CITY OF SHELBY
Statement of Revenue Budget vs Actuals
For the Accounting Period: 4 / 24

Page: 1 of 9 Report ID: B110C

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue % To Be Received Received
1000 GEN	ERAL				
310000 T					
311010		1,888.10 113.97	429,934.76 1,121.18		305,065.24 58 % 1,378.82 45 %
311021 311022	Pers Prop-Current	0.00	30,492.49	25,000.00	-5,492.49 122 %
311040	Centrally Assessed	3.33	39,080.0	6 67,000.00	27,919.94 58 %
311510) Real Prop-Delinquent L Mobile Home-Delinquent	0.00	55,543.60 69.2		-40,543.66 370 % 1,130.77 6 %
	2 Pers Prop-Delinquent	0.00	0.0		400.00 0 %
312000) Pen & Int on Delinq & Protested Taxes	3.21			-2,102.37 205 %
314140) Local Option Tax	6,558.27			8,751.76 89 % 296,508.01 68 %
	Account Group Total:	8,566.88	628,591.9	9 925,100.00	290,500.01 00 %
320000	LICENSES AND PERMITS	2.22	2 407 2	4 000 00	512.64 87 %
32201	O Alcoholic Beverage Licenses	0.00 37.50			512.64 87 % 3,808.75 37 %
32202	O Business Licenses/Permits O Itinerant & Transient Licenses	0.00	50.0	0.00	-50.00 %
32303	O Dog Lic/Pnd Fees/Rabies Shots	670.00			
	Account Group Total:	707.50	10,471.6	14,500.00	4,028.39 72 %
330000	INTERGOVERNMENTAL REVENUES				910,000.00 0 %
33105	3 FRA USDOT GRANT	0.00			910,000.00 0 % -760.87 176 %
33109	2 Recycling Program Grant 5 Fish, Wildlife & Parks Grant	0.00	_ ·		65,000.00 0 %
33412	2 Urban Forestry Grant	0.00	850.0		-850.00 음 40.000.00 31 응
33414	O Cultural Trust Grant	0.00	18,000.0 755,110.2		40,000.00 31 % 61,671.75 92 %
	O Gasoline Tax Apportionment	14,959.12 0.00			2,618.06 74 %
33506	5 Oil & Gas Distribution O Permits-Video Gaming Machine	0.00	9,500.0	10,000.00	500.00 95 % 160.987.98 72 %
33523	O State Entitlement Share	0.00			
33800	1 Toole Cty for Fire Department	0.00 e 0.00			-1,000.00 %
33800	2 School Dist #14 - NW ballfield at Shel-ool Account Group Total:	14,959.12			1,262,766.92 49 %
340000	CHARGES FOR SERVICES			2,000.00	2,000.00 0 %
34301	O Street Charges for Services	0.00 407.00		_,	-351.00 112 %
34601	.0 Civic Center User Fees	3,656.00	42,133.5	50,000.00	7,866.50 84 %
34601 34603		0.00	2,287.0	00 4,500.00 52 1,000.00	
34604	11 Williamson Park Camping Fees	120.37 564.82			
34604	12 Take Shel-oole Camping Fees	4,748.19			
	Account Group Total:	2,,2012	•		
350000	FINES AND FORFEITURES	1,708.00	24,132.	80 20,000.00	-4,132.80 121 %
35103	No Fines & Forfeitures Account Group Total:	1,708.00			-4,132.80 121 %
		_,			
360000	MISCELLANEOUS REVENUE	0.00	11,898.	77 10,700.00	
36100)3 Land Rental-Industrial Park 08 Historic City Hall & Land Rent-Chamber of	0.00	3,100.	00 3,000.00	
3610	12 Food Pantry Lease-Civic Center	0.00	12.0	0.00	-12.00

05/15/24 13:30:18

CITY OF SHELBY Statement of Revenue Budget vs Actuals For the Accounting Period: 4 / 24

Page: 2 of 9 Report ID: B110C

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received Re	% ceived
1000 GEN	JERAL					
363040	Miscellaneous Cash Over/Short	0.00 42,412.50 0.00 0.00 0.00 0.00 914.35 43,326.85	137,138.3 57,122.0 6.9 4,845.8 3,623.4 134.8 2,114.3 219,996.5	25,000.00 5 0.00 66 13,000.00 1,500.00 33 250.00 55 0.00	-102,138.31 -32,122.09 -6.95 8,154.14 -2,123.40 115.17 -2,114.35 -131,546.56	228 % % 37 % 242 % 54 % %
370000 I 371010	INVESTMENT AND ROYALTY EARNINGS Interest Earnings Account Group Total:	121.84 121.84	6,128.2 6,128.2		-1,128.23 -1,128.23	
	OTHER FINANCING SOURCES 5 Transfer In from other funds Account Group Total:	0.00 0.00			55,000.00 55,000.00	O 용 O 용
	Fund Total:	74,138.38	2,181,006.	3,672,532.00	1,491,525.07	59 %
2190 COM	MPREHENSIVE LIABILITY					
311523	O Real Prop-Delinquent	0.00 0.00 0.00 0.00	0	48 0.00 79 0.00	-95.94 -0.48 -31.79 -128.21	ماه ماه ماه ماه
330000 33523	INTERGOVERNMENTAL REVENUES 0 State Entitlement Share Account Group Total:	0.00				75 % 75 %
	MISCELLANEOUS REVENUE 2 Miscellaneous Account Group Total:	0.00 0.00				
	Fund Total:	0.00	4,628.	12,600.00	7,971.67	37 %
2260 DI	SASTER-FLOOD WLMSN PARK					
	0 Real Prop-Current 1 Mobile Home-Current 2 Pers Prop-Current 0 Centrally Assessed 0 Real Prop-Delinquent 1 Mobile Home-Delinquent	18.99 0.96 0.00 0.03 0.00 0.00	9. 256. 385. 474.	42 0.00 00 0.00 44 0.00 09 2,000.00 63 0.00	-9.42 -256.00 -385.44 1,525.91 -0.63	24 24

CITY OF SHELBY Statement of Revenue Budget vs Actuals For the Accounting Period: 4 / 24

Page: 3 of 9 Report ID: B110C

Fund	Account		Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received Re	8
2260 DI	SASTER-FLOOD WLMSN PARK				- Investige	TO BE RECEIVED RE	eceived
	Account	Group Total:	20.01	5,488.2	5 7,000.00		
		Fund Total:	20.01	5,488.2	,,,,,,,,,	1,511.75 1,511.75	
2310 TA	X INCREMENT FINANCING D	DISTRICT (TIFD)			,	1,511.75	78 %
310000 31200	O Pen & Int on Deling	& Protested Taxes Group Total:	0.00	213.4	1 0.00		
360000 1	MISCELLANEOUS REVENUE		0.00	213.41		-213.41 - 213.41	음 왕
	0 Maint. Assess-Curren Account OTHER FINANCING SOURCES	Group Total:	0.00 0.00	111,108.48 111,108.4 8		48,891.52 48,891.52	69 % 69 %
38102	0 Revenue Bonds (Non-E	nterprise) Group Total:	0.00 0.00	1,400,000.00 1,400,000.00	1,400,000.00 1,400,000.00	0.00	100 % 100 %
		Fund Total:	0.00	1,511,321.89		48,678.11	97 %
2370 P.E	E.R.SEMPLOYER CONTRIB	UTION				,	
31152	O Real Prop-Delinquent 1 Mobile Home-Delinque O Pen & Int on Deling	nt	0.00 0.00 0.00 0.00	156.04 0.75 51.45 208.24	0.00	~156.04 -0.75 -51.45	৩ ০০ ০০ ০০
330000] 335230	INTERGOVERNMENTAL REVEN State Entitlement Sh.	UES	0.00	9,000.25 9,000.25	12,000.00	-208.24 2,999.75 2,999.75	75 %
	:	Fund Total:	0.00	9,208.49	/	2,791.51	75 % 77 %
2371 HEA	ALTH INSURANCE-EMPLOYER	CONTRIBUTION					
311521 312000	Real Prop-Delinquent Mobile Home-Delinquent Pen & Int on Delinq (Account (© Protested Taxes Group Total:	0.00 0.00 0.00 0.00	289.92 1.44 96.16 387.52	0.00 0.00	-289.92 -1.44 -96.16 -387.52	ote ate ate ate
330000 I 335230		JES are Group Total:	0.00	22,500.65 22,500.65		7,499.35 7,499 .35	75 % 75 %

05/15/24 13:30:18

CITY OF SHELBY Statement of Revenue Budget vs Actuals For the Accounting Period: 4 / 24

Page: 4 of 9 Report ID: B110C

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received Re	% ceived
	Fund Total:	0.00	22,888.1	7 30,000.00	7,111.83	76 %
2372 PE	RMISSIVE MEDICAL LEVY					
310000 31151 31200	.0 Real Prop-Delinquent	0.00 0.00 0.00	21.1 6.5 27.7	7 0.00	-21.13 -6.57 -27.70	alo alo alo
	Fund Total:	0.00	27.7	0.00	-27.70	%
2395 MA	ARIAS VALLEY GOLF & COUNTRY CLUB					
	MISCELLANEOUS REVENUE)2 Miscellaneous Account Group Total:	0.00	1,200.0 1,200.0		0.00 0.00	100 % 100 %
	Fund Total:	0.00	1,200.0	1,200.00	0.00	100 %
2396 RE	EC FACILITIES PASS (DONATIONS)					
360000 36500	MISCELLANEOUS REVENUE D5 City Recreation Pass Donations Account Group Total:	0.00	200.0 200 .0	1,000.00	800.00 800.00	20 % 20 %
	Fund Total:	0.00	200.0	1,000.00	800.00	20 %
2399 RE	EVOLVING LOAN					
370000 37302	INVESTMENT AND ROYALTY EARNINGS 20 Principal on USARD Account Group Total:	0.00			4,048.00 4,048.00	27 % 27 %
	Fund Total:	0.00	1,500.0	5,548.00	4,048.00	27 %
2400 ST	FREET LIGHTING DISTRICT NO. 35					
36301 36304	MISCELLANEOUS REVENUE 10 Maint. Assess-Current 40 Special Assessments-P&I (Penalty & 10 Maint. Assess-Delinquent Account Group Total:	351.59 1.52 0.00 353.11	1,335.6 10,473.9	0.00 97 8,000.00	22,812.44 -1,335.63 -2,473.97 19,002.84	70 % % 131 % 77 %
	Fund Total:	353.11	63,997.3	83,000.00	19,002.84	77 %

CITY OF SHELBY Statement of Revenue Budget vs Actuals For the Accounting Period: 4 / 24

Page: 5 of 9 Report ID: B110C

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received Re	8
2500 ST	REET MAINTENANCE DISTRICT NO. 1				10 be received Ke	ceived
363010 363040	MISCELLANEOUS REVENUE Maint. Assess-Current Special Assessments-P&I (Penalty & Maint. Assess-Delinquent Account Group Total: Fund Total:	1,251.03 5.60 0.00 1,256.63 1,256.63	159,108.22 3,437.30 32,130.66 194,676.18	0.00 28,000.00 283,000.00	95,891.78 -3,437.30 -4,130.66 88,323.82	62 % % 115 % 69 %
2550 203	12 CURB GUTTER & SIDEWALK SID		,	203,000.00	88,323.82	69 %
360000 I	MISCELLANEOUS REVENUE CGS Assessments-Current Special Assessments-P&T (Penalty 6	0.00 0.00 0.00 0.00	10,840.08 58.91 1,195.58 12,094.5 8	0.00	14,159.92 -58.91 -1,195.59	43 % %
380000 (383006	OTHER FINANCING SOURCES Transfer In from other funds Account Group Total:	0.00 0.00	0.00	20,000.00	12,905.42 20,000.00 20,000.00	48 % 0 % 0 %
	Fund Total:	0.00	12,094.58	45,000.00	32,905.42	27 %
2600 PAF	RK MAINTENANCE DISTRICT #1					
360000 N 363010 363040 363510	Special Assessments-P&I (Penalty &	94.36 0.16 0.00 94.52	22,631.96 286.71 3,998.31 26,916.9 8	0.00	17,368.04 -286.71 -3,998.31 13,083.02	57
	Fund Total:	94.52	26,916.98	40,000.00	13,083.02	67 %
	ICE PENSION & TRAINING (3RD CLASS CITIES)					
330000 I 335050	INTERGOVERNMENTAL REVENUES Insurance Premium Apportionment (Fire Dept Account Group Total:	0.00	5,001.00 5,001.00		4,999.00 4,999.00	50
	Fund Total:	0.00	5,001.00	10,000.00	4,999.00	50 %

05/15/24 13:30:18

CITY OF SHELBY Statement of Revenue Budget vs Actuals For the Accounting Period: 4 / 24

Page: 6 of 9 Report ID: B110C

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received Rec	% ceived
2920 TRAIL	LS GRANT					
330000 INT 334125	TERGOVERNMENTAL REVENUES Fish, Wildlife & Parks Grant Account Group Total:	0.00 0.00	0.0		25,000.00 25,000.00	0 % 0 %
	Fund Total:	0.00	0.0	0 25,000.00	25,000.00	0 %
2940 CDBG	HOUSING FUND					
	TERGOVERNMENTAL REVENUES HOME Grant		***			
331010	Account Group Total:	0.00 0.00	229,147.5 229,147.5		320,852.41 320,852.41	42 % 42 %
	Fund Total:	0.00	229,147.5	9 550,000.00	320,852.41	42 %
3035 2006	FIRE HALL G.O.B.					
310000 TAX 311510 311521 312000		0.00 0.00 0.00 0.00	837.7 5.1 293.0 1,135.9	0 0.00	-837.77 -5.10 -293.08 -1,135.95	alo alo alo alo
	Fund Total:	0.00	1,135.9	0.00	-1,135.95	96
4000 CAPI	TAL PROJECTS FUND					
370000 IN 371010	VESTMENT AND ROYALTY EARNINGS Interest Earnings Account Group Total:	47,872.44 47,872.44	416,738.0 416,738 .0		-91,738.03 - 91,738.0 3	128 % 128 %
	Fund Total:	47,872.44	416,738.0	325,000.00	-91,738.03	128 %
5210 WATE	R UTILITY					
	TERGOVERNMENTAL REVENUES CDBG Grant TSEP Grant COVID-19/Stimulus Rev-State Source NCMRWA GRANT Account Group Total:	0.00 0.00 0.00 0.00 0.00	-625,000.3 2,851,289.6 0.0	678,000.00 52 3,728,451.00 200,000.00	1,303,000.31 877,161.38 200,000.00	0 % -92 % 76 % 0 % 48 %
340000 CH 343021 343023 343026 343027	HARGES FOR SERVICES Metered Water Charges Bulk Water Sales (dispenser) Water Tapping Permit Miscellaneous Revenue	110,136.76 0.00 0.00 1,421.17	1,608.0 8,316.6	2,500.00 6,000.00	892.00 -2,316.67	83 % 64 % 139 % 65 %

CITY OF SHELBY Statement of Revenue Budget vs Actuals For the Accounting Period: 4 / 24

Page: 7 of 9 Report ID: B110C

Fund	Account		Received Current Month	Received YTD	Estimated Revenue	Revenue	~
5210 WAT	ER UTILITY				- The verifie	To Be Received Re	eceived ———
360000 M	Utility Billing Late Fees Account Group T ISCELLANEOUS REVENUE	Cotal:	586.00 112,143.93	6,224.0 1,239,163.4	0 8,000.00 0 1,486,500.00	1,776.00 247,336.60	
362002	Miscellaneous Account Group T		0.00 0.00	11,021.2 11,021.2		-11,021.27 -11,021.27	oko o ko
5310 8000	Fund T ER UTILITY	otal:	112,143.93	3,476,473.98	8 6,110,996.00	2,634,522.02	_
334120	NTERGOVERNMENTAL REVENUES TSEP Grant COVID-19/Stimulus Rev-State Account Group T HARGES FOR SERVICES	Sources	0.00 0.00 0.00	0.00 0.00 0.0 0	750,000.00	45,000.00 750,000.00 795,000.00	0 % 0 % 0 %
343031 343033 343037	Sewer Service Charges Sewer Tapping Permits	otal:	75,823.93 0.00 5.00 197.00 76,025.93	776,977.48 7,760.00 5.00 2,133.00 786,875.48	8,000.00 30,000.00 3,000.00	198,022.52 240.00 29,995.00 867.00 229,124.52	71 %
361011	ISCELLANEOUS REVENUE Pasture Lease (land by sewer Miscellaneous Account Group To	otal:	0.00 0.00 0.00	600.00 0.00 600.0 0	600.00	0.00 200.00 200.00	77 % 100 % 0 % 75 %
	Fund To	otal:	76,025.93	787,475.48	1,811,800.00	1,024,324.52	43 %
	ID WASTE UTILITY HARGES FOR SERVICES						- •
341030 343041 343042 343044 343047	Junk Vehicle Disposal Garbage Collection Charges Landfill Disposal Charges Dump Permits	otal:	0.00 33,638.91 46,475.09 0.00 5.00 197.00 80,316.00	0.00 337,200.27 595,366.95 5,250.00 5.00 2,133.00 939,955.22	405,000.00 715,000.00 20,000.00 20.00 2,600.00	2,000.00 67,799.73 119,633.05 14,750.00 15.00 467.00 204,664.78	0336588 836588 82588 82
	SCELLANEOUS REVENUE Miscellaneous Account Group To	otal:	0.00 0.00	6,468.02 6,468.02	18,000.00	11,531.98 11,531.98	
	Fund To	otal:	80,316.00	946,423.24	1,162,620.00	216,196.76	81 %

05/15/24 13:30:18

CITY OF SHELBY Statement of Revenue Budget vs Actuals For the Accounting Period: 4 / 24

Page: 8 of 9 Report ID: B110C

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received Re	% eceived
5720 ST	ORM DRAINAGE					
310000 3 311020 311022	O Pers Prop-Current (rolled over to 311022	0.00 0.00 0.00	0.0 0.0 0.0	0 14,000.00	7,000.00 14,000.00 21,000.00	0 % 0 %
334120	INTERGOVERNMENTAL REVENUES 0 TSEP Grant 1 COVID-19/Stimulus Rev-State Sources Account Group Total:	0.00 0.00 0.00	-91,673.0 1,820,764.6 1,729,091.6	1 0.00	91,673.00 -1,820,764.61 -1,729,091.61	ماه ماه
34301	CHARGES FOR SERVICES 0 Street Charges for Services Account Group Total:	20,351.21 20,351.21	202,858.4 202,858.4		27,141.56 27,141.56	88 % 88 %
36301 36304		472.72 7.94 0.00 480.66	61,552.5 154.7 3,244.8 64,952. 0	200.00	-11,552.53 45.25 16,755.20 5,247.92	123 % 77 % 16 % 93 %
	OTHER FINANCING SOURCES 2 CDBG Account Group Total:	0.00	0.0		4,000,000.00	0 % 0 %
	Fund Total:	20,831.87	1,996,902.1	.3 4,321,200.00	2,324,297.87	46 %
7060 SH	IELBY ENERGY SHARE					
370000 37101	INVESTMENT AND ROYALTY EARNINGS O Interest Earnings Account Group Total: Fund Total:	654.01 654.01	2,630.4	2,200.00	-430.48	120 %
7061 LO	CAL DISASTER RELIEF					
370000 37101	INVESTMENT AND ROYALTY EARNINGS O Interest Earnings Account Group Total:	654.01 654.01	2,630.4	18 2,200.00	-430.48	
	Fund Total:	654.01	2,630.4	2,200.00	-430.48	120 %

CITY OF SHELBY
Statement of Revenue Budget vs Actuals
For the Accounting Period: 4 / 24

Page: 9 of 9 Report ID: B110C

Fund	Account	Received				
		Current Month	Received YTD F	Estimated Revenue	Revenue To Be Received Re	8
7120 FIF	RE RELIEF					
330000] 335050	INTERGOVERNMENTAL REVENUES) Insurance Premium Apportionment (Fire Dept) Account Group Total:	0.00				
	Fund Total:	0.00	0.00 0.00	5,057.00 5,057.00	5,057.00 5,057.00	0 용 0 용
		0.00	0.00	5,057.00	5,057.00	
7199 TOU	JRISM BUSINESS IMPROVEMENT DIST (TBID)				,	0 0
310000 T 315200		0.00 0.00 0.00	78,410.00 78,410.00	100,000.00 100,000.00	21,590.00 21,590.00	78 % 78 %
		0.00	78,410.00	100,000.00	21,590.00	78 %
	Grand Total:	414,360.84	11,978,123.02	20,178,953.00	8,200,829.98	59 %

City o' by Cash F. port 2022-2023 2023-2024

Receipts 480,155 \$52,072 1,906,397 47,1365 63,4865 1,251,962 463,166 998,262 999,994 2298,099 975,004 2298,005 2208,0													1	
Reparting September September September Cotober September September Cotober September	2022-20	23	July	August	September	October	November	December	January	February	March	April	May	June
Receipts	Beginning C	ash		Acres and the second second		9.032.956	8.846.275	8,750,357	9,110,232	9,148,160	9,374,521	9,451,439	9,088,080	9,681,021
Control Cont		2011												2,805,237
Cash Salance 6.006,668 6.130,690 9.093,995 6.863,145 5.770,357 3.109,978 9.314,507 9.324,517 9.451,579 9.505,607 9.505,607 Catalance 7.763,155.47 7.355,873,67 8.585,346.60 0.989,099.94 0.577,466.34 0.981,494.26 0.134,256.10 0.797,75.77 0.240,811,12 8.846,844.53 8.394,697.29 8.993,119.4 2023-2024 July August September October November 1.795,055 1.201,207.20		ents												(2,835,422)
Description														9,650,837
2023-2024 3.uly August Segiming Cash 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,165,034 1,174,903 1,174,90														(657,717)
Segiment 9,951.087 9,789.799 10,271.283 10,083.318 10,290.396 11,799.005 12,218.876 12,001.172 12,004.954 12,881.393 Receipts 1,174.988 1,109.234 591.415 1.299.025 2,979.584 1,151.592	E	Balance	7,763,155.47	7,355,873.67	8,585,346.66	8,089,099.94	8,057,466.34	8,981,494.28	9,134,256.10	9,079,775.77	9,240,811.12	8,848,864.63	8,394,697.29	8,993,119.47
Segiment 9,951.087 9,789.799 10,271.283 10,083.318 10,290.396 11,799.005 12,218.876 12,001.172 12,004.954 12,881.393 Receipts 1,174.988 1,109.234 591.415 1.299.025 2,979.584 1,151.592														
Receipt 1,174,908 1,169,034 591,415 1,299,026 2,975,940 1,155,523 1,233,467 1,272,415 1,869,142 415,099 1,000	2023-20	24	July	August	September	October	November	December	January	February	March	April	May	June
Recoips	Beginning (Cash		9,789,799	10,271,283	10,053,318	10,290,395	11,799,005	12,216,876	12,001,122	12,204,954	12,881,393		
Disbursements (1,046,881) (678,750) (812,840) (1,022,480) (1,167,300) (738,141) (1,467,250) (1,068,120) (1,184,192) (417,271) (226,8409) (1,228,760) (
Cash Balance 9,780,114 10,271,283 10,050,068 10,290,995 11,799,005 12,212,397 12,001,191 12,205,409 12,879,023 12,879,222 Outstanding Warrants (45,70) (690,551) (490,303) (1,280,303) (1,280,785,65) (1,799,00		ents				(1,022,548)		(738,141)	(1,449,025)	(1,068,129)	(1,184,192)	(417,271)		
Outstanding Warrants				10,271,283	10,050,058	10,290,395	11,799,005	12,212,387	12,001,319	12,205,409	12,876,903	12,879,222		
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2175		Balance	9,320,363.61	9,571,768.51	9,200,522.02	9,031,686.83	11,260,785.65	11,036,002.96	10,612,836.63	11,139,055.92	12,642,672.56	12,290,266.17		
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ORDINANCE NO. 854

AN ORDINANCE AMENDING TITLE 1, CHAPTER 12, SECTION 12, SUBSECTION B(1) (SEWER RATES AND CHARGES) OF THE SHELBY MUNICIPAL CODE

RECITALS

WHEREAS, the City of Shelby, Montana (the "City") owns a sewer system (the "System") that requires repairs and improvements; and

WHEREAS, Section 69-7-101, Montana Code Annotated, the City has the power and authority to regulate, establish, and change as it considers proper, rates, charges, and classifications imposed for utility services to its inhabitants and other persons served by the system, so long as those rates, charges, and classification are reasonable and just; and

WHEREAS, it is necessary to increase the rates and charges for the services provided by the System in order to collect sufficient revenues to pay costs associated with the maintenance of the System; and

WHEREAS, the City provided notice to the System's users and opportunity for users to be heard as required by Montana law prior to the passage or enactment of an ordinance or resolution imposing, establishing, changing or increasing rates, fees, or charges for water services or facilities.

NOW, THEREFORE, be it ordained by the City Council of the City of Shelby, Montana as follows:

SECTION 1. AMENDMENT OF TITLE 1, CHAPTER 12, SECTION 12, SUBSECTION B(1) OF THE SHELBY MUNICIPAL CODE

Title 1, Chapter 12, Section 12, Subsection B(1), of the Shelby Municipal Code is hereby amended as follows:

- B. Monthly User's Service Charge.
 - 1. Residential and Nonresidential.
 - a. The following charges shall become effective as of the July 20, 2024 billing:

- (1) <u>Residential</u>. All residential customers of the System are charged a flat rate sewer charge of \$25.90 per month plus \$7.75 per 1,000 gallons. Residential sewer rates are based on average water usage for three months (January, February, March) of each year and adjusted each May.
- (2) <u>Nonresidential</u>. All commercial customers of the city sewer system are charged a flat rate of \$25.90 per month plus \$7.75 per 1,000 gallons. The volume includes a total annual metered usage exclusive of any irrigation water measured through a secondary meter.

Minimum Charge -- All Customers.

Minimum Monthly				
Charges				
\$ 33.65				
\$ 41.40				
\$ 41.40				
\$ 49.15				
\$ 64.65				
\$ 87.90				
\$ 111.15				

- b. The following charges shall become effective as of the July 20, 2025 billing.
 - (1) <u>Residential</u>. All residential customers of the System are charged a flat rate sewer charge of \$30.90 per month plus \$7.75 per 1,000 gallons. Residential sewer rates are based on average water usage for three months (January, February, March) of each year and adjusted each May.
 - (2) <u>Nonresidential</u>. All commercial customers of the city sewer system are charged a flat rate of \$30.90 per month plus \$7.75 per 1,000 gallons. The volume includes a total annual metered usage exclusive of any irrigation water measured through a secondary meter.

Minimum Charge -- All Customers.

Minimum Monthly			
Charges			
\$ 38.65			
\$ 46.40			
\$ 46.40			

1 ½ inch	\$ 54.15
2 inch	\$ 69.65
3 inch	\$ 92.90
4 inch	\$ 116.15

SECTION 2. SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are declared to be severable.

SECTION 3. SAVINGS CLAUSE.

This ordinance does not affect rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this ordinance.

SECTION 4. EFFECTIVE DATE.

This ordinance shall be in full force and effect on June 20th, 2024.

SECTION 5. REFERENCES.

Mont. Code Ann. §§ 7-13-4307, 7-13-4308, 69-7-101, 69-7-111, and 69-7-112.

RESOLUTION OF INTENTION TO RAISE SYSTEM RATES BY THE CITY COUNCIL OF THE CITY OF SHELBY ADOPTED ON APRIL 15, 2024; NOTICE OF PUBLIC HEARING PUBLISHED IN THE SHELBY PROMOTER ON APRIL 24, 2024, MAY 1, 2024, AND MAY 8, 2024; NOTICE MAILED TO EACH CUSTOMER OF THE SYSTEM; A PUBLIC HEARING HELD ON MAY 20, 2024; FINALLY ADOPTED BY THE CITY COUNCIL ON THE 3RD DAY OF JUNE, 2024; AND MADE EFFECTIVE THE 3RD DAY OF JULY, 2024.

Gary McDermott, Mayor
Attest:
Jade Goroski, Finance Officer

CITY OF SHELBY - POSITION DESCRIPTION

POSITION:

CITY ATTORNEY

UPDATED: 5/20/2024

SUPERVISOR:

MAYOR AND FINANCE OFFICER THIS DESCRIPTION IS INTENDED TO OUTLINE THE GENERAL DUTIES OF THE POSITION. OTHER DUTIES, PERMANENT BASIS. THIS IS NOT AN EMPLOYMENT CONTRACT.

POSITION DUTIES

Provides professional advice to the City Council and City Officers; makes presentations to councils, boards, commissions, civic groups and the general public. Communicates official plans, policies and procedures to staff and the general public. Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations. Issues written and oral instructions and opinions; and examines work for exactness, neatness, and conformance to policies and procedures. Prepares a variety of studies, reports and related information for decision-making purposes. Assists City Officers to see that all laws and ordinances are faithfully performed. Advises the City Council and City Officers of legal conditions and current and future trends; issues legal opinions upon proper request(s). Attends all meetings of the Council, Administration, and/or boards at which attendance is required; may be asked to attend other meetings on an as needed basis. Drafts ordinances, resolutions, contracts, agreements, deeds, leases, franchises, etc.; reviews documents prepared by other agencies or parties. Advises city officials of changes to State or Federal laws affecting City operations. Oversees the gathering of evidence in civil, criminal, and other cases to formulate defense or to initiate legal action. Conducts research, interviews clients, and witnesses and handles other details in preparation for trial. Prepares legal briefs, develops strategy, arguments and testimony in preparation for presentation of case. Files briefs with court. Represents the City in court, and before quasi-judicial or administrative agencies of government. Interprets laws, rulings, and regulations for city officials and staff. Confers with colleagues with specialty in area of law to establish and verify basis for legal proceedings; serves as a liaison between outside legal counsel and city officials on specialized legal issues. Any other duties as assigned by the Mayor, Finance Officer and Council.

COURTESY MUST ALWAYS BE SHOWN TO THE PUBLIC, SUPERVISORS AND FELLOW EMPLOYEES MINIMUM QUALIFICATIONS FOR THE POSITION

Graduation from an accredited law school with a Juris Doctor degree in law; and at least three (3) years of experience as a practicing attorney.

Considerable knowledge of state statutes relating to municipal affairs; considerable knowledge of laws relating to the purchase of goods and services, contracting, labor, employment, land use, environment and traffic; working knowledge of modern policies and practices of municipal law and public administration.

Skill in preparing briefs and other legal documents; skill in operating a personal computer, including word processing and spreadsheet programs; calculator, telephone, copy machine and fax machine.

Ability to prepare and analyze comprehensive legal documents; ability to carry out assigned projects to their completion; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, city officials, the court system, and the general public; ability to efficiently and effectively administer a municipal legal department.

A license to practice law in the State of Montana; member in good standing of the State Bar of Montana; valid driver's license, or evidence of equivalent mobility.

Preference will be given to applicants that have been honorably discharged from a military branch of the United States Government. A DD214 could be required for the preference.

THE CITY MAY ACCEPT WHAT IT DEEMS AN APPROPRIATE COMBINATION OF EDUCATION AND EXPERIENCE

GENERAL WORKING CONDITIONS

The position requires good eyesight and manual dexterity, periods of sitting while at a desk, lifting objects that usually weigh not more than 20 pounds, and exposure to regular cleaning materials such as floor, window and toilet cleaners.

ALL CHEMICALS AND OTHER MATERIALS MUST BE USED IN COMPLIANCE WITH SPECIFICATIONS

G. POINT ASSIGNMENT AND TALLY

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POSITION	FACTOR 1 COMPLEXITY	FACTOR 2 PHYSICAL EFFORT	FACTOR 3 KNOWLEDGE & SKILLS	FACTOR 4 HUMAN RELATIONS	FACTOR 5 WORK IMPACT	FACTOR 6 WORKING CNDTNS.	TOTAL
Animal Control Officer (ACO)	2	2	3	3	1	2	13
ACO/Recreation Attendant	1.5	1.5	2.5	2	1	1.5	10
Building Inspector/Code Enforcement	3	2	4	4	3	2	18
Bldg Insp/Pump Attend & Caretaker	2.5	2	2.5	2	2	2	13
City Attorney	8	1	6	3	2	1	21
City Finance Officer	8	1	6	4	3	1	23
City Service Worker	1	2	1	1	1	1	7
City Service Worker	1	3	1	1	1	2	9
City Service Worker I	1	3	2	1	1	3	11
City Service Worker II	2	3	3	1	1	3	13
City Service Worker III	3	3	4	1	1	3	15
City Service Worker IV	4	3	4	1	2	3	17
City Service Worker V	4	3	5	1	2	3	18
City Superintendent	6	3	5	2	3	3	22
Civic Center Manager	3	2	2	3	2	1	13
Community Development Director	3	1	3	3	3	1	14
Deputy City Clerk	5	1	5	4	3	1	19
General Office Clerk (GOC)	1	1	1	1	1	1	6
GOC/Recreation Attendant	1	1	1	1	2	1	7
General Office Clerk I	2	1	1	2	2	1	9
General Office Clerk II	2	1	2	2	2	1	10
General Office Clerk III	3	1	3	2	2	1	12
General Office Clerk IV	3	1	4	2	3	1	14
General Office Clerk V	4	1	4	3	3	1	16
Laborer (short term or temporary)	1	1	1	1	1	2	9
Landfill Operator	3	3	3	2	2	3	16
Maint Foreman/Service Worker VI	5	3	5	2	2	3	20
Mechanic	3	3	3	1	2	3	15
Planning Director	7	1	6	4	3	1	22
Pool Manager	3	2	2	3	2	1	13
Pump Attendant/Caretaker	2	2	1	1	1	2	9
Recreation Attendant	1	1	2	1	2	1	8
Recreation Director	5	3	4	3	2	1	18
Solid Waste Collector	1	5	1	1	2	3	13

Updated: 5/20/2024

H. JOB RATING

- 1. Once points are awarded based on the six job analysis factors, the total of those points are used to assign a grade to each position. The grading process involves determining the relative value of a certain range of points. The grade computation system is found below.
- Job descriptions will be created for all newly created positions, and such will be analyzed for the award of points and assigned a grade on the wage scale.

I. GRADE COMPUTATION

Updated: 5/20/2024

POINTS	GRADE	POSITIONS
6-7	0	City Service Worker, General Office Clerk, General Office Clerk/Recreation Attendant
8-9	1	City Service Worker, General Office Clerk I, Pump Attendant/Caretaker, Recreation Attendant, Laborer (short term or temporary)
10-11	2	Animal Control Officer/Recreation Attendant, City Service Worker I, General Office Clerk II
12-13	3	Animal Control Officer, Building Inspector/Pump Attendant & Caretaker, City Service Worker II, Civic Center Manager, General Office Clerk III, Pool Manager, Solid Waste Collector
14-15	4	City Service Worker III, Community Development Director, General Office Clerk IV, Mechanic
16-17	5	City Service Worker IV, General Office Clerk V, Landfill Operator
18-19	6	Building Inspector/Code Enforcement, City Service Worker V, Deputy City Clerk, Recreation Director
20-21	7	Maintenance Foreman/City Service Worker VI, City Attorney
22 +	8	City Finance Officer, City Superintendent, Planning Director

May 7, 2024

Mayor Gary McDermott City of Shelby 112 1st Street South Shelby, MT 59474

Re: Proposal for Observation Well Installations Shelby, Montana

Dear Mr. McDermott,

Olympus Technical Services, Inc. (Olympus) is pleased to present this proposal to the City of Shelby (Shelby) to use Direct Push Technology (DPT) to install observation wells at the above-referenced site (Site). We understand that the scope of work (SOW) will consist of the following tasks:

- Project management, including project setup, public utility locate scheduling via Montana OneCall, project coordination with Great West Engineering and Shelby, completion and submittal of well logs, and development of a health and safety plan;
- Advance 20 borings to an estimated depth of up to 25 feet below ground surface (bgs), or practical drilling refusal, using 2.25-inch-diameter DPT tooling. Soil samples will not be collected as part of well installation;
- Install observation wells in each boring using one-inch-diameter polyvinyl chloride (PVC) materials, including 5 feet of 0.010 screen, 20 feet of blank PVC riser, a screen cap, and a locking well plug. The annular space around the well casing will be backfilled with 10/20 Colorado silica sand to approximately 2 feet above the screened interval, followed by a bentonite seal to approximately 1-foot bgs, and completed with a flushmount well monument encased in a concrete collar; and
- Decontaminate non-disposable drill tooling before drilling, between borings, and after completion of the borings.

We propose to complete the soil borings and well installations with a track-mounted 7822DT Geoprobe® operated by a two-person crew, mobilized out of Billings, Montana. Olympus will conduct daily health and safety meetings related to our operations. The tentative start date is May 20, 2024.

The estimate is based on the following assumptions:

- Work will be completed in less than 5 days, including mobilization;
- Subsurface lithology is suitable for the use of the DPT drill rig;
- The proposed boring locations are accessible and clear of potential overhead and underground obstructions;

- Non-disposable drill tooling will be decontaminated between borings by washing with Alconox® soap, or similar, and rinsing with distilled water; and,
- Olympus is not the generator of investigation-derived waste (IDW). Any generated cuttings or decontamination water will be land applied.

We appreciate the opportunity to present this proposal. We propose to complete the above scope of work on a unit cost basis in accordance with the attached cost estimate. The cost estimate in this proposal is based on representative unit rates for various categories of personnel and expected project expenses. Our invoices will reflect actual charges based on the applicable schedules and may differ from the cost estimate in this proposal. Should you authorize these Services, you will be invoiced monthly, on a unit cost basis in accordance with this cost estimate. Should unforeseen circumstances arise and warrant further work and additional costs, Olympus will contact you prior to further efforts. Any changes to our agreement must be mutually agreed and in writing.

This Task Order will be governed by an Olympus Technical Services, Inc. General Services Contract, which is also attached. Please acknowledge your acceptance of these Services by having this Task Order and attached General Services Contract properly executed by a person authorized to purchase these Services and returning a signed copy to us. We appreciate the opportunity to offer this proposal and look forward to working with you on this project. Please contact me should you have any questions regarding this proposal.

Sincerely,

Ethan J. Perro, P.G. Drilling Manager

Attachment: Cost Estimate

General Services Agreement C8295

Approved for City of Shelby by:	
Signature	Date
Name/Title – Please Print	

Olympus Technical Services, Inc. Co	st Estimate	-	Date:	5/7/2024
Client: City of Shelby Project Name: Shelby, MT Well Installation Olympus Project/Proposal No.: D6071				
			*ODC	14%
Project Management	Quantity	Unit	Rate	Cost
Project Management	1	LS	\$1,200.00	\$1,200.00
		Proje	ect Management Subtotal:	\$1,200.00
Mobilization	Quantity	Unit	Rate	Cost
Mobilization and Demobilization	1	LS	\$2,900.00	\$2,900.00
			Mobilization Subtotal:	\$2,900.00
Drilling	Quantity	Unit	Rate	Cost
Well Installation	500	Foot	\$28.00	\$14,000.00
8 inch flushmounts	20	Ea	\$64.00	\$1,280.00
			Drilling Subtotal:	\$15,280.00
Per Diem and Lodging	Quantity	Unit	Rate	Cost
Lodging (GSA)	8	/day	\$107.00 x	\$856.00
Per Diem	10	/day	\$54.00	\$540.00
ODC Items	\$856.00	I	14%	\$119.84
		Per Die	m and Lodging Subtotal:	\$1,515.84
Comments/Notes: . Public and private locates, staff scheduling	n creating HASE	5	Subtotal	\$20,895.84
. Mobilization of 2-man crew to Shelby, Mor			Castotal	Ψ20,080,04
. Complete 20 wells to 25 ft bgs			Contingency 0.0%	\$0.00
. Assume 5 days including mobe, 10 hr day	s			, 51.50
. Lodging and Per Diem (GSA Rates)			GRAND TOTAL	\$20,895.84

OLYMPUS TECHNICAL SERVICES, INC. GENERAL SERVICES CONTRACT #C____

betwee	n OLY	MPUS TECHNICAL SERVICES, INC. ("Olympus") and the Olympus customer
		Client name:
		Address:
		Phone:
For and	l in con	sideration of the mutual covenants contained herein, the parties agree:
		ARTICLE I. SERVICES BY OLYMPUS
1.0	Scope	of Work
Olympi specific the Clie	Task (provide personnel, equipment, and materials for those services described in Orders, (hereinafter "Services") subject to this Contract, signed by Olympus and
1.1	Metho	d of Performance
	1.1.1	Olympus shall mobilize such personnel, equipment, and materials as Client may direct.
	1.1.2	Olympus shall comply in all material respects with all applicable federal, state, and local laws and regulations in its performance of the Services.
	1.1.3	Olympus will make its personnel available at its standard rates and those of its authorized subcontractors at Client's cost available to confer with Client to review the status of projects and to review and establish procedures for the efficient delivery of Services hereunder.
	1.1.4	Neither Olympus, its authorized subcontractors, nor any of their employees shall supervise, directly or indirectly, any temporary or permanent employee of Client.
		Olympus will bring to the location of a response action only such equipment, personnel, or other resources as Client requests for the response action, or, in the absence of prior instructions from Client, such equipment, personnel, or other resources as Olympus reasonably deems necessary.
		ADTICLE IL COMPENSATION

- 2.1 Client shall reimburse Olympus for Services as described in each Task Order. Olympus shall invoice Client monthly for Services performed hereunder. Client shall make payment within thirty (30) days of receiving such invoice. A late fee will be added to accounts 30 days in arrears at the rate of one and one half percent (1.5%) of the amount due for each month of delinquency, prorated on a daily basis. All expenses incurred by Olympus for liening or collecting any delinquent amount including, without limitation, attorney and filing fees shall be paid to Olympus by Client.
- 2.2 In the event of any failure of payment by Client to Olympus when due, Olympus shall have the right to suspend work and may retain any and all documentary work product prepared by Olympus until Client makes all outstanding payments current. In such event, Olympus shall have no liability for any damages or losses that may result from any delay associated with the suspension of work or for the withholding of work product.
- 2.3 In the event that the services provided by Olympus under the Scope of Work and this Agreement are terminated by Client for any reason, Olympus shall be paid for all services it has performed prior to receiving written notice of termination. Client hereby agrees to pay Olympus such additional termination costs and expenses reasonably necessary to close out the project.

ARTICLE III. OLYMPUS'S LIABILITY INSURANCE

- 3.1 Until the Services are completed, Olympus agrees to provide and maintain at its own expense the following insurance coverage:
 - 3.1.1 Workers' Compensation, including employers liability coverage and United States Longshore and Harbor Workers' Compensation Act where applicable, at the statutory limits for the state or states in which the work is to be performed.
 - 3.1.2 Commercial General Liability insurance in the amount of \$5,000,000 per occurrence/\$5,000,000 aggregate combined single limits for bodily injury and property damage, including product liability, completed operations, contractual liability and, where applicable, coverage for damage caused by blasting, collapse, or structural injury, and/or damage to underground utilities.
 - 3.1.3 Automobile Public Liability in the amount of \$1,000,000/\$5,000,000 umbrella per accident for bodily injury and property damage, including non-owned automobiles.
 - 3.1.4 Consultants Environmental Liability in the amount of \$5,000,000 per occurrence to an aggregate amount of \$5,000,000.
 - 3.1.5 In the event that Client desires additional insurance, Client will notify Olympus of such request and Olympus will obtain a quote from its insurance carrier regarding the cost of obtaining the requested coverage. The cost of such additional insurance will be borne by Client. Olympus will not procure this additional coverage without the written approval of Client.

ARTICLE IV. HEALTH AND SAFETY

- 4.1 Olympus will perform all Services under this Contract in accordance with generally accepted professional standards that apply in the community where the Services are performed for the type of work involved and applicable laws.
- 4.2 Olympus will utilize a health and safety plan for its own employees. Olympus will also use situation-specific health and safety planning for its own employees at response action sites.

ARTICLE V. ACCESS TO PROPERTY

- 5.1 Client has the responsibility for obtaining a right of entry to property where the Services are to be performed. The right of entry shall allow Olympus, its agents, subcontractors and employees to enter the property from time to time, as necessary to perform all acts, studies and research pursuant to the agreed services within the scope of the Work. Olympus does not assume control of nor responsibility for the property, the person in charge of the property, nor the safety of persons not in Olympus' employ.
- 5.2 Client recognizes that hazardous materials may be encountered at the Site or in the subsurface as part of the performance of Services under this Agreement by Olympus, its employees or agents, and Client agrees that potential hazardous materials pre-existing at the site of the Work or in the subsurface were not placed, deposited, or generated by Olympus, its employees, or agents and Olympus will not take title to the waste.
- 5.3 If any unforeseen conditions or occurrences, including, but not limited to, hazardous substances or pollutants, are encountered, which, in Olympus's sole judgment, significantly affect or may affect the recommended scope of the Services, then Olympus will notify Client. After such notification, Olympus will complete the original scope of Services, if appropriate, or agree with Client to modify the Agreement, or terminate this Agreement with respect to the Services pursuant to Section 6.11 hereof.

ARTICLE VI. GENERAL PROVISIONS

6.1 Indemnification

6.1.1 Subject to the party's compliance with the notice requirements set forth in Paragraph 6.14, each party shall indemnify and hold harmless the other party, its agents and employees (but not any successors and assigns, and not any other person, it being agreed and understood the indemnity is personal to the parties) from and against claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of Services hereunder, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the indemnitor, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable,

- regardless of whether or not such claim, damage, loss, or expense is caused in part by any other person.
- 6.1.2 In recognition of the relative risks and benefits of the Project to both Client and Olympus and the impracticality and difficulty to determine actual damages, the risks and damages have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Olympus to Client or anyone claiming by or through Client for any and all claims, losses, costs, attorney's fees, expenses of litigation or damages of any nature whatsoever arising out of, resulting from, or in any way related to the Project or the Contract from any cause or causes, so that the total aggregate liability of Olympus will not exceed \$50,000.00, or Olympus' total fees for services rendered on the applicable task order(s), whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 6.1.3 Olympus, its agents or employees, shall not be liable to Client for damages, directly or indirectly, for any disruption or inconvenience or other loss, or diminution in value or expense of any kind caused by or resulting from the performance of Services, including, without limitation, claims with respect to business interruption or loss of profits or interference with the use of Client's property.

6.2 Permits and Access

Olympus will assist Client in securing necessary project-specific permits required by authorities having jurisdiction over a given response action. Olympus will also assist Client in securing necessary permission for Olympus to enter on private property if required for the performance of Services.

6.3 Force Majeure

Delay or failure of Olympus in the performance of services hereunder shall be excused if caused by circumstances beyond the control of Olympus, including, without limitation, acts of God, strikes, fire, flood, windstorm, extreme weather events, war, riot, epidemic and action or request of governmental authority, and inability to obtain material, equipment, or services, provided that a prompt notice of such delay or failure is given and Olympus diligently attempts to remove the cause.

6.4 Independent Contractor Relationship

Olympus is and shall perform all Services as an independent contractor and as such shall have and maintain exclusive control and direction over all of its employees, agents, and operations. No other relationship is intended or created under this Agreement, and neither party to this Contract shall have authority to make any statements, representations, or commitments of any kind or to take any action that will be binding on the other party, except as may be expressly provided for in this Contract or otherwise authorized in writing.

6.5 Subcontracts

Olympus may at any time and without Client's consent delegate orally or in writing the performance of Services hereunder, or any portion thereof.

6.6 Survival

Section 6.1 and all other provisions of this Contract that may reasonably be construed as surviving the term of this Contract shall survive the term of this Contract.

6.7 Applicable Law

This Contract shall be governed exclusively by the laws of the state where the work is performed. Venue for any dispute hereunder shall be in the federal or state court sitting in the city of the nearest Olympus office in proximity to the primary location of the Services being rendered by Olympus under this Contract, and each party hereby consents to the venue of such courts for any dispute hereunder; provided, however, that nothing herein shall preclude Olympus from exercising its mechanics' or materialmen's lien rights under the laws of any jurisdiction where the Services are performed.

6.8 Severability

If any provision of this Contract is found to be illegal, invalid, or unenforceable for any reason, such findings shall not affect the other provisions hereof.

6.9 Taxes

Client shall pay all state and local sales, use, or excise taxes of any kind assessed and/or arising out of the sale or use of the Services and shall, upon demand, reimburse Olympus for any sums it has expended for such taxes.

6.10 Assignment

Neither this Contract nor any duty for payment of Services due or to become due under this Contract and its adjoining Task Order nor any right hereby granted to Olympus may be assigned by Client without the prior written consent of Olympus, and any assignment without such consent shall be void. No third party is intended to be benefited hereby.

6.11 Term and Termination

The term of this Contract shall expire upon written notice by either party; provided, however, that neither party shall have the right to terminate this Contract except pursuant to the following provisions of this Section 6.11.

6.11.1 Either party may, for its sole convenience, terminate the performance of the Services in whole or in part at any time, or from time to time, by giving ten (10)

days' written notice of intent to terminate.

- 6.11.2 Client will pay Olympus all time and materials costs (and any fee) which have accrued as of the effective date of termination and, in addition, those time and materials costs incurred or earned in good faith by Olympus after the effective date of termination in connection with: (1) demobilization of equipment and personnel; and (2) any necessary subcontract and/or vendor settlements.
- 6.11.3 The rights and remedies of the parties provided in this Section 6.11 are in addition to any other rights and remedies provided by law or under this Contract.

6.12 Entire Agreement

This Contract and its associated Task Order(s)contain(s) the entire and only agreement between Client and Olympus respecting the subject matter hereof. It supersedes all prior or conflicting agreements, representations, promises, or conditions. Any modification of this Contract must be in writing and signed by both parties and must expressly indicate an intent to modify this Contract.

6.13 Attorney's Fees

In the event of litigation or arbitration among the parties to enforce this Agreement, arising out of this Agreement, or arising out of the transaction or property involved in this Agreement, the non-prevailing Party must pay all expenses of the prevailing party (including attorneys' fees and expenses).

6.14 Notices

All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two (2) business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below. Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth below using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

For Olympus:

For Client:

Olympus Technical Services, Inc. 765 Colleen Street Helena, MT 59601

6.15 Dispute Resolution.

If any dispute arises between the parties the parties agree to negotiate and informally resolve such dispute before proceeding to judicial action, as hereinafter provided. Upon notice ("Negotiation Notice") by either party to the other seeking a negotiation with respect to any issue the parties agree to meet as soon as practicable in a good faith effort to negotiate in order to seek a mutually acceptable resolution of the issue. If an issue is not resolved by negotiation within thirty (30) days of the delivery of the Negotiation Notice, either party may thereafter initiate an effort by the parties to resolve such issue through non-binding mediation under the rules of the American Arbitration Association ("AAA"). The parties agree as follows with respect to such mediation:

- 6.15.1 The cost of mediation including filing fees with the AAA and the fees of the mediator shall be borne equally by the parties; and
- 6.15.2 Mediation shall occur at such city of the nearest Olympus office as shall be designated by the mediator who shall be selected pursuant to the Mediator's Rules of the American Arbitration Association if the parties are unable to agree on a mediator within thirty (30) days of the delivery of the Negotiation Notice.
- 6.15.3 If a party does not participate in good faith negotiations to attempt resolution of a dispute after its receipt of a Negotiation Notice, then neither party is obligated to submit to mediation before electing to initiate litigation.

6.16 No Waiver of Performance:

The failure or delay of Olympus to require performance of any provision of this Contract shall in no manner affect its right to enforce that provision. No single or partial waiver by Olympus of any condition of this Contract, or the breach of any term, agreement or covenant or the inaccuracy of any representation or warranty of this Contract, whether by conduct or otherwise, in any one or more instances shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

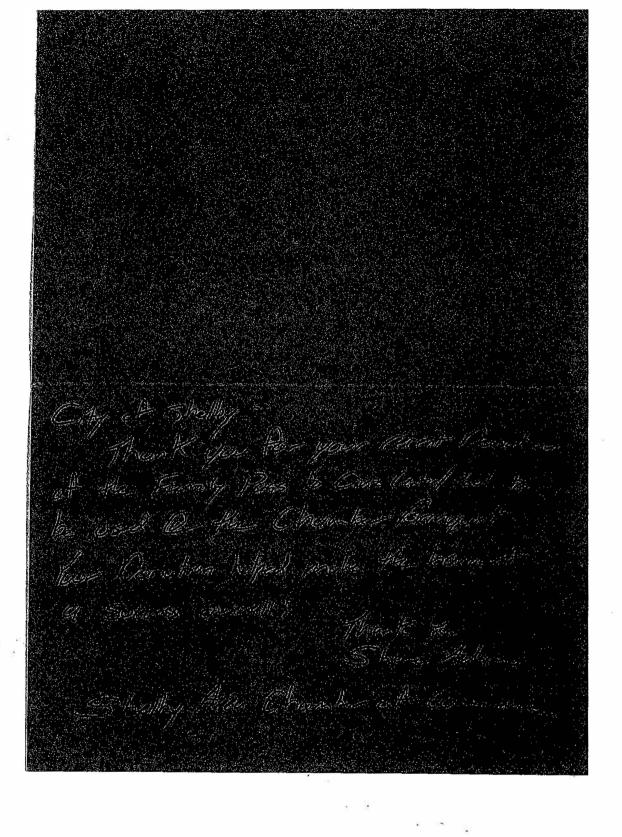
6.17 Counterparts and Fax Signatures.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. An electronic signature has the same effect as an original ink signature.

SIGNATURES ON NEXT PAGE

EXECUTED as of the date first written above.

	OLYMPUS TECHNICAL SERVICES, INC.
	By:
	Title:
	Printed Name:
-AND-	
	Client:
	By:Authorized Client Signature
	Title:
·	Printed Name:



MAY 2024 NEWSLETTER



PO Box 4909 Helena, MT 59604 406-442-2130 Montax.org

INSIDE THIS ISSUE

- Governor's Property Tax
 Task Force Narrows Options
- Vehicle Miles Traveled Taxes
 Rollout across States
- Update from the Executive Director - Activities at Montax
- Upcoming Meetings

The 2023-2024 Montana Property Tax Mill Levies book has been published. You should have received a copy by mail.

If you would like additional copies, you may purchase them for \$20 through our website at www.montax.org or by calling the Montana Taxpayers Association Office at 406-442-2130.



GOVERNOR'S PROPERTY TAX TASK FORCE NARROWS OPTIONS

The task force appointed by Governor Gianforte has been working steadily since its organization in February. The Task Force was divided into three subcommittees to facilitate the process of studying some of the problems with the current property tax system, accumulate data, develop analysis tools. and research possible changes to the property tax system. The subcommittees are education, local government, and tax fairness. Each subcommittee has met several times and the committee as a whole has met to receive progress reports and discuss the topics under consideration by the subcommittees. After several meetings, the subcommittees are narrowing down the potential topics that they may forward to the Property Task Force. That group will issue a report to the Governor later this summer. At the outset the committee did not intend to propose legislation. Its primary goal was to discuss issues, gather and analyze information and develop data.

The subcommittees have looked at many issues, disregarded some, and are focusing on solutions they deem feasible. Following are the main issues before each subcommittee:

Tax Fairness

This subcommittee is mainly focused on property taxes of residential and commercial properties. Those are the properties that had the huge increase in values and taxes this reappraisal cycle. The group has narrowed its work on developing changes to the property tax system that would reduce taxes on owner occupied residential property, long term rental property and small commercial property owners. The subcommittee had looked at expanding other sources of revenue, such as seasonal increases in lodging and gas taxes, to gather revenue to reduce property taxes on these properties. They found that revenue from these sources would not be significant enough to materially reduce targeted property taxes so removed these topics from consideration.

The current focus of this subcommittee is on creating a system where a portion of the value of owner-occupied residential property, long term rental property, and commercial properties are taxed at a lower rate than other property in this class.

The idea being considered is this:

- 1. Owner occupied residential property and long-term rental property would be taxed at a lower rate than second homes, short-term rentals, and homes that were not occupied by their owners for a minimum amount of time, probably 7 months.
- 2. All residential property not included above would be taxed at a higher rate, to be determined with that increase in taxable value being used to offset the loss in revenue to local government and schools from reducing taxes on owner occupied property and long-term rentals.
- 3. A portion of the value of commercial property, for example \$1million, would be taxed at a lower rate than the value over that threshold. The tax rate on all commercial property would be increased, with the net increase in revenue from the higher valued commercial property being used to backfill the revenue reduction from the lower rate on the property below the threshold.

Analysis of these proposals is underway. The staff at the Department of Revenue has developed some sophisticated models to project the impacts of these proposals using a range of variables. The subcommittee must be able to evaluate the effects of these proposals on taxpayers and taxing jurisdictions. Due to the wide disparity in property values, mixes of property, and governments involved, what may appear to be a solution in one area of the State may cause significant problems in another area.

Local Government

The Local Government subcommittee is focusing on County and City property tax topics. Their focus has narrowed to property tax limitation statutes and levy elections.

All property taxing entities other than schools are limited by statute to increases in property tax revenue. That limit is contained in statute 15-10-420. The law allows taxing entities to increase their property tax revenue by ½ the rate of inflation plus revenue from new property. The subcommittee is looking at some modifications to the existing law but may be more inclined to replace the current law with a new law that allows for more inflation but restricts the amount and/or type of new property that can generate new revenue. They also would place a cap on the growth in local property tax revenue per year. As with all statewide solutions to property tax problems, this proposal will have different effects based on location and may have different impacts on city governments than it does on county governments.

The other issue this subcommittee is working on would change the way voted levies are proposed. Currently the entity proposing the levy can ask the voters to approve a certain number of mills, or they can ask for approval of a levy for a certain number of dollars. If the entity chooses to levy by mills when tax base grows, tax revenue grows. If they levy by dollars, when tax base changes the mill levies change to generate the same number of dollars.

The subcommittee is looking at only allowing levy elections to be for dollars to eliminate property tax increases that result from things like reappraisal.

The subcommittee also looked at a proposal to allow local option sales taxes with a portion of the collections to be used to lower local property taxes. After some discussion they decided to pursue that option.

Education

The Education subcommittee began the process by looking at a variety of topics involving the property tax collections that fund K-12 schools. They studied how schools are funded, the number of school districts, school funding requirements, and the administration of the school equalization mills. They also looked at school election dates and the impact of Tax Increment Finance Districts on school revenue.

They spent some time on the school election day issue. There is concern among some that school levy elections do not get significant turnout since they are generally held along with school board elections in May. Moving the election day to either the primary election day or general election day was considered. Doing so would involve several changes in school district operations. A major one being schools would likely have to develop two-year budgets because levy elections could only be held every two years. Budgeting time frames might also have to be changed as revenue would not be known until November in the case of a general election date. Laws affecting staffing, budgeting, and election notices would have to be changed. Currently almost all school elections are conducted by mail. All registered voters get a ballot. The return percentage of those ballots usually ranges from 30 to 50%. The subcommittee decided not to pursue this topic.

Low turnouts also prompted the discussion of requiring a minimum turnout on levy elections like what is required for bond elections. That concept is still under consideration.

The subcommittee is also looking at the school equalization mills. Currently the State can collect up to 95 mills to use for its share of school funding. The three levies that compose the 95 mills are subject to the tax limitations all local governments are subject to. This means that the mill levies must adjust to changes in the tax base. When the tax base goes up due to reappraisal the mill levies are reduced. The State then uses banked mills to levy the maximum 95 mills. The subcommittee is leaning towards removing the equalization mills from the limitation statute and allowing them to remain at a set mill amount, probably 95, going forward. This allows the State to gather more revenue from new property and from increased values due to reappraisal. Some of this additional revenue will be returned to reduce countywide property tax levies for teacher retirement or transportation.

Another concept presented to the subcommittee is to increase the equalization mills to provide more state funding for schools, reducing the local funding needed. This will increase property taxes in low property tax districts and the money will lower property taxes in high property tax districts.

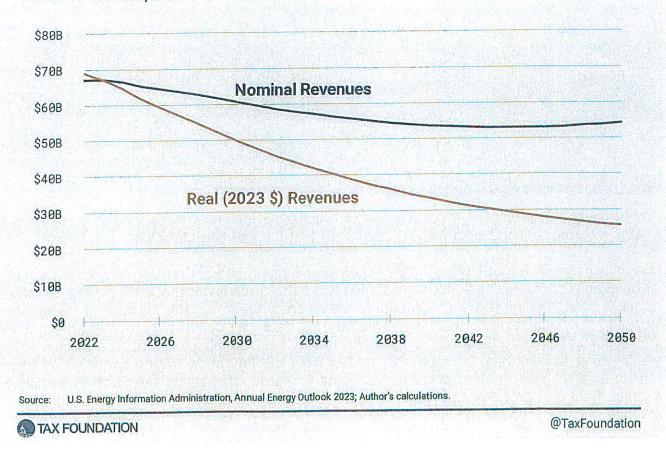
VEHICLE MILES TRAVELED TAXES ROLLOUT ACROSS STATES

Reprinted with permission from the Tax Foundation By: Jacob Macumber-Rosin, Adam Hoffer

Vehicle miles traveled (VMT) taxes are the road funding tool of the future. For decades, the gas tax proved to be a reliable user fee that funded road construction and maintenance, and consumers paid for their road usage via gasoline taxes when they filled up at the pump. Unfortunately, gas tax revenues have decoupled from road expenses and have been unable to support road funding in recent years. As such, states nationwide are exploring ways to supplement or replace gas tax revenues.

Gasoline Consumption Decline Will Erode Gas Tax Revenue

Projected Annual State and Federal Gas Tax Revenue Calculated by Projected Gasoline Consumption



In 2023, Americans drove more miles than ever before. However, real revenues from gas taxes have been falling. Figure 1 shows that real gas tax revenues are projected to contract by more than half of their current level over the next 20 years and fall to nearly a third of their current level by 2050.

While Americans continue to drive farther—increasing the demand for road expenditures—vehicles on the road consume less gasoline per VMT today than ever before. Electric vehicles (EVs) comprise a growing market share and combustion engines are more <u>fuel efficient</u> than ever. These innovations

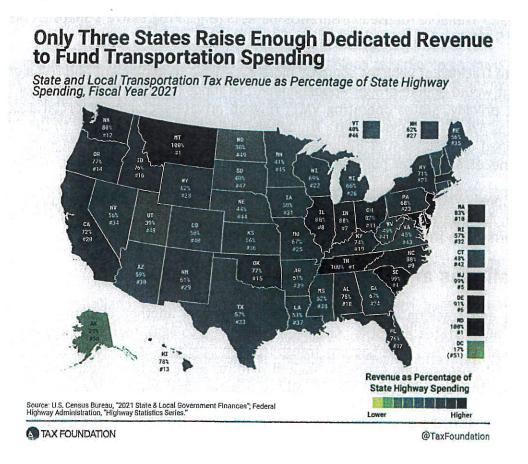
are remarkable achievements that create widespread benefits. When combined with gas tax rates that have not kept pace with inflation, however, the result is that gas tax revenues have become increasingly insufficient to cover roadway expenses.

Exploring an Efficient Solution

An <u>efficient solution</u> would be to replace the existing system of gas taxes, registration fees, and other miscellaneous surcharges with a VMT tax. Such taxes are also called <u>mileage-based user fees</u>, road usage charges, or something similar, but they are all <u>user fees</u> that strive to establish a better road funding mechanism by aligning use with costs.

A VMT tax is a charge that drivers pay per mile they drive on public roads, which may vary based on the vehicle's weight per axle and/or the time and location of the driving. Instead of using gas consumption as a proxy for road use, a VMT tax would measure actual road use and then charge the driver for each mile driven. If accurately calibrated, this would reconcile roadway revenues and expenditures, eliminate the redistributive effects of the gas tax, and insulate road funding from changing efficiencies, technologies, or consumer preferences. With deficits only increasing, change is needed sooner rather than later.

Currently, only three states can fully fund their share of road spending with transportation revenues. In other states, the remaining funds must be diverted from more general revenue sources. This means that non-drivers are forced under the current system to subsidize drivers and pay for roads that they do not use. It also means that other areas of spending must work with less after bearing the extra burden of roadway deficits.



Gas taxes are also regressive. Vehicles with lower fuel efficiency pay more per mile driven, subsidizing the vehicles with better fuel efficiency which are often newer and more expensive, even if these vehicles do no less damage to road surfaces. Electric vehicles don't consume gasoline at all. Rural drivers tend to drive lower gas mileage vehicles, so they generally subsidize urban drivers. Heavy vehicles also cause much more damage to the roads, but existing fuel taxes fail to capture this extra wear and tear beyond the very imperfect proxy of fuel efficiency. This means that drivers of light vehicles, like passenger cars, must subsidize heavy vehicles with their gas taxes.

A VMT tax could eliminate the need for states to divert general funds to road spending and would have that road spending furnished entirely by those who drive on them. A VMT tax would establish a more neutral fee for road usage, while insulating road funding from continual changes to fuel efficiencies, vehicle types, and consumer preferences.

Considering the Trade-Offs

Properly designing and implementing a VMT tax is not so easy, however. Policymakers must counterbalance simplicity with effectiveness, weighing the administrative costs of the system against the road use accuracy of a VMT measure. They must also consider the very legitimate privacy concerns the public has with government trying to track their driving and must design a system within the bounds of the Constitution (issues have been <u>raised</u> that could preclude mandatory GPS tracking as violative of the <u>4th</u>, <u>9th</u>, and <u>14th</u> Amendments).

Low technology options for VMT monitoring include manual submissions of odometer readings (quarterly or annually as part of a state's existing inspection or registration process), time, and/or mileage permits. More advanced technologies include plug-in devices and smartphone apps, similar to those already available for use in insurance markets (e.g., Progressive's Snapshot and State Farm's Drive Safe & Save).

More accurate tracking of vehicles could be more expensive to implement and risk a greater invasion of privacy but would enable proper apportionment of funds based on the location of the driving. To help protect privacy, states operating VMTs rely on private-sector commercial account managers (CAMs) such as Azuga and Emovis. Data from individual users is sent directly to the CAMs. That data is then stripped of nonessential information and passed onto government agencies with only the information necessary for tax purposes (e.g., aggregate miles driven on public roads).

Once operational, VMTs have even broader applications. VMTs can vary road prices based on time and demand, incorporating congestion-based pricing into the VMT tax. This system would better capture externalities from driving but add more complexity to the system.

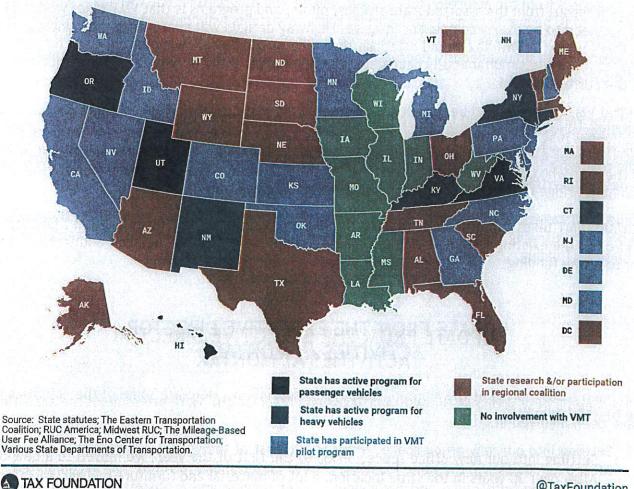
State Coalitions and Case Studies

Coordinating and tracking road use across state lines is another challenge for VMTs. Regional partnerships allow states and other key decision-makers to work together to research, design, and implement road user fees. The Eastern Transportation Coalition brings together 20 eastern states on all manner of transportation projects, including mileage-based user fees, and Road Usage Charge America brings together 20 states specifically to research and advance road user fees.

Oregon was the first state to begin research into VMT taxes in 2001 and was the first to implement a program in 2015. Four states now have active programs for passenger vehicles and four other states have active programs targeting heavy commercial vehicles (Oregon has both), with pilot programs carried out in 16 states. Only Hawaii has a mandatory program, which requires EVs to participate by 2028 and all light vehicles by 2033.

Most States Are Taking Steps Toward VMT Taxes

Current Status of VMT Taxes across States, 2024



TAX FOUNDATION

@TaxFoundation

Pricing varies by state. Drivers of a vehicle with an MPG greater than 20 can enroll in Oregon's OReGO system, which offers GPS or non-GPS tracking methods, credits for out-of-state driving using GPS, and prices per mile at \$0.02. Only EV drivers can enroll in Utah's Road Usage Charge (RUC) to pay \$0.016 per mile, tracked with an OBD device and a smartphone app-which includes location data but does not exempt out-of-state driving or private roads. Drivers of fuel-efficient vehicles in Virginia may enroll in the Mileage Choice Program to pay a variable rate based on MPG (up to \$0.0107 per nile for EVs), tracked with or without GPS but never with exemptions for private roads or out-ofstate driving. Hawaiian EV drivers can enroll in their RUC next year, paying \$0.008 per mile as recorded by an annual odometer reading.

States have also tried various incentives for participation in these voluntary programs. Typically, VMT participants' charges are capped at the amount they would have been charged through the state's alternative system (e.g., Viginia's Highway Use Fee or alternative EV registration fees). This allows some participants—those that use the roads very little—to pay less in total taxes and fees. Also, VMT participants are able to spread their payment out over the entire year, as opposed to having to pay a one-time registration fee, and some participants, typically those in pilot programs, are given a small financial payment for participating.

A Principled Vehicle for Roadway Funding

The consensus from the assorted state studies, pilots, and programs is that VMT taxes work and they do not need to be overly complex or invasive. Highway deficits will continue to grow without reform to the gas tax. A VMT tax would establish the price of a mile, allowing revenues to be reconciled with costs, while simultaneously decreasing the regressive, distortionary, and redistributive effects of the current system.

An ideal VMT system would be coordinated across all 50 states or through a federal system. Several challenges may complicate the transition from gas taxes to VMTs. Notably, state-by-state rollouts of VMTs without a federal system will leave open opportunities for "free-riders"—(out-of-state) users of the road who don't pay into the state VMT. Patchwork regional coalitions and expanded toll systems can help bridge this gap to avoid a kind of transitional gains trap.

In time, VMT taxes can efficiently replace the existing structure; VMT taxes shouldn't be seen as an add-on to the existing system. A VMT tax can be a simple, transparent, neutral, and stable "vehicle" for roadway funding.

UPDATE FROM THE EXECUTIVE DIRECTOR ACTIVITIES AT MONTAX

It has been a busy spring at the Montana Taxpayers Association. Here are some of the activities we have been involved in.

- 1. Settling into our new office space. Prior to the first of the year, we moved to a new office. After over 30 years in the same location, a lot of material and furniture had accumulated. We downsized in both space and belongings. After moving and reorganizing the office space, getting the technology working was the main task. We are now settled in, and things are going smoothly.
- 2. We are following the Governor's Property Task Force meetings. This task force has been divided into three subcommittees and the subcommittees meet regularly, about every two weeks. The whole task force meets about once a month. Most meetings are Zoom meetings. I try to attend all meetings and provide input when appropriate. The focus of the committee is providing property tax relief to Montana homeowners and small business. I try to also remind them that some of their ideas will also have negative effects on many Montana businesses and individuals.

Activities at Montax

Continued from page 8

- 3. We also have a seat on the Department of Revenue's Land Classification working group. That group was formed to study concerns that arose in previous legislative sessions that some property owners were receiving the benefit of agricultural valuation when they were not agricultural operations. This group meets about every 3 weeks. It a diverse group of interests. They are looking at valuation of some small tracts of land that are really residential properties that get ag valuation and large ranch properties that are used for recreational purposes.
- 4. We follow interim committees that are looking at tax issues. Usually, most tax issues are handled in the Revenue interim committee. This session there are also several tax issues being looked at by the local government interim committee, the education interim committee, the Modernization and Risk Analysis (MARA) committee, and the Legislative Finance Committee.
- 5. Because property taxes are a topical issue this spring, I have been asked to provide programs at several meetings. So far this year I have presented to the following groups:
 - a. Revenue interim committee
 - b. Local Government interim committee
 - c. Billings Chapter of CPA's
 - d. Montana CPA's Governmental Accounting Conference
 - e. Montana Logging Association
- 6. We also partnered with the Montana Chamber of Commerce to put on a Zoom program of basic property tax education and discussion of the Governor's Property Tax Task Force.

UPCOMING MEETINGS

♦ May 13	Criminal Justice Oversight Council
♦ May 14	Law and Justice
◆ May 20 & 21	Water Policy Committee
◆ May 22	Energy and Telecommunications
◆ May 22	Local Government
• May 23	State Administration and Veterans' Affairs
June 5 & 6	State-Tribal Relations
June 17	Environmental Quality Council
→ June 17 & 19	Education
June 21	Legislative Finance Committee

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