



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*October 22, 2019
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

A. Regular City Council Meeting 10/08/2019

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

A. Amendment to Conditional Use Permit 2018-2, Condition #4, Clarifying the Intent of the Landscaping Condition

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- A. Approval on the Amended Condition Use Permit 2018-2 Condition #4, and adopt the Staff Report as Finding of Facts
- B. RESOLUTION NO. 4292- A Resolution Approving a Client Agreement With Target Solutions Learning LLC For Fire Department Computer Software
- C. RESOLUTION NO. 4293-A Resolution Revising City of Miles City Personnel Policy Regarding Travel
- D. Approval on Deputy Attorney Job Description
- E. Approval on Archivist Job Description

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 8, 2019
6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, October 8, 2019, 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, Ken Gardner, Dwayne Andrews, Rick Huber, Austin Lott, Kathy Wilcox and Susanne Galbraith. Council Member John Uden was excused.

Also present were City Attorney Dan Rice, Police Chief Doug Colombik, Fire Chief Branden Stevens, Public Utilities Director Tom Speelmon, Planner in Training/Historic Preservation/Urban Renewal Officer Ally Capps, Human Resource/Payroll Officer Linda Wilkins, 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: 9/24/2019

** *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of September 24, 2019, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 7-0.*

SCHEDULE MEETINGS

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

Human Resource	Tuesday October 15 th @ 5:30 pm
Planning Committee	Tuesday October 15 th @ 6:00 pm

REQUEST OF CITIZENS & PUBLIC COMMENT

Citizens Doug and Diane Brody, 220 South Merriam expressed their dissatisfaction on the street project that is going on in their neighborhood. They explained that there was no notice as to the work and or its progress on the project. One day Mr. Brody had to hurry and move his vehicle out of their driveway because there was a crew of people working in his yard. They were given two days to remove their rock garden and other plants, which meant hiring someone to help. Also, the working crew graded and exposed roots on a hackberry tree, and they wondered if it would come back next year. They were also wondering why the sidewalk is going to

be six feet wide, cause the American Disability Act states a minimum of three feet and a maximum of five feet. They asked the City to consider a five-foot sidewalk.

APPOINTMENTS

Urban Renewal Agency Board- Dr. Kenneth Stein

** Councilperson Galbraith moved to accept Doctor Kenneth Stein appointment to the Urban Renewal Agency Board, seconded by Councilperson Kassner. The motion passed by unanimous vote **7-0**

PROCLAMATIONS

None

STAFF REPORTS

Branden Stevens- Reported the following:

- Battalion Chief position has been filled (Johnny Hoskins)
- Safety Officer has returned to work on light duty
- The grant that was submitted for a new tender truck was unsuccessful
- Tower 19 has transmission issues and it is getting worse. He is having a specialist look at it
- CFR-1 has mechanical issues and will be used in an emergency only
- Ambulance 26 exhaust issue has been fixed
- The self-contained breathing apparatus trailer will be delivered in December
- This was fire prevention week and the theme was “Not every hero wear’s a cape, plan and practice your escape”

Administrator Capps-The Urban Renewal Agency’s annual report has been published and available for all to review.

CITY COUNCIL COMMENTS

Susanne Galbraith went to the fire prevention training and it was well thought out.

Rick Huber had a tour of the 911 office. Supervisor Lyne Anderson did a good job in showing him around.

Ken Gardner received a call from a citizen the was wondering when the hole will be filled in at 211 Cottage Street.

MAYOR COMMENTS

Reported that he had met with County Attorney Wyatt Glade to discuss the City’s need of a prosecutor. Since an agreement cannot be met before October 31st, an interview has been set up to hire one to directly work for the city.

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. **RESOLUTION NO. 4290 – A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-A Union**

** *Councilperson Kassner moved to approve the Resolution, read by title only and seconded by Councilperson Gardner.*

Mayor Hollowell said the personal day is already paid for, and he was told it would not cause any overtime payout. Councilperson Galbraith and Huber wondered if it did not work out, if it can be taken out of the agreement at a later date. They were concerned that it would cause extra overtime pay and affect the budget.

** *On roll call vote, the motion passed, 7-0. Resolution No. 4290 passed.*

- B. **RESOLUTION NO. 4291 – A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-B Union.**

** *Councilperson Lott moved to approve the Resolution, read by title only and seconded by Councilperson Wilcox.*

Councilperson Galbraith was very concerned at giving the police officers a longevity increase. She explained that the 19/20 budget was passed with \$83 to the good and as of September 30th the cash in General Fund was (-\$196,000). She did not feel good voting for the increase because she did not know where the money would come. Since the budget was so tight, the City should not be spending money that was not approved in August.

Chief Colombik explained that in the last two years the force has lost 60 percent of their employees. In the last five months he has lost six officers.

There will always be overtime and the force will always face the problem of being short of officers. He felt the present force is a solid group of individuals, and overtime cannot be helped. Previous wage increases have helped keep more officers, but he can not control the little things that make officers leave.

Sergeant Sloan explained that the longevity increase to the new officers will convince officers to stick around and the City's cost will decrease in five years. The longevity program will help the City retain officers and not pay as much on sending new officers to the Academy. This would save an abundant amount of money. Through the last few years at least \$80,000 indirect costs have been spent for fire year Academy training, and once the training is complete the officers move. The \$80,000 does not include wages and overtime.

HR Officer Wilkins clarified that the longevity it is not \$750 per month, it is 1 percent of \$750 per year. Currently the first four years amount to a 7-cent increase per hour (State Statute) plus an additional 5-cents. In the new contract the 5-cents is eliminated. An additional bump of \$2.06 is also received by officers completing their probationary period. The \$12,000 impact is caused by the older employees, (three of them) and there should be a saving to those staff that are in a lower longevity year of \$18,000. This comes from not getting 12 cents per year. Councilperson Galbraith asked if the newer police wages already had the longevity added in this fiscal budget year. Ms. Wilkins said it was, so the \$18,000 saving is inflated. The big hit will be when the new officers come upon the five years longevity.

Sergeant Sloan said that the agreement with the Mayor and union was that no wages would be cut for current officers in the one to five-year category. The officers in the one to four category wages will stay the same, but any new officers will only receive the 7-cent longevity for the first four years of employment. The big hit will be when the new officers come upon the five years. The benefit is that the City is not sending new officers to training and the City will benefit from the experience they have.

Mayor Hollowell said the initial \$12,000 will hit the budget now, but next year the City would feel the full benefit. It is an effort to retain officers. It is a gamble and hopefully it will pay off. The City can hope and believe there will be an increase in revenue next year to cover the additional cost.

**** On roll call vote, the motion passed, 4-3 with Councilperson Galbraith, Gardner and Huber voting no Resolution No. 4291 passed.**

C. Approval to Write off a Total Amount of \$1,211.00 for Ambulance Fund

****** *Councilperson Galbraith moved to approve the ambulance write offs, seconded by Councilperson Andrews and passed unanimously, 7-0.*

D. Approval to Send a Total of \$1,382.53 to Collections for Water Department

****** *Councilperson Galbraith moved to approve sending \$1,382.53 to collection for the water department, seconded by Councilperson Andrews and passed unanimously, 7-0.*

E. Approval of September Claims

****** *Councilperson Huber moved to approve the September claims, seconded by Councilperson Wilcox and passed unanimously, 7-0.*

ADJOURNMENT

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

The meeting was adjourned at 7:08 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

**PUBLIC HEARING
&
NEW BUSINESS**

**Miles City Planning
Zoning Amendment
Staff Report MCCUP-2018-02 (amended)
Tierney Rowe, InSite Towers Development 2, LLC
Meeting Date: October 22, 2019**

Staff Recommendation: Approve

This staff report has been prepared by Ally Capps, City Planner for the City of Miles City. I have reviewed the criteria for amending Condition #4. The documentation provided is to clarify the intent of the landscaping condition. I recommend approval of the request amendment as outlined for the wireless monotower fence perimeter. The conditional use permit, with the amendment complies with current zoning landscaping requirements.

Zoning Amendment:

This zoning amendment request is based in from Section 24-96 of Miles City's zoning amendment process subsection (b) Amendment Process. Amendment is being requested by the Administrator.

Background Information:

Tierney Rowe on behalf of InSite Towers Development 2, LLC, has approval to install a 100' cell tower. The Conditional Use Permit was approved by Council on June 25, 2019 for the Tower placement.

The lot totaling approximately 0.276 acers (50'X50' square foot area) zoned General Commercial. The purpose of the administrative request and staff report are for reference of the zoning requirements criteria, requesting review and amendment of the original verbiage, correcting the unclear verbiage used in Condition #4. Conditional Use Permit **MCCUP-2018-02**. The Zoning Board after reviewing the particular facts and support may recommend that Council approve, approve with modifications or deny accordingly.

A. Applicant

Tierney Rowe
1451 Lantern Lane
Draper, Utah 84020

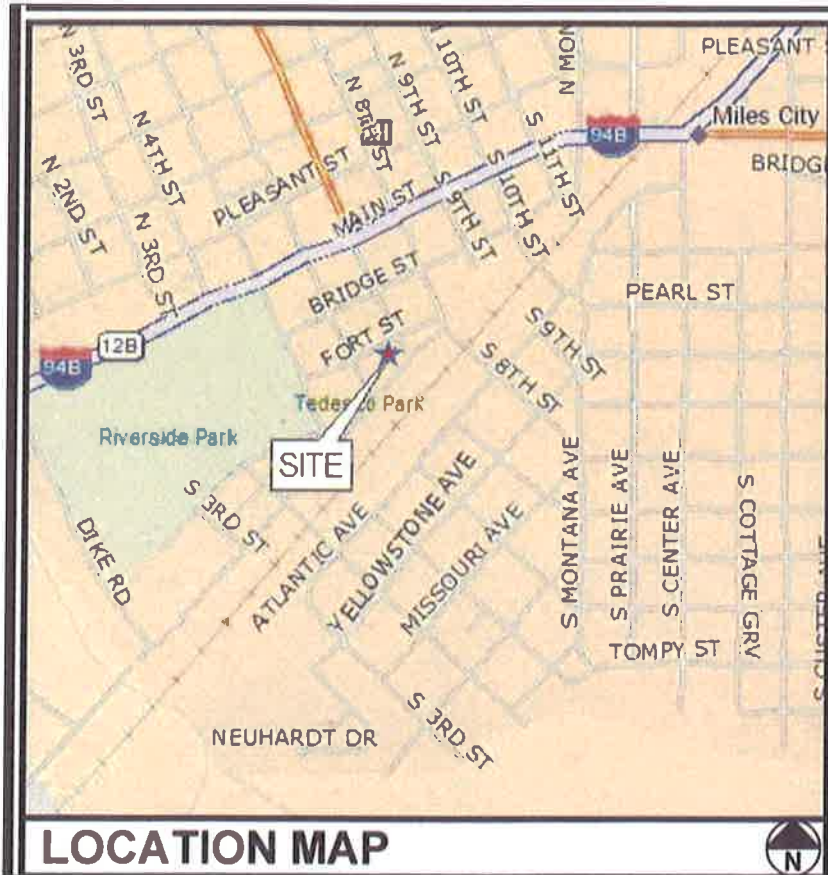
B. Owner

InSite Towers Development 2, LLC
1199 N. Fairfax Street, Suite 700
Alexandria, Virginia 22314

C. Location and Legal Description of Property

The property is located southwest of the intersection of Fort Street and South 7th Street and addressed as 201 S. 7th Street, Miles City, Montana 59301 – see vicinity map below. The legal description of the property is S33, T08 N, R47 E, Block 046, Lot 07-10 of the Miles City Original Townsite, located in Section 33, Township 8 North, Range 47 East, Block 47 E., City of Miles City, Custer County, Montana.

VICINITY MAP



D. Land Use(s) and Zoning

The property is currently a vacant lot and zoned General Commercial. Adjacent Zoning and Land Uses are shown below

- North:* Zoning – General Commercial (Bowling Alley)
- East:* Zoning – General Commercial (Apartment Rentals)
- South:* Zoning – General Commercial (Simpsons Honey Farm)
- West:* Zoning – General Commercial (House Rentals)

E. General Land Use Characteristics

The general land use characteristics of the area can be described as community orientated retail within close proximity to residences and visitors.

Evaluation Criteria

Other criteria include whether the amendment:

- a. Corrects an inconsistency in the zoning;
- b. Addresses changing conditions or furthers a specific public challenge such as the need for affordable housing, economic development, mixed use development or sustainable environmental features.

The following is an evaluation of the amendment criteria outlined in section 24-96(c) of Miles City's Zoning Regulations.

Condition #4 in the Conditional Use Permit CUP-18-02, is unclear and needs clarification on interpretation for InSite Tower 2, LLC.

Current: Condition #4 now reads, "Use of landscaping requiring perimeter landscaping to reduce visual impacts to nearby properties. To reduce visual impacts on neighboring properties the owner or authorized representative shall plant a landscape buffer outside of the fence on frontages facing public streets. Landscaping shall include one tree and three shrubs per 40 linear feet on each public street frontage. Landscaping is encouraged to be native and drought tolerant".

Amended: Use of landscaping outside the security fence will be used to soften and buffer frontages and to enhance residential visual impact as viewed from the east and west.

Landscaping will include one tree and three bushes per 50 linear feet on the north, west and east side along the outside of the security fence. Landscaping is encouraged to be native and drought tolerant.

ZONING TABLE Sec. 24-49 LANDSCAPING REQUIREMENTS

Installation of landscaping features and perimeter vegetative buffers is among the most effective techniques for improving land use compatibility and enhancing the community's image. Landscaping shall be planned and implemented as required by this section.

(a) Purpose. The purposes of these landscape standards are as follows:

- (1) To mitigate potential land use conflicts;
- (2) To enhance the visual appeal of the city, including the appearance of major commercial corridors of the city by providing minimum standards for landscaping and flexibility for landowners; and
- (3) To encourage a pleasant and safe environment for pedestrians by thoughtful placement of trees and other vegetative features.

(b) Scope.

(1) *Applicability.* All new, redeveloped, and expanded land uses listed in Table III.1 require installation and maintenance of landscaped areas on the lot in compliance with this section, with the exception of such uses in the central business district, where landscaping is not required.

(2) *Exception.* This section shall not apply to lots or sites within a subdivision or planned unit development which have been previously approved with its own landscape plan. However, these provisions shall be used as the basis for determining the landscaping plans for future subdivisions and planned unit developments, and such developments' landscaping plans shall meet or exceed these landscape standards.

(c) *Perimeter buffer categories.* This section applies five categories of perimeter buffers along public streets and along adjacent residential uses or districts. The categories are as follows:

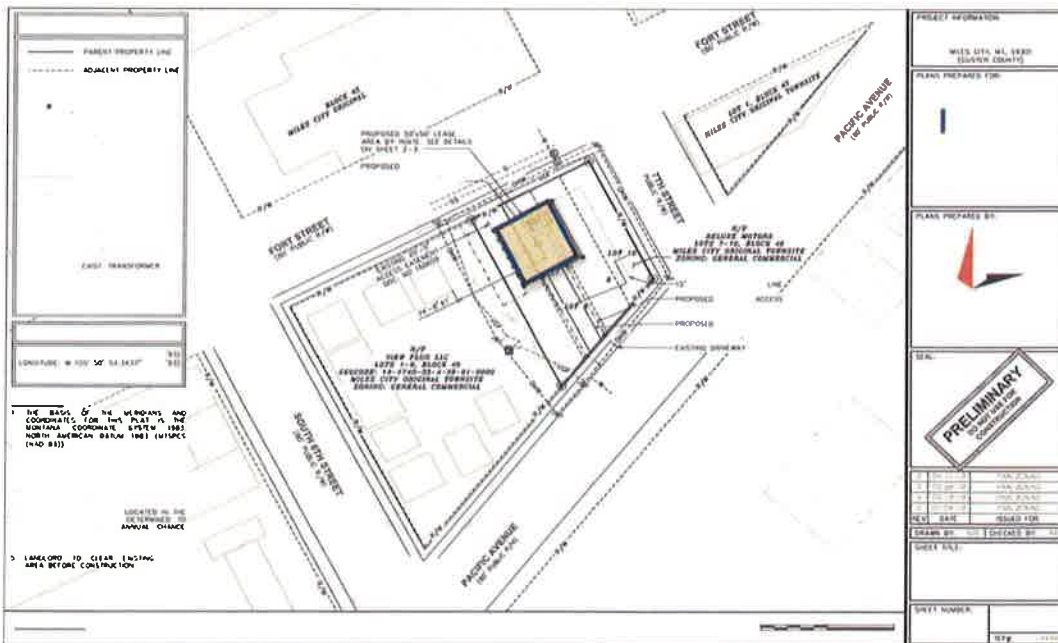
(1) Category A: Five feet wide with one tree and three shrubs per 40 linear feet.

(2) Category B: Five feet wide with one tree and three shrubs per 25 linear feet.

(3) Category C: Ten feet wide with two trees and five shrubs per 25 linear feet.

(4) Category D: Fifteen feet wide with two trees and five shrubs per 25 linear feet.

(5) Category E: Fifteen feet wide with two trees and five shrubs per 25 linear feet plus six feet high sight obscuring fence or wall located between the perimeter landscape buffer and all buildings and parking/loading areas.



A map to scale showing the 50x50 Mono Tower site.

CONDITION

Based on the dimension of the tower site and surrounding security fence, being 50' X 50', this condition would request 1 tree and 3 shrubs along each 50 foot fence section on the north, west and east sides.

STAFF COMMENTS

On first review landscape requirements were not considered necessary and the monotower site fell under **Vacant Lots Sec. 24-43** and not commercial use. Condition #4 was written to provide a visual buffer along the fence to enhance esthetics. Further clarification between Joel Nelson, Land Solutions, LLC and City Attorney Dan Rice occurred and resulted in a request for an amendment to clarify the intent of Condition #4.

24-49 (c) Perimeter buffer categories. This section applies five categories of perimeter buffers along public streets and along adjacent residential uses or districts. The two perimeter buffer categories that apply to **CUP-18-02** are:

(1) Category A: Five feet wide with one tree and three shrubs per 40 linear feet. (Along public roads)

(2) Category B: Five feet wide with one tree and three shrubs per 25 linear feet. (Residential buffer)

Prior to the council meeting on June 25, 2019, a brief conversation between the attorney Dan Rice and Tierney Rowe for InSite Towers and myself had taken place and clarification was established.

Unfortunately, amending the landscaping condition in the council meeting was not addressed and Council voted to approve the conditional use permit as written. Amending the landscaping condition at this time will provide a written record of criteria clarifying the landscaping amendment.

On September 16, 2019, the Miles City Zoning Commission meet to conduct a public hearing to consider the above amended landscaping condition. The Zoning Commission recommended **to approve** the proposed amendment.

**CITY OF MILES CITY
Zoning Commission**

**Box 910
Miles City, MT 59301**

September 16, 2019

Mayor Hollowell and City Council Members,

RE: Amendment to Conditional Use Permit 2018-2, Condition #4, clarifying the intent of the landscaping condition.

The Miles City Zoning Commission conducted a public hearing on September 16, 2019 to consider the above amendment to a Conditional Use Permit.

After reviewing the proposal and comments from the public hearing, the Zoning Commission recommends *to approve* the proposed amendment.

Respectfully,



Leif Ronning, Chairman
Zoning Commission

New Business

RESOLUTION NO. 4292

A RESOLUTION APPROVING A CLIENT AGREEMENT WITH TARGET SOLUTIONS LEARNING LLC FOR FIRE DEPARTMENT COMPUTER SOFTWARE

WHEREAS, Target Solutions Learning, LLC, d/b/a Vector Solutions (“Vector”) provides certain fire department computer software which Miles City Fire & Rescue wishes to utilize;

AND WHEREAS, a Client Agreement between Vector and the City with respect to said software and licensing has been presented to the City for approval.

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

1. The City of Miles City approves the “Client Agreement” with Vector Solutions, attached hereto as Exhibit “A.”
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreement, 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 22ND DAY OF OCTOBER, 2019.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk



Schedule A

By signing the Client Agreement, you are 1) agreeing to the pricing and terms presented in the Agreement; 2) agreeing you have read and accept the Client Agreement and License Terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following URL:

<https://www.targetsolutions.com/clients/client-resources/>

Date: 10-09-2019

Pricing Valid for 30 days.

Client Information

Client Name: Miles City Fire and Rescue (MT)	
Address: 2800 Main Street Miles City, Montana 59301	
Primary Contact Name: Brandon Stevens	Primary Contact Phone: 406-234-2235

Terms

Effective Date: 10-31-2019	Initial Term (months): 36
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Brandon Stevens			
Billing Address: 2800 Main St Miles City, Montana 59301		Billing Phone: 406-234-2235	
Billing Email: bstevens@milescity-mt.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

Product	Description	Quantity	Unit Price	Total
TargetSolutions NPPGov Fire	FireRescue GPO Discount	23	\$99.00	\$2,277.00
TargetSolutions NPPGov Maintenance Fee		1	\$395.00	\$395.00
Total:				\$2,672.00

Implementation & Training Investment

One-time Implementation & Training Investment includes the following:

Site Customization

Data upload assistance

Web Meeting Training for Training Administrators

Product	Description	Quantity	Sales Price	Total
TargetSolutions Implementation Investment	\$1,500 Initial Setup Fee waived if signed by 10/31/19	1	\$0.00	\$0.00
Total:				\$0.00

Grand Total (including Implementation & Training): \$2,672.00

Please note that this is not an invoice and taxes are excluded. An invoice will be sent within fourteen (14) business days of your Contract Effective Date.



Client Agreement

This Target Solutions Client Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions ("TargetSolutions"), a Delaware limited liability company, powered by CrewSense, LLC ("CrewSense") and Halligan, Inc. ("Halligan") (collectively referred to herein as "TSL") and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access and Use. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the software as a service ("Services") hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to provide access to and use of the Services by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via Help Desk five (5) days per week at scheduled hours.

1.4. Upgrades and Updates. TSL may update or upgrade the Services at any time at its discretion. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from TSL, which upgrades and/or updates TSL makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate; and (iv) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

2.4. Additional Service Specific Client Obligations. The following subsections 2.4 (a) and 2.4 (b) apply only if Client is purchasing "Vector Solutions Incident Tracking Service":

(a) Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that TSL does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable federal, state, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service.

(b) Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold TSL and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim that TSL is a covered entity or business associate, due to Client's use of the Incident Tracking Service.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as

well as for any renewal terms. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If TSL is required to pay any such amounts, Client shall reimburse TSL in full.

3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client's location. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net thirty (30) days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. **Intellectual Property Rights.**

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Client recognizes that TSL regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Authorized Users of Client without the prior written consent of TSL. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of TSL's website, Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of TSL's website with TSL's third-party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. **Term and Notice.**

5.1. **Term.** The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. **Notice.** All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. **Mutual Warranties and Disclaimer.**

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. TSL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL TSL BE LIABLE TO CLIENT OR TO ANY OF CLIENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES; OR TO ANY THIRD PARTY FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

7.2. Indemnification.

7.2.1 Indemnification by TSL. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.2.2 Indemnification by Client. To the extent permitted by applicable law, Client shall indemnify and hold TSL harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the LMS by Client infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4 Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

7.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

Signature Page Immediately Follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Miles City Fire and Rescue (MT)
2800 Main St
Miles City, MT 59301

By: _____

By: _____

Printed Name: Brandi Howe

Printed Name: Brandon Stevens

Title: Director of Account Management

Title: Fire Chief

Date: _____

Date: _____

RESOLUTION NO. 4293

A RESOLUTION REVISING CITY OF MILES CITY PERSONNEL POLICY REGARDING TRAVEL

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

AND WHEREAS, certain policies require updating in order to be compliant with the requirements of the City's employment practices coverage with the Montana Municipal Interlocal Authority;

AND WHEREAS, the City Council finds that certain revisions to such policies should be adopted;

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


1. That the following revised policy, attached hereto as Exhibit "A," is hereby approved and shall replace existing policy in the City's personnel policy manual: Travel
2. Such changes to the policy shall become effective immediately upon the passage of this resolution.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 22nd DAY OF OCTOBER, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

 <p style="text-align: center;">CITY OF MILES CITY PERSONNEL POLICY</p>	Section #6	Workplace Standards
	Effective:	03/24/2015
	Last Revised:	10/22/2019
Travel		
Resolution # 4293		

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

Introduction

Traveling is a necessary operation of city government. However, city departments should always remember that travel expense could be a major budget consideration if it is not properly managed. Departments must always be aware of the need for efficiency and economy in travel. The responsibility for adhering to the laws and providing effective managerial control rests with each employee. Unless covered by a separate section of statute, all elected officials, appointed members of boards, commissions, or councils, department directors and all other city employees are subject to this policy. To the extent practical, the City policy mirrors the travel policy in place for employees of the State of Montana.

Travel Guidelines-Requirements

When considering travel the following guidelines requirements apply:

- A. The Mayor must approve all out-of-state travel in advance.
- B. The employee's immediate supervisor must approve all other travel.
- C. Each department shall hold to the absolute minimum the number of personnel attending a function requiring travel.
- D. Lodging expenses are to be kept as low as possible and every effort will be made to obtain government rates.
- E. Transportation costs will be kept as low as possible and time away from regular work will be minimized as much as possible.
- F. The least expensive class service available for all commercial air travel will be used.
- G. Employees traveling by car will adhere to all applicable traffic laws.
- H. The Department Director or the Mayor will approve all travel plans, in advance.
- I. If an employee travels each day from home to work, that is not considered a travel status for the purposes of this policy.

Commercial Airline

- A. Travel by commercial airline is allowed if the cost of such travel is less than by ground transportation and /or if it is a situation where the time away from the worksite for the employee needs to be kept to a minimum.
- B. Department Directors or the Mayor will approve all commercial air travel.

Use of City-Owned or City-Leased Vehicles

- A. Employees subject to emergency call out because they work in a 24-hour, seven day per week Department will be allowed to take city-owned vehicles home.
- B. City owned vehicles may be available for out-of-town travel and city fuel credit card may shall be used for fuel purchases.
- C. The employee who is in charge of the city-owned vehicle is responsible for insuring that proper maintenance is completed on the vehicle.

Use of Personal Vehicles

- A. Employees will receive a mileage reimbursement for use of a personal vehicle for City business when:
 - 1. No city owned vehicle is available for travel; and,
 - 2. The use of a personal vehicle is considered to be in the best interest of the City.
- B. Exceptions:
 - 1. An employee may ~~option~~ opt to use his or her own vehicle when a city-owned vehicle is available but is in that case will receive ~~will receive~~ one-half the current approved state rate, as reimbursement.
 - 2. Department employees who are subject to emergency call out and work in a 24-hour, 7 day per week Department, may ~~option~~ opt to use their own vehicle for city work. In this case the employee will receive a monthly stipend based upon an average number of work miles driven per month. That average will be reviewed yearly and will be based upon a log kept for a specified period of time as mutually agreed to by the Mayor and employee. The stipend will be based upon the approved state mileage rate and will not include mileage between the work place and home.
- C. Employees who choose to use a personal vehicle for city business and there is reimbursed mileage, the employee must comply with liability protection provisions of Section 61-6-3, MCA, and must be aware of personal vehicle usage liability.
- D. City mileage rates will be adjusted when the State of Montana changes their mileage rates.

Private Rental Agency Vehicle Contract

These costs are not allowed by the city unless it is a road emergency, and then reimbursed only following contact and approval by department director.

Meal Allowances

- A. To be eligible for a meal allowance while traveling on City business, the employee must be in a travel status for more than 3 continuous hours and be at least 15 miles from the work site or home, whichever is closer.
- B. May not request reimbursement for meals included in the cost of a conference/training registration that is paid by the City or for meals provided by the City or another governmental entity.
- C. Meal Allowance Time ranges. In order to claim a meal allowance, the employee must be in a travel status for more than three continuous hours within one of the following time ranges:

<u>Time Range</u>	<u>Meal Allowed</u>
12:01 a.m. to 10:00 a.m.	Morning Meal
10:01 to 3:00 p.m.	Midday Meal
3:01 p.m. to Midnight	Evening Meal

- D. Each time range must be considered separately when applying the more-than-three-continuous-hour rule. More than three continuous hours in any one-time range is at least 181 minutes.
- E. Reimbursement will be at state meal rates as published.

Reimbursement for Receipted Lodging

- A. The City adopts the state reimbursement for actual out-of-pocket lodging expenses, including room tax, up to the maximum amounts set by this policy, for in-state and out-of-state travel and changes those rates when the state amends their rates.
- B. The following costs are allowed for reimbursement. In order to claim reimbursement, original receipts must be attached from a licensed lodging facility to the City Travel expense voucher. Other receipts, such as credit card receipts, are not acceptable.
- C. If an employee is traveling with their non-city-employed spouse, the lodging rate claimed must reflect only the rate for one person. The single-occupant rate should be noted and marked as such on the receipt.

In-state Travel - Receipted Lodging

- A. The maximum lodging reimbursement rate for in-state travel is not to exceed standard state lodging rate as published, unless lodging is in of the high cost areas. Current rates are to be obtained at the following website: <https://sfsd.mt.gov/SAB/EmployeeTravel>
- B. Exceptions, when lodging is secured at the convention or training site, the prevailing room rate for that site, will be paid by the city.

Out-of-State Travel Receipted Lodging

The maximum lodging reimbursement rate for out-of-state travel is not to exceed the standard in-state lodging rate as obtained under the "In-state Travel - Receipted Lodging" section above unless the city is in a high cost area. The out of State high cost areas are available on the federal GSA website. If the city is not listed on this table but the county is, the lodging rate listed applies in the entire county. If neither the city nor the county in which the city is located are listed, then the standard rate should be used for that area. To find the GSA website go to: <https://sfsd.mt.gov/SAB/EmployeeTravel> Click on the "Federal Lodging Rate Guidelines" and select the state you will be visiting.

Reimbursement for Non-Receipted Lodging

It is the policy of the City of Miles City that it will not reimburse an employee in a non-receipted facility.

Exceptions:

In some instances; lodging is provided at no charge. In these instances, you can claim lodging expenses of \$12.00 per night. Examples include:

- E. Lodging is provided on campus for industry or government seminars;
- F. Lodging is including ed in the registration fee.
- G. Employee stays with family or friends.

Use of City Credit Cards in Travel


- A. City credit card will be used for ~~fuel, meals and lodging purchases~~ only.
- B. City fuel card will be used for fuel when traveling in a City vehicle

Travel Advances

- A. Travel advances are available by completing the Travel Advance Request and detailing the travel plans and costs, with proof of registration attached.
- B. Total costs must be at least \$50.00
- C. The Travel advance form must be received to by the City Clerk's office at least ten days before it is needed.

Travel Voucher Process After Travel

- A. A Travel Expense voucher will be completed and signed by the employee after travel ends. The voucher must have the agenda of the conference/training attached if a travel advance was not requested.
- B. The voucher will be reviewed and approved by the Department Director or Mayor.
- C. No more than two vouchers will be processed per month.
- D. Reimbursements due the city will accompany the voucher.

 <p style="text-align: center;">CITY OF MILES CITY</p> <p style="text-align: center;">Position Description</p> <p style="text-align: center;"><i>Deputy City Attorney</i></p>	Last Revised	
	Effective	
	FSLA Exempt	Exempt
	Job Class	Professional
	Department	Legal
	Accountable to	City Attorney

SUMMARY OF WORK

The Deputy City Attorney prosecutes all misdemeanor criminal offenses which occur within the municipal boundaries of the City for which the proper jurisdiction initially lies with the City Court of Miles City, together with all appeals therefrom to the Sixteenth Judicial District Court of Custer County and the Montana Supreme Court. The term of office of the deputy city attorney shall be two years from date of confirmation, unless suspended or removed from office by the city council for the neglect, violation, or disregard of duties.

ESSENTIAL ACCOUNTABILITIES AND EXPECTED OUTCOMES

1. Reviewing City Court citations and related police reports
2. Conferences with police officers and victims.
3. Drafting and filing charging documents when necessary
4. Court appearances
5. Jury and bench trials in City Court and District Court
6. Filing the necessary documents in appeals to the Montana Supreme Court
7. All other actions necessary to resolve misdemeanor offenses that occur with the city limits of the City and are initially filed with the City Court of Miles City
8. Submitting periodic caseload reports to the City Council with information concerning the number of pending cases.

MINIMUM REQUIREMENTS

Education (knowledge) – Juris Doctorate

Experience (skills, abilities) – MS Office Suite, communicate both orally and in writing.

Certificates/Licenses – Licensed to practice as an attorney in the state of Montana.

DESIRABLE QUALIFICATIONS

Knowledge: Montana Code Annotated, court procedures, government regulations. Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.

Skills: Active Listening, critical thinking, identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.

Abilities: Communicate information and ideas in speaking so others will understand. Listen to and understand information and ideas presented through spoken words and sentences. Read and understand information and ideas presented in writing.

PERFORMANCE STANDARDS

Individual performance evaluation shall be based on the following elements:

- Productivity/Independence/Reliability
- Job Knowledge
- Interpersonal Relationships/Cooperation/Commitment
- Attendance
- Adherence to Policy
- Overall Performance

WORKING CONDITIONS

Stand - Occasionally

Sit - Frequently

Lift - Seldom

Noise – As would be expected in a typical office environment

Hazardous materials exposure - Never

Travel - Seldom

Other

PHYSICAL REQUIREMENTS

Under state and federal law individuals with disabilities are entitled to reasonable

accommodations.

I attest that this City of Miles City Position Description accurately reflects the major duties of this position.

Position Immediate Supervisor: _____ Date: _____
Signature

This City of Miles City Position Description has been reviewed and is recommended by City Human Resource Director.

IIR Director: _____ Date: _____
Signature

This City of Miles City Position Description has been reviewed and approved by City Human Resource Committee.

HR Committee Chair: _____ Date: _____
Signature

I, _____, acknowledge I have received and reviewed the Miles City Position Description; this position description will become part of my personnel file.

Employee: _____ Date: _____
Signature



CITY OF MILES CITY

Position Description

Librarian/Archivist

Last Revised	
Effective	04/07/2008
FSLA Exempt	Non-Exempt
Job Class	Technical
Department	Library
Accountable to	Library Director

SUMMARY OF WORK

This position maintains the Montana Room collection, performs historical archiving, is responsible for local/Montana historical research, maintains the library visual collection, Federal Depository program, Circulation desk and shelving, and various other library related duties.

ESSENTIAL ACCOUNTABILITIES AND EXPECTED OUTCOMES

1. Conducts research into local/state history queries as posed by public whether in person or through distance communication (phone, postal service, email, etc.)
2. Maintains Federal Document Depository materials
3. Keeps the Montana Room in order, including shelving books and maintaining vertical files
4. Maintains periodical area, audio/visual shelves, and circulating Montana Collection
5. Routine library duties
6. Works circulation desk
7. Shelf books in a timely manner
8. Maintain neat and orderly workspace
9. Makes calls related to overdue items
10. Uses proper courtesy in phone and personal contacts
11. Maintains patron confidentiality
12. Demonstrates flexibility and ability to adjust to change
13. Performs other library duties as required

MINIMUM REQUIREMENTS

Education (knowledge)

High School Diploma or equivalent

Experience (skills, abilities)

Requires use of computers and automated library equipment, proper recordkeeping, good interpersonal skills. Attention to detail, and adherence to standards of confidentiality, knowledge of archiving collections, and the ability to interact with the public. Must be able to push carts, carry and shelf books and other library materials. Ability to communicate both orally and in writing.

Certificates/Licenses

DESIRABLE QUALIFICATIONS

Knowledge: Bachelor's degree with coursework in research, history, or art, or related experience. This position requires a thorough knowledge of research methods, procedures, and references tools. In addition, the Librarian/Archivist must also be able to present materials to the public, knowledge of archiving, organized arrangement, preservation, and ability to communicate with audiences of all ages. The Librarian/Archivist shall cross-train in other areas of the Library and be able to perform other duties as required.

Skills: Use of computers and automated library equipment, proper record keeping, good interpersonal communication

Abilities: Interact well with staff and the public, assess information needs of patrons, communicate effectively, orally and in writing

PERFORMANCE STANDARDS

Individual performance evaluation shall be based on the following elements:

- Productivity/Independence/Reliability
- Job Knowledge
- Interpersonal Relationships/Cooperation/Commitment
- Attendance
- Adherence to Policy
- Overall Performance

WORKING CONDITIONS

Stand - Frequently

Sit - Frequently

Lift – Up to 50 pounds with assistance

Noise - Seldom

Hazardous materials exposure - Never

Travel - Seldom

Other

PHYSICAL REQUIREMENTS

The following physical demands are typical of those encountered at the job site and must be met in order to successfully perform the essential duties of the position. The employer provides reasonable accommodation to individuals with disabilities to assist them with performing these duties:

Requires walking, standing, climbing, balance, stoop and bend; talk and hear; reach with hands and arms; lift and carry up to 50 pounds with assistance. Required vision includes close vision and ability to adjust focus.

I attest that this City of Miles City Position Description accurately reflects the major duties of this position.

Position Immediate Supervisor: _____ Date: _____
Signature

This City of Miles City Position Description has been reviewed and is recommended by City Human Resource Director.

HR Director: _____ Date: _____
Signature

This City of Miles City Position Description has been reviewed and approved by City Human Resource Committee.

HR Committee Chair: _____ Date: _____
Signature

I, _____, acknowledge I have received and reviewed the Miles City Position Description; this position description will become part of my personnel file.

Employee: _____ Date: _____
Signature