



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers*

*October 09, 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 9/25/2018
  - B. Special City Council Meeting 9/27/2018
2. **SCHEDULE MEETINGS**
3. **REQUEST OF CITIZENS & PUBLIC COMMENT**
4. **APPOINTMENTS**
5. **PROCLAMATIONS**
6. **STAFF REPORTS**
7. **CITY COUNCIL COMMENTS**
8. **MAYOR COMMENTS**
9. **COMMITTEE RECOMMENDATIONS**
10. **BID OPENINGS**
11. **BID AWARDS**
12. **PUBLIC HEARINGS**
13. **UNFINISHED BUSINESS**
14. **NEW BUSINESS**
  - A. **RESOLUTION NO. 4202- A Resolution Approving a State-Local Mitigation Grant Agreement With the State of Montana MT DES and the Federal Emergency Management Agency for the Miles City Slough Restoration Project**
  - B. **RESOLUTION NO. 4203- A Resolution Approving Agreement Articles and Obligating Document With the Federal Emergency Management Agency for SCBA Equipment Grant**
  - C. **RESOLUTION NO. 4204- A Resolution of the City Council of the City of Miles City, Montana Repealing Provisions Related to Administrative Fees and Charges for Processing Citations in City Court Previously Approved by Resolution 3717**
  - D. **RESOLUTION NO. 4205- A Resolution Approving a Lease Agreement Between Ronald L. Asking Drilling and the City of Miles City for the Lease of Real Property for Fire and EMS Storage and Use**

- E. **ORDINANCE NO. 1327- *(First Reading)* An Ordinance Changing the Zoning of Tract No. 2, Less Tract D & 160' x 180', of the Dyba Addition to the City of Miles City From General Commercial Zone to Highway Commercial Zone, and Providing for a Hearing Thereon**
  
- F. **ORDINANCE NO. 1328- *(First Reading)* An Ordinance Changing the Zoning of Lot F, Tract No. 2, of the Dyba Addition to the City of Miles City from General Commercial Zone to Highway Commercial Zone, and Providing for a Hearing Thereon**
  
- G. **ORDINANCE NO. 1329- *(First Reading)* An Ordinance Repealing Section 21 of the Code of Ordinances of the City of Miles City and Enacting a New Section 21 of Said Code of Ordinances of the City of Miles City, Adopting New Subdivision Regulations**
  
- H. **Approval of September 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 September 25, 2018**  
**6:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, September 25, 2018, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Jeff Erlenbusch, and Kathy Wilcox. Council Members excused were: Brant Kassner and Susanne Galbraith.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Police Chief Doug Colombik, Fire Chief Branden Stevens, Planner II Dawn Colton, Judge Kenneth Stein, City Court Clerk Gail Krezelak, Deputy City Court Clerk Nicole Richardson, Water/Wastewater Operator Josh Seekins and Deputy City Clerk/Minute Recorder Linda Wilkins.

**PLEDGE OF ALLEGIANCE**

Mayor Hollowell led the Council in the Pledge of Allegiance.

**APPROVAL OF COUNCIL & COMMITTEE MINUTES**

**City Council Minutes: 9/11/2018**

**\*\*** *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of September 11, 2018, subject to any changes, and seconded by Councilperson Huber. The motion passed by unanimous consent, 6-0.*

**SCHEDULE MEETINGS**

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

- Human Resources Committee – October 18, 2018 5:15 p.m.

**REQUEST OF CITIZENS & PUBLIC COMMENT**

LeRoy Meidinger, 307 Hubbell Street – Noticed a tree had been cut down by the 600 Café. He asked why mature trees were being cut down. Councilperson Uden said that Gloria Grenz had requested the tree to be cut down because it was causing a mess. Mr. Meidinger stated that the trees had been planted to beautify Main Street and a lot of money had been spent on planting the trees.

**APPOINTMENTS**

None

**PROCLAMATIONS**

None

## **STAFF REPORTS**

- Director Gray – Commented that the Special Council Meeting on September 27 was called for a Change Order on the Darling Addition Project. The project was doing well; however, there have been some issues with the trenches being too close to the storm drains and the soil was sloughing off the pipe which resulted in an additional 369 lineal feet of storm drain pipe being laid and concrete needs to be poured. He will not be at the Special Council Meeting, but Assistant Public Works Director Sam Malenovsky will attend the meeting and will be able to answer questions. Councilperson Uden asked when the street would open. Director Gray said there was a tentative date of October 26, if all went well.
- Planner Colton – Commented that Dave DeGrandpre has been working with her to get things in order prior to her last day. She will be available for any questions after she leaves.
- Chief Stevens – Commented that Paramedic Taylor Lee's last day will be September 27. Interviews will be conducted for new firefighter candidates on September 28. MMIA has approved temporary access to the condemned part of the fire station for six months.

## **CITY COUNCIL COMMENTS**

- The Council and Mayor thanked Planner Colton for her service to the City.
- Councilperson Andrews – He wanted to know in regard to the tree if there were any repercussions for destroying city property. The Mayor commented that there was a straw poll at a previous Council meeting regarding cutting down the tree. Who will replace the tree? The tree was sitting on Montana Department of Transportation (MDOT) right of way. The Mayor will call MDOT.
- Councilperson Huber – He had been on a tour of the Police Department and thanked them.
- Councilperson Uden – Spoke with Councilperson Galbraith regarding maintaining officers and suggested she get ahold of the Chief for a ride along.
- Councilperson Andrews – He had been on a ride along with Officer Sloan.
- Councilperson Huber – Anyone could request a ride along and thought it was a good idea.

## **MAYOR COMMENTS**

The City has been awarded the Workers' Compensation Loss Control Achievement by MMIA for the lowest loss dollars incurred for workers' compensation claims over the last five years for a second class city.

## **COMMITTEE RECOMMENDATIONS**

None

**BID OPENINGS**

None

**BID AWARDS**

None

**PUBLIC HEARINGS**

None

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

**A. Discussion on Deputy Court Clerk Position**

Judge Stein requested that the Council reconsider putting the Deputy City Clerk to a part time position. As a new Judge he relies of the Clerk's expertise. He commented that no one had spoken with him or the clerks regarding the duties completed by clerks. After an extended discussion it was determined that the Judge would submit to the Human Resources Committee the justification for keeping the Deputy City Clerk position full time for review and consideration.

**B. RESOLUTION NO. 4198- A Resolution Approving a Real Property Lease Agreement Between the City of Miles City, and Greg and Alice Kmetz, for Certain Real Property Owned by Miles City, Montana**

*\*\* Councilperson Gardner moved to approve the Resolution, read by title only, seconded by Councilperson Erlenbusch, and on roll call vote, passed by unanimous consent, 6-0. Resolution No. 4198 passed.*

**C. RESOLUTION NO. 4199- A Resolution Approving Agreement Articles and Obligating Document With the Federal Emergency Management Agency for Ambulance Grant**

*\*\* Councilperson Uden moved to approve the Resolution, read by title only, seconded by Councilperson Andrews, and on roll call vote, passed by unanimous consent, 6-0. Resolution No. 4199 passed.*

**D. RESOLUTION NO. 4200- A Resolution Requesting Distribution of Bridge and Road Safety and Accountability Program Funds**

*\*\* Councilperson Gardener moved to approve the Resolution, read by title only and seconded by Councilperson Andrews. On roll call vote, the motion passed by unanimous consent, 6-0. Resolution No. 4200 passed.*

## **ADJOURNMENT**

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

The meeting was adjourned at 7:00 p.m.

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**John Hollowell, Mayor**

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**Linda Wilkins, Deputy City Clerk**

**SPECIAL COUNCIL MEETING      September 27, 2018**  
**6:00 p.m.**

**CALL TO ORDER**

The Special Council meeting was held Thursday, September 27, 2018, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Council Members present were Dwayne Andrews, John Uden, Rick Huber, Jeff Erlenbusch, Susanne Galbraith, and Ken Gardner. Councilpersons Brant Kassner and Kathy Wilcox were excused.

Also present were Floodplain Administrator Assistant Public Works/Public Utilities Director Samantha Malenovsky and Deputy City Clerk/Minute Recorder Linda Wilkins.

**PLEDGE OF ALLEGIANCE**

Mayor Hollowell led the Council in the Pledge of Allegiance.

**REQUEST OF CITIZENS & PUBLIC COMMENT**

None

**NEW BUSINESS**

**A.      RESOLUTION NO. 4201- A Resolution Authorizing The City Of Miles City To Enter Into A Change Order To Task Order With Kadrmas, Lee & Jackson, Inc. Related To The Darling Addition Street And Utilities Rehabilitation Project**

**\*\*      *Councilperson Galbraith moved to approve the Resolution, read by title only, seconded by Councilperson Uden.***

**\*\*      *Councilperson Uden moved to amend the language in Resolution No. 4201 starting at the paragraph that reads "Whereas, The City of Miles City has retained the engineering services of Kadrmas, Lee & Jackson, Inc. (KLJ) to provide Engineering services to the City the Darling Addition Street and Utilities Rehabilitation Project;" to "Whereas, The City of Miles City and Montana Civil, LLC have entered into an agreement for certain street and utilities improvements known as the Darling Addition Street and Utilities Rehabilitation Project;" , seconded by Councilperson Galbraith. On roll call vote the amended motion, passed by unanimous consent, 6-0.***

**\*\*      *Councilperson Galbraith moved to amend all reference to Kadrmas, Lee & Jackson (KLJ) to Montana Civil, LLC, seconded by Councilperson Erlenbusch. On roll call vote the amended motion, passed by unanimous***



*consent, 6-0.*

*On roll call vote, the amended original motion **passed** by unanimous consent, 6-0. Resolution No. 4201 passed*

## **ADJOURNMENT**

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

The meeting was adjourned at 6:15 p.m.

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**John Hollowell, Mayor**

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**Linda Wilkins, Deputy City Clerk**

# New Business

**RESOLUTION NO. 4202**

**A RESOLUTION APPROVING A STATE-LOCAL MITIGATION GRANT AGREEMENT WITH THE STATE OF MONTANA MT DES AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE MILES CITY SLOUGH RESTORATION PROJECT.**

*WHEREAS*, the City of Miles City has been awarded funding from the Federal Emergency Management Agency (FEMA) related to the Miles City Slough Restoration Project;

*AND WHEREAS*, FEMA has provided the City with a State-Local Mitigation Grant Agreement to receive said funding through the State of Montana MT DES for City approval;

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

1. The “State-Local Mitigation Grant Agreement,” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute any documents necessary to complete the award of said grant 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 9<sup>th</sup> DAY OF OCTOBER, 2018.**

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

ATTEST:

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

EXHIBIT A

State-Local Mitigation Grant Agreement  
Flood Mitigation Assistance Grant Program (FMA)

This agreement is between the State of Montana MT DES and Miles City and is effective on the date signed by the state and the applicant. It shall apply to all FMA funds provided by or through the state from FMA-PL-MT-08-2017-001, City of Miles City Slough Restoration Project.

The designated representative of the applicant certifies that:

1. He/she has legal authority to apply for assistance on behalf of the applicant.
2. The applicant will appoint by resolution or letter an Applicant's Representative to act on the County's behalf and will establish and maintain a proper accounting system to record expenditures of FMA funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative. [Refer to the Grant Administrative Instructions]
3. The applicant will return within 30 days of formal award this state and local agreement, funding commitment letter, and applicant agent letter.
4. The applicant will provide all necessary financial, programmatic, and complete all environmental requirements to meet the terms and conditions of receiving The Flood Mitigation Assistance Grant funds.
5. The applicant agrees to provide necessary 25% local share of funding for completion of the project.
6. The local cost share funding will be available within the period of performance.
7. The applicant will use Flood Mitigation funds solely for the purposes for which these funds are provided IAW the FEMA approved scope of work, IAW approved environmental conditions, and IAW attached administrative instructions.
8. The applicant will give state and federal agencies designated by the Governor's Authorized Representative access to and the right to examine all records and documents related to use of Flood Mitigation funds.
9. The applicant will return to the state, within 15 days of such request by the Governor's Authorized Representative, any advanced funds which are not supported by audit or other federal or state review of documentation maintained by the applicant.
10. The applicant will comply with all applicable codes and standards as it pertains to this project and agrees to provide maintenance of the project for a minimum of five years.

11. The applicant will comply with all applicable provisions of 2 CFR 200 federal law and regulation in regard to procurement of goods and services, as well as provisions of MCA Title 18 state law and regulations.
12. The applicant will begin project work within 45 days of approval of the grant and complete all items of work within the period of performance specified by FEMA or the State unless an exception is granted by FEMA to extend the time frame.
13. The applicant will comply with state reimbursement procedures as written in the Administrative Instructions.
14. The applicant agrees that this sub-grant is their financial responsibility. The applicant will establish accounting codes specific to this project that are clearly defined. That the state will make reimbursements based off information provided by the applicant. If the applicant cannot show supporting documentation when requested or during a monitoring funds may be recouped.
15. The applicant will submit quarterly performance reports as outlined in the Grant Administrative Instructions.
16. The applicant will comply with accrual requirements as outlined in the Grant Administrative Instructions.
17. The applicant will comply with all federal and state statutes and regulations relating to non-discrimination.
18. The applicant will comply with the provisions of the Hatch Act limiting the political activities of public employees.
19. The applicant will comply and be in good standing with the National Flood Insurance Program.
20. The applicant will not enter into cost-plus-percentage-of-cost contracts for completion of the project.
21. The applicant will not enter into contracts for which payment is contingent upon receipt of state or local funds.
22. The applicant will not enter into any contract with any party that is disbarred or suspended from participating in federal assistance programs.
23. The applicant will comply with one of the following (as appropriate for the type of applicant) for all audit requirements: 2 CFR 200 subpart F section 501

24. The State reserves the right to withhold 10% of the total Federal Funds until the project is complete, and a final inspection has been conducted showing compliance with approved scope of work and environmental conditions.

SIGNED FOR THE APPLICANT:

John Hollowell  
Miles City Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SIGNED FOR MT DES:

Delila Bruno  
Governor's Authorized Representative

  
\_\_\_\_\_  
Signature

9/5/2018  
\_\_\_\_\_  
Date

DEPARTMENT OF MILITARY AFFAIRS  
STATE OF MONTANA



Disaster & Emergency Services Division  
1936 MT MAJO STREET - PO BOX 4789  
FORT HARRISON, MONTANA 59636-4789  
406.324.4777



THE HONORABLE STEVE BULLOCK  
GOVERNOR

MAJOR GENERAL MATTHEW T. QUINN  
ADJUTANT GENERAL

September 5, 2018

John Hollowell  
17 S. 8<sup>th</sup> St.  
PO Box 910  
Miles City, MT. 59301-3214

Re: Project Approval *FMA-PL-08-MT-2017-001*, Miles City Slough Restoration Project Award

Mayor Hollowell:

Congratulations! The Federal Emergency Management Agency (FEMA) has approved the Flood Mitigation Assistance Grant (FMA) Miles City Slough Restoration Project. The amount approved for the entire project is \$100,000.00. The federal share is \$75,000.00 and the local match is \$25,000.00. This projects period of performance end date is March 22, 2021.

Along with this letter are specific mitigation grant administrative instructions for financial and programmatic management of this sub-grant. We request you thoroughly review these instructions before beginning project work.

All changes in your work schedule and/or scope of work must be submitted to MT DES as soon as possible. Additional changes, updates and/or modifications to your "match" plans must also be submitted to our office as soon as possible, all update information, and work start dates will need to be included in your first quarterly report to DES, due by the 10<sup>th</sup> of October.

Your points of contact at this office will be Nadene Wadsworth (324-4785, [nwadsworth@mt.gov](mailto:nwadsworth@mt.gov)) and Kyle Sturgill-Simon (324-4782, [kyle.sturgill-simon@mt.gov](mailto:kyle.sturgill-simon@mt.gov)).

Sincerely,

A handwritten signature in cursive script that reads "Delila Bruno".

Delila Bruno  
Administrator, Disaster and Emergency Services Division  
Governor's Authorized Representative (GAR)

**RESOLUTION NO. 4203**

**A RESOLUTION APPROVING AGREEMENT ARTICLES AND OBLIGATING DOCUMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR SCBA EQUIPMENT GRANT.**

*WHEREAS*, the City of Miles City has been awarded funding from the Federal Emergency Management Agency (FEMA) for the purchase of SCBA equipment;

*AND WHEREAS*, FEMA has provided the City with Agreement Articles and an Obligating Document related to the same, for City approval;

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

1. The “AGREEMENT ARTICLES, ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM –OPERATIONS AND SAFETY” document, attached hereto as Exhibit “A”, and the “FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT,” attached hereto as Exhibit “B,” and both made a part hereof, are hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute any documents necessary to complete the award of said grant 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 9<sup>th</sup> DAY OF OCTOBER, 2018.**

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

ATTEST:

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



## Agreement Articles

Exhibit A



# FEMA

U.S. Department of Homeland Security  
Washington, D.C. 20472

## AGREEMENT ARTICLES

### ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

**GRANTEE:** City of Miles City

**PROGRAM:** Operations and Safety

**AGREEMENT NUMBER:** EMW-2017-FO-03484

**AMENDMENT NUMBER:**

## TABLE OF CONTENTS

The FY 2017 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2017. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

### Article I. Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

### Article II. DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil

Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

#### Article III. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to [firegrants@dhs.gov](mailto:firegrants@dhs.gov).

#### Article IV. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### Article V. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### Article VI. Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### Article VII. Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101- 12213).

#### Article VIII. Animal Welfare Act of 1966

Where applicable, recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

#### Article IX. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

#### Article X. Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### Article XI. Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. § 100.201.)

#### Article XII. Contract Provisions for Non-federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the recipient under the Federal award must contain provisions as required by Appendix II of 2 C.F.R. Part 200, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, including but not limited to the following:

- a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

- b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

#### Article XIII. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### Article XIV. Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### Article XV. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

#### Article XVI. Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

#### Article XVII. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### Article XVIII. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

#### Article XIX. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### Article XX. Environmental Planning and Historic Preservation Screening

AFG funded activities that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency website at: <https://www.fema.gov/library/viewRecord.do?id=6906>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

#### Article XXI. False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.)

#### Article XXII. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### Article XXIII. Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### Article XXIV. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

#### Article XXV. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

#### Article XXVI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### Article XXVII. **Lobbying Prohibitions**

All recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

#### Article XXVIII. **National Environmental Policy Act**

All recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### Article XXIX. **Nondiscrimination in Matters Pertaining to Faith- Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### Article XXX. **Non-supplanting Requirement**

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### Article XXXI. **Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### Article XXXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### Article XXXIII. **Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### Article XXXIV. **Procurement of Recovered Materials**

All recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### Article XXXV. **Protection of Human Subjects**

Where applicable, recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The

use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

#### Article XXXVI. **Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### Article XXXVII. **Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### Article XXXVIII. **Reporting Subawards and Executive Compensation**

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### Article XXXIX. **SAFECOM**

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### Article XL. **Terrorist Financing**

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### Article XLI. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

#### Article XLII. **Universal Identifier and System of Award Management (SAM)**

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

#### Article XLIII. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175-175c.

#### Article XLIV. **Use of DHS Seal, Logo and Flags**

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### Article XLV. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2017-FO-03484  
 2. AMENDMENT NO. 0  
 3. RECIPIENT NO. 81-6001292  
 4. TYPE OF ACTION AWARD  
 5. CONTROL NO. WX02682N2018T  
 6. RECIPIENT NAME AND ADDRESS  
 City of Miles City  
 17 S 8th ST  
 Miles City  
 Montana, 59301-3214  
 7. ISSUING OFFICE AND ADDRESS  
 Grant Programs Directorate  
 500 C Street, S.W.  
 Washington DC, 20528-7000  
 POC: Marketa Walker  
 8. PAYMENT OFFICE AND ADDRESS  
 FEMA, Financial Services Branch  
 500 C Street, S.W., Room 723  
 Washington DC, 20472  
 9. NAME OF RECIPIENT PROJECT OFFICER  
 Branden M Stevens  
 10. NAME OF PROJECT COORDINATOR  
 Catherine Patterson  
 11. EFFECTIVE DATE OF THIS ACTION  
 22-AUG-18  
 12. METHOD OF PAYMENT  
 SF-270  
 13. ASSISTANCE ARRANGEMENT  
 Cost Sharing  
 14. PERFORMANCE PERIOD  
 From:22-AUG-18 To:21-AUG-19  
 Budget Period  
 From:30-APR-18 To:30-SEP-18  
 PHONE NO. 1-866-274-0960

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX- XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
AFG	97.044	2018-F7-C111-P4310000-4101- D	\$0.00	\$222,334.00	\$222,334.00	\$11,116.00
<b>TOTALS</b>			<b>\$0.00</b>	<b>\$222,334.00</b>	<b>\$222,334.00</b>	<b>\$11,116.00</b>

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
 N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)  
 N/A

DATE  
 N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)  
 Marketa Walker

DATE  
 21-AUG-18



**RESOLUTION NO. 4204**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA REPEALING PROVISIONS RELATED TO ADMINISTRATIVE FEES AND CHARGES FOR PROCESSING CITATIONS IN CITY COURT PREVIOUSLY APPROVED BY RESOLUTION 3717.**

*WHEREAS*, the City of Miles City had previously adopted Resolution 3717 related to administrative fees and charges for processing citations in City Court, as has been enacted by various cities around the State of Montana;

*AND WHEREAS*, the Montana Supreme Court ruled on September 11, 2018 in *Missoula v. Franklin* that said fees and charges are not appropriately charged;

*AND WHEREAS*, the City is repealing Resolution 3717 by virtue of the passage of this resolution;

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

1. Resolution 3717 is repealed in its entirety, effective immediately.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 9<sup>TH</sup> DAY OF OCTOBER, 2018.**

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John Hollowell

ATTEST:

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Lorrie Pearce, City Clerk



**RESOLUTION NO. 4205**

**A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN RONALD L. ASKIN DRILLING AND THE CITY OF MILES CITY FOR THE LEASE OF REAL PROPERTY FOR FIRE AND EMS STORAGE AND USE.**

*WHEREAS*, the City Fire Department's building has been partially condemned, and temporary storage for vehicles and equipment, and other incidental fire and EMS uses, is needed;

*AND WHEREAS*, Ronald L. Askin Drilling ("Askin") has offered to lease certain real property to the City for the storage of a portion or the City's fire and EMS equipment, some of which is so large that there are few buildings in the area which are able to accommodate the storage of said equipment;

*AND WHEREAS*, although Askin's property is located outside of the City of Miles City's corporate limits, the City will still have primary response equipment and personnel located within City at the current fire hall location, and response times for additional equipment and personnel are not anticipated to be significantly delayed given the close proximity of Askin's property to the city limits;

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

1. The "Lease Agreement" between Askin and the City, attached hereto as Exhibit "A" and incorporated by this reference, 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 Lease 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 9<sup>TH</sup> DAY OF OCTOBER, 2018.**

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

ATTEST:

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

## LEASE AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **RONALD L. ASKIN DRILLING**, a Montana corporation, of 60 Green Acres Drive, Miles City, Montana 59301, hereinafter "**LANDLORD**," and the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana 59301, hereinafter referred to as "**TENANT**".

### RECITALS:

**WHEREAS** the LANDLORD owns certain real property located in County, Montana, located at the following address: 1084 US-12, Miles City, Montana 59301;

**AND WHEREAS** it is the desire of LANDLORD and TENANT that TENANT lease the above described Leasehold for a term of One (1) year, subject to the options to renew as hereinafter provided.

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

### I. AGREEMENT

The LANDLORD, for and in consideration of the rents to be paid and the covenants to be performed by TENANT, does hereby demise, lease, and let unto TENANT, certain portions of both land and improvements located at 1084 US-12, Miles City, Montana 59301, and more particularly described as follows:

The "insulated mix building" and surrounding curtilage, along with the right of ingress and egress thereto, said building and curtilage referred to hereinafter as the "*Leasehold*".

### II. INITIAL TERM

The term of this Agreement shall be for a period of One (1) year, beginning on \_\_\_\_\_, 2018, and expiring at midnight on \_\_\_\_\_, 2019 hereinafter, "*the initial lease term*", subject to the option to renew this lease as provided for in Article IV of this lease.

### III. RENTAL

The annual rental for the initial lease term described shall be at the rate of \$2,500.00 per year, payable in advance.

Additionally, TENANT agrees to make a one time payment in the sum of \$5,000.00 to LANDLORD to cover ½ of the cost of installing a new overhead door in the leased building.

#### ***IV. OPTION TO RENEW.***

FOLLOWING the “INITIAL TERM”, TENANT shall have the option to renew this Agreement for two additional One (1) year terms, by providing written notice of renewal to LANDLORD not less than thirty (30) days prior to the expiration of the Initial Term or Renewal Term.

#### ***V. RESPONSIBILITIES OF THE TENANT***

TENANT does hereby acknowledge, covenant and agrees as follows:

##### **A. Purpose.**

TENANT desires to lease the premises described above for the following general purposes: Storage of fire and EMS equipment, to include trucks and equipment; office and administrative purposes; uses incidental to the operation of a Fire and EMS service.

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

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

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

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

##### **D. Maintenance.**

TENANT agrees to keep the premises and improvements thereon in good repair and upkeep, reasonable wear and tear alone excepted, and further agrees neither to permit nor cause any waste on the property, or with respect to any improvements thereon.

##### **E. Right to Inspect.**

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

**F. Utilities.**

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

**G. Indemnification.**

TENANT shall indemnify and hold the LANDLORD harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of TENANT, its agents, employees or customers, and TENANT hereby agrees to indemnify and hold harmless the LANDLORD for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

**H. Insurance.**

TENANT agrees to maintain with a good and reputable insurance company a policy of fire and extended coverage insurance covering the improvements on the premises involved herein to the maximum insurable value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the LANDLORD.

**I. Environmental Warranty.**

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

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

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

**J. Compliance with ADA.**

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

**K. Non-Discrimination.**

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

***VI. ASSIGNABILITY OF INTEREST***

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

***VII. DEFAULT***

If TENANT shall at any time be in default in the payment of rent due hereunder, or in the performance of any of the covenants or provisions of this Lease, and TENANT shall fail to remedy such default within thirty (30) days after receipt of written notice thereof from the LANDLORD, then it shall be lawful for the LANDLORD to enter upon the premises, and again repossesses and enjoy the same as if the Lease had not been entered into, and thereupon this Lease and everything herein contained on the part of the LANDLORD to be done and performed shall cease and terminate, without prejudice, however, to the right of the LANDLORD to recover from TENANT all rent due up to the time of such entry. In the case of such default and entry by the CITY, the ownership of any and all improvements on the premises shall vest in the LANDLORD (if the same shall not have already vested), and the LANDLORD may re-let the premises for the remainder of TENANT'S term for the highest rent obtainable and may recover from TENANT any deficiency between the amount so obtained and the rent due hereunder from TENANT. If the default is in the performance of any of covenants or provision of this Lease, other than failure to timely pay the rental called for herein, and, by the nature of the default, it cannot reasonably be cured within a thirty (30) day period, so long as TENANT commences and diligently pursues a cure of such default promptly within the initial thirty (30) day cure period, then TENANT shall have a further reasonable time to complete such cure, not to exceed an additional sixty (60) days after the expiration of the initial thirty (30) day cure period.

***IX. MISCELLANEOUS PROVISIONS***

If is further mutually understood and agreed as follows:

**A. Notice.**

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

**B. Oral Modification Prohibited.**

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

**C. Attorneys Fees and Costs.**

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

**D. Binding Effects.**

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

**E. Time of the Essence.**

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

**F. Incorporation of Recitals.**

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

**G. Executed Copy.**

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

**H. Interpretation.**

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

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

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

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

**RONALD L. ASKIN DRILLING - LANDLORD**

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

**CITY OF MILES CITY - TENANT**

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

**ATTEST:**

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

/

**ORDINANCE NO. 1327**

**AN ORDINANCE CHANGING THE ZONING OF TRACT No. 2, LESS TRACT D & 160' x 180', OF THE DYBA ADDITION TO THE CITY OF MILES CITY FROM GENERAL COMMERCIAL ZONE TO HIGHWAY COMMERCIAL ZONE, AND PROVIDING FOR A HEARING THEREON.**

**WHEREAS**, Tom Falconer, on behalf of Omni Corp, has made application for the property described as Tract No. 2, Less Tract D & 160'x180', of the Dyba Addition to the City of Miles City, Montana, to be rezoned from mixed zones of General Commercial District (GC), to Highway Commercial District (HWC) zone;

**AND WHEREAS**, such property is situated within the city limits of the City of Miles City, Montana, and subject to the zoning jurisdiction of the City of Miles City;

**AND WHEREAS**, Section 24-96 of the Code of Ordinances of Miles City, Montana requires that such application be referred to the City Zoning Commission for public hearing and recommendation to the City Council prior to any action by the City Council upon such application;

**AND WHEREAS**, the Miles City Zoning Commission, on September 25, 2018, upon public hearing and deliberation, recommended to the City Council that such zoning change be approved.

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

**Section 1.** Zoning for the following described real property located within the City of Miles City, Custer County, Montana, is hereby rezoned from General Commercial District (GC), to Highway Commercial District (HWC) zone, to wit:

Tract No. 2, Less Tract D & 160'x180', of the Dyba Addition to the City of Miles City, according to the official plat and survey thereof on file with the Clerk and Recorder in and for Custer County, Montana.

**Section 2.** The City of Miles City Staff Report prepared as part of the review of this application, and attached hereto as Exhibit "A," is hereby adopted as Findings of Fact to support the Council's decision.



**Section 3.** Prior to final passage, a public hearing shall be held upon this proposed zoning change before the City Council at 6:00 P.M. on the 13th day of November, 2018, in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana.

**Section 4.** The City Clerk shall give notice of the date, time and place of such hearing by publication in the Miles City Star at least 15 days prior to the date of such hearing, as well as notice by certified mail at least 15 calendar days prior to such hearing to the applicant, landowner, and all adjoining property owners and owners of land within 150 feet of the subject property, containing all information required by, and in accordance with, MCA Sections 76-2-303 and 305, as well as Section 24-97 of the Code of Ordinances of Miles City, Montana.

**Section 5.** This ordinance shall be in full force and effect thirty (30) days after its final passage and approval.

Said Ordinance read and put on its passage this 9<sup>th</sup> day of October, 2018.

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

ATTEST:

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

**FINALLY PASSED AND ADOPTED** this 13<sup>th</sup> day of November, 2018.

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

ATTEST:

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

**Miles City City Council**  
**Zone Map Amendment Request From General Commercial to Highway**  
**Commercial**  
**Staff Report**  
**Tom Falconer, Omni Corp**  
**Public Hearing Date: November 13th, 2018**

*The Miles City Zoning Commission met on September 25, 2018 and held a public hearing to consider a request from Tom Falconer of Omni Corp for a zone map amendment from General Commercial to Highway Commercial on property located east of the intersection of Valley Drive East and North Strevell Avenue and addressed as 2300 Plaza Boulevard, Miles City, MT 59301. Dave DeGrandpre, contract planner with Land Solutions, presented the staff report below (MCZC-2018-02), recommending that the Zoning Commission adopt the staff report as findings of fact and make a recommendation to the Miles City City Council to approve the zone map amendment from General Commercial to Highway Commercial.*

*At the public hearing three people spoke in support of the proposed zone map amendment and three people spoke in opposition.*

*After the close of the public hearing, the Zoning Commission discussed the proposed zone map amendment and passed a motion recommending this zone map amendment for approval by the City Council on a 3-1, vote.*

**Staff Recommendation: Approve**

**Recommended Motion:** Having reviewed and considered the staff report, application materials, public comment, recommendation of the Zoning Commission, and all information presented, I hereby adopt the findings presented in the staff report and move to approve the Omni Corp zone map amendment.

**Alternatives:**

1. Approve the application with modifications
2. Deny the application based on the Council's findings of non-compliance with the applicable criteria contained within the staff report; or
3. Open and continue the public hearing on the application, with specific direction to staff or the applicant to supply additional information or to address specific items.

**Background Information**

Tom Falconer, on behalf of Omni Corp, has requested an amendment to the City of Miles City Zoning Map to rezone one existing lot totaling approximately 9.95 acres / 433,422 square feet, from General

Commercial to Highway Commercial. The subject property is located east of the intersection of Valley Drive East and North Strevell Avenue and addressed as 2300 Plaza Boulevard, Miles City, MT 59301. The applicant's intent in requesting the proposed zone change is to make it possible to apply for a conditional use permit to allow for the operation of a medical marijuana dispensary.

**A. Applicant**

Tom Falconer, Omni Corp  
PO Box 879  
Miles City, MT 59301

**B. Owner**

Omni Corp  
PO Box 879  
Miles City, MT 59301

**C. Location and Legal Description of Property**

The property is located east of the intersection of Valley Drive East and North Strevell Avenue and addressed as 2300 Plaza Boulevard, Miles City, MT 59301 – see vicinity map below. The legal description of the property is Tract No. 2, less Tract D & 160' x 180' of the Dyba Addition located in Section 27, Township 8 North, Range 47 East, P.M.M., City of Miles City, Custer County, Montana.



**D. Existing Land Use(s) and Zoning**

The property is currently occupied by a commercial building (Omni Center) and an adjoining parking lot. The existing zoning is General Commercial. The General Commercial district is intended to provide for commercial districts in close proximity to and serving the ordinary shopping needs of residents and visitors, and which do not attract large volumes of traffic. Examples of general commercial uses include community oriented retail establishments, eating establishments, hardware stores, auto parts stores, grocery and convenience stores, neighborhood lodges and assembly facilities, banks and other financial institutions, medical and dental clinics, professional and personal services, print shops, fitness centers, and other similar uses serving the commercial needs of the community.

**E. Proposed Land Use(s) and Zoning**

The proposed land use is a medical marijuana dispensary and the proposed zoning is Highway Commercial. The Highway Commercial zone is intended to provide for commercial oriented uses around highways and arterials that rely on convenient automobile access. Examples of highway oriented businesses include overnight accommodations, casinos, gas stations, eating and drinking establishments, hardware stores, grocery stores, vehicle and equipment sales, and retail. In the Highway Commercial district, medical marijuana dispensaries are a conditional use and thus the applicant will need to obtain a conditional use permit in the event the proposed zone change is approved.

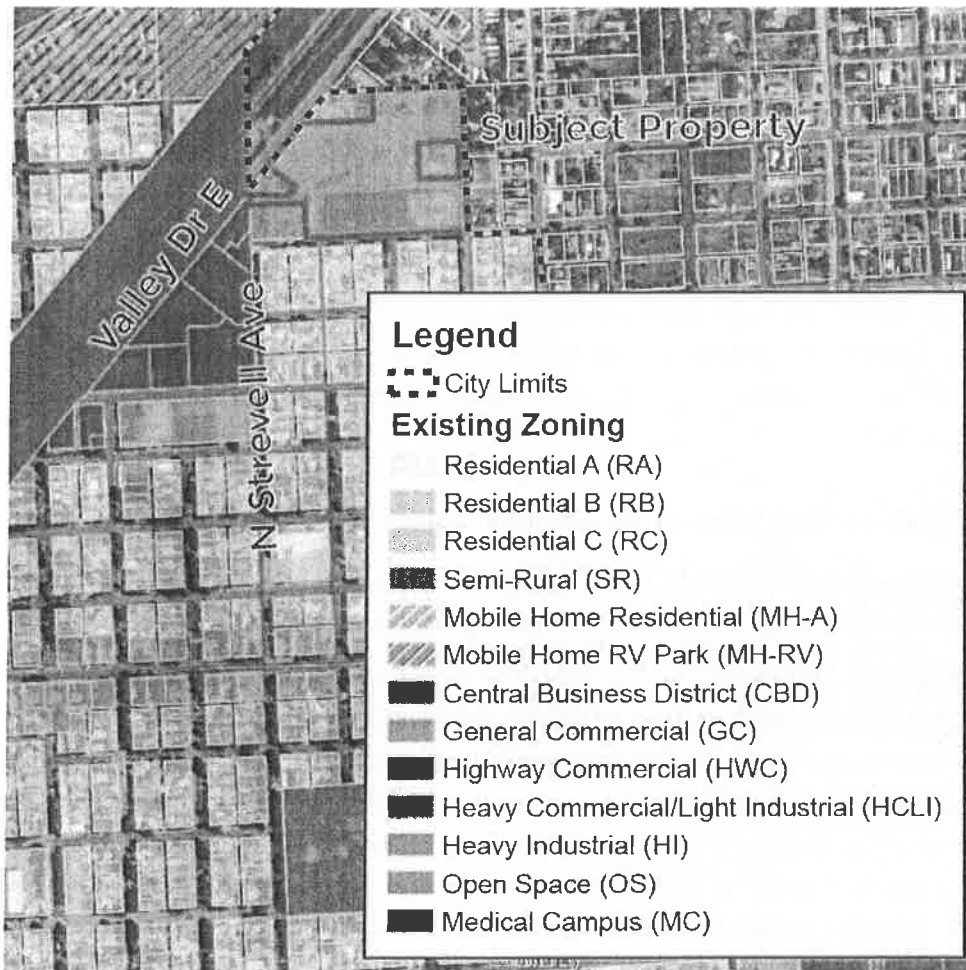
**F. Adjacent Zoning and Land Uses**

*North:* Zoning – General Commercial and County C-1 Commercial. Land uses – commercial businesses (Regan Plumbing and Heating and Lennox Heating and Cooling), vacant buildings, and a mobile home park.

*East:* Zoning – County R-1 Residential. Land uses – single-household residential, mobile homes, and the Break Forth Bible Church.

*South:* Zoning – Residential A. Land uses – single-household residential.

*West:* Zoning – General Commercial and Highway Commercial. Land uses – non-profit (Developmental Educational Assistance Program) and commercial business (Sandhills Sewing and Vacuum).



**G. Size**

The property is approximately 9.95 acres / 433,422 square feet.

**H. General Land Use Characteristics**

The general land use characteristics of the area can be described as auto-oriented commercial and residential.

**Evaluation of Zone Change Criteria**

The following is an evaluation of the zone change request under the criteria outlined in 76-2-304, M.C.A. and in section 24-96(c) of Miles City’s Zoning Regulations. In considering the criteria the analysis must show that the zone change accomplishes criteria 1-4. Criteria 5-12 must be considered. A favorable decision on the proposed application must find that the application meets all of criteria 1-4 and that the positive outcomes of the amendment outweigh negative outcomes for criteria 5-12.

**1. Is the proposed zone change in accordance with the Miles City Growth Policy?**

Yes. The future land use map in Miles City’s growth policy identifies future land uses for properties outside of Miles City limits only. As the property in question is within Miles City limits, it does not have a designation on the future land use map. However, Miles City’s Growth

Policy states, “Miles City also intends to ensure that new development is compatible with existing development by adopting zoning that generally extends the existing pattern of development (i.e., more residential near existing residential areas and more commercial near existing commercial areas).” The property is currently developed as commercial and is bordered by commercial land uses to the north and west. Furthermore, existing development patterns along Valley Drive East between Leighton Blvd. and the Baker Highway (US 12) are primarily auto-oriented commercial. While adjacent zoning is a mix of General Commercial, Highway Commercial, Residential, and County C-1 Commercial, the surrounding development patterns are compatible with the Highway Commercial district’s permitted uses and regulations. As a result a change from General Commercial to Highway Commercial will not result in incompatible development patterns in the area.

Additionally, the proposed zone change advances multiple objectives of the growth policy:

Economy objective 2.2: *Encourage infill development on vacant lots and in vacant buildings.* The proposed zone change would facilitate the use of an existing vacant storefront within City limits.

Land use objective 3.1: *Protect private property rights and respect property owners’ wishes to enjoy and gain economic return from their properties and investments while ensuring that other public and private interests are not unreasonably compromised or impacted by land uses and development projects.* The proposed zone change would allow the property owners to gain economic return from their investments. If the zone change is approved, Miles City zoning regulations and permit processes would help to ensure that other public and private interests are not unreasonably compromised or impacted by future development or land uses.

Based on this information, the proposed zone map change generally complies with Miles City’s Growth Policy.

**2. Is the proposed zone change designed to secure safety from fire and other dangers?**

Yes. The property is served by Miles City Fire and Rescue and Miles City Police Department. The property has multiple access points including Valley Drive East (a principal arterial), North Strevell Avenue, Otter Street, Plaza Boulevard, North Stacy Avenue, and North Earling Avenue, all which can provide emergency vehicle access. The proposed zone change from General Commercial to Highway Commercial is not likely to adversely impact safety from fire and other dangers.

**3. Is the proposed zone change designed to promote public health, public safety, and the general welfare?**

Yes. The health, safety, and general welfare of the public will be upheld through Miles City regulations and specifically through the Highway Commercial district regulations, which specify permitted and conditional uses as well as regulations for setbacks, building height, and lot coverage. Based on this information public health, safety, and general welfare will be promoted in the event of the proposed zone change is approved.

**4. Is the proposed zone change designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements?**

Yes. The subject property is served by Miles City water and sewer. Adequate access to the property is provided from Valley Drive East (a principal arterial), North Strevell Avenue, Otter Street, Plaza Boulevard, North Stacy Avenue, and North Earling Avenue. School facilities and bus services are available to the property if necessary. However, it is unlikely that the zone change would impact Miles City schools as residential uses are not permitted in the Highway Commercial district. No parks are immediately adjacent to the property. Based on the allowed uses in the Highway Commercial district, the proposed zone change is not likely to place additional demand on Miles City's parks. Mail delivery and utilities are available to the property.

Based on the above information, the proposed zone change will facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other facilities.

**5. Does the proposed zone change provide reasonable provision of adequate light and air?**

Yes. The property is currently developed with the Omni Center, which is one-story and approximately 21,000 square feet. North of the Omni Center, on the subject property, is a large parking lot. The property is bordered to the north by one-story and two-story commercial buildings, two vacant buildings, and a mobile home park; to the east by single-household residences, mobile homes, and a church; to the south by single-household residences; and to the west by two one-story buildings which respectively house a non-profit and a commercial business. Given this information there is currently adequate light and air on the property. Furthermore, Miles City's zoning regulations and building codes are intended to provide for adequate light and air, which will apply to any future development or use of the property. Based on this information the proposed zone change provides reasonable provision of adequate light and air.

**6. How would the proposed zone change effect motorized and non-motorized transportation systems?**

The proposed zone change is not likely to have a significant impact on motorized or non-motorized transportation. The primary differences, in terms of permitted uses, between the Highway Commercial and General Commercial districts is that the General Commercial district allows residential uses (which are not permitted in the Highway Commercial district) and the Highway Commercial district allows commercial uses up to 30,000 square feet whereas the General Commercial district allows commercial uses up to 15,000 square feet – see Appendix A for a list of permitted and conditional uses in the General Commercial and Highway Commercial districts. As a result, there is potential for future redevelopment to include a larger commercial space that would generate a higher number of vehicles trips. However, it is not anticipated that the potential level of increased traffic would be significant enough to negatively impact traffic flows or traffic safety on Valley Drive East or other nearby streets.

In terms of non-motorized transportation, Valley Drive East is not heavily traveled by pedestrians or bicyclists as there are no sidewalks or bike facilities. Other nearby residential

streets do see more pedestrians and bicyclists as they have sidewalks and are low speed, low volume local streets conducive to safe bicycle travel. However, the site's primary access for vehicles is off Valley Drive East, whereas there are numerous safe access points for pedestrians and cyclists on local streets.

In the end the proposed zone change will not likely change the overall development pattern of the site given that the allowed uses and standards in the Highway Commercial district are similar to what exists on the subject property currently. As a result the proposed zone change will have little, if any, impact on the motorized or non-motorized transportation systems.

**7. Does the proposed zone change promote compatible urban growth?**

Yes. Development patterns along Valley Drive East between Leighton Blvd and the Baker Highway (US 12) are predominantly auto-oriented commercial uses, which are in-line with the Highway Commercial district. Furthermore, the subject property has established commercial auto-oriented development, including a roughly 21,000 square foot building with a large parking lot, which is compatible with adjacent growth patterns along Valley Drive East. As a result, the proposed zone change will promote compatible urban growth by further encouraging development patterns which currently exist along Valley Drive East.

**8. Does the proposed zone change consider the character of the district, and its peculiar suitability for particular uses?**

Yes. The Highway Commercial zoning designation is intended to provide for commercial oriented uses around highways and arterials that rely on convenient automobile access. Valley Drive East between Leighton Blvd and the Baker Highway (US 12) is classified as a principal arterial and primarily serves auto-oriented commercial and industrial uses. While this portion of Valley Drive East contains both Highway Commercial and General Commercial zoning designations, overall the development pattern along Valley Drive East between Leighton Blvd and the Baker Highway is compatible with the character of the Highway Commercial district and is generally suitable for allowed uses in the district. Additionally, while residential areas exist to the north, south and east of the subject property, the property is well suited for use allowed in the Highway Commercial district as it has established commercial auto-oriented development, including a roughly 21,000 square foot building with a large parking lot.

**9. Would the proposed zone change conserve the value of buildings and encourage the most appropriate use of the land?**

Yes. The proposed zone change would modify what land uses are considered permitted and conditional on the property. Residential uses would no longer be allowed and larger commercial uses would be permitted, with the potential for medical marijuana dispensaries and wholesale operations as conditional uses. As the property is adjacent to a principal arterial and has an established auto-oriented development pattern, it is better suited for commercial uses permitted in the Highway Commercial district than residential uses which are permitted in the General Commercial district. Based on this information the proposed zone change may conserve the value of buildings and encourage the most appropriate use of the land.



**10. Would the proposed zone change be considered illegal spot zoning?**

The following is an evaluation of the Little Factors for Spot Zoning based on legal precedent established in *Little v. Board of County Com'rs*, 193 Mont. 334 (1981) and other judicial decisions.

In the Little case, the Court noted that for a zone change to be considered illegal spot zoning usually all three of the below factors are present.

*1. Is the proposed land use significantly different from the prevailing use in the area?*

No. While residential areas border the property, the property is oriented towards Valley Drive East which is characterized by auto-oriented commercial development. Additionally, the subject property borders and existing Highway Commercial designation to the west. As a result, the land uses permitted in the Highway Commercial district would not be significantly different from the prevailing uses in the area.

*2. Is the area rather small from the perspective of the number of separate landowners benefited from the proposed change?*

Yes. A zone change requested by one landowner is small from the perspective of the number of separate landowners benefited from the proposed change.

*3. Would the change be special legislation designed to benefit only one or a few landowners at the expense of the surrounding landowners or the general public?*

No. The proposed zone change is being requested by one landowner to provide the opportunity to apply for a conditional use permit to operate a medical marijuana dispensary. In this sense, the proposed zone change could be viewed as special legislation designed to benefit one landowner. However, it is not at the expense of surrounding landowners as the potential development patterns and uses allowed in the Highway Commercial district would not be dissimilar to what exists on the site currently.

**11. Does the proposed zone change correct an inconsistency in the zoning?**

No. The zone change does not correct an inconsistency in the zoning.

**12. Does the proposed zone change address changing conditions or further a specific public challenge?**

No. The proposed zone change does not address changing conditions or further a specific public challenge.

**Appendix A**

Table of Permitted and Conditional Uses in the General Commercial and Highway Commercial districts

General Commercial	Highway Commercial
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Permitted Uses	Conditional Uses	Permitted Uses	Conditional Uses
General commercial uses up to 15,000 square feet	General commercial uses in excess of 15,000 square feet	Highway oriented commercial uses up to 30,000 square feet	Highway oriented commercial uses in excess of 30,000 square feet
Continued use of residences	Wireless communication facilities	Accessory uses associated with primary use	Wholesale
Multifamily dwellings		Schools	Wireless communication facilities
Accessory uses associated with primary use		Public parks, buildings, and playgrounds	Day care centers
Bars and taverns		Religious institutions	Medical marijuana providers
Schools and other educational facilities		Animal rescue shelters	
Public parks, buildings, and playgrounds		Recreational vehicle parks	
Religious institutions		Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).	
Day care centers		Minor utility installations	
Home occupations			
Accommodations serving up to ten guest rooms			
Animal rescue shelters			
Neighborhood lodges and places of assembly			
Recreational vehicle parks			
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-			

General Commercial		Highway Commercial	
Permitted Uses	Conditional Uses	Permitted Uses	Conditional Uses
70(c).			
Minor utility installations			

**CITY OF MILES CITY  
Zoning Commission**

Box 910  
Miles City, MT 59301

September 26, 2018

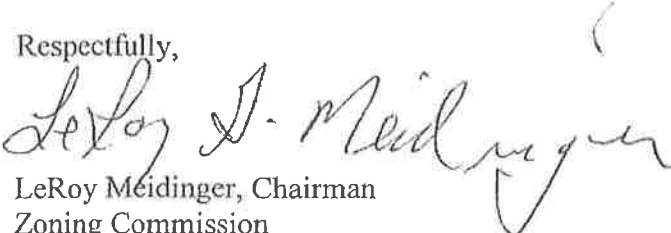
Mayor Hollowell and City Council Members,

**RE:** Proposed re-zone for the property located at 2300 Plaza Boulevard, Miles City. The legal description of the property is, Tract No. 2, less Tract D & 160' x 180" of the Dyba Addition. The owner of said property is the Omni Corporation – Tom Falconer.

The Miles City Zoning Commission conducted a public hearing on September 25, 2018 to consider a zone map amendment for the above described property from a General Commercial zone to a Highway Commercial zone.

After reviewing the proposal and comments from the public hearing, the Zoning Commission recommends *to approve* the re-zone of the property.

Respectfully,



LeRoy Méidinger, Chairman  
Zoning Commission