



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*November 13, 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 | 10/23/2018 |
| B. Human Resource Committee Meeting | 10/18/2018 |
| C. Finance Committee Meeting | 11/01/2018 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

Dawn Leidholt- Urban Renewal District Board of Commissioners
Brad Davis- Confirmed Firefighter
Ian DeMoney- Confirmed Firefighter

5. PROCLAMATIONS

November 24, 2018 as "Small Business Saturday"

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

Send \$ 48,121.28 to collections for Ambulance

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

- A. **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**
- B. **ORDINANCE NO. 1328- 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**
- C. **ORDINANCE NO. 1329- 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

13. UNFINISHED BUSINESS

- A. **ORDINANCE NO. 1327- (Second 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**
- B. **ORDINANCE NO. 1328- (Second 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**
- C. **ORDINANCE NO. 1329- (Second 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**
- D. **RESOLUTION NO. 4207- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-B Union**
- E. **RESOLUTION NO. 4208- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 600 Union**
- F. **RESOLUTION NO. 4209- 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. 4213- A Resolution Approving a MMIA sworn statement in Proof of Loss Related to Claim for Damage to Fire-Hall**
- B. **RESOLUTION NO. 4214- A Resolution Approving a Task Order Between the City and Kadrmas, Lee & Jackson, Inc., For Services Related to the Miles City Master Stormwater Plan**
- C. **Discussion on Workshop Meeting With Army Corps**
- D. **Approval of October 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 **October 23, 2018** **6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, October 23, 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, Kathy Wilcox and Susanne Galbraith. Councilperson Jeff Erlenbusch arrived at 6:05 p.m.

Also present were City Attorney Dan Rice, Police Chief Doug Colombik, Fire Captain Tanner Harbaugh, Public Utilities Director Tom Speelmon, Deputy Clerk/HR Officer Linda Wilkins, Dispatch Supervisor Lyne Anderson and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 10/9/2018

** *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of October 9, 2018, subject to any corrections, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 8-0.*

Finance Committee Minutes: 10/04/2018

** *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of October 4, 2018, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 8-0.*

SCHEDULE MEETINGS

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

- Finance Committee: Thursday, November 1st @6:00 p.m.
- Public Service: Monday, October 29th @ 5:30 p.m.
- Human Resource: Thursday, December 6th @ 5:30 p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Doug Colombik- Reported that Officer Fetty and the K-9 dog will be heading home this weekend. The K-9 fund received \$8,000 from three banks in town which include First Interstate, Stockman and US bank. Dr. Jeff Williams will be donating \$1,000.

Tom Speelmon- The repairs on the South Gate water tower is complete, and the Darling project should be open to traffic on November 13th.

Lyn Anderson- A Nixel message will be sent out later tonight to notify the public that traffic will be diverted because Interstate 94 at interchange 135 through 141 will be closed. She has submitted a grant request for a new CAD system and digital recorder system for the amount of \$316,000 with no City match.

Tanner Harbaugh- Introduced Austin Rychner and Elliot Grayson as full time firefighters/EMT and Mindy Held and Janet Loomis as part paid firefighters/EMTs.

CITY COUNCIL COMMENTS

None

MAYOR COMMENTS

Mayor Hollowell read a thank you letter from the CROP Hunger Walk Committee. It thanked the Miles City Fire Department staff for the water stops provided at the event.

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

A. **RESOLUTION NO. 4206- A Resolution Approving an Amendment to Agreement for Professional Services With Kadrmas, Lee & Jackson, Inc., for Professional Services at Frank Wiley Field**

** *Councilperson Gardner moved to approve the Resolution, read by title only and seconded by Councilperson Galbraith. On roll call vote, the motion passed 8-0. Resolution No. 4206 passed.*

B. **RESOLUTION NO. 4207- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-B Union**

** *Councilperson Galbraith moved to refer B, C and D to the Finance Committee for further review, seconded by Councilperson Uden. On roll call vote, the motion passed 8-0. Resolution No. 4207, 4208 and 4209 were referred to Finance.*

C. **RESOLUTION NO. 4208- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 600 Union**

D. **RESOLUTION NO. 4209- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-A Union**

E. **RESOLUTION NO. 4210- A Resolution Approving a MMIA Sworn Statement in Proof of Loss Related to Claim For Damage to Fire-Hall**

** *Councilperson Uden moved to approve the Resolution, read by title only and seconded by Councilperson Kassner. On roll call vote, the motion passed 8-0. Resolution No. 4210 passed.*

ADJOURNMENT

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

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

John Hollowell, Mayor

Lorrie Pearce, City Clerk

**Human Resources Committee
October 18, 2018**

The **Human Resources Committee** met Thursday, October 18, 2018, at 5:30 p.m. in the Conference Room at City Hall. Present were Committee Members Kathy Wilcox, Susanne Galbraith, and Jeff Erlenbusch. Excused was John Uden. Also present were Public Works Director Scott Gray, Accounting/Payroll Clerk Ally Capps, Public Utilities Director Tom Speelmon, Mayor John Hollowell, City Judge Kenneth Stein, City Court Clerk Gail Krezelak, Deputy City Court Clerk Nicole Richardson and Deputy City Clerk/HR Officer /Committee Recorder Linda Wilkins. Also present was Custer County Justice of the Peace Don Neese.

Committee Chairperson Kathy Wilcox called the meeting to order.

1. Request of Citizens

None

2. Committee Member Comments

None

3. Discussion of Deputy City Court Clerk Position Hours Budget Cut

- Judge Stein: Presented to the Committee a package including a comparison of cash receipts vs cash disbursements of the City Court and a list of job duties of the clerks of the court. He pointed out to the committee that the court's revenues have been adequate to cover the court's expenses. He stated revenues should not be a determining factor in the day to day functions of City Court. With the current workload of the Court he finds it necessary to have two Court Clerks, plus it makes for good collections of court fines.
- Judge Neese: There is a high learning curve for a new judge. He commented it would be bad timing to cut staff for the City Court; it would have an adverse effect on the day to day operations of the Court.
- Committee Member Galbraith: When reviewing the claims this month, she noticed that usage of You Tube and Facebook was 50.12 GB of data. She phoned MidRivers to ask them how much time this would equate to from the information given her she calculated the data used would equal approximately 92.81 hours a month on social media. This is of concern.
- Judge Neese: The county court staff uses social media to perform the duties of their office.
- City Court Clerk Krezelak: She stated that they do use social media for similar purposes and have used You Tube to listen to music.
- Judge Neese: There was discussion in his office regarding using the computer to listen to music and he asked his staff to not use computers in this manner.
- Committee Member Erlenbusch: When he was a member of the Police Department tickets were down and he thought there was a cycle in the amount of tickets written by the Police. He stated that the City can't afford not having sufficient staff in City Court. He thought the City should be proactive and not reactive. He is for maintaining the current staffing in City Court.
- Committee Member Uden: He thought that cutting staff would have an adverse effect. It affects not only the Court, but the Police Department. The new Judge is facing one of the worst financial years there has been, but he is not in favor of cutting staff.

***Committee Member Uden moved that this issue be revisited by the Finance Committee at its earliest convenience, seconded by Committee Member Erlenbusch. On roll call vote the motion passed 4-0.*

4. Review and Approve: Planner I Position Description, with revisions as needed

***Committee Member Uden moved to table the Planner I Position Description until a decision has been made by the Mayor on the current internal application for the position, seconded by Committee Member Erlenbusch. On roll call vote the motion passed 4-0.*

5. Discussion: Civil Engineer Position Description

- Director Gray: Should the City decide to pursue hiring an Engineer, it would result in significant savings in the cost of hiring an outside engineer.
- Director Speelmon: A contracted professional engineer currently costs the City \$170 to \$210 per hour, a surveyor is \$85 to \$125 per hour. There are projects the City would contract with an engineer that could be done by an in house engineer. The savings would be significant even if the City were to pay an in-house engineer a substantial wage.
- Mayor Hollowell: He has concerns over the liability this would put on the City and there are many types of engineers.
- Director Gray: He commented that a Civil Engineer with a stamp would be able to tackle 5 to 6 blocks of infrastructure at a time. The in-house engineer could work on smaller projects. This would lead to slowly taking bits out of the City's infrastructure problems. He thought the current insurance coverage for errors and omissions would probably cover the liability issue. He agrees there needs to be more research on the possibility of hiring an in-house engineer.
- Mayor Hollowell: He wants to make sure the City will get what it needs.
- Chairperson Wilcox: She asked Officer Wilkins to work on formatting the position description and then present to Mayor Hollowell, Director Gray and Director Speelmon for review.

6. Discussion: Wage Scale Development

- Officer Wilkins: Presented to the Committee the wage matrix that had been developed for Local 283A.
- Chairperson Wilcox: Asked Officer Wilkins to develop a similar matrix for the administrative staff of the city.

7. Next Meeting: To be determined

The next HR meeting was tentatively scheduled for Thursday, December 6 at 5:30 p.m.

8. Adjournment

***Committee Member Uden moved to adjourn, seconded by Committee Member Erlenbusch. The motion passed unanimously 4-0.*

The meeting was adjourned at 6:55 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Finance Committee Meeting

November 1, 2018

The Finance Committee met Thursday, November 1, 2018 at 6:00 p.m. in the City Hall Conference room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rick Huber, and Dwayne Andrews. Committee Member Kathy Wilcox was excused.

Also present were: Flood Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, Fire Chief Branden Stevens, Judge Ken Stein, Mayor John Hollowell, TIFD/HP Officer Louise de Montigny, Deputy Clerk/HR Officer Linda Wilkins, various union representatives and City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

1. Request of Citizens:

None

2. Discussion and recommendation on sending \$ 48,121.28 for Ambulance to collections

*** Committee Member Andrews moved to recommend to Council sending \$48,121.28 to collections, seconded by Committee Member Huber. On roll call vote the motion passed, 3-0*

3. Discussion on additional cuts to General Fund appropriations

Chairperson Galbraith explained that General Fund will be approximately \$300,000 short at the end of the year. It seems every year the expenditures increase and revenue decreases. She explained some of the cuts in the revenue for fiscal year 18/19.

There was a discussion on asking all employees to cut their wages by 3 percent, which would save the City \$76,000. Asking employees to not work 1 hour a week, which would cost the employees in General Fund approximately \$600 a month. Also, there was a discussion on the cost of the flood project to General Fund. In the end, it may come down to layoffs. Nash explained that Union 283-A's proposal was very minimal to the cost of the General Fund. Officer Wilkins explained that the salary survey cost to General Fund was \$1.3M. For fiscal year 18 alone, there was a \$300,000 increase to General Fund. There was a discussion on forming an Ad Hoc Committee. Deputy Clerk/HR Officer Wilkins, Children's Librarian Nash, Judge Stein, Fire Chief Stevens, Court Clerk Krezelak and City Clerk Pearce volunteered to be on the committee. Others interested can notify the City Clerk.

4. Discussion on borrowing \$175,000 from Intercap for flood loan (Expires November 2, 2018)

Administrator Malenovsky did not receive any information from the Army Corp as to when it will need more money. After a short discussion it was decided to call Intercap and ask for another extension.

5. **Discussion and recommendation on Resolution No. 4207- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-B Union**

*** Committee Member Galbraith moved to recommend to Council sending Resolution No. 4207, 4208 and 4209 back to the Mayor to discuss cuts, seconded by Committee Member Andrews. The motion passed 3-0*

6. **Discussion and recommendation on Resolution No. 4208- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 600 Union**

7. **Discussion and recommendation on Resolution No. 4209- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-A Union**

8. **Discussion and recommendation on Resolution No. 4212- A Resolution Approving an Amendment to Group Flexible Purchase Payment Deferred Fix Annuity Contract, and Guaranteed Minimum Interest Rate Change Options Form**

Officer Wilkins explained that Nationwide is changing the way it guarantees the minimum interest rate. She talked to Nationwide representative Jared Williams and he explained that the majority of Miles City employees are not invested in fixed assets, so option number 1 would be the best option for the City

*** Committee Member Andrews moved to table the Resolution until Officer Wilkins talks to the Nationwide representative, seconded by Committee Member Huber. The motion passed unanimously, 3-0*

9. **Discussion and recommendation on Resolution No. 4213- A Resolution Approving a MMIA Sworn Statement in Proof of Loss Related to Claim for Damage to Fire-Hall**

*** Committee Member Galbraith moved to recommend to Council to approve the Resolution, seconded by Committee Member Andrews. After a brief discussion, and on roll call vote, the motion passed 3-0*

10. **Adjournment**

*** Committee Member Andrews moved to adjourn the meeting, seconded by Committee Member Galbraith and passed unanimously, 3-0.*

The meeting was adjourned at 6:45 p.m.

Susanne Galbraith, Chairperson

Lorrie Pearce Recorder/City Clerk



Miles City Fire Rescue

CITY OF MILES CITY

www.milescityfirerescue.com



2800 Main Street
Miles City, MT 59301

Telephone (406) 234-2235
Fax (406) 874-8666

October 29, 2018

Mr. John Hollowell, Mayor
The City of Miles City
17 South 8th Street
Miles City, MT 59301

Mr. Mayor,

I would like to request that Probationary Firefighter Brad Davis be appointed as a Confirmed Firefighter effective November 1, 2018. Brad has successfully completed all training requirements of the probationary period and training program.

Thank you for your consideration on this matter.

Sincerely,

Fire Chief

Branden Stevens



Miles City Fire Rescue

CITY OF MILES CITY

www.milescityfirerescue.com



2800 Main Street
Miles City, MT 59301

Telephone (406) 234-2235
Fax (406) 874-8666

October 29, 2018

Mr. John Hollowell, Mayor
The City of Miles City
17 South 8th Street
Miles City, MT 59301

Mr. Mayor,

I would like to request that Probationary Firefighter Ian DeMoney be appointed as a Confirmed Firefighter effective November 1, 2018. Ian has successfully completed all training requirements of the probationary period and training program.

Thank you for your consideration on this matter.

Sincerely,

Fire Chief

Branden Stevens

Proclamation

Whereas, the government of the City of Miles City, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2017; and

Whereas, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

Whereas, 90% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

Whereas, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

Whereas, 73% of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and

Whereas, the most reported reason for consumers aware of the day to shop and dine at small, independently-owned businesses was to support their community (64%); and

Whereas, the City of Miles City supports our local businesses that create jobs, boost our local economy and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, John Hollowell, Mayor of the City of Miles City do hereby proclaim, November 24, 2018, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Patient Collections Report

All Companies

MCFR COLLECTION ACCOUNTS H

Call Date Range - Oldest Call Date To Most Recent Call Date

Total Page : 125 of 125

Page : 125 of 125

Date : 10/17/2018

Time : 12:13:24

History ID : 22990997

and Totals:

total Patient Accounts on Report: 60
total Calls on This Report: 67
total Account Balances For This Report: \$50707.96

- 2586.68
\$ 48,121.28 Collections

25.
104.04+
D-1,051.81+
104.04
104.04+
104.04+
104.04+
CE - 814.61+
D - 71.02+
104.04+
2,586.68*+

Deceased = 1122.83
City Employee = 814.61 (Payment Arrangements made)
Public Assist = 624.24
Write-off = 25.00
\$ 2586.68



50,707.96+
2,586.68-
48,121.28*+

PUBLIC HEARINGS
&
UNFINISHED BUSINESS

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 9th day of October, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 13th 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.

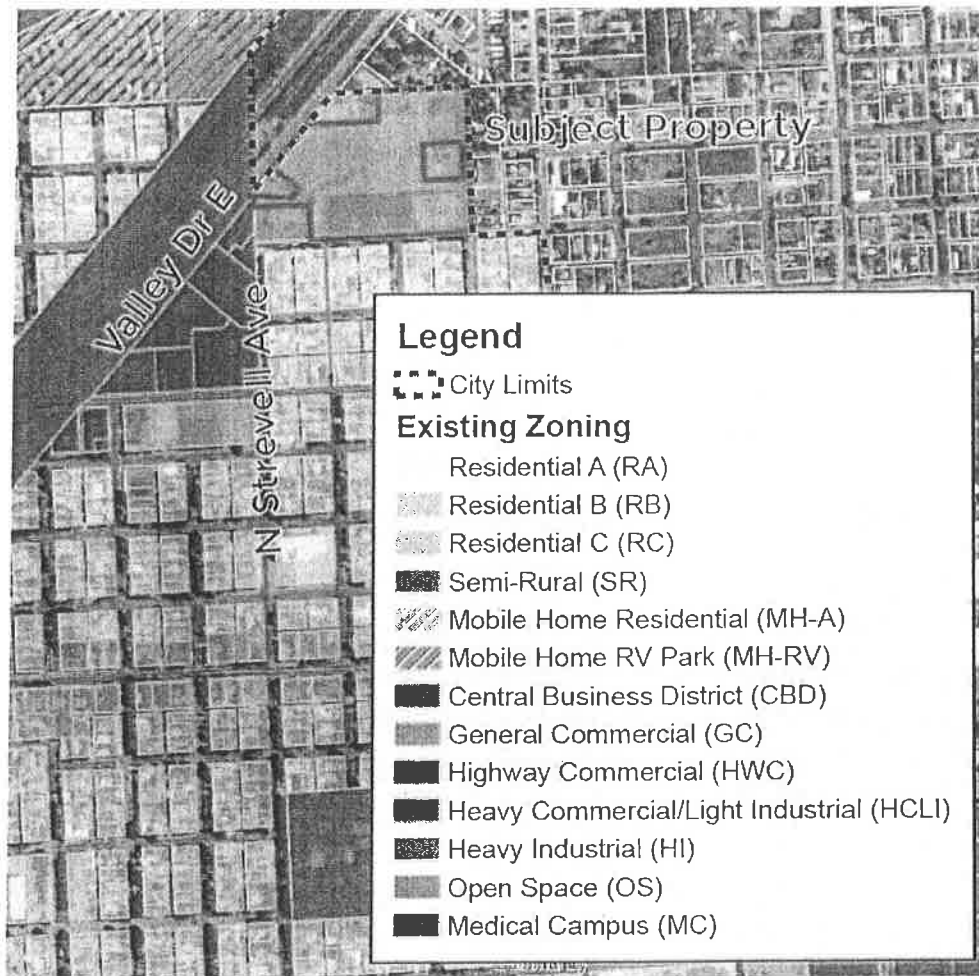
F. Adjacent Zoning and Land Uses

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

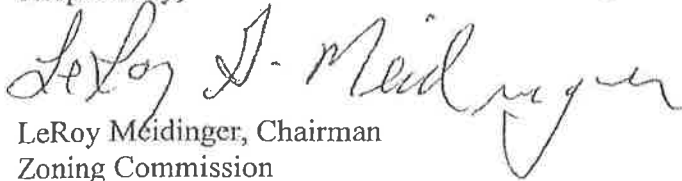
Mayor Hollowell and City Council Members,

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 Meidinger, Chairman
Zoning Commission

**Proposed Re-Zone
Omni Corp
2300 Plaza Blvd.**

Chris & Gloria Grenz
506 Mississippi Ave.
Miles City, MT 59301

Liberty Estell
900 Albert Dr.; Trlr. #6
Miles City, MT 59301

Break Forth Bible Church Inc.
PO Box 192
Glendive, MT 59330

Matthew Kercheval
702 N. Earling; Trlr. #13
Miles City, MT 59301

Robert & Joni Magnuson
2304 Valley Dr. E.
Miles City, MT 59301

Regan Plumbing & Heating
PO Box 1164
Miles City, MT 59301

GBP Properties LLC
216 Cooke Street
Glendive, MT 59330

Fossil Development Co. LLC
2200 Box Elder Street
Miles City, MT 59301

Lisa Blunt & Lori McRae
518 N. Strevell Ave.
Miles City, MT 59301

Leann Harrison
2212 Otter Street
Miles City, MT 59301

Lloyd & Gladys Comer
517 N. Stacy Ave.
Miles City, MT 59301

Shane Balsam
PO Box 970
Miles City, MT 59301

Randy Meade
515 N. Winchester
Miles City, MT 59301

Royce & Jolene Paxson
519 N. Winchester
Miles City, MT 59301

Kristofer & Angela Lohrke
520 N. Winchester
Miles City, MT 59301

Tom Boschee
19730 N. Wagner Rd.
Dodson, MT 59524

Harvey & Linda Wolff
515 N. Earling
Miles City, MT 59301

MC Habitat for Humanity
PO Box 1362
Miles City, MT 59301

Rockin SR LLC
PO Box 3486
Bozeman, MT 59772

Jerrold Dusatko
56 Cornhusker Rd.
Miles City, MT 59301

Stockton Oil Co.
PO Box 1756
Billings, MT 59103

Tom Falconer
OmniCorp
PO Box 879
Miles City, MT 59301

Ryan & Lorilee Becker
702 N. Sewell Ave.
Miles City, MT 59301

James Lee, LLC
508 W. Arnold Street
Bozeman, MT 59715

ORDINANCE NO. 1328

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.

WHEREAS, Misty Carey, on behalf of Lee James LLC, has made application for the property described as Lot F, Tract No. 2, 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:

Lot F, Tract No. 2, 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 9th day of October, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 13th 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
Misty Carey, Lee James, LLC
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 Misty Carey of Lee James, LLC for a zone map amendment from General Commercial to Highway Commercial on property northeast of the intersection of Valley Drive East and North Strevell Avenue and addressed as 2317 and 2319 Melrose Avenue, Miles City, MT 59301. Dave DeGrandpre, contract planner with Land Solutions, presented the staff report below (MCZC-2018-01), 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 one person 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 Zoning 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 Lee James, LLC 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

Misty Carey, on behalf of Lee James LLC, has requested an amendment to the City of Miles City Zoning Map to rezone one existing lot totaling approximately 0.29 acres / 12,458 square feet, from General

Commercial to Highway Commercial. The property is located northeast of the intersection of Valley Drive East and North Strevell Avenue and addressed as 2317 and 2319 Melrose Avenue, 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 operate a medical marijuana dispensary.

A. Applicant

Misty Carey, Lee James, LLC
508 West Arnold Street
Bozeman, MT 59715

B. Owner

Lee James, LLC
508 West Arnold Street
Bozeman, MT 59715

C. Location and Legal Description of Property

The property is located northeast of the intersection of Valley Drive East and North Strevell Avenue and addressed as 2317 and 2319 Melrose Avenue, Miles City, MT 59301 – see vicinity map below. The legal description of the property is Lot F, of Tract No. 2, 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 two vacant buildings. The existing zoning is General Commercial. The General Commercial zone 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.

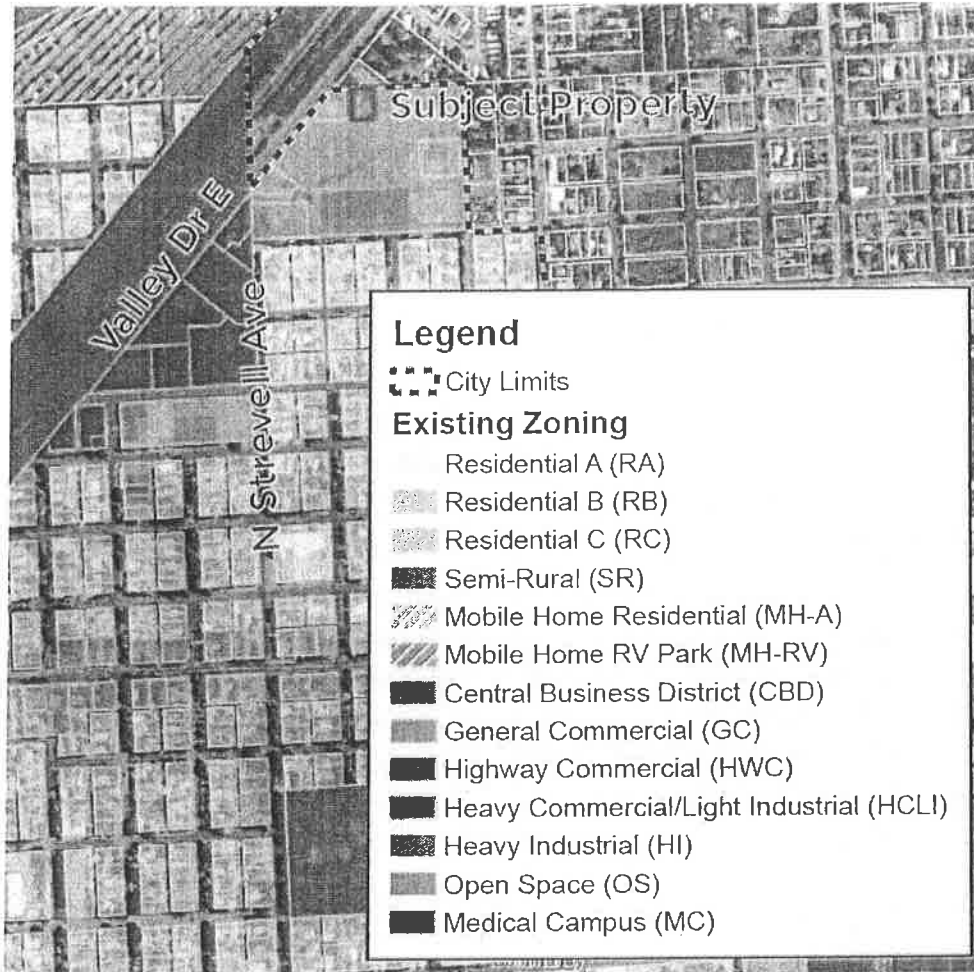
F. Adjacent Zoning and Land Uses

North: Zoning – County C-1 Commercial. Land Uses – Commercial business (Lennox Heating and Cooling).

East: Zoning – General Commercial. Land Uses – Vacant land.

South: Zoning – General Commercial. Land Uses – Parking lot of Omni Center.

West: Zoning – General Commercial. Land Uses – Commercial business (Regan Plumbing and Heating).



G. Size

The property is approximately 0.29 acres / 12,458 square feet

H. General Land Use Characteristics

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

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 surrounded by commercial land uses, with the existing pattern of development along Valley Drive East between Leighton Blvd. and the Baker Highway (US 12) being primarily auto-oriented commercial. While surrounding zoning is General Commercial 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 building 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 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 is accessible by Valley Drive East (a principal arterial) which provides 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 to the west. 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 two one-story vacant buildings. The property is bordered to the north by a two-story commercial building, to the east by vacant land, to the south by a large parking lot, and to the west by a one-story commercial building. 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. As the current buildings on the property are vacant, any future use will increase the number of vehicles going to and from the site, though it is unlikely that the level of increased traffic will have a detrimental impact on traffic flows or safety on Valley Drive East. In terms of non-motorized transportation, Valley Drive East is not heavily traveled by pedestrians or bicycles as there are currently no sidewalks or bike lanes and adjacent land uses are auto-oriented.

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. 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 uses in this area of the City. 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.

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, although a wider array of commercial uses would be permitted. 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. The property is surround by auto-oriented commercial uses. Because the area is predominately highway oriented commercial, the proposed land use 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	
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	

General Commercial		Highway Commercial	
Permitted Uses	Conditional Uses	Permitted Uses	Conditional Uses
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 24-70(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 2317 and 2319 Melrose Avenue, Miles City. The legal description of the property is Lot F, of Tract No. 2 of the Dyba Addition. The owner of said property is Lee James, LLC – Misty Carey.

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 Meidinger, Chairman
Zoning Commission

**Proposed Re-Zone
KannaKare
2317 & 2319 Melrose Ave.**

Lee James, LLC
c/o Misty Carey
508 W. Arnold
Bozeman, MT 59715

Robert & Joni Magnuson
2304 Valley Dr. E.
Miles City, MT 59301

Regan Plumbing & Heating
PO Box 1164
Miles City, MT 59301

Omni Corp.
PO Box 879
Miles City, MT 59301

Matthew Kercheval
702 N. Earling; Trl #13
Miles City, MT 59301

ORDINANCE NO. 1329

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.

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

Section 1. Section 21 shall be amended by replacing Sections 21-1 through 21-62 with the following Sections 21-1 through 21-62:

Sec. 21-1. Title of chapter.

This chapter will be known and may be cited as the "Miles City Subdivision Regulations", hereinafter referred to as "these regulations."

Sec. 21-2. Authority.

Authorization for these regulations is contained in the Montana Subdivision and Platting Act ("MSPA"), MCA Title 76, *Chapter 3*.

Sec. 21-3. Purposes.

The purposes of these regulations are to promote the public health, safety, and general welfare by regulating the subdivision of land; to prevent the overcrowding of land; to lessen congestion in the streets and highways; to provide for adequate light, air, water supply, sewage disposal, parks and recreation areas, ingress and egress, and other public requirements; to require development in harmony with the natural environment; to promote preservation of open space; to protect the rights of property owners; and to require uniform monumentation of land subdivisions and transferring interests in real property by reference to a plat or certificate of survey (*See MCA 76-3-102*).

These regulations are intended to comply with Part 5 of the MSPA and provide for the enforcement and administration of subdivision regulations reasonably providing for:

- The orderly development of the jurisdictional area;
- The coordination of roads within subdivided land with other roads, both existing and planned;
- The dedication of land for roadways and for public utility easements;

- The improvement of roads;
- The provision of proper physical and legal access, including obtaining necessary easements;
- The provision of adequate open spaces for travel, light, air, and recreation;
- The provision of adequate transportation, water, drainage, and regulation of sanitary facilities;
- The avoidance or minimizing of congestion;
- The avoidance of subdivisions which would involve unnecessary environmental degradation;
- The avoidance of subdivisions which would involve danger of injury to health, safety, or welfare by reason of natural hazard, including but not limited to fire and wildland fire, or the lack of water, drainage, access, transportation, or other public services that would necessitate an excessive expenditure of public funds for the supply of the services;
- The manner and form of making and filing of any plat for subdivided lands; and
- The administration of these regulations by defining the powers and duties of approving authorities, including procedures for the review and approval of all plats of subdivisions covered by these provisions.

Sec. 21-4. Jurisdiction.

These regulations govern the subdivision of land within the City of Miles City, including land proposed for subdivision outside the city limits officially proposed to be annexed into the city limits of Miles City.

Sec. 21-5. Definitions.

Whenever the following words or phrases appear in these regulations, they shall have the meaning assigned to them by this section. When not inconsistent with the context, words used in the present tense include the future; the singular, unless otherwise specifically defined in a particular section, includes the plural, and the plural the singular; the word "shall" is always mandatory, and the word "may" indicates use of discretion in making decisions.

Access (legal and physical):

- (1) *Legal access* means that each lot in a subdivision either abuts a public (city, county, state, or federal) street or road, or that the subdivider has obtained adequate and appropriate easements across all necessary properties, from a public road to each lot in the subdivision, whether or not a road has been constructed on that property, and has or is proposed to dedicate the easement for public use or for private use specific to the proposed subdivision.
- (2) *Physical access* means that a street or road conforming to the subdivision design standards provides vehicular access to each lot in the subdivision, either from a public

street or road, from a street or road constructed to local standards in the obtained easements which are dedicated to public use, or from a private road improved to local standards which has been dedicated to public use.

Adjoining landowner (adjacent property owner) means the owner of record of a parcel of land that is contiguous, at any point, or land that is separated from the parcel by a road or directly across watercourse or deeded right-of-way.

Agriculture means the direct use of land for grazing and cropping to produce food, feed, and fiber commodities. This includes crop cultivation and tillage of the soil; grazing for milk, egg, meat, and breeding animal production; and animal feed production. It does not include farm animal confinement facilities or structures associated with farming and ranching.

Agricultural water user facilities means those facilities which provide water for agricultural land or the production of agricultural crops or animals including, but not limited to, canals, ditches, pipes, water-control devices, springs, dams and dugouts with associated collection areas, and water-spreading systems.

ARM means the Administrative Rules of Montana. (*See the ARM*)

Block means a group of lots, tracts or parcels within well-defined and fixed boundaries.

Certificate of survey means a drawing of a field survey prepared by a registered surveyor for the purpose of disclosing facts pertaining to boundary locations. (*MCA 76-3-103(1)*).

Cluster development means a subdivision with lots clustered in a group of five or more lots that is designed to concentrate building sites on smaller lots in order to reduce capital and maintenance costs for infrastructure through the use of concentrated public services and utilities, while allowing other lands to remain undeveloped. (*MCA 76-3-103(2)*). *Comprehensive plan: See Growth Policy.*

Commencement of a phase means submitting a final plat application for that phase.

Condominium means the ownership of single units with common elements located on property submitted to the provisions of the Montana Unit Ownership Act, MCA Title 70, Chapter 23. The term does not include a townhome or townhouse. (*MCA 70-23-102(6)*)

Covenant (restrictive covenant) means a limitation contained in a deed or other document that restricts or regulates the use of the real property.

Dedication means the deliberate appropriation of land by an owner for any general and public use, reserving to the landowner no rights that are incompatible with the full

exercise and enjoyment of the public use to which the property has been devoted. (MCA 76-3-103(3)).

DEQ means the Montana Department of Environmental Quality.

Division of land means the segregation of one or more parcels of land from a larger tract held in single or undivided ownership by transferring or contracting to transfer title to a portion of the tract or properly filing a certificate of survey or subdivision plat establishing the identity of the segregated parcels pursuant to the MSPA. The conveyance of a tract of record or an entire parcel of land that was created by a previous division of land is not a division of land. (MCA 76-3-103(4)).

Dwelling unit means any structure or portion thereof providing complete, independent and permanent living facilities for one household.

Easement means authorization by a property owner for another to use, or restriction on the right of the owner to use, all or a portion of the owner's property for a specified purpose.

Engineer (professional engineer) means a person licensed in conformance with the Montana Engineers' and Land Surveyors' Act (MCA Title 37, Chapter 67) to practice engineering in the State of Montana.

First Minor Subdivision means a proposed minor subdivision from a tract of record that has not been subdivided or created by a subdivision under the MSPA, or has not resulted from a tract of record that has had more than five parcels created from that tract of record under MCA 76-3-201 or 76-3-207 since July 1, 1973. (MCA 76-3-609).

Flood means the water of any watercourse or drainway that is above the bank or outside the channel and banks of the watercourse or drainway (MCA 76-5-103(8)) *Flood of 100-year frequency* means a flood magnitude expected to recur on the average of once every 100 years or a flood magnitude that has a 1% chance of occurring in any given year. (MCA 76-5-103(9)).

Floodplain means the area adjoining the watercourse or drainway that would be covered by the floodwater of a flood of 100-year frequency, except for sheetflood areas that receive less than 1 foot of water per occurrence and are considered "zone B" or a "shaded X zone" by the Federal Emergency Management Agency. (MCA 76-5-103(10)).

Floodway means the channel of a watercourse or drainway and those portions of the floodplain adjoining the channel that are reasonably required to carry and discharge the floodwater of any watercourse or drainway. (MCA 76-5-103(11)).

Governing body means the governing authority of a county, city, or town organized pursuant to law. (MCA 76-3-103(7)). In the jurisdictional area of the City of Miles City, the governing body is the City Council.

Growth policy means a comprehensive development plan, master plan, or comprehensive plan that was adopted pursuant to MCA Title 76, Chapter 1 before October 1, 1999, or a policy that was adopted pursuant to MCA Title 76, Chapter 1 on or after October 1, 1999. (MCA 76-1-103(4))

Improvement agreement means a contractual agreement that may be required by the governing body to ensure the construction of such improvements as required by local subdivision regulations. The improvement agreement may require collateral to secure the construction of such improvements, such as the deposit of certified funds, irrevocable letters of credit, performance or property bonds, private or public escrow agreements, or similar financial guarantees.

Landowner means all individuals, groups, or parties with a title interest in the property. For purposes of MCA 76-3-207, when a parcel of land for which an exemption from subdivision review is claimed is being conveyed under a contract-for-deed, the terms "property owner," "landowner," and "owner" mean the seller of the parcel under the contract-for-deed (24.183.1104 ARM). For all other purposes of these regulations, the terms "property owner," "landowner," and "owner" mean both the seller and the purchaser under a contract for deed.

Local services means any and all services and facilities that local government entities are authorized to provide.

Lot means a parcel, plot, or other land area created by subdivision for sale, rent, or lease.

Lot measurement:

- (1) *Lot depth* means the horizontal distance between the front and the rear lot lines.
- (2) *Lot width* means the average width of the lot.
- (3) *Lot frontage* means the length of the front lot line.
- (4) *Lot area* means the area of a lot determined exclusive of street, highway, alley, road, or other rights-of-way or access easements.

Lot types:

- (1) *Corner lot* means a lot located at the intersection of two streets.
- (2) *Interior lot* means a lot other than a corner lot.
- (3) *Through lot or double-frontage lot* means a lot whose front and rear lines both abut streets (except alleys).

(4) *Flag lot* means a lot of irregular shape, the bulk of which is normally situated to the rear of other lots, having as its frontage and access a drive connecting it to a street.

Major subdivision means a subdivision that creates six or more lots.

Material (as in a material change or amendment to an application or plat) means a change or amendment that is significant, that substantially alters the proposal, has an impact on any of the primary review criteria (MCA 76-3-608(3)(a)), brings the proposal out of conformance with the growth policy, zoning or subdivision regulations, or impacts the public's opportunity to provide meaningful comment.

Minor subdivision means a subdivision that creates five or fewer lots.

Mobile (manufactured) home means a detached residential dwelling unit, which may consist of two or more sections, fabricated at a factory and designed to be towed on its own chassis to a building site for occupation as a dwelling with or without a permanent foundation. The term includes, but is not limited to, "trailer homes," "house trailers," and "manufactured homes" whether or not the unit has been constructed after July 1, 1976, in conformance with Federal Manufactured Home Construction and Safety Standards. The term does not include "modular" or "factory-built buildings" that are fabricated at a factory in accordance with the Uniform Building Code Standards applicable to site-built homes, and are transported to the site for final assembly on a permanent foundation.

Mobile (manufactured) home space means a designated portion of a parcel of land designed for the accommodation of one mobile home and its accessory buildings or structures for the exclusive use of the occupants.

Mobile (manufactured) home park means a tract of land that provides or will provide spaces for two or more mobile homes.

Mobile (manufactured) home pad means that area of a mobile home space which has been prepared for the placement of a mobile home.

Montana Department of Environmental Quality Minimum Standards means minimum standards promulgated by the Montana Department of Environmental Quality, pursuant to MCA Title 76, Chapter 4, Part 1.

Monument (permanent monument) means any structure of masonry, metal, or other permanent, durable material placed in the ground, which is exclusively identifiable as a monument to a survey point, expressly placed for surveying reference. (ARM 24.183.1101(1)(a)).

MSPA means Montana Subdivision and Platting Act, MCA Title 76, Chapter Three.

Natural environment means the physical conditions that exist within a given area, including land, air, water, mineral, flora, fauna, sights, sound, and smells and objects of historic, aesthetic, or community significance.

Open space means land or water areas retained for use as active or passive recreation areas or for resource protection in an essentially undeveloped state.

Phased Development is a subdivision application and preliminary plat that, at the time of submission, consists of independently platted development phases that are reviewed on a schedule proposed by the subdivider.

Planned unit development (PUD) means a land development project consisting of residential clusters, industrial parks, shopping centers, or office building parks that compose a planned mixture of land uses built in a prearranged relationship to each other and having open space and community facilities in common ownership or use. (MCA 76-3-103(10)).

Planning board means a planning board formed pursuant to MCA Title 76, Chapter 1. In the jurisdictional area of the City of Miles City, the planning board is the Miles City Planning Board.

Plat means a graphical representation of a subdivision showing the division of land into lots, parcels, blocks, streets, alleys, and other divisions and dedications. (MCA 76-3-103(11)).

The term “plat” includes the following types of plats, with definitions:

- (1) *Preliminary plat* means a neat and scaled drawing of a proposed subdivision showing the layout of streets, alleys, lots, blocks, and other elements of a subdivision that furnish a basis for review by a governing body as more specifically set forth in these regulations and the MSPA. (MCA 76-3-103(12)).
- (2) *Final plat* means the final drawing of the subdivision and dedication required to be prepared for filing for record with the county clerk and recorder containing all elements and requirements set forth in these regulations and the MSPA. (MCA 76-3-103(6)).
- (3) *Amended plat* means the final drawing of any change to a filed platted subdivision or any lots within a filed platted subdivision.
- (4) *Vacated plat* means a plat which has been voided under the provisions of MCA 76-3-305, 7-5-2501, 7-5-2502, 7-14-2616, 7-14-2617, and 7-14-4114, as applicable.

Pre-application sketch (or drawing) means a legible drawing showing approximate boundaries, dimensions, areas, distances and other pertinent information of a proposed subdivision.

Private improvements are the same types of improvements as defined under public improvements, except the structure or facility has not been dedicated to the public or otherwise acquired by a government entity for public use.

Private road means a road is private if its right-of-way has neither been dedicated nor acquired for public use. A private road may be open to use by the general public or public access may be restricted.

Public health and safety means a condition of optimal well-being, free from danger, risk, or injury for the community at large or for all people, not merely for the welfare of a specific individual or a small class of persons. Examples of conditions that relate to public health and safety include but are not limited to: disease control and prevention; emergency services; environmental health; flooding, fire or wildfire hazards; rock falls or landslides, unstable soils, steep slopes, and other natural hazards; high voltage lines or high pressure gas lines; and air or vehicular traffic safety hazards.

Public improvement means any structure or facility constructed to serve more than one lot in a subdivision that is dedicated to the public or otherwise acquired by a government entity for public use. Examples of typical public improvements include parks, streets or roads, sidewalks, curbs, gutters, and street lighting, utilities, and systems for water supply, sewage disposal, drainage, or fire protection.

Public road or street means a road or street is public if its right-of-way has been dedicated or acquired for public use.

Public utility (per MSPA) has the meaning provided in MCA 69-3-101, except that for the purposes of this chapter, the term includes county or consolidated city and county water or sewer districts as provided for in Title 7, chapter 13, parts 22 and 23, and municipal sewer or water systems and municipal water supply systems established by the governing body of a municipality pursuant to Title 7, chapter 13, parts 42, 43, and 44. (MCA 76-3-103(13)),

Recreational camping vehicle means a vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use that either has its own motor power or is mounted on or drawn by another vehicle.

Recreational vehicle park means a tract of land available to and principally used by the public for camping, where persons can park recreational vehicles for camping and sleeping purposes.

Recreational vehicle space means a designated portion of a recreational vehicle park designed for the placement of a single recreational vehicle and the exclusive use of its occupants.

Reviewing authority means the DEQ or local board of health or sanitarian as authorized under MCA Title 76, Chapter 4.

Right-of-way means a linear public way established or dedicated for public purposes by a duly recorded plat, deed, easement, grant, prescription, condemnation, governmental authority or by operation of law, intended to be occupied by a street, non-motorized vehicle path, railroad, electric transmission lines, water line, sanitary sewer line, storm sewer line, or other similar uses.

State means the State of Montana.

Street means a way for vehicular traffic designated as a street, highway, boulevard, thoroughfare, parkway, throughway, avenue, road or court.

Street types. For purposes of these subdivision regulations¹, street types are defined as follows:

- (1) *Alley* means a public or private way reserved as a secondary means of access to the rear or side of lots which abut on and are served by public roads.
- (2) *Arterial* means a street, road or highway having the primary function of moving traffic with emphasis on a high level of mobility for through movement and the secondary function of providing access to adjacent land. Arterials carry more than 1,000 vehicle trips per 24-hour period. Arterials have two to four lanes of moving traffic and should provide only limited access to abutting property.
- (3) *Collector* means a street, road or highway having the equally important functions of moving traffic and providing access to adjacent land. Collector streets have two moving traffic lanes and up to two parking lanes. Collectors may be major or minor, as follows:
 - (a) *Major collectors.* Major collectors are roads that carry more than 300 but less than 1,000 vehicle trips per 24-hour period. Major collectors connect to other streets at each end and do not dead end.
 - (b) *Minor collectors.* Minor collectors are roads that carry more than 100 but less than 300 vehicle trips per 24-hour period. Minor collectors may or may not end at a cul-de-sac bulb or other turnaround, subject to design standards.
- (4) *Minor street* means a street the primary function of providing access to adjacent land and a secondary function of moving traffic. Minor streets have two moving lanes of traffic, up to two parking lanes, and provide access to abutting properties. Minor streets carry less than 100 but more than 20 vehicle trips per 24-hour period.
- (5) *Local street* means a street having the function of providing primary access to two or fewer lots and that is expected to carry less than 20 vehicle trips per 24-hour period.

¹ Other ordinances and regulations adopted by Miles City may assign conflicting definitions, classifications, and standards to streets; these definitions are for purposes of subdivision review only.

- (6) *Half-street* means a portion of the width of a street, usually located along the perimeter of a subdivision, the remaining portion of which street must be located on adjacent property if the street is to be fully constructed.
- (7) *Cul-de-sac* means a street having only one outlet for vehicular traffic and terminating in a turn-around area.
- (8) *Frontage access (street)* means a local, minor, or collector street, usually parallel and adjacent to an arterial or major collector, which provides access to abutting properties and controls traffic access to arterials or collectors.
- (9) *Primary access streets* are streets comprising the network of streets, roads, and highways that provide the public access to a subdivision and the lots within.

Subdivider means a person who causes land to be subdivided or who proposes a subdivision of land (MCA 76-3-103(14)). When used in these regulations, the term "subdivider" may also include the property purchaser on a contract for deed or its agent, or the landowner's agent, if the landowner has provided the subdivision administrator written notification that the landowner's agent is authorized to act on the landowner's behalf and to receive notices regarding local government decisions concerning the subdivision.

Subdivision means a division of land or land so divided that it creates one or more parcels containing less than 160 acres that cannot be described as a one-quarter aliquot part of a United States government section, exclusive of public roadways, in order that the title to the parcels may be sold or otherwise transferred and includes any resubdivision and a condominium. The term also means an area, regardless of its size, that provides or will provide multiple spaces for rent or lease on which recreational camping vehicles or mobile homes will be placed. (MCA 76-3-103(15)).

Subdivision administrator means the person or persons authorized by the governing body to perform the duties of review and administration set forth in these regulations.

Subsequent Minor Subdivision (or Second or Subsequent Minor Subdivision) means any subdivision of five or fewer parcels that is not a first minor subdivision.

Surveyor (professional land surveyor) means a person licensed in conformance with the Montana Engineers' and Land Surveyors' Act (MCA Title 37, Chapter 67) to practice surveying in the State of Montana.

Surveyor (examining land surveyor) means a registered land surveyor duly appointed by the governing body to review surveys and plats submitted for filing. (MCA 76-3-103(5)).

Swale means a drainage channel or depression designed to direct surface water flow.

Title report (abstract of title, subdivision guarantee, or platting report) means a report from a title service company on the condition of title to the property proposed for subdivision, which identifies the owners of record of the property, lien holders, encumbrances, easements and restrictions of record, and all other conditions of title of public record, and accompanied by a guarantee of the accuracy of the report from the title insurance agent or its underwriter.

Topography is a general term to include characteristics of the ground surface such as plains, hills, mountains, slopes, and other physiographic features.

Townhome or townhouse means property that is owned subject to an arrangement under which persons own their own units and hold separate title to the land beneath their units, but under which they may jointly own the common areas and facilities. (MCA 70-23-102(14)). *Townhouse lot* means an arrangement under which units share a common wall, and individuals own their own units and hold separate title to the land beneath the unit.

Tract of record means an individual parcel of land, irrespective of ownership, that can be identified by legal description, independent of any other parcel of land, using documents on file in the records of the county clerk and recorder's office (MCA 76-3-103(16)).

Vicinity sketch means a map at a scale suitable to locate a proposed subdivision, showing the boundary lines of all adjacent properties and streets and other information necessary to determine the general location of the proposed subdivision.

Vehicle trip calculation means the number of vehicle trips anticipated to occur on a street, road, or highway, typically expressed in average trips per day or in a 24-hour period. For purposes of these regulations, vehicle trips generated by a residential subdivision shall be calculated on the basis of eight trips per household per day. Actual official traffic counts or a certified traffic study may be used for traffic loads. Vehicle trips for non-residential subdivisions such as commercial and industrial developments are determined through a traffic study that is completed by a registered engineer.

Wildlife means living creatures (e.g. mammals, birds, reptiles, fish) which are neither human nor domesticated.

Wildlife habitat includes geographic areas containing physical or biological features essential to wildlife for living, breeding, or nesting either permanently or seasonally, or essential to the conservation of listed endangered and threatened species under the Endangered Species Act.

Sec. 21-6. Violations and penalties.

Any person who violates any of the provisions of the MSPA or these regulations (Chapter 21) is guilty of a misdemeanor punishable by a fine of not less than \$100.00 nor more than \$500.00 or by imprisonment in a county jail for not more than three months or by both fine and

imprisonment. Each sale, lease, or transfer of each separate parcel of land in violation of any provision of the MSPA or these regulations (Chapter 21) shall be deemed a separate and distinct offense.

Sec. 21-7. Amendment of regulations.

These regulations may be amended by the City Council. Before the governing body adopts amended subdivision regulations, it shall hold a public hearing on the regulations and shall give public notice of its intent to adopt amendments to the regulations and of the public hearing by publication of notice of the time and place of the hearing in a newspaper of general circulation in the county not less than 15 or more than 30 calendar days prior to the date of the hearing.

Sec. 21-8. Reserved.

Sec. 21-9. Fees.

Fees, charges and expenses to be paid by subdividers to defray the expenses of all subdivision reviews and exemption reviews and any inspections necessary for plat approval shall be set from time to time by resolution of the City Council. Applications for subdivision review shall not be accepted unless accompanied by all applicable fees.

Sec. 21-10. Postal and Written Notices.

- A. Any postal notices required of the city by the Montana Subdivision and Platting Act and these regulations, unless otherwise specified, shall be deemed complete when deposited in a United States Post Office addressed to the applicant with proper postage attached.**
- B. Any written notices required by the Montana Subdivision and Platting Act and these regulations, unless otherwise specified, may be provided via electronic means or hard copies.**

Secs. 21-11 – 21-13 Reserved.

Sec. 21-14. General procedures.

A. *Pre-applications and Preliminary plats.*

- 1. Construction timing. Construction work shall not occur on a proposed subdivision until the governing body has given conditional approval of the preliminary plat. Construction**

work undertaken prior to the preliminary plat approval subjects the subdivider to the possibility the work will have to be redone or removed. In addition, MCA 76-4-121 regulates subdivision activities.

2. Transfers of title. Except as noted below, a final subdivision plat must be filed for record with the county clerk and recorder before title to the subdivided land can be sold or transferred in any manner. After the preliminary plat of a subdivision has been approved or conditionally approved, the subdivider may enter into contracts to sell lots in the proposed subdivision if all of the following conditions are met (MCA 76-3-303):

(a) That under the terms of the contracts the purchasers of lots in the proposed subdivision make any payments to an escrow agent, which must be a bank or savings and loan association chartered to do business in the State of Montana;

(b) That under the terms of the contracts and the escrow agreement the payments made by purchasers of lots in the proposed subdivision may not be distributed by the escrow agent to the subdivider until the final plat of the subdivision is filed with the county clerk and recorder;

(c) That the contracts and the escrow agreement provide that if the final plat of the proposed subdivision is not filed with the county clerk and recorder within two years of the preliminary plat approval, the escrow agent shall immediately refund to each purchaser any payments the purchaser has made under the contract; the subdivider shall be responsible for adhering to this requirement, and for phased developments, the City of Miles City interprets this provision of state law and these regulations to be referring to preliminary plat approval of the overall phased development, therefore this provision is generally not appropriate for phased developments, except for the phase(s) the subdivider will complete within two years of the preliminary plat approval;

(d) That the contracts contain the following language conspicuously set out therein: "The real property which is the subject hereof has not been finally platted, and until a final plat identifying the property has been filed with the county clerk and recorder, title to the property cannot be transferred in any manner"; and

(e) That the county treasurer has certified that no real property taxes assessed and levied on the land to be divided are delinquent.

3. Permission to enter.

The governing body or its designated agent(s) or affected agencies identified during the pre-application meeting may investigate, examine, and evaluate the site of the proposed subdivision to verify information provided by the subdivider and to subsequently monitor compliance with any conditions if the preliminary plat is approved conditionally. The submission of a subdivision pre-application or any other subdivision application constitutes a grant of permission by the subdivider for the governing body,

its agents, and affected agencies to enter the subject property. This consent applies to members of the public attending a noticed public meeting for a site visit.

4. *Pre-application process.*

(a) Prior to submittal of a subdivision application, the subdivider shall request a pre-application meeting with the subdivision administrator by submitting, along with required fees as adopted by the City Council, a pre-application form provided by the subdivision administrator. The meeting shall occur within 30 calendar days after the subdivider submits a written request for the meeting to the subdivision administrator.

(b) At the time of the pre-application meeting request, the subdivider shall provide to the subdivision administrator information sufficient for a comprehensive review by the subdivision administrator, including a sketch of the proposed subdivision showing the layout of the proposed features in relation to existing site conditions together with other relevant documents. The sketch may be a freehand sketch drawn directly on a print of a topographic map of the area proposed for division at a scale adequate to show the property and relevant information. The sketch and materials should include the following, as applicable, and sufficient for the subdivision administrator to guide the subdivider toward preparation of a preliminary plat application that appropriately addresses various city requirements:

(1) Information on the current status of the site, including:

- i. Site location;
- ii. Approximate tract and lot boundaries of existing tracts of record;
- iii. Description of general terrain;
- iv. Natural features including water bodies, floodplains geologic hazards, and soil types;
- v. Existing structures and improvements;
- vi. Existing utility lines and facilities serving the area to be subdivided;
- vii. Existing easements and rights-of-way;
- viii. Existing zoning or development regulation standards;
- ix. Existing conservation easements;
- x. Existing covenants or deed restrictions.

(2) Documentation on the current status of the site, including:

- i. Ownership information, such as a deed, option to buy or buy-sell agreement, including permission to subdivide;
- ii. For proposed minor subdivisions, a copy of each certificate of survey or subdivision plat(s) pertaining to the subject parcel since July 1, 1973
- iii. Water rights, including location of agricultural water user facilities; and
- iv. Any special improvement districts;
- v. Any rights of first refusal for the property.

(3) Information on the proposed subdivision, including:

- i. Tract and proposed lot boundaries;
- ii. Proposed public and private improvements;
- iii. Location of utility lines and facilities;
- iv. Easements and rights-of-way; and
- v. Parks and open space and existing and proposed conservation easements.

(c) At the pre-application meeting:

- (1) The subdivision administrator shall identify, for informational purposes only, the state laws, local regulations and growth policy provisions that may apply to the subdivision review process including, but not limited to zoning regulations and floodplain regulations;
- (2) The subdivision administrator shall provide the subdivider with a list of public utilities, local, state and federal agencies, and any other entities that have an interest in the proposed subdivision and that may be contacted by the subdivision administrator or planning board on the subdivision application. The subdivision administrator shall also identify the timeframes that the public utilities, agencies, and other entities are given to respond; and
- (3) The subdivision administrator may identify particular additional information the subdivision administrator anticipates will be required for review of the subdivision application. This does not limit the ability of the subdivision administrator to request additional information at a later time.

(d) Unless the subdivider submits a subdivision application within one year of this pre-application meeting, the subdivider must request a new pre-application meeting prior to submitting the subdivision application. The subdivision administrator has the discretion to extend this time period for up to one additional year upon written request if it is determined that the information required with preliminary plat submittal will be the same based on site and area specific conditions and the regulations in effect at the time of the request.

5. *Subdivision application and preliminary plat submittal.* The subdivider shall submit to the Miles City Planning Department a subdivision application addressing the topics discussed at the pre-application meeting and containing the following materials, all described in forms or a comprehensive list of the following information required for the specific subdivision provided by the subdivision administrator, as applicable²:

(a) As supplements to the preliminary plat:

- A completed and signed subdivision application form;

² The original application materials are submitted at initial submittal. Once the application is determined sufficient for review, copies of the complete and sufficient application shall be submitted to the subdivision administrator (within 3 working days of notification of a sufficient application).

- The required review fee;
- A preliminary plat;
- A vicinity sketch;
- A topographic map;
- A conceptual grading and drainage plan;
- Engineering plans for all public and private improvements;
- A Phased Development plan if development is proposed to be completed in 2 or more phases including:
 - i. A time frame for each phase;
 - ii. An improvement plan showing which improvements will be completed with each phase;
- Abstract of title (or title report);
- Lienholders' acknowledgment of subdivision;
- Documentation of legal and physical access;
- Documentation of existing easements, including those for agricultural water user facilities;
- Existing covenants and deed restrictions;
- Existing water rights;
- Existing mineral rights;
- Names and addresses of all adjoining property owners;
- Comment on the proposed subdivision from police department, fire department, school superintendent, utility companies, engineering department, public works department, post office, medical service providers (hospital, ambulance, etc.), floodplain administrator, Montana Department of Natural Resources & Conservation, state historic preservation office, Montana Fish, Wildlife, & Parks, United States Fish & Wildlife Service, and any other entity deemed applicable by the subdivision administrator;
- Copies of all correspondence with the public utilities, local, state and federal agencies and any other entities identified during the pre-application meeting;
- Proposed road plans and profiles;
- Encroachment permits and approach permits from Montana Department of Transportation or the local jurisdiction;
- Proposed easements;
- Proposed disposition of water rights;
- Proposed disposition of mineral rights;
- A list of lot sizes (spreadsheet format preferred) for the purpose of park land dedication calculations;
- Environmental assessment when required and summary of probable impacts;
- Transportation impact analysis or transportation plan;
- Fire risk rating analysis and fire prevention plan;
- Noxious weed management plan and re-vegetation plan;
- Property owners' association documents, including draft articles of incorporation, declaration and bylaws;
- FIRM or FEMA panel map and letter identifying floodplain status;
- Flood hazard evaluation;
- Required water and sanitation information (*MCA 76-3-622*);

- A form of subdivision improvements agreement, if proposed;
- Letter requesting a revocation of agricultural covenant, if applicable;
- Letter indicating locations of cultural or historic resources;
- Variance request or approval;
- Re-zoning application or approval;
- Letter identifying and proposing mitigation for potential hazards or other adverse impacts as identified in the pre-application meeting and not covered by any of the above required materials; and
- Such additional relevant and reasonable information as identified by the subdivision administrator during the pre-application meeting that is pertinent to the required elements of this section.

(b) Information That May Be Required to be Included On The Preliminary Plat or a Preliminary Plat Supplement

Note: The plat must be drawn to scale on 24-inch by 36-inch paper. The plat may consist of one or more sheets.

- A standard title block and information to include scale bar, north arrow, and date of preparation;
- A name for the subdivision (names cannot be duplicated, but amended plats may be entitled “the amended plat of [existing subdivision name]);
- The exterior boundaries of the tract and the approximate location of all section corners or legal subdivision corners of sections pertinent to the subdivision boundary;
- A metes and bounds or other legal description, or notation of previously recorded certificate of surveys or subdivision plats;
- All lots and blocks, designated by numbers and/or letters;
- The proposed lot boundaries;
- The gross and net acreage of each lot;
- All existing and proposed streets, alleys, avenues, roads and highways on, adjacent to, and serving the property, and the width of the rights-of-way, grades and curvature of each, existing and proposed street names, and proposed locations of intersections or other access points for any subdivision requiring access to arterial or collector highways;
- The location, boundaries, dimensions and areas of any parks, common grounds, or other grounds dedicated for public or private use;
- The portions of each lot with slopes greater than 25 percent;
- Proposed property line setbacks or any setbacks required by the applicable zoning regulations;
- Topographic ground contours at required intervals or as appropriate to easily identify grades;
- All surface waters, to include irrigation water, on the property and within 100-feet of the exterior boundaries of the subdivision;
- All federally recognized wetlands on the property and within 100-feet of the exterior boundaries of the subdivision;

- All known wetlands on the property and within 100-feet of the exterior boundaries of the subdivision as well as the sources of information upon which this is based (National Wetlands Inventory, US Army Corp of Engineer comments, etc.);
- The location of all 100-year flood plains;
- Structural setbacks and vegetated buffers along wetlands and waterways;
- The location of all existing and proposed fences, lighting, signage, sidewalks, paths, storage areas, and other existing or proposed man-made improvements;
- The locations and types of all existing and proposed traffic control devices and directional signs;
- Traffic study by a registered engineer for non-residential subdivisions;
- Existing and proposed landscape buffers;
- Any proposed or existing “no build zones” and/or building envelopes;
- Any existing and proposed utilities located on or adjacent to the property including:
 - a. The approximate location, size and depth of water mains, sanitary and storm sewers, and fire hydrants.
 - b. The approximate location of nearest water mains and sewer lines where none are located on or adjacent to the property;
 - c. The approximate location of gas, electric and telephone lines, and streetlights.
- The locations and identity of all existing easements and rights-of-way of record and proposed public and private easements and rights-of-ways, including descriptions of their width and purpose;
- The location of any existing or proposed easements for existing or proposed utility services to the proposed lots;
- The proposed driveways and approaches serving each lot;
- The location of existing and/or potential buildings/building sites, structures and other improvements;
- Proposed locations of all stormwater management infrastructure;
- All existing and proposed primary and 100% replacement drainfields on the property and within 100-feet of the exterior boundaries of the subdivision;
- Locations of the soils test pits for data submitted with the subdivision application;
- All proposed or existing wells on the property and within 100-feet of the exterior boundaries of the subdivision;
- Such additional relevant information as identified by the subdivision administrator during the pre-application meeting that is pertinent to the review of the subdivision proposal; and
- Any other requirements of these regulations that does not appear on this list.

6. *Review process.*

For minor or major subdivisions, including phased development, the initial review process is as follows:

(a) *Element review.* Within 5 working days of receipt of a subdivision application and fee, the subdivision administrator shall determine whether the application contains all of the applicable materials required by subsection (a)(5) above, and shall give written notice to the subdivider of the subdivision administrator's determination. A subdivision application is considered to be received on the date of delivery to the Miles City Planning Department and when accompanied by the required review fees (MCA 76-3-604(1)(a)).

(1) If the subdivision administrator determines that elements are missing from the application, the subdivision administrator shall notify the subdivider of the missing elements and identify those elements that are missing. No further action shall be taken on the application by the subdivision administrator until the missing elements are submitted.

(2) The subdivider may correct the deficiencies and submit the missing elements or withdraw the application.

i. If the subdivider corrects the deficiencies and submits the missing elements, the subdivision administrator shall have 5 working days to notify the subdivider whether the submitted information contains all the materials required by subsection A.5. above, as applicable.

(3) This process shall be repeated until the subdivider submits an application containing all the materials required by subsection A.5. above, or the application is withdrawn.

(4) If the missing elements are not corrected and submitted to the subdivision administrator within 60 days following the date of the deficiency letter, the subdivision administrator may terminate the application and file, and notify the subdivider within 5 working days of termination. The Miles City Planning Department may retain a reasonable portion of the review fees for processing the application and for the element review.

(b) *Sufficiency review.* Within 15 working days after the subdivision administrator notifies the subdivider that the application contains all of the required elements as provided in subsection 5 above, the subdivision administrator shall determine whether the application and required elements contain detailed, supporting information that is sufficient to allow for the review of the proposed subdivision under these regulations and shall give written notice to the subdivider of the subdivision administrator's determination.

(1) If the subdivision administrator determines that the information in the application is not sufficient to allow for review of the proposed subdivision, the subdivision administrator shall identify specific required information in the notification and no further action shall be taken on the application by the subdivision administrator until the identified material is resubmitted.

- (2) The subdivider may correct the deficiencies and resubmit the identified material, or withdraw the application.
- (3) If the subdivider corrects the deficiencies and resubmits the identified material the subdivision administrator shall have 15 working days to notify the subdivider whether the additional information and required elements contain detailed, supporting information that is sufficient to allow for review of the proposed subdivision under these regulations.
- (4) This process shall be repeated until the subdivider submits an application that contains detailed, supporting information that is sufficient for review of the proposed subdivision under the provisions of these regulations, or the application is withdrawn.
 - i. A determination that an application contains sufficient information for review does not ensure that the proposed subdivision will be approved or conditionally approved by the governing body and does not limit the ability of the subdivision administrator, planning board, or the governing body to request additional information during the review process.
 - ii. A determination of sufficiency by the subdivision administrator does not limit the DEQ from requiring additional water and sanitation information as part of the DEQ review of water and sanitation information.
 - iii. Once the application is determined sufficient for review, copies of the complete and sufficient application shall be submitted to the subdivision administrator within 3 working days of notification of a sufficient application. If the required copies are not submitted to the subdivision administrator within 3 working days, the review period is suspended until the proper copies are submitted.
 - iv. The subdivision administrator shall determine number of copies to be submitted and request submittal by electronic or hard copy.
 - v. Upon determination of a sufficient application, the preliminary plat application proceeds to the review procedures for first minor subdivisions (Section 21-15) or the review procedures for major and subsequent minor subdivisions (Section 21-16), as applicable.
- (5) If the deficiencies are not corrected and submitted to the subdivision administrator within 60 calendar days following the date of the deficiency letter, the subdivision administrator may terminate the application and file, and notify the subdivider within 5 working days of termination. The Miles City Planning Department may retain a reasonable portion of the review fees for processing the application and for the element and sufficiency reviews.

7. *Applicable regulations.* Subdivision review and approval, conditional approval or denial shall be based on those regulations in effect at the time a non-phased subdivision application and preliminary plat is deemed to contain sufficient information for review. If regulations change during the element or sufficiency review, the determination of whether the application contains the required elements and sufficient information shall be based on the new regulations.

8. *Phased Developments – Special Provisions.*

a. *Overview.* This subsection details additional procedural requirements for subdivisions proposed as phased developments. As defined in *Sec. 21-5* of these regulations, a “phased development” is a subdivision application and preliminary plat that, at the time of submission, consists of independently platted development phases that are reviewed on a schedule proposed by the subdivider. A phased subdivision includes three distinct review stages. The first stage review is of the overall preliminary plat for the entire project. At the end of this stage, the project’s overall plan and preliminary plat are approved, conditionally approved or denied by the governing body, with a timeframe of up to 20 years from the approval to obtain each phase’s independent one- to three-year preliminary approval/conditional approval of each phase. The second stage review of any independent phase occurs prior to final plat submittal for that phase; the second stage review is that of each independent phase, at the end of which, each phase obtains a review by the governing body to determine whether any changed primary criteria impacts or new information exist that create new potentially significant adverse impacts for the phase or phases at that time. The governing body then issues any changed findings and/or conditions of approval for that phase(s). Following the governing body decision on the independent phase(s) up for consideration in the second stage, the subdivider may submit the final plat application to “commence” that phase, which is intended to lead to final plat approval and filing the plat for each phase. Throughout these stages of reviews, there are certain activities which may occur to result in platting and development of the subdivision, such as installing subdivision improvements and meeting other conditions of preliminary plat approval, obtaining other approvals such as that from DEQ, and other steps typically involved in subdivisions. This section is intended to outline special provisions applicable to phased developments.

(b) *Phased Development Preliminary Plat Application - Overall Plan.* A subdivider applying for phased development review shall submit with the phased development preliminary plat application an overall phased development preliminary plat on which independent platted development phases must be presented. The phased development preliminary plat application must contain the information required pursuant to parts 5 and 6 of the MSPA and Sec. 21-14 A-5 of these regulations for

all phases of the development and a schedule for when the subdivider plans to submit for preliminary review each phase of the development.

(1) The subdivider may change the schedule for review of each phase of the development upon written notice to and approval of the governing body after a public hearing as provided in subsection 10 below.

- i. The governing body may approve a schedule change only if the change does not negate conditions of approval or otherwise adversely affect public health, safety, and welfare.

9. *Subsequent Review Stages for Independent Phases.*

An “independent phase”, for the purpose of this section, is any phase the subdivider intends to plat on a different final plat than the other phases.

(a) Prior to the preliminary review of each independent phase, the subdivider shall provide written notice to the governing body of the intent to proceed with commencement of that phase. The governing body shall hold a public hearing pursuant to subsection 10 *Public Hearing* below.

(b) A review of the preliminary plat(s) for proposed initial phase(s) may run concurrently with the Overall Plan review. This review shall be conducted in accordance with Sections 21-15 or 21-16, as appropriate, except for the special provisions listed in this section. Phase(s) following the preliminary application shall be reviewed under Section 21-16, except for the special provisions listed in this section.

(c) The City of Miles City may impose a reasonable periodic fee for each review under subsections 8 and 9 of the phases in the phased development.

10. *Public Hearing.*

(a) The governing body shall hold a public hearing on each phase and/or changes to an approved phasing schedule within 30 working days after receipt of the written notice from the subdivider pursuant to 8(b)(1) and 9(a) above. After the hearing, the governing body shall determine whether there are new potentially significant adverse impacts from:(1) Changes to the primary criteria impacts (MCA 76-3-608(3)).

(2) New information presented that was not available during overall plan review

- i. The governing body’s public hearing will be held and noticed in the same manner as described in subsection 21-16 A-8 ‘*Subsequent public hearing*’;

with the exception that the governing body holds the hearing instead of the planning board and the hearing is scheduled within 20 working days in lieu of 45 days.

- ii. Regardless of the provisions of MCA 76-3-610(2), the governing body shall issue supplemental written findings of fact within 20 working days of the hearing and may impose only necessary, additional conditions to minimize potentially significant adverse impacts identified in the review of each phase of the development for changed primary criteria impacts or new information. Any additional conditions must be met before preliminary plat approval for each particular phase and the approval, in accordance with MCA 76-3-611, is in force for not more than three calendar years or less than one calendar year within the maximum time frame provided in subsection 11.

11. *Timeframes of Preliminary Approvals for Phased Developments.*

- (a) Each phase of the phased development must be submitted for review and be approved, conditionally approved, or denied within 20 years of the date the overall phased development preliminary plat was approved by the governing body. Any phase of a phased development not approved by the governing body within 20 years of the date of the overall phased development preliminary plat approval shall be deemed dead and the preliminary approval applicable to that phase null and void.
- (b) Failure to meet the 20-year timeframe does not preclude a subdivider from beginning the preliminary subdivision approval process again under regulations and laws in effect on the new application date. The governing body may preliminarily approve phased developments that extend beyond the one to three calendar years set forth in 76-3-610, MCA, and Sec. 21-15 or Sec. 21-16 of these regulations, (c) Each phase of any phased development must be reviewed as provided in Sec 21-15 or 21-16, which is a separate process from overall preliminary plat review as described in 21-14-8-b above. The review of the overall preliminary plat and that of the initial phase or phases may occur concurrently, but notices and agenda items must distinguish between preliminary plat review of the overall phased development and the phase up for consideration.

12. *Additional Reviews of Phases and Phasing Schedule Changes.* The following applies to the phase review and/or changes to an approved phasing schedule:

- (a) Prior to the commencement of each phase, the subdivider shall provide written notice to the governing body through the subdivision administrator. For purposes of this section, “commencement” of a phase means submitting a final plat application for that phase.

- (b) The subdivider shall provide written notice to the governing body requesting changes to the approved schedule.

B. Final plats.

1. *Final plat contents.* The final plat submitted for approval must conform to the preliminary plat as previously reviewed and approved by the governing body and must incorporate all required modifications and comply with all conditions imposed at the time of preliminary plat approval. The final plat and accompanying documents must comply with the Montana Uniform Standards for Final Subdivision Plats (*Section 21-62*). Final plats of subdivisions approved for phased development shall be filed sequentially in accordance with the approval.

2. *Final plat initial review.*

- (a) *Final plat submittal.* The final plat approval application form, which can be obtained from the subdivision administrator, and all supplementary documents, must be submitted to the subdivision administrator not less than 30 days prior to the expiration of preliminary plat approval. The submittal shall include, as applicable:

- (1) The final plat application;
- (2) The final plat review fee;
- (3) A statement outlining how each condition of approval has been satisfied; (Administrative Note: Certain conditions of plat approval may be carried out over time and may be enforced through development permit processes and through ongoing compliance monitoring.)
- (4) A title report or updated abstract dated no older than 30 calendar days prior to the date of submittal of the final plat application;
- (5) A signed, dated and notarized statement from each landowner, if different from the subdivider, and each lien holder or claimant of record consenting to the platting of the subdivision dated no older than 30 calendar days prior to the date of submittal. The governing body hereby authorizes the subdivision administrator to provide for the review of the abstract or certificate of title of the land in question by the city attorney;
- (6) The DEQ or local health department/sanitarian approval;
- (7) The final grading and drainage plan, including all road plans and profiles and state or local encroachment or approach permits (as required);
- (8) All engineering plans;

- (9) Any maintenance agreements, property owner association documents, including bylaws, covenants, and declarations;
- (10) A certificate of dedication of public improvements;
- (11) A copy of the approved state highway permits when a new road or driveway will intersect with a state highway;
- (12) A subdivision improvements agreement, financial guarantee and supporting documentation securing the future construction for all incomplete improvements to be installed (if applicable);
- (14) City attorney review of title report; and
- (15) One 11" x 17" and four 24" x 36" versions (two mylar and two paper) of the final plat, completed in accordance with the Uniform Standards for Final Subdivisions Plats set forth in Section 21-62 and as required by the Custer County Clerk & Recorder's Office.
- (16) Any other information or documents required by the condition of preliminary approval letter.

3. *Review by subdivision administrator.*

- (a) A final plat application is not considered to be submitted to and received by the subdivision administrator until delivered to the subdivision administrator accompanied by all required review fees.
- (b) Within 20 working days of receipt of a final plat, the subdivision administrator shall review the final plat and application to ascertain that all conditions and requirements for final plat approval have been met and the plat conforms with the requirements of MCA 76-3-611.
 - (1) The subdivision administrator will not schedule any actions on a final plat submittal until a complete application and fee, and copies of the final plat have been received.
- (c) If the final plat and application does not contain required information or demonstrate compliance with the applicable preliminary approval, written notice shall be given identifying the defects within 20 working days of receipt. During re-review, the subdivision administrator may review subsequent submissions of the final plat material only for information found to be deficient during the original review of the final plat. This does not preclude the subdivision administrator from noting deficiencies during subsequent reviews; nor do such deficiencies not raised by the subdivision administrator bind the governing body to approve a final plat application

if an element of the final plat or associated application material does not demonstrate compliance with an applicable requirement.

- (1) The subdivider and the governing body may mutually agree to extend the review periods provided for in this section.
 - (d) If the subdivision administrator determines that the final plat differs from the approved or conditionally approved preliminary plat, the applicant shall be required to submit any review fee authorized by an adopted fee schedule and an amended application pursuant to subsection 21-14 B-8 below.
 - (e) The subdivision administrator or County Clerk and Recorder may require that final subdivision plats be reviewed for errors and omissions in calculation or drafting by an examining land surveyor before recording with the clerk and recorder. The subdivision administrator shall notify the subdivider of the requirement. When the survey data shown on the plat meets the conditions pursuant to these regulations, the examining land surveyor (as applicable) shall certify the compliance in a printed or stamped signed certificate on the plat.
 - (f) If the subdivision administrator determines that the final plat and application comply with the conditions and requirements for final plat approval, the subdivision administrator will notice and schedule a meeting with the governing body for final plat approval within 20 working days of the Administrator's determination per subsection 21-14 B-9 below. Notice of the governing body's meeting for final plat approval shall consist of posting a brief description of the pending action(s) on a bulletin board at city hall for at least 2 full working days.
 - (g) The subdivider and the governing body may mutually agree to extend the review periods provided for in Sections 21-14 B-3-c-ii.
 - (h) Some governing body actions related to final plat review, such as acceptance of streets or park dedication, or cash-in-lieu of park land amounts, require action by the governing body prior to or at the time of final plat approval. In these cases, the meetings will typically be consolidated, scheduled, and noticed by the subdivision administrator only as a meeting for final plat approval.
4. *Restrictive covenants, approval, content and enforcement by governing body; maintenance of common and shared property or improvements.*
- (a) The governing body may require that some or all restrictive covenants governing the use of land within the subdivision, whether proposed by the subdivider or required by the governing body, be set forth in a separate heading identifying them as plat approval covenants, and indicating: "These covenant(s) may not be repealed or amended without prior written consent of the City Council of Miles City."

(b) The governing body may require restrictive covenants. The restrictive covenants that it has required as a condition of plat approval may be required to contain the following language: "The City of Miles City is a party to this restrictive covenant and may enforce its terms."

(c) If common property or facilities are to be deeded to or managed by a property owners' association, the covenants and by-laws which govern the association must, at a minimum, provide for the:

(1) Formation of a property owners' association concurrently with the filing of the final subdivision plat. Articles of incorporation shall be filed with the secretary of state's office. The property owners' association bylaws shall be recorded with the Custer County Clerk and Recorder's Office;

(2) Mandatory membership for each property owner. Purchasers of property may also be required to sign a waiver of right to protest the formation of a maintenance district to maintain improvements;

(3) Perpetual reservation of the common property when required under MCA 76-3-621(6)(a);

(4) Payment of liability insurance premiums, local taxes, and the cost of maintaining recreational or other facilities;

(5) Placement of liens on the property of lot owners who are delinquent in the payment of association fees and assessments;

(6) Adjustment of assessments to meet changing needs;

(7) Means of enforcing the covenants, and of receiving and processing complaints;

(8) Transition of control of the association from the declarant to the property owners.

(9) Dissolution of the association and modification of the covenants and restrictions after obtaining the governing body's approval of the change; and

(10) Regular maintenance of roads, parks, buildings, drainage facilities, and other facilities controlled by the association.

5. When a proposed subdivision is subject to existing covenants, deed restrictions or any other restrictions filed in the records of the Custer County Clerk and Recorder's Office that the governing body has the right to enforce, all lots shall conform to the restrictions. The governing body reserves the right to notify and seek comment from landowners or an association that is party to the covenants, deed restrictions or other restrictions prior to taking action on a preliminary plat application.

6. When physical improvements are shared by more than one lot within the subdivision, but a property owners' association is not to be formed to manage the improvements, a declaration of shared use and maintenance agreement for any shared infrastructure shall be created and recorded with the Custer County Clerk and Recorder's Office. At a minimum, the document shall provide for:

- (a) The regular maintenance of the shared infrastructure;
- (b) A requirement for equitable payment of the cost of maintaining the shared infrastructure;
- (c) Allowed adjustments of assessments to meet changing needs;
- (d) A means of enforcing the terms of the declaration;
- (e) An allowance for placement of liens on the property of lot owners who are delinquent in the payment of maintenance fees and assessments; and
- (f) The modification of the declaration after obtaining the governing body's approval of the change.

7. ***Public improvements agreement, guaranty.***

As a condition of approval of the final plat, the subdivider must have installed all required improvements or have entered into a subdivision improvements agreement guaranteeing the construction and installation of all required improvements (MCA 76-3-507). The governing body may require 50 percent of all improvements or 100 percent of any improvements necessary to protect public health and safety to be completed before allowing bonding or other reasonable security for purposes of filing a final plat. The requirement is applicable to approved preliminary plats (MCA 76-3-507(4)). No construction or placement of structures on the lots may occur until improvements related to public health and safety, such as roads or firefighting facilities, have been installed and engineering plans have been filed. A model subdivision improvements agreement and alternative methods of guaranteeing public improvements, the procedures and requirements for securing an agreement, and suggested conditions for maintenance are available from the subdivision administrator.

If the subdivider chooses to enter into a subdivision improvements agreement, guaranteeing the public improvements through a bond or letter of credit, three bids for the cost of installation of the public improvements shall be obtained by the subdivider. The amount of the guarantee shall be calculated by multiplying 125 percent by the highest bid. As the public improvements are installed, the subdivider shall provide a letter to the governing body indicating such, and including a copy of the engineered plans certifying all public improvements have been installed in conformance with the approved plans and specifications. Prior to the release of the guarantee, a copy of the plans, stamped by the project surveyor or engineer in accordance with their licensing

provisions, shall be filed in the county clerk and recorder's office with reference to the final subdivision plat.

8. *Amending approved preliminary plats before final plat approval.*

(a) If the subdivider proposes, in writing, to change the subdivision or the terms of preliminary approval after the preliminary plat approval but before the final plat approval, the subdivider shall submit the proposed changes to the subdivision administrator for review.

(1) Within 5 working days of receiving the proposed changes, the subdivision administrator shall determine whether the changes to the preliminary plat are material pursuant to subsection 8-b below.

(2) If the subdivision administrator determines the changes are material (see definition), the subdivision administrator may either require the changes to be reviewed by the planning board at a noticed public hearing for a recommendation to the governing body, or, if the changes are extensive, the subdivision administrator may require the subdivider to begin the subdivision review process again, starting with the pre-application meeting, and require payment of a new application fee.

(3) If the subdivision administrator determines the changes are not material, the subdivision administrator shall recommend approval of the changes to the governing body, notify the subdivider and the governing body of that recommendation, and the governing body shall review those changes in a public meeting for which notice has been given of non-material changes to the final plat. If the governing body determines the changes are material at the public meeting or before the changes are approved, it may direct the subdivision administrator to require the changes to be reviewed starting at any point contemplated by subsection 8-a above.

(b) The following changes, although not an exhaustive list, may be considered material:

(1) Configuration or number of lots;

(2) Street layout;

(3) Water and/or wastewater treatment system proposals;

(4) Configuration of park land or open spaces;

(5) Easement provisions;

(6) Designated access;

- (7) Changes to the proposed covenants; or
 - (8) Necessary or proposed changes to conditions of approval.
- (c) A subdivider whose proposed changes to the preliminary plat have been deemed material by the subdivision administrator may appeal the subdivision administrator's decision to the governing body by written notice within 10 working days. The subdivider may request a hearing with the governing body, and may submit additional evidence to show that the changes to the preliminary plat are not material.
- (d) If the subdivider and subdivision administrator determine that a condition of approval is illegal or impossible to comply with due to circumstances outside the subdivider's control, the condition may be reviewed by the governing body through a properly noticed public meeting or hearing, as applicable, in order to determine if the condition may be waived or amended.

9. *Final plat approval.*

- (a) *Approval by the governing body.* The governing body shall examine every final subdivision plat and shall approve it if it conforms to the conditions of preliminary plat approval and to the terms of the MSPA and these regulations, or deny it pursuant to subsection 9-a-2 below.
- (1) If the final plat is approved, the governing body shall certify its approval on the face of the final plat. When applicable, a certificate of the governing body expressly accepting any dedicated land, easements, or improvements will be filed with the final plat.
 - (2) If the final plat is denied for non-compliance with the conditional approval, the MSPA or these regulations, the governing body shall notify the subdivider in writing, stating the reason for denial. The governing body will return the final plat to the subdivider within 10 working days of the decision. The subdivider may then make any necessary corrections and resubmit the final plat for approval. The re-submission of the final plat application must still be submitted and approved within the original preliminary plat approval period, or within an agreed-upon extension to the approval period pursuant to these regulations.
 - (3) The subdivider and the governing body may mutually agree to extend the review periods provided for in this section.
- (b) *Inaccurate information.* The governing body may withdraw approval of a final plat if it determines that material information by the subdivider is inaccurate.

10. ***Final plat filing.*** The county clerk and recorder may not accept any plat for filing that does not bear the governing body's approval in proper form or that has been altered. The clerk and recorder may file an approved plat only if it is accompanied by the documents specified in the Montana Uniform Standards for Monumentation, and Final Subdivision Plats, contained in Section 21-62.

11. ***Amending filed plats.***

- (a) Changes that will substantially alter the contents of the original approved subdivision application, do not comply with the conditions of preliminary plat approval, or will materially alter any portion of a filed plat (not to include minor boundary adjustments), its land divisions or improvements, that is determined by the subdivision administrator to have the potential to negatively impact one or more of the primary review criteria for subdivisions, or that will modify the approved use of land within the subdivision, must be reviewed and approved by the governing body using the procedure for material amendments described in subsection (8), *Amending approved preliminary plats before Final plat approval*, above.
- (b) Any alteration which increases the number of lots, modifies six or more lots, or abandons or alters a public road right-of-way or park land dedication shall be reviewed and approved by the governing body pursuant to subdivision review procedures or vacation or abandonment laws, as applicable.
- (c) An amended plat may be subject to the procedures for reviewing minor or major subdivisions, as appropriate.
- (d) The governing body reserves the right to require a current abstract of title for the impacted properties and may not approve an amended final plat without the written consent of the owners and lienholders of all lots which will be modified by the proposed amendment.
- (e) The governing body may not approve an amendment that will place a lot in non-conformance with the design and improvement standards contained in Section 21-18 of these regulations unless the governing body holds a public hearing on the amendment and issues a written variance from the standards pursuant to subsection 21-22(a), Variances.
- (f) The governing body may not approve an amendment that will place a lot in non-conformance with zoning regulations unless the Miles City Board of Adjustment has granted a zoning variance to the applicable standard.
- (g) The final amended plat submitted for approval must comply with the requirements for final subdivision plats under the Uniform Standards for Filing Final Plats (Section 21-62).

Sec. 21-15. Review procedures for first minor subdivisions.

- A. **First minor subdivisions** containing five or fewer parcels shall be reviewed as set forth in this section. Subsequent minor subdivisions shall be reviewed as major subdivisions (Section 21-16). All processes and requirements set forth in Section 21-14, General Procedures, apply to this section. This section also applies to first minor subdivisions for the creation of five or fewer recreational vehicle or mobile home sites.
1. *First minor subdivision review.* The pre-application process and initial review process set forth in Section 21-14, general procedures, apply to this section.
 2. *First minor subdivision application and preliminary plat submittal.* The subdivider shall submit to the Miles City Planning Department a subdivision application and preliminary plat containing the materials identified in subsection 21-14 A-5 and in the pre-application meeting. The application must include sufficient documentary evidence from the public records demonstrating that the subdivision will be the first minor subdivision from a tract of record.
 3. *First minor subdivision exceptions.* The following do not apply to first minor subdivisions:
 - (a) Preparation of an environmental assessment; and
 - (b) Public hearing requirements.
 4. *First minor subdivision review process.*
 - (a) *Time period for approval, conditional approval, or denial.*

Within 35 working days of the subdivision administrator determining the subdivision application and preliminary plat to be sufficient for review, the governing body shall approve, conditionally approve or deny the proposed subdivision according to subsection A-7 below, of these regulations, unless the subdivider and the subdivision administrator agree to an extension or suspension of the review period, not to exceed one year. The review period of 35 working days begins the day the subdivision administrator notifies the subdivider or the subdivider's agent that the subdivision application is sufficient for review.
 - (b) *Public agency, service provider, and utility review.*
 - i. Review and comment by public agencies, service providers, or utilities may not delay the governing body's action on the subdivision application beyond the 35 working day review period. The subdivision administrator will make these comments available to the subdivider and to the general public upon request. If, during the review of the application, the subdivision administrator contacts a public utility, agency, or other entity that was not included on the list provided

during the pre-application meeting, the subdivision administrator shall notify the subdivider of the contact and the timeframe for response.

ii. As per MCA 76-3-608(9), if a federal or state governmental entity submits a written or oral comment or an opinion regarding wildlife, wildlife habitat, or the natural environment relating to a subdivision application for the purpose of assisting a governing body's review, the comment or opinion may be included in the governing body's written statement under MCA 76-3-620 only if the comment or opinion provides scientific information or a published study that supports the comment or opinion.

iii. A governmental entity that is or has been involved in an effort to acquire or assist others in acquiring an interest in the real property identified in the subdivision application shall disclose that the entity has been involved in that effort prior to submitting a comment, an opinion, or information as provided in this subsection.

(c) *Annexation.* When a proposed subdivision is also proposed to be annexed into the city, the governing body shall coordinate the subdivision review and annexation procedures to minimize duplication of hearings, reports, and other requirements whenever possible. *See* MCA 76-3-601 and 605. This provision does not allow for public hearings on first minor subdivisions even if annexation requires a public hearing.

(d) *Subdivider/Adjacent Landowner Notification.*

(1) At least 15 calendar days prior to the scheduled meeting at which the governing body will consider the subdivision, the subdivision administrator shall notify the subdivider, and the landowner if different from the subdivider, of the date and time of the meeting in writing.

(2) Also, at least 15 calendar days prior to the scheduled meeting of the governing body on the subdivision, the subdivision administrator shall notify adjacent landowners of the subdivision proposal in writing. At the discretion of the subdivision administrator, the subdivision administrator may also notify non-adjacent potentially affected parties of the proposal. Potentially affected parties include, but are not limited to, those landowners who share a private road or easement, irrigation facilities (delivery point, ditch, etc.), are within 150 feet of the subject property, across a watercourse, etc.

5. *First minor subdivision report, consideration and recommendation.*

(a) As provided in MCA 76-1-107(2), the planning board delegates to the subdivision administrator its responsibility to advise the governing body on all proposed first minor subdivisions.

(b) *Administrator Report.* After the subdivision administrator deems the subdivision application is sufficient for review, the subdivision administrator shall prepare a report for consideration by the governing body. No less than 5 working days prior to the scheduled meeting at which the governing body will consider the subdivision, the subdivision administrator shall submit the report, proposed findings of fact and recommendation to the subdivider and the governing body. The report shall include:

1. Proposed findings of fact that consider the subdivision's compliance with and impact on the criteria described in these regulations and the MSPA;
2. A description of any variance requests as well as the pertinent facts and conditions relating to the request;
3. A recommendation for approval, conditional approval (including any recommended conditions and/or mitigation measures), or denial of the subdivision application, variance requests and preliminary plat;
4. All public and agency comment received; and
5. Any other information deemed pertinent by the subdivision administrator.

(c) *Consideration—Standards.* In recommending approval, conditional approval or denial of the subdivision application and preliminary plat, the subdivision administrator shall base the recommendation on compliance of the subdivision application and preliminary plat with the following:

- (1) These regulations, including but not limited to the standards set forth in Section 21-18;
- (2) Applicable zoning regulations;
- (3) The MSPA, including but not limited to MCA 76-3-608(3); and
- (4) Other applicable regulations.

(d) *Consideration—Evidence.* In recommending approval, conditional approval or denial of the subdivision application and preliminary plat, the subdivision administrator shall consider, without limitation, the following (as applicable):

- (1) The subdivision application and preliminary plat;
- (2) The summary of probable impacts and proposed mitigation;
- (3) The growth policy;
- (4) Information and testimony provided by potentially impacted parties; and

(5) Any additional information authorized by law.

(e) *Water and sanitation information.* The subdivision administrator shall forward public comment regarding the water and sanitation information required by the MSPA and these regulations to the governing body.

6. *Subdivider's preference for mitigation.*

(a) No later than 2 working days before the meeting at which the governing body is to consider the subdivision application and preliminary plat, the subdivider is encouraged to submit in writing to the subdivision administrator the subdivider's comments on and responses to the subdivision administrator's recommendations, as well as any proposed mitigation measures not already discussed with the subdivision administrator.

(b) The governing body will consult with the subdivider and will give due weight and consideration to the subdivider's expressed preferences regarding mitigation (MCA 76-3-608(5)(b)).

7. *Governing body decision and documentation.*

(a) *Prerequisites to approval.* The governing body will consider the preliminary plat application at a regularly scheduled meeting for which notice has been posted at least 2 full working days prior to the meeting. At the meeting the public may provide testimony. The governing body may not approve or conditionally approve a subdivision application and preliminary plat unless the proposed subdivision:

(1) Provides easements within and to the proposed subdivision for existing utilities and for the location and installation of any planned utilities;

(2) Provides legal and physical access to each parcel within the subdivision and the notation of that access on the applicable plat and any instrument of transfer concerning the parcel;

(3) Assures that all required public or private improvements will be installed before final plat approval, or that their installation after final plat approval will be guaranteed as provided by subsection 21-14 B-7 of these regulations; and

(4) Assures that the requirements of MCA 76-3-504(1)(j), regarding the disclosure and disposition of water rights as set forth in subsection 21-18 A-15 have been considered and will be accomplished before the final plat is filed; and

(5) Assures that the requirements of MCA 76-3-504(1)(k) regarding watercourse and irrigation easements as set forth in subsection 21-18 A-14 have been considered and will be accomplished before the final plat is filed.

- (6) Provides for the appropriate park dedication or cash-in-lieu.
- (b) *Consideration—Standards.* Upon approving, conditionally approving, or denying a first minor subdivision application, preliminary plat and proposed mitigation, the governing body shall consider subsection A-7-a above, and whether the proposed subdivision complies with:
- (1) These regulations, including but not limited to, the design and improvement standards set forth in Section 21-18;
 - (2) Applicable zoning regulations;
 - (3) Other applicable regulations;
 - (4) The MSPA, including but not limited to the following impacts:
 - i. Impact on agriculture;
 - ii. Impact on agricultural water user facilities;
 - iii. Impact on local services;
 - iv. Impact on the natural environment;
 - v. Impact on wildlife;
 - vi. Impact on wildlife habitat; and
 - vii. Impact on public health and safety.
- (c) *Consideration—Evidence.* In making its decision to approve, conditionally approve, or deny a proposed minor subdivision the governing body shall consider and weigh the following, as applicable:
- (1) The subdivision application and preliminary plat;
 - (2) The MSPA;
 - (3) The summary of probable impacts;
 - (4) Proposed mitigation;
 - (5) The growth policy;
 - (6) The subdivision administrator's staff report and recommendations;

- (7) Information and testimony provided by potentially impacted parties; and
- (8) Any additional information authorized by law.
- (9) Water and sanitation information provided during the application review process, including public comment, may be used as a basis for approval, conditional approval or denial of a subdivision only if the governing body finds that information provided in the application or information submitted during public review indicates the proposal does not comply with previously adopted subdivision, zoning, floodplain or other regulations that the governing body has the authority to enforce.

(d) *Documentation of governing body decision.*

- (1) In rendering its decision to approve, conditionally approve, or deny the proposed subdivision the governing body shall issue written findings of fact that discuss and weigh the proposed subdivision's compliance with the above subsections.
- (2) When the governing body denies or conditionally approves the proposed subdivision, it shall send the subdivider a written decision within 30 working days, with the appropriate signature, and make the letter available to the public. The letter shall:
 - i. Contain information regarding the appeal process for the denial or imposition of conditions;
 - ii. Identify the regulations and statutes that are used in reaching the decision to approve, deny, or impose conditions and explain how they apply to the decision;
 - iii. Provide the facts and conclusions that the governing body relied upon in making its decision and reference documents, testimony, or other materials that form the basis of the decision; and
 - iv. Provide the conditions that apply to the preliminary plat approval and that must be satisfied before the final plat may be approved.
 - v. Set forth the time limit for final approval, pursuant to subsection (e) below.

(e) *Subdivision application and preliminary plat approval period.*

- (1) Upon approving or conditionally approving an application and preliminary plat, the governing body shall provide the subdivider with a dated and signed statement of approval. The approval shall be in force for not more than three calendar years or less than one calendar year.

- (2) At the end of the approval period the governing body may, at the request of the subdivider, extend its approval for a mutually agreed-upon period of time. The governing body may issue more than one extension. *See* MCA 76-3-610. All requests for extensions shall consider the following criteria and the subdivider should provide appropriate supporting documentation, if any, to address these criteria:
 - ii. Progress to date in completing or demonstration and evidence of good faith efforts to satisfy the required conditions of preliminary plat approval.
 - iii. Duration of the required extension and the ability of the subdivider to meet the required conditions of preliminary plat approval within the requested extension period.
 - iv. Significant changes in the vicinity of the subdivision that have occurred or are planned to occur within the requested extension period and whether the preliminary plat conditions adequately mitigate the significant changes. Significant changes constitute changes that may render the subdivision noncompliant with current design standards, such as road design, wildfire, or flood standards.
 - v. Consistency with adopted comprehensive planning documents, including but not limited to, the jurisdiction's growth policy, annexation policy, capital improvements plan, transportation plan, etc.
 - vi. Impacts to public health, safety and general welfare.
 - vii. Planning and provisions of public facilities and services in the vicinity of the subdivision and whether the requested extension conforms to those plans and provisions.
- (3) Prior to granting any extension of a preliminary plat approval for a minor subdivision, the governing body shall hold a public meeting noticed in accordance with the Miles City Code of Ordinances.
- (4) After the public meeting, the governing body shall determine the extent to which the request meets the criteria for extension, including whether or not any changes to the primary criteria impacts identified in the the original subdivision approval or any new information not previously considered exists that creates any new potentially significant adverse impacts that would support denial of the subdivision extension request.
- (5) Any mutually agreed-upon extension must be approved by resolution of the City Council, dated and signed by the Mayor or Council President and the subdivider or subdivider's agent.
- (6) After the application and preliminary plat are approved or conditionally approved, the governing body and its subdivisions may not impose any additional conditions as a prerequisite to final plat approval unless the preliminary plat approval expires,

at which time a new application shall be required, or if modifications to the preliminary plat are proposed by the subdivider.

- (7) The governing body may withdraw approval or conditional approval of an application and preliminary plat if it determines that information provided by the subdivider, and upon which the approval or conditional approval was based, is inaccurate.

8. *First minor subdivisions—amended applications.*

- (a) If the subdivider materially changes the subdivision application or preliminary plat after the sufficiency determination but before the governing body makes its decision, the subdivider shall submit the amended information to the subdivision administrator for review along with a letter agreeing to the suspension of the 35 working day review period. This subsection refers to substantial or material changes, and does not preclude the subdivider from proposing mitigation measures to the governing body that are intended to lessen or eliminate impacts, as discussed in subsection 21-15 A-6, above.
- (b) Within 10 working days of receipt of the amended information, the subdivision administrator shall determine whether the changes are material, as determined in subsection (f) below.
- (c) The 35 working day review period is suspended while the subdivision administrator considers the amended application or preliminary plat.
- (d) If the subdivision administrator determines the changes are not material, the 35 working day review period resumes when the subdivision administrator issues notice of the decision to the subdivider.
- (e) If the subdivision administrator determines the changes are material, within 5 calendar days of notification, the subdivider must submit a letter agreeing to the cancellation of the 35 working day review period if the subdivider wishes the changes to be considered. Within 15 working days of the determination, the subdivision administrator shall send an addendum (or update) to the original form or list of information required, given to the subdivider at the time of the pre-application meeting, reflecting the changes and requesting the information and any authorized fees needed to review the amended proposal. Upon the subdivision administrator's determination that the amended subdivision application is complete and sufficient for review, the first minor subdivision review process shall begin as detailed in subsection 21-15 A-4. In extreme cases, where three or more of the changes listed in subsection (f), below are proposed, the subdivision administrator may require the subdivider to schedule a new pre-application meeting and resubmit the application and preliminary plat as a new subdivision application.
- (f) The following changes, although not an exhaustive list, may be considered material:

- (1) Configuration or number of lots;
 - (2) Street or pedestrian/bicycle facilities;
 - (3) Water and/or wastewater treatment system proposals;
 - (4) Changes to park land or open spaces;
 - (5) Easement provisions;
 - (6) Designated access; or
 - (7) Changes to proposed covenants.
- (g) A subdivider whose subdivision application or preliminary plat has been deemed materially changed by the subdivision administrator may appeal the subdivision administrator's decision to the governing body within 10 working days. The subdivider may request a hearing, and may submit additional evidence to show that the changes are not material, subject to the following:
- (1) By appealing the decision of the subdivision administrator, the subdivider agrees to a suspension of the 35 working day review period.
 - (2) The 35 working day review period is suspended until the governing body decision on the appeal is made. If the governing body concludes that the evidence and information demonstrate that the changes are material, the provisions of subsection 21-15 A-8-e above take effect.
 - (3) If the governing body concludes that the evidence and information demonstrate that the changes are not material, the 35 working day review period resumes as of the date of the decision.
9. *First minor subdivision final plat.* The final plat must include the contents, and be submitted and reviewed in accordance with the appropriate requirements contained in subsection 21-14 B, final plats.

Sec. 21-16. Review procedures for major and subsequent minor subdivisions.

A. Subdivisions that qualify for major subdivision review³ are those divisions of land containing six or more lots or recreational vehicle or mobile home sites (major subdivisions),

³ The term "major subdivision review" refers to the distinction of major and subsequent minor subdivisions requiring Planning Board review, a public hearing(s), a longer review period (60 or 80 working days), and typically being subject to requirements not applicable to first minor subdivisions (e.g., preparation of an Environmental Assessment and parkland dedication).

or subdivisions of five or fewer lots or sites that do not otherwise qualify for review as first minor subdivisions under MCA 76-3-609 and Section 21-15 of these regulations because they are second or subsequent minor subdivisions.

1. *Major or subsequent minor subdivision review.* The pre-application process and initial review process set forth in Section 21-14, General Procedures, apply to this section.
2. *Subdivision application and preliminary plat submittal.* The subdivider shall submit to the Miles City Planning Department a subdivision application containing the materials identified in the pre-application meeting and in subsection 21-14 A-5.
3. *Major or subsequent minor subdivision review process.*
 - (a) *Time period for approval, conditional approval, or denial.* Within 60 working days or 80 working days for subdivisions containing 50 or more lots, the governing body shall approve, conditionally approve or deny the proposed subdivision according to subsection A-9 below unless the subdivider and the subdivision administrator agree to an extension or suspension of the review period, not to exceed one year, or a subsequent public hearing is held pursuant to subsection A-7 below.
 - (1) The review period begins the day the subdivision administrator notifies the subdivider or the subdivider's agent in writing that the subdivision application is sufficient for review.
 - (b) *Public agency, service provider, and utility review.*
 - (1) Review and comment by public agencies, service providers, or utilities may not delay the governing body's action on the subdivision application beyond the 60 or 80 working days review period. The subdivision administrator will make these comments available to the subdivider and to the general public upon request. If, during the review of the application, the subdivision administrator or the planning board contacts a public utility, agency, or other entity that was not included on the list provided during the pre-application meeting, the subdivision administrator shall notify the subdivider of the contact and the timeframe for response.
 - (2) As per MCA 76-3-608(9), if a federal or state governmental entity submits a written or oral comment or an opinion regarding wildlife, wildlife habitat, or the natural environment relating to a subdivision application for the purpose of assisting a governing body's review, the comment or opinion may be included in the governing body's written statement under MCA 76-3-620 only if the comment or opinion provides scientific information or a published study that supports the comment or opinion.
 - (3). A governmental entity that is or has been involved in an effort to acquire or assist others in acquiring an interest in the real property identified in the

subdivision application shall disclose that the entity has been involved in that effort prior to submitting a comment, an opinion, or information as provided in this subsection.

- (c) *Annexation.* When a proposed subdivision is also proposed to be annexed into the city, the governing body shall coordinate the subdivision review and annexation procedures to minimize duplication of hearings, reports, and other requirements whenever possible. *See MCA 76-3-601 and 605.*

4. *Public hearing and notice in general.*

- (a) *Hearing.* The planning board shall hold a public hearing on the subdivision application when a hearing is required by these regulations.

- (b) *Notice.*

- (1) The subdivision administrator shall give notice of the time, date and location of the hearing by publication in a newspaper of general circulation in the county not less than 15 calendar days prior to the date of the hearing.
- (2) At least 15 calendar days prior to the date of the hearing, the subdivision administrator shall give notice of the hearing by certified mail to the subdivider, the landowner if different from the subdivider, each adjoining landowner to the land included in the preliminary plat, and each purchaser under contract for deed of property immediately adjoining the land included in the preliminary plat.
- (3) At the discretion of the subdivision administrator, the subdivision administrator may also notify non-adjacent potentially affected parties of the proposal. Potentially affected parties include, but are not limited to, those landowners who share a private road or easement, irrigation facilities (delivery point, ditch, etc.), are within 150 feet of the subject property, across a watercourse, etc.
- (4) At least 15 calendar days prior to the date of the planning board hearing, the subdivider shall post a minimum of one notice at a conspicuous place on the site of the proposed subdivision. This notice shall be printed on laminated orange paper no smaller than 11" x 17" in size and be clearly visible from the most heavily traveled way(s) adjoining the property and include the information listed in subsection (5), below. It is the subdivider's obligation to maintain this information on the property until a determination has been made on the preliminary plat application.
- (5) At a minimum all notices shall include a general description of the property location, the legal description of the property, the number of lots or units proposed, the type of land use(s) proposed, a description of any variances requested, notification of where more information may be obtained, and the time, date and location of the hearing.

5. *Planning board hearing, consideration and recommendation.*

- (a) *Hearing.* After the subdivision application is deemed to have all the required elements and contain detailed, supporting information that is sufficient to allow for review, and the subdivision administrator has prepared a staff report, the planning board shall hold a public hearing on the subdivision application. The subdivision administrator's report to the planning board shall include:
1. Proposed findings of fact that consider the subdivision's compliance with and impact on the criteria described in these regulations and the MSPA;
 2. A description of any variance requests as well as the pertinent facts and conditions relating to the request, and a recommendation on the variance request;
 3. All public and agency comment received by the subdivision administrator. As a matter of practice all comments and documents regarding the subdivision shall be submitted in writing to the subdivision administrator prior to the public hearing on the subdivision to be made part of the staff report to the planning board. However, all comments and documents which are presented directly to the planning board at the public hearing shall be included in the public record;
 4. A recommendation for approval, conditional approval (including any recommended conditions and/or mitigation measures), or denial of the subdivision application and preliminary plat; and
 5. Any other information deemed pertinent by the subdivision administrator.
- (b) *Consideration—Standards.* In recommending approval, conditional approval or denial of the subdivision application and preliminary plat, the planning board shall base its recommendation on compliance of the subdivision application with the following:
- (1) These regulations, including but not limited to the standards set forth in Section 21-18;
 - (2) Applicable zoning regulations;
 - (3) The MSPA, including but not limited to MCA 76-3-608(3); and
 - (4) Other applicable regulations.
- (c) *Consideration—Evidence.* In recommending approval, conditional approval or denial of the subdivision application and preliminary plat, the planning board may consider, without limitation, the following (as applicable):

- (1) The subdivision application and preliminary plat;
 - (2) The environmental assessment;
 - (3) The summary of probable impacts and proposed mitigation;
 - (4) The growth policy;
 - (5) Information and testimony provided by potentially impacted parties, including that provided at the public hearing(s);
 - (6) Subdivision administrator's staff report and recommendation; and
 - (7) Any additional information authorized by law.
 - (8) The planning board is advised that water and sanitation information provided during the application review process, including public comment, may be used as a basis for a conditional approval or denial of a subdivision only if the governing body finds that information provided in the application or information submitted during public review indicates the proposal does not comply with previously adopted subdivision, zoning, floodplain or other regulations that the governing body has the authority to enforce.
- (d) *Written recommendation.* Within 10 working days after the public hearing, the subdivision administrator, working on behalf and with the consent of the planning board shall submit the following, in writing, to the subdivider and the governing body:
- (1) Planning board recommended findings of fact based on the evidence in subsection A-4-b-2 above, that discuss and consider the subdivision's compliance with and impact on the items listed in MCA 76-3-608(3);
 - (2) A recommendation for approval or denial of any requested variances;
 - (3) A recommendation for approval, conditional approval (including any recommended conditions and/or mitigation measures), or denial of the subdivision application and preliminary plat;
 - (4) Information and testimony provided by potentially impacted parties at or before the public hearing; and
 - (5) Any other information deemed pertinent by the planning board and subdivision administrator.
- (e) *Water and sanitation information.* The subdivision administrator shall collect public comment regarding the water and sanitation information required by the MSPA and

these regulations. The subdivision administrator shall forward all comments regarding water and sanitation to the governing body.

6. *Subdivider's preference for mitigation.*

- (a) No later than 2 working days before the meeting at which the governing body is to consider the subdivision application and preliminary plat, the subdivider is encouraged to submit in writing to the subdivision administrator the subdivider's comments on and responses to the planning board's recommendations as well as any proposed mitigation measures not already discussed with the planning board.
- (b) If the governing body determines the newly proposed mitigation measures to be material, the governing body shall either not consider the mitigation proposal or direct the subdivider to follow the procedures provided for under subsection 11 below, for Amended Applications.
- (c) If newly proposed mitigation measures are determined not material, the governing body will consult with the subdivider and will give due weight and consideration to the subdivider's expressed preference regarding mitigation prior to making the decision (MCA 76-3-608(5)(b)).

7. *Governing body meeting.*

- (a) After the planning board makes its recommendation, the governing body shall hold a public meeting on the subdivision application. When a proposed subdivision is also proposed to be annexed into the city, the governing body shall coordinate the subdivision review and annexation procedures to minimize duplication of hearings, reports, and other requirements whenever possible. *See* MCA 76-3-601 and 605.
- (b) The governing body will consider the preliminary plat application at a regularly scheduled meeting for which notice has been posted at least 2 working days prior to the meeting. At the meeting the public may provide testimony.
- (c) As a matter of practice, all comments and documents regarding the subdivision shall be submitted to the subdivision administrator prior to or at the planning board public hearing on the subdivision to be made a part of the record. However, if comments and documents are presented directly to the governing body at a public meeting, the proceedings shall not be voided, unless as provided below.
- (d) As per MCA 76-3-615, the governing body shall determine whether public comments and/or documents presented for consideration at the governing body's public meeting constitute either:
 - (1) Information or analysis of information that was presented at the planning board's public hearing on the subdivision application that the public has had a reasonable opportunity to examine and on which the public has had a reasonable

opportunity to comment, in which case the governing body shall proceed to its decision whether to approve, conditionally approve, or deny the proposed subdivision; or

- (2) New information or analysis of information regarding the subdivision application that has never been submitted as evidence or considered by the planning board at a hearing on the subdivision application, in which case the governing body shall proceed as set forth in subsection A-7 below.
- (e) If the governing body determines that public comments or documents presented at the meeting constitute new information or an analysis of information regarding the subdivision application that has never been submitted as evidence or considered by the planning board at the public hearing on the subdivision application, the governing body shall determine whether the public comments or documents are relevant or credible with regard to the governing body's decision, pursuant to subsections (f) and (g) below.
- (1) If the governing body determines the information or analysis of information is either not relevant or not credible, then the governing body shall approve, conditionally approve, or deny the proposed subdivision without basing its decision on the new information or analysis of information; or
 - (2) If the governing body determines the new information or analysis of information is relevant and credible, then the governing body shall direct the subdivision administrator to schedule a subsequent public hearing with the planning board pursuant to subsection A-8 below.
 - (3) At the subsequent hearing the planning board shall consider only the new information or analysis of information that may have an impact on the findings and conclusions that the governing body will rely upon in making its decision on the proposed subdivision.
- (f) New information or analysis of information is considered to be relevant if it may have an impact on the findings and conclusions that the governing body will rely upon in making its decision on the proposed subdivision.
- (g) New information or analysis of information is considered to be credible if it is based on one or more of the following:
- (1) Physical facts or evidence;
 - (2) Supported personal observations;
 - (3) Evidence provided by a person with professional competency in the subject matter; or

(4) Scientific data supported by documentation.

8. *Subsequent public hearing.*

(a) If a subsequent public hearing is held pursuant to subsection 7-e-2 above, it must be held within 45 calendar days of the governing body's determination to schedule a subsequent hearing. The planning board shall consider only the new information or analysis of information that may have an impact on the findings and conclusions that the governing body will rely upon in making its decision on the proposed subdivision.

(1) Notice of the time, date and location of the subsequent hearing shall be given by publication in a newspaper of general circulation in the county not less than 15 calendar days prior to the date of the subsequent hearing.

(2) At least 15 calendar days prior to the date of the subsequent hearing, notice of the subsequent hearing shall be given by certified mail to the subdivider, each adjoining landowner to the land included in the preliminary plat, and each purchaser under contract for deed of property immediately adjoining the land included in the preliminary plat.

(3) The governing body may require that notice be posted at a conspicuous place on the site of the proposed subdivision.

(b) If a subsequent public hearing is held, the 60 or 80 working day review period is suspended as of the date of the governing body's decision to schedule a subsequent hearing. After the subsequent hearing, the review period resumes at the governing body's next scheduled public meeting for which proper notice of the public meeting on the subdivision application can be provided. The governing body may not consider any information regarding the subdivision application that is presented after the hearing when making its decision to approve, conditionally approve, or deny the proposed subdivision.

9. *Governing body decision and documentation.*

(a) *Prerequisites to approval.* The governing body may not approve or conditionally approve a subdivision application and preliminary plat unless the proposed subdivision:

(1) Provides easements within and to the proposed subdivision for existing utilities and for the location and installation of any planned utilities;

(2) Provides legal and physical access to each parcel within the subdivision and the notation of that access on the applicable plat and any instrument of transfer concerning the parcel;

- (3) Assures that all required public or private improvements will be installed before final plat approval, or that their installation after final plat approval will be guaranteed as provided by subsection 21-14 B-7 of these regulations;
 - (4) Assures that the requirements of MCA 76-3-504(1)(j), regarding the disclosure and disposition of water rights as set forth in subsection 21-18 A-15 have been considered and will be accomplished before the final plat is filed;
 - (5) Assures that the requirements of MCA 76-3-504(1)(k) regarding watercourse and irrigation easements as set forth in subsection 21-18 A-14 have been considered and will be accomplished before the final plat is filed; and
 - (6) Provides for the appropriate park dedication or cash-in-lieu.
- (b) *Consideration—Standards.* In approving, conditionally approving, or denying a subdivision application and preliminary plat, the governing body shall consider subsection A-5-b above, and whether the proposed subdivision complies with:
- (1) These regulations, including, but not limited to, the design and improvement standards set forth in Section 21-18;
 - (2) Applicable zoning regulations;
 - (3) Other applicable regulations;
 - (4) The MSPA, including but not limited to the following impacts:
 - i. Impact on agriculture;
 - ii. Impact on agricultural water user facilities;
 - iii. Impact on local services;
 - iv. Impact on the natural environment;
 - v. Impact on wildlife;
 - vi. Impact on wildlife habitat; and
 - vii. Impact on public health and safety.
 - (5) Proposed mitigation.
- (c) *Consideration—Evidence.* In making its decision to approve, conditionally approve, or deny a proposed subdivision, the governing body may consider and weigh the following, as applicable:

- (1) The subdivision application and preliminary plat;
- (2) The environmental assessment;
- (3) The summary of probable impacts;
- (4) Proposed mitigation;
- (5) The growth policy;
- (6) Information and testimony provided by potentially impacted parties at or before the public hearing;
- (7) The planning board report and recommendations;
- (8) Comments, evidence and discussions at the governing body's meeting; and
- (9) Any additional information authorized by law.
- (10) Water and sanitation information provided during the application review process, including public comment, may be used as a basis for a conditional approval or denial of a subdivision only if the governing body finds that information provided in the application or information submitted during public review indicates the proposal does not comply with previously adopted subdivision, zoning, floodplain or other regulations that the governing body has the authority to enforce.
- (11) Notwithstanding the foregoing, the governing body may not consider any information regarding the subdivision application that is presented after the final public hearing (which may include a subsequent hearing if any) when making its decision to approve, conditionally approve, or deny the proposed subdivision.

(d) *Documentation of governing body decision.*

- (1) In rendering its decision to approve, conditionally approve, or deny the proposed subdivision, the governing body shall issue written findings of fact that discuss and weigh the proposed subdivision's compliance with the preceding subsections.
- (2) When the governing body denies or conditionally approves the proposed subdivision, it shall send the subdivider a written decision within 30 working days, with the appropriate signature, and make the letter available to the public. The letter shall:

- i. Contain information regarding the appeal process for the denial or imposition of conditions;
- ii. Identify the regulations and statutes that are used in reaching the decision to approve, deny, or impose conditions and explain how they apply to the decision;
- iii. Provide the facts and conclusions that the governing body relied upon in making its decision and reference documents, testimony, or other materials that form the basis of the decision;
- iv. Provide the conditions that apply to the preliminary plat approval and that must be satisfied before the final plat may be approved; and
- v. Set forth the time limit for final approval, pursuant to subsection B-8-f below.

(e) *Subdivision application and preliminary plat approval period.*

- (1) Upon approval or conditional approval of the preliminary plat, the governing body shall provide the subdivider with a dated and signed statement of approval. The approval shall be in force for not more than three calendar years or less than one calendar year.
- (2) At the end of this period the governing body may, at the request of the subdivider, extend its approval for a mutually agreed-upon period of time. Any mutually agreed-upon extension must be in writing and dated and signed by the members of the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension.
- (3) At the end of the approval period the governing body may, at the request of the subdivider, extend its approval for a mutually agreed-upon period of time, not to exceed 3 years. The governing body may issue more than one extension. *See* MCA 76-3-610. All requests for extensions shall consider the following criteria and the subdivider should provide appropriate supporting documentation, if any:
 - i. Progress to date in completing or demonstration and evidence of good faith efforts to satisfy the required conditions of preliminary plat approval.
 - ii. Duration of the required extension and the ability of the subdivider to meet the required conditions of preliminary plat approval within the requested extension period.
 - iii. Significant changes in the vicinity of the subdivision that have occurred or are planned to occur within the requested extension period and whether the preliminary plat conditions adequately mitigate the significant changes. Significant changes constitute changes that may render the subdivision noncompliant with current design standards, such as road design, wildfire, or flood standards.

- iv. Consistency with adopted comprehensive planning documents, including but not limited to, the jurisdiction's growth policy, annexation policy, capital improvements plan, transportation plan, etc.
 - v. Impacts to public health, safety and general welfare.
 - vi. Planning and provisions of public facilities and services in the vicinity of the subdivision and whether the requested extension conforms to those plans and provisions.
- (4) Prior to granting any extensions of preliminary plat approval for a major subdivision, the governing body shall hold a public hearing. Notice of the hearing must be given by publication in a newspaper of general circulation in the county not less than 15 days prior to the date of the hearing.
- (5) After the public hearing, the governing body shall determine the extent to which the request meets the criteria for extension, including whether or not any changes to the primary criteria impacts identified in the original subdivision approval or any new information not previously considered exists that creates any new potentially significant adverse impacts that would support denial of the subdivision extension request.
- (6) Except as provided in MCA 76-3-507, after the application and preliminary plat are approved, the governing body and its subdivisions may not impose any additional conditions as a prerequisite to final plat approval if the approval is obtained within the original or extended approval period as provided in subsection 3 above.
- (7) The governing body may withdraw approval or conditional approval of an application and preliminary plat if it determines that information provided by the subdivider, and upon which the approval or conditional approval was based, is inaccurate.

11. Major and subsequent minor subdivisions—amended applications.

- (a) If the subdivider changes the subdivision application or preliminary plat after the subdivision administrator makes a determination of sufficiency pursuant to subsection 21-14 A-8 but before the planning board public hearing, the subdivider shall submit the amended information to the subdivision administrator for review.
- (1) Within 10 working days of receiving the amended information, the subdivision administrator shall determine whether the changes are material, pursuant to subsection (d) below.
- (2) The 60 or 80 working day review period is suspended and public hearing is postponed (if necessary) while the subdivision administrator considers whether the changes to the subdivision application or preliminary plat are material.

- (3) If the subdivision administrator determines the changes are not material, the 60 or 80 working day review period resumes when the subdivision administrator issues notice of the decision to the subdivider.
 - (4) If the subdivision administrator determines the changes are material, within 5 calendar days of notification, the subdivider must submit a letter agreeing to the cancellation of the 60 or 80 working day review period if the subdivider wishes the changes to be considered. Within 15 working days of the determination, the subdivision administrator shall send an addendum (or update) to the original form or list of information required, given to the subdivider at the time of the pre-application meeting, reflecting the changes and requesting the information and any authorized fees needed to review the amended proposal. Upon the subdivision administrator's determination that the amended subdivision application is complete and sufficient for review, the major or subsequent minor subdivision review process shall begin as detailed in subsection 21-16(a)(3). In extreme cases, where three or more of the changes listed in subsection (d) below are proposed, the subdivision administrator may require the subdivider to schedule a new pre-application meeting and resubmit the application and preliminary plat as a new subdivision application.
- (b) Except as provided in subsection 21-16 A-6 above, *Subdivider's Preference for Mitigation*, if the subdivider submits additional or modified information after the planning board's public hearing but before the governing body meeting:
- (1) Within 5 working days of receipt of the additional or modified information, the subdivision administrator shall determine whether the changes are material pursuant to subsection (d) below.
 - (2) The 60 or 80 working day review period is suspended while the subdivision administrator considers whether the changes are material.
 - (3) If the subdivision administrator determines the changes are not material, the 60 or 80 working day review period resumes when the subdivision administrator issues notice of the decision to the subdivider.
 - (4) If the subdivision administrator determines the changes are material, the subdivision administrator shall either:
 - i. In extreme cases, where three or more of the changes listed in subsection(d) below are proposed, require the subdivider to begin the subdivision review process again, starting with the pre-application meeting, and require payment of a new application fee; or
 - ii. Schedule a new planning board public hearing to take comment on the additional or modified information. Public notice shall be published, mailed and posted as provided as set forth in subsection 21-16.A.4.(b)above. A

supplemental staff report shall be prepared to address the changes to the original application.

- (5) If a new planning board hearing is held pursuant to subsection 4-ii above, the 60 or 80 working day review period is suspended for the time period between notice of the subdivision administrator's determination and 10 working days after the date of the second planning board hearing.
- (c) By making changes to a pending subdivision application or preliminary plat, the subdivider consents to suspension of the review period as provided in subsections A-11-a-2 and A-11-b-2 above.
 - (d) The following changes, although not an exhaustive list, may be considered material:
 - (1) Configuration or number of lots;
 - (2) Street or pedestrian/bicycle facilities;
 - (3) Water and/or wastewater treatment system proposals;
 - (4) Changes to park land or open spaces;
 - (5) Easement provisions;
 - (6) Designated access; or
 - (7) Changes to proposed covenants.
 - (e) A subdivider whose subdivision application or preliminary plat has been deemed materially changed by the subdivision administrator may appeal the subdivision administrator's decision to the governing body by written notice within 10 working days. The subdivider may request a hearing, and may submit additional evidence to show that the changes are not material.
 - (1) By appealing the decision of the subdivision administrator, the subdivider agrees to a suspension of the 60 or 80 working day review period.
 - (2) The 60 or 80 working day review period is suspended until the governing body decision on the appeal is made.
 - (3) If the governing body concludes that the evidence and information demonstrate that the changes are material, the governing body shall determine whether the subdivision application should be resubmitted or scheduled for an additional hearing (rehearing) in front of the planning board.

- (4) If the governing body concludes that the evidence and information demonstrate that the changes are not material, the 60 or 80 working day review period resumes as of the date of the decision.

B. *Major final plats.* The final plat must have the contents, and be submitted and reviewed in accordance with the appropriate requirements contained in subsection 21-14 B, final plats.

Sec. 21-17. Divisions and aggregations of land exempt from subdivision review.

A. *Exemptions, generally.* The MSPA provides that certain divisions of land are exempt from local subdivision review and approval, unless the use of the exemption is an attempt to evade the MSPA. The exemptions are found in Part 2 of Title 76, Chapter 3, MCA. Subdivision regulations, must, at a minimum, establish criteria that the governing body or reviewing authority will use to determine whether a proposed methods of disposition, using the exemptions provided in MCA 76-3-201 or 76-3-207, are attempts to evade comprehensive subdivision review.

B. *General Procedures.*

- (1) Any person seeking exemption from the requirements of the MSPA shall submit to the subdivision administrator a certificate of survey or, where a survey is not required, an instrument of conveyance and evidence of, and an affidavit affirming entitlement to the claimed exemption.
- (2) When a certificate of survey, instrument of conveyance, and/or affidavit are submitted, the subdivision administrator shall cause the documents to be reviewed by the designated agents of the governing body (e.g., subdivision administrator, city sanitarian, zoning administrator, city attorney). The agents shall review the proposed use of the exemptions within 30 calendar days of submittal to determine whether it complies with the requirements set forth in this section, the MSPA, and the Montana Sanitation in Subdivisions Act.
- (3) If the designated agents find that the proposed use of the exemption complies with the statutes and these criteria, after appropriate review of the survey by the examining land surveyor (if required by the subdivision administrator or county clerk and recorder) and when all appropriate signatures are in place, they shall advise the Custer County Clerk and Recorder to file the certificate of survey or record the instrument of conveyance and accompanying documents. If the agents find the proposed use of the exemption does not comply with the statutes and the criteria in this section, the subdivision administrator shall advise the clerk and recorder to not file or record the documents and return the documents to the landowner.
- (4) Any person whose proposed use of exemption has been denied by the designated agents may appeal the agents' decision to the governing body. The person may request a hearing, and may submit additional evidence to show that the use of the exemption in

question is appropriate and not intended to evade the MSPA, and, thereby overcome any presumption of evasion. If the governing body concludes that the evidence and information overcomes the presumption that the exemption is being invoked to evade the MSPA or is otherwise appropriate, they may authorize the use of the exemption in writing. A certificate of survey claiming such an exemption from subdivision review, which otherwise is in proper form, may be filed (or an instrument of conveyance recorded) if it is accompanied by written authorization of the governing body.

(a) If the use of an exemption is denied, the landowner may submit a subdivision application for the proposed land division.

5. *Advisory Examination.* Landowners or their representatives are encouraged to meet with the city's designated agents to discuss whether a proposed land division or use of an exemption is in compliance with these criteria.
6. The governing body and its agents, when determining whether an exemption is claimed for the purpose of evading the MSPA, shall consider all of the surrounding circumstances. These circumstances may include but are not limited to: the nature of the claimant's business, the prior history of the particular tract in question, the proposed configuration of the tracts if the proposed exempt transaction(s) is completed, and any pattern of exempt transactions that will result in the equivalent of a subdivision without local government review. (State ex rel. Dreher v. Fuller, 50 St. Rpt. 454, 1993)
7. Exempt divisions of land that would result in a pattern of development equivalent to a subdivision may be presumed to be adopted for purposes of evading the MSPA based on the surrounding circumstances in subsection 21-17 B-6, above.
8. All parcels and the use of all parcels created or amended through the use of an exemption shall comply with the zoning regulations. This does not allow the City of Miles City to require lots resulting from exempt divisions to comply with Section 21-18, *Design and improvement standards*, unless the exemption seeks to alter a lot that was subject to the design and improvement standards of the subdivision regulations during subdivision review.
9. To exempt divisions and/or remaining parcels of land resulting from the exemptions in MCA 76-3-207 from the survey requirements of MCA 76-3-401, the parcel(s) must be able to be described as a 1/32 or larger aliquot part of a United States Government section.
10. Subject to the following, a division of land exempt from subdivision review by MCA 76-3-207 (a gift or sale to a member of the immediate family, exemption for agricultural purposes, or relocation of common boundaries) may not be made unless the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be divided have been paid.

- a. If a division of land includes centrally assessed property and the property taxes applicable to the division of land are not specifically identified in the tax assessment, the department of revenue shall prorate the taxes applicable to the land being divided on a reasonable basis. The owner of the centrally assessed property shall ensure that the prorated real property taxes and special assessments are paid on the land being sold before the division of land is made.
- b. The county treasurer may accept the amount of the tax prorated pursuant to the above subsection 10-a as a partial payment of the total tax that is due.

C. *Specific Exemptions.*

(1) A gift or sale to a member of the immediate family (MCA 76-3-207(1)(b)).

- (a) *Statement of Intent.* The intention of this exemption is to allow a landowner to convey one parcel to each of member of the immediate family without local subdivision review. A single parcel may be conveyed to each member of the immediate family under this exemption in each county where the landowner owns property.
- (b) Immediate family means a spouse, children by blood or adoption, and parents of the grantor.
- (c) Filing of any certificate of survey (or recording of an instrument of conveyance) that would use this exemption to create a parcel for conveyance to a family member must show the name of the grantee, relationship to the landowner, and the parcel to be conveyed under this exemption, and the landowner's certification of compliance.
- (d) The certificate of survey or instrument of conveyance shall be accompanied by a deed or other conveying document.
- (e) One conveyance of a parcel to each member of the landowner's immediate family is eligible for exemption from subdivision review under this subsection. However, the use of the exemption may not create more than one remaining parcel of less than 160 acres.
- (f) Any proposed use of family conveyance exemption to divide a tract that was created through use of an exemption will be presumed to be adopted for purposes of evading the MSPA. This presumption is in effect regardless of previous ownership of the tracts and pertains to remaining tracts of less than 160 acres as well as to those tracts that were created through the exemptions.
- (g) The use of the family conveyance exemption to divide tracts that were created as part of an overall development plan with such characteristics as common roads, utility easements, restrictive covenants, open space or common marketing or

promotional plan shall constitute a rebuttable presumption that the use of the exemption is adopted for purposes of evading the Act.

- (h) Owners of the newly created parcel(s) may be required to waive their right to sell their parcel(s) for a period of two years from the date of document recordation unless otherwise permitted by the governing body.

(2) Exemption for agricultural purposes (MCA 76-3-207(1)(c)).

- (a) *Statement of Intent.* The intention of this exemption is to allow a landowner to create a parcel without local review where the parcel will be used only for production of livestock or agricultural crops and where no residential, commercial or industrial buildings will be built.

- (b) *Agricultural purpose.* For purposes of these evasion criteria, agricultural purpose means the use of land for raising crops or livestock, or for the preservation of open space, and specifically excludes residential structures and facilities for commercially processing agricultural products. The parcel must meet Montana Department of Revenue criteria for agricultural land valuation. Agricultural lands are exempt from review by the MDEQ, provided the applicable exemption is properly invoked by the property owner.

- (c) The following conditions must be met or the use of the exemption will be presumed to have been adopted for the purposes of evading the MSPA:

- (1) The parties to the transaction must enter into a covenant running with the land and revocable only by mutual consent of the governing body and the property owner that the divided land will be used exclusively for agricultural purposes or open space. The covenant must be signed by the property owner, the buyer or lessee and the governing body;

- (2) The landowner must demonstrate that the planned use of the exempted parcel is for agricultural purposes and that no residential, commercial or industrial buildings will be built (e.g., a statement signed by the buyer);

- (3) Any change in use of the land for anything other than agricultural purposes subjects the parcel to review as a minor subdivision;

- (4) Residential, commercial and industrial structures, including facilities for commercial processing of agricultural products are excluded uses on parcels created under this exemption unless the covenant is revoked.

(3) Relocation of common boundaries and aggregation of lots (76-3-207(1)(a), (d),(e), and (f)).

- (a) *Statement of Intent.* The intended purpose of this exemption is to allow a change in the location of one or more boundary line between parcels and to allow transfer of the land without subdivision review.
 - (b) Certificates of survey, or amended plats for those altering platted subdivisions, claiming one of these exemptions must clearly distinguish between the existing boundary location and the new boundary. This shall be accomplished by showing the existing boundary with a dashed line and the new relocated boundary with a solid line. The appropriate certification set forth in ARM 24.183.1104(1)(f) must be included on the certificate of survey or amended plat.
 - (c) When presented to the county clerk and recorder for filing, certificates of survey or amended plats showing the relocation of common boundary lines or aggregation of lots must be accompanied by a quit claim or warranty deed or recordable agreement from adjoining property owners for the entire newly described parcel(s) or that portion of the tract(s) being affected.
 - (d) If the relocation of common boundaries would result in the permanent creation of an additional parcel of land, the division of land must be reviewed as a subdivision.
 - (e) If a change is made to a platted subdivision which results in a redesign or rearrangement of six or more lots in a platted subdivision, the division of land must be reviewed as a major subdivision.
 - (f) The use of the boundary line exemption will be presumed to have been adopted for the purpose of evading the MSPA if the proposed relocation results in a parcel of less than 160 acres which, prior to the relocation included more than 160 acres.
- (4) **Exemption to provide security for a construction mortgage, lien or trust indenture (MCA 76-3-201(1)(b)).**
- (a) *Statement of Intent.* Under policies by many lending institutions and federal home loan guaranty programs, a landowner who is buying a tract with financing or through a contract for deed is required to hold title to the specific site on which the residence will be built. The intended purpose of this exemption is to allow a landowner who is buying a tract using financing or contract for deed to segregate a smaller parcel from the tract for security for financing construction of a home on the property. This exemption is not available to simply create a parcel without review by claiming that the parcel will be used for security to finance construction of a home or other structure on the proposed lot. This exemption may not be properly invoked unless:
 - (1) the claimant is purchasing a larger tract through financing or a contract for deed (and thus does not hold title), and;

- (2) a lending institution requires the landowner to hold title to a smaller parcel of the tract because the smaller tract is required as security for a building construction loan.
- (b) These regulations do not require a certificate of survey or amended plat to invoke the use of the exemption claimed under MCA 76-3-201(1)(b). Surveys for this exemption are at the discretion of the claimants, lending institutions, surveyors, etc., but are encouraged to provide proper legal descriptions in the event of default of the lien and creation of the tract(s).
- (c) If a parcel of land divided by this exemption was conveyed by the landowner to another party without foreclosure prior to October 1, 2003, the remaining parcel may be conveyed without subdivision review. MCA 76-3-201(4)
- (d) When this exemption is to be used, the landowner shall submit with the affidavit affirming entitlement to the claimed exemption to the subdivision administrator:
 - (1) A statement of how many parcels within the original tract will be created by use of the exemption;
 - (2) The deed, trust indenture or mortgage for the exempt parcel (which states that the tract of land is being created only to secure a construction mortgage, lien or trust indenture);
 - (3) A statement explaining who will have title to and possession of the balance of the original parcel after title to the exempted parcel is conveyed; and
 - (4) A signed statement from a lending institution that the creation of the exempted parcel is necessary to secure a construction loan for buildings or other improvements on the parcel.
- (e) The use of this exemption is presumed to have been adopted for the purpose of evading the Act if:
 - (1) It will create more than one building site;
 - (2) The financing is not for construction on the exempted parcel;
 - (3) The person named in the statement explaining who would have possession of the remainder parcel if title to the exempted parcel is conveyed is anyone other than the borrower of funds for construction;
 - (4) Title to the exempted parcel will not be initially obtained by the lending institution if foreclosure occurs; or

(5) It appears that the principal reason the parcel is being created is to create a building site and using the parcel to secure a construction loan is a secondary purpose.

(5) **Court ordered divisions** (MCA 76-3-201(1)(a)).

(a) *Statement of intent.* The intended purpose of this exemption is to provide for divisions of land created by order of any court of record in this state or by operation of law or that, in the absence of agreement between the parties to the sale, could be created by an order of any court in this state pursuant to the law of eminent domain, Title 70, chapter 30.

(b) Pursuant to MCA 76-3-201(2), before a court of record orders a division of land, the court shall notify the governing body of the pending division and allow the governing body to present written comments on the subdivision.

(6) **Remaining Parcels of Land.**

(a) *Statement of Intent.* A remaining parcel of land is only that portion of the original tract that is left following the segregation of other parcels from the tract created by the following exemptions from the MSPA:

(1) A gift or sale to a member of the immediate family (subsection C-1 above);

(2) Exemption for agricultural purposes (subsection C-2 above).

i. To exempt these remaining parcels of land from the survey requirements of MCA 76-3-401, the parcels must be able to be described as a 1/32 or larger aliquot part of a United States Government section.

ii. A landowner claiming that a parcel is a remaining parcel must present evidence that the parcel is in fact intended to be retained and is not to be transferred. Examples of such evidence include the existence of the landowner's residence on the parcel and building plans for a structure to be built by or for the landowner.

(7) **Condominiums, Townhomes, or Townhouses** (MCA 76-3-203).

(a) *Statement of Intent.* Generally condominiums, townhomes, or townhouses, as those terms are defined in MCA 70-23-102 are subject to review as subdivisions as described in the MSPA, but under certain circumstances they may be exempt from review pursuant to MCA 76-3-203.

(b) *Exemption.* Condominiums, townhomes, or townhouses, as those terms are defined in MCA 70-23-102 constructed on lots within the incorporated city limits of the City

of Miles City are exempt from subdivision review if the condominium, townhome, or townhouse proposal is in conformance with all applicable zoning regulations.

- (c) To use the exemption, the Declaration of Unit Ownership must include an exhibit containing certification from the City of Miles City that the condominiums are exempt from review under MCA 76-3-203 (*See* MCA 70-23-301). Only the City of Miles City has the authority to determine whether a division of land is exempt from subdivision review. The act of recording a condominium declaration does not establish the declaration's validity simply because the county clerk and recorder's office accepted and recorded it.
- (d) To obtain City of Miles City certification that the condominiums, townhomes, or townhouses are exempt from review as a subdivision, the person seeking the use of the exemption shall submit evidence of and an affidavit affirming entitlement to the exemption to the subdivision administrator, who shall cause the documents to be reviewed by the designated agents.
- (e) Within 30 working days of the receipt of the affidavit and evidence, the designated agents shall render a decision certifying or denying the use of the exemption.
- (f) If the designated agents deny the use of the exemption, the person seeking the use of the exemption may appeal the decision to the governing body under subsection 21-17 B-4

(8) Exemptions not requiring action by the City of Miles City:

- (a) A division of land created by lease or rental of contiguous airport-related land owned by a city, a county, the state, or a municipal or regional airport authority is not subject to the subdivision review requirements of this chapter or the MSPA, provided that the lease or rental is for onsite weather or air navigation facilities, the manufacture, maintenance, and storage of aircraft, or air carrier-related activities. [*See* MCA 76-3-205(1)]
- (b) A division of state-owned land is not subject to the subdivision review requirements of this chapter or the MSPA unless the division creates a second or subsequent parcel from a single tract for sale, rent, or lease for residential purposes after July 1, 1974. [*See* MCA 76-3-205(2)]
- (c) Subdivision review requirements of these regulations and the MSPA do not apply to deeds, contracts, leases, or other conveyances which were executed prior to July 1, 1974. [*See* MCA 76-3-206]
- (d) Instruments of transfer of land which is acquired for state highways may refer by parcel and project number to state highway plans which have been recorded in compliance with MCA 60-2-209 and are exempted from the surveying and platting requirements of the MSPA and these regulations. If such parcels are not shown on

highway plans of record, instruments of transfer of such parcels shall be accompanied by and refer to appropriate certificates of survey and plats when presented for recording. A survey or plat for the recordation of an instrument transferring title to a remainder that was created when the state obtained property for a highway right-of-way is not required. 44 A.G. Op. 25 (1992)

(e) The following divisions in MCA 76-3-201 not previously included in this section:

- (1) A division of land that creates an interest in oil, gas, minerals, or water that is severed from the surface ownership of real property;
- (2) A division of land that creates cemetery lots;
- (3) A division of land that is created by the reservation of a life estate;
- (4) A division of land that is created by lease or rental for farming and agricultural purposes;
- (5) A division of land that is in a location over which the state does not have jurisdiction; and
- (6) A division of land that is created for rights-of-way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of the MSPA and these regulations.

Sec. 21-18. Design and improvement standards.

(a) All subdivisions approved by the governing body must comply with the provisions of this section; except where granted a variance pursuant to subsection 21-22 A, Variances. The governing body may not grant variances from the provisions of subsection (4), floodplain provisions, below. For planned unit developments, subdivisions created by rent or lease, and condominiums, refer to Sections 21-19, 21-20 and 21-21 of these regulations.

1. ***Conformance with regulations.*** The design and development of a subdivision must conform with any applicable zoning or other regulations.
2. ***Natural environment.*** The design and development of subdivisions must provide satisfactory building sites which are properly related to topography, and must, to the extent possible, preserve the natural terrain, natural drainage, existing topsoil, trees and natural vegetation.
3. ***Lands unsuitable for subdivision.*** The governing body may find land to be unsuitable for subdivision because of potential natural or human caused hazards such as flooding, snow avalanches, rock falls, landslides, adverse soil types, steep slopes in excess of 25 percent, high potential for wildfire, subsidence, high water table, polluted or non-potable

water supply, high voltage lines, high pressure gas lines, aircraft or vehicular traffic hazards or congestion, or severe toxic or hazardous waste exposure; or because of unreasonable burdens on the general public such as requirements for the excessive expenditure of public funds, environmental degradation, or other features which may be detrimental to the health, safety, or general welfare of existing or future residents. These lands must not be subdivided for building or residential purposes unless the hazards are eliminated or will be mitigated by approved design and construction plans.

4. ***Floodplain provisions.*** Land located in the floodway of a 100-year flood event as defined by MCA Title 76, Chapter 5, or other land determined by the governing body to be subject to flooding may not be subdivided for building or residential purposes or other uses that may increase or aggravate flood hazards to life, health or welfare, or that may be prohibited by state or local floodplain or floodway regulations.

(a) If any portion of a proposed subdivision is within 2,000 horizontal feet and 20 vertical feet of a live stream draining an area of 25 square miles or more, and no official floodway delineation or floodway studies of the stream have been made, the subdivider shall provide in detail to the Floodplain Management Section of the Water Resources Division of the Montana Department of Natural Resources and Conservation (DNRC), a flood hazard evaluation, including the calculated 100-year frequency water surface elevations and the 100-year floodplain boundaries. This detailed evaluation must be performed by a licensed professional engineer experienced in this field of work. The evaluation must follow the "guidelines for obtaining 100-year flood elevations in Approximate Zone A or unmapped areas" which may be obtained from the DNRC.

(b) The subdivider shall be responsible to solicit comment on the detailed floodplain evaluation from the DNRC and if required obtain a floodplain delineation for the subject property reviewed and approved by the DNRC and the Miles City floodplain administrator which shall be submitted to the subdivision administrator along with the preliminary plat application.

(c) The above requirement is waived if the subdivider contacts the water resources division and that agency states in writing that available data indicate that the proposed subdivision is not in a flood hazard area. However, the DNRC may require additional information following the above guidelines to ensure there are no flood hazards.

5. ***Improvement design.*** Engineering and survey plans, specifications, and reports required in connection with public improvements and other elements of the subdivision application required by the governing body must be prepared by a professional engineer or a professional land surveyor as their respective licensing laws allow in accordance with the MSPA and these regulations.

6. **Lots.** Each lot intended for building purposes must contain a satisfactory building site and conform to health board regulations, applicable zoning regulations, and these regulations.

- (a) No single lot may be divided by a municipal or county boundary line.
- (b) No single lot may be divided by a public or private road, alley or utility right-of-way or easement.
- (c) Each lot must abut and have access to a public or private street or road. Alleys may not be used to provide the primary means of access to a lot.
- (d) Corner lots must have driveway access to the same street or road as interior lots.
- (e) Corner lots must be of sufficient area to provide acceptable visibility for traffic safety.
- (f) No lot may have an average depth greater than three times its average width.
- (g) Side lot lines must be at substantially right angles to street or road lines and radial to curved street or road lines.
- (h) Through lots are prohibited except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography or orientation.

7. **Blocks.**

- (a) Blocks must be designed to assure traffic safety and ease of traffic control and circulation, to accommodate the special needs of the use contemplated, and to take advantage of the limitations and opportunities of the topography.
- (b) Unless impractical, block length must not be more than 1,600 feet.
- (c) Blocks must be wide enough to allow for two tiers of lots except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation or unless the governing body approves the design of irregularly shaped blocks indented by cul-de-sacs.
- (d) Rights-of-way for pedestrian walks, not less than 10 feet wide, must be required where deemed essential to provide circulation or safe access to schools, playgrounds, shopping, transportation and other community facilities.

8. **Streets.**

- (a) *General design.*

- (1) The arrangement, type, extent, width, grade, materials, and location of all streets shall be considered in their relation to existing and planned streets, topographical conditions, maintenance considerations, the delivery of emergency services, public convenience and safety, and the proposed uses of the land to be served by them.
- (2) *Relation to subdivided areas.* The subdivider shall arrange the streets to provide for the continuation of streets between adjacent parcels when such continuation is necessary for the convenient movement of traffic, effective provision of emergency services, and the efficient provision of utility easements.
- (3) *Relation to adjoining lands.* Developing subdivisions shall provide access and utility easements to adjoining lands when access to those lands must pass through the subdivision. The subdivider shall provide legal rights-of-way and the access must be constructed in accordance with these standards.
- (4) *Separation of through and local traffic.* Where a subdivision abuts or contains an existing or proposed arterial or collector street, the subdivider may be required to provide frontage access, reverse frontage access with a reservation prohibiting access along the rear property line, with screen planting or other such treatment as may be necessary for the protection of residential properties and to afford separation of through and local traffic.
- (5) *Distance between parallel rights-of-way.* Where a subdivision borders on or contains a railroad, limited access highway, canal, ditch, or stream right-of-way, the subdivider may be required to provide a street approximately parallel to such right-of-way at a distance suitable to allow for appropriate use of the intervening land. When a proposed internal road is parallel to a highway right-of-way, a reasonable distance between the two must be established by the subdivider in consultation with adjacent landowners, and approved by the governing body. Such distances shall be determined with regard for the requirements of approach grades and future grades.
- (6) *Dead-end streets.* No dead-end streets shall be permitted without an approved turnaround. Where streets terminate, the developer shall provide either a cul-de-sac or "T" turnaround at the terminus. Where it is planned that a dead-end street will be extended in the future, a temporary cul-de-sac or "T" turn-around shall be provided. Cul-de-sacs and "T" turnarounds must also conform to the design specifications in *Table 1* and *Figure 2* below..
- (7) *Half-streets.* Half-streets are prohibited except when they are essential to the development of the subdivision and when the governing body is satisfied that the other half of the street will be dedicated to the public when the adjoining property is subdivided. When an existing half street is adjacent to a tract to be

subdivided, the other half of the street must be platted within the new subdivision.

- (8) *Second or emergency access.* To facilitate access by emergency vehicles and to allow an escape route for residents in emergency situations, the subdivider shall provide a second access in major subdivisions and all subdivisions located in high fire hazard areas.
 - (9) *Streets design standards.* The design standards contained in these regulations shall apply to all safety standards, construction, reconstruction, and paving of:
 - i. Streets by easement;
 - ii. Streets dedicated to the public;
 - iii. City streets/alleys;
 - iv. Streets within any special improvement districts.
 - (10) *Street dedication and easements.* All streets serving a proposed subdivision or neighboring lands shall be dedicated to the public or shall have easements providing for public access.
- (b) *Street maintenance.* Street maintenance shall include, but is not limited to: sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal, the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and replacement of not more than six feet of sidewalk in any 100-foot portion of sidewalk.
- (c) *Drainage channels and waterways.* Bridges and culverts shall be provided and installed by the subdivider where drainage channels and waterways intersect any street right-of-way or approach. Bridges and culverts shall be appropriately sized in accordance with the drainage area. Bridges and culverts shall be designed by a registered engineer. Bridges shall be constructed to HS25 load standards and shall be the same width as the street. Guard rails shall also be installed. All bridge installations shall be approved by the Miles City Planning Department, which may consult with other departments or contracted agents to ensure adequacy.
- (d) *Intersections.* The following requirements shall apply to street intersections:
- (1) The intersection of more than two streets at one point shall be avoided, except as described in subsection d-3 below.

- (2) Streets shall be laid out so as to intersect as nearly as possible at right angles. No street shall intersect any other street at less than a 75 degree angle.
 - (3) Two streets meeting a third street from opposite sides shall meet at the same point or their centerlines shall be offset by a minimum of 125 feet for local streets and 300 feet for arterials or collectors.
 - (4) Any street, which intersects a paved street, shall be paved for a minimum of 30 feet from the paved street.
 - (5) Intersection design shall conform to the specifications in *Table 1* below.
 - (6) Intersection design must provide acceptable visibility for traffic safety as dictated by the designed operating speeds on the individual streets.
 - (7) Hilltop intersections are prohibited, except where no alternatives exist. Intersections on arterial and collector streets within 200 feet of a hilltop are prohibited.
 - (8) Maximum grade of approaches to major highways, arterials, and major collectors must not exceed 2 percent or the applicable jurisdiction's standards, whichever is stricter.
- (e) *Street names.* New streets aligned with existing streets shall have the same name as the existing street. All street names must be approved by the governing body.
- (f) *Street signs.* All traffic signs shall be installed by the subdivider. Traffic signs shall be of the size, shape, height, and placement in accordance with the Manual of Uniform Traffic Control Devices. Traffic sign plans shall be approved by the Planning Department, which may consult with other departments or contracted agents to ensure adequacy.
- (g) *Addressing.* All subdivisions shall conform to the Miles City addressing system requirements. All street intersection and address number signs shall be installed by the subdivider. The addressing plan shall be approved by the Planning Department, which may consult with other departments or contracted agents to ensure adequacy.
- (h) *Street-Related Improvements.*
- (1) All street improvements including pavement, curbs, gutters, sidewalks, utilities, and drainage must be constructed in accordance with the specifications and standards prescribed in these regulations, using materials approved by the governing body.

- (2) Street subgrades must be free of topsoil, sod, vegetation or organic matter, soft clay, or other substandard materials. Subgrades must be properly rolled, shaped and compacted and subject to approval by the governing body.
- (3) Streets must be designed to ensure proper drainage, including but not limited to surface crown, culverts, curbs and gutters, drainage swales and storm drains.
- (4) Where access from a public street to the subdivision will cross properties not owned by the subdivider, the subdivider must obtain easements, at least 60 feet wide, from each property owner or the appropriate administrator of public lands. Each easement must allow construction and perpetual maintenance of a street accessing the property and allow vehicular travel on the street.
 - i. Adequate and appropriate easements must be granted by each property owner through a signed and notarized document that grants the easement in conformance with the design.
 - ii. The location of any street easement must be shown on the plat or on a supplemental map. The existence of easements must be noted on the face of the final plat and on any deeds or other instruments conveying lots within the subdivision.
- (5) Existing trees and other vegetation must be preserved whenever possible. Plantings may be required for buffering, screening, or soil erosion protection and are subject to approval by the governing body.
- (6) Street light installation may be required by the governing body on all streets within the subdivision or may be included as part of the public improvements agreement.
- (7) If postal service will not be provided to each individual lot within the subdivision, the subdivider must provide an off-street area for mail delivery within the subdivision in cooperation with the United States Post Office. Responsibility for maintenance of the area and postal facilities shall be included as part of the maintenance agreement for the streets or other maintenance agreement.
- (8) *Primary access standards.* All off-site and on-site streets providing primary access to the proposed subdivision and subdivision lots shall meet the standards in Table 1. The governing body shall approve all street designs and plans.
- (9) Right-of-way width and respective design and construction standards shall apply.
- (10) Primary access streets shall be dedicated to the public, or shall have a public easement which meets the criteria of these regulations.

- (11) When necessary to provide proper legal and physical access to the subdivision and subdivision lots, the subdivider shall be responsible for bringing all primary access streets which serve the subdivision up to the standards.
- (12) The subdivider may be required to pave all or parts of the primary access street network if the subdivision increases the traffic burden on the primary access street network to 100 or more vehicle trips per 24 hour period. Paving shall conform to respective paving standards.

TABLE 1
STREET DESIGN STANDARDS

Design Criteria/Street Type	Arterial	Major Collector	Minor Collector	Minor Street	Local Street	Alley
Average Daily Traffic (ADT) in 24-hr period	1,001 +	301-1000	101-300	21-100	1-20	N/A
Minimum right-of-way or easement width	80 ft.	60 ft.	60 ft.	50 ft.	40 ft.	30 ft.
Minimum street surface width	30 ft.	28 ft.	26 ft.	26 ft.	20 ft.	12 ft.
Centerline radius on curves	400 ft.	300 ft.	150 ft.	100 ft.	100 ft.	75 ft.
Tangent length between reverse curves	300 ft.	200 ft.	100 ft.	100 ft.	50 ft.	50 ft.
Stopping site distance	300 ft.	300 ft.	300 ft.	300 ft.	150 ft.	100 ft.
Minimum angle of intersecting centerlines	75°	75°	75°	75°	75°	75°
Curb radius at intersections	25 ft.	25 ft.	25 ft.	15 ft.	15 ft.	15 ft.
Maximum length of cul-de-sac	n/a	n/a	750 ft.	750 ft.	600 ft.	n/a
Maximum street grade	5%	6%	6%	7%	9%	7%
Maximum grade within 100 feet of intersecting centerline	2%	2%	2%	3%	3%	3%
Minimum in-slope	3:1	3:1	3:1	3:1	3:1	3:1
Minimum back-slope	3:1	3:1	3:1	3:1	3:1	3:1
Minimum round culvert diameter	18-inch	18-inch	18-inch	18-inch	15-inch	15-inch
*Sub-base depth	18-inches	18-inches	12-inches	12-inches	8-inches	8-inches
**Surface or surface base depth	6-inches	6-inches	4-inches	4-inches	3-inches	3-inches
***Surface material	Asphalt	Asphalt	Asphalt	Gravel or hard surface	Gravel or hard surface	Gravel or hard surface
Surface depth	6-inches	4-inches	3-inches	See above	See above	See above

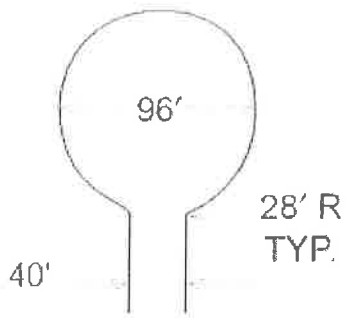
* Sub-base Construction Standards: The gravel base course shall consist of hard, durable stone, gravel or other similar materials mixed or blended with sand, stone dust or other binding or filler materials providing a uniform mixture and compacted into a dense and well-bonded base. Oversize stones, rocks and boulders shall be screened out pit run a maximum of 4 inches in diameter. Oversize material of acceptable quality may be crushed and used in the base material. The material shall be placed in uniform thickness and compacted to the prescribed depth. The base course shall be compacted to 95% of the maximum dry density as determined by AASHTO Designation T99. If water is needed to facilitate compaction and bonding of the material, it shall be applied. The subgrade shall be finished within a tolerance of 3/4 of an inch measured as a vertical ordinate from the face of a 10-foot straight edge.

** Surface and Surface Base Gravel Construction Standard: The gravel shall consist of both fine and coarse fragments of hard, durable, crushed stone or crushed gravel blended with sand, finely crushed stone, crusher screenings or other similar materials. The material shall be placed in uniform thickness with a minimum compacted depth of 4 inches of 3/4 inch minus crushed gravel compacted to 95% of the maximum dry density as determined by AASHTO Designation T99. If water is needed to facilitate compaction and bonding of the material, it shall be applied. All surface base and surface gravel material shall have a tolerance of 5% by volume up to the next specified gradation (1" for 3/4" maximum size). All oversized material shall not be allowed in the top 2" and shall be removed from the street section.

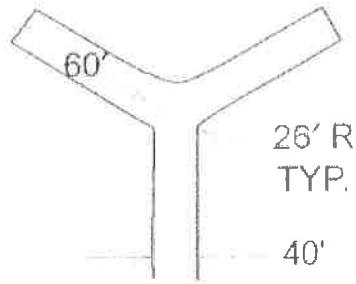
*** Finished asphalt surfaces shall be constructed in accordance with Montana Public Works Standards.

Figure 2*

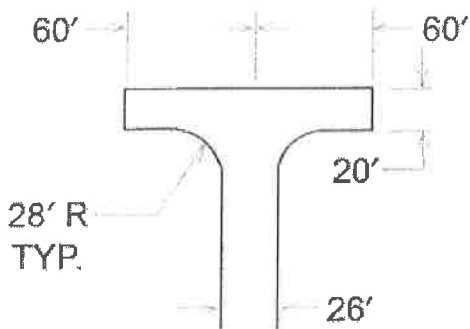
(Measurements shown are minimums - See Table 1 for actual street width.)



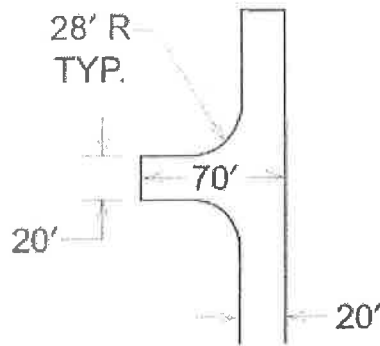
96-FOOT DIAMETER
CUL-DE-SAC



60-FOOT "Y"



120-FOOT HAMMERHEAD



ACCEPTABLE ALTERNATIVE
TO 120-FOOT HAMMERHEAD

**From International Fire Code Appendix D103.1*

Table 2

REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (FT)	WIDTH (FT)	TURNAROUNDS REQUIRED
0 – 150	20	None required
151 – 500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure 2
501 – 750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure 2
Over 750		Special Approval of Miles City Fire & Rescue required

9. Drainage facilities.

- a. The drainage system and facilities required for storm run-off affecting the subdivision are subject to approval by the governing body. Subdivisions containing lots less than 20 acres in size also must be reviewed and approved under MCA Title 76, Chapter 4, by the DEQ.

- b. A grading and drainage plan as required by subsection 21-14 A-5 is subject to approval by the governing body.
- c. Curbs and gutters or swales will be required as determined by the governing body according to the character of the area, density of development, and nature of adjoining properties. Curbs and gutters of adjoining properties must be extended according to current specifications of local and state authorities.
- d. Culverts or bridges of adequate size must be provided and installed by the subdivider where drainage channels intersect any street or road right-of-way or easement. All culverts must extend at least across the entire width of the base of the fill including side slope toes; the amount of backfill to be placed over the culvert and the culvert's capacity must be determined by a professional engineer. The plan must include arrangements for driveway culverts. Culverts shall be provided with the diameters required by Table 1 and large enough to accommodate potential runoff from upstream drainage areas. Culvert material, type, gauge and depth of cover shall be included in the design. All culvert installations shall be approved by the City Planning Department, which may consult with other departments or contracted agents to ensure adequacy.
- e. The subdivider must provide suitable drainage facilities for any surface runoff affecting the subdivision; these facilities must be located in street rights-of-way or in perpetual easements of appropriate widths and are subject to approval by the governing body.
- f. Each drainage facility must accommodate potential runoff from upstream drainage areas.
- g. Drainage systems must not discharge into any sanitary sewer facility.
- h. The grading and drainage system must be designed and certified by a professional engineer.
- i. The governing body may require the subdivider to grant easements to prevent encroachment or disruption of drainage ways or facilities. Drainage easements must be drawn on the plat and a signed statement granting the easements must appear on the plat.

10. *Water supply.*

- a. The subdivider shall provide, along with the preliminary plat application, the water supply information specified in MCA 76-3-622.
- b. All subdivisions within Miles City shall be served by municipal water facilities or systems managed by a public water district.

- c. The governing body may require that any proposed subdivision provide adequate and accessible water for fire protection.
- d. The subdivider must install complete water system facilities in accordance with the requirements of Miles City and the DEQ. The subdivider must submit plans and specifications for the proposed facilities to the Planning Department and to the DEQ, and must obtain their approvals prior to undertaking any construction. The Planning Department may consult with other departments or contracted agents to ensure adequacy.

11. *Wastewater treatment.*

- a. The subdivider shall provide, along with the preliminary plat application, the sanitation information specified in MCA 76-3-622.
- b. All subdivisions within Miles City shall be served by municipal wastewater treatment facilities or systems managed by a public sewer district.
- c. The subdivider must install complete wastewater treatment system facilities in accordance with the requirements of Miles City and the DEQ. The subdivider must submit plans and specifications for the proposed facilities to the Planning Department and to the DEQ, and must obtain their approvals prior to undertaking any construction. The Planning Department may consult with other departments or contracted agents to ensure adequacy.

12. *Solid waste.*

- (a) The subdivider must provide for collection and disposal of solid waste that meet the minimum standards of the DEQ and the City of Miles City Code of Ordinances Chapter 19.

13. *Utilities.*

- a. The subdivider must provide adequate and appropriate easements for existing utilities and the construction of planned utilities within the subdivision. The subdivider must obtain any easements necessary to extend utilities to the subdivision.
- b. Utilities must be placed underground, wherever practical. Underground utilities, if placed in the street right-of-way, must be located between the street and the right-of-way line to simplify location and repair of lines. Such underground facilities must be installed after the street has been brought to grade and before it is surfaced, to eliminate disturbance of the surfacing for the connection of individual services.
- c. Any overhead utility lines must be located at the rear property line, where practical.

- d. Utility facilities must be designed by utility firms in cooperation with the subdivider, subject to all applicable laws and rules and regulations of any appropriate regulatory authority.
- e. Utility easements located between adjoining lots must be centered on lot lines.
- f. Utility easements must be a minimum of 15 feet wide unless otherwise specified by a utility company or the governing body.
- g. Utilities placed in the street right-of-way shall be located between the street and the right-of-way line.
- h. When a utility is to be located in an existing, dedicated right-of-way, a notice of utility occupancy must be obtained from the governing body, or local or state highway authority.
- i. In addition to showing the location of the utility easement on the plat with dashed lines, the following statement must be on the final plat:
"The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, telecommunications, electric power, gas, cable television, water, or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as 'Utility Easement' to have and to hold forever."
- j. The subdivider shall describe, dimension, and show public utility easements in the subdivision on the final plat in their true and correct location. The public utility easements must be of sufficient width to allow the physical placement and unobstructed maintenance of public utility facilities for the provision of public utility services within the subdivision.

14. Water course and irrigation easements.

- a. Except as noted in subsection 14-b below, the subdivider shall establish within the subdivision ditch easements that:
 - 1. Are in locations of appropriate topographic characteristics and sufficient width to allow the physical placement and unobstructed maintenance of open ditches or below ground pipelines for the delivery of water for irrigation to persons and lands legally entitled to the water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right on the subdivision lots;
 - 2. Are a sufficient distance from the centerline of the ditch to allow for construction, repair, maintenance, and inspection of the ditch; and

3. Prohibit the placement of structures or the planting of vegetation other than grass within the ditch easement without the written permission of the ditch owner.
- b. The subdivider need not establish irrigation easements as provided above if:
- (1) The average lot size in the proposed subdivision will be one acre or less and the subdivider provides for disclosure, in a manner acceptable to the governing body, notifying potential buyers that lots within the subdivision are classified as irrigated land and may continue to be assessed for irrigation water delivery even though the water may not be deliverable to the lots; or
 - (2) The water rights have been removed from the land within the subdivision or the process has been initiated to remove the water rights from the subdivided land through an appropriate legal or administrative process and if the removal or intended removal is denoted on the preliminary plat; and
 - (3) The fact the water rights have been or will be removed from the land within the subdivision is denoted on the preliminary plat. If the removal of water rights has not been completed at the time the final plat is filed, the subdivider shall provide written notification to prospective buyers of the subdivider's intention to remove the water right and shall document that intent, when applicable, in agreements and legal documents for related sales transactions.
- c. The subdivider shall, unless otherwise provided under separate written agreement or filed easement, show on the preliminary and final plat, and file and record with the county clerk and recorder, ditch easements for the unobstructed use and maintenance of existing water delivery ditches, pipelines, and facilities in the proposed subdivision that are necessary to convey water through the subdivision to lands adjacent to or beyond the subdivision boundaries in quantities and in a manner that are consistent with historic and legal rights. A minimum width of ten feet is required on each side of irrigation canals and ditches for maintenance purposes.

15. *Disposition of water rights.*

- a. If a subdivision will create lots averaging less than five acres in size, the subdivider shall submit evidence with the final plat that the subdivider has:
1. Reserved all or a portion of the appropriation water rights owned by the owner of the land to be subdivided and transfer these water rights to a single entity for use by landowners within the subdivision who have a legal right to the water and reserved and severed any remaining surface water rights from the land;
 2. If the land to be subdivided is subject to a contract or interest in a public or private entity formed to provide for the use of a water right on the subdivision lots, established a landowner's water use agreement administered through a single

entity. This agreement must specify how the water rights will be administered and describe the rights and responsibilities of landowners within the subdivision who have a legal right and access to the water; or

3. Reserved and severed all surface water rights from the land proposed for subdivision.

16. Park land dedication; cash in lieu; waivers; administration.

- a. Except as provided below, the final plat of a residential subdivision must show that the subdivider has dedicated to the governing body a cash or land donation equal to:
 1. 11% of the area of the land proposed to be subdivided into parcels of one-half acre or smaller;
 2. 7.5% of the area of the land proposed to be subdivided into parcels larger than one-half acre and not larger than one acre;
 3. 5% of the area of the land proposed to be subdivided into parcels larger than one acre and not larger than three acres; and
 4. 2.5% of the area of the land proposed to be subdivided into parcels larger than three acres and not larger than five acres.
- b. A park dedication is not required for:
 1. Land proposed for subdivision into parcels larger than 5 acres;
 2. Subdivision into parcels that are all nonresidential;
 3. A subdivisions in which parcels are not created, except when that subdivision provides permanent multiple spaces for recreational camping vehicles, mobile homes, or condominiums; or
 4. Subdivisions which will create only one additional parcel.
- c. When allowed by subsection 16(b) above, in accordance with MCA 76-3-621(8)(a), the governing body requires park dedication for all minor subdivisions within the municipal boundaries.
- d. The governing body, in consultation with the subdivider and the planning board or community parks advisory council and/or superintendent of city parks, may determine suitable locations for parks and playgrounds and, giving due weight and consideration to the expressed preference of the subdivider, may determine whether the park dedication must be a land donation, cash donation, or a combination of both.

When a combination of land donation and cash donation is required, the cash donation may not exceed the proportional amount not covered by the land donation.

- e. The land dedicated for park use may be inside or outside the boundaries of the proposed subdivision.
- f. The governing body will waive the park dedication requirement if it determines that:
 - 1. The preliminary plat provides for a planned unit development or other development with land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development; and the area of the land and any improvements set aside for park and recreational purposes equals or exceeds the area of the dedication required under subsection 16-a above;
 - 2. The proposed subdivision will provide for the long-term protection of critical wildlife habitat; cultural, historical, or natural resources; agricultural interests; or aesthetic values; and by virtue of providing this long-term protection will result in the reduction of the area of the land proposed to be subdivided by an amount equal to or exceeding the area that would have had to be dedicated under subsection 16-a above;
 - 3. The area of the land proposed to be subdivided, by virtue of a combination of the provisions of subsections 16-f-1 and f-2 above, is reduced by an amount equal to or exceeding the area of the dedication required under subsection 16-a above; or
 - 4. The subdivider provides for land outside of the subdivision to be set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the subdivision; and the area of the land and any improvements set aside for park and recreational uses equals or exceeds the area of dedication required under subsection 16-a above.
- g. The governing body may waive the park dedication requirement if:
 - 1. The subdivider provides land outside the subdivision that affords long-term protection of critical wildlife habitat, cultural, historical, or natural resources, agricultural interests, or aesthetic values; and
 - 2. The area of the land to be subject to long-term protection, as provided in subsection g-1 above, equals or exceeds the area of dedication required under subsection 16-a.
- h. Subject to the approval of the governing body and acceptance by the school district trustees, a subdivider may dedicate a land donation provided under subsection 16-a to a school district, adequate to be used for school facilities or buildings.

- i. The governing body will administer funds dedicated to the public under this section in accordance with MCA 76-3-621(5).
- j. For the purposes of this subsection, *cash donation* means the fair market value of the unsubdivided, unimproved land.

17. Fire protection.

- a. All subdivisions must be planned, designed, constructed, and maintained so as to minimize the risk of fire and to permit the effective and efficient suppression of fires in order to protect persons, property, grazing lands, and forested areas.
- b. All subdivisions in Miles City fall in the service area of the Miles City Fire Department.
- c. Subdivisions shall comply with the Uniform Fire Code and city fire codes.
- d. The governing body may require that any proposed subdivision provide adequate and accessible water for fire protection, including installation of fire hydrants on the municipal water system designed to standards adopted by city codes.
- e. Special standards apply to subdivisions in high fire hazard areas. High fire hazard areas include heads of draws, excessive slopes, dense fuel growth or other hazardous components as determined by the Miles City Fire Department or the Forestry Division of the Montana Department of Natural Resources and Conservation. Subdivisions in high fire standards must meet the following standards:
 - 1. Interior and exterior streets must provide two entrances/exits to assure more than one escape route for residents and access routes by emergency vehicles and fire suppression equipment. Fire suppression equipment includes, but is not limited to, wildland fire engines, structural fire engines, water tenders, heavy equipment, and trucks used for hauling heavy equipment.
 - 2. Bridges providing access to the subdivision must be built to a design load of 20 tons and be constructed of non-flammable materials.
 - 3. Street rights-of-way must be cleared of slash.
 - 4. Residences and other structures must be placed in such a manner as to minimize the potential for flame spread and to permit efficient access for firefighting equipment.
 - 5. Defensible space around structures and fire protection facilities must be provided and incorporated into subdivision covenants.

6. Purchasers of lots/units in the subdivision shall be provided copies of the Fire Protection Guidelines For Wildland Residential Interface Development, Montana Departments of Natural Resources and Conservation/Justice.

18. *Landscaping standards for commercial development.*

- a. *Intent.* The intent of landscaping is to enhance, conserve and stabilize property values by encouraging pleasant and attractive surroundings; to encourage preservation of existing trees on proposed building sites; and to contribute to the relief of noise, wind, glare through the proper placement of living plants and trees. Allowances for non-living landscaping, i.e., gravel sculptures, art, desert type landscaping shall be taken into consideration.
- b. *Landscaping.* The definition of landscaping shall mean a combination of planted living trees, shrubs, hedges, vines ground cover, flowers and lawns suitable for the climate, exposure, and site conditions. In addition, the design may include bark, mulch, edging, flower beds, rock and such structural features as fountains, pools, art works, screens, walls, fences, or benches. The selected combinations of materials and plants for landscaping purposes shall be arranged in a harmonious manner compatible with the building and its surroundings.
- c. *Plant materials.* Selection of plant materials shall be based upon local climate, water restrictions, and soils. Site plans shall protect existing trees where feasible.
- d. *Irrigation.* Automated irrigation is required for all landscaping consisting of living plant materials. Irrigation plans will be reviewed as part of the landscaping review.
- e. *Preservation.* Landscaping which exists on any property or for any use, subject to the provisions of this subsection, shall not be altered or reduced below the minimum requirements of this subsection, unless suitable substitutions are made which meet the requirements of this subsection and a landscaping plan is first approved by the governing body.
- f. *Area.* The landscaping area shall be eight percent of the net land available (total area of the site minus the area occupied by all buildings).
- g. *Spacing.* Trees will be planted no closer to each other or site structures than the mature drip line. Trees must be pruned to provide at least eight feet of clearance over sidewalks parking areas and streets. The use of elevated earth berms to accomplish such landscaping is encouraged. Landscaping between parking bays with appropriate ground cover and trees is encouraged. This subsection shall complement subsection 24-49 Landscaping of the Miles City Zoning Code.
- h. *Installation timing.* All approved landscaping shall be completed within 90 calendar days after the substantial completion of the buildings being constructed on the lot. If weather conditions do not permit the completion of the approved landscaping, then

such landscaping shall be completed as soon thereafter as weather conditions permit. In the case of a delay due to weather, an improvements agreement acceptable to the City Council shall be submitted in the amount estimated for reasonable completion of the approved landscaping and released upon completion.

- i. *Maintenance.* All areas required to be landscaped in accordance with the provisions of this subsection shall, after completion, be maintained in an attractive and well-kept condition by the owner or occupant of the site.
- j. *Trash receptacles.* Trash receptacles and refuse storage areas must be surrounded on four sides by a decorative or painted wall or fence with a gate, to adequately screen the facility from view from public ways and other properties. The occupant of the site must also provide an adequate number of appropriate receptacles to prevent trash and refuse spreading about or away from the property.
- k. *Ownership and use changes.* Any property having an approved landscaping plan pursuant to this subsection upon change of ownership or use of property must maintain existing landscaping or submit a new landscaping plan to the city for review and approval by the planning board and City Council, as applicable.

Sec. 21-19. Subdivisions created by rent or lease.

- A. *Definition.* A subdivision created by rent or lease, including a mobile home/manufactured home park or recreational vehicle park or campground, is any tract of land divided by renting or leasing portions of it. The land is owned, however, as one parcel under single ownership (including property held in common). Subdivisions created by rent or lease must comply with applicable zoning.
- B. *Subdivisions providing multiple spaces for recreational camping vehicles or mobile/manufactured homes.*
 1. *Recreational camping vehicles.* Developments which are subject to subdivision review because they will provide two or more spaces for recreational camping vehicles will be reviewed under subsection (f), recreational vehicle park standards, below.
 2. *Mobile/manufactured homes.* Developments which are subject to subdivision review because they will provide two or more spaces for mobile/manufactured homes will be reviewed under subsection (e), mobile/manufactured home park standards, below.
 3. *Subdivisions for lease or rent, generally.*
 - (a) Land subdivision created by rent or lease will be reviewed under the procedures described in Section 21-16 for major and subsequent minor subdivisions, or Section 21-15 for first minor subdivisions, as may be appropriate.
 - (b) Land subdivisions created by rent or lease are subject to Section 21-18, design and improvement standards.

C. *Procedures for review.*

1. *Review and approval.* Subdivisions must be submitted for review and be approved by the governing body before portions of the subdivision may be rented or leased.
 - (a) *Submittal.* The subdivider shall submit a completed application in accordance with Section 21-14.
 - (b) *Review.* The procedure used to review subdivisions created by rent or lease will be as described in Section 21-15 for first minor subdivisions or Section 21-16 for major and subsequent minor subdivisions.
2. *Improvements.* The subdivider shall install all required improvements before renting or leasing any portion of the subdivision. The governing body or its agents will inspect all required improvements in order to assure conformance with the approved construction plans and specifications.
3. *Final plat review.* The final plat must include the contents, and be submitted and reviewed in accordance with the appropriate requirements contained in subsection 21-14, final plats
4. *DPHHS license.* If a subdivision that will provide multiple spaces for recreational camping vehicles or mobile homes is also a "trailer court," "work camp," "youth camp," or "campground" as those terms are defined in MCA 50-52-102, the governing body will not grant final approval of the subdivision until the subdivider obtains a license for the facility from the Montana Department of Public Health and Human Services under MCA Title 50, Chapter 52.

C. *Design standards for subdivisions created by rent or lease.*

1. *Design standards.* Subdivisions created by rent or lease must comply with the provisions of Section 21-18, design and improvement standards.
2. *Additional provisions.* The governing body may require provision for:
 - (a) Storage facilities on the lot or in compounds located within a reasonable distance;
 - (b) A central area for storage or parking of boats, trailers, or other recreational vehicles;
 - (c) Landscaping or fencing to serve as a buffer between the development and adjacent properties;
 - (d) An off-street area for mail delivery; and
 - (e) Street lighting.

E. *Mobile/manufactured home park standards.*

1. *Mobile/manufactured home spaces.*

- (a) Mobile/manufactured home spaces must be arranged to permit the safe and practical placement and removal of mobile homes.
- (b) All mobile/manufactured homes must be located at least 25 feet from any property boundary line abutting upon a public street or highway right-of-way and at least 15 feet from other boundary lines of the park.
- (c) The mobile/manufactured home pad must be located at least ten feet from the street that serves it.
- (d) The size of the mobile/manufactured home pad must be suitable for the general market to be served and must fit the dimensions of mobile/manufactured homes anticipated.
- (e) A mobile/manufactured home pad may not occupy more than one-third of the area of its space. The total area occupied by a mobile home and its roofed accessory buildings and structures may not exceed two-thirds of the area of a space.
- (f) The governing body may require that the mobile/manufactured home pad be improved to provide adequate support for the placement and tie-down of the mobile home.
- (g) No mobile/manufactured home or its attached structures, such as awnings and carports, may be located within 20 feet of any other mobile home or its attached structures.
- (h) No detached structure, such as a storage shed, may be located within five feet of any mobile/manufactured home or its attached structures.
- (i) A minimum of two off-street parking spaces must be provided on or adjacent to each mobile/manufactured home space. The driveway must be located to allow for convenient access to the mobile/manufactured home, and be a minimum of ten feet wide.
- (j) One guest parking space must be provided for each ten mobile/manufactured home spaces. Group parking may be provided.
- (k) Each mobile/manufactured home must be skirted within 30 calendar days after it is moved to a space within the mobile/manufactured home park. The skirting must be of a fire-resistant material similar to that of the mobile/manufactured home exterior.

2. *Streets.* Streets within a mobile/manufactured home park must meet the standards specified in subsection 21-18 A-8, streets. Streets must be designed to allow safe placement and removal of mobile homes.
3. *Electrical systems.* Electrical systems must be designed and installed in accordance with the applicable codes adopted by the authority having jurisdiction. Where the state or other political subdivision does not assume jurisdiction, such installations must be designed and constructed in accordance with the applicable state electrical standards.
4. *Gas systems.*
 - (a) Gas equipment and installations must be designed and constructed in accordance with the applicable codes adopted by the City of Miles City, including the International Fire Code (IFC) and applicable codes referenced by the IFC as applicable. In any situation exists where applicable codes have not been adopted by the City of Miles City, such installations must be designed and constructed in accordance with the applicable provisions of the latest versions of the National Fire Protection Association's "National Fuel Gas Code" (NFPA 54) and the "Liquefied Petroleum Gas Code" (NFPA 58), as applicable.
 - (b) A readily accessible and identified shutoff valve controlling the flow of gas to the entire gas piping system must be installed near to the point of connection of the liquefied petroleum gas container.
 - (c) Each mobile/manufactured home lot must have an accessible, listed gas shutoff installed. This valve must not be located under a mobile home. Whenever the mobile home lot gas outlet is not in use, the shutoff valve must be plugged to prevent accidental discharge.

F. *Recreational vehicle park standards.*

1. *Recreational vehicle spaces.*
 - (a) Spaces in recreational vehicle parks must be arranged to allow for the safe movement of traffic and access to spaces.
 - (b) Roads within recreational vehicle parks must be designed to provide safe traffic circulation and parking.
 - (c) Recreational vehicles must be separated from each other and from other structures by at least 15 feet. Any accessory structures such as attached awnings must, for purposes of this separation requirement, be considered part of the recreational vehicle.
 - (d) No recreational vehicle space may be located less than 25 feet from any public street or highway right-of-way.

2. *Streets.* Streets within a recreational vehicle park must meet the standards specified in subsection 21-18 A-8, streets. Streets must be designed to allow safe placement and removal of recreational vehicles.
3. *Density.* The density of a recreational vehicle park must comply with the standards of the zoning district it is located in, but in no case shall the density of a recreational vehicle park exceed 20 recreational vehicle spaces per acre of gross site area.

Sec. 21-20. Planned unit developments.

All planned unit developments (PUDs) in the City of Miles City shall be reviewed and approved according to Sec. 24-28 of the Zoning Ordinance. For PUDs, there are deviations from the design standards of the subdivision regulations that may be approved through the PUD review and approval process in the Zoning Ordinance without approval of variances from the subdivision regulations.

Sec. 21-21. Condominiums.

A. *Procedures.* Unless exempted by MCA 76-3-203 and subsection 21-17 C-7 of these regulations, all condominiums are subdivisions subject to the terms of the MSPA as follows:

1. *Condominium subdivisions involving land divisions.* Proposed condominium subdivisions must be reviewed under the procedures contained in the following sections, as applicable:

Section 21-15, Review procedures for first minor subdivisions.

Section 21-16, Review procedures for major and subsequent minor subdivisions.

Subsection 21-16 B, applicable subsections for final plats.

Section 21-18, Design and improvement standards. All units must be provided legal and physical access by streets in a reasonable manner.

2. *Unit Ownership Act.* Condominium developments must comply with all provisions of the Unit Ownership Act, MCA Title 70, Chapter 23.

Sec. 21-22. Administrative provisions.

A. *Variances.*

1. *Variances authorized.* The governing body may grant variances from Section 21-18, design and improvement standards, of these regulations when, due to the characteristics of land proposed for subdivision, strict compliance with these standards would result in undue hardship and would not be essential to the public welfare. A variance will not be

granted if it would have the effect of nullifying the intent and purpose of these regulations. The governing body will not approve a variance unless it finds that:

- (a) The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;
 - (b) Due to the physical surroundings, shape, or topographical conditions of the property involved, strict compliance with the regulations will impose an undue hardship on the owner. Undue hardship does not include personal or financial hardship, or any hardship that is self imposed;
 - (c) The variance will not cause a substantial increase in public costs; and
 - (d) The variance will not place the subdivision in nonconformance with any adopted zoning regulations.
2. *Variations from floodway provisions not authorized.* The governing body will not by variance permit subdivision for building purposes in areas located within the floodway of a flood of 100-year frequency as defined by MCA Title 76, Chapter 5
 3. *Procedure.* The subdivider shall include with the submission of the preliminary plat a written statement describing and justifying the requested variance. The subdivision administrator and/or planning board, as applicable, will consider the requested variance and recommend its approval or denial to the governing body. The governing body may grant the variance(s) if it meets the specific variance criteria.
 4. *Conditions.* In granting variances, the governing body may impose reasonable conditions to secure the objectives of these regulations.
 5. *Statement of facts.* When a variance is granted, the motion to approve the proposed subdivision must contain a statement describing the variance and the facts and conditions upon which the issuance of the variance is based.

(b) Administration.

1. *Enforcement.* Except as provided in MCA 76-3-303 and these regulations, every final subdivision plat must be filed for record with the county clerk and recorder before title to the subdivided land can be sold or transferred in any manner. If unlawful transfers are made, the city attorney shall commence action to enjoin further sales or transfers and compel compliance with all provisions of the MSPA and these regulations. The cost of this action shall be imposed against the party not prevailing.
2. *Appeals.* A person who has filed with the governing body an application for a subdivision under the MSPA and these regulations may bring an action in district court to sue the governing body to recover actual damages caused by a final action, decision, or order of the governing body or a regulation adopted pursuant to the MSPA that is

arbitrary or capricious. A party who is aggrieved by a decision of the governing body to approve, conditionally approve, or deny an application and preliminary plat for a proposed subdivision or a final subdivision plat may, within 30 days after the decision, appeal to the district court in the county in which the property involved is located. The petition must specify the grounds upon which the appeal is made. For the purposes of this section, "aggrieved" means a person who can demonstrate a specific personal and legal interest, as distinguished from a general interest, who has been or is likely to be specially and injuriously affected by the decision. The following parties may appeal under the provisions of this subsection (B)(2):

- (a) The subdivider;
- (b) A landowner with a property boundary contiguous to the proposed subdivision or a private landowner with property within the county or municipality where the subdivision is proposed if that landowner can show a likelihood of material injury to the landowner's property or its value;
- (c) The county commissioners of the county where the subdivision is proposed; and
- (d) The following municipalities:
 - (1) A first-class municipality as described in MCA 7-1-4111, if a subdivision is proposed within three miles of its limits;
 - (2) A second-class municipality, as described in MCA 7-1-4111, if a subdivision is proposed within two miles of its limits;
 - (3) A third-class municipality, as described in MCA 7-1-4111, if a subdivision is proposed within one mile of its limits.

Sec. 21-23. Severability.

If a court of competent jurisdiction holds any word, phrase, clause, sentence, paragraph, section or other part of any provision of this chapter invalid, that judgment will affect only the part held invalid.

Secs. 21-24 — 21-60. Reserved.

Sec. 21-61. Supplemental Administrative Materials

The City of Miles City hereby adopts, by reference, the following list of supplemental Administrative Materials to be maintained by and available from the subdivision administrator for administration of these subdivision regulations. These forms, checklists and samples may be revised from time to time by the subdivision administrator without revisions to the

subdivision regulations, and similar documents can be developed and provided by the subdivision administrator to carry forth ordinary administrative functions.

- A. Pre-Application Meeting Request Form
- B. Preliminary Plat Subdivision Application
- C. Supplements to Preliminary Plat Application Checklists
- D. Subdivision Variance Application
- E. DEQ Environmental Assessment Information Required
- F. Final Plat Application
- G. Final Plat Application Checklist
- H. Model Consent to Plat by Lienholder(s)
- I. Model Subdivision Improvements Agreement
- J. Certificate of Completion of Public Improvements
- K. Subdivision Exemption Claim Form

Sec. 21-62. Adoption of uniform standards.

The City of Miles City hereby adopts, by reference, the following regulations and standards of the Montana Department of Labor and Industry, as now established, and as hereafter amended:

- A. Uniform Standards for Monumentation (ARM 24.183.1101);
- B. Uniform Standards for Certificates of Survey (ARM 24.183.1104); and
- C. Uniform Standards for Final Subdivision Plats (ARM 24.183.1107).

Section 2. This Ordinance shall become effective thirty (30) days after its final passage.

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

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED FOLLOWING A PUBLIC HEARING this 13th day of November, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Date: October 3, 2018
To: Miles City City Council
From: Joel Nelson, Community Planner, Land Solutions, LLC
CC: Scott Gray, Dan Rice, Di Larson
Re: Proposed Updates to the Miles City Subdivision Regulations

Attached are proposed updates to the Miles City Subdivision Regulations and related information. Former City Planner Dawn Colton had recently worked with Land Solutions and the Miles City Planning Board to draft these updates shown in the track changes version. The draft updates are scheduled for a first reading by the City Council on October 9th. At that meeting, it is requested that the City Council confirm its intent to adopt updated subdivision regulations (subject to additional modifications as the City Council deems appropriate) and set the official public hearing for a second reading on November 13th. The City Council's intent to adopt regulations and hold its public hearing on November 13th can then be legally noticed in accordance with 76-3-503, MCA.

The track changes version was reviewed by the Planning Board on September 25th, and the board recommended adoption of these changes by the City Council. The draft ordinance (provided by City Attorney Dan Rice) incorporates these changes in a clean document (no track changes). Please note that Dawn Colton sent the draft changes in track changes format to stakeholders in July and received only the attached comment from Traci Sears of DNRC.

The following is an overview of the proposed updates (please refer to the track changes document for the referenced page numbers):

There are minor changes throughout to correct typos and to match the other, more significant changes. The significant changes are primarily to reflect changes to state law since the 2014 adoption of the current subdivision regulations. The definitions related to phased subdivisions that are found on pages 6 and 9 are an example of some minor changes that reflect the more significant changes this memo directs your attention to. Please also note that many changes in the definitions section (Sec. 21-5) on pages 5 through 13 are only the result of formatting changes, which were picked up by the Microsoft Word software when performing the comparison function; the ordinary change being depicted by underlines and strikethroughs are the state law citations (e.g., MCA 76-3-XXX) are the result of italicizing the citations.

Page 14, Sec. 21-10: Clarification about notices is proposed. Also, the change to Section 21-14 at the bottom of page 14 and top of page 15 is basically a clarification item related to phased developments.

Page 15: For the pre-application process, the requirements for pre-application submittals would be loosened so that the requirements aren't so stringent. Right now, the regulations list many items that "must be" submitted for that initial pre-application meeting where no decisions are actually made, that really aren't necessary for the planner to conduct the pre-app meeting. Our concern is that if they are "must have" items and they're continually overlooked because they're really unnecessary 95% of the time, it may be deemed a procedural error to accept incomplete pre-applications, so we're trying to avoid that.

Page 22 begins a lot of new text for Phased Developments, which is intended to reflect recent (2017) changes to state law that prompted this update project. For phased developments, there are additional steps when a subdivider wants to do a phased development, including another review after preliminary approval of the overall development for each phase beyond the initial 1 to 3 years, into the 20 year timeframes allowed for phased developments. So a developer would be able to obtain a preliminary approval with a phasing plan that might be good for up to 20 years for the later phases in the project, but before they go for final plat approval of the phases, each phase needs another review to make sure nothing new has come up since the initial review that needs to be addressed.

Page 24 at the bottom: Subsection B is for Final plats – the bigger changes to reflect the 2017 changes to state law are actually on pages 26 and 27. The big change is that the administrator needs to look at the final plat submittal and respond within 20 working days – currently there is no specific time limit. So there now would be a time limit and a completeness review. After that, there's another time limit of 20 working days after it's complete for the governing body to act on the final plat.

On page 30, we've added some language for clarification on final plat reviews.

Page 37 and 38 (first minors), and again on page 49, for major subdivisions and subsequent minors, is new language to address changes from 2011. It basically adds criteria for extensions of normal preliminary plat applications beyond the initial 1 to 3 years. It also clarifies how those extensions are processed.

Page 56: This is a small clarification for mortgage exemptions, which is from a small change in state law in 2017.

Pages 62, 66, 67, and 68 modify the road design standards, mainly for cul-de-sacs and turnarounds, to add diagrams from the International Fire Code and modify the table and text to reflect Miles City's allowance for those standards. Dawn worked with the fire chief on those modifications.

Page 79: Gas systems standards for mobile home parks would be updated to reflect more current codes of the National Fire Protection Association, and not the old pamphlets.

Bottom of page 79 through to page 83 – this amends the Planned Unit Developments or PUD section. The bottom of page 82 and top of 83 give a brief replacement paragraph to replace the current extensive language because the 2015 zoning updates made overlay districts for PUDs with a zoning process instead of just a subdivision process. This is what was intended with the zoning updates, and now it's a matter of boiling it down, giving reference to the zoning section, and eliminating a few minor conflicts between the current zoning and subdivision regulations. The Condominium section is really not changing – the changes to the condominiums section are just to citations and formatting changes.

Page 85, Sec. 21-61 would add adoption by reference Supplemental Administrative Materials to be used in implementation of the subdivision regulations. These are mainly forms and checklists, but also samples and examples that the City Planner can use, and also change from time to time without going through the process to amend the subdivision regulations. This is a common way of approaching this, and it at least would direct city officials and subdividers of the existence of these documents. It's Land Solutions' understanding that the city staff has the forms, and adding the proposed language would specify that the City Council adopts the list of forms for staff to have on hand, and specify that they can be changed without public review.

joel.landsolutions@blackfoot.net

From: Sears, Traci <TSears@mt.gov>
Sent: Friday, August 3, 2018 12:23 PM
To: Dawn Colton
Cc: Joel Nelson; smalenovsky@milescity-mt.org
Subject: RE: Update to Miles City Subdivision Regulations - Comment Period

Good afternoon Dawn,

Sorry I am late getting this over to you. I am trying to play catch up after the flooding and training event in July. Just wanted to put in a quick comment to work with Sam on the Subdivision review information required by FEMA for participating communities. They may already be covered within the subdivision documents, but they are listed under Section 12-16 of the Miles City Floodplain regulations.

There is also other proposed language that was submitted to the Department of Commerce for the updated Model Subdivision Regulations that I will pass on to Sam.

Sec. 12-16 SUBDIVISION REVIEW

Within the Regulated Flood Hazard Area, subdivisions including new or expansion of existing manufactured home parks, must be designed to meet the following criteria:

1. The Base Flood Elevations and boundary of the Regulated Flood Hazard area must be determined and considered during lot layout and building location design;
2. Locations for future structures and development must be reasonably safe from flooding; (44CFR 60.3(a)(4))
3. Adequate surface water drainage must be provided to reduce exposure to flood hazards; (44 CFR 60.3(a)(4)(iii))
4. Public utilities and facilities such as sewer, gas, electrical and water systems must be located and constructed to minimize or eliminate flood damage; and (44 CFR 60.3(a)(4)(ii))
5. Floodplain permits must be obtained according to these regulations before development occurs that is within the Regulated Flood Hazard Area. (44 CFR 60.3(b))

Thank you for your consideration.

*Traci Sears, CFM
Montana NFIP/CAP Coordinator
Floodplain Program
Montana DNRC
1424 9th Ave.
Helena, MT 59620-1601
406-444-6654*

tsears@mt.gov

From: Dawn Colton <dawncolton@milescity-mt.org>
Sent: Thursday, July 19, 2018 4:13 PM
Cc: Dawn Colton <dawncolton@milescity-mt.org>; Joel Nelson <joel.landsolutions@blackfoot.net>
Subject: Update to Miles City Subdivision Regulations - Comment Period

Hello Stakeholders,

Attached is the proposed update to the Miles City Subdivision Regulations for your review and comment. The Planning Board will hold a public hearing on August 21 at 6:00 P.M. in the City Hall conference room. Please feel free to contact me with questions and comments. Thank you for your input!

Due to changes during the 2017 Legislature, updates to our local subdivisions regulations are required. Major changes have been added for Phased Subdivisions applications. The public input component of subdivision review and approval has become a major issue for subdivisions proposed in phases extending up to 20 years for completion. Several lawsuits have addressed the issue of public input on the impacts of the review criteria for long term projects.

Other major changes:

*Added clarification for extension of approval periods
Planned Unit Developments are now addressed in the Zoning Ordinance, Sec 24-28.*

Minor updates include:

*a complete change to the format of this document
clarification on the exemption for construction mortgage, lien or indenture (pg 56)
addition of code references and links to state statutes
cleaned up and updated design standards in Sec 21-18 (Tables 1& 2, Figure 2)
updated references for gas systems in Mobile/Manufactured Home spaces (pg 79)
added Sec 21-61 to include reference materials (available for review upon request)*

Implementation Plan:

<i>July 17</i>	<i>Planning Board initial review and set date for a Public Hearing before the Planning Board</i>
<i>Aug 21</i>	<i>Public Hearing before Planning Board</i>
<i>Aug 2018</i>	<i>1st reading of intent to adopt Subdivision Regulations before the City Council</i>
<i>Sept 2018</i>	<i>2nd reading and public hearing to adopt Subdivision Regulations before the City Council</i>

The blue and red text represent additions/deletions in the document. Many of those are simply format changes, however; please contact me if you have questions. You may also compare this document to the current version of the regulations on the City's website: <http://milescity-mt.org/wp-content/uploads/2015/11/Miles-City-Subdivision-Regulations-FINAL-5-13-2014.pdf>. Hard copies of the regulations and the supplemental reference materials are available in the Planning Office.

Dawn Colton

City of Miles City
Community Services and Planning
P - 406-234-3493 F - 406-234-6392
E - dawncolton@milescity-mt.org

RESOLUTION NO. 4207

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

WHEREAS, the City of Miles City (“City”) and the Local No. 283-B of the American Federation of State, County and Municipal Employees, AFL-CIO (“Local 283B”) have negotiated and desire to enter into a new collective bargaining agreement (CBA), which covers certain City employees who work for 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-B, 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 13TH DAY OF NOVEMBER, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk



CITY OF MILES CITY

Agenda Item #14.B
Council Meeting Date: October 23, 2018
Council Agenda Report

Item: Labor Agreement between the City of Miles City and the Miles City Police Department AFSCME Local No. 283-B

From: John Hollowell, Mayor

Initiated By: Mayor's Office/AFSCME Local 283B – Police Department

Presented By: John Hollowell, Mayor

Action Requested: Ratification of the Proposed Collective Bargaining Agreement with the AFSCME Local 283B - Police

Suggested Motion:

1. Councilperson moves:
"I move that the City Council approve the labor agreement between the City of Miles City and the AFSCME Local #283B, and authorize the Mayor to execute the agreement."
2. Mayor calls for a second, City Council Discussion, public comment, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Council approve the labor agreement between the City of Miles City and the AFSCME Local #283B.

Background:

The current Collective Bargaining Agreement (CBA) with the Miles City Police and Dispatch Officers expired on June 30, 2018 (prior contract term was July 1, 2012 through June 30, 2018). For this contract, both parties agreed to a new collective bargaining process called "Affinity". Two state mediators visited with the teams on August 28 to provide instruction of the process. On August 29, the mediators monitored the process and provided guidance as necessary. A tentative agreement was reached in a little over six hours.

For further clarification, the parties meet on September 25, 2018.

Please find below a summary detailing changes to the proposed agreement.

Summary of Changes

Agreement Term: 2 Years – July 1, 2018 – June 30, 2020

Minor Updates throughout the CBA:

- Grammar, punctuation, spelling
- Referenced Montana Code Annotated (MCA) Corrected
- Reformatted page numbering

Changes from the previous agreement include:

Article 1.A.2– Updated the job titles not covered by the terms of the contract and deleted positions no longer hired by the Miles City Police Department.

Article 2.C – Changed the title of paragraph and references throughout the paragraph from Metropolitan Police Law to Law Enforcement as referenced by Montana Code Annotated (MCA).

Article 3.A. – 283B will provide verbiage, at a later date, in line with the Janus Decision regarding union fees. The language will be changed through a memorandum of understanding (MOU) between 283B and the City.

Article 5.B.1.a – Afternoon shift hours changed to 12:00 p.m. to 3:00 a.m. Afternoon shift may be covered by any combination of 10 hours that provide adequate shift coverage. Language deleted regarding rides and first and last 15 minutes of shifts.

Article 5.B.1.b – Added language that bidding will be based on seniority, assignments excluded from patrol officer and added definition of short notice when assigning a patrol officer due to absence. Sergeants will be in charge of scheduling patrol officers.

Article 5.B.2. – Added language defining each officer’s workweek will consist of four consecutive shifts as defined previously in Article 5.

Article 5.C.1. – Dispatch regular workday changed to two equal twelve hour shifts. Shift hours changed to reflect shift hours worked.

Article 5.C.2 – Shifts will be bid by seniority every 3 months.

Article 5.C.3 – Deleted prior contract language and redefined dispatcher shifts.

Article 5.C.4 – Moved prior contract language to Article 5.C.5. Added language regarding shift rebidding, if a vacancy occurs during the 3 months.

Article 5.C.5 – Moved language previously in Article 5.C.4 regarding other schedules.

Article 5.E.1.b – Language added to define Dispatcher overtime hours.

Article 5.E.2 – Job titles changed.

Article 6.B – Job title changed.

Article 7.B.3 – Deleted language regarding patrol lieutenant, lieutenants not covered under the collective bargaining agreement.

Article 9.C.1 – Physical fitness test changed from the “Denver/Standard Model” to the “Montana Physical Abilities Test (MPAT)

Article 9.C.3 – Deadline added for completion of MPAT of October 31 annually.

Article 9.E – Added the word “Performance” to Evaluations to define type of evaluation. Added performance evaluations will be conducted annually. Training will be required prior to providing performance evaluations to other employees.

Article 10.A.2.b – Deleted language that is no longer applicable regarding health insurance costs.

Article 10.A.3 – Deleted language that is no longer applicable regarding health insurance costs.

Article 10.E – Uniform Allowance - Changed payment date to the 15th of September and March to coincide with pay dates.

Article 12.A – Changed the vacancy posting requirements of new or open position along with the information to be included in the position vacancy announcement.

Article 12.B.2 – For promotion within the department removed language regarding first successfully passing the physical test.

Article 12B.2.a & b – Removed old scoring system and replaced with new scoring system for promotional candidates.

Article 13.3.c – Seniority can only be restored by a majority vote of the Union for returning members.

Changes to Addendum A – Wages:

Based on the wage survey conducted by the city of Miles City, the current base wages for all officers except Master Patrol 3, Sergeant and Dispatch are all below the average of the cities surveyed. During negotiations it was agreed that no increases to bases would be requested; however, a new longevity program was created to aid in the retention of seasoned police officers.

The longevity for members of 283 B will be as follows:

- Years 1- 4 – An increase of 1% of \$750 as outlined in Montana Code Annotated 7-32-4116 Minimum Wage of Police In First- And Second-Class Cities.
- Year 5 – An increase of 5% of the current established base rate for the city of Miles City.
- Years 6 - 9 – An increase of 1% of the current established base rate for the city of Miles City added to the current officer’s wage.
- Years 10 - 20 – An increase of .5% of the current established base rate for the city of Miles City added to the current officer’s wage. This is the top range of the wage scale.

Fiscal Impact:

The implementation of this longevity programs would impact the current budget as follows:

- One Sergeant with 12 years of longevity including roll up cost \$5,690

- Two Dispatcher 3's both with 15 years of longevity including roll up cost \$6,098

If increases based on the current salary survey were given the overall impact to the current budget would be as follows:

- Three Sergeants including roll up cost \$8,567
- All Dispatchers including roll up cost \$10,200

Approximate cost savings in salaries \$18,767 per year.

Alternatives:

The City Council could reject the proposed changes and direct the Mayor to continue collective bargaining.

EXHIBIT A

**COLLECTIVE BARGAINING
AGREEMENT**

between

CITY OF MILES CITY

and

MILES CITY POLICE DEPARTMENT

AFSCME LOCAL No. 283-8

July 1, 2018 through June 30, 2020

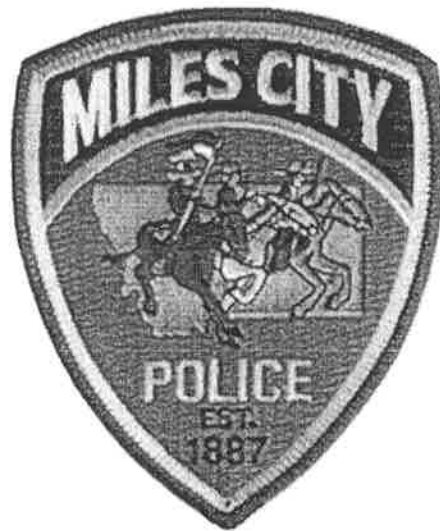


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ARTICLE 1 – RECOGNITION

A. Recognition of Exclusive Representative:

1. Recognition: In accordance with the Act, the City recognizes the Union as the exclusive representative of the appropriate unit employed by the City, which the exclusive representative shall have those rights and duties as prescribed by the Act and this Agreement.
2. Appropriate Unit: The exclusive representative shall represent members of the appropriate unit which shall consist of all Sworn Police Officers below the rank of Lieutenant, Dispatchers except the Dispatch Supervisor, and Animal Control Officer; but shall exclude temporary and short-term employees.

B. Union Leave and Communications:

1. Union Leave: Employees who are elected or appointed representatives may in the City's sole discretion be granted not more than five days of leave without pay or, at the employee's option, with use of accrued leave, to attend state, regional and national meetings and conventions directly related to the business of the exclusive representative.
2. Union Bulletin Board: The City shall provide reasonable bulletin board space for use of the Union in communicating with its members. There shall be no posting of inflammatory materials.

ARTICLE 2 - CITY RIGHTS

- A. Inherent Managerial Rights: The exclusive representative recognizes that the City is not required to and is not permitted to meet and negotiate on matters of managerial prerogative, which include but are not limited to the following: directing employees; hiring, promoting, transferring, assigning and retaining employees; relieving employees from duties because of lack of work or funds or under conditions where continuations of such work be inefficient and non-productive; maintaining the efficiency of government operations; determining the efficiency of government operations; determining the methods, means, job classifications, and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the Police Department in situations of emergency; and establishing the methods and processes by which work is performed. The exclusive representative further agrees that all management rights, functions and prerogatives, not expressly delegated in the Agreement, and are reserved to the City.
- B. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the duties and services prescribed by the City. The parties also recognize the right, obligation and duty of the City Council and its duly designated officials to promulgate rules, regulations, directives, and orders so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the City, all employees covered by the Agreement and all provisions of this Agreement are subject to the laws of the State of Montana, Federal Laws, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.
- C. Law Enforcement: The Police Department is subject to the regulations of the Montana Code Annotated (MCA), Chapter 32, Title 7 Part 41 Municipal Police Force. Should any provision of this Agreement be

found to be in conflict with said MCA, then the MCA will control.

ARTICLE 3 - UNION SECURITY, RIGHTS AND PROHIBITIONS

- A. **Union Fees:** Any employee who is not a Union member and who does not make application for membership shall, within 30 days of beginning 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. 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 required communications between the Union and the employee, the City will promptly inform the employee via return-receipt U.S. Mail that he/she will be terminated within 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/her obligation, the employee will be dismissed.
- B. **Religions Exemption:** Employees wishing to exercise their rights of non-association with the Union on religious grounds shall do so pursuant to the provisions of 39-31-204, MCA
- C. **Union Negotiations:** It is recognized that employees representing the Union for the purpose of negotiations are acting on behalf of the Union and its members and not in their capacity as employees of the City.
- D. **Use of Conference Room:** The Union shall be allowed to use the Officer's Room/Locker Room or the EOC room for one meeting per month. Such meeting shall be scheduled when the facility is available and so as not to interfere with the operations of the City. All on-duty employees shall be allowed to attend said meeting, but shall be on call during such meeting.
- E. **Union Visitation:** With the exceptions of the above monthly meeting, the authorized representatives of the Union shall not visit the work area of the employees and shall not confer with employees on employment-related or Union related matters while such employees are on duty, unless prior authorization from the Chief of Police or his/her designee, has been obtained. Union representatives may confer with on duty employees outside of the work area and police vehicles during such employee's coffee breaks or meal breaks. An employee has the right to request Union representation when the City interviews an employee and when the employee has reason to believe that the information gained may be used against him or her. The exercise of this right shall be governed by Weingarten and its progeny.
- F. **Janitorial Duties:** Except in case of an emergency and as an element of a light duty assignment, employees shall not be required to perform janitorial duties.

ARTICLE 4 - PROHIBITED PRACTICES

- A. **Treatment of Union Members:** No employee shall be favored or discriminated against, either by the Union or the City because he/she maintains or terminates membership in the Union, holds any office in the Union, bargains for the Union, files a grievance, or for any other form of lawful concerted activity.
- B. **Restraining and/or Coercing Employees:** The City and the Union and their agents are prohibited from restraining or coercing employees in the exercise of their rights to join or not to join the Union, to maintain or to terminate membership in the Union, or to individually present a grievance.
- C. **Other Labor Groups Prohibited:** The City will not aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such

group or organization for the purpose of undermining the Union during the term of this Agreement.

- D. Discrimination: No person employed by, nor applicants for employment with the City, nor any applicant for Union membership shall be discriminated against because of race, religion, color, national origin, age, sex, marital status, number of dependents, political affiliations, or Union membership or non-membership. Allegations of such shall be submitted to respective governmental agencies in accordance with their rules and procedures.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- A. City Rights: The City reserves the right to call individuals to work on their scheduled days off in the event such is necessary.

B. Police Officers:

1. Work Day:

- a. Except for emergencies and special assignments including School Resource Officer, Animal Control, and Drug Task Force assignment, the regular work day for Police Officers shall be divided into three equal ten-hour shifts:

Day Shift:	7:00 a.m. to 5:00 p.m.
Afternoon Shift:	12:00 p.m. to 3:00 a.m.
Night Shift:	9:00 p.m. to 8:00 a.m.

The afternoon shift is any combination of 10 hours to adequately cover a shift.

- b. Bidding: Shifts will be bid by seniority. Two Officers shall be assigned and work on each shift. Patrol Officers positions exclude Officers in special assignment and Administrators. To cover a shift shorted by the absence of an Officer in a short notice situation, the City may temporarily move an Officer to cover that shift. Short notice situation is defined as sick time coverage or emergency call out. Officers will not be made to work a different shift, other than what they bid on, in long term circumstances. Long term shall be defined as more than one week. If overtime is required to cover a shorted shift, to the extent practical the most senior Officer shall be given the right of first refusal. Sergeants will schedule patrol officers.
- c. Unless duty intervenes, Officers may take a 30 minute rest break and a 30 minute meal break, as scheduled by the City.
2. Work Week: The work week shall begin each Sunday at 12:01 a.m., and shall continue for seven consecutive days. Officers shall normally work four-consecutive days, followed by three-consecutive days off. The City will establish a workweek for each Officer. Each Officer's workweek will consist of four consecutive shifts, all shifts will be consistent with guidelines of Article 5 Section B, Subsection 1a. All four shifts will be the same for each officer.

Except for a call back or meetings, when an Officer works on either the first or third day of his/her consecutive days off, all such time shall be at time and one-half the Officer's regular rate. When an Officer works the first two days, the last two days, or just the middle day, all such time worked will be at double the Officer's regular rate. When an Officer works all consecutive days off, work on the

first day will be at time and one half and work on the second and third days will be at double time and one-half the Officer's regular rate. Days compensated in this manner shall not be subject to additional overtime pay under Section E of this Article.

3. The City may establish a distinct work week and compensation formula for School Resource Officer, Animal Control Officer, and Drug Task Force Officers, which shall provide approximately the same overall benefits as for other Officers. Required dress and other matters addressed by this Agreement may be different for such Officers.

C. Dispatchers:

1. Shifts: The City will establish a seven-day work week for each Dispatcher which shall attempt to avoid extended periods of work before days off, and shall so notify the Dispatcher. The regular work day for Dispatchers shall be divided into two equal twelve-hour shifts:

Day Shift:	7:00 a.m. to 7:00 p.m.
Night Shift:	7:00 p.m. to 7:00 a.m.
Mid Shift :	11:00 a.m. to 9:00 p.m.
2. Shifts will be bid by seniority every 3 months.
3. The shifts will consist of the following:
 - a. Day Shift 1/Night Shift 1
 - i. Week 1 & 3: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday.
 - ii. Week 2 & 4: (3) twelve hour shifts on Sunday, Wednesday and Thursday
 - b. Day Shift 2/Night Shift 2
 - i. Week 1 & 3: (3) twelve hour shifts on Sunday, Wednesday and Thursday
 - ii. Week 2 & 4: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday
 - c. Mid-Shift (overlap): Monday – Thursday (10) hour shifts 11:00 a.m. – 9:00 p.m.
4. If a vacancy were to occur during a rotation, shift bidding by seniority would need to take place to cover the vacancy for the remainder of the quarter.
5. Other Schedules: By mutual agreement, the City may implement alternate work schedules for Dispatchers.

D. Civilian Employees:

1. Work Day: Civilian employees shall normally work an eight-hour shift. Within the regularly scheduled shift, they shall receive a one-hour meal break and two 15 minute rest breaks.
2. Work Week: Civilian employees shall be scheduled on a seven-day work week, which normally includes five days of work and two days off. The City will attempt to schedule days off to be consecutive within each work period.

E. Overtime:

1. Computation:

- a. Police Officers: All hours that an Officer works over 40 in any work week, shall be considered overtime.
- b. Dispatchers: All hours that a Dispatcher works over 40 in any work week, shall be considered overtime.
- c. Civilian Employees: All hours that a civilian employee works over 40 in any workweek, shall be considered overtime.
- d. Paid leaves shall be considered time worked for the purpose of calculating overtime.

2. Authorization: Except in cases of an emergency, all work which puts an employee in an overtime status shall be specifically approved by the Chief, Captain, Lieutenant, Sergeant, Shift Commander or Dispatch Supervisor in advance. Otherwise, an employee may be subject to the provisions of the discipline and discharge provisions of this Agreement.

3. Meetings: With the exception of firearms training, all mandatory meetings shall be appropriately compensated and at the statutory overtime rate if such puts an employee in to overtime status.

4. Compensatory Time: Prior to the end of each pay period, each employee shall designate on their time sheets if they elect overtime to be paid or credited to compensatory time for that particular pay period. Absent such an election, all overtime shall be paid. Police Officers may maintain a total of no more than 120 hours of compensatory time at any given time, and all other employees may carry no more than 120 hours of compensatory time at any given time. One hour of what would otherwise be overtime will be credited as one and one-half hours of compensatory time. Employees may use compensatory time credits with the advance permission of the City, which use may be denied if the employee's absence would create an undue burden. An employee may carry any or all compensatory time credits until the time he/she separates from the City, at which time all compensatory time hours shall be cashed out at the employee's rate of pay at the time of separation. The City may credit to compensatory time any time which would otherwise be overtime when such time is earned as a result of training. The City may from time to time cash out any or all accumulated compensatory time credits.

5. Records: Each employee is responsible to submit reports, statements, etc., concerning an event during his/her previous tour of duty.

F. Minimum Call Back: When an employee is called back to work and such is not connected to the beginning or end of the employee's regular shift, all work performed during such period shall be at time and one-half the employee's regular rate and shall be for a period of not less than two hours. All work assigned during such period shall be related to the particular purpose of the call back.

ARTICLE 6 – SALARIES

A. Wage/Salary Schedule: Compensation to be paid by the City to the employees in the bargaining unit during the period of this Agreement, subject to the expressed provisions of Article 17 of this Agreement, are set forth in Addendum "A" attached hereto and by reference made part of this Agreement. The City agrees to deduct the following items from the paycheck of each employee:

- a. Federal Income Tax
 - b. State Income Tax
 - c. Union Dues
 - d. Savings Bonds, Credit Union Deductions, etc. (optional by each employee)
 - e. Police Pension
 - f. Health Insurance
- B. Shift Supervisors: When a shift is assigned two or more Officers, one shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.
- C. Sole Officer: When an Officer under the rank of Sergeant works as the sole line Officer, he/she shall be compensated the difference between his/her regular pay and what he/she would have been paid if he/she had attained the rank of Sergeant.
- D. Pay Periods: When agreed by all other bargaining units, the City may change the pay periods to begin at 12:00 midnight on a Friday and ending two calendar weeks later. Except in the case of an emergency, pay checks covering such period shall be issued not later than the Wednesday following each pay period.

ARTICLE 7 - LEAVES OF ABSENCE

A. Sick Leave:

1. Sick leave shall be allowed as provided by Section 2-18-618, MCA. An employee is deemed to be a permanent full-time employee beginning upon completion of his/her one-year probationary period. Sick leave with pay shall be allowed an employee who is absent for any of the following reasons:
 - a. Because of and during illness or injury incapacitating the employee to perform his/her work; or
 - b. Because of illness, death or injury in the "immediate family" requiring the attendance of the employee.
 - c. Five days in the event of a death in any one instance. This does not include necessary travel time to the location of death or services.
 - d. The Chief of Police may extend beyond five days of the maximum sick leave for illness, death or injury in the "immediate family".
 - e. Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, and household dependents of the employee and spouse in a like degree.
 - f. Sick leave may also be used for absence for dental, optical care, or treatment of medical examination. The Chief of Police may, if there is a reason to believe that abuse of sick leave exists, require a medical verification for such absences.
2. Illness that occurs during an employee's vacation may be charged off to sick leave. A written medical verification of proof of illness during vacation will be required to charge to sick leave.

3. In the event of an injury occurring during a regularly scheduled tour of duty, sick leave will be granted during recovery time. Employees shall have the option of using sick leave or industrial accident.
4. Abuse of sick leave is grounds for dismissal as provided by Section 2-18-618 (8), MCA

B. Annual Vacation:

1. Vacation shall be accrued in accordance with Sections 2-18-611 through Section 2-18-617, MCA
2. Vacations shall be arranged or be caused to be arranged in accordance with Montana Codes Annotated 2-18-616. Vacation time of employees not covered by this Agreement shall not affect this schedule.

Vacation time may be taken on a split-vacation basis. If the City approves a split vacation for a senior employee, no employee holding less seniority shall suffer the loss of his/her first choice because of the second half of the senior employee's vacation choice.

3. A vacation sheet will be posted no sooner than August 1st and no later than October 1st for the forthcoming year and the employees must apply for their vacation according to seniority. Each employee will have one week to apply for a vacation slot after the senior man above him has applied. In the event the employee fails to apply for this vacation within his/her week the employee will lose his/her seniority slot and revert to the bottom of the seniority slot.

C. Emergency Leave: An employee may be granted a leave at the discretion of the Chief of Police of no more than one day per year, non-cumulative. The day is deducted from sick leave for emergency situations that arise requiring the employee's personal attention, which is not covered under other provisions of this Agreement.

D. Medical Leave:

1. An employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available shall, upon request, be granted a medical leave of absence, without pay, up to six months. The City may, in its sole discretion, renew such leave.
2. A request for leave of absence or renewal thereof under this Section shall be accompanied by a doctor's written statement outlining the conditions of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

E. Leave Without Pay: A leave of absence without pay may be granted at the sole discretion of the City upon written request by the employee. The request shall state the reason for the leave and the approximate length of time off the employee desires, up to 12 months. This leave may be extended at the discretion of the City.

F. Military Leave: Any permanent employee 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 for forces of the United States Army, Navy, Marine Corps, Air Force or Coast Guard shall be granted leave of absence with pay for attending regular encampments, training cruises, or similar training programs, not to exceed 15 working days per calendar year under military order properly issued by military authorities. Such

absences shall not be charged against other leave credits earned by the employee. To qualify for military leave, an employee must have been employed by the City for a period of six months.

- G. Maternity Leave: The parties are bound by the provisions of State and Federal Statute(s) concerning maternity leave.
- H. Personal Leave: The City will grant requests for annual leave when the expressed purpose is to take care of personal business when such requests are made at least five calendar days in advance except in cases of an emergency. Use of such leave shall be limited to one person per shift and unless the grant would create an undue burden on the Department. The grant of this leave shall not affect an already established annual leave schedule of another employee.
- I. Educational Leave: Upon prior written approval and in accordance with Department policy, an employee may attend not more than 50 hours of classes per quarter or 200 hours of classes per year, while on duty without a loss in pay or benefits. The Chief may require the employee to carry and monitor a police radio and be subject to call, and may deny such a request if in the Chiefs opinion it would be detrimental to the performance and/or productivity of the Department.
- J. Family and Medical Leave: When an eligible employee is on leave which qualifies under the Family and Medical Leave Act, such leave shall be deemed initiated and sick leave shall be applied when applicable.
- K. Records of Leaves:
 - 1. The City shall prepare and maintain up-to-date monthly records showing the number of days accumulated and taken for vacation leave, sick leave, and any granted compensatory time. Such reports shall be easily accessible to the employees.
 - 2. In addition, the City agrees to include on each employees' pay stub each month, a complete accounting of the employee's paid leave time remaining on the City's books as of the end of each payroll period. This information shall include sick leave, vacation leave and all compensatory time.

ARTICLE 8 – HOLIDAYS

A. Holiday Schedule: Employees shall be granted the following holidays without loss of pay:

- | | |
|-----------------------|--------------------------------|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King | Third Monday in January |
| 3. President's Day | Third Monday in February |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | July 4th |
| 6. Labor Day | First Monday in September |
| 7. Columbus Day | Second Monday in October |
| 8. Veteran's Day | November 11 |
| 9. Thanksgiving | Fourth Thursday in November |
| 10. Christmas | December 25th |
| 11. Election Day | Date of State General Election |

The Montana Legislature may establish other holidays.

- B. Holiday Pay: Employees required to work on the above listed holidays shall receive an additional one and one-half times their regular rate of pay set forth in Addendum "A".
- C. Holidays on Regular Days Off: If one of the above listed holidays should fall on an employee's regular scheduled day off, said employee shall receive ten hours or eight hours of compensatory time to be added to an employee's total compensatory time, based on their normal work day schedule.

ARTICLE 9 - HEALTH EXAMINATIONS AND REQUIREMENTS

- A. Physical Fitness Required: Each employee covered by this Agreement must maintain a medically acceptable physical fitness commensurate with the duties and requirements of the position he/she occupies. This may include demonstrating such condition by a medical examination.
- B. Medical Examinations: Whenever the City shall require medical examination in connection with this section, or any other provision of this Agreement, the same shall be at the City's expense. Such examination shall be scheduled during the employee's on-duty time.
- C. Physical Fitness Standards:
 - 1. Physical Fitness Standards Established: The physical fitness standards for initial hiring purposes shall be that used by the Montana Law Enforcement Academy, and for the purposes of annual testing the standard shall be the Montana Physical Abilities Test (MPAT) as posted by the City.
 - 2. Medical Waiver: Upon the receipt of medical verification from a licensed physician, an employee may receive a medical waiver for noncompliance to a particular element of the physical fitness standard. The Department shall reserve the right, subject to the physician's approval, to offer a substitute physical fitness standard of comparable measurements.
 - 3. Assessments Required: Each employee will be required to demonstrate their compliance with the Department's physical fitness standards at least once every year. Physical fitness assessments will be completed by October 31 annually.
 - 4. Failure to comply with the Department's physical fitness standards:
 - a. Noncompliance Process:
 - (1) Employees who fail to comply with the physical fitness standards shall be given a written reprimand along with a warning that they must comply with these standards within three months.
 - (2) At the end of their three month warning, the Department will assess the employee's physical fitness. If the employee remains in noncompliance with the physical fitness standards, then the Police Chief shall place that employee on mandatory leave without pay for a period not to exceed three months.
 - (3) If at the end of six months the employee remains in noncompliance, then the employee will be discharged from the Department.

- D. Schools and Pistol Qualifications:

1. Pistol Qualifications:

- a. The employees are free to attend and participate in the Department Semi-annual Pistol Qualifications and all school and training sessions sanctioned by the Montana Law Enforcement Academy at which their attendance is ordered by the Chief of Police or his/her designate. Attendance at such schools or qualifications shall not be required if such attendance would create an undue hardship on such employee; for example, a night shift employee being required to attend an all-day training session after coming off shift.
- b. Officers will be scheduled for pistol qualifications while on-duty. All officers will be required to qualify. Scores shall be kept by the Lieutenant on shift.

2. CPR Certification: Employees are required as a condition of their employment to obtain and maintain a certificate attesting to the employee's ability to perform emergency Cardiopulmonary Resuscitation techniques. The employee's certification must be from the American Heart Association or comparable certificate approved by the Chief of the Department. In the event that an employee lets his/her CPR Certification expires, he/she will be given 30 days to renew the certification.

E. Performance Evaluations: Evaluations shall be conducted by Sergeants or members of Command annually. Sergeants will not evaluate other Sergeants. Members tasked with evaluating Officers must attend a training pertaining to performance evaluations. The training must be mutually acceptable for both the City and the Collective Bargaining Unit.

ARTICLE 10 - EMPLOYEE FRINGE BENEFITS

A. Medical Insurance: Pursuant to the laws of the State of Montana:

1. The City shall provide the same insurance to respective employees of the Police Department as is provided to other employees employed by the City.

2. Health Insurance:

a. City's Contribution: The City will contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.

B. Retirement: The City and employees are bound by Title 19, Chapter 9, MCA

C. Equipment Provided: The City will provide, maintain, and replace hardware and equipment authorized by the Department, excluding uniforms, for use of employees in their employment.

D. Department Ammunition: The City shall furnish each employee with all qualification and duty ammunition for all departmental issued weapons, subject to department policy.

E. Uniform Allowance: There shall be paid on September 15 and March 15 each year, the following clothing allotment to each employee who wears a uniform in the conduct of his/her duties:

Patrol, Sergeant & Animal Warden:\$360.00

ARTICLE 11 - HEALTH AND SAFETY

- A. Industrial Insurance Required: The health and safety of employees shall be reasonably protected while in the service of the City. The City shall carry industrial insurance on all employees. Employees are directed to report all personal injuries received in the course of employment. No employee shall be required to work with unsafe equipment, nor to work patrol without a firearm unless mutually agreed to the contrary.
- B. Employee Losses: When loss or damage is caused as a result of employment, the City will provide just compensation for destruction of uniforms, personal prosthetic devices, and management approved, required items upon the incident having been reported to the employee's immediate supervisor prior to the end of the shift during which the incident occurred and a claim being made to the City within 72 hours of the incident, and providing that such loss or damage was not due to the negligence of the employee.
- C. Employee Injuries: An employee injured in the line of duty may request investigation by the Worker's Compensation Division of the circumstances of the injury.
- D. Bullet Proof Vests: The Department will provide Police Officers bullet proof vests which are in accordance to underwriter recommendations. Each Police Officer will be required to wear the vest at all times while on patrol duty.

ARTICLE 12 - NEW POSITIONS & PROMOTIONS

- A. New Positions: When a new position is created or a vacancy occurs in any existing position, the City will within five working days post the vacancy internally for 10 working days. Thereafter, the vacancy must be posted on the City website and Montana Job Service. The position will be open continually until an appropriate, qualified candidate is found to fill the vacancy. The vacancy announcement shall contain the following information:
 - 1. A listing of the principal duties of the position;
 - 2. Minimum qualifications;
 - 3. Current assigned hours of service;
 - 4. Current assigned days of rest;
 - 5. Salary range of the position;
 - 6. Starting date of the assignment;
 - 7. Last date when applications will be received and accepted;
 - 8. With whom the applications shall be filed.
- B. Promotional Procedure:
 - 1. Responsibility for Promotions: The City shall first consider and give preference to the applications of current employees for open positions covered by this Agreement and shall base its decision on the applicants' abilities, experience, performance evaluations and seniority. The City shall in its sole discretion assess the applicants' abilities and experience relevant to the requirements of the position. Vacancies shall be filled within 30 calendar days from the end of the posting period, unless the City finds it necessary to re-advertise the position, in which case the vacancy will be filled as soon as possible thereafter.

2. Promotional Procedures: Applications received by members of the bargaining unit will be given consideration before reviewing the applications from external candidates. Promotions will be based on a point system when two or more current bargaining unit members are being considered for a promotion. The person with the greatest number of points will rate the highest score regarding the position open at that time. The composite score will be derived from the following categories:

1.	Structure Interview	20%
2.	Experience (1 year prior law enforcement + .05%)	20%
3.	Seniority within Department (1 year = .05%)	20%
4.	Evaluations	18%
5.	Secondary Education (Associates 2%, Bachelor 4%, Masters 6%)	6%
6.	Assumption of additional duties for the Department on and/or off duty	10%
7.	Post Certificates (Intermediate 2%, Advanced 4%, Supervisory 6%)	<u>6%</u>
	Total	100%

3. Promotional Authority: The Mayor shall select an applicant based on Section 8(1), above, and recommend that candidate to the City Council, which shall then consider and act on the recommendation in accordance with the Council's procedures.

4. Reasons and Appeal: If an employee who applies for a bargaining unit position is not selected, the City will, upon request by that employee, furnish the reason in writing. An employee who disagrees with the reasons may grieve under the provisions of Article 15.

C. School Resource Officer: When the Chief of Police assigns an Officer to act as a School Resource Officer (SRO), the following provisions shall apply:

1. The Chief of Police shall determine the SRO's work schedule, which shall normally be a 40-hour work week based on an average eight hours per day during an average five day school week. Overtime earned by the SRO shall be converted to compensatory time to the limit allowed under the Fair Labor Standards Act.
2. The SRO shall, to the extent possible, limit his/her requests for use of leaves to those times when school is not in session.
3. The Officer shall inform the Chief of Police of extracurricular school activities and in addition to his/her regular work schedule, attend those the Chief determines to be appropriate. The SRO shall also, with advance permission of the Chief of Police, plan and attend school activities and meetings to promote the SRO program.
4. All provisions of the Collective Bargaining Agreement, not modified in this Section, shall be effective except where the SRO and Chief of Police may agree from time to time.

ARTICLE 13 -SENIORITY, LAYOFF AND RECALL

A. Seniority:

1. Definitions:

- a. Sworn Officers: Seniority begins from the last date of hire with the City as a sworn officer, and is recognized after the Officer satisfies his/her probationary period.
 - b. Civilian Employees: Seniority begins from the last date of hire with the City, and is recognized after the employee satisfies his/her probationary period. All Civilian employees who were employed by the City before July 1, 1986, shall have that date as their seniority date.
2. Seniority Roster: The City shall, on or about January 1 of each year, post a seniority roster showing the seniority date for each employee. An employee who disagrees with the information posted may file a grievance. The resolution of or failure to file a grievance shall establish the information as valid from that point forward and in subsequent postings.
3. Seniority Credits:
- a. Continuing Accumulation: An employee shall continue to accrue seniority when on leaves with pay, military leave, and authorized leaves of absence without pay not in excess of 15 calendar days. An employee, who returns to the bargaining unit from a promotion within the Department, shall be deemed to have accumulated additional seniority during such promotion.
 - b. Status Quo: An employee shall not accumulate, but shall not lose, already accumulated seniority credits when he/she is absent on an authorized leave of absence for in excess of 15 calendar days, is on layoff status, or is transferred out of the Department but still employed by the City.
 - c. Loss of Credits: An employee's seniority credits shall be lost when he/she is terminated or resigns. Seniority credits shall also be lost when an employee is on layoff status for in excess of two calendar years from the date layoff began. Members that have left the Department or promoted out of the Collective Bargaining Unit, but have regained employment at a later date, shall request their longevity to be recognized by the union. It will only be granted through a Union majority vote.
- B. Layoff: In the event the City decides to reduce the number of employees within any classification, it shall lay off the employee within that classification who has the least seniority. Except in the case of an emergency, the City will give an employee subject to layoff a minimum of 21 calendar days advance notice.
- C. Recall: When there is an open position within the bargaining unit, the most senior individual on layoff status who has actually been employed in the open position shall be recalled, unless that employee was removed by the City for performance reasons, in which case the next senior employee shall be recalled. The City shall issue a recall notice by certified, return receipt letter to the employee's last-known address. The recalled employee will, not later than 10 calendar days from the mailing of the notice by the City, notify the City in writing of his/her intent to return to work. Should the recalled employee fail to issue such notification, or should the employee fail to return to work at the time specified by the City, the employee shall be deemed to have resigned his/her position. In the event an individual was placed on layoff from a full-time position, he/she may decline recall to a part-time position without being deemed to have resigned or losing his/her rights to recall except as specified in A(3)(c), above.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

- A. Supervisory Authority: In accordance with Title 7, Chapter 32, Part 4103, MCA the Mayor, or the Chief of Police with the concurrence of the Mayor, shall have the power in all cases to suspend an employee for disciplinary purposes, with or without pay, and to otherwise discipline or discharge employees.

- B. Investigatory Suspension: When employees are suspended during investigations, such shall be deemed a reassignment of duties with pay.
- C. Appeal: Should a non-probationary employee believe that he/she has been disciplined or discharged for other than good cause per 39-31-303(5), MCA, he/she may appeal such action under the time lines and in accordance with the rules and procedures of the contractual grievance/arbitration procedure contained herein. Police Officers may opt instead to appeal to the Miles City Police Commission and seek judicial review under the provisions of 7-32-4164, MCA, but the initiation of one of these appeal processes shall be deemed an irrevocable selection of that process to the exclusion of the other.
- D. Personnel Files: An employee may view and obtain one copy of anything in his/her official personnel file except confidential letters of recommendation. Only documents contained in the employee's official personnel file or documents which the employee has verified by his/her signature that he/she has read and/or received, can be used against the employee. A warning letter shall not remain a part of an employee's official personnel file for longer than two years unless it can be used to document an ongoing problem; however the City may weigh any past performance and discipline issue when considering the imposition of discipline or discharge.

ARTICLE 15-GRIEVANCE AND ARBITRATION PROCEDURES

- A. Stewards: Employees selected by the Union to act as Union Representatives shall be known as Stewards, and the Union will promptly notify the Mayor and Chief of Police of such selection.
- B. Grievance Representation: Employees shall not be required to meet with any City official or representative without Union representation.
- C. Definition: A grievance shall mean any complaint by an employee or the Union that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement. All grievances and responses shall be made using the form attached as Addendum B.
- D. Time Limits: Failure by the Union to follow time limits provided herein shall render the subject of the grievance moot. Failure by the City to follow time limits herein provided shall allow the Union to process the grievance to the next step of the procedure, in accordance with the time limits. Time limits may be extended by written mutual agreement of the Union and the City, for the purpose of this Article, days shall mean each and every calendar day.
- E. Prompt Correction: Any action taken by the City or in action of the City which causes an employee's harm, either financially, physically, or with respect to employment status, that is subsequently found to have been inappropriate, shall be promptly corrected.
- F. Resolution Procedure: Informal discussion can be beneficial and is encouraged, however, in the absence of or inability of such discussion to resolve a problem, as it exists, any grievance which arise between the parties shall be settled in the following manner:

STEP 1: Any employee or the Union may file a grievance in writing not later than 12 calendar days of the event giving rise to the grievance, with the Chief of Police. The Chief of Police shall respond in writing to the grievant not later than 12 calendar days from the receipt of the grievance.

STEP 2: If the grievant disagrees with the Chief's response, the grievant shall submit the appeal in writing to the Mayor not later than 12 calendar days from the receipt of the response. The Mayor shall respond in writing to the grievant not later than 12 calendar days from the receipt of the appeal.

STEP 3: If the grievant and the Union disagree with the Mayor's response, the grievance may be submitted in writing to the City Council not later than 12 calendar days from the receipt of the Mayor's response. The City Council shall hear the grievance at the next regular meeting, and shall issue its decision at the subsequent regular meeting.

STEP 4: If the grievant and the Union disagree with the City Council's decision, the grievance may be submitted to final and binding arbitration under the following provisions:

1. Not later than 12 calendar days from the receipt of the City Council's decision, the Union will petition the Montana Board of Personnel Appeals for a list of seven potential arbitrators to be sent to the Union and to the City or its representative, and the Union shall promptly deliver a copy of the petition to the Mayor or his/her representative.
 2. Upon receipt of the list, the parties shall promptly alternately strike names with the final name being the arbitrator. The Union shall notify the Board of Personnel Appeals of the appointment, and shall deliver a copy of such notice to the Mayor or his/her representative.
 3. Not less than 20 calendar days prior to the arbitration hearing, the arbitrator shall resolve all arbitrability issues submitted to that point.
 4. The arbitrator shall conduct a hearing, unless the parties agree to submit only briefs and written evidence, and shall issue a written decision not later than 30 calendar days from the end of the hearing or briefing schedule unless the parties agree to a bench decision with a written version to follow.
 5. The arbitrator shall have no authority to add to, delete from or otherwise modify the terms of this Agreement.
 6. The parties shall equally share the arbitrator's expenses, and shall pay their own costs. If one party requests a transcript, it shall pay the cost unless the other party requests a copy, in which case the cost shall be shared equally.
- G. Election of Remedy: When the grievant or Union submit the same issue to another arena, the grievance shall be deemed moot. When a grievance is moved to arbitration, to the extent allowed by law that shall be the exclusive remedy.

ARTICLE 16- MEET AND CONFER

- A. Committee: There is formed a Labor/Management Committee which consists of two representatives appointed by the Union, and two appointed by the City. The parties will notify each other in writing of the initial appointment of members and any changes. Each party shall select one additional member for each meeting, who may have a particular interest or knowledge of the subject(s) on the agenda, and shall notify the other party of that individual's appointment at least 48 hours in advance.
- B. Meetings: The Committee will meet at mutually agreeable times and places. Employees on the

Committee will attend meetings without loss of pay or benefits. The Committee will meet at the request of either party and the parties will supply each other with a list of topics they wish to discuss at least 48 hours prior to the meeting. Each party will take and maintain their own records of the meeting. Any topic, except those prohibited by law, may be placed on the agenda.

- C. Reports: The Committee may issue a majority and/or minority report and/or recommendation to the Mayor and to the Union. Should the City wish to implement a recommendation which involves a mandatory subject of bargaining, it shall notify the Union and the parties will meet at reasonable times and places in order to bargain.

ARTICLE 17 -SAVINGS CLAUSE

- A. Severability: If any section, subdivision, paragraph, sentence, clause, phrase, or other part of this Agreement is determined or declared to be contrary to or in violation of any State or Federal Law, the remainder of this Agreement shall not hereby be affected or invalidated.
- B. Substitute Provisions: In the event of any of these provisions being declared illegal, the parties shall meet and negotiate a substitute provision within five days.

ARTICLE 18 -- DURATION

- A. Duration: This Agreement shall become effective July 1, 2018 or the date of final ratification, whichever comes later, and shall be considered in full force and effect through June 30, 2020 and shall be considered as renewed from year to year thereafter, unless either party hereto gives written notice to the other that it desires to have the same modified or terminated. Such notice must be given at least 60 days before the expiration of this Agreement. If such notice is not given, then this Agreement shall be deemed renewed for a one-year period.

- B. Effect: This Agreement constitutes the full and complete agreement between the City and the Union. Any matter relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless by mutual agreement of the parties.

- C. Work Stoppage Prohibited: It is understood that the services performed by the City's employees are essential to the public health, safety, and welfare of the community. The Union, therefore, no employee nor the Union will attempt to organize or engage in a work slow-down, picketing, strike or any other activity which reduces the level of work normally performed. Likewise, the City agrees that during the term of this Agreement, there shall be no lockouts of the employees.

For the City of Miles City

For AFSCME COUNCIL No. 9

Date ratified: _____

Date ratified: _____

Mayor

Executive Director/Field Representative

President, Local 283-B

ADDENDUM "A"

A. Police Officers;

1. Wage Schedule (Minimums):

a. Effective July 1, 2018

YEARS OF SERVICE	PROBATION	PATROL	SENIOR PATROL	MASTER PATROL 1	MASTER PATROL 2	MASTER PATROL 3	SERGEANT
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61th month	Beginning with 97th month	Beginning with 121th month	Requires appointment
Base Increases	\$ -	\$ 2.06	\$ 0.64	\$ 0.36	\$ 0.38	\$ 0.38	\$ 1.50
Base/Hire Rate	\$ 19.58	\$ 21.64	\$ 22.28	\$ 22.64	\$ 23.02	\$ 23.40	\$ 23.78
1		\$ 21.71					\$ 23.85
2		\$ 21.78					\$ 23.92
3			\$ 22.49				\$ 23.99
4			\$ 22.56				\$ 24.06
5				\$ 23.77			\$ 24.97
6				\$ 24.00			\$ 25.21
7				\$ 24.22			\$ 25.44
8					\$ 24.86		\$ 25.68
9					\$ 25.09		\$ 25.92
10						\$ 25.74	\$ 26.16
11						\$ 25.86	\$ 26.28
12						\$ 25.97	\$ 26.40
13						\$ 26.09	\$ 26.28
14						\$ 26.21	\$ 28.54
15						\$ 26.33	\$ 26.75
16						\$ 26.44	\$ 26.87
17						\$ 26.56	\$ 26.99
18						\$ 26.68	\$ 27.11
19						\$ 26.79	\$ 27.23
20						\$ 26.91	\$ 27.35

All Longevity Increase are calculated off the Base Rate

Probation One Year from date of hire

One through Four Years 1% of \$750 plus prior year base

Fifth Year Rate is calculated at 5% of the Base

Sixth Year Rate 1% for each year of service

Eleventh Year Rate 1% for 10 years + .5% for each year of service after 10 years up to 20 years

2. Rank:
 - a. Following the successful completion of the probation period, an Officer will transition to the rank of "Patrol" and shall be paid under that column.
 - b. Following 36 months of employment, the Officer will transition to the rank of "Senior Patrol" and shall be paid under that column.
 - c. Following 60 months of employment, the Officer will transition to the rank of "Master Patrol 1" and shall be paid under that column.
 - d. Following 96 months of employment, the Officer will transition to the rank of "Master Patrol 2" and shall be paid under that column.
 - e. Following 120 months of employment, the Officer will transition to the rank of "Master Patrol 3" and shall be paid under that column.
 - f. The City may promote an Officer to a higher rank in accordance with Article 12 of this Agreement.
 - g. Previous Experience: The City may recognize some or all of the previous experience of an employee hired from outside the bargaining unit by placing such an individual at any cell of the Probation column. The City may place an employee returning to the bargaining unit within two calendar years of his or her voluntary resignation on any cell of the wage schedule. When individuals who were initially placed at such higher steps of the schedule advance to subsequent columns, they will transition to the next columns in accordance with their years of service.

2. Longevity: In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to five years. Beginning on the fifth year of service a longevity increase of 5% will be given for the fifth year and only the fifth year of service. Beginning with the sixth year of service an increase of 1% longevity increase will be given annually through the tenth year of service. Beginning in the eleventh year of service a .5% increase will be given annually up to and including the 20th year of service.

3. Shift Differential: Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional 50¢ per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional 75¢ an hour in addition to other salary payment.

4. Emergency Medical Technician: The following schedule is added to the wage and salary addendum:

- a. Emergency Medical Responder (EMR) Certification: \$20.00 per month

- b. Emergency Medical Technician (EMT): .. \$50.00 per month
- 5. Physical Fitness Allowance: The City will contribute up to \$240 each year toward each employee's membership or use of an athletic association or education facility which has been approved by the Chief based on the program's compatibility with the Department's physical fitness standards. Each employee will furnish evidence of attendance in order for the contribution to continue.
- 6. Drug Task Force: An Officer assigned to the Regional Drug Task Force shall receive an additional \$1.00 per hour for all hours worked in that assignment.

B. Dispatch and Animal Control:

I. Dispatch Wage Schedule (Minimums):

a. Effective July 1, 2018

YEARS OF SERVICE	PROBATION	CONFIRMED	DISPATCHER 1	DISPATCHER 2	DISPATCHER 3
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61st month	Beginning with 97th month
Base Increases	\$ -	\$ 1.10	\$ 1.25	\$ 0.34	\$ 0.93
Base/Hire Rate	\$ 15.85	\$ 16.95	\$ 18.20	\$ 18.54	\$ 19.47
1		\$ 17.02			
2		\$ 17.09			
3			\$ 18.41		
4			\$ 18.48		
5				\$ 19.47	
6				\$ 19.65	
7				\$ 19.84	
8					\$ 21.03
9					\$ 21.22
10					\$ 21.42
11					\$ 21.51
12					\$ 21.61
13					\$ 21.71
14					\$ 21.81
15					\$ 21.90
16					\$ 22.00
17					\$ 22.10
18					\$ 22.20
19					\$ 22.29
20					\$ 22.39
All Longevity Increase are calculated off the Base Rate					
Probation One Year from date of hire					
One through Four Years 1% of \$750 plus prior year base					
Fifth Year Rate is calculated at 5% of the Base					
Sixth Year Rate 1% for each year of service					
Eleventh Year Rate 1% for 10 years + .5% for each year of service after 10 years up to 20 years					

2. Animal Control Wage Schedule (Minimums):

a. Effective July 1 2018

YEARS OF SERVICE	PROBATION	CONFIRMED	ANIMAL CONTROL 1	ANIMAL CONTROL 2	ANIMAL CONTROL 3
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61st month	Beginning with 97th month
Base Increases	\$ -	\$ 3.04	\$ 0.23	\$ 0.57	\$ 0.57
Base/Hire Rate	\$ 16.04	\$ 19.08	\$ 19.31	\$ 19.88	\$ 20.45
1		\$ 19.15			
2		\$ 19.22			
3			\$ 19.52		
4			\$ 19.59		
5				\$ 20.87	
6				\$ 21.07	
7				\$ 21.27	
8					\$ 22.09
9					\$ 22.29
10					\$ 22.50
11					\$ 22.60
12					\$ 22.70
13					\$ 22.80
14					\$ 22.90
15					\$ 23.01
16					\$ 23.11
17					\$ 23.21
18					\$ 23.31
19					\$ 23.42
20					\$ 23.52
All Longevity Increase are calculated off the Base Rate					
Probation One Year from date of hire					
One through Four Years 1% of \$750 plus prior year base					
Fifth Year Rate is calculated at 5% of the Base					
Sixth Year Rate 1% for each year of service					
Eleventh Year Rate 1% for 10 years + .5% for each year of service after 10 years up to 20 years					

3. A Dispatcher shall not pass out of probation until he or she successfully completes the Montana Law Enforcement Academy 911 Basic Telecommunications Course 56 hour course and obtains certification as a CJIN/NCIC operator. An Animal Control Officer shall not pass out of probation after one year of employment
2. Longevity: In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to five years. Beginning on the fifth year of service a longevity increase of 5% will be given for the fifth year and only the fifth year of service. Beginning with the sixth year of service an increase of 1% longevity increase will be given annually through the tenth year of service. Beginning in the eleventh year of service a .5% increase will be given annually up to and including the 20th year of service.
3. Shift Differential: Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional 50¢ per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional 75¢ an hour in addition to other salary payment.
4. Following the successful completion of the probation period, an employee will transition to the rank of "Confirmed" and shall be paid under that column.
5. Following 36 months of employment, the employee will transition to the rank of "Dispatcher 1" or "Animal Control 1", and shall be paid under that column. In order to receive this and subsequent promotions, a Dispatcher must have successfully completed the Emergency Medical Dispatch (EMD) 24-hour course.
6. Following 60 months of employment, the employee will transition to the rank of "Dispatcher 2" or "Animal Control 2" and shall be paid under that column.
7. Following 96 months of employment, the employee will transition to the rank of "Dispatcher 3" or "Animal Control 3" and shall be paid under the column.
8. A Dispatcher who is assigned additional duties as a result of being CJIN/TAC certified shall receive a stipend of 50¢ per hour. If a second Dispatcher is assigned as an alternate CJIN/TAC the two will share the stipend.

C. Recognition for Training and Education:

1. An employee who presents acceptable evidence of attaining one of the following training levels shall be recognized by payment for the highest level attained:
 - a. POST Intermediate \$25.00 each month
 - b. POST Advanced \$50.00 each month

2. An employee who presents acceptable evidence of attaining a Bachelor's Degree in a law enforcement field shall be recognized by payment of \$50 each month.

GRIEVANCE REPORT FORM

MILES CITY, MONTANA

POLICE DEPARTMENT

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 Signature: _____ Date given to Chief of Police: _____

CHIEF OF POLICE'S RESPONSE:

A. _____

B. _____

C. _____

Police Chiefs Signature: _____ Date given to Grievant: _____

Grievant: _____

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

Grievant Signature: _____ Date given to Mayor: _____

MAYOR'S RESPONSE:

A. _____

B. _____

C. _____

Mayor's Signature: _____ Date given to Grievant: _____

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

Grievant Signature: _____

Union President's Signature: _____ Date Given to City Council: _____

CITY COUNCIL'S RESPONSE:

A. _____

B. _____

C. _____

City Council Chair's Signature: _____ Date Given to Union President: _____

RESOLUTION NO. 4208

A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL NO. 600 UNION.

WHEREAS, the City of Miles City (“City”) and the Local No. 600 of the International Association of Fire Fighters AFL-CIO (“Local 600”) have negotiated and desire to enter into a new collective bargaining agreement (CBA), which covers certain City employees who work for 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 600, 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 13TH DAY OF NOVEMBER, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk



Item: Labor Agreement between the City of Miles City and the International Association of Fire Fighters, Local #600 (IAFF Local #600)

From: John Hollowell, Mayor

Initiated By: Mayor's Office/IAFF Local #600

Presented By: John Hollowell, Mayor

Action Requested: Ratification of the Proposed Collective Bargaining Agreement with the IAFF Local #600

Suggested Motion:

1. Councilperson moves:
"I move that the City Council approve the labor agreement between the City of Miles City and the IAFF Local #600, and authorize the Mayor to execute the agreement."
2. Mayor calls for a second, City Council Discussion, public comment, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Council approve the labor agreement between the City of Miles City and the IAFF Local #600.

Background:

The current Collective Bargaining Agreement (CBA) with the Miles City Firefighters expired on June 30, 2018 (prior contract term was July 1, 2012 through June 30, 2018). For this contract, both parties agreed to a new collective bargaining process called "Affinity". One federal mediator and one state mediator visited with the teams on July 24 to provide instruction of the process. On July 25, the mediators monitored the process and provided guidance as necessary. A tentative agreement was reached in a little over six hours.

Please find below a summary detailing changes to the proposed agreement.

Summary of Changes

Agreement Term: 2 Years – July 1, 2018 – June 30, 2020

Minor Updates throughout the CBA:

- Grammar, punctuation, spelling
- Reformatted page numbering

Changes from the previous agreement include:

Article 4 – Updated required testing for probation period to reflect current requirements.

Article 5 – Added language at end of article – Seniority for the department members shall not take place of rank for orders in the chain of command.

Article 6.B.2 – Deleted the following language – The performance appraisal will be the first step of the promotional procedure, and it will be completed before going to the next step.

Article 6.C.1-7 – Updated the language for each rank and officer status to reflect the correct training requirements for promotion. Deleted Firefighter I and changed Firefighter III to Driver Operator. Rearranged order of officers.

Article 6.D - Retention of Rank language deleted no longer applicable.

Article 6.E. – Renumbered to D added language “...unless extenuating circumstances exist.” This will allow the Chief to carry on duties in the absence of adequate staffing that would hinder the operations of the department.

Article 6.F. – Renumbered to E. Changed the promotional procedure process from thirty to forty-five days.

Article 6.G – Renumbered to F.

Article 6.H – Renumbered to G.

Article 7 – Language change “Human Relations Director” to “Human Resource Officer”.

Article 10.B.1 – Item added. “Battalion Chief of Operations: Battalion Chief of Operations will work a 42 hour work week, most commonly Monday through Thursday. The hours can be adjusted as needed. The Battalion Chief of Operations is still considered as “shift personnel”.

Article.11 – Language added “When the Battalion Chief is off duty, the Battalion Chief Will be included in the overtime rotation.”

Article 12.C.1 – Item added. “Battalion Chief of Operations selection of vacation will be submitted to the Fire Chief with the vacation list. The Battalion Chief’s selection shall be in addition to the vacation list and will not affect the other shift member’s choices.

Article 18.F – Changed “current” to “highest”, changed “EMT Basic or Intermediate, Basic Wildland Firefighter” to Emergency Care Provider licensure obtained,” to reflect current requirements.

Article 23 – Added after Chief “and Battalion Chief”. Also added the following language “In the occurrence of an “unscheduled vacancy,” which is defined as a vacancy which has been noticed not less than 2 hours prior to the beginning of a shift, the regular overtime protocol shall be followed. If no members are available to fill the unscheduled vacancy, the Chief may direct the Battalion Chief to fill said vacancy. In the occurrence of an “emergency fill in” vacancy, defined as a vacancy which has been noticed less than two hours prior to the beginning of a shift, or a vacancy occurring during a shift, the Chief may direct the Battalion Chief to fill the vacancy, without following the regular overtime protocol.

“Emergency fill in, is referring to when someone calls in right before shift starts, or has to leave during shift for illness or related events. Otherwise, an unscheduled vacancy would be someone calling in 2 or more hours prior to their shift, then they would need to follow the regular overtime protocol.”

Article 27 – Changed “two” to “three” added “...and the Fire Chief”.

Changes to Addendum A – Wages:

All firefighters employed by the Miles City Fire Department are required to possess current basic EMT certification. The EMT stipend was added into the base wage of both probationary and confirmed firefighters. Ranks and stipends were adjusted to reflect of a percentage of the confirmed firefighter base wage. Stipends are awarded to firefighters based upon completion of required courses and training. Ranks are awarded based on required courses and training completed and the promotion criteria outline in the collective bargaining agreement. Basing ranks and stipends on a percentage of the confirmed firefighter’s base provides incentive to acquire additional skills and knowledge. Wage comparisons can be more accurately conducted by the City which allows for the control of costs through flexibility in awarding salary increases based on the ranks and stipends when compared to fire departments throughout the state.

Shift coverage was also discussed during negotiations. It was agreed that firefighters covering shifts for illness, vacations, military leave, and during staff shortages should be compensated for the first six hours at 1½’s their regular hourly rate to be worked in 12 hours shifts. This compensates for the disruption of regular time off.

Stipends for off duty medical transfers were also added to compensate for firefighters taking medical transfers during off duty hours. These stipends are based on the current EMS status of employees riding on medical transfers. Eight hours will be guaranteed for transports with the first hour being at 1½’s of the normally hourly rate for transports further than a 100 mile radius of Miles City. It is the goal of the Miles City Fire Department to increase medical transports by 50%. Based on this projection ambulance net revenue may be increased by an average of \$20,000 per year.

Attached are the results of the 2017 Salary Survey conducted by the City. This survey indicates that Miles City Firefighters are currently 5% below the average. Based on the use of the percentage of base for ranks and stipends the overall increase to the Miles City Fire Department employees will be 3%, 2% below the indicated 5% increase.

A gym membership stipend was added to help members remain compliant with firefighter physical fitness standards.

The fiscal impacts to the current budget of proposed changes to the collective bargaining agreement are as follows:

18/19 Budget

	EMS	Fire
Increased Revenue- Out of Town Transports	\$ 60,000.00	\$ -
Current Wages	\$ 233,296.00	\$ 467,064.00
3% Wage Increase	\$ 240,295.00	\$ 481,076.00
Ambulance Transfer Wages	\$ 40,000.00	\$ -
Increase to Budget	\$ 6,999.00	\$ 14,012.00
Overtime Wages	\$ 19,200.00	\$ 51,800.00
23% Overtime Increase	\$ 23,616.00	\$ 63,714.00
Increase to Budget	\$ 4,416.00	\$ 11,914.00
Total Increase to Budget	\$ 11,415.00	\$ 25,926.00
Net Fund Increase (Decrease)	\$ 48,585.00	\$ (25,926.00)

Alternatives:

The City Council could reject the proposed changes and direct the Mayor to continue collective bargaining.

**COLLECTIVE
BARGAINING AGREEMENT**

between

**MILES CITY FIRE FIGHTERS Local No. 600
International Association of Fire Fighters**

and

THE CITY OF MILES CITY



July 1, 2018 through June 30, 2020

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Local No. 600, International Association of Fire Fighters, Miles City, Montana
and
The City of Miles City

This Agreement made between the City of Miles City, hereinafter called the "Employer" and the Miles City Fire Fighters Local #600 of The International Association of Fire Fighters AFL-CIO, hereinafter called the "Union".

WHEREAS the parties have agreed to enter into this Agreement for the purpose of more effectively defining the duties, privileges, working conditions and remuneration, respecting the employment of the Fire Fighters employed by the Employer.

ARTICLE 1 - RECOGNITION

This Employer recognizes the Union as the sole exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all Union members of the Miles City Fire Department, and also those covered under the provisions of Article 3, but excluding the Chief. The Union recognizes the City of Miles City and any agent it may name as the representative of the City.

ARTICLE 2 - UNION MEMBERSHIP

Employees may, at their discretion, become members of the Union. This includes any person currently employed by the Fire Department or any person who becomes a new member of the Fire Department. Employees who elect to not become members of the Union will also be entitled to all benefits and rights of this Agreement subject to the check-off set forth in Article 3.

ARTICLE 3 - CHECK OFF

The Employer agrees to deduct from the monthly pay of each Firefighter who has signed a payroll deduction card, a sum certified by the Secretary of the Union as Union dues. Such deductions will be made from the pay of the individual members and the total deducted will be delivered to the Secretary-Treasurer of the Union. There will be deducted from the monthly wages of each employee who has elected not to become a member of the Union, a sum equal to the sum certified by the Secretary of the Union as dues for Union Members. Such sums deducted will be delivered to the Secretary-Treasurer of the Union for the use of the Union as a Service Charge. Employees who fail to meet this requirement will be discharged. The Union indemnifies and holds harmless the City from any suit involving the application

of the representation fee, including payment of any awards orders by a court, and court and attorney fees.

ARTICLE 4 - PROBATION PERIOD

All new employees will serve a probationary period of 12 months and will have no seniority rights during this period, but will be subject to all clauses of this Agreement. All employees who have worked 12 months, passed the FF1 test, and who have been duly appointed will be known as permanent employees and the probationary period will be considered part of their seniority time.

ARTICLE 5 - SENIORITY LIST

The Employer will establish a Seniority List and it will be posted and brought up to date on January 1 of each year and immediately be posted on the Fire Department bulletin board for a period of 30 days, and a copy given to the Secretary of the Union. Any objections to the Seniority List, as posted, will be reported to the Employer not later than 10 days or the list will stand approved as posted. Seniority for the department members shall not take place of rank for orders in the chain of command.

ARTICLE 6 - OFFICERS AND PROMOTIONAL PROCEDURE

- A. **Slate of Officers:** There will be an Officer, exclusive of the Chief, in charge of each regularly scheduled work shift. Said officer will have, as a minimum, been promoted to the position of Lieutenant commensurate with the requirements of Article 6, Section C of the current Agreement between the Union and the Employer. Vacancies in the position of work shift officer will be filled by the Lieutenant, whenever possible.
- B. **Promotional Procedure:** When a permanent vacancy occurs in a position covered by this collective bargaining unit or by virtue of a newly created position, the Chief shall post the opening in the regular places for notices to the employees in the bargaining unit. Promotions will be based on a point system. The person with the greatest number of points will rate the highest score regarding the position open at that time. The composite score will be derived from the following four categories: Seniority, Performance Evaluation, Oral Assessment, and Written Test. The composite score range is 0 to 100 points. All points being equal, the senior person will receive the promotion.
 - 1. **0-20 Points - Seniority:** Each Applicant will score two points for each year of employment with the Fire Department, not to exceed twenty points.

2. 0-40 Points - Performance Rating: the Evaluation Committee will rate each applicant on their history of Job Performance. The committee will consist of the Chief, Battalion Chief and one member appointed by the Union who is of the rank of Captain or higher. The forms to be used in the Performance rating process will be furnished by the Chief of the Department to all Committee members. After completion of the Performance Rating process by the committee, an overall score will be obtained by totaling all of the rating scores and dividing by four. The points will then be awarded on a percentage basis. Scores will be explainable and defensible.
3. 0-20 Points - Oral Assessment: The Oral Assessment Panel will consist of the Fire Chief, Battalion Chief and a member appointed by the Union who is of the rank of Captain or higher who has an employment history in a full-time career department that includes firefighting and EMS. Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios, and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value. The Assessment panel will agree on the point values assessed each question before the assessment begins. All scores will be explained in writing to validate and defend the application of the Oral Assessment. The scores will be given to the Chief.
4. 0-20 Points - Written Competitive Tests. Written competitive test will be used only twice in the promotional procedure, once when testing for the position of Lieutenant, and once when testing for a Chief Officer's position. Promotion to Captain will be from a Lieutenant. The Applicants for Lieutenant will be given a single written test compiled from information contained in the following: the IFSTA Manuals of equal content to those that had made up the applicable Red Manuals referenced in Section(C), subsection (1) of this Article, Department SOPs, Department Working Rules and Regulations, Company Officer Manual, and Incident Command System book. The Applicants for Chief Officer will be given two separate written examinations, each with a maximum possible point value of twenty points. One test will be compiled by the Chief of the Department from material agreed upon by the Chief and the Union, and one test will be of the type purchased from a testing facility. The available points will be awarded on a percentage basis. In order to continue the promotional process, the candidate(s) must score at least 70% correct on the written tests.

C. Eligibility for Promotion: To be eligible for promotion to one or more of the following positions or rank, the following criteria will apply:

1. Required Training: Completed FFI, FFII, and Driver-Operator.
2. Lieutenant: Five years as a fully paid and full-time member of the Fire Department, currently certified at FFI, FFII, Driver-Operator, and will complete Fire Officer I within one year of appointment.

3. Captain: Five years as a fully paid and full-time member of the Fire Department, currently certified as Fire Officer I level, and complete Fire Officer II within one year of appointment.
4. Battalion Chief: Two years or greater previous Captain's rank, certified at Fire Officer II level, and complete a Chief Officer course or Fire Officer IV or equivalent within one year of appointment.
5. Fire Training Officer: Five years as a fully paid and full-time member of the Fire Department and be currently certified at the Fire Officer I level. Obtain Live Fire Instructor, Modern Fire Attack Instructor, and Training Officer credential within two years of appointment.
6. EMS Officer: Five years as a fully paid and full-time member of the Fire Department. Have a current certification as a State of Montana EMS Lead Instructor within one year (if extenuating circumstances exist, this may be extended). If not currently serving as a shift officer, the EMS Officer shall have completed (or complete within one year of promotion) Fire Instructor I.
7. Inspector/Deputy Inspector: Five years as a fully paid and full-time member of the Fire Department and be currently certified as Firefighter II. Must complete the International Code Council Fire Inspector 1 Certification for Deputy Inspector and International Code Council Fire Inspector 2 Certification for Inspector. Will complete Arson Investigation or the equivalent within one year of appointment.

- D. Assignment Restriction: The Promotional Positions set forth above, and the work assigned to such positions will not be assigned to or carried out by the Chief or any other employee not covered under this Agreement unless extenuating circumstances exist.
- E.. Vacancy Time Limit: A permanent vacancy within the number of employees of the Fire Department, as authorized by Employer for the effective dates of this Agreement, will be filled not later than forty-five calendar days of the occurrence of the vacancy. A vacancy filled through the promotional procedure will be filled not later than forty-five calendar days of the date of the occurrence of the vacancy. In the event that there are insufficient personnel having the necessary requirements to fill promotional vacancies, then selected requirements may be waived subject to agreement between the Union and the Employer.
- F. Exceptions to the Time Limit: Employees both eligible and interested in a position as provided in Article 6, Section C will submit to the testing, rating and seniority scoring procedures set forth in this Agreement. The employee with the highest number of points accumulated will have the first option of filling the vacancy opened. If the Applicant with the highest number of points declines the opening, the employee with the second highest number of points will then have the option of filling the vacancy, but only after the first ranked employee has declined or failed to accept the position after he has been notified in writing five days prior. If both eligible employees decline the vacancy, then the Employer has the option of seeking qualified applicants

from outside the Department and the time limits specified in Section (D) above, will begin anew; providing, such applicants meet the qualifications set forth in Section (C) of this Article.

G. Responsibility for Promotions: The Chief of the Department will, during the time limit set forth in this Article, Sections F and G:

1. Determine the eligibility of all employees to be evaluated and notify, in writing, each employee of the same.
2. Procure all written test materials, or make prior arrangements for the tests to be administered by a designated and approved proctor. (Approved by Test Security Agreements or rules of the testing agency.)
3. Administer or cause to have administered the written tests to all qualified Applicants.
4. Procure all performance ratings, including their own, as well as all of the Applicant's Senior Officer's ratings.
5. Calculate points earned by seniority.
6. Compile and summarize the composite scores of all Applicants.
7. Review the ratings and scores with any requesting Applicant with regard to the job opening so they may examine their comparative rating, or see how they could improve in the future.

The Fire Chief will make all promotions expeditiously and in a manner consistent with the requirements of Articles 6 and 7 of this Agreement.

ARTICLE 7 - DISQUALIFICATION

All appointments and promotions will be made from the ranks, whenever possible, providing the member appointed or promoted is qualified for the position. If the applicant is disqualified by two of the three following: Chief, Human Resource Officer, Battalion Chief, the reasons for such disqualification will be presented in writing to the Secretary of the Union. The decision on any appointment or promotion may constitute a grievance and will be processed in accordance with the provisions of Article 17.

ARTICLE 8 - PERSONNEL REDUCTION

In the case that the Employer decides to reduce the Fire Department personnel, the employee with the least seniority will be laid off first. No new employee will be hired until all laid off employees have been given the opportunity to return to work. Employees will be called back to work based by seniority.

ARTICLE 9 - SALARIES

The Fire Department Wage Addendum will be the schedule of wages, payable twice monthly, to the members of the Fire Department and is attached hereto and made a part of this Agreement. The Wage Addendum will be determined through the collective bargaining process between the Employer and the Union.

ARTICLE 10 - HOURS OF DUTY

- A. Civilian Employees: The average weekly hours of duty in a year will not exceed 40. Any hours over the 40 hour work week will be compensated for in wages or time off; except the Employer may summon and keep all personnel on duty during a conflagration or major emergency, including civilian employees. Overtime is addressed in the Wage Addendum.
- B. Shift Personnel: The work schedule will consist of a 24-hour work shift followed by 72 hours off duty. In working the 24-72 schedule, the workweek averages 42 hours per week. The Fire Chief will determine who works on each shift. All shift personnel will work a 28- day cycle, with a maximum of 212 hours, for determination of overtime compensation. Overtime is addressed in the Wage Addendum. For the purposes of interpreting the contract, a 24-hour shift will be deemed to be three working days.
 - 1. Battalion Chief of Operations: Battalion Chief of Operations will work a 42 hour work week, most commonly Monday through Thursday. The hours can be adjusted as needed. The Battalion Chief of Operations is still considered as "shift personnel".

ARTICLE 11 - EVENLY DISTRIBUTED OVERTIME

In the event that a need for overtime should occur in the Fire Department because of vacations, sickness or other unforeseen conditions, overtime pay will be compensated as detailed in the Wage Addendum. Overtime work should be distributed among all employees within the same job classification as equally as possible. When the Battalion Chief is off duty, the Battalion Chief will be included in the overtime rotation.

ARTICLE 12 -VACATIONS

- A. Rate earned: Each full time employee of the Fire Department is entitled to and will 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) will equal one year. Proportion- ate vacation leave credits will 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, will earn vacation credits. However, such persons must be employed six qualifying months before

they can use vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order avoiding a break in service. For the purposes of interpreting the Agreement, a 24-hour shift will be deemed to be three working days. Vacation leave credits will be earned in accordance with the following schedule:

1. From one full pay period through 10 years of employment at a rate of 15 working days each year;
2. For each year of service after 10 years through 15 years of employment at the rate of 18 working days each year;
3. For each year of service after 15 years through 20 years of employment at the rate of 21 working days each year;
4. For each year of service after 20 years of employment at the rate of 24 working days each year.

Permanent part-time employees are entitled to prorated annual vacation benefits if they have regularly scheduled work assignments and normally work at least 20 hours each week of the pay period and have been working the qualifying period.

- B. Unlawful Termination: It will be unlawful for an Employer to terminate or separate an employee from their employment in an attempt to circumvent the provision of this paragraph. Should a question arise under this paragraph, it will be submitted to arbitration as provided in Chapter 5, Title 27 M.C.A. unless there is a Collective Bargaining Agreement applicable.
- C. Accumulation and Selection: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of day earned annually as of the last of any calendar year. Selection for vacation periods will be based on seniority. The vacation lists will be posted by October 1, and after October 15, each member will have four calendar days, one of which is a scheduled work shift, to select their vacation period. Any members failing to do so will forfeit their seniority selection choice, and will take whatever remaining vacation period is left. Members may trade vacation periods, all or parts, upon approval of the Fire Chief.
1. Battalion Chief of Operations selection of vacation will be submitted to the Fire Chief with the vacation list. The Battalion Chief's selection shall be in addition to the vacation list and will not affect the other shift member's choices.
- D. Cash Out: The City may refuse to cash out accumulated annual leave when the employee is discharged in accordance with 2-18-617(2)(a), MCA.

ARTICLE 13 - INJURY

The Employer will maintain Workers' Compensation Insurance coverage under a plan of insurance approved by the Division of Workers' Compensation of the State of Montana for employees who are injured or disabled during their employment. It is the responsibility of the employee to report such

injury or disability that has taken place, and also their responsibility to file an accident report with the Employer.

ARTICLE 14 - SICK LEAVE

Sick leave, as used in this Agreement, will be defined as absence from work without loss of pay, because of illness or injury.

- A. Rate earned: Each full-time employee of the Fire Department is entitled to and will earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, 2,080 hours (52 x 40) hours will equal one year. Proportionate sick leave credits will be earned and credited at the end of each pay period. Sick leave credits will be earned at the rate of 12 working days each year without restriction as to the number of working days he/she may accumulate. For the purpose of interpreting this Article, a 24-hour shift will be deemed to be three working days.
- B. Accrual: An employee may not accrue sick leave credits during a continuous leave of absence without pay. Employees are not entitled to be paid for sick leave until they have been continuously employed for 90 days. Upon completion of the qualifying period, the employee is entitled to sick leave credits he/she has earned.
- C. Prorated Credits: Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment and normally work at least 20 hours each week of the pay period, and have worked the qualifying period.
- D. Full-Time Temporary and Seasonal: Full-time, temporary and seasonal employees are entitled to sick leave benefits, provided they work the qualifying period.
- E. Lump Sum Payments: An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave will be computed on the basis of the employee's current salary or wage. Accrual record keeping and payment of accumulated sick leave credits will be the responsibility of the Employer. When an employee transfers between Departments of the Employer, that employee will not be entitled to a lump sum payment. In such a transfer, the receiving Department will assume the liability for the accrued sick leave credits, and the credits will be transferred with the employee.
- F. Re-employment: An employee who receives a lump-sum payment pursuant to this Agreement and who is again employed by the Fire Department will not be credited with any sick leave for which he/she has previously been compensated.
- G. Administration and Rules: The Employer will be responsible for the proper administration of sick leave and will promulgate such rules and regulations as it deems necessary to achieve the

uniform administration of sick leave and to prevent the abuse thereof. These rules and regulations will apply to all employees of the Department.

- H. Abuse of Sick Leave: Abuse of sick leave is cause for dismissal and forfeiture of the lump- sum payments provided for in this act.
- I. Funeral Leave: Funeral leave will be granted to the employee for the following relatives: spouse, mother, father, brother, sister, children, grandparents, grandchildren and step- relatives of the same relationships. Funeral leave for other relatives can be allowed and charged against the employees sick leave account at the discretion of the Chief of the Department.

ARTICLE 15 - EDUCATIONAL LEAVE

Educational leave of absence may be granted if properly approved by the Employer, provided that the education to be pursued is in the field consistent with the work assignment of the Employee and provided that the Employee indicates an intention to return to duty with the Employer at the completion of said educational leave.

ARTICLE 16 - INSURANCE

The following provisions apply regarding group health insurance:

1. Coverage: Pursuant to the laws of the State of Montana, the Employer will provide the same insurance to the employees covered hereunder as to other city employees. (MCA 7- 33-4130)
2. Premium: Contribution: The Employer will contribute toward the monthly health insurance premium for all members and for the categories of dependent coverage as set forth in Addendum "8".
3. Additional Contribution: Provide for collective bargaining or other agreement processes to negotiate additional premium payments beyond the amount guaranteed by subsection (1). Such agreements will be stipulated in Addendum "B".
4. Changes: The Employer reserves the right to effect such changes as in its judgment which are necessary or desirable; however, the effectuation of such changes, if any, will not result in any employee covered hereby in paying a greater proportionate share of the total cost than was paid on the execution date of this Agreement. Furthermore, the Employer must maintain the same level of insured benefits, and deductible cost to the employee, as existed on the execution date of this Agreement, unless changed through the collective bargaining process.

ARTICLE 17 - GRIEVANCE PROCEDURE

- A. Grievance: Only grievances and disputes that involve the violation or interpretation of this Agreement are subject to this Grievance and Arbitration Procedure.
- B. Time Limits: The Grievant and the City shall adhere to the time limits specified in Section (D), Steps 1-5.
- C. Representation: The Grievant shall name his/her Union Representative. The City may select a Representative of its choice.
- D. Procedure: Grievances shall be processed in accordance with the following procedures:

Step 1: Grievant. In the event employee(s) feel they have a grievance, not later than 30 calendar days of the grievance occurrence to notify the Union Grievance Committee, in writing, of their grievance. It will include the following information:

1. Name of Grievant;
2. Date(s), Time(s),
3. Occurrence(s);
4. Nature of the Grievance;
5. Terms of Agreement that are applicable to Grievant;
6. Adjustment sought;
7. Name of Union Representative

Step 2: Grievance Committee: Upon receiving the written and signed document, the Union Grievance Committee will, not later than 20 calendar days from the receipt of the above document, proceed to determine if a grievance exists. If it is determined that no grievance exists, no further action is necessary. If it is determined that a grievance exists or may exist, the committee will present, with or without the employee present, the grievance to the Chief of the Department for adjustment not later than 20 calendar days. This presentation will contain the same information as required in Step #1.

Step 3: Fire Chief: If not later than 20 calendar days from the Chief's receipt of the grievance, no settlement has been reached; the Committee will then submit the grievance document, with or without the employee present, not later than 20 calendar days to the Mayor for adjustment. It will be the obligation of the Union Grievance Committee to carry the said grievance to the next step of these procedures.

Step 4: Mayor: If not later than 20 calendar days from the Mayor's receipt of the grievance document, no settlement has been reached; the Committee may then submit the grievance with or without the employee present, not later than 20 calendar days to the City Council's Grievance Committee for adjustment. It will be the obligation of the Union Grievance Committee to carry the grievance to the next step of these procedures.

Step 5: City Council: The grievance, if not settled in Step 4, may be taken to the Grievance Committee of the City Council. If the City Council does not have a Grievance Committee, the

grievance will be submitted to the City Council for the sole purpose of considering the said grievance.

Step 6: Arbitration: If not later than 30 calendar days the grievance has not been settled, it will be the obligation of the Union Grievance Committee to request Arbitration. The Union and the Employer will jointly share the expenses of the Arbitrator.

1. If the parties are unable to mutually agree upon the selection of an Arbitrator, the Union must request from the Department of Labor, Board of Personnel Appeals, a list of seven potential arbitrators from which the Employer and the Union will choose an Arbitrator to decide the matter.
2. The parties select the Arbitrator by alternately striking names, with the parties using a toss of a coin to determine who strikes first. The last person remaining on the list will be the Arbitrator.
3. The Arbitrator will be empowered only to interpret the provisions of this Agreement as they apply to the particular case at issue. The Arbitrator will not have authority to add to, subtract from, alter, amend, or change any term and/or provision of this Agreement.
4. The findings of the Arbitrator will be binding and final upon both of the concerned parties and both parties will jointly share the expense of the Arbitrator.

ARTICLE 18 - DISCIPLINARY PROCEDURES

- A. **Good Cause:** Non-probationary employees shall be disciplined or discharged for good cause per the definition found at 39-2-903(5), MCA. Discipline should generally be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. However, progressive discipline is not mandatory. The level or degree of discipline imposed will be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- B. **Representation:** Rights to representation shall be governed by Weingarten and an employee may have a representative present when the City is announcing a decision regarding discipline and discharge.
- C. **Investigation:** When the Employer removes an employee from the workplace during an investigation, the employee will continue to be paid.
- D. **Personnel File:** The employee and the employee's Union Representative with the employee's authorization will have the right to inspect the full contents of his/her personnel file. 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, with a copy to the Union. An employee who disagrees with the validity of any complaint added to the file will have the opportunity to challenge said complaint under the Grievance Procedure herein. The

employee will be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

- E. Reprimands: The written reprimands will be removed from an employee's personnel file after 180 days from the date said action was finalized provided that no further written reprimands have been issued within the 180 day time period. If another written reprimand has been issued within this time period, then both reprimands will remain in the personnel file for an additional 180 days from the date of the latest written reprimand. In any event, the 180 days may be extended to 365 days, depending upon the seriousness of the circumstances. If another written reprimand has been issued within the 365-day time period, then both written reprimands will remain in the personnel file for up to a maximum of five years before the reprimands will be removed from an employee's personnel file.
- F. Loss of Certification: During the term of this agreement, the membership of the Union shall maintain at a minimum, their highest level of Emergency Care Provider licensure obtained and at their current level of Structure Firefighter Certification. Discipline and eventually discharge may be applied to employees who allow any of these certifications to lapse.

ARTICLE 19 -WORKING RULES

The Fire Chief will adopt rules for the operation of the Fire Department and the conduct of its employees. Such rules will be subject to the final approval of the Mayor and will not be in conflict with any of the provisions of this Agreement. An up-to-date copy will be given to each new employee. It is agreed that the Fire Chief has the right to recommend discipline or to discharge an employee for good cause, with the consent of the Mayor, providing that such measures are done in accordance with procedures outlined in MCA 7-33-4123 and MCA 7-33-4124. Disciplinary measures may be subjected to grievance and arbitration procedures as outlined in Article 17.

ARTICLE 20 - ABSENTEEISM

Employees not expecting to work because of an emergency or other justifiable cause, must notify their respective superior officer 30 minutes, or earlier if possible, before scheduled work time. This provision will not be interpreted as condoning repeated absences from work on the part of an employee.

ARTICLE 21 - LABOR REQUIREMENTS

In justice and fairness to the Employer and the taxpayer, all employees will be required to report to work on time, and will not leave the job early without qualified replacement, and will be prompt in reporting to their assigned duties, and will faithfully perform their duties.

ARTICLE 22 - PAID HOLIDAYS

A. Legal Holidays: All members, who because of scheduling are required to work on holidays, will be paid double time. Those holidays now include:

1. New Year's Day,
2. Martin Luther King Jr. Day,
3. President's Day,
4. Memorial Day,
5. Independence Day,
6. Labor Day,
7. Columbus Day,
8. General Election Day (in the respective year),
9. Veteran's Day,
10. Thanksgiving Day,
11. Christmas Day.

B. Observance of Holidays Falling on an Employee's Day Off: Any employee of the State of Montana or any county or city thereof, who is scheduled for a day off on a day which is observed as a legal holiday, except Sunday, shall be entitled to receive a day off either on the day preceding or the day following the holiday, whichever allows a day off in addition to the employees regularly scheduled day off. Also refer to Attorney General's Opinion given July 6, 1977. Those firefighters on their day off on any holiday earn eight hours of time off in lieu of taking the holiday off. There are seven combat shift fire fighters off on each of the ten holidays agreed to herein. This is seventy eight hour days, and it is agreed to divide this time evenly amongst the thirteen people working combat shifts. This is to be added to each fire fighter's vacation account as four additional hours per month.

ARTICLE 23 - COMPANY STRENGTH

It is agreed by both parties that at least three fire fighters, exclusive of the Chief and Battalion Chief, will be on duty at all times, and when the number of fire fighters falls below three fire fighters per shift, for reasons of sickness, vacation leave, or any other reason, the Fire Chief will then refer to the overtime schedule as outlined in Article 11 of this Agreement. In the occurrence of an "unscheduled vacancy," which is defined as a vacancy which has been noticed not less than 2 hours prior to the beginning of a shift, the regular overtime protocol shall be followed. If no members are available to fill the unscheduled vacancy, the Chief may direct the Battalion Chief to fill said vacancy. In the occurrence of an "emergency fill in" vacancy, defined as a vacancy which has been noticed less than two hours prior to the beginning of a shift, or a vacancy occurring during a shift, the Chief may direct the Battalion Chief to fill the vacancy, without following the regular overtime protocol.

ARTICLE 24 - PROTECTIVE CLOTHING & EQUIPMENT

The Employer will provide and maintain, for each Employee covered hereby, their own protective clothing (turnouts) of good quality and condition. Such clothing will consist of a helmet with face shield, Nomex hood, turnout pants and coat, firefighting boots and gloves. All personal protective firefighting clothing or equipment when purchased will conform to the N.F.P.A. (National Fire Protection Administration) Standard #1500, the Standard for Fire Department Occupational Safety and Health Program, Chapter 5, entitled "Protective Clothing and Protection Equipment". The Employer will replace clothing and/or other personal articles damaged during the performance of duties. It will be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage.

ARTICLE 25 - HEALTH PROTECTION

- A. Hepatitis B: The Employer will purchase and maintain immunization to protect against exposure to Hepatitis "B" for all employees whose duties with the Department involve possible exposure to this disease.
- B. Biennial Physical Examinations: A mandatory biennial comprehensive physical examination shall be performed at no cost to the employee in accordance with S.O.P.
- C. Use of Tobacco: Employees hired after July 1, 2000 shall not use tobacco products while on MCFD property.

ARTICLE 26 - UNION ACTIVITY PROTECTED

Except for the right to strike or to participate in any concerted action to withhold services such as work slow-downs, walk-outs, sick-outs, or blue-flu, which are hereby prohibited; and aside from statements intended to diminish the City's ability to efficiently provide public service, all other Union activities are protected and nothing will abridge the right to any duly authorized representative of the Union to present to the citizens issues which effect the welfare of the citizenry.

ARTICLE 27 - LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of three representatives appointed by the Union and two appointed by the City and the Fire Chief. The Committee will meet at the request of either party. Any topic considered by the Committee may be submitted by either party or the parties together, to the Fire Chief and the Mayor for their consideration and determination.

ARTICLE 28 - SAVING CLAUSE

If any provision of this Agreement or the application of such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequent legislation, the remaining portions of this Agreement shall remain in full force and effect.

ARTICLE 29 - TERM

This Agreement will be for a period of two years and will become effective as of the 1st day of July 2018, and will continue in full force and effect through the 30th day of June 2020. However, either party may give 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, by their duly authorized representatives, have executed this Agreement on the date herein written.

Dated at Miles City, Montana, this ____ day of _____, 2018.

EMPLOYER:

UNION:

Mayor

President

City Clerk

Secretary

ADDENDUM A - WAGES

1. July 1, 2018 through June 30, 2020

POSITION		Base Wage	
PROBATIONARY FIREFIGHTER		\$	3,170.98
CONFIRMED FIREFIGHTER		\$	3,327.50
RANKS		% of the Base	
FF2	\$	332.75	10%
Driver Operator	\$	532.40	16%
Lieutenant	\$	632.23	19%
Captain	\$	732.05	22%
Battalion Chief	\$	1,331.00	40%
Incentive/Stipend Pay		% of the Base	
EMT w/All MT State Endorsements	\$	166.38	5%
AEMT	\$	266.20	8%
Paramedic	\$	332.75	10%
Critical Care Paramedic	\$	399.30	12%
EMS Training Officer	\$	332.75	10%
Fire Training Officer	\$	332.75	10%
Inspector	\$	332.75	10%
Deputy Inspector	\$	166.38	5%
Instructor	\$	33.28	1%
Probationary FF - Out of Town Transfers		% of the Base	
EMT w/Endorsements & AEMT	\$	126.84	4%
Paramedic	\$	158.55	5%
Critical Care Paramedic	\$	190.26	6%
Confirmed FF Out of Town Transfers		% of the Base	
EMT	\$	99.83	3%
EMT w/Endorsements & AEMT	\$	133.10	4%
Paramedic	\$	166.38	5%
Critical Care Paramedic	\$	199.65	6%

2. Out of Town Transfers: Medical Transfers shall be compensated at a premium based on current ECP licensure of the employee. The first hour of all transfers will be compensated at 1.5 times the hourly rate. Employees facilitating Medical Transfers off duty over a 100 mile radius of the Miles City will be guaranteed a minimum of eight hours pay.
3. Longevity Bonuses: Longevity Bonuses shall be computed at 1.0% per annum times their length of service on the Fire Department as measured from the date the employee was hired to the current date. Longevity bonuses shall be calculated using the base pay and the employee's current rank.
4. Standby Pay
 - a. Standbys for ambulance calls, events, county fire calls, and city fire calls shall be paid at 1½ times the regular salary amount for the first hour, followed by straight time for all additional hours.
 - b. Standbys worked on holidays shall be paid at the regular holiday rate for all holiday hours worked.
 - c. Sick leave and scheduled overtime shift coverage shall be distributed at 12 hour increments, with the first six hours paid at 1½ times the hourly rate. Two consecutive 12 hour shifts may be worked.
 - d. Civilian employees shall be compensated at 1 ½ times the regular rate for those hours worked after his/her 40-hour workweek.
5. Overtime: All covered employees with the exception of the civilian employees, will be exempt from the 40 hour workweek under the condition of the 7K Exemptions to the Fair Labor Standards Act. Those under this exemption will be on a 28-day work cycle with a maximum of 212 hours of straight time compensated hours. After the maximum hours have been accumulated in the 28-day cycle, all hours over the 212 shall be paid at 1½ time the regular rate of pay. All other provisions for overtime compensation shall remain the same.
6. Clothing Allotment: The clothing allotment for members shall be \$45.00 per month; paid quarterly on March 31, June 30, September 30 and December 31. New hires will receive an initial clothing allotment of \$300.00.
7. The City shall reimburse for an annual gym membership. The amount shall not exceed the price of a current single membership fee at the Centra.

ADDENDUM B – HEALTH INSURANCE

- For contract year 2018 – 2019, the monthly health insurance premium contributions will be paid as set forth below. The monthly health insurance premiums contributions will be increased by the amount the City increases its premiums contributions for other City Employees.

Category - Medical				
Benefits	Employee Cost	Employer Cost	Premium	
Single	\$ -	\$ 693.00	\$ 693.00	
Employee & Spouse	\$ 693.00	\$ 693.00	\$ 1,386.00	
Employee & Children	\$ 520.00	\$ 693.00	\$ 1,213.00	
Employee & Family	\$ 1,213.00	\$ 693.00	\$ 1,906.00	

Category - Dental				
Benefits	Employee Cost	Employer Cost	Premium	
Single	\$ -	\$ 34.00	\$ 34.00	
Employee & Spouse	\$ 34.00	\$ 34.00	\$ 68.00	
Employee & Children	\$ 32.00	\$ 34.00	\$ 66.00	
Employee & Family	\$ 70.00	\$ 34.00	\$ 104.00	

Category - Vision				
Benefits	Employee Cost	Employer Cost	Premium	
Single	\$ -	\$ 8.15	\$ 8.15	
Employee & Spouse	\$ 4.85	\$ 8.15	\$ 13.00	
Employee & Children	\$ 5.10	\$ 8.15	\$ 13.25	
Employee & Family	\$ 13.20	\$ 8.15	\$ 21.35	

- Health insurance premiums are subject to review annually and may be changed annually based on current market trends.

RESOLUTION NO. 4209

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 negotiated and desire to enter into a new collective bargaining agreement (CBA), which covers certain City employees who work for 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 13TH DAY OF NOVEMBER, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk



CITY OF MILES CITY

Agenda Item #14.D
Council Meeting Date: October 23, 2018
Council Agenda Report

Item: Labor Agreement between the City of Miles City and the Montana State Council No. 9 of the American Federation of State, County and Municipal Employees, AFL-CIO Local No. 283A

From: John Hollowell, Mayor

Initiated By: Mayor's Office/AFSCME Local 283A

Presented By: John Hollowell, Mayor

Action Requested: Ratification of the Proposed Collective Bargaining Agreement with the AFSCME Local 283A

Suggested Motion:

1. Councilperson moves:
"I move that the City Council approve the labor agreement between the City of Miles City and the AFSCME Local #283A, and authorize the Mayor to execute the agreement."
 2. Mayor calls for a second, City Council Discussion, public comment, and calls for the vote.
-

Staff Recommendation:

Staff recommends that the City Council approve the labor agreement between the City of Miles City and the AFSCME Local #283A.

Background:

The current Collective Bargaining Agreement (CBA) expired on June 30, 2018 (prior contract term was July 1, 2012 through June 30, 2018). For this contract, both parties meet on September 25, 2018. The previous terms agreed upon by the Mayor and the Union failed to pass at the City Council Meeting held on September 18, 2018.

Please find below a summary detailing changes to the proposed agreement.

Summary of Changes

Agreement Term: One (1) Year – July 1, 2018 – June 30, 2019

Minor Updates throughout the CBA:

- Grammar, punctuation, spelling
- Referenced MCA Corrected
- Reference Montana Department Name changed to reflect correct department
- Reformatted page numbering

Changes from the previous agreement include:

Article 2.A. – Verbiage to be provided by the Union at a later date in line with the Janus Decision regarding union dues.

Article 4.B.4– Updated Classifications to reflect current position description covered under the contract.

Article 5.C – Transfers – Added “Any open position will be eligible for voluntary transfer first, if no employee requests transfer in five (5) working days the position will open to the public.”

Article 7.A.2 – Change annual longevity increase to reflect and hourly rate of \$.05 instead of the \$7.50 per month rate.

Article 8.A – Added “Employee must be in a paid status prior to or after the holiday.”

Article 15.L – The boot allowance was increased from \$150 to \$200 per year. The cost of good safety toed boots has increased. This will allow employees in positions requiring steel toed boots to purchase boots that will provide adequate protection.

Article 15.P – Deleted “CDL’s: Both the City and the Union agreed that we would discuss language on the CDL’S next year.”

Article 17.A – Added “...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.”

Changes to Addendum A – Wages:

An increase of 3% to the base for all job classifications that were frozen after the 2012 Wage Survey was agreed upon during negotiations. The annual fiscal impact to the City for this increase on the general fund budget will be a total of \$2,937.75. A wage schedule was developed that will place a new employee hired at an entry level wage and will provide for increases for years of service and when new skills are acquired for operating heavy equipment. The wages negotiated at the 2012 Wage Survey will be considered the highest wage that is attained by an employee through a combination of years of service and heavy equipment operating skills.

Alternatives:

The City Council could reject the proposed changes and direct the Mayor to continue collective bargaining.

Official Title	Base Pay Hourly	Current Annual Cost	3% Increase	Annual Cost 3%	3% Increase Cost	3% Increase Cost
FINANCE						
			103.00%			
Utility Billing Clerk	\$ 15.97	\$ 33,217.60	\$ 16.45	\$ 34,214.13	\$ 996.53	\$ 996.53
Asst. Utility Billing Clerk	\$ 16.38	\$ 17,035.20	\$ 16.87	\$ 17,546.26	\$ 511.06	\$ 511.06
LEGAL/COURTS						
Administrative Legal Assistant	\$ 17.14	\$ 26,738.40	\$ 17.65	\$ 27,540.55	\$ 802.15	\$ 802.15
City Court Clerk	\$ 17.14	\$ 34,965.60	\$ 17.65	\$ 36,014.57	\$ 1,048.97	\$ 1,048.97
City Court Deputy Clerk	\$ 17.14	\$ 34,965.60	\$ 17.65	\$ 36,014.57	\$ 1,048.97	\$ 1,048.97
LIBRARY						
Circulation/InterLibrary Loan	\$ 17.14	\$ 34,965.60	\$ 17.65	\$ 36,014.57	\$ 1,048.97	\$ 1,048.97
Acquisitions/Cataloging	\$ 16.38	\$ 33,415.20	\$ 16.87	\$ 34,417.66	\$ 1,002.46	\$ 1,002.46
Children's Librarian/IT	\$ 17.14	\$ 34,965.60	\$ 17.65	\$ 36,014.57	\$ 1,048.97	\$ 1,048.97
Librarian	\$ 16.38	\$ 33,415.20	\$ 16.87	\$ 34,417.66	\$ 1,002.46	\$ 1,002.46
ENGINEERING & OPERATIONS						
Admin Asst/Building Code Tech	\$ 19.74	\$ 41,059.20	\$ 20.33	\$ 41,477.69	\$ 418.49	\$ 418.49
Annual Increase to the City					\$ 8,929.01	\$ 8,929.01
General Fund - 1000					\$ 2,937.75	\$ 2,937.75
Library - 2220					\$ 4,102.85	\$ 4,102.85
Water - 5210					\$ 829.12	\$ 2,173.26
Sewer - 5310					\$ 824.93	\$ 2,122.57
Building					\$ 83.70	\$ 83.70
Streets 204					\$ 75.33	\$ 75.33
Streets 205					\$ 71.14	\$ 71.14
Streets 207					\$ 4.18	\$ 4.18
Annual Cost					\$ 8,929.01	\$ 11,336.43

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

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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.
- 3. 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.
- D. Representation: Employees may have a Union representative present during an investigatory meeting when the employee believes that information he or she gives may be used against him or her. These rights shall be governed by the Weingarten Rule.
- D. Personnel File: An employee may view and obtain one copy of anything in his or her official

personnel file except confidential letters of recommendation. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy. Only documents contained in the employee's official personnel file or documents which the employee has verified by his or her signature that he or she has read and/or received, can be used against the employee. An employee may author a rebuttal to any derogative document, which will be filed together with such document.

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

ARTICLE 4 - SENIORITY, LAYOFF AND RECALL

A. Seniority:

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

B. Layoff:

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

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

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

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

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

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

employee's last known address. The employee must notify the City in writing of his or her intention to return to work not later than ten calendar days from the issuing of the recall notice, and must return to work on the date specified by the City.

ARTICLE 5 - EMPLOYMENT POLICY

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

probationary period that the employee has failed to perform satisfactorily, he or she shall be returned to his or her former position and former pay and the newly hired employee will be laid off.

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

ARTICLE 6 - HOURS OF WORK

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

assigned to the project may then request his or her shift preference.

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

ARTICLE 7 – COMPENSATION

- A. Salaries, Wages, and Longevity:
 - 1. Conditions relative to and governing wages or salaries and extraordinary pay rates are contained in Addendums "A" and "B" Classification Programs to this Agreement, which are attached and by this reference made a part hereof as though fully set forth herein.
 - 2. Each employee covered hereby will retain their present level received as longevity. For each additional year of service after the effective date of this Agreement, each employee will receive an additional amount of \$.05 per hour.
 - 3. An error on a paycheck shall be paid within the first day in which the City has been notified, with deductions accurate and correct.
- 3. Overtime:
 - 1. Employees required to work in excess of eight hours in any 24-hour period, or in excess of forty hours in any week, will be compensated at the rate of one and one-half times their normal rate of pay for additional time worked.
 - 2. No overtime shall be worked, except in cases of emergency, without the direction of proper authority.

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

C. Call-outs and Standby Time:

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

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

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

ARTICLE 8 – HOLIDAYS

A. Holidays: Employees shall be granted the following holidays, without loss of pay. Employee must be in a paid time status prior to or after the holiday.

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

7. Second Monday in October - Columbus Day
8. November 11 - Veteran's Day
9. Fourth Thursday in November - Thanksgiving Day
10. December 25 - Christmas Day
11. Every day in which a general election is held throughout the State of Montana.

- B. Holiday or Sunday Work: Employees required to work on Sunday, a holiday or on a day which is observed in lieu of a holiday, shall be paid at two times their regular rate of pay for all hours worked.
- C. Scheduled Day Off: Any employee who is scheduled for a day off on a day which is observed as a legal holiday shall be entitled to receive an alternate day off which shall be scheduled by mutual agreement.

ARTICLE 9 - VACATIONS

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

for each year of service,

3. After fifteen years through twenty years of employment, at the rate of twenty-one working days for each year of service;
4. After twenty years of employment, at the rate of twenty-four working days for each year of service.

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

ARTICLE 10 - SICK LEAVE

- A. Defined: Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, disability, exposure to contagious disease, or the necessary absence from duty to receive a medical examination or treatment.
- B. Accrual of Sick Leave:
1. A permanent full-time employee earns sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours equals 1 year. Sick leave credits are earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated.
 2. Employees must be employed continuously for ninety calendar days before they may use earned sick leave, or are eligible for a lump sum payment for unused sick leave credits.
 3. Employees will not accrue sick leave during a leave of absence without pay.
- C. Payment of Sick Leave:
1. Employees are entitled by law to receive a lump sum payment upon termination equal to one-fourth of the pay attributed to the unused sick leave accrued after July 1, 1971. The computation of the value of the unused sick leave is based on the employee's salary rate at the time of this termination.
 2. Employees transferring between City, County, or State agencies may request the receiving agency to accept their accrued balance of sick leave credits. If the agency agrees to the transfer of sick leave credits, all credits and the lump sum payment shall become the fiscal responsibility of the receiving agency.
 3. Employees shall not be credited with sick leave for which they have previously been compensated.
- D. Other Sick Leave Provisions:
1. Sick leave charges and credits shall be charged to the nearest full hour.
 2. By mutual agreement between the employee and the City, available annual leave credits

may be used when an employee is absent and has no sick leave credits available. If the employee has no leave credits available, the employee may request a leave without pay.

3. Denial of Maternity Leave Unlawful:

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

(1) to terminate a woman's employment because of her pregnancy, or

(2) to refuse to grant to the employee a reasonable leave of absence for such pregnancy, or

(3) to deny to the employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer; provided that the City may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties, or

(4) to retaliate against any employee who files a complaint with the commissioner under the provisions of this contract; or,

(5) to require that an employee take a mandatory maternity leave for an unreasonable length of time.

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

4. Employees covered by the Workers' Compensation Act are entitled to benefits administered by the Industrial Accident Board when they suffer injury or illness as a result of their employment. An employee may elect to use his or her accrued sick leave credits to supplement his or her Workers' Compensation payments.

5. Any holiday(s) that fall during a period when an employee is on sick leave will not be charged against sick leave credits.

6. An employee shall notify his or her supervisor of the need to use sick leave as soon as

possible prior to the commencement of his or her shift, or as soon as possible thereafter in the case of an emergency.

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

E. Emergency Sick Leave:

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

ARTICLE 11 - OTHER LEAVE WITH PAY

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

days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee.

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

ARTICLE 12 - LEAVE WITHOUT PAY

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

leave shall make arrangements to return to work within ten days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disabling injury, certified to by a licensed physician.

ARTICLE 13 - FAMILY AND MEDICAL LEAVE

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

ARTICLE 14 - LEAVE AUTHORIZATION & VERIFICATION

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

City's request, obtain a physician's written verification and provide it to the City. The City will reimburse the employee for any cost thereof not paid by insurance. Whether or not a written verification for use of sick leave is provided or requested, all use of sick leave under this Agreement is subject to the provision concerning abuse.

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

ARTICLE 15 - WORKING CONDITIONS

A. Work Rules:

1. The City agrees to furnish each newly hired employee a copy of all existing work rules.
2. All changes, deletions or additions to work rules affecting terms or conditions of employment will be negotiated by the City and the Union before implemented and shall be prominently posted on all bulletin boards for a period of five consecutive work days. The City may avoid negotiations over proposed changes as described in this Section by notifying the Union in writing of any proposed changes and receiving written consent from the Union to implement any such changes.

3. Separation: Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.

- D. 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 \$200.00 pending receipt. This applies to not more than one pair of boots per year.
- M. Foreman Pay: When an employee is assigned by the Dept. Director the duty of acting as the lead worker, because of the absence of the lead worker, that employee will be paid the stipend that the lead worker receives, after that employee has completed that duty for more than one consecutive regular shift. Then that employee will receive that stipend for the time he or she has been assigned that duty.
- N. Clothing Stipend: Each employee will receive an annual clothing allowance of \$150.00 as a separate check.

ARTICLE 16 - HEALTH, SAFETY AND WELFARE

- A. Industrial Accident Insurance: The City shall carry Industrial Accident Insurance on all employees. Employees must report in writing all personal injuries received in the course of employment not later than 24 hours from the injury. The City will ensure that First Aid Kits are maintained in each work area.
- B. Health Insurance: The City shall contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.
- C. Unemployment Insurance: The City shall make all the necessary arrangements to ensure that all employees covered by this Agreement will be covered with Unemployment Insurance,
- D. Safety Committee: The City will maintain a safety committee in accordance with the Montana Safety Culture Act and shall take reasonable steps to correct identified hazards.

ARTICLE 17 - JOB POSTING

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

ARTICLE 18 - CONTRACTING & SUBCONTRACTING OF PUBLIC WORK

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

ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE

- A. Grievance: An employee may file a grievance in accordance with the time limits established herein when he or she feels that a provision of this Agreement has been violated or misapplied and after first attempting to resolve the matter informally with the immediate supervisor. Grievances shall be filed and appealed using the form provided as Addendum C. Allegations of the violation of a statute or regulation shall be processed under the procedure provided by such statute or regulation, and not through this procedure.
3. 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.
2. Time limits are critical. Departure from the established procedure by the Union or any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the City at any step shall allow the grievant or the Union to process the grievance to the next step of the grievance procedure under the established

time limits. Time limits may be modified by written agreement.

E. Procedure:

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

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

Step 3: Arbitration:

1. If the Union is not satisfied with the response from the City Council, the Union may appeal the grievance to final and binding arbitration by giving the Mayor written notice not later than ten calendar days of receipt of the Council's response. The Union shall petition the Board of Personnel Appeals for a list of seven potential arbitrators to be delivered to the Union and the Mayor or his/her designee. The parties shall then toss a coin to determine the order of striking names, which process shall result in one name being left who shall be the arbitrator. The Union shall notify the Board of the name of the arbitrator chosen.
2. The parties will work with the elected arbitrator to schedule a hearing date, or to arrange for an alternate system of presenting the issue. Each party shall be responsible for its own costs, except if both parties request a transcript in which case they will split the costs, just as the fees and expenses of the arbitrator shall be split between the parties.
3. Not less than 20 calendar days before the arbitration hearing, the arbitrator will decide all arbitrability issues filed to that date.
4. The arbitrator shall have no authority to add to, subtract from or otherwise alter the terms

of this Agreement. The arbitrator shall issue his or her decision in writing to each party not later than thirty calendar days of the close of the hearing or the submission of post hearing briefs.

5. Should an employee or the Union file the subject of an active grievance into another arena, the grievance shall be deemed null and void. However, from the point the matter is submitted to arbitration, the Union and employee shall be barred from filing the matter into another arena.

ARTICLE 20 - MANAGEMENT RIGHTS

Management retains the right to manage, direct, and control functions in all particulars except as limited by the terms of this Agreement, or state law. Such rights shall include, but not be limited to:

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
4. Maintain the efficiency of government operations;
5. Determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. Establish the methods and processes by which work is performed.

ARTICLE 21 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by a court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the

parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 22 - STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that there shall not be any strikes, slowdowns, sympathy strikes, interference in the operations of the City, and the City agrees that there shall not be any lockouts.

ARTICLE 23 - TERM, AMENDMENTS AND MODIFICATIONS OF BASIC AGREEMENT

This Agreement shall be for a period effective as of July 1, 2018, and shall continue in full force and through June 30, 2019 and from year to year thereafter unless either party gives written notice of its desire to modify, amend or terminate this Agreement to the other party not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates.

In Witness Whereof, the parties hereto, acting by and through their respective and authorized officers and representatives, have hereto executed.

FOR THE CITY OF MILES CITY:

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

Date Ratified: _____

Date Ratified: _____

Mayor

President, Local 283A

City Clerk

Vice President, Local 283A

Secretary/Treasurer, Local 283A

Field Representative
Montana Council #9 AFSCME AFL-CIO

Executive Director
Montana Council #9 AFSCME AFL-CIO

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
Operator	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
Operator - Customer Service	N/A	N/A	N/A	N/A	\$ 20.37
Operator - 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
Operator - CDL	\$ 15.00	\$ 15.95	\$ 16.58	\$ 17.22	\$ 17.85
Operator - Front End Loader	N/A	\$ 16.23	\$ 17.05	\$ 17.68	\$ 18.69
Operator - Loader/Backhoe	N/A	\$ 16.51	\$ 17.52	\$ 18.52	\$ 19.53
Operator - Loader/Backhoe/Excavator or Motor grader	N/A	\$ 16.79	\$ 17.98	\$ 19.18	\$ 20.37
Operator	N/A	N/A	\$ 21.42	\$ 22.48	\$ 23.53
Operator	\$ 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
Operator/Wastewater (1st 6 Months of Initial Employment) Probation	N/A	N/A	N/A	N/A	\$ 16.76
Operator/Wastewater Operator Probationary (After 6 months initial employment)	N/A	N/A	N/A	N/A	\$ 20.05
Operator/Wastewater Operator 1st Test Passed	N/A	N/A	N/A	N/A	\$ 20.05
Operator/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
Operator/Wastewater (1st 6 Months of Initial Employment) Probation	\$ 16.00	N/A	N/A	N/A	N/A
Operator/Wastewater Operator Probationary (After 6 months initial employment)	N/A	\$ 16.93	N/A	N/A	N/A
Operator/Water Treatment Operator Requires DEQ Test Passed	N/A	\$ 17.75	\$ 18.57	N/A	N/A
Operator/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
LIBRARIAN					
Employed Prior to 7/01/2018					Base Wage
Acquisitions/Cataloging/Circulation Librarian	N/A	N/A	N/A	N/A	\$ 16.87
Circulation Interlibrary Loan	N/A	N/A	N/A	N/A	\$ 17.65
Children's Librarian	N/A	N/A	N/A	N/A	\$ 17.65
Librarian	N/A	N/A	N/A	N/A	\$ 16.87

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	\$ 15.62	\$ 16.09	\$ 16.56	\$ 16.87
Circulation Interlibrary Loan	\$ 15.00	\$ 15.88	\$ 16.55	\$ 17.21	\$ 17.65
Children's Librarian	\$ 15.00	\$ 15.88	\$ 16.35	\$ 16.82	\$ 17.65
Librarian	\$ 15.00	\$ 15.62	\$ 16.09	\$ 16.56	\$ 16.87
WATER/WASTEWATER BILLING					
Employed Prior to 7/01/2018					Base Wage
Utility Billing Clerk	N/A	N/A	N/A	N/A	\$ 16.45
Assistant Utility Billing Clerk	N/A	N/A	N/A	N/A	\$ 16.87
Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
Utility Billing Clerk	\$ 14.00	\$ 14.96	\$ 15.67	\$ 16.39	\$ 16.87
Assistant Utility Billing Clerk	\$ 14.00	\$ 14.82	\$ 15.43	\$ 16.15	\$ 16.45
MUNICIPAL 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
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
JUDICIAL COURT					
Employed Prior to 7/01/2018					Base Wage
City Court Clerk	N/A	N/A	N/A	N/A	\$ 17.65
Deputy City Court Clerk	N/A	N/A	N/A	N/A	\$ 17.65
Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
City Court Clerk	\$ 14.00	\$ 15.23	\$ 16.15	\$ 17.07	\$ 17.68
Deputy City Court Clerk	\$ 14.00	\$ 14.82	\$ 15.43	\$ 16.04	\$ 16.45

Decrease in Wage

1st Month - Probationary = Difference/4 steps

Probationary + Difference = 1st Step

1st Step + Difference = 2nd Step

2nd Step + Difference = 3rd Step

3rd Step + Difference = 4th Step

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 / Maintenece Checks

		Competent	
		Yes	No

Competent Operator	
Date	Signature

Specific Task Training

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

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

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

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

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

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

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

HEO Certification

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

Date: _____
 Date: _____
 Date: _____

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 "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: _____

New Business

RESOLUTION NO. 4213

A RESOLUTION APPROVING A MMIA SWORN STATEMENT IN PROOF OF LOSS RELATED TO CLAIM FOR DAMAGE TO FIRE-HALL.

WHEREAS, the City of Miles City has submitted a claim to the Montana Municipal Interlocal Authority (MMIA) for damage to the fire-hall ridge cap;

AND WHEREAS, the MMIA has agreed to pay and the City agrees to accept the sum of \$2,911.70, less the City's deductible in the amount \$2,500.00, for a net payment of \$411.70;

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

1. The "Sworn Statement in Proof of Loss", claiming coverage in the net amount of \$411.70 from MMIA for damage to the fire-hall ridge cap, 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 document 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 REGULAR MEETING THIS 13TH DAY OF NOVEMBER, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A

Montana Municipal Interlocal Authority
SWORN STATEMENT IN PROOF OF LOSS

Claim Number: PR2017002995
Policy Number: 080-PROP-2018-1
Memorandum Inception: 7/1/1986

To the **Montana Municipal Interlocal Authority of P O Box 6669, Helena Montana** at time of loss, by the above-indicated Memorandum of coverage you covered: City of Miles City.

Against loss by **All Risk of physical loss or damage** to the property described under Schedule annexed according to the terms and conditions of the said Memorandum and all forms, endorsements, transfers and assignments attached thereto.

Time and Origin: A real property loss occurred about the time of 12:00 PM on July 10, 2017. The cause and origin of the said loss were: extreme wind event cause ridge cap damage requiring replacement.

Title and Interest: At the time of the loss the interest of your member in the property described therein was sole and unconditional ownership and no other person or persons had any interest therein or encumbrance thereon, except: no exceptions.

Changes: Since the said Memorandum of Coverage was issued there has been no assignment thereof, or change or interest, use, occupancy, possession, location or exposure of the property described, except: no exceptions.

Whole Loss and Damage was.....\$2,911.70
Less Amount of Deductible\$2,500.00
Amount Claimed under the above numbered policy.....\$411.70

The said loss did not originate by any act, design or procurement on the part of the member, or this affiant; nothing has been done by or with the privity or consent of the member or this affiant, to violate the conditions of the policy or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of Montana Municipal Interlocal Authority is not a waiver of any of its rights.

Member Representative Signature

Notary Public Information:

State of _____; County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

(Seal)

(Signature of Notary)

(Printed name of Notary Public)

Notary Public for the State of _____

Residing at: _____

My Commission expires: _____

RESOLUTION NO. 4214

A RESOLUTION APPROVING A TASK ORDER BETWEEN THE CITY AND KADRMAS, LEE & JACKSON, INC., FOR SERVICES RELATED TO THE MILES CITY MASTER STORMWATER PLAN.

WHEREAS, the City of Miles City has engaged Kadrmas, Lee & Jackson, Inc. (KLJ), a City of Miles City retained engineering firm, for assistance related to the Miles City Master Stormwater Plan dated November 13, 2018.

AND WHEREAS, in accordance with Paragraph 1.01 of the overall floodplain project agreement, entitled "Agreement Between Owner and Engineer for Professional Services – Task Order Edition" with KLJ dated May 9, 2017, the parties have prepared a Task Order: Master Stormwater Plan, setting forth certain additional services to be provided by KLJ in accordance with said Agreement, and the City desires to approve the same;

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

1. The "Task Order: Master Stormwater Plan" between the City and KLJ for services related to the Miles City Master Stormwater Plan project, attached hereto as Exhibit "A," 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 Task Order 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 REGULAR MEETING THIS 13TH DAY OF NOVEMBER, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Floodplain Management, Flood Control and Related Services

This is a Task Order consisting of three (3) pages plus attachments.

Task Order: Master Stormwater Plan

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated May 9, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner: City of Miles City
- c. Engineer: Kadrmass, Lee & Jackson, Inc.
- d. Specific Project (title): Master Stormwater Plan
- e. Specific Project (description): Master Stormwater Plan for stormwater facilities within the City limits primarily focusing on evaluation of the Tongue River Slough, outfall to the Yellowstone River and City wide regional stormwater retention and storage.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - [X] as follows: Refer to the attached document entitled "Master Stormwater Plan" dated November 13, 2018 (4 pp.).
- B. Resident Project Representative (RPR) Services ***(Does not Apply)***
- C. Designing to a Construction Cost Limit ***(Does not Apply)***
- D. Other Services

Engineer shall also provide the following services: ***(Does not Apply)***
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
 - [X] those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in the attached document, as well as Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

It is anticipated that Engineer's services will be completed by August 30, 2019.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Master Stormwater Plan	\$100,000.00	Hourly, not to exceed
2. Additional Services (Part 2 of Exhibit A)	(N/A)	TBD

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: *(Does not Apply)*

8. Other Modifications to Agreement and Exhibits: *(Does not Apply)*

9. Attachments: Refer to the attached document entitled "Master Stormwater Plan" dated November 13, 2018 (4 pp.).

10. Other Documents Incorporated by Reference: *(Does not Apply)*

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER: City of Miles City

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Engineer License or Firm's PEL-EF-LIC-37
Certificate No. (if required):
State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Samantha Malenovsky

Name: Dan Richardson

Title: Floodplain Administrator

Title: Project Manager

Address: PO Box 910
Miles City, MT 59301

Address: 1301 12th Ave. South, Suite 200
Great Falls, MT 59405-4600

E-Mail smalenovsky@milescity-mt.org
Address: _____

E-Mail dan.richardson@kljeng.com
Address: _____

Phone: 406-234-3493

Phone: 406-452-8600

EXHIBIT A
Engineer's Services - Scope
Task Order - Master Stormwater Plan
13 November 2018

The Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 - BASIC SERVICES

A1.01 Project Scope

- A. The project generally includes preparing a Master Stormwater Plan (MSP) for stormwater facilities within the City limits. It is anticipated that the MSP will be used as part of a future application for a FEMA construction grant. FEMA construction grant are only awarded to "shovel ready" project. This scope does not address final design that will also be required for any recommended improvement from the MSP to be "shovel read". Additional funding would be needed for design. Preparation of grant applications and grant administration are also not part of this scope.
- B. The MSP would primarily focus on evaluation of the Tongue River Slough, outfall to Yellowstone River, City wide regional stormwater retention storage and major stormwater trunk mains. The MSP would be based on a large planning level overview and would not provide an evaluation of minor stormwater branch mains, inlets, local storage areas and drainage problems caused by local surface grading.

A1.02 Study and Report Phase

- A. Owner Shall:
 - 1. If necessary secure services of Title company to investigate right-of-way issues related to slough or other existing and proposed stormwater infrastructure.
 - 2. Negotiate with land owners as needed to secure agreements for additional right-of-ways, easements or land.
- B. Engineer Shall:
 - 1. Provide project management including the following:
 - a. Track budget and schedule monthly. Keep owner informed about progress.
 - b. Coordinate with FEMA and DNRC during the project to provide an analysis and recommendations with this study that satisfy applicable requirements to apply for a FEMA construction grant.

- c. Facilitate four meetings including Planning Level, Preliminary Design, DNRC Meeting and Final Design.
 - d. Assist grant administrator with questions arising from invoicing about engineering design.
 - e. Grant administration and public involvement are not part of this scope.
2. Conduct a field survey including the items listed below. The survey is intended only to provide key information critical for hydraulic modeling of the stormwater system.
- a. Road and driveway crossings of the slough (10 total). Survey to include road cross sections on 50-foot spacing, 200-feet each side of slough crossings and culverts at each crossing.
 - b. Slough outfalls to Yellowstone River, including culvert, road crossing and slough cross-sections at 50-foot spacing, 200 feet each side of culvert.
 - c. Utility conflicts in slough for water and sewer crossings.
 - d. Stormdrain outfalls to the Tongue River.
 - e. Slough cross section and storm drain inverts of each outfall pipe discharging into slough (23 locations total).
3. Prepare CAD mapping as follows:
- a. Consolidate City mapping CAD (.dwg) files, and KLJ additions from past couple of years into one CAD file.
 - b. Update CAD file with new survey data.
 - c. Import GIS image into base mapping file.
4. Create a stormwater computer model of the existing system, including the following:
- a. Delineate tributary drainage areas to each storm drain truck main from LiDAR and USGS Quadrangle Map contours.
 - b. Build existing conditions hydraulic models of slough and the City SD system. Utilize previous KLJ efforts to the extent possible, and update with new survey data. The purpose of the model will be to verify major storm drain components, such as main trunk lines, the slough and major stormwater storage areas. The model will not include detailed analysis of inlet capacities, minor branch lines or curb and gutter drainage.
 - c. Test model and provide summary to City to confirm model reasonably reflects actual field conditions during rainfall events.

- d. Refine as needed based on City feedback. If needed, complete one day of additional surveying to verify or adjust assumptions used in model.
5. Identify deficiencies in the existing slough and stormwater trunk mains, including undersized pipes and potential bottle necks in the system that may cause flooding from backwater conditions. This does not include identifying localized drainage issues caused by improper grading, lack of stormwater inlets or under sizing of minor storm drain pipes.
6. Identify potential major overflow routes for stormwater that could exceed the storm drain system capacity due to under sizing or blockages in the system.
7. Estimate stormwater storage volumes and identify potential properties that could flood due to stormwater not being able to discharge to Yellowstone River and Tongue River, when the rivers are too high.
8. Consult DEQ to determine potential future MS4 permit conditions.
9. Determine reasonable alternatives to correct deficiencies. Alternatives could include upgrades to the storm drain system; improvements to the slough, including deepening and widening of channel, installation of new culverts or bridges at road crossings; identifying potential storage areas for stormwater when river discharge cannot occur; and potential alternatives for stormwater pumping when the river is too high to discharge.
10. Summarize potential environmental concerns or benefits with each alternative. This would include a general summary of potential impacts to existing wetlands or benefits from construction of new wetlands. Evaluation would be based on information readily available from public domain. No environmental resources surveys or Environmental Assessments will be completed with this task.
11. Analyze reasonable alternatives to correct noted deficiencies identified from analysis. Alternative analysis will include the following:
 - a. Planning level opinion of costs.
 - b. Summary of benefits; Monetary value of benefits will not be provided.
 - c. Environmental considerations.
 - d. Operation and maintenance benefits.
 - e. Prioritize alternatives using a ranking matrix in cooperation with the City.
 - f. Develop recommendations and phasing approach based on ranked priorities.
 - 1) Summarize how each recommendation and phase provides benefits meeting FEMA expectations.

12. Provide a funding evaluation to identify potential funding sources applicable to design and construction. Summarize likelihood of securing funds from each source and provide recommendations for sources to be applied for.
13. Prepare a draft Stormwater Master Plan report summarizing the findings and recommendations stated above. The report will not consist of a PER following the Uniform Application for Montana Public Facility Projects (W2ASACT). However, the contents of the report could be used for future preparation of a PER if needed.
14. Submit final report to the City for review. Edit report one time based on City review comments and submit final.

A1.03 *Boundary and Topographic Survey Phase - Not Included*

A1.04 *Final Design Phase - Not Included*

A1.05 *Bidding or Negotiating Phase - Not Included*

A1.06 *Construction Phase - Not Included*

A1.07 *Post-Construction Phase - Not Included*

PART 2 - ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 1. Surveying items not listed in scope, including but not limited to, storm drain pipes and inlets throughout the system; topographic survey of areas that will be evaluated for storage or other improvements; or boundary surveying.
 2. Preparing a design for construction.
 3. Securing Permits.
 4. Investigating right-of-ways and land ownership beyond what can reasonably be assumed from recorded plats and certificates of survey.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- B. For such Additional Services listed below, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Preparation for or attending meeting requested by the Owner in addition to those described in Basic Services.

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120052	80820S	4045 LAND SOLUTIONS, INC.	940.00					
1	LS103018	10/30/18 Planning ~ Zoning & Subdivis	940.00		25384	1000 36 411020	360	101000
120086	80821S	1286 DENNIS HIRSCH	11,496.88					
1	DHC102018	10/31/18 October Building Permits	10,536.88		25385	2394 18 420531	350	101000
2	DHC103118	10/31/18 ICC Training Virginia	960.00		25385	2394 18 420531	380	101000
120267	80822S	999999 WAYNE NILE	150.00					
1	39597/6	08/06/18 Per Union 283A Steel Toed Boo	120.00		25387	2510 107 430220	226	101000
2	39597/6	08/06/18	30.00		25387	2520 108 430220	226	101000
120455	80823S	1120 GLADER ELECTRIC CO	303.09					
1	86294	10/10/18 Streets ~ Repair Lamps	178.09		25388	2440 50 430263	230	101000
2	86715	10/24/18	125.00*		25388	2440 50 430263	360	101000
120609	80824S	2510 QUAD K SUPPLY	77.00					
1	52898	10/18/18 Fire Department ~ Paper Towels	51.59		25197	1000 7 420460	220	101000
2	52898	10/18/18	25.41			5510 10 420730	220	101000
120617	80825S	4134 FICKLER OIL COMPANY, INC	893.80					
1	65288	10/24/18 FD ~ OIL 15-40 & 5-40	598.85		25187	1000 7 420460	231	101000
2	65288	10/24/18	294.95		25187	5510 10 420730	231	101000
120621	80826S	1890 DEPT HEALTH & HUMAN SERV	4,369.01					
1	1134262785	10/22/18 Ambulance ~ Medi Card Supp	4,369.01		25195	5510 10 420730	350	101000
120712	80827S	3039 UTILITIES UNDERGROUND LOCATION	133.45					
1	8105092	10/31/18 October ~ Excavation Locates	66.72		25552	5210 23 430550	350	101000
2	8105092	10/31/18	66.73		25552	5310 31 430630	350	101000
120764	80828S	999999 SAM WINKLEY	46.00					
1	TEV103118	10/31/18 Travel Expences ~ Glendive	46.00		25460	5310 33 430640	370	101000
120766	80829S	999999 TONY SHIPP	46.00					
1	TEV103118	10/31/18 Travel Expences ~ Glendive	46.00		25461	5310 33 430640	370	101000
120962	80830S	4046 BILL RONNING	60.50					
1	9139003858	10/21/18 October ~ Phone Reimbursem	48.40		25386	2510 107 430220	345	101000
2	9139003858	10/21/18	12.10		25386	2520 108 430220	345	101000

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121012	80831S	4094 MONTANA DEPT OF AG-AG SCIENCES	120.00					
1	100313-15	11/02/18 Pesticide Applicators Licen	70.00		25467	5210 22 430530	330	101000
2	16569-15	10/31/18 License Renewal Lockie	25.00		25390	1000 13 460433	380	101000
3	16569-15	10/31/18 License Renewal Stone	25.00		25390	1000 13 460433	380	101000
121024	80832S	999999 DAVID HARRIS	46.00					
1	TEV103118	10/31/18 Glendive Training -	46.00		25463	5210 22 430530	370	101000
121862	80833S	999999 HEALTH CARE SERVICE CORP	839.41					
1	13554133	10/17/18 Patient ~ T.T BCBS 5/19/18	839.41			5510 342026		101000
121953	-99922C	4193 MONTANA CIVIL, LLC	660,272.38					
1	2416112	10/30/18 Darling Addition Phase I	100,000.00		25150	2510 107 430236	220	101000
2	2416112	10/30/18	148,081.71		25150	2510 107 430236	230	101000
3	2416112	10/30/18	148,081.71		25150	2510 107 430236	350	101000
4	2416112	10/30/18	264,108.96		25150	5210 23 430550	940	101000
121989	80834S	771 DEPT OF REVENUE	6,669.42					
1	CRG-21018	10/31/18 Montana Civil Tax Witholdin	2,667.77		25554	5210 23 430550	940	101000
2	CGR-21018	10/31/18	4,001.65		25554	2510 107 430236	350	101000
121996	80835S	286 STANLEY CHIROPRACTIC OFFICE	85.00					
1	99214	10/24/18 CDL ~ Ronning	68.00		25391	2510 107 430220	350	101000
2	99214	10/24/18	17.00		25391	2520 108 430220	350	101000
121999	-99921C	485 CENTURY COMPANIES, INC.	3,566.25					
1	14083	10/29/18 47 Tons Hot Mix	1,783.13		25553	5210 23 430550	230	101000
2	14083	10/29/18	1,783.12		25553	5310 31 430630	230	101000
122028	80836S	1780 MILES CITY MOTOR SUPPLY	18.10					
1	713453	10/11/18 Airport ~ Fuel Filters	18.10			5610 87 430300	363	101000
122066	80837S	523 CITY SERVICE, INC.	23,580.55					
1	0312895	10/03/18 Aiport ~ Fuel 3000 JetA	8,911.33		897	5610 87 430300	237	101000
2	0306441	10/30/18 Airport ~ Fuel ~ 5000 JetA	14,669.22		897	5610 87 430300	237	101000
122088	80838S	2221 NEWMAN TRAFFIC SIGNS	710.25					
1	0007789	10/31/18 Streets ~ Signs and Materials	568.20		25383	2510 107 430220	242	101000
2	0007789	10/31/18	142.05		25383	2520 108 430220	242	101000

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122089	80839S	3229 ROLLING RUBBER / POINT S	20.00					
1	1031703	10/15/18 PD ~ Fix Flat Car #1	20.00		24979	1000 5 420140	230	101000
122092	80840S	4022 MARILYNN FORMAN	350.00					
1	MF102918	10/29/18 PD ~ Cleaning October	350.00		24976	1000 5 420140	350	101000
122093	80841S	390 JERRYS REFRIGERATION SERV INC	539.50					
1	108349	10/22/18 Animal Shelter ~ Fix Gas Valve	539.50		24981	1000 21 440600	220	101140
122094	80842S	2910 TONGUE RIVER ELECTRIC	451.52					
1	TREC102518	10/25/18 Southgate Lighting	401.73			2450 51 430263	341	101000
2	DTRECO1018	10/25/18 Garfield 911	49.79			2850 105 420140	341	101000
122096	80843S	4186 BUCKY JOHNSON	46.02					
1	9134138632	10/31/18 October Cell Phone	23.01		25556	5210 23 430550	345	101000
2	9134138632	10/31/18	23.01		25556	5310 31 430630	345	101000
130599	80844S	872 EASTERN MONTANA IND	325.00					
1	470683	09/30/18 Library ~ Cleaning Contract	325.00		24935	2220 16 460100	360	101000
130655	80784S	999999 DUSTIN SLOAN	92.00					
1	ATRO92018	10/02/18 PD ~ Training Crime Scene	92.00			1000 5 420160	370	101000
130659	80819S	4133 ONIX NETWORKING COPORATION	5,312.00					
1	GB-0910201	09/10/18 City Attorneys - Vault	66.00			1000 4 411100	350	101000
2		City Attorneys	100.00			1000 4 411100	350	101000
5		Urban Renewal 93.5 % Vault	30.85			2310 11 460462	350	101000
7		Grant Admin/HP 6.5% Vault	2.15			2935 11 460461	350	101000
9		Urban Renewal /HP	46.75			2310 11 460462	350	101000
10		Grant Admin / HP	3.25			2935 11 460461	350	101000
11		Dispatch - Vault	264.00			1000 5 420160	350	101000
12		Dispatch	400.00			1000 5 420160	350	101000
13		Finance Admin - Vault	99.00			1000 3 410500	350	101000
14		Finance and Admin	150.00			1000 3 410500	350	101000
15		Finance - Water - Vault	33.00			5210 25 430510	350	101000
16		Finance - Water	50.00			5210 25 430510	350	101000
17		Finance - Sewer - Vault	33.00			5310 29 430610	350	101000
18		Finance - Sewer	50.00			5310 29 430610	350	101000
19		Ambulance - Vault	129.36			5510 10 420730	350	101000
20		Ambulance	196.00			5510 10 420730	350	101000
21		Fire Department - Vault	332.64			1000 7 420460	350	101000
22		Fire Department	504.00			1000 7 420460	350	101000
23		Mayor - Vault	33.00			1000 1 410200	350	101000
24		Mayor	50.00			1000 1 410200	350	101000

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25		Planning - Vault	33,00*			1000 36 411020	350	101000
26		Planning	50,00*			1000 36 411020	350	101000
27		Police - Vault	561,00			1000 5 420140	350	101000
28		Police	850,00			1000 5 420140	350	101000
29		Public Utilities - W - Vault	122,10			5210 22 430530	350	101000
30		Public Utilities - Water	185,00			5210 22 430530	350	101000
31		Public Utilities S - Vault	122,10			5310 33 430640	350	101000
32		Public Utilities - Sewer	185,00			5310 33 430640	350	101000
33		Public Utilities W - Vault	56,10			5210 23 430550	350	101000
34		Public Utilities - Water	90,00			5210 23 430550	350	101000
35		Public Utilities S- Vault	56,10			5310 31 430630	350	101000
36		Public Utilities - Sewer	90,00			5310 31 430630	350	101000
37		Public Works 204 - Vault	82,50			2510 107 430220	350	101000
38		Public Works Maint 204	125,00			2510 107 430220	350	101000
39		Public Works 205 - Vault	23,10			2520 108 430220	350	101000
40		Public Works Maint 205	25,00			2520 108 430220	350	101000
41		Treasurer - Vault	33,00			1000 9 410540	350	101000
42		Treasurer	50,00			1000 9 410540	350	101000
130688	80789S	4019 WEX BANK	9,138.47					
1	56050381	10/30/18 FUEL	508.17		25362	1000 13 460433	231	101000
3		10/30/18 FUEL	2,832.12		25362	2510 107 430220	231	101000
4		10/30/18 FUEL	708.03		25362	2520 108 430220	231	101000
5		10/30/18 FUEL	67.23		25362	6040 910 430220	231	101000
6		10/30/18 FUEL	85.33		25451	5210 22 430530	231	101000
7		10/30/18 FUEL	56.89		25451	5210 80 430540	231	101000
8		10/30/18 FUEL	113.77		25451	5310 33 430640	231	101000
9		10/30/18 FUEL	142.22		25451	5310 32 430690	231	101000
10		10/30/18 FUEL	600.14		25177	1000 7 420460	231	101000
11		10/30/18 FUEL	661.12		25177	5510 10 420730	231	101000
12		10/30/18 FUEL	1,952.04		24968	1000 5 420140	231	101000
13		10/30/18 FUEL	87.23		24968	1000 21 440600	231	101000
15		10/30/18 FUEL	575.56		25138	5210 23 430550	231	101000
16		10/30/18 FUEL	575.55		25138	5310 31 430630	231	101000
17		10/30/18 FUEL	173.07		883	5610 87 430300	231	101000
130701	80845S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	197.19					
1	21726	10/09/18 CITY HALL: RUGS	28.50		25375	1000 8 411230	220	101000
2	22022	10/23/18	28.50		25375	1000 8 411230	220	101000
3	21682	10/05/18 SHOP: RUGS/MOPS	20.50		25375	6040 910 430220	220	101000
4	21948	10/05/18 Coveralls	49.99		25375	2510 107 430220	226	101000
7	22093	10/26/18 WWTP: MOPS/TOWELS	19.20		25464	5310 33 430640	360	101000
8	22110	10/29/18 WTP: MOPS/TOWELS	23.50		25464	5210 22 430530	360	101000
9	21719	10/09/18 PD: MATS	13.50		24964	1000 5 420140	360	101000
10	22015	10/23/18	13.50		25974	1000 5 420140	360	101000

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130703	80846S	1535 LUCAS & TONN PC		100.00					
1	LTPC101918	10/23/18 Westlaw ~ Professional Ser		100.00			1000 4 411100	350	101000
130704	80847S	2914 TOURISM BUSINESS IMPROVEMENT		3,126.00					
1	TBID201810	10/30/18 TBID ~ Monthly Econolodge		3,126.00			7370 212500		101000
130705	-99923E	1970 MONTANA DAKOTA UTILITIES		35,299.64					
1	10/31/18	GAS/ELECTRIC ~ FD		409.15		25190	1000 7 420460	341	101000
2		GAS/ELECTRIC ~ FD		27.87		25190	1000 7 420460	344	101000
3		GAS/ELECTRIC ~ City Hall		382.85			1000 8 411230	341	101000
4		GAS/ELECTRIC ~ City Hall		130.37			1000 8 411230	344	101000
5		GAS/ELECTRIC ~ Parks		893.13			1000 13 460433	341	101000
6		GAS/ELECTRIC ~ Parks		144.42			1000 13 460433	344	101000
7		GAS/ELECTRIC ~ Bath House		95.08			1000 14 460445	341	101000
8		GAS/ELECTRIC ~ Animal Shelter		49.54			1000 21 440600	341	101000
9		GAS/ELECTRIC ~ Animal Shelter		24.14			1000 21 440600	344	101000
10		GAS/ELECTRIC ~ Library		580.92		24939	2220 16 460100	341	101000
11		GAS/ELECTRIC ~ Library		89.01		24939	2220 16 460100	344	101000
12		GAS/ELECTRIC ~ District 165		3,798.12			2400 46 430263	341	101000
13		GAS/ELECTRIC ~ Rental Fees		12,165.40			2400 46 430263	533	101000
14		GAS/ELECTRIC ~ District 167		535.95			2420 48 430263	341	101000
15		GAS/ELECTRIC ~ Rental Fee		1,453.50			2420 48 430263	533	101000
16		GAS/ELECTRIC ~ District 171		148.77			2430 49 430263	341	101000
17		GAS/ELECTRIC ~ District 172		1,395.31			2440 50 430263	341	101000
18		GAS/ELECTRIC ~ District 202		111.16			2470 72 430263	341	101000
19		GAS/ELECTRIC ~ Rental Fee		456.80			2470 72 430263	533	101000
20		GAS/ELECTRIC ~ District 173		115.30			2480 47 430263	341	101000
21		GAS/ELECTRIC ~ Sewer Lift		89.42			2510 107 430220	341	101000
26		GAS/ELECTRIC ~ Water Plant		4,735.85			5210 22 430530	341	101000
27		GAS/ELECTRIC ~ Water Plant		284.53			5210 22 430530	344	101000
28		GAS/ELECTRIC ~ Fish & Game		30.50			5210 23 430550	341	101000
29		GAS/ELECTRIC ~ Fish & Game		35.95			5210 23 430550	344	101000
30		GAS/ELECTRIC ~ Fish & Game		30.50			5310 31 430630	341	101000
31		GAS/ELECTRIC ~ Fish & Game		35.95			5310 31 430630	344	101000
32		GAS/ELECTRIC ~ Sewer Lift		1,374.89			5310 32 430690	341	101000
33		GAS/ELECTRIC ~ Sewer Lift		64.27			5310 32 430690	344	101000
34		GAS/ELECTRIC ~ Treatment Plant		5,044.34			5310 33 430640	341	101000
35		GAS/ELECTRIC ~ Ambulance		159.11		25190	5510 10 420730	341	101000
36		GAS/ELECTRIC ~ Ambulance		10.84		25190	5510 10 420730	344	101000
39		GAS/ELECTRIC ~ Shop		347.28			6040 910 430220	341	101000
40		GAS/ELECTRIC ~ Shop		49.42			6040 910 430220	344	101000

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130706	80785S	800 DOEDEN CONSTRUCTION	651.32					
1	55233	09/07/18 Balsam ~ Concrete	258.00		25140	5210 23 430550	220	101000
2	55250	09/12/18 Pearl & Cottage ~ Concrete	270.32		25140	5210 23 430550	220	101000
3	55322	09/24/18 Catholic Church ~ Concrete	123.00		25140	5210 23 430550	220	101000
130707	80848S	316 DATA IMAGING SYSTEMS, INC	1,457.00					
1	10/30/18	Managed Services	257.40			1000 3 410500	360	101000
2	10/30/18	Managed Services	140.90			5210 25 430510	360	101000
3	10/30/18	Managed Services	140.90			5310 29 430610	360	101000
4	10/30/18	Managed Services	75.05			1000 1 410200	360	101000
5	10/30/18	Managed Services	75.05			1000 36 411020	360	101000
6	10/30/18	Managed Services	148.59			5210 23 430550	360	101000
7	10/30/18	Managed Services	148.59			5310 31 430630	360	101000
8	10/30/18	Managed Services	106.56			2510 107 430220	360	101000
9	10/30/18	Managed Services	57.03			2520 108 430220	360	101000
10	10/30/18	Managed Services ~ Treasurer	75.05			1000 9 410540	360	101000
11	10/30/18	Managed Service ~ TIF District	70.17			2310 11 460462	360	101000
12	10/30/18	Managed Service ~ Hist Pres	4.87			2935 11 460461	360	101000
13	10/30/18	Managed Service ~ Building Ins	156.84			2394 18 420531	360	101000
130708	80808S	870 EAST MAIN ANIMAL CLINIC	340.88					
1	1449	09/30/18 Animal Control ~ Vet Service	340.88		24966	1000 21 440600	350	101000
130709	80809S	1721 MID RIVERS TELEPHONE CORP	3,190.33					
2	10/30/18	TELEPHONE/INTERNET/CABLE/Judge	112.78		25506	1000 6 410300	345	101000
3	10/30/18	TELEPHONE/INTERNET/CABLE/Judge	55.40		25506	1000 6 410300	347	101000
4	10/30/18	TELEPHONE/INTERNET/CABLE/Libry	159.82		24941	2220 16 460100	345	101000
5	10/30/18	TELEPHONE/INTERNET/CABLE/Libry	175.85		24941	2220 16 460100	347	101000
6	10/30/18	TELEPHONE/INTERNET/CABLE/SmPol	0.00			1000 14 460445	345	101000
7	10/30/18	TELEPHONE/INTERNET/CABLE/ 911	326.70			2850 105 420140	345	101000
8	10/30/18	TELEPHONE/INTERNET/CABLE/child	0.00			1000 5 420140	220	101000
9	10/30/18	TELEPHONE/INTERNET/CABLE/rsvp	119.38		24534	2985 15 450330	345	101004
10	10/30/18	TELEPHONE/INTERNET/CABLE/Airpt	53.01		896	5610 87 430300	345	101000
11	10/30/18	TELEPHONE/INTERNET/CABLE/Airpt	53.02		896	5610 87 430300	319	101000
12	10/30/18	TELEPHONE/INTERNET/CABLE/Airpt	53.01		896	5610 87 430300	347	101000
13	10/30/18	TELEPHONE/INTERNET/CABLE/mayor	27.25			1000 1 410200	345	101000
14	10/30/18	TELEPHONE/INTERNET/CABLE/fin	48.65			1000 3 410500	345	101000
15	10/30/18	TELEPHONE/INTERNET/CABLE/fin	19.52			1000 3 410500	347	101000
16	10/30/18	TELEPHONE/INTERNET/CABLE/atny	0.88			1000 4 411100	345	101000
17	10/30/18	TELEPHONE/INTERNET/CABLE/pd	309.35			1000 5 420140	345	101000
18	10/30/18	TELEPHONE/INTERNET/CABLE/pd	65.60			1000 5 420140	347	101000
19	10/30/18	TELEPHONE/INTERNET/CABLE/disp	307.45			1000 5 420160	345	101000
20	10/30/18	TELEPHONE/INTERNET/CABLE/fire	158.08			1000 7 420460	345	101000
21	10/30/18	TELEPHONE/INTERNET/CABLE/fire	135.60			1000 7 420460	347	101000

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22	10/30/18	TELEPHONE/INTERNET/CABLE/tres	0.88			1000 9 410540	345	101000
23	10/30/18	TELEPHONE/INTERNET/CABLE/park	36.94			1000 13 460433	345	101000
24	10/30/18	TELEPHONE/INTERNET/CABLE/park	37.60			1000 13 460433	347	101000
25	10/30/18	TELEPHONE/INTERNET/CABLE/ACtr	40.09			1000 21 440600	345	101000
26	10/30/18	TELEPHONE/INTERNET/CABLE/plng	73.81			1000 36 411020	345	101000
27	10/30/18	TELEPHONE/INTERNET/CABLE/HP	24.65			2310 11 460462	345	101000
28	10/30/18	TELEPHONE?INTERNET/CABLE/HP	18.25			2310 11 460462	347	101000
29	10/30/18	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394 18 420531	345	101000
30	10/30/18	TELEPHONE/INTERNET/CABLE/md204	63.72			2510 107 430220	345	101000
31	10/30/18	TELEPHONE/INTERNET/CABLE/md205	29.04			2520 108 430220	345	101000
32	10/30/18	TELEPHONE/INTERNET/CABLE/wplnt	72.49			5210 22 430530	345	101000
33	10/30/18	TELEPHONE/INTERNET/CABLE/wplnt	80.20			5210 22 430530	347	101000
34	10/30/18	TELEPHONE/INTERNET/CABLE/wtlns	33.20			5210 23 430550	345	101000
35	10/30/18	TELEPHONE/INTERNET/CABLE/wtlns	11.40			5210 23 430550	347	101000
36	10/30/18	TELEPHONE/INTERNET/CABLE/wtadm	43.38			5210 25 430510	345	101000
37	10/30/18	TELEPHONE/INTERNET/CABLE/wtadm	9.39			5210 25 430510	347	101000
38	10/30/18	TELEPHONE/INTERNET/CABLE/wwadm	43.36			5310 29 430610	345	101000
39	10/30/18	TELEPHONE/INTERNET/CABLE/wwadm	19.51			5310 29 430610	347	101000
40	10/30/18	TELEPHONE/INTERNET/CABLE/swlns	33.19			5310 31 430630	345	101000
41	10/30/18	TELEPHONE/INTERNET/CABLE/swlns	11.40			5310 31 430630	347	101000
42	10/30/18	TELEPHONE/INTERNET/CABLE/wwpln	31.23			5310 33 430640	345	101000
43	10/30/18	TELEPHONE/INTERNET/CABLE/wwpln	45.60			5310 33 430640	347	101000
44	10/30/18	TELEPHONE/INTERNET/CABLE/amb	105.67			5510 10 420730	345	101000
45	10/30/18	TELEPHONE/INTERNET/CABLE/amb	28.24			5510 10 420730	347	101000
46	10/30/18	TELEPHONE/INTERNET/CABLE/shop	34.22			6040 910 430220	345	101000
47	10/30/18	TELEPHONE/INTERNET/CABLE/shop	52.18			6040 910 430220	347	101000
48	10/30/18	Historical Preservation	1.71			2935 11 460461	345	101000
49	10/30/18		1.27			2935 11 460461	347	101000
130710	-99925E	373 MASTERCARD	14,790.12					
1	10/20/18		38.90			1000 1 410200	380	101000
2	10/20/18		14.89			1000 3 410500	210	101000
3	10/20/18		250.00*			1000 3 410500	334	101000
4	10/20/18		129.99			1000 5 420140	210	101000
5	10/20/18		280.00			1000 5 420140	214	101000
6	10/20/18		144.79			1000 5 420140	220	101000
7	10/20/18		16.49			1000 5 420140	227	101000
8	10/20/18		349.42			1000 5 420140	230	101000
9	10/20/18		66.61			1000 5 420140	311	101000
10	10/20/18		6.70*			1000 5 420140	320	101000
11	10/20/18		54.00			1000 5 420140	370	101000
12	10/20/18		198.00			1000 5 420140	380	101000
13	10/20/18		98.99			1000 5 420160	210	101000
14	10/20/18		12.99			1000 5 420160	330	101000
15	10/20/18		17.94			1000 6 410300	210	101000

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18	10/20/18		0.00			1000 7 420460	214	101000
19	10/20/18		0.00			1000 7 420460	217	101000
20	10/20/18		0.00			1000 7 420460	220	101000
21	10/20/18		95.00			1000 7 420460	226	101000
22	10/20/18		236.31			1000 7 420460	231	101000
23	10/20/18		11.97			1000 7 420460	241	101000
24	10/20/18		58.34			1000 7 420460	345	101000
25	10/20/18		269.68			1000 7 420460	364	101000
26	10/20/18		135.20			1000 7 420460	382	101000
27	10/20/18		579.95			1000 7 420460	380	101000
28	10/20/18		197.50			1000 8 411230	220	101000
29	10/20/18		0.00			1000 13 460433	214	101000
30	10/21/18		0.00			1000 13 460433	220	101000
31	10/20/18		16.00			1000 13 460433	222	101000
32	10/20/18		898.47			1000 13 460433	230	101000
33	10/20/18		0.00			1000 13 460433	334	101000
34	10/20/18	Denton Field ~ Scoreboard	0.00			1000 13 460433	360	101000
35	10/20/18		0.00			1000 13 460433	363	101000
37	10/20/18		0.00			1000 14 460445	214	101000
38	10/20/18		0.00			1000 14 460445	230	101000
41	10/20/18		171.54			1000 21 440600	220	101000
42	10/20/18		27.97			1000 21 440600	220	101000
43	10/20/18		3.50*			1000 21 440600	311	101000
44	10/20/18		10.27			1000 36 411020	210	101000
46	10/20/18		0.00*			1000 36 411020	220	101000
47	10/20/18		0.00			1000 36 411020	311	101000
48	10/20/18		0.00			1000 36 411020	334	101000
49	10/20/18		-194.88			1000 36 411020	380	101000
50	10/20/18		0.00			1000 201 431200	210	101000
51	10/20/18		0.00			1000 201 431200	311	101000
52	10/20/18		154.56			2220 16 460100	311	101000
53	10/20/18		109.13			2220 16 460100	382	101000
56	10/20/18		10.27			2394 18 420531	210	101000
58	10/20/18		252.46			2394 18 420531	380	101000
59	10/20/18		74.70			2394 18 420531	311	101000
60	10/20/18		10.28			2510 107 430220	210	101000
61	10/20/18		36.86			2510 107 430220	220	101000
62	10/20/18		123.84			2510 107 430220	230	101000
63	10/20/18		75.07			2510 107 430220	242	101000
64	10/20/18		155.44*			2510 107 430220	311	101000
65	10/20/18		1,400.10			2510 107 430220	363	101000
66	10/20/18		0.00			2520 108 430220	210	101000
67	10/20/18		9.22			2520 108 430220	220	101000
68	10/20/18		30.96			2520 108 430220	230	101000
69	10/20/18		18.77			2520 108 430220	242	101000

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71	10/20/18		38.86*			2520 108 430220	311	101000
72	10/20/18		350.03			2520 108 430220	363	101000
73	10/20/18		0.00			2850 105 420140	220	101000
74	10/20/18		59.42			2985 15 450340	210	101008
76	10/20/18		99.99*			2985 15 450340	220	101000
77	10/20/18		2.26*			2985 15 450340	311	101000
78	10/20/18		70.70*			2985 15 450340	220	101008
79	10/20/18		36.64			5210 22 430530	210	101000
80	10/20/18		1.98			5210 22 430530	214	101000
81	10/20/18		8.99			5210 22 430530	220	101000
82	10/20/18		106.18			5210 22 430530	230	101000
83	10/20/18		10.50			5210 22 430530	311	101000
84	10/20/18		0.00			5210 22 430530	380	101000
85	10/20/18		0.00			5210 23 430550	210	101000
86	10/20/18		128.38			5210 23 430550	214	101000
87	10/20/18		509.31			5210 23 430550	220	101000
88	10/20/18		807.90			5210 23 430550	230	101000
89	10/20/18		218.73			5210 23 430550	234	101000
90	10/20/18		240.33			5210 23 430550	235	102270
93	10/20/18		569.38			5210 23 430550	363	101000
94	10/20/18		14.89			5210 25 430510	210	101000
95	10/20/18		18.50			5210 80 430540	220	101000
96	10/20/18		364.63			5210 80 430540	222	101000
97	10/20/18		495.04			5210 80 430540	230	101000
98	10/20/18		3.80			5210 80 430540	311	101000
99	10/20/18		321.00			5210 80 430540	352	101000
100	10/20/18		14.90			5310 29 430610	210	101000
101	10/20/18		363.29			5310 31 430630	220	101000
102	10/20/18		0.00			5310 31 430630	233	101000
103	10/20/18		569.38			5310 31 430630	363	101000
106	10/20/18		81.52			5310 32 430690	220	101000
107	10/20/18		32.99			5310 33 430640	210	101000
108	10/20/18		71.96			5310 33 430640	220	101000
109	10/20/18		823.59			5310 33 430640	222	101000
110	10/20/18		552.97			5310 33 430640	230	101000
111	10/20/18		10.86			5310 33 430640	311	101000
112	10/20/18		177.00			5310 33 430640	352	101000
113	10/20/18		17.50			5310 33 430640	360	101000
114	10/20/18		0.00			5510 10 420730	210	101000
115	10/20/18		0.00			5510 10 420730	222	101000
116	10/20/18		30.73			5510 10 420730	231	101000
117	10/20/18		0.00			5510 10 420730	241	101000
118	10/20/18		56.42			5510 10 420730	347	101000
119	10/20/18		31.16			5510 10 420730	360	101000
120	10/20/18		0.00			5510 10 420730	364	101000

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121	10/20/18		21.44			5610 87 430300	210	101000
122	10/20/18		94.50			5610 87 430300	220	101000
123	10/20/18		111.75			5610 87 430300	230	101000
124	10/20/18		13.88			5610 87 430300	250	101000
126	10/20/18		106.97			5610 87 430300	345	101000
127	10/20/18		16.66			5610 87 430300	363	101000
128	10/20/18		55.57			6040 910 430220	210	101000
129	10/20/18		158.98			6040 910 430220	214	101000
130	10/20/18		240.47			6040 910 430220	230	101000
130711	80849S	721 DALES CLEANING SERVICE	600.00					
1	DCS721018	10/27/18 City Hall ~ October Cleanin	600.00		25378	1000 8 411230	360	101000
130720	80850S	975 FIREMANS FUND	1,980.00					
1	3rd quarte	10/02/18 QUARTERLY CLOTHING ALLOTME	1,980.00		25172	1000 7 420460	211	101000
130727	80851S	4189 L.N. CURTIS AND SONS	82.00					
1	217340	09/18/18 FD ~ Turnout Cleaner	82.00		25173	1000 7 420460	210	101000
130728	80786S	671 CUSTER COUNTY TREASURER	40.69					
1	10/04/18	Plate for Unit #13	16.28		25405	2510 107 430220	363	101000
2	10/04/18		4.07		25405	2520 108 430220	363	101000
3	10/04/18		10.17		25405	5210 23 430550	363	101000
4	10/04/18		10.17		25405	5310 31 430630	363	101000
130729	80787S	671 CUSTER COUNTY TREASURER	10.30					
1	10/05/18	2018 Ambulance	10.30		24588	1000 7 420460	350	101000
130730	80852S	3292 MONTANA AIR CARTAGE	288.48					
1	93018	10/01/18 Library ~ Crate Delivery	204.00		24936	2880 39 460100	311	101020
2	709216	09/26/18 PUD ~ Shipping N.W.P	84.48		25146	5210 23 430550	220	101000
130731	80810S	4083 BLUE CROSS BLUE SHIELD OF	739.41					
1	100318	05/19/18 Ambulance Refund	739.41			5510 10 420730	350	101000
130732	80790S	268 MILES CITY SANITATION INC.	60.00					
1	125188	10/01/18 Airport ~ October 2 Bins	60.00		885	5610 87 430300	220	101000
130733	80791S	2471 POSTMASTER	952.43					
1	USPS102018	10/10/18 Flood ~ Postage Public Mee	952.43		25304	1000 201 431200	311	101000

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130734	80788S	1921 MONTANA MINICIPAL INTERLOCAL		3,023.80					
1	102018	10/09/18 October ~ Retirees Insurance		3,023.80			1000 362022		101000
130735	80799S	1407 KADRMAS LEE & JACKSON INC		38,820.87					
1	10102799	07/12/18 Airport ~ Enviro Study 7/12		12,200.00		886	5610 87 430300	944	101000
2	10106107	09/17/18 Airport ~ Enviro Study 9/17/		25,850.00		886	5610 87 430300	944	101000
3	10106104	09/24/18 Dispatch ~ Data Maintenance		770.87		25209	2850 105 420140	350	101000
130736	80792S	999999 SETH LOCKIE		34.00					
1	ATR102018	10/09/18 Pesticide Classes		34.00		25366	1000 13 460433	370	101000
130737	80793S	999999 BRADY STONE		34.00					
1	ATR102018	10/09/18 Pesticide Classes		34.00		25365	1000 13 460433	370	101000
130738	80794S	394 BOSS INC		474.00					
1	218313-0	08/24/18 Finance ~ Paper Contract		145.20		25961	1000 3 410500	220	101000
2	224635-0	09/05/18		145.20		25961	5210 25 430510	220	101000
3	223791-0	08/30/18		145.21		25961	5310 29 430610	220	101000
4	226119-0	09/14/18 PD ~ Copier Repair		14.92		24955	1000 5 420140	210	101000
5	22364-0	09/03/18 Jeff's Office ~ Supplies		23.47		24419	1000 4 411100	220	101000
130739	-99924E	1970 MONTANA DAKOTA UTILITIES		829.56					
1	10/05/18	Airport ~ Electric		698.62		887	5610 87 430300	341	101000
2	10/05/18	Airport ~ Gas		130.95		887	5610 87 430300	344	101000
3	10/05/18	Rounding Difference		-0.01		887	5610 87 430300	341	101000
130740	80797S	395 VA MONTANA HEALTHCARE SYSTEM		3,115.83					
1	OCTVA2018	10/01/18 PD ~ VA October Rental		3,115.83		24969	1000 5 420140	530	101000
130741	80798S	395 VA MONTANA HEALTHCARE SYSTEM		417.50					
1	OCTVA2018	10/01/18 RSVP ~ VA October Rental		417.50		24528	2985 15 450340	530	101000
130742	80853S	237 CPI COLLECTION PROFESSIONALS INC		817.01					
1	3241010-09	10/12/18 September ~Water/Sewer Col		21.22			5210 25 430510	350	101000
2	3241010-09	10/12/18		21.22			5310 29 430610	350	101000
3	Sept 2018	08/31/18 Ambulance Collection Charge		774.57			5510 366010		101000
130743	80811S	1330 SCL Health ~ Sisters of Charity		241.70					
1	500233417	08/17/18 PD ~ Blood Draw		241.70		24971	1000 5 420140	350	101000

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130744	80854S	636 CRIDCO, LLC	144.00					
1	061542-061	10/05/18 Airport ~ 3 Months Water	144.00		889	5610 87 430300	220	101000
130745	80855S	361 BILLS TRUCK SERVICE	523.94					
1	009000	10/09/18 Airport ~ Truck Repair	523.94		888	5610 87 430300	363	101000
130746	80856S	4084 MILES CITY AREA ECONOMIC	5,000.00					
1	4-12-2018-	05/12/18 Economic Develop Annual	5,000.00		24589	1000 2 470300	350	101000
130747	80812S	2162 MONTANA SUPREME COURT	300.00					
1	COLJ 2018	10/12/18 Judge ~ Fall Conference	300.00*		25504	1000 6 410300	334	101000
130748	80800S	999999 SETH LOCKIE	46.00					
1	ATR102218	10/16/18 Pesticide Class ~ Glasgow	23.00		25370	1000 13 460433	370	101000
2	ATR102218	10/24/18 Billings ~ Recertification	23.00		25370	1000 13 460433	370	101000
130749	80801S	999999 BRADY STONE	23.00					
1	ATR102218	10/16/18 Pesticide Class ~ Glasgow	23.00		25369	1000 13 460433	370	101000
130750	80857S	4013 SOLESTONE REIMB SERVICES	3,015.85					
1	10018	10/04/18 September ~ Ambulance Billing	3,015.85		25182	5510 10 420730	350	101000
130751	80858S	2903 TIRE-RAMA	2,413.63					
1	1060206904	10/05/18 Unit #13	945.47		25141	2510 107 430220	363	101000
2	1060206904	10/05/18	236.37		25141	2520 108 430220	363	101000
3	1060206904	10/05/18	590.92		25141	5210 23 430550	363	101000
4	1060206904	10/05/18	590.92		25141	5310 31 430630	363	101000
5	1060207696	10/29/18 Ambulance #26 ~ Fix Tire	49.95		25196	5510 10 420730	364	101000
130752	80859S	2475 PRAX AIR	74.41					
1	85399826	09/30/18 Fire Department ~ 02	74.41		25183	5510 10 420730	222	101000
130753	80813S	4062 SCL HEALTH ~ Supplies	603.79					
1	6529	09/30/18 Ambulance Supplies	497.21		25184	5510 10 420730	222	101000
2	6186	09/01/18 Due from September - Credits	106.58		25151	5510 10 420730	222	101000
130754	80860S	999999 APCO INTERNATIONAL	331.00					
1	554060	10/04/18 Dispatch ~ Group Membership	331.00		25210	1000 5 420160	334	101000

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130755	80861S	999999	YELLOWSTONE TACTICAL	360.00					
1	1101	10/02/18	PD ~ Night Lights Kits	360.00		24965	1000 5 420140	214	101000
130756	80862S	4148	NEUTRALOX INC.	1,715.47					
1	1800056	10/02/18	WWTP ~ Dust Filters	1,715.47		25455	5310 33 430640	230	101000
130757	80863S	999999	TEST TECHNOLOGY CORP.	100.00					
1	9081	09/24/18	Test & Certify Fume Hoods	100.00		25454	5310 33 430640	360	101000
130758	80864S	999999	TIGHTLINE DESIGN, LLC	1,506.00					
1	1	10/11/18	Door ~ Jeff Nobel's Office	1,506.00		25368	1000 8 411230	360	101000
130759	80802S	999999	COLIN DYKSTRA	225.00					
1	8662-20	10/16/18	802 Orr Cleanup	225.00		25371	2510 107 430220	350	101000
130760	80865S	398	SONJA WOODS	149.27					
1	TEV24938	10/16/18	Library ~ MLA Room Workshop	149.27		24938	2220 16 460100	370	101000
130761	80803S	2831	MILES CITY STAR PUBLISHING	533.00					
1	204432	09/01/18	Flood Plain Notices-	91.00		25303	1000 201 431200	331	101000
2	204609	09/07/18		91.00		25303	1000 201 431200	331	101000
3	204624	09/10/18		97.50		25303	1000 201 431200	331	101000
4	204431	09/01/18	BOA Legal Public Hearing	52.00		25367	2394 18 420531	331	101000
5	204623	09/10/18	Zoning ~ Legal	161.20		25367	2510 107 430220	331	101000
6	204624	09/10/18		40.30*		25367	2520 108 430220	331	101000
130762	80805S	4161	DESERT MOUNTAIN COPORATION	4,291.41					
1	18-62451	10/17/18	Streets ~ Ice Slicer	3,433.13		25377	2510 107 430220	220	101000
2	18-62451	10/17/18		858.28		25377	2520 108 430220	220	101000
130763	80866S	999999	MARK REDDICK	200.00					
1	10162018	10/16/18	City Court ~ Labor and Mater	200.00		25505	1000 6 410300	360	101000
130764	80867S	999999	LEADS ONLINE	1,758.00					
1	247722	10/01/18	Online Investigations Renewal	1,758.00		24970	1000 5 420140	220	101000
130765	80868S	999999	CINTAS	67.86					
1	5011987618	10/15/18	PD ~ First Aid Refill	67.86		24973	1000 5 420140	220	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
130766	80869S 999999	MONTY LESH	400.00					
1	L&CRE1018	10/02/18 PD ~ Valuation Garberson	400.00		24967	1000 5 420140	350	101000
130767	80814S 4008	PITNEY BOWES	274.17					
1	3307358838	10/18/18 October Rental ~ Postage	91.39			1000 3 410500	220	101000
2	3307358838	10/18/18	91.39			5210 25 430510	220	101000
3	3307358838	10/18/18	91.39			5310 29 430610	220	101000
130768	80804S 523	CITY SERVICE, INC.	71.10					
1	W080901	10/15/18 Airport ~ Filter Adapter	71.10		892	5610 87 430300	230	101000
130769	80870S 687	SECURITY ABSTRACT & TITLE CO	215.00					
1	7603	10/12/18 Airport ~ Subdivision Guarante	215.00		891	5610 87 430300	925	101000
130770	80871S 2240	NOLLEYS WELDING & MACHINE INC	85.00					
1	31115	10/15/18 Airport ~ Tank Base Plates	85.00		893	5610 87 430300	230	101000
130771	80872S 999999	WALTER AVIATION	87.42					
1	991020181A	10/01/18 Airport ~ Credit for incor	87.42		890	5610 87 430300	237	101000
130772	80873S 1407	KADRMAS LEE & JACKSON INC	53,339.80					
1	10107040	10/12/18 Flood ~ Program Management	277.92		25305	1000 201 431200	350	101000
3	10107040	10/12/18 Flood ~ Relations/Outreach	1,404.05		25305	1000 201 431200	350	101000
4	10106340	10/04/18 PUD ~ Clearwell Baffle	739.00		25143	5210 22 430530	940	101000
5	10107039	10/12/18 Darling Addition PUD Rehabil	25,459.42		25372	2510 107 430236	350	101000
6	10107039	10/12/18	25,459.41		25372	5210 23 430550	940	101000
130773	80874S 869	EAST MONT COMMUNICATIONS	296.00					
1	28317	10/08/18 FD ~ Ambulance Radio	296.00		25188	5510 10 420730	222	101000
130774	80875S 999999	RICK HUBER	87.20					
Passed by Council to pay mileage								
1	TEV1019201	10/19/18 Travel Reimbursement to SE	87.20			1000 2 410100	370	101000
130775	80876S 1737	MC AREA SOLID WASTE DISTRICT	64.00					
1	60356	09/06/18 Animal Control ~ Disposal	5.00		24972	1000 21 440600	220	101000
2	60820	10/06/18 Animal Control ~ Disposal	8.00		24972	1000 21 440600	220	101000
3	56516	07/28/18 Animal Control ~ Disposal	5.00		24972	1000 21 440600	220	101000
4	60304	09/05/18 Animal Control ~ Disposal	5.00		24972	1000 21 440600	220	101000
5	63668	10/15/18 Parks ~ Milw Park Clean Up	41.00		25373	1000 13 460433	220	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		
130776	80806S 2830 STAR PRINTING & SUPPLY	365.34							
1	266233 09/07/18 Ambulance Paper & Contract	56.95		25164	1000 7 420460	210		101000	
2	266233 09/07/18	28.05		266233	5510 10 420730	210		101000	
3	266584 09/20/18 FD - Supplies	0.00		25180	1000 7 420460	320		101000	
4	266584 09/20/18	0.00		25180	5510 10 420730	320		101000	
5	266470 09/14/18 City Court ~ Supplies	106.60		25503	1000 6 410300	210		101000	
6	266520 09/18/18	114.99		25503	1000 6 410300	210		101000	
7	266596 09/20/18	58.75		25503	1000 3 410500	220		101000	
8	37119 10/10/18 Water Department ~ Forms	0.00		25962	5210 25 430510	220		101000	
9	37119 10/10/18	0.00		25962	5310 29 430610	220		101000	
130777	80877S 999999 CONWAY SHIELD	106.48							
1	0429617-IN 10/10/18 FD ~ Panels	106.48		25191	1000 7 420460	226		101000	
130778	80878S 291 ECOLAB PEST ELIMINATION DIVISION	107.12							
1	5702595 10/18/18 FD ~ Rodent Removal	71.77		25193	1000 7 420460	350		101000	
2	5702595 10/18/18	35.35		25193	5510 10 420730	350		101000	
130779	80879S 4171 FERGUSON WATERWORKS #1701	2,968.02							
1	0697948 10/18/18 6" Hydrant Replacement	530.59		25144	5210 23 430550	940		101000	
2	0692352 10/23/18 Sensus Software Tech Support	2,437.43		25551	5210 23 430550	350		101000	
130780	80880S 4142 CORE & MAIN	5,346.81							
1	J523090 10/11/18 Darling Project ~ 8" Cap	313.95		25145	5210 23 430550	940		101000	
2	J545543 10/23/18 Utilities ~ Misc. 6" pipe	2,111.10		25148	5210 23 430550	940		101000	
3	J663061 11/05/18 Grips and Couplings	2,921.76		25557	5210 23 430550	230		101000	
130781	80881S 1591 MAGUIRE IRON INC.	40,640.00							
	Scanned with Bids attached								
1	IVC010651 10/18/18 Watertower ~ Repair Joint	40,640.00		25142	5210 23 430550	360		101000	
130782	80816S 2062 BUILDING CODES ~ Elevator	730.00							
1	1037407992 10/16/18 Library ~ Elevator Certifi	200.00		24940	2220 16 460100	360		101000	
2	2332408071 11/17/18 WTP ~ Elevator Certificate	290.00		25456	5210 22 430530	360		101000	
3	0674080920 10/17/18 City Hall ~ Elevator Certi	240.00		25374	1000 8 411230	220		101000	
130783	80882S 4112 FARMERS BROTHERS COFFEE	137.04							
1	1498440 10/09/18 Airport - 2 cases of Coffee	137.04		894	5610 87 430300	220		101000	

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130784	80883S	999999	FLOWPOINT ENVIRONMENTAL SYSTEMS	795.00					
1	795.00	09/05/18	Software Maintenance	795.00		25457	5310 33 430640	230	101000
130785	80884S	999999	MIKE WADE	11.00					
1	TEV25459	10/25/18	WWTP ~ Meals Training	11.00		25459	5210 22 430530	370	101000
130786	80885S	999999	MDS SUPPLY, INC	708.89					
1	305304	10/24/18	WTP ~ Sikaflex Primer, Epoxy	650.49		25458	5210 80 430540	230	101000
2	30384	09/26/18		58.40		25458	5210 80 430540	230	101000
130787	80886S	52	ABC GLASS & SIGNS, INC.	200.00					
1	0051581	10/11/18	streets ~ unit 46	80.00		25408	2510 107 430220	363	101000
2	0051581	10/11/18		20.00		25408	2520 108 430220	363	101000
3	0051581	10/11/18		50.00		25408	5210 23 430550	363	101000
4	0051581	10/11/18		50.00		25408	5310 31 430630	363	101000
130788	80887S	1426	KIWI PETES TREE SERVICE	1,550.00					
1	7542-6	10/19/18	Stumps Ground	1,550.00		25376	2510 107 430234	350	101000
130789	80888S	2305	NOTBOHM MOTORS	1,371.66					
1	45598	10/17/18	Ambulance #26 ~ Service	1,371.66		25194	5510 10 420730	364	101000
130790	80889S	288	MILES CITY AREA CHAMBER OF	64.34					
1	7123426	10/19/18	RSVP ~ Newsletter Postage	64.34		24530	2985 15 450330	311	101004
130791	80890S	999999	BETTY VAIL	1,079.87					
1	TEV24529	10/26/18	RSVP ~ State Directors Meeti	1,079.87		24529	2985 15 450340	370	101000
130792	80891S	2270	NORTHWEST PIPE INC	5,557.68					
1	139257	08/27/18	PUD ~ Supplies	1,305.72		25147	5210 23 430550	220	101000
2	139257-4	10/08/18		27.12		25147	5210 23 430550	230	101000
3	123823-1	10/01/18		1,972.49		25147	5210 23 430550	234	101000
4	139257-3	10/01/18		146.27		25147	5210 23 430550	235	101000
5	153748-0	10/22/18		2,015.45		25147	5210 23 430550	940	101000
6	156501	10/29/18	WWTP ~ Lower Stem	90.63		25465	5210 22 430530	230	101000
130800	80892S	999999	BANKER'S ADVERTISING COMPANY	190.50					
1	734914	10/24/18	Library ~ Patron Bags	190.50		24942	2220 16 460100	382	101000

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Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
130806	80893S 2537 RDO EQUIPMENT CO	2,865.11						
1	3493007 10/12/18 Streets ~ Bucket Tooth	1,146.04		25407	2510 107 430220	363	101000	
2	3493007 10/12/18	286.51		25407	2520 108 430220	363	101000	
3	3493077 10/12/18	716.28		25407	5210 23 430550	363	101000	
4	3493077 10/12/18	716.28*		25407	5310 31 430550	363	101000	
130807	80807S 2450 POSTMASTER (UTILITIES)	1,138.55						
1	USPS102018 10/30/18 Water/Sewer Postage	569.27			5210 25 430510	311	101000	
2	USPS102018 10/30/18	569.28			5310 29 430610	311	101000	
130809	80894S 999999 AMBER SWYERS	83.33						
1	73211 10/31/18 Water/Sewer Refund	83.33			5210 214010		101000	
130810	80895S 999999 DOLLY LUSTY	8.97						
1	73212 10/31/18 Water/Sewer Refund	8.97			5210 214010		101000	
130811	80896S 999999 KRISTI TILLY	28.44						
1	73213 10/31/18 Water/Sewer Refund	28.44			5210 214010		101000	
130812	80897S 999999 PETE LEMELIN	97.99						
1	73214 10/31/18 Water/Sewer Refund	97.99			5210 214010		101000	
130813	80898S 999999 ALLYSON PERRY	27.42						
1	73215 10/31/18 Water/Sewer Refund	27.42			5210 214010		101000	
130814	80899S 999999 JAMES OR ELSIE HELM	43.71						
1	73216 10/31/18 Water/Sewer Refund	43.71			5210 214010		101000	
130815	80900S 999999 TOOTER OR JO ROGERS	32.72						
1	73217 10/31/18 Water/Sewer Refund	32.72			5210 214010		101000	
130816	80901S 999999 GENEVIEVE FURTHER	99.91						
1	73217 10/31/18 Water/Sewer Refund	99.91			5210 214010		101000	
130817	80902S 999999 RONALD ROGERS C/O SHERYL ROGERS	0.60						
1	73218 10/31/18 Water/Sewer Refund	0.60			5210 214010		101000	
130818	80903S 999999 LINDSAY TROY	92.75						
1	73220 10/31/18 Water/Sewer Refund	92.75			5210 214010		101000	

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
130819	80904S	999999 ROLLAND OR LORI BERRY	69.25					
1	73220	10/31/18 Water/Sewer Refund	69.25			5210 214010		101000
130820	80905S	700 CUSTER COUNTY WATER & SEWER	14,648.70					
1	10/31/18	CCWSD ~ October	14,648.70			7980 211020		101000
130822	80906S	498 CENTURY LINK	1,941.84					
1	406896217-	10/21/18 October ~ Dispatch Monthly	1,941.84		25211	2850 105 420140	345	101000
130823	80907S	2151 System Technology Consultants	315.00					
1	32063	10/18/18 PD ~ October Computer Setup	315.00		24975	1000 5 420140	350	101000
130824	80908S	4055 DOOR 804 FITNESS	162.00					
1	D804922018	10/31/18 Membership Dues ~ Roos	144.00		25213	1000 5 420140	334	101000
3	D804922018	10/31/17 L. Anderson	18.00		25213	1000 5 420140	334	101000
130825	80909S	4134 FICKLER OIL COMPANY, INC	792.17					
1	65287	10/24/18 Shop ~ Oil	316.87		25406	2510 107 430220	231	101000
2	65287	10/24/18	79.22		25406	2520 108 430220	231	101000
3	65287	10/24/18	198.04		25406	5210 23 430550	231	101000
4	65287	10/24/18	198.04		25406	5310 31 430630	231	101000
130826	-99920C	278 TITAN MACHINERY	660.81					
1	11521051	10/05/18 Solenid & Wire Harness	264.32		25409	2510 107 430220	363	101000
2	11521051	10/05/18 Unit #41	66.09		25407	2520 108 430220	363	101000
3	11608123	10/24/18	165.20		25409	5210 23 430550	363	101000
4	11608123	10/24/18	165.20		25409	5310 31 430630	363	101000
130827	80910S	2560 REGAN PLUMBING & HEATING	17.82					
1	218-55925	10/25/18 Parks ~ Supplies	17.82		25379	1000 13 460433	230	101000
130828	80911S	4000 AG PARTNERS. LLC	252.50					
1	IB1008	10/25/18 Parks ~ Chemicals	400.00		25381	1000 13 460433	222	101000
2	ZZZ	09/01/18 Credit Invoice	-147.50		CREDIT	1000 13 460433	222	101000

of Claims 129 Total: 1006,022.32

Total Electronic Claims 715,418.76 Total Non-Electronic Claims 290603.56

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Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$41,572.48
101140 Animal Control/donated by Nefsy	\$539.50
2220 LIBRARY	
101000 Cash - Operating	\$2,134.06
2310 TIFD-Downtown	
101000 Cash - Operating	\$190.67
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$12,069.51
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$15,963.52
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$1,989.45
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$148.77
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,698.40
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.73
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$567.96
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$115.30
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$439,718.30
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$3,082.03
2850 911 EMERGENCY	
101000 Cash - Operating	\$3,089.20
2880 LIBRARY GRANTS	
101020 Cash - Partners Program	\$204.00
2935 Historic Preservation	
101000 Cash - Operating	\$13.25
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	\$1,599.62
101004 RSVP Non-Federal Cash Operating-Custer	\$183.72
101008 RSVP- Custer Excess	\$130.12
5210 WATER UTILITY	
101000 Cash - Operating	\$364,884.69
102270 Cash - Curb Stop Replacement Fee	\$240.33
5310 SEWER UTILITY	
101000 Cash - Operating	\$18,259.67
5510 AMBULANCE FUND	
101000 Cash - Operating	\$13,926.47
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$64,499.02
6040 PUBLIC WORKS	
101000 Cash - Operating	\$1,025.85
7370 TBID	
101000 Cash - Operating	\$3,126.00
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$14,648.70

