*\*\* Councilperson Uden moved to adjourn the meeting, seconded by Councilperson Wilcox and passed unanimously.*

The meeting adjourned at 7:55 p.m.

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**John Hollowell, Mayor**

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**Ally Capps, Recorder**

## **PUBLIC SERVICE COMMITTEE MEETING**

### **July 31, 2018**

The Public Service Committee met Tuesday, July 31, 2018 at 5:30 pm in the City Hall Conference Room, 17 S. 8<sup>th</sup> Street, Miles City, Montana.

Present were Committee Members: Dwayne Andrews, Ken Gardner, Kathy Wilcox and Chairperson John Uden and Minute Recorder Ally Capps.

Committee Chair Uden called the meeting to order at 5:40pm.

1. **Request of Citizens/Public Comment**  
-None-
2. **Committee Member Comments**  
-None-
3. **Unfinished Business**  
-None-
4. **New Business**

**Review and make recommendations for installing a “No Parking Private Drive”, sign for private residence at 1014 Milwaukee Drive across from Garfield School.**

Citizen Dennis Hafla 1014 Milwaukee, gave history on his experiences when Garfield School is in session. Parents dropping and picking up children have been disrespectful and unconcerned about parking and blocking the drive of their home. Asking politely to those parked in his drive, a parent has told him, she is just picking up her child and left her car in the driveway and walked away. He has one car pull out only to have another car take its place and double parking in front of the drive at peak hours is a problem. Citizen Hafla feels his relationship with the police department is strained and has not had the support from the officers as he had in the past with his parking issues. He asked the committee to have the City install a, “No Parking – Private Drive” at his residence to avoid having this school session cause the same issues as in the past.

Committee Member Gardner explained in the past the City did post a private drive sign close to school, but in that case, both of the people using the driveway were disabled.

Citizen Hafla, mentioned he has put cones out in front of his driveway in the past and that did deter parking in the driveway plus the neighbor’s driveway. A person ran over the cones and parked in the driveway, so he asked the Miles City Police Department to reimburse the cost of the cones and Police Department did not do so.

He did not feel that this was his responsibility to place cones in the driveway every morning and afternoon. Committee Member Gardner explained that the City has a new Code Enforcement Officer and maybe this school year would be

an improvement over the last few years with an extra officer on shift during school hours.

Committee Member Uden promised Mr. Hafla that he would personally talk to Police Chief Colombik so he would be aware of the trouble Mr. Hafla was having and could help come up with a solution for this school season.

Citizen Hafla responded that he was very familiar with Officer Mark Winkley and has complained to him in the past of noxious weeds on Garland and went on to explain other address that he has also reported to Officer Winkley.

Committee Member Andrews commented that this is a seasonal problem and only during certain times of the day. If the cones have worked in the past and were successful then Mr. Hafla should continue with what has worked.

Committee Member Wilcox explained she also lives by a school and it gets busy in the morning and especially busy during the end of the school day. The parking problem is citywide and needs to be addressed by the City Planning Board.

Citizen Hafla said what gave him the idea was a residence by Washington School has a "No Parking – Private Drive" sign and that seems to be working for him.

Committee Member Uden commented that you are allowed to post a sign that states "No Parking – Private Drive", at your residence. It would be easier for the police to enforce, because the person parked in the driveway now had parked in a spot that is noticed as "private".

Committee Member Andrews recommended that Mr. Hafla get a post and put up a sign stating "No Parking – Private Drive" if he feels that will work. Mr. Hafla stated he did not have the necessary tools to put up the sign.

*\*\*Committee Member Uden made a motion to recommend to Council to approve adding the "No Parking – Private Drive" on the 1014 Milwaukee Avenue residence.*

*\*\* Hearing no second, Council Member Uden asked again for a second, hearing none the motion failed.*

## **5. Adjournment**

*\*\*Committee Member Wilcox moved to adjourn, seconded by Committee Member Uden, motion **passed** unanimously.*

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John Uden, Committee Chair

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Ally Capps, Recorder



**SPECIAL COUNCIL MEETING      August 22, 2018**  
**6:00 p.m.**

**CALL TO ORDER**

The Special Council meeting was held Wednesday, August 22, 2018, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Council Members present were Dwayne Andrews, John Uden, Rick Huber, Jeff Erlenbusch, Kathy Wilcox, Susanne Galbraith, and Ken Gardner. Councilperson Brant Kassner and Mayor Hollowell were excused.

Also present were Public Works Director Scott Gray, Public Utilities Director Tom Speelmon, and City Clerk/Minute Recorder Lorrie Pearce.

**PLEDGE OF ALLEGIANCE**

Chairperson Galbraith led the Council in the Pledge of Allegiance.

**REQUEST OF CITIZENS & PUBLIC COMMENT**

None

**BID OPENINGS-** Darling Addition Project

Two bids were received:

Montana Civil, LLC bid \$259,026 for Schedule 1 (Water Improvements) - \$140,818 for Schedule 2 (Storm Drain Improvements) - \$507,040 for Schedule 3 (Street Improvements) for a total of \$906,884. Bond was included

Diamond J Construction bid \$282,481 for Schedule 1 (Water Improvements) - \$231,289 for Schedule 2 (Storm Drain Improvements) - \$569,518 for Schedule 3 (Street Improvements) for a total of \$1,083,288. Bond was included

*\*\* Councilperson Uden moved to forward the bids to the Finance Committee for review, seconded by Councilperson Andrews. The motion passed unanimously.*

**NEW BUSINESS**

None

**ADJOURNMENT**

*\*\* Councilperson Wilcox moved to adjourn the meeting, seconded by Councilperson Andrews and passed unanimously.*

The meeting was adjourned at 6:07 p.m.

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**Susanne Galbraith, Chairperson**

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**Lorrie Pearce, City Clerk**

## Finance Committee Meeting

August 23, 2018

The Finance Committee met Thursday, August 23, 2018 at 6:00 p.m. in the City Hall Conference room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rick Huber, Dwayne Andrews and Kathy Wilcox.

Also present were: Public Utility Director Tom Speelmon, Public Works Director Scott Gray, Planner II Dawn Colton and City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

1. Request of Citizens:
2. Review and Recommendation on bids received for Darling Addition Project

KLJ e-mailed a presentation that showed a tabulation of the bids received, and a letter to Director Gray recommending MT Civil, LLC. The letter explained the company is new and received many positive references.

*\*\* Committee Member Andrews moved to recommend to Council to approve MT Civil, LLC, and seconded by Committee Member Huber. The motion passed 4-0*

3. Review and Recommendation on bids received for Industrial Park Lease on Lot 30,31&32

*\*\* Committee Member Huber moved to recommend to Council to approve the bid received for the Industrial Park Lease, and seconded by Committee Member Wilcox.*

Planner Colton explained that when the bid was advertised, it was advertised for tracts with paved road frontage at a minimum bid of 0.025 per square foot. She later discovered that lots 30, 31, and 32 are gravel road frontage. The committee can either accept the bid as received, which is actually higher than the minimum bid for 0.020 per square foot, or advertise the lots again at the correct per square foot cost.

*\*\* Committee Member Huber withdrew his motion.*

*\*\* Committee Member Huber moved to recommend to Council to re-advertise at the correct price per square foot, and seconded by Committee Member Wilcox. The motion passed 4-0*

4. RESOLUTION NO. 4176- A Resolution Pursuant to 2-9-212 of The Montana Code Annotated, Authorizing A Permissive Medical Levy for FY 2018-2019 to Fund Group Health Insurance Premium Contributions by The City and Providing For Hearing Thereon

*\*\* Committee Member Wilcox moved to recommend to Council to approve the resolution, and seconded by Committee Member Huber.*

Clerk Pearce explained that 23.98 mills will be taxed to help pay for medical benefits to City employees.

*\*\* The motion passed 4-0*

5. RESOLUTION NO. 4177- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 165 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019

*\*\* Committee Member Wilcox moved to recommend to Council to approve the resolution, and seconded by Committee Member Andrews.*

Clerk Pearce explained the taxable amount increased \$1.91 per lot.

*\*\* The motion passed 4-0*

6. RESOLUTION NO. 4178 - A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 167 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019

*\*\* Committee Member Wilcox moved to recommend to Council to approve the resolution, and seconded by Committee Member Huber.*

Clerk Pearce explained the taxable amount increased \$10.90 per lot.

*\*\* The motion passed 4-0*

7. RESOLUTION NO. 4179- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 171 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019

*\*\* Committee Member Huber moved to recommend to Council to approve the resolution, and seconded by Committee Member Wilcox.*

Clerk Pearce explained the taxable amount increased \$.27 per lot.

*\*\* The motion passed 4-0*

8. RESOLUTION NO. 4180- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 172 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019

*\*\* Committee Member Wilcox moved to recommend to Council to approve the resolution, and seconded by Committee Member Huber.*

Clerk Pearce explained the taxable amount increased \$24.52 per lot.

Director Gray explained the increase was to replace a few of the lights to LED. He said it will take about 3-4 years to complete the project.

*\*\* The motion **passed** 4-0*

9. RESOLUTION NO. 4181- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 195 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019

*\*\* Committee Member Huber moved to recommend to Council to approve the resolution, and seconded by Committee Member Wilcox.*

Clerk Pearce explained the taxable amount decrease \$ 3.32 per lot.

*\*\* The motion **passed** 4-0*

10. RESOLUTION NO. 4182- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 202 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019

*\*\* Committee Member Wilcox moved to recommend to Council to approve the resolution, and seconded by Committee Member Huber.*

Clerk Pearce explained the taxable amount increased \$ 3.32 per lot.

*\*\* The motion **passed** 4-0*

11. RESOLUTION NO. 4183- A Resolution Levying and Assessing A Tax Upon All Property in Special Improvement Lighting District No. 173 to Defray the Cost of Leasing, Maintenance and Electrical Current in Said Special Improvement Lighting District and Authorizing And Directing Payment Therefore, For the Fiscal Year 2018-2019

*\*\* Committee Member Huber moved to recommend to Council to approve the resolution, and seconded by Committee Member Wilcox.*

Clerk Pearce explained the taxable amount increased \$ 15.52 per lot.

Director Gray explained that two lights will be converted to LED.

*\*\* The motion passed 4-0*

12. RESOLUTION NO. 4184- A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 204 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 204 for the Fiscal Year 2018-2019

*\*\* Committee Member Wilcox moved to recommend to Council to approve the resolution, and seconded by Committee Member Huber.*

Clerk Pearce explained the taxable amount increased \$ 76.72 per lot.

Director Gray explained the increase is to cover the Darling Addition Project expenses and build up cash for snow removal.

*\*\* The motion passed 4-0*

13. RESOLUTION NO. 4185- A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 205 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 205 for the Fiscal Year 2018-2019

*\*\* Committee Member Huber moved to recommend to Council to approve the resolution, and seconded by Committee Member Wilcox.*

Clerk Pearce explained the taxable amount increased \$ 67.18 per lot.

Director Gray explained the increase will cover the cost for the slough study and flood assessment. Also, he would like to build up cash for snow removal.

*\*\* The motion passed 4-0*

14. RESOLUTION NO. 4186- A Resolution Levying and Assessing A Tax Upon All of the Property Within Maintenance District No. 207 To Defray The Cost of Maintaining The Improvements in The Said Maintenance District No. 207 for the Fiscal Year 2018-2019

*\*\* Committee Member Wilcox moved to recommend to Council to approve the resolution, and seconded by Committee Member Huber.*

Clerk Pearce explained the taxable amount decreased \$ 41.18 per lot.

*\*\* The motion passed 4-0*

15. RESOLUTION NO. 4191- A Resolution Approving a Real Property Lease Agreement Between the City of Miles City, Cowtown AG Supply, LLC, for Certain Real Property Owned by Miles City, Montana

*\*\* Committee Member Wilcox moved to recommend to Council to approve the lease, and seconded by Committee Member Huber.*

Planner Colton explained that the lease will keep the lease amount the same for one more year since the lease has already been paid for this year and the additional projects would not start until next spring. Cowtown representative Steve Morris explained that the buildings would not be operable for about two years. Committee Member Andrews recommended that the dollar amount increase extends to two years instead of one.

Committee Member Wilcox recommended changing the date under "Special Circumstances" from June 30, 2019 to September 30, 2019.

*\*\* Committee Member Wilcox amended her motion to add changing the lease amount increase from one year to two years and change the date under special circumstance from June 30, 2019 to September 30, 2019, and seconded by Committee Member Huber.*

*\*\* The motion **passed** 4-0*

**16. RESOLUTION NO. 4192- A Resolution Approving the Donation of Real Property to the City From Sharon Ann Barger**

*\*\* Committee Member Wilcox moved to recommend to Council to approve the resolution, and seconded by Committee Member Galbraith.*

Chairperson Galbraith explained the City Clerk has asked the County to exempt the City from paying \$970.00 in back taxes. Clerk Pearce said she had not heard back from them.

There was a short discussion as to the disposal of the building, which no one knew of the cost. The consensus of the Committee was that even if the City had to pay for the taxes and disposal of the building it would be beneficial to the City since the land is by the dike.

*\*\* The motion **passed** 4-0*

**17. Adjournment**

*\*\* Committee Member Wilcox moved to adjourn the meeting, seconded by Committee Member Andrews and **passed** unanimously, 4-0.*

The meeting was adjourned at 7:24 p.m.

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**Susanne Galbraith, Chairperson**

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**Lorrie Pearce Recorder/City Clerk**

# Bids Received

# BID PROPOSAL FOR LEASING CITY LANDS

## Property Description:

Lots 30, 31, 32 of the Industrial Park, Sec 32, T8N R47E. 29,000 square feet each

## Minimum Bid:

\$0.025 per square foot

## Proposed Bid:

\$ 2129

## Bidder Name, Address, Phone No:

GREG & ALICE KMETZ  
70 SPRANDEL LANE  
Miles City MT 59301  
406 853 1636

## Proposed Use:

- ① PRE & POST JOB STORAGE FOR NOLLEG'S WELDING
- ② RENT TO CONST. COMPANY (EXAMPLE: RENT TO FRONTIER CONST)
- ③ CONSTRUCTION OF RENTAL SHOP
- ④ ALL CONSTRUCTION PROJECTS WILL BE WITH CITY APPROVAL

## To be completed by City Staff:

Date Received:

Time Received:

Accepted By:





August 23, 2018

Scott Gray, Public Works Director  
City of Miles City  
PO Box 910  
Miles City, MT 58301  
Sent via email to: sgray@milescity-mt.org

Re: Darling Addition Street and Utilities Rehabilitation - Phase 1 – Recommendation of Award

Dear Scott:

Bids for the Darling Addition Street and Utilities Rehabilitation-Phase 1 project were received August 22, 2018. Two bids were opened and read aloud at the special City Council meeting, totaling \$906,884.00 and \$1,084,288.00, respectively. KLJ's opinion of probable construction cost was \$1,043,508.00. The lowest bid was checked for mathematical accuracy and no discrepancies were found.

The low bidder is Montana Civil, LLC, which is a relatively new construction company based in Kalispell. The owners are two brothers with many years' experience completing projects similar to Darling Addition. They intend to subcontract paving and traffic control to Poteet Construction out of Missoula. Early this morning they provided us several project references along with a list of all subcontractors and suppliers. Throughout the day today, we have visited with references including engineering firms and local public works directors, and all have been positive. We are familiar with their suppliers, who are reputable companies. Upon request, we also received written verification from Montana Civil that they can begin in mid-September and intend to complete the work this fall, weather permitting.

We recommend the contract be awarded for Schedules 1-3 combined total bid amount of \$906,884.00. Enclosed is the Notice of Award for the City's approval. Please sign, date and return three (3) original forms; upon receipt, we will work with Montana Civil to route final Contracts for the City's approval.

We have also attached a copy of the Certified Tabulation of Bids received for your records. If you have any questions or concerns, please contact Travis Copper or me at (406) 245-5499.

Sincerely,

KLJ

A handwritten signature in dark ink, appearing to read 'Carl Jackson'.

Carl Jackson, PE  
Project Manager

Enclosure(s): Notice of Award  
Tabulation of Bids

Project #: 2416112

cc: Travis Copper, Tom Speelmon, Sam Malenovsky (sent via email)

## Notice of Award

Date: \_\_\_\_\_

Project: Darling Addition Street and Utilities Rehabilitation – Phase 1

Owner: City of Miles City

Owner's Contract No.:

Contract: Total Combined Bid of Schedules 1-3

Engineer's Project No.: 2416112

Bidder: Montana Civil, LLC

Bidder's Address: 307 1<sup>st</sup> Avenue East #11

Kalispell, MT 59901

You are notified that your Bid dated August 22, 2018 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Darling Addition Street and Utilities Rehabilitation – Phase 1.

The Contract Price of your Contract is Nine Hundred Six Thousand, Eight Hundred Eighty-Four and 00/100 Dollars (\$906,884.00).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

(tbd) sets of Drawings will be delivered separately for otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: (none)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Miles City

Owner

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer

**TABULATION OF BIDS**  
**DARLING ADDITION STREET AND UTILITIES REHABILITATION - PHASE 1 KLJ#2416112**  
**CITY OF MILES CITY, MONTANA**  
**August 22, 2018**



|      |   |       |       | Engineers Opinion of Cost |              | Montana Civil, LLC |              | Diamond J Construction, LLC |              |
|------|---|-------|-------|---------------------------|--------------|--------------------|--------------|-----------------------------|--------------|
| Item | Description                                     | Qty   | Unit  | Unit Price                | Total Price  | Unit Price         | Total Price  | Unit Price                  | Total Price  |
| 101  | <b>BASE BID SCHEDULE 1 - WATER IMPROVEMENTS</b> | 1     | LS    | \$ 14,200.00              | \$ 14,200.00 | \$ 23,000.00       | \$ 23,000.00 | \$ 5,000.00                 | \$ 5,000.00  |
|      | Mobilization                                    |       |       |                           |              |                    |              |                             |              |
| 102  | Taxes, Insurance and Bonds                      | 1     | LS    | \$ 7,100.00               | \$ 7,100.00  | \$ 8,000.00        | \$ 8,000.00  | \$ 14,308.00                | \$ 14,308.00 |
| 103  | Traffic Control                                 | 1     | LS    | \$ 7,100.00               | \$ 7,100.00  | \$ 12,000.00       | \$ 12,000.00 | \$ 5,000.00                 | \$ 5,000.00  |
| 104  | Remove Existing Gate Valve                      | 6     | EA    | \$ 300.00                 | \$ 1,800.00  | \$ 200.00          | \$ 1,200.00  | \$ 750.00                   | \$ 4,500.00  |
| 105  | Remove Existing Water Manhole and Valve         | 5     | EA    | \$ 1,000.00               | \$ 5,000.00  | \$ 1,500.00        | \$ 7,500.00  | \$ 750.00                   | \$ 3,750.00  |
| 106  | Remove Existing Fire Hydrant                    | 2     | EA    | \$ 500.00                 | \$ 1,000.00  | \$ 300.00          | \$ 600.00    | \$ 750.00                   | \$ 1,500.00  |
| 107  | Remove Existing Water Main                      | 1,265 | LF    | \$ 12.00                  | \$ 15,180.00 | \$ 8.00            | \$ 10,120.00 | \$ 20.00                    | \$ 25,300.00 |
| 108  | Temporary Water Service                         | 1     | LS    | \$ 17,000.00              | \$ 17,000.00 | \$ 32,000.00       | \$ 32,000.00 | \$ 10,000.00                | \$ 10,000.00 |
| 109  | Exploratory Excavation                          | 20    | Hours | \$ 400.00                 | \$ 8,000.00  | \$ 160.00          | \$ 3,200.00  | \$ 100.00                   | \$ 2,000.00  |
| 110  | 6" Gate Valve                                   | 8     | EA    | \$ 1,600.00               | \$ 12,800.00 | \$ 850.00          | \$ 6,800.00  | \$ 1,750.00                 | \$ 14,000.00 |
| 111  | 8" Gate Valve                                   | 1     | EA    | \$ 2,300.00               | \$ 2,300.00  | \$ 1,250.00        | \$ 1,250.00  | \$ 1,950.00                 | \$ 1,950.00  |
| 112  | 10" Gate Valve                                  | 2     | EA    | \$ 2,900.00               | \$ 5,800.00  | \$ 1,750.00        | \$ 3,500.00  | \$ 3,000.00                 | \$ 6,000.00  |
| 113  | Fire Hydrant Assembly                           | 3     | EA    | \$ 6,800.00               | \$ 20,400.00 | \$ 4,500.00        | \$ 13,500.00 | \$ 5,000.00                 | \$ 15,000.00 |
| 114  | Yard Hydrant                                    | 1     | EA    | \$ 2,200.00               | \$ 2,200.00  | \$ 600.00          | \$ 600.00    | \$ 1,900.00                 | \$ 1,900.00  |
| 115  | 6" Hydrant Tee                                  | 3     | EA    | \$ 1,200.00               | \$ 3,600.00  | \$ 450.00          | \$ 1,350.00  | \$ 900.00                   | \$ 2,700.00  |
| 116  | 6" Cross  | 2     | EA    | \$ 750.00                 | \$ 1,500.00  | \$ 600.00          | \$ 1,200.00  | \$ 900.00                   | \$ 1,800.00  |
| 117  | 6" 45-degree Elbow                              | 2     | EA    | \$ 575.00                 | \$ 1,150.00  | \$ 400.00          | \$ 800.00    | \$ 700.00                   | \$ 1,400.00  |
| 118  | 6" 22.5-degree Elbow                            | 2     | EA    | \$ 575.00                 | \$ 1,150.00  | \$ 400.00          | \$ 800.00    | \$ 700.00                   | \$ 1,400.00  |
| 119  | 6" 11.25-degree Elbow                           | 4     | EA    | \$ 575.00                 | \$ 2,300.00  | \$ 400.00          | \$ 1,600.00  | \$ 700.00                   | \$ 2,800.00  |
| 120  | 10" 45-degree Elbow                             | 2     | EA    | \$ 700.00                 | \$ 1,400.00  | \$ 650.00          | \$ 1,300.00  | \$ 900.00                   | \$ 1,800.00  |
| 121  | 10"x8" Reducer                                  | 1     | EA    | \$ 800.00                 | \$ 800.00    | \$ 750.00          | \$ 750.00    | \$ 750.00                   | \$ 750.00    |
| 122  | 8"x6" Reducer                                   | 2     | EA    | \$ 750.00                 | \$ 1,500.00  | \$ 550.00          | \$ 1,100.00  | \$ 600.00                   | \$ 1,200.00  |
| 123  | 6"x4" Reducer                                   | 3     | EA    | \$ 700.00                 | \$ 2,100.00  | \$ 450.00          | \$ 1,350.00  | \$ 500.00                   | \$ 1,500.00  |
| 124  | Connect to Existing Water Main                  | 12    | EA    | \$ 2,800.00               | \$ 33,600.00 | \$ 1,100.00        | \$ 13,200.00 | \$ 2,500.00                 | \$ 30,000.00 |
| 125  | 6" Dia. Water Main                              | 1,249 | LF    | \$ 65.00                  | \$ 81,185.00 | \$ 49.00           | \$ 61,201.00 | \$ 58.00                    | \$ 72,442.00 |
| 126  | 8" Dia. Water Main                              | 13    | LF    | \$ 68.00                  | \$ 884.00    | \$ 61.00           | \$ 793.00    | \$ 62.00                    | \$ 806.00    |
| 127  | 10" Dia. Water Main                             | 300   | LF    | \$ 71.00                  | \$ 21,300.00 | \$ 59.00           | \$ 17,700.00 | \$ 75.00                    | \$ 22,500.00 |
| 128  | Remove and Replace Existing Water Service       | 9     | EA    | \$ 2,000.00               | \$ 18,000.00 | \$ 700.00          | \$ 6,300.00  | \$ 2,000.00                 | \$ 18,000.00 |

**TABULATION OF BIDS**  
**DARLING ADDITION STREET AND UTILITIES REHABILITATION - PHASE 1 KLI#2416112**  
**CITY OF MILES CITY, MONTANA**  
**August 22, 2018**



|     |  |       |    |              |                      |              |                      |              |                        |
|-----|--|-------|----|--------------|----------------------|--------------|----------------------|--------------|------------------------|
| 129 | Flowable Fill  | 20    | CY | \$ 135.00    | \$ 2,700.00          | \$ 160.00    | \$ 3,200.00          | \$ 120.00    | \$ 2,400.00            |
| 130 | Type 2 Pipe Bedding  | 231   | CY | \$ 65.00     | \$ 15,015.00         | \$ 52.00     | \$ 12,012.00         | \$ 25.00     | \$ 5,775.00            |
| 131 | Trench Plug  | 18    | EA | \$ 200.00    | \$ 3,600.00          | \$ 350.00    | \$ 6,300.00          | \$ 250.00    | \$ 4,500.00            |
| 132 | Utility Crossings  | 6     | EA | \$ 200.00    | \$ 1,200.00          | \$ 800.00    | \$ 4,800.00          | \$ 250.00    | \$ 1,500.00            |
|     | <b>SCHEDULE 1 SUBTOTAL:</b>  |       |    |              | <b>\$ 312,864.00</b> |              | <b>\$ 259,026.00</b> |              | <b>\$ * 283,481.00</b> |
|     | <b>BASE BID SCHEDULE 2 - STORM DRAIN IMPROVEMENTS</b>                              |       |    |              |                      |              |                      |              |                        |
| 201 | Mobilization   | 1     | LS | \$ 7,700.00  | \$ 7,700.00          | \$ 12,000.00 | \$ 12,000.00         | \$ -         | \$ -                   |
| 202 | Taxes, Bonds, & Insurance  | 1     | LS | \$ 3,900.00  | \$ 3,900.00          | \$ 6,000.00  | \$ 6,000.00          | \$ 11,680.00 | \$ 11,680.00           |
| 203 | Traffic Control  | 1     | LS | \$ 3,900.00  | \$ 3,900.00          | \$ 7,500.00  | \$ 7,500.00          | \$ 5,000.00  | \$ 5,000.00            |
| 204 | Remove Existing Storm Drain Inlet  | 30    | EA | \$ 350.00    | \$ 10,500.00         | \$ 150.00    | \$ 4,500.00          | \$ 750.00    | \$ 22,500.00           |
| 205 | Remove Existing Storm Drain Manhole  | 4     | EA | \$ 650.00    | \$ 2,600.00          | \$ 1,500.00  | \$ 6,000.00          | \$ 500.00    | \$ 2,000.00            |
| 206 | Remove Existing Storm Drain Pipe   | 1,046 | LF | \$ 12.00     | \$ 12,552.00         | \$ 8.00      | \$ 8,368.00          | \$ 20.00     | \$ 20,920.00           |
| 207 | 48" Dia. Stormdrain Manhole over Existing Stormdrain Pipe                          | 2     | EA | \$ 4,300.00  | \$ 8,600.00          | \$ 3,500.00  | \$ 7,000.00          | \$ 4,900.00  | \$ 9,800.00            |
| 208 | 48" Dia. Storm Drain Manhole   | 6     | EA | \$ 3,500.00  | \$ 21,000.00         | \$ 3,000.00  | \$ 18,000.00         | \$ 5,000.00  | \$ 30,000.00           |
| 209 | Reconnect to Existing Storm Drain Inlet  | 2     | EA | \$ 1,500.00  | \$ 3,000.00          | \$ 1,800.00  | \$ 3,600.00          | \$ 2,500.00  | \$ 5,000.00            |
| 210 | Storm Drain Inlet  | 14    | EA | \$ 2,700.00  | \$ 37,800.00         | \$ 400.00    | \$ 5,600.00          | \$ 4,000.00  | \$ 56,000.00           |
| 211 | 18" Dia. Storm Drain Pipe  | 335   | LF | \$ 77.00     | \$ 25,795.00         | \$ 82.00     | \$ 27,470.00         | \$ 90.00     | \$ 30,150.00           |
| 212 | 15" Dia. Storm Drain Pipe  | 71    | LF | \$ 74.00     | \$ 5,254.00          | \$ 80.00     | \$ 5,680.00          | \$ 85.00     | \$ 6,035.00            |
| 213 | 12" Dia. Storm Drain Pipe  | 388   | LF | \$ 70.00     | \$ 27,160.00         | \$ 75.00     | \$ 29,100.00         | \$ 83.00     | \$ 32,204.00           |
|     | <b>SCHEDULE 2 SUBTOTAL:</b>  |       |    |              | <b>\$ 169,761.00</b> |              | <b>\$ 140,818.00</b> |              | <b>\$ 231,289.00</b>   |
|     | <b>BASE BID SCHEDULE 3 - STREET IMPROVEMENTS</b>                                   |       |    |              |                      |              |                      |              |                        |
| 301 | Mobilization   | 1     | LS | \$ 25,300.00 | \$ 25,300.00         | \$ 22,000.00 | \$ 22,000.00         | \$ 10,000.00 | \$ 10,000.00           |
| 302 | Taxes, Bonds, & Insurance  | 1     | LS | \$ 12,700.00 | \$ 12,700.00         | \$ 12,000.00 | \$ 12,000.00         | \$ 19,253.00 | \$ 19,253.00           |
| 303 | Traffic Control  | 1     | LS | \$ 12,700.00 | \$ 12,700.00         | \$ 8,000.00  | \$ 8,000.00          | \$ 15,000.00 | \$ 15,000.00           |
| 304 | Stormwater Management and Erosion Control  | 1     | LS | \$ 5,000.00  | \$ 5,000.00          | \$ 16,000.00 | \$ 16,000.00         | \$ 10,000.00 | \$ 10,000.00           |
| 305 | Concrete Pavement Removal  | 3,037 | SY | \$ 42.00     | \$ 127,554.00        | \$ 12.00     | \$ 36,444.00         | \$ 15.00     | \$ 45,555.00           |
| 306 | Concrete Sidewalk and Pedestrian Ramp Removal                                      | 359   | SY | \$ 15.00     | \$ 5,385.00          | \$ 12.00     | \$ 4,308.00          | \$ 15.00     | \$ 5,385.00            |
| 307 | Adjust Existing Manhole Rim Elevation to Finish Grade (Using new Floating Casting) | 2     | EA | \$ 1,500.00  | \$ 3,000.00          | \$ 800.00    | \$ 1,600.00          | \$ 1,000.00  | \$ 2,000.00            |
| 308 | Adjust Existing Manhole Rim Elevation to Finish Grade (Using Existing Casting)     | 2     | EA | \$ 710.00    | \$ 1,420.00          | \$ 350.00    | \$ 700.00            | \$ 500.00    | \$ 1,000.00            |
| 309 | Unclassified Excavation  | 677   | CY | \$ 30.00     | \$ 20,310.00         | \$ 24.00     | \$ 16,248.00         | \$ 40.00     | \$ 27,080.00           |
| 310 | Subgrade Stabilization   | 1,400 | SY | \$ 12.00     | \$ 16,800.00         | \$ 24.00     | \$ 33,600.00         | \$ 13.00     | \$ 18,200.00           |

**TABULATION OF BIDS**  
**DARLING ADDITION STREET AND UTILITIES REHABILITATION - PHASE 1 KLJ#2416112**  
**CITY OF MILES CITY, MONTANA**  
**August 22, 2018**



|                             |   |       |    |           |                      |           |                      |           |                       |
|-----------------------------|---|-------|----|-----------|----------------------|-----------|----------------------|-----------|-----------------------|
| 311                         | Crushed Road Base                           | 677   | CY | \$ 43.00  | \$ 29,111.00         | \$ 28.00  | \$ 18,956.00         | \$ 45.00  | \$ 30,465.00          |
| 312                         | Concrete Pavement                           | 2,782 | SY | \$ 75.00  | \$ 208,650.00        | \$ 93.00  | \$ 258,726.00        | \$ 100.00 | \$ 278,200.00         |
| 313                         | Temporary Pavement Patch                    | 173   | SY | \$ 14.00  | \$ 2,422.00          | \$ 36.00  | \$ 6,228.00          | \$ 58.00  | \$ 10,034.00          |
| 314                         | Combined Curb and Gutter                    | 321   | LF | \$ 25.00  | \$ 8,025.00          | \$ 26.00  | \$ 8,346.00          | \$ 50.00  | \$ 16,050.00          |
| 315                         | Monolithic Curb Returns                     | 189   | LF | \$ 30.00  | \$ 5,670.00          | \$ 28.00  | \$ 5,292.00          | \$ 50.00  | \$ 9,450.00           |
| 316                         | Concrete Sidewalk (4" thick)                | 875   | SF | \$ 14.00  | \$ 12,250.00         | \$ 12.00  | \$ 10,500.00         | \$ 10.00  | \$ 8,750.00           |
| 317                         | Concrete Pedestrian Ramp                    | 2,902 | SF | \$ 18.00  | \$ 52,236.00         | \$ 12.00  | \$ 34,824.00         | \$ 18.00  | \$ 52,236.00          |
| 318                         | Detectable Warning Panels                   | 260   | SF | \$ 40.00  | \$ 10,400.00         | \$ 35.00  | \$ 9,100.00          | \$ 28.00  | \$ 7,280.00           |
| 319                         | 12" Wide Pavement Stripe (Waterborne Paint) | 262   | LF | \$ 5.00   | \$ 1,310.00          | \$ 12.00  | \$ 3,144.00          | \$ 10.00  | \$ 2,620.00           |
| 320                         | 24" Wide Pavement Stripe (Waterborne Paint) | 64    | LF | \$ 10.00  | \$ 640.00            | \$ 16.00  | \$ 1,024.00          | \$ 15.00  | \$ 960.00             |
| <b>SCHEDULE 3 SUBTOTAL:</b> |   |       |    |           | <b>\$ 560,883.00</b> |           | <b>\$ 507,040.00</b> |           | <b>\$ 569,518.00</b>  |
| <b>Total of Base Bid</b>    |   |       |    | <b>\$</b> | <b>1,043,508.00</b>  | <b>\$</b> | <b>906,884.00</b>    | <b>\$</b> | <b>* 1,084,288.00</b> |

This represents a true tabulation of bids opened and read on August 22, 2018.

Travis Copper, PE  
Project Engineer  
Date: August 23, 2018

\* Indicates a mathematical correction made following the bid opening.

**PUBLIC HEARINGS  
&  
UNFINISHED BUSINESS**

## RESOLUTION NO. 4176

A RESOLUTION PURSUANT TO §2-9-212 OF THE MONTANA CODE ANNOTATED, AUTHORIZING A PERMISSIVE MEDICAL LEVY FOR FY 2018-2019 TO FUND GROUP HEALTH INSURANCE PREMIUM CONTRIBUTIONS BY THE CITY AND PROVIDING FOR HEARING THEREON

*WHEREAS*, the City of Miles City contributes funds for employee group health insurance premiums;

*AND WHEREAS*, §2-9-212 MCA permits the City of Miles City to levy an annual property tax, designated "Permissive Medical Levy," to fund the payment of such health insurance premiums in the amount in excess of the base contribution as determined under §2-18-703(4)(c) MCA for group benefits under §2-18-703 MCA;

*AND WHEREAS*, such levy is not subject to the mill levy limitation set forth in §15-10-420 MCA;

*AND WHEREAS*, the City of Miles City desires to levy such property tax for Fiscal Year 2018-2019;

*AND WHEREAS*, the provisions of §2-9-212(2)(b) MCA require public hearing upon any increase in such permissive medical levy prior to implementing such levy;

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

That a property tax levy of 23.98 mills be imposed, pursuant to §2-9-212 MCA, for the purposes of funding the premium for group health insurance for Fiscal Year 2018-2019.

**BE IT FURTHER RESOLVED** that a public hearing shall be held on the above proposed levy on the 28<sup>th</sup> day of August, 2018, at 6:00 p.m. in the City Hall Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4127 MCA, at least 2 times with at least 6 days separating each publication.

**SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 14<sup>th</sup> DAY OF AUGUST, 2018.**

---

John Hollowell, Mayor

ATTEST:

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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 28<sup>th</sup> DAY OF AUGUST, 2018.**

---

John Hollowell, Mayor

ATTEST:

---

Lorrie Pearce, City Clerk

ENTITY NAME:

FOR FISCAL YEAR ENDING:

= INPUT AREAS - PLEASE ENTER THE INFORMATION REQUESTED  
READ COMMENT BOXES IN CELLS FOR FURTHER GUIDANCE

= CELLS CONTAIN FORMULAS - VALUES WILL AUTOMATICALLY CALCULATE

### STEP #1

INPUT INFORMATION REQUESTED IN YELLOW CELLS.

|   |               | A           | B   | C  | D   |
|---|---------------|-------------|---|--|---|
|   |               | FISCAL YEAR | (LINE 1) BASE YEAR = TOTAL ACTUAL ANNUAL EMPLOYER CONTRIBUTION FOR GROUP BENEFITS IN BASE YEAR<br>(LINE 2) BUDGETING FOR = TOTAL BUDGETED ANNUAL EMPLOYER CONTRIBUTION FOR GROUP BENEFITS | C = (B + D) ÷ 12<br>AVERAGE MONTHLY EMPLOYER CONTRIBUTION PER EMPLOYEE | ACTUAL # OF EMPLOYEES FOR WHOM THE LOCAL GOVERNMENT MADE EMPLOYER CONTRIBUTIONS TO GROUP BENEFITS ON JULY 1st |
| 1 | BASE YEAR     | 2000        | \$236,436.00  | \$386.33   | 51  |
| 2 | BUDGETING FOR | 2019        | \$470,449.20  | \$739.70   | 53  |
| 3 |               |             | (C2 - C1) A DECREASE WILL SHOW AS -0- IN C3 INCREASE FROM BASE YEAR.  | \$333.37   | 2   |

### STEP #2

INPUT INFORMATION REQUESTED IN YELLOW CELL.

|   |  | E  |
|---|--|--|
|   |  | FOR FISCAL YEAR 2019<br>2018 CERTIFIED TAXABLE VALUATION |
| TAXABLE VALUE (less INCREMENTAL TAXABLE VALUE<br>(OF GENERAL FUND)) |  | \$9,372,619.00   |



FOR FISCAL YEAR ENDING:

STEP #3

CALCULATIONS OF:

- 1) BASE CONTRIBUTION
- 2) INCREASE IN EMPLOYER CONTRIBUTION FROM BASE YEAR

| F                              |  | G  |
|--------------------------------|--|--|
| $F = (C1 \times 12) \times D2$ |  | $G = (B2 - F)$                                   |
| BASE CONTRIBUTION              |  | INCREASE IN EMPLOYER CONTRIBUTION FROM BASE YEAR |
| \$245,708.00                   |  | \$224,741.20                                     |

STEP #4

INPUT INFORMATION REQUESTED IN YELLOW CELL

| FUND # 2372<br>PERMISSIVE MEDICAL LEVY |   |                  |                                       |
|--|---|------------------|---------------------------------------|
| H                                      | I   | J                | K                                     |
|  | $I = (G - J)$   | $J = (E + 1000)$ | $K = (J \times I)$                    |
|  | PERMISSIVE LEVY - FUND 2372<br># OF MILLS ALLOWED TO LEVY<br>(NOT SUBJECT TO 15-10-420) | VALUE PER MILL   | TOTAL GENERATED TAX REVENUE<br># 2372 |
|  | 23.98   | \$9,372.62       | \$224,741.20                          |

The Transition clause per L2009 SB 491, Section 4, has expired.

1. CHOICE #1  
PER sec 4, Ch. 412, L. 2009- (0)(b)

## RESOLUTION NO. 4177

**A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 165 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2018-2019.**

**WHEREAS**, the City Council for the City of Miles City, Montana did, on the 25th of February, 1968, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 165; and,

**WHEREAS**, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2018-2019 is estimated by the City Council at the sum of \$196,000 and,

**WHEREAS**, the property in said Special Improvement Lighting District No. 165 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2018-2019 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 165.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:**

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 165, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 165 amounting to 0.007092 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 165, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 28<sup>th</sup> day of August, 2018, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 165 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 14<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

**WHEREAS**, the above-entitled Resolution was filed in the Office of the City Clerk on the 14<sup>th</sup> day of August, 2018, and has ever since been on file in said office subject to public inspection.

**WHEREAS**, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

**WHEREAS**, a hearing on objections was conducted by the City Council on August 28<sup>th</sup>, 2018, pursuant to published notice;

**WHEREAS**, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2018-2019 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

**THEREFORE, BE IT RESOLVED** that the Resolution 4177 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2018-2019 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 28<sup>th</sup> day of August, 2018.

---

John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

## NON-LEVIED FUNDS - SUMMARY SCHEDULE

Page No.

\*if other than zero budget is not balanced

-55-

07/23/18  
08:08:09

CITY OF MILES CITY  
Expenditure Budget Report -- MultiYear Actuals  
For the Year: 2018 - 2019

Page: 1 of 3  
Report ID: B240

2400 LTG M D#165-(Gen City)

| Account | Object                            | Actuals |         |         |         | Current | %    | Prelim. | Budget  | Final   | % Old  |
|---------|-----------------------------------|---------|---------|---------|---------|---------|------|---------|---------|---------|--------|
|         |                                   | 14-15   | 15-16   | 16-17   | 17-18   | Budget  | Exp. | Budget  | Changes | Budget  | Budget |
| 430263  | STREET LIGHTING                   |         |         |         |         |         |      |         |         |         |        |
| 341     | Electric Utility Services         | 110,154 | 115,193 | 119,646 | 113,366 | 124,000 | 91%  | 114,000 |         | 114,000 | 92%    |
| 533     | Machinery and Equipment R         | 46,852  | 58,102  | 61,090  | 80,055  | 73,500  | 109% | 81,000  |         | 81,000  | 110%   |
|         | Account:                          | 157,006 | 173,295 | 180,736 | 193,421 | 197,500 | 98%  | 195,000 | 0       | 195,000 | 99%    |
| 521000  | Interfund Operating Transfers Out |         |         |         |         |         |      |         |         |         |        |
| 820     | Transfers to Other Funds          | 1,000   | 1,000   | 1,000   | 1,000   | 1,000   | 100% | 1,000   |         | 1,000   | 100%   |
|         | Account:                          | 1,000   | 1,000   | 1,000   | 1,000   | 1,000   | 100% | 1,000   | 0       | 1,000   | 100%   |
|         | Fund:                             | 158,006 | 174,295 | 181,736 | 194,421 | 198,500 | 98%  | 196,000 | 0       | 196,000 | 99%    |

07/20/18  
13:53:38

CITY OF MILES CITY  
Trial Balance  
For the Accounting Period: 6 / 18

Page: 1 of 10  
Report IE: L120

2400 I/TG M D#165-(Gen City)

| Account                                     | Beginning     | Debit     | Credit    | Net Change   | Ending Balance |
|---|---------------|-----------|-----------|--------------|----------------|
| ASSETS                                      |               |           |           |              |                |
| 101000 Cash - Operating                     | 53,940.85     | 7,997.34  | 15,554.91 | 7,557.57)    | 46,383.28      |
| 118130 Special Assessments Receivable 2013( | 26.44)        | 0.00      | 0.00      | 0.00         | ( 26.44)       |
| 118140 Special Assessments Receivables-201  | 39.03         | 0.00      | 0.00      | 0.00         | 39.03          |
| 118150 Special Assessments Receivables-201  | 106.00        | 0.00      | 28.22     | 28.22)       | 77.78          |
| 118160 Special Assessments Receivables-201  | 696.20        | 0.00      | 0.00      | 0.00         | 696.20         |
| 118170 Special Assessments Receivables-201  | 15,472.16     | 0.00      | 7,723.69  | 7,723.69)    | 7,748.47       |
| 172000 Revenues (Credit)                    | ( 195,618.88) | 0.00      | 7,997.34  | 7,997.34)    | ( 203,616.22)  |
| Total ASSETS                                | ( 125,391.08) | 7,997.34  | 31,304.16 | ( 23,306.82) | ( 148,697.90)  |
| LIABILITIES AND FUND EQUITY                 |               |           |           |              |                |
| 202000 Accounts Payable                     | 0.00          | 15,554.91 | 15,554.91 | 0.00         | 0.00           |
| 223000 Deferred Revenue/Uncollected Taxes   | 16,288.31     | 7,751.91  | 0.00      | 7,751.91)    | 8,536.40       |
| 242000 Expenditures (Debit)                 | ( 178,866.24) | 15,554.91 | 0.00      | 15,554.91)   | ( 194,421.15)  |
| 271000 Unreserved Fund Balance              | 37,186.85     | 0.00      | 0.00      | 0.00         | 37,186.85      |
| Total LIABILITIES AND FUND EQUITY           | ( 125,391.08) | 38,861.73 | 15,554.91 | ( 23,306.82) | ( 148,697.90)  |

## RESOLUTION NO. 4178

**A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 167 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2018-2019.**

**WHEREAS**, the City Council for the City of Miles City, Montana did, on the 25th of February, 1968, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 167; and,

**WHEREAS**, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2018-2019 is estimated by the City Council at the sum of \$33,000 and,

**WHEREAS**, the property in said Special Improvement Lighting District No. 167 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2018-2019 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 167.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:**

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 167, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 167 amounting to 0 .012824 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 167, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 28<sup>th</sup> day of August, 2018, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 167 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 14<sup>th</sup> day of August, 2018.

---

John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

**WHEREAS**, the above-entitled Resolution was filed in the Office of the City Clerk on the 14<sup>th</sup> day of August, 2018, and has ever since been on file in said office subject to public inspection.

**WHEREAS**, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

**WHEREAS**, a hearing on objections was conducted by the City Council on August 28, 2018, pursuant to published notice;

**WHEREAS**, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2018-2019 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

**THEREFORE, BE IT RESOLVED** that the Resolution 4178 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2018-2019 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 28<sup>th</sup> day of August, 2018.

---

John Hollowell, Mayor

ATTEST:

---

Lorrie Pearce, City Clerk



## NON-LEVIED FUNDS - SUMMARY SCHEDULE

Fiscal Year: 20\_\_\_\_

19

Page No.

| Fund #         | Fund Name              | (1)    | Budgeted Cash Reserve | Total Requirements | Cash Available<br>(Less current liabilities) | Total Non-Tax Revenues | Total Resources | Estimated Ending Cash Balance |
|----------------|------------------------|--------|-----------------------|--------------------|--|------------------------|-----------------|-------------------------------|
|                |                        | (2)    | (3)=(1)+(2)           | (4)                | (5)  | (6)=(3)+(5)            |                 |                               |
| 2420           | SID 167 33%            | 33,000 | 10,890                | 43,890             | 9,374  | 34,516                 | 43,890          | 10,890                        |
|                |                        |        | 0                     | 0                  |  | 0                      | 0               | 0                             |
| p <sup>r</sup> | SID 167 25% <u>25%</u> | 33,000 | 8,250                 | 41,250             | 9,374  | 31,876                 | 41,250          | 8,250                         |
|                |                        |        | 0                     | 0                  |  | 0                      | 0               | 0                             |
|                | SID 167 33%            |        | 0                     | 0                  |  | 0                      | 0               | 0                             |
|                |                        |        | 0                     | 0                  |  | 0                      | 0               | 0                             |
|                |                        |        | 0                     | 0                  |  | 0                      | 0               | 0                             |
|                |                        |        | 0                     | 0                  |  | 0                      | 0               | 0                             |
|                |                        |        | 0                     | 0                  |  | 0                      | 0               | 0                             |
|                |                        |        | 0                     | 0                  |  | 0                      | 0               | 0                             |
|                |                        |        | 0                     | 0                  |  | 0                      | 0               | 0                             |
|                | Last Year/66.036000    |        |                       | 0                  |  |                        | 0               | 0                             |
|                | 25%                    |        |                       | 0                  |  |                        | 0               | 0                             |
|                |                        |        |                       | 0                  | - -  |                        | 0               | 0                             |
|                |                        |        |                       | 0                  |  |                        | 0               | 0                             |
|                |                        |        |                       | 0                  |  |                        | 0               | 0                             |
|                |                        |        |                       | 0                  |  |                        | 0               | 0                             |
|                |                        |        |                       | 0                  |  |                        | 0               | 0                             |
| TOTAL          |                        | 66,000 | 19,140                | 85,140             | 18,748                                       | 66,392                 | 85,140          | 19,140                        |

Revision June 2012

**\*Total Revenues compared to Total Appropriations:**

392  
0

\*if negative appropriations exceed revenues

$$\begin{aligned} 0 &= 0.0000 \\ 6 &= 0.0001 \\ 65 &= 3.0000 \end{aligned}$$

85-316000-  
66-036000-  
17-280000-

$$\begin{array}{r} 31,870 \div 2 \\ 2,485,579 \div 100 \\ 0.01282 \div \end{array}$$
$$\begin{array}{r} 0.0128248 \\ 6,000 \cdot = \\ 76.944000: \end{array}$$

76-944000+  
66-036000-  
10-908000\*

33%

25%

01/23/18  
09:08:09

CITY OF MILES CITY  
Expenditure Budget Report -- MultiYear Actuals  
For the Year: 2018 - 2019

Page: 2 of 9  
Report ID: B240

2420 LTG M DE167- (MilesAddn Etc)

| Account | Object                            | Actuals |        |        |        | Current | %     | Prelim. | Budget  | Final  | % Old  |
|---------|-----------------------------------|---------|--------|--------|--------|---------|-------|---------|---------|--------|--------|
|         |                                   | 14-15   | 15-16  | 16-17  | 17-18  | Budget  | Exp.  | Budget  | Changes | Budget | Budget |
|         |                                   | 14-15   | 15-16  | 16-17  | 17-18  | 17-18   | 17-18 | 18-19   | 18-19   | 18-19  | 18-19  |
| 430263  | STREET LIGHTING                   |         |        |        |        |         |       |         |         |        |        |
| 341     | Electric Utility Services         | 22,538  | 21,280 | 21,832 | 20,768 | 22,000  | 94%   | 21,000  |         | 21,000 | 95%    |
| 533     | Machinery and Equipment R         | 6,911   | 8,004  | 8,462  | 10,318 | 9,960   | 104%  | 11,000  |         | 11,000 | 110%   |
|         | Account:                          | 29,449  | 29,284 | 30,294 | 31,086 | 31,960  | 97%   | 32,000  | 0       | 32,000 | 100%   |
| 521000  | Interfund Operating Transfers Out |         |        |        |        |         |       |         |         |        |        |
| 820     | Transfers to Other Funds          | 1,000   | 1,000  | 1,000  | 1,000  | 1,000   | 100%  | 1,000   |         | 1,000  | 100%   |
|         | Account:                          | 1,000   | 1,000  | 1,000  | 1,000  | 1,000   | 100%  | 1,000   | 0       | 1,000  | 100%   |
|         | Fund:                             | 30,449  | 30,284 | 31,294 | 32,086 | 32,960  | 97%   | 33,000  | 0       | 33,000 | 100%   |

07/20/18  
13:53:38

CITY OF MILES CITY  
Trial Balance  
For the Accounting Period: 6 / 18

Page: 2 of 10  
Report ID: L120

2420 LTG M D1167-(MilesAddn Etc)

| Account                                    | Beginning    | Debit    | Credit     | Net Change | Ending Balance |
|--|--------------|----------|------------|------------|----------------|
| ASSETS                                     |              |          |            |            |                |
| 101000 Cash - Operating                    | 9,906.84     | 1,415.31 | 1,948.41 ( | 533.10)    | 9,373.74       |
| 118160 Special Assessments Receivables-201 | 75.00        | 0.00     | 0.00       | 0.00       | 75.00          |
| 118170 Special Assessments Receivables-201 | 1,784.74     | 0.00     | 1,372.53 ( | 1,372.53)  | 412.21         |
| 172000 Revenues (Credit)                   | ( 27,401.33) | 0.00     | 1,415.31 ( | 1,415.31)  | ( 28,816.64)   |
| Total ASSETS                               | ( 15,634.75) | 1,415.31 | 4,736.25 ( | 3,320.94)  | ( 18,955.69)   |
| LIABILITIES AND FUND EQUITY                |              |          |            |            |                |
| 202000 Accounts Payable                    | 0.00         | 1,948.41 | 1,948.41   | 0.00       | 0.00           |
| 223000 Deferred Revenue/Uncollected Taxes  | 1,859.74     | 1,372.53 | 0.00 (     | 1,372.53)  | 487.21         |
| 242000 Expenditures (Debit)                | ( 30,137.31) | 1,948.41 | 0.00 (     | 1,948.41)  | ( 32,085.72)   |
| 271000 Unreserved Fund Balance             | 12,642.82    | 0.00     | 0.00       | 0.00       | 12,642.82      |
| Total LIABILITIES AND FUND EQUITY          | ( 15,634.75) | 5,269.35 | 1,948.41 ( | 3,320.94)  | ( 18,955.69)   |

## RESOLUTION NO. 4179

**A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 171 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2018-2019**

**WHEREAS**, the City Council for the City of Miles City, Montana, did on the 10th day of November, 1969, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 171; and

**WHEREAS**, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2018-2019 is estimated by the City Council at the sum of \$5,500 and,

**WHEREAS**, the property in said Special Improvement Lighting District No. 171 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2018-2019 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 171.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:**

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 171, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 171 amounting to 0.006353 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 171, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 28<sup>th</sup> day of August, 2018, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 171 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 14<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

**WHEREAS**, the above-entitled Resolution was filed in the Office of the City Clerk on the 14<sup>th</sup> day of August, 2018, and has ever since been on file in said office subject to public inspection.

**WHEREAS**, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

**WHEREAS**, a hearing on objections was conducted by the City Council on August 28, 2018, pursuant to published notice;

**WHEREAS**, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2018-2019 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

**THEREFORE, BE IT RESOLVED** that the Resolution 4179 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2018-2019 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 28<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

---

Lorrie Pearce, City Clerk

Balsam est

| Fund # | Fund Name                | (1)    | (2)   | (3) = (1)+(2) | Cash Available<br>(Less current liabilities) | Total Non-Tax Revenues | Total Resources | Estimated Ending Cash Balance |
|--------|--------------------------|--------|-------|---------------|--|------------------------|-----------------|-------------------------------|
| 2430   | LIG Dist # 171 33%       | 5500   | 1,815 | 7,313         | 2,663  | 4,652                  | 7,313           | 1,815                         |
|        |                          |        | 0     | 0             | -  | 0                      | 0               | 0                             |
|        | LIG Dist # 171 25        | 5,500  | 1,375 | 6,875         | 2,663  | 4,212                  | 6,875           | 1,375                         |
|        |                          |        | 0     | 0             | -  | 0                      | 0               | 0                             |
|        | LIG Dist # 171 40%       | 5,500  | 2,200 | 7,700         | 2,663  | 5,037                  | 7,700           | 2,200                         |
|        |                          |        | 0     | 0             | -  | 0                      | 0               | 0                             |
|        | LIG Dist # 171 33%       |        | 0     | 0             | -  | 0                      | 0               | 0                             |
|        |                          |        | 0     | 0             | -  | 0                      | 0               | 0                             |
|        |                          |        | 0     | 0             | -  | 0                      | 0               | 0                             |
|        |                          |        | 0     | 0             | -  | 0                      | 0               | 0                             |
|        |                          |        | 0     | 0             | -  | 0                      | 0               | 0                             |
|        |                          |        | 0     | 0             | -  | 0                      | 0               | 0                             |
|        |                          |        | 0     | 0             | -  | 0                      | 0               | 0                             |
|        |                          |        | 0     | 0             | -  | 0                      | 0               | 0                             |
|        | Last Year 38,382,000 33% |        |       | 0             | -  |                        | 0               | 0                             |
|        |                          |        |       | 0             | -  |                        | 0               | 0                             |
|        |                          |        |       | 0             | -  |                        | 0               | 0                             |
|        |                          |        |       | 0             | -  |                        | 0               | 0                             |
|        |                          |        |       | 0             | -  |                        | 0               | 0                             |
|        |                          |        |       | 0             | -  |                        | 0               | 0                             |
| TOTAL  |                          | 16,500 | 5,390 | 21,890        | 7,989  | 13,901                 | 21,890          | 5,390                         |

\*if negative appropriations exceed revenues

$$\begin{array}{r} 38 \cdot 110000 + \\ 38 \cdot 380000 - \\ 0 \cdot 270000 * \end{array}$$

25%

40%

6/12/18

08:08:09

CITY OF MILES CITY  
Expenditure Budget Report -- MultiYear Actuals  
For the Year: 2018 - 2019

Page: 5 of 9

Report ID: B240

2430 LTG M D#171-(Balsam Est)

| Account                                  | Object                    | 14-15 | 15-16 | 16-17 | 17-18 | Current<br>Budget | %<br>Exp. | Prelim.<br>Budget | Budget<br>Changes | Final<br>Budget | % Old<br>Budget |
|--|---------------------------|-------|-------|-------|-------|-------------------|-----------|-------------------|-------------------|-----------------|-----------------|
| 430263 STREET LIGHTING                   |                           |       |       |       |       |                   |           |                   |                   |                 |                 |
| 230                                      | Repair and Maintenance Su | 300   | 671   | 435   | 1,523 | 950               | 160%      | 1,600             |                   | 1,600           | 168%            |
| 341                                      | Electric Utility Services | 1,527 | 1,642 | 1,566 | 1,690 | 1,850             | 91%       | 1,700             |                   | 1,700           | 92%             |
| 360                                      | Contr R & M               | 700   | 1,438 | 1,694 | 415   | 1,700             | 24%       | 1,200             |                   | 1,200           | 71%             |
|  | Account:                  | 2,527 | 3,751 | 3,695 | 3,628 | 4,500             | 81%       | 4,500             | 0                 | 4,500           | 100%            |
| 521000 Interfund Operating Transfers Out |                           |       |       |       |       |                   |           |                   |                   |                 |                 |
| 820                                      | Transfers to Other Funds  | 1,000 | 1,000 | 1,000 | 1,000 | 1,000             | 100%      | 1,000             |                   | 1,000           | 100%            |
|  | Account:                  | 1,000 | 1,000 | 1,000 | 1,000 | 1,000             | 100%      | 1,000             | 0                 | 1,000           | 100%            |
|  | Fund:                     | 3,527 | 4,751 | 4,695 | 4,628 | 5,500             | 84%       | 5,500             | 0                 | 5,500           | 100%            |

%

6/7/2018  
13:53:38

CITY OF MILES CITY  
Trial Balance  
For the Accounting Period: 6 / 18

Page: 3 of 10  
Report ID: L120

2430 LTG M D#171-(Balsam Est)

| Account                                    | Beginning   | Debit  | Credit   | Net Change | Ending Balance |
|--|-------------|--------|----------|------------|----------------|
| ASSETS                                     |             |        |          |            |                |
| 101000 Cash - Operating                    | 2,379.70    | 420.49 | 137.13   | 283.36     | 2,663.06       |
| 118170 Special Assessments Receivables-201 | 408.72      | 0.00   | 408.72 ( | 408.72)    | 0.00           |
| 172000 Revenues (Credit)                   | ( 4,693.28) | 0.00   | 420.49 ( | 420.49)    | ( 5,113.77)    |
| Total ASSETS                               | ( 1,904.86) | 420.49 | 966.34 ( | 545.85)    | ( 2,450.71)    |
| LIABILITIES AND FUND EQUITY                |             |        |          |            |                |
| 202000 Accounts Payable                    | 0.00        | 137.13 | 137.13   | 0.00       | 0.00           |
| 223000 Deferred Revenue/Uncollected Taxes  | 408.72      | 408.72 | 0.00 (   | 408.72)    | 0.00           |
| 242000 Expenditures (Debit)                | ( 4,490.86) | 137.13 | 0.00 (   | 137.13)    | ( 4,627.99)    |
| 271000 Unreserved Fund Balance             | 2,177.28    | 0.00   | 0.00     | 0.00       | 2,177.28       |
| Total LIABILITIES AND FUND EQUITY          | ( 1,904.86) | 682.98 | 137.13 ( | 545.85)    | ( 2,450.71)    |



## RESOLUTION NO. 4180

**A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 172 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2018-2019**

**WHEREAS**, the City Council for the City of Miles City, Montana did, on the 13th day of April, 1970, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 172; and

**WHEREAS**, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2018-2019 is estimated by the City Council at the sum of \$24,500 and,

**WHEREAS**, the property in said Special Improvement Lighting District No. 172 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2018-2019 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 172.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:**

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 172, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 172 amounting to 0.029345 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 172, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 28<sup>th</sup> day of August, 2018, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 172 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 14<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

**WHEREAS**, the above-entitled Resolution was filed in the Office of the City Clerk on the 14<sup>th</sup> day of August, 2018, and has ever since been on file in said office subject to public inspection.

**WHEREAS**, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

**WHEREAS**, a hearing on objections was conducted by the City Council on August 28, 2018, pursuant to published notice;

**WHEREAS**, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2018-2019 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

**THEREFORE, BE IT RESOLVED** that the Resolution 4180 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2018-2019 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 28<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

## NON-LEVIED FUNDS - SUMMARY SCHEDULE

Main Street

\*if other than zero budget is not balanced

33%

07/23/18  
08:08:09

CITY OF MILES CITY  
Expenditure Budget Report -- MultiYear Actuals  
For the Year: 2018 - 2019

Page: 4 of 9  
Report ID: E240

2440 LTG M D#172-(Main Str)

|  |                           |         |        |        | Current | %      | Prelim. | Budget | Final   | % Old  |        |
|--|---------------------------|---------|--------|--------|---------|--------|---------|--------|---------|--------|--------|
|  |                           | Actuals |        |        |         | Budget | Exp.    | Budget | Changes | Budget | Budget |
| Account                                  | Object                    | 14-15   | 15-16  | 16-17  | 17-18   | 17-18  | 17-18   | 18-19  | 18-19   | 18-19  | 18-19  |
| <hr/>                                    |                           |         |        |        |         |        |         |        |         |        |        |
| 430263 STREET LIGHTING                   |                           |         |        |        |         |        |         |        |         |        |        |
| 230                                      | Repair and Maintenance Su | 1,182   | 896    | 3,196  | 985     | 3,000  | 33%     | 4,000  |         | 4,000  | 133%   |
| 341                                      | Electric Utility Services | 12,680  | 13,894 | 14,334 | 15,902  | 14,890 | 107%    | 17,000 |         | 17,000 | 114%   |
| 360                                      | Contr R & M               | 1,678   | 703    | 1,886  | 2,149   | 1,700  | 126%    | 2,500  |         | 2,500  | 147%   |
|  | Account:                  | 15,540  | 15,493 | 19,416 | 19,036  | 19,590 | 97%     | 23,500 | 0       | 23,500 | 120%   |
| <hr/>                                    |                           |         |        |        |         |        |         |        |         |        |        |
| 521000 Interfund Operating Transfers Out |                           |         |        |        |         |        |         |        |         |        |        |
| 820                                      | Transfers to Other Funds  | 1,000   | 1,000  | 1,000  | 1,000   | 1,000  | 100%    | 1,000  |         | 1,000  | 100%   |
|  | Account:                  | 1,000   | 1,000  | 1,000  | 1,000   | 1,000  | 100%    | 1,000  | 0       | 1,000  | 100%   |
| <hr/>                                    |                           |         |        |        |         |        |         |        |         |        |        |
|  | Fund:                     | 16,540  | 16,493 | 20,416 | 20,036  | 20,590 | 97%     | 24,500 | 0       | 24,500 | 119%   |
| <hr/>                                    |                           |         |        |        |         |        |         |        |         |        |        |

%

07/20/18  
13:53:38

CITY OF MILES CITY  
Trial Balance  
For the Accounting Period: 6 / 18

Page: 4 of 10  
Report ID: L120

2440 LTG M D#172-(Main Str)

| Account                                    | Beginning    | Debit    | Credit     | Net Change | Ending Balance |
|--|--------------|----------|------------|------------|----------------|
| ASSETS                                     |              |          |            |            |                |
| 101000 Cash - Operating                    | 5,926.08     | 1,125.29 | 1,248.06 ( | 122.77)    | 5,803.31       |
| 118170 Special Assessments Receivables-201 | 1,453.19     | 0.00     | 1,094.53 ( | 1,094.53)  | 358.66         |
| 172000 Revenues (Credit)                   | ( 19,261.19) | 0.00     | 1,125.29 ( | 1,125.29)  | ( 20,386.48)   |
| Total ASSETS                               | ( 11,881.92) | 1,125.29 | 3,467.88 ( | 2,342.59)  | ( 14,224.51)   |
| LIABILITIES AND FUND EQUITY                |              |          |            |            |                |
| 202000 Accounts Payable                    | 0.00         | 1,248.06 | 1,248.06   | 0.00       | 0.00           |
| 223000 Deferred Revenue/Uncollected Taxes  | 1,453.19     | 1,094.53 | 0.00 (     | 1,094.53)  | 358.66         |
| 242000 Expenditures (Debit)                | ( 18,788.19) | 1,248.06 | 0.00 (     | 1,248.06)  | ( 20,036.25)   |
| 271000 Unreserved Fund Balance             | 5,453.08     | 0.00     | 0.00       | 0.00       | 5,453.08       |
| Total LIABILITIES AND FUND EQUITY          | ( 11,881.92) | 3,590.65 | 1,248.06 ( | 2,342.59)  | ( 14,224.51)   |

## RESOLUTION NO. 4181

**A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 195 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2018-2019.**

**WHEREAS**, the City Council for the City of Miles City, Montana, did, on the 28th day of March, 1978, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 195; and,

**WHEREAS**, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2018-2019 is estimated by the City Council at the sum of \$6,505 and,

**WHEREAS**, the property in said Special Improvement Lighting District No. 195 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2018-2019 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 195.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:**

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 195, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 195 amounting to 0.007265 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 195, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 28<sup>th</sup> day of August, 2018, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 195 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 14<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

**WHEREAS**, the above-entitled Resolution was filed in the Office of the City Clerk on the 14<sup>th</sup> day of August, 2018, and has ever since been on file in said office subject to public inspection.

**WHEREAS**, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

**WHEREAS**, a hearing on objections was conducted by the City Council on August 28, 2018, pursuant to published notice;

**WHEREAS**, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2018-2019 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

**THEREFORE, BE IT RESOLVED** that the Resolution 4181 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2018-2019 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 28<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

## SG-Trico

| Fund # | Fund Name                | (1)<br>Appropriation | (2)<br>Budgeted Cash Reserve | (3)=(1)+(2)<br>Total Requirements | (4)<br>Cash Available<br>(Less current liabilities) | (5)<br>Total Non-Tax Revenues | (6)=(4)-(5)<br>Total Resources | Estimated Ending Cash Balance |
|--------|--------------------------|----------------------|------------------------------|-----------------------------------|---|-------------------------------|--------------------------------|-------------------------------|
| 2450   | LTC Dist # 195 33%       | 6505                 | 2,147<br>0                   | 8,652<br>-0-                      | 3,769   | 4,883<br>0                    | 8,652<br>-0-                   | 2,147<br>0                    |
|        | LTC Dist 27%             | 6,505                | 1,756<br>0                   | -8,261<br>0                       | 3,769   | 4,492<br>0                    | 8,261<br>0                     | 1,756<br><u>0</u>             |
|        | 40%                      | 6,505                | 2,602<br>0                   | 9,107<br>0                        | 3,769   | 5,338<br>0                    | 9,107<br>0                     | 2,602<br>0                    |
|        |                          |                      |                              |                                   |   |                               |                                |                               |
|        |                          |                      |                              |                                   |   |                               |                                |                               |
|        |                          |                      |                              |                                   |   |                               |                                |                               |
|        |                          |                      |                              |                                   |   |                               |                                |                               |
|        |                          |                      |                              |                                   |   |                               |                                |                               |
|        |                          |                      |                              |                                   |   |                               |                                |                               |
|        |                          |                      |                              |                                   |   |                               |                                |                               |
|        | Last Year 46,914,000 33% |                      |                              |                                   |   |                               |                                |                               |
| TOTAL  |                          | 19,515               | 6,505                        | 26,020                            | 11,307  | 14,713                        | 26,020                         | 6,505                         |

\*if other than zero budget is not balanced

$$\begin{array}{r} 4 \div 5 = 0.8 \\ 734 \div 717 = 1.02371 \\ 0.006113 \times 6,000 = 36.678000 \\ 36.678000 \div 46,914,000 = 10.23600004 \\ 5 \div 338 = 0.007265 \\ 734 \div 717 = 1.02371 \\ 0.007265 \times 43,590,000 = 316,320,000 \\ 316,320,000 \div 46,914,000 = 6.74247 \end{array}$$

33%

27%

40%



6/1/23/19  
08:08:09

CITY OF MILES CITY  
Expenditure Budget Report -- MultiYear Actuals  
For the Year: 2018 - 2019

Page: 5 of 9  
Report ID: B240

2450 MTG M D#195-(SG-Trico)

| Account | Object                            | Actuals ----- |       |       |       | Current | %    | Prelim. | Budget  | Final  | % Old  |
|---------|-----------------------------------|---------------|-------|-------|-------|---------|------|---------|---------|--------|--------|
|         |                                   | 14-15         | 15-16 | 16-17 | 17-18 | Budget  | Exp. | Budget  | Changes | Budget | Budget |
| 430263  | STREET LIGHTING                   |               |       |       |       |         |      |         |         |        |        |
| 341     | Electric Utility Services         | 4,822         | 4,866 | 4,822 | 4,822 | 5,505   | 88%  | 5,505   |         | 5,505  | 100%   |
|         | Account:                          | 4,822         | 4,866 | 4,822 | 4,822 | 5,505   | 88%  | 5,505   | 0       | 5,505  | 100%   |
| 521000  | Interfund Operating Transfers Out |               |       |       |       |         |      |         |         |        |        |
| 820     | Transfers to Other Funds          | 1,000         | 1,000 | 1,000 | 1,000 | 1,000   | 100% | 1,000   |         | 1,000  | 100%   |
|         | Account:                          | 1,000         | 1,000 | 1,000 | 1,000 | 1,000   | 100% | 1,000   | 0       | 1,000  | 100%   |
|         | Fund:                             | 5,822         | 5,866 | 5,822 | 5,822 | 6,505   | 90%  | 6,505   | 0       | 6,505  | 100%   |

%

07/20/18  
13:53:38

CITY OF MILES CITY  
Trial Balance  
For the Accounting Period: 6 / 18

Page: 5 of 10  
Report ID: 1120

2450 LTG M DE195-(SG-Trico)

| Account                                    | Beginning   | Debit    | Credit     | Net Change | Ending Balance |
|--|-------------|----------|------------|------------|----------------|
| ASSETS                                     |             |          |            |            |                |
| 101000 Cash - Operating                    | 2,679.92    | 1,491.37 | 401.84     | 1,089.53   | 3,769.45       |
| 118170 Special Assessments Receivables-201 | 605.81      | 0.00     | 605.81 (   | 605.81)    | 0.00           |
| 172000 Revenues (Credit)                   | ( 5,194.01) | 0.00     | 1,491.37 ( | 1,491.37)  | ( 6,685.38)    |
| Total ASSETS                               | ( 1,908.28) | 1,491.37 | 2,499.02 ( | 1,007.65)  | ( 2,915.93)    |
| LIABILITIES AND FUND EQUITY                |             |          |            |            |                |
| 202000 Accounts Payable                    | 0.00        | 401.84   | 401.84     | 0.00       | 0.00           |
| 223000 Deferred Revenue/Uncollected Taxes  | 605.81      | 605.81   | 0.00 (     | 605.81)    | 0.00           |
| 242000 Expenditures (Debit)                | ( 5,420.24) | 401.84   | 0.00 (     | 401.84)    | ( 5,822.08)    |
| 271000 Unreserved Fund Balance             | 2,906.15    | 0.00     | 0.00       | 0.00       | 2,906.15       |
| Total LIABILITIES AND FUND EQUITY          | ( 1,908.28) | 1,409.49 | 401.84 (   | 1,007.65)  | ( 2,915.93)    |

## RESOLUTION NO. 4182

**A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 202 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2018-2019**

**WHEREAS**, the City Council for the City of Miles City, Montana did, on the 10th day of May, 1983, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 202; and,

**WHEREAS**, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2018-2019 is estimated by the City Council at the sum of \$8,100 and,

**WHEREAS**, the property in said Special Improvement Lighting District No. 202 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2018-2019 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 202.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:**

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 202, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 202 amounting to 0.010080 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 202, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 28<sup>th</sup> day of August, 2018, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 202 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 14<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

**WHEREAS**, the above-entitled Resolution was filed in the Office of the City Clerk on the 14<sup>th</sup> day of August, 2018, and has ever since been on file in said office subject to public inspection.

**WHEREAS**, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

**WHEREAS**, a hearing on objections was conducted by the City Council on August 28, 2018, pursuant to published notice;

**WHEREAS**, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2018-2019 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

**THEREFORE, BE IT RESOLVED** that the Resolution 4182 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2018-2019 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 28<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

## NON-LEVIED FUNDS - SUMMARY SCHEDULE

Fiscal Year: 20 16

SG-MDU NV

[illegible]

### Total Requirements compared to Total Resources

0

\*if other than zero budget is not balanced

$$\begin{array}{r}
 0 \cdot 01000000 \\
 6 \cdot 00000000 \\
 63 \cdot 50000000 \\
 63 \cdot 58000000 \\
 57 \cdot 15500000 \\
 + 6 \cdot 73500000 \\
 \hline
 8 \cdot 62200000 \\
 855 \cdot 302 \cdot 33 = \\
 0 \cdot 01008000 \\
 0 \cdot 01008000 \\
 6 \cdot 00000000 \\
 60 \cdot 48000000 \\
 60 \cdot 48000000 \\
 57 \cdot 15500000 \\
 + 3 \cdot 32500000 \\
 8 \cdot 05500000 \\
 855 \cdot 302 \cdot 33 = \\
 0 \cdot 00941800 \\
 0 \cdot 00941800 \\
 6 \cdot 00000000 \\
 56 \cdot 50800000 \\
 56 \cdot 50800000 \\
 57 \cdot 15500000 \\
 0 \cdot 64700000
 \end{array}$$

07/15/18  
08:08:09

CITY OF MIDES CITY  
Expenditure Budget Report -- MultiYear Actuals  
For the Year: 2018 - 2019

Page: 6 of 9  
Report ID: B240

2470 LTG M D#202-(SG-MDU&NV)

| Account                                  | Object                        | Actuals ----- |       |       |       | Current | %     | Prelim. | Budget  | Final  | % Old  |
|--|-------------------------------|---------------|-------|-------|-------|---------|-------|---------|---------|--------|--------|
|  |                               | 14-15         | 15-16 | 16-17 | 17-18 | Budget  | Exp.  | Budget  | Changes | Budget | Budget |
|  |                               |               |       |       |       | 17-18   | 17-18 | 18-19   | 18-19   | 18-19  | 18-19  |
| 430263 STREET LIGHTING                   |                               |               |       |       |       |         |       |         |         |        |        |
|  | 341 Electric Utility Services | 3,019         | 3,406 | 4,556 | 4,158 | 3,809   | 109%  | 4,300   |         | 4,300  | 113%   |
|  | 533 Machinery and Equipment R | 3,282         | 3,345 | 2,436 | 2,739 | 3,200   | 86%   | 2,800   |         | 2,800  | 88%    |
|  | Account:                      | 6,301         | 6,751 | 6,992 | 6,897 | 7,009   | 98%   | 7,100   | 0       | 7,100  | 101%   |
| 521000 Interfund Operating Transfers Out |                               |               |       |       |       |         |       |         |         |        |        |
|  | 820 Transfers to Other Funds  | 1,000         | 1,000 | 1,000 | 1,000 | 1,000   | 100%  | 1,000   |         | 1,000  | 100%   |
|  | Account:                      | 1,000         | 1,000 | 1,000 | 1,000 | 1,000   | 100%  | 1,000   | 0       | 1,000  | 100%   |
|  | Fund:                         | 7,301         | 7,751 | 7,992 | 7,897 | 8,009   | 99%   | 8,100   | 0       | 8,100  | 101%   |

%

07/09/18  
13:53:38

CITY OF MILES CITY  
Trial Balance  
For the Accounting Period: 6 / 18

Page: 6 of 10  
Report ID: L120

2470 LTG M EH202-(SG-MDU&NV)

| Account                                    | Beginning   | Debit    | Credit   | Net Change | Ending Balance |
|--|-------------|----------|----------|------------|----------------|
| ASSETS                                     |             |          |          |            |                |
| 101000 Cash - Operating                    | 2,193.49    | 30.77    | 559.47 ( | 528.70)    | 1,664.79       |
| 118160 Special Assessments Receivables-201 | 87.52       | 0.00     | 0.00     | 0.00       | 87.52          |
| 118170 Special Assessments Receivables-201 | 356.94      | 0.00     | 26.54 (  | 26.54)     | 330.40         |
| 172000 Revenues (Credit)                   | ( 6,903.52) | 0.00     | 30.77 (  | 30.77)     | ( 6,934.29)    |
| Total ASSETS                               | ( 4,265.57) | 30.77    | 616.78 ( | 586.01)    | ( 4,851.58)    |
| LIABILITIES AND FUND EQUITY                |             |          |          |            |                |
| 202000 Accounts Payable                    | 0.00        | 559.47   | 559.47   | 0.00       | 0.00           |
| 223000 Deferred Revenue/Uncollected Taxes  | 444.46      | 26.54    | 0.00 (   | 26.54)     | 417.92         |
| 242000 Expenditures (Debit)                | ( 7,336.68) | 559.47   | 0.00 (   | 559.47)    | ( 7,896.15)    |
| 271000 Unreserved Fund Balance             | 2,626.65    | 0.00     | 0.00     | 0.00       | 2,626.65       |
| Total LIABILITIES AND FUND EQUITY          | ( 4,265.57) | 1,145.48 | 559.47 ( | 586.01)    | ( 4,851.58)    |

## RESOLUTION NO. 4183

**A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 173 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2018-2019**

**WHEREAS**, the City Council for the City of Miles City, Montana, did on the 13th day of March, 2007, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 173; and,

**WHEREAS**, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2018-2019 is estimated by the City Council at the sum of \$2,650 and,

**WHEREAS**, the property in said Special Improvement Lighting District No. 173 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2018-2019 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 173.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:**

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 173, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 173 amounting to 0.005567 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 173, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 28<sup>th</sup> day of August, 2018, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 173 is on file at City Hall and subject to inspection.



Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 14<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

**WHEREAS**, the above-entitled Resolution was filed in the Office of the City Clerk on the 14<sup>th</sup> day of August, 2018, and has ever since been on file in said office subject to public inspection.

**WHEREAS**, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

**WHEREAS**, a hearing on objections was conducted by the City Council on August 28, 2018, pursuant to published notice;

**WHEREAS**, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2018-2019 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

**THEREFORE, BE IT RESOLVED** that the Resolution 4183 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2018-2019 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 28<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

## NON-LEVIED FUNDS - SUMMARY SCHEDULE

16

| Fund # | Fund Name               | (1)   | (2)   | (3)=(1)+(2) | (4)<br>Cash Available<br>(Less current liabilities) | (5)<br>Total Non-Tax Revenues | (6)=(4)+(5)<br>Total Resources | Estimated Ending Cash Balance |
|--------|-------------------------|-------|-------|-------------|---|-------------------------------|--------------------------------|-------------------------------|
| 2480-X | LIG #173 37%            | 2650  | 981   | 3,631       | 958   | 2,673                         | 3,631                          | 981                           |
|        | LIG #173 33%            | 2,650 | 875   | 3,525       | 958   | 2,567                         | 3,525                          | 875                           |
|        | LIG #173 37%            |       | 0     | 0           | 0   | 0                             | 0                              | 0                             |
|        | LIG #173 37%            |       | 0     | 0           | 0   | 0                             | 0                              | 0                             |
|        | LIG #173 37%            |       | 0     | 0           | 0   | 0                             | 0                              | 0                             |
|        | LIG #173 37%            |       | 0     | 0           | 0   | 0                             | 0                              | 0                             |
|        | Last Year 17.880000 37% |       | 0     | 0           | 0   | 0                             | 0                              | 0                             |
|        |                         |       | 0     | 0           | 0   | 0                             | 0                              | 0                             |
|        |                         |       | 0     | 0           | 0   | 0                             | 0                              | 0                             |
|        |                         |       | 0     | 0           | 0   | 0                             | 0                              | 0                             |
|        |                         |       | 0     | 0           | 0   | 0                             | 0                              | 0                             |
|        |                         |       | 0     | 0           | 0   | 0                             | 0                              | 0                             |
|        |                         |       | 0     | 0           | 0   | 0                             | 0                              | 0                             |
|        |                         |       | 0     | 0           | 0   | 0                             | 0                              | 0                             |
| TOTAL  |                         | 5,300 | 1,855 | 7,155       | 1,916   | 5,239                         | 7,155                          | 1,855                         |

\*if negative appropriations exceed revenues

- If other than zero budget is not balanced

14-202000\*

33%

+

+

07/20/18  
13:53:38

CITY OF MILES CITY  
Trial Balance  
For the Accounting Period: 6 / 18

Page: 7 of 10  
Report ID: 1120

2480 LTG M MH173-(Milestown Estates)

| Account                                    | Beginning   | Debit  | Credit   | Net Change | Ending Balance |
|--|-------------|--------|----------|------------|----------------|
| ASSETS                                     |             |        |          |            |                |
| 101000 Cash - Operating                    | 973.88      | 105.58 | 121.30 ( | 15.72)     | 958.16         |
| 118170 Special Assessments Receivables-201 | 126.08      | 0.00   | 101.99 ( | 101.99)    | 24.09          |
| 172000 Revenues (Credit)                   | ( 1,318.68) | 0.00   | 105.58 ( | 105.58)    | ( 1,424.26)    |
| Total ASSETS                               | ( 218.72)   | 105.58 | 328.87 ( | 223.29)    | ( 442.01)      |
| LIABILITIES AND FUND EQUITY                |             |        |          |            |                |
| 202000 Accounts Payable                    | 0.00        | 121.30 | 121.30   | 0.00       | 0.00           |
| 223000 Deferred Revenue/Uncollected Taxes  | 126.08      | 101.99 | 0.00 (   | 101.99)    | 24.09          |
| 242000 Expenditures (Debit)                | ( 1,632.07) | 121.30 | 0.00 (   | 121.30)    | ( 1,753.37)    |
| 271000 Unreserved Fund Balance             | 1,287.27    | 0.00   | 0.00     | 0.00       | 1,287.27       |
| Total LIABILITIES AND FUND EQUITY          | ( 218.72)   | 344.59 | 121.30 ( | 223.29)    | ( 442.01)      |

07/23/18  
08:08:09

CITY OF MILES CITY  
Expenditure Budget Report -- MultiYear Actuals  
For the Year: 2018 - 2019

Page: 7 of 9  
Report ID: B240

2480 LTG M M1173-(Milestown Estates)

| Account                                  | Object                    | Actuals | Current | %     | Prelim | Budget     | Final | %          |
|--|---------------------------|---------|---------|-------|--------|------------|-------|------------|
|  |                           | 14-15   | 15-16   | 16-17 | 17-18  | 17-18      | 18-19 | 18-19      |
| 430263 STREET LIGHTING                   |                           |         |         |       |        |            |       |            |
| 230                                      | Repair and Maintenance Su | 69      | 35      | 84    | 104    | 460 23%    | 900   | 900 196%   |
| 341                                      | Electric Utility Services | 1,212   | 1,280   | 1,282 | 1,400  | 1,400 100% | 1,400 | 1,400 100% |
| 360                                      | Contr R & M               |         |         | 129   |        | 100 0%     | 100   | 100 100%   |
|  | Account:                  | 1,281   | 1,315   | 1,495 | 1,504  | 1,960 77%  | 2,400 | 2,400 122% |
| 521000 Interfund Operating Transfers Out |                           |         |         |       |        |            |       |            |
| 820                                      | Transfers to Other Funds  | 250     | 250     | 250   | 250    | 250 100%   | 250   | 250 100%   |
|  | Account:                  | 250     | 250     | 250   | 250    | 250 100%   | 250   | 250 100%   |
|  | Fund:                     | 1,531   | 1,565   | 1,745 | 1,754  | 2,210 79%  | 2,650 | 2,650 120% |

## RESOLUTION NO. 4184

### **A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 204 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 204 FOR THE FISCAL YEAR 2018-2019**

**WHEREAS**, on the 15th day of May, 1984, the City Council of the City of Miles City, Montana, passed Ordinance No. 933 and Resolution No. 2284 creating Maintenance District No. 204 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

**WHEREAS**, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

**WHEREAS**, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 204 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2018-2019 is \$1,807,259

### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY MONTANA, AS FOLLOWS:**

Section 1: That to defray the costs of maintaining Maintenance District No. 204 for the fiscal year 2018-2019 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 204: 0.050129 per  
sq. ft. assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$350.90

Section 2: That there shall be maintained open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 204, is on file in his or her office and is subject to inspection and said notice shall be published at in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on 28<sup>th</sup> day of August, 2018 at 6:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 14<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED THIS 28<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

## NON-LEVIED FUNDS - SUMMARY SCHEDULE

South side of City

**\*if other than zero budget is not balanced**

64-610000\*

30%

2970

07/24/18  
13:54:25

CITY OF MILES CITY  
Expenditure Budget by Org Report -- MultiYear Actuals  
For the Year: 2018 - 2019

Page: 1 of 2  
Report ID: B240A1

107 Paved St. Maint. Dist.#204

| Account                   | Object                     | Actuals |         |         |         | Current | %      | Prelim. | Budget  | Final   | % Old  |
|---------------------------|----------------------------|---------|---------|---------|---------|---------|--------|---------|---------|---------|--------|
|                           |                            | 14-15   | 15-16   | 16-17   | 17-18   | Budget  | Exp.   | Budget  | Changes | Budget  | Budget |
|                           |                            |         |         |         |         | 17-18   | 17-18  | 18-19   | 18-19   | 18-19   | 18-19  |
| <hr/>                     |                            |         |         |         |         |         |        |         |         |         |        |
| 2510 STR MAINT DIST #204  |                            |         |         |         |         |         |        |         |         |         |        |
| 411101 Labor Negotiations |                            |         |         |         |         |         |        |         |         |         |        |
| 350                       | Professional Services      | 247     |         |         |         |         | 0 0%   |         |         |         | 0 0%   |
|                           | Account:                   | 247     |         |         |         |         | 0 ***% | 0       | 0       | 0       | 0%     |
| <hr/>                     |                            |         |         |         |         |         |        |         |         |         |        |
| 430220 Operations         |                            |         |         |         |         |         |        |         |         |         |        |
| 111                       | Salaries and Wages - Perm  | 193,890 | 200,041 | 223,825 | 238,792 | 274,950 | 87%    | 290,860 |         | 290,860 | 105%   |
| 121                       | OVERTIME-PERMANENT         | 6,575   | 4,284   | 9,179   | 21,927  | 9,000   | 244%   | 9,100   |         | 9,100   | 101%   |
| 131                       | VACATION                   | 13,856  | 13,334  | 19,624  | 24,518  | 10,000  | 245%   | 19,600  |         | 19,600  | 196%   |
| 132                       | SICK LEAVE                 | 7,379   | 14,089  | 13,058  | 18,923  | 5,000   | 378%   | 13,000  |         | 13,000  | 260%   |
| 133                       | OTHER LEAVE PAY            |         | 2,292   | 3,160   | 2,758   | 4,142   | 67%    | 4,727   |         | 4,727   | 114%   |
| 134                       | HOLIDAY PAY                | 1,344   | 407     | 3,002   | 2,041   | 1,400   | 146%   | 3,000   |         | 3,000   | 214%   |
| 141                       | Unemployment Insurance     | 1,007   | 353     | 409     | 762     | 443     | 172%   | 511     |         | 511     | 115%   |
| 142                       | Workers' Compensation      | 12,679  | 13,192  | 15,245  | 15,985  | 16,200  | 99%    | 17,277  |         | 17,277  | 106%   |
| 143                       | Health Insurance           | 36,908  | 39,790  | 44,645  | 51,585  | 54,381  | 95%    | 61,691  |         | 61,691  | 113%   |
| 144                       | FICA                       | 16,392  | 17,263  | 20,208  | 22,721  | 22,590  | 101%   | 26,032  |         | 26,032  | 115%   |
| 145                       | PERS                       | 17,850  | 19,223  | 22,554  | 25,561  | 25,011  | 102%   | 28,822  |         | 28,822  | 115%   |
| 196                       | CLOTHING ALLOTMENT         | 680     | 768     | 776     | 833     | 800     | 104%   | 900     |         | 900     | 112%   |
| 210                       | Office Supplies and Mater  | 486     | 340     | 547     | 836     | 500     | 167%   | 3,000   |         | 3,000   | 600%   |
| 214                       | Small Items of Equipment   | 5,664   | 6,039   | 3,457   | 747     | 7,000   | 11%    | 15,000  |         | 15,000  | 214%   |
| 220                       | Operating Expenses         | 12,909  | 10,060  | 14,595  | 17,032  | 15,000  | 114%   | 18,000  |         | 18,000  | 120%   |
| 222                       | Chemicals, Lab & Med Suppl | 100     |         | 132     |         | 600     | 0%     | 1,000   |         | 1,000   | 166%   |
| 226                       | Clothing and Uniforms      | 600     | 390     | 287     | 518     | 700     | 74%    | 700     |         | 700     | 100%   |
| 230                       | Repair and Maintenance Su  | 3,448   | 7,637   | 9,009   | 8,241   | 18,000  | 46%    | 16,000  |         | 16,000  | 88%    |
| 231                       | Gas, Oil, Diesel Fuel, Gr  | 37,258  | 23,648  | 26,950  | 44,976  | 35,000  | 129%   | 40,000  |         | 40,000  | 114%   |
| 241                       | Consumable Tools           |         |         |         |         | 50      | 0%     | 2,000   |         | 2,000   | 4000%  |
| 242                       | Sign Parts and Supplies    | 7,119   | 7,246   | 8,934   | 4,713   | 8,000   | 59%    | 8,000   |         | 8,000   | 100%   |
| 311                       | Postage, Box Rent, Etc.    | 23      | 20      | 34      | 13      | 75      | 17%    | 75      |         | 75      | 100%   |
| 320                       | Printing, Duplicating, Ty  | 78      |         |         |         | 100     | 0%     | 100     |         | 100     | 100%   |
| 330                       | Publicity, Subscriptions   | 485     | 175     | 84      |         | 500     | 0%     | 500     |         | 500     | 100%   |
| 331                       | Publication of Formal & L  |         | 290     | 201     |         | 500     | 0%     | 500     |         | 500     | 100%   |
| 334                       | Memberships, Registration  | 147     | 151     | 285     | 227     | 350     | 65%    | 350     |         | 350     | 100%   |
| 341                       | Electric Utility Services  | 1,036   | 5,390   | 1,253   | 1,198   | 1,060   | 113%   | 1,060   |         | 1,060   | 100%   |
| 344                       | Gas Utility Service        | 501     | 1,846   | 590     | 266     | 1,050   | 25%    | 1,050   |         | 1,050   | 100%   |
| 345                       | Telephone                  | 2,248   | 1,535   | 1,271   | 1,454   | 2,000   | 73%    | 2,000   |         | 2,000   | 100%   |
| 346                       | Garbage Service            |         |         |         |         | 175     | 0%     | 175     |         | 175     | 100%   |
| 347                       | Internet                   |         |         |         |         | 200     | 0%     | 200     |         | 200     | 100%   |
| 350                       | Professional Services      | 1,679   | 2,369   | 11,830  | 3,503   | 20,000  | 18%    | 50,000  |         | 50,000  | 250%   |
|                           | Snow Removal               |         |         |         |         |         |        |         |         |         |        |
| 360                       | Contr R & M                | 7,958   | 5,215   | 6,831   | 5,240   | 10,000  | 52%    | 10,000  |         | 10,000  | 100%   |
| 363                       | R&M Vehicles/Equip/Labor-  | 81,997  | 89,046  | 100,693 | 108,012 | 80,000  | 135%   | 100,000 |         | 100,000 | 125%   |
| 370                       | Travel                     | 570     | 196     | 50      | 294     | 1,000   | 29%    | 1,000   |         | 1,000   | 100%   |
| 380                       | Training Services          | 300     | 660     | 810     | 344     | 1,000   | 34%    | 1,000   |         | 1,000   | 100%   |
| 382                       | Books                      | 65      | 23      | 112     |         | 200     | 0%     | 200     |         | 200     | 100%   |
| 511                       | Insurance on Buildings     | 791     | 769     | 748     | 667     | 667     | 100%   | 646     |         | 646     | 96%    |
| 512                       | Insurance on Vehicles & E  | 2,732   | 2,694   | 3,034   | 3,253   | 3,254   | 100%   | 3,492   |         | 3,492   | 107%   |
| 513                       | Liability                  | 5,035   | 3,036   | 7,092   | 15,721  | 6,363   | 247%   | 8,952   |         | 8,952   | 140%   |
| 531                       | Building & Office Rental   | 4,200   | 4,200   | 4,200   | 4,200   | 4,200   | 100%   | 4,200   |         | 4,200   | 100%   |



07/24/18  
13:54:25

CITY OF MILES CITY  
Expenditure Budget by Org Report -- MultiYear Actuals  
For the Year: 2018 - 2019

Page: 2 of 2  
Report ID: B240A1

107 Paved St. Maint. Dist.#204

| Account | Object   | Actuals   |           |         |           | Current   | %     | Prelim.   | Budget  | Final     | % Old  |
|---------|--|-----------|-----------|---------|-----------|-----------|-------|-----------|---------|-----------|--------|
|         |  | 14-15     | 15-16     | 16-17   | 17-18     | Budget    | Exp.  | Budget    | Changes | Budget    | Budget |
|         |  |           |           |         |           | 17-18     | 17-18 | 18-19     | 18-19   | 18-19     | 18-19  |
| 532     | Land Rental  | 5,023     | 5,174     | 5,329   | 5,729     | 8,100     | 71%   | 8,100     |         | 8,100     | 100%   |
|         | Account:   | 491,012   | 503,185   | 584,043 | 653,590   | 649,561   | 101%  | 772,820   | 0       | 772,820   | 118%   |
| 430233  | Roadway/Re-surfacing                                 |           |           |         |           |           |       |           |         |           |        |
| 230     | Repair and Maintenance Su                            |           |           |         |           | 0         | 0%    | 100,000   |         | 100,000   | *****% |
|         | True # per SG 7/24/18                                |           |           |         |           |           |       |           |         |           |        |
| 350     | Professional Services                                | 203,874   | 215,170   | 50,510  | 244,570   | 350,000   | 70%   | 25,000    |         | 25,000    | 7%     |
|         | Account:   | 203,874   | 215,170   | 50,510  | 244,570   | 350,000   | 70%   | 125,000   | 0       | 125,000   | 35%    |
| 430234  | CURB AND GUTTER                                      |           |           |         |           |           |       |           |         |           |        |
| 350     | Professional Services                                | 46,597    | 120,898   | 59,459  | 90,166    | 200,000   | 45%   | 75,000    |         | 75,000    | 37%    |
|         | True # per SG 7/24/18                                |           |           |         |           |           |       |           |         |           |        |
| 940     | Machinery & Equipment                                | 56,859    |           |         |           | 0         | 0%    |           |         | 0         | 0%     |
|         | Account:   | 103,456   | 120,898   | 59,459  | 90,166    | 200,000   | 45%   | 75,000    | 0       | 75,000    | 37%    |
| 430235  | Storm Drain & Culvert Maintenance                    |           |           |         |           |           |       |           |         |           |        |
| 220     | Operating Expenses                                   |           | 308       |         |           | 0         | 0%    |           |         | 0         | 0%     |
| 230     | Repair and Maintenance Su                            | 16,897    | 44,233    | 67,527  | 50,315    | 355,000   | 14%   | 50,000    |         | 50,000    | 14%    |
|         | True # per SG 7/24/18                                |           |           |         |           |           |       |           |         |           |        |
| 350     | Professional Services                                |           | 4,875     | 47,265  | 12,646    | 169,000   | 7%    | 20,000    |         | 20,000    | 11%    |
|         | True # per SG 7/24/18                                |           |           |         |           |           |       |           |         |           |        |
|         | Account:   | 16,897    | 49,416    | 114,792 | 62,961    | 524,000   | 12%   | 70,000    | 0       | 70,000    | 13%    |
| 430236  | Darling Addition Project                             |           |           |         |           |           |       |           |         |           |        |
| 220     | Operating Expenses                                   |           |           |         |           | 0         | 0%    | 100,000   |         | 100,000   | *****% |
|         | Add \$100,000 after taxes are calculated             |           |           |         |           |           |       |           |         |           |        |
| 230     | Repair and Maintenance Su                            |           |           |         |           | 0         | 0%    | 172,500   |         | 172,500   | *****% |
|         | Add \$277,500 after taxes are calculated = \$450,000 |           |           |         |           |           |       |           |         |           |        |
| 350     | Professional Services                                |           |           |         |           | 0         | 0%    | 172,500   |         | 172,500   | *****% |
|         | Add \$277,500 after taxes are calculated= \$450,000  |           |           |         |           |           |       |           |         |           |        |
|         | Account:   |           |           |         |           | 0         | ***%  | 445,000   | 0       | 445,000   | *****% |
| 521000  | Interfund Operating Transfers Out                    |           |           |         |           |           |       |           |         |           |        |
| 820     | Transfers to Other Funds                             | 202,992   | 237,599   | 105,688 | 163,644   | 162,048   | 101%  | 319,439   |         | 319,439   | 197%   |
|         | Equipment \$ \$220,000- True# 7/12/18                |           |           |         |           |           |       |           |         |           |        |
|         | Admin Fees \$55,860                                  |           |           |         |           |           |       |           |         |           |        |
|         | HB473- 5% of the Revenues \$ 4847 True # 7/24/18     |           |           |         |           |           |       |           |         |           |        |
|         | Planner - \$19,532 True # 4/27/18                    |           |           |         |           |           |       |           |         |           |        |
|         | Rent to 6040- \$19,200 True# 7/17/18                 |           |           |         |           |           |       |           |         |           |        |
|         | Account:   | 202,992   | 237,599   | 105,688 | 163,644   | 162,048   | 101%  | 319,439   | 0       | 319,439   | 197%   |
|         | Fund:  | 1,018,478 | 1,126,268 | 914,492 | 1,214,931 | 1,885,609 | 64%   | 1,807,259 | 0       | 1,807,259 | 95%    |
|         | Orgn:  | 1,018,478 | 1,126,268 | 914,492 | 1,214,931 | 1,885,609 | 64%   | 1,807,259 | 0       | 1,807,259 | 95%    |
|         | Grand Total:   | 1,018,478 | 1,126,268 | 914,492 | 1,214,931 | 1,885,609 |       | 1,807,259 | 0       | 1,807,259 |        |

08/08/18  
15:11:47

CITY OF MILES CITY  
Trial Balance  
For the Accounting Period: 6 / 18

Page: 1 of 1  
Report ID: L120

2510 STR MAINT DIST #204

| Account                                    | Beginning       | Debit      | Credit       | Net Change  | Ending Balance  |
|--|-----------------|------------|--------------|-------------|-----------------|
| ASSETS                                     |                 |            |              |             |                 |
| 101000 Cash - Operating                    | 820,809.86      | 119,938.14 | 125,913.66 ( | 5,975.52)   | 814,834.34      |
| 118130 Special Assessments Receivable 2013 | 104.31          | 0.00       | 0.00         | 0.00        | 104.31          |
| 118140 Special Assessments Receivables-201 | 31.99           | 0.00       | 0.00         | 0.00        | 31.99           |
| 118150 Special Assessments Receivables-201 | 415.17          | 0.00       | 164.71 (     | 164.71)     | 250.46          |
| 118160 Special Assessments Receivables-201 | 3,631.83        | 0.00       | 0.00         | 0.00        | 3,631.83        |
| 118170 Special Assessments Receivables-201 | 81,478.62       | 0.00       | 56,015.61 (  | 56,015.61)  | 25,463.01       |
| 172000 Revenues (Credit)                   | ( 1,234,978.56) | 0.00       | 119,938.14 ( | 119,938.14) | ( 1,354,916.70) |
| Total ASSETS                               | ( 328,506.78)   | 119,938.14 | 302,032.12 ( | 182,093.98) | ( 510,600.76)   |
| LIABILITIES AND FUND EQUITY                |                 |            |              |             |                 |
| 202000 Accounts Payable                    | 0.00            | 65,163.28  | 65,163.28    | 0.00        | 0.00            |
| 223000 Deferred Revenue/Uncollected Taxes  | 85,661.93       | 56,180.32  | 0.00 (       | 56,180.32)  | 29,481.61       |
| 242000 Expenditures (Debit)                | ( 1,089,045.92) | 125,913.66 | 0.00 (       | 125,913.66) | ( 1,214,959.58) |
| 271000 Unreserved Fund Balance             | 674,877.21      | 0.00       | 0.00         | 0.00        | 674,877.21      |
| Total LIABILITIES AND FUND EQUITY          | ( 328,506.78)   | 247,257.26 | 65,163.28 (  | 182,093.98) | ( 510,600.76)   |

## RESOLUTION NO. 4185

### **A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 205 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 205 FOR THE FISCAL YEAR 2018-2019**

**WHEREAS**, on the 15th day of May, 1984, the City Council of the City of Miles City, Montana, passed Ordinance No. 933 and Resolution No. 2285 creating Maintenance District No. 205 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

**WHEREAS**, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

**WHEREAS**, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 205 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2018-2019 is \$429,718

### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY MONTANA, AS FOLLOWS:**

Section 1: That to defray the costs of maintaining Maintenance District No. 205 for the fiscal year 2018-2019 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 205: 0.030445per  
sq. ft. assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$213.12

Section 2: That there shall be maintained open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 205, is on file in his or her office and is subject to inspection and said notice shall be published at in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on 28<sup>th</sup> day of August, 2018, at 6:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 14<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED THIS 28<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

## NON-LEVIED FUNDS - SUMMARY SCHEDULE

NE side of City

234,084.÷  
8,394,252.42=  
0.027886\*  
0.027886x  
7,000.=  
195.202000\*  
195.202000+  
145.936000-  
49.266000\*

|           |   |
|-----------|---|
| (809,544) | *if negative appropriations exceed revenues |
| 0         | *if other than zero budget is not balanced  |

\*if other than zero budget is not balanced

213-115000+  
145-9,30000-  
67-185000\*

15%

10%

07/24/18  
11:05:05

CITY OF MILES CITY  
Expenditure Budget by Org Report -- MultiYear Actuals  
For the Year: 2018 - 2019

Page: 1 of 2  
Report ID: B240A1

108 Unpaved Street Maintenance

| Account                        | Object | Actuals |         |         |         | Current |        | Prelim  |  | Budget  | Final   | % Old  |
|--------------------------------|--------|---------|---------|---------|---------|---------|--------|---------|--|---------|---------|--------|
|                                |        | 14-15   | 15-16   | 16-17   | 17-18   | Budget  | % Exp. | Budget  |  | Changes | Budget  | Budget |
|                                |        |         |         |         |         | 17-18   | 17-18  | 18-19   |  | 18-19   | 18-19   | 18-19  |
| <hr/>                          |        |         |         |         |         |         |        |         |  |         |         |        |
| 2520 STR MAINT DIST #205       |        |         |         |         |         |         |        |         |  |         |         |        |
| 411101 Labor Negotiations      |        |         |         |         |         |         |        |         |  |         |         |        |
| 350 Professional Services      |        | 63      |         |         |         | 0       | 0%     |         |  |         | 0       | 0%     |
| Account:                       |        | 63      |         |         |         | 0       | ***%   | 0       |  | 0       | 0       | 0%     |
| <hr/>                          |        |         |         |         |         |         |        |         |  |         |         |        |
| 430220 Operations              |        |         |         |         |         |         |        |         |  |         |         |        |
| 111 Salaries and Wages - Perm  |        | 58,747  | 60,002  | 64,331  | 68,967  | 70,961  | 97%    | 77,380  |  |         | 77,380  | 109%   |
| 121 OVERTIME-PERMANENT         |        | 1,875   | 1,286   | 2,450   | 5,580   | 3,500   | 159%   | 2,500   |  |         | 2,500   | 71%    |
| 131 VACATION                   |        | 4,102   | 3,877   | 5,990   | 6,856   | 10,000  | 69%    | 6,000   |  |         | 6,000   | 60%    |
| 132 SICK LEAVE                 |        | 2,110   | 4,127   | 3,825   | 5,304   | 5,000   | 106%   | 3,800   |  |         | 3,800   | 76%    |
| 133 OTHER LEAVE PAY            |        |         | 869     | 1,139   | 1,018   | 1,464   | 70%    | 1,176   |  |         | 1,176   | 80%    |
| 134 HOLIDAY PAY                |        | 341     | 104     | 751     | 512     | 600     | 85%    | 800     |  |         | 800     | 133%   |
| 141 Unemployment Insurance     |        | 303     | 106     | 118     | 218     | 133     | 164%   | 137     |  |         | 137     | 103%   |
| 142 Workers' Compensation      |        | 3,552   | 3,686   | 4,154   | 4,342   | 4,677   | 93%    | 4,740   |  |         | 4,740   | 101%   |
| 143 Health Insurance           |        | 11,031  | 11,813  | 12,944  | 14,516  | 13,638  | 106%   | 16,333  |  |         | 16,333  | 119%   |
| 144 FICA                       |        | 4,923   | 5,171   | 5,840   | 6,529   | 6,906   | 95%    | 7,038   |  |         | 7,038   | 101%   |
| 145 PERS                       |        | 5,373   | 5,748   | 6,498   | 7,288   | 7,507   | 97%    | 7,763   |  |         | 7,763   | 103%   |
| 196 CLOTHING ALLOTMENT         |        | 206     | 228     | 228     | 239     | 250     | 96%    | 300     |  |         | 300     | 120%   |
| 210 Office Supplies and Mater  |        | 129     | 128     | 179     | 283     | 200     | 142%   | 1,000   |  |         | 1,000   | 500%   |
| 214 Small Items of Equipment   |        | 1,418   | 1,510   | 840     | 187     | 3,000   | 6%     | 2,000   |  |         | 2,000   | 66%    |
| 220 Operating Expenses         |        | 3,352   | 2,421   | 3,822   | 4,258   | 4,000   | 106%   | 4,500   |  |         | 4,500   | 112%   |
| 222 Chemicals, Lab & Med Suppl |        |         |         |         |         | 500     | 0%     | 500     |  |         | 500     | 100%   |
| 226 Clothing and Uniforms      |        | 150     | 98      | 29      | 119     | 200     | 60%    | 200     |  |         | 200     | 100%   |
| 230 Repair and Maintenance Su  |        | 824     | 1,988   | 2,059   | 1,607   | 5,000   | 32%    | 5,000   |  |         | 5,000   | 100%   |
| 231 Gas, Oil, Diesel Fuel, Gr  |        | 9,353   | 5,698   | 6,911   | 11,468  | 10,000  | 115%   | 10,000  |  |         | 10,000  | 100%   |
| 242 Sign Parts and Supplies    |        | 1,779   | 1,811   | 2,233   | 1,080   | 2,500   | 43%    | 2,500   |  |         | 2,500   | 100%   |
| 311 Postage, Box Rent, Etc.    |        | 4       | 8       | 9       | 331     | 40      | 828%   | 40      |  |         | 40      | 100%   |
| 320 Printing, Duplicating, Ty  |        | 20      |         |         | 52      | 0       | ***%   |         |  |         | 0       | 0%     |
| 330 Publicity, Subscriptions   |        | 121     | 83      | 13      |         | 150     | 0%     | 150     |  |         | 150     | 100%   |
| 331 Publication of Formal & L  |        |         |         | 25      |         | 0       | 0%     |         |  |         | 0       | 0%     |
| 334 Memberships, Registration  |        | 37      | 38      | 39      | 58      | 50      | 116%   | 50      |  |         | 50      | 100%   |
| 341 Electric Utility Services  |        | 67      | 38      | 56      | 78      | 150     | 52%    | 150     |  |         | 150     | 100%   |
| 344 Gas Utility Service        |        | 125     | 19      | 93      | 74      | 200     | 37%    | 200     |  |         | 200     | 100%   |
| 345 Telephone                  |        | 755     | 614     | 490     | 568     | 750     | 76%    | 750     |  |         | 750     | 100%   |
| 350 Professional Services      |        | 194     | 477     | 179     | 201     | 1,000   | 20%    | 10,000  |  |         | 10,000  | 1000%  |
| Snow Removal                   |        |         |         |         |         |         |        |         |  |         |         |        |
| 360 Contr R & M                |        | 717     | 841     | 1,009   | 868     | 1,242   | 70%    | 1,242   |  |         | 1,242   | 100%   |
| 363 R&M Vehicles/Equip/Labor-  |        | 30,098  | 31,847  | 31,233  | 32,998  | 35,000  | 94%    | 35,000  |  |         | 35,000  | 100%   |
| 370 Travel                     |        | 143     | 108     | 72      | 74      | 250     | 30%    | 250     |  |         | 250     | 100%   |
| 380 Training Services          |        | 75      | 165     | 243     | 86      | 200     | 43%    | 200     |  |         | 200     | 100%   |
| 382 Books                      |        | 16      | 12      |         |         | 100     | 0%     | 100     |  |         | 100     | 100%   |
| 511 Insurance on Buildings     |        | 198     | 192     | 187     | 167     | 167     | 100%   | 162     |  |         | 162     | 97%    |
| 512 Insurance on Vehicles & E  |        | 783     | 673     | 761     | 813     | 814     | 100%   | 873     |  |         | 873     | 107%   |
| 513 Liability                  |        | 797     | 761     | 1,416   | 3,177   | 838     | 379%   | 2,238   |  |         | 2,238   | 267%   |
| 531 Building & Office Rental   |        | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 100%   | 2,000   |  |         | 2,000   | 100%   |
| 532 Land Rental                |        |         |         |         | 60      | 1,500   | 4%     | 1,500   |  |         | 1,500   | 100%   |
| Account:                       |        | 145,718 | 148,547 | 162,166 | 181,976 | 194,487 | 94%    | 208,572 |  | 0       | 208,572 | 107%   |

07/24/18  
11:05:05

CITY OF MILES CITY  
Expenditure Budget by Org Report -- MultiYear Actuals  
For the Year: 2016 - 2019

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106 Unpaved Street Maintenance

| Account | Object                                | Actuals |         |         |         | Current | %     | Prelim. | Budget  | Final   | % Old  |
|---------|---------------------------------------|---------|---------|---------|---------|---------|-------|---------|---------|---------|--------|
|         |                                       | 14-15   | 15-16   | 16-17   | 17-18   | Budget  | Exp.  | Budget  | Changes | Budget  | Budget |
|         |                                       | 14-15   | 15-16   | 16-17   | 17-18   | 17-18   | 17-18 | 18-19   | 18-19   | 18-19   | 18-19  |
| 430233  | Roadway/Re-surfacing                  |         |         |         |         |         |       |         |         |         |        |
| 350     | Professional Services                 | 149,178 | 405,149 | 13,838  | 136,620 | 225,000 | 61%   | 125,000 |         | 125,000 | 55%    |
|         | Account:                              | 149,178 | 405,149 | 13,838  | 136,620 | 225,000 | 61%   | 125,000 | 0       | 125,000 | 55%    |
| 430235  | Storm Drain & Culvert Maintenance     |         |         |         |         |         |       |         |         |         |        |
| 230     | Repair and Maintenance Su             | 307     | 2,766   | 1,924   |         | 2,000   | 0%    | 500     |         | 500     | 25%    |
| 350     | Professional Services                 |         |         |         |         | 0       | 0%    | 10,000  |         | 10,000  | *****% |
|         | Account:                              | 307     | 2,766   | 1,924   |         | 2,000   | 0%    | 10,500  | 0       | 10,500  | 525%   |
| 521000  | Interfund Operating Transfers Out     |         |         |         |         |         |       |         |         |         |        |
| 820     | Transfers to Other Funds              | 57,723  | 66,619  | 34,214  | 47,248  | 48,943  | 97%   | 85,646  |         | 85,646  | 174%   |
|         | Equipment \$ \$55,000- True # 7/12/18 |         |         |         |         |         |       |         |         |         |        |
|         | Admin Fees \$ 20,963                  |         |         |         |         |         |       |         |         |         |        |
|         | Planner- \$4,883 True # 4/27/18       |         |         |         |         |         |       |         |         |         |        |
|         | Rent to 6040- \$4,800 True # 7/17/18  |         |         |         |         |         |       |         |         |         |        |
|         | Account:                              | 57,723  | 66,619  | 34,214  | 47,248  | 48,943  | 97%   | 85,646  | 0       | 85,646  | 174%   |
|         | Fund:                                 | 352,989 | 623,081 | 212,142 | 365,844 | 470,430 | 78%   | 429,718 | 0       | 429,718 | 91%    |
|         | Orgn:                                 | 352,989 | 623,081 | 212,142 | 365,844 | 470,430 | 78%   | 429,718 | 0       | 429,718 | 91%    |
|         | Grand Total:                          | 352,989 | 623,081 | 212,142 | 365,844 | 470,430 |       | 429,718 | 0       | 429,718 |        |

07/20/18  
13:53:38

CITY OF MILES CITY  
Trial Balance  
For the Accounting Period: 6 / 18

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2520 STR MAINT DIST #205

| Account                                     | Beginning     | Debit     | Credit      | Net Change | Ending Balance |
|---|---------------|-----------|-------------|------------|----------------|
| ASSETS                                      |               |           |             |            |                |
| 101000 Cash - Operating                     | 219,437.06    | 24,435.28 | 26,752.22 ( | 2,316.94)  | 217,120.12     |
| 118130 Special Assessments Receivable 2013( | 45.28)        | 0.00      | 0.00        | 0.00 (     | 45.28)         |
| 118140 Special Assessments Receivables-201  | 214.50        | 0.00      | 0.00        | 0.00       | 214.50         |
| 118150 Special Assessments Receivables-201  | 210.08        | 0.00      | 0.00        | 0.00       | 210.08         |
| 118160 Special Assessments Receivables-201  | 1,983.99      | 0.00      | 0.00        | 0.00       | 1,983.99       |
| 118170 Special Assessments Receivables-201  | 16,322.05     | 0.00      | 6,652.31 (  | 6,652.31)  | 9,669.74       |
| 172000 Revenues (Credit)                    | ( 217,308.92) | 0.00      | 24,435.28 ( | 24,435.28) | ( 241,744.20)  |
| Total ASSETS                                | 20,813.48     | 24,435.28 | 57,839.81 ( | 33,404.53) | ( 12,591.05)   |
| LIABILITIES AND FUND EQUITY                 |               |           |             |            |                |
| 202000 Accounts Payable                     | 0.00          | 9,187.60  | 9,187.60    | 0.00       | 0.00           |
| 223000 Deferred Revenue/Uncollected Taxes   | 18,685.18     | 6,652.31  | 0.00 (      | 6,652.31)  | 12,032.87      |
| 242000 Expenditures (Debit)                 | ( 339,089.99) | 26,752.22 | 0.00 (      | 26,752.22) | ( 365,842.21)  |
| 271000 Unreserved Fund Balance              | 341,218.29    | 0.00      | 0.00        | 0.00       | 341,218.29     |
| Total LIABILITIES AND FUND EQUITY           | 20,813.48     | 42,592.13 | 9,187.60 (  | 33,404.53) | ( 12,591.05)   |



## RESOLUTION NO. 4186

### **A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 207 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 207 FOR THE FISCAL YEAR 2018-2019**

WHEREAS, on the 27th day of March, 2007, the City Council of the City of Miles, Montana, passed Ordinance No. 1167 and on March 13<sup>th</sup>, 2007 Resolution No. 3137 creating Maintenance District No. 207 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 207 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2018-2019 is \$7,196.

### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY MONTANA, AS FOLLOWS:**

Section 1: That to defray the costs of maintaining Maintenance District No. 207 for the fiscal year 2018-2019 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 207: 0.009556 per  
sq. ft. assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$66.89.

Section 2: That there shall be maintained open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 207, is on file in his or her office and is subject to inspection and said notice shall be published at in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on 28<sup>th</sup> day of August, 2018, at 6:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 14<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED THIS 28<sup>th</sup> day of August, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

## NON-LEVIED FUNDS - SUMMARY SCHEDULE

Fiscal Year: 20 16

| Fund # | Fund Name             | (1)<br>Appropriation | (2)<br>Budgeted<br>Cash<br>Reserve | (3)=(1)+(2)<br>Total<br>Requirements | (4)<br>Cash<br>Available<br>(Less current<br>liabilities) | (5)<br>Total<br>Non-Tax<br>Revenues | (6)=(4)+(5)<br>Total<br>Resources | Estimated<br>Ending<br>Cash<br>Balance |
|--------|-----------------------|----------------------|------------------------------------|--------------------------------------|---|-------------------------------------|-----------------------------------|--|
| 7540   | Sir Maint # 207 83%   | 7196                 | 2,375                              | 9,571                                | 4,712   | 4,859                               | 9,571                             | 2,375                                  |
|        | Sir Maint # 207 21%   | 7196                 | 1,943                              | 9,139                                | 4,712   | 4,427                               | 9,139                             | 1,943                                  |
|        |                       |                      | 0                                  | 0                                    | 0   | 0                                   | 0                                 | 0                                      |
|        | Sir Maint # 207 15%   | 7196                 | 1,079                              | 8,275                                | 4,712   | 3,563                               | 8,275                             | 1,079                                  |
|        |                       |                      |                                    | 0                                    |   | 0                                   | 0                                 | 0                                      |
|        | Sir Maint # 207 33%   |                      |                                    | 0                                    |   | 0                                   | 0                                 | 0                                      |
|        |                       |                      |                                    | 0                                    |   | 0                                   | 0                                 | 0                                      |
|        |                       |                      |                                    | 0                                    |   | 0                                   | 0                                 | 0                                      |
|        |                       |                      |                                    | 0                                    |   | 0                                   | 0                                 | 0                                      |
|        |                       |                      |                                    | 0                                    |   | 0                                   | 0                                 | 0                                      |
|        |                       |                      |                                    | 0                                    |   | 0                                   | 0                                 | 0                                      |
|        |                       |                      |                                    | 0                                    |   | 0                                   | 0                                 | 0                                      |
|        | Last Year 108,073 37% |                      |                                    | 0                                    | -   |                                     | 0                                 | 0                                      |
|        |                       |                      |                                    | 0                                    |   |                                     | 0                                 | 0                                      |
|        |                       |                      |                                    | 0                                    |   |                                     | 0                                 | 0                                      |
|        |                       |                      |                                    | 0                                    |   |                                     | 0                                 | 0                                      |
|        |                       |                      |                                    | 0                                    |   |                                     | 0                                 | 0                                      |
| TOTAL  |                       | 21,588               | 5,397                              | 26,985                               | 14,136  | 12,849                              | 26,985                            | 5,397                                  |

### Total Requirements compared to Total Resources

|         |  |
|---------|--|
| (8,739) |  |
| 0       |  |

\*if negative appropriations exceed revenues

- if other than zero budget is not balanced

66-8922000-  
T-000-0  
66-8922000-  
66-8922000-  
108-075000-  
41-1810000

$$4 \div 427 = 0$$
$$508 \div 445 = 00$$
$$0 = 006706$$

0-008706\*  
7-000-  
60-942000\*

60-942000-  
108-073000-  
47-131000-

$$0.007007$$

0.007007  
7,000  
49.049000

108-073000  
49-049000  
59-024000

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08:10:19

CITY OF MILES CITY  
Expenditure Budget Report -- MultiYear Actuals  
For the Year: 2018 - 2019

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Report ID: B240

2540 CTR MAINT DIST#207-(MILESTOWN ESTATES)

| Account      | Object                            | Actuals |         |         |         | Current |      | Prelim. | Budget  | Final   | % Old  |
|--------------|-----------------------------------|---------|---------|---------|---------|---------|------|---------|---------|---------|--------|
|              |                                   | 14-15   | 15-16   | 16-17   | 17-18   | Budget  | Exp. |         | Changes | Budget  | Budget |
| 430220       | Operations                        |         |         |         |         |         |      |         |         |         |        |
| 111          | Salaries and Wages - Perm         | 3,028   | 3,163   | 3,265   | 3,446   | 3,790   | 91%  | 3,772   |         | 3,772   | 100%   |
| 121          | OVERTIME-PERMANENT                | 114     | 80      | 134     | 293     | 100     | 293% | 100     |         | 100     | 100%   |
| 131          | VACATION                          | 224     | 218     | 297     | 355     | 300     | 118% | 300     |         | 300     | 100%   |
| 132          | SICK LEAVE                        | 116     | 212     | 195     | 275     | 100     | 275% | 200     |         | 200     | 200%   |
| 133          | OTHER LEAVE PAY                   |         | 40      | 47      | 44      | 59      | 75%  | 39      |         | 39      | 66%    |
| 134          | HOLIDAY PAY                       | 22      | 7       | 40      | 25      | 20      | 125% | 40      |         | 40      | 200%   |
| 141          | Unemployment Insurance            | 16      | 5       | 6       | 11      | 6       | 183% | 7       |         | 7       | 117%   |
| 142          | Workers' Compensation             | 185     | 195     | 208     | 216     | 226     | 96%  | 228     |         | 228     | 101%   |
| 143          | Health Insurance                  | 575     | 622     | 657     | 729     | 772     | 94%  | 710     |         | 710     | 92%    |
| 144          | FICA                              | 257     | 275     | 297     | 328     | 334     | 98%  | 340     |         | 340     | 102%   |
| 145          | PERS                              | 281     | 305     | 330     | 368     | 4,077   | 9%   | 383     |         | 383     | 9%     |
| 196          | CLOTHING ALLOTMENT                | 11      | 12      | 12      | 12      | 20      | 60%  | 20      |         | 20      | 100%   |
| 350          | Professional Services             | 3       | 149     |         |         | 1,000   | 0%   | 1,000   |         | 1,000   | 100%   |
|              | Account:                          | 4,832   | 5,283   | 5,488   | 6,102   | 10,804  | 56%  | 7,139   | 0       | 7,139   | 66%    |
| 510330       | Comprehensive Liability Insurance |         |         |         |         |         |      |         |         |         |        |
| 513          | Liability                         | 29      | 40      | 24      | 130     | 131     | 99%  | 57      |         | 57      | 44%    |
|              | Account:                          | 29      | 40      | 24      | 130     | 131     | 99%  | 57      | 0       | 57      | 44%    |
|              | Fund:                             | 4,861   | 5,323   | 5,512   | 6,232   | 10,935  | 57%  | 7,196   | 0       | 7,196   | 66%    |
| Grand Total: |                                   | 357,850 | 628,404 | 217,654 | 372,076 | 481,365 |      | 475,211 | 0       | 475,211 |        |

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12:53:38

CITY OF MILES CITY  
Trial Balance  
For the Accounting Period: 6 / 16

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2540 STE MAINT DISTRICT- (MILESTOWN ESTATES)

| Account                                    | Beginning   | Debit    | Credit     | Net Change | Ending Balance |
|--|-------------|----------|------------|------------|----------------|
| ASSETS                                     |             |          |            |            |                |
| 101000 Cash - Operating                    | 4,471.78    | 772.17   | 531.94     | 240.23     | 4,712.01       |
| 116170 Special Assessments Receivables-201 | 872.17      | 0.00     | 747.37 (   | 747.37)    | 124.80         |
| 172000 Revenues (Credit)                   | ( 7,031.98) | 0.00     | 772.17 (   | 772.17)    | ( 7,804.15)    |
| Total ASSETS                               | ( 1,688.03) | 772.17   | 2,051.48 ( | 1,279.31)  | ( 2,967.34)    |
| LIABILITIES AND FUND EQUITY                |             |          |            |            |                |
| 223000 Deferred Revenue/Uncollected Taxes  | 872.17      | 747.37   | 0.00 (     | 747.37)    | 124.80         |
| 242000 Expenditures (Debit)                | ( 5,699.31) | 531.94   | 0.00 (     | 531.94)    | ( 6,231.25)    |
| 271000 Unreserved Fund Balance             | 3,139.11    | 0.00     | 0.00       | 0.00       | 3,139.11       |
| Total LIABILITIES AND FUND EQUITY          | ( 1,688.03) | 1,279.31 | 0.00 (     | 1,279.31)  | ( 2,967.34)    |

# Offer of Amendments to FY 18/19 Preliminary Budget

| FUND | ACCOUNT | REVENUE |              | TOTAL AMOUNT | DESCRIPTION                               |
|------|---------|---------|--------------|--------------|---|
|      |         | AMOUNT  | AMENDED      |              |   |
| 5310 | 381070  | \$      | 656,755.00   | \$           | 656,755.00 SRF Loan                       |
| 2935 | 346080  | \$      | 1,200.00     | \$           | Historic Preservation anticipated grant   |
| 2935 | 365000  | \$      | 1,000.00     | \$           | Historic Preservation anticipated grant   |
| 2260 | 311010  | \$      | 18,282.00    | \$           | Emergency Disaster-2 Mill                 |
| 2260 | 311020  | \$      | 447.00       | \$           | Emergency Disaster-2 Mill                 |
| 2510 | 383000  | \$      | 14,982.00    | \$           | #204 Transfer from                        |
| 2520 | 383000  | \$      | 3,745.00     | \$           | #205 Transfer from                        |
| 5610 | 381070  | \$      | 4,000.00     | \$           | Increase Airport grant received           |
| 1000 | 341075  | \$      | 7,500.00     | \$           | Increase Interlocal Agreement Revenue     |
| 1000 | 341075  | \$      | (31,034.00)  | \$           | Decrease Interlocal Agreement Revenue SRO |
| 5610 | 331129  | \$      | (391,950.00) | \$           | Decrease FFA Grant-Airport                |
| 5610 | 331127  | \$      | 129,190.00   | \$           | Increase FFA Grant-Airport                |
| 5610 | 334060  | \$      | (34,865.00)  | \$           | Decrease Coal Board Grant-Airport         |

## EXPENDITURES

|                     |    |              |    |            |   |
|---------------------|----|--------------|----|------------|---|
| 2935 11-460461-210  | \$ | 1,200.00     | \$ | 1,450.00   | Historic Preservation adjustment          |
| 2935 11-460461-345  | \$ | (55.00)      | \$ | 15.00      | Historic Preservation adjustment          |
| 2935 11-460461-347  | \$ | 55.00        | \$ | 55.00      | Historic Preservation adjustment          |
| 2935 11-460461-350  | \$ | 1,000.00     | \$ | 1,800.00   | Historic Preservation adjustment          |
| 2510 107-430236-220 | \$ | (100,000.00) | \$ | 100,000.00 | Decrease #204 Expenditure                 |
| 2510 107-430236-350 | \$ | (100,000.00) | \$ | 350,000.00 | Decrease #204 Expenditure                 |
| 2260 201-521000-820 | \$ | 18,727.00    | \$ | 18,727.00  | Transfer 2Mill to #204                    |
| 1000 004-411100-111 | \$ | 9,108.00     | \$ | 103,724.00 | Adjustment for Admin Asst wages-Attorney  |
| 1000 004-411100-141 | \$ | 14.00        | \$ | 163.00     | Adjustment for Admin Asst wages-Attorney  |
| 1000 004-411100-142 | \$ | 114.00       | \$ | 688.00     | Adjustment for Admin Asst wages-Attorney  |
| 1000 004-411100-143 | \$ | 6,576.00     | \$ | 8,876.00   | Adjustment for Admin Asst wages-Attorney  |
| 1000 004-411100-144 | \$ | 697.00       | \$ | 8,287.00   | Adjustment for Admin Asst wages-Attorney  |
| 1000 004-411100-145 | \$ | 771.00       | \$ | 9,175.00   | Adjustment for Admin Asst wages-Attorney  |
| 5610 087-430300-911 | \$ | (435,500.00) | \$ | -          | Decrease expenditure, add partial to #944 |
| 5610 087-430300-944 | \$ | 140,444.00   | \$ | 140,044.00 | Snow Removal Environment Study            |
| 5610 087-430300-925 | \$ | 264,000.00   | \$ | 264,000.00 | Industrial Park Project                   |

# New Business

## RESOLUTION NO. 4188

**A RESOLUTION APPROVING AND ADOPTING A FINAL BUDGET FOR THE CITY OF MILES CITY FOR FY 2018-2019; AUTHORIZING PROCEDURE FOR ADJUSTMENTS TO APPROPRIATIONS FOR CERTAIN FEE BASED BUDGETS; AUTHORIZING PROCEDURE FOR TRANSFERRING APPROPRIATIONS BETWEEN ITEMS WITHIN THE SAME FUND**

*WHEREAS*, there was presented to the City Council of the City of Miles City, Montana a preliminary budget for the City of Miles City fiscal year 2018-2019;

*AND WHEREAS*, a public hearing was duly noticed and held on August 14, 2018 and again on August 28, 2018, upon such preliminary budget as required by §7-6-4024 MCA;

*AND WHEREAS*, upon due consideration of all matters presented at such public hearing, and the City Council having made such amendments, if any, to such preliminary budget as deemed necessary;

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

1. The budget attached hereto as Exhibit "A" (hereinafter "the Final FY 2018-2019 Budget,") and by this reference made a part hereof, is hereby approved and adopted.
2. The appropriations set forth in the Final FY 2018-2019 Budget are hereby authorized.
3. The spending for each fund in the FY 2018-2019 Budget is limited at the level of detail set forth in Exhibit "A" to this resolution, except that:
  - a. Pursuant to the authority of §7-6-4031 MCA, the City Council is hereby authorized throughout the budget period, by appropriate resolution, to transfer appropriations in the Final FY 2018-2019 Budget between items within the same fund; and
  - b. Pursuant to the authority of §7-6-4012 MCA, adjustments to appropriations for the following fee-based budgets may be authorized by the City Council during FY 2018-2019:
    - i. Fund No. 2394 Building Inspection
    - ii. Fund No. 2270 Health Fund
    - iii. Fund No. 5510 Ambulance Fund
    - iv. Fund No. 5610 Airport Fund
    - v. Fund No. 6040 Public Works Garage Fund

Provided, all adjustment of fee-based appropriations must be based upon the cost of providing services supported by the fees, and fully funded by the related fees for services, fund reserves, or non-fee revenue such as interest.

4. This Resolution is effective July 1, 2018.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 28<sup>th</sup> DAY OF AUGUST, 2018.**

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk



## RESOLUTION NO. 4189

A RESOLUTION ELECTING TO OPERATE UNDER THE ALL-PURPOSE MILL LEVY AND FIXING THE TAX LEVY FOR THE GENERAL FUND, AMBULANCE FUND AND AIRPORT FUND TO BE LEVIED AND ASSESSED ON ALL THE TAXABLE PROPERTY IN THE CITY OF MILES CITY FOR FISCAL YEAR 2018-2019

*WHEREAS* the City Council of The City of Miles City, Montana, on August 28, 2018, by Resolution No. 4188 approved and adopted a final budget for the City of Miles City for fiscal year 2018-2019;

*AND WHEREAS*, pursuant to §7-6-4451, the City Council has determined that it is in the best interests of the City of Miles City to operate under the all-purpose annual mill levy;

*AND WHEREAS*, the City Council has determined the amount of taxes required to balance the budgets as provided in §§7-6-4034 and 7-6-4036 MCA;

*AND WHEREAS*, the City Council is required by law to fix the tax levy required for the City of Miles City for FY 2018-2019;

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

1. The City of Miles City elects to operate under the all-purpose mill levy authorized by §7-6-4451 for Fiscal Year 2018-2019.
2. There is hereby levied and assessed for the Fiscal Year 2018-2019 on all taxable property within the City of Miles City, Montana, a tax for 192.87 mills in the following respective amounts and for the following purposes:
  - A. For the general municipal and administrative purposes 190.37 mills, the money to be collected therefrom to be placed in a fund known as the "General Fund" and to be used for said purposes.
  - B. For the purpose of providing ambulance service by the City of Miles City, 1.00 mills, the money to be collected therefrom to be placed in a fund known as the "Ambulance Fund" and to be used for said purposes.
  - C. For the purposes of operation of the City-County Airport, 1.50 mills, the money to be collected therefrom to be placed in a fund known as the "Airport Fund" and to be used for said purposes.
3. The City Clerk is hereby directed to at once certify to the Clerk and Recorder of Custer County, Montana, a copy 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, AT ITS REGULAR MEETING, DULY NOTICED, THIS 28<sup>th</sup> DAY OF AUGUST, 2018.

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

[illegible]

RESOLUTION NO. 4191

**A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT  
BETWEEN THE CITY OF MILES CITY, COWTOWN AG SUPPLY, LLC, FOR  
CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.**

*WHEREAS*, the City of Miles City leases certain property to COWTOWN AG SUPPLY, LLC, a Montana limited liability company, hereinafter referred to as "Tenant," for certain real property located in Custer County, Montanan, to wit:

Legal Description: Tracts R, S, and T of the Industrial Site west  
of Miles City, Montana;

*AND WHEREAS*, Tenant owns substantial permanent improvements upon said leasehold, including a manufacturing plant and a truck washout facility, and desires to continue leasing said property at the current lease rates adopted by the City of Miles City, as authorized by Resolution 4100 regarding leaseholds upon which tenants own substantial permanent improvements;

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

The City Council hereby authorizes and approves the terms and condition of the Lease Agreement between the City of Miles City, and Cowtown Ag Supply, LLC, attached hereto as Exhibit "A", and adopts the Staff Report prepared by City Planner Dawn Colton, attached hereto as Exhibit "B", both of which are made a part hereof by this reference; and hereby authorizes the Mayor of the City of Miles City to execute such lease and bind the City of Miles City thereto and to perform the terms and conditions of such lease.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY AN  
AFFIRMATIVE VOTE OF 2/3 OR THE MEMBERSHIP OF THE CITY  
COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 28<sup>TH</sup> DAY OF  
AUGUST, 2018.**

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

## CITY PROPERTY LEASE AGREEMENT

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of *August 2018*, by and between the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana 59301, hereinafter referred to as the "**CITY**" and **Cowtown Ag Supply, LLC** a Montana limited liability company, located at 240 Garryowen Road, mailing address 501 Pleasant St., Miles City, MT 59301 hereinafter referred to as "**TENANT**".

### **RECITALS:**

**WHEREAS** the CITY owns certain real property located in SE1/4SW1/4 Sec 32 T8N R47E Custer County, Montana, more particularly described as follows:

Tract R of the Industrial Site west of Miles City, Montana, containing 142,441.2 square feet, more or less; and

Tract S of the Industrial Site west of Miles City, Montana, containing 125,017.20 square feet, more or less; and

Tract T of the Industrial Site west of Miles City, Montana, containing 83,199.60 square feet, more or less.

**AND WHEREAS** it is the desire of TENANT to lease the above described Leasehold for a term of twenty five (25) years, with rate adjustments at five (5) year increments, subject to the option to renew as hereinafter provided.

**AND WHEREAS** CITY is agreeable to providing such twenty five (25) year term lease, together with the option to renew for additional twenty five (25) year term, upon the Leasehold under the following terms and conditions;

**NOW, THEREFORE**, the parties hereto mutually covenant and agree as follows:

### **I. AGREEMENT**

The CITY, for and in consideration of the rents to be paid and the covenants to be performed by TENANT, does hereby demise, lease, and let unto TENANT the real property located *in Sec 32, T8N R47E, Custer County, Montana, hereinafter "Leasehold"* and more particularly described as follows:

**Tract R (Commercial) containing 142,441.2 square feet, more or less; and,**

**Tract S (Animal) containing 125,017.20 square feet, more or less; and,**

**Tract T (Commercial) containing 83,199.60 square feet, more or less.**

# CITY PROPERTY LEASE AGREEMENT

## II. INITIAL TERM

The term of this Agreement shall be for a period of twenty five (25) years, beginning on July 1, 2018 and expiring at midnight on June 30, 2043, hereinafter, "*the initial lease term*", subject to the option to renew this lease as provided for in Article IV of this lease.

A. Special Circumstance. This lease agreement supersedes the agreement dated 9/9/97, Resolution #2789. That agreement renewed yearly and was renewed by the TENANT on July 1, 2018 and the rent has been paid for FY 18-19. However, in order to honor yet overlap the previous agreement and to enable construction of a large manufacturing facility on Tract R, the lease rate for the first two years of the Initial Lease term shall continue as set forth in Resolution #2789. Construction completion is expected by September 30, 2019. The remainder of the first 5-year payment period will be charged as noted below.

## III. RENTAL

The annual rental for the first two years of the initial lease term described in Section II (A) shall be in accordance with the rates established by Resolution #2789, as follows:

|                        |           |
|------------------------|-----------|
| Tract R (Commercial) - | \$ 315.81 |
| Tract R (Animal) -     | \$ 250.83 |
| Tract S (Animal) -     | \$ 312.54 |
| Tract T (Commercial) - | \$ 624.00 |

The annual rental for the remainder of the payment period as described in Section II (A), from July 1, 2020 through June 30, 2024, shall be in accordance with the rates established by the CITY, as follows:

|                        |             |
|------------------------|-------------|
| Tract R (Commercial) - | \$ 2,848.82 |
| Tract S (Animal) -     | \$ 2,500.34 |
| Tract T (Commercial) - | \$ 1,663.99 |

Payments in subsequent years shall be due and payable in advance of July 1st of each subsequent year of the lease term, with the first payment being due on July 1, 2020 through June 30, 2043.

## IV. OPTION TO RENEW.

FOLLOWING the "INITIAL LEASE TERM", THIS agreement shall be automatically renew for a period not to exceed twenty five (25) years, with rate adjustments in five (5) year increments, upon the same terms and conditions herein unless the CITY or TENANT gives to the other party written notice of cancellation of said agreement not more than 90 days and not less than thirty

# CITY PROPERTY LEASE AGREEMENT

(30) days prior to the expiration of the initial or any renewal term. Rental rates at each payment period shall be at the standard rates set by resolution adopted by City Council.

## V. RESPONSIBILITIES OF THE TENANT

TENANT does hereby acknowledge, covenant and agrees as follows:

### **A. Purpose.**

TENANT desires to lease the premises described above for the following general purposes:

1. Commercial: Tracts R & T to be utilized for commercial purposes (manufacturing of agricultural products).
2. Animal: Tract S will continue use as a truck wash-out facility.

TENANT agrees to use the premises for the stated purpose and the stated purpose only, and covenants that it will not use or occupy said premises, or allow the same to be used or occupied, for any unlawful purpose or any purpose deemed extrahazardous due to fire or otherwise.

### **B. Compliance with Laws.**

TENANT shall comply with, conform to, and obey all present and future laws, ordinances, rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises.

### **C. Independent Investigation.**

TENANT acknowledges that it has carefully examined and inspected the premises and improvements and it is fully familiar and acquainted therewith, and agrees to accept the same in their present conditions, and that it is not leasing the premises because of any warranty, representation, information or promises made by the CITY or anyone acting for or on behalf of the CITY, which are not specifically set forth in this Agreement.

### **D. Maintenance.**

TENANT agrees to keep the premises and improvements thereon in good repair and upkeep, reasonable wear and tear alone excepted, and further agree neither to permit nor cause any waste on the property, or with respect to any improvements thereon. Tenant shall not create any condition which would be considered a public nuisance as defined in Chapter 15 of the Miles City Code of Ordinances. Tenant shall keep the premises in a clean and orderly condition and not allow accumulations of junked or inoperable automobiles, trucks, farm equipment, or scrap upon the premises.

# CITY PROPERTY LEASE AGREEMENT

## **E. Improvements to Remain.**

Within sixty (60) days immediately following the expiration of this lease, the TENANT shall remove any improvements located on the leasehold and shall restore, at TENANT'S expense, the leasehold premises to level with the adjoining property and in a debris free condition. "Improvements" shall not include stormwater drainage facilities or other permanent improvements provided as City Services. If inclement weather during such sixty (60) day period delays such removal and restoration, CITY shall provide TENANT with a reasonable time, not to exceed an additional sixty (60) days in which to remove the improvements and restore the leasehold. If TENANT fails to remove such improvements within such sixty (60) day period, CITY, at its option, may (1) cause the removal of such improvements and restoration of the leasehold premises to be done and shall be entitled to recover all costs and expenses of such removal and restoration from TENANT or (2) may retain all such improvements as property of CITY without compensation to TENANT. Provided, however, that upon termination of the Lease, TENANT, within such same sixty (60) day period, shall have the right to sell the improvements upon the Leasehold to a successor tenant.

In the event that any financial institution holds a security interest upon any of the improvements hereon, then, in the event of termination of this lease, whether by expiration of term or uncured default, the financial institution holding such security agreement shall be allowed to remove any improvements upon which it holds a security interest within the times provided for the TENANT to remove improvements, as set forth in the first paragraph of this subsection.

## **F. Right to Inspect.**

The CITY or the CITY'S authorized agents shall have the right to enter upon the premises after providing twenty-four (24) hours' notice and during normal business hours, in order to inspect and determine whether TENANT complies with the terms of this Agreement.

## **G. Utilities.**

TENANT agrees to pay for the use and maintenance of all utility services on the premises, including gas, electricity, telecommunications, water, sewer and solid waste disposal, if applicable.

## **H. Taxes and Assessments.**

TENANT shall pay any and all taxes and assessments which may be lawfully levied against TENANT'S occupancy or use of the premises or any improvements thereon as a result of TENANT'S occupancy.

## **I. Indemnification.**

TENANT shall indemnify and hold the CITY harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder,

# CITY PROPERTY LEASE AGREEMENT

or any tortious or negligent act on the part of TENANT, its agents, employees or customers, and TENANT hereby agrees to indemnify and hold harmless the CITY for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

## **J. Insurance.**

TENANT agrees to maintain with a good and reputable insurance company a policy of fire and extended coverage insurance covering the improvements on the premises involved herein to the maximum insurable value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the CITY. TENANT further agrees to carry minimum liability insurance in the amount of ONE MILLION AND NO/100THS DOLLARS (\$1,000,000.00) each accident, and to carry Worker's Compensation Insurance as required by the laws of the State of Montana. TENANT shall provide evidence of such current and valid insurance upon approval of this lease by the City Council of Miles City and, thereafter, each year on or before July 1, or upon demand by the lease administrator of the CITY.

## **K. Environmental Warranty.**

**1. General.** TENANT warrants and agrees to neither cause nor allow to be caused any release of hazardous substances from, into, or upon the premises, nor to cause or allow to be caused any contamination by hazardous waste or substances with respect to the premises, and that, when applicable, TENANT shall comply with all local, state and federal environmental laws and regulations.

TENANT agrees to indemnify, defend and hold harmless the CITY, its employees, agents, members, successors and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorneys and other fees, arising out of, or in any way connected to, any condition in, on or of the property, that is caused or allowed to be caused by TENANT, its agents, employees or customers. Such duty of indemnification shall include, but not to be limited to, damage, liability or loss pursuant to all local, state and federal environmental laws and regulations, strict liability and common law. The obligations hereunder shall survive the termination of this lease.

Should the occupancy involve activities that include hazardous materials, the City may require the TENANT to store those materials in a separate containment unit in accordance with local building and fire codes.

TENANT shall not be responsible under this Section for preexisting environmental hazards, if any.

**2. Trucks.** TENANT may operate a truck wash-out operation on the premises under the following conditions as approved by Resolution 3885:

A. The City of Miles City has determined that truck washing operations are able to be conducted on the leased property in such a manner as to not cause damage to the environment or to adjoining properties so long as certain



## **CITY PROPERTY LEASE AGREEMENT**

conditions are met, and the City hereby approves the washing of trucks on said leaseholds, according to certain standards which shall be established by the Public Utilities Director for the City of Miles City, and which may be amended by the Public Utilities Director or the City Council from time to time.

B. This approval is conditioned on a requirement that the Tenant promptly reclaim any damage caused by runoff to the neighboring property owned by Bert Boughton; and is further conditioned by a requirement that the Tenant drain and reclaim the holding pond on the leasehold at the termination of his lease, that the berm on the north end of the pond be increased by a height of four feet and be sloped, that the berm be wide enough that an ATV can be operated along the top of the berm, and that the Tenant complete a plan for maintenance and dewatering at the site which shall be approved by the Public Works Director.

### **L. Compliance with ADA.**

TENANT agrees to comply with the Americans with Disabilities Act as the same may apply to TENANT.

### **M. Non-Discrimination.**

TENANT hereby agrees that the premises not be used in any manner that would discriminate against any person or persons on the basis of sex, age, physical or mental handicap, race, creed, religion, color, or national origin.

## **VI. ASSIGNABILITY OF INTEREST**

TENANT shall not assign this Lease, nor sublet the premises, nor any part thereof, without the prior written consent of the CITY, which consent shall not be unreasonably withheld. No permitted sublease shall release TENANT from its obligations under this Lease.

## **VII. DEFAULT**

If TENANT shall at any time be in default in the payment of rent due hereunder, or in the performance of any of the covenants or provisions of this Lease, and TENANT shall fail to remedy such default within thirty (30) days after receipt of written notice thereof from the CITY, then it shall be lawful for the CITY to enter upon the premises, and again repossesses and enjoy the same as if the Lease had not been entered into, and thereupon this Lease and everything herein contained on the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from TENANT all rent due up to the time of such entry. In the case of such default and entry by the CITY, the ownership of any and all improvements on the premises shall vest in the CITY (if the same shall not have already

# CITY PROPERTY LEASE AGREEMENT

vested), and the CITY may re-let the premises for the remainder of TENANT'S term for the highest rent obtainable and may recover from TENANT any deficiency between the amount so obtained and the rent due hereunder from TENANT. If the default is in the performance of any of covenants or provision of this Lease, other than failure to timely pay the rental called for herein, and, by the nature of the default, it cannot reasonably be cured within a thirty (30) day period, so long as TENANT commences and diligently pursues a cure of such default promptly within the initial thirty (30) day cure period, then TENANT shall have a further reasonable time to complete such cure, not to exceed an additional sixty (60) days after the expiration of the initial thirty (30) day cure period. Payments not received by the City within thirty (30) calendar days of the annual due date shall be subject to a late fee at a rate of 10% per annum.

## **IX. MISCELLANEOUS PROVISIONS**

If is further mutually understood and agreed as follows:

### **A. Notice.**

Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Postal notice shall be deemed complete when deposited in a United States Post Office addressed to the tenant with proper postage attached.

### **B. Oral Modification Prohibited.**

No modification or alteration of this Agreement shall be valid unless evidenced by a writing signed by the parties hereto.

### **C. Attorneys Fees and Costs.**

Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing this Agreement or any provision hereunder, or protecting its rights and interest hereunder, the other or unsuccessful party shall reimburse the prevailing party upon demand.

### **D. Binding Effects.**

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under TENANT in violation of the provisions hereof shall vest in the assignee(s) any right, title, or interest whatsoever.

### **E. Time of the Essence.**

Time is of the essence of this Agreement and all obligations of this Agreement shall be performed on or before the dates set forth herein.

### **F. Incorporation of Recitals.**

# CITY PROPERTY LEASE AGREEMENT

The Recitals set forth above are incorporated into the terms and conditions of this Agreement and made a part hereof by reference.

## **G. Executed Copy.**

Each of the parties hereby acknowledges receiving an executed copy of this Agreement.

## **H. Interpretation.**

This Agreement shall be governed and construed in all respects according to the laws of the State of Montana.

## **I. Contingent Upon Approval of City Council.**

This Agreement shall not become effective until a resolution approving this lease has been adopted by the affirmative vote of two-thirds of the membership of the City Council of the City of Miles City, pursuant to §7-8-4201(2) MCA.

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement the date and year first hereinabove written.

**CITY OF MILES CITY**

By: \_\_\_\_\_  
**IT'S MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**TENANT:**

\_\_\_\_\_  
**(Legal title of tenant goes here)**

By: \_\_\_\_\_  
**(title of authorized signer or name if individual)**

EXHIBIT B  
City Council Staff Report  
Industrial Site Lease  
Renewal of Singleton Lease  
Meeting Date: Aug 28, 2018

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**SINGLETON LEASE HISTORY:**

The Federal Government patented the land along Garryowen Rd to the City of Miles City in 1950. Jerry Singleton and Gary Haynes began leasing Tracts R, S, & T, as a single leasehold, in January of 1986 at the standard rate at the time, expiring in 1991. (Note that these are not legal tracts of record. The surveys were conducted only to describe the lease areas.) The City Council approved new lease agreements, Resolutions #2789 & #2790 in 1997, renewable on a yearly basis with no provision for rate increases. See Attachment A, Res #2789 and lease agreement. The lessee has constructed improvements on the leaseholds. A 7,500 sq. ft. manufacturing plant is located on Tract S, producing steel grain bin bottoms and other agricultural steel products. A truck washout facility is on Tract T, used extensively to wash out livestock trucks after unloading at the stockyards. Tract R has no improvements at this time but is the proposed location for a new manufacturing facility.

**PROPOSAL**

Mr. Singleton's business, Cowtown Ag, wishes to expand manufacturing capacity by constructing a new facility on Tract R. In order to make this a feasible project and to obtain financing, Mr. Singleton would like to change the lease from a yearly renewal to no less than a 25-yr lease term with the option to renew for additional terms as determined by City Council. Cowtown Ag has also expressed an interest in purchasing the leased parcels. An appraisal of the tracts is in progress to determine a selling price. The General Services Administration (GSA) appraisal, as required by the patent terms, also conducts an appraisal to determine the distribution of sale proceeds to the Federal, State and City. The City would utilize both appraisals to determine if a sale is agreeable to both parties. Due to the long time frame needed to establish the sale price, Cowtown Ag needs assurance that a long-term lease can be acquired in order to proceed with the construction project.

**POLICY**

The current lease agreement automatically renews each year unless either party cancels the lease with a 30- day notice to the other party. In this case, the lease has been paid through 6/30/19, still at the original rates established in 1997.

The City Council approved updated policies with Resolutions #4053 and #4100 to reflect more favorable terms for the City's long-term lessees and City interests.

Resolution #4100 has a new provision that allows a lessee with substantial improvements on their leased property to negotiate with the City to renew a lease without going through the public bidding process.

***Section 4. Extension of Leases With Substantial Permanent Improvements.***

The City has previously leased parcels of real property and allowed the tenants to construct substantial permanent improvements upon the same. Given the impracticality for a tenant to relocate such improvements upon lease expiration, the City may, in the City's sole discretion, agree to renew such leases in circumstances where the City has allowed the Tenant to construct substantial permanent improvements, without advertising the same for lease under the provisions of Section 1. Should the City Council determine that a renewal is appropriate; any extension granted by the City Council shall be at the current lease rates established by the City Council. "Substantial Permanent Improvements" shall be determined by the City Council and shall include buildings and other improvements of significant value, but shall not include fencing or corrals.

The lease term renewed on July 1, 2018, however the City Council is able to update the lease agreement at any time to provide new lease terms. Agreeing to a long-term lease will promote economic development in the area and assure Cowtown Ag and its investors that the property will be secured for the useful life of the proposed building.

**City Council Staff Report  
Industrial Site Lease  
Renewal of Singleton Lease  
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**COUNCIL ACTION:**

Approval: Approval of a new lease agreement that includes a 25-year lease with the option to renew for another 25 years will insure that Cowtown Ag can move forward with the project. Lease rates should be adjusted at 5-year intervals.

Denial: Should Council decide not to agree to a long-term lease agreement, Cowtown Ag will consider a new location or may be forced to scrap the proposed construction project. They must break ground prior to Sept 1 to make the Industrial Park location work for current project stakeholders. Cowtown Ag may also choose to cancel the lease on Tracts R, S & T in whole or part.

**RECOMMENDATION:**

Through review of leasing policies and considering the potential of this project, staff recommends that the City Council adopt this staff report as findings of fact and recommend approval of granting a long-term lease agreement for the Singleton/Cowtown Ag lease with 5 year rate adjustments for at least the next twenty (25) years including a renewal option for an additional 25 years.

**City Council Staff Report  
Industrial Site Lease  
Renewal of Singleton Lease  
Meeting Date: Aug 28, 2018**

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**ATTACHMENT A**

City Council Staff Report  
Industrial Site Lease  
Renewal of Singleton Lease  
Meeting Date: Aug 28, 2018

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*LEASE AGREEMENT*

THIS AGREEMENT, made entered into this 9<sup>th</sup> day of September, 1997, by and between the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana 59301, hereinafter referred to as the "CITY" and **JERRY SINGLETON**, of Route 1, Box 2008, Miles City, Montana 59301, hereinafter referred to as "TENANT".

*WHEREAS*, the CITY owns certain real property located in the "Industrial Site" which it desires to lease to an appropriate TENANT; and

*WHEREAS*, TENANT desires lease said property in order to conduct its business thereon;

**NOW, THEREFORE**, the parties hereto mutually covenant and agree as follows:

***I. AGREEMENT.***

The CITY, for and in consideration of the rents to be paid and the covenants to be performed by TENANT, does hereby demise, lease, and let unto TENANT the real property located in Custer County, Montana, in the Industrial Site West of Miles City, and more particularly described as follows:

Tract R - Commercial - "Containing approximately 42,108.00 square feet, more or less  
Tract R - Animal - Containing approximately 100,333.20 square feet, more or less  
Tract S - Animal - Containing approximately 125,017.20 square feet, more or less  
Tract T - Commercial - Containing approximately 83,199.60 square feet, more or less

See map marked Exhibit "A" attached hereto and incorporated herein.

***II. TERM.***

The term of this Agreement shall be for a period of one (1) year, beginning on July 1, 1997, and expiring on June 30, 1998, subject to the option to renew as hereinafter provided.

***III. RENTAL.***

Rental for the Lease shall be as follows:

|                        |          |
|------------------------|----------|
| Tract R - Commercial - | \$315.81 |
| Tract R - Animal -     | \$250.83 |
| Tract S - Animal -     | \$312.54 |
| Tract T - Commercial - | \$624.00 |

Said rents shall be payable on or before the 1st day of July.

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***IV. RESPONSIBILITIES OF THE TENANT.***

TENANT does hereby acknowledge, covenant and agrees as follows:

**A. Purpose.**

TENANT desires to lease the premises described above for the following purposes:

1. Commercial \_\_\_\_\_
2. Animal \_\_\_\_\_

TENANT agrees to use the premises for the stated purpose and the stated purpose only, and covenants that it will not use or occupy said premises, or allow the same to be used or occupied, for any unlawful purpose or any purpose deemed extra hazardous on account of fire or otherwise.

**B. Compliance with Laws.**

TENANT shall comply with, conform to, and obey all present and future laws, ordinances, rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises.

**C. Independent Investigation.**

TENANT acknowledges that he has carefully examined and inspected the premises and improvements and he is fully familiar and acquainted therewith, and agrees to accept the same in their present conditions, and that he is not leasing the premises because of any warranty, representation, information or promises made by the CITY or anyone acting for or on behalf of the CITY, which are not specifically set forth in this Agreement.

**D. Maintenance.**

TENANT agrees to keep the premises and improvements thereon in good repair and upkeep and to preserve the same in at least as good condition as they were at the date of this Agreement, reasonable wear and tear alone excepted, and further agrees neither to permit nor cause any waste on the property, or with respect to any improvements thereon.

**E. Improvements.**

Improvements now located on the described real property shall not be removed or significantly altered. Upon the expiration of this lease, the TENANT may remove any improvements which it placed upon the premises within ninety (90) days of the expiration date (during which period TENANT shall pay a prorated monthly rental); provided, however, that the



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premises shall be restored as nearly as possible to its original condition at the TENANT'S expense.

**F. Right to Inspect.**

The CITY or the CITY'S authorized agents shall have the right to enter upon the premises after written notice and during normal business hours, in order to inspect and determine whether TENANT is in compliance with the terms of this Agreement.

**G. Utilities.**

TENANT agrees to pay for the use and maintenance of utility services on the premises, including gas, electricity, water and sanitation, if applicable.

**H. Taxes and Assessments.**

TENANT shall pay any and all taxes and assessments which may be lawfully levied against TENANT'S occupancy or use of the premises or any improvements thereon as a result of TENANT'S occupancy.

**I. Indemnification.**

TENANT shall indemnify and hold the CITY harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of TENANT, his agents, employees or customers, and TENANT hereby agrees to indemnify and hold harmless the CITY for any such loss or damage.

**J. Insurance.**

TENANT agrees to maintain with a good and reputable insurance company a policy of fire and extended coverage insurance covering the improvements on the premises involved herein to the maximum insurable value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the CITY. TENANT further agrees to carry minimum liability insurance in the amount of FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$500,000.00) for each accident, and to carry Worker's Compensation Insurance as required by the laws of the State of Montana. TENANT shall provide evidence of said current and valid insurance on demand of the CITY.

**K. Environmental Warranty.**

**1. General.** TENANT warrants and agrees to neither cause nor allow to be caused any release of hazardous substances from, into, or upon the premises, nor to cause or allow to be caused any contamination by hazardous waste or substances with respect to the premises, and that, when applicable, TENANT shall comply with all local, state and federal environmental laws and regulations.

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TENANT agrees to indemnify, defend and hold harmless the CITY, its employees, agents, members, successors and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorneys and other fees, arising out of, or in any way connected to, any condition in, on or of the property, that is caused or allowed to be caused by TENANT, its agents, employees or customers. Such duty of indemnification shall include, but not to be limited to, damage, liability or loss pursuant to all local, state and federal environmental laws and regulations, strict liability and common law.

**2. Trucks.** TENANT shall not wash out or clean truck boxes on the premises.

If TENANT desires to resume such operation, it must **first** obtain **written** approval from the CITY, which approval shall not be given unless and until:

- a. TENANT has obtained a discharge permit from the State of Montana, **and**
- b. The CITY is satisfied that the operation can be conducted without any damage to the environment and without any violation of any local, state or federal environmental law or regulation.

Furthermore, TENANT agrees that if it violates this § K.2., that the Default provisions under Article VI shall be amended so that no Notice of Default is necessary and the CITY shall have the right to immediately reenter and repossess the premises. All other provisions of Article VI shall remain applicable.

**L. Compliance with ADA.**

TENANT agrees to comply with the Americans with Disabilities Act as the same may apply to TENANT.

**M. Non-Discrimination.**

TENANT hereby agrees that the premises not be used in any manner that would discriminate against any person or persons on the basis of sex, age, physical or mental handicap, race, creed, religion, color, or national origin.

***V. ASSIGNABILITY OF INTEREST.***

TENANT shall not assign this Lease, nor sublet the premises, nor any part thereof, without the prior written consent of the CITY.

***VI. DEFAULT.***

IF TENANT shall at any time be in default in the payment of rent due hereunder, or in the performance of any of the covenants or provisions of this Lease, and TENANT shall fail to remedy such default within twenty (20) days after receipt of written notice thereof from the CITY, then it shall be lawful for the CITY to enter upon the premises, and again repossess and

**City Council Staff Report  
Industrial Site Lease  
Renewal of Singleton Lease  
Meeting Date: Aug 28, 2018**

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enjoy the same as if the Lease had not been entered into, and thereupon this Lease and everything herein contained on the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from TENANT all rent due up to the time of such entry. In the case of such default and entry by the CITY, the ownership of any and all improvements on the premises shall vest in the CITY (if the same shall not have already vested), and the CITY may relet the premises for the remainder of TENANT'S term for the highest rent obtainable and may recover from TENANT any deficiency between the amount so obtained and the rent due hereunder from TENANT.

***VII. MISCELLANEOUS PROVISIONS.***

If is further mutually understood and agreed as follows:

**A. Oral Modification Prohibited.**

No modification or alteration of this Agreement shall be valid unless evidenced by a writing signed by the parties hereto.

**B. Renewal.**

This Agreement shall be automatically renewed each year for a period not to exceed one (1) year upon the same terms and conditions herein unless the CITY or TENANT gives to the other party written notice of cancellation of said Agreement. Said notice shall be given at least thirty (30) days prior to the termination date of this Agreement or any subsequent renewal termination date.

**C. Attorneys Fees and Costs.**

Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing this Agreement or any provision hereunder, or protecting its rights and interest hereunder, the other or unsuccessful party shall reimburse the prevailing party upon demand.

**D. Binding Effects.**

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto; provide, however, that no assignment by, from, through or under TENANT in violation of the provisions hereof shall vest in the assignee(s) any right, title, or interest whatsoever.

**E. Executed Copy.**

Each of the parties hereby acknowledges receiving an executed copy of this Agreement.

City Council Staff Report  
Industrial Site Lease  
Renewal of Singleton Lease  
Meeting Date: Aug 28, 2018

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**F. Interpretation.**


This Agreement shall be governed and construed in all respects according to the laws of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the date and year first hereinabove written.

**CITY OF MILES CITY:**

By:   
ITS MAYOR

**ATTEST:**

  
PATRICIA D. HUSS, City Clerk

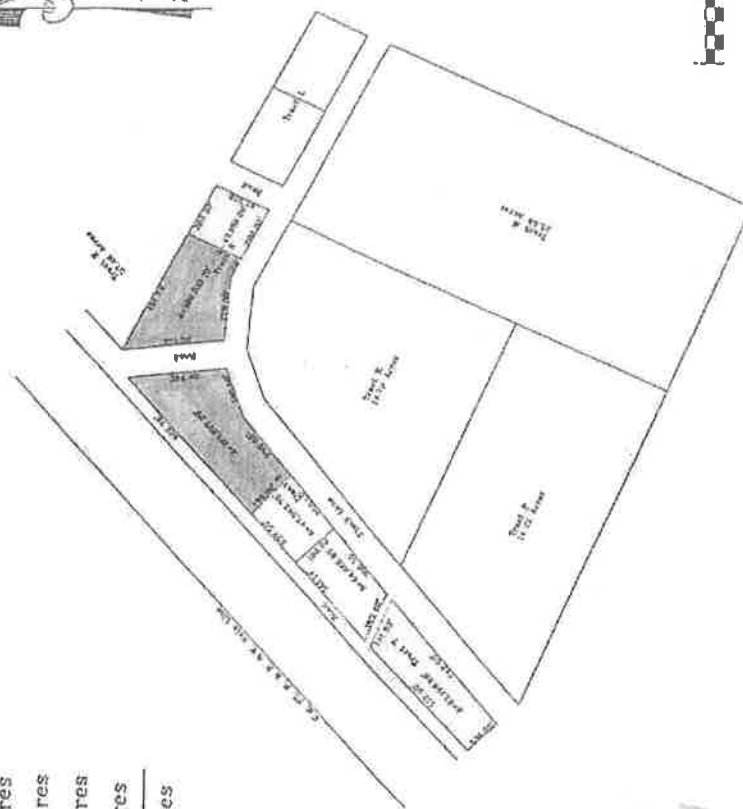
**TENANT:**

  
JERRY SINGLETON

City Council Staff Report  
Industrial Site Lease  
Renewal of Singleton Lease  
Meeting Date: Aug 28, 2018

Industrial Tracts Requested By  
City Of Miles City, MT

|         |             |
|---------|-------------|
| Tract Q | 1.50 Acres  |
| Tract R | 3.27 Acres  |
| Tract S | 5.43 Acres  |
| Tract T | 1.91 Acres  |
| Total   | 12.11 Acres |



Comments

Antenna

RESOLUTION NO. 4192

**A RESOLUTION APPROVING THE DONATION OF REAL PROPERTY TO THE CITY FROM SHARON ANN BARGER.**

*WHEREAS*, the City has notified Sharon Ann Barger (“Barger”), the owner of Lots 8 and 9 in Block 20, and Lots 3-8 in Block 42 of the Milwaukee Park Addition that said property constitutes a public nuisance;

*AND WHEREAS*, in lieu of enforcement, Barger has proposed that said property be donated to the City of Miles City, and a Warranty deed from Barger to the City has been prepared;

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

1. It does hereby accept the donation of real property from Sharon Ann Barger, with said conveyance being effectuated by the Warranty Deed attached hereto as Exhibit “A.”

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 28<sup>TH</sup> DAY OF AUGUST, 2018.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

EXHIBIT A

Return to:

City of Miles City  
P. O. Box 910  
Miles City, Montana 59301

**WARRANTY DEED**

THIS INDENTURE, made the \_\_\_\_\_ day of August, 2018 between **SHARON ANN BARGER f/k/a SHARON ANN KIMES** of 1001 Konnarock Road, Kingsport, Tennessee 37664, Party of the FIRST PART, and **CITY OF MILES CITY**, a Montana Municipal Corporation, of P. O. Box 910, Miles City, Montana 59301, Party of the SECOND PART;

WITNESSETH, that the said Party of the FIRST PART, for and in consideration of the sum of One Dollar and Other Valuable Consideration (\$1.OVC), lawful money of the United States of America to Party of the FIRST PART in hand paid by said Party of the SECOND PART, the receipt whereof is hereby acknowledged; does by these presents grant, bargain, sell, convey, warrant and confirm unto the said Party of the SECOND PART, and to its successors and assigns forever, the hereinafter described real estate situated in the County of CUSTER, and State of Montana, to-wit:

Lots 8 and 9 in Block 20 and Lots 3, 4, 5, 6, 7, and 8 in Block 42 of the Milwaukee Park Addition to the City of Miles City, Custer County, Montana, according to the official plat and survey thereof now on file and of record in the office of the Clerk and Recorder in and for Custer County, Montana.

SUBJECT TO THE FOLLOWING:

- a) All recorded and visible easements and rights of way;
- b) Mineral and royalty reservations or conveyances of record;
- c) Reservations and exceptions in patents and other conveyances of record;
- d) Any unpaid installment and unmatured installment and interest thereon, for any special improvements or purposes of a like nature, from and after January 1, 2018;
- e) General real estate taxes from and after January 1, 2018;

- f) All building, use, zoning, sanitary and environmental restrictions, if any;
- g) Federal, state and local laws and regulations affecting this property, including zoning and land use regulations;
- h) Questions of boundary or fence lines dependent upon actual survey for determination;
- i) Adjudications, re-adjudications or determinations in accordance with Montana law regarding any water rights appurtenant to the property which are currently before the Montana Water Courts or may be brought before the Montana Water Courts at some future time.

The Party of the FIRST PART covenants with the Party of the SECOND PART that the Party of the FIRST PART is now seized in fee simple of the property granted; that the Party of the SECOND PART shall enjoy the property without any lawful disturbance; that the property is free from all encumbrances; that the Party of the FIRST PART and all persons acquiring any interest in the property through or for the Party of the FIRST PART will, on demand, execute and deliver to the Party of the SECOND PART, at the expense of the Party of the SECOND PART, any further assurance of the property that may be reasonably required; and that the Party of the FIRST PART will warrant to the Party of the SECOND PART all the property against every person lawfully claiming the property.

Together with all water rights, buildings and improvements, tenements, hereditaments, and appurtenances thereon and thereto.

IN WITNESS WHEREOF, the said Party of the FIRST PART has hereunto set her hand and seal the day and year first hereinbefore written.

\_\_\_\_\_  
SHARON ANN BARGER f/k/a Sharon Ann Kimes

STATE OF TENNESSEE     )  
  ) ss  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of August, 2018, before me, the undersigned, a Notary Public for the State of Montana, personally appeared SHARON ANN BARGER f/k/a SHARON ANN KIMES, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public for the State of Tennessee



# REALTY TRANSFER CERTIFICATE

Confidential Tax Document

The information contained in this certificate is confidential by Montana law. Unauthorized disclosure of this information is a criminal offense.

Geocode(s):

ASSESSMENT CODE

The Department of Revenue will change the name on ownership records used for the assessment and taxation of real property when this form is fully and accurately completed and signed. (Please read the attached instructions on page 1 for assistance in completing and filing this form).

Montana law requires this form be completed and may impose up to a \$500 penalty for failure to file a Realty Transfer Certificate (15-7-304, 305 and 310, MCA)

## PART 1 - DATE OF TRANSFER (SALE)

\_\_\_\_ (MM/DD/YYYY)

## PART 2 - PARTIES

Please complete this section in full, if additional space is required, please attach a separate page

### Seller (Grantor)

Name Sharon Ann Barger f/k/a Sharon Ann Kimes

Mailing Address 1001 Konnarock Road

(Permanent)

City Kingsport ST TN Zip 37664

Seller Principal Residence Yes No

List the last 4 digits of the SSN or FEIN

SSN 000 - 00 - 9982

SSN 000 - 00 -

FEIN 00 - 000

Daytime Phone (423) 247-3501

### Buyer (Grantee)

Name City of Miles City, a Montana Municipal Corporation

Mailing Address P.O. Box 910

(Permanent)

City Miles City ST MT Zip 59301

Buyer Principal Residence Yes No

Mailing Address

For Tax Notices

(If different)

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

SSN 000 - 00 -

SSN 000 - 00 -

FEIN 00 - 000 - 1292

Daytime Phone 406-234-3462

Transfer to Trustee, Custodian, or other Representative:

Trust FEIN 00 - 000

Minor SSN 000 - 00 -

## PART 3 - PROPERTY DESCRIPTION

Please complete fully; if additional space is required, please attach a separate page

Legal Description Lots 8 and 9 in Block 20 and Lots 3, 4, 5, 6, 7, and 8 in Block 42

Attachment ☐

Add/Sub Milwaukee Park Addition

Block \_\_\_\_\_

Lot \_\_\_\_\_

County Custer

City/Town Miles City

Section \_\_\_\_\_

Township \_\_\_\_\_

Range \_\_\_\_\_

## PART 4 - DESCRIPTION OF TRANSFER

Please complete fully, more than one may apply.

☐ Sale ☒ Gift ☐ Barter ☐ Nominal or No Consideration ☐ Part of 1031 or 1033 exchange

☐ Transfer is subject to a reserved life estate ☐ Beneficiary deed

Distressed sales: ☐ Sheriff's deed ☐ Trustee's deed ☐ Deed in lieu of foreclosure ☐ Short sale ☐ Other

### Transfer by Operation of Law

☐ Termination of joint tenancy by death ☐ Termination of life estate by death ☐ Court order or decree (except sheriff's sale) ☐ Merger, consolidation, or other business entity reorganization

## PART 5 - EXCEPTIONS FROM PROVIDING SALES PRICE INFORMATION

Please complete fully, more than one may apply

☒ Gift

☐ Transfer in contemplation of death without consideration

☐ Transfer between husband/wife or parent/child for nominal consideration

☐ Transfer of property of the estate of a decedent

☐ Transfer by government agency

☐ Correction, modification, or supplement of previously recorded instrument, no additional consideration

☐ Termination of joint tenancy by death

☐ Termination of life estate by death

☐ Transfer pursuant to court decree (except sheriff's sale)

☐ Tax deed

☐ Merger, consolidation or reorganization of business entity

☐ Land eligible for timberland/forestland classification (15-44-103, MCA)

☐ Land eligible for agricultural classification (15-7-201, MCA)

☐ Transfer to a revocable living trust

☐ Other (Specify type) \_\_\_\_\_

## PART 6 - SALE PRICE INFORMATION

Please complete fully, more than one may apply

Actual Sale Price \$ \_\_\_\_\_

Financing: ☐ Cash ☐ FHA ☐ VA ☐ Contract ☐ Other

Terms: ☐ New loan OR ☐ Assumption of existing loan

Value of personal property included in sale \$ \_\_\_\_\_

Value of inventory included in sale \$ \_\_\_\_\_

Value of licenses included in sale \$ \_\_\_\_\_

Value of good will included in sale \$ \_\_\_\_\_

Was an SID payoff included in the sale price? ☐ Yes ☐ No

Did the buyer assume an SID? ☐ Yes ☐ No

Amount of SID paid or assumed: \$ \_\_\_\_\_

Was a mobile home included in the sale? ☐ Yes ☐ No

## PART 7 - WATER RIGHT DISCLOSURE - This Disclosure is only applicable to the property identified in PART 3 above

☒ A. Property is served by a public water supply, i.e., city, irrigation district, or water district provides water. ☐ B. Seller has no water rights on record with DNRC to transfer. ☐ C. Seller is transferring ALL water rights on record with DNRC to the Buyer. ☐ D. Seller is dividing or exempting (reserving) water rights. Seller must file Water Right Update form.

Seller (Grantor) Signature \_\_\_\_\_

Date \_\_\_\_\_

## PART 8 - PREPARER INFORMATION

Preparer's signature is required

Name/Title Daniel Z. Rice, Attorney, Lucas & Tonn, P.C. (please print)

Signature \_\_\_\_\_

Mailing Address P.O. Box 728

Daytime Phone (406) 232-4070

City Miles City ST MT Zip 59301

## Clerk and Recorder Use Only

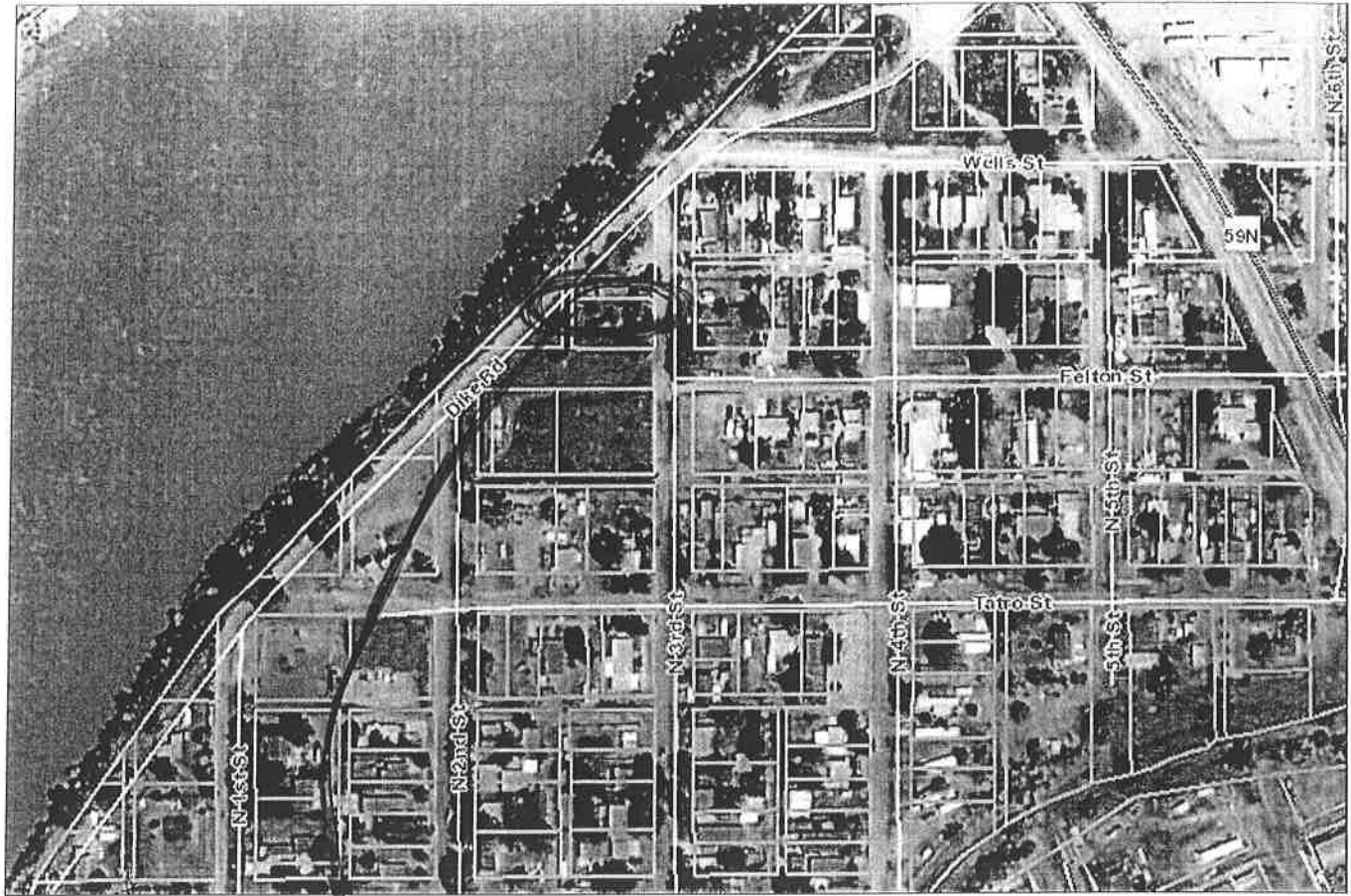
Recording Information: Document # \_\_\_\_\_

Book \_\_\_\_\_

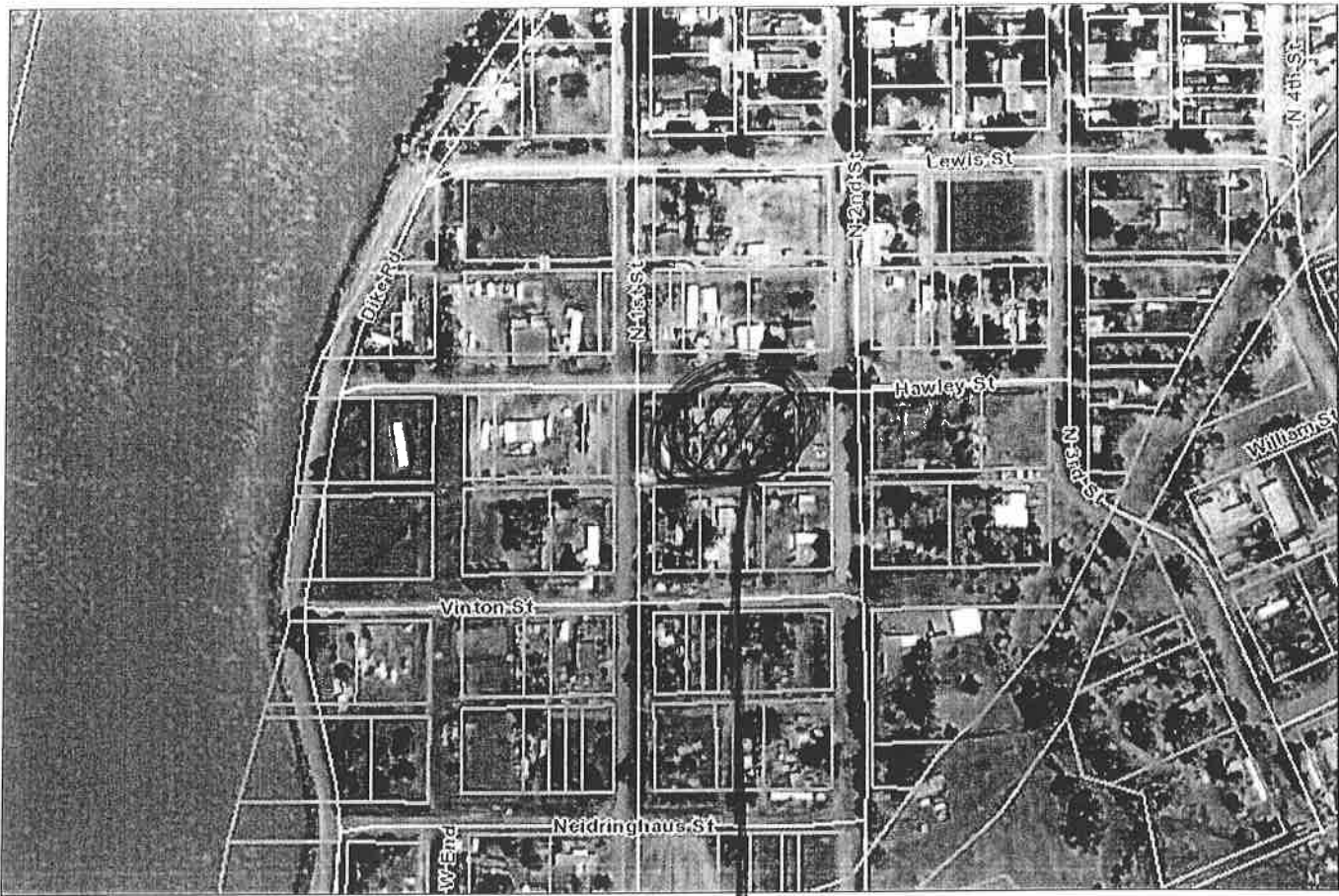
Page \_\_\_\_\_

Date \_\_\_\_\_

Department of Revenue Copy



N. 3<sup>rd</sup>



Hawley

## RESOLUTION NO. 4193

**A RESOLUTION TEMPORARILY CLOSING WILSON STREET WEST TO SOUTH STREVELL AVE AND SOUTH STREVELL AVENUE FROM WILSON STREET SOUTH TO CEMETERY ROAD TO MOTOR VEHICLES WITH A GVW OF 20,000 POUNDS OR GREATER**

**WHEREAS**, the Montana Department of Transportation has commenced a reconstruction project on the I-94 Broadus Interchange in Custer County, Montana; and,

**WHEREAS**, as part of the reconstruction project, the interchange will remain open to accommodate traffic and access to local businesses. However, it is anticipated that some traffic may find alternate routes around the project area. The City of Miles City Public Works Director has advised the Miles City Council that the use of Wilson St west to S. Strevell Ave. and S. Strevell Ave. from Wilson St. south to Cemetery Road by motor vehicles with a GVW of 20,000 pounds or greater during the period in which the Broadus Interchange is being reconstructed will damage the structure and surface; and,

**WHEREAS**, the Miles City Council determines it necessary to accommodate local farms and businesses which may operate motor vehicles with a GVW of 20,000 pounds or greater in carrying out their business activities. As such, a local use permit shall be provided for; and,

**WHEREAS**, Mont. Code Ann. 7-14-2127(1) authorizes the Miles City Council to temporarily limit any class of traffic on county roads when necessary to preserve the roads.

**NOW THEREFORE, BE IT RESOLVED**, in order to preserve Wilson St. west to S. Strevell Ave. and S. Strevell Ave. south from Wilson St. to the Cemetery Road during the period of reconstruction of the Broadus Interchange, motor vehicles with a GVW of 20,000 pounds or greater are temporarily prohibited from accessing or driving on Wilson St. west to S. Strevell Ave. and S. Strevell Ave. from Wilson St south to Cemetery Road in Miles City.

**IT IS FURTHER RESOLVED**, the temporary prohibition shall remain in effect until the November 13, 2020 which is the contracted completion date for the Broadus Interchange project.

**IT IS FURTHER RESOLVED**, the Public Works Director is authorized to issue use permits to local farms and businesses which may require such permits to carry out their regular business activities.

Dated this 28<sup>th</sup> day of August, 2018.

**City of Miles City– Custer County, Montana**

---

John Hollowell, Mayor

Attest:

---

Lorrie Pearce, City Clerk

**RESOLUTION NO. 4194**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A DATA EXCHANGE LICENSE AGREEMENT WITH MONTANA-DAKOTA UTILITIES CO. TO ALLOW FOR SHARING OF CERTAIN GEOGRAPHIC INFORMATION SYSTEM MAPPING INFORMATION.**

*WHEREAS*, Montana-Dakota Utilities Co. (MDU) has certain Geographic Information System Mapping (GIS) infrastructure located on light poles owned by MDU and located in the City;

*AND WHEREAS*, the City desires to have access to such GIS information from MDU;

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

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

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 28<sup>TH</sup> DAY OF AUGUST, 2018.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

## Data Exchange License Agreement

THIS LICENSE AGREEMENT (hereinafter referred to as the "AGREEMENT") made and dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc., . (hereinafter referred to as "MONTANA-DAKOTA"), a Delaware corporation, with offices at 400 N. Fourth St., Bismarck, ND 58501 and \_\_\_\_\_ a \_\_\_\_\_ with offices at \_\_\_\_\_ (hereinafter referred to as "Recipient"). Each or both may also hereinafter be referred to as the "Party" or "Parties" respectively.

WHEREAS, MONTANA-DAKOTA possesses certain technical, digital, documentary, land base, facility, photographic, or other information or data which MONTANA-DAKOTA considers proprietary to it and relates to its Geographic Information System (GIS) data base (hereinafter referred to as "PROPRIETARY INFORMATION"), and

WHEREAS, Recipient desires to use portions of MONTANA-DAKOTA's PROPRIETARY INFORMATION for the purposes of developing maps and mapping applications, and Recipient desires to obtain the right to use MONTANA-DAKOTA's PROPRIETARY INFORMATION and updates thereto in exchange for providing MONTANA-DAKOTA upon request with;

- A. Access to Recipient's corresponding GIS database, as updated. The access shall consist of supplying requested land base data, aerial photos, and/or facility data.
- B. Authorization to use Recipient's GIS information to update and augment MONTANA-DAKOTA's PROPRIETARY INFORMATION.
- C. Maps and other types of data developed with the aid of MONTANA-DAKOTA's PROPRIETARY INFORMATION.

WHEREAS, it is recognized that in anticipation of any current or future need to share information or coordinate projects between the Parties, it may be both necessary and desirable that MONTANA-DAKOTA provide to Recipient the above-described PROPRIETARY INFORMATION.

NOW, THEREFORE, in consideration of these promises, and of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. MONTANA-DAKOTA shall provide to Recipient certain PROPRIETARY INFORMATION designated in Exhibit A attached hereto for the LIMITED USE ONLY as set forth in Section 3 of this Agreement, including requested land base, aerial photos, and/or facility data. The PROPRIETARY INFORMATION to be disclosed by MONTANA-DAKOTA may be contained in documents, electronic media (ArcGIS Geodatabase, ArcGIS Shapefile, DXF, DWG, JPEG, PDF and/or .TIF format only), and other materials.

2. The Parties hereto agree that MONTANA-DAKOTA retains all right, title, and interest in and to the disclosed PROPRIETARY INFORMATION and that Recipient is not hereby granted any right, license or interest in the PROPRIETARY INFORMATION, except as specifically provided in this Agreement. Recipient shall not distribute, sell, license, or reproduce the PROPRIETARY INFORMATION, except as specifically set forth herein. MONTANA-DAKOTA shall be under no obligation as a result of this Agreement to disclose any PROPRIETARY INFORMATION other than the PROPRIETARY INFORMATION listed in Exhibit A, attached hereto.
3. MONTANA-DAKOTA may grant Recipient the right to make limited public disclosure of the PROPRIETARY INFORMATION obtained from MONTANA-DAKOTA upon receipt of advance written authorization from MONTANA-DAKOTA and in accordance with this section. This disclosure may include producing and distributing paper or Mylar documents using the data (e.g. construction drawings, plan sets, maps), publishing articles relying on or citing the data, or such other types of disclosure as MONTANA-DAKOTA may authorize in advance in writing. Any disclosure or release of data obtained from MONTANA-DAKOTA shall attribute the data to MONTANA-DAKOTA; such attribution shall take the form of text incorporated into example maps and drawings and summary data tables as well as all project reports, papers, and articles presented or published for public disclosure. Such authorized disclosure of information shall in no way operate to modify Recipient's obligation to protect the propriety nature of other PROPRIETARY INFORMATION in accordance with the terms of this AGREEMENT. Limited disclosure of PROPRIETARY INFORMATION as permitted pursuant to this AGREEMENT shall not change the proprietary character of the PROPRIETARY INFORMATION, but MONTANA-DAKOTA shall have no proprietary interest in the example maps, drawings, summary data tables, or other forms in which the PROPRIETARY INFORMATION is disclosed and the information as contained in example maps, drawings, summary data tables, and other authorized forms shall not be deemed Proprietary Information.
4. MONTANA-DAKOTA is not providing, nor is Recipient obtaining, the right to make copies of the PROPRIETARY INFORMATION furnished pursuant to this AGREEMENT, except that Recipient may make backup copies for its own use. Recipient shall also not obtain as a result of this Agreement the right to make MONTANA-DAKOTA's PROPRIETARY INFORMATION available to or distribute to third parties in either computer or non-computer readable form, except as set forth in Paragraph 3, or the right to use MONTANA-DAKOTA's PROPRIETARY INFORMATION for purposes of design, analysis, or any information gathering for third parties. MONTANA-DAKOTA reserves the exclusive right to reproduce and make available to others, on such terms and conditions as MONTANA-DAKOTA may determine, MONTANA-DAKOTA's PROPRIETARY INFORMATION in either computer or non-computer readable form.

5. The points of contact for the parties with respect to the provision of PROPRIETARY INFORMATION are as follows:

MONTANA-DAKOTA UTILITIES CO.  
Dennis W. Hammer  
Manager, Enterprise GIS System  
555 S Cole Rd  
P.O. Box 7608  
Boise, ID 83707  
208-377-6180

**FOR:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Phone: \_\_\_\_\_

6. Recipient shall restrict disclosure of MONTANA-DAKOTA's PROPRIETARY INFORMATION to only those employees who have a job-related need for the PROPRIETARY INFORMATION and who have been advised of and agreed to the restrictions on disclosure and use contained in this Agreement. Upon discovery by Recipient of any unauthorized use or disclosure, Recipient shall immediately notify MONTANA-DAKOTA and shall endeavor to prevent further unauthorized use or disclosure.
7. In the event of any breach of this AGREEMENT by Recipient, Recipient agrees that injunctive relief will be essential for MONTANA-DAKOTA's protection. Accordingly, MONTANA-DAKOTA and Recipient agree and consent that in the event of any breach or threatened breach of this AGREEMENT, MONTANA-DAKOTA may obtain such injunctive relief, in addition to any other legal remedy and/or damages, as it believes necessary in order to prevent any threatened or continued violation of the terms of this AGREEMENT. Recipient further acknowledges that any disclosure of PROPRIETARY INFORMATION in breach of this AGREEMENT may result in substantial damages to MONTANA-DAKOTA, and that MONTANA-DAKOTA has the right to initiate legal action to recover its damages in the event of such a breach. In the event that MONTANA-DAKOTA, based on this AGREEMENT, seeks injunctive relief, Recipient agrees to waive any requirement that MONTANA-DAKOTA post a bond or other security for the requested injunctive relief.



8. Any PROPRIETARY INFORMATION delivered by MONTANA-DAKOTA to Recipient pursuant to this AGREEMENT shall be for use solely as specified in this Agreement. No other use of PROPRIETARY INFORMATION may be made without the prior written consent of MONTANA-DAKOTA.
9. Recipient's obligations with respect to disclosing and using PROPRIETARY INFORMATION, as set forth in this AGREEMENT, are not applicable to any such information or data if same is:
  - a. In the public domain at the time of receipt or comes into the public domain thereafter through no act of Recipient in breach of the AGREEMENT, or
  - b. Is in Recipient's possession prior to disclosure by MONTANA-DAKOTA, or
  - c. Disclosed with the prior written approval of MONTANA-DAKOTA, or
  - d. Independently developed, without aid from MONTANA-DAKOTA's PROPRIETARY INFORMATION, by Recipient, or
  - e. Lawfully disclosed to Recipient by a third party under conditions permitting such disclosure.
  - f. MONTANA-DAKOTA's PROPRIETARY INFORMATION is not intended to be used for "line location" activities by Recipient in lieu of contacting an authorized "One-Call" Center.
10. The term of this AGREEMENT shall be for as long as the information is in possession of Recipient, or until terminated by either Party. Either Party shall have the right to terminate the AGREEMENT upon 30 days written notice to the other.
11. Upon expiration or termination of this AGREEMENT, in accordance with its terms, Recipient will, within a reasonable period of time thereafter, return all PROPRIETARY INFORMATION received from MONTANA-DAKOTA under this AGREEMENT along with all copies thereof, or certify in writing that all such PROPRIETARY INFORMATION has been destroyed. Upon receipt of replacement or updated PROPRIETARY INFORMATION from MONTANA-DAKOTA, Recipient will, within a reasonable period of time thereafter, return the prior versions of such PROPRIETARY INFORMATION received from MONTANA-DAKOTA under this agreement along with copies thereof, or certify in writing that all such PROPRIETARY INFORMATION has been destroyed.
12. PROPRIETARY INFORMATION transmitted to Recipient pursuant to this AGREEMENT shall not constitute any representation, warranty, assurance, guarantee or inducement by MONTANA-DAKOTA to Recipient that any patent or other proprietary intellectual property rights owned or controlled by any third party have not been infringed, and nothing in this AGREEMENT shall be construed as a warranty or representation of any kind with respect to the content or accuracy of data, documents and information transmitted by MONTANA-DAKOTA under this AGREEMENT.

13. Recipient agrees to indemnify and hold harmless MONTANA-DAKOTA against any and all claims, causes of action or damages, liabilities, including attorneys' fees and expenses, brought as a result of or arising from Recipient's use of the PROPRIETARY INFORMATION.
14. The Parties hereto agree that any suits or claims arising from this AGREEMENT shall be brought in the County of Burleigh, State of North Dakota.
15. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of North Dakota.
16. This AGREEMENT contains the entire understanding between the Parties relative to the protection of the PROPRIETARY INFORMATION and supersedes all prior and collateral communications, reports, and understandings between the Parties with respect thereto. No change to, modification of, alteration of, or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both Parties.
17. This AGREEMENT shall apply in lieu of and notwithstanding any specific legend or statement associated with the PROPRIETARY INFORMATION, and the duties of the Parties shall be determined exclusively by the aforementioned terms and conditions.
18. If Recipient is a public entity subject to the disclosure requirements of the North Dakota open records law, the federal Freedom of Information Act, or any other state or federal legislation which would require public disclosure of the PROPRIETARY INFORMATION upon request, Recipient shall notify MONTANA-DAKOTA immediately of any and all public records requests regarding the PROPRIETARY INFORMATION. MONTANA-DAKOTA will respond within five (5) business days and inform Recipient of MONTANA-DAKOTA's approval or disapproval of disclosure. In the event that MONTANA-DAKOTA disapproves of disclosure, MONTANA-DAKOTA will hold Recipient harmless against any legal challenges to nondisclosure of the PROPRIETARY INFORMATION. Voluntary disclosure of PROPRIETARY INFORMATION by Recipient in response to a public records request where MONTANA-DAKOTA has determined that the requested information is not subject to disclosure shall constitute a breach of this AGREEMENT.

The duly authorized officers of the Parties have executed this AGREEMENT on the date first set forth above.

**MONTANA-DAKOTA UTILITIES CO., a division of MDU Resources Group, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**Recipient:** \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

EXHIBIT "A"

MONTANA-DAKOTA UTILITIES CO.

This document is an attachment to the Data Exchange License Agreement dated \_\_\_\_\_, between MONTANA-DAKOTA UTILITIES CO. (MONTANA-DAKOTA) and \_\_\_\_\_ (Recipient).

**Description of PROPRIETARY INFORMATION**

**RESOLUTION NO. 4195**

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

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

*AND WHEREAS* the Human Resources Committee of the City Council have reviewed the proposed revisions to said CBA, and recommends that the same be approved by the City;

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

1. The Collective Bargaining Agreement between the City of Miles City and the Local 283-A, attached hereto as Exhibit “A” and made a part hereof, is hereby approved and adopted by the City Council of the City of Miles City.
2. The Mayor of the City of Miles City is hereby authorized and empowered to execute the same, and to bind the City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 28<sup>TH</sup> DAY OF AUGUST, 2018.**

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

## EXHIBIT A

### AGREEMENT

The City of Miles City, hereinafter referred to as the "City"; and Local No. 283-A of the American Federation of State, County and Municipal Employees, AFL-CIO, representing the employees covered by this Agreement, and hereinafter referred to as the "Union"; in order to increase the general efficiency of the City Government of the City of Miles City and to eliminate, as far as possible, political consideration from city employment and to promote the moral well-being and security affected hereby, do mutually agree as follows:

#### ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Miles City employed in the Street Department, Water Department, Sewer Department, Park Department, Engineering Department, Library, and all other employees of the City, excluding employees of the Fire Department, Police Department, Central Dispatch, Appointive Officers and their deputies, and supervisors and confidential, management and short-term (those working less than 90 calendar days in a continuous 12 month period) and probationary employees. The Union recognizes the Mayor and his or her designated agent as the representative of the City of Miles City.

#### ARTICLE 2 - DUES ASSIGNMENT

- A Union Security, Rights and Prohibitions: Any employee who is not a Union member and who does not make application for membership shall, not later than 30 days from the first day of work, either join the Union and pay the Union's dues or pay the Union its monthly representation fee as a contribution toward the administration of this Agreement. The Union will issue via return-receipt U.S. Mail to nonmembers who fail to pay the representation fee a demand that such payment be received not later than 30 days from the mailing of such demand. When the Union issues a written demand to the City to terminate an employee who fails to satisfy such demand and includes a copy of all communications between the

Union and the employee, including those required by law, the City will promptly inform the employee via return-receipt U.S. Mail that he or she will be terminated not later than 15 days from the mailing of such notice unless the City receives written notice from the Union that the employee has satisfied the Union's demand. Thereafter and unless the Union notifies the City in writing of the employee's satisfaction of his or her obligation, the employee will be terminated.

- B. Voluntary Assignments: The City agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for Union dues.
- C. Amount Deducted: The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the tenth of the succeeding month, after such deductions are made.
- D. Indemnification: The Union indemnifies and holds harmless the City and its administrators from any claim and/or award that may result from the execution of this Article, including attorney fees and other defense costs.

### **ARTICLE 3 - EMPLOYEE RIGHTS**

- A Union Activities: No employee shall be disciplined, discharged or illegally discriminated against by the City for upholding legal Union activities.
- B. Nondiscrimination: It is the policy of the City and the Union to assure that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. Complaints are to be processed under the applicable statute.
- C. Representation: Employees may have a Union representative present during an investigatory meeting when the employee believes that information he or she gives may be used against him or her. These rights shall be governed by the Weingarten Rule.
- D. Personnel File: An employee may view and obtain one copy of anything in his or her official

personnel file except confidential letters of recommendation. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy. Only documents contained in the employee's official 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, which will be filed together with such document.

- E. Just Cause: No non-probationary employee will be disciplined or discharged except for just cause, and no probationary employee will be suspended without pay except for just cause.

#### **ARTICLE 4 - SENIORITY, LAYOFF AND RECALL**

A. Seniority:

1. Definition: Seniority is the number of years employed since the last date on which an employee was hired by the City in a position covered by this Agreement. Ties shall be broken by alphabetical order of the employee's last name, and by lot if a tie continues.
2. Calculation: One year of credit is earned for each 12 months of full-time employment or an equivalent total of part-time and/or seasonal employment.
3. Roster: On or about each January 1, the City will produce and post in places normally used for employee notices, a dated roster which lists each employee's name and the number of years and partial years of seniority earned to that date. An employee may appeal the number of credits credited to him or her through the grievance procedure contained herein. Absent an appeal, the data on the roster shall be deemed valid from that point forward.

B. Layoff:

1. Layoff Notices: When the City intends to layoff an employee or employees due to a reduction in force, the City will give a 21 day advance notice to the Union and the employee or employees.
2. Order: Layoffs caused by a reduction in force shall be in order of seniority within the



affected classification, after all Seasonal employee(s) within the affected classification are dismissed. A junior employee may be bypassed if he or she is the sole possessor of particular skills and/or abilities which are required to perform a remaining position. An individual remaining on layoff status for three calendar years from the date of layoff shall be deemed dismissed thereafter.

3. Bumping: An employee subject to layoff may by written notice to the Mayor not later than ten calendar days from being notified of a pending layoff, bump the least senior employee in the bargaining unit when the employee subject to layoff is more senior and can demonstrate that he or she has the minimum qualifications and ability to perform the duties of that position, or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within the first four weeks of work in the new position through orientation and/or regular on the job training. A bumped employee shall be placed on layoff status.

4. Classifications: For the purpose of the Article, the classifications shall be:

|   |  |
|---|--|
| Heavy Equipment Operator                      | Water/Wastewater Operator              |
| Mechanic                                      | Water/Wastewater Probationary          |
| Laborer                                       | Circulation/Interlibrary Loan          |
| Customer Service                              | Children's Librarian                   |
| Acquisitions/Cataloging/Circulation Librarian | Librarian                              |
| Legal Administrative Assistant                | Administrative/Building Code Assistant |
| City Court Clerk                              | Assistant City Court Clerk             |
| Utility Billing Clerk                         | Assistant Utility Billing Clerk        |

C. Recall: When the City intends to permanently fill a vacant or newly created bargaining unit position, the most senior employee on layoff status who can demonstrate that he or she has the minimum qualifications and ability to perform the duties of the position, or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within the first four weeks of work in the new position through orientation and/or regular on the job training, shall be recalled by certified, return-receipt letter to the employee's last known address. The employee must notify the City in writing of his or her

intention to return to work not later than ten calendar days from the issuing of the recall notice, and must return to work on the date specified by the City.

## **ARTICLE 5 - EMPLOYMENT POLICY**

- A. Probationary Period: Whenever new or additional employees are employed who do not possess rights of re-employment, they shall work in such position subject to a trial period of 1,040 hours of actual work from the first day of work, except seasonal employees shall be probationary during their first cumulative full season of work. All time worked during the previous three years shall count toward satisfying the probationary period. During the trial period, the employee may be released from service without recourse to the grievance procedure.
- B. Operator's License Required: The City shall require a Clearwater/Wastewater Treatment Operator's License issued from the State of Montana for filling any position at those plants - Clearwater Treatment Operator's License for Clearwater positions, Wastewater Treatment Operator's License for Wastewater positions. If an individual can be issued a temporary permit, the individual may take the certification examination for the Clearwater or Wastewater treatment test according to the Department of Department of Environmental Quality (DEQ) policy. In no case shall an operator be allowed to work more than one year on a temporary permit, unless scheduling of final tests isn't complete within that year period. If the individual fails to pass the DEQ tests, he/she shall be transferred back to the original department according to seniority.
- C. Transfers:
  - 1. Voluntary Transfer: Any open position will be eligible for voluntary transfer first, if no employee requests transfer in five (5) working days the position will be open to the public. An employee may at any time request in writing a transfer to any position. In the event the City grants the transfer, the employee will serve a probationary period of 520 actual hours of work in that new position. Should the City determine within the probationary period that the employee has failed to perform satisfactorily, he or she shall

be returned to his or her former position and former pay and the newly hired employee will be laid off.

2. Involuntary Transfer: The City may transfer an employee to a position for which the employee has demonstrated the qualifications and ability to perform the duties or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within 520 hours of being transferred to the new position through orientation and/or regular on the job training.

## **ARTICLE 6 - HOURS OF WORK**

- A. Workday: A standard workday shall consist of eight hours continuous, except for a normal lunch period not to exceed one hour, in any 24-hour period.
- B. Workweek: A standard workweek shall consist of forty hours, composed of any five consecutive workdays immediately followed by two days off. An employee's workweek is a fixed and regularly recurring consecutive 5-day period, beginning on the same day of each 7-day period. In some circumstances and in some City operations, a "nonstandard" work week with different and perhaps nonconsecutive days off, may be established with consent of the Union.
- C. Shifts: The shift for employees shall not be on an alternating basis, except by mutual agreement; provided, however, that in case of any emergency, the shift may be temporarily altered.
- D. Rest Periods: All employees shall be granted a fifteen minute rest break during the first four hours of the shift and another fifteen minute rest period during the second four hours of the shift. The supervisor may, at his/her discretion, require the rest period to be taken at the job site.
- E. Lunch Period: All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.
- F. Double-shift: The City may schedule a double-shift for any project, and the senior employee assigned to the project may then request his or her shift preference.

- G. End of Shift: Employees shall be granted a reasonable length of time for personal cleanup prior to the end of each work shift, when the type of work requires such.
- H. Water/Wastewater Plant Work Week: It is understood that the Water Plant and Wastewater Plant must be manned on a 7-day week basis, therefore requiring a Sunday work shift; and that it has been established that the work period for employees at the Water and Wastewater Plant is a Calendar Week (Sunday through Saturday) and that Sunday will not be at Holiday pay. However, for overtime purposes, the sixth day after the start of an employee's shift shall be a time and one-half day and the seventh day shall be paid at two and one-half times the employee's pay scale, if the employee is required to work on those days.

## **ARTICLE 7 – COMPENSATION**

- A. Salaries, Wages, and Longevity:
  - 1. Conditions relative to and governing wages or salaries and extraordinary pay rates are contained in Addendums "A" and "B" Classification Programs to this Agreement, which are attached and by this reference made a part hereof as though fully set forth herein.
  - 2. Each employee covered hereby will retain their present level received as longevity. For each additional year of service after the effective date of this Agreement, each employee will receive an additional amount of \$.05 per hour.
  - 3. An error on a paycheck shall be paid within the first day in which the City has been notified, with deductions accurate and correct.
- B. Overtime:
  - 1. Employees required to work in excess of eight hours in any 24-hour period, or in excess of forty hours in any week, will be compensated at the rate of one and one-half times their normal rate of pay for additional time worked.
  - 2. No overtime shall be worked, except in cases of emergency, without the direction of proper authority.
  - 3. Employees shall not be required to suspend work during regular hours to absorb

overtime.

4. Overtime shall be paid in 1/10th hour increments. Six minutes equals 1/10th of an hour.
5. Overtime shall be distributed equally to employees as is reasonable and possible.
6. When computing overtime, holidays, sick leave, or vacation time taken during the workweek will be considered as time worked.
7. The Union and City are not in favor of overtime, and nothing in this section shall be construed as encouraging such procedure.

C. Call-outs and Standby Time:

1. Each call-out will be for a minimum of two hours at one and one-half times the employee's regular rate of pay. For additional time worked, the employee will be compensated for actual time worked at one and one-half times pay.
2. Standby time will be compensated at \$10.00 per day; however, if standby time is required on a holiday, the employee will be compensated at \$20.00 per day. For actual time worked, the employee will be compensated at one and one-half times the employee's regular rate of pay.

D. Deduction Slips: Payroll deduction slips will be provided with each payroll warrant.

E. Equal Pay for Equal Work: There will be equal pay for equal work in each job classification.

## ARTICLE 8 – HOLIDAYS

A Holidays: Employees shall be granted the following holidays, without loss of pay.

Employee must be in a paid time status prior to or after the holiday.

1. January 1 - New Year's Day
2. Third Monday in January - Martin Luther King Day
3. Third Monday in February - President's Day
4. Last Monday in May - Memorial Day
5. July 4 - Independence Day
6. First Monday in September - Labor Day
7. Second Monday in October - Columbus Day

8. November 11 - Veteran's Day
  9. Fourth Thursday in November - Thanksgiving Day
  10. December 25 - Christmas Day
  11. Every day in which a general election is held throughout the State of Montana.
- B. Holiday or Sunday Work: Employees required to work on Sunday, a holiday or on a day which is observed in lieu of a holiday, shall be paid at two times their regular rate of pay for all hours worked.
- C. Scheduled Day Off: Any employee who is scheduled for a day off on a day which is observed as a legal holiday shall be entitled to receive an alternate day off which shall be scheduled by mutual agreement.

## **ARTICLE 9 - VACATIONS**

- A. Accrual and Use: Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits; 2,080 hours (52 weeks x 40 hours) shall equal one year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Persons regularly employed nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. However such persons must be employed six qualifying months before they can use the vacation credits. In order to qualify, such employees must immediately report back to work when operations resume in order to avoid a break in service. Vacation leave credits shall be earned in accordance with the following schedule:
1. From one pay period through ten years of employment, at the rate of fifteen working days for each year of service;
  2. After ten years through fifteen years of employment, at the rate of eighteen working days for each year of service,

3. After fifteen years through twenty years of employment, at the rate of twenty-one working days for each year of service;
  4. After twenty years of employment, at the rate of twenty-four working days for each year of service.
- B. **Maximum Accrual:** Vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess is accrued. If an employee makes a reasonable request to use excess vacation leave before such leave must be forfeited and such request is denied, the excess leave is not forfeited and the City shall ensure that the employee may use the excess leave before the end of the calendar year in which the excess would have been forfeited. Vacation leave shall not accrue during a leave of absence without pay.
- C. **Pay-off:** Unused earned vacation time shall be paid to the employee at his/her regular rate of pay at the time of separation from service.
- D. **Death:** In the event of death of an employee, unused earned vacation time shall be paid to the employee's heirs at his/her regular rate of pay.
- E. **Vacation Dates:** The dates when employee's vacations shall be granted shall be determined by agreement between each employee and the City, with regards to seniority and the best interest of the City; providing, however, the best interest of the City shall include the City's right to ensure that there is an adequate number of equipment operators during vacation periods. Leaves of absence without pay may be used to extend regular vacation.
- F. **During a Holiday:** If a holiday(s) occur(s) during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's annual leave.
- G. **On a Split Basis:** Vacation time may be taken on a split-vacation basis. Also, all employees have the privilege of taking vacation at any time during the year subject to the provisions of Section F.
- H. **Running Total:** Vacation days shall either be on the check-off stub every pay day with a running total or supplied every third month in writing by the City.

## ARTICLE 10 - SICK LEAVE

A. Defined: Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, disability, exposure to contagious disease, or the necessary absence from duty to receive a medical examination or treatment.

B. Accrual of Sick Leave:

1. A permanent full-time employee earns sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours equals 1 year. Sick leave credits are earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated.
2. Employees must be employed continuously for ninety calendar days before they may use earned sick leave, or are eligible for a lump sum payment for unused sick leave credits.
3. Employees will not accrue sick leave during a leave of absence without pay.

C. Payment of Sick Leave:

1. Employees are entitled by law to receive a lump sum payment upon termination equal to one-fourth of the pay attributed to the unused sick leave accrued after July 1, 1971. The computation of the value of the unused sick leave is based on the employee's salary rate at the time of this termination.
2. Employees transferring between City, County, or State agencies may request the receiving agency to accept their accrued balance of sick leave credits. If the agency agrees to the transfer of sick leave credits, all credits and the lump sum payment shall become the fiscal responsibility of the receiving agency.
3. Employees shall not be credited with sick leave for which they have previously been compensated.

D. Other Sick Leave Provisions:

1. Sick leave charges and credits shall be charged to the nearest full hour.
2. By mutual agreement between the employee and the City, available annual leave credits may be used when an employee is absent and has no sick leave credits available. If the



employee has no leave credits available, the employee may request a leave without pay.

3. Denial of Maternity Leave Unlawful:

a. It shall be unlawful for the City or its agent:

- (1) to terminate a woman's employment because of her pregnancy, or
- (2) to refuse to grant to the employee a reasonable leave of absence for such pregnancy, or
- (3) to deny to the employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer; provided that the City may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties, or
- (4) to retaliate against any employee who files a complaint with the commissioner under the provisions of this contract; or,
- (5) to require that an employee take a mandatory maternity leave for an unreasonable length of time.

b. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits unless, in the case of a private Employer, the Employer's circumstances have so changed as to make it impossible or unreasonable to do so.

- 4. Employees covered by the Workers' Compensation Act are entitled to benefits administered by the Industrial Accident Board when they suffer injury or illness as a result of their employment. An employee may elect to use his or her accrued sick leave credits to supplement his or her Workers' Compensation payments.
- 5. Any holiday(s) that fall during a period when an employee is on sick leave will not be charged against sick leave credits.
- 6. An employee shall notify his or her supervisor of the need to use sick leave as soon as possible prior to the commencement of his or her shift, or as soon as possible thereafter

in the case of an emergency.

7. The City shall provide, at the City Clerk's office, a form to be designated as a leave form. Any employee claiming leave under the sick leave provisions of this contract shall complete and submit to the City a leave form for sick leave claimed.
8. Abuse of sick leave is cause for reprimand or dismissal. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. In reprimands or dismissal resulting from this paragraph, the City shall notify the employee, in writing, of such dismissal or reprimand and shall state the reasons therefore.
9. Sick leave days shall either be on the check-off stub every payday with a running total or supplied every third month in writing by the City.

E. Emergency Sick Leave:

1. Defined: Emergency sick leave is a necessary absence due to:
  - a. The illness of a member of the employee's immediate family requiring the attendance of the employee; or
  - b. The death of a member of the employee's immediate family.
2. Immediate Family Defined: An employee's immediate family includes: spouse, parents, grandparents (including all generations), brothers, sisters, children, grandchildren (including all generations), step relations, household dependents and all the same relations of the employee's spouse in like degree.

## ARTICLE 11 - OTHER LEAVE WITH PAY

- A. Military Leave: Any permanent employee of the City who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard shall be given leave of absence with pay for attending regular encampments, training cruises, and similar training programs, not to exceed fifteen working days per calendar year under military orders properly issued by military authorities. Such

- absence shall not be charged against other leave credits earned by the employee.
- B. Jury and Witness Duty: An employee under proper summons as a juror, or subpoena as a witness, shall collect all allowances and fees payable as a result of such service and forward the fees to the City. An employee may elect to charge his or her juror/witness time against annual leave and in such case will not be required to surrender any fees to the City. An employee shall not be required to remit any mileage or expense fees to the City.
- C. Funeral of Co-Workers: Employees shall be granted up to four hours of paid leave to attend the funeral of another employee in the bargaining unit. In the event an employee cannot be released due to the vital nature of an assignment, up to four hours of paid leave will be provided to attend other functions related to the death.
- D. Union Leave: Designated Union representatives may with prior approval take a reasonable leave of absence without pay to employees whenever required in the performance of duties as "duly authorized representative of the Union." "Duly authorized representative" means members of regularly constituted committees and/or officers of the Union, a list to be supplied to the City.

## **ARTICLE 12 - LEAVE WITHOUT PAY**

- A. Entitlement: All employees are entitled to take leave of absence without pay when authorized by the City.
- B. Requests: Requests for leave of absence without pay shall be submitted in writing by the employee to his or her immediate supervisor. The request shall state the reason for the leave and the approximate length of time off the employee desires.
- C. Response: The City's reply shall be given in writing to the employee not later than five calendar days after receipt of such request.
- D. Public Service Leave: Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten days following the completion of

the service for which the leave was granted unless such employee is unable to do so because of illness or disabling injury, certified to by a licensed physician.

### **ARTICLE 13 - FAMILY AND MEDICAL LEAVE**

- A. Grant and Use: When an employee is absent from work for a reason that qualifies under the Family and Medical Leave Act (FMLA), such leave shall be deemed to have begun and the employee will use available sick leave credits. An employee may arrange to use FMLA leave intermittently or to reduce a regular work schedule in the case of family or personal health issues which qualify under the Act, and with the advance permission of the City in the case of birth or adoption.
- B. Seniority: Notwithstanding the provisions of the FMLA, an employee who takes FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of FMLA leave.
- C. Transfer: The City will not transfer an employee taking FMLA leave on an intermittent or reduced schedule basis for planned medical treatment without the permission of the employee.
- D. Violations: Any alleged violation of the FMLA shall be submitted in accordance with the provisions of that Act.

### **ARTICLE 14 - LEAVE AUTHORIZATION & VERIFICATION**

- A. Authorization: An employee who is absent from duty without prior permission or acceptable reason, shall be subject to deduction of pay and discipline or discharge under the just cause standard.
- B. Verification: Any time an employee obtains a written verification of an illness or injury necessitating use of sick leave from a physician, a copy will be provided to the City. Any time an employee requires sick leave in excess of three days, the employee shall, at the City's request, obtain a physician's written verification and provide it to the City. The City will

reimburse the employee for any cost thereof not paid by insurance. Whether or not a written verification for use of sick leave is provided or requested, all use of sick leave under this Agreement is subject to the provision concerning abuse.

- C. Frequent Absences: The mere existence of leave credits does not in and of itself allow an employee to be absent, and shall not be interpreted to in any way restrict the City from addressing frequent absences so long as such is in compliance with the just cause provision of this Agreement. Except in cases of emergency, all leaves must be requested and authorized in advance.

## **ARTICLE 15 - WORKING CONDITIONS**

- A. Work Rules:
1. The City agrees to furnish each newly hired employee a copy of all existing work rules.
  2. All changes, deletions or additions to work rules affecting terms or conditions of employment will be negotiated by the City and the Union before implemented and shall be prominently posted on all bulletin boards for a period of five consecutive work days. The City may avoid negotiations over proposed changes as described in this Section by notifying the Union in writing of any proposed changes and receiving written consent from the Union to implement any such changes.
- B. Separation: Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.
- C. Visits by Union Representative: Accredited AFSCME representatives shall have full and free access to the workplace during working hours to conduct Union business, with prior notification to the City. The representative will not disrupt the work of any employee without obtaining prior express permission from the City.
- D. Union Bulletin Boards: The City agrees to allow the Union to maintain a suitable bulletin board in a convenient place where the employees work. The Union shall limit the posting to notices and bulletins. No posting shall reflect adversely upon the City, the department, or any of its members and shall not be in the nature of political activities.

E. Personal Property: When loss or damage of an employee's personal property, which is of a type reasonably required in the performance of assigned duties, results from employment but not the employee's misconduct, the City will provide reasonable compensation to the extent the employee could not be made whole by Workers' Compensation or other insurance, as long as the employee reports evidence of such loss or damage to his or her immediate supervisor prior to the end of the shift during which it occurred.

F. Safety Equipment: Safety equipment such as gloves, protecting glasses, dust masks, hard hats, safety vests, flashlights and/or lanterns, rain coats and rubber boots shall be provided. All items will be replaced when worn or damaged. One pair of safety lenses will be provided every two years, if deemed necessary by an optometrist.

G. Replacement of Tools: The City will reimburse the Mechanic(s) for replacement costs of tools in the case of fire, theft, destruction or other loss when such tools are on the inventory of the individual Mechanic's tools previously supplied to the City.

H. Description of Heavy Equipment:

1. Backhoe
2. Loaders, with one yard or more, excluding snow bucket
3. Blade
4. Sweepers
5. Flushers

This clause is to differentiate between regular and heavy equipment.

I. Supervisors Operating Equipment: Supervisors will not operate equipment on non-working hours in lieu of call-out of appropriate personnel, except in cases of emergency.

J. Immunizations: The City will pay the cost of the following immunizations: Hepatitis A, Hepatitis B, Influenza, Tetanus/Diphtheria and Pneumococcal Disease. Such immunizations will be administered only through the office of the County Health Nurse.

K. Commercial Drivers Licenses: The City shall pay the costs of the physical examinations required of said employees to obtain CDL's. The City will ensure that no out-of-pocket expense will be accrued by the employee in the renewal of the CDL driver's license. The City will pay for the difference in cost between a regular driver's license and the type of CDL

the employee acquires. All employees who possess a CDL are subject to random drug/alcohol testing pursuant to Federal regulations set forth in 49 CFR Part 382, 391, 392 and 395, as amended, and adopted by the City's Drug and Alcohol Testing Policy, June 24, 1997.

- L. Safety Toed Boots: The City will pay the price of safety toed boots up to \$200.00 pending receipt. This applies to not more than one pair of boots per year.
- M. Foreman Pay: When an employee is assigned by the Dept. Director the duty of acting as the lead worker, because of the absence of the lead worker, that employee will be paid the stipend that the lead worker receives, after that employee has completed that duty for more than one consecutive regular shift. Then that employee will receive that stipend for the time he or she has been assigned that duty.
- N. Clothing Stipend: Each employee will receive an annual clothing allowance of \$150.00 as a separate check. In the event said stipend requires income tax deductions, the amount of said check shall be in the net amount of \$150.00, with the gross amount being calculated as if the employee were claiming "1" for deductions on the employee's W-4.
- O. Work-out Stipend: The City shall pay to each employee a gross dollar amount equal to the least expensive annual membership fee charged by a full service gym located within the City of Miles City.

## **ARTICLE 16 - HEALTH, SAFETY AND WELFARE**

- A. Industrial Accident Insurance: The City shall carry Industrial Accident Insurance on all employees. Employees must report in writing all personal injuries received in the course of employment not later than 24 hours from the injury. The City will ensure that First Aid Kits are maintained in each work area.
- B. Health Insurance: The City shall contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.
- C. Unemployment Insurance: The City shall make all the necessary arrangements to ensure

that all employees covered by this Agreement will be covered with Unemployment Insurance,

- D. Safety Committee: The City will maintain a safety committee in accordance with the Montana Safety Culture Act and shall take reasonable steps to correct identified hazards.

## ARTICLE 17 - JOB POSTING

- A. Posting: When the City intends to permanently fill a vacant or newly created nonseasonal bargaining unit position, if no individual on layoff status or transfer is available, the City will deliver to the Union Secretary and post the following information for at least five (5) working days on bulletin boards normally used for employee postings:
- The location and title of the position      The wage
  - The minimum qualifications                      The starting date
  - Assigned hours and days of work              The deadline for applying
  - If the position is temporary the anticipated length
  - With whom the application must be filed
- B. Seasonal Employees: A position shall be deemed "seasonal" if it lasts not longer than four months in a calendar year. Unless the employee was dismissed, the City shall offer a seasonal position to the individual who held that position in the previous year. If the previous employee does not accept the offer by the end of the fifth calendar day of the making of the offer, the position shall be subject to the other sections of this Article. The City will not change permanent positions to seasonal.
- C. Hiring: Non-probationary employees in the bargaining unit may apply and shall be given preference for any posted bargaining unit position. The City will recognize seniority, qualifications and work history in awarding positions. The City may hire an external applicant only if he or she is substantially more qualified than any internal applicant, in which case one internal applicant may file a grievance alleging that he or she should have been awarded the position. If the City awards a position to a less senior internal applicant, one more-senior applicant may file a grievance alleging that he or she should have been



awarded the position. If qualifications include possession of a high school diploma and if qualifying experience is allowed as a substitute for education, it shall be considered an equivalent.

## **ARTICLE 18 - CONTRACTING & SUBCONTRACTING OF PUBLIC WORK**

The Union recognizes that the City has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of contracting out any public work being performed by the City to undermine the Union, nor to discriminate against any employee because of Union activities.

## **ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE**

- A. Grievance: An employee may file a grievance in accordance with the time limits established herein when he or she feels that a provision of this Agreement has been violated or misapplied and after first attempting to resolve the matter informally with the immediate supervisor. Grievances shall be filed and appealed using the form provided as Addendum C. Allegations of the violation of a statute or regulation shall be processed under the procedure provided by such statute or regulation, and not through this procedure.
- B. Stewards & Grievance Committee: Employees selected by the Union as Union representatives shall be known as "Stewards." The name of at least three employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the City by the local Union. The individuals so certified shall constitute the Union Grievance Committee. A Grievance Committee chairman shall be selected or elected by the Union members. Grievance Committee members may process grievances during working hours without loss of pay, with prior notice to the City. Union Representatives from the council or international level may be called in to assist any step during a grievance.

D. Time limits are critical. Departure from the established procedure by the Union or any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the City at any step shall allow the grievant or the Union to process the grievance to the next step of the grievance procedure under the established time limits. Time limits may be modified by written agreement.

E. Procedure:

Step 1: Any employee who feels he or she has a grievance shall, after attempting to settle the matter informally, report it to a Steward not later than 10 calendar days of the event giving rise to the grievance, to a designated Steward. The Steward, with or without the employee present, shall present the grievance to the Mayor or his/her designee not later than five working days from receipt of the grievance. The Mayor or designee shall respond in writing to the Steward not later than five working days from receipt of the grievance.

Step 2: If the Union is not satisfied with the Mayor's response, it shall not later than twenty calendar days submit the grievance in writing to the City Council, which will hear the matter at the next regular meeting for which the matter can be placed on the agenda. The Council shall respond in writing to the Union not later than 10 calendar days following its next regular meeting.

Step 3: Arbitration:

1. If the Union is not satisfied with the response from the City Council, the Union may appeal the grievance to final and binding arbitration by giving the Mayor written notice not later than ten calendar days of receipt of the Council's response. The Union shall petition the Board of Personnel Appeals for a list of seven potential arbitrators to be delivered to the Union and the Mayor or his/her designee. The parties shall then toss a coin to determine the order of striking names, which process shall result in one name being left who shall be the arbitrator. The Union shall notify the Board of the name of the arbitrator chosen.
2. The parties will work with the elected arbitrator to schedule a hearing date, or to arrange for an alternate system of presenting the issue. Each party shall be responsible for its own costs, except if both parties request a transcript in which case they will split the

costs, just as the fees and expenses of the arbitrator shall be split between the parties.

3. Not less than 20 calendar days before the arbitration hearing, the arbitrator will decide all arbitrability issues filed to that date.
4. The arbitrator shall have no authority to add to, subtract from or otherwise alter the terms of this Agreement. The arbitrator shall issue his or her decision in writing to each party not later than thirty calendar days of the close of the hearing or the submission of post hearing briefs.
5. Should an employee or the Union file the subject of an active grievance into another arena, the grievance shall be deemed null and void. However, from the point the matter is submitted to arbitration, the Union and employee shall be barred from filing the matter into another arena.

## **ARTICLE 20 - MANAGEMENT RIGHTS**

Management retains the right to manage, direct, and control functions in all particulars except as limited by the terms of this Agreement, or state law. Such rights shall include, but not be limited to:

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
4. Maintain the efficiency of government operations;
5. Determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. Establish the methods and processes by which work is performed.

## **ARTICLE 21 - SAVINGS CLAUSE**

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by a court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

## **ARTICLE 22 - STRIKES AND LOCKOUTS**

During the term of this Agreement, the Union agrees that there shall not be any strikes, slowdowns, sympathy strikes, interference in the operations of the City, and the City agrees that there shall not be any lockouts.

## ARTICLE 23 - TERM, AMENDMENTS AND MODIFICATIONS OF BASIC AGREEMENT

This Agreement shall be for a period effective as of July 1, 2018, and shall continue in full force and through June 30, 2019 and from year to year thereafter unless either party gives written notice of its desire to modify, amend or terminate this Agreement to the other party not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates.

In Witness Whereof, the parties hereto, acting by and through their respective and authorized officers and representatives, have hereto executed.

FOR THE CITY OF MILES CITY:

FOR THE AMERICAN FEDERATION OF  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO LOCAL NO. 283A

Date Ratified: \_\_\_\_\_

Date Ratified: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President, Local 283A

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Vice President, Local 283A

\_\_\_\_\_  
Secretary/Treasurer, Local 283A

\_\_\_\_\_  
Field Representative  
Montana Council #9 AFSCME AFL-CIO

\_\_\_\_\_  
Executive Director  
Montana Council #9 AFSCME AFL-CIO

