



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*September 11, 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 8/28/2018
B. Finance Committee Meeting 9/06/2018

2. **SCHEDULE MEETINGS**

Special Council Meeting- September 12th @ 6pm

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

4. **APPOINTMENTS**

5. **PROCLAMATIONS**

6. **STAFF REPORTS**

7. **CITY COUNCIL COMMENTS**

8. **MAYOR COMMENTS**

9. **COMMITTEE RECOMMENDATIONS**

Public Service (without a recommendation) -Request for placement of signage

10. **BID OPENINGS**

11. **BID AWARDS**

12. **PUBLIC HEARINGS**

13. **UNFINISHED BUSINESS**

- A. **RESOLUTION NO. 4195- A Resolution Approving A Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-A Union**

14. **NEW BUSINESS**

- A. **RESOLUTION NO. 4196- A Resolution Authorizing the City of Miles City to Enter Into an Agreement With Maguire Iron, Inc. For Repairs to the SouthEast 200 MG Ground Storage Reservoir**

- B. **RESOLUTION NO. 4197- A Resolution Authorizing the City of Miles City to Enter Into An Interlocal Agreement With Custer County For Fiscal Years 2018-2019 and 2019-2020**

- C. **Approval of August Claims**

15. **ADJOURNMENT**

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

Minutes

REGULAR COUNCIL MEETING August 28, 2018

6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, August 28, 2018, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were 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 Works Director Scott Gray, Police Chief Doug Colombik, Fire Chief Branden Stevens, Historic Preservation Officer/Urban Renewal Agency Director Louise deMontigny, Planner II Dawn Colton, Public Utilities Director Tom Speelmon, Police Lieutenant Dan Baker, Police Captain Casey Prell, Police Sergeants Spencer Anderson and Clay Bott, Police Patrol Officers Ryan Ketchum, Dustin Sloan, Coy Sheets and Sydney Tharp, Animal Control/Code Enforcement Officer Mark Winkley, City Judge Ken Stein, City Court Clerk Gail Krezelak, Deputy City Court Clerk Nicole Richardson Children's Librarian Hannah Nash, 283A Union Secretary Jase Kinsey, City Clerk Lorrie Pearce and Deputy City Clerk/Recorder Linda Wilkins.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 8/14/2018

** *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of August 14, 2018, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 8-0.*

Public Service Committee Minutes: 7/31/2018

** *Councilperson Uden moved to approve the minutes of the Public Service Committee Meeting of July 31, 2018, subject to any changes, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 8-0.*

Special City Council Minutes: 8/22/2018

- ** Councilperson Erlenbusch moved to approve the minutes of the Special City Council Meeting of August 22, 2018, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 8-0.

Finance Committee Minutes: 8/23/2018

- ** Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of August 23, 2018, subject to any changes, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 8-0.

SCHEDULE MEETINGS

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

None

REQUEST OF CITIZENS & PUBLIC COMMENT

Karina Berry, 1265 US Hwy 12 requested the current status of the benches donated to the City for the Stacy Fountain Project in Wibaux Park, since the project has been delayed. Director Gray commented that the benches were currently in storage and that the fountain project is somewhat delayed. Citizen Berry requested the benches be placed for use in Wibaux Park. Director Gray will work on having the benches placed at various points in the park so they may be used by citizens.

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Police Chief Colombik – Passed out a list of calls the MCPD responded to in the last 48 hours. The 3rd K9 raffle drawing took place the winner of the HR 9mm was Erica Drummond of Baker and the winner of the Ruger 380 LPC was Austin Erlenbusch of Miles City.

Fire Chief Stevens - Two firefighters have resigned, the department will be interviewing September 28 to fill vacant positions. He has spoken with MMIA regarding equipment stored in the condemned fire station. MMIA responded they will not cover any equipment stored in the condemned building. Also, he has obtained revised costs to repair the building and they are higher than anticipated. Councilperson Uden suggested seeking a bond issue. Chief Stevens said he would be meeting with Custer County Commissioners on how the County could help out the department.

Director Gray – Stated he has been going round and round with MMIA regarding the fire damage sustained on the concession/storage building located in Bender Park. Montana Claims Service adjusters recommended proceeding with demolition work and then re-evaluating the building. There has been significant loss of activity at Bender Park due to the fire damage. The AAU Softball tournament was

moved to Billings and the High School has expressed concern about what the City will be doing with the Bender Park Complex. The Frog Pool will be closed September 3. This year more kids were going to Spotted Eagle instead of the pool, which is a concern since there are no lifeguards there and an increased volume of traffic. There will be some changes to parking to encourage more individuals to move to the east side of the lake.

CITY COUNCIL COMMENTS

None

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

Industrial Park Lots 30, 31 & 32

***Councilperson Galbraith moved to put the lease back out for bid, seconded by Councilperson Andrews.*

City Attorney Rice explained the bid advertisement had been put out for the incorrect price per square foot. The bid received was calculated incorrectly and was actually higher than advertised, but Mr. Kmetz was willing to pay the square footage price as advertised. The City could either re-advertise the lots with the correct price per square foot or accept Mr. Kmetz's bid amended for the price as advertised.

***Councilperson Galbraith withdrew the motion.*

***Councilperson Andrews moved to accept Mr. Kmetz's bid but at the advertised minimum bid, seconded by Councilperson Uden. The motion passed by unanimous consent, 8-0.*

Darling Addition Project

***Councilperson Galbraith moved to accept Montana Civil, LLC bid of \$906,884.00, seconded by Councilperson Huber. The motion passed by unanimous consent, 8-0.*

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**
The Mayor called for proponents three times and opponents three times, hearing none the hearing was closed.
- 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**
The Mayor called for proponents three times and opponents three times, hearing none the hearing was closed.
- 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**
The Mayor called for proponents three times and opponents three times, hearing none the hearing was closed.
- 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**
The Mayor called for proponents three times and opponents three times, hearing none the hearing was closed.
- 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**
The Mayor called for proponents three times and opponents three times, hearing none the hearing was closed.
- 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**

The Mayor called for proponents three times and opponents three times, hearing none the hearing was closed.

- 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**

The Mayor called for proponents three times and opponents three times, hearing none the hearing was closed.

- 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**

The Mayor called for proponents three times and opponents three times, hearing none the hearing was closed.

- 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**

The Mayor called for proponents three times and opponents three times, hearing none the hearing was closed.

- 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**

The Mayor called for proponents three times and opponents three times, hearing none the hearing was closed.

- 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 2018-2019**

The Mayor called for proponents three times and opponents three times, hearing none the hearing was closed.

- L. PUBLIC HEARING on FY 2018/2019 Preliminary Budget**

The Mayor called for opponents

Police Chief Colombik – He is concerned about the possible cutting of the police department staff; he feels the public deserves

an adequately staffed police department.

Police Captain Prell – Spoke regarding his concern with the downsizing of the police force to 15 officers due to the shortfall in the budget. He had spoken with Mayor Hollowell about his concerns of not having a police force of 18 officers. He reviewed the call list from the last 48-hours provided earlier in the meeting by the Chief. There is also an epidemic of meth in the area. The Bakken Oilfield is starting up again and there is an increase of criminally minded individuals attracted to the oilfield, not the oilfield workers themselves, which causes an increase of criminal activity in the area. Paperwork has increased for all officers lessening the time they can spend on patrol. A short staffed police department will cause burnout among the officers and their families. He would like the Council to consider carefully cutting the police force back to 15 officers.

Police Lieutenant Baker - He requested the Council reconsider dropping the police force to 15. There is a lot of paperwork to be completed by each officer. He thought the police force should be a minimum of 17. He commented that not having a School Resource Officer was putting our students in jeopardy in light of the crisis in school shootings happening throughout the country. He was not in favor of cutting resources that protect the community.

Police Sergeant Anderson – The sergeants currently manage day to day shifts. He thought there should be a minimum of 12 street officers to cover all shifts. Currently, it is not feasible to have a School Resource Officer or a Drug Task Force Officer. There are currently two officers headed to the Academy for training which puts an added strain on the officers left behind to cover shifts. The current force is talented. He doesn't want to see the strain of having a short staffed force take its toll on the community and the officers' families.

Police Sergeant Bott – He was in charge last weekend and had to call in two more officers. There was a police pursuit into Rosebud County and several domestic violence calls all going on at the same time. He appreciates our dedicated officers.

Patrol Officer Sloan – He stated that he has noticed that morale is getting low, largely in part to decisions the Council is forced to make. Our officers have graduated at the top of their class. Our officers are spending more time investigating felonies than

patrolling the streets. He urged the Council to reconsider.

Patrol Officer Sheets – He stated he recently had his own personal items stolen off his carport and how this shows the boldness of those breaking the law in town. Especially, since the individuals stealing these items were aware that a police officer resided in the house. He stated he was one of the officers who had high grades in his class and this was due to his experience prior to entering the academy, other students attending are not required to perform the level of duties new officers to the MCPD are required to perform before attending the academy.

Patrol Officer Ketchum – He thought manpower was a big issue especially when other officers are in need of back up.

Animal Control/Code Enforcement Officer Winkley – He tries to help out where he can. He believes the City is opening itself up for a potential lawsuit.

Patrol Officer Tharp – She is terrified of losing an officer. As a female officer she has been required to respond to domestic violence calls by herself. Every officer puts there life on the line on a daily basis. She urges the Council to reconsider.

Judge Stein – He commented that it is necessary for him to have two clerks to adequately perform his duties as judge. MCA states that the court judge should have enough court clerks to do his job, which he believes is two court clerks. He also commented that there needs to be enough police officers to perform in the manner as they are expected.

City Court Clerk Krezelak – She stated that without the officers having enough time to patrol it leads to no misdemeanor citations being issued. She would like to see the preliminary budget amended to include two full time court clerks and 17 full time police officers.

The Mayor called for opponents three more times and proponents three times, hearing none the hearing was closed.

UNFINISHED BUSINESS

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

** *Councilperson Uden moved to cover the \$168,419.00 deficit in the General Fund from the estimated cash reserves of \$500,000.00, seconded by Councilperson Wilcox. On roll call vote the motion passed, 8-0.*

** *Councilperson Wilcox moved to amend the budget to add two FTE's to the Miles City Police Department, seconded by Councilperson Wilcox.*

Councilperson Uden commented that it is the City's responsibility to keep its citizens safe and thought cutting the police department budget could lead to a real disaster.

Mayor Hollowell commented he had the fullest respect for the police department, but the Council could not let emotion play into their decision. There are only limited financial resources available to the City and the Council has a fiduciary responsibility to the citizens.

Councilperson Andrews commented that the citizens put us here to have a balanced budget. It has not been easy. There have been cuts to everybody this year. The money is just not there.

** *Councilperson Wilcox amended the original motion to add one FTE to the Miles City Police Department and reduce the overtime line item to \$30,000, seconded by Councilperson Uden. On roll call vote the amended motion passed, 8-0.*

** *Councilperson Galbraith moved to amend the budget as outlined in the attached "Offer of Amendments to FY 18/19 Preliminary Budget" and \$55,500 addition to revenue 1000-362020 MMIA Bender Park claim and \$58,000 from Capital Improvement 4000-501-410100-940 for Bender Park improvement, seconded by Councilperson Wilcox. On roll call vote the motion passed, 8-0.*

** *Councilperson Erlenbusch moved the Deputy Court Clerk go from half time to full time. Motion dies, no second.*

CONSENT AGENDA

** *Councilperson Uden moved to put items A through K on a consent agenda, seconded by Councilperson Galbraith. The motion passed by unanimous consent, 8-0.*

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

***Councilperson Galbraith moved to approve Items A-K, which are in there second reading, seconded by Councilperson Kassner. On roll call vote, the motion passed by unanimous consent, 8-0. Resolutions 4176, 4177, 4178, 4179, 4180, 4181, 4182, 4183, 4184, 4185, and 4186 passed.*

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

*** Councilperson Uden moved to approve the Resolution, read by title only, seconded by Councilperson Wilcox. On roll call vote, the motion passed by unanimous consent, 8-0. Resolution No. 4188 passed.*

- 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

** *Councilperson Galbraith moved to approve the Resolution, read by title only, seconded by Councilperson Gardner. On roll call vote, the motion **passed** by unanimous consent, 8-0. Resolution No. 4189 passed.*

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

** *Councilperson Huber moved to approve the Resolution, read by title only, seconded by Councilperson Erlenbusch. On roll call vote, the motion **passed** by unanimous consent, 8-0. Resolution No. 4191 passed.*

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

** *Councilperson Uden moved to approve the Resolution, read by title only including waiving of outstanding City taxes or specials, seconded by Councilperson Wilcox. On roll call vote, the motion **passed** by unanimous consent, 8-0. Resolution No. 4192 passed.*

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

** *Councilperson Gardner moved to approve the Resolution, read by title only, seconded by Councilperson Erlenbusch. On roll call vote, the motion **passed** by unanimous consent, 8-0. Resolution No. 4193 passed.*

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

** *Councilperson Galbraith moved to approve the Resolution, read by title only, seconded by Councilperson Gardner. On roll call vote, the motion **passed** by unanimous consent, 8-0. Resolution No. 4194 passed.*

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

** *Councilperson Galbraith moved to send the Resolution, read by title only, to*

*the Finance Committee and seconded by Councilperson Andrews. On roll call vote, the motion **passed** by unanimous consent, 8-0.*

ADJOURNMENT

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

The meeting was adjourned at 8:45 p.m.

John Hollowell, Mayor

Linda J. Wilkins, Deputy City Clerk

Finance Committee Meeting

September 6, 2018

The Finance Committee met Thursday, September 6, 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: Fire Chief Branden Stevens, Library Director Sonja Woods, Children's Librarian/IT Hannah Nash, Historic Preservation Officer/Urban Renewal Agency Director Louise deMontigny, Deputy Clerk/Human Resource Officer Linda Wilkins, Union 283A Representative Jase Kinsey, Mayor Hollowell and City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

1. **Request of Citizens:**

Director Woods asked the finance committee to communicate with her next year on the COLA percent that the City will be giving the Library and she had contacted Stevenson Design on the roof of the Library and they are working on the design.

Chief Stevens reported that the police officers are moving ahead looking to purchase the Garberson Clinic. He said he was going to pursue getting a design from an architect at the current location of the fire department. Doug Askin is writing up a lease agreement to store the fire trucks in their building until the project is completed. He was pleased to announce that the fire department has been awarded approximately \$222,000 to help purchase self-contained breathing apparatus. There will be about \$11,000 that needs to be found for the matching of the grant, and said Julie Emmons is helping with that.

2. **RESOLUTION NO. 4195- A Resolution Approving A Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-A Union**
Chief Stevens said the City received three bids:

*** Committee Member Wilcox moved to recommend to Council to approve the agreement as presented, seconded by Committee Member Huber.*

Items discussed were:

- Janus Decision- The union has agreed to leave the contract as is for the moment. When the Union has developed language to address the Janus decision, a memorandum of understanding will be added to the contract.
- Gym Membership- A new addition to the contract. The committee felt that the City pays the entire amount for the employees insurance without co-pay and the City is looking at all ways to save money. The additional cost to General Fund would be \$3,250. The committee felt the membership is excessive and would not recommend it to Council.

- Clothing Allowance- The contract is asking the City to pay the entire \$150 to the employees, which meant that payroll would have to complete a complicated spreadsheet adding more taxes to the employee and City. The committee did not agree with the proposal, but agreed to keep the \$150 in the contract.
- Steel Toes Boots- The revised price is \$150 to \$200 a year. After a discussion a straw poll was taken and it was a tie. No recommendation to Council was made.
- 5% increase in wages for frozen employees- After looking at the salary survey, it was determined that the frozen employees are making more than the salary survey that was agreed on. It was felt that the City had to be consistent with giving raises and it was agreed on earlier this year that the salary survey would be followed. The committee agreed that the five percent increase would not be recommended to Council.

*** Committee Member Wilcox moved to amend her motion to not accept that the City pays for a gym membership; the process for the \$150 on the clothing allowance would not change and not give the frozen employees a five percent increase in their wages. On roll call vote, it passed 4-0*

3. **Review and Recommendation on Kmetz lease- Resolution No. 4198**

*** After a short conversation, Councilperson Huber moved to recommend to Council to pass the lease, seconded by Councilperson Wilcox. The motion passed 4-0*

4. **RESOLUTION NO. 4196- A Resolution Authorizing the City of Miles City to Enter Into An Agreement With Maguire Iron, Inc. For Repairs to the Southeast 200MG Ground Storage Reservoir**

*** After a brief conversation, Committee Member Huber moved to recommend to Council to approve the Resolution, seconded by Committee Member Wilcox. The motion passed 4-0*

5. **RESOLUTION NO. 4197- A Resolution Authorizing the City of Miles City to Enter Into An Interlocal Agreement With Custer County for Fiscal Years 2018-2019 and 2019-2020**

*** Committee Member Andrews moved to recommend to Council to approve the Resolution, seconded by Committee Member Wilcox.*

Chairperson Galbraith explained the contract was basically the same. The only change to the contract was adding verbiage for the sanitarian.

*** The motion passed 4-0*

6. **Continue Discussion on Business License**

Committee Member Huber thought two councilpersons, and two business owners should join together and come up with a plan for the application of the business license. He volunteered to be on the committee. Committee Member Andrews asked if Committee Member Huber and himself could get together and write a draft, and then choose two business owners to discuss the ordinance with. Once completed, it would be brought back to the finance committee.

*** Committee Member Wilcox move to recommend Committee Members Huber and Andrews work on the draft, seconded by Chairperson Galbraith. The motion passed 4-0*

7. **Adjournment**

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

The meeting was adjourned at 7:35 p.m.

Susanne Galbraith, Chairperson

Lorrie Pearce Recorder/City Clerk

Unfinished Business

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 11TH DAY OF SEPTEMBER, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF MILES CITY, MONTANA

and

MONTANA STATE COUNCIL NO. 9 OF
THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO LOCAL NO. 283A

JULY 1, 2018 – JUNE 30, 2019

283 B COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2018 - JUNE 30, 2019

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283 B COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2018 - JUNE 30, 2019

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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 names, 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 <u>Probationary</u>
Laborer	_____	Circulation/Interlibrary Loan
Customer Service	_____	Children's Librarian
Acquisitions/Cataloging/Circulation Librarian	_____	Librarian
Legal Administrative Assistant		
Administrative/Building Permit Technician Assistant		
City Court Clerk	_____	Assistant City Court Clerk
Utility Billing Clerk	_____	Assistant Utility Billing Clerk

Comment [LW1]:

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.

Comment [LW2]: Added per May 29, 2018 Negotiation meeting. Possibly remove classifications since positions have been compared based on position description since the 2012 Salary Survey for comparison of wages.

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 ~~Health and Environmental Sciences (DHES)~~ 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 ~~DHES~~ 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

Comment [LW3]: Language change was accepted by the City and 285A Reprs @ 5/29/18 negotiation meeting.

regular on the job training.

Comment [LW4]: Possibly look at this language at a later date or removing language.

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 ~~\$7.50~~ \$.05 per month/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.

Comment [LW5]: 5/29/18 language change ok'd by both parties.

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.

Comment [LW6]: OK'd by both parties
5/29/18

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 he 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

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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. FlushersThis 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 \$150.00 ~~\$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 ~~on a separate check. In the event said stipend requires income tax deductions, the amount of said check shall be in the net amount of~~ The City will cover the taxes, so employees will receive the whole \$150.00, with the gross amount being calculated as if the employee were claiming "1" for deductions on the employee's W-4. Making us whole with the Fire and Police.
- N.O. Work-out Stipend: ~~The City will pay the lesser of a yearly workout facility membership fee based on current rates of the workout facilities located in Miles 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.~~
- O. ~~GDL'S: Both the City and the Union agreed that we would discuss language on the GDL'S next year.~~

Comment [LW7]: Agreed to by both parties 5/29/18

Comment [LW8]: Ok'd. The police do not get the whole allowance, the amount is taxed.

Comment [LW9]: Confirm language change.

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Comment [LW10]: Strike Language ok'd by both parties 5/29/18

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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 ~~seven consecutive calendar 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

Comment [LW11]: Language added and ok'd by both parties 5/29/18

Comment [LW12]: Language change ok'd by both parties 5/29/18

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, 2010~~2018~~, and shall continue in full force and through June 30, ~~2012 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

Comment [LW13]: Parties discussed a possible 2 year term. Agreed to come back and discuss

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ADDENDUM "A"
283A WAGE MATRIX
EFFECTIVE 7/01/2018 THROUGH 6/30/2019

PUBLIC WORKS AND PUBLIC UTILITIES					
Employed Prior to 7/01/2018					Base Wage
Foreman	N/A	N/A	N/A	N/A	\$ 23.53
Heavy Equipment Operator - Employed Prior to 7/01/2018	N/A	N/A	N/A	N/A	\$ 20.37
HEO - Customer Service	N/A	N/A	N/A	N/A	\$ 20.37
HEO - Mechanic	N/A	N/A	N/A	N/A	\$ 20.69
Mechanic	N/A	N/A	N/A	N/A	\$ 21.62
Employed After 7/01/2018					
	Probationary Wage	7th Month	61st Month	121st Month	181st Month
HEOI -CDL	\$ 15.00	\$ 15.95	\$ 16.58	\$ 17.22	\$ 17.85
HEOII - Front End Loader	N/A	\$ 16.23	\$ 17.05	\$ 17.68	\$ 18.69
HEOIII - Loader/Backhoe	N/A	\$ 16.51	\$ 17.52	\$ 18.52	\$ 19.53
HEOIV - Loader/Backhoe/Excavator or Motor grader	N/A	\$ 16.79	\$ 17.98	\$ 19.18	\$ 20.37
Foreman	N/A	N/A	\$ 21.42	\$ 22.48	\$ 23.53
Laborer	\$ 15.00	\$ 15.67	\$ 16.17	\$ 16.68	\$ 17.01
Mechanic	\$ 15.00	\$ 17.21	\$ 18.86	\$ 20.52	\$ 21.62
Seasonal Laborer - 1st Year - Probation	\$ 11.00	N/A	N/A	N/A	N/A
Seasonal Laborer - 2nd Year	N/A	\$ 11.31	N/A	N/A	N/A
Seasonal Laborer - 3rd Year	N/A	\$ 11.63	N/A	N/A	N/A
Seasonal Laborer - 4th Year	N/A	\$ 12.60	N/A	N/A	N/A
WATER/WASTEWATER TREATMENT PLANTS - PUBLIC UTILITIES					
Employed Prior to 7/01/2018					Base Wage
Water/Wastewater (1st 6 Months of Initial Employment) Probation	N/A	N/A	N/A	N/A	\$ 16.76
Water/Wastewater Operator Probationary (After 6 months initial employment probation)	N/A	N/A	N/A	N/A	\$ 20.05
Water/Wastewater Operator 1st Test Passed	N/A	N/A	N/A	N/A	\$ 20.05
Water/Wastewater Operator - All DEQ Water/Wastewater Treatment Requirements have been met	N/A	N/A	N/A	N/A	\$ 21.21
Shift Differential - Weekend	N/A	N/A	N/A	N/A	\$ 0.25
Employed After 7/01/2018					
	Probationary Wage	7th Month	61st Month	121st Month	181st Month
Water/Wastewater (1st 6 Months of Initial Employment) Probation	\$ 16.00	N/A	N/A	N/A	N/A
Water/Wastewater Operator Probationary (After 6 months initial employment probation)	N/A	\$ 16.93	N/A	N/A	N/A
Water /Water Treatment Operator Requires DEQ Test Passed	N/A	\$ 17.75	\$ 18.57	N/A	N/A
Water /Water Treatment Operator - All DEQ Testing Requirements met.	N/A	\$ 18.90	\$ 19.48	\$ 20.06	\$ 21.21
Shift Differential - Weekend	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
STIPENDS - ADDED TO TOTAL HOURLY WAGE W/DIRECTOR APPROVAL OR CERTIFICATION					
	Stipend	Stipend	Stipend	Stipend	Stipend
Mechanic - Tool Stipend	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Pesticide, Distribution, Arborist Certification	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Distribution Certification	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
LIBRARY					
Employed Prior to 7/01/2018					Base Wage
Acquisitions/Cataloging/Circulation Librarian	N/A	N/A	N/A	N/A	\$ 17.20
Circulation Interlibrary Loan	N/A	N/A	N/A	N/A	\$ 18.00
Children's Librarian	N/A	N/A	N/A	N/A	\$ 18.00
Librarian	N/A	N/A	N/A	N/A	\$ 17.20

ADDENDUM "A"
 283A WAGE MATRIX
 EFFECTIVE 7/01/2018 THROUGH 6/30/2019

Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
Acquisitions/Cataloging/Circulation Librarian	\$ 15.00	\$ 15.73	\$ 16.28	\$ 16.83	\$ 17.20
Circulation Interlibrary Loan	\$ 15.00	\$ 16.00	\$ 16.75	\$ 17.50	\$ 18.00
Children's Librarian	\$ 15.00	\$ 16.00	\$ 16.55	\$ 17.10	\$ 18.00
Librarian	\$ 15.00	\$ 15.73	\$ 16.28	\$ 16.83	\$ 17.20
WATER/WASTEWATER BILLING					
Employed Prior to 7/01/2018					Base Wage
Utility Billing Clerk	N/A	N/A	N/A	N/A	\$ 16.77
Assistant Utility Billing Clerk	N/A	N/A	N/A	N/A	\$ 17.20
WATER/WASTEWATER BILLING					
Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
Utility Billing Clerk	\$ 14.00	\$ 15.07	\$ 15.87	\$ 16.67	\$ 17.20
Assistant Utility Billing Clerk	\$ 14.00	\$ 14.92	\$ 15.62	\$ 16.42	\$ 16.77
PUBLIC WORKS AND PUBLIC UTILITIES					
Employed Prior to 7/01/2018					Base Wage
Administrative/Building Code Assistant	N/A	N/A	N/A	N/A	\$ 20.73
PUBLIC WORKS AND PUBLIC UTILITIES					
Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
Administrative/Building Code Assistant	\$ 16.00	\$ 17.58	\$ 18.76	\$ 19.94	\$ 20.73
CITY COURT					
Employed Prior to 7/01/2018					Base Wage
City Court Clerk	N/A	N/A	N/A	N/A	\$ 17.20
Deputy City Court Clerk	N/A	N/A	N/A	N/A	\$ 17.20
CITY COURT					
Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
City Court Clerk	\$ 14.00	\$ 15.07	\$ 15.87	\$ 16.67	\$ 17.20
Deputy City Court Clerk	\$ 14.00	\$ 14.92	\$ 15.62	\$ 16.31	\$ 16.77

increase in Wage

181st Month - Probationary = Difference/4 steps

Probation + Difference = 1st Step

1st Step + Difference = 2nd Step

2nd Step + Difference = 3rd Step

3rd Step + Difference = 4th Step

Addendum "B"

Heavy Equipment Operator Program

The City's Heavy Equipment Operator Program recognizes previous equipment experience, provides for the training of new operators and includes a means of objectively evaluating all operators. HEO qualification into 4 equipment categories as follows:

	<u>Maximum Base Pay</u>
HEOI Commercial Driver's License	\$17.85
HEOII Front End Loader	\$18.69
HEOIII Front End Loader / Backhoe	\$19.53
HEOIV Front End Loader / Backhoe / Excavator or Motor grader	\$20.37

There will be a training and evaluation form (example attached) associated with each piece of equipment. The form will include the most common tasks a city operator will be required to perform throughout the year under normal working conditions for each piece of equipment. The form will be used to document training, note deficiencies, make recommendations and validate promotions to each operator category.

Once a qualified person/trainer has verified that an operator can safely and competently perform all the required tasks for a piece of equipment, they will recommend to the applicable Department Director that the operator be promoted to the appropriate HEO category.

Employees hired prior to July 1, 2018 who have not been promoted to HEO will fall under the pay scale of the of HEOIV at the maximum base pay. All individuals hired after ratification of the 2018/2019 CBA will fall under the new HEO pay categories.

The training and documentation part of the program will be implemented to provide a fair and objective means of evaluating abilities, training and provide a means of documenting training as required by the Montana Department of Labor and Industry.

Addendum "B"
 Heavy Equipment Operator Program
 Evaluation Sheet
 Front End Loader

Operator Name: _____

Initial Training	
Read Operators Manual	
Location & Function of Safety Devises/Equipment	
Walk Around Inspection	
Critical Wear Areas	
Daily Lubrication / Maintenace Checks	

Competent		Competent Operator	
Yes	No	Date	Signature

Specific Task Training	
Push up spoils piles, sweepings, snow piles etc.	
Needs more training	
Competently performs tasks	
Hours this session	Hrs.
Comments	

Load Trucks	
Dirt Bucket	
Needs more training	
Competently performs tasks	
Hours this session	Hrs.
Comments	

Snow bucket	
Needs more training	
Competently performs tasks	
Hours this session	Hrs.
Comments	

Operate around asphalt recycler preparing asphalt	
Needs more training	
Competently performs tasks	
Hours this session	Hrs.
Comments	

Cut, level , backdrag and prep with bucket	
Needs more training	
Competently performs tasks	
Hours this session	Hrs.
Comments	

Operate snow blower / Forks / Stinger	
Needs more training	
Competently performs tasks	
Hours this session	Hrs.
Comments	

Cut snow & Ice	
Needs more training	
Competently performs tasks	
Hours this session	Hrs.
Comments	

HEO Certification

Operator's Signature _____
 Competent Operator/Trainer Signature _____
 Department Director Signature _____

Date: _____
 Date: _____
 Date: _____

Addendum "C"
Grievance Report Form

GRIEVANCE REPORT FORM

Miles City, MT

283-A Bargaining Unit

Page 1 of 2

Grievant: _____

Date of Grievance: _____

STATEMENT OF GRIEVANCE:

A. _____

Contract Provision Violated:

B. _____

Contract Provision Violated:

C. _____

Contract Provision Violated

use additional sheets if necessary

ACTION OR RELIEF REQUESTED: {A, B & C correspond to same above}

A. _____

B. _____

C. _____

Grievant's Signature: _____

Date given to Mayor: _____

MAYOR'S RESPONSE:

A. _____

B. _____

C. _____

Mayor's Signature: _____

Date given to Grievant: _____

Addendum "C"
Grievance Report Form

Grievant:

Date of Grievance:

GRIEVANTS RESPONSE:

A.

B.

C.

Grievant's Signature: _____

Date given Council Chair: _____

COUNCIL'S RESPONSE:

A.

B.

C.

Council Chair's Signature: _____

Date given to Grievant: _____

LOCAL 283A2017 MILES CITY SALARY SURVEY

Official Title	FTE	Base Pay Hourly	Current Annual Cost	5% Increase	Annual Cost 5% Increase	5% Increase Cost
FINANCE						
Utility Billing Clerk	1	\$ 15.97	\$ 33,217.60	105.00%	\$ 16.77	\$ 34,878.48
Asst. Utility Billing Clerk	0.5	\$ 16.38	\$ 17,035.20		\$ 17.20	\$ 17,886.96
LEGAL/COURTS						
Administrative Legal Assistant	0.75	\$ 15.97	\$ 24,913.20		\$ 16.77	\$ 26,158.86
City Court Clerk	1	\$ 17.14	\$ 34,965.60		\$ 18.00	\$ 36,713.88
City Court Deputy Clerk	1	\$ 17.14	\$ 34,965.60		\$ 18.00	\$ 36,713.88
LIBRARY						
Circulation/InterLibrary Loan	1	\$ 17.14	\$ 34,965.60		\$ 18.00	\$ 36,713.88
Acquisitions/Cataloging	1	\$ 16.38	\$ 33,415.20		\$ 17.20	\$ 35,085.96
Children's Librarian/IT	1	\$ 17.14	\$ 34,965.60		\$ 18.00	\$ 36,713.88
Librarian	1	\$ 16.38	\$ 33,415.20		\$ 17.20	\$ 35,085.96
ENGINEERING & OPERATIONS						
Administrative Assistant/Building Cor	1	\$ 19.74	\$ 41,059.20		\$ 20.73	\$ 42,283.08
Annual Increase to the City						\$ 1,223.88
General Fund - 1000						
Library - 2220						\$ 4,852.37
Water - 5210						\$ 6,838.08
Sewer - 5310						\$ 1,476.62
Building						\$ 1,464.38
Streets 204						\$ 244.78
Streets 205						\$ 220.30
Streets 207						\$ 208.06
						\$ 12.24
						\$ 15,316.82

0.09
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LOCAL 283A2017 MILES CITY SALARY SURVEY

Official Title	ANACONDA		LIVINGSTON		HAVRE Base		WHITEHISH		Frozen	Average (Taking out the Highest & Lowest)	Miles City		Above (Below -)	Monthly Increase (Decrease) to Base	Yearly Increase to Base Using Salary Survey %	Notes
	Base		Base		Base		Base				Current Wage (5% Increase included in Frozen Wages)	Average				
FINANCE																
Utility Billing Clerk	\$ 2,551.42	\$ 2,666.67	\$ 2,416.22	\$ 2,497.69	F	\$ 2,524.56	\$ 2,906.48	15%	\$ 141.66	\$ 1,660.88						Public Works/Public Utilities
Asst. Utility Billing Clerk	\$ 1,275.71	\$ 1,333.33	\$ 1,208.11	\$ 1,248.84	F	\$ 1,262.28	\$ 1,490.47	18%	\$ 71.06	\$ 851.96						Water meter reader, repairs
CITY WORKS																
Administrative Assy/Blg Perm Tech	\$ 3,043.73	\$ 3,272.53		\$ 2,891.20	F	\$ 3,272.53	\$ 3,598.07	10%	\$ 171.59	\$ 1,223.88						
Customer Service/Heavy Equip. Op	\$ 3,192.74					\$ 3,192.74	\$ 3,530.73	11%	\$ -	\$ -						HEO 1: 1-5 years service
Heavy Equipment Operator 1	\$ 3,192.74	\$ 3,049.17	\$ 3,211.80	\$ 3,347.00		\$ 3,202.27	\$ 3,530.73	10%	\$ -	\$ -						HEO 2: 5-10 years service
Heavy Equipment Operator 2				\$ 3,513.40		\$ 3,513.40	\$ 3,530.73	0%	\$ -	\$ -						HEO 3: 11+ years service
Heavy Equipment Operator 3						\$ -	\$ 3,530.73		\$ -	\$ -						HEOM 1: 1-5 years service
Heavy Equip. Operator/Mechanic 1	\$ 3,452.73					\$ 3,452.73	\$ 3,586.20	4%	\$ -	\$ -						HEOM 2: 5-10 years service
Heavy Equip. Operator/Mechanic 2				\$ 3,513.40		\$ 3,513.40	\$ 3,586.20	2%	\$ -	\$ -						HEOM 3: 11+ years service
Heavy Equip. Operator/Mechanic 3						\$ -	\$ 3,586.20		\$ -	\$ -						
Mechanic 1	\$ 3,452.73					\$ 3,452.73	\$ 3,747.39	9%	\$ -	\$ -						Mechanic 1: 1-6 years service
Mechanic 2						\$ -	\$ 3,747.39		\$ -	\$ -						Mechanic 2: 5-10 years service
Mechanic 3						\$ -	\$ 3,747.39		\$ -	\$ -						Mechanic 3: 11+ years service
Foreman 1	\$ 3,262.07					\$ 3,262.07	\$ 4,078.45	25%	\$ -	\$ -						Foreman 1: 1-5 years service
Foreman 2				\$ 4,068.06		\$ 4,068.06	\$ 4,078.45	0%	\$ -	\$ -						Foreman 2: 5-10 years service
Foreman 3						\$ -	\$ 4,078.45		\$ -	\$ -						Foreman 3: 11+ years service
Laborer	\$ 3,192.74	\$ 3,049.17	\$ 2,937.94			\$ 3,049.17	\$ 2,948.34	-3%	\$ -	\$ -						Entry Level - No Increase Per Contract
Water/Wastewater 1	\$ 2,537.55			\$ 3,187.54		\$ 2,862.55	\$ 3,475.27	21%	\$ -	\$ -						Level 1 is probationary
Water/Wastewater 2	\$ 3,168.47	\$ 3,859.33	\$ 3,558.46	\$ 3,513.40		\$ 3,535.93	\$ 3,475.27	-2%	\$ -	\$ -						1 Test Passed No Increase Per Contract
Water/Wastewater 3						\$ -	\$ 3,676.33		\$ -	\$ -						2 Tests Passed 1-5 years
Water/Wastewater 4						\$ -	\$ 3,676.33		\$ -	\$ -						2 Tests Passed 5-10 years
Water/Wastewater 5						\$ -	\$ 3,676.33		\$ -	\$ -						2 Test Passed 10+ years
LEGAL																
Administrative Legal Assistant	\$ 1,530.86			\$ 1,981.16	F	\$ 1,756.01	\$ 2,325.19	32%	\$ 110.99	\$ 1,245.66						10+ years
Clerk	\$ 2,041.14			\$ 4,068.05	F	\$ 3,054.60	\$ 3,119.42	2%	\$ 149.06	\$ 1,748.28						
Deputy Clerk	\$ 2,551.42			\$ 2,891.14	F	\$ 2,721.28	\$ 3,119.42	15%	\$ 149.06	\$ 1,748.28						
LIBRARY																
Circulator/Interlibrary Loan	\$ 2,705.68				F	\$ 2,705.68	\$ 3,119.42	15%	\$ 147.33	\$ 1,748.28						
Acquisitions/Cataloging	\$ 2,705.68				F	\$ 2,705.68	\$ 2,981.10	10%	\$ 142.13	\$ 1,670.76						
Children's Librarian/IT	\$ 2,705.68			\$ 3,187.54	F	\$ 2,946.61	\$ 3,119.42	6%	\$ 147.33	\$ 1,748.28						
Librarian	\$ 2,705.68				F	\$ 2,705.68	\$ 2,981.10	10%	\$ 142.13	\$ 1,670.76						

New Business

RESOLUTION NO. 4196

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH MAGUIRE IRON, INC. FOR REPAIRS TO THE SOUTHEAST 200MG GROUND STORAGE RESERVOIR.

WHEREAS, the City of Miles City requires certain repairs to the Southeast 200MG Ground Storage Reservoir, and desires to engage Maguire Iron, Inc., a South Dakota Corporation, to perform said repairs.

AND WHEREAS, a contract for services has been provided by Maguire Iron, Inc. pertaining to the same;

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

1. The agreement between the City of Miles city and Maguire Iron, Inc., 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.

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 11TH DAY OF SEPTEMBER, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

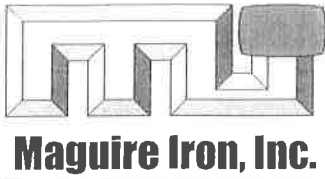


EXHIBIT A

PO Box 1446
 Sioux Falls, SD 57101
 Phone (605) 334-9749
 Fax (605) 334-9752

WATER TOWER SPECIALISTS
 Established 1915
 New and Used Tanks
 www.maguireiron.com



CONTRACT

This contract made and entered into this _____ day of _____, 2018 by and between the _____ City of Miles City, Montana hereinafter called the "Owner" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" for and in consideration of the mutual covenants and promises hereinafter contained.

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Repairs to the Southeast, 200MG Ground Storage Reservoir

1. Contractor will mobilize to Miles City to excavate under the tank at the "outflow" pipe.
2. Contractor will then remove the existing pipe down to the base elbow and replace with a new 10" sched. 40 steel pipe.
3. Contractor will furnish and install a new 10" stainless steel expansion joint into the top of the pipe, below the floor of the tank, followed by a new "dollar" plate around the new "outflow" pipe.
4. Contractor will spot-coat the interior of the tank with epoxy, at the area of repairs.
5. Contractor will back fill and compact the material removed from the excavation, adding material if necessary.
6. Contractor will add a partial keeper ring to the repair area and the void on the east side.

LUMP SUM: \$ 39,890.00

Owner is responsible for disposal or salvage of all remaining material to include spent blast media, paint containers, and other job site related material.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ _____ as above plus applicable sales and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing. A service charge of 1 1/2% per month (annual rate of 18%) will be charged on past due accounts.

Maguire Iron, Inc. reserves the right to impose fuel or other surcharges in effect at the time of project performance. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. If there is any sandblasting involved in the work, Owner will be responsible for collection and disposal of any and all blast media.

Maguire Iron, Inc. will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State.

Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner City of Miles City, Montana

MAGUIRE IRON, INC.

By _____ (Title)

(Authorized Agent)
 Richard Kemmis

By _____ (Title)

8/27/18
 (Date)

Date Accepted: _____
 Upon acceptance, please provide two (2) signatures and date the agreement.

RESOLUTION NO. 4197

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CUSTER COUNTY FOR FISCAL YEARS 2018-2019 AND 2019-2020.

WHEREAS, in the interest of economical provision of services to the citizens of Miles City and Custer County, Montana, the City of Miles City and the County of Custer desire to enter into an interlocal agreement for services for FY2018-2019 and FY2019-2020, a copy of which is attached hereto as Exhibit "A";

AND WHEREAS, the City Council of the City of Miles City finds that it is in the best interest of the City of Miles City to enter into such agreement with Custer County;

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

1. The Miles City / Custer County Interlocal Agreement for Services FY2018-2019 and FY 2019-2020, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the 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 to bind the City of Miles City thereto.
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 to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 11TH DAY OF SEPTEMBER, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit "A"
MILES CITY/CUSTER COUNTY INTERLOCAL AGREEMENT
FOR SERVICES FY 2018-2019 AND FY 2019-2020

This AGREEMENT entered into this _____ of _____ 2018, effective the 1st day of July, 2018, by and between CUSTER COUNTY, MONTANA, a political subdivision of the State of Montana, hereinafter referred to as "*COUNTY*", and the CITY OF MILES CITY, MONTANA, a Montana municipal corporation, hereinafter referred to as "*CITY*".

WHEREAS, in the interests of economical provision of services to the citizens of the above political subdivisions, it is to the advantage of both parties to contract for one to provide services to other rather than duplicate services;

AND WHEREAS, the parties have conferred and determined which entity should supply which services and have negotiated reasonable compensation for those services;

AND WHEREAS, the provisions of Title 7, Chapter 11, Part 1, MCA, permit public agencies to contract with other public agencies for the provision of services,

NOW, THEREFORE, IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:

1. TERM OF AGREEMENT AND RENEWAL:

This Agreement shall be in effect for a period of twenty four months, with an effective date of July 1, 2018, and terminating at midnight on June 30, 2020.

2. SCOPE OF SERVICES:

The City, in consideration of the sums to be paid herein by the County and the services to be supplied to it by the County, shall provide to the County during the term of this Agreement those services listed in Exhibit "1" attached hereto and made a part hereof by reference. The County, in consideration of the services to be supplied to it by the City, shall provide to the City during the term of this Agreement those services listed in Exhibit "2" attached hereto and made a part hereof by reference.

3. METHOD OF PROVIDING SERVICES:

Services shall be provided by the City to the County in accordance with the most current written Standard Operating Procedures and protocols then in effect at the commencement of the term of this Agreement. Upon request of County, City shall provide County a copy of such procedures and protocols. During the term of this Agreement, the City shall not alter, amend, supplement, or revoke such Standard Operating Procedures and protocols without the prior written consent of the County. Excepted are EMS medical protocols developed by the State of Montana in Title 10, Chapter 4 Montana Code Annotated "State Emergency Telephone System".

4. COMPENSATION FOR SERVICES:

In addition to providing to the City the services listed in Exhibit "2", the County shall pay to the City for the provision of the services listed in Exhibit "1" by the City the following sums:

A. Bullard Street Sanitary Lift Station Inspections

Such inspections shall be conducted daily in accordance with the same procedures utilized by City in inspection of sanitary lift stations owned by City. This contract is for inspection services only; however, the City will promptly perform any necessary repairs or maintenance observed during its inspections. City will promptly notify County of any need for repairs or maintenance observed from its inspections. County shall reimburse the City for any necessary repairs or maintenance. County shall pay for all electricity utilized by the Bullard Street Sanitary Lift Station and shall maintain such electrical account in County's name.

The sum of One Thousand Five Hundred Thirty and no/100 Dollars (\$1,530.00) payable in equal quarterly installment of Three Hundred Eighty Two and 50/100 Dollars (\$382.50) per quarter, the first installment due on September 25, and each quarterly installment on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement.

B. Water at County Fairground

This is solely a service to provide water and the City shall have no obligation to load or otherwise provide labor in connection with this service. City shall provide potable water; however, the City may install such meters as it may desire to monitor the water utilization. Water is provided for use solely upon the County Fairgrounds. Water shall not be transported off the County Fairgrounds and County shall not sell any water provided under this Agreement nor permit anyone to transport City water off of the County Fairgrounds without the advance written permission of City. Fairground caretaker shall provide a yearly bulk estimate to Public Utility Director.

C. Central Dispatch

Twenty-five percent (25%) of the City's Net Central Dispatch Budget for FY 2018-2017 and 2019-2020, payable in four equal quarterly payments, commencing on September 25, and on the 25th day of each quarter (December, March, June) thereafter. Net Central Dispatch Budget shall mean the gross Central Dispatch Budget less 911 Operating funds received from the State of Montana pursuant to Title 10, Chapter 4, MCA (State Emergency Telephone System). The calculated result of this formula is the sum of Ninety Thousand two hundred and ninety four and no/100 Dollars (90,294.00) for FY2018-2019.

D. Animal Control Services

The City shall bill the County quarterly for Animal Control Services, provided by the City, including the actual costs of impounding, boarding, quarantine, euthanasia, and capture of potentially dangerous animals (vicious dogs, rabid mammals). The first billing shall be due on the 25th day of September, 2018, and each successive billing on the 25th day of each quarter, (December, March, June), thereafter during the term of this Agreement. The following costs will serve as the basis for bills submitted to the county and fees will be updated July 1, 2019:

Impound Fee: \$5.00

Daily Boarding Fee: \$10.00

Euthanasia fee: \$12.00 to \$30.00 (Dependent on size).

Quarantine: \$5.00 impound fee plus \$10.00 daily. Boarding fee for 10 days.

Capture of Potentially Dangerous Animal: Actual costs of animal control Officer: (\$30.19 per hour, plus vehicle expense/ mileage of \$.55 a mile).

E. Ambulance Services

Ambulance services provided by the City, the actual costs of 911 dispatch calls outside the City limits but within the boundaries of Custer County, will be billed to the County on a quarterly schedule. The first billing due on the 25th day of September, and each successive billing on the 25th day of each quarter (December, March, June) thereafter during the term of this Agreement. Fire Chief will provide quarterly reports to the Commissioners.

Actual costs are compiled based on \$130.00 hour, per unit dispatched, (ambulance, rescue vehicle, etc.); a summary of all county ambulance/rescue runs will be submitted with the billing.

F. Booking Services

Booking services for persons charged under state statute shall be provided by the County at no cost to the City. Booking services, for persons who are charged solely under City Ordinance, which are provided by the County to the City for Fiscal Years 2018-2020 will be billed and payable in four quarterly payments, commencing on September 25, 2018, and on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement. The City Agrees to compensate the County \$30.00 for each person booked (finger printed, photographed, etc.,) when charged solely under City Ordinance, as the Miles City Police Department or City Judge determines necessary.

G. Sanitation Service

Sanitation wages will be split equally between the City and Custer County after all Revenue received is deducted.

5. **CONTINGENCY OF CONTRACTING WITH LIBRARY BOARD OF TRUSTEES**

The City's obligation to provide services hereunder is contingent upon the county having entered into a written contractual agreement with the Board of Trustees of the Miles City Library for the Library to provide library services for FY 2018-2020, and any renewal term, to County residents who do not live within the City limits, in return for a payment from the County to the Library, of a sum satisfactory to the Board of Trustees of the Miles City Library.

6. **APPROPRIATIONS:**

Each party agrees to appropriate sufficient funds within its budgets to provide the services and to pay the compensation provided for herein during the term of this Agreement.

7. **AUTHORIZATION:**

Each party, by execution of this Agreement, covenants that it is authorized to enter into this Agreement and that its governing body has given all notices and taken all actions necessary to approve such Agreement and to bind the party to the terms of this Agreement.

8. TERMINATION:

This Agreement may be terminated after FY 2019-2020 by either party upon ninety (90) days written notice. As used in this agreement, "fiscal year" shall refer to a period between July 1 and June 30.

9. DEFAULT

If either party shall fail to promptly keep and perform any affirmative obligation of this Agreement or shall perform some act prohibited under this Agreement, and if such party shall continue in such default for a period of thirty (30) days after written notice of such default by the non-defaulting party to the defaulting party, in the manner provided in Section 10, below, then the non-defaulting party may pursue any remedy provided by the laws of the State of Montana, or may declare this Agreement terminated.

10. NON-WAIVER.

The failure of a party to claim a default or breach under this Agreement shall not be deemed a continuing waiver of such default or breach, nor shall any waiver of default or breach by any party be construed as a waiver of other or any subsequent default or breach.

11. NOTICE.

If at any time after the execution of this Agreement, it shall become necessary or convenient for one of the parties to serve any notice upon the other party, such notice shall always be in writing, signed by the party serving the same, or their counsel, and deposited in registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

CITY: John Hollowell, Mayor
P.O. Box 910
Miles City, Montana
59301

COUNTY: Jason Strouf, Chairperson
Board of County Commissioners
Custer County
Courthouse
1010 Main Street
Miles City, Montana
59301

Or to such address as either party may furnish to the other in writing as the place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time the

same is deposited in the United States mail with proper prepaid postage affixed. In addition to service by the President of its City Council, or the County, by service upon any of its County Commissioners. The date of personal service shall be the date the notice is personally served upon City or County.

12. TIME OF THE ESSENCE.

Time is of the essence of this Agreement and all acts required to be performed hereunder shall be performed on or before the date specified.

13. PARAGRAPH HEADINGS.

The paragraph headings herein contained are for convenience of the parties only and do not define, limit or construe the contents of such paragraphs.

14. NON-DISCRIMINATION

In compliance with §49-3-207 MCA, all hiring must be on the basis of merit and qualifications and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by either party performing this Agreement.

15. APPROVAL OF GOVERNING BODIES REQUIRED

This Agreement shall not become effective until approved by appropriate resolution by the City Council of the City of Miles City and by appropriate resolution of the Board of Commissioners of Custer County.

16. RESPONSIBILITY FOR REPORTS AND PAYMENT OF RETIREMENT SYSTEM CONTRIBUTIONS.

The City shall be responsible for reports and payment of retirement system contributions pursuant to §19-2-506 for City employees utilized in performing services under this Agreement. The County shall be responsible for reports and payment of retirement system contributions pursuant to §19-2-506 for County employees utilized in performing services under this Agreement.

17. NON-APPLICABILITY OF PORTIONS OF §7-11-105 MCA

The following subsections of §7-11-105 MCA are not applicable to this Interlocal Agreement for the following reasons:

Subsection (5) in that no property will be jointly acquired under this

Agreement; Subsection (6) in that the agreement will be administered by the

Mayor for the City and the Board of Commissioners for the County and a

separate

Administrator or board is not necessary;

Subsection (7) in that no real or personal property will be jointly acquired under this Agreement;

Subsection (8) in that there will be no shared employment under this Agreement.

18. EXECUTION AND FILING.

This Agreement shall be executed in triplicate originals, with one fully executed original being filed with the Custer County Clerk and Recorder, one fully executed original being filed with the Miles City Clerk, and one fully executed original being filed with the Montana Secretary of State.

19. INDEMNITY.

City agrees to indemnify, defend and hold County harmless from any liability, damages or claims arising out of City's intentional or negligent acts or omissions in City's performance of the services it is providing to County under this Contract except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of County, its officers, employees, or agents. County shall indemnify, defend and hold City harmless from any liability, damages or claims arising out of the intentional or negligent acts or omissions of County in County's performance of the services it is providing to City under this Contract except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of City, its officers, employees or agents.

SIGNATURE PAGE

CITY OF MILES CITY

BY: John Hollowell, Mayor

Dated: _____

CUSTER COUNTY, MONTANA

BY: Jason Strouf, Commissioner

Dated: _____

BY: Keith Holmlund, Commissioner

Dated: _____

BY: Kevin Krausz, Commissioner

Dated: _____

EXHIBIT "1"

SERVICES

- a. Bullard Street Lift Station
- b. Fairgrounds Water
- c. Central Dispatch Services
- d. Animal Control Services within the exterior boundaries of Custer County.
- e. Ambulance Service within the exterior boundaries of Custer County

Initialed by parties to indicate review and agreement with this Exhibit:

CUSTER COUNTY:

Jason Strouf, County Chairperson

DATE: _____

CITY OF MILES CITY:

John Hollowell, Mayor

DATE: _____

EXHIBIT "2"

SERVICES TO BE PROVIDED TO THE CITY BY THE COUNTY

1. SERVICES

- a. Provision of space, free of rent, to the CITY for operation of Central Dispatch at the Emergency Operating Center.
- b. The COUNTY will provide booking services for individuals referred by the Miles City Police Department or the City Judge.
- c. Sanitation wages will be split equally between City and Custer County after all revenue received is deducted

Initialed by parties to indicate review & agreement with this Exhibit:

CUSTER COUNTY:

Jason Strouf, Chairperson

DATE _____

CITY OF MILES CITY:

John Hollowell, Mayor

DATE: _____

Claims

09/06/18
15:42:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/18

Page: 1 of 18
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
130429	80564S 395 VA MONTANA HEALTHCARE SYSTEM	417.50							
1	VAMTHC2450 08/01/17 RSVP ~ August Rent	417.50		24509	2985 15 450340	530		101000	
130430	80563S 395 VA MONTANA HEALTHCARE SYSTEM	3,115.83							
1	436-K80B0F 08/01/17 Police ~ August Rent	3,115.83		25016	1000 5 420140	530		101000	
130439	80573S 4019 WEX Bank	11,701.07							
2	55328312 08/30/18 FUEL	133.50		25066	1000 201 431200	370		101000	
3	08/30/18 FUEL	2,753.04		25066	2510 107 430220	231		101000	
4	08/30/18 FUEL	688.26		25066	2520 108 430220	231		101000	
5	08/30/18 FUEL	69.45		25066	6040 910 430220	231		101000	
6	08/30/18 FUEL	132.33		24780	5210 22 430530	231		101000	
7	08/30/18 FUEL	88.22		24780	5210 80 430540	231		101000	
8	08/30/18 FUEL	220.55		24780	5310 33 430640	231		101000	
9	08/30/18 FUEL	176.45		24780	5310 32 430690	231		101000	
10	08/30/18 FUEL	750.51		24898	1000 7 420460	231		101000	
11	08/30/18 FUEL	1,111.79		24898	5510 10 420730	231		101000	
12	08/30/18 FUEL	2,223.12		25023	1000 5 420140	231		101000	
13	08/30/18 FUEL	87.14		25023	1000 21 440600	231		101000	
15	08/30/18 FUEL	1,093.29		25110	5210 23 430550	231		101000	
16	08/30/18 FUEL	2,000.94		25110	5310 31 430630	231		101000	
17	08/30/18 FUEL	172.48		858	5610 87 430300	231		101000	
130440	80587S 4076 EXPRESS LAUNDRY, LLC COMMERCIAL	189.90							
1	20831 08/14/18 CITY HALL: RUGS	28.50		25082	1000 8 411230	220		101000	
2	20543 08/28/18	28.50		25082	1000 8 411230	220		101000	
3	20468 08/12/18 SHOP: RUGS/MOPS	20.50		25082	6040 910 430220	220		101000	
7	20340 08/05/18 WWTP: MOPS/TOWELS	19.20		24781	5310 33 430640	360		101000	
8	20352 08/06/18 WTP: MOPS/TOWELS	23.50		24781	5210 22 430530	360		101000	
9	20825 08/28/18 PD: MATS	13.50		25038	1000 5 420140	360		101000	
10	20538 08/14/18	13.50		25029	1000 5 420140	360		101000	
11	20900 08/31/18 WWTP ~ Laundry Service	19.20		24789	5310 33 430640	360		101000	
12	20917 09/03/18 WTP ~ Cotton Bar	23.50		24789	5210 22 430530	360		101000	
130441	80588S 1780 MILES CITY MOTOR SUPPLY	98.05							
1	700884 08/01/18 Airport ~ Supplies	13.98		869	5610 87 430300	230		101000	
2	702156 08/08/18 Airport ~ Electrical Supplies	84.07		869	5610 87 430300	363		101000	
130442	80589S 4046 BILL RONNING	60.50							
1	9122568214 08/21/18 Sept Cell Phone	48.40		25096	2510 107 430220	345		101000	
2	9122568214 08/21/18	12.10		25096	2520 108 430220	345		101000	

09/06/18
15:42:06

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/18

Page: 2 of 18
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$							Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account		
130443	80590S 1535 LUCAS & TONN PC	100.00								
1	LTPC022017 08/23/18 Westlaw ~ Professional Ser	100.00		022017	1000 4 411100	350		101000		
130444	80591S 2914 TOURISM BUSINESS IMPROVEMENT	1,415.00								
1	TBID201808 08/30/18 TBID ~ Monthly Econolodge	1,415.00			7370 212500			101000		
130445	-99935E 1970 MONTANA DAKOTA UTILITIES	39,210.43								
1	08/31/18 GAS/ELECTRIC ~ FD	610.82			1000 7 420460	341		101000		
2	GAS/ELECTRIC ~ FD	21.25			1000 7 420460	344		101000		
3	GAS/ELECTRIC ~ City Hall	735.03			1000 8 411230	341		101000		
4	GAS/ELECTRIC ~ City Hall	39.08			1000 8 411230	344		101000		
5	GAS/ELECTRIC ~ Parks	984.90			1000 13 460433	341		101000		
6	GAS/ELECTRIC ~ Parks	40.17			1000 13 460433	344		101000		
7	GAS/ELECTRIC ~ Bath House	301.40			1000 14 460445	341		101000		
8	GAS/ELECTRIC ~ Animal Shelter	93.40			1000 21 440600	341		101000		
9	GAS/ELECTRIC ~ Animal Shelter	25.22			1000 21 440600	344		101000		
10	GAS/ELECTRIC ~ Library	1,043.46			2220 16 460100	341		101000		
11	GAS/ELECTRIC ~ Library	36.37		24919	2220 16 460100	344		101000		
12	GAS/ELECTRIC ~ District 165	3,587.46		24919	2400 46 430263	341		101000		
13	GAS/ELECTRIC ~ Rental Fees	12,165.40			2400 46 430263	533		101000		
14	GAS/ELECTRIC ~ District 167	506.22			2420 48 430263	341		101000		
15	GAS/ELECTRIC ~ Rental Fee	1,453.50			2420 48 430263	533		101000		
16	GAS/ELECTRIC ~ District 171	140.08			2430 49 430263	341		101000		
17	GAS/ELECTRIC ~ District 172	1,280.81			2440 50 430263	341		101000		
18	GAS/ELECTRIC ~ District 202	105.00			2470 72 430263	341		101000		
19	GAS/ELECTRIC ~ Rental Fee	456.80			2470 72 430263	533		101000		
20	GAS/ELECTRIC ~ District 173	123.60			2480 47 430263	341		101000		
21	GAS/ELECTRIC ~ Sewer Lift	90.91			2510 107 430220	341		101000		
23	GAS/ELECTRIC ~ Fish & Game	0.00			2510 107 430220	344		101000		
24	GAS/ELECTRIC ~ Fish & Game	0.00			2520 108 430220	341		101000		
25	GAS/ELECTRIC ~ Fish & Game	0.00			2520 108 430220	344		101000		
26	GAS/ELECTRIC ~ Water Plant	6,918.42			5210 22 430530	341		101000		
27	GAS/ELECTRIC ~ Water Plant	43.41			5210 22 430530	344		101000		
28	GAS/ELECTRIC ~ Fish & Game	28.45			5210 23 430550	341		101000		
29	GAS/ELECTRIC ~ Fish & Game	11.80			5210 23 430550	344		101000		
30	GAS/ELECTRIC ~ Fish & Game	28.45			5310 31 430630	341		101000		
31	GAS/ELECTRIC ~ Fish & Game	11.80			5310 31 430630	344		101000		
32	GAS/ELECTRIC ~ Sewer Lift	1,519.38			5310 32 430690	341		101000		
33	GAS/ELECTRIC ~ Sewer Lift	68.08			5310 32 430690	344		101000		
34	GAS/ELECTRIC ~ Treatment Plant	5,859.82			5310 33 430640	341		101000		
35	GAS/ELECTRIC ~ Ambulance	237.55			5510 10 420730	341		101000		
36	GAS/ELECTRIC ~ Ambulance	8.26			5510 10 420730	344		101000		
39	GAS/ELECTRIC ~ Shop	604.58			6040 910 430220	341		101000		
40	GAS/ELECTRIC ~ Shop	29.55			6040 910 430220	344		101000		

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Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
130446	80593S 316 DATA IMAGING SYSTEMS, INC	2,225.00							
1	07/30/18 Managed Services	257.40			1000 3 410500	360		101000	
2	07/30/18 Managed Services	140.90			5210 25 430510	360		101000	
3	07/30/18 Managed Services	140.90			5310 29 430610	360		101000	
4	07/30/18 Managed Services	75.05			1000 1 410200	360		101000	
5	07/30/18 Managed Services	75.05			1000 36 411020	360		101000	
6	07/30/18 Managed Services	148.59			5210 23 430550	360		101000	
7	07/30/18 Managed Services	148.59			5310 31 430630	360		101000	
8	07/30/18 Managed Services	106.56			2510 107 430220	360		101000	
9	07/30/18 Managed Services	57.03			2520 108 430220	360		101000	
10	07/30/18 Managed Services ~ Treasurer	75.05			1000 9 410540	360		101000	
11	07/30/18 Managed Service ~ TIF District	70.17			2310 11 460462	360		101000	
12	07/30/18 Managed Service ~ Hist Pres	4.87			2935 11 460461	360		101000	
13	07/30/18 Managed Services ~ Building In	156.84			2394 18 420531	360		101000	
14	3751 08/31/18 Annual Server Warranty	135.68			1000 3 410500	360		101000	
15	08/31/18	39.56			1000 36 411020	360		101000	
16	08/31/18	74.27			5210 25 430510	360		101000	
17	08/31/18	74.27			5310 29 430610	360		101000	
18	08/31/18	39.56			1000 1 410200	360		101000	
19	08/31/18	78.32			5210 23 430550	360		101000	
20	08/31/18	78.32			5310 31 430630	360		101000	
21	08/31/18	56.17			2510 107 430220	360		101000	
22	08/31/18	30.06			2520 108 430220	360		101000	
23	08/31/18	39.56			1000 9 410540	360		101000	
24	08/31/18	2.57			2935 11 460461	360		101000	
25	08/31/18	36.99			2310 11 460462	360		101000	
26	08/31/18	82.67			2394 18 420531	360		101000	
130447	80594S 1721 MID RIVERS TELEPHONE CORP	3,355.01							
2	08/30/18 TELEPHONE/INTERNET/CABLE/Judge	132.94		23946	1000 6 410300	345		101000	
3	08/30/18 TELEPHONE/INTERNET/CABLE/Judge	56.60		23946	1000 6 410300	347		101000	
4	08/30/18 TELEPHONE/INTERNET/CABLE/Libry	82.47		24920	2220 16 460100	345		101000	
5	08/30/18 TELEPHONE/INTERNET/CABLE/Libry	281.95		24920	2220 16 460100	347		101000	
6	08/30/18 TELEPHONE/INTERNET/CABLE/SmPol	54.14		25091	1000 14 460445	345		101000	
7	08/30/18 TELEPHONE/INTERNET/CABLE/ 911	319.19		25201	2850 105 420140	345		101000	
8	08/30/18 TELEPHONE/INTERNET/CABLE/child	20.35		25036	1000 5 420140	220		101000	
9	08/30/18 TELEPHONE/INTERNET/CABLE/rsvp	117.40		24520	2985 15 450330	345		101004	
10	08/30/18 TELEPHONE/INTERNET/CABLE/Airpt	55.39		867	5610 87 430300	345		101000	
11	08/30/18 TELEPHONE/INTERNET/CABLE/Airpt	92.45		867	5610 87 430300	319		101000	
12	08/30/18 TELEPHONE/INTERNET/CABLE/Airpt	17.20		867	5610 87 430300	347		101000	
13	08/30/18 TELEPHONE/INTERNET/CABLE/mayor	29.40			1000 1 410200	345		101000	
14	08/30/18 TELEPHONE/INTERNET/CABLE/fin	50.83			1000 3 410500	345		101000	
15	08/30/18 TELEPHONE/INTERNET/CABLE/fin	19.52			1000 3 410500	347		101000	
16	08/30/18 TELEPHONE/INTERNET/CABLE/atny	2.94			1000 4 411100	345		101000	

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17	08/30/18	TELEPHONE/INTERNET/CABLE/pd	311.41			1000 5 420140	345	101000
18	08/30/18	TELEPHONE/INTERNET/CABLE/pd	65.60			1000 5 420140	347	101000
19	08/30/18	TELEPHONE/INTERNET/CABLE/disp	309.51			1000 5 420160	345	101000
20	08/30/18	TELEPHONE/INTERNET/CABLE/fire	160.14			1000 7 420460	345	101000
21	08/30/18	TELEPHONE/INTERNET/CABLE/fire	135.60			1000 7 420460	347	101000
22	08/30/18	TELEPHONE/INTERNET/CABLE/tres	2.94			1000 9 410540	345	101000
23	08/30/18	TELEPHONE/INTERNET/CABLE/park	39.00			1000 13 460433	345	101000
24	08/30/18	TELEPHONE/INTERNET/CABLE/park	37.60			1000 13 460433	347	101000
25	08/30/18	TELEPHONE/INTERNET/CABLE/ACtr	40.09			1000 21 440600	345	101000
26	08/30/18	TELEPHONE/INTERNET/CABLE/plng	75.87			1000 36 411020	345	101000
27	08/30/18	TELEPHONE/INTERNET/CABLE/HP	0.00			2310 11 460462	345	101000
28	08/30/18	TELEPHONE/INTERNET/CABLE/HP	0.00			2310 11 460462	347	101000
29	08/30/18	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394 18 420531	345	101000
30	08/30/18	TELEPHONE/INTERNET/CABLE/md204	65.78			2510 107 430220	345	101000
31	08/30/18	TELEPHONE/INTERNET/CABLE/md205	31.10			2520 108 430220	345	101000
32	08/30/18	TELEPHONE/INTERNET/CABLE/wplnt	74.55			5210 22 430530	345	101000
33	08/30/18	TELEPHONE/INTERNET/CABLE/wplnt	80.20			5210 22 430530	347	101000
34	08/30/18	TELEPHONE/INTERNET/CABLE/wtlns	35.26			5210 23 430550	345	101000
35	08/30/18	TELEPHONE/INTERNET/CABLE/wtlns	11.40			5210 23 430550	347	101000
36	08/30/18	TELEPHONE/INTERNET/CABLE/wtadm	45.44			5210 25 430510	345	101000
37	08/30/18	TELEPHONE/INTERNET/CABLE/wtadm	11.45			5210 25 430510	347	101000
38	08/30/18	TELEPHONE/INTERNET/CABLE/wwadm	45.42			5310 29 430610	345	101000
39	08/30/18	TELEPHONE/INTERNET/CABLE/wwadm	19.51			5310 29 430610	347	101000
40	08/30/18	TELEPHONE/INTERNET/CABLE/swlns	35.25			5310 31 430630	345	101000
41	08/30/18	TELEPHONE/INTERNET/CABLE/swlns	11.40			5310 31 430630	347	101000
42	08/30/18	TELEPHONE/INTERNET/CABLE/wwpln	33.29			5310 33 430640	345	101000
43	08/30/18	TELEPHONE/INTERNET/CABLE/wwpln	45.60			5310 33 430640	347	101000
44	08/30/18	TELEPHONE/INTERNET/CABLE/amb	107.73			5510 10 420730	345	101000
45	08/30/18	TELEPHONE/INTERNET/CABLE/amb	28.24			5510 10 420730	347	101000
46	08/30/18	TELEPHONE/INTERNET/CABLE/shop	36.38			6040 910 430220	345	101000
47	08/30/18	TELEPHONE/INTERNET/CABLE/shop	54.24			6040 910 430220	347	101000
48	08/30/18	Historical Preservation	1.71			2935 11 460461	345	101000
49	08/30/18		1.27			2935 11 460461	347	101000
50	08/30/18	Urban Development	24.65			2310 11 460462	345	101000
51	08/30/18		18.25			2310 11 460462	347	101000
130472	-99940E	373 MASTERCARD	27,153.15					
1	07/20/18		35.75			1000 3 410500	210	101000
2	07/20/18		882.19			1000 5 420140	210	101000
3	07/20/18		300.21			1000 5 420140	214	101000
4	07/20/18		197.92			1000 5 420140	220	101000
5	07/20/18		236.92			1000 5 420140	226	101000
6	07/20/18		73.96			1000 5 420140	230	101000
7	07/20/18		1,016.13			1000 5 420140	231	101000
8	07/20/18		52.72			1000 5 420140	311	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
9	07/20/18			133.07			1000 5 420160	210	101000
10	07/20/18			414.20			1000 5 420160	370	101000
13	07/20/18			24.89			1000 7 420460	214	101000
14	07/20/18			5.76			1000 7 420460	217	101000
15	07/20/18			42.49			1000 7 420460	220	101000
16	07/20/18			125.00			1000 7 420460	334	101000
17	07/20/18			58.52			1000 7 420460	345	101000
18	07/20/18			78.09			1000 7 420460	347	101000
19	07/20/18			36.65			1000 7 420460	364	101000
20	07/20/18			325.00			1000 7 420460	380	101000
21	07/20/18			23.98			1000 8 411230	220	101000
22	07/20/18			1,606.57			1000 13 460433	214	101000
23	07/21/18			495.71			1000 13 460433	220	101000
24	07/20/18			189.98			1000 13 460433	226	101000
25	07/20/18			1,065.66			1000 13 460433	230	101000
26	07/20/18			119.00			1000 13 460433	334	101000
27	07/20/18	Denton Field ~ Scoreboard		205.00			1000 13 460433	360	101000
28	07/20/18			207.70			1000 13 460433	363	101000
30	07/20/18			197.54			1000 14 460445	214	101000
31	07/20/18			11.99			1000 14 460445	230	101000
34	07/20/18			11.75			1000 36 411020	210	101000
36	07/20/18			120.65*			1000 36 411020	220	101000
37	07/20/18			13.61			1000 36 411020	311	101000
38	07/20/18			35.00			1000 36 411020	334	101000
39	07/20/18			195.00			1000 36 411020	380	101000
40	07/20/18			42.29			1000 201 431200	210	101000
41	07/20/18			57.10			1000 201 431200	311	101000
42	07/20/18			113.90			2220 16 460100	311	101000
43	07/20/18			257.58			2220 16 460100	382	101000
44	07/20/18			11.75			2394 18 420531	210	101000
46	07/20/18			9.39			2510 107 430220	210	101000
47	07/20/18			48.02			2510 107 430220	230	101000
48	07/20/18			460.56			2510 107 430220	242	101000
49	07/20/18			18.44			2510 107 430220	311	101000
50	07/20/18			1,043.06			2510 107 430220	363	101000
51	07/20/18			2.35			2520 108 430220	210	101000
52	07/20/18			12.00			2520 108 430220	230	101000
53	07/20/18			115.14			2520 108 430220	242	101000
54	07/20/18			4.61			2520 108 430220	311	101000
55	07/20/18			260.76			2520 108 430220	363	101000
56	07/20/18			0.00			2850 105 420140	220	101000
57	07/20/18			19.74		24513	2985 15 450351	220	101008
59	07/20/18			95.13			5210 22 430530	220	101000
60	07/20/18			650.06			5210 22 430530	230	101000
61	07/20/18			4.01			5210 22 430530	311	101000

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62	07/20/18		220.00			5210 22 430530	346	101000
63	07/20/18		128.59			5210 22 430530	363	101000
64	07/20/18		165.00			5210 22 430530	380	101000
65	07/20/18		7.97			5210 23 430550	210	101000
66	07/20/18		25.94			5210 23 430550	214	101000
67	07/20/18		20.72			5210 23 430550	220	101000
68	07/20/18		3,145.14			5210 23 430550	230	101000
69	07/20/18		610.54			5210 23 430550	235	102270
70	07/20/18		712.92			5210 23 430550	363	101000
73	07/20/18		35.75			5210 25 430510	210	101000
74	07/20/18		95.14			5210 80 430540	220	101000
75	07/20/18		61.57			5210 80 430540	222	101000
76	07/20/18		649.47			5210 80 430540	230	101000
77	07/20/18		1,092.00			5210 80 430540	352	101000
78	07/20/18		165.00			5210 80 430540	380	101000
79	07/20/18		35.75			5310 29 430610	220	101000
80	07/20/18		34.97			5310 31 430630	210	101000
81	07/20/18		112.37			5310 31 430630	233	101000
82	07/20/18		712.92			5310 31 430630	363	101000
85	07/20/18		233.34			5310 32 430690	220	101000
86	07/20/18		75.18			5310 33 430640	220	101000
87	07/20/18		989.97			5310 33 430640	222	101000
88	07/20/18		124.11			5310 33 430640	230	101000
89	07/20/18		2.32			5310 33 430640	311	101000
90	07/20/18		354.00			5310 33 430640	352	101000
91	07/20/18		3.04			5310 33 430640	363	101000
92	07/20/18		2,490.97			5510 10 420730	210	101000
93	07/20/18		259.17			5510 10 420730	222	101000
94	07/20/18		5.31			5510 10 420730	230	101000
95	07/20/18		2,211.01			5510 10 420730	241	101000
96	07/20/18		28.83			5510 10 420730	345	101000
97	07/20/18		125.00			5510 10 420730	360	101000
98	07/20/18		53.47			5510 10 420730	364	101000
99	07/20/18		161.99			5610 87 430300	210	101000
100	07/20/18		95.39			5610 87 430300	220	101000
101	07/20/18		20.61			5610 87 430300	230	101000
102	07/20/18		13.85			5610 87 430300	311	101000
103	07/20/18		109.33			5610 87 430300	345	101000
130477	80491S	1921 Montana Municipal Interlocal	2,925.35					
1	MMIA072018	07/18/18 August Retiree Premiums	2,925.35			1000 362022		101000

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130490	80565S	1937 MONTANA AERONAUTICS DIVISION		178.80					
1	5432	08/01/18 Airport ~ 24 Runway Bulbs		178.80		861	5610 87 430300	230	101000
130491	80595S	1426 KIWI PETES TREE SERVICE		3,125.00					
1	533092	08/07/18 608 S. Cottage Tree Removal		600.00		25073	2510 107 430234	350	101000
2	533092	08/07/18 N. Lake & leighton BLVD		1,650.00		25073	2510 107 430234	350	101000
3	823512	08/08/18 Center & Palmer		875.00		25075	2510 107 430234	350	101000
130492	80596S	1468 KIRST ENGINEERING CO		5,438.55					
1	149930	08/15/18 WWTP~ Mini Trend Recorder		5,438.55		24775	5210 22 430530	940	101000
130495	80566S	1050 FRANKS BODY SHOP		1,000.00					
1	34632176	08/02/18 Deductible Payment		1,000.00		25028	1000 5 420140	366	101000
130496	80570S	394 BOSS INC		683.34					
1	214321-0	07/02/18 Finance ~ Supplies		29.51		25955	1000 3 410500	210	101000
2	214842-0	07/05/18		29.51		25955	5210 25 430510	210	101000
3	214842-0	07/23/18		29.51		25955	5310 29 430610	210	101000
4	217532-0	07/26/18 Police ~		20.13		25018	1000 5 420140	220	101000
5	218955-0	07/05/18 RSVP ~ Copies & Printer Repa		312.69		24514	2985 15 450330	220	101004
6	216774-0	07/19/18 Jeff's Office		41.99		24417	1000 4 411100	220	101000
7	217566-0	07/24/18 Dispatch ~ Labor Charge for		220.00		24148	2850 105 420140	350	101000
130497	80572S	2090 MONTANA LEAGUE OF CITIES & TOWNS		150.00					
1	MILE082018	08/20/18 Finance ~ Conference G. Fa		150.00		24579	1000 3 410500	380	101000
130498	80597S	237 CPI COLLECTION PROFESSIONALS INC		82.15					
1	2649510-00	07/31/18 July ~Water/Sewer Collect		41.08			5210 25 430510	350	101000
2	2649510-00	07/31/18		41.07			5310 29 430610	350	101000
130499	-99934E	1970 MONTANA DAKOTA UTILITIES		955.70					
1	08/07/18	Airport ~ Electric		862.58		865	5610 87 430300	341	101000
2	08/07/18	Airport ~ Gas		93.12		865	5610 87 430300	344	101000
130500	-99939C	4010 FELT, MARTIN, FRAZIER & WELDON,		918.75					
1	0013	07/31/18 Attorney ~ Labor Issues		918.75		24578	1000 3 411101	350	101000
130501	80598S	1407 KADRMAS LEE & JACKSON INC		74,508.34					
1	10103848	08/08/18 Clearwell Baffle Design		5,450.13		25114	5210 22 430530	940	101000
2	10104310	08/16/18 Darling Addition		17,668.89		25084	2510 107 430236	350	101000
3	10104310	08/16/18		50,003.55		25084	5210 23 430550	940	101000
4	10104311	08/16/18 Flood ~ Government Relations		306.54		22999	1000 201 431200	350	101000
5	10104646	08/22/18 Dispatch ~ Data Maintenance		1,079.23		24149	2850 105 420140	350	101000

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130502	80574S	523 CITY SERVICE, INC.	25,594.77					
1	0294654	08/10/18 9002 Gallons Jet A Fuel	25,594.77		862	5610 87 430300	237	101000
130503	80599S	1939 MONTANA HISTORICAL SOCIETY	195.00					
1	LIB-19-02	08/08/18 Library ~ MC Star Microfilm	195.00		24916	2220 16 460100	382	101000
130504	80575S	4045 LAND SOLUTIONS, INC.	8,693.67					
1	LSLLC0818	07/02/18 Planning ~ Consulting Servi	8,693.67		24710	1000 36 411020	350	101000
130505	80576S	999999 WILCOXON'S ICE CREAM	970.00					
1	819332	08/21/18 RSVP ~ Ice Cream for Fair	970.00		24519	2985 15 450351	220	101008
130506	80577S	1286 DENNIS HIRSCH	1,606.15					
1	DHC082018	07/31/18 July Building Permits #2	1,606.15		25076	2394 18 420531	350	101000
130507	80578S	572 VERIZON WIRELESS	263.63					
1	9812291304	07/30/18 PD ~ ICAC Cell Phone	263.63		25033	1000 5 420140	220	101000
130508	80600S	4062 SCL HEALTH ~ Supplies	0.00					
1	IN 6186	07/31/18 August Ambulance Supplies	106.63		25151	5510 10 420730	222	101000
9900	79679	10/01/17 Ambulance Supplies - Double Pa	-106.63			5510 10 420730	222	101000
	CI	15						
130509	80601S	1330 SCL Health - Sisters of Charity	241.70					
1	500230788	07/01/18 PD ~ Blood Draw TH	241.70		25031	1000 5 420140	350	101000
130510	80602S	267 HAYNES ENTERPRISES	9,690.88					
1	3306	08/07/18 819 S. Merriam ~ Curbs	1,614.10		25074	2510 107 430234	350	101000
2	3306	08/07/18	10.10		25074	2510 107 430235	230	101000
3	3306	08/07/18	532.00		25074	2510 107 430235	350	101000
4	3335	08/26/18 71 Nuehardt	3,174.80		25085	2510 107 430234	350	101000
5	3334	08/26/18 919 Washington	671.24		25085	2510 107 430235	230	101000
6	3330	08/23/18 900 S. Custer	3,688.64		25085	2510 107 430235	350	101000
130511	80603S	288 MILES CITY AREA CHAMBER OF	128.34					
1	7123574	08/08/18 Ice Cream Social - Postcard	61.42		24517	2985 15 450330	311	101004
2	7123576	08/14/18 RSVP ~ Newsletter	66.92		24517	2985 15 450330	311	101004
130512	80604S	2305 NOTBOHM MOTORS	524.89					
1	43968	08/24/18 Ambulance 26 Repairs	524.89		25154	5510 10 420730	364	101000

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130513	80605S	2593 RIVERSIDE MARINE & CYCLE		9.99					
1	275234	08/22/18 FD ~ Coolant HP Type 2		6.69		25152	1000 7 420460	364	101000
2	275234	08/22/18		3.30		25152	5510 10 420730	364	101000
130514	80581S	4015 WILLIAMS BROTHERS CONSTRUCTION		150,207.68					
1	16	08/23/18 PHASE II WWTP Upgrade		150,207.68		25121	5310 33 430640	940	102279
130515	80606S	4151 Eleanor P Lavin		200.00					
1	EPL080118	08/01/18 Police ~ Testing		200.00		25026	1000 5 420140	350	101000
130516	80607S	2322 OLNES & ASSOCIATES PC CPA'S		6,364.59					
1	100762	08/09/18 Trail Balance Prep / SID 211		2,121.53		24576	1000 3 410500	350	101000
2	100762	08/09/18 Taxes Receivables / WTP II		2,121.53		24576	5210 25 430510	350	101000
3	100762	08/09/18 Capital Assets/ Revenue - Exp		2,121.53		24576	5310 29 430610	350	101000
130517	80608S	1122 GLOCK INC		250.00					
1	TRP/101109	09/18/18 PD ~ Glock Handgun Armorer		250.00		25024	1000 5 420140	380	101000
130518	80579S	2450 POSTMASTER (UTILITIES)		1,127.42					
1	USPS082918	08/29/18 Water/Sewer Postage		563.71			5210 25 430510	311	101000
2	USPS082918	08/29/18		563.71			5310 29 430610	311	101000
130519	80580S	4127 I - State Truck Center		42,000.00					
1	V251005625	08/28/18 2008 IHC Dump Truck w/ Plo		10,500.00		25119	5310 31 430630	940	101000
2	V251005625	08/28/18		10,500.00		25119	5210 23 430550	940	101000
3	V251005625	08/28/18		21,000.00*		25119	4060 910 430233	940	101000
130520	80609S	2607 ROCKY MNT INFO NETWORK		100.00					
1	22567	08/28/17 Yearly Membership RMIN		100.00		25037	1000 5 420140	334	101000
130521	80610S	999999 BETTY VAIL		94.29					
1	TEV24518	08/14/18 RSVP ~ Travel to/From Colest		94.29		24518	2985 15 450340	370	101000
130522	80611S	4142 CORE & MAIN		1,731.08					
1	J265115	08/10/18 8" Macro Connectors X2		636.12		25113	5210 23 430550	230	101000
2	J309765	08/13/18 8" Gripping and Gland		729.54		25113	5210 23 430550	230	101000
3	J325222	08/10/18 4" Macro Connector X2		365.42		25113	5210 23 430550	230	101000
130523	80612S	2871 THATCHER CHEMICAL CO		5,269.58					
1	34775	08/06/18 WTP ~ Aluminum Sulphahte		5,269.58		24782	5210 80 430540	222	101000

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130524	80613S	4191 Leisure In Montana		322.56					
1	SAL5910-1	08/02/18 Frog Pool ~ New Acid Pump		322.56		25064	1000 13 460433	230	101000
130525	80582S	3292 MONTANA AIR CARTAGE		190.50					
1	YNZ 73018	08/01/18 Library ~ Crate Delivery		190.50		24915	2880 39 460100	311	101020
130526	80614S	2808 SOUTHEASTERN MT DEVELOPMENT CORP		10,604.00					
1	10749	06/19/18 Membership Dues		10,604.00		24569	1000 2 470300	350	101000
130527	80615S	4081 ULTRAMAX		1,932.00					
1	169089	06/26/18 PD ~ 140 Boxes S&W 40 cal shel		1,932.00		25032	1000 5 420140	227	101000
130528	80616S	1321 HOLMLUND MOBILE LOCK & KEY		40.00					
2	32497	08/08/18 City Hall ~ Combination Change		40.00		25081	1000 8 411230	220	101000
130529	80617S	721 DALES CLEANING SERVICE		600.00					
1	DCS082918	08/29/18 City Hall ~ August Cleaning		600.00		25090	1000 8 411230	360	101000
130530	80618S	1637 RONNING ENTERPRISES dba MARTIN		280.00					
1	545	08/06/18 Denton Field ~ Gates		80.00		25087	1000 13 460433	230	101000
2	545	08/06/18		200.00		25087	1000 13 460433	350	101000
130531	80619S	999999 YELLOWSTONE COUNTY NEWS		155.40					
1	94605	08/10/18 INV to bid Darling Addition Pr		155.40		25088	2510 107 430236	350	101000
130532	80620S	1921 Montana Municipal Interlocal		686.88					
1	718012	08/22/18 Snow Removal Claim ~ Jacobson		549.50*		25086	2510 107 430220	513	101000
2	718012	08/22/18 Snow Removal Claim ~ Smith		137.38*		25086	2520 108 430220	513	101000
130533	-99938C	278 TITAN MACHINERY		5,445.46					
1	11289384	08/16/18 Unit #43 ~ Parts		2,700.09		24096	2510 107 430220	363	101000
2	11289384	08/16/18		675.02		24096	2520 108 430220	363	101000
3	11256845	08/21/18 Unit #44 ~ Radiator Assy		1,656.28		24087	2510 107 430220	363	101000
4	11256845	08/21/18		414.07		24087	2520 108 430220	363	101000
130534	80621S	999999 KATHY CHAPWESKE		26.34					
1	265800	08/23/18 Reimbursement for supplies pur		14.54		25035	1000 5 420140	210	101000
2	5903093411	08/23/18		11.80		25035	1000 5 420140	210	101000

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130535			80622S 999999 A.N.E.C.	178.75					
1	000044	08/14/18	FD ~ Electrical Bid	178.75		25156	1000 7 420460	350	101000
130536			80623S 4099 DELUXE MOTORS	339.00					
1	29570	08/23/18	FD ~ R1 Seat Belt Assembly	339.00		25155	1000 7 420460	364	101000
130537			80624S 4082 ZUERCHER TECHNOLOGIES LLC	1,500.00					
1	001747	08/01/18	Dispatch ~ Annual Renewal	1,500.00		24150	2850 105 420140	350	101000
130538			80625S 999999 LUBRICATION ENGINEERS	148.75					
1	S346172	08/15/18	WTP ~ Sample Bottles	148.75		24783	5210 22 430530	220	101000
130539			80626S 4013 SOLESTONE REIMB SERVICES	3,080.02					
1	9857	08/01/18	August Ambulance Billing	3,080.02		24896	5510 10 420730	350	101000
130540			80627S 1050 FRANKS BODY SHOP	126.50					
1	48367	08/07/18	Stolen Vehicle Impound	126.50		25025	1000 5 420140	220	101000
130541			80628S 4171 Ferguson Waterworks #1701	4,740.00					
1	0592897	08/20/18	Water Meter Radio Read Unit	4,740.00		25115	5210 23 430550	214	101000
130542			80629S 52 ABC GLASS & SIGNS, INC.	2,682.10					
1	I0050762	08/03/18	AP ~ Industrial Park Sign	750.00		864	5610 87 430300	230	101000
2	I0050784	08/06/18	FD ~ Rock Chip Repair A-26	50.00		24899	5510 10 420730	360	101000
3	I0050777	08/06/18	Library ~ Replace Door Alarm	1,000.00		24917	2220 16 460100	360	101000
4	I0050316	07/02/18	City Hall ~ Reframe Picture	63.33		24577	1000 3 410500	220	101000
5	I0050316	07/02/18		63.34		24577	5210 25 430510	220	101000
6	I0050316	07/02/18		63.33		24577	5310 29 430610	220	101000
7	I0050904	08/14/18	Streets ~ Unit #24	269.64		24094	2510 107 430220	363	101000
8	I0050904	08/14/18		67.41		24094	2520 108 430220	363	101000
9	I0050905	08/14/18	Streets ~ Unit #25	186.53		24094	5210 23 430550	363	101000
10	I0050905	04/15/18		168.52		24094	5310 31 430630	363	101000
130543			80630S 4146 Car Quest - East-Mont Auto	1,082.47					
1	1441-14907	08/15/18	Denton Field Paint for Sta	1,082.47		24095	1000 13 460433	230	101000
130544			80631S 313 FASTENAL	798.81					
1	68124	08/17/18	Skidsteer Attachment #41	319.52		24097	2510 107 430220	363	101000
2	68124	08/17/18		79.89		24097	2520 108 430220	363	101000
3	68124	08/17/18		199.70		24097	5210 23 430550	363	101000
4	68124	08/17/18		199.70		24097	5310 31 430630	363	101000

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130545	80632S	4112 FARMERS BROTHERS COFFEE	129.16					
1	68254260	08/08/18 Airport ~ August Coffee	129.16		866	5610 87 430300	220	101000
130546	80633S	499 CHECKERS INC	45.00					
1	85772	07/16/18 Streets ~ Random Testing	36.00		25078	2510 107 430220	350	101000
2	85772	07/16/18	9.00		25078	2520 108 430220	350	101000
130547	80634S	3286 WPCI	57.00					
1	S126987	07/31/18 Random Testing	23.20		25079	2510 107 430220	350	101000
2	S126987	07/31/18	5.80		25079	2520 108 430220	350	101000
3	S125848	08/01/18 Airport ~ Testing	28.00		863	5610 87 430300	220	101000
130548	80635S	4186 Bucky Johnson	91.51					
1	9109436234	07/04/18 August/ July ~ Cell Phone	45.76		25118	5210 23 430550	345	101000
2	9109436234	07/04/18	45.75		25118	5310 31 430630	345	101000
130549	80636S	999999 RAILROAD MANAGMENT COMPANY III,	597.02					
1	371637	08/20/18 Powerline Crossing	597.02		25117	5310 31 430630	532	101000
130550	80583S	771 DEPT OF REVENUE	2,276.92					
1	CRG-225122	07/20/18 #16 Williams Brothers With	2,276.92		25122	5310 33 430640	940	102279
130551	80637S	4022 MARILYNN FORMAN	350.00					
1	MF25039	08/30/18 PD ~ August Cleaning	350.00		25039	1000 5 420140	350	101000
130552	80638S	979 FIREMANS COMPANY	62.00					
1	8773	08/17/18 PD ~ Recharge Fire Extingisher	62.00		25041	1000 5 420140	220	101000
130553	80639S	317 BILLINGS CLINIC	600.00					
1	2018072	08/23/18 Billings ~ SANE Exam	600.00		25042	1000 5 420140	350	101000
130554	80640S	4139 Billings Precast	1,600.00					
1	55560	08/31/18 Covers ~ Catch Basins	1,600.00		25123	5310 31 430630	234	101000
130555	80641S	999999 GAIL KREZELAK	93.00					
1	TEV23948	08/27/18 Conference in Helena	93.00		23948	1000 6 410300	370	101000
130556	80642S	1737 MC AREA SOLID WASTE DISTRICT	5.00					
1	6801A	08/12/18 PD ~ Animal Disposal	5.00		25034	1000 21 440600	220	101000

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130557	80584S	268 MILES CITY SANITATION INC.	60.00					
1	88100040	08/01/18 Airport ~ Garbage Bins Augus	60.00		859	5610 87 430300	220	101000
130558	80643S	999999 AUSTIN OR ELLIE ANDERSON	99.91					
1	69531	08/31/18 Water/Sewer Deposit	99.91			5210 214010		101000
130559	80644S	999999 CORINE MCCOMMISH	50.78					
1	68856	08/31/18 Water/Sewer Deposit	50.78			5210 214010		101000
130560	80645S	999999 ASHLEY KALFELL	2.99					
1	69308	08/31/18 Water/Sewer Deposit	2.99			5210 214010		101000
130561	80646S	999999 EVERGREEN LANDSCAPING	11.94					
1	72509	08/31/18 Water/Sewer Deposit	11.94			5210 214010		101000
130562	80647S	999999 SHELBY LEE	99.91					
1	69733	08/31/18 Water/Sewer Deposit	99.91			5210 214010		101000
130563	80648S	999999 BRANDON & AMANDA KIESON	45.17					
1	69762	08/31/18 Water/Sewer Deposit	45.17			5210 214010		101000
130564	80649S	999999 TYLER PAGE	99.91					
1	69629	08/31/18 Water/Sewer Deposit	99.91			5210 214010		101000
130565	80650S	999999 STEPHANIE MERRILL	28.59					
1	69629	08/31/18 Water/Sewer Deposit	28.59			5210 214010		101000
130566	80651S	999999 BUCK BREWER	400.00					
1	72516/7251	08/31/18 Water/Sewer Deposit + lawn	400.00			5210 214010		101000
130567	80585S	1050 FRANKS BODY SHOP	6,700.00					
1	2300	08/31/18 PD ~ 2007 GMC Envoy	6,700.00		24580	4000 501 410100	940	101000
130568	80652S	700 CUSTER COUNTY WATER & SEWER	13,517.51					
1	CCWSD0818	08/31/18 August ~Water & Sewer Colle	13,517.51			7980 211020		101000
130569	80653S	498 CENTURY LINK	1,941.84					
1	0818406896	08/21/18 August ~ Dispatch Monthly	1,941.84		25202	2850 105 420140	345	101000

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130570	80654S 2910 TONGUE RIVER ELECTRIC	450.53							
1	TRECO81818 08/27/18 Southgate Lighting	400.52			2450 51 430263	341		101000	
2	DTRECO0827 06/25/18 Garfield 911	50.01		25203	2850 105 420140	341		101000	
130571	80655S 4045 LAND SOLUTIONS, INC.	2,420.50							
1	LSLLC08301 07/30/18 Planning - Consulting Serv	2,420.50		24711	1000 36 411020	350		101000	
130572	80656S 326 LAY-RITE	3,338.00							
1	70308 07/11/18 Water Department ~ Carpet	1,669.00		24581	5210 25 430510	920		101000	
2	70308 07/11/18	1,669.00		24581	5310 29 430610	920		101000	
130573	80657S 4192 Yellowstone Environmental	1,549.82							
2	1149 08/15/18 Parks ~ repair parts	816.42		25080	1000 13 460433	230		101000	
3	1192 08/20/18 Parks ~ Check Valves	733.40		25080	1000 13 460433	230		101000	
130574	80658S 2560 REGAN PLUMBING & HEATING	943.44							
1	218-55366 08/08/18 Bender Park ~ Supplies	104.62		25083	1000 13 460433	230		101000	
2	218-55367 08/08/18 Bender Park ~ Supplies	7.55		25083	1000 13 460433	230		101000	
3	218-55402 08/15/18 JC Park ~ Supplies	22.02		25083	1000 13 460433	230		101000	
4	218-55403 08/15/18 Park Warming House	520.50		25083	1000 13 460433	230		101000	
5	218-55403 08/15/18	288.75		25083	1000 13 460433	350		101000	
130575	80659S 999999 MERICAL TREE SERVICE, LLC	400.00							
1	2018082401 08/24/18 Trees ~ 2nd & Orr	400.00		25092	2510 107 430220	350		101000	
130576	80660S 1286 DENNIS HIRSCH	13,378.75							
1	DHC25093 08/31/18 August ~ Building Permits	13,378.75		25093	2394 18 420531	350		101000	
130577	80661S 1120 GLADER ELECTRIC CO	1,567.41							
3	85406 08/08/18 Skating Rink / Patch Corner	288.12		25094	1000 13 460433	230		101000	
4	85406 08/08/18 Connor's Stadium	708.13		25094	1000 13 460433	350		101000	
5	85772 08/13/18 City Hall ~ Bulb Covers Outsid	216.00		25094	1000 8 411230	220		101000	
6	85908 08/30/18 MS Lights	69.24		25094	2440 50 430263	230		101000	
7	85606 07/31/18 WWTP ~ Breaker Repair	285.92		24786	5210 80 430540	360		101000	
130578	80662S 800 DOEDEN CONSTRUCTION	387.00							
1	55090 08/13/18 Streets ~ Concrete 8th & Bridg	387.00		25116	5210 23 430550	234		101000	
130579	-99937C 501 CHEM SEARCH	254.90							
1	3247165 08/24/18 WWTP ~ Drop Dead Aerosol	84.97		24785	5210 80 430540	220		101000	
2	3247165 08/24/18	169.93		24785	5310 33 430640	220		101000	

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130582	80663S	869 EAST MONT COMMUNICATIONS	282.00					
1	28275	08/23/18 WTP ~ Zetron Repair and Reinst	282.00		24787	5210 80 430540	360	101000
130584	80664S	2830 STAR PRINTING & SUPPLY	580.02					
1	265342	08/07/18 City Court ~	35.88		23949	1000 6 410300	220	101000
2	266016	08/29/18 Ambulance Paper & Contract	69.45		25153	1000 7 420460	210	101000
3	266016	08/29/18	34.20		25153	5510 10 420730	210	101000
4	265687	08/20/18 FD ~ Supplies	39.74		25157	1000 7 420460	210	101000
5	265687	08/22/18	19.58		25157	5510 10 420730	210	101000
6	265434	08/09/18 RSVP ~ Planner	15.53		24523	2985 15 450340	210	101000
7	265501	08/13/18 RSVP ~Newsletter	233.20		24523	2985 15 450330	220	101004
8	265187	07/31/18 Finance ~ Printer Cartridge	12.83		25956	1000 3 410500	220	101000
9	265187	07/31/18	12.83		25956	5210 25 430510	220	101000
10	265187	07/31/18	12.83		25956	5310 29 430610	220	101000
11	265443	08/09/18 Historical Preservation	15.00		25251	2935 11 460461	210	101000
12	265904	08/15/18 Library ~ Paper Contract	23.38		24921	2220 16 460100	320	101000
13	265689	08/20/18 Deputy City Attorney	31.00		24420	1000 4 411100	214	101000
14	265689	08/20/18	31.06		24420	1000 4 411100	220	101000
9900	130288	04/15/18 Credit from Star ~ Balance	-3.24			5210 25 430510	210	101000
CI	18							
9901	130288	04/15/18	-3.25			5310 29 430610	210	101000
CI	18							
130585	80665S	3229 ROLLING RUBBER / POINT S	20.00					
1	1030438	08/30/18 Animal Control ~ Flat Repair	20.00		25044	1000 21 440600	230	101000
130588	80666S	1896 HAWKINS, INC	785.70					
1	4350580	08/24/18 WTP ~ Fluoride 50#	785.70		24788	5210 80 430540	222	101000
130589	80667S	999999 STITCHING 4U	47.00					
1	1747	08/31/18 PD ~ Sew on Patch	25.00		25043	1000 5 420140	226	101000
2	7097	07/07/18 PD ~ Embroidered Lettering	22.00		25043	1000 5 420140	226	101000
130590	-99936C	4003 SHI INTERNATIONAL CORP	737.22					
1	B08731068	08/22/18 Finance ~ 2018 Acrobat X2	245.74		24582	1000 3 410500	210	101000
2	B08731068	08/22/18	245.74		24582	5210 25 430510	210	101000
3	B08731068	08/22/18	245.74		24582	5310 29 430610	210	101000
130592	80668S	4180 IntelliCorp Records, Inc.	85.90					
1	974502	07/31/18 Criminal Background Checks	38.93			2310 11 460462	220	101000
2	974502	07/31/18	4.02			2935 11 460461	220	101000
3	981150	07/31/18 SHOP ~	42.95			6040 910 430220	220	101000

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CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/18

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* Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
130593	80669S 2710 SELBYS	397.87							
1	2218300 08/31/18 Restocking Fee for CORS Radio	198.94		25125	5210 23 430550	220		101000	
2	2218300 08/31/18	198.93		25125	5310 31 430630	220		101000	
130594	80670S 2270 NORTHWEST PIPE INC	2,635.70							
1	123823 08/27/18 Distribution System Repair	2,416.06		25120	5210 23 430550	230		101000	
2	123823 08/27/18	219.64		25120	5210 23 430550	235		101000	
	# of Claims 110	Total: 528,457.54							
	Total Electronic Claims	74,675.61		Total Non-Electronic Claims	453781.93				

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$60,897.91
2220 LIBRARY	
101000 Cash - Operating	\$3,034.11
2310 TIFD-Downtown	
101000 Cash - Operating	\$188.99
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$15,262.52
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$15,752.86
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$1,959.72
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$140.08
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,350.05
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$400.52
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$561.80
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$123.60
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$41,294.73
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$2,601.98
2850 911 EMERGENCY	
101000 Cash - Operating	\$5,110.27
2880 LIBRARY GRANTS	
101020 Cash - Partners Program	\$190.50
2935 Historic Preservation	
101000 Cash - Operating	\$29.44
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	\$527.32
101004 RSVP Non-Federal Cash Operating-Custer	\$791.63
101008 RSVP- Custer Excess	\$989.74
4000 General Fund Capitol Improvement Fund	
101000 Cash - Operating	\$6,700.00
4060 CAPITAL IMPROV-PUBLIC WORKS	
101000 Cash - Operating	\$21,000.00
5210 WATER UTILITY	
101000 Cash - Operating	\$110,294.27
102270 Cash - Curb Stop Replacement Fee	\$610.54
5310 SEWER UTILITY	
101000 Cash - Operating	\$31,457.71
102279 WWtr Treatment Plant-Phase II	\$152,484.60
5510 AMBULANCE FUND	
101000 Cash - Operating	\$10,379.32
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$28,533.17
6040 PUBLIC WORKS	
101000 Cash - Operating	\$857.65
7370 TBID	

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CITY OF MILES CITY
Fund Summary for Claims
For the Accounting Period: 8/18

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Fund/Account	Amount
101000 Cash - Operating	\$1,415.00
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$13,517.51
Total:	\$528,457.54
